AGENDA
CITY OF NORCO

CITY COUNCIL/COMMUNITY REDEVELOPMENT AGENCY
REGULAR MEETING
CITY COUNCIL CHAMBERS – 2820 CLARK AVENUE
JUNE 17, 2009

CALL TO ORDER:	6:00 p.m.
ROLL CALL:	Mayor Kathy Azevedo Mayor Pro Tem Malcolm Miller Council Member Frank Hall Council Member Berwin Hanna Council Member Richard L. MacGregor

THE CITY COUNCIL/CRA WILL RECESS TO CLOSED SESSION (SECTION 54954) TO CONSIDER MATTERS:

Section 54956.8 – Conference with Real Property Negotiator

Street Address or Parcel Number:	APNs 152-060-004-0; 152-060-011-6; 152-070-001-8; 152-070-002-9; & 152-070-011-7
Negotiating Parties:	Norco Redevelopment Agency and Belstarr Sports Management, LLC
Points Under Negotiation:	Price and Terms of Agreements for the Redevelopment of the Silverlakes Property

Section 54957.6 – Conference with Labor Negotiator

Negotiating Parties:	Deputy City Manager/Director of Finance Okoro and Human Resources Analyst Paakkonen
Employee Organizations:	Norco Firefighters Association Norco Battalion Chiefs Association
RECONVENE PUBLIC SESSION:	7:00 p.m.
PLEDGE OF ALLEGIANCE:	Mayor Azevedo
INVOCATION:	Pastor Vernie Fletcher *Grace Fellowship Church*
PROCLAMATIONS:	Nicholas Bayer, Norco High School Student *Acceptance to West Point*
PRESENTATION:	Award Received from "Friday Night Live" *Mayor Azevedo*

REGULAR COMMUNITY REDEVELOPMENT AGENCY (CRA) AGENDA AS FOLLOWS:

Next CRA Resolution No. 2009-08

1. CRA CONSENT CALENDAR 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 Agency, any public comments on any of the Consent Items will be heard. There will be no separate action unless members of the Agency request specific items be removed from the Consent Calendar)*

   A. CRA Minutes, Workshop and Regular Meeting of June 3, 2009. **Recommended Action: Approve the CRA Minutes** (City Clerk)

   B. Appropriation of $116,000 to Low-Mod Budget, Fiscal Year 2008-09. **Recommended Action: Adopt CRA Resolution No. 2009-___, appropriating $116,000 from the Low-Mod Fund Balance.** (Housing Manager)

   C. Authorizing the Appropriation of Additional Funds for the Broken Arrow and Western Avenue Storm Drain Improvement Project. **Recommended Action: Adopt CRA Resolution No. 2009-____, appropriating additional funds for the Broken Arrow and Western Avenue Storm Drain Improvement Project in the amount of $275,808.** (Director of Public Works)

   D. Appropriation of Additional Funds for the Street Improvements at River Road and Second Street Project. **Recommended Action: Adopt CRA Resolution No. 2009-____, appropriating additional funds for the Street Improvements at River Road and Second Street Project in the amount of $25,000.** (Director of Public Works)

2. CRA PUBLIC HEARING:

   A. Mid-Term Update of the Five-Year 2005-2009 Implementation Plan

   The proposed action will support the Agency's goal to ensure compliance with all goals, objectives and policies established with respect to implementing economic development and blight remediation activities within the City of Norco.

   Recommended Action: Adopt CRA Resolution No. 2009-___, approving the 2005-2009 Mid-Term Update of the Five-Year Implementation Plan for the Norco Redevelopment Project Area No. One and Amendments thereto. (Director of Economic Development)

3. JOINT CRA/CITY COUNCIL ITEMS FOR CONSENT:

A. Belstarr Request for Extension and Amendment to the Silverlakes Memorandum of Understanding. **Recommended Action: Adopt Resolution No. 2009-___ and CRA Resolution No. 2009-___, approving the First Amendment to the Silverlakes Memorandum of Understanding.** (Deputy City Manager/ Director of Finance Okoro)

B. Deposit and Reimbursement Agreement No. 2 by and between the City of Norco, the Norco Redevelopment Agency, and Belstarr Sports Management, LLC. **Recommended Action:** Adopt **Resolution No. 2009-___ and CRA Resolution No. 2009-___, approving a Deposit and Reimbursement Agreement No. 2 by and between the City of Norco, the Norco Redevelopment Agency, and Belstarr Sports Management, LLC for redevelopment of the Silverlakes property.** (Deputy City Manager/Director of Finance Okoro)

C. Appointment of Financial Advisor and Underwriter; Resolution of Intent to Reimburse Expenditures from Proceeds of Tax Exempt Securities. **Recommended Action: Adopt Resolution No. 2009-___, directing staff to proceed with planning for the issuance of bonded indebtedness and appointing a financing team in connection therewith; and Resolution No. 2009-___, declaring the official intent to reimburse expenditures from proceeds of tax exempt securities; and CRA Resolution No. 2009-___, declaring the official intent to reimburse expenditures from proceeds of tax exempt securities.** (Deputy City Manager/Director of Finance Okoro)

4. JOINT CRA/CITY COUNCIL CONTINUED PUBLIC HEARING:

A. Approving and Adopting the City and the Norco Redevelopment Agency Operating Budgets Including Related Personnel Adjustments for Fiscal Year 2009-2010 and Authorizing Appropriations Therefrom. **Recommended Action: Continue the public hearing to June 23, 2009.** (Deputy City Manager/Director of Finance)

5. OTHER CRA MATTERS:

ADJOURNMENT OF CRA:

REGULAR CITY COUNCIL AGENDA AS FOLLOWS:

Next Ordinance No. 911
Next Resolution No. 2009-39

6. CITY COUNCIL CONSENT CALENDAR 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.10 of the Agenda)*

A. City Council Minutes, Workshop and Regular Meeting of June 3, 2009.
City Council Minutes, Special Meeting of June 10, 2009.
Recommended Action: Approve the City Council Minutes. (City Clerk)

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

C. Ratification of Fiscal Year 2009-2010 Western Riverside County Regional Wastewater Authority Budget. **Recommended Action: That the Members of City Council ratify the Fiscal Year 2009-10 budget adopted by the Western Riverside County Regional Wastewater Authority.** (Director of Public Works)

D. Authorization for the Destruction of Certain City Records. **Recommended Action: Adopt Resolution No. 2009-___, authorizing the destruction of those certain City records.** (City Clerk)

E. Approval of Memoranda of Understanding for Norco General Employees Association and Public Works and Parks Maintenance Workers Association for Fiscal Year 2009/10; and Salary and Benefits Resolutions for Management and Middle Management, Professional and Confidential Employees for Fiscal Year 2009/10. **Recommended Action: Adopt:**

1.) **Resolution No. 2009-___, approving the annual salary and benefits for Middle Management, Professional and Confidential Service personnel;**
2.) **Resolution No. 2009-___, approving the annual salary and benefits for Management personnel.**
3.) **Resolution No. 2009-___, approving the Memorandum of Understanding for the Norco Public Works and Parks Maintenance Workers Association (NPW&PMWA); and**
4.) **Resolution No. 2009-___, approving the Memorandum of Understanding for the Norco General Employees Association (NGEA).**

(Deputy City Manager/Director of Finance)

F. First Amendment to the Equipment Maintenance & Repair Agreement between the City of Corona and the City of Norco. **Recommended Action: Approval** (Fire Chief)

G. Approval of Employment Agreement between the City of Norco and Beth Groves for the Position of Interim City Manager. **Recommended Action: Approval** (Deputy City Manager/Director of Finance)

H. Action Minutes from the Planning Commission Meeting of June 10, 2009. **Recommended Action: Receive and File** (Planning Manager)

7. CITY COUNCIL CONTINUED PUBLIC HEARING:

A. City-Initiated Proposal to Amend Title 18 (Zoning) of the Norco Municipal Code to Regulate the Size of Accessory Buildings Allowed in Agricultural and Residential Zones (Zone Code Amendment 2008-09)

A recent code amendment changed the determination of building coverage in agricultural (A) lots based on the "flat pad" area rather than the lot size. There is, however, still potential for lots that are now animal-keeping to be rendered as non-animal-keeping lots because of the lack of restriction on the size of individual accessory buildings. This Zone Code Amendment (Zone Code Amendment 2008-09) proposes regulations on the size, height, and number of accessory buildings based on a graduated scale that takes into account the different sizes of pad areas and the ability to accommodate different sizes of accessory buildings without becoming a negative impact to residences, neighbors, and neighborhoods.

Recommended Action: Adopt Ordinance No. ____ for first reading. (Planning Manager)

8. CITY COUNCIL PUBLIC HEARING:

A. Rate Adjustments Proposed by Waste Management of the Inland Empire

The existing fifteen-year franchise agreement provides that Waste Management is entitled to receive rate adjustments for inflation (based on the Consumer Price Index) and "pass through" disposal cost increases. The agreement further provides that such rate adjustments shall not be unreasonably withheld. The rate adjustments include a Consumer Price Index (CPI) decrease of 0.997 percent, a tipping fee increase of 0.13 percent from March 2008 to March 2009; and a green waste tipping fee increase of $10.00 per ton for the Alternative Daily Cover Surcharge on the disposal components of the Waste Management rates. Except for the residential collection rate (trash/recycling/green waste) which is going up by a net of $0.76 due to disposal and Alternative Disposal Charge (ADC) pass-through costs, all of the other proposed FY 2009-2010 rates will be decreased.

Recommended Action: Adopt Resolution No. 2009-____, amending the Agreement between the City of Norco and USA Waste of California, Inc., DBA Waste Management of the Inland Empire, for the collection, transportation, recycling, and disposal of solid waste and approving rates therefore. (Deputy City Manager/Director of Finance)

B. Public Hearing Ordering Abatement of Weeds on Vacant Lots

The proposed resolution orders the abatement of weeds and authorizes the Fire Department's weed abatement contractor to begin abating weeds on vacant properties whose owners did not comply with the Notice to Abate.

Recommended Action: Adopt Resolution 2009- ___, declaring that weeds and hazardous vegetation, upon or in front of vacant property in the City of Norco, constitute a public nuisance and ordering the abatement. (Fire Chief)

9. CITY COUNCIL ITEM FOR ACTION:

A. Appointments to Various City Commissions/Beautification Committee/Economic Development Advisory Council

The City of Norco has various commissions, committees and advisory councils that advise the City Council on one or more aspects of City government. The term set for service on the Commissions is for 4-years, the term set for service on the Beautification Committee is for 3-years, and there is no term limit for service on the Economic Development Advisory Council. Currently, there is one vacancy on the Parks and Recreation Commission, one vacancy on the Planning Commission, three vacancies on the Beautification Committee, and one vacancy on the Economic Development Advisory Council.

Recommended Action: That the Council make the appointments. (City Clerk)

10. ITEMS PULLED FROM CITY COUNCIL CONSENT CALENDAR:

11. PUBLIC COMMENTS OR QUESTIONS - THIS IS THE TIME WHEN PERSONS IN THE AUDIENCE WISHING TO ADDRESS THE CITY COUNCIL REGARDING MATTERS NOT ON THE AGENDA MAY SPEAK. PLEASE BE SURE TO COMPLETE THE CARD IN THE BACK OF THE ROOM AND PRESENT IT TO THE CITY CLERK SO THAT YOU MAY BE RECOGNIZED.

12. OTHER MATTERS - COUNCIL OR STAFF:

13. ADJOURN TO JUNE 23, 2009 AT 7 P.M. IN THE CITY COUNCIL CHAMBERS LOCATED AT 2820 CLARK AVENUE IN NORCO, CALIFORNIA.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's office, (951) 270-5623. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II). Staff reports are on file in the Office of the City Clerk. 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.

/bj-72149

MINUTES
CITY OF NORCO

CITY COUNCIL/COMMUNITY REDEVELOPMENT AGENCY
WORKSHOP/REGULAR MEETING
CITY COUNCIL CHAMBERS – 2820 CLARK AVENUE
JUNE 3, 2009

CALL TO ORDER: Mayor Azevedo called the Budget Workshop to order at 4:06 p.m.

ROLL CALL:

Mayor Kathy Azevedo, **Present**
Mayor Pro Tem Malcolm Miller, **Present**
Council Member Frank Hall, **Present**
Council Member Berwin Hanna, **Present**
Council Member Richard L. MacGregor, **Present**

Staff Present -- Allred, Cooper, Jacobs, King, Milano, Okoro, Oulman, Paakkonen, Petree and Thompson

City Attorney John Harper -- **Present**

Deputy City Manager/Finance Director Okoro, assisted by Mayor Azevedo, presented an update on the Fiscal Year 2009-2010 General Fund Budget. It should be noted that since the May 6th Budget Workshop, sales tax revenues are continuing to decline and are down from the May projection by $345,800. Director Okoro noted that there is still an unresolved Fiscal Year 2009-2010 Budget deficit of $1.8 million. He also stated that the estimated Reserve Fund Balance by the end of the Fiscal Year 2009-2010 is $3.8 million (from that Reserve Fund Balance, $500,000 is required to be set-aside for outstanding workers comp and Liability Claims). The question proposed was "does the City have a financial emergency?" Absolutely, the City currently does, not only based on minimum reserve requirement, but also based on minimum cash flow needs. "If the City cannot meet cash flow needs, it will not be in the position to pay employees or vendors. This means insolvency."

Because of the negative sales tax trends, and the full expectation that the projected budget deficit for Fiscal Year 2009-2010 will continue in Fiscal Year 2010-2011 and beyond, Director Okoro stated that it is not prudent or practical to wait until reserves are totally depleted before fixing the problems we know exist.

Director Okoro explained the loans made to the two auto dealers using Redevelopment Agency funds and also stated that these loans were made in an effort to protect the General Fund sales tax base, which is the main revenue source for the General Fund. He further stated that these loans were personally guaranteed by the owners of the dealerships and the payments on those loans are current.

Director Okoro also reviewed what the City has done to reduce costs by implementing the 4-day work week, implementing layoffs of non-safety employees, and by contracting out some of the City's services.

Agenda Items 1.A. & 6.A.

Following the presentation, the Capital Improvement Program for the City of Norco and the Norco Redevelopment Agency for Fiscal Years 2010-2014 was discussed in workshop format following a brief overview by Director Okoro.

Parks, Recreation & Community Services

Director Petree stated that CIP projects in his department come from Development Impact Fees, grants, and RDA funds. He noted that the Ingalls Park Improvement project will go out to bid this year. He stated that most of the money for the Santa Ana River Trails Parkway project has been frozen because of the poor bond market. Director Petree stated that the Ridge Ranch Park project is in plan check and further stated that the Assessment District pays for ongoing maintenance for that park. In response to Mayor Pro Tem Miller's question, Director Petree stated that Stimulus Funds have been requested for field lighting and in response to Council Member Hanna, he stated that energy saving lights are definitely an option and comparisons are being made. In response to Mayor Pro Tem Miller, Director Petree stated that if resources are available, a rebate program could be looked into and taken advantage of.

Norco Redeveloment Agency

Director Oulman stated that most of the RDA projects are carryover projects. The new projects include Lonesome Dove ROW and Street Improvements, the Traffic Signal at Hamner and Alhambra, the Sixth Street/Hamner Avenue Improvements, the River Road Traffic and ROW Improvements, and the widening of the east side of Hamner Avenue in conjunction with the development of Silverlakes.

Public Works

Bill Thompson highlighted new projects funded by Development Impact Fees, Grants, TUMF or Measure A.

Trail Improvement Fund: In response to Mayor Azevedo, Director Thompson stated that there is money in the CIP to do the traffic calming at North and California and this project should go out to bid next week. He further stated that there will also be a monument at that location.

Water Improvement Fund. Director Thompson stated that the good news is that $500,000 in grant money, secured by Turch & Associates, will be used for the expansion of the water treatment plant. In response to Mayor Pro Tem Miller, Director Thompson stated that the reclaimed water line to the golf course will be completed in approximately 16 months and the River Road reclaimed water line will be available in August and will service Pikes Peak Park.

Street Improvement Fund: Director Thompson stated that TUMF, Development Impact Fees and RDA funds are used for these projects. He further noted that the City is hopeful that WRCOG will approve a reimbursement agreement for the TUMF improvements. In response to Mayor Azevedo, Director Thompson stated that the City has a joint agreement with the Corona Norco Unified School District to develop the trail behind Norco High School.

Storm Drain Fund: Director Thompson noted that funding for these projects is from Development Impact Fees. Riverside County Flood Control District also funds some of the projects.

Sewer Facilities Fund: Director Thompson stated that currently, we do not accept flow from the CRC and the Navy Base. If we did accept that flow, we would be at capacity. In response to Mayor Pro Tem Miller, Director Thompson stated that an agreement with the Navy and the CRC should be signed as early as next week. That agreement would allow the City to receive flow from them, which will go from the SARI Line to Western Riverside County Waste Water Authority.

Measure A Projects: Director Thompson stated that the City usually receives approximately $1 million per year for these projects and this money can only be used for street improvement projects. He further noted that the City is anticipating about 50 percent less in funding this year and will probably need to cut back on projects. He added that sales tax revenues need to support those projects.

THE CITY COUNCIL/CRA RECESSED TO CLOSED SESSION (SECTION 54954) TO CONSIDER MATTERS: 5:15 p.m.

Section 54957.6 – Conference with Labor Negotiator

Negotiating Parties:	Deputy City Manager/Director of Finance Okoro, City Manager Jeff Allred and Human Resources Analyst Paakkonen
Employee Organization:	Norco Firefighters Association Norco Battalion Chiefs Association
RECONVENE PUBLIC SESSION:	With no Closed Session Items to report, Mayor Azevedo reconvened the meeting at 7:05 p.m.
PLEDGE OF ALLEGIANCE:	Council Member Hanna
INVOCATION:	Pastor Vernie Fletcher *Grace Fellowship Church*
PRESENTATIONS:	The 2009 Norco Mounted Posse Rodeo Queens: *Miss Norco Mtd. Posse, Jessica Saenz* *Jr. Miss Norco Mtd. Posse Rodeo, Amanda Hop* *Young Miss Norco Mtd. Posse Rodeo, Cheyenne Clark* *Little Miss Norco Mtd. Posse Rodeo, Danielle Phillipi*

PROCLAMATIONS: Jacob Alexander Oller
Eagle Court of Honor

Buzz Riebschlager
Winner of Norco Extreme Mustang Trail Challenge

A presentation was shown highlighting Mr. Riebschlager's (Buzz's) winning performance at the Norco Extreme Mustang Trail Challenge.

REGULAR COMMUNITY REDEVELOPMENT AGENCY (CRA) AGENDA AS FOLLOWS:

M/S Hall/Miller to approve the items as recommended on the CRA Consent Calendar. The motion was carried by the following roll call vote:

AYES: AZEVEDO, HALL, HANNA, MACGREGOR, MILLER
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

1. CRA CONSENT CALENDAR ITEMS:

   A. CRA Minutes, Regular Meeting of May 20, 2009. **Recommended Action: Approve the CRA Minutes** (City Clerk)

A. 2. JOINT CRA/CITY COUNCIL ITEM FOR ACTION:

   A. Declaration of Financial Hardship and Emergency

   Due to rapidly declining revenues caused by severe economic conditions, a proposed raid by the State of California on the City's property tax and related revenues, and rising operating costs, the City Council will consider adoption of a Resolution finding that a severe fiscal hardship and an emergency exist relative to the City's General Fund.

   Recommended Action: Adopt Resolution No. 2009-____, declaring a financial hardship and emergency due to declining revenues, seizure of local revenues by the State of California and escalating operating costs. (Deputy City Manager/Director of Finance)

B.
Director Okoro and Mayor Azevedo jointly presented the Fiscal Year 2009-2010 General Fund Budget update.

Mayor/Chairman Azevedo OPENED the Joint CRA/City Council public hearing, indicating that proper notification had been made and asking for the appearance of those wishing to speak.

John Box, 159 Oldenburg. Mr. Box stated that he did not hear anything about how to solve the revenue problem and asked the residents to hold the Council accountable.

Harvey Sullivan, 4561 Hillside. Mr. Sullivan stated that when the City employees went to a 4-day work-week, they did not take a pay cut, but received a pay raise. He stated the Redevelopment Agency is meant to bring in businesses that provide revenue and believes that the City has misused RDA funds.

Mayor/Chairman Azevedo CLOSED the public hearing.

M/S MacGregor/Miller to Adopt Resolution No. 2009-27, declaring a financial hardship and emergency due to declining revenues, seizure of local revenues by the State of California and escalating operating costs. The motion was carried by the following roll call vote:

AYES: AZEVEDO, HALL, HANNA, MACGREGOR, MILLER
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

C. 3. JOINT CRA/CITY COUNCIL PUBLIC HEARINGS:

A. Annual Operating Budgets for the City of Norco and the Norco Redevelopment Agency for Fiscal Year 2009-10

Recommended Action: That the City Council receive public comments for the proposed Operating Budgets for the City and the Norco Redevelopment Agency, and continue the Public Hearing to June 17, 2009 for final approval and adoption. (Deputy City Manager/Director of Finance)

Mayor/Chairman Azevedo OPENED the Joint CRA/City Council public hearing, indicating that proper notification had been made and asking for the appearance of those wishing to speak.

Public Comments – listed with presenter names and comment:

Linda Dixon. Spoke in favor of further negotiations.

Robert Franck. Spoke in favor of further negotiations.

Su Bacon. Spoke in favor of working together to save Norco.

Arlene Hutchinson. Spoke in support of the Norco Fire Department and the services they provide.

Robert Shine. Spoke in support of the Norco Fire Department and the services they provide.

Rob Lake. Spoke in support of the Norco Fire Department.

Sandy Duckworth. Directed comments to Council Member Hall regarding the City's youth sport's programs and the article in the *Press Enterprise*.

Jim Lambert. Member of the Norco Fire Department. -- spoke in an effort to clarify facts.

Ron Laursen. Member of the Norco Fire Department and President of the Norco Firefighters Association -- spoke regarding the concessions they have made and how they have always "been there" in support of the City. He stated that this is a public safety issue.

Roy Hungerford. Stated that this really comes down to finances and spoke in support of the current City Council.

Howard Smith. Spoke in support of the Fire Department.

Herb Higgins. Spoke in support of the current Fire Department staffing structure.

Michael Gutierez. Spoke in favor of the current Fire Department services.

Michal Harris. Spoke on the inflated salaries of the Norco Firefighters.

Jeanine Adams. Spoke in support of the City Council and encouraged everyone to be a part of this solution.

Tom Willison. Spoke in favor of the facts, other than what we are getting from the Union.

Michele Gallego. Spoke in favor of the Norco Fire Department and thanked them for their service to her and her newborn baby.

Rick Cheathom. Spoke in support of the lifestyle and public safety in Norco.

Lori Lyon. Spoke in support of the City finding other ways to generate revenue.

Richard Hallam. Spoke on the comment in the *Press Enterprise* regarding closing City parks and how important it is to keep these parks open for organized sports in our City.

John Latta. Spoke in favor of the negotiated NFA MOU and stated that the first responsibility of local government is to provide for public safety.

Matthew Jefferson. Spoke on the need to pull together and take responsibility to help each other.

John Kiger. Spoke in favor of not cutting positions in the Fire Department and commented that it is important for the city to retain 4-man engines.

Rob Koziel. Spoke encouraging the Council to step up to the plate and stated that the Council is doing the best job they can.

Shirley Lewis. Spoke in support of the Norco Fire Department and that the City should take measures to generate revenue.

Gary Hendrickson. Spoke in support of the Fire Department.

Jerry Austin. Spoke regarding the importance of public safety and supported the current Fire Department staffing.

Lois Looke. Spoke in favor of the Fire Department.

Brian Floyd. Spoke regarding his work with all of the Council and was in favor of the Norco Firefighters Association.

Greg Hall. Spoke in support of youth sports in the City and on the comment in the *Press Enterprise* and supports the Council.

Julie Waltz. Spoke in support of public safety and the Fire Department.

Theresa Vromans. Spoke in support of the Fire Department and stated that public safety should be number one issue.

Mike Matheson. Member of the Norco Fire Department – spoke to request further negotiations.

John Vidaurri Member of the Norco Fire Department – spoke to request continued employment with the Fire Department.

Norvah Williams. Spoke against the need for a union and allow the people to elect who they want and not who the union supports.

Ben Eastman. Member of the Norco Fire Department – spoke in favor of continued negotiations.

Harvey Sullivan. Spoke to thank the City Council and staff and supports commitment to public safety. He further would like the Council to look at a service fee to be voted on by the residents in November.

Olivia Hoyt. City of Norco Accounting Manager -- spoke in support of Deputy City Manager/Finance Director Okoro and added that there is a need to look at the high costs of public safety.

Mark Gilman. Member of the Norco Fire Department -- spoke on safety issues.

Becky Buffington. Spoke regarding an incident that occurred with Fire Department personnel and wants to know where they stand. She supports the Council and hopes that they make the right decision.

Stephanie Kooiman. Spoke in support of the children's sports and stated that we all need to work together and not point fingers.

Noah Byrne. Member of the Norco Fire Department – spoke in favor of further negotiations.

Lisa Butler. Spoke in support of the Fire Department but added that the City cannot afford them anymore.

Aaron Paakkonen (9 ½ years old). Submitted written statement as follows: "In this tough economy we can not afford to have the firemen;s: 1) Free LA Fitness memberships; 2) When a man calls in sick, fill it in with overtime pay; 3) And, now think to take away youth sports from Norco to not lay off firemen. We need that money that comes from us tax payers for our city finances or else we will eventually become bankrupt and a part of Riverside County. Just lay off a couple of firemen, take away gym memberships, and don't fill in sick time with over time pay."

Mayor/Chairman Azevedo CLOSED the public hearing.

Council Member Hanna. Thanked the public for voicing their opinions and stated that no action will be taken tonight on the budget.

Council Member MacGregor. Stated that regarding the negotiations, hopefully they will continue; however, the problem is that we cannot afford everything we want to have. He further stated that the Council is doing everything possible to increase revenues so that the City can afford everything they have and want to have. He added that no one expected this economy downturn to happen so quickly. Council Member MacGregor stated that the last thing the Council wants to do was to reduce public safety but does not know what the solution is. He stated that he does not see that a tax increase will be approved and that the City needs to come up with substantial savings.

Council Member Hall. Explained a couple of lines in the *Press Enterprise* resulting from the lengthy discussion with the reporter. He noted that the conversation was taken out of context and does not want to see any of the City's parks close. Council Member Hall stated that the Council did plan for a downtime, but that the problem is this economy has gone so far down that we can see that we will reach the end of our reserves if we continue on the same road we are on now. He stated that a utility tax might be a way that the City could

raise sufficient funds. He further requested that staff provide information to the Council before the next meeting regarding how much revenue this would potentially produce and proposed that this be placed on the November ballot if it proves to produce enough revenue.

Mayor Pro Tem Miller. Stated that there is no one on the Council that wants to lay off Firefighters, but that we can only maintain jobs when the City is solvent. He added that the lack of cooperation from the Norco Firefighters Association left the Council with no other option than to send out notices of intent to layoff, and added that the negotiations are still ongoing. Mayor Pro Tem Miller stated that the response of the Firefighters from those notices of intent was to send out scare tactics and untruths throughout the community. He stated that Goal 6 of the adopted Strategic Plan is to 1) improve response times, and 2) reduce operating costs. He went on further to explain the recommendations of the Task Force that met in 2008 to reduce the operating costs of the Fire Department. In November of 2008, the recommendations came before the Council and to date none of the recommendations have been accepted by the Norco Firefighters Association. He also added that the Fire Chief negotiated a Mutual Aid Agreement with the City of Corona so that Norco would not need to build an additional fire station. Mayor Pro Tem Miller highlighted portions of a letter Fire Chief Frye had sent via email to Ron Laursen, as President of the Union, as follows: "Given the state of affairs that presently exist in the public sector, I believe there will be much more drastic steps taken to find ways to reduce costs than simply working short. I am asking you to let go of the hard stance you have taken against working short and remember that the citizens of Norco allowed a fire station to be closed a few years back. By scheduling vacations and working short, we can save the City thousands of dollars immediately and, at the same time, we can save every uniformed position on our engine companies. I have never suggested a salary reduction and I have always fought for preserving every position we currently have. Conversely, I have never made any promises about there always being overtime. Ron, overtime is not a benefit. I know you have threatened me with a public campaign if we implement a work short program. I am willing to take the heat and I think the residents of Norco will understand that this is a measure that is necessary for the preservation of the very lifestyle they are willing to fight for. I am enlisting your support and cooperation and know that the members of our department will also understand that we are fighting to save jobs and we are also fighting to save the City of Norco from financial ruin. I trust you will join me in this effort. Together we can make it work for everyone and really provide a service to the citizens we both serve." Mayor Pro tem Miller stated that if the leadership of the Norco Firefighters Association does not make any concessions, the Council may be left without any choice. He further stated the letters were only a notice of intent to layoff and negotiations are still in process. He stated that the Council is trying to save the City and also the Firefighter's jobs.

Mayor Azevedo. Stated that it is a difficult job to be a Council Member, especially when cuts and concessions are discussed. She noted that the City is in a crisis and the Council is fiscally responsible to make the right decisions. Mayor Azevedo noted that we are a unique City, and with that uniqueness comes additional challenges. She stated that the City is severely impacted because of such few homes, producing little revenue from property taxes. Mayor Azevedo listed the fire agencies in the Inland Empire that have 3-man engine companies including Banning, Beaumont, Canyon Lake, Eastvale, Lake Elsinore, Murrieta, Moreno Valley, Perris, San Jacinto, Hemet and San Bernardino. She further noted that

other cities in Orange County, San Bernardino County and Los Angeles County also maintain 3-man engine companies. Mayor Azevedo stated that further negotiations are planned with the Association. She stated that the citizens need to understand the position the City is in and that there is a risk of bankruptcy if no concessions are made. She also stated that the City tries to attract businesses to Norco, but we sometimes don't get to choose who decides to locate in Norco. Mayor Azevedo stated that we need to work together for the common good of this community and that if we go bankrupt, we will not only loose six Firefighters, we will lose the entire Fire Department.

M/S Hall/Hanna to continue the Public Hearing to June 17, 2009 for approval and adoption The motion was carried by the following roll call vote:

AYES: AZEVEDO, HALL, HANNA, MACGREGOR & MILLER
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

Mayor Azevedo recessed the meeting at 11:05 p.m.

Mayor Azevedo reconvened the meeting at 11:24 p.m.

B. Capital Improvement Program for the City of Norco and the Norco Redevelopment Agency for Fiscal Years 2010-2014

The City Council has held a budget workshop to discuss the five-year Capital Improvement Program (CIP) for the Fiscal Years 2010-2014. The City Council and Agency Board will open a Public Hearing to receive input from the public. Staff recommends that the City Council and Agency Board approve and adopt the CIP for Fiscal Years 2010-2014.

Recommendation: Adopt Resolution No. 2009____, approving and adopting the City of Norco Capital Improvement Program for the Fiscal Years 2010-2014; and CRA Resolution No. 2009-____, approving and adopting the Norco Redevelopment Agency Capital Improvement Program for the Fiscal Years 2010-2014. (Director of Fiscal and Support Services)

Mayor/Chairman Azevedo OPENED the Joint CRA/City Council public hearing, indicating that proper notification had been made and asking for the appearance of those wishing to speak. With no public comments, Mayor/Chairman Azevedo CLOSED the public hearing.

M/S Miller/MacGregor to Adopt Resolution No. 2009-28, approving and adopting the City of Norco Capital Improvement Program for the Fiscal Years 2010-2014; and CRA Resolution No. 2009-7, approving and adopting the Norco Redevelopment Agency Capital Improvement Program for the Fiscal Years 2010-2014. The motion was carried by the following roll call vote:

AYES: AZEVEDO, HALL, HANNA, MACGREGOR, MILLER
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

4. OTHER CRA MATTERS: No Other CRA Matters.

ADJOURNMENT OF CRA: 11:28 p.m.

REGULAR CITY COUNCIL AGENDA AS FOLLOWS:

M/S Hall/Miller to approve the items as recommended on the City Council Consent Calendar. The motion was carried by the following roll call vote:

AYES: AZEVEDO, HALL, HANNA, MACGREGOR, MILLER
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

5. CITY COUNCIL CONSENT CALENDAR ITEMS:

A. City Council Minutes:
Special Meeting of May 14, 2009. **Recommended Action: Approve the City Council Minutes**
Regular Meeting of May 20, 2009. **Recommended Action: Approve the City Council Minutes**
(City Clerk)

B. Action Minutes for Planning Commission Meeting of May 27, 2009. **Recommended Action: Receive and File** (Planning Manager)

C. Procedural Step to Approve Ordinance after Reading of Title Only. **Recommended Action: Approval** (City Clerk)

D. Lease Agreement Between the Norco Chamber of Commerce and the City of Norco for Use of the George Ingalls Equestrian Event Center for the 2009 Norco Valley Fair **Recommended Action: Approve the Lease Agreement for the 2009 Norco Valley Fair.** (Director of Parks, Recreation & Community Services)

E. Award of Contract for Street Improvements on First Street at Parkridge Avenue. **Recommended Action: Award a professional design services contract to Raab Engineering in the amount of $5,760 and authorize the Interim City Manager to approve change orders up to 10% of the contact amount.** (Senior Engineer)

F. Agreement for Law Enforcement Services Eliminating One Motor Officer Position. **Recommended Action: Authorize the Mayor to sign the Agreement for Law Enforcement Services.** (Lt. Cooper)

G. Order of Procedure and Resolutions Necessary for The Annual Assessment Levy Continuing Landscape Maintenance Districts No. 1 – Beazer, Tract 28765; No. 2 – Western Pacific, Tract 25779; No. 3 – Centex, Tract 28826; No. 4 – Norco Ridge Ranch, Tracts 29588 and 29589; and No. 5 – Hawk's Crest, Tract 30230. **Recommended Action: That the members of the City Council adopt the following Resolutions:**

Resolution No. 2009-29, (Beazer); Resolution No. 2009-30, (Western Pacific); Resolution No. 2009-31, (Centex); Resolution No. 2009-32, (Norco Ridge Ranch); Resolution No. 2009-33, (Hawk's Crest), Approving the Engineer's Preliminary Report for the Annual Levy of Assessments for the Fiscal Year 2009-2010 in Said District: and

Resolution No. 2009-34, (Beazer); Resolution No. 2009-35, (Western Pacific); Resolution No. 2009-36, (Centex); Resolution No. 2009-37, (Norco Ridge Ranch), Resolution No. 2009-38, (Hawk's Crest), Declaring City's Intention to Provide for an Annual Levy and Collection of Assessments for Certain Maintenance in an Existing District, and Setting a Time and Place for the Public Hearing.(City Engineer Milano)

H. Elimination of One Fire Battalion Chief Position. **Recommended Action: Approve Elimination of one (1) Fire Battalion Chief position**. (City Manager)

6. CITY COUNCIL CONTINUED PUBLIC HEARING:

A. Appeal of Planning Commission Denial of a Request to Allow Expansion of Food and Alcoholic Beverage Service to an Existing Outdoor Deck on Property Located at 3841 Old Hamner Avenue in the C-G (General Commercial) Zone

The Planning Commission has denied a request by the operator of the Maverick to expand the service of food and alcohol onto an existing outside deck. Although the deck was constructed without building permits, it was later authorized to remain without having to obtain a building permit so long as the use remained for smoking only. The Planning Division, Building Division, Engineering Division, and the Sheriff's Department have each identified significant concerns and each recommended to the Planning Commission that the request be denied. The Planning Commission concurred with staff and voted unanimously to deny the request. The owner has appealed the denial to the City Council. The appeal hearing originally scheduled for March 18, 2009 was continued to June 3 at the request of the appellant (owner of Maverick).

Recommended Action: That the City Council take no action as the applicant has withdrawn his application. (Planning Manager)

7. CITY COUNCIL PUBLIC HEARINGS:

A. Confirming Costs for Spring Weed Abatement

Recommended Action: Continue the Public Hearing to July 15, 2009. (Fire Chief)

M/S Miller/MacGregor to continue the public hearing to July 15, 2009. The motion was carried by the following roll call vote:

AYES: AZEVEDO, HALL, HANNA, MACGREGOR, MILLER
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

B. City-Initiated Proposal to Amend Title 18 (Zoning) of the Norco Municipal Code to Regulate the Size of Accessory Buildings Allowed in Agricultural and Residential Zones (Zone Code Amendment 2008-09)

A recent code amendment changed the determination of building coverage in agricultural (A) lots based on the "flat pad" area rather than the lot size. There is, however, still potential for lots that are now animal-keeping to be rendered as non-animal-keeping lots because of the lack of restriction on the size of individual accessory buildings. This Zone Code Amendment (Zone Code Amendment 2008-09) proposes regulations on the size, height, and number of accessory buildings based on a graduated scale that takes into account the different sizes of pad areas and the ability to accommodate different sizes of accessory buildings without becoming a negative impact to residences, neighbors, and neighborhoods.

Recommended Action: Adopt Ordinance No. ____ for first reading. (Planning Manager)

Mayor Azevedo OPENED the City Council continued public hearing, indicating that proper notification had been made and asking for the appearance of those wishing to speak. With no one wishing to speak, Mayor Azevedo CLOSED the public hearing.

M/S Azevedo/Hanna to continue the public hearing to June 17, 2009. The motion was carried by the following roll call vote:

AYES: AZEVEDO, HALL, HANNA, MACGREGOR & MILLER
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

8. ITEMS PULLED FROM CITY COUNCIL CONSENT CALENDAR: No Items Pulled.

9. PUBLIC COMMENTS OR QUESTIONS: No Public Comments.

10. OTHER MATTERS - COUNCIL OR STAFF:

    A. **Mayor Pro Tem Miller** stated that he had attended the Solid Waste Local Task Force meeting and it was reported that a new $10 per ton Alternative Daily Cover (ADC) green waste surcharge will now be charged, as approved by the County of Riverside. He also reported that the WRCRWA Board gave very lukewarm support for the Renewable Energy Project at the Wastewater Treatment Plant. The conclusion was drawn that the City may need to consider alternative sites for its Renewable Energy Project.

11. ADJOURNMENT: There being no further business to come before the City Council, Mayor Azevedo adjourned the meeting at 11:33 p.m.

BRENDA K. JACOBS
CITY CLERK

/bj-72729

CITY OF NORCO
STAFF REPORT

TO:	Chairman and Members of the Redevelopment Agency
FROM:	Andy Okoro, Deputy Executive Director
PREPARED BY:	Deborah L. DeGrado, Housing Manager
DATE:	June 17, 2009
SUBJECT:	Appropriation of $116,000 to Low-Mod Budget, Fiscal Year 2008-09
RECOMMENDATION:	Adopt CRA Resolution No. 2009-____, Appropriating $116,000 from the Low-Mod Fund Balance

SUMMARY: The Low-Mod Budget for fiscal year 2008/09 has been impacted by unanticipated expenses in the Infill Program and the Sewer Assistance (SWAT) Program. Staff is seeking to appropriate $36,000 for the Infill Housing Program and $80,000 for the Sewer Assistance Program from the Low-Mod Fund Balance to offset these expenses to assist in balancing the 2008-09 Low-Mod budget.

BACKGROUND/ANALYSIS: The Redevelopment Agency-owned Infill house on Second Street that was purchased to acquire street right-of-way has been renovated, and is currently in escrow to be sold to an income-qualified moderate-income family. The cost to renovate the house and bring the property into compliance was just over $100,000. There will be additional small expenses for escrow and landscape maintenance until the new owner moves into the property. Staff recommends the amount of $36,000 be appropriated to Account 015-5500-41220 from the Low-Mod fund balance. Once the house is sold, sale proceeds of approximately $198,000 will be received.

There has been a steady increase in the number of seniors being assisted by the Sewer, Water and Trash Subsidy Program (SWAT) and the amount of the subsidy was increased by the Agency Board in August 2008. In addition, a change in the procedure of posting reimbursements to the water and sewer accounts on a monthly basis instead of a yearly basis caused FY07/08 SWAT reimbursements to be posted in FY08/09 in additional to the budgeted costs for FY08/09. The amount of $80,000 will need to be appropriated to Account 015-5500-41255.

FINANCIAL IMPACT: The Low-Mod Fund will have an estimated year end fund balance of $1,576,450 for FY08/09.

/dg – 72780
Attachment: CRA Resolution No. 2009-_____

Agenda Item 1.B.

CRA RESOLUTION NO. 2009-_____

A RESOLUTION OF THE NORCO REDEVELOPMENT AGENCY APPROPRIATING $116,000 FROM THE LOW-MOD FUND BALANCE TO OFFSET UNANTICIPATED EXPENSES PRIOR TO FISCAL YEAR END

WHEREAS, the Norco Redevelopment Agency ("Agency"), under provision of the California Community Redevelopment Law, is engaged in activities necessary for the execution of the redevelopment Plan for Norco Redevelopment Project Area No. One ("Project Area")' and

WHEREAS, Low-Mod funds have been appropriated to provide a variety of Housing Programs that assist or subsidize qualified families in the city of Norco; and

WHEREAS, the Infill Housing Program will require an additional allocation of $36,000 to cover expenditures to renovate and re-sell an Agency-owned Infill house to an income-qualified family; and

WHERAS, the Sewer Assistance Program (SWAT) has experienced an increase in the number of residents receiving the subsidy, as well as an increase in the amount of subsidy offered to each participant, the Program budget will require an additional allocation of $80,000 to the remainder of fiscal year 2008-09; and

WHEREAS, the estimated year end fund balance for the Low-Mod Fund will be $1,576,450 for Fiscal Year 2008/09.

NOW THEREFORE, BE IT RESOLVED, that the amount of $36,000 shall be appropriated to Account No. 015-5500-41220 and the amount of $80,000 shall be appropriated to Account No. 015-5500-41255 from the Low-Mod Fund Balance to assist in balancing the 2008-09 Low-Mod budget.

PASSED AND ADOPTED by the Norco Redevelopment Agency at a regular meeting held on June 17, 2009.

_____
Chairman, Norco Redevelopment Agency

ATTEST:

_____
Secretary, Norco Redevelopment Agency

I, BRENDA K. JACOBS, Secretary of the Norco Redevelopment Agency, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Norco Redevelopment Agency at a regular meeting thereof held on June 17, 2009, by the following vote of the Norco Redevelopment Agency Members:

AYES:
NOES:
ABSENT:
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Norco Redevelopment Agency on June 17, 2009.

_____
Secretary, Norco Redevelopment Agency

/dg - 72783

CITY OF NORCO
STAFF REPORT

TO: Chairman and Members of the Norco Redevelopment Agency

FROM: Andy Okoro, Deputy City Manager/Director of Finance

PREPARED BY: William R. Thompson, Director of Public Works

DATE: June 17, 2009

SUBJECT: Appropriation of Additional Funds for the Broken Arrow and Western Avenue Storm Drain Improvement Project

RECOMMENDATION: Adopt **CRA Resolution No. 2009-____**, appropriating additional funds for the Broken Arrow and Western Avenue Storm Drain Improvement Project in the amount of $275,808.

SUMMARY: The Broken Arrow and Western Avenue Storm Drain Improvement Project consists of the installation of storm drain improvements between Pacer Park and Wayne Makin Park. The project requires change orders due to conflicts with Southern California Edison (SCE) utilities as well as the addition of additional catch basin inlets.

BACKGROUND/ANALYSIS: On December 17, 2008, the City Council awarded a public works contract to S.P. Pazargad Engineering Construction, Inc. in the amount of $1,245,808.00 for the Broken Arrow and Western Avenue Storm Drain Improvement Project. This improvement project was originally a master planned Riverside County Flood Control and Water Conservation District (RCFC&WCD) storm drain. RCFC&WCD has included a sum of $500,000 in its 2008/09 budget for the purpose of contributing funds to the City of Norco for the construction of these improvements. The City executed a funding agreement with RCFC&WCD in August of last year for these improvements.

During construction, it was determined that the proposed storm drain conduit was in direct conflict with a SCE conduit bank. The proposed storm drain could not be realigned due to the relatively flat grades to the storm drain; thus, the SCE conduit bank had to be relocated. In addition, it was determined that it is necessary to construct additional catch basin inlets at some of the adjacent properties to ensure that the City eliminated all of the locations of standing water in the rear of the properties when the storm drain project is ultimately completed.

FINANCIAL IMPACT: A resolution has been prepared to appropriate and transfer an additional $275,808 from the Agency Capital Improvement Program fund balance (Fund 012) to the Broken Arrow and Western Avenue Storm Drain Improvement Project (Fund 129). The estimated available fund balance in the Redevelopment Capital Improvement Program Fund, as of July 1, 2009 is $12.6 million.

/bt-72828
Attachments: CRA Resolution No. 2009-___

Agenda Item 1.C.

CRA RESOLUTION NO. 2009-___

A RESOLUTION OF THE NORCO REDEVELOPMENT AGENCY APPROPRIATING ADDITIONAL FUNDS FOR THE BROKEN ARROW AND WESTERN AVENUE STORM DRAIN IMPROVEMENT PROJECT

WHEREAS, the Norco City Council ("Council"), has approved a Capital Improvement Program for the construction of public improvements for the benefit of the Community; and

WHEREAS, the improvements of the Broken Arrow and Western Avenue Storm Drain Improvement Project will eliminate undesired ponding of storm water in the rear of the affected residents; and

WHEREAS, the improvements of the Broken Arrow and Western Avenue Storm Drain Improvement Project will increase the flood control capacity of the Western Avenue drainage basin; and

WHEREAS, the improvements of the Broken Arrow and Western Avenue Storm Drain Improvement Project will reduce the annual maintenance costs for the existing earthen channel in the rear of the properties; and

WHEREAS, additional funding is required in the amount of $275,808 to complete this project and is available in the Agency Capital Improvement Program fund balance.

NOW THEREFORE, BE IT RESOLVED that the amount of $275,808 shall be appropriated from the Agency Capital Improvement Program fund balance (Fund 012) and transferred to the Broken Arrow and Western Avenue Storm Drain Improvement Project (Fund 129).

PASSED AND ADOPTED by the Norco Redevelopment Agency at a regular meeting held on June 17, 2009.

_____
Chairman
Norco Redevelopment Agency

ATTEST:

_____
Secretary, Norco Redevelopment Agency

I, BRENDA JACOBS, Secretary of the Norco Redevelopment Agency, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Norco Redevelopment Agency at a regular meeting thereof held on June 17, 2009, by the following vote of the Norco Redevelopment Agency Members:

AYES:
NOES:
ABSENT:
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Norco Redevelopment Agency on June 17, 2009.

_____
Secretary, Norco Redevelopment Agency

/bj-72827

CITY OF NORCO
STAFF REPORT

TO: Chairman and Members of the Norco Redevelopment Agency

FROM: Andy Okoro, Deputy City Manager/Director of Finance

PREPARED BY: William R. Thompson, Director of Public Works

DATE: June 17, 2009

SUBJECT: Appropriation of Additional Funds for the Street Improvements at River Road and Second Street Project

RECOMMENDATION: Adopt **CRA Resolution No. 2009-____**, appropriating additional funds for the Street Improvements at River Road and Second Street Project in the amount of $25,000.

SUMMARY: The Street Improvements at River Road and Second Street Project consists of the installation of street and traffic signal improvements at River Road and Second Street. The project requires change orders due to additional sidewalk installation, driveway modifications, and utility conflicts.

BACKGROUND/ANALYSIS: On March 4, 2009, the Agency awarded a public works contract to Hardy & Harper, Inc. in the amount of $333,000.00 for the Street Improvements at River Road and Second Street Project. The Street Capital Improvement Fund (149) was approved and identified $983,960 for this project.

During construction, it was determined that the existing driveways to the retail center at the northeast corner of River Road and Second Street needed to be reconstructed as part of this project since the future redevelopment project is being delayed. The contractor was also instructed to install the sidewalk along Second Street that was originally part of the on-site development plans. Finally, the signal modification at the intersection of River Road and Second Street needed further modifications due to a conflict of the new signal pole with the overhead power lines.

FINANCIAL IMPACT: A resolution has been prepared to appropriate an additional $25,000 for the additional improvements from the FY2008/09 Agency Capital Improvement Project Budget to the Street Improvements at River Road and Second Street Project.

/wrt-72819
Attachments: CRA Resolution No. 2009-___

Agenda Item 1.D.

CRA RESOLUTION NO. 2009-___

A RESOLUTION OF THE NORCO REDEVELOPMENT AGENCY APPROPRIATING ADDITIONAL FUNDS FOR THE STREET IMPROVEMENTS AT RIVER ROAD AND SECOND STREET PROJECT

WHEREAS, the Norco Redevelopment Agency ("Agency"), under provisions of the California Community Redevelopment ("CRA") Law, is engaged in activities necessary for the execution of the Redevelopment Plan for Norco Redevelopment Project Area No. One ("Project Area"); and

WHEREAS, the Norco Redevelopment Agency ("Agency") has approved a Capital Improvement Program for the construction of public improvements for the benefit of the community; and

WHEREAS, the improvement of River Road and Second Street with a traffic signal will benefit the Agency and City of Norco by improving traffic flow and assigning right-of-way in the immediate area; and

WHEREAS, the improvement of River Road and Second Street with a traffic signal will reduce traffic conflicts as a result of the ultimate development project; and

WHEREAS, funding is available through the Agency Capital Improvement Program Fund.

NOW THEREFORE, BE IT RESOLVED that the amount of $25,000 shall be appropriated from the Agency Capital Improvement Program Fund and transferred to the Street Improvements at River Road and Second Street Project Fund.

PASSED AND ADOPTED by the Norco Redevelopment Agency at a regular meeting held on June 17, 2009.

_____
Chairman
Norco Redevelopment Agency

ATTEST:

_____
Secretary, Norco Redevelopment Agency

I, BRENDA JACOBS, Secretary of the Norco Redevelopment Agency, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Norco Redevelopment Agency at a regular meeting thereof held on June 17, 2009, by the following vote of the Norco Redevelopment Agency Members:

AYES:
NOES:
ABSENT:
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Norco Redevelopment Agency on June 17, 2009.

_____
Secretary, Norco Redevelopment Agency

/wrt-72820

CITY OF NORCO
STAFF REPORT

TO:	Chairman and Members of the Norco Redevelopment Agency
FROM:	Andy Okoro, Deputy Executive Director
PREPARED BY:	Brian Oulman, Economic Development Director Urban Futures, Inc., Norco Redevelopment Agency Consultant
DATE:	June 17, 2009
SUBJECT:	Approval of the 2005-2009 Mid-Term Update of the Five-Year Implementation Plan for the Norco Redevelopment Project Area No. One and Amendments Thereto
RECOMMENDATION:	Adopt CRA Resolution No. 2009-____, Approving the 2005-2009 Mid-Term Update of the Five-Year Implementation Plan.

SUMMARY: The proposed action will support the Agency's goal to ensure compliance with all goals, objectives and policies established with respect to implementing economic development and blight remediation activities within the City of Norco.

BACKGROUND/ANALYSIS: On December 21, 2005, the Agency adopted a five-year Implementation Plan, which was the third in a series of Redevelopment Implementation Plans mandated by State law in 1994 with the adoption of Assembly Bill 1290. The 2005-2009 Implementation Plan, prepared pursuant to California Community Redevelopment Law (CCRL) Section 33490(a)(1), outlines specific goals, objectives, and programs for the five-year implementation period. The State of California, however, recognizing that redevelopment is a fluid process included a provision in redevelopment law requiring the Implementation Plan be subject to periodic public review. The review must be held in a noticed public hearing during the five-year period to give interested parties an opportunity to comment on the status and progress of the Agency's redevelopment programs and expenditures as they relate to the goals and objectives of the Implementation Plan.

The Mid-term Update is based on a review of Agency reports and budgets as well as discussions with Agency staff. For fiscal years 2004-2005 through 2007-2008, data from approved financial reports, budgets, and program expenditures were used. The best available budget data was incorporated for FY 2008-2009 and updated projections for the remaining year of the planning cycle were prepared as part of the Mid-term Update.

The 2005-2009 Implementation Plan included a number of goals and objectives that were satisfied during the program time period. Since adoption of the Redevelopment Plans, the

Agency has, both unilaterally and through participation in joint public/private partnerships, facilitated a number of successful projects and programs aimed at economic revitalization, Project Area blight reduction and achievement of the Agency's goals and objectives. Key non-housing accomplishments include: promotion of its revitalization strategy for the Hamner Avenue corridor, promotion of the potential development of the Silverlakes property, continuing to facilitate improvements to "Old Town" Norco and continued enhancements to the Norco Auto Mall. Housing accomplishments include continuation of several housing rehabilitation and enhancement programs including the rehabilitation of the 86-unit Heritage Park senior complex, aggressively marketed the First-time Homebuyer and Infill Programs, designated seven (7) sites for potential development of new multi-family housing and assisted 47 homeowners with reimbursement for a portion of the property taxes assessed for sewer lateral hookups.

The 2008 Plan Amendment accomplished two related purposes. It increased the Plan's maximum amount of the bonded indebtedness and increased the Plan's overall tax increment limit. The Amendment will allow the Agency to implement its projects and programs without concern regarding reaching its ceiling on its bonded indebtedness and allow the Agency to continue to collect tax increment revenue to implement its adopted goals and objectives, as stated in its current 2005-2009 Implementation Plan and incorporated in the Implementation Plan accompanying the 2008 Plan Amendment. Specific details are included in the Mid-term Update document.

The Mid-term Update under consideration meets the provisions of State redevelopment law and demonstrates that the Agency is financially healthy and successfully meeting its program goals.

FINANCIAL IMPACT: There are no direct financial impacts resulting from adoption of the Mid-term Update. Execution of the Agency's responsibilities pursuant to the Implementation Plan, however, will continue to require the commitment of undetermined amounts of both staff and consultant time.

/mb-72577
Attachments: CRA Resolution No. 2009-____
2005-2009 Mid-Term Update of the Five-Year Implementation Plan

CRA RESOLUTION NO. 2009-___

A RESOLUTION OF THE NORCO REDEVELOPMENT AGENCY, APPROVING THE 2005-2009 MID-TERM UPDATE OF THE FIVE-YEAR IMPLEMENTATION PLAN FOR THE NORCO REDEVELOPMENT PROJECT AREA NO. ONE AND AMENDMENTS THERETO

WHEREAS, California Community Redevelopment Law (CCRL) California Health and Safety Code Section 33000 *et seq.*) Section 33490(a)(1)(A) requires that on or before December 31, 1994, and each five years thereafter, each redevelopment agency that has adopted a redevelopment plan prior to December 31, 1993, shall adopt, after a public hearing, an implementation plan that shall contain the specific goals and objectives of the agency for the project area, the specific programs, including potential projects and estimated expenditures proposed to be made during the next five years, and an explanation of how the goals and objectives, and programs and expenditures will eliminate blight within the project area and implement the requirements of CCRL Sections 33334.2, 33334.4, 33334.6 and 33413 *et al.*; and

WHEREAS, the Norco Community Redevelopment Agency (the "Agency") has prepared and adopted a 2005-2009 Implementation Plan on December 21, 2005 pursuant to requirements contained in CCRL Section (a)(1); and

WHEREAS, CCRL Section 33490(b) requires that every agency, at least once within the five-year term of the plan, conduct a public hearing and hear testimony of all interested parties for the purpose of reviewing the redevelopment plan and the corresponding implementation plan for each redevelopment project within the jurisdiction and evaluating the progress of the redevelopment project; and

WHEREAS, the Agency has caused a Mid-term Update of the 2005-2009 Implementation Plan to be prepared that capsulates the Agency's redevelopment efforts and achievements since adoption of the Implementation Plan and clarifies and updates the Agency's longer-term course of redevelopment plan implementation through June 30, 2009; and

WHEREAS, all legal prerequisites to the adoption of this Resolution, including publication, postings, and mailing of the required notice pursuant to CCRL Section 33490(d), and California Government Code Section 6063, have occurred; and

WHEREAS, the Mid-term Update of the 2005-2009 Implementation Plan was made available for public review not less than seven days prior to the June 17, 2009, public hearing; and

WHEREAS, on June 17, 2009, the Norco Redevelopment Agency conducted and concluded a duly noticed public hearing for the purpose of reviewing the redevelopment plan, its corresponding Implementation Plan, and its Mid-term Update to evaluate the progress of the redevelopment project.

NOW, THEREFORE, BE IT RESOLVED that the Norco Redevelopment Agency does hereby resolve as follows:

Section 1: Pursuant to CCRL Section 33490, the Agency, having heard all testimony and having considered the content of the Mid-term Update, hereby approves and adopts the Mid-term Update of the 2005-2009 Implementation Plan for the Norco Redevelopment Project, incorporated herein by this reference.

PASSED AND ADOPTED by the Norco Redevelopment Agency at a regular meeting held on June 17, 2009.

_____
Chairman
Norco Redevelopment Agency

ATTEST:

_____
Secretary, Norco Redevelopment Agency

The Secretary of the Norco Redevelopment Agency, does hereby certify that the foregoing Resolution was regularly introduced and adopted by the Norco Redevelopment Agency at a regular meeting thereof held on June 17, 2009, by the following vote of the Norco Redevelopment Agency Members:

AYES:
NOES:
ABSENT:
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Norco Redevelopment Agency on June 17, 2009.

_____
Secretary, Norco Redevelopment Agency

/mb-72579

Draft

MID-TERM UPDATE OF THE FIVE-YEAR IMPLEMENTATION PLAN 2005 - 2009

Norco Redevelopment Project Area One

Norco Redevelopment Agency

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Mid-Term Update of the Five-Year Implementation Plan 2005-2009

for the

Norco Redevelopment Project Area One

Prepared For:

Norco Redevelopment Agency
2870 Clark Avenue
Norco, CA 92860
(951) 270-5645
http://www.norco.ca.us

Prepared By:

UFI | GRC Redevelopment Planning
3111 North Tustin Street, Suite 230
Orange, CA 92865
(714)283-9334 • FAX (714)283-5465
www.urbanfuturesinc.com

June 17, 2009

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Mid-Term Update of the 2005-2009 Implementation Plan for the Norco Redevelopment Project Area One

CITY COUNCIL/ REDEVELOPMENT AGENCY BOARD MEMBERS

Kathy Azevedo, *Mayor/Chair*
Malcolm Miller, *Mayor Pro Tem/Vice Chair*
Frank Hall, *Council/Board Member*
Berwin Hanna, *Council/Board Member*
Richard MacGregor, *Council/Board member*

CITY/REDEVELOPMENT AGENCY STAFF

Jack Frye, *Interim City Manager/Interim Executive Director*
Andy Okoro, *Deputy City Manager/Finance Director*
Brenda Jacobs, *City Clerk/Agency Secretary*
Brian Oulman, *Economic Development Director*
Steve King, *Planning Manager*
Deborah DeGrado, *Housing Manager*

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Mid-Term Update of the 2005-2009 Implementation Plan for the Norco Redevelopment Project Area One

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EXECUTIVE SUMMARY

INTRODUCTION

In December 2005, the Agency adopted a five-year Implementation Plan, which was the third in a series of redevelopment implementation plans mandated by Section 33490 of the California Community Redevelopment Law (CCRL; California Health and Safety Code section 33000 "et seq"). The Norco Redevelopment Agency adopted its first implementation plan on December 7, 1994, via CRA Resolution 94-22, and its second implementation plan on December 15, 1999, via Resolution No. 94-22 (used the same resolution number as December 7, 1994). The third and current 2005-2009 Implementation Plan was adopted on December 21, 2005 via Resolution No. 2005-17.

The Implementation Plan, prepared pursuant to CCRL Section 33490(a)(1), outlines specific goals, objectives and programs for the five-year implementation period, 2005-2009. The State of California, however, recognizing that redevelopment is a very fluid process subject to legislation amendments and changing market forces, included a provision in redevelopment law requiring that the plan be subject to periodic public review. This review must be held in a noticed public hearing at least once during the five-year period, no earlier than two years and no later than three years after adoption of the Implementation Plan. This document, the Mid-term Update, meets the provisions of CCRL Section 33490(c)(3). In addition to the mandated review, the Agency Board of Directors may review and amend the plans, goals, objectives and programs and expenditures (following a noticed public hearing) at any time conditions warrant such an amendment. The Norco Redevelopment Agency accordingly amended its current Implementation Plan when it amended its Redevelopment Plan in 2008. The 2008 Amendment did not add territory to the Project Area. It was a fiscal amendment to the Redevelopment Plan.

The Norco Redevelopment Project consists of the Original Project Area One, which was adopted July 15, 1981, by Ordinance No. 458. The Original Project Area totals approximately 290 acres generally bounded by Second Street on the north, Interstate 15 on the east, the City boundary line on the south and Mountain Avenue to the west. It was amended November 16, 1983, by Ordinance No. 502 to add approximately 5,400 acres generally east of Interstate 15, north of the City of Corona, south of the Santa Ana River and areas centered to the west of Hamner Avenue. On May 1, 1985, by Ordinance No. 537, the City Council further amended Amendment No. One to decrease the size of the project area by 712 acres. The acreage that was removed was located generally to the south of Hidden Valley Parkway and to the south and east of Norco Hills Road. On December 1, 1993, the Plan was amended a third time by Ordinance No. 683 to add 13.15 acres along Hamner Avenue south of the Original Project Area. Together the sub-areas constitute the Norco Redevelopment Project. The Plan was amended for the fourth time on July 2, 2008, by Ordinance No. 896 to change certain fiscal limits in the Plan.

The Mid-term Update is based on a review of Agency reports and budgets as well as discussions with Agency staff. For Fiscal Years 2005-06 through 2007-08, actual budget expenditure and program data were used. The best available preliminary year-end budget data was incorporated for FY 2008-09, and updated projections for the remaining year of the planning cycle were obtained from Agency reports or were developed as part of the Update.

AGENCY ACCOMPLISHMENTS

Since adoption of the Redevelopment Plans, the Agency has, both unilaterally and through participation in joint public/private partnerships, facilitated a number of successful projects and programs aimed at economic revitalization, Project Area blight reduction and achievement of the Agency's goals and objectives. Key non-housing accomplishments include: promotion of its revitalization strategy for the Hamner Ave. corridor, promotion of the potential development of the Silverlakes property, continuing to facilitate improvements to "Old Town" Norco and continued enhancements to the Norco Auto Mall. Housing accomplishments include continuation of several housing rehabilitation and enhancement programs including the rehabilitation of the 86-unit Heritage Park senior complex, aggressively marketed the First Time home buyer and Infill programs, designated 7 sites for potential development of new multi-family housing and assisted 47 homeowners with reimbursement for a portion of the property taxes assessed for sewer lateral hook ups.

The 2008 Plan Amendment accomplished two related purposes. It increased the Plan's maximum amount of the bonded indebtedness and increased the Plan's overall tax increment limit. The Amendment will allow the Agency to implement its projects and programs without concern regarding reaching its ceiling on its bonded indebtedness and allow the Agency to continue to collect tax increment revenue to implement its adopted goals and objectives, as stated in its current 2005-2009 Implementation Plan and incorporated in the Implementation Plan accompanying the 2008 Plan Amendment.

Tax increment revenue has been increasing, although projections for the final year of the implementation period have factored in the declining national economy and thus reflect a minimal increase. For the initial years of the Implementation Plan, annual available program revenue has remained fairly constant, with an average annual revenue stream (not including receipt of bond proceeds) increasing approximately $2.0 to $ 2.88 million per year. In FY 2007-2008, revenues increased less by $900,000 as opposed to the $2.0 to $2.88 million increases in the prior three years. It is projected that revenues will decrease by approximately $700,000 for FY 2008-2009 as a result of the current economy. Average annual expenditures of approximately $24 million in FY 2004-2005 and $30.8 million in FY 2005-2006 reflect additional debt service associated with the refunding of tax allocation bonds that occurred in those two years. Expenditures decreased to $17.8 million in FY 2006-2009 and increased to approximately $19.8 million as a result of an increase in pass through payments. It is projected that expenditures will decrease in FY 2008-2009 by approximately $1.36 million reflecting a decrease in funding for community development programs. When compared with program accomplishments, it is clear that programs are well-designed and well-operated with sufficient funding to meet annual goals and objectives. The Mid-term Update shows that the Agency is financially healthy, and successfully meeting its program goals. Although the declining national economy may impact future Agency receipts and expenditures, the effect on the remaining year of the implementation plan period is anticipated to be non-substantial.

CONCLUSION

As reflected in the Mid-term Update, since the adoption of the last Implementation Plan, the Agency has:

- Continued to implement its revitalization and economic development strategy for the Hamner Avenue corridor.

- Continued to facilitate improvements to the Norco Auto Mall to boost the revenue base and create/preserve jobs.
- Continued to promote the development of the 122-acre Silverlakes property into a world class equestrian oriented recreational facility.
- Continued to provide capital improvements to "Old Town" Norco to further implement the Agency's economic development strategy.
- Continued to achieve one of the fundamental goals of redevelopment, which is the production, improvement and preservation of the community's supply of housing affordable to very low- and low- and moderate-income households. This goal has been accomplished through the execution of the following requirements:
    - An Agency must use at least 20 percent of tax increment revenue to increase, improve and preserve the supply of affordable housing (CCRL 33334.2);
    - An Agency must replace all affordable housing units and bedrooms that are removed as a result of a redevelopment project (CCRL 33413 (a));
    - An Agency must ensure that a fixed percentage of all new or substantially rehabilitated dwelling units developed by an agency or by public or private entities other than the agency are affordable to very low-, low- and moderate-income persons (the "inclusionary rule", CCRL 33413(b)(1) and CCRL 33413(b)(2)).
- An active and effective non-housing and economic development program.
- Utilized its low- and moderate-income housing set-aside fund in sufficient amounts to ensure that an "excess surplus" does not exist.

RECOMMENDATIONS

To date, the Agency has successfully implemented its programs and managed its budgets. However, the generally negative economic climate in the State of California is beginning to affect the Agency's revenue stream through reductions in growth rate. Although the effect on the remaining one year of the Implementation Plan period is anticipated to be non-substantial, it is reasonable to assume that Norco residents are feeling the effects of a declining national economy and may begin using program services especially in the housing area in larger numbers. Therefore, it is incumbent upon the Norco Redevelopment Agency to carefully monitor revenues to ensure that program accomplishments will continue to be able to meet anticipated increased program demand. Based on the analysis contained in the Mid-term Update, it is recommended that:

- The Agency should continue its efforts to leverage non-RDA funding with RDA capital to carry out its proposed economic development projects.
- The Agency should continue its efforts to acquire non-RDA funding including the federal Neighborhood Stabilization Program ("NSP") funds to carry out projects and programs directed at expanding, improving and preserving affordable housing.

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1.0 INTRODUCTION

1.1 OVERVIEW

In December 2005, the Agency adopted a five-year Implementation Plan (the "Plan"), which was the third in a series of redevelopment implementation plans mandated since 1994 by the State Legislature's adoption of Assembly Bill (AB) 1290, which added Section 33490 to the California Community Redevelopment Law (CCRL; California Health and Safety Code section 33000 *et seq.*). The Norco Redevelopment Agency adopted its first Implementation Plan (the "1995-99 Implementation Plan") on December 7, 1994, by its Resolution No. 94-22, and its second implementation plan (the "1999-2004 Implementation Plan") on December 15, 1999, by its Resolution No. 94-22 (same resolution number was used as December 7, 1994). The third and current 2005-2009 Implementation Plan was adopted on December 21, 2005 by its Resolution No. 2005-17.

This Mid-term Update addresses the Norco Redevelopment Project as amended and has been prepared in accordance with CCRL Section 33490(c)(3). Information contained in this Update is based on a review of Agency reports and budgets as well as discussions with Agency staff. For Fiscal Years 2004-2005 through 2007-2008, actual budget expenditure and program data were used. The best available budget program data was used for FY 2008-09.

1.2 AB 1290 REGULATORY FRAMEWORK

On October 6, 1993, Governor Pete Wilson signed Assembly Bill 1290 (AB 1290). The Bill included requirements for implementation plans and mid-term reviews:

1.2.1 Implementation Plan

One of the provisions of AB 1290 is the requirement that each agency adopt a five-year implementation plan. This requirement reflects a strong legislative concern that redevelopment activities are directly linked to the elimination of blight. To that end, AB 1290 also requires agencies to periodically evaluate their activities to ensure that this linkage is maintained. Each agency that has adopted a redevelopment plan prior to December 31, 1993, must adopt, after a public hearing, an implementation plan on or before December 31, 1994. Thereafter, the implementation plan shall be revised and adopted every five years.

The implementation plan must describe Agency goals and objectives for the project area; specific programs, including potential projects and estimated expenditures to be made during the next five years; and an explanation of how these goals, objectives, programs and expenditures will eliminate blight remaining in the project area(s). A complete discussion of the plan requirements and how this Plan must demonstrate compliance is found in Section 8.0. In addition, Section 7.0 of this Mid-Term Update provides further information with respect to LMI Housing Program compliance.

1.2.2 Mid-term Public Hearing

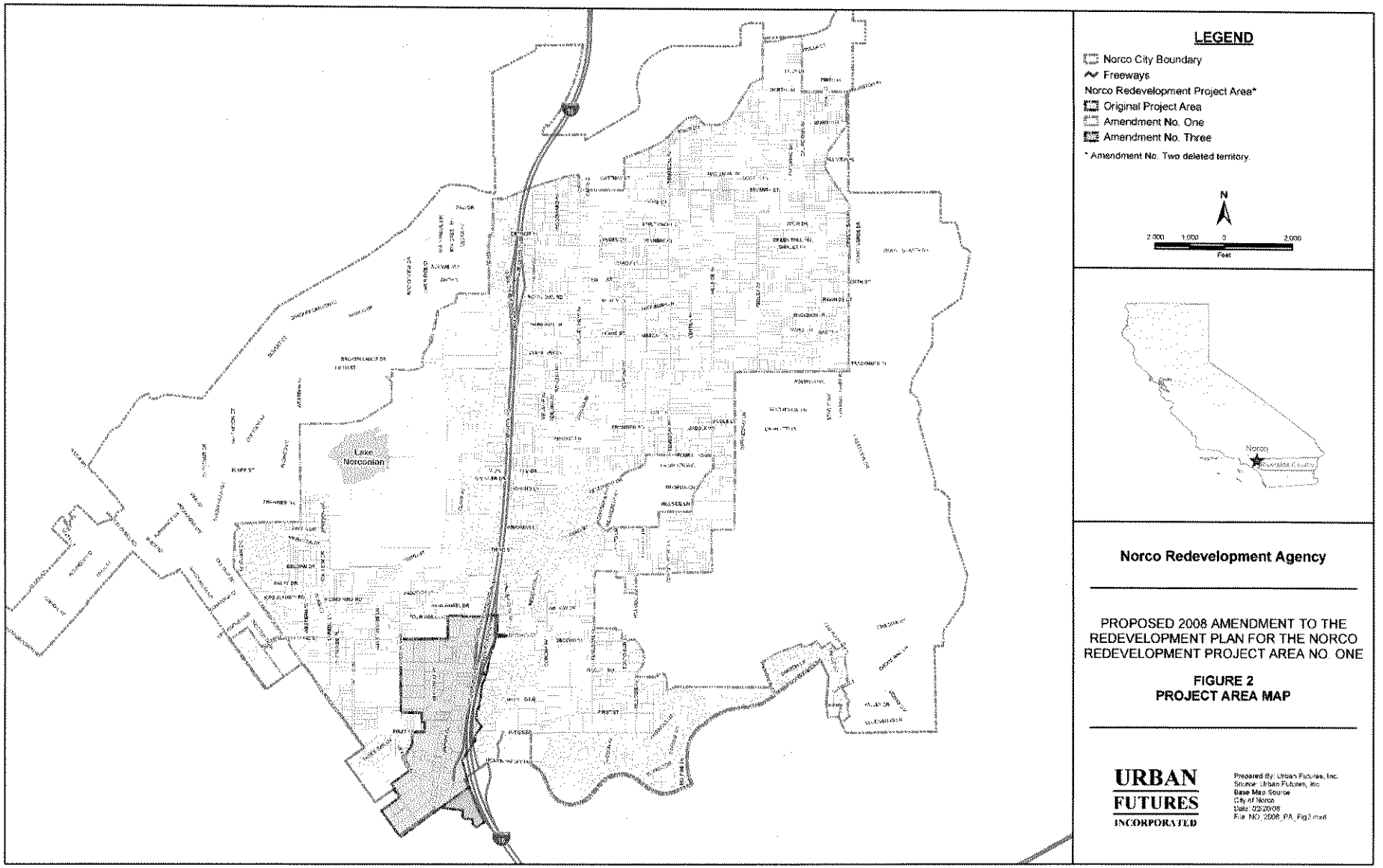
CCRL Section 33490(3)(c) also requires each agency to hold a public hearing and hear testimony from all interested parties for the purpose of reviewing the redevelopment programs, projected expenditures, and corresponding goals and objectives, and to generally evaluate the progress of on-going redevelopment projects. This review must occur at least once within the five-year term, within three years of adoption of the implementation plan. This Mid-term Update has been prepared to facilitate the review of the Agency's 2005-2009 Implementation Plan.

1.3 PROJECT AREA LOCATIONS AND BOUNDARIES

The Mid-term Update addresses the Norco Redevelopment Plan, which is comprised of the Original Plan adopted in 1981 and two plan amendments that added territory adopted in 1983 and1993. In 1985, the Plan was amended a second time to delete acreage. The original Norco Redevelopment Project was adopted on July 15, 1981 by Ordinance No. 458, amended on November 16, 1983 to add approximately 5,400 acres (Amendment No. One) by Ordinance No.502, amended May 1, 1985 (Amendment No. Two) to delete territory from the Project Area by Ordinance No. 537, amended December 1, 1993 (Amendment No. Three) to add 13.15 acres by Ordinance No.683, amended October 20, 2004 (Amendment No. Four) by Ordinance No. 827 to implement provisions of SB 211 and SB 1045 thereby eliminating the time limit on the establishment of indebtedness and extending the time limits for the effectiveness of the redevelopment plan, payment of indebtedness and receipt of taxes and amended July 2, 2008 (Amendment No. Five) by Ordinance No. 896 to increase the stated amount of bonded indebtedness that can be outstanding at one time (from $100,000,000 to $375,000,000) and increase the tax increment limit from $250,000,000 to $750,000,000). On February 1, 2006, the City Council adopted Ordinance No. 827 which amended the original Ordinance, Ordinance No. 827, to correct clerical errors.

The Project Area boundaries are described in Section 1.1 above and depicted on the Project Area map included as Figure 1.

Figure 1 – Norco Project Area Map



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1.4 TERMS AND REFERENCES WITHIN THE MID-TERM UPDATE

This Mid-term Update references the elements of the redevelopment projects and project areas in four ways:

Norco Project Area: The Norco Project Area was adopted initially in 1981 and amended in 1983, 1985, and 1993 to add/delete territory. Goals, Programs, Projects, Non-Housing Accomplishments, Housing Accomplishments, and the Nexus of Programs to Blight Elimination are described, analyzed and monitored in reference to the Norco Project Area.

Norco Redevelopment Plan: The Norco Redevelopment Plan was adopted initially in 1981 and amended three times, in 1983,1985, and 1993, to add/delete territory. It was further amended in 2004 to change its financial time limits per provisions of SB 211 and SB 1045 and in 2008 to increase the stated amount of bonded indebtedness outstanding at one time and increase the tax increment limit.

Affordable Housing: Affordable housing revenue and expenditures are presented and analyzed separately from non-housing expenditures. Affordable housing revenue is twenty percent of the gross tax increment amount collected in the Norco Project Area (the "set aside"). The set-aside is placed in a Low and Moderate Income (LMI) Housing Fund for specified purposes.

Project Components: The Norco Project Area is comprised of three sub-areas or components as described in Section 1.1, the Original Project Area, Amendment No. One and Amendment No. Three. These component areas have individual adoption and expiration dates, acreages, and time limits. A summary of each redevelopment plan's history and data is contained in Table 1.

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2.0 HISTORIC REVIEW OF PROJECT AREA FORMATION

The Agency was established for the primary purpose of effecting the elimination of blight in the Project Area. The objective of the 1981 Plan was to reverse the conditions of blight and economic decline. Existing conditions in the Project Area at that time included old, deteriorating, and obsolete structures, defective design and character of physical construction, mixed character, shifting land uses, faulty exterior spacing, depreciated values, impaired investment, social & economic maladjustment, parcels that were irregularly shaped, inadequate public improvements, and inadequate provision for open space and recreational facilities. Primary blighting conditions in the Project Area and Amendment Areas No. One and Two included dilapidated and deteriorated structures, inadequate roadway conditions, inadequate sewage disposal systems, flooding, inadequate drainage, lack of flood control facilities, mixed and incompatible land uses, irregularly shaped parcels, and vacant/underutilized parcels.

TABLE 1
REDEVELOPMENT PLANS HISTORY

Norco Project Area		
Original Project Adoption Date:	July 15, 1981	Ordinance No. 458
Amendment No. 1 Adoption Date:	November 16, 1983	Ordinance No. 502
Amendment No. 2 Adoption Date:	May 1, 1985	Ordinance No. 537
Amendment No. 3 Adoption Date:	December 1, 1993	Ordinance No. 683
Amendment No. 4 Adoption Date:	October 20, 2004	Ordinance No. 827
Amendment No. 5 Adoption Date	July 2, 2008	Ordinance No. 896
Implementation Plans		
1st Implementation Plan Adoption Date:	December 7, 1994	Resolution No. 94-22
2nd Implementation Plan Adoption Date:	December 15, 1999	Resolution No. 94-22
3rd Implementation Plan Adoption Date:	December 21, 2005	Resolution No. 2005-17

Total Project Area: Approximately 4,991.15 acres; consisting of three Component Areas	
Maximum Tax Increment: $ 375,000,000	Maximum Bonded Indebtedness: $750,000,000
Last Date to Collect Tax Increment:	July 15, 2032 for the Original Project Area
	September 7, 2034 for Amendment No. One
	December 1, 2044 for Amendment No. Three
Plan Effectiveness Time Limit:	July 15, 2022 for Original Project Area
	September 7, 2024 for Amendment No. One
	December 1, 2034 for Amendment No. Three
Last Date to Incur Debt:	None[1]
Plan Adoption Date: July 15, 1981	Ordinance No. 458
	290 Acres
Plan Adoption Date: November 16, 1983	Ordinance No. 502
Component Project Area:	5,400 Acres
Plan Adoption Date: May 1, 1985	Ordinance No. 537
Component Project Area:	Minus 712 Acres
Plan Adoption Date: December 1, 1993	Ordinance No. 683
Component Project Area:	13.15 Acres
Plan Adoption Date: July 2, 2008	Ordinance No. 896
Component Project Area:	N/A
Original Project Area	December 1, 2005
Amendment No. One:	December 1, 2005
Amendment No. Three:	December 1, 2005

[1] Ordinance No. 827 amended by Ordinance No. 841 eliminated the last date to incur debt in the project area.

2.1 STATE LEGISLATION

Subsequent to the preparation of the preceding Implementation Plan and its mid-term review, several state laws affecting redevelopment plans were approved by the State Legislature. These new laws are briefly described below. Table 2 shows how the Agency has chosen to comply.

2.2.1 Mandatory Regulations

SB 53

Senate Bill 53 requires all redevelopment agencies with a redevelopment plan adopted prior to December 31, 2006, to adopt an ordinance setting forth the agency's authority to use eminent domain and its program for eminent domain activities, even if it no longer has the authority under its redevelopment plan.

SB 1809

Senate Bill 1809 requires that all new and existing redevelopment plans that authorize the agency to acquire property by eminent domain to record a statement with the county recorder that contains the following:

- The project area description; and
- A prominent heading in boldface type noting that the property that is the subject of the statement is located within a redevelopment project area; and
- A general description of the provisions of the redevelopment plan that authorize the use of eminent domain by the agency; and
- A general description of any limitation on the use of eminent domain contained in the redevelopment plan and the time limit required by CCRL Section 33333.2.

AB 987

Assembly Bill 987 requires all redevelopment agencies to create, maintain, and make available to the public on the internet an affordable housing database that describes existing and substantially rehabilitated housing units that were developed or otherwise assisted with Low and Moderate Income Housing Funds including inclusionary and replacement housing units. The database must be updated annually and include the following data:

- The address and parcel number of the property
- The number of units with number of bedrooms per unit
- The year of construction completion
- The date the affordability covenant or restriction was recorded
- The document number of the recording
- The expiration date of the covenant or restriction
- The date and document number of any covenants or notices that may be recorded when an ownership unit is sold

AB 1389

Assembly Bill 1389 requires all redevelopment agencies to submit to the county auditor on or before October 1, 2008, the statutory pass-through payments made by the agency pursuant to Health and Safety Code sections 33607.5 through 33607.7 between July 1, 2003, and June 30, 2008. If concurrence is not achieved between the agency and the county auditor by February 9, 2009, on the amounts that are owed to local educational agencies, the agency may, after a specified procedure, be subject to severe restrictions on its activities, including a prohibition on encumbering funds, incurring new debt, adding or expanding a project area, or may be required to reduce its monthly administrative costs.

2.2.2 Discretionary Regulations

SB 211

Senate Bill 211 states that redevelopment agencies may repeal the time limit for incurring debt on redevelopment plans adopted prior to January 1, 1994, and may extend the time limits for plan expiration and for receiving tax increment revenues up to ten (10) additional years if specified conditions are met without complying with normal amendment procedures. Agencies that choose to adopt an ordinance authorizing the SB 211 provisions, would also be required to pay statutory pass-through payments to all affected tax entities that currently do not have contractual fiscal agreements.

SB 1045

Senate Bill 1045 authorizes redevelopment agencies that made ERAF payments in Fiscal Year 2003-2004 to recover the ERAF payments by amending their redevelopment plans by ordinance to extend the time of effectiveness of the plan and the agency's ability to collect tax increment by one (1) year. Modifications to statutory pass-through payments are not triggered by the bill.

SB 1096

Senate Bill 1096 required every redevelopment agency to make an ERAF payment to the county auditor for two (2) consecutive Fiscal Years, 2004-2005 and 2005-2006. Recognizing that ERAF payments were a financial burden to redevelopment agencies, SB 1096 authorizes agencies to recover the ERAF payments by amending their redevelopment plans by ordinance to extend the time of effectiveness of the plan by one (1) year for each year of the ERAF payments. The extension can be made if the existing time limit has no more than ten (10) years remaining with no other requirements, or if the existing time limit is between ten (10) years and twenty (20) years provided that the agency can make the following findings:

1. Agency is in compliance with Housing Fund requirements;
2. Agency has an adopted Implementation Plan;
3. Agency is in compliance with applicable replacement housing production requirements; and
4. Agency is not subject to sanctions for Housing Fund excess surplus.

TABLE 2 REDEVELOPMENT PLAN ADMINISTRATIVE AMENDMENTS	
Legislation	**Status or Action Taken**
Mandatory Regulations	
SB 53	Ordinance No. 2 approved June 6, 2007 adopted an eminent domain program description.
SB 1809	
AB 987	
AB 1389	Report filed
Discretionary Regulations	
SB 211	Ordinance No. 827 (10/20/04)
SB 1045	Ordinance No.'s 827 (10/20/04) and 841 (02/01/06)
SB 1096	None

3.0 IDENTIFICATION OF KEY BLIGHTING CONDITIONS

Although the Agency has endeavored to implement both stated goals and related objectives set forth in its Implementation Plans, conditions of blight continue to detract from more positive aspects of the Norco Redevelopment Project. Agency resources will continue to play an integral role in remedying negative physical and economic conditions still affecting the Project Area.

The adoption of AB 1206 substantially changed the definition of blight that can be used to qualify project areas for adoption on or after January 1, 2007; the Redevelopment Plans for the Project Area and the three Plan Amendments that added territory were adopted prior to this date and qualified under previous definitions. Section 33030(b)(2) of the CCRL states that an area is blighted if it is characterized by "one or more" of any of four (4) physical and one or more of any of the seven (7) economic conditions listed in CCRL Section 33031, as well as other factors. Generally, those blighting conditions that remain within the Project Area, as defined within CCRL Sections 33030 and 33031, and shown in Table 2.

TABLE 3

BLIGHTING CONDITIONS REMAINING WITHIN THE PROJECT AREAS BLIGHT DEFINITION

PHYSICAL CCRL Section 33031(a)	ECONOMIC CCRL Section 33031(b)	PUBLIC INFRASTRUCTURE CCRL Section 33030(C)
• Deterioration, dislocation, or disuse of buildings (unsafe or unhealthy buildings); • Substandard, defective or obsolete design or construction; • Incompatible land uses; or • Irregular and inadequate lots under multiple ownership.	• Depreciated or stagnant property values; • Impaired property values due to hazardous waste; • Abnormally high business vacancies, low lease rates or high number of abandoned buildings; • Serious lack of commercial facilities; • Serious residential overcrowding; • Excess bars, liquor stores or adult-oriented businesses; or • High crime rate.	• Inadequate public improvements; or • Inadequate water or sewer facilities.

Source: Updated from 2006-2010 Implementation Plan per CCRL 33031

4.0 AGENCY GOALS AND OBJECTIVES

Section 33490(a) (1) of the CCRL states that an implementation plan shall contain an agency's specific goals and objectives for the project area(s), the specific programs, including potential projects, and estimated expenditures proposed to be made during the next five years, and an explanation of how the goals and objectives, programs, and expenditures will eliminate blight within the project area. As part of this Mid-term Update, the Agency reviewed the goals and objectives contained in the 2005-2009 Implementation Plan and determined that they continue to reflect its planning efforts; therefore, only minor modifications were made as part of the update process.

The following is a list of the Agency's proposed goals and objectives enumerated in the adopted 2005-2009 Implementation Plan:

GOAL 1: ENCOURAGE ECONOMIC DEVELOPMENT

Objectives:
- 1.1: Land acquisition for lot assemblage and widening of Hamner Avenue
- 1.2: Various development incentives for future enterprises
- 1.3: Relocation assistance as needed for local businesses and residents
- 1.4: Banner and pole improvements along Sixth Street
- 1.5: Improvements to the Sixth Street irrigation system
- 1.6: Commercial façade improvements
- 1.7: Replacement assistance for non-conforming signs

GOAL 2 A: MAKE IMPROVEMENTS TO PROJECT AREA CIRCULATION SYSTEM

Objectives:
- 2.1: Valley View Avenue right-of-way acquisition
- 2.2: Second Street right-of-way acquisition
- 2.3: Participation in Hamner Avenue widening
- 2.4: Assistance with improvements to Mountain Avenue between First and Second Streets

GOAL 2 B: MAKE IMPROVEMENTS TO PUBLIC FACILITIES

- 2.1: Financial assistance for improvements to Ingalls Park
- 2.2: Capital facilities assistance for the animal control facility

GOAL 3: INCREASE, IMPROVE AND PRESERVE HOUSING THROUGHOUT THE CITY

Objective: 3.1 Affordable housing programs planning and implementation to increase, preserve and improve the community's housing supply

4.1 GOALS AND OBJECTIVES NEXUS TO BLIGHT ELIMINATION

CCRL Section 33490(a) (1) (A) requires that each implementation plan contain an "...explanation of how the goals and objectives...will eliminate blight within the project area..." Table 3 shows the relationship of the Agency's specific five-year goals and objectives to the eradication of remaining blight, as defined in CCRL Sections 33030 and 33031, for the Norco Project Area. Notwithstanding the fact that the CCRL definition of blight has changed and this report uses the current definition for consistency with State law, the determination of nexus between the stated goals of the 2005-2009 Implementation Plan, and the physical and economic conditions they are intended to address, remain accurate.

TABLE 4

GOALS' NEXUS TO BLIGHT ELIMINATION[1]

BLIGHTING CONDITION	GOALS 1. ECONOMIC DEVELOPMENT	2a. CAPITAL IMPROVEMENTS	2b. PUBLIC FACILITIES	3. INCREASE, IMPROVE, PRESERVE LOW INCOME HOUSING SUPPLY
PHYSICAL CONDITIONS (CCRL Section 33031 (a)				
Unsafe Buildings	•	•	•	•
Substandard, Defective, or Obsolete Design or Construction	•	•	•	•
Incompatible Land Uses	•		•	•
Irregular and Inadequate Lots Under Multiple Ownership	•	•	•	•
ECONOMIC CONDITIONS (CCRL Section 33031 (b)				
Depreciated or Stagnant Property Values	•	•	•	•
Impaired Property Values Due to Hazardous Waste	•	•	•	•
Abnormally High Business Vacancies, Low Lease Rates or Abandoned Buildings	•	•		•
Serious Lack of Commercial Facilities	•	•		•
Serious Overcrowding				•
Excess Bars, Liquor Stores or Adult Oriented Businesses	•	•		
High Crime Rate	•	•	•	•
PUBLIC INFRASTRUCTURE/FACILITIES CONDITIONS (CCRL Section 33030 (c)				
Inadequate Infrastructure/Public Facilities	•	•	•	•

[1] Complies with Community Redevelopment Law

5.0 MID-TERM REVIEW OF AGENCY NON-HOUSING ACCOMPLISHMENTS AND EXPENDITURES

5.1 MAJOR NON-HOUSING ACCOMPLISHMENTS

Section 33490(a)(1)(A) of the CCRL requires that each implementation plan contain "...the specific programs, including potential projects, and estimated expenditures proposed to be made during the implementation period. An inventory of non-housing program and/or project accomplishments is provided below, followed by updated actual and proposed program expenditures. Subsection 6.2 provides this information for housing programs.

The major accomplishments of the Agency from FY 2004-05 through FY 2007-08 are summarized in Table 4 in terms of the type of assistance provided by the Agency and the Implementation Plan Goal that was met by the Program or Project.

TABLE 5

INVENTORY OF NON-HOUSING ACCOMPLISHMENTS FY 2004-05 THROUGH FY 2007-08

AGENCY PARTICIPATION KEY a – funding b – planning or professional assistance c – business retention or business attraction services	GOAL KEY A – Economic Development B – Capital Improvements/Public Facilities		
Accomplishment	**Status**	**Type of Participation**	**Goal**
Funded Western style street lights for "Old Town" Norco & installed pavers in the horse trails to cover excavated driveways in "Old Town" on Sixth Street	complete	a	B
Funded new irrigation system for "Old Town" Norco	complete	a	B
Designed new traffic signal at Hamner Ave. & Four Wheel Dr. in the Norco Auto Mall	complete	a, b	B
Constructed traffic signals at Chaparral Center and Fifth St./Hamner Avenue	complete	a	B
Installed Banner poles in "Old Town" Norco	complete	a, c	B
Implemented "branding" campaign for Norco's Economic Development program including development of a marketing brochure, trade show booth, advertising campaign, design of entry and monument signage/ initiated same campaign for Norco Horsetown USA	complete	a, b, c	A
Commenced negotiations with Caltrans on relocation of a materials testing site and Park & Ride facility	complete	b	B
Continue planning development of the Silverlakes Master Plan/entered into Lease Agreement with Belstarr Sports Management	active	a, b	A, B
Approved an Owner Participation Agreement for a Suzuki dealership at Auto Mall Site Nine	complete	a, b, c	A
Installation of traffic signal equipment related to the street improvements at River Rd. & Second Street	active	a	B

TABLE 5

INVENTORY OF NON-HOUSING ACCOMPLISHMENTS
FY 2004-05 THROUGH FY 2007-08

AGENCY PARTICIPATION KEY **a – funding** **b – planning or professional assistance** **c – business retention or business attraction services**	**GOAL KEY** **A – Economic Development** **B – Capital Improvements/Public Facilities**		
Accomplishment	**Status**	**Type of Participation**	**Goal**
Received development approvals for Gateway to Horsetown shopping center in connection with funding agreement for street right-of-way acquisition for future cul-de-sac	complete	a, b, c	B
Reimbursed developer per right-of-way agreement for completion of Lonesome Dove (formerly called Valley View extension)	active	a, b	B
Issued an RFQ/P to facilitate the sale or lease of 122 acres known as the Silverlakes property for development of an equestrian/soccer park/camping/riding stables/trail riding facility	complete	a, b, c	A, B
Initiated the planning process to develop a new multi-use public facility on Neil Snipes Park with uses including a branch library, conference center, teen center, and commercial uses along Hamner Avenue	active	a, b	B
In partnership with Caltrans, facilitated procurement of a developer to purchase a 16.2-acre site located at Fourth St. & Hamner Ave. for retail/mixed use	complete	b, c	A
Implemented a business Façade Improvement Program	active	a, b, c	B
Implemented the 2008 Plan Amendment to increase the plan's financial limits	complete	b	A, B
Installed street lights in "Old Town" on Sixth Street	complete	a, b	B
Completed façade improvements for Ken's Sporting Goods	complete	a, b, c	A
Acquired right-of-way on Second St. for the Second St. widening project	complete	a, b	B
Acquired right-of-way on Hamner Ave. for the Hamner Ave. widening project	active	a, b	B
Completed development of a new industrial park project at 680-698 Parkridge Avenue	complete	c	A
Completed 28,100 sf project within Norco Country Center at 940 Sixth Street	complete	c	A
Construction completed on a 83-room Hampton Inn	complete	c	A
Developed a 20,160 sf retail/office complex at 2641 Hamner Avenue, a 25,888 sf retail/office complex at 2741 Hamner Avenue, and a 17,644 sf retail/office complex at 2743 Hamner Avenue	complete	c	A
Completion of Stater Bros. façade improvements	complete	a, b, c	A
Bid award for traffic signal improvements at Second Street & River Road	active	a, b	B
Acquisition of 1.63-acre site on Norco Auto Mall Dr. for future expansion of Mitsubishi dealership	complete	a, c	A
Approval of Line of Credit Agreements with Frahm	active	a, c	A

TABLE 5 INVENTORY OF NON-HOUSING ACCOMPLISHMENTS FY 2004-05 THROUGH FY 2007-08			
AGENCY PARTICIPATION KEY **a – funding** **b – planning or professional assistance** **c – business retention or business attraction services**	**GOAL KEY** **A – Economic Development** **B – Capital Improvements/Public Facilities**		
Accomplishment	**Status**	**Type of Participation**	**Goal**
Dodge & Norco Mazda			
Sixth Street/Hamner Ave. Intersection Improvements	active	a, b	B
1.38-acre Parking Lot expansion at Norco Community Center	active	a, b	A, B

5.2 *MAJOR NON-HOUSING EXPENDITURES AND TRANSFERS*

The creation and implementation of Agency projects and programs is directly related to the amount of funding that is available to achieve Agency goals. The 2008 Amendment that increased the tax increment allocation limit and increased the bonded indebtedness limit enables the Agency to expend an increased amount of tax increment dollars, which greatly expands the opportunities to promote and facilitate economic development and job growth, upgrade public facilities, create affordable housing, and generally improve the quality of life for residents, businesses, and property owners within the Norco Project Area.

As shown in Table 5, revenue is sufficient to cover annual expenditures. Expenditures also include transfers to the LMI Housing Fund. The numbers shown for FY 2004-05 through FY 2007-08 are based upon finalized financial audits and FY 2008-2009 is based on approved budget document. Norco is fortunate to experience minimal negative growth in its assessed valuation projected for FY 2008-09. Tax increment projections show an increase of 1.3 percent projected for FY 2008-2009 despite the economic downturn. However, investment income and rental income declined by 34% from FY 2006-2007 and is projected to decline by an additional 54% from FYs 2007-2008 to 2008-2009. Additionally, the pass-through expenditure has been increased to reflect the State mandated Educational Revenue Augmentation Fund (ERAF) payment due May 2009 in the amount of $1,008,863.

The yearly fund balances are still very strong and average over $40 million in each fiscal year. However, the majority of this funding is appropriated for various capital projects to effectuate the goals and objectives of the Implementation Plan.

TABLE 6

NORCO REDEVELOPMENT PROJECT: UPDATED ACTUAL AND PROJECTED REVENUES STATEMENT OF ACTIVITIES: PROGRAM REVENUES

PROGRAM CATEGORY	FISCAL YEAR					TOTAL
	2004-05	2005-06	2006-07	2007-08	2008-09	
CASH BALANCE FORWARD	**$46,767,780**	**$47,502,750**	**$50,344,788**	**$44,185,385**	**$40,321,722**	
Receipts						
A. Tax Increment[1]	$10,900,008	$12,748,278	$14,852,364	$16,154,389	$16,361,361	
B. Use of Money and Property[1]	1,215,662	1,396,066	2,179,168	1,782,293	851,683	
C. Gain on Sale of Land[1]	469,783	0	0	0	0	
D. Rental Income[1]	0	0	0	0	12,000	
E. Bond Proceeds[1,3]	11,250,000	14,057,212	0	0	0	
F. Miscellaneous[1]	819,722	5,453,375	1,062,122	1,214,593	1,078,570	
Annual Receipts	**$24,655,175**	**$33,654,931**	**$18,093,654**	**$19,151,275**	**$18,303,614**	**113,858,649**
TOTAL AVAILABLE	**$71,422,955**	**$81,157,681**	**$68,438,442**	**$63,336,660**	**$58,625,336**	
Expenditures/Uses						
A. To LMI Housing Fund	$2,167,842	$2,517,436	$2,920,961	$3,167,575	$3,272,272	
B. Community Development[1,2]	7,918,177	2,293,214	8,874,761	6,188,737	1,720,293	
C. Debt Service[1,3]	8,858,130	19,277,190	5,223,296	5,217,229	5,199,174	
D. Pass-Through Payments[1]	3,501,777	5,405,502	5,965,252	7,000,593	7,092,300	
E. ERAF Payment	717,919	666,698	0	0	1,008,863	
F. Other/Transfers[4]	756,360	652,853	1,268,787	1,440,804	101,000	
Annual Expenditures	**$23,920,205**	**$30,812,893**	**$24,253,057**	**$23,014,938**	**$18,393,902**	**120,394,995**
YEARLY ENDING FUND BALANCE	**$47,502,750**	**$50,344,788**	**$44,185,385**	**$40,321,722**	**$40,231,434**	

[1] This spreadsheet is segregated by funding category. For FY 04-05 through FY 07-08, the amounts shown are from the basic financial statements, and tax increment includes supplemental payments. For FY 08-09, the amounts shown are based on budget projections, Agency staff, and UFI estimates.

[2] Community Development includes all outlays for projects, programs, activities and operations applicable to this funding category.

[3] On December 7, 2005, the Norco Redevelopment Agency issued its 2005 Tax Allocation Refunding Bonds in the principal amount of $17,245,000 to finance activities in the Project Area and to refund the Agency's 1996 Refunding Tax Allocation Bonds, of which $16,265,000 were outstanding when the 2005 Bonds were issued. A portion of the bond proceeds were attributable to the LMI Housing Fund.

[4] Other/Transfers includes unclassified uses, inter-fund transfers, adjustments in fund balance and/or re-characterizations as accounted for by the independent auditor.

6.0 MID-TERM REVIEW OF AGENCY AFFORDABLE HOUSING PROGRAMS, ACCOMPLISHMENTS AND EXPENDITURES

The Mid-term Review of Agency affordable housing accomplishments and expenditures measures the success of the Agency in meeting its Implementation Plan goal for affordable housing:

GOAL 3: INCREASE, IMPROVE AND PRESERVE HOUSING THROUGHOUT THE CITY

This section describes the Agency's affordable housing programs and projects, lists the accomplishments by quantifiable means, presents Agency LMI fund revenues and expenditures, and demonstrates the nexus to blight elimination.

6.1 AFFORDABLE HOUSING PROGRAM DESCRIPTIONS

The Agency, in concert with the City of Norco, assists in increasing, improving and preserving the supply of affordable housing in Norco through a variety of rental and homeownership programs. Programs are implemented with a variety of sources, including LMI Housing Funds, Community Development Block Grant (CDBG) and CalHOME funding. Descriptions of the City's housing programs, their current status, and their accomplishments are shown below, followed by a discussion of actual expenditures and updated projections.

Emergency Grant Program

The purpose of this Program is to provide emergency grants to income-qualified applicants for specific emergency repairs, and will fund up to $5,000 to address immediate health and safety risks. If the resident sells, refinances or transfers the property within one year, one-half of the value of the grant is to be repaid to the Agency.

Home Improvement Grant Program

The purpose of the Home Improvement Grant Program is to provide income-qualified homeowners over the age of 62 with funds for exterior and/or interior repairs and improvements costing up to $10,000, or to income–qualified homeowners where the head of household or spouse is disabled. The funds are available if the cost of repair is less than $10,000. If code issues or other health and safety repairs would exceed the $10,000 grant amount, participants will be required to pay for remaining projects using their own funds, or can participate in the Deferred Loan Program. If the property is sold, refinanced or transferred within one year, one-half of the value of the grant would be repaid to the Agency.

Deferred Loan Program

The purpose of this Program is to provide a deferred loan for exterior/interior repairs, and improvements that cost in excess of the $10,000 offered through the Home Improvement Grant. Deferred loans are available for up to $40,000 at 0% interest to income-eligible (within the Moderate-income level applicable to the County of Riverside) owner-occupants who are over the age of 62, or where the head of household or spouse is disabled. Loans are available at 3% interest to other owner-occupants without age

restriction, based on income eligibility. Repayment of the principal on the 0% loan is deferred until sale, transfer, or refinancing of the property. Repayment of the 3% loan is due after 15 years, or upon sale, transfer, or refinancing of the property.

First Time Homebuyer Program

This Program provides down payment assistance to eligible moderate-income families or individuals seeking to purchase a home in Norco. The maximum amount of assistance is $80,000, secured by a second trust deed. Loans are for 30 years at 3% interest.

Infill Program

This assistance Program is available to income-eligible families or individuals that qualify to purchase homes that are owned or constructed by the Redevelopment Agency. Homes are usually on lots of less than one-half acre and may be manufactured houses.

Sewer Loan Program

The Agency offers loans at either 3% or 5% interest (depending on income) to assist with the cost to install a lateral hook-up into the City's main sewer system. Monthly payments are made on the loan for a period of five years.

SWAT (Sewer, Water and Trash Discount) Program

This Program offers income–eligible seniors age 62 or older and disabled individuals assistance to reduce their monthly utility bills.

6.2 AFFORDABLE HOUSING PROGRAM AND PROJECT ACCOMPLISHMENTS

TABLE 7

INVENTORY OF HOUSING ACCOMPLISHMENTS FY 2005-06 THROUGH FY 2007-08

Program or Project	Accomplishment
Substantial Rehabilitation	88 units were substantially rehabilitated, including 86 units at Heritage Park. Of the total, 1 unit is occupied by a moderate-income household, 22 by low-income households and 65 by very-low income households.
Covenant Purchase	87 long-term covenants were purchased; of that total, 23 units are occupied by low-income households and 64 by very-low income households.
Housing Rehabilitation	Rehabilitated 146 single-family homes of very-low, low and moderate-income households; this program involved the use of $5K emergency grants, $10K home improvement grants and 0% or 3% loans of up to $40K per household.
First Time Home Buyer Program	Assisted 2 first-time buyers acquire homes.
Sewer Tax Reimbursement Program	Assisted an average of 47 homeowners annually with a subsidy to cover the cost of an assessment district that paid for installation of sewer mains in the street.
SWAT (Sewer, Water & Trash) Program	Assisted 157 low-income households with a subsidy to help with monthly utility bills.
Housing Element	Designated 7 sites for potential multi-family construction as part of the Housing Element Update.
Mixed-Use Project	Began negotiations with a developer of very-low income and low-income multi-family housing as part of a mixed-use development proposal
Second Street Single-Family House	Acquired and rehabilitated a home on Second Street that is to be sold to a low or moderate-income first-time home buyer.
CalHOME Program	Received $900,000 of State CalHOME funds for the rehabilitation of owner-occupied homes of very-low and low-income households.

6.3 AFFORDABLE HOUSING PROGRAM EXPENDITURES

Section 33490 (a)(2)(A)(i) of the CCRL requires that each Agency show the amount of money available in the LMI fund and the estimated amounts which will be deposited in the LMI Fund during each of the next five years. Tax increment deposits are equal to 20 percent of the gross tax increment for the Project Area, based on an average 16 percent annual increase in tax increment revenue for each of the first three fiscal years declining to an 8.4% increase in FY 2007-2008 and declining to a projected 3.3% increase in FY 2008-2009.

Table 8 provides the required information which was obtained from the following sources: FY 2004-2005 through FY 2007-2008 is derived from the basic financial statements and FY 2008-2009 is based on budget projections, Agency staff, and UFI estimates. Housing program expenditures include all outlays for projects, programs, activities and operations applicable to this funding category.

Despite the fact that annual expenditures have exceeded annual revenue in each fiscal year, the Agency still ends the fiscal year with a positive balance due to the large carry over beginning balances. When compared with program accomplishments, it is clear that programs are well-designed and well-operated with sufficient funding to meet annual goals and objectives. The table shows that the Agency is financially healthy and successfully meeting its affordable housing program goals.

TABLE 8

**NORCO REDEVELOPMENT PROJECT:
UPDATED ACTUAL AND PROJECTED LOW AND MODERATE INCOME FUND PROGRAM RECEIPTS AND EXPENDITURES FY 2005-06 THROUGH FY 2008-09**

FUND ACTIVITY	FISCAL YEAR					TOTAL
	2004-05	2005-06	2006-07	2007-08	2008-09	
YEARLY BEGINNING FUND BALANCE	13,294,744	13,087,007	13,773,166	8,491,651	4,623,676	
Estimated Receipts						
A. Gross Tax Increment[1]	2,167,842	2,517,436	2,920,961	3,167,575	3,272,272	
B. Use of Money and Property[1]	194,473	457,103	616,781	55,988	90,000	
C. Miscellaneous[1]	104,918	47,602	120,889	71,843	45,000	
D. Bond Proceeds[1,2]	0	3,514,303	0	0	0	
E. Land Proceeds[1]	0	0	0	39,183	0	
F. Transfers In	0	289,870	10,000	1,742	0	
Total Receipts	**2,467,233**	**6,826,314**	**3,668,631**	**3,336,331**	**3,407,272**	**19,705,781**
TOTAL AVAILABLE	**15,761,977**	**19,913,321**	**17,441,797**	**11,827,982**	**8,030,948**	
Expenditures/Uses						
A. Community Development[3]	1,632,498	1,304,593	1,226,309	1,426,594	5,488,000	
B. Debt Service[1,2]	1,042,472	4,526,295	1,029,668	1,029,998	1,030,152	
C. Other/Transfers[4]	0	309,267	6,694,169	4,747,714	546,162	
Total Expenditures	**2,674,970**	**6,140,155**	**8,950,146**	**7,204,306**	**7,064,314**	**32,033,891**
YEARLY ENDING FUND BALANCE	**13,087,007**	**13,773,166**	**8,491,651**	**4,623,676**	**966,634**	

[1] This spreadsheet is segregated by funding category. For FY 04/05 through FY 07/08, the amounts shown are from the basic financial statements, and tax increment includes supplemental payments. For FY 08-09, the amounts shown are based on budget projections, Agency staff, and UFI estimates.

[2] On December 7, 2005, the Norco Redevelopment Agency issued its 2005 Tax Allocation Refunding Bonds in the principal amount of $17,245,000 to finance activities in the Project Area and to refund the Agency's 2996 Refunding Tax Allocation Bonds, of which $16,265,000 were outstanding when the 2005 Bonds were issued. A portion of the bond proceeds were attributable to the LMI Housing Fund.

[3] Community Development includes all outlays for projects, programs, activities and operation applicable to this funding category.

[4] Other/Transfers includes unclassified uses, inter-fund transfers, adjustments in fund balance and/or re-characterizations as accounted for by the independent auditor.

6.4 HOUSING PROGRAMS AND EXPENDITURES' NEXUS TO BLIGHT ELIMINATION

Table 8 identifies the relationship between housing programs and expenditures and blight elimination. The table was prepared pursuant to CCRL Section 33490 (a)(1)(A) which requires implementation plans to document how programs and expenditures are related to the removal of blight conditions.

Section 33413(b)(4) requires that as part of its Implementation Plan the Agency must adopt a plan to comply with the requirements of the inclusionary rule. Sections 33413.5 and 33334.5 require adoption by resolution of replacement housing plans in connection with projects destroying or removing units housing low- and moderate-income households for compliance with the replacement rule. The Agency has not and does not intend to destroy or remove any low-income housing; therefore this plan requirement is not applicable at this time.

TABLE 9

HOUSING PROGRAMS NEXUS TO BLIGHT ELIMINATION

PROGRAMS	PHYSICAL CONDITIONS				ECONOMIC CONDITIONS		INFRASTRUCTURE
	UNSAFE BUILDINGS	PHYSICAL OBSOLESCENCE	INCOMPATIBLE USES	IRREGULAR LOTS	LOW PROPERTY VALUES	ABNORMALLY HIGH VACANCIES & LOW LEASE RATES	INADEQUATE PUBLIC IMPROVEMENTS
Emergency Grants	●	●	●		●		
Home Improvement Grants/Deferred Loan Program	●	●	●		●		
First Time Homebuyer Program	●	●	●	●	●		
Infill Program			●	●	●		
Sewer Tax Reimbursement					●		
SWAT Program					●		
Habitat for Humanity	●	●	●	●	●	●	
Second St. Acquisition/rehabilitation Home Program	●	●	●	●	●		

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7.0 EVIDENCE OF AGENCY COMPLIANCE WITH CCRL SECTION 33334.4, AB 6387 AND SB 791

The 2005-2009 Implementation Plan included a compliance plan as required by CCRL Section 33490 indicating how the Agency would comply with the requirements set forth in CCRL Section 33413(b). The Compliance Plan was consistent with changes enacted into the CCRL pursuant to AB 6387 and SB 791. Among these changes are the following:

- 55/45 Year Minimum Affordability Periods: Effective January 1, 2002, all new or substantially rehabilitated dwelling units assisted by the LMI Housing Fund, any replacement units created, and inclusionary housing units must be affordable for 55 years for rental units and 45 years for owner-occupied units. Units assisted, rehabilitated or constructed prior to January 1, 2002 may have shorter time limits.

- Substantial Rehabilitation: After January 1, 2002, substantially rehabilitated dwelling units means all units substantially rehabilitated with agency assistance as defined by CCRL 33413(b)(2)(iv). Prior to January 1, 2002, the definition of substantially rehabilitated units meant substantially rehabilitated multi-family units with three or more units regardless of whether there was agency assistance or single-family units substantially rehabilitated with agency assistance.

- Replacement Housing: Effective January 1 2002, 100% of all replacement housing units must be affordable to the same income categories as those displaced. Prior to January 1, 2002, only 75% of the units had to match the displaced income categories.

- Targeting Housing Fund Expenditures: Effective January 1, 2003, the CCRL requires that the LMI Housing Fund assistance during the 10-year Compliance Plan mirror the community's needs, both in terms of the income categories needed, and the number of family (versus senior) housing needed.

    - The 2000 Census was used to identify the percentage of residents 65 years of age and older in the community, which will be the maximum percentage allowed for allocation of LMI Fund monies towards assisting housing restricted to seniors. The remaining LMI funds must be used towards assisting other non-senior household types. According to the U.S. Census 2000 Summary File 1 (U.S. Census Table P12), the City population equaled 24,157 persons of whom 6.6 percent (1,604 persons), were over 65 years of age; therefore, in carrying out the requirements of CCRL Section 33334.4(b), no more than 6.6 percent of LMI Fund expenditures can be allocated exclusively towards assisting senior headed households.

The CCRL defines and limits assisted income categories as follows (the CCRL does not separate the extremely low and very low income categories; the federal housing programs do make a distinction):

Very Low Income – persons or households whose gross income does not exceed 50% of the area's median income;

Low Income – persons or households whose gross income is greater than 50% but does not exceed 80% of the area's income; and

Moderate-Income – persons or households whose gross income is greater than 80% but does not exceed 120% of the area's median income.

Affordable housing cost is defined as:

Very Low Income – Not more than 30% of 50% of the County median household income;

Low Income – Not more than 30% of 70% (or 60% for rental projects) of the County median household income; and

Moderate-Income – Not more than 35% of 110% (or 30% of 120% for rental projects) of the County median household income.

7.1 COMPLIANCE REQUIREMENTS

One of the fundamental goals of redevelopment in California is the production, improvement and preservation of the supply of housing affordable to very low-, low-, and moderate-income households. This goal is accomplished, in part, through the execution of four different, but interrelated requirements imposed on redevelopment agencies by the CCRL. These requirements are:

- An Agency must use at least 20 percent of its tax increment revenue to increase, improve and preserve the supply of low- and moderate-income housing in the community (CCRL Section 33334.2);

- An Agency must replace, in equal or greater number, very low-, low-, and moderate-income housing units and bedrooms which are destroyed or removed as a result of a redevelopment project (the "replacement rule," CCRL Section 33413(a));

- An Agency must ensure that a fixed percentage (30%) of all new or substantially rehabilitated dwelling units developed by the agency are affordable to very low-, low-, and moderate-income persons and families (the "inclusionary rule," CCRL Section 33413(b)(1)); and

- An agency must ensure that a fixed percentage (15%) of all new and substantially rehabilitated dwelling units developed within the project area by public or private entities or persons other than the Agency are affordable to very low-, low-, and moderate-income persons (the "inclusionary rule," CCRL Section 33413(b)(2)).

7.2 EXCESS SURPLUS

An excess surplus exists when the adjusted balance exceeds the greater of (1) $1,000,000 or (2) the aggregate amount of tax increment deposited to the LMI Fund during the four prior fiscal years. As shown in Table 8, the Agency began the 2005-2009 planning period with LMI tax increment deposits of $2,167,842 in Fiscal Year (FY) 2004/05, $2,517,436 in FY 2005-2006, $2,920,961 in FY 2006-2007, and $3,167,575 in FY 2007/08. The current cash balance does not exceed the preceding cumulative four-year total tax increment deposits. Consequently, the Agency does not now have an excess surplus in its LMI Fund nor is one projected during the remaining planning cycle for the Implementation Plan.

8.0 CONCLUSION

This Mid-term Update describes the programs and projects undertaken since the beginning of the Implementation Plan period by the Norco Redevelopment Agency to meet its goals of sustaining economic viability, encouraging economic revitalization, sponsoring needed infrastructure improvements, and continuing to increase, improve, and preserve the City's supply of very-low, low- and moderate-income housing for qualifying persons and families, in proportion to the senior population of the City. To date, the Agency has successfully implemented its programs and managed its budgets. However, the generally negative economic climate in the State of California is beginning to affect the Agency's revenue stream through reductions in growth rate and especially interest and rental property income. Although the effect on the remaining year of the Implementation Plan period is anticipated to be non-substantial, it is reasonable to assume that Norco residents are feeling the effects of a declining national economy and may begin using program services in larger numbers. Therefore, it is incumbent on the Norco Redevelopment Agency to carefully monitor revenues to ensure that program accomplishments will continue to able to meet anticipated increased program demand.

RECOMMENDATIONS

Based on the analysis contained herein, the following recommendations are made to address actions the Agency may take to ensure that all of its redevelopment goals and objectives are met:

The Agency should review its spending on its non-housing programs to ensure it is consistent with need in order to implement its objectives to avoid maintaining high year ending balances.

The Agency should continue its efforts to acquire non-RDA funding to carry out projects and programs directed at expanding, improving and preserving affordable housing (i.e., HOME, CDBG, NSP, and other state and federal programs).

The Agency should continue to spend its LMI funds over the implementation period to ensure compliance with redevelopment law concerning fund balances.

CITY OF NORCO
STAFF REPORT

TO: Honorable Mayor and Members of the City Council/ Chairman and Members of the Norco Redevelopment Agency

FROM: Andy Okoro, Deputy City Manager/Director of Finance

DATE: June 17, 2009

SUBJECT: Belstarr Request for Extension and Amendment to the Silverlakes Memorandum of Understanding

RECOMMENDATION: Adopt **Resolution No. 2009-___ and CRA Resolution No. 2009-___**, approving the First Amendment to the Silverlakes Memorandum of Understanding.

SUMMARY: In January of 2008, the City Council/Norco Redevelopment Agency approved a Memorandum of Understanding ("MOU") with Belstarr Sports Management, LLC, a Delaware Limited Liability Company, registered with the California Secretary of State ("Belstarr") for the redevelopment of the Silverlakes property ("Silverlakes"). Since entering into the MOU, Belstarr has been diligently pursuing entitlements for the Silverlakes property and other related tasks in compliance with the MOU. Substantial entitlement activities have been completed to-date and include California Environmental Quality Act ("CEQA") review and the approval of a Conditional Use Permit for the development of Silverlakes. The MOU is set to expire on June 30, 2009, and Belstarr desires an extension of the MOU to complete drafting and negotiation of the Disposition and Development Agreement ("DDA") and Ground Lease.

BACKGROUND/ANALYSIS: On January 16, 2008, the City Council/Norco Redevelopment Agency approved a MOU with Belstarr for redevelopment of the Silverlakes property. The MOU outlines the roles, expectations, goals and responsibilities of the parties. Following the performance of any necessary due diligence, the Agency and Belstarr intend to enter into a DDA pursuant to Article 11 of the Health and Safety Code of the State of California, Section 33000 et. seq. and a Ground Lease.

In May of 2009, Belstarr requested an extension of the MOU to accommodate the additional time necessary to complete the drafting and negotiation of the DDA and Ground Lease. The extension is due to lengthy due diligence and entitlement processes that had to be completed due to the magnitude of the project and duration of the proposed Ground Lease. The current MOU will expire on June 30, 2009 if not amended.

Agenda Item 3.A.

On May 28, 2009, the attached letter was received from Belstarr formally requesting an amendment to the MOU to make it coterminous with the Conditions of Approval and Conditional Use Permit granted on March 4, 2009 by the City Council to Belstarr for the development of Silverlakes under resolution 2009-08.

Staff is requesting that the Council approve the First Amendment to the Silverlakes MOU to extend the term, as Belstarr has acted in good faith pursuant to the MOU, and are now making significant progress with the City in drafting an executable DDA and Ground Lease.

In May of 2009, Belstarr also requested an amendment to the MOU to allow Belstarr to perform brush clearing and/or similar activities on the site. On May 28, 2009, the attached letter was received from Belstarr formally requesting an amendment to the MOU to provide Belstarr permission to perform brush clearing and/or similar activities on the site.

Staff is requesting that that the Council/Agency Board approve the First Amendment to the Silverlakes MOU to provide Belstarr the right to elect to have certain site preparation work performed at its discretion.

/bj-72800
Attachments: Resolution No. 2009-___
CRA Resolution No. 2009-___
Letter dated May 28, 2009
First Amendment to Silverlakes MOU

RESOLUTION NO. 2009-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA, APPROVING A FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF NORCO AND BELSTARR SPORTS MANAGEMENT, LLC FOR REDEVELOPMENT OF THE SILVERLAKES PROPERTY

WHEREAS, the Norco Redevelopment Agency ("Agency") owns approximately 122 acres of land commonly known as Silverlakes; and

WHEREAS, the City/Agency entered into a Memorandum of Understanding ("MOU") with Belstarr Sports Management, LLC ("Developer") on January 16, 2008 for the redevelopment of Silverlakes; and

WHEREAS, the City/Agency and the Developer (the "Parties") have acted in good faith by meeting the deadlines as listed in Exhibit "G" – Schedule of the MOU by providing the required deliverables on or before the deadlines as listed in the same exhibit or as subsequently extended; and

WHEREAS, on March 4, 2009, the Developer received approvals from the City for a Conditional Use Permit for the Project, as well as certification of an Environmental Impact Report; and

WHEREAS, the Parties now wish to amend the MOU so the Parties can continue in good faith to negotiate a DDA and Ground Lease for the lease and development of the Property.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Norco, that the MOU is amended as follows:

1. Section 9.1 Term of MOU and Exhibit "G" Schedule are herby amended in their entirety to read as follows:

   The term of this MOU shall be until (i) March 4, 2011, or until (ii) September 4, 2011 if the Conditional Use Permit Conditions of Approval pursuant to City of Norco Resolution 2009-08 are extended through September 4, 2011 or (iii) sooner as otherwise provided herein. Should undiscovered issues arise, or force majeure, the deadlines as included in this MOU shall be reviewed and extended as reasonably appropriate and with the express written consent of the Parties.

2. Section 3.1 Belstarr Roles and Responsibilities is amended by adding the following paragraph immediately after paragraph 3.1.7

   3.1.8 Belstarr may at its discretion, elect to have certain site preparation work performed in compliance with that certain Deposit and Reimbursement Agreement No. 2 of even date herewith.

PASSED AND ADOPTED by the City Council at a regular meeting held on June 17, 2009.

_____
Mayor of the City of Norco

ATTEST:

_____
Brenda K. Jacobs, City Clerk
City of Norco, California

I, BRENDA K. JACOBS, City Clerk of the City of Norco, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Norco City Council at a regular meeting thereof held on June 17, 2009 by the following vote of the Norco City Council Members:

AYES:
NOES:
ABSENT:
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Norco on June 17, 2009.

_____
Brenda K. Jacobs, City Clerk
City of Norco, California

/bj-72813

CRA RESOLUTION NO. 2009-___

A RESOLUTION OF THE NORCO REDEVELOPMENT AGENCY APPROVING A FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF NORCO AND BELSTARR SPORTS MANAGEMENT, LLC FOR REDEVELOPMENT OF THE SILVERLAKES PROPERTY

WHEREAS, the Norco Redevelopment Agency ("Agency") owns approximately 122 acres of land commonly known as Silverlakes; and

WHEREAS, the City/Agency entered into a Memorandum of Understanding ("MOU") with Belstarr Sports Management, LLC ("Developer") on January 16, 2008 for the redevelopment of Silverlakes; and

WHEREAS, the City/Agency and the Developer (the "Parties") have acted in good faith by meeting the deadlines as listed in Exhibit "G" – Schedule of the MOU by providing the required deliverables on or before the deadlines as listed in the same exhibit or as subsequently extended; and

WHEREAS, on March 4, 2009, the Developer received approvals from the City for a Conditional Use Permit for the Project, as well as certification of an Environmental Impact Report; and

WHEREAS, the Parties now wish to amend the MOU so the Parties can continue in good faith to negotiate a DDA and Ground Lease for the lease and development of the Property.

NOW THEREFORE BE IT RESOLVED by the Norco Redevelopment Agency that the MOU is amended as follows:

1. Section 9.1 Term of MOU and Exhibit "G" Schedule are herby amended in their entirety to read as follows:

   The term of this MOU shall be until (i) March 4, 2011, or until (ii) September 4, 2011 if the Conditional Use Permit Conditions of Approval pursuant to City of Norco Resolution 2009-08 are extended through September 4, 2011 or (iii) sooner as otherwise provided herein. Should undiscovered issues arise, or force majeure, the deadlines as included in this MOU shall be reviewed and extended as reasonably appropriate and with the express written consent of the Parties.

2. Section 3.1 Belstarr Roles and Responsibilities is amended by adding the following paragraph immediately after paragraph 3.1.7

   3.1.8 Belstarr may at its discretion, elect to have certain site preparation work performed in compliance with that certain Deposit and Reimbursement Agreement No. 2 of even date herewith.

PASSED AND ADOPTED by the Norco Redevelopment Agency at a regular meeting held on June 17, 2009.

_____
Chairman, Norco Redevelopment Agency

ATTEST:

_____
Brenda K. Jacobs, Secretary
Norco Redevelopment Agency

I, Brenda K. Jacobs, Secretary of the Norco Redevelopment Agency, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Norco Redevelopment Agency at a regular meeting thereof held on June 17, 2009 by the following vote of the Norco Redevelopment Agency:

AYES:
NOES:
ABSENT:
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Norco Redevelopment Agency on June 17, 2009.

_____
Brenda K. Jacobs, Secretary
Norco Redevelopment Agency

/bj-72814

Belstarr Sports Management
28801 San Juan Creek Road
San Juan Capistrano, CA 92675
(949) 489-8828

May 28, 2009

Mr. Jeff Allred, City Manager
City of Norco
2870 Clark Avenue
Norco, CA 92860-0428

Re: Silverlakes MOU
Extension Request

Dear Mr. Allred,

We respectfully request the following amendments to the above-referenced MOU:

1. Make the MOU coterminous with the Conditions of Approval (as Set forth in Resolution 2009-8); and

2. Provide Belstarr Sports Management the right to perform brush clearing and/or similar work on portions of the site.

Thank you for your courtesy and please call me should you have any questions at my office number, (949) 489-8828.

Sincerely,

R. J. Brandes
Chief Executive Officer

RJB/myw
cc: Larry Kosmont - by email at lkosmont@kosmont.com

FIRST AMENDMENT
TO THE JANUARY 16, 2008
MEMORANDUM OF UNDERSTANDING

Between

BELSTARR SPORTS MANAGEMENT, LLC

And

THE CITY OF NORCO, CALIFORNIA AND THE NORCO REDEVELOPMENT AGENCY

REGARDING THE REDEVELOPMENT OF THE SILVERLAKES PROPERTY

This First Amendment ("Amendment") to the January 16, 2008 Memorandum of Understanding ("MOU") by and between Belstarr Sports Management, LLC ("Belstarr"), the City of Norco, a municipal corporation ("City") and the Norco Redevelopment Agency, a public body corporate and politic organized under the laws of the State of California ("Agency") (collectively referred to as "Parties") for the redevelopment of the approximately 122 acres of Agency owned property commonly known as Silverlakes ("Property"), is made and entered into as of June 17, 2009, by and between the Parties.

RECITALS

WHEREAS, On January 16, 2008 the Parties entered into the MOU, that more fully describes and memorializes the key terms and conditions under which the City and Agency intend to draft a Disposition and Development Agreement and/or Ground Lease with Belstarr related to the lease and development of the Property for equestrian, recreational and other similar and/or related uses as more thoroughly described in the MOU; and

WHEREAS, the Parties have acted in good faith by meeting their respective obligations in the MOU to date, including without limitation Exhibit "G" – Schedule of the MOU by providing the required deliverables on or before the deadlines as listed in the same exhibit or as subsequently extended; and

WHEREAS, the Parties now wish to amend the MOU so the Parties can continue in good faith to negotiate a DDA and/or Ground Lease for the lease and development of the Property;

WHEREAS, the Parties now wish to amend the MOU to provide Belstarr the permission to perform brush clearing and/or similar activities on the Property;

NOW THEREFORE, consistent with the foregoing Recitals, the Parties hereby agree to amend the MOU as follows:

1. Section 9.1 Term of MOU, and Exhibit "G" Schedule, are hereby amended in their entirety to read as follows:

   The term of this MOU shall be until (i) March 4, 2011, or until (ii) September 4, 2011 if the Conditional Use Permit Conditions of Approval pursuant to City of Norco Resolution 2009-08 are extended through September 4, 2011 or (iii) sooner as otherwise provided herein. Should undiscovered issues arise, or force majeure, the deadlines as included in this MOU shall be reviewed and extended as reasonably appropriate and with the express written consent of the Parties.

2. Section 3.1 Belstarr Roles and Responsibilities is amended by adding the following paragraph immediately after paragraph 3.1.7

   3.1.8 Belstarr may at its discretion, elect to have certain site preparation work performed in compliance with that certain Deposit and Reimbursement Agreement No. 2 of even date herewith.

3. Except as expressly set forth in this Amendment, the terms, provisions, covenants and conditions of the MOU remain unmodified and in full force and effect.

4. This Amendment may be executed in counterparts, each of which shall be deemed an original and shall constitute one and the same document.

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

Read, understood, and agreed to this ____ Day of _____ 2009

City of Norco

By: _____
(Signature)

Name: _____
(Print Name)

Its: _____
(Title)

Belstarr Sports Management, LLC

By:_____
(Signature)

Name: _____
(Print Name)

Its: _____
(Title)

Norco Redevelopment Agency

By: _____
(Signature)

Name: _____
(Print Name)

Its: _____
(Title)

CITY OF NORCO
STAFF REPORT

TO: Honorable Mayor and Members of the City Council/ Chairman and Members of the Norco Redevelopment Agency

FROM: Andy Okoro, Deputy City Manager/Director of Finance

DATE: June 17, 2009

SUBJECT: Deposit and Reimbursement Agreement No. 2 by and between the City of Norco, the Norco Redevelopment Agency and Belstarr Sports Management, LLC

RECOMMENDATION: Adopt **Resolution No. 2009-___ and CRA Resolution No. 2009-___**, approving a Deposit and Reimbursement Agreement No. 2 between the City of Norco, the Norco Redevelopment Agency, and Belstarr Sports Management, LLC for redevelopment of the Silverlakes property.

SUMMARY: In January of 2008, the City Council/Norco Redevelopment Agency approved a Memorandum of Understanding ("MOU") with Belstarr Sports Management, LLC ("Belstarr") outlining the roles, expectations, goals and responsibilities of the parties that will ultimately lead to a Disposition and Development Agreement ("DDA") and a long-term Ground Lease. Certain tasks such as project management and other related services will need to be completed with the assistance of City consultants prior to the DDA. The proposed Deposit and Reimbursement Agreement details the process by which the expenditures related to these tasks will be paid for by the City/Agency and subsequently reimbursed to the City/Agency from funds deposited with the City by Belstarr.

BACKGROUND/ ANALYSIS: On January 16, 2008, the City Council/Agency Board approved a MOU with Belstarr Sports Management, LLC for the redevelopment of the 122-acre Silverlakes property into a park facility that will accommodate equestrian, soccer and other recreational activities. The MOU includes a Preliminary Conceptual Site Plan for the proposed facility and details the various steps that must be taken to enter into a Disposition and Development Agreement and a long-term Ground Lease.

Before these documents can be executed and any development activity can commence, a variety of project management, due diligence, public participation process and document negotiation and drafting must be completed. This process includes expenditures for City consultants that will be paid by the City/Agency and reimbursed to the City/Agency by Belstarr.

In order to manage and account for these expenditures, a Deposit and Reimbursement Agreement No. 2 has been prepared detailing the process that the City/Agency will follow in order to recover its costs related to the EIR process.

/bj-72801

Attachments: Resolution No. 2009-___
CRA Resolution No. 2009-___
Deposit and Reimbursement Agreement No. 2

Agenda Item 3.B.

RESOLUTION NO. 2009-___

A RESOLUTION OF THE CITY OF NORCO, CALIFORNIA, APPROVING A DEPOSIT AND REIMBURSEMENT AGREEMENT NO. 2 BY AND BETWEEN THE CITY OF NORCO, THE NORCO REDEVELOPMENT AGENCY, AND BELSTARR SPORTS MANAGEMENT, LLC FOR REDEVELOPMENT OF THE SILVERLAKES PROPERTY

WHEREAS, the Norco Redevelopment Agency ("Agency") owns approximately 122 acres of land commonly known as Silverlakes ("Subject Property"); and

WHEREAS, Belstarr Sports Management, LLC ("Developer") intends to process applications for the development and construction of a equestrian and recreational facility on the Subject Property (the "Project"); and

WHEREAS, the City of Norco ("City") and the Agency approved a Memorandum of Understanding ("MOU") with the Developer for the redevelopment of the Subject Property; and

WHEREAS, the MOU process requires the Developer to pay for any costs related to the Project that will initially be paid for by the City; and

WHEREAS, the City and the Developer desire to enter into a Deposit and Reimbursement Agreement No. 2 ("Agreement") to specifically recover certain consultant costs related to the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORCO AS FOLLOWS:

SECTION 1. The City and the Developer agree on the terms and conditions set forth in the Agreement.

SECTION 2. The Agreement is hereby approved.

PASSED AND ADOPTED by the City Council at a regular meeting held on June 17, 2009.

_____
Mayor of the City of Norco

ATTEST:

_____
Brenda K. Jacobs, City Clerk
City of Norco, California

I, Brenda K. Jacobs, City Clerk of the City of Norco, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Norco City Council at a regular meeting thereof held on June 17, 2009 by the following vote of the Norco City Council Members:

AYES:
NOES:
ABSENT:
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Norco on June 17, 2009.

_____
Brenda K. Jacobs, City Clerk
City of Norco, California

/bj-72834

CRA RESOLUTION NO. 2009-___

A RESOLUTION OF THE NORCO REDEVELOPMENT AGENCY APPROVING A DEPOSIT AND REIMBURSEMENT AGREEMENT NO. 2 BY AND BETWEEN THE CITY OF NORCO, THE NORCO REDEVELOPMENT AGENCY, AND BELSTARR SPORTS MANAGEMENT, LLC FOR REDEVELOPMENT OF THE SILVERLAKES PROPERTY

WHEREAS, the Norco Redevelopment Agency ("Agency") owns approximately 122 acres of land commonly known as Silverlakes ("Subject Property"); and

WHEREAS, Belstarr Sports Management, LLC ("Developer") intends to process applications for the development and construction of a equestrian and recreational facility on the Subject Property (the "Project"); and

WHEREAS, the City of Norco / Agency approved a Memorandum of Understanding ("MOU") with the Developer for the redevelopment of the Subject Property; and

WHEREAS, the MOU process requires the Developer to pay for any costs related to the Project that will initially be paid for by the City; and

WHEREAS, the Agency and the Developer desire to enter into a Deposit and Reimbursement Agreement No. 2 ("Agreement") to specifically recover certain consultant costs related to the Project.

NOW THEREFORE, BE IT RESOLVED by the Norco Redevelopment Agency as follows:

SECTION 1. The Agency and the Developer agree on the terms and conditions set forth in the Agreement.

SECTION 2. The Agreement is hereby approved.

PASSED AND ADOPTED by the Norco Redevelopment Agency at a regular meeting held on June 17, 2009.

_____
Chairman, Norco Redevelopment Agency

ATTEST:

_____
Brenda K. Jacobs, Secretary
Norco Redevelopment Agency

I, Brenda K. Jacobs, Secretary of the Norco Redevelopment Agency, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Norco Redevelopment Agency at a regular meeting thereof held on June 17, 2009 by the following vote of the Norco Redevelopment Agency:

AYES:
NOES:
ABSENT:
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Norco Redevelopment Agency on June 17, 2009.

_____
Brenda K. Jacobs, Secretary
Norco Redevelopment Agency

/bj-72810

DEPOSIT AND REIMBURSEMENT AGREEMENT No. 2
BETWEEN THE CITY OF NORCO, THE NORCO COMMUNITY REDEVELOPMENT AGENCY
AND BELSTARR SPORTS MANAGEMENT, LLC
RE: SILVERLAKES DEVELOPMENT

This Deposit and Reimbursement Agreement No. 2 (hereinafter "Agreement") is made by and between the CITY OF NORCO, a municipal corporation ("City"), the NORCO COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic ("Agency") and BELSTARR SPORTS MANAGEMENT, LLC, a Delaware limited liability company, registered to do business with the California Secretary of State ("Developer"), effective this ___ day of June, 2009 ("Effective Date").

RECITALS

WHEREAS, Agency owns the approximately 122 acres of real property shown as Parcels A, B, C, D, and E in Exhibit "A", attached hereto and incorporated herein by this reference generally located on the east side of Hamner Avenue, northerly of the Santa Ana River, in the City of Norco (APNs 152-060-004, 011; 152-070-001, 002; 152-170-011); and

WHEREAS, the City adopted Resolution No. 2009-08 on March 3, 2009 which approved with conditions, Developer's application to develop the Subject Property into a multi-use equestrian, recreation, entertainment and sports park ("Project") including the granting with conditions of a conditional use permit; and

WHEREAS, Developer, City and Agency have entered into a Memorandum Of Understanding, as amended ("MOU"), which sets forth the intended purpose of the Project, the City and Agency's mutual intent to enter into a Disposition and Development Agreement and/or a Ground Lease with the Developer for development of the Project and use of the Subject Property, and the roles of the City, Agency and Developer in the predevelopment and development activities related to the Project; and

WHEREAS, the parties entered into that certain Deposit and Reimbursement Agreement dated as of February 6, 2008 ("Reimbursement Agreement No. 1") and all deposit and reimbursement obligations of Developer therein have been satisfied; and

WHEREAS, the parties desire to enter into this Agreement so the City and Agency may provide additional services related to the Project. In return, the Developer shall provide reimbursement to City and Agency for their additional services as herein provided.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Purpose of Agreement. The purpose of this Agreement is to provide for the advance deposit of and payment by Developer of certain costs incurred by the City and Agency for professional services related to the Project.

2. Term of Agreement. The term of this Agreement shall commence upon execution by the Parties and shall continue until terminated as provided for in other sections herein.

3. No Approvals. Nothing in this Agreement shall be construed as preliminary or final approval of any future land use or related decision nor shall this Agreement affect any land use or related decision already rendered. This Agreement specifically does not commit the City or Agency to any future discretionary decisions or approvals not yet approved by the City or Agency.

4. Reimbursement Agreement No. 1. Developer has reimbursed the City and/or Agency for all monies required by the Reimbursement Agreement No. 1 to be reimbursed by Developer, and the City and/or Agency has applied all such reimbursements (including the deposit posted by Developer under Reimbursement Agreement No. 1) as required by such agreement.

5. Consultant's Work and Payments. Professional service firm(s) including but not limited to project manager(s), project advisor(s), real estate service firm(s), engineer(s), biological surveyor(s), legal counsel, transportation consultant(s), parking consultant(s), surveyor(s), and title companies (singular "Consultant", plural "Consultants") shall be retained or have already been retained by the City to perform professional services related to the Project and have been or will be selected utilizing the City's customary procedures for procuring professional services. City will consult with Developer during the selection process regarding the qualifications of and fees to be charged by the Consultant(s). Consultant(s) have been or will be selected at the sole discretion of the City, and it shall be the responsibility of the City to pay such Consultants. Subject to: (i) the cap described in Section 6 below (ii) Consultant's performance or delivery of the promised work product, Developer shall reimburse the costs associated with services provided by Consultant(s) provided Developer has provided written approval of the written budget of the Consultant, the approval of which may be provided subsequent to the performance of services. In no event shall approvals or reimbursement be unreasonably withheld. City, Agency and Consultant(s) shall be available to meet with Developer on an as-needed basis in order to expedite the Project processing. Meetings to discuss disputes regarding Consultant costs and compliance with this Agreement shall be at no cost to Developer. At Developer's request and cost, if any, City or Agency shall furnish copies of Contractor's records, documentation and invoices in support of the costs incurred.

6. Reimbursement of Costs. The parties agree that Developer's share of the professional services rendered to City and Agency necessary to provide the completion of the Project is not to exceed one hundred fifty thousand dollars ($150,000) (herein "the Maximum Reimbursement"). Subject to Section 5, Developer shall reimburse the City for all of Consultant(s) fees and costs related to the Maximum Reimbursement or as the Maximum Reimbursement is otherwise increased by written notice from Developer and as approved by the City, the approval of which shall be at the discretion of the City Manager. Upon the Effective Date of this Agreement, Developer shall provide the City with a deposit of twenty-five thousand dollars ($25,000) (hereinafter "Minimum Deposit"). The Minimum Deposit shall be made with City no later than ten (10) calendar days after the Effective Date of this Agreement. The Developer shall maintain said Minimum Deposit and replenish the Minimum Deposit every forty-five (45) days following the Effective Date during the period that costs are being incurred or earlier upon the written request by City which request includes a brief summary of Project progress. The City shall provide to Developer proof of payment to Consultant(s). The City shall have no obligation, and may cease to process or to perform any work on the Project in the event that the Developer has not made timely payment(s) of any required deposit(s) and timely payment(s) of any and all of the actual costs as herein provided. Upon the completion of professional services by Consultant(s) and payment for those services as provided herein, any balance of the Minimum Deposit, as may be replenished, shall be returned to Developer. In the event that upon the completion of professional services by Consultant(s) the costs exceed Developer funds deposited with the City, Developer shall deposit with the City such excess amount within fifteen (15) days of written notice so long as the Maximum Reimbursement is not exceeded.

7. Site Preparation. In addition to the foregoing, and separate from the Maximum Reimbursement, upon Developer's prior written notice, the City and/or Agency agree to cause the Subject Property to be prepared and cleared ("Site Prep") generally consistent with the scope of services contemplated by the proposal of Patriot Grading and Engineering [Contractors License No. 774746; 14998 Washington Avenue, Fontana, CA 92335; (909) 428-0320] attached hereto as Exhibit "B". Nothing herein creates any obligation to or implies any contractual relationship with Patriot Grading and Engineering; it being agreed that City and/or Agency shall enter into a contract with a qualified, licensed contractor acceptable to the City and Agency ("Contractor") to perform the Site Prep. The Contractor will be selected utilizing the customary procedures of the City and/or Agency for procuring services. City and Agency will consult with Developer during the selection process regarding the qualifications of and fees to be charged by the Contractor and the timing for performance of the work. It shall be the responsibility of the City and/or Agency to pay the Contractor; provided however, Developer shall reimburse the costs associated with services provided by the Contractor so long as: (i) Developer has given written notice and elected, in its sole discretion, that it desires the Site Prep work to be commenced; (ii) Developer has approved the Contractor and Contractor's written budget for the costs of the work (which budget is to show the timeframes for performance and the guaranteed maximum costs of the Contractor); and (iii) Contractor has timely completed the promised work. In no event shall reimbursement be unreasonably withheld. City,

Agency and Contractor shall be reasonably available to meet with Developer on an as-needed basis. Meetings to discuss disputes regarding Contractor costs and compliance with this Agreement shall be at no cost to Developer. At Developer's request, which request shall be made no later than thirty (30) days of the later of the completion of work or the City/Agency's receipt of the final bill, City or Agency shall furnish copies of Contractor's records, documentation and invoices in support of the costs incurred.

8. Cooperation of City and Agency. The City and Agency shall promptly process and render decisions on all approvals, permits, documents, agreements and entitlements related to the Project.

9. Attorney's Fees. In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs and expenses incurred.

10. Termination by City/Agency. If Developer is in default or breach of its obligations under this Agreement, the City and Agency shall give Developer ten (10) business days written notice of such default. If the Developer does not commence to cure the default with ten (10) business days of such notice and continue to cure such default to completion within thirty (30) business days, then the City/Agency may terminate this Agreement under Section 11 and the City/Agency shall have no further obligation under this Agreement to seek reimbursement from Developer for processing pending applications or continue processing pending applications except as otherwise provided by law. If the Agreement is terminated by the City/Agency, the City/Agency shall bill Developer and Developer shall be responsible for reimbursement to City/Agency for any payments or costs to be paid to the date of termination.

11. Termination by Developer. This Agreement may be terminated by Developer without cause and at will for any reason by giving to the City written notice of such intent to terminate. Termination of this Agreement shall be effective thirty (30) business days following receipt of such written termination notice by the City. Termination of this Agreement by Developer shall act as a withdrawal by Developer of its then pending applications to the City or Agency pertaining to the Project effective on the date of the termination. Upon receipt of written notice of a termination by Developer, the City shall immediately terminate Project related services by the Consultant and make final payment for work incurred under this Agreement. Developer shall deposit any additional funds as the City deems necessary to pay any outstanding amounts up to the Maximum Reimbursement, not including Site Preparation work. Within thirty (30) business days of the termination, the City shall pay to Developer any funds remaining in the deposit.

12. Counterparts. This Agreement may be signed in counterparts and when signed by all parties hereto shall constitute a binding agreement on the parties.

13. Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

14. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

15. Severability. In the event any term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect.

16. Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Riverside.

17. Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services to be performed for this Project. This Agreement supersedes all prior negotiations, representations, or agreements.

18. Notices. All notices to be given hereunder shall be in writing and may be served, either (i) personally, (ii) by fax transmission with confirmation, (iii) certified or registered mail, return receipt requested, postage prepaid, or (iv) by FedEx or other overnight delivery with confirmation, to the persons and addresses set forth below or to any other address provided by one to the other from time to time in writing.

19.

If to the City/Agency, at:	2870 Clark Avenue Norco, CA 92860 Attn.: City Manager Facsimile No.: (951) 270-5622
With a Copy to:	John Harper, Esq. City Attorney Harper & Burns, LLP 453 South Glassell Street Orange, CA 92866 Facsimile No.: (714) 744-3350
With a Copy to:	Larry Kosmont, CRE Kosmont Companies 865 South Figueroa Street, 35th Floor Los Angeles, CA 90017 Facsimile No.: (213) 417-3311
If to Developer:	R.J. Brandes Belstarr Sports Management, LLC P.O. Box 609 San Juan Capistrano, CA 92693 Facsimile No.: (949) 488-9291
With a Copy to:	Nancy Kennerly, Esq. Kennerly, Lamishaw & Rossi LLP 707 Wilshire Blvd. Suite 1400 Los Angeles, CA 90017 Facsimile No.: (213) 312-1266

20. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Developer, the Agency and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

END OF TEXT

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

"CITY"
CITY OF NORCO

_____
By: _____

Title: Mayor
Date: _____, 2009

Attest:

_____
Title: City Clerk

Date: _____, 2009

Approved As To Form:

_____
Title: City Attorney

Date: _____, 2009

"AGENCY"
NORCO COMMUNITY REDEVELOPMENT AGENCY

_____
By: _____

Title: Chair
Date: _____, 2009

Attest:

_____
Title: Secretary
Date: _____, 2009

Approved As To Form:

_____
Title: Agency Counsel
Date: _____, 2009

"DEVELOPER"
BELSTARR SPORTS MANAGEMENT, LLC
a Delaware limited liability company

_____
By: R.J. Brandes

Title: _____
Date: _____, 2009

Exhibit “A” - Subject Property

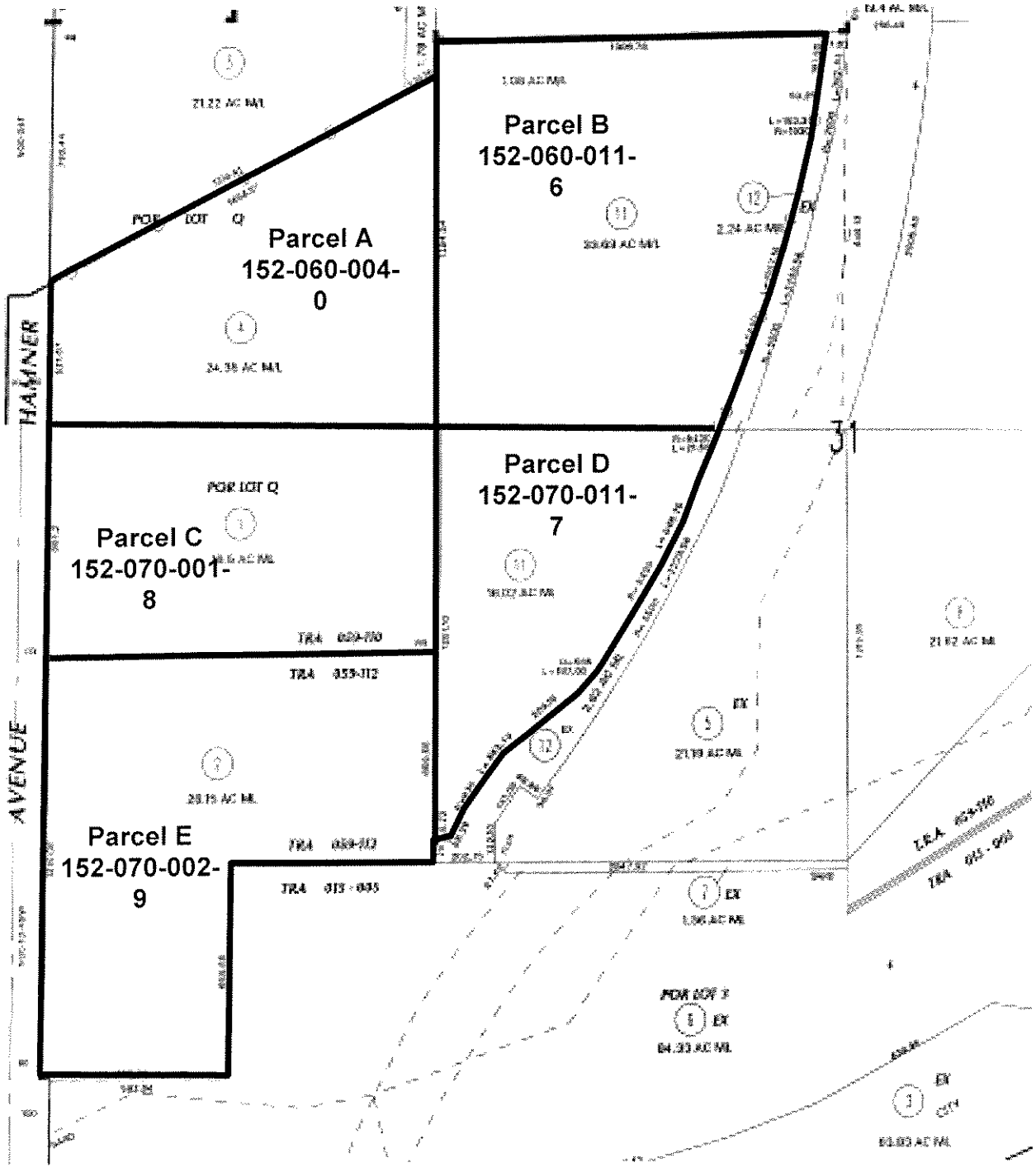


EXHIBIT "B"

Patriot Grading and Engineering

Contractors License No. 774746

14-Apr-09

J&J Landscape Co.
And
Bell Star Sports

Bid Proposal

Attn: Mr. Juan Reyes 909-919-4004 Fax 909-244-9861
Re: **Clearing of Norco Project, (Race track)**
Norco, CA

Item	Description	Quantity	Unit	Price	Extension
1	Mobilization (1 Move-In)	1	LS	$ 2,500.00	$ 2,500.00
2	Disc. Job Site, Clear brush, tumble weeds, place in stock piles	1	LS	$ 59,000.00	$ 59,000.00
3	Remove all fence posts and barn and railings	1	LS	$ 13,500.00	$ 13,500.00
				Total	**$ 75,000.00**

ALTERNATE: Minimum Additional Move-In = $2,500.00

1 Swpps Entrance $4,500.00
2 Remove all vegitation in pond area, and place in stock pile $38,500.00
3 Demo. All houses except big house and place in stock pile, $18,000.00
4 Demo. Concrete pool, w/ftgs., sidewalks, driveway and place in stock piles. $18,5000.00
5 **Demo. All asphalt roads and place in stock piles. $13,5000.00**

NOTES: BID IS BASED ON:

1 Plans by: Not available at this time.
2 Soils by: Not available at this time.
3 **Dust Control is included with #2 only**
4 **All previously buried concrete and other debry to be removed on T$M only as directed.**
5 **Water supply (well needs to produce 250 gallons per minute.).**
6 **All SWPPP set up and erosion control is extra as need only.**

Exclusions:

1 Handling Hazardous, Contaminated, or Otherwise Unsuitable Soil.
2 Non-Rippable Material with a D9N, Blasting, Handling Blasted or Oversize Material.
3 Handling Over-Optimum Material, Dewatering, Relocation or Handling
4 Relocated Items.
Wall Backfills, Septic Tanks, Cesspools, Wells, and All Underground Utilities.
5 Import/ Export of Spoils
6 ALL LIABILITY
7 Engineering, Surveying, Testing, Permits, Fees, Traffic Control, Cost of Water.

Void after 60 Days ACCEPTED BY:

SUBMITTED BY:

BASCOM L. MELLON III
PG8086

Mr. Juan Reyes

14998 Washington Ave Fontana, CA. 92335 (909)428-0320 Fax:(909)428-2619

CITY OF NORCO
STAFF REPORT

TO: Honorable Mayor and Members of the City Council/ Chairman and Members of the Norco Redevelopment Agency

FROM: Andy Okoro, Deputy City Manager/Director of Finance

DATE: June 17, 2009

SUBJECT: Appointment of Financial Advisor and Underwriter; Resolution of Intent to Reimburse Expenditures from Proceeds of Tax Exempt Securities

RECOMMENDATION: Adopt **Resolution No. 2009-___**, directing staff to proceed with planning for the issuance of bonded indebtedness and appointing a financing team in connection therewith; **Resolution No. 2009-___**, declaring the official intent to reimburse expenditures from proceeds of tax exempt securities; and **CRA Resolution No. 2009-___**, declaring the official intent to reimburse expenditures from proceeds of tax exempt securities.

SUMMARY: The City/Norco Redevelopment Agency is in the process of negotiating a Disposition and Development Agreement ("DDA") and a long-term Ground Lease with Belstarr Sports Management, LLC, a Delaware Limited Liability Company, registered with the California Secretary of State ("Belstarr") pursuant to a Memorandum of Understanding ("MOU") approved in January of 2008 by the City Council/Norco Redevelopment Agency which collectively provide for the redevelopment of the approximately 122-acre Silverlakes property ("Property"). It is anticipated that the redevelopment of the Property will include public financing of public infrastructure improvements. It is further anticipated that the public financing will include the sale of tax exempt securities. The sale and issuance of the bonds will require the assistance of a financial advisor and underwriter. Additionally, portions of proceeds from the issuance of the tax exempt securities can be used to finance pre-issuance costs.

BACKGROUND/ANALYSIS: The City/Norco Redevelopment Agency is in the process of negotiating a DDA and a long-term Ground Lease with Belstarr pursuant to a Memorandum of Understanding ("MOU") approved on January 16, 2008 by the City Council/Norco Redevelopment Agency providing for the redevelopment of the Property. The MOU contemplates the redevelopment of the Property into a park facility that will accommodate equestrian, soccer and other recreational activities. The MOU includes a Preliminary Conceptual Site Plan for the proposed facility and details the various steps that must be taken to enter into a DDA and a long-term Ground Lease.

Agenda Item 3.C.

In the process of negotiating the DDA and Ground Lease, both the City and Belstarr have determined that the redevelopment of the Property will require public financing of public infrastructure improvements on and/or proximate to the site. The public financing will include the sale of tax exempt securities. It is anticipated that the repayment of the securities will be funded entirely through ground lease payments from Belstarr and/or a sharing of parking revenues generated on the redeveloped Property. The sale and issuance of the securities will require planning and other related assistance from a financial advisor and underwriter.

Staff is requesting that the Council/Agency Board approve Resolution No. 2009-__ appointing Kosmont Realty Corporation as financial advisor, and E.J. De La Rosa & Co., Inc. as underwriter for the City/Norco Redevelopment Agency to support bond issuances to finance the redevelopment of the Property. It is to be noted that neither the City nor the Agency will be required to advance any of the costs of the financial advisor or underwriter. The costs of these consultants will be paid solely from the proceeds of the bonds to be issued.

Additionally, should the City/Norco Redevelopment Agency make a declaration, pre-issuance costs and related expenditures can be reimbursed upon issuance of the securities under the following guidelines:

(1) In general, a reimbursement is permitted only for capital expenditures;

(2) Not later than 60 days after the date of the expenditure, the issuer must adopt a statement of official intent to reimburse the expenditure from a borrowing. The official intent may be made in any reasonable form (e.g., an issuer resolution), must describe the project and must state the maximum amount of obligations expected to be issued for the project; and

(3) The reimbursement must be made no later than 18 months after the later of: (a) the date of the expenditure, or (b) the date the project is placed in service, but in no event more than 3 years after the date of the expenditure. For small issuers (i.e., those that issue less than $5 million of bonds per year), the "18-month" limitation in the previous sentence is changed to "3 years" and the "3-year" maximum reimbursement period is disregarded.

There are two exceptions to the official intent and reimbursement rules described above:

(1) Up to 20% of the proceeds of an issue may be used to reimburse "preliminary expenditures" without complying with the official intent or Reimbursement Allocation requirements. Preliminary expenditures include architectural, engineering, surveying, soil testing, bond issuance and similar costs; and

(2) An amount not exceeding the lesser of $100,000 or 5% of the proceeds of the issue may be used to reimburse previously incurred expenditures without complying with these rules.

Staff is requesting that the Council/Agency Board approve the two resolutions declaring the official intent to reimbursement expenditures from the proceeds of tax exempt securities.

/bj-72807

Attachments: Resolution No. 2009-__
Appointment of Financial Advisor and Underwriter

Resolution No. 2009-__
Intent to Reimburse Expenditures from Proceeds of Tax Exempt Securities

CRA Resolution No. 2009-__
Intent to Reimburse Expenditures from Proceeds of Tax Exempt Securities

RESOLUTION NO. 2009-___

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA, DIRECTING STAFF TO PROCEED WITH PLANNING FOR THE ISSUANCE OF BONDED INDEBTEDNESS AND APPOINTING A FINANCING TEAM IN CONNECTION THEREWITH

WHEREAS, the City of Norco (the "City") has expressed interest in the issuance of bonded indebtedness (the "Bonds") to finance certain public improvements to be associated with the development of the property commonly known as "Silverlakes," which property is shown on Exhibit A, and

WHEREAS, the City Council desires to direct staff to pursue the steps necessary to issue the Bonds, to appoint Kosmont Realty Corporation as financial advisor AND E.J. De La Rosa & Co., Inc. as underwriter, for the offering of the Obligations.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORCO AS FOLLOWS:

Section 1. The above recitals are true and correct.

Section 2. The City Manager, the Finance Director, the City Clerk and all other employees of City are hereby authorized and directed to take such actions as are necessary or appropriate to provide for the issuance of the Bonds, and, at such time as determined appropriate by the City Manager, to present to this Council all resolutions necessary in connection therewith. Nothing in this Resolution shall in any way commit the Council to issue any Bonds.

Section 3. The City Council hereby appoints the firm of Kosmont Realty Corporation as financial advisor and E.J. De La Rosa & Co., Inc. as underwriter in connection with the proposed issuance of the Bonds. The City Council hereby authorizes and directs the City Manager to execute and deliver an agreement with said firms for their respective services, provided that any and all compensation to such firm under the agreement is payable solely from the proceeds of the Bonds.

Section 4. This resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED by the City Council at a regular meeting held on June 17, 2009.

_____
Mayor of the City of Norco

ATTEST:

_____
Brenda K. Jacobs, City Clerk
City of Norco, California

I, Brenda K. Jacobs, City Clerk of the City of Norco, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Norco City Council at a regular meeting thereof held on June 17, 2009 by the following vote of the Norco City Council Members:

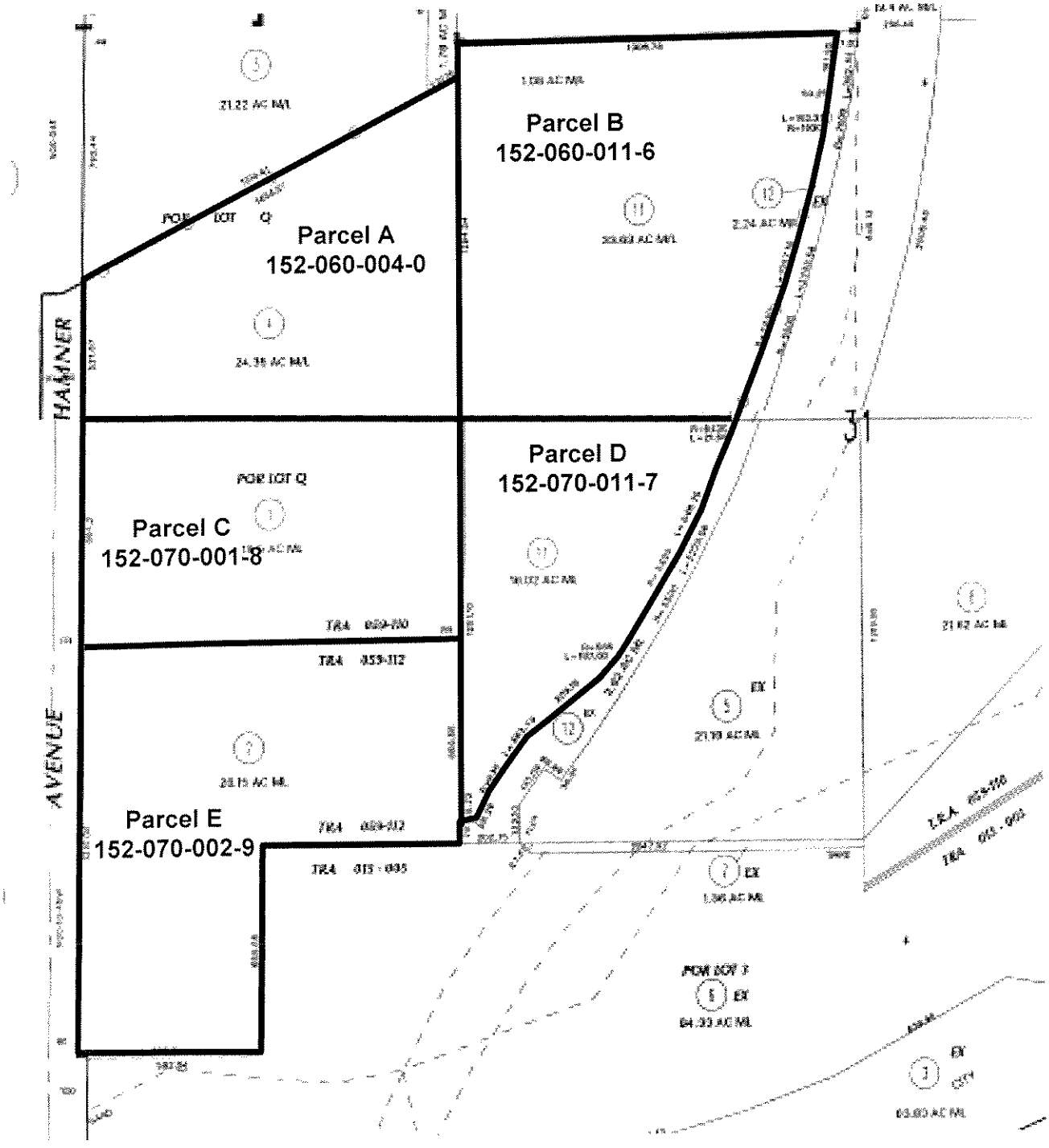
AYES:
NOES:
ABSENT:
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Norco on June 17, 2009.

_____
Brenda K. Jacobs, City Clerk
City of Norco, California

/bj-72806

Exhibit "A" - Subject Property



RESOLUTION NO. 2009-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA, DECLARING THE OFFICIAL INTENT TO REIMBURSE EXPENDITURES FROM THE PROCEEDS OF TAX EXEMPT SECURITIES

WHEREAS, the City of Norco (the "Issuer") desires to finance the construction of the improvements described below (collectively the "Project"); and

WHEREAS, the Issuer will be expending funds for the construction of the Project; and

WHEREAS, the Issuer reasonably expects to reimburse such expenditures by authorizing the sale and delivery of one or more series of obligations (the "Obligations"), as described below.

NOW, THEREFORE, THE CITY OF NORCO DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

1. This Resolution is a declaration of official intent to reimburse expenditures pursuant to Treasury Regulations Section 1.150-2.

2. The Issuer desires to finance the development of the public improvements, consisting of infrastructure improvements potentially including but not limited to sewer, water, gas, electricity, communications, roadway, landscaping and/or other related improvements to and/or proximate to the approximately 122 acres of real property commonly known as Silverlakes and shown as Parcels A, B, C, D, and E in Exhibit "A", attached hereto and incorporated herein by this reference ("Subject Property");

3. The Issuer reasonably expects to reimburse the expenditures through the sale and delivery of one or more series of Obligations, the interest component on which is excludable from gross income under Section 103 of the Internal Revenue Code. The estimated maximum principal amount of Obligations to be issued for the Project is $20,000,000.

4. The reimbursement allocation to be made with respect to the expenditures will occur not later than eighteen (18) months after the <u>later</u> of (i) the date on which the expenditure is paid, or (ii) the date on which the Project is placed in service, but in no event more than three years after the expenditure is paid.

5. This Resolution expresses the Issuer's expectations as of this date with respect to the financing of the construction and acquisition of the Project. Future events or extraordinary circumstances beyond the control of the Issuer may result in the Project being financed in a manner other than as described in this Resolution, and nothing contained herein constitutes an irrevocable commitment by the Issuer to issue the Obligations.

6. This Resolution shall take effect upon adoption.

PASSED AND ADOPTED by the City Council at a regular meeting held on June 17, 2009.

_____
Mayor of the City of Norco

ATTEST:

_____
Brenda K. Jacobs, City Clerk
City of Norco, California

I, Brenda K. Jacobs, City Clerk of the City of Norco, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Norco City Council at a regular meeting thereof held on June 17, 2009 by the following vote of the Norco City Council Members:

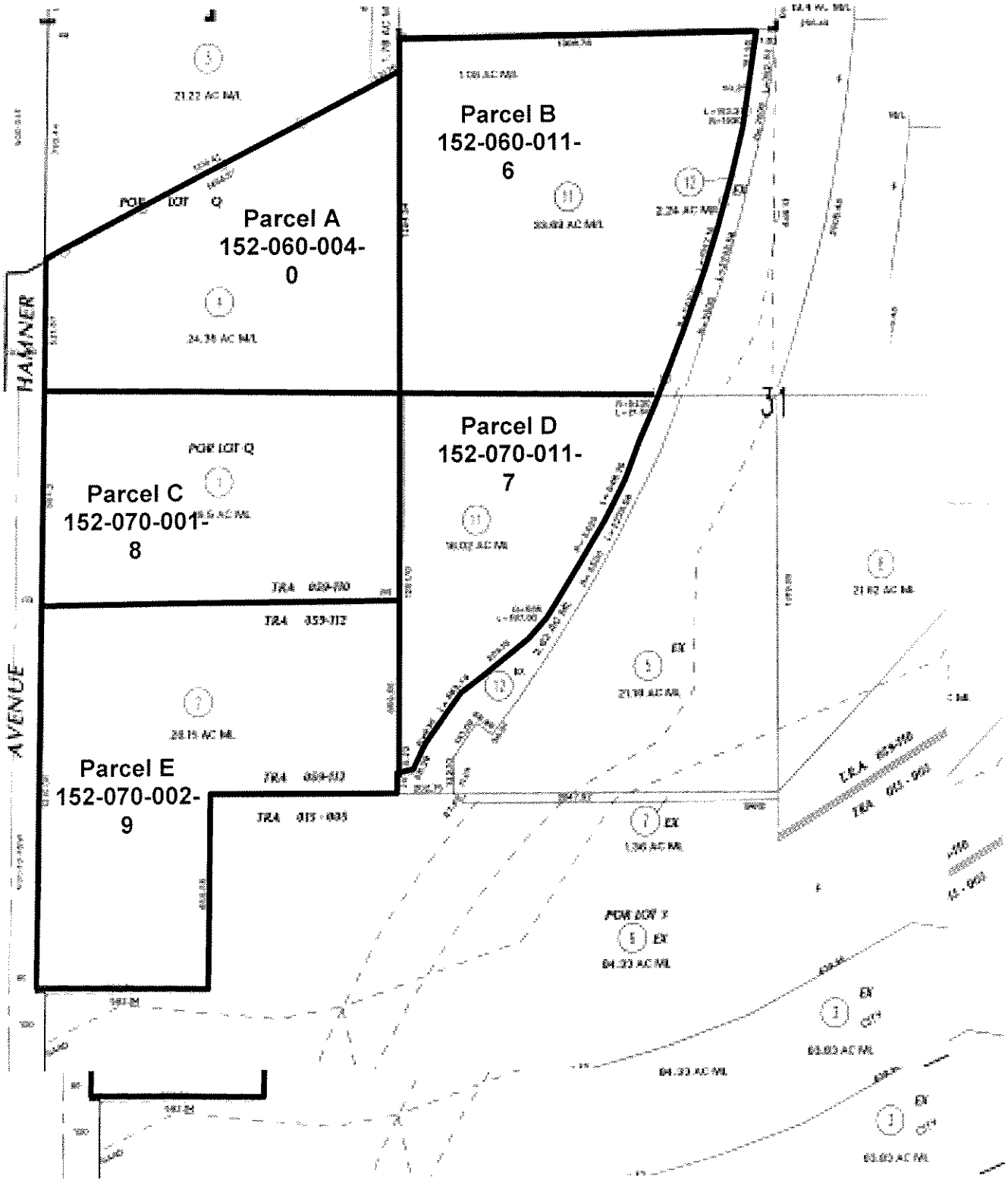
AYES:
NOES:
ABSENT:
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Norco on June 17, 2009.

_____
Brenda K. Jacobs, City Clerk
City of Norco, California

/bj-72804

Exhibit "A" - Subject Property



CRA RESOLUTION NO. 2009-___

A RESOLUTION OF THE NORCO REDEVELOPMENT AGENCY DECLARING THE OFFICIAL INTENT TO REIMBURSE EXPENDITURES FROM THE PROCEEDS OF TAX EXEMPT SECURITIES

WHEREAS, the Norco Redevelopment Agency (the "Issuer") desires to finance the construction of the improvements described below (collectively the "Project"); and

WHEREAS, the Issuer will be expending funds for the construction of the Project; and

WHEREAS, the Issuer reasonably expects to reimburse such expenditures by authorizing the sale and delivery of one or more series of obligations (the "Obligations"), as described below.

NOW, THEREFORE, THE NORCO REDEVELOPMENT AGENCY DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

1. This Resolution is a declaration of official intent to reimburse expenditures pursuant to Treasury Regulations Section 1.150-2.

2. The Issuer desires to finance the development of the public improvements, consisting of infrastructure improvements potentially including but not limited to sewer, water, gas, electricity, communications, roadway, landscaping and/or other related improvements to and/or proximate to the approximately 122 acres of real property commonly known as Silverlakes and shown as Parcels A, B, C, D, and E in Exhibit "A", attached hereto and incorporated herein by this reference ("Subject Property");

3. The Issuer reasonably expects to reimburse the expenditures through the sale and delivery of one or more series of Obligations, the interest component on which is excludable from gross income under Section 103 of the Internal Revenue Code. The estimated maximum principal amount of Obligations to be issued for the Project is $20,000,000.

4. The reimbursement allocation to be made with respect to the expenditures will occur not later than eighteen (18) months after the <u>later</u> of (i) the date on which the expenditure is paid, or (ii) the date on which the Project is placed in service, but in no event more than three years after the expenditure is paid.

5. This Resolution expresses the Issuer's expectations as of this date with respect to the financing of the construction and acquisition of the Project. Future events or extraordinary circumstances beyond the control of the Issuer may result in the Project being financed in a manner other than as described in this Resolution, and nothing contained herein constitutes an irrevocable commitment by the Issuer to issue the Obligations.

6. This Resolution shall take effect upon adoption.

PASSED AND ADOPTED by the Norco Redevelopment Agency at a regular meeting held on June 17, 2009.

_____
Chairman, Norco Redevelopment Agency

ATTEST:

_____
Brenda K. Jacobs, Secretary
Norco Redevelopment Agency

I, Brenda K. Jacobs, Secretary of the Norco Redevelopment Agency, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Norco Redevelopment Agency at a regular meeting thereof held on June 17, 2009 by the following vote of the Norco Redevelopment Agency:

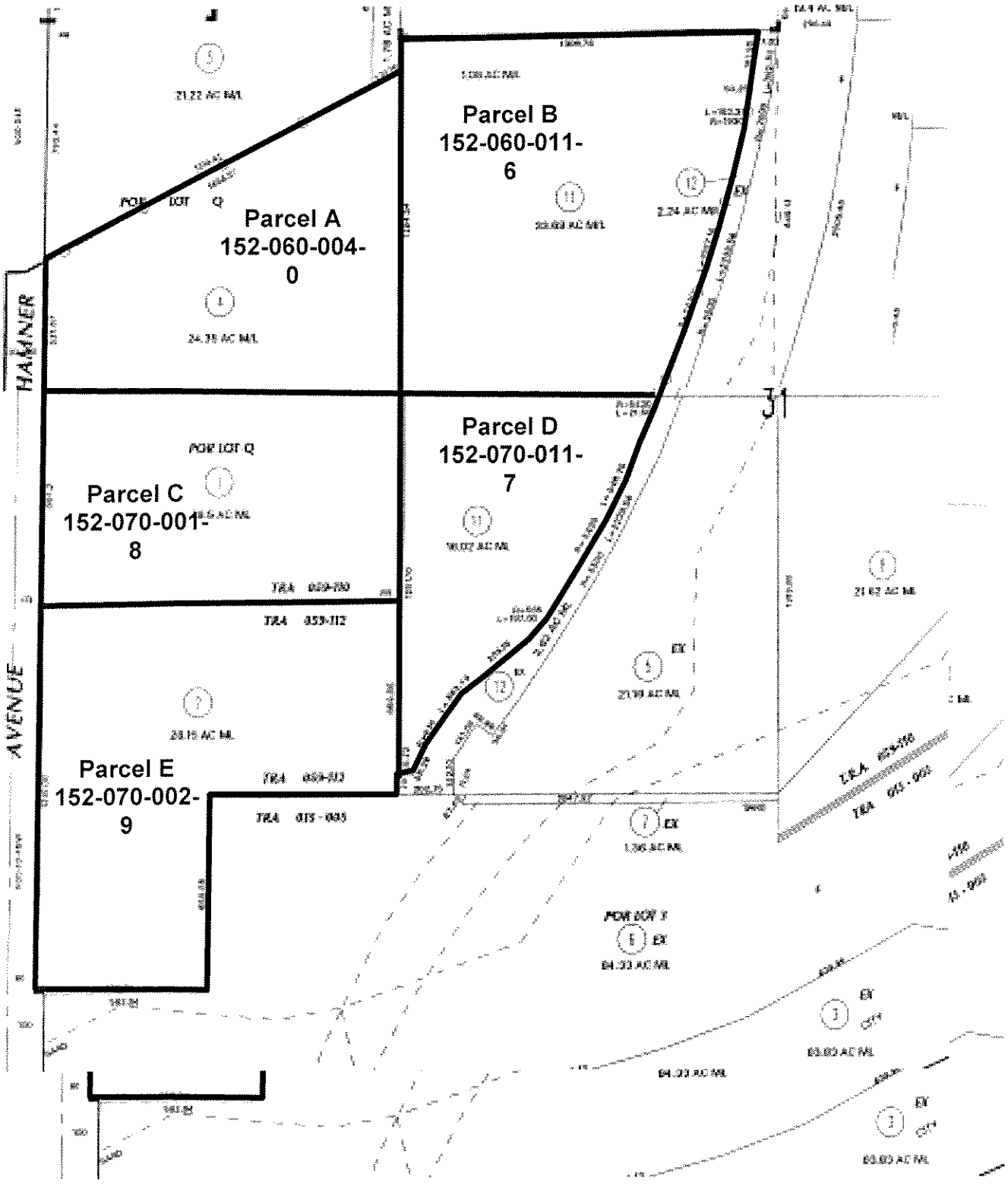
AYES:
NOES:
ABSENT:
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Norco Redevelopment Agency on June 17, 2009.

_____
Brenda K. Jacobs, Secretary
Norco Redevelopment Agency

/bj-72803

Exhibit "A" - Subject Property



MINUTES
CITY OF NORCO

CITY COUNCIL
SPECIAL MEETING
CONFERENCE ROOM "A"
NORCO CITY HALL – 2870 CLARK AVENUE
JUNE 10, 2009

---

1. CALL TO ORDER: Mayor Azevedo called the Special Meeting to order at 2:02 p.m.

2. ROLL CALL:

Mayor Kathy Azevedo, **Present**
Mayor Pro Tem Malcolm Miller, **Present**
Council Member Frank Hall, **Present**
Council Member Berwin Hanna, **Present**
Council Member Richard L. MacGregor, **Present**

Staff Present – Allred, Jacobs, Frye, Okoro, and Paakkonen,

City Attorney John Harper -- **Present**

3. PLEDGE OF ALLEGIANCE: Council Member MacGregor

4. PUBLIC COMMENTS OR QUESTIONS: No Public Comments.

5. RECESS TO CLOSED SESSION (SECTION 54954) TO CONSIDER MATTERS:

Section 54957.6 – Conference with Labor Negotiator

Negotiating Parties: City Manager Allred, Deputy City Manager/Director of Finance Okoro, Fire Chief Frye and Human Resources Analyst Paakkonen

Employee Organizations: Norco Firefighters Association
Norco Battalion Chiefs Association

Section 54957 – Public Employee Appointment

Employee: Interim City Manager Interviews

6. ADJOURNMENT: Mayor Azevedo reported that it was a unanimous vote of the City Council to appoint Beth Groves as Interim City Manager, effective on June 15, 2009, or as soon as possible thereafter. There being no further business to come before the City Council, Mayor Azevedo adjourned the meeting at 6:10 to the Regular Meeting of June 17, 2009.

/bj-72830

CITY OF NORCO
STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, Deputy City Manager/Director of Finance

PREPARED BY: William R. Thompson, Director of Public Works

DATE: June 17, 2009

SUBJECT: Ratification of Fiscal Year 2009-2010 Western Riverside County Regional Wastewater Authority Budget

RECOMMENDATION: That the Members of City Council ratify the Fiscal Year 2009-10 budget adopted by the Western Riverside County Regional Wastewater Authority.

SUMMARY: The City of Norco is a member agency of the Western Riverside County Regional Wastewater Authority (WRCRWA). Each member is required to present the current year budget document to their governing body for approval. The budget details are attached for review and it is appropriate for City Council to ratify the document.

BACKGROUND/ANALYSIS: According to Section 6.A. of the Joint Exercise of Powers creating the Western Riverside County Regional Wastewater Authority (WRCRWA), each year the budget must be ratified by each member's governing body. Attached is a copy of the WRCRWA FY 2009-10 Operating and Capital Improvement Budget, establishing rates and charges effective July 1, 2009. The budget document was approved by the WRCRWA Board at their June 2, 2009 meeting.

The budget data was first reviewed by the Executive Committee with a unanimous recommendation for approval by the Board of Directors. Compared to FY 2008-09 rates, the fixed charge component per million gallons a day treated (MGD) per month is increasing $619 from $9621 to $10,240 or 6% and the variable charge per million gallons will decrease $67 from $1,583 to $1,516 or 4.3%. This data is described in more detail on Page 11 of the budget document. The budget document describes the wastewater treatment capacity and conveyance system costs as well as the member agency bond debt and Capital Improvement responsibilities.

City staff has included the cost for treatment and collection as well as outstanding debt service requirements in our preparation of the City's FY 2009-10 sewer operations budget. Capital Improvements outlined in the WRCRWA budget have been included in the City's FY 2209-10 Sewer Capital Improvement fund budget. Upon the Council's favorable consideration and approval of the WRCRWA FY 2009-10 budget, staff will provide the Authority with a Minute excerpt of Council's action to satisfy the ratification requirement.

FINANCIAL IMPACT: Budgeted

/bj-72793
Attachment: WRCRWA FY 2009-10 Budget

Agenda Item 6.C.

WRCRWA BOARD OF DIRECTORS MEMORANDUM NO. 677

June 2, 2009

TO THE BOARD OF DIRECTORS:

Brenda Dennstedt, Chair	John Rossi
Robert Seymour, Vice Chair	Janey Gress
R.M. 'Cook' Barela, Secretary/Treas	Eldon Horst
Malcolm Miller	Bill Thompson
Tom Evans	Celeste Cantu

FROM: Jeffrey D. Sims, Administrator

BUDGET FOR FISCAL YEAR 2009/2010

RECOMMENDATION:
The Executive Committee recommends that Board of Directors Adopt the attached Fiscal Year 2009/2010 Budget.

BUDGET IMPACT:
When approved by each member agency the attached budget, as modified, will become the official WRCRWA budget for fiscal year 2009/2010.

EXECUTIVE SUMMARY:
The attached Fiscal Year 2009/2010 Budget was developed using actual operating costs gathered for fiscal year 2008/2009 as well as analysis from the Western Municipal Water District staff.

The Fiscal Year 2008/2009 actual operating costs remain under budgeted costs and are anticipated to end the fiscal year approximately $300,000, or 7.5%, under the 2008/2009 Budget. The Fiscal Year 2009/2010 Budget shows a decrease of $66,147 in operating costs, or 1.6%, under the prior year budget. The largest area of decrease is Basin Monitoring Plan in the G & A area, with a decrease of approximately $37,000.

As a result of the projected 2009/2010 operating costs, the Fixed Rate to be charged for 2009/2010 has increased by 6.4% and the Variable Rate has decreased by 4.2%, primarily due to an increase in labor costs, which is part of the fixed costs.

The budgeted operating expense line items increasing or decreasing by more than $10,000 are as follows:

Differences between the 2008/2009 and 2009/2010 Budgets

	Amount	Percent
Treatment Plant		
Labor Costs	$38,819	3.8%
Utilities	(26,957)	(2.2)%
Solids Disposal/Sludge	(34,875)	(6.1)%
Conveyance		
Labor Costs	(17,073)	(25.1)%
General and Administration		
Outside Services	20,000	44.4%
Insurance Expense	6,000	13.3%
Basin Monitoring Plan	(36,673)	(91.7)%
Legal Costs	10,000	18.2%
Subtotal	(46,759)	16.7%
Various Other	21,371	
Total	$(66,147)	(1.6)%

Fixed and variable costs will be allocated via the methodology called out in the Psomas study as approved by the Board on June 19, 2001. The costs will be allocated to member agencies according to treatment and conveyance capacities owned and wastewater flows generated.

As with the 2008/2009 Operating Budget, there is a $60,000 reserve for Major Repair/Replacement in the Conveyance section as stipulated by SRF loan requirements.

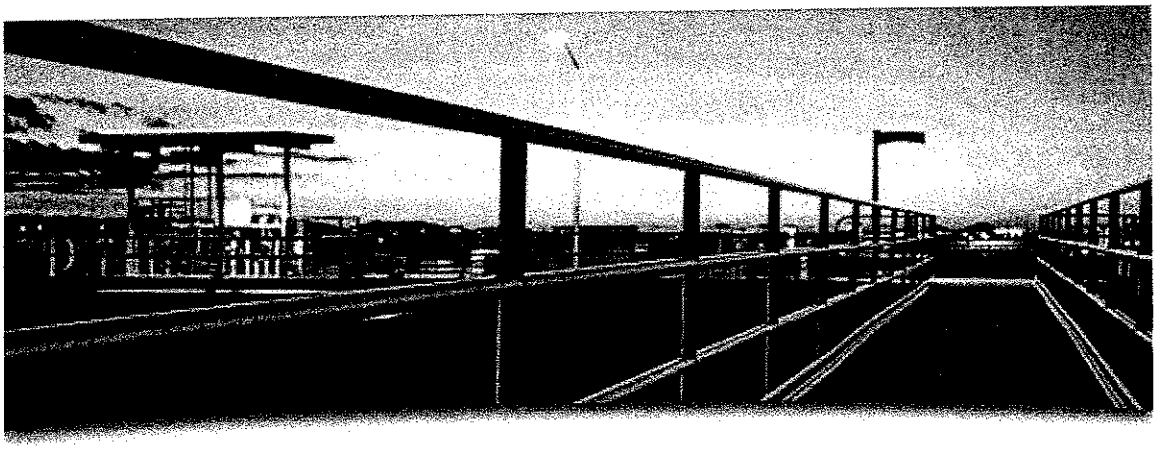
The operating budget and variable rates are based on conveyance flows of 3.06 MGD and treatment flows of 5.5 MGD. These estimates are based on actual flows for the current fiscal year through February 2009.

JEFFREY D. SIMS
Administrator

JDS/jlm
Attachment: Fiscal Year 2009/2010 Budget

WESTERN RIVERSIDE COUNTY REGIONAL WASTEWATER AUTHORITY

Fiscal Year 2009/2010 Budget



Member Agencies

Home Gardens Sanitary District
Jurupa Community Services District
City of Norco
Santa Ana Watershed Project Authority
Western Municipal Water District

WESTERN RIVERSIDE COUNTY REGIONAL WASTEWATER AUTHORITY

Fiscal Year 2009/2010 Budget

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SUMMARY BY FUND

WESTERN RIVERSIDE COUNTY REGIONAL WASTEWATER AUTHORITY
Fiscal Year 2009/2010 Budget

Summary by Fund

	Operations	Debt Service	Capital	Total
Estimated Beginning Balances 7/1/09	1,374,909	1,834,630	159,656	3,369,195
Revenues				
Agency Contributions from Rates	3,942,846			3,942,846
Interest Income	800	30,400	2,800	34,000
Agency Debt Service Contributions		-		-
Agency Capital Contributions			1,744,000	1,744,000
Transfer from Conveyance - Major Repair/Replacement Reserve	20,000			20,000
Darco Construction Lease			6,000	6,000
Syann Lease	9,024			9,024
Total Revenues	3,972,670	30,400	1,752,800	5,755,870
Expenditures				
Treatment Operations	3,397,659			3,397,659
Conveyance System	125,285			125,285
Administration & General	180,707			180,707
Debt Service		-		-
Transfer to Conveyance - Major Repair/Replacement Reserve			20,000	20,000
Capital Expenditures			1,744,000	1,744,000
Total Expenditures	3,703,651	-	1,764,000	5,467,651
Projected Balances 6/30/10	(a) $ 1,643,928	$ 1,865,030	$ 148,456	$ 3,657,414

(a) This Operations Fund balance includes the following reserve balance:
North Regional Conveyance System Major Maintenance, Repair and Replacement Reserve $ 660,000

MEMBER AGENCY FUNDING BY CATEGORY

WESTERN RIVERSIDE COUNTY REGIONAL WASTEWATER AUTHORITY
Fiscal Year 2009/2010 Budget

Member Contribution Summary

Expenditure Category	SAWPA	WMWD	JCSD	Norco	HGSD	Total
Operations:						
Treatment Plant	-	571,395	1,483,050	1,078,021	265,192	3,397,659
Conveyance System	-	64,310	-	80,668	20,307	165,285
General & Administration	-	43,311	72,933	49,370	13,913	179,527
Reserve for Major Maintenance and Replacement	-	15,148	44,530	32,850	7,848	100,375
Reserve for Capital Improvements and Special Studies	-	24,125	40,625	27,500	7,750	100,000
Total Operating Contributions	-	718,289	1,641,138	1,268,409	315,010	3,942,846
Debt Service:						
SRF Loans	533,924	33,834	-	146,694	64,731	779,183
Variable Rate Bonds	-	-	-	-	-	-
Total Debt Service Contributions	533,924	33,834	-	146,694	64,731	779,183
Total Capital Expenditures	-	420,739	708,500	479,600	135,161	1,744,000
Total Proposed Member Contributions for 2009/2010	$ 533,924	$ 1,172,862	$ 2,349,638	$ 1,894,703	$ 514,902	$ 6,466,029

WESTERN RIVERSIDE COUNTY REGIONAL WASTEWATER AUTHORITY
Fiscal Year 2009/2010 Budget

Calculation of Operating Expenses By Member

Proposed Rates

	Amount Per MGD Per Month
Fixed	
Treatment	$ 6,763
Conveyance	565
Administration	1,870
Res Cap Proj	1,042
Total	**$ 10,240**

	Amount Per MG
Variable	
Treatment	$ 1,369
Conveyance	97
Res Maj Maint	50
Total	**$ 1,516**

Estimated Flows	Treatment MGD	Conveyance MGD
SAWPA	-	-
WMWD	0.830	0.830
JCSD	2.440	-
NORCO	1.800	1.800
HGSD	0.430	0.430
Total	**5.500**	**3.060**

Estimated Member Contributions to Operating Expenses for FY 2009/2010

	Capacity		Treatment		Conveyance		G&A	Reserve for Replace.	Reserve for Spec. Studies	
	Treatment	Conveyance	Fixed	Variable	Fixed	Variable	Fixed	Variable	Fixed	Total
SAWPA	-	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
WMWD	1.930	5.150	156,641	414,754	34,932	29,378	43,311	15,148	24,125	718,289
JCSD	3.250	-	263,774	1,219,276	-	-	72,933	44,530	40,625	1,641,138
NORCO	2.200	2.500	178,555	899,466	16,957	63,711	49,370	32,850	27,500	1,268,409
HGSD	0.620	0.750	50,320	214,872	5,087	15,220	13,913	7,848	7,750	315,010
Total	**8.000**	**8.400**	**$ 649,291**	**$ 2,748,368**	**$ 56,977**	**$ 108,308**	**$ 179,527**	**$ 100,375**	**$ 100,000**	**$ 3,942,846**

OPERATIONS FUND EXPENDITURES

WESTERN RIVERSIDE COUNTY REGIONAL WASTEWATER AUTHORITY
Fiscal Year 2009/2010 Operations Fund Budget

Operating Fund Summary

Budget Element	Amount
Treatment Operations	
Treatment Plant	3,339,874
Pre-treatment	57,785
Total Treatment Operations	3,397,659
Conveyance System	165,285
General and Administrative	180,707
Reserve for Major Maintenance and Replacement	100,375
Reserve for Capital Improvements and Special Studies	100,000
Total Operating Costs	**3,944,026**

WESTERN RIVERSIDE COUNTY REGIONAL WASTEWATER AUTHORITY
Fiscal Year 2009/2010 Operations Fund Budget

Treatment Operations

Treatment Plant

Description:

Staff under the WMWD contract shall manage, operate and maintain the wastewater treatment facilities and implement quality assurance procedures in accordance with legal and regulatory requirements; including performance of necessary laboratory analysis as required by the NPDES issued by the Santa Ana Regional Water Quality Control Board.

Labor Cost		
Routine Coverage	798,207	
Weekends	0	
Call Time	49,255	
Overtime	67,412	
Total Labor Cost		914,874
Laboratory		
In-house Laboratory	18,000	
Outside Services - Lab	42,000	
Total Laboratory		60,000
Facility Maintenance		
Lubrication, Mechanical Supplies, Electrical Supplies, Buildings & Structures, Scheduled Maintenance, Diesel/Genset, etc.		
Total Facility Maintenance		175,000
Other Direct Costs		
Vehicles/Equipment Rental	2,500	
Utilities (Electric, Gas, Water, Phone)	1,200,000	
Chemicals-Treatment	280,000	
U.V. Bulbs & Ballasts	105,000	
Solids Disposal/Sludge	540,000	
Permits and Fees	60,000	
Supplies	2,500	
Total Other Direct Costs		2,190,000
Total Treatment Plant		**3,339,874**

WESTERN RIVERSIDE COUNTY REGIONAL WASTEWATER AUTHORITY
Fiscal Year 2009/2010 Operations Fund Budget

Treatment Operations - continued

Pre-treatment

Description:

Staff under the WMWD contract shall implement, administer and enforce an industrial wastewater pretreatment program, to include the sampling, laboratory testing and monitoring of wastewater discharge at connection sites to the West Riverside conveyance system as mandated by discharge permits.

Labor Cost		
Program Management	25,285	
Sampling	14,000	
Total Labor Cost		39,285
Other Direct Expenses		
Equipment Rental - Pickup Truck	2,000	
Laboratory - Quality Testing	15,000	
Supplies	1,500	
Total Other Direct Expenses		18,500
Total Pre-treatment		**57,785**
Total Treatment Operations		**3,397,659**

WESTERN RIVERSIDE COUNTY REGIONAL WASTEWATER AUTHORITY
Fiscal Year 2009/20010 Operations Fund Budget

Conveyance System Operations

Description:
Staff under WMWD's contract will perform work associated with the routine maintenance, monitoring, and repairs of the South Regional Interceptor including meter readings, meter calibration and repair, line locations, inspection, siphon cleaning, caustic injection, sampling, maintain records and generate reports as required. In addition, staff will provide for 24 hour per day remote monitoring of system alarms and need to response; as well as conduct on-site routine facility inspections of pump station and force main three times per week to verify and maintain proper operation of wet well, pumps, motors, instrumentation, communication and control equipment. Staff will also maintain records and generate reports as related to various meter readings taken and both predictive and preventative maintenance performed.

Labor Cost			
Pump Station, Force Main & USA Locations		21,000	
Collection System		14,280	
Call Time		15,777	
Total Labor Cost			51,057
Facility Maintenance			
Outside Services/Supplies			5,000
Major Repair/Replacement			
Major Repair Replacement Reserve			40,000
Other Direct Expenses			
Vehicle/Equipment Rental			
Vactor Truck	100 hrs	7,500	
Utility Truck	100 hrs	1,300	
Pickup Truck	504 hrs	3,528	
Utilities		54,600	
Landscape		1,800	
Misc. Supplies/Operating Expenses		500	
Total Other Direct Expenses			69,228
TOTAL CONVEYANCE SYSTEM			**165,285**

WESTERN RIVERSIDE COUNTY REGIONAL WASTEWATER AUTHORITY
Fiscal Year 200/2010 Operations Fund Budget

General and Administrative

Description:

G & A Expenses Charged Directly to WRCRWA

Budgeted G & A expenses include anticipated expenditures for engineering and other professional or technical services, liability and property insurance, audit services, general legal services and dues and subscriptions.

G & A Expenses Absorbed by Western and Included in the Overhead Multiplier

Administration

All tasks related to support of JPA Executive Committee and Board. These items include coordinating all aspects of agenda planning for both Executive Committee and Board. Coordinate production of administrative resolutions and ordinances as needed for approval by JPA Board. Oversee contract administration and handle all administrative tasks related to Board Meetings including recording secretary duties, tracking of agenda items, records management for JPA, and noticing meetings. Coordination with JPA legal staff on policy items, resolutions, FPPC filings, etc.. Maintain contact as a required with regulatory agencies. Coordinate with the media and JPA agencies on public affairs issues, including emergency response and crisis communication.

Finance

Western's Finance staff provides the processing, monitoring, reporting and analysis required to maintain all financial activities of the authority. Specific functions include accounts payable, billing, accounts receivable, budget, cash and investment management, audit coordination, debt service maintenance, general ledger maintenance, and all reporting for internal and external users. In addition, Western staff coordinates the Authority's functions related to risk management needs, rate analysis and implementation, and other tasks as required.

Consulting Cost		
Engineering and Other Professional or Technical Services		65,000
Other Indirect Costs		
Insurance Expense	51,000	
Audit Expense	10,000	
SARDA	4,200	
Basin Monitoring Program	3,327	
Cyanide Sampling	1,680	
General Supplies	500	
Total Other Indirect Costs		70,707
Legal Cost		
General		45,000
TOTAL GENERAL ADMINISTRATION		**180,707**

WESTERN RIVERSIDE COUNTY REGIONAL WASTEWATER AUTHORITY
Fiscal Year 2009/2010 Operations Fund Budget

Comparison to Prior Year

	2008/2009 Est. Actual	2008/2009 Budget	2009/2010 Budget	2010 Budget Over (Under) 2009 Budget Amount	% Change *	
				* compared to prior year line item		
				* compared to *total* 07/08 Op Budget		
Treatment Plant						
Labor Costs	830,000	881,055	914,874	33,819	0.8%	3.8%
In-house Laboratory	15,000	20,000	18,000	(2,000)	0.0%	-10.0%
Outside Services (Laboratory)	50,000	42,000	42,000	-	0.0%	0.0%
Facility Maintenance	230,000	175,000	175,000	-	0.0%	0.0%
Vehicles/Equipment Rental	1,700	2,500	2,500	-	0.0%	0.0%
Utilities (Electric, Gas, Water)	1,100,000	1,226,957	1,200,000	(26,957)	-0.7%	-2.2%
Chemicals	300,000	280,000	280,000	-	0.0%	0.0%
U.V. Bulbs & Ballasts	90,000	105,000	105,000	-	0.0%	0.0%
Solids Disposal/Sludge	500,000	574,875	540,000	(34,875)	-0.9%	-6.1%
Permits and Fees	60,000	60,000	60,000	-	0.0%	0.0%
Supplies	1,500	2,500	2,500	-	0.0%	0.0%
Total Treatment Costs	**3,178,200**	**3,369,887**	**3,339,874**	**(30,013)**	**-0.7%**	**-0.9%**
Pre-treatment						
Labor Costs	15,300	14,000	14,000	-	0.0%	0.0%
Equipment Rental	1,600	1,680	2,000	320	0.0%	19.0%
Laboratory - Quality Testing	11,500	20,000	15,000	(5,000)	-0.1%	-25.0%
Outside Services	20,000	26,370	25,285	(1,085)	0.0%	-4.1%
Supplies	10	1,500	1,500	-	0.0%	0.0%
Total Pre-treatment Costs	**48,410**	**63,550**	**57,785**	**(5,765)**	**-0.1%**	**-9.1%**
Total Treatment Operations	**3,226,610**	**3,433,437**	**3,397,659**	**(35,778)**	**-0.9%**	**-1.0%**
Conveyance System						
Labor Costs	35,000	68,130	51,057	(17,073)	-0.4%	-25.1%
Facility Maintenance	8,000	5,000	5,000	-	0.0%	0.0%
Major Repair/Replacement	40,000	40,000	40,000	-	0.0%	0.0%
Vehicle/Equipment Rental	2,000	12,328	12,328	-	0.0%	0.0%
Utilities	45,000	52,000	54,600	2,600	0.1%	5.0%
Outside Services - Landscape	2,300	1,800	1,800	-	0.0%	0.0%
Misc. Supplies/Operating Expenses	200	500	500	-	0.0%	0.0%
Total Conveyance System Costs	**132,500**	**179,758**	**165,285**	**(14,473)**	**-0.4%**	**-8.1%**
General and Administration						
Outside Services (Consulting)	48,000	45,000	65,000	20,000	0.5%	44.4%
Insurance Expense	42,500	45,000	51,000	6,000	0.1%	13.3%
Audit Expense	9,400	9,400	10,000	600	0.0%	6.4%
TIN/TDS Study	-	-	-	-	0.0%	
Mercury Monitoring - SARDA	2,200	1,300	4,200	2,900	0.1%	223.1%
Basin Monitoring Plan Labor	3,500	40,000	3,327	(36,673)	-0.9%	-91.7%
Cyanide Sampling		500	500			
General Supplies	500	500	500	-	0.0%	0.0%
Legal Costs	46,000	55,000	45,000	(10,000)	-0.2%	-18.2%
Total General and Administration	**152,100**	**196,700**	**179,527**	**(17,173)**	**-0.4%**	**-8.7%**
Reserve for Major Maint & Replace.	**99,098**	**99,098**	**100,375**	**1,277**	**0.0%**	
Reserve for Capital Improve. & Special Studies	**100,000**	**100,000**	**100,000**	**-**	**0.0%**	
Total Operating Costs	**3,710,308**	**4,008,993**	**3,942,846**	**(66,147)**	**-1.6%**	**-1.6%**

WESTERN RIVERSIDE COUNTY REGIONAL WASTEWATER AUTHORITY
Fiscal Year 2009/2010 Operations Fund Budget

Comparison of 2008/2009 Estimated Actual to 2009/2010 Budget

	2008/2009 Estimated Actual	2009/2010 Budget	Budget Over (Under) Estimated Actual
Treatment Plant			
Labor Costs	830,000	914,874	84,874
In-house Laboratory	15,000	18,000	3,000
Outside Services-Laboratory	50,000	42,000	(8,000)
Facility Maintenance	230,000	175,000	(55,000)
Vehicles/Equipment Rental	1,700	2,500	800
Utilities (Electric, Gas, Water)	1,100,000	1,200,000	100,000
Chemicals	300,000	280,000	(20,000)
U.V. Bulbs & Ballasts	90,000	105,000	15,000
Solids Disposal/Sludge	500,000	540,000	40,000
Permits and Fees	60,000	60,000	-
Supplies	1,500	2,500	1,000
Total Treatment Costs	**3,178,200**	**3,339,874**	**161,674**
Pre-treatment			
Labor Costs	15,300	14,000	(1,300)
Equipment Rental	1,600	2,000	400
Laboratory - Quality Testing	11,500	15,000	3,500
Outside Services	20,000	25,285	5,285
Supplies	10	1,500	1,490
Total Pre-treatment Costs	**48,410**	**57,785**	**9,375**
Total Treatment Operations	**3,226,610**	**3,397,659**	**171,049**
Conveyance System			
WMWD Staff Labor	35,000	51,057	16,057
Facility Maintenance	8,000	5,000	(3,000)
Major Repair/Replacement	40,000	40,000	-
Vehicle/Equipment Rental	2,000	12,328	10,328
Utilities	45,000	54,600	9,600
Outside Services - Landscape	2,300	1,800	(500)
Misc. Supplies/Operating Expenses	200	500	300
Total Conveyance System Costs	**132,500**	**165,285**	**32,785**
General and Administration			
Outside Services (Consulting)	48,000	65,000	17,000
Insurance Expense	42,500	51,000	8,500
Audit Expense	9,400	10,000	600
TIN/TDS Study	-	-	-
Mercury Monitoring - SARDA	2,200	4,200	2,000
Basin Monitoring Plan Labor	3,500	3,327	(173)
Cyanide Sampling	500	500	-
General Supplies	500	500	-
Legal Costs	46,000	45,000	(1,000)
Total General and Administration	**152,600**	**179,527**	**26,927**
Reserve for Major Maint & Replace.	**99,098**	**100,375**	**1,277**
	100,000	**100,000**	**-**
Total Operating Costs	**3,710,808**	**3,942,846**	**232,038**

RATE CALCULATION

WESTERN RIVERSIDE COUNTY REGIONAL WASTEWATER AUTHORITY
Fiscal Year 2009/2010 Operations Fund Budget
Calculation of 2009/2010 Rates
Allocation of Fixed and Variable Costs Per Psomas Study

	2009/2010 Budget		
	Total	Fixed Costs	Variable Costs
Treatment Operations			
Treatment Plant			
Labor	914,874	474,113	440,761
Laboratory	60,000	-	60,000
Facility Maintenance	175,000	87,500	87,500
Vehicle/Equipment Rental	2,500	2,500	-
Utilities	1,200,000	-	1,200,000
Chemicals	280,000	-	280,000
U.V. Bulbs & Ballasts	105,000	-	105,000
Solids Disposal/Sludge	540,000	-	540,000
Permits and Fees	60,000	60,000	-
Supplies	2,500	-	2,500
Subtotal Treatment Plant	3,339,874	624,113	2,715,761
Pre-treatment			
Labor	14,000	8,260	5,740
Vehicle/Equipment Rental	2,000	2,000	-
Laboratory - Quality Testing	15,000	-	15,000
Outside services	25,285	14,918	10,367
Supplies	1,500	-	1,500
Total Treatment Operations	3,397,659	649,291	2,748,368
Conveyance System			
Labor	51,057	10,211	40,846
Facility Maintenance	5,000	2,500	2,500
Major Repair/Replacement	40,000	40,000	-
Vehicle/Equipment Rental	12,328	2,466	9,862
Utilities	54,600	-	54,600
Outside Services-Landscape	1,800	1,800	-
Supplies	500	-	500
Total Conveyance System	165,285	56,977	108,308
General and Administrative	179,527	179,527	-
Reserve for Major Maint. & Replacement	100,375		100,375
Reserve for Capital Projects and Special Studies	100,000	100,000	
Total Operating Budget used for Rate Calculation	**3,942,846**	**985,795**	**2,957,051**

Fixed and Variable Rates	Fixed Per MG Per Month	Variable Per MG
Proposed 2009/2010 Rates		
Treatment	6,763	1,369
Conveyance	565	97
Administrative	1,870	-
Reserve for Major Maintenance & Replacement	-	50
Reserve for Capital Projects and Special Studies	1,042	-
Total	10,240	1,516
Existing Rates From Fiscal Year 2008/2009 Budget		
Treatment	6,191	1,432
Conveyance	599	101
Administrative	1,789	-
Reserve for Major Maintenance & Replacement	-	50
Reserve for Capital Projects and Special Studies	1,042	
Total	9,621	1,583
Amount of Increase/(Decrease) From 2008/2009 Rates		
Treatment	572	(63)
Conveyance	(34)	(4)
Administrative	81	-
Reserve for Replacement	-	-
Reserve Special Studies and Projects	-	-
Total	619	(67)
Percent Increase/(Decrease)	6.4%	-4.2%

DEBT SERVICE FUND EXPENDITURES

WESTERN RIVERSIDE COUNTY REGIONAL WASTEWATER AUTHORITY
Fiscal Year 2009/2010 Debt Service Fund Budget
Debt Service Expenditures

SRF LOANS		Due	Member	Payment	Interest	Principal	Balance 6/30/09
Loan #1	Home Gardens Trunk Sewer	12/11/2009	HGSD	32,678	4,352	28,326	150,070
Loan #2	Non-Reclaimable Sewer	2/13/2010	SAWPA	316,730	69,699	247,031	2,489,255
Loan #3							
Section 1	So. Regional Pumping Station (Conveyance)	6/1/2009	HGSD	21,106	4,644	16,462	165,861
			NORCO	70,645	15,545	55,101	560,988
			WMWD	22,272	4,901	17,371	175,022
			SAWPA	122,991	27,063	95,929	968,891
	Subtotal Section 1			237,014	52,152	184,862	1,870,762
Section 2	Corona Trunk Sewer		SAWPA	30,364	6,681	23,683	236,256
Section 3	Norco Pumping Station		NORCO	39,394	8,668	30,726	303,758
	TOTAL LOAN #3			306,773	67,502	239,271	2,410,776
Loan #4	So. Regional Pumping Station (Conveyance)	6/1/2009	HGSD	10,947	2,409	8,538	86,028
			NORCO	36,655	8,065	28,589	288,050
			WMWD	11,562	2,544	9,018	90,862
			SAWPA	63,838	14,047	49,791	501,671
	TOTAL LOAN #4			123,002	27,065	95,937	966,612
TOTAL SRF LOANS				**$ 779,183**	**$ 168,618**	**$ 610,565**	**$ 6,016,713**
TOTAL LONG TERM DEBT DEBT							**$ 6,016,713**

MEMBER	AMOUNT
HGSD	64,731
NORCO	146,694
SAWPA	533,924
WMWD	33,834
JCSD	-
	$ 779,183

CAPITAL FUND EXPENDITURES

WESTERN RIVERSIDE COUNTY REGIONAL WASTEWATER AUTHORITY
Fiscal Year 2009/2010 Capital Fund Budget

Capital Expenditures

Description	Total	Agency Amounts				
		SAWPA	WMWD	JCSD	Norco	HGSD
Capital Expenditures						
Solids Dewatering Conveyor Belt Replacement	120,000	-	28,950	48,750	33,000	9,300
Rotating Drum Dewatering Unit Purchase	299,000	-	72,133	121,469	82,225	23,173
Aerobic Digester Oxygen Transfer Improvements	700,000	-	168,875	284,375	192,500	54,250
Scada Computer System Upgrade	125,000		30,156	50,781	34,375	9,688
* Treatment Plant Expansion	500,000		120,625	203,125	137,500	38,750
Total Capital Expenditures	$ 1,744,000	$ -	$ 420,739	$ 708,500	$ 479,600	$ 135,161

FY 2009-2010 WRCRWA Capital Improvement Projects

Solids Dewatering Convey Belt Replacement **Project Cost $120,000**

It is recommended by operations staff that the current conveyor belt system used to transport dewatered biosolids from the centrifuge dewatering units to the truck loading screw conveyors be replaced. The current conveyor belt has been installed at an angle that is too steep and dewatered biosolids roll off the belt during the transport process. To compensate for the steep incline of the belt, staff dewaters the biosolids to include more liquids enabling the dewatered material to better stick together, reducing the waste roll off recycling back into the treatment stream. Replacement of this conveyor system will enable biosolids cake density to go from the current 16-17 percent to a 20 percent production cake density. This three to four percent improvement would result in an estimated annual saving in biosolids disposal costs of as much as $100,000 under the current operating parameters.

Rotating Drum Dewatering Unit Purchase **Equipment Purchase $299,000**

Currently three (3) centrifuge dewatering units are utilized at the WRCRWA treatment facility to thicken waste activated solids pumped to the Aerobic Digesters as well as digested biosolids thickening for off site disposal. With the increase in influent flows being treated at the facility, these three dewatering units cannot keep up with the thickening demands of the process and continue to maintain the equipment redundancy required in the facility Permit. To resolve this lack of dewatering capacity, staff is recommending the purchase of a trailer mounted rotating drum thickening unit that will provide the required solids thickening for effective Aerobic Digestion that would include reduced energy costs over the operation of a centrifuge dewatering unit.

Aerobic Digester Oxygen Transfer Improvements **Project Cost $700,000**

Currently both Aerobic Digesters at the WRCRWA facility tasked with the treatment of solids from the biological treatment processes are not capable of operating properly due to low oxygen transfer capabilities. The current blower system is undersized to enable effective solids reduction required to reduce cost of solids management within the system. It is estimated that with these improvements biosolids disposal costs could be reduced by as much as $175,000 annually under the current operating parameters.

SCADA Computer System Upgrade **Project Cost $ 125,000**

The Supervisory Control and Data Acquisition (SCADA) system utilized by staff in monitoring and controlling processes at the WRCRWA f treatment facility needs to be converted from the current Factory Link system to Wonderware. This change is necessary to ensure reliability of Permit requirements for data management and facility monitoring.

Preliminary Design for Plant Upgrades and Expansion Project Cost $ 500,000

The tertiary wastewater treatment plant as originally constructed began operation March 1998 with a design capacity of 8 million gallons per day (MGD). The plant now needs to be upgraded and expanded. The preliminary design for the project is scheduled for the first half of the FY 09/10 and will consist of a preliminary design report (PDR) and a cost analysis and allocation report (CAAR).

WRCRWA BOARD OF DIRECTORS MEMORANDUM NO. 679

June 2, 2008

TO THE BOARD OF DIRECTORS:

Brenda Dennstedt, Chair	John V. Rossi
Robert Seymour, Vice Chair	Janey Gress
R.M. Cook Barela, Secretary/Treas	Eldon Horst
Malcolm Miller	Bill Thompson
Tom Evans, Chair	Celeste Cantú

FROM: Jeffrey D. Sims, Administrator

APPROVAL OF RESOLUTION 09-112, ESTABLISHING RATES TO BE CHARGED FOR CONVEYANCE, TREATMENT AND DISPOSAL OF WASTEWATER

RECOMMENDATION:
The Executive Committee recommends that the Board of Directors approve Resolution 09-112 which will establish rates to be charged for the conveyance, treatment and disposal of wastewater, beginning July 1, 2009.

BUDGET IMPACT:
This action will allow WRCRWA to collect the revenues necessary to fund the operating expenses and reserves set out in the Fiscal Year 2009/2010 Budget.

DETAIL:
Resolution 09-112, attached, will establish rates to be charged for the conveyance, treatment and disposal of wastewater, beginning July 1, 2009. These rates reflect the Fiscal Year 2009/2010 Budget and continue to use the rate setting methodology, recommended in the Psomas Study, adopted by the Board of Directors on June 19, 2001.

JEFFREY D. SIMS
Administrator
JDS/jlm

Attachment: Resolution 09-112.

RESOLUTION NO. 09-112

RESOLUTION OF THE BOARD OF DIRECTORS OF THE WESTERN RIVERSIDE COUNTY REGIONAL WASTEWATER AUTHORITY ESTABLISHING RATES TO BE CHARGED FOR THE CONVEYANCE, TREATMENT AND DISPOSAL OF WASTEWATER

WHEREAS, the WESTERN RIVERSIDE COUNTY REGIONAL WASTEWATER AUTHORITY ("the Authority") owns and operates a wastewater conveyance, treatment and disposal system ("system"); and

WHEREAS, the agencies having the right to discharge to the AUTHORITY's system are the AUTHORITY's Member Agencies: The Home Gardens Sanitary District, the Jurupa Community Services District, the City of Norco, the Western Municipal Water District of Riverside County, and the Santa Ana Watershed Project Authority (SAWPA); and

WHEREAS, in order to defray the costs of operating and maintaining its system, the AUTHORITY must establish, from time-to-time, rates to be charged to its Member Agencies for the operation and maintenance of the system.

NOW, THEREFORE, the Board of Directors of the WESTERN RIVERSIDE COUNTY REGIONAL WASTEWATER AUTHORITY hereby resolve as follows:

Section 1. Rate Components

The rate to be charged to use the system shall consist of the following components:

a. A fixed rate component, which shall defray system operation and maintenance costs and expenses which do not vary significantly in proportion to the wastewater flow delivered to the system. The fixed rate component consists of the following sub-components:

(i) Treatment

(ii) Conveyance

(iii) Administration

(iv) Reserve for Capital Improvements and Special Studies

b. A variable rate component, which shall defray the system operation and maintenance costs and expenses which vary generally in proportion to the wastewater flow delivered to the system. The variable rate component shall consist of the following sub-components:

(i) Treatment

(ii) Conveyance

(iii) Reserve for Major Maintenance and Replacement

Section 2. Fixed Rate.

There is hereby established, and each Member Agency shall pay, whether or not any wastewater is delivered to the system, the total of the following fixed rate sub-components, per million gallons per day ("MGD") of capacities owned by the Member Agency:

a. Fixed Rate - Treatment:	$6,763.00 per month/MGD
b. Fixed Rate - Conveyance:	$565.00 per month/MGD
c. Fixed Rate - Administration:	$1,870.00 per month/MGD
d. Fixed Rate -. Reserve for Capital Improvements and Special Studies	$1,042.00 per month/MGD
Total Fixed Rate:	$10,240.00 per month/MGD

Section 3. Variable Rate

In addition to paying the total fixed rate provided for above, each Member Agency shall pay for each million gallons of wastewater actually delivered by the Member Agency to the system the following variable rate sub-components:

a. Variable Rate - Treatment:	$1,369.00/MG
b. Variable Rate - Conveyance:	$97.00/MG
c. Variable Rate - Reserve for Major Maintenance and Replacement:	$50.00/MG
Total Variable Rate:	$1,516.00/MG

Section 4. Allocation of Capacity for Fixed Rate Calculation Purposes.

Fixed rates due hereunder shall be calculated on the basis of the following allocation of capacity in the system:

a. To calculate the fixed rate for the Treatment and Administration sub-components, the following capacities are hereby allocated to the Member Agencies:

HGSD:	0.62 MGD
JCSD:	3.25
NORCO:	2.20
WMWD:	1.93
Total:	8.00 MGD

b. To calculate the fixed rate Conveyance sub-component, the following capacities are hereby allocated to the Member Agencies:

HGSD:	0.75 MGD
JCSD:	0.00
NORCO:	2.50
WMWD:	5.15
Total:	8.40 MGD

Section 5. Payment Due Date.

The fixed charge for capacity owned shall be paid monthly, in advance. The fixed charge will be billed by approximately the 21st of the prior month shall considered delinquent if not paid by the 15th of the month for which the charge is being paid.

The variable charge shall be paid monthly, in arrears. The variable charge will be based on actual flows and will be billed on approximately the 21st of the month following the actual flows. Payment will be considered delinquent if not paid by the 15th of the following month.

Section 6. Effective Date.

The rates established by this Resolution shall be effective on July 1, 2009. Resolution 08-103 is hereby superseded.

ADOPTED this 2nd day of June, 2009.

WESTERN RIVERSIDE COUNTY REGIONAL
WASTEWATER AUTHORITY

BRENDA DENNSTEDT
Chair

I hereby certify that the foregoing is a full, true and correct copy of Resolution No. 09-112 adopted by the Board of Directors of WESTERN RIVERSIDE COUNTY REGIONAL WASTEWATER AUTHORITY at a special meeting held June 2, 2009.

R.M. COOK BARELA
Secretary-Treasurer

CITY OF NORCO
STAFF REPORT

TO:	Honorable Mayor and Members of the City Council
FROM:	Andy Okoro, Deputy City Manager/Director of Finance
PREPARED BY:	Brenda K. Jacobs, City Clerk
DATE:	June 17, 2009
SUBJECT:	Authorizing the Destruction of Certain City Records
RECOMMENDATION:	Adopt **Resolution No. 2009-___**, authorizing the destruction of certain City records as shown in Exhibit "A."

SUMMARY: Several times a year, the City Clerk's office assembles a list of records from the various departments that may be destroyed in accordance with the records retention manual. Staff recommends that the City Council adopt the attached Resolution authorizing the destruction of those records shown in Exhibit "A."

BACKGROUND/ANALYSIS: The attached resolution, which includes a list of records to be destroyed (Exhibit "A"), has been reviewed by staff and the City Attorney and all records fall under the statutes for destruction of records. These are either duplicate records or are more than two years old and not required to be retained.

Following approval to destroy these records, the City Historian Ron Snow will be furnished a list of these records so that any historical materials can be identified for archival purposes.

FINANCIAL IMPACT: N/A

/di-71945

Attachments: Resolution No. 2009-___
Exhibit "A"

Agenda Item 6.D.

RESOLUTION NO. 2009-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA, AUTHORIZING THE DESTRUCTION OF CERTAIN CITY RECORDS

WHEREAS, Section 34090 of the California Government Code authorizes the destruction of City records upon approval of the legislative body of the City and the written consent of the City Attorney provided that said records do not fall within certain specified categories and are not less than two years old; and

WHEREAS, the City Clerk has requested authority for the destruction of certain records, which do not fall within the excepted categories and all of which records are more than two years old; and

WHEREAS, the City Attorney has reviewed the listed records and has provided written consent as shown by the signature at the bottom of this Resolution.

NOW THEREFORE, be it resolved by the City Council of the City of Norco that records as listed on the attachments hereto, marked Exhibit "A," and incorporated herein, may be destroyed.

PASSED AND ADOPTED by the City Council of the City of Norco at a meeting held on June 17, 2009.

_____
Mayor
City of Norco, California

ATTEST:

_____
Brenda K. Jacobs, City Clerk
City of Norco, California

APPROVED:

_____
John Harper, City Attorney
City of Norco, California

I, BRENDA K. JACOBS, City Clerk of the City of Norco, California do hereby certify that the foregoing Resolution was introduced and adopted by the City Council of the City of Norco at a meeting held on June 17, 2009 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 June 17, 2009.

_____
Brenda K. Jacobs, City Clerk
City of Norco, California

/di-71946

ADMINISTRATIVE SERVICES DEPARTMENT/FINANCE
DESTRUCTION OF RECORDS
June, 2009 *

Payroll:

3 Boxes	Timecards	2004-2005
3 Boxes	Timecards	2005-2006
2 Boxes	Payroll Benefits/Deductions	2003-2004
2 Boxes	Payroll Benefits/Deductions	2004-2005
3 Boxes	Payroll Registers	2004-2005
1 Box	Misc. items (Gene Klatt's) regarding Ingalls Park.	2004-2005

* All items to be destroyed <u>after</u> July 1, 2009
/jk – 72752

HOUSING DIVISION
RECORDS DESTRUCTION
SPRING 2009

BOX 1
REVERSE ORDER

1. INACTIVE FILE: First-Time Homebuyer Application, Sean Casper and Jessica Jones, June 2006
2. INACTIVE FILE: First-Time Homebuyer Application, Michael Dominguez, April 25, 2006
3. Closed/Inactive File: Application for Deferred Loan, Robert Thomas – February 2007
4. INACTIVE FILE: Application for Home Repair Grant/Loan, Joyce Jones – December 2006
5. INACTIVE FILE: First-Time Homebuyer Application, Roberta Arechiga, October 2006
6. INACTIVE FILE: SWAT Application, October 2006
7. PROJECT FILE: Infill House, 4384 Woodward Avenue (Detillion): Agency Loan paid in full 5/19/2004
8. PROJECT FILE: Infill House, 1323 Valley View Avenue (Showalter): Agency Loan paid in full 2-9-2005
9. CLOSED APPLICATION: Ramon Medina, Jr. / Beth Waladis: Ineligible Dec 2006
10. CLOSED APPLICATION: Amparo Gutierrez: Ineligible January 2007
11. CLOSED APPLICATION: Terrence Dvorak: Inactive, last activity December 2006
12. CC&Rs unrecorded for D. Warren: Case file closed / destroyed June 2007
13. CDBG Project file: Riley Gymnasium Renovation Construction 2NR053, Project year 2001-2002 (Approved for destruction by Riv. Co. EDA)
14. CDBG Project file: Riley Gymnasium Renovation Construction II 2NR053, Project year 2001-2002 (Approved for destruction by Riv. Co. EDA)
15. CDBG Project file: Senior Garden Working file: September 1999-May 10, 2001 (Approved for destruction by Riv. Co. EDA)
16. CDBG Project file: Senior Garden 2NR035 and 2NR038, Project years 1999-2000 and 2000-2001 (Approved for destruction by Riv. Co. EDA)
17. CDBG Project file: Senior Garden same as above, 2nd file
18. Copies of backup for payment made to Fair Housing December 2006
19. Copies of backup for payment made to Fair Housing January 2007
20. Copies of backup for payment made to Fair Housing February 2007
21. Copies of backup for payment made to Fair Housing March 2007

BOX 2 – IN REVERSE ORDER

22. Project file: CDBG 2NR051: Community Center Park Walkway, Project year 2001-2002; project never completed, funds reprogrammed 8-2004 (Riv. Co. EDA approved destruction)

23. Project file: CDBG 2NR047: Animal Control Spay and Neuter Program, Program Year 2001-2002; unspent funds reprogrammed to Party Pardners 9-4-02 (Riv. Co. EDA approved destruction)
24. Project file: CDBG 2NR039: Snipes Park ADA Restroom Improvements, Program Year 2000-2001 - Funds not spent, reprogrammed to Riley Gym ADA Project (Riv. Co. EDA approved destruction)
25. Project file: CDBG 2NR041: Ingalls Park Restrooms, Program year 2000-2001; Project completed.
26. Project file: CDBG 2NR045: Party Pardners, Program year 2000-2001
27. Project file: CDBG 2NR044: Senior Lecture Series, Program year 2000-2001
28. Project file: CDBG 2NR042: Parks and Rec Leader, Program year 2000-2001
29. Project file: CDBG 2NR048: Parks and Rec Leader, Program year 2001-2002
30. Project file: CDBG 2NR049: Party Pardners, Program year 2001-2002
31. Project file: CDBG 2NR050: Senior Lecture Series, Program Year 2001-2002
32. Project file: CDBG 2NR054: Com Ctr Park Electrical Box, PY 2001-2002
33. Home Improvement Grant file: Barbara Walter. Project completed December 2005, last correspondence February 2007
34. Deferred Loan Case #29: Ray and Marlene Turner; Paid in Full 2-7-2007; final correspondence March 3, 2007
35. Project file: CDBG 2NR052: City Hall ADA Doors, Program Year 2001-2002
36. BINDER: TCAC Application Workshop, 2004

BOX 3 – REVERSE ORDER

37. Home Improvement Grant File: Watson, Project Completed 12-05, Grant forgiven, December 2006
38. Home Improvement Application: Pauline Baerg, Ineligible, Application denied March 2007
39. CRA Sewer Loan: Jan Hampton, final installment paid March 15, 2007
40. Home Improvement Grant File: J. Striplin, Project completed 2005. Grant Forgiven October 2006
41. Home Improvement Grant file: Darleen Williamson, forgiven/reconveyed, January 2007
42. California HCD Redevelopment Housing Activities 2005-2006

MEMORANDUM

To: Brenda Jacobs, City Clerk

From: Brian K Petree, Director
Parks and Recreation Department

Prepared By: Michelle Warren, Clerical Assistant

Date: June 3, 2009

Subject: Records Destruction List 2009

Noted below is the list of items requested for destruction.

Box 1	Facility Rental Contract – Sudden Impact	2003
	Eagle Scout Candidates	2003
	Key Check out Forms	2003
	Lawsuit – Bull Incident (copy)	2002
	Lawsuit – Davila (copy)	1998
	Lawsuit – Near Ingalls	1997 - 1998
	Letter of Resignation (copy)	2005
Give to Historian	Minutes - Animal Adhoc	1998 - 2001
	Minutes – Community Sports Advisory	2004
	Minutes - Parks and Rec Commission Regular Mtgs	2003 - 2004
	Minutes - Safety	2001
	MOU – School District (request for funding for the 21st Century Comm Centers Learning Programs) Copy	2000 – 2001
	Packing Slips	2003 - 2005
	Report Change – Facility left opened various employees, Verbal reprimand	2003
	Park Addresses and Descriptions	2002
	Artist Submittals	2002
	Nellie Weaver Hall – Checklist, Rental Policy	2003
	Vehicle Maint, List of Vehicle and Description	2003
	Mary Becker Address	2002

Noted below is the list of items requested for destruction. (Continued)

Box 2	Facility Rental Contract – Harvest Christian Fellowship, Christian Heritage School, Olive Tree Christian School	2002 - 2003
	Volunteer Application (originals)	2003 – 2006
	Special Events Post Tree Lighting Celebration Mtg	2003
	Facility Use Policy	2002- 2003
	Policies and Procedures – Safety Plan, Gas Card Guidelines	2002
	Fee Policy	2003
	Nextel Users	2003
	California Riders – Brian Petree (Facility Rental Agreement)	2003 – 2004
	Praise and Complaint Letters (non-employee personnel)	2003 – 2004
	Incident/Accident Reports – Various Facilities	2003 - 2004
	Fire Suppression Systems – Wayne Makin Fields	2003 – 2004
	New Fire Suppression	2005
	Gas Card Check Out Durango	2003 - 2004
	Work Order Submittals	2004
	Southern California Municipal Athletic Federation Youth Basketball Team & Waivers	2003 - 2005
	Year End Revenue Proj/Budgets (730/731/735)	2005
	Budgets Fiscal Year (Copy)	2003 – 2006
	Budget Information (GL Posting, etc)	2002
	Contact List	2005
	Ingalls Damage	2000
	Revenue Accounting Inquiry	2005
	Request for Warrant – Pay to Washington State	2002
	Application Info for use of Recreation Facilities – Sam Rainwater	2006
	Misc Correspondence	2005 - 2006
Box 3	Time Card Copies (Originals in Finance)	2005 - 2006

MEMORANDUM

TO: Diane Germain, Deputy City Clerk

FROM: Susan Dvorak, Executive Secretary

DATE: June 1, 2009

SUBJECT: June 2009 Planning Division List for Destruction

The Planning Division respectfully submits the following for review and approval for destruction for the reasons as noted. These files are dead, voided, or have been withdrawn and are no longer valid.

CONDITIONAL USE PERMITS:

CUP 2006-17	Voided and replaced by Site Plan 2007-03
CUP 2002-20 (Farmer Boys Food, Inc.)	Approved but withdrawn in 2002
CUP 2001-10 (Torres)	CUP unnecessary; withdrawn in 2001
CUP 2000-14 (Post Office)	Approved but void due to this being a federal project
CUP 97-05 (Boston Market)	Approved but withdrawn in 1997
CUP 97-02 (Lampassi)	CUP unnecessary, withdrawn in 1997
CUP 94-02 (River Road Ventures)	Approved but withdrawn in 1994; site is now being developed under CUP 2008-03 (SSOE)
CUP 92-09 (Atkins Moore Dev. Co.)	Withdrawn by applicant and approved under CUP 93-03
CUP 89-04 (National Kurb Kut)	Approved but withdrawn in 1990
CUP 83-15 (Silverlakes/Anderson)	Outdated; See CUP 2008-09 (Belstarr)

GENERAL PLAN AMENDMENTS

GPA 98-03 (B) (River Road Ventures)	Tabled; outdated, 1998

SITE PLANS:

SP 89-03 (Norco Centre Car Wash)	Withdrawn by applicant, 1989
SP 97-03 (Palmer)	Denied, 1997
SP 97-04 (Yturralde)	Not needed, withdrawn 1997
SP 91-06 (Morgan)	Not needed, withdrawn 1991
SP 98-07 (River Road Ventures)	Tabled; outdated

SITE PLANS, Continued:

SP 99-18 (Western Pacific Housing; Phase 3 for TTM 25779)	Replaced by SP 2000-02
SP 2006-01 (DiGregorio)	Void, see CUP 2007-03

TENTATIVE PARCEL MAPS:

TPM 28963 (River Road Ventures)	Tabled; outdated

VARIANCES:

V 90-04 (McBride)	Not needed, see Tentative Tract Map 26190

ZONE CHANGES:

ZC 98-02 (River Road Ventures)	Tabled; outdated, 1998

430 Land Use Control

Review of Permitted Uses in the C-3 Zone (2005); C-3 Zone was replaced by C-G Zone in 2007.

/sd-72559

CITY OF NORCO
STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, Deputy City Manager/Director of Finance

PREPARED BY: Myrna Paakkonen, Human Resource Analyst

DATE: June 17, 2009

SUBJECT: Approval of Memoranda of Understanding for Norco General Employees and Public Works and Parks Maintenance Workers Associations for Fiscal Year 2009/10; and Salary and Benefits Resolutions for Management and Middle Management, Professional and Confidential Employees for Fiscal Year 2009/10

RECOMMENDATION: Adopt:

1.) Resolution No. 2009 ___, approving the Annual Salary and Benefits for Middle Management, Professional and Confidential Service personnel;
2.) Resolution No. 2009 ___, approving the Memorandum of Understanding for the Norco Public Works and Parks Maintenance Workers Association (NPW&PMWA);
3.) Resolution No. 2009 ___, approving the Memorandum of Understanding for the Norco General Employees Association (NGEA);
4.) Resolution No. 2009 ___, approving the Annual Salary and Benefits for Management Personnel.

SUMMARY: The attached Resolution ("Exhibit A") confirms the compensation levels for Middle Management, Professional, and Confidential Service employees. There will be a 0% increase change to compensation levels for FY 2009/10 for Middle Management, Professional, and Confidential service employees. A third floating holiday was added in lieu of receiving Lincoln's Birthday as a paid holiday.

The attached Resolutions ("Exhibit B" and "Exhibit C") are the Memoranda of Understanding NPW&PMWA and NGEA. There will be a 0% increase change to compensation levels for FY 2009/10 for classifications of both associations. A third floating holiday was added in lieu of receiving Lincoln's Birthday as a paid holiday. The "Prior and Existing Conditions" clause in both associations MOU have been eliminated.

The attached Resolution ("Exhibit D") confirms compensation levels for Management service employees. There will be a 0% increase change to compensation levels for FY

Agenda Item 6.E.

2009/10 for Management service employees. A third floating holiday was added in lieu of receiving Lincoln's Birthday as a paid holiday.

BACKGROUND/ANALYSIS: Annually, the City adopts salary and benefits resolutions for non-represented employee units consisting of Management, and Middle Management, Professional, and Confidential employees. For FY 2009/10, the proposed resolution for Management, Middle Management, Professional and Confidential employees reflects a 0% increase in salaries.

FINANCIAL IMPACT: None

Attachments: Resolution Nos. 2009-____ thru. 2009-____

RESOLUTION NO. 2009-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA, ESTABLISHING ANNUAL SALARY RANGES AND BENEFITS FOR CLASSIFICATIONS IN THE MIDDLE MANAGEMENT, PROFESSIONAL, AND CONFIDENTIAL SERVICE OF THE CITY OF NORCO

WHEREAS, the following classifications in Middle Management, Professional, and Confidential Service of the City of Norco ("City") are unrepresented in the employer-employee relationship and, therefore receive consideration from the City Council in recognition of the management, supervisory, professional and/or confidential nature of their positions and contributions to the efficient and effective operations of the City; and

WHEREAS, employees in these classifications are exempt under the provisions of the Federal Fair Labor Standards Act; and

WHEREAS, the City Council desires to establish the compensation levels for classifications in Middle Management, Professional, and Confidential Service

NOW THEREFORE, BE IT RESOLVED that effective beginning July 1, 2009, the salary ranges and benefits for the classifications covered by this Resolution are as follows:

Section 1. SALARY RANGES.

I. SALARY SCHEDULE

Effective July 1, 2009 there shall be a 0% salary range adjustment for the following classifications:

Accountant
Accounting Manager
Administrative Assistant
Animal Control/Equestrian Superintendent
Associate Civil Engineer
Associate Planner
Building Official
Executive Secretary
Human Resources Analyst
Housing Manager
Information Technology Analyst
Information Technology Manager
Parks & Buildings Superintendent
Planning Manager
Public Works/LMD Inspection Supervisor
Public Works Superintendent
Public Works Supervisor

Recreation & Community Services Superintendent
Recreation & Community Services Supervisor
Secretary to the City Manager
Senior Planner
Senior Engineer

II. WATER CERTIFICATION PAY

Employees who successfully complete a State mandated certificated program for job related certifications in water distribution and treatment that is not a requirement of initial employment, shall receive a special pay differential of two and one-half percent (2 ½ percent) above base salary for each certificate to a maximum of five percent (5%) during the period of this agreement. (A Water Distribution Grade 1 (D1) certificate is a requirement of employment and is not eligible for certification pay under this program.)

Upon implementation of this program, existing employees that possess current certification levels in water distribution and/or water treatment above the minimum requirement of D1 shall be entitled to payment for one (1) such certificate in each category.

Water Certification Pay is not applicable to the Public Works Superintendent position.

Section 2. BENEFITS

Employees in the Middle Management, Professional, and Confidential Service classifications covered under this Resolution are covered by, and subject to, the Personnel Rules and Regulations of the City.

Benefits that are not included in, or are not specified adequately in the Personnel Rules and Regulations that are applicable to employees in the Middle Management, Professional, and Confidential Service classifications detailed are as follows:

I. SICK LEAVE

Accrual Rate. Employees in Middle Management, Professional, and Confidential Service classifications shall accrue sick leave at the rate of 8.1 hours of sick leave per month. One half of an employee's yearly accrual of sick leave can be used for illness or injury to a parent, child, spouse, or domestic partner.

After five (5) years of service, the City shall pay fifty percent (50%) of any accumulated sick leave to the employee at the time of separation from the City up to a maximum of ninety (90) paid days.

II. ADMINISTRATIVE LEAVE

In recognition of the fact that Middle Management, Professional, and Confidential Service employees are not entitled to receive overtime compensation despite

devoting hours beyond the normal workweek, employees shall be allowed to take administrative leave at the discretion of their department head.

Middle Management, Professional, and Confidential Service employees shall be allowed to take up to forty-eight (48) hours administrative leave per year. Administrative leave will not be accumulative; any remaining balance shall expire at 2400 hours June 30, 2010. Approval to take administrative leave must be requested and obtained in the same manner as vacation leave.

III. PROBATIONARY PERIOD

All original or promotional appointments for Middle Management, Professional, and Confidential Service employees shall be subject to a probationary period of one (1) year.

IV. HOLIDAYS

1. Employees shall receive the following paid days off for holidays each year:

- New Year's Day
- Martin Luther King's Birthday (third Monday in January)
- Washington's Birthday (third Monday in February)
- Memorial Day (fourth Monday in May)
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Christmas Eve Day
- Christmas Day
- Birthday
  The birthday holiday must be taken within the pay period of the employee's birthday, unless prior arrangements have been approved by the department head.
- 3 Floating Holidays
  New hires' floating holidays will be pro-rated. If hired between July 1 – October 31 new hires will accrue three (3) floating holidays, if hired between November 1 – February 28 new hires will accrue two (2) floating holidays, if hired between March 1 – June 30 new hires will accrue one (1) floating holiday. New hires are not required to complete probation to use accrued floating holiday(s). Days off must have prior approval by immediate supervisor. All floating holidays must be used or will be lost by June 30 each year.

2. In the event when any holiday falls on a Friday or Saturday the Thursday preceding shall be observed as the holiday, or if the holiday falls on a Sunday, the Monday following shall be observed as the holiday.

3. The City shall pay nine (9) hours for each holiday.

V. VACATION

Employees shall be eligible for bi-weekly vacation accrual as follows:

Annual Increment	Hours Increment	Bi-Weekly Accrual Rate	Annual Accrual Rate	Maximum Accumulation
0 – 4th yr	Up to 7,488 (4 yrs)	3.32 hrs	86.4 hrs	240 hrs
5th – 9th yr	7,489 – 16,847 (9yrs)	4.98 hrs	129.6 hrs	360 hrs
10th – 14th yr	16,848 – 26,207 (14 yrs)	5.82 hrs	151.2 hrs	420 hrs
15th + yrs	26,208 - + (15+ yrs)	6.65 hrs	172.8 hrs	480 hrs

Employees will cease to accrue vacation hours when in any pay period they exceed 2.5 times their annual accrual as determined by their anniversary date.

VI. RETIREMENT

The City will pay 100% of the employer and employee's contribution rates toward retirement through the CalPERS retirement system.

VII. HEALTH BENEFITS

1. The City will participate with the State of California for health benefit programs available through P.E.R.S.

2. The City agrees to pay the full cost (100%) of the plans for those employees and their dependents enrolled in the HMO or PERS Choice plans. In the case where an employee decides to stay in PERS Care, he/she must pay the difference in cost between PERS Choice and PERS Care plans.

3. Any eligible employee who elects to opt-out of health benefits will be paid a monthly cash amount equal to the lowest basic single rate premium in lieu of health benefits, providing the following requirements are met:

   1. The election to opt-out of health benefits, in writing, must be sent to Human Resources
   2. Proof of other coverage must be provided to Human Resources

   Employees have the choice of adding their opt-out dollars to their deferred compensation plan, provided the IRS limit is not exceeded and appropriate change form is completed and submitted to Human Resources for processing.

VIII. DENTAL INSURANCE

The City will provide a choice between a pre-paid dental insurance plan, fully paid by the City for both the employee and dependent coverage, and a-fee-for-service dental insurance plan with the City's contribution limited to the cost of the pre-paid dental insurance.

IX. VISION INSURANCE

The City will provide a vision care plan that is fully paid by the City for both employee and dependent coverage.

X. LIFE INSURANCE

The City will provide term life insurance in the amount equal to the employee's annual salary for employees (to a maximum of $125,000) and $5,000 for dependents, which is fully paid by the City for both employee and dependent coverage.

XI. MEDICAL SAVINGS ACCOUNT

The City shall deposit $20 per month into a medical savings account for Middle Management, Professional, and Confidential Service employees.

XII. TUITION REIMBURSEMENT

The City will provide tuition reimbursement in an amount not to exceed $400 per quarter, not to exceed $800 per year, for the purpose of offsetting costs of actual

tuition and/or book expense incurred by the employee. This benefit is intended only for courses related to the furtherance of employees' careers with the City.

To be eligible for reimbursement, the course must be pre-approved by the City Manager prior to enrollment. Receipts will be required prior to reimbursement.

All employees participating in the tuition reimbursement program must maintain a passing grade of "C" and submit satisfactory proof to the City Manager. A grade of "B" will be required for master's level class reimbursement.

Should an employee fail to obtain a passing grade of "C" (or "B" for master's level courses) or fail to complete the course, he/she shall be obligated to reimburse the City for his/her reimbursement if prepayment had been made.

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held on June 17, 2009.

_____
Mayor of the City of Norco, California

ATTEST:

_____
Brenda Jacobs, City Clerk
City of Norco, California

I, BRENDA JACOBS, City Clerk of the City of Norco, California do hereby certify that the foregoing Resolution was introduced and adopted by the City Council of the City of Norco at a regular meeting held on June 17, 2009 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 June 17, 2009.

_____
Brenda Jacobs, City Clerk
City of Norco, California

RESOLUTION NO. 2009-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA, APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NORCO AND NORCO PUBLIC WORKS AND PARKS MAINTENANCE WORKERS ASSOCIATION

WHEREAS, a Memorandum of Understanding ("MOU") between the City of Norco ("City") and the Norco Public Works and Maintenance Workers Association ("NPWPMWA") covering the period of July 1, 2008 through June 30, 2009 has expired; and

WHEREAS, the City and NPWPMWA have met and conferred in good faith and have agreed on the terms and conditions set forth in a MOU covering the period of July 1, 2009 through June 30, 2010; and

NOW THEREFORE, BE IT RESOLVED as follows:

The City Council does hereby approve the terms and conditions set forth in the attached MOU (Attachment "B-1") for a period covering July 1, 2009 through June 30, 2010.

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held on June 17, 2009.

_____
Mayor of the City of Norco, California

ATTEST:

_____
Brenda Jacobs, City Clerk
City of Norco, California

I, BRENDA JACOBS, City Clerk of the City of Norco, California do hereby certify that the foregoing Resolution was introduced and adopted by the City Council of the City of Norco at a regular meeting held on June 17, 2009 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 June 17, 2009.

_____
Brenda Jacobs, City Clerk
City of Norco, California

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF NORCO
AND
PUBLIC WORKS & PARKS MAINTENANCE WORKERS ASSOCIATION

July 1, 2009-June 30, 2010

Attachment "B-1"

PUBLIC WORKS & PARK MAINTENANCE WORKERS ASSOCIATION MEMORANDUM OF UNDERSTANDING

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MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF NORCO AND PUBLIC WORKS & PARKS MAINTENANCE WORKERS ASSOCIATION

ARTICLE 1 PREAMBLE

Representatives of the City of Norco and the Public Works & Maintenance Workers Association have met and conferred on salaries and benefits for the Fiscal Year beginning July 1, 2009. The following items have been agreed upon and have been submitted to the City Council for consideration and have been implemented by appropriate City Council action. The term of this Agreement shall be for a one (1) year period beginning July 1, 2009 and ending June 30, 2010.

ARTICLE 2 RECOGNITION

The City recognizes the Public Works & Parks Maintenance Workers Association as the exclusive representative of the following classifications:

Maintenance Worker Trainee
Maintenance Worker I/II
Maintenance Lead Worker
Meter Technician I/II
Inspector I/II
Water Quality Control Officer

ARTICLE 3 SALARIES

1. There shall not be any salary range adjustments for classifications represented by the Public Works & Parks Maintenance Workers Association.
2. Water Certification Pay: Employees who successfully complete a State mandated certificated program for job related certifications in water distribution and treatment that is not a requirement of initial employment, shall receive a special pay differential of two and one-half percent (2½ %) above base salary for each certificate to a maximum of five percent (5%) during the period of this agreement. (A Water Distribution Grade 1 (D1) certificate is a requirement of employment and is not eligible for certification pay under this program.)

   Upon implementation of this program, existing employees that possess current certification levels in water distribution and/or water treatment above the minimum requirement of D1 shall be entitled to payment for one (1) such certificate in each category.

Classification	Required Certifications
Maintenance Worker Trainee	State of California Grade I Water Distribution Operators Certification (within one year of employment).
Maintenance Worker	State of California Grade I Water Distribution Operators Certification
Meter Reader	State of California Grade I Water Distribution Operators Certification

City _____ PW&PMWA _____

Maintenance Worker II	State of California Grade II Water Distribution Operators Certification State of California Water Treatment I Certification
Maintenance Lead Worker	State of California Grade III Water Distribution State of California Grade II Water Treatment and/or State of California Grade II Sewer Collections Certifications
Water Quality Control Technician	State of California Grade III Water Distribution and Treatment State of California Grade III Water Treatment Operator and Backflow Specialist Certifications.

ARTICLE 4 P.E.R.S.

1. The City has agreed to pay 100% of the employer and employee's contribution rates toward retirement through the CalPERS Retirement System.
2. The City is contracted with CalPERS to provide employees with the 2.7% at 55 Full Formula.

   Other benefits in the CalPERS agreement include:

   a. Credit for unused sick leave

   b. Fourth Level 1959 Survivors Benefits

ARTICLE 5 HEALTH INSURANCE

1. The City will participate with the State of California for health benefit programs available through P.E.R.S.
2. The City agrees to pay the full cost (100%) of the plans for those employees and their dependents enrolled in the HMO or PERS Choice plans. In the case where an employee decides to stay in PERS Care, he/she must pay the difference in cost between PERS Choice and PERS Care plans.
3. Any eligible employee who elects to opt-out of health benefits will be paid a monthly cash amount equal to the lowest basic single rate premium in lieu of health benefits, providing the following requirements are met:

   1. The election to opt-out of health benefits, in writing, must be sent to Human Resources
   2. Proof of other coverage must be provided to Human Resources

   Employees have the choice of adding their opt-out dollars to their deferred compensation plan, provided the IRS limit is not exceeded and appropriate change form is completed and submitted to Human Resources for processing.

ARTICLE 6 DENTAL INSURANCE

The City will provide a choice between a pre-paid dental insurance plan, fully paid by the City for both the employee and dependent coverage, and a fee-for-service dental insurance plan with the City's contribution limited to the cost of the pre-paid dental insurance.

ARTICLE 7 VISION INSURANCE

The City will provide a vision care plan that is fully paid by the City for both employee and dependent coverage.

ARTICLE 8 LIFE INSURANCE

The City will provide term life insurance benefit equal to the employee's annual salary (rounded to the nearest thousand) and $5,000 dependent life benefit, fully paid by the City for both employee and dependent coverage. The annual salary will be the monthly base salary times twelve.

ARTICLE 9 LONG TERM DISABILITY INSURANCE

The City of Norco will offer an optional Long-Term Disability plan at the employee's expense.

ARTICLE 10 CONTINUOUS SERVICE BONUS

In recognition of years of service to the City, a Continuous Service Bonus shall be given on the anniversary date of the employee as follows:

- Five-year anniversary $100
- Ten-year anniversary $300
- Fifteen year anniversary $500
- Twenty-year anniversary $700
- Twenty-five year anniversary $1,000
- Thirty-year anniversary $1,250

ARTICLE 11 SICK LEAVE

1. Full-time employees assigned to the 36-hour workweek shall accrue 8.1 hours of sick leave per month.
2. Accumulated sick leave may be used for doctor and/or dental appointments for the employee or an immediate member of the employee's family or domestic partner. See Article 15, Section 2, for definition of immediate family.
3. Employees may use up to half of their accumulated sick leave for immediate family or domestic partner illness or medical emergency and up to three days of accumulated sick leave in addition to the three days of bereavement leave for the death of an immediate family member or domestic partner.

ARTICLE 12 EMPLOYEE ON LEAVE COMPENSATION

An employee on leave without pay, excluding CFRA, FMLA and Disability, shall receive no compensation and shall accumulate no vacation or sick leave while on such leave but shall continue to receive the benefits of continuous service and insurance coverage. The employee's department head shall approve all leaves without pay.

ARTICLE 13 SICK LEAVE BUY-BACK

1. At the option of the employee, the City shall pay to each employee on the payroll immediately following December 1 of year, 40% of the employee's unused sick leave for the previous 12 months with the time paid to be deducted from the employee's total sick leave accumulation.
2. If the employee is enrolled in the City of Norco deferred compensation program, the employee will have the option of having the money placed in a deferred compensation account, provided the IRS limit is not exceeded and appropriate change form is completed and submitted to payroll for processing.

3. In order to be eligible for a sick leave buy back, the employee must have been employed with the City for six months and have successfully completed his/her probationary period as of December 1 of each year.

4. Individuals on probation due to promotions will be eligible for the buy back.

ARTICLE 14 SICK LEAVE BUY BACK ON SEPARATION

After ten years of service, the City shall pay 50 percent of any sick leave accumulation to the employee at the time of death, retirement or separation from the City up to a maximum of ninety days.

ARTICLE 15 BEREAVEMENT

1. Bereavement leave shall be provided in the amount of three days in the event of the death of a member of the employee's immediate family. Such bereavement leave shall not be deducted from an employee's accumulated sick leave.

2. Immediate family shall be defined as any relative by blood or marriage who is a member of the employee's household, domestic partner, and any parent, grandparent, spouse, child, brother or sister of the employee, or the parent or brother or sister of the employee's spouse, regardless of residence.

ARTICLE 16 JURY DUTY

1. An employee of the City who is requested to serve on jury duty shall notify his/her supervisor who shall in turn notify his/her department head.

2. While serving on jury duty, an employee shall receive his/her regular salary from the City. The employee shall remit to the City all compensation received as a result of serving on jury duty, except mileage reimbursement.

3. Jury duty limit will be 72 paid hours per year. An employee must submit documentation of court attendance. Jury duty will be paid for regularly scheduled work days up to the maximum of 72 paid hours per year. Documentation must be attached to corresponding time sheet for payment.

ARTICLE 17 HOLIDAYS

1. Employees shall receive the following paid days off for holidays each year:

   - New Year's Day
   - Martin Luther King's Birthday (third Monday in January)
   - Washington's Birthday (third Monday in February)
   - Memorial Day (fourth Monday in May)
   - Independence Day
   - Labor Day
   - Veteran's Day
   - Thanksgiving Day
   - Christmas Eve Day
   - Christmas Day
   - Birthday
     The birthday holiday must be taken within five working days of the employee's birthday.
   - 3 Floating Holidays

3. In order to be eligible for a sick leave buy back, the employee must have been employed with the City for six months and have successfully completed his/her probationary period as of December 1 of each year.

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   - Birthday
     The birthday holiday must be taken within the pay period of the employee's birthday.
   - 3 Floating Holidays
     New hires' floating holidays will be pro-rated. If hired between July 1 – October 31 new hires will accrue three (3) floating holidays, if hired between November 1 –

February 28 new hires will accrue two (2) floating holidays, if hired between March 1 – June 30 new hires will accrue one (1) floating holiday. New hires are not required to complete probation to use accrued floating holiday(s). Days off must have prior approval by immediate supervisor. All floating holidays must be used or will be lost by June 30 each year.

2. In the event when <u>any</u> holiday falls on a Friday or Saturday the Thursday preceding shall be observed as the holiday, or if the holiday falls on a Sunday, the Monday following shall be observed as the holiday.

3. The City shall pay nine (9) hours for each holiday.

ARTICLE 18 VACATION

1. Full-time employees shall receive vacation accruals as follows:

Vacation Accumulation Accrual	Hours of Service	Maximum
86.4 hours per year / 3.32 hours per pay period	Up to 7,488	192 hours
129.6 hours per year / 4.98 hours per pay period	7,489 – 16,847	288 hours
151.2 hours per year / 5.82 hours per pay period	16,848 - 26,207	336 hours
172.8 hours per year / 6.65 hours per pay period	26,208 – 99,999	384 hours

2. Employees will cease to accrue vacation hours when in any pay period they exceed two times their annual accrual as determined by their anniversary date.

ARTICLE 19 COMPENSATORY TIME

1. In lieu of overtime pay, employees may be granted compensatory time, if requested by the employee and approved in advance by the City Manager or designee. However, it is the City's intent to minimize compensatory time authorization. Therefore, employees should not expect to have compensatory time authorized.

2. Compensatory time granted will accrue at a rate of one and one half hours per overtime hour worked, except for overtime worked on holidays and weekend emergency call outs.

3. Compensatory time granted will accrue at a rate of two hours per overtime hour worked on holidays and weekend emergency call outs.

4. Employees may accumulate 72 hours of compensatory time used at the employee's discretion with the approval of the immediate supervisor.

5. All time worked in excess of 72 hours compensatory time will be paid.

6. The decision to allow compensatory time in lieu of overtime is solely a management decision.

7. Employees shall be allowed to carry over up to 72 hours compensatory time from one calendar year to the next.

8. Payment, if any, to employees to reduce a compensatory time balance, will be at the discretion of the City Manager.

9. Subject to the 72-hour limit above, management can be expected to approve an employee request for compensatory time in lieu of paid overtime if:

   A. The request to accumulate time is for a specific reason (i.e. vacation, family need, medical

need, lack of available sick or paid leave, etc.) generally related to a need for future paid time off; and

B. Hours to be accumulated as compensatory time are not reasonably expected to result in the need to backfill resultant lost productivity when the hours are taken off work, by necessitating a management decision to pay regular pay, overtime pay, or grant additional compensatory time to the requestor or another employee or require hiring temporary or consulting personnel.

ARTICLE 20 STANDBY

1. Assignment of personnel to standby shall be the prerogative of management and employees shall be subject to standby or call-out as deemed necessary.
2. Employees required to accept standby assignment will be compensated at the rate of one and one half hours per weekday and three hours per 24-hour shift for weekends and holidays.
3. The definition of weekends is Saturday 12:01 a.m. thru Sunday 12:00 p.m.
4. Employees required to accept backup standby assignments will be compensated at the rate of one hour per day.
5. Employees who are not on assigned standby but are "called out" are required to respond if contacted and instructed to report to work.

ARTICLE 21 OVERTIME

1. For employees assigned to the 36-hour workweek, the City will compensate employees for overtime in excess of 36 hours per week paid at a rate of time and one-half, except for holidays and emergency call outs on Saturday and Sunday.
2. Scheduled overtime work on weekends, Saturday 12:01a.m. thru Sunday 12:00p.m., will be compensated at a rate of time and one –half.
3. The City will compensate employees for overtime on holidays and weekend emergency call outs at a rate of double time. If the emergency call out extends into Monday morning, the entire call out period will be paid at double time until the call out ends or thru 6:00a.m. Monday morning, whichever is first.
4. An employee's scheduled workweek may or may not be a traditional Monday through Friday workweek. The City will not arbitrarily change an employee's work schedule to make Sunday a regular work day and thus, avoid paying overtime to the employee. Not withstanding the preceding sentence, the Association understands that the City has management rights to set the work schedule of any new hires from the date of amendment dated May 24, 2007 and that such schedule may include Sunday as a regularly scheduled workday and thus will not be subject to overtime compensation under the Federal Labor Standards Act (FLSA).
5. The regular 36-hour workweek is considered to be 36 hours of paid time, which will include holidays, sick leave, vacation and compensated time off.

ARTICLE 22 EMERGENCY CALL OUT

1. Employees will be compensated for a minimum of two hours when performing emergency call out work.
2. Employee compensation rate is addressed in Article 21.

ARTICLE 23 COURT TIME COMPENSATION

City employees will be compensated for City of Norco duty-related and required court appearances in those cases where the employee is required to report to the court when he/she is not scheduled to work.

ARTICLE 24 TUITION REIMBURSEMENT

1. The City will provide tuition reimbursement in an amount not to exceed $400 per quarter, not to exceed $800 per year, for the purpose of offsetting costs of actual tuition and/or book expense incurred by such employee.
2. The benefit is intended only for courses related to the furtherance of employees' career with the City.
3. To be eligible for reimbursement, the course must be pre-approved by the Department Head and City Manager prior to enrollment.
4. Receipts will be required prior to reimbursement.
5. All persons participating in the tuition reimbursement program must maintain a passing grade of "C" and submit satisfactory proof to the Department Head. A grade of "B" will be required for master's level class reimbursement.
6. Should an employee fail to obtain a passing grade of C (or B for master's level courses) or fail to complete the course, he/she shall be obligated to reimburse the City for his/her reimbursement if prepayment had been made.

ARTICLE 25 ACTING PAY

1. Employees shall be eligible for acting pay for temporarily filling a position of a higher classification beyond a period of ten consecutive workdays or for filling a position of a higher classification for an interim period during a vacancy.
2. Employees shall be compensated one step or at a rate of five percent higher than his/her current salary if his/her current position is in a range that overlaps the range of the higher classification being filled, or be compensated two steps or at a rate of ten percent higher than his/her current salary, if the position being temporarily filled is beyond subject employee's pay range.
3. Eligibility for acting pay shall be determined by employee's Department Head.

ARTICLE 26 UNIFORMS

1. The City shall purchase all special equipment and uniforms required of an employee in relation to the employee's job duties.
2. All uniforms purchased by the City, and all identifying patches, badges, etc., must be returned to the City when an employee terminates his/her employment.
3. The City shall approve the store to be used for purchase of uniforms and boots.

ARTICLE 27 DEFERRED COMPENSATION

1. The City of Norco offers a deferred compensation plan.
2. Any City employee may elect to participate. The plan provides employees the ability to defer current income from state and federal taxes to provide future payments upon death, disability retirement or separation from the City.
3. Employees may defer a minimum of $10 per payroll period up to a maximum that is determined by Internal Revenue Service Code 457K.
4. The provisions of deferred compensation are subject to change in accordance with Internal Revenue Code Section 457.

ARTICLE 28 STATE DISABILITY INSURANCE

1. Employees of the City are covered under State Disability Insurance.
2. The State Disability Insurance (SDI) shall provide benefits to employees consistent with state laws, and shall be paid per state law.
3. An employee may request to supplement his/her State Disability Insurance with his/her available sick leave or vacation time to maintain a regular salary while receiving disability benefits.

ARTICLE 29 INJURY ON DUTY – WORKERS COMPENSATION

1. An employee injured on the job must notify their supervisor and Human Resources immediately and submit claim form within one business day of injury and/or illness.
2. Unless an employee has completed a "Designation of Personal Physician" form prior to an injury and/or illness, an employee needing medical treatment should be referred to the City's authorized clinic to be provided with medical care.
3. The City Worker's Compensation Insurance Program shall provide compensation to employees injured on duty consistent with state laws and other worker's compensation laws. An injury must meet the test of both arising out of employment and occurring during the course of employment to be compensable under worker's compensation.
4. An injured employee under Worker's Compensation may request to supplement his/her Worker's Compensation payments with his/her available sick leave or vacation time to maintain a regular salary while on Worker's Compensation.

ARTICLE 30 LAYOFF PROCEDURE

1. For the purpose of providing reemployment opportunities for individuals who may be laid off from their employment with the City of Norco, the City shall establish a "reemployment list."
2. Employees shall remain on the reemployment list for a period of one year from the date of the receipt of notice of layoff.
3. The reemployment list shall be used for individuals who will be eligible for appointment to a position that he/she held at the time of layoff from the City, or to a specific classification previously held with the City should such a position become vacant.
4. The reemployment list shall have priority over open competitive examination employment lists established by the City for a position affected by the reemployment list.

ARTICLE 31 SEVERANCE PAY – LAYOFF

Severance pay will be provided upon layoff from the City. The severance pay shall be one week of compensation at six months employment, two weeks compensation at eighteen months, three weeks compensation at thirty months employment, and four weeks compensation at forty-two months or more of employment.

ARTICLE 32 MANAGEMENT RIGHTS

It is understood and agreed that the City retains all of its powers and authority to manage municipal services and the work force performing those services.

ARTICLE 33 PROVISIONS OF LAW

If any article or section of this agreement, or any addition thereto, should be held invalid by operation of law, or by a tribunal or office of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal or office, the remainder of this agreement shall not be affected thereby and all parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 34 GENERAL PROVISIONS

1. The parties acknowledge that during the negotiations which resulted in this MOU, each had the right and opportunity to make demands and proposals with respect to subjects within the scope of representation. The understandings arrived at after the exercise of that right are set forth in this MOU and constitute the complete and total contract between the City and the PW & PMWA with respect to wages, hours, and other terms and conditions of employment.
2. Any prior or existing Memoranda of Understanding between the parties regarding matters within the scope of representation are hereby superseded and terminated in their entirety.

City _____ PW&PMWA _____

CITY OF NORCO

PUBLIC WORKS & PARKS MAINTENANCE WORKERS ASSOCIATION

_____
Andy Okoro,
Deputy City Manager/Director of Finance

_____
Myrna Paakkonen, Human Resource Analyst

_____
Michael Blanco, President

_____
Abel Garcia, Vice President

_____
Henk Koke, Vice President

_____
Michael Kulick, Vice President

Date: _____

Date: _____

City _____ PW&PMWA _____

RESOLUTION NO. 2009-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA, APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NORCO AND NORCO GENERAL EMPLOYEES ASSOCIATION

WHEREAS, a Memorandum of Understanding ("MOU") between the City of Norco ("City") and the Norco General Employees Association ("NGEA") covering the period of July 1, 2008 through June 30, 2009 has expired; and

WHEREAS, the City and NGEA have met and conferred in good faith and have agreed on the terms and conditions set forth in a MOU covering the period of July 1, 2009 through June 30, 2010; and

NOW THEREFORE, BE IT RESOLVED as follows:

The City Council does hereby approve the terms and conditions set forth in the attached MOU (Attachment "C-1") for a period covering July 1, 2009 through June 30, 2010.

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held on June 17, 2009.

_____
Mayor of the City of Norco, California

ATTEST:

_____
Brenda Jacobs, City Clerk
City of Norco, California

I, BRENDA JACOBS, City Clerk of the City of Norco, California do hereby certify that the foregoing Resolution was introduced and adopted by the City Council of the City of Norco at a regular meeting held on June 17, 2009 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 June 17, 2009.

_____
Brenda Jacobs, City Clerk
City of Norco, California

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF NORCO
AND
NORCO GENERAL EMPLOYEES ASSOCIATION

JULY 1, 2009 – JUNE 30, 2010

Attachment "C-1"

NORCO GENERAL EMPLOYEES ASSOCIATION
MEMORANDUM OF UNDERSTANDING

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City_____NGEA_____

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City_____NGEA_____

MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF NORCO AND NORCO GENERAL EMPLOYEES ASSOCIATION

ARTICLE 1 PREAMBLE

Representatives of the City of Norco and the Norco General Employees Association have met and conferred on salaries and benefits for the Fiscal Year beginning July 1, 2009. The following items have been agreed upon and have been submitted to the City Council for consideration and have been implemented by appropriate City Council action. The term of this Agreement shall be for a one (1) year period beginning July 1, 2009 and ending June 30, 2010.

ARTICLE 2 RECOGNITION

1. The City recognizes the Norco General Employees Association as the exclusive representative of full-time employees in the following classifications:

   Account Clerk I

   Account Clerk II

   Account Clerk III

   Administrative Clerk

   Animal Control Officer

   Animal Control Supervisor

   Assistant Civil Engineer

   Assistant Planner

   Building Inspector

   Building Ops. Support Coordinator

   Bus Driver

   C.I.S. Technician

   Code Enforcement Officer

   Custodian

   Deputy City Clerk

   Kennel Officer

   Permit Technician

   Plans Examiner/Senior Building Inspector

   Recreation & Community Services Coordinator

   Secretary II

   Senior Permit Technician

2. The classifications listed above constitute all of the City employees that are represented by the Norco General Employees Association.

ARTICLE 3 SALARIES

There shall not be any salary range adjustments for classifications represented by the Norco General Employees Association.

ARTICLE 4 P.E.R.S. Benefits

1. The City has agreed to pay 100% of the employer and employee's contribution rates toward retirement through the CalPERS Retirement System.
2. The City is contracted with CalPERS to provide employees with the 2.7% at 55 Full Formula.

   Other benefits in the CalPERS agreement include:

   a. Credit for unused sick leave

   b. Fourth Level 1959 Survivors Benefits
3. The City will participate with the State of California for health benefit programs available through P.E.R.S. (see Article 5).

ARTICLE 5 HEALTH INSURANCE

1. The City will participate with the State of California for health benefit programs available through P.E.R.S.
2. The City agrees to pay the full cost (100%) of the plans for those employees and their dependents enrolled in the HMO or PERS Choice plans. In the case where an employee decides to stay in PERS Care, he/she must pay the difference in cost between PERS Choice and PERS Care plans.
3. Any eligible employee who elects to opt-out of health benefits will be paid a monthly cash amount equal to the lowest basic single rate premium in lieu of health benefits, providing the following requirements are met:

   1. The election to opt-out of health benefits, in writing, must be sent to Human Resources
   2. Proof of other coverage must be provided to Human Resources

   Employees have the choice of adding their opt-out dollars to their deferred compensation plan, provided the IRS limit is not exceeded and appropriate change form is completed and submitted to Human Resources for processing.

ARTICLE 6 DENTAL INSURANCE

The City will provide a choice between a pre-paid dental insurance plan, fully paid by the City for both the employee and dependent coverage, and a fee-for-service dental insurance plan with the City's contribution limited to the cost of the pre-paid dental insurance.

ARTICLE 7 VISION INSURANCE

The City will provide a vision care plan that is fully paid by the City for both employee and dependent coverage.

ARTICLE 8 LIFE INSURANCE

The City will provide term life insurance benefit equal to the employee's annual salary (rounded to the nearest thousand) and $5,000 dependent life benefit, fully paid by the City for both employee and dependent coverage. The annual salary will be the monthly base salary times twelve.

ARTICLE 9 LONG TERM DISABILITY INSURANCE

The City of Norco offers an optional Long-Term Disability plan at the employee's expense.

ARTICLE 10 CONTINUOUS SERVICE BONUS

In recognition of years of service to the City, a Continuous Service Bonus shall be given on the anniversary date of the employee as follows:

- Five-year anniversary $100
- Ten-year anniversary $300
- Fifteen year anniversary $500
- Twenty-year anniversary $700
- Twenty-five year anniversary $1,000
- Thirty-year anniversary $1,250

ARTICLE 11 SICK LEAVE

1. Full-time general employees assigned to the 36-hour workweek shall accrue 8.1 hours of sick leave per month.
2. Accumulated sick leave may be used for doctor and/or dental appointments for the employee or an immediate member.of the employee's family or domestic partner. See Article 13, Section 2, for definition of immediate family.
3. Employees may use up to half of their accumulated sick leave for immediate family or domestic partner illness or medical emergency and up to three days of accumulated sick leave in addition to the three days of bereavement leave for the death of an immediate family member or domestic partner.

ARTICLE 12 EMPLOYEE ON LEAVE COMPENSATION

An employee on leave without pay, excluding FMLA and Disability, shall receive no compensation and shall accumulate no vacation or sick leave while on such leave but shall continue to receive the benefits of continuous service and insurance coverage. The employee's department head shall approve all leaves without pay.

ARTICLE 13 ANNUAL SICK LEAVE BUY-BACK

1. At the option of the employee, the City shall pay to each employee on the payroll immediately following December 1 of the year, 40 percent (40%) of the employee's unused sick leave for the previous 12 months with the time paid to be deducted from the employee's total sick leave accumulation.
2. If the employee is enrolled in the City of Norco deferred compensation program, the employee will have the option of having the money placed in a deferred compensation account.
3. In order to be eligible for a sick leave buy back, the employee must have been employed with the City for six months and have successfully completed his/her probationary period as of December of each year.
4. Individuals on probation due to promotions will be eligible for the buy back.

ARTICLE 14 SICK LEAVE BUY BACK ON SEPARATION

After ten years of service, the City shall pay 50 percent (50%) of any sick leave accumulation to the employee at the time of death, retirement or separation from the City up to a maximum of ninety days.

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1. Bereavement leave shall be provided in the amount of three days in the event of the death of a member of the employee's immediate family. Such bereavement leave shall not be deducted from an employee's accumulated sick leave.

2. Immediate family shall be defined as any relative by blood or marriage who is a member of the employee's household, domestic partner, and any parent, grandparent, spouse, child, brother or sister of the employee, or the parent or brother or sister of the employee's spouse, regardless of residence.

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2. While serving on jury duty, an employee shall receive his/her regular salary from the City. The employee shall remit to the City all compensation received as a result of serving on jury duty, except mileage reimbursement.
3. Jury duty limit will be 72 paid hours per year. An employee must submit documentation of court attendance. Jury duty will be paid for regularly scheduled work days up to the maximum of 72 paid hours per year.

ARTICLE 17 HOLIDAYS

1. Employees shall receive the following paid days off for holidays each year:

   - New Year's Day
   - Martin Luther King's Birthday (third Monday in January)
   - Washington's Birthday (third Monday in February)
   - Memorial Day (fourth Monday in May)
   - Independence Day
   - Labor Day
   - Veteran's Day
   - Thanksgiving Day
   - Christmas Eve Day
   - Christmas Day
   - Birthday

     The birthday holiday must be taken within the pay period of the employee's birthday.

   - 3 Floating Holidays

     New hires' floating holidays will be pro-rated. If hired between July 1 – October 31 new hires will accrue three (3) floating holidays, if hired between November 1 –

February 28 new hires will accrue two (2) floating holidays, if hired between March 1 – June 30 new hires will accrue one (1) floating holiday. New hires are not required to complete probation to use accrued floating holiday(s). Days off must have prior approval by immediate supervisor. All floating holidays must be used or will be lost by June 30 each year.

2. In the event when <u>any</u> holiday falls on a Friday or Saturday the Thursday preceding shall be observed as the holiday, or if the holiday falls on a Sunday, the Monday following shall be observed as the holiday.

3. The City shall pay nine (9) hours for each holiday.

ARTICLE 18 VACATION

1. Full-time Norco General Employees shall receive vacation accruals as follows:

Vacation Accumulation	Hours of Service	Maximum Accrual
86.4 hours per year / 3.32 hours per pay period	Up to 7,488	192 hours
129.6 hours per year / 4.98 hours per pay period	7,489 – 16,847	288 hours
151.2 hours per year / 5.82 hours per pay period	16,848 - 26,207	336 hours
172.8 hours per year / 6.65 hours per pay period	26,208 – 99,999	384 hours

2. Employees will cease to accrue vacation hours when in any pay period they exceed two times their annual accrual as determined by their anniversary date.

ARTICLE 19 COMPENSATORY TIME

1. In lieu of overtime pay, employees may be granted compensatory time, if requested by the employee and approved in advance by the City Manager or designee. However, it is the City's intent to minimize compensatory time authorization. Therefore, employees should not expect to have compensatory time authorized.

2. Compensatory time granted will accrue at a rate of one and one half hours per overtime hour worked, except for overtime worked on holidays and the employee's seventh scheduled day of a work week.

4. Compensatory time granted will accrue at a rate of two hours per overtime hour worked on holidays and the employee's seventh scheduled day of a workweek.

4. Employees may accumulate 60 hours of compensatory time used at the employee's discretion with the approval of the immediate supervisor.

5. All time worked in excess of 60 hours compensatory time will be paid.

6. The decision to allow compensatory time in lieu of overtime is solely a management decision.

7. Employees shall be allowed to carry 60 hours compensatory time from one calendar year to the next.

8. Payment, if any, to employees to reduce a compensatory time balance, will be at the discretion of the City Manager.

9. Subject to the 60-hour limit above, management can be expected to approve an employee request for compensatory time in lieu of paid overtime if:

A. The request to accumulate time is for a specific reason (i.e. vacation, family need, medical need, lack of available sick or paid leave, etc.) generally related to a need for future paid time off; and

B. Hours to be accumulated as compensatory time are not reasonably expected to result in the need to backfill resulting in lost productivity when the hours are taken off work, by necessitating a management decision to pay regular pay, overtime pay, or grant additional compensatory time to the requestor or another employee or require hiring temporary or consulting personnel.

ARTICLE 20 STANDBY

1. Assignment of personnel to standby shall be the prerogative of management and employees shall be subject to standby or call-out as deemed necessary.
2. Employees required to accept standby assignment will be compensated at the rate of one and one half hours per weekday and three hours per 24-hour shift for weekends and holidays.
3. The definition of weekends shall include employee's regularly scheduled days off.
4. Employees required to accept backup standby assignments will be compensated at the rate of one hour per day.
5. Employees who are not on assigned standby but are "called out" are required to respond if contacted and instructed to report to work.

ARTICLE 21 OVERTIME

1. For employees assigned to the 36-hour workweek, the City will compensate employees for overtime in excess of 36 hours per week paid at a rate of time and one-half, except for holidays and for overtime on the employee's seventh scheduled day of their workweek.
2. The City will compensate employees for overtime on holidays and employee's seventh day of their workweek at a rate of double time.
3. An employee's scheduled workweek may or may not be a traditional Monday through Friday workweek.
4. The regular 36-hour workweek is considered to be 36 hours of paid time, which will include holidays, sick leave, vacation and compensated time off.

ARTICLE 22 CALL OUT

1. Employees will be compensated for a minimum of two hours when performing call-out work.
2. Employee compensation rate is addressed in Article 21.

ARTICLE 23 COURT TIME COMPENSATION

City employees will be compensated for City of Norco duty-related and required court appearances in those cases where the employee is required to report to the court when he/she is not scheduled to work.

ARTICLE 24 TUITION REIMBURSEMENT

1. The City will provide tuition reimbursement in an amount not to exceed $400 per quarter, not to exceed $800 per year, for the purpose of offsetting costs of actual tuition and/or book expense incurred by such employee.
2. The benefit is intended only for courses related to the furtherance of employees' careers with the City.

3. To be eligible for reimbursement, the course must be pre-approved by the Department Head prior to enrollment.

4. Receipts will be required prior to reimbursement.

5. All persons participating in the tuition reimbursement program must maintain a passing grade of "C" and submit satisfactory proof to the Department Head.

6. A grade of "B" will be required for master's level class reimbursement.

7. Should an employee fail to obtain a passing grade of C (or B for master's level courses) or fail to complete the course, he/she shall be obligated to reimburse the City for his/her reimbursement if prepayment had been made.

ARTICLE 25 ACTING PAY

1. General Employees shall be eligible for acting pay for temporarily filling a position of a higher classification beyond a period of ten consecutive workdays or for filling a position of a higher classification for an interim period during a vacancy.

2. Employees shall be compensated one step or at a rate of five percent higher than his/her current salary if his/her current position is in a range that overlaps the range of the higher classification being filled, or be compensated two steps or at a rate of ten percent higher than his/her current salary, if the position being temporarily filled is beyond subject employee's pay range.

3. Eligibility for acting pay shall be determined by employee's Department Head.

ARTICLE 26 UNIFORMS

1. The City shall purchase all special equipment and uniforms required of an employee in relation to the employee's job duties.

2. All uniforms purchased by the City, and all identifying patches, badges, etc., must be returned to the City when an employee terminates his/her employment.

3. The City shall approve the store to be used for purchase of uniforms and boots.

ARTICLE 27 DEFERRED COMPENSATION

1. The City of Norco offers a deferred compensation plan.

2. Any City employee may elect to participate. The plan provides employees the ability to defer current income from state and federal taxes to provide future payments upon death, disability retirement or separation from the City.

3. Employees may defer a minimum of $10 per payroll period up to a maximum that is determined by Internal Revenue Service Code 457K.

4. The provisions of deferred compensation are subject to change in accordance with Internal Revenue Code Section 457.

ARTICLE 28 STATE DISABILITY INSURANCE

1. Employees of the City are covered under State Disability Insurance.

2. The State Disability Insurance (SDI) shall provide benefits to employees consistent with state laws, and shall be paid per state law.

3. An employee may request to supplement his/her State Disability Insurance with his/her available sick leave or vacation time to maintain a regular salary while receiving disability benefits.

ARTICLE 29 INJURY ON DUTY – WORKERS COMPENSATION

1. An employee injured on the job must notify their supervisor and Human Resources immediately and submit claim form within one business day of injury and/or illness.
2. Unless an employee has completed a "Designation of Personal Physician" form prior to an injury and/or illness, an employee needing medical treatment should be referred to the City's authorized clinic to be provided with medical care.
3. The City Worker's Compensation Insurance Program shall provide compensation to employees injured on duty consistent with state laws and other worker's compensation laws. An injury must meet the test of both arising out of employment and occurring during the course of employment to be compensable under worker's compensation.
4. An injured employee under Worker's Compensation may request to supplement his/her Worker's Compensation payments with his/her available sick leave or vacation time to maintain a regular salary while on Worker's Compensation.

ARTICLE 30 LAYOFF PROCEDURE

1. For the purpose of providing reemployment opportunities for individuals who may be laid off from their employment with the City of Norco, the City shall establish a "reemployment list."
2. General Employees shall remain on the reemployment list for a period of one year from the date of the receipt of notice of layoff.
3. The reemployment list shall be used for individuals who will be eligible for appointment to a position that he/she held at the time of layoff from the City, or to a specific classification previously held with the City should such a position become vacant.
4. The reemployment list shall have priority over open competitive examination employment lists established by the City for a position affected by the reemployment list.

ARTICLE 31 SEVERANCE PAY – LAYOFF

1. Severance pay will be provided upon layoff from the City.
2. The severance pay shall be one week of compensation at six months employment, two weeks compensation at eighteen months, three weeks compensation at thirty months employment, and four weeks compensation at forty-two months or more of employment.

ARTICLE 32 MANAGEMENT RIGHTS

It is understood and agreed that the City retains all of its powers and authority to manage municipal services and the work force performing those services.

ARTICLE 33 PROVISIONS OF LAW

If any article or section of this agreement, or any addition thereto, should be held invalid by operation of law, or by a tribunal or office of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal or office, the remainder of this agreement shall not be affected thereby and all parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 34 GENERAL PROVISIONS

1. The parties acknowledge that during the negotiations which resulted in this MOU, each had the right and opportunity to make demands and proposals with respect to subjects within the scope of representation. The understandings arrived at after the exercise of that right are set forth in this MOU and constitute the complete and total contract between the City and the NGEA with respect to wages, hours, and other terms and conditions of employment.
2. Any prior or existing Memoranda of Understanding between the parties regarding matters within the scope of representation are hereby superseded and terminated in their entirety.

CITY OF NORCO

_____
Andy Okoro,
Deputy City Manager/Director of Finance

_____
Myrna Paakkonen, Human Resource Analyst

Date: _____

NORCO GENERAL EMPLOYEES ASSOCIATION

_____
Frank Scagnamiglio, President

_____
Dennis Hurford, Vice President

_____
Charles Hemmings, 2nd Vice President

_____
Shanon Anderson, Treasurer

_____
Julia Murray, Secretary

Date: _____

City_____NGEA_____

RESOLUTION NO. 2009-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO, ESTABLISHING ANNUAL SALARY RANGES AND BENEFITS FOR MANAGEMENT CLASSIFICATIONS OF THE CITY OF NORCO

WHEREAS, the following Management classifications of the City of Norco ("City") are unrepresented in the employer-employee relationship and, therefore receive consideration from the City Council in recognition of the management nature and responsibility of the positions and contributions to the efficient and effective operations of the City; and

WHEREAS, individuals serving in these Management classifications are "at will" employees who serve at the pleasure of the City Manager; and

WHEREAS, employees in these classifications are exempt under the provisions of the Federal Fair Labor Standards Act.

NOW THEREFORE, BE IT RESOLVED that effective beginning July 1, 2009, the salary ranges and benefits for the affected classifications will be as follows:

Section 1. SALARY RANGES.

Effective July 1, 2009 there shall be a 0% salary range adjustment for the following classifications:

SALARY SCHEDULE
City Clerk
Deputy City Manager/Director of Finance
Director of Public Works
Fire Chief
Director of Economic Development
Director of Parks, Recreation & Community Services

Section 2. BENEFITS

I. SICK LEAVE

Accrual Rate. Employees in Management classifications shall accrue sick leave at the rate of 8.1 hours of sick leave per month. One half of an employee's yearly accrual of sick leave can be used for illness or injury to a parent, child, spouse, or domestic partner.

After five (5) years of service, the City shall pay fifty percent (50%) of any accumulated sick leave to the employee at the time of separation from the City up to a maximum of ninety (90) paid days.

Buy-Back. At the option of the employee, the City shall pay to each employee on

the payroll immediately following December 1 of year, 40% of the employee's unused sick leave for the previous 12 months with the time paid to be deducted from the employee's total sick leave accumulation.

If the employee is enrolled in the City of Norco deferred compensation program, the employee will have the option of having the money placed in a deferred compensation account.

II. ADMINISTRATIVE LEAVE

In recognition of the fact that Management employees are not entitled to receive overtime compensation despite devoting hours beyond the normal workweek, employees shall be allowed to take administrative leave at the discretion of the City Manager.

Management employees shall be allowed to take up to fifty-six (56) hours administrative leave per year. Administrative leave will not be accumulative; any remaining balance shall expire at 2400 hours June 30, 2010. Approval to take administrative leave must be requested and obtained in the same manner as vacation leave.

III. HOLIDAYS

1. Employees shall receive the following paid days off for holidays each year:

- New Year's Day
- Martin Luther King's Birthday (third Monday in January)
- Washington's Birthday (third Monday in February)
- Memorial Day (fourth Monday in May)
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Christmas Eve Day
- Christmas Day
- Birthday
  The birthday holiday must be taken within the pay period of the employee's birthday, unless prior arrangements have been approved by the City Manager.
- 3 Floating Holidays
  New hires' floating holidays will be pro-rated. If hired between July 1 – October 31 new hires will accrue three (3) floating holidays, if hired between November 1 – February 28 new hires will accrue two (2) floating holidays, if hired between March 1 – June 30 new hires will accrue one (1) floating holiday. New hires are not required to complete probation to use accrued floating holiday(s). Days off must have prior

approval by immediate supervisor. All floating holidays must be used or will be lost by June 30 each year.

2. In the event when any holiday falls on a Friday or Saturday the Thursday preceding shall be observed as the holiday, or if the holiday falls on a Sunday, the Monday following shall be observed as the holiday.

3. The City shall pay nine (9) hours for each holiday.

V. VACATION

Employees shall be eligible for bi-weekly vacation accrual as follows:

Annual Increment	Hours Increment	Bi-Weekly Accrual Rate	Annual Accrual Rate	Maximum Accumulation
0 – 4th yr	Up to 7,488 (4 yrs)	3.32 hrs	86.4 hrs	240 hrs
5th – 9th yr	7,489 – 16,847 (9yrs)	4.98 hrs	129.6 hrs	360 hrs
10th – 14th yr	16,848 – 26,207 (14 yrs)	5.82 hrs	151.2 hrs	420 hrs
15th + yrs	26,208 - + (15+ yrs)	6.65 hrs	172.8 hrs	480 hrs

Employees will cease to accrue vacation hours when in any pay period they exceed 2.5 times their annual accrual as determined by their anniversary date.

V. RETIREMENT

The City will pay 100% of the employer and employee's contribution rates toward retirement through the CalPERS retirement system.

VI. HEALTH BENEFITS

1. The City will participate with the State of California for health benefit programs available through P.E.R.S.

2. The City agrees to pay the full cost (100%) of the plans for those employees and their dependents enrolled in the HMO or PERS Choice plans. In the case where an employee decides to stay in PERS Care, he/she must pay the difference in cost between PERS Choice and PERS Care plans.

3. Any eligible employee who elects to opt-out of health benefits will be paid a monthly cash amount equal to the lowest basic single rate premium in lieu of health benefits, providing the following requirements are met:

   1. The election to opt-out of health benefits, in writing, must be sent to Human Resources

   2. Proof of other coverage must be provided to Human Resources

   Employees have the choice of adding their opt-out dollars to their deferred compensation plan, provided the IRS limit is not exceeded and appropriate change form is completed and submitted to Human Resources for processing.

VII. DENTAL INSURANCE

The City will provide a choice between a pre-paid dental insurance plan, fully paid by the City for both the employee and dependent coverage, and a-fee-for-service dental insurance plan with the City's contribution limited to the cost of the pre-paid dental insurance.

VIII. VISION INSURANCE

The City will provide a vision care plan that is fully paid by the City for both employee and dependent coverage.

IX. LIFE INSURANCE

The City will provide term life insurance in the amount of $125,000, for employees and $5,000 for dependents, which is fully paid by the City for both employee and dependent coverage.

X. CONTINOUS SERVICE BONUS

In recognition of years of service to the City, a Continuous Service Bonus shall be given on the anniversary date of the employee as follows:

Five-year anniversary	$100
Ten-year anniversary	$300
Fifteen-year anniversary	$500
Twenty-year anniversary	$700
Twenty-five year anniversary	$1,000
Thirty-year anniversary	$1,250

XI. MEDICAL SAVINGS ACCOUNT

The City shall deposit $25 per month into a medical savings account for each Management employee.

XII. BEREAVEMENT

Bereavement leave shall be provided in the amount of three days in the event of the death of a member of the employee's immediate family. Such bereavement leave shall not be deducted from an employee's accumulated sick leave.

Immediate family shall be defined as any relative by blood or marriage who is a member of the employee's household, and any parent, grandparent, spouse, child, brother or sister of the employee, or the parent or brother or sister of the employee's spouse, regardless of residence.

XIII. TUITION REIMBURSEMENT

The City will provide tuition reimbursement in an amount not to exceed $400 per quarter, not to exceed $800 per year, for the purpose of offsetting costs of actual tuition and/or book expense incurred by the employee. This benefit is intended only for courses related to the furtherance of employees' careers with the City.

To be eligible for reimbursement, the course must be pre-approved by the City Manager prior to enrollment. Receipts will be required prior to reimbursement.

All employees participating in the tuition reimbursement program must maintain a passing grade of "C" and submit satisfactory proof to the City Manager. A grade of "B" will be required for master's level class reimbursement.

Should an employee fail to obtain a passing grade of "C" (or "B" for master's level courses) or fail to complete the course, he/she shall be obligated to reimburse the City for his/her reimbursement if prepayment had been made.

XIV. LONG TERM DISABIILITY INSURANCE

The City of Norco offers an optional Long-Term Disability plan at the employee's expense.

XV. DEFERRED COMPENSATION

The City of Norco offers a deferred compensation plan. Any employee may elect to participate. The plan provides employees the ability to defer current income from state and federal taxes to provide future payments upon death, disability, retirement or separation from the City.

Employees may defer a minimum of $10 per payroll period up to a maximum that is determined by Internal Revenue Service Code 457K.

XVI. STATE DISABILITY INSURANCE

Employees of the City are covered under State Disability Insurance. The State Disability Insurance (SDI) shall provide benefits to employees consistent with state laws, and shall be paid per state law.

An employee may request to supplement his/her SDI with his/her available sick leave or vacation time to maintain a regular salary while receiving disability benefits.

XVII. INJURY ON DUTY – WORKERS COMPENSATION

The City's Worker's Compensation Insurance Program shall provide compensation to employees sustaining injury or illness at work consistent with state workers compensation laws.

XVIII. AUTO ALLOWANCE

Employees shall receive $400 per month auto allowance or a City owned automobile may be assigned for employee use to facilitate emergency call-back duties at the discretion of the City Manager.

XIX. SEVERENCE PAY – LAYOFF

Severance pay shall be one (1) week of compensation at six (6) months employment, two (2) weeks compensation at eighteen (18) months, three (3) weeks compensation at thirty (30) months employment, and four (4) weeks compensation at forty-two (42) months or more of employment.

XX. EMPLOYEE ON LEAVE COMPENSATION

An employee on leave without pay, excluding FMLA and Disability, shall receive no compensation and shall accumulate no vacation or sick leave while on such leave but shall continue to receive the benefits of continuous service and insurance coverage. The City Manager shall approve all leaves without pay.

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held on June 17, 2009.

_____
Mayor of the City of Norco, California

ATTEST:

_____
Brenda Jacobs, City Clerk
City of Norco, California

I, BRENDA JACOBS, City Clerk of the City of Norco, California do hereby certify that the foregoing Resolution was introduced and adopted by the City Council of the City of Norco at a regular meeting held on July 16, 2008 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 June 17, 2009.

_____
Brenda Jacobs, City Clerk
City of Norco, California

CITY OF NORCO
STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, Deputy City Manager/Director of Finance

PREPARED BY: Jack Frye, Fire Chief

DATE: April 1, 2009

SUBJECT: First Amendment to the Equipment Maintenance & Repair Agreement Between the City of Corona and the City of Norco

RECOMMEDNATION: Staff recommends the City Council approve the First Amendment to include preventative maintenance and repair services for all Mobile Data Computer Equipment.

SUMMARY: The amended Equipment Maintenance & Repair Agreement provides a service and maintenance agreement for all related Mobile Data Computer (MDC) equipment and provides improved emergency dispatch capability for the City of Norco.

BACKGROUND/ANALYSIS: The existing Equipment Maintenance & Repair Agreement was put in place in July of 2005. When the City of Norco decided to install MDC's on all of its emergency response equipment, they were also required to provide a mechanism to insure ongoing operability and maintenance needs.

With the current maintenance contract already in place, both cities agreed to expand the contract to include the maintenance and repair of the computers and mobile and portable radios included in the MDC program.

FINANCIAL IMPACT: The fixed amount of the contract is set at $12,000 annually and is billed by the City of Corona to the City of Norco on or after July 1 of each year. The funds are currently budgeted in the proposed FY 2009-2010 budget.

Attachment: Amended Agreement
/jf-72753

Agenda Item 6.F.

FIRST AMENDMENT TO THE EQUIPMENT MAINTENANCE & REPAIR AGREEMENT BETWEEN THE CITY OF CORONA AND CITY OF NORCO

1. PARTIES AND DATE.

This First Amendment ("Amendment") to the Equipment Maintenance & Repair Agreement is made and entered into this 6th day of May, 2009 by and between the City of Corona, a municipal corporation organized under the laws of the State of California, ("Corona") and City of Norco, a municipal corporation organized under the laws of the State of California ("Norco"). Corona and Norco are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 On or about July 1, 2005, Corona and Norco entered into an Equipment Maintenance & Repair Agreement ("Agreement"). The purpose of the Agreement was for Corona to provide medium and heavy duty fire-rescue apparatus maintenance and repair services and radio repair services to Norco. Corona and Norco further agreed to enter into a reciprocal loan agreement with each other for lending reserve heavy fire-rescue apparatus as needed to provide continuous emergency coverage to Corona and Norco.

2.2 The Parties desire to amend the Agreement for the first time to incorporate maintenance and support for mobile data computers ("MDC") within Norco apparatus and command vehicles which would include, but not be limited to, installation assistance, maintenance and repair of the operating system, application and data updates, and network connectivity.

2.3 The Parties hereby agree to all of the terms and obligations of this Amendment in consideration of the mutual covenants contained herein, as well as other good and valuable consideration, the value, sufficiency and receipt of which are hereby acknowledged.

2.4 This Amendment is authorized pursuant to Section 3.25 of the Agreement.

3. TERMS.

3.1 Corona Maintenance and Repair Services. Section 3.1 of the Agreement shall be amended in its entirety to read as follows:

> "3.1 Corona Maintenance and Repair Services. Corona agrees to provide Norco with medium and heavy fire rescue apparatus preventative maintenance and repair services, MDC maintenance services, as well as radio repair services for mobile and portable

radios used by the Norco Fire Department, on the terms and conditions set forth in this Agreement. Norco shall deliver to Corona all apparatus, MDC's and radios for which Norco requires service, and shall retrieve apparatus, MDC's and radios within a reasonable time following notification by Corona that the requested repairs have been completed."

3.2 Information Technology Specialist. Section 3.1.3 of the Agreement shall be added to the Agreement to read as follows:

> "3.1.3 Information Technology Specialist. During the term of this Agreement, Corona shall employ one or more qualified mobile data computer repair technicians."

3.3 Norco Vendor Accounts. Section 3.4 of the Agreement shall be amended in its entirety to read as follows:

> "3.4 Norco Vendor Accounts. Norco agrees to maintain open accounts, and issue purchase orders or requisitions as necessary, to the same medium and heavy fire rescue apparatus, mobile data computers and radio maintenance and repair parts vendors and repair facilities as Corona, with reasonable discretion for deviation as allowed by each party's Fire Chief upon written mutual agreement."

3.4 Payment of Mobile Data Computer Maintenance Fee. Section 3.11.3 of the Agreement shall be added to the Agreement to read as follows:

> "3.11.3 Payment of Mobile Data Computer Maintenance Fee. Corona shall bill Norco $12,000 on or after July 1 of each year, beginning on July 1, 2009, for MDC maintenance and repair services to be performed in the upcoming fiscal year. If during the year MDC repair services provided to Norco exceed 182 hours of technician time, Corona will bill Norco $66.00 per hour for each hour that exceeds the 182 hour limit. Once the hourly payments take effect within a particular fiscal year, Corona shall bill Norco for technician time on a monthly basis. MDC repair invoices shall be due and payable within 30 days of receipt. In January of each year, Corona and Norco will meet to discuss any necessary adjustments to the mobile data computer maintenance compensation rate for the next fiscal year."

3.5 Term of Agreement; Termination. Section 3.15 of the Agreement shall be amended in its entirety to read as follows:

"3.15 Term of Agreement; Termination. This Agreement shall be for the period beginning July 1, 2005 and ending June 30, 2010, and shall be automatically renewed for subsequent fiscal year periods unless either party gives written notice of termination to the other party by January 31st of any given fiscal year. Notice of termination pursuant hereto shall be effective on the first day of the next fiscal year, unless a later date is mutually established by the parties. Corona may also terminate this Agreement at any time and for any reason upon one hundred eighty (180) days prior written notice to Norco. Upon termination, Norco shall pay Corona its share of the actual Total Mechanic Compensation, MDC and radio maintenance fee to which Corona is entitled up through the effective date of termination. Notwithstanding any provision of the prior agreement between Corona and Norco for apparatus repair service to the contrary, notice of termination of the prior agreement shall be considered to have been timely given to allow the prior agreement to terminate on June 30, 2005, and such prior agreement shall terminate on June 30, 2005."

3.6 Additional Provisions and Definitions. From and after the effective date of this Amendment, wherever the term Agreement is used in the Agreement, it shall mean the Agreement as amended by this Amendment. All initially capitalized terms used, but not otherwise defined herein, shall have the same meanings as given to them in the Agreement. Other than as expressly amended herein, the Agreement remains in full force and effect in accordance with its terms.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF CORONA

By: _____
Mayor

Attest:

_____
City Clerk

Approved as to Form:

_____
City Attorney

CITY OF NORCO

By: _____
Mayor
Kathy Azevedo

Attest:

_____
City Clerk
Brenda K. Jacobs

Approved as to Form:

_____
City Attorney
John Harper

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2.2 The Parties desire to amend the Agreement for the first time to incorporate maintenance and support for mobile data computers ("MDC") within Norco apparatus and command vehicles which would include, but not be limited to, installation assistance, maintenance and repair of the operating system, application and data updates, and network connectivity.

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3.6 Additional Provisions and Definitions. From and after the effective date of this Amendment, wherever the term Agreement is used in the Agreement, it shall mean the Agreement as amended by this Amendment. All initially capitalized terms used, but not otherwise defined herein, shall have the same meanings as given to them in the Agreement. Other than as expressly amended herein, the Agreement remains in full force and effect in accordance with its terms.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF CORONA

By: _____
Mayor

Attest:

_____
City Clerk

Approved as to Form:

_____
City Attorney

CITY OF NORCO

By: _____
Mayor
Kathy Azevedo

Attest:

_____
City Clerk
Brenda K. Jacobs

Approved as to Form:

_____
City Attorney
John Harper

FIRST AMENDMENT TO THE EQUIPMENT MAINTENANCE & REPAIR AGREEMENT BETWEEN THE CITY OF CORONA AND CITY OF NORCO

1. PARTIES AND DATE.

This First Amendment ("Amendment") to the Equipment Maintenance & Repair Agreement is made and entered into this 6th day of May, 2009 by and between the City of Corona, a municipal corporation organized under the laws of the State of California, ("Corona") and City of Norco, a municipal corporation organized under the laws of the State of California ("Norco"). Corona and Norco are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 On or about July 1, 2005, Corona and Norco entered into an Equipment Maintenance & Repair Agreement ("Agreement"). The purpose of the Agreement was for Corona to provide medium and heavy duty fire-rescue apparatus maintenance and repair services and radio repair services to Norco. Corona and Norco further agreed to enter into a reciprocal loan agreement with each other for lending reserve heavy fire-rescue apparatus as needed to provide continuous emergency coverage to Corona and Norco.

2.2 The Parties desire to amend the Agreement for the first time to incorporate maintenance and support for mobile data computers ("MDC") within Norco apparatus and command vehicles which would include, but not be limited to, installation assistance, maintenance and repair of the operating system, application and data updates, and network connectivity.

2.3 The Parties hereby agree to all of the terms and obligations of this Amendment in consideration of the mutual covenants contained herein, as well as other good and valuable consideration, the value, sufficiency and receipt of which are hereby acknowledged.

2.4 This Amendment is authorized pursuant to Section 3.25 of the Agreement.

3. TERMS.

3.1 Corona Maintenance and Repair Services. Section 3.1 of the Agreement shall be amended in its entirety to read as follows:

> "3.1 Corona Maintenance and Repair Services. Corona agrees to provide Norco with medium and heavy fire rescue apparatus preventative maintenance and repair services, MDC maintenance services, as well as radio repair services for mobile and portable

radios used by the Norco Fire Department, on the terms and conditions set forth in this Agreement. Norco shall deliver to Corona all apparatus, MDC's and radios for which Norco requires service, and shall retrieve apparatus, MDC's and radios within a reasonable time following notification by Corona that the requested repairs have been completed."

3.2 Information Technology Specialist. Section 3.1.3 of the Agreement shall be added to the Agreement to read as follows:

> "3.1.3 Information Technology Specialist. During the term of this Agreement, Corona shall employ one or more qualified mobile data computer repair technicians."

3.3 Norco Vendor Accounts. Section 3.4 of the Agreement shall be amended in its entirety to read as follows:

> "3.4 Norco Vendor Accounts. Norco agrees to maintain open accounts, and issue purchase orders or requisitions as necessary, to the same medium and heavy fire rescue apparatus, mobile data computers and radio maintenance and repair parts vendors and repair facilities as Corona, with reasonable discretion for deviation as allowed by each party's Fire Chief upon written mutual agreement."

3.4 Payment of Mobile Data Computer Maintenance Fee. Section 3.11.3 of the Agreement shall be added to the Agreement to read as follows:

> "3.11.3 Payment of Mobile Data Computer Maintenance Fee. Corona shall bill Norco $12,000 on or after July 1 of each year, beginning on July 1, 2009, for MDC maintenance and repair services to be performed in the upcoming fiscal year. If during the year MDC repair services provided to Norco exceed 182 hours of technician time, Corona will bill Norco $66.00 per hour for each hour that exceeds the 182 hour limit. Once the hourly payments take effect within a particular fiscal year, Corona shall bill Norco for technician time on a monthly basis. MDC repair invoices shall be due and payable within 30 days of receipt. In January of each year, Corona and Norco will meet to discuss any necessary adjustments to the mobile data computer maintenance compensation rate for the next fiscal year."

3.5 Term of Agreement; Termination. Section 3.15 of the Agreement shall be amended in its entirety to read as follows:

"3.15 Term of Agreement; Termination. This Agreement shall be for the period beginning July 1, 2005 and ending June 30, 2010, and shall be automatically renewed for subsequent fiscal year periods unless either party gives written notice of termination to the other party by January 31st of any given fiscal year. Notice of termination pursuant hereto shall be effective on the first day of the next fiscal year, unless a later date is mutually established by the parties. Corona may also terminate this Agreement at any time and for any reason upon one hundred eighty (180) days prior written notice to Norco. Upon termination, Norco shall pay Corona its share of the actual Total Mechanic Compensation, MDC and radio maintenance fee to which Corona is entitled up through the effective date of termination. Notwithstanding any provision of the prior agreement between Corona and Norco for apparatus repair service to the contrary, notice of termination of the prior agreement shall be considered to have been timely given to allow the prior agreement to terminate on June 30, 2005, and such prior agreement shall terminate on June 30, 2005."

3.6 Additional Provisions and Definitions. From and after the effective date of this Amendment, wherever the term Agreement is used in the Agreement, it shall mean the Agreement as amended by this Amendment. All initially capitalized terms used, but not otherwise defined herein, shall have the same meanings as given to them in the Agreement. Other than as expressly amended herein, the Agreement remains in full force and effect in accordance with its terms.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF CORONA

By: _____
Mayor

Attest:

_____
City Clerk

Approved as to Form:

_____
City Attorney

CITY OF NORCO

By: _____
Mayor
Kathy Azevedo

Attest:

_____
City Clerk
Brenda K. Jacobs

Approved as to Form:

_____
City Attorney
John Harper

CITY OF NORCO
STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, Deputy City Manager/Director of Finance

DATE: June 17, 2009

SUBJECT: Approval of Employment Agreement between the City of Norco and Beth Groves for the Position of Interim City Manager

RECOMMENDATION: That the City Council approve the Employment Agreement.

SUMMARY: On June 10, 2009, The City Council voted unanimously to appoint Beth Groves as the Interim City Manager for the City of Norco. Staff is recommending that the City council formally approve the attached Employment Agreement which details the terms of Ms. Groves appointment as the Interim City Manager.

BACKGROUND/ANALYSIS: On June 10, 2009, the City Council met in "closed session" during a Special Meeting of the City Council to consider the appointment of Interim City Manager to replace Mr. Jeff Allred who resigned from the position of City Manager effective June 15, 2009. After interviewing two candidates, the Council unanimously voted to appoint Ms. Beth Groves as the Interim City Manager. Ms Groves will begin her employment with the City of Norco on June 18, 2009.

FISCAL IMPACT: The cost of salaries and benefits for the position of the City Manager is included in the Fiscal Year 2009-2010 Operating Budget for the City and Redevelopment Agency.

/bj-72838
Attachment: Employment Agreement

EMPLOYMENT AGREEMENT

This Agreement is effective June 18, 2009 by and between the City of Norco, a municipal corporation (hereinafter "City") and Beth Groves, an individual (hereinafter "Groves").

The parties hereto agree as follows:

1. RECITALS: This Agreement is made and entered into with respect to the following facts:

   a. That City desires to obtain the services of a qualified individual to act as the Interim City Manager for said City; and

   b. Based on Groves's education, training and experience, the City Council determined that Groves is well qualified to perform the duties assigned to the office of City Manager.

   c. That Groves has agreed to perform the same on the terms and conditions hereinafter set forth; and

   d. That the public interest, convenience and necessity require the execution of this Agreement.

2. TERM: Groves is willing to serve as Interim City Manager for six consecutive months. If no alternate action is taken by the City Council or Groves, the interim status will end and the term of the City Manager agreement will automatically extend for an additional six months under the existing provisions. Thereafter, the term of this Agreement shall be for a period not exceeding one year commencing on June 18, 2010 and shall be renewed each year on June 18, unless the City Council chooses not to do so. If extended, the renewal shall be for one additional year, unless otherwise agreed by the parties. In the event the City Council takes no action either to renew the Agreement, or to notify Groves that it will not extend the Agreement, then the Agreement will automatically be extended one year. Nothing in this Agreement shall prevent, limit or otherwise interfere with the rights of Groves to resign at any time from her position with City, subject only to the provisions set forth in this Agreement.

3. OTHER EMPLOYMENT: Groves may engage in part-time teaching (one class per quarter) provided that such employment does not conflict with performance under this agreement.

4. TERMINATION: This Agreement may be terminated by:

   a. Mutual agreement of the parties hereto, expressed in writing; or

   b. Forty-five day written notice given by Groves. The said termination shall be effective upon the forty-sixth day after the giving of such notice; or

c. Unilateral action of the City Council. In the event the involuntary termination is not for cause during the interim period, Groves shall receive a total of one month severance pay, including all fringe benefits and accrued leaves. After the interim period, Groves shall receive a total of six months severance pay, including all fringe benefits and accrued leaves. In the event that said involuntary termination is for cause, Groves shall be entitled to compensation for that period actually worked prior to said termination, plus all accrued and vested benefits.

5. COMPENSATION: Groves shall be required to devote her full time (other than as stipulated in section 3 of this Agreement)) to the position of City Manager. For and in consideration of Groves' services to be rendered pursuant to this Agreement, her salary is hereby established at the annual salary rate of $142,363.54 which shall be paid in the manner and at the same times as other salaries of the City employees are paid. After each annual evaluation of Groves as required below, the City Council shall review her salary level and approve any adjustment determined to be appropriate based on performance. City agrees not to reduce the salary or fringe benefits of Groves at any time during employment.

6. BENEFITS: Groves shall be provided with the following benefits in addition to the compensation specified in Paragraph 4 above:

a. LEAVE: Upon completion of the initial six months service, Groves shall be credited with 40 hours of administrative leave and 60 hours of vacation leave. Thereafter, administrative leave shall be accrued at a rate of 6.67 hours per month and vacation leave at a rate of 10 hours per month. Unused administrative leave days may not be carried over from one contract year to the next. Vacation days accrued but not taken may be carried over from one contract year to the next up to a maximum of 240 hours. Sick leave shall accrue at the same rate as City department heads. Any vacation leave to be taken that exceeds one week must be approved in advance by the City Council.

b. INSURANCE: Groves shall receive the same benefits of life, dental, health, vision, disability, and worker's compensation as is now, or which may hereafter be, in effect for the department heads of the City, except Groves shall also receive term life insurance coverage in the amount of $125,000 during the period covered by this Agreement.

c. AUTOMOBILE ALLOWANCE: Groves shall receive a monthly automobile allowance of $500.

d. DEFERRED COMPENSATION: Groves shall be entitled to participate in the City's 457 Deferred Compensation Plan.

e. PERS RETIREMENT: City shall pay Groves' 8% share in PERS, 2.7% at 55 Retirement Formula.

7. PERFORMANCE EXPECTATIONS AND EVALUATION:

   a. The City shall make a reasonable effort to review and evaluate Groves' performance at least annually in the month of May during the term of this Agreement. Said review and evaluation shall address specific criteria developed jointly by the City Council and Groves. Further, the Mayor shall provide Groves with a summary written statement of findings of the evaluation and provide an adequate opportunity for Groves to discuss her evaluation with the City Council in closed session. Failure to perform the annual evaluation shall not be a condition to any termination pursuant to Section 4, hereof.

   b. The City Council and Groves shall define the goals and performance objectives that they determine necessary for the proper operation of the City and for the attainment of the City Council's policy objectives. The City Council shall further establish a relative priority among those goals and objectives and shall establish the priorities in writing.

8. OFFICE AND PROFESSIONAL DEVELOPMENT EXPENSES: City agrees to budget and to pay for the professional dues of Groves necessary for her membership in International City/County Management Association (ICMA). City also agrees to pay for her travel expenses for professional and official travel, meetings, and occasions including annual conferences hosted by the League of California Cities, and any other national, regional, state, and local government groups and committees that she may participate in through the course of her work on behalf of the City.

9. INDEMNIFICATION: City shall defend, hold harmless, and indemnify Groves against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of her duties in accordance with California Government Code Section 825 and other applicable provisions of state law. City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered therefrom.

10. BONDING: The City shall bear the full cost of any fidelity or other bonds required of Groves under any applicable law or ordinance.

11. OTHER TERMS AND CONDITIONS: All provisions of the Norco Municipal Code and regulations and rules of the City related to other fringe benefits and working conditions as they now exist or hereafter may be amended, shall also apply to Groves as they would to any department head of the City, in addition to the benefits enumerated herein.

12. GENERAL PROVISIONS:

a. The text herein shall constitute the entire Agreement between two parties.

b. This Agreement shall be binding upon and shall inure to the benefits of the heirs at law and executors or administrators of the estate of Groves.

13. NOTICES:

a. CITY: Mayor of the City of Norco
2870 Clark Avenue
Norco CA 92860

b. ALLRED: Beth Groves
2870 Clark Avenue
Norco, CA 92860

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as applicable to civil judicial process. Notice shall be deemed given as of the date of personal service, or if by mail, pursuant to the provisions of the California Code of Civil Procedure, Section 1013. The address for service of any party hereto may be changed at any time by giving written notice to the other party.

Executed on _____, 2009 at Norco, California.

CITY OF NORCO

BY: _____
Kathy Azevedo, Mayor

_____
Beth Groves

ATTEST:

_____
Brenda Jacobs, City Clerk

APPROVED AS TO FORM:

_____
John Harper, City Attorney

/jk -

ACTION AGENDA
CITY OF NORCO

PLANNING COMMISSION
CITY COUNCIL CHAMBERS – 2820 CLARK AVENUE
REGULAR MEETING
JUNE 10, 2009

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1. CALL TO ORDER: **7:00 p.m.**

2. ROLL CALL: **Chair Wright, Commissioners Newton, Hedges and Harris, (Vice-Chair Jaffarian absent)**

3. STAFF PRESENT: **Planning Manager King, Senior Planner Robles, Executive Secretary Dvorak**

4. PLEDGE OF ALLEGIANCE: **Commission Member Hedges**

5. APPEAL NOTICE: **Read by staff**

6. HEARING FROM THE AUDIENCE ON ITEMS NOT LISTED ON THE AGENDA: **None**

7. APPROVAL OF MINUTES: **Minutes of May 27, 2009: Approved 4-0 as written**

8. CONTINUED ITEMS: **None**

9. PUBLIC HEARINGS: **None**

10. BUSINESS ITEMS: 2009 Land Use Element Update Draft Recommendation: Review and Comment (PM King): **Comments received on this item will be incorporated. This was review of the first half of the Draft Land Use Element. The second half will be presented for review and comments at the meeting of June 24, 2009. The entire Draft Land Use Element will then be scheduled for a public hearing before the Planning Commission and then before the City Council.**

11. CITY COUNCIL:
    A. City Council Action Minutes dated May 20, 2009: **Received and filed.**

    B. City Council Minutes dated June 3, 2009: **Received and filed. Commissioner Newton inquired about Rob Koziel's withdrawal of an appeal to the City Council of the Planning Commission's denial for use of the outdoor patio for his establishment.**

12. PLANNING COMMISSION: Oral Reports from Representatives on Various Committees/Commissions: **None**

13. STAFF:

    A. Current Work Program: **Received and filed.**

14. OTHER MATTERS: **Commissioner Hedges inquired about a status on the property located at the northeast corner of Sixth Street and Valley View, where several vehicles are still being displayed for sale. Staff reported that the owner has been contacted and has agreed that the lot should be posted for "no parking", which will allow vehicles to be towed at the owners expense.**

    Commissioner Harris noted that there are still two-story accessory buildings being built. Staff reported that these buildings can still be permitted until Zone Code Amendment 2008-09 is approved. Staff indicated that amendments to the specific plans relating to the size accessory buildings will be brought forward following approval of Zone Code Amendment 2008-09.

15. ADJOURNMENT: **8:10 p.m.**

/sd/adr-72835

CITY OF NORCO
STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Ando Okoro, Deputy City Manager/Director of Finance

PREPARED BY: Steve King, Planning Manager

DATE: June 17, 2009

SUBJECT: City-Initiated Proposal to Amend Title 18 (Zoning) of the Norco Municipal Code to Regulate the Size of Accessory Buildings Allowed in Agricultural and Residential Zones (Zone Code Amendment 2008-09).

RECOMMENDATION: Adopt Ordinance No. ___ for first reading.

SUMMARY: A recent code amendment changed the determination of building coverage in agricultural (A) lots based on the flat pad area rather than the lot size. There is, however, still potential for lots that are now animal-keeping to be rendered as non-animal-keeping lots because of the lack of restriction on the size of individual accessory buildings. This Zone Code Amendment (ZCA 2008-09) proposes regulations on the size, height, and number of accessory buildings based on a graduated scale that takes into account the different sizes of pad areas and the ability to accommodate different sizes of accessory buildings without becoming a negative impact to residences, neighbors, and neighborhoods.

BACKGROUND: Through a series of meetings the Planning Commission considered different approaches for controlling the size of accessory buildings. Slide presentations showed that there is still potential for lots that now accommodate animal-keeping to be rendered as non-animal-keeping lots even after the 40 percent pad coverage limitation. This is primarily because with more than one building, more area of the pad is eaten up in required setback areas between buildings and from property lines; and, while open, these setback areas are generally not useful for animal-keeping.

The solution is more complicated than just reducing the allowed coverage of a pad to something less than 40 percent. On lots with small pad areas, too much reduction in allowed coverage means that many lots would not be able to have any type of accessory building; and on lots with larger pad areas more restrictions on pad coverage would have no real function or purpose.

Excessively large accessory buildings can overwhelm the primary residence on a property, or on a neighbor's property, and can overwhelm a neighborhood as well. It also has the potential to restrict the animal-keeping potential on a lot if not properly

controlled. There were two workshop discussions at the March 11, 2009 and April 8, 2009 Planning Commission meetings and the result is a system based on a graduated scale that as the flat pad area gets bigger, the allowed maximum size of one accessory building increases as well. Approval of minor or major CUPs could allow for larger buildings, or more than one, depending on the size of the pad area.

The goals the City wants to achieve through the control of excessively large accessory buildings are to:

1. Protect animal-keeping rights as a primary use in residential zones in the City;
2. Control the size of accessory buildings so that they do not overwhelm the main residence (or a neighboring residence) and do not overwhelm neighborhood aesthetics; and
3. Control the size, design, and location of accessory buildings so that they do not become eyesores in the community.

These are consistent with the goals of the General Plan Land Use Element to preserve the City's small plot agricultural/animal-keeping lifestyle. This final draft amendment to control the size and number of accessory buildings has been designed and worked through with that goal in mind.

ANALYSIS: It is not the intent of this zone code amendment to preclude any use of an accessory building that is currently allowed in the Code (i.e., a building for parking a recreational vehicle or a large barn). The intent is that regardless of the use, there will still be an adequate area left over for animal keeping, and that the proposed building will not overpower a neighborhood, impact neighboring properties, or become an eyesore to the neighborhood or community.

The final concept that the Planning Commission and staff devised added provisions to control the overall number and height of buildings as well as the maximum size. Lots are categorized into three groups based on the size of the flat pad area (10,000 sq. ft. and below, greater than 10,000 and up to and including 20,000 sq. ft., and over 20,000 sq. ft.).

In the first category (10,000 sq. ft. and smaller), the allowed size of an accessory building is determined by the allowed size within the 40 percent flat pad cover restriction, except that the footprint of an accessory building cannot exceed the footprint of the main residence. For these smaller pad areas the size of the house is kept in consideration because this is where the potential for having an overbearing accessory building is most acute, given the limited pad size.

In the second category the allowed size of an accessory building increases as the pad size increases. For every increase of 500 square feet in pad size the allowed increase in accessory building size is 10 square feet (ref. Exhibit "A" – Accessory Building Sizing

Chart, Pad Sizes over 10,000 and up to 20,000 sq. ft.). In the third category (pad size larger than 20,000 sq. ft.) the allowed size of an accessory building increases at an accelerated rate. For every increase of 500 square feet of pad area there would be an allowed increase of 25 sq. ft. of accessory building (ref. Exhibit "B" – Accessory Building Sizing Chart, Pad Sizes Greater than 20,000 sq. ft.).

In the third category (larger pad sizes) the recommendation is that, as the accessory building increases in size, the setback requirements be increased exponentially. For every increase of 50 square feet in the size of the accessory building (starting from a base size of 2,200 square feet) there is an additional one-foot added to the normal setback requirements. For example, on a lot with a 40,000 square-foot pad area, the allowed size of an accessory building would be 3,200 square feet and the setback requirements would change as follows:

> Interior side yard: minimum 25 feet from each side property line (normally 5).
> Street-side side yard: minimum 35 feet from right-of-way (normally 15).
> Rear yard: 25 feet from property line (normally 5).
> Distance from main dwelling and other buildings: 30 feet (normally 10).

If a pad size could accommodate an accessory building of 3,200 square feet, but the building could not meet these increased setbacks, the size of the accessory building would be limited by the setback requirements rather than the size of the pad. The requirement for an increased setback is to make sure that very large accessory buildings cannot be located such that they become eyesores to neighbors or the community, or give a neighborhood an industrial feel.

As proposed, the maximum size for an accessory building is 3,200 square feet without approval of a major CUP by the Planning Commission and any accessory building over 120 square feet would be required to have architectural approval prior to issuance of a building permit. It has been proposed that the height of an accessory building not exceed 25 feet or two feet above the height of the primary residence on site, whichever is the lesser. Then, every additional foot in height would require an additional foot of setback added to the standard setback requirements of the zone to a maximum of 35 feet. Anything over 35 feet would not be allowed.

In summary the changes to the Code regarding the size, height, and number of accessory buildings that are being recommended are as follows. They are also compared in the attached table (ref. Exhibit "C" – Regulation of Accessory Buildings).

1. For lots with pad areas 10,000 square feet or less the maximum size of an accessory building will be that which the 40percent pad coverage will allow but an accessory building cannot exceed the footprint size of the primary dwelling on site without approval of a minor CUP by the Planning Commission.

1a. An accessory building could exceed the maximum size of the primary dwelling on a lot with a pad area of 10,000 square feet or smaller only upon approval of a minor CUP by the Planning Commission.

1b. Existing legal accessory buildings at the time of adoption of this ordinance shall be considered in total toward the maximum allowed square-footage of an accessory building, with an allowance for an addition to an existing building up to the maximum square footage allowed.

2. For lots with pad areas greater than 10,000 square feet up to and including 20,000 square feet, one accessory building is allowed up to the maximum allowed size determined by the corresponding size matrix.

2a. Any additional accessory buildings within the allowed 40percent pad coverage that exceeds 400 square feet shall require approval of a minor CUP by the Planning Commission.

2b. Additional accessory buildings (within the allowed sizes and numbers) can only be permitted provided that a cohesive open area is maintained that is equal to 576 square feet multiplied by the allowed number of animal units on a given lot, and that such area is generally rectangular and minimally 30 feet wide at its narrowest point.

2c. Existing legal accessory buildings at the time of adoption of this ordinance that exceed 400 square feet shall be considered in total toward the maximum allowed square footage of an accessory building, with an allowance for an additional accessory building or addition to an existing building up to the maximum allowed square footage provided that all needed use permits have been obtained and the open area required in 2b above is maintained.

3. For lots with pad areas greater than 40,000 square feet, one accessory building is allowed up to the maximum allowed size determined by the corresponding size matrix. For lots with pad sizes that exceed the size matrix, the maximum allowed size for one accessory building without an approved CUP shall be 3,200 square feet.

3a. Any additional accessory buildings within the allowed 40percent pad coverage that exceed 400 square feet shall require approval of a minor CUP by the Planning Commission.

3b. An accessory building can exceed 3,200 square feet only upon approval of a major CUP by the Planning Commission, and only if the pad size exceeds 40,000 square feet and the total combined square footage of all buildings does not exceed the 40percent maximum coverage requirement.

3c. On lots where the pad size exceeds 20,000 square feet (allowed accessory building size of 2,200 square feet), for every increase in size of a proposed accessory building of 50 square feet there shall be a corresponding one-foot required setback increase over the normal setback requirements of the applicable zone.

3d. Additional accessory buildings (within the allowed sizes and numbers) can only be permitted provided that a cohesive open area is maintained that is equal to 576 square feet multiplied by the allowed number of animal units on a given lot,

and that such area is generally rectangular and minimally 30 feet wide at its narrowest point.

3e. Existing legal accessory buildings at the time of adoption of this ordinance that exceed 400 square feet shall be considered in total toward the maximum allowed square footage of an accessory building, with an allowance for an additional accessory building or addition to an existing building up to the maximum allowed square footage provided that all needed use permits have been obtained and the open area required in 3d above is maintained.

4. The maximum height of any accessory building shall be 25 feet or the height of the primary residence plus two feet, whichever is the lesser. An accessory building can exceed maximum allowed height only upon approval of a minor CUP by the Planning Commission and only up to a maximum height of 35 feet. For every increase in height of one foot over the allowed maximum height (without a CUP) there shall be required a corresponding one-foot required setback increase over the normal setback requirements of the applicable zone. (For proposed accessory buildings that require increased setbacks for both the proposed size and height of the building, the greater of the two shall apply).

5. Architectural review and approval is required for all accessory buildings that require a building permit (buildings that exceed 120 square feet).

Based on the information presented in this report, Planning Commission and staff are recommending that the City Council adopt Ordinance ___ approving Zone Code Amendment 2008-09.

/sk-72791

Attachments: Ordinance ___
PC Resolution 2009-10
Exhibit "A" – Accessory Building Sizing Chart,
Pad Sizes 10,000 Square Feet to 20,000 Square Feet
Exhibit "B" – Accessory Building Sizing Chart, Pad Sizes Greater than 20,000 Square Feet
Exhibit "C" – Regulation of Accessory Buildings Table
Exhibit "D" – Slide Presentation
Exhibit "E" – PC Minutes, 3-11-09
Exhibit "F" – PC Minutes, 4-08-09

ORDINANCE NO. ___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORCO APPROVING AN AMENDMENT TO TITLE 18, CHAPTERS 18.12 AND 18.13 OF THE NORCO ZONING CODE REGARDING THE SIZE OF ACCESSORY BUILDINGS ALLOWED IN AGRICULTURAL AND RESIDENTIAL ZONES AND ANY RELATED CROSS-REFERENCES IN OTHER CHAPTERS AS NEEDED. ZONE CODE AMENDMENT 2008-09.

WHEREAS, the CITY OF NORCO initiated Zone Code Amendment 2008-09, an amendment to Norco Municipal Code Title 18 (Zoning Code), to regulate the size of accessory buildings in the Agricultural and Residential zones; and

WHEREAS, a first recommended proposal to regulate the size of accessory buildings was duly submitted to the City Council for a decision at a public hearing on January 21, 2009; and

WHEREAS, said proposal was remanded to the Planning Commission for further review, discussion, and revision; and

WHEREAS, new proposals for addressing the size of accessory buildings were presented and revised through a series of workshop meetings held during regular Planning Commission meetings on March 11, 2009 and April 8, 2009; and

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

WHEREAS, the Zone Code Amendment was scheduled for public hearing on April 29, 2009 on or about 7 p.m. in the Council Chambers at 2820 Clark Avenue, Norco, California 92860; and

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

WHEREAS, based on findings of fact, the Planning Commission adopted Resolution 2009-10 recommending to the City Council that Zone Code Amendment 2008-09 be approved for reasons set forth in said Resolution; and

WHEREAS, hearing of said Zone Code Amendment was duly noticed and scheduled for public hearing by the City Council at its meeting of June 3, 2009, on or about 7 p.m. in the Council Chambers of the Norco City Hall, 2820 Clark Avenue, Norco, California, 92860; and

WHEREAS, said hearing was thereby continued to June 17, 2009 without the public hearing being opened and without the City Council accepting any oral or written testimony; and

WHEREAS, on June 17, 2009 said City Council held a public hearing and received oral and written testimony pertaining to said Zone Code Amendment; and

WHEREAS, the City of Norco acting as the Lead Agency has determined that the project is exempt from the California Environmental Quality Act (CEQA) and the City of Norco Environmental Guidelines pursuant to Category 5.

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

Title 18 (Zoning) of the Norco Municipal Code be revised as follows:

Section 18.12.30 Size of Accessory Buildings.
(ref. Section 18.30.48)

Section 18.13.29 Size of Accessory Buildings.
(ref. Section 18.30.48)

Section 18.15.30 Size of Accessory Buildings.
(ref. Section 18.30.48)

18.30.48 Size of Accessory Buildings.

(1) Intent and Purpose. These regulations are intended to provide uniform criteria to control the size of allowed accessory buildings in order to preserve the City's small plot agricultural/animal-keeping lifestyle.

(2) Applicability. The standards established in this section shall govern the size of accessory buildings in all zones designated with either an "A" (Agriculture) or an "R" (Residential).

(3) Definitions.
(a) Building coverage. Any building that requires a building permit is calculated in the overall building coverage of the flat pad area.
(b) Flat pad area. The "flat" part of the lot with a percentage of slope that does not exceed 4 percent. (Ord. 793, 2002). For building coverage purposes where a sloped area that is greater than 4 percent is graded to be 4 percent or less, the additional graded area is considered part of the flat pad if the new graded area meets the minimum Primary Animal-Keeping Area (PAKA) criteria established in Section 18.13.11.

(4) Maximum Allowed Size.
(a) Lots with Flat Pad Areas Equal to 10,000 Square Feet or Less. The maximum size of one accessory building shall be the largest building that can be accommodated within an allowed building coverage of 40 percent of the flat pad area but cannot exceed the footprint square footage of the primary dwelling. An accessory building can only exceed the maximum allowed size provided that a minor conditional use permit has been approved by the Planning Commission and the allowed pad coverage does not exceed 40 percent coverage.
(b) Lots with Flat Pad Areas that Exceed 10,000 Square Feet up to and Including 20,000 Square Feet. The maximum size of one accessory building shall be determined by the corresponding size matrix.
(c) Lots with Flat Pad Areas that Exceed 20,000 Square Feet. The maximum size of one accessory building shall be determined by the corresponding size matrix. For lots with flat pad areas that exceed the matrix, the maximum allowed size for one accessory building shall be 3,200 square feet without approval of a conditional use permit by the Planning Commission. An accessory building in this category can only exceed 3,200 square feet provided that a major conditional use permit has been approved by the Planning Commission and provided that the flat pad area is 40,000 square feet or larger and the total square footage of all buildings does not exceed 40 percent coverage. On lots where the flat pad size exceeds 20,000 square feet (allowed accessory building of 2,200 square feet), for every allowed increase in size of a proposed accessory building of 50 square feet there shall be a corresponding one-foot increase in the required setbacks (excluding the front yard setback) of the applicable zone.

(5) Additional Accessory Buildings.
(a) Lots with Flat Pad Areas Equal to 10,000 Square Feet or Less. Only one accessory building up to the maximum size as determined in (4) above is allowed.
(b) Lots with Flat Pad Areas that Exceed 10,000 Square Feet up to and Including 20,000 Square Feet. Any additional accessory building within the allowed 40 percent flat pad coverage that exceeds 400 square feet shall require approval of a minor conditional use permit by the Planning Commission. Additional accessory buildings can only be permitted provided that a cohesive open flat pad area is maintained on the lot in question that is equal to 576 square feet multiplied by the allowed number of animal units on the lot in question, and that such area is rectangular in nature and minimally 30 feet wide at its narrowest point.
(c) Lots with Flat Pad Areas that Exceed 20,000 Square Feet. Any additional accessory building within the allowed 40 percent flat pad coverage that exceeds 400 square feet shall require approval of a minor conditional use permit by the Planning Commission. Additional accessory buildings can only be permitted provided that a cohesive open flat pad area is maintained on the lot in question that is equal to 576 square feet multiplied by the allowed number of animal units on the lot in question, and that such area is rectangular in nature and minimally 30 feet wide at its narrowest point.

(6) Existing Accessory Buildings.
(a) Lots with Flat Pad Areas Equal to 10,000 Square Feet or Less. Existing legal accessory buildings at the time of adoption of these regulations shall be considered in total toward the maximum allowed square-footage of the one allowed accessory building with the provision, where applicable, for an addition to any existing accessory building that would bring the total square footage of all accessory buildings up to the maximum allowed square footage.
(b) Lots with Flat Pad Areas that Exceed 10,000 Square Feet. Existing legal accessory buildings at the time of adoption of these regulations that exceed 400 square feet shall be considered in total toward the maximum allowed square-footage of an accessory building with the provision, where applicable, for an additional accessory building or addition to an existing accessory building that would bring the total square footage of all accessory buildings up to the maximum allowed square footage, provided that any needed use permits have been obtained, and that the required open area for animal-keeping has been maintained.

(7) Maximum Allowed Height. The maximum allowed height of any accessory building shall be 25 feet or the height of the primary residence plus two feet, whichever is the lesser. An accessory building can exceed the maximum allowed height only upon approval of a minor conditional use permit by the Planning Commission and only up to a maximum height of 35 feet. For every increase in height of one foot over the allowed maximum height (without a conditional use permit) there shall be a corresponding required one-foot increase in the required setbacks (excluding the front yard setback) of the applicable zone.

(8) Required Increased Setbacks. For proposed accessory buildings that require increased setbacks for both the proposed height and size of the building, only the greater of the two shall apply.

(9) Architectural Review. Architectural review and approval is required by the Planning Division, except where building approval is otherwise required by the Planning Commission, for any proposed accessory building that requires a building permit (greater than 120 square feet).

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

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

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

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held June 17, 2009.

_____
Mayor of the City of Norco, California

ATTEST:

_____
Brenda K. Jacobs, City Clerk
City of Norco, California

I, BRENDA K. JACOBS, 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 June 17, 2009 and thereafter at a regular meeting of said City Council duly held on July 1, 2009, 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 July 1, 2009.

_____
Brenda K. Jacobs, City Clerk
City of Norco, California

/sk-72794

RESOLUTION NO. 2009-10

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF NORCO RECOMMENDING THAT THE CITY COUNCIL APPROVE ZONE CODE AMENDMENT 2008-09 AMENDING CHAPTERS 18.12, 18.13, AND 18.15, ADDING SECTION 18.30.48 WITH ANY RELATED CROSS-REFERENCES IN OTHER CHAPTERS AS NEEDED REGARDING THE SIZE OF ACCESSORY BUILDINGS ALLOWED IN AGRICULTURAL AND RESIDENTIAL ZONES. ZONE CODE AMENDMENT 2008-09.

WHEREAS, the CITY OF NORCO initiated Zone Code Amendment 2008-09, an amendment to Norco Municipal Code Title 18 (Zoning Code), to regulate the size of accessory buildings in the Agricultural and Residential zones; and

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

WHEREAS, the Zone Code Amendment was scheduled for public hearing on November 12, 2008 on or about 7 p.m. in the Council Chambers at 2820 Clark Avenue, Norco, California 92860; and

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

WHEREAS, the Planning Commission adopted Resolution 2008-33 recommending to the City Council that Zone Code Amendment 2008-09 be adopted; and

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

WHEREAS, on January 28, 2009 the City Council remanded the proposed zone code amendment to the Planning Commission for further discussion and revision; and

WHEREAS, after workshop sessions during regularly scheduled meeting dates on March 11, 2009 and April 8, 2009, Zone Code Amendment 2008-09 was re-advertised and scheduled for public hearing on April 29, 2009 on or about 7 p.m. in the Council Chambers at 2820 Clark Avenue, Norco, California 92860; and

WHEREAS, at the time set, the Planning Commission held a public hearing and received both oral and written testimony pertaining to the Zone Code Amendment and adopted Resolution 2009-10 recommending to the City Council that Zone Code Amendment 2008-09, as revised, be adopted; and

WHEREAS, the City of Norco acting as the Lead Agency has determined that the project is exempt from the California Environmental Quality Act (CEQA) and the City of Norco Environmental Guidelines pursuant to Category 8.

NOW, THEREFORE, the Planning Commission of the City of Norco does hereby make the following FINDINGS AND DETERMINATIONS:

I. FINDINGS:

A. The proposed Zone Code Amendment is consistent with, and not contrary to, the Norco General Plan or the Zoning Code since the project addresses development standards that do not impact the land use or density of permitted uses in the A-1 zone.

B. The Zoning Code regulates the location and size of accessory buildings to preserve the rural nature of the community, the outdoor recreational potential of the community, and the small plot agricultural/animal-keeping/equestrian lifestyle that the City was founded on.

C. The project (proposed amendment) has been determined to be exempt from the California Environmental Quality Act and the City of Norco Environmental Guidelines pursuant to Category 8.

II. DETERMINATION: NOW THEREFORE, the Planning Commission for the City of Norco assembled April 29, 2009 hereby recommends to the City Council of the City of Norco that Zone Code Amendment 2008-09 be adopted, thereby amending the Norco Municipal Code as follows:

Section 18.12.30 Size of Accessory Buildings.
(ref. Section 18.30.48)

Section 18.13.29 Size of Accessory Buildings.
(ref. Section 18.30.48)

Section 18.15.30 Size of Accessory Buildings.
(ref. Section 18.30.48)

18.30.48 Size of Accessory Buildings.

(1) ***Intent and Purpose****. These regulations are intended to provide uniform criteria to control the size of allowed accessory buildings in order to preserve the City's small plot agricultural/animal-keeping lifestyle.*

(2) ***Applicability.*** *The standards established in this section shall govern the size of accessory buildings in all zones designated with either an "A" (Agriculture) or an "R" (Residential).*

(3) ***Definitions.***
(a) ***Building coverage.*** *Any building that requires a building permit is calculated in the overall building coverage of the flat pad area.*
(b) ***Flat pad area.*** *The "flat" part of the lot with a percentage of slope that does not exceed 4 percent. (Ord. 793, 2002). For building coverage purposes where a sloped area that is greater than 4 percent is graded to be 4 percent or less, the additional graded area is considered part of the flat pad if the new graded area meets the minimum Primary Animal Keeping Area (PAKA) criteria established in Section 18.13.11.*

(4) ***Maximum Allowed Size.***
(a) ***Lots with Flat Pad Areas Equal to 10,000 Square Feet or Less****. The maximum size of one accessory building shall be largest building that can be accommodated within an allowed building coverage of 40 percent of the flat pad area but cannot exceed the footprint square footage of the primary dwelling. An accessory building can only exceed the maximum allowed size provided that a minor conditional use permit has been approved by the Planning Commission and the allowed pad coverage does not exceed 40 percent coverage.*
(b) ***Lots with Flat Pad Areas that Exceed 10,000 Square Feet up to and Including 20,000 Square Feet.*** *The maximum size of one accessory building shall be determined by the corresponding size matrix.*
(c) ***Lots with Flat Pad Areas that Exceed 20,000 Square Feet.*** *The maximum size of one accessory building shall be determined by the corresponding size matrix. For lots with flat pad areas that exceed the matrix, the maximum allowed size for one accessory building shall be 3,200 square feet without approval of a conditional use permit by the Planning Commission. An accessory building in this category can only exceed 3,200 square feet provided that a major conditional use permit has been approved by the Planning Commission and provided that the flat pad area is 40,000 square feet or larger and the total square footage of all buildings does not exceed 40 percent coverage. On lots where the flat pad size exceeds 20,000 square feet (allowed accessory building of 2,200 square feet), for every allowed increase in size of a proposed accessory building of 50 square feet there shall be a corresponding one-foot increase in the required setbacks (excluding the front yard setback) of the applicable zone.*

(5) ***Additional Accessory Buildings.***
(a) ***Lots with Flat Pad Areas Equal to 10,000 Square Feet or Less****. Only one accessory building up to the maximum size as determined in (4) above is allowed.*
(b) ***Lots with Flat Pad Areas that Exceed 10,000 Square Feet up to and Including 20,000 Square Feet.*** *Any additional accessory building within the allowed 40 percent flat pad coverage that exceeds 400 square feet shall require*

approval of a minor conditional use permit by the Planning Commission. Additional accessory buildings can only be permitted provided that a cohesive open flat pad area is maintained on the lot in question that is equal to 576 square feet multiplied by the allowed number of animal units on the lot in question, and that such area is rectangular in nature and minimally 30 feet wide at its narrowest point.
(c) ***Lots with Flat Pad Areas that Exceed 20,000 Square Feet.*** *Any additional accessory building within the allowed 40 percent flat pad coverage that exceeds 400 square feet shall require approval of a minor conditional use permit by the Planning Commission. Additional accessory buildings can only be permitted provided that a cohesive open flat pad area is maintained on the lot in question that is equal to 576 square feet multiplied by the allowed number of animal units on the lot in question, and that such area is rectangular in nature and minimally 30 feet wide at its narrowest point.*

(6) ***Existing Accessory Buildings.***
(a) ***Lots with Flat Pad Areas Equal to 10,000 Square Feet or Less****. Existing legal accessory buildings at the time of adoption of these regulations shall be considered in total toward the maximum allowed square-footage of the one allowed accessory building with the provision, where applicable, for an addition to any existing accessory building that would bring the total square footage of all accessory buildings up to the maximum allowed square footage.*
(b) ***Lots with Flat Pad Areas that Exceed 10,000 Square Feet.*** *Existing legal accessory buildings at the time of adoption of these regulations that exceed 400 square feet shall be considered in total toward the maximum allowed square-footage of an accessory building with the provision, where applicable, for an additional accessory building or addition to an existing accessory building that would bring the total square footage of all accessory buildings up to the maximum allowed square footage, provided that any needed use permits have been obtained, and that the required open area for animal-keeping has been maintained.*

(7) ***Maximum Allowed Height.*** *The maximum allowed height of any accessory building shall be 25 feet or the height of the primary residence plus two feet, whichever is the lesser. An accessory building can exceed the maximum allowed height only upon approval of a minor conditional use permit by the Planning Commission and only up to a maximum height of 35 feet. For every increase in height of one foot over the allowed maximum height (without a CUP) there shall be a corresponding required one-foot increase in the required setbacks (excluding the front yard setback) of the applicable zone.*

(8) ***Required Increased Setbacks.*** *For proposed accessory buildings that require increased setbacks for both the proposed height and size of the building, only the greater of the two shall apply.*

(9) ***Architectural Review.*** *Architectural review and approval is required by the Planning Division, except where building approval is otherwise required by the*

Planning Commission, for any proposed accessory building that requires a building permit (greater than 120 square feet).

PASSED AND ADOPTED by the Planning Commission of the City of Norco at a regular meeting held April 29, 2009.

Robert E. Wright, Chairman
Planning Commission
City of Norco, California

ATTEST:

Steve King, Secretary
Planning Commission
City of Norco, California

I HEREBY CERTIFY that the foregoing Resolution was duly and regularly passed and adopted by the Planning Commission of the City of Norco at a regular adjourned meeting held April 29, 2009 by the following roll call vote:

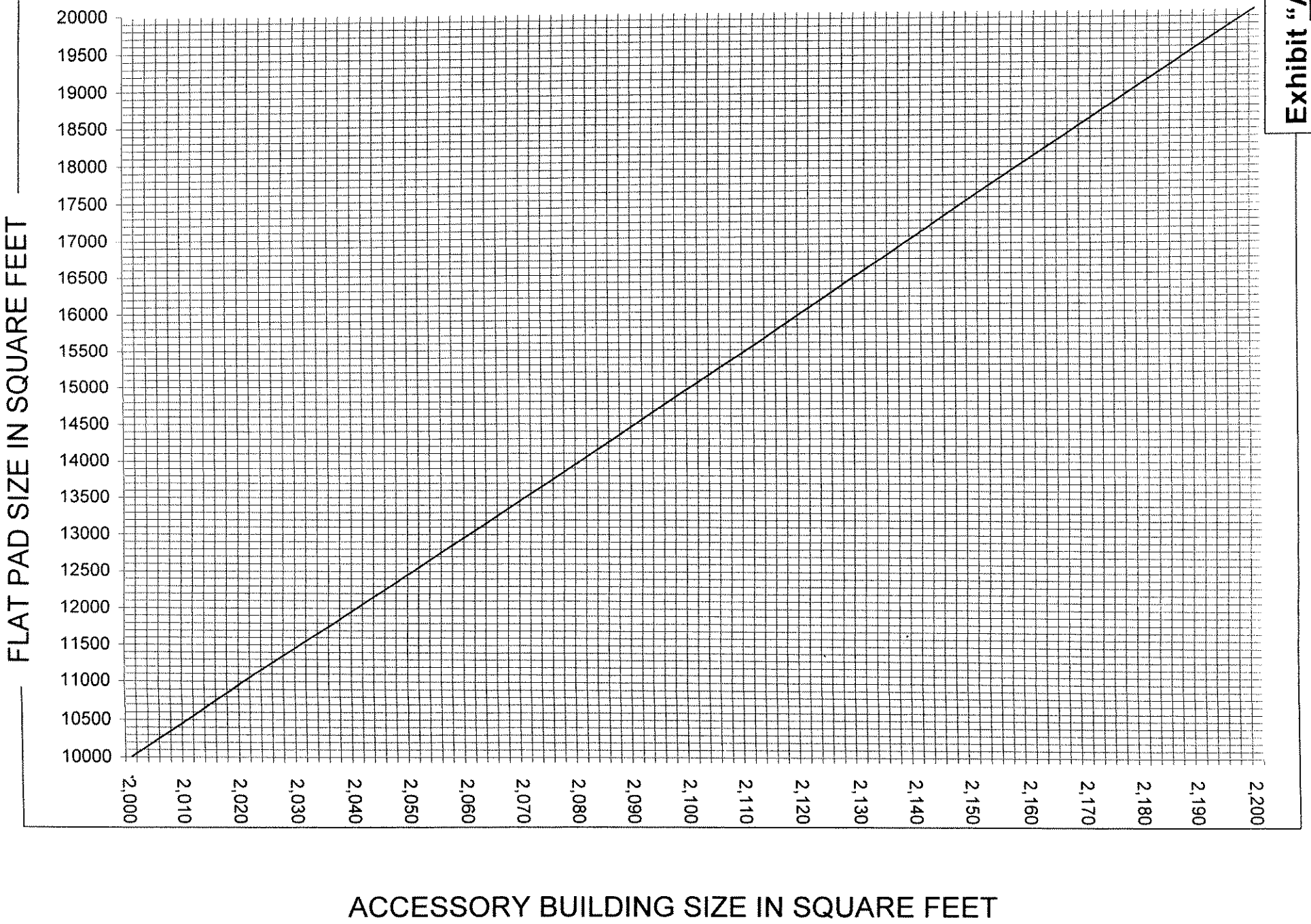
AYES: Harris, Newton and Wright
NOES: None
ABSENT: Hedges, Jaffarian
ABSTAIN: None

Steve King, Secretary
Planning Commission

/sk-72375

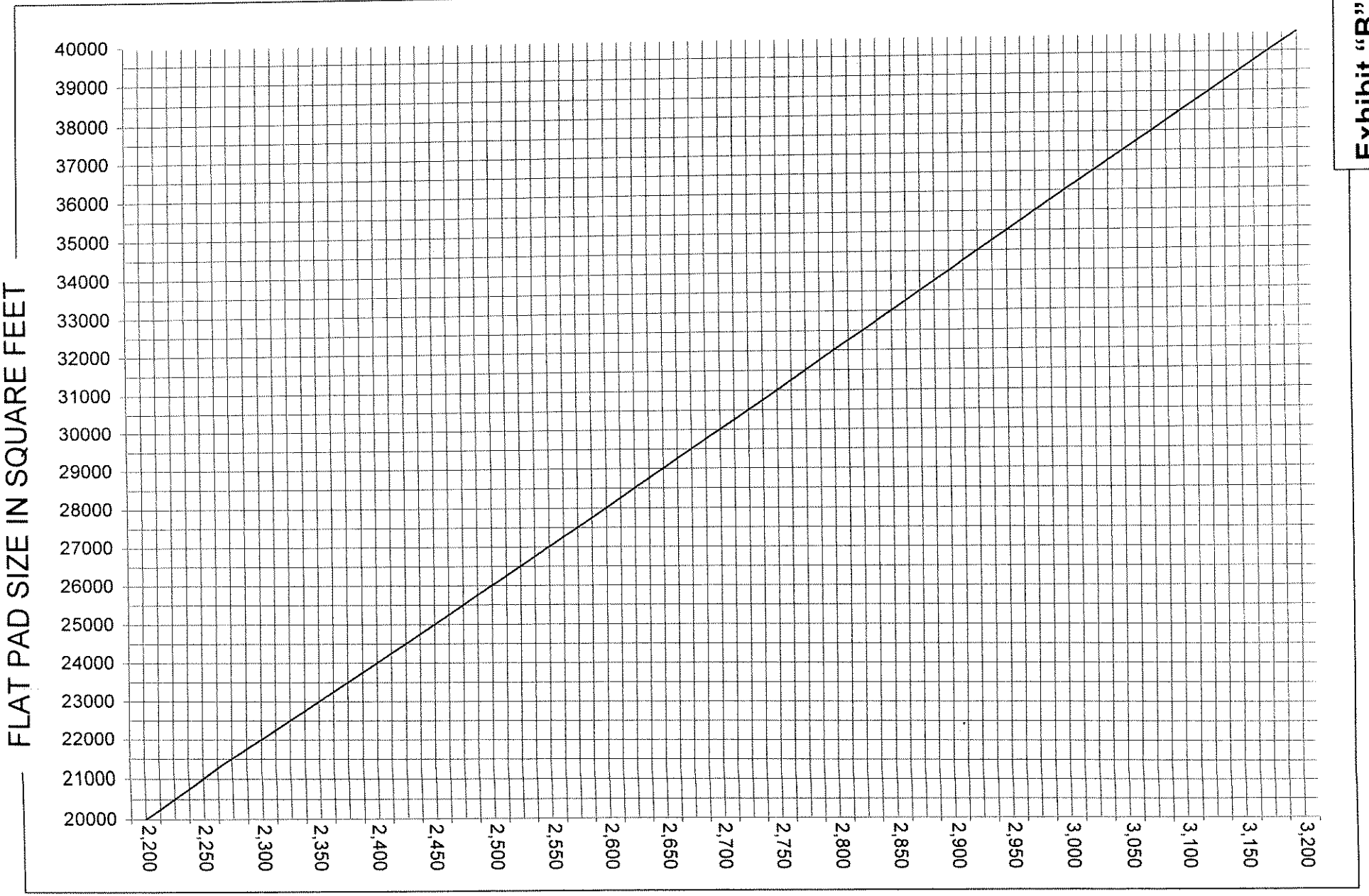
ACCESSORY BUILDING SIZING CHART: PAD SIZES 10,000 s.f. to 20,000 s.f.

Exhibit "A"



ACCESSORY BUILDING SIZING CHART: PAD SIZES GREATER THAN 20,000 s.f.

Exhibit "B"



ACCESSORY BUILDING SIZE IN SQUARE FEET

REGULATION OF ACCESSORY BUILDINGS			
	Lots with pad areas 10,000 square feet or less	Lots with pad areas greater than 10,000 square feet up to 20,000 square feet	Lots with pad areas that exceed 20,000 square feet
Allowed maximum size of one accessory building	Up to what would be allowed within the 40% pad coverage but an accessory building cannot exceed the size of the primary dwelling on site without approval of a minor conditional use permit by the Planning Commission.	Up to the maximum allowed size determined by the corresponding size matrix.	Up to the maximum allowed size determined by the corresponding size matrix. For lots with pad sizes that exceed the size matrix (40,000 square feet) the maximum size shall be 3,200 square feet.
Allowance for increase in size of maximum accessory building?	An accessory building could exceed the maximum size of the primary dwelling on a lot with a pad area of 10,000 square feet or smaller only upon approval of a Minor CUP by the Planning Commission and provided the size does not exceed the 40% pad coverage requirement.	No	Lots with pad areas less than 40,000 square feet: No. Lots with pad areas 40,000 square feet or greater: Yes, with approval of a major conditional use permit by the Planning Commission and provided that the total square footage of all buildings does not exceed 40 percent of the pad area. (see below)
Requirement for increased setback?	No	NA	On lots where the pad size exceeds 20,000 square feet (allowed accessory building size of 2,200 square feet), for every increase in size of a proposed accessory building of 50 square feet there shall be a corresponding one-foot required setback increase over the normal setback requirements of the applicable

Exhibit "C"

			zone.
Allowance for increase in the number of accessory buildings?	No	Any additional accessory buildings within the allowed 40% pad coverage that exceeds 400 square feet shall require approval of a minor CUP by the Planning Commission. (see below)	Any additional accessory buildings within the allowed 40% pad coverage that exceeds 400 square feet shall require approval of a minor CUP by the Planning Commission. (see below)
Minimum open area required?	No	Additional accessory buildings (within the allowed sizes and numbers) can only be permitted provided that a cohesive open area is maintained that is equal to 576 square feet multiplied by the allowed number of animal units on a given lot, and that such area is generally rectangular and minimally 30 feet wide at its narrowest point.	Additional accessory buildings (within the allowed sizes and numbers) can only be permitted provided that a cohesive open area is maintained that is equal to 576 square feet multiplied by the allowed number of animal units on a given lot, and that such area is generally rectangular and minimally 30 feet wide at its narrowest point.
Existing accessory buildings	Existing legal accessory buildings at the time of adoption of this ordinance shall be considered in total toward the maximum allowed square-footage of an accessory building with the provision for an addition to an existing building that would bring the total square footage of all accessory buildings up to the maximum allowed.	Existing legal accessory buildings at the time of adoption of these regulations that exceed 400 square feet shall be considered in total toward the maximum allowed square-footage of an accessory building with the provision, where applicable, for an additional accessory building or addition to an existing accessory building that would bring the total square footage of all accessory buildings up to the maximum allowed square footage, provided that any	Existing legal accessory buildings at the time of adoption of these regulations that exceed 400 square feet shall be considered in total toward the maximum allowed square-footage of an accessory building with the provision, where applicable, for an additional accessory building or addition to an existing accessory building that would bring the total square footage of all accessory buildings up to the maximum allowed square footage, provided that any

		needed use permits have been obtained, and that the required open area for animal-keeping has been maintained.	needed use permits have been obtained, and that the required open area for animal-keeping has been maintained.
Maximum height	The maximum allowed height of any accessory building shall be 25 feet or the height of the primary residence plus two feet, whichever is the lesser. An accessory building can exceed the maximum allowed height only upon approval of a minor conditional use permit by the Planning Commission and only up to a maximum height of 35 feet. For every increase in height of one foot over the allowed maximum height (without a CUP) there shall be a corresponding required one-foot increase in the required setbacks (excluding the front yard setback) of the applicable zone. (For proposed accessory buildings that require increased setbacks for both the size and height of the building, only the greater of the two shall apply).	The maximum allowed height of any accessory building shall be 25 feet or the height of the primary residence plus two feet, whichever is the lesser. An accessory building can exceed the maximum allowed height only upon approval of a minor conditional use permit by the Planning Commission and only up to a maximum height of 35 feet. For every increase in height of one foot over the allowed maximum height (without a CUP) there shall be a corresponding required one-foot increase in the required setbacks (excluding the front yard setback) of the applicable zone. (For proposed accessory buildings that require increased setbacks for both the size and height of the building, only the greater of the two shall apply).	The maximum allowed height of any accessory building shall be 25 feet or the height of the primary residence plus two feet, whichever is the lesser. An accessory building can exceed the maximum allowed height only upon approval of a minor conditional use permit by the Planning Commission and only up to a maximum height of 35 feet. For every increase in height of one foot over the allowed maximum height (without a CUP) there shall be a corresponding required one-foot increase in the required setbacks (excluding the front yard setback) of the applicable zone. (For proposed accessory buildings that require increased setbacks for both the size and height of the building, only the greater of the two shall apply).
Architectural review required	Architectural review and approval is required for all accessory buildings that require a building permit (buildings that exceed 120 square feet).	Architectural review and approval is required for all accessory buildings that require a building permit (buildings that exceed 120 square feet).	Architectural review and approval is required for all accessory buildings that require a building permit (buildings that exceed 120 square feet).

/sk-72389

10,000 S.F. Flat Pad
40% Flat Pad Coverage

3,600 Square-Foot House

MAXIMUM ACCESSORY BLDG. SIZE DETERMINED BY
40% PAD COVERAGE

PC APPROVAL NOT REQUIRED

NO ADDITIONAL ACCESSORY BUILDING ALLOWED

1 ANIMAL UNIT ALLOWED

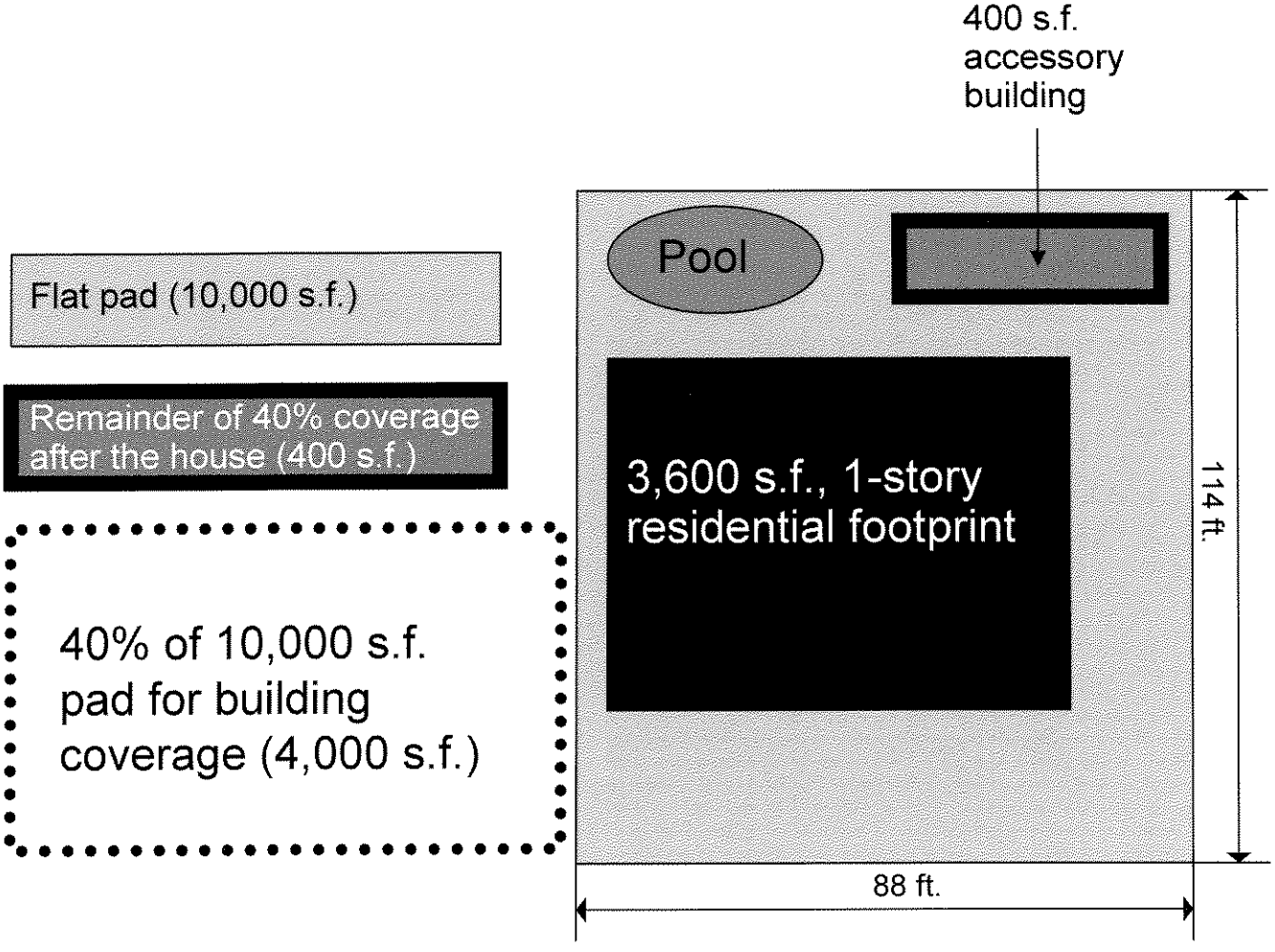


Exhibit "D"

10,000 S.F. Flat Pad
40% Flat Pad Coverage

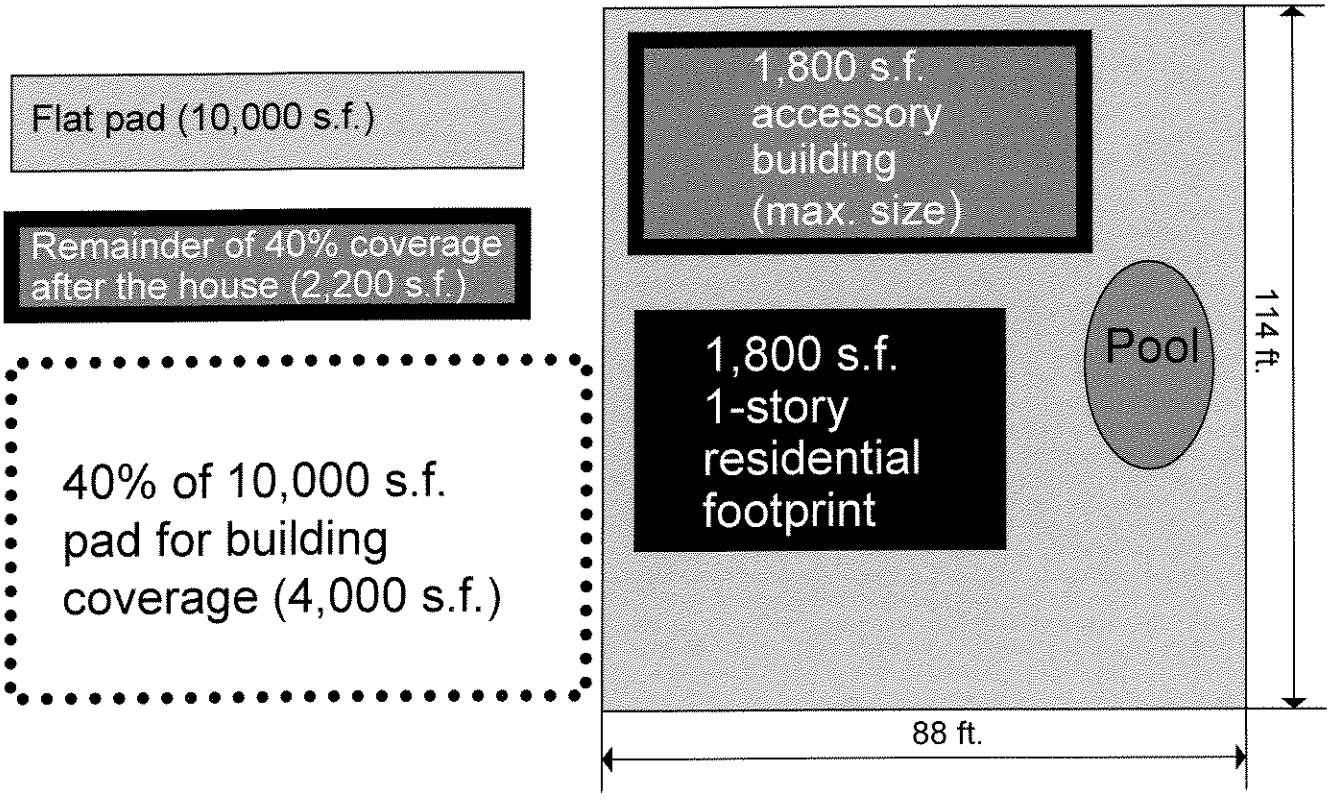
1,800 Square-Foot House

MAXIMUM ACCESSORY BLDG. DETERMINED BY
SIZE OF HOME

PC APPROVAL NOT REQUIRED

NO ADDITIONAL ACCESSORY BUILDING ALLOWED

1 ANIMAL UNIT ALLOWED



10,000 S.F. Flat Pad
40% Flat Pad Coverage

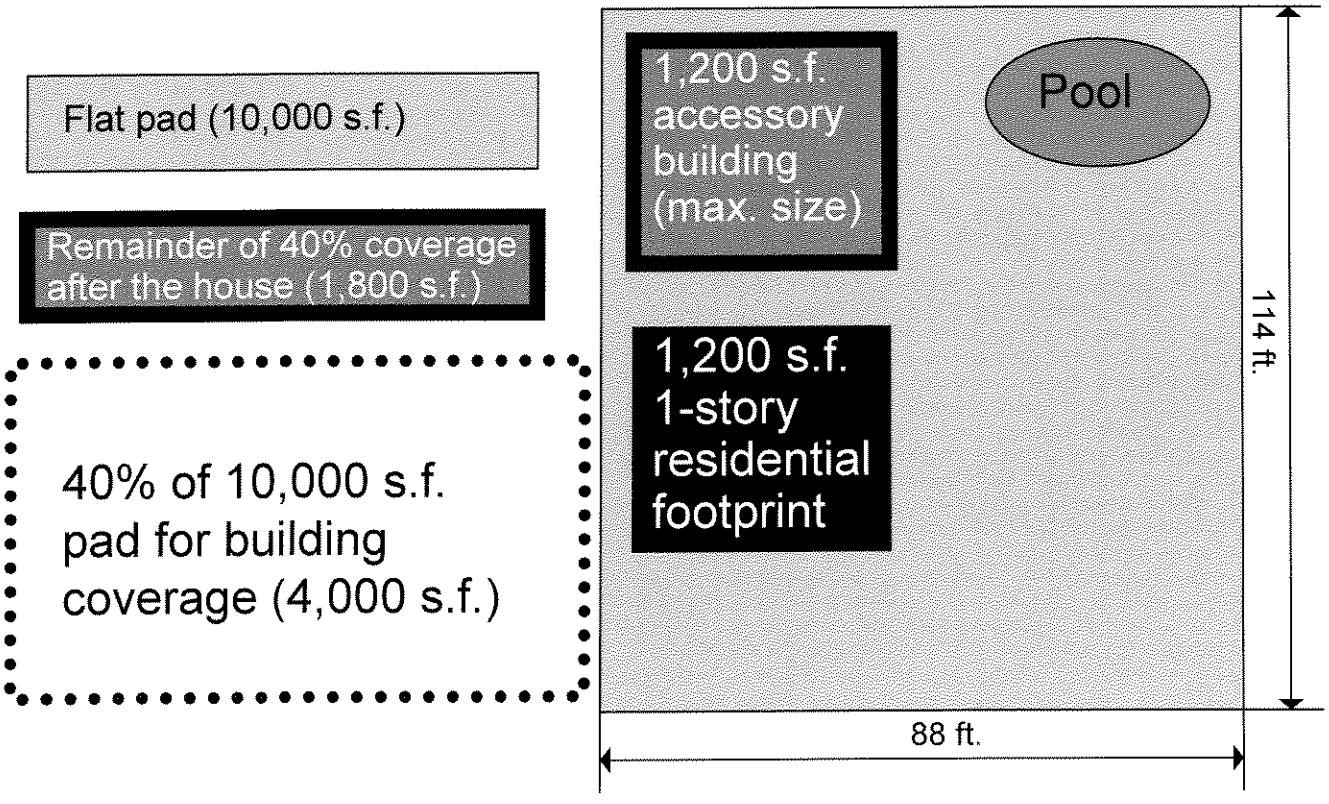
1,200 Square-Foot House

MAXIMUM ACCESSORY BLDG. DETERMINED BY
SIZE OF HOME

PC APPROVAL NOT REQUIRED

NO ADDITIONAL ACCESSORY BUILDING ALLOWED

1 ANIMAL UNIT ALLOWED



15 ,000 S.F. Flat Pad
40% Flat Pad Coverage

3,600 Square-Foot House

MAXIMUM ACCESSORY BLDG. DETERMINED FROM MATRIX (2,110 S.F.)

PC APPROVAL REQUIRED FOR ADDITIONAL ACCESSORY BUILDING ●

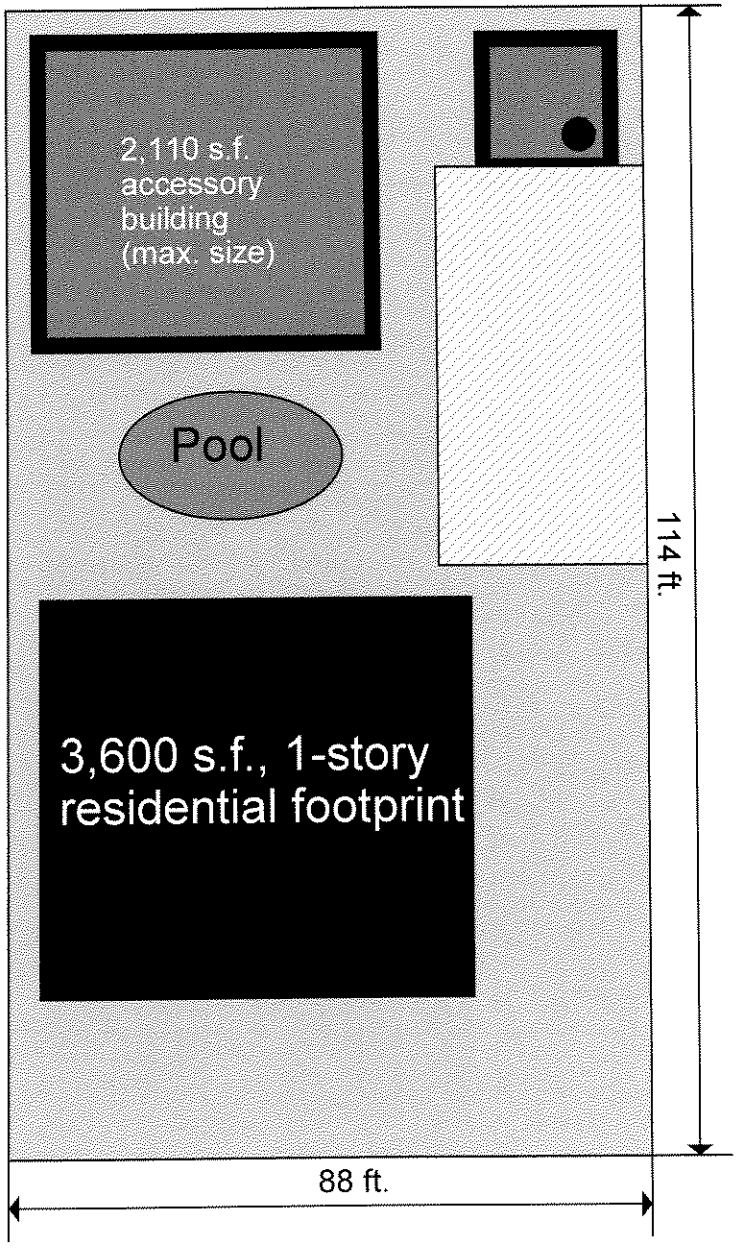
3 ANIMAL UNITS ALLOWED

Required Open Area for 3 animal units (1,728 s.f.)

Flat pad (15,000 s.f.)

Remainder of 40% coverage after the house (2,400 s.f.)

40% of 15,000 s.f. pad for building coverage (6,000 s.f.)



15,000 S.F. Flat Pad
40% Flat Pad Coverage

1,800 Square-Foot House

MAXIMUM ACCESSORY BLDG. DETERMINED FROM
MATRIX (2,112 S.F.)

PC APPROVAL REQUIRED FOR ADDITIONAL ACCESSORY BUILDING ●

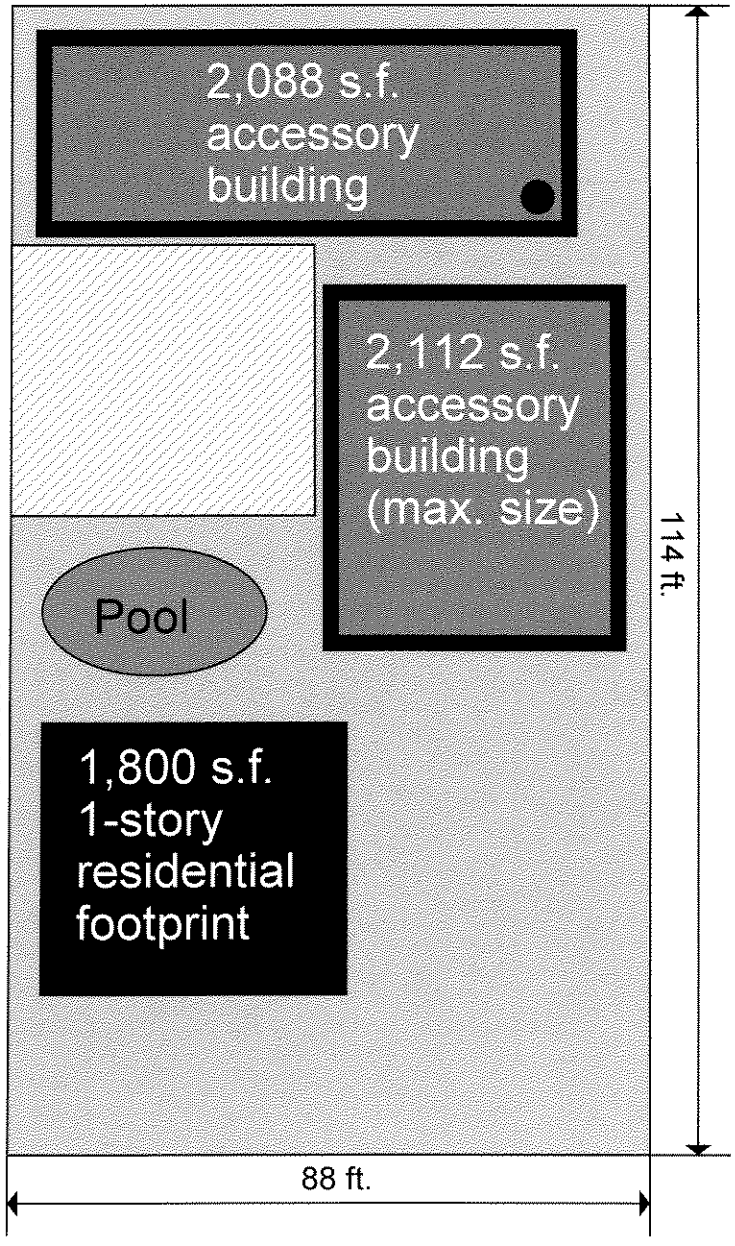
3 ANIMAL UNITS ALLOWED

Required Open Area for 3 animal units (1,728 s.f.)

Flat pad (15,000 s.f.)

Remainder of 40% coverage after the house (4,200 s.f.)

40% of 15,000 s.f. pad for building coverage (6,000 s.f.)



15,000 S.F. Flat Pad
40% Flat Pad Coverage

1,200 Square-Foot House

MAXIMUM ACCESSORY BLDG. DETERMINED FROM
MATRIX (2,112 S.F.)

PC APPROVAL REQUIRED FOR ADDITIONAL ACCESSORY BUILDINGS ●

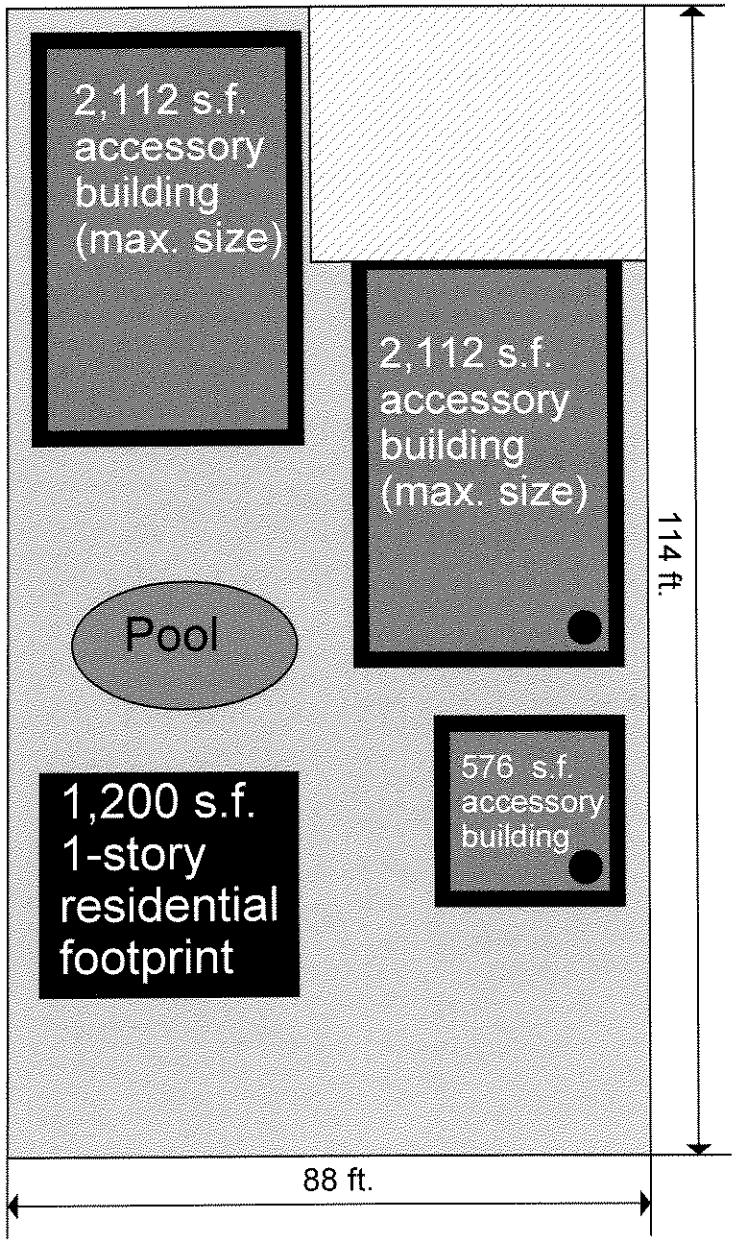
3 ANIMAL UNITS ALLOWED

Required Open Area
3 A.U. (1,728 s.f.)

Flat pad (15,000 s.f.)

Remainder of 40% coverage after the house (4,800 s.f.)

40% of 15,000 s.f. pad for building coverage (6,000 s.f.)



20,000 S.F. Flat Pad
40% Flat Pad Coverage

3,600 Square-Foot House

MAXIMUM ACCESSORY BLDG. DETERMINED FROM MATRIX (2,200 S.F.)

PC APPROVAL REQUIRED FOR ADDITIONAL ACCESSORY BUILDING ●

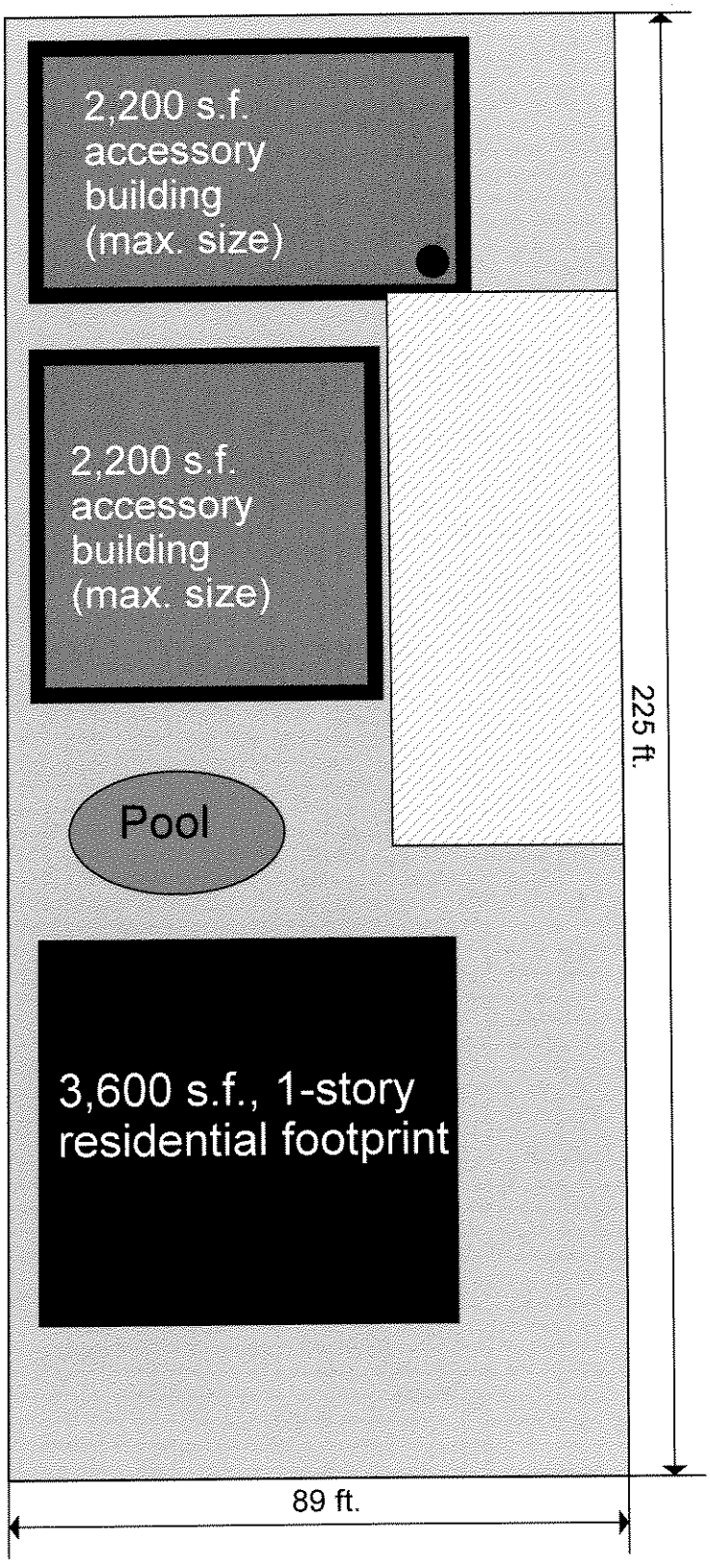
5 ANIMAL UNITS ALLOWED

Required Open Area
5 A.U. (2,880 s.f.)

Flat pad (20,000 s.f.)

Remainder of 40% coverage after the house (4,400 s.f.)

40% of 20,000 s.f. lot for building coverage (8,000 s.f.)



20,000 S.F. Flat Pad
40% Flat Pad Coverage

1,800 Square-Foot House

MAXIMUM ACCESSORY BLDG. DETERMINED FROM
MATRIX (2,200 S.F.)

PC APPROVAL REQUIRED FOR ADDITIONAL ACCESSORY BUILDINGS ●

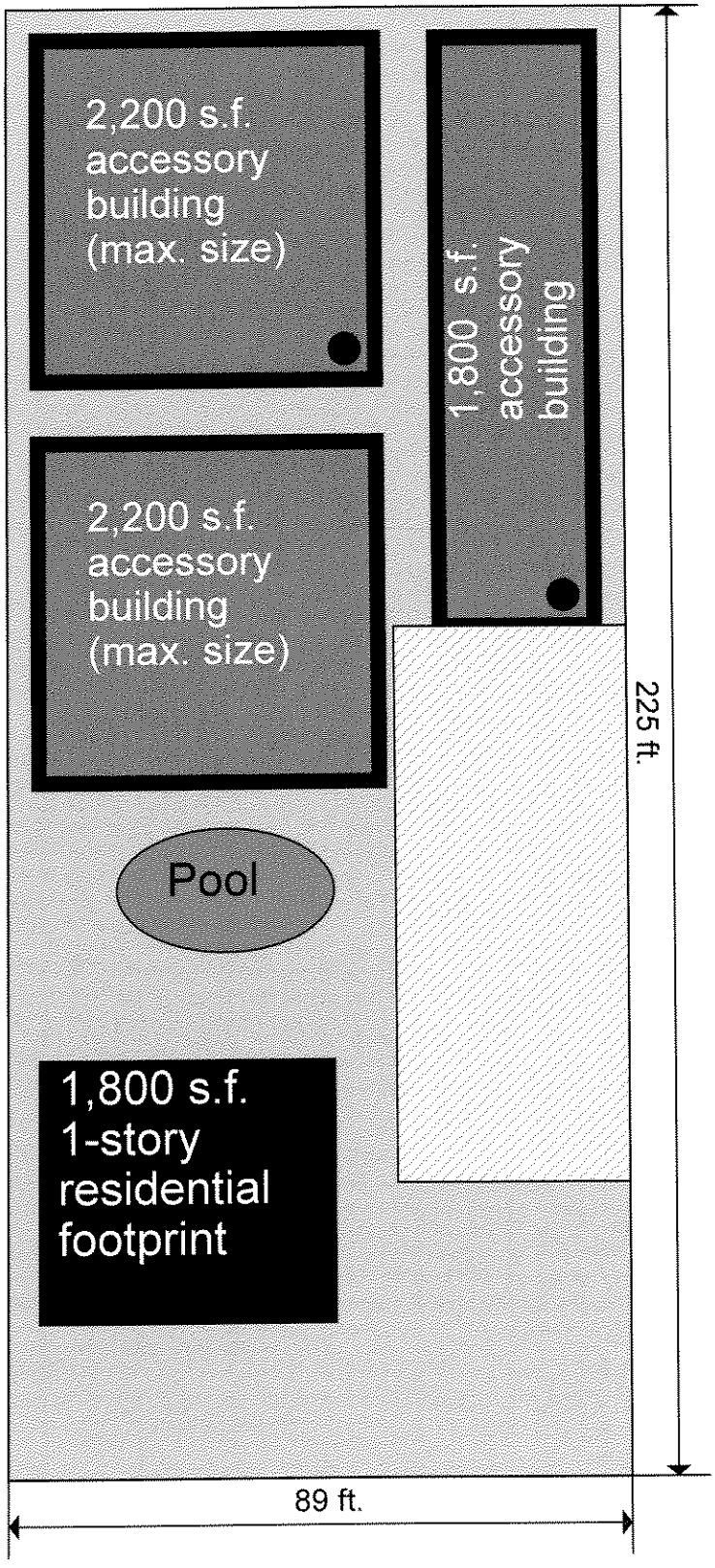
5 ANIMAL UNITS ALLOWED

Required Open Area
5 A.U. (2,880 s.f.)

Flat pad (20,000 s.f.)

Remainder of 40% coverage after the house (6,200 s.f.)

40% of 20,000 s.f. lot for building coverage (8,000 s.f.)



20,000 S.F. Flat Pad
40% Flat Pad Coverage

1,200 Square-Foot House

MAXIMUM ACCESSORY BLDG. DETERMINED FROM
MATRIX (2,200 S.F.)

PC APPROVAL REQUIRED FOR ADDITIONAL ACCESSORY BUILDINGS OVER 400 S.F. ●

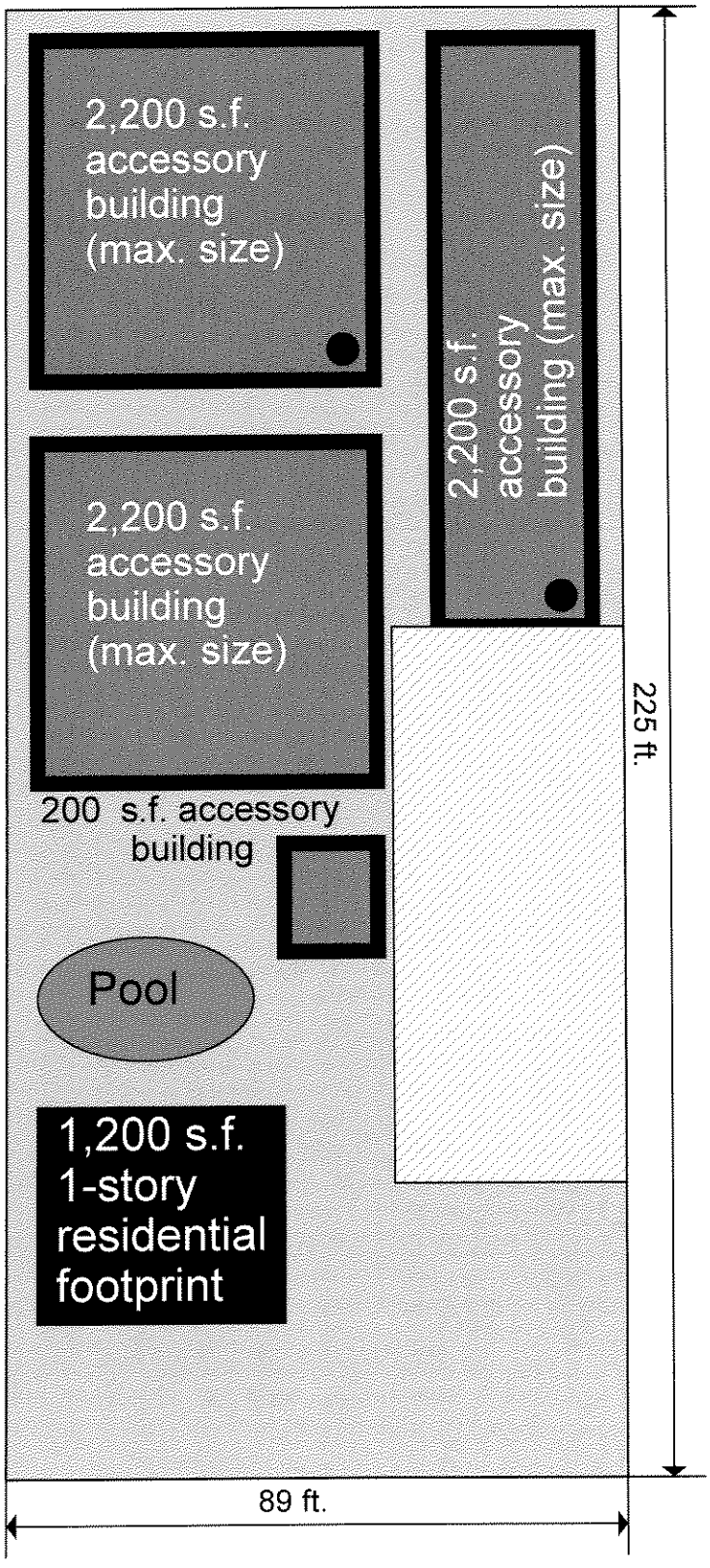
5 ANIMAL UNITS ALLOWED

Required Open Area
5 A.U. (2,880 s.f.)

Flat pad (20,000 s.f.)

Remainder of 40% coverage after the house (6,800 s.f.)

40% of 20,000 s.f. lot for building coverage (8,000 s.f.)



30,000 S.F. Flat Pad 40% Flat Pad Coverage

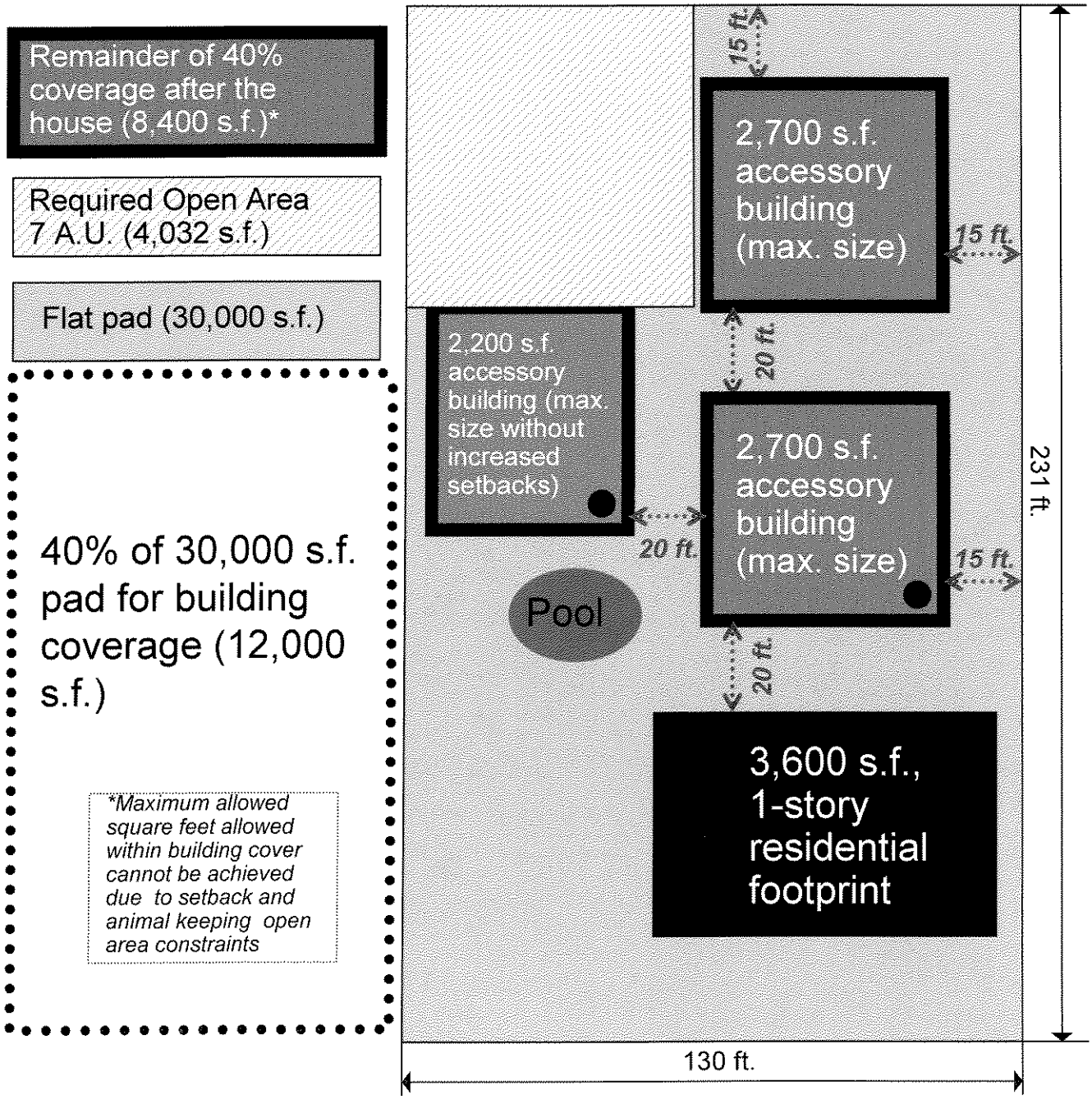
3,600 Square-Foot House

MAXIMUM ACCESSORY BLDG. DETERMINED FROM MATRIX (2,700 S.F.)

INCREASED SETBACKS OF 10 FT. (<....>) OVER STANDARD SETBACK

PC APPROVAL REQUIRED FOR ADDITIONAL ACCESSORY BUILDINGS●

7 ANIMAL UNITS ALLOWED



30,000 S.F. Flat Pad 40% Flat Pad Coverage

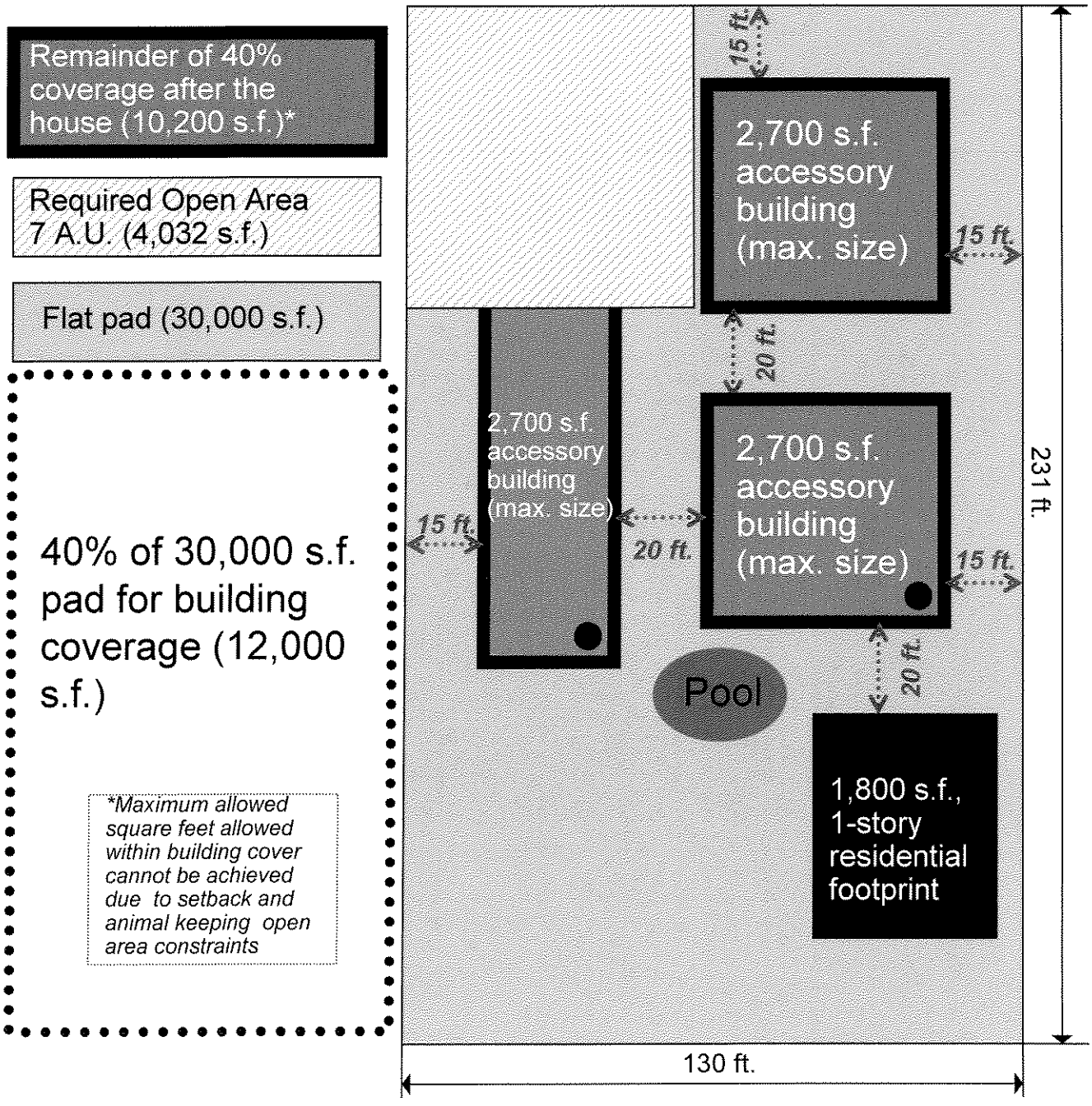
1,800 Square-Foot House

MAXIMUM ACCESSORY BLDG. DETERMINED FROM MATRIX (2,700 S.F.)

INCREASED SETBACKS OF 10 FT. (<····>) OVER STANDARD SETBACK

PC APPROVAL REQUIRED FOR ADDITIONAL ACCESSORY BUILDINGS ●

7 ANIMAL UNITS ALLOWED



40,000 S.F. Flat Pad 40% Flat Pad Coverage

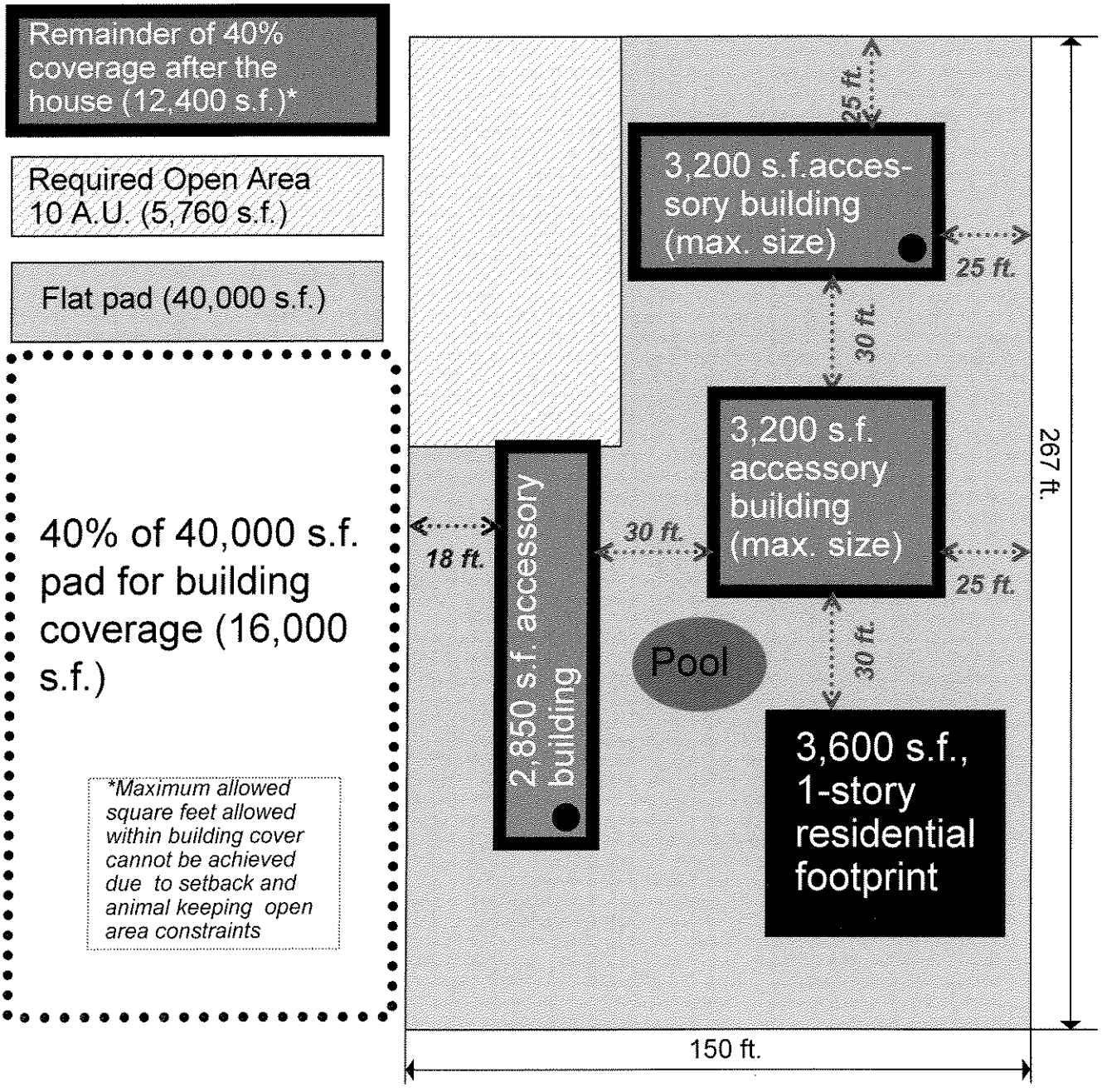
3,600 Square-Foot House

MAXIMUM ACCESSORY BLDG. DETERMINED FROM MATRIX (3,200 S.F.)

INCREASED SETBACKS OF 20 FT. (⇔) and 13 FT. (⇔)

PC APPROVAL REQUIRED FOR ADDITIONAL ACCESSORY BUILDINGS●

10 ANIMAL UNITS ALLOWED



60,000 S.F. LOT SIZE
40,000 S.F. Flat Pad 40% Flat Pad Coverage

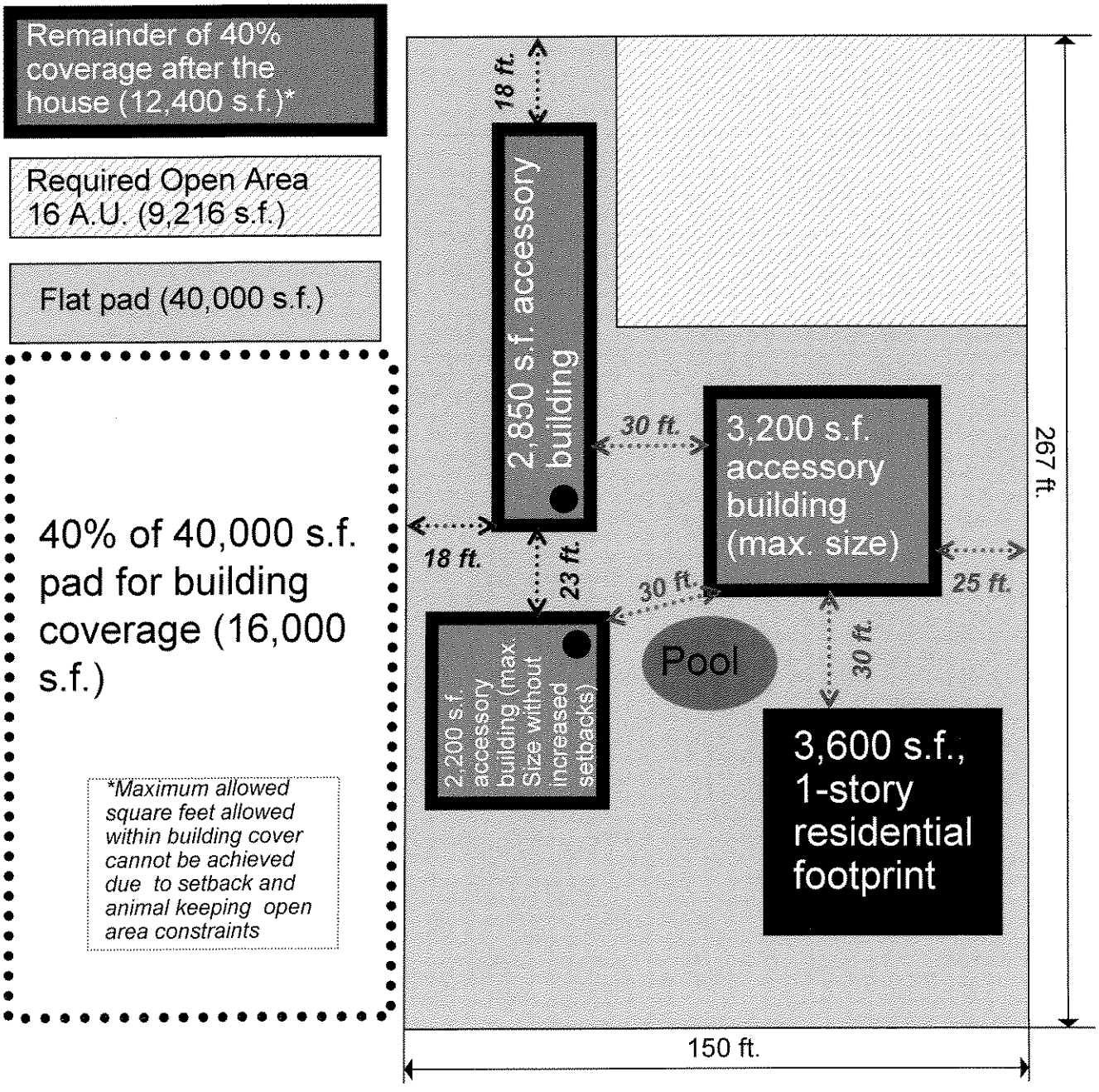
3,600 Square-Foot House

MAXIMUM ACCESSORY BLDG. DETERMINED FROM MATRIX (3,200 S.F.)

INCREASED SETBACKS OF 20 FT. (⇔) and 13 FT. (⇔)

PC APPROVAL REQUIRED FOR ADDITIONAL ACCESSORY BUILDINGS ●

16 ANIMAL UNITS ALLOWED (based on lot size)



10. BUSINESS ITEMS: Discussion of a Proposed Amendment in Residential and Animal-Keeping Zones Regarding the Size of Permitted Accessory Buildings. Recommendation: Give Direction and Set for Public Hearing (Planning Manager King)

PM King presented the staff report on file in the Planning Department and used a slide show to explain his exhibits, several of which showed up to four accessory buildings possible on a lot. Because lot sizes in the A-1 zone can go from 7,000 feet to 40,000 feet, there is no simple way to address accessory building sizes under one amendment. He reminded the Commission this proposed amendment is intended only for those lots that do not already have the Primary Animal-Keeping Areas (PAKAs).

Chair Wright said the exhibits show that the ability to retain animal-keeping has been lost due to accessory building coverage, and this was not the intent of the proposed amendment.

Member Harris agreed about the animal-keeping and said that the Commission's goal was not to cover the lot with accessory buildings. He noted that the height issue was not been addressed in this presentation; adding that the square footage needed to refer to pad area and not living area, in the case of two-story houses.

Vice-Chair Jaffarian asked about the size of accessory buildings relative to the size of a lot. He was trying to tie the barn size and number of stalls with the allowed amount of animals on site. He did not think multiple accessory buildings were what the Commission had in mind. Height vs. distance to property line correlations needed to be considered.

Member Newton agreed with Member Jaffarian. He noted that the prime directive to staff was to not only to protect animal keeping but to stop the monstrosity of huge accessory buildings showing up all over town. He asked how to put this into perspective, not only how it looks on the property but from other properties. He asked if the City doesn't the City have architectural approval required. PM King said not at this time.

Vice-Chair Jaffarian said the Commission is mainly looking at owners of existing homes wanting to put in accessory buildings.

Chair Wright reminded the Commission that the original reason was to protect animal-keeping and he doesn't see this amendment doing that.

Member Harris noted that any building on PAKAs have to be for animal-keeping. It was noted that 40% of a PAKA can be covered with animal-keeping structures.

Member Newton used an example of where a building is being used for a contractor's storage yard in a residential neighborhood. There are no animals on site.

Exhibit "E"

Vice-Chair Jaffarian said that within reason, one could put horses in a pre-manufactured building but there are some RV storage garages that could definitely not be used for animal keeping. He complimented staff for the good strategy on showing the large accessory buildings that could be built on the different sized lots.

Member Newton asked about requirements for equine turn-out areas. He suggested an equal size of accessory building to open space.

This was not a public hearing, but Chair Wright invited public comments.
Tom Willison noted a lack of definition of "accessory building." He had concerns if an accessory building had nothing to do with animal keeping. He noted on some of the exhibits that there was no fire access to some of the accessory buildings.

Jeannie Adams agreed with the Commission but worried about self-employed persons being limited, for example, in equipment storage needed for their businesses.

Member Newton said to take a step back and research the open space zones as to what is required.

Vice-Chair Jaffarian said there needed to be more simple and tangible ideas.

There was discussion about matching the architecture of the accessory buildings to that of the main house on the lot. Architectural review would cover shadows possibly casting over existing structures, height, and colors and materials; also, at what point would a project be required to come for Commission review.

Member Newton asked for information on turnout areas be obtained from Norco's Animal Control and/or Cal Poly.

For a bit of history, PM King noted that the Specific Plan for the Western Pacific housing was done ten years before the tract map was done. 276 square feet per horse was required. Each lot has a recorded number regarding how many animals could be kept on each lot. But because that proved not to be the intent of what was wanted; PAKAs were established to be more conducive to animal keeping.

Member Harris stressed that sight consideration was important in the hills.

It was suggested that architectural review be required for all buildings over 1,000 sq ft. Vice-Chair Jaffarian said the current rate of increase on Exhibit "A" was totally acceptable.

PM King said the current moratorium April 5, 2009 but City Council has the opportunity on March 18, 2009 to extend it to February 18, 2010.

The Commission asked that staff bring this back as a business item; they were not ready to set this for public hearing.

10. BUSINESS ITEMS: Discussion of a Proposed Amendment in Residential and Animal-Keeping Zones Regarding the Size of Permitted Accessory Buildings. Recommendation: Give Direction and Set for Public Hearing. Continued from March 11, 2009

Planning Manager King presented the detailed staff report on file in the Planning Division and summarized changes made since the last meeting. He explained the difference between a major and a minor conditional use permit, the minor one not requiring construction and costing less.

There was a discussion about accessory building heights not exceeding the height of the residence. The Commission decided to use the height of the existing residence or up to 25 feet, whichever is the lesser.

Lot coverage was discussed, with PM King noting that reducing it to 20 percent would create too much of a burden on the smaller lots. Even 25 percent could be too restrictive. The 40 percent pad coverage works in the goal of this amendment.

Although not a public hearing, Chair Wright welcomed any comments.

Jeanne Adams asked why pools and decks are not counted as coverage.

Vice-Chair Jaffarian explained that while some pools dominate some properties with such amenities as above-ground waterfalls, they still can be filled in, tennis courts and basketballs courts can be broken up, but large permanent structures stay.

Member Newton noted that staff had included pertinent sections from the Land Use Element and from the Municipal Code, and asked that it be addressed again in the upcoming staff report.

No motion was required. The public hearing will be noticed and set for April 29, 2009.

Exhibit "F"

CITY OF NORCO
STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, Deputy City Manager/Director of Finance

DATE: June 17, 2009

SUBJECT: Rate Adjustments Proposed by Waste Management of the Inland Empire

RECOMMENDATION: Adopt **Resolution No. 2009-____**, amending the Agreement between the City of Norco and USA Waste of California, Inc., DBA Waste Management of the Inland Empire, for the collection, transportation, recycling, and disposal of solid waste and approving rates therefore.

SUMMARY: The existing fifteen-year franchise agreement provides that Waste Management is entitled to receive rate adjustments for inflation (based on the Consumer Price Index) and "pass through" disposal cost increases. The agreement further provides that such rate adjustments shall not be unreasonably withheld. The rate adjustments include a Consumer Price Index (CPI) decrease of 0.997 percent, a tipping fee increase of 0.13 percent from March 2008 to March 2009; and a green waste tipping fee increase of $10.00 per ton for the Alternative Daily Cover Surcharge on the disposal components of the Waste Management rates. Except for the residential collection rate (trash/recycling/green waste) which is going up by a net of $0.76 due to disposal and Alternative Disposal Charge (ADC) pass-through costs, all of the other proposed FY 2009-2010 rates will be decreased.

BACKGROUND/ ANALYSIS: The existing solid waste franchise agreement between the City and Waste Management of the Inland Empire was executed on April 15, 1998. The fifteen-year term of the agreement will expire in the year 2013. The agreement provides that the franchisee is entitled to adjust rates on an annual basis to cover increased costs due to inflation based on increases in the CPI and to "pass-through" costs incurred by the franchisee for disposal of the solid waste. The agreement further provides that such CPI adjustments and "pass-through" increases will not be unreasonably withheld. Any disputes, including the withholding of rate adjustments, are to be resolved before a third party neutral hearing officer.

Waste Management submitted its proposed rate adjustments in a letter dated May 4, 2009, and attached and marked as Exhibit "A". The proposed rates reflect a CPI adjustment of -0.997 from March 2008 to March 2009. The tipping fee increased 0.13 percent on the disposal components of the Waste Management rates. And, lastly, the green waste tipping fee increased $10.00 per ton for the Alternative Daily Cover Surcharge on the disposal components of the Waste Management rates.

Except for the residential collection rate (trash/recycling/green waste) which is going up by a net of $0.76 due to disposal and Alternative Disposal Charge (ADC) pass-through costs, all of the other proposed FY 2009-2010 rates will be decreased.

It is the City Attorney's opinion that this rate adjustment does not trigger Proposition 218 provisions because the CPI adjustment is a rate reduction and the disposal costs which are being adjusted upward are pass-through contracts which Waste Management is entitled to reimbursement and are not considered property related charges.

Staff is recommending approval of the proposed rates for disposal services through the contract with Waste Management. The new rates will become effective on July 1, 2009.

/bj-72666
Attachments: Exhibit "A" – Letters from Waste Management
Exhibit "B" – Resolution No. 2009-___

EXHIBIT “A”

WASTE MANAGEMENT

WASTE MANAGEMENT OF THE INLAND EMPIRE
13793 Redwood Avenue
Chino, CA 91710

May 4, 2009

Mr. Jeff Allred
City Manager
City of Norco
2870 Clark Avenue
Norco, CA 92860

RE: 2009/2010 Rate Adjustment

Dear Mr. Allred:

Pursuant to Section 18 of our current franchise agreement, Waste Management of Inland Empire respectfully requests your favorable consideration of the enclosed annual rate adjustment. Our adjustment is comprised of the changes in the Consumer Price Index (CPI) and disposal costs for green waste and municipal solid waste.

In an effort to address these adjustments, Waste Management would respectfully request your consideration and support of the following items:

Summary of Proposed Adjustments

- **CPI** –The change in the CPI for the effective twelve-month period, March to March, was -.997%.

- **Disposal Cost** – Waste Management is requesting an adjustment to reflect the tipping fee increase of .13% that will be before the Board of Supervisors for approval in June 2009. In the unlikely event that the disposal increase is more or less than the Staff's recommendation, WM will adjust accordingly.

- **ADC Surcharge** – Waste Management is requesting an adjustment to reflect the new $10.00 per ton Alternative Daily Cover (ADC) green waste surcharge. The surcharge was approved by the County of Riverside to partially offset the Riverside County Landfill System (including El Sobrante Landfill) for the depletion of valuable air space.

Waste Management respectfully requests your favorable consideration of our proposed rate adjustment. Detailed calculations of the rate adjustment are included in the attached documents.

Thank you in advance for your review and consideration. If you have any additional questions, please contact me at (951) 232-7123.

Sincerely,

Julie Reyes
Representative to City of Norco

Alex Braicovich
Director of Government Affairs

Cc: Andy Okoro, City of Norco
Bill Thompson, City of Norco
Alex Braicovich, Waste Management
Steve Kanow, Waste Management
Sherry Kouba, Waste Management
City File

RECEIVED
CITY OF NORCO
DEC 3 1 2008
TIME:
CITY CLERK

WASTE MANAGEMENT

WASTE MANAGEMENT OF THE INLAND EMPIRE
800 S Temescal Street
Corona, CA 92879
(951) 280-5400
(951) 817-2402 Fax

December 16, 2008

Jeff Allred
City Manager
City of Norco
2870 Clark Avenue
Norco, CA 92860

RE: Green Waste Surcharge – Effective July 1, 2009

Dear Jeff,

In July 2008, the Riverside County Board of Supervisors approved a $10.00 per ton Alternative Daily Cover (ADC) green waste surcharge. The surcharge was approved in order to partially offset the Riverside County Landfill System (including El Sobrante Landfill) for the depletion of valuable air space (see attached Ordinance). The new fee amount does not cover the entire cost of using green waste as ADC but it is sufficient enough to help spur the development of true beneficial uses of green waste by eliminating the "subsidized" disposal of this material.

The County of Riverside sets and establishes all rate structures for both private and public landfill customers. This fee will be considered a pass through cost similar to your traditional disposal expenses. This green waste surcharge is in addition to the processing fees associated with the cleaning and grinding of the green waste materials collected from your community.

The green waste surcharge that was approved earlier this year will be effective July 1, 2009. A letter dated April 23, 2008) was distributed to all City Managers to communicate this new surcharge.

In an effort to incorporate the pass through fee into our annual rate adjustment process we wanted to take this opportunity to ensure that you were aware of the upcoming ADC Fee that will impact your 2009-2010 rate structure. .

Currently, Waste Management is exploring alternatives to using green waste as Alternative Daily Cover (ADC). Our goal is to identify a process that will provide recycling credit at a cost that is equal to, or lower than the rate that would be charged to

process your community's green waste for use as ADC. We hope to be able to share these potential new opportunities with you when we meet.

We look forward to working with you on this matter and will be contacting you in the near future to establish a meeting date.

Sincerely,

J. Alex Braicovich
Director of Government Affairs

Sincerely,

Julie Reyes
Manager Community & Municipal Relations

Cc: Steve Kanow, Waste Management

Attachment(s)

Riverside County
Waste Management Department

Hans W. Kernkamp, General Manager-Chief Engineer

April 23, 2008

TO: All City Managers
All Permitted Waste Haulers

FROM: Hans W. Kernkamp, General Manager-Chief Engineer
Riverside County Waste Management Department

RE: **Annual Disposal Fee Recommendations**

The County of Riverside Waste Management Department (Department) is responsible for assuring that there is, and will be in the future, sufficient and accessible landfill space to properly serve the population of the County in its disposal needs. To fulfill this mandate, the Department has acquired various pieces of land, maintained and expanded County landfill sites, and encouraged and developed recycling programs that minimize the dependence on landfill disposal sites.

We have been fortunate that we have been able to operate in this manner and maintain a stable disposal fee that has increased less than 10% since FY 96/97. A recent review of the increased costs for operation, especially with regards to landfill safety programs, and the projections of future expansion costs necessitate recommending to the Riverside County Board of Supervisors (Board) a disposal fee increase by the Consumer Price Index (CPI) for FY 08/09.

In addition, subject to Board approval, the Department is recommending a $10 per ton surcharge on greenwaste material that is used as Alternative Daily Cover (ADC) at the landfills. As you may be aware, the landfill system has historically accepted this material at no cost due to the demand from the recycling industry in the County to be an outlet for this waste stream. From March 2006 to March 2007, the Riverside County waste system utilized over 253,000 tons of greenwaste as ADC, which represents approximately 11.8% of the total refuse that the system accepted during the same period and results in a loss of airspace capacity in the landfill system that is not funded.

It is, therefore, appropriate and prudent fiscal planning to consider setting a rate for ADC to partially offset the long-term expansion costs for the system. Considering that the current blended rate for refuse is $26.77 per ton, a heavily discounted rate of $10.00 per ton for ADC still represents a significant subsidy. The Waste Management Department is sensitive to the issue raised by the Solid Waste Management Advisory Council regarding timely notification to haulers and residents due to Proposition 218 requirements and, therefore, will recommend that the implementation date of the proposed surcharge be delayed until **July 2009.**

14310 Frederick Street • Moreno Valley, CA 92553 • (951) 486-3200 • Fax (951) 486-3205 • Fax (951) 486-3230
www.rivcowm.org

printed on recycled paper

This increase, along with the proposed CPI increase allowed for in our Waste Delivery Agreements, will help to ensure the long-term fiscal security of the landfill system. We anticipate presenting our recommendations at a public hearing before the Riverside County Board of Supervisors on May 20, 2008.

We thank you for your past support and cooperation and appreciate the careful consideration and understanding that this proposed increase will engender. Should you have any questions, please contact me at (951) 486-3232.

HWK:ft

cc: Robert Byrd, Auditor Controller
Gary Christmas/Alex Gann, Executive Office
Joe Rank/Katherine Lind, County Counsel
John Watkins, Department of Environmental Health

PD# 65511

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Waste Management Department

SUBMITTAL DATE: July 24, 2008

SUBJECT: Continuance of County Ordinance 779.9, as it Relates to the Alternative Daily Cover (ADC) Surcharge

RECOMMENDED MOTION: That the Board of Supervisors, at the close of public hearing on July 29, 2008, adopt the $10 per ton surcharge on green waste utilized as Alternative Daily Cover (ADC) per Ord. 779.10 with the surcharge to be effective July 1, 2009.

BACKGROUND: At the May 20, 2008 public hearing, Ordinance 779.9 was approved, with the exception of the $10 Alternative Daily Cover (ADC) Surcharge. The ADC surcharge was continued to July 29, 2008, in order to allow the Waste Haulers time to discuss with their contract cities. Since the 1990's, Riverside County has been accepting ADC at no cost due to the demand from the greenwaste recycling industry in the County to find an alternative outlet for the processed material. Jurisdictions in Riverside County have benefitted from this outlet as State regulations do not count this tonnage as landfilled tonnage but as diverted material, thereby aiding a jurisdiction's efforts to meet the 50% diversion mandated under AB 939. From March 2006 to March 2007, the Riverside County waste system utilized over 253,000 tons of greenwaste as ADC, which represents approximately 11.8% of the total deposited refuse during the same period, and results in a loss of airspace capacity in the landfill system that is not funded. (Continued)

Departmental Concurrence

THE FOREGOING IS A FULL, TRUE AND CORRECT COPY OF A MINUTE ORDER OF THE BOARD OF SUPERVISORS ENTERED ON 7/29, 2008

Dated: 10/16/08

NANCY ROMERO, Clerk of the Board of Supervisors, County of Riverside, California

By: _____, Deputy

Hans W. Kernkamp, General Manager-Chief Engineer

FINANCIAL DATA				
Current F.Y. Total Cost:	$ N/A	In Current Year Budget:	NO
Current F.Y. Net County Cost:	$ N/A	Budget Adjustment:	NO
Annual Net County Cost:	$ N/A	For Fiscal Year:	2010

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION: APPROVE

BY: Michael R. Shetler
Michael R. Shetler

County Executive Office Signature

☒ Policy ☐ Consent — Dept Recomm.:

☒ Policy ☐ Consent — Per Exec. Ofc.:

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Buster and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione and Wilson
Nays: None
Absent: Ashley
Date: July 29, 2008
xc: Waste Mgmt., Co.Co., LMC, COB

Nancy Romero
Clerk of the Board
By: _____ Deputy

Supervisor Stone declared a potential Conflict of Interest and left the room.

Prev. Agn. Ref.: 12.3 of 05/20/08 | **District:** All | **Agenda Number:**

12.1

BACKGROUND (Continued):

It is, therefore, appropriate and prudent fiscal planning to consider setting a rate for this material to partially offset the long-term expansion costs for the system. Considering that the current blended rate for refuse deposited in the County system is $27.52 per ton for disposal, a heavily discounted rate of $10.00 per ton for ADC is reasonable and appropriate, and still represents a significant subsidy. Staff is sensitive to the issue raised by the Solid Waste Management Advisory Council regarding timely notification to haulers and residents due to Proposition 218 requirements and, therefore, recommends that the implementation date of the proposed surcharge be delayed until July 1, 2009.

EXHIBIT “B”

RESOLUTION NO. 2009-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA, AMENDING THE AGREEMENT BETWEEN THE CITY OF NORCO AND USA WASTE OF CALIFORNIA, INC. DBA WASTE MANAGEMENT OF THE INLAND EMPIRE FOR THE COLLECTION, TRANSPORTATION, RECYCLING, AND DISPOSAL OF SOLID WASTE AND APPROVING RATES THEREFORE

WHEREAS, the City's franchise agreement with USA Waste of California, Inc., DBA Waste Management of the Inland Empire, ("Waste Management") provides for an annual adjustment of rates based on changes in the Consumer Price Index (CPI) and disposal "pass-through" costs; and

WHEREAS, Waste Management has completed a review of the cost components of the contracted rates; and

WHEREAS, the CPI increased -0.997 percent from March 2008 to March 2009; and

WHEREAS, the tipping fee increased 0.13 percent on the disposal components of the Waste Management rates; and

WHEREAS, the green waste tipping fee increased $10.00 per ton for the Alternative Daily Cover Surcharge on the disposal components of the Waste Management rates; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Norco does hereby resolve as follows provided that a majority of property owners in the City do not protest against these rates:

SECTION 1. Effective July 1, 2009, the single family Residential Services Basic rate shall be $19.84 per month per unit. One 96-gallon wheeled cart for Greenwaste, one 96-gallon cart for Trash and one 96-gallon cart for Recycle will be provided and picked up once per week.

Income qualified senior citizens, age 62 or older and disabled persons, may apply at the Housing Division Office for a reduced residential service Income Qualified Senior Rate at $13.95 per month. To be eligible for the reduced rate, the annual gross household income for the preceding year must fall within the "Very Low" income category as established by the State of California Department of Housing and Community Development.

SECTION 2. Effective July 1, 2009, the Residential Services Manure Collection rate shall be $22.70. One 96-gallon wheeled cart will be provided and picked up once per week.

SECTION 3. Effective July 1, 2009, the Residential Services Commingle (manure and mixed trash) Bin Service rates shall be as follows:

2 Cubic Yard Bin	
One Pick-Up P/Week	$ 108.07/mo
3 Cubic Yard Bin	
One Pick-Up P/Week	$ 152.26/mo
Extra Pick Up/2 Cubic Yard Commingle	$ 44.50/p/pick-up
Extra Pick Up/3 Cubic Yard Commingle	$ 61.85/p/pick-up

SECTION 4. Effective July 1, 2009, the Other Residential Services rates shall be as follows:

CRT Curbside Pickup	$ 21.68/mo
Extra 96-gal Trash Cart	$ 6.85/mo
Extra 96-gal Greenwaste Cart	$ 4.44/mo
Extra 96-gal Recycling Cart	$ 2.14/mo
Bulky Pick Up (over 3 free per year)	$ 19.59/p/pick-up

SECTION 5. Effective July 1, 2009, the Residential Services Manure Bin Service rates shall be as follows:

2 Cubic Yard Bin	
Every Other Week	$ 49.54/mo
1 Pick-Up P/Week	$ 78.57/mo
2 Pick-Ups P/Week	$ 141.78/mo
3 Pick-Ups P/Week	$ 204.97/mo
4 Pick-Ups P/Week	$ 268.15/mo
5 Pick-Ups P/Week	$ 331.35/mo
Extra Pick Up	$ 31.89 p/pick-up

SECTION 6. Effective July 1, 2009, the Commercial Can Service rates shall be as follows:

2-35 Gallon Carts	
1 Pick-Up P/Week	$ 26.19

SECTION 7. Effective July 1, 2009, the Commercial Services Trash Service rates shall be as follows:

2 Cubic Yard Bin	
One Pick-Up P/Week	$ 90.57/mo
3 Cubic Yard Bin	
1 Pick-Up P/Week	$ 124.88/mo
2 Pick-Ups P/Week	$ 249.76/mo
3 Pick-Up P/Week	$ 374.64/mo
4 Pick-Ups P/Week	$ 499.51/mo
5 Pick-Ups P/Week	$ 624.37/mo
6 Pick-Ups P/Week	$ 749.24/mo
6 Cubic Yard Bin	
1 Pick-Up P/Week	$ 227.65/mo
2 Pick-Ups P/Week	$ 455.31/mo
3 Pick-Ups P/Week	$ 682.97/mo
4 Pick-Ups P/Week	$ 910.62/mo
5 Pick-Ups P/Week	$1,138.27/mo
6 Pick-Ups P/Week	$1,365.93/mo

SECTION 8. Effective July 1, 2009, the Commercial Services Compactors rates shall be as follows:

2 Cubic Yard Bin	
1 Pick-Up P/Week	$ 181.75/mo
2 Pick-Ups P/Week	$ 363.31/mo
3 Pick-Ups P/Week	$ 555.88/mo
4 Cubic Yard Bin	
1 Pick-Up P/Week	$ 258.14/mo
2 Pick-Ups P/Week	$ 511.85/mo
3 Pick-Ups P/Week	$ 767.77/mo
4 Pick-Ups P/Week	$1,023.70/mo
5 Pick-Ups P/Week	$1,286.71/mo
6 Pick-Ups P/Week	$1,535.54/mo
6 Cubic Yard Bin	
1 Pick-Up P/Week	$ 373.62/mo
2 Pick-Ups P/Week	$ 747.21/mo
3 Pick-Ups P/Week	$1,120.85/mo
4 Pick-Ups P/Week	$1,494.45/mo
5 Pick-Ups P/Week	$1,868.06/mo
6 Pick-Ups P/Week	$2,241.68/mo

SECTION 9. Effective July 1, 2009, the Commercial Services Recycle Service rates shall be as follows:

96 Gallon Cart, 1 P/Week	$ 4.27/mo
2 Cubic Yard Bin	
1 Pick-Up P/Week	$ 57.55/mo
3 Cubic Yard Bin	
1 Pick-Up P/Week	$ 76.67/mo
2 Pick-Ups P/Week	$ 153.27/mo
3 Pick-Ups P/Week	$ 229.96/mo
4 Pick-Ups P/Week	$ 306.71/mo
5 Pick-Ups P/Week	$ 383.31/mo
6 Cubic Yard Bin	
1 Pick-Up P/Week	$ 133.06/mo
2 Pick-Ups P/Week	$ 266.28/mo
3 Pick-Ups P/Week	$ 399.35/mo
4 Pick-Ups P/Week	$ 532.51/mo
5 Pick-Ups P/Week	$ 665.63/mo
6 Pick-Ups P/Week	$ 802.27/mo
Extra Pick-Up-Recycle	$ 45.64 p/pick-up

SECTION 10. Effective July 1, 2009, the Other Commercial Services rates shall be as follows:

Extra Pick-Up – 2 Yard Trash	$ 39.49 p/pick-up
Extra Pick-Up – 3 Yard Trash	$ 55.69 p/pick-up
Extra Pick-Up – 6 Yard Trash	$ 104.30 p/pick-up
Bin Scout Service	$ 32.52 p/mo./bin/serv.
Locked Lid	$ 13.03
Bin Overage Fee	$ 37.93
Temporary 3 Cubic Yard Bin	
1 Month	$ 193.72
3 Day	$ 94.81

SECTION 11. Effective July 1, 2009, the Roll-Off Service rates shall be as follows:

Open Top with 5.9 Tons/Per Load	$ 429.72
Compactor with 8 Tons/Per Load	$ 612.12
Open Top with 5.9 Tons/Per Load (Hard to Handle)	$ 493.80
Compactor with 8 Tons/Per Load (Hard to Handle)	$ 699.28
Roll-Off Recycle/Per Load	$ 243.44
10 Yard Manure Low Boy (Disposal Not Included)	$ 204.41

Other Roll-Off Fees

Delivery/Relocate/Trip Charge	$ 64.36/Per Occurrence

SECTION 12. This resolution hereby rescinds Resolution No. 2008-56.

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held on June 17, 2009.

_____
Mayor of the City of Norco, California

ATTEST:

_____
Brenda K. Jacobs, City Clerk
City of Norco, California

I, BRENDA K. JACOBS, 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 June 17, 2009 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 June 17, 2009.

_____
Brenda K. Jacobs, City Clerk
City of Norco, California

/bj-72699

CITY OF NORCO
STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, Deputy City Manager/Director of Finance

PREPARED BY: Jack Frye, Fire Chief

DATE: June 17, 2009

SUBJECT: Public Hearing Ordering Abatement of Weeds on Vacant Lots

RECOMMENDATION: Adoption of **Resolution No. 2009-____**, declaring that weeds and hazardous vegetation, upon or in front of vacant property in the City of Norco, constitute a public nuisance and ordering the abatement.

SUMMARY: The proposed resolution orders the abatement of weeds and authorizes the Fire Department's weed abatement contractor to begin abating weeds on vacant properties whose owners did not comply with the Notice to Abate.

BACKGROUND/ANALYSIS: On April 15, 2009 Council adopted Resolution No. 2009-16, allowing the Fire Department to proceed with the 2009 Spring Weed Abatement Program. Pursuant to California Government Code, Notices to Abate Weeds, Hazardous Vegetation and Tumbleweeds were either mailed to property owners of vacant parcels or physically posted on the vacant property. The deadline to abate spring weeds was May 17, 2009.

The purpose of the Public Hearing is to consider objections from property owners and for Council to authorize the Fire Department's weed abatement contractor to remove weeds on vacant properties that were not abated by the deadline date. Property owners will be billed for the cost of the abatement, and if not paid, fixed charge assessment liens will be placed against the properties through the Riverside County Auditor-Controller's Office.

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

/di-72702
Attachments: Resolution No. 2009-_____
2009 Vacant Parcel List – Exhibit "A"

Agenda Item 8.B.

RESOLUTION NO. 2009-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA DECLARING THAT WEEDS AND HAZARDOUS VEGETATION, UPON OR IN FRONT OF VACANT PROPERTY IN THE CITY OF NORCO, CONSTITUTE A PUBLIC NUISANCE AND ORDERING THE ABATEMENT

WHEREAS, Resolution No. 2009-16 was passed and adopted on April 15, 2009 declaring that seasonal and recurring weeds and hazardous vegetation, upon or in front of vacant property in the City of Norco, constitute a public nuisance and further declaring the City's intent to provide for the abatement and setting a Public Hearing; and

WHEREAS, Notices to Abate Weeds, Hazardous Vegetation and Tumbleweeds were mailed to property owners of vacant property and given in the form prescribed by the California Government Code; and

WHEREAS, Notices to Abate Weeds, Hazardous Vegetation and Tumbleweeds were posted on vacant properties, whose mailed notices were returned and given in the form prescribed by the California Government Code; and

WHEREAS, at the Public Hearing, the City Council of the City of Norco heard and considered all objections to the abatement; and

WHEREAS, weeds, hazardous vegetation and tumbleweeds were not destroyed or removed and the nuisance abated, pursuant to the Notice to Abate.

WHEREAS, the Agency now desires to authorize the execution of such documents and the performance of such acts as may be necessary or desirable to affect the issuance and sale of the Bonds.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Norco, California, does hereby find and declare the following:

1. That all objections to the proposed destruction or removal of weeds, as defined in Chapter 13, Article 2, Section 39560 of the California Government Code, upon or in front of those vacant parcels of land described in Exhibit "A" on file in the Office of the City Clerk and incorporated herein by this reference, are overruled.

2. That the Fire Chief is ordered to abate the nuisances by having the weeds destroyed or removed from the vacant parcels of land described in Exhibit "A" where the hazard still exists.

3. That it's Council's intent to assess the cost of the abatement as special assessments against each vacant parcel where the nuisance is located and declare the cost to be a property tax lien on each parcel.

4. That the weeds, hazardous vegetation and tumbleweeds on the vacant parcels of land described in Exhibit "A" are seasonal and recurring nuisances.

5. That the weeds, hazardous vegetation and tumbleweeds constitute a distinct fire hazard, and the method of removal must meet the requirements of the Southern California Air Quality Management District's Rules 403(g) (1) (J).

6. That the Fire Chief is further ordered to abate the seasonal and recurring nuisances in accordance with the provisions of Title 4, Division 3, Chapter 13, Article 2, Sections 39560-39568, inclusive, of the California Government Code, provided that on the second and any subsequent occurrence of such nuisance on the same vacant parcel or parcels within the same calendar year, no further hearings need to be held; and it shall be sufficient to mail a Notice to Abate to property owners at their addresses as they appear on Riverside County's current assessment roll, in accordance with the provisions of the notice contained in Section 39562.1 of the California Government Code.

PASSED AND ADOPTED by the city Council of the City of Norco at its regular meeting held on June 17, 2009

_____
Mayor of the City of Norco, California

ATTEST:

_____
Brenda K. Jacobs, City Clerk
City of Norco, California

I, Brenda K. Jacobs, 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 held on June 17, 2009 by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Brenda K. Jacobs, City Clerk
City of Norco, California
/di-72795

Exhibit "A"

NORCO FIRE DEPARTMENT VACANT PARCEL LIST -- 2009

PARCEL NO.	LOCATION/ADDRESS	ACREAGE	OWNER OF RECORD
121-310-087	SWC River Rd. & Corydon Av.	8.32	SAM & DOT DEKRUYF 8919 MERRILL AV CHINO CA 91710
121-310-090	next to 2651 River Rd.	3.18	SAM & DOT DEKRUYF 8919 MERRILL AV CHINO CA 91710
123-150-008	next to 2579 Echo Hill Dr. off Hillside Av.	4.51	SOUTHERN CALIFORNIA EDISON C/O PHYLLIS LOPEZ REAL ESTATE OPERATIONS 14799 CHESTNUT ST WESTMINSTER CA 92683
125-322-006	1110 First St.	2.41	VARUGHESE & SUSIE ZACHARIAH 1347 BIRDSONG LN CORONA CA 92881
126-050-017	north of 2200 Hamner Av.	0.43	D W AUGUST INC 1331 TIFFANY RANCH RD ARROYO GRANDE CA 93420
127-050-016	3001 Hamner Av.	1.77	VICTOR & NICHOLETTA MELEO PO BOX 98 LINDSAY CA 93247
127-200-040	between I-15 & Fourth St.	0.08	ROY JOLLY 11357 SNOW VIEW CT YUCAIPA CA 92399
127-200-042	between I-15 & Fourth St.	1.02	ROY JOLLY 11357 SNOW VIEW CT YUCAIPA CA 92399
127-331-012	2830 Reservoir Dr.	0.20	PAT & EMMA ALVARADO C/O ROLLIE ALVARADO 7840 BAYSINGER ST DOWNEY CA 90241
130-100-002	behind Quiet Hill Ct.	41.58	ALTFILLISCH CONSTRUCTION CO 13200 CITRUS ST CORONA CA 92880-9214
130-240-031	3636 Norconian Dr.	4.10	VICKY BLAIR 129 HAYDEN WY BREA CA 92821
130-250-004	south of 3646 Hamner Av.	1.40	NORCO HOSPITALITY LLC 20 CAMARIN ST. FOOTHILL RANCH, CA 92610
130-250-005	north of 3490 Hamner Av.	1.88	NORCO HOSPITALITY LLC 20 CAMARIN ST. FOOTHILL RANCH, CA 92610
131-070-014	south of 4231 Valley View Av.	4.44	GEORGE SINICHAK 13814 WALNUT ST. WHITTIER, CA 90602
133-150-022	623 Sixth St.	0.38	ALAN HASSO (714)771-1953 389 AVENUE MARGARITA ANAHEIM CA 92807

133-160-026	east of 433 Sixth St.	0.40	MADISON GARDENS INV GROUP 23811 WASHINGTON AV MURRIETA CA 92562
168-023-008	SEC Mt. Tobin Ct. & Mt. Shasta Dr.	0.38	FIRST PACIFIC COAST CONST & DEV INC C/O CORREAFIRST PACIFIC CONST & DEV 10834 HOLE AV RIVERSIDE CA 92505

CITY OF NORCO
STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, Deputy City Manager/Director of Finance

PREPARED BY: Brenda K. Jacobs, City Clerk

DATE: June 17, 2009

SUBJECT: Appointments to Various City Commissions/Beautification Committee/Economic Development Advisory Council

RECOMMENDATION: Staff recommends that the City Council make the following appointments:

a) One person to serve on the Parks and Recreation Commission;
b) One person to serve on the Planning Commission;
c) Three persons to serve on the Beautification Committee; and
d) One person to serve on the Economic Development Advisory Council

SUMMARY: The City of Norco has various commissions, committees and advisory councils that advise the City Council on one or more aspects of City government. The term set for service on the Commissions is for 4-years, the term set for service on the Beautification Committee is for 3-years, and there is no term limit for service on the Economic Development Advisory Council. Currently, there is one vacancy on the Parks and Recreation Commission, one vacancy on the Planning Commission, three vacancies on the Beautification Committee, and one vacancy on the Economic Development Advisory Council.

BACKGROUND/ANALYSIS: The following terms will expire in 2009 on the Parks and Recreation Commission, the Planning Commission and the Beautification Committee:

Jeanine Adams	Parks and Recreation Commission (June 2009)
Phillip Jaffarian	Planning Commission (June 2009)
Rose Eldridge	Beautification Committee (November 2009)
Gail Lynn	Beautification Committee (November 2009)
Patricia Overstreet	Beautification Committee (November 2009)

The following resignation was received for the Economic Development Advisory Council (EDAC):

Mike Harris

Staff solicited applications for the commissions, the Beautification Committee and the EDAC during the month of May. Applications were received until the deadline date of June 4, 2009.

Parks and Recreation Commission
(One Vacancy and Four-Year Term)

The following applications have been received for the Council's consideration:

Jeannine Adams
Ted Hoffman
Laurie LoFranco
Randy Stolp
Adelina Sumida

Planning Commission
(One Vacancy and Four-Year Term)

The following applications have been received for the Council's consideration:

Philip Jaffarian
Adelina Sumida
Jim J. Roberts
Randy Stolp

Beautification Committee
(Three Vacancies and Three-Year Term)

The following applications have been received for the Council's consideration:

Rose Eldridge
Gail Lynn
Pat Overstreet

Economic Development Advisory Council
(One Vacancy and No Term)

The following applications have been received for the Council's consideration:

Wanda Crowson
Randy Stolp

Staff recommends that the Council make one appointment to the Parks and Recreation Commission (4-year term) one appointment to the Planning Commission (4-year term) three appointments to the Beautification Committee (3-year terms) and one appointment to the Economic Development Advisory Council (no term). Copies of the applications received are attached for your consideration.

/bj-72453
Attachments: Applications

Parks and Recreation Commission
One Vacancy

The following applications have been received for the Council's consideration:

Jeannine Adams
Ted Hoffman
Laurie LoFranco
Randy Stolp
Adelina Sumida

RECEIVED
CITY OF NORCO

JUN 0 4 2009

TIME:_____
CITY CLERK

CITY OF NORCO

APPLICATION FOR COMMISSION / COMMITTEE

Please check any of the following for which you wish membership consideration:

___ Planning Commission
___ Economic Development Advisory Council
X Parks, Recreation and Community Services Commission
___ Other (please list) _____
___ Streets, Trails and Utilities Commission

Please note that information provided on this form is subject to public disclosure. In submitting this application for consideration, the applicant agrees to follow the rules and procedures established for City of Norco Commissions and Committee Members.

Please type or print

NAME OF APPLICANT: Jeanine Adams Date 6/4/09

Home address: 3452 Broken Twig Dr Years lived in Norco 12

Telephone: _____

Business address: N/A

Telephone: _____

Please answer the following: *(using additional sheets if necessary)*

COMMUNITY SERVICE: (list boards, commissions, committees, and organizations on which you are currently serving or have served; offices held and in what city.)

See prev. submitted bio/resume

EMPLOYMENT: (title and duties)

EDUCATION: (include professional or vocational licenses or certificates)

Application continues on back
/di - 69036

NAME: Jeanine Adams **Date** 6/4/09

Briefly explain what in your background, training, education, or interests, specifically qualifies you as an appointee.

See prev. submitted info

What do you see as the objectives and goals of the Commission/Committee to which you are seeking appointment?

To oversee the parks & Recreation activities/facilities & make recommendations to council

How would you help to achieve these objectives and goals?

actively participate in the community in a variety of ways – endeavor to improve/enrich the lives of our citizens thru these areas.

What specific qualities can you bring to this advisory body?

Energy, enthusiasm & dedication to the betterment of Norco

Jeanine Adams 6/4/09

Signature of Applicant Date

Please note that the City of Norco's Conflict of Interest Code does require Commission/ Committee Members to annually file Economic Interest Forms disclosing financial information. Applicants must be a resident of the City of Norco, at least 18 years of age, and be willing and able to take an oath of office. The Norco City Council has adopted a Code of Ethics, Norms and Procedures and has established the duties of each Commission in the Norco Municipal Code. For additional information contact the City of Norco City Clerk's Office at (951) 270-5623

You are invited to attach additional pages, enclose a copy of your resume, or submit supplemental information that you feel may assist in the evaluation of your application.

WHEN COMPLETED, Submit original to:

City of Norco
Department of the City Clerk
2870 Clark Avenue
Norco CA 92860

Jeanine G. Adams
3452 Broken Twig Drive
Norco, Ca 92860

February 3, 2009

Personal

- Born in Los Angeles, California, September 20, 1962
- Married 21 years to Ken Adams, local business owner
- Stay-at-home mom since 1995
- Resident of Norco, California, Horsetown USA, since 1997
- Mother of 3: Jennifer, age 18, graduate of Norco High School - currently attends BYU Idaho; Russell, age 17 currently a Junior at Norco High School; Courtney, age 12 attends Norco Intermediate School.
- Owner of 2 horses, fabulous "Cinnamon," age 28 and her wonderful son, "Wyatt," age 3 who is now a great trail horse that was born and raised in our family!

Academic

Graduated Glendale High School, 1980
Glendale Community College 1980-1982
Graduated Moro Beauty College, earned license1985
Attended Riverside Community College, completed Nursing pre-req classes in 2006 (4.0 gpa)

Professional

Purchasing Agent, Sunland Housing Group (residential developer)1986-1990
Executive Secretary to Sr. V.P. Operations, J.W. Robinson Co. 1983-1986
Executive Secretary, T.H.E.M of California (aerospace packaging firm)1982-1983
Sales Manager, Discount Software (mail order software retailer)1980-82

Community Involvement:

- PTA Board Member 6 years
- Coordinated Fundraising for Highland Elementary Computer Lab
- 6th Grade Camp Fundraising 4 years
- 6th Grade Camp Chaperone 2 years
- Church Girls Camp Leader 3 years
- Children's Sunday School Teacher, 1981-2005
- Adult Sunday School Teacher 2006-2007
- Lake Norconian Club Foundation – founding member 2006
- Lake Norconian Club Foundation Board member
- RURAL – member 6 years, Board Member 1 year
- Member of Corona Norco Interfaith
- Boy Scouts of America Webelos Leader 3 years
- Boy Scouts of America Webelos Asst Leader 1 year
- Co-Founded & Coordinated a grass-roots effort for equestrian park facilities in Silverlakes area in opposition to proposed Racetrack
- Organized a dinner to honor La Barca, Mexico students here for Norco Valley Fair 2006
- Local volunteer coordinator for various propositions (Prop 22, Prop 8)
- Election day poll watcher Nov. 2008
- Community Facilities District No. 95-1 Appeals Board Appointee, 2008

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CITY OF NORCO
JUN 03 2009
TIME:_____
CITY CLERK

CITY OF NORCO

APPLICATION FOR COMMISSION / COMMITTEE

Please check any of the following for which you wish membership consideration:

___Planning Commission ___Streets, Trails and Utilities Commission
___Economic Development Advisory Council
_X_Parks, Recreation and Community Services Commission
___Other (please list) _____

Please note that information provided on this form is subject to public disclosure. In submitting this application for consideration, the applicant agrees to follow the rules and procedures established for City of Norco Commissions and Committee Members.

Please type or print

NAME OF APPLICANT: Ted Hoffman Date May 28, 2009

Home address: 350 Wild Horse Lane, Norco, CA Years lived in Norco: < One

Telephone: Cell: _____

Business address: 160 W Sixth Street, San Jacinto

Telephone: _____

Please answer the following: (*using additional sheets if necessary*)

COMMUNITY SERVICE: (list boards, commissions, committees, and organizations on which you are currently serving or have served; offices held and in what city.) *A member of the Norco Mounted Posse from 1983 to 1990, serving on the Norco Posse Rodeo Committee from 1984-1995; A member of the rodeo committee for the Chino Fair Association from 1990 to 2005; A girls' softball coach in the recreational leagues in the cities of Menifee and Murrieta from 1997 to 2003; A member and Board of Director's Officer of the California Pro Rodeo Circuit from 1998 to present. Coordinator of the California Finals Rodeo held in Norco for the past seven years. Business member of the Norco Horsemen's Association and Norco Chamber of Commerce.*

EMPLOYMENT: (title and duties). *A sworn sergeant with the Riverside County Sheriff's Department currently assigned as a patrol supervisor for the city of San Jacinto. I have been a sworn deputy sheriff with Riverside County Sheriff's Department since 1986. My current duties include patrol night shift supervisor, reviewing criminal investigations, handling complaints, training coordination officer and reviewing environmental impact reports.*

EDUCATION: (include professional or vocational licenses or certificates): *Graduated from Norco High School in 1970; attended Cal Poly University at Pomona, CA from 1970-1972, studying Agricultural Business Management; Graduated from Mount San Antonio College in Walnut, CA in 1976 with an Associates Degree in Agricultural Science.*
Completed the Peace Officer's Basic Academy in 1986 and currently hold an Advance Certificate and a Supervisor's Certificate from the California Peace Officer Standard's & Training Department.

Application continues on back
/di - 69036

NAME: Ted Hoffman **Date:** 5/28/09

Briefly explain what in your background, training, education, or interests, specifically qualifies you as an appointee. *I have lived in the Norco area since 1957, growing up on a dairy farm in Eastvale and attended local schools. I have been involved with Norco activities since the 1980's with various 4H & FFA clubs, horse breed clubs and more recently with the rodeos. For several years I have helped in developing and organizing several events that have occurred in Norco over the past 20 years. As part of my work experience and education I have had considerable training in reviewing environmental impact reports, community oriented policing techniques, and crime prevention. I own my own portable arena and livestock handling equipment along with portable corrals which have been used by the city for housing of rescued animals during emergencies. I know what it takes to have a top rate equestrian facility. I have also coached girls' softball and have been exposed to the demands required for recreational programs. Having recently moved back to the area, I want to be involved to insure the rural lifestyle is preserved in Norco as well as making sure that the youths' recreational programs to include equestrian and non-equestrian are taken care of in the community.*

What do you see as the objectives and goals of the Commission/Committee to which you are seeking appointment? *I know that the Parks & Recreation Commission was originally formed to review matters relating to the City's parks and recreation system. With the current renovation of Ingalls Equestrian Event Center, the Silverlakes Project and current fiscal crisis the state and the city are facing it is important that these projects are done in a practical, affordable and responsible manner. I see the objectives of this committee are to review these projects to insure that all of the citizens of Norco (young & old, equestrian and non-equestrian) are well served and monetarily protected.*

How would you help to achieve these objectives and goals? *To achieve these goals I would request city staff and planners prepare well balanced documentation for any projects submitted for review to insure all of the citizens of Norco are getting fair and balance recreational service. I would examine other city's after-action reports on similar projects submitted to determine their feasibility and worth. Also I would look to the private or non-profit sector for outside financing instead of relying on public funds.*

What specific qualities can you bring to this advisory body? During my law enforcement career and private interests I have worked with several communities (Lake Elsinore, Murrieta, Menifee, Poway, Chino, Perris and San Jacinto) and their leaders. I have been exposed to their programs and seen their successes and failures. Owning my own portable arena business and growing up in the cattle and dairy business I know what it takes to handle livestock and horses. I have worked with major corporations in securing funds for events and attended seminars on how to promote events. I bring that knowledge along with my fresh ideas and enthusiasm to this committee.

Signature of Applicant

6/3/09
Date

Please note that the City of Norco's Conflict of Interest Code does require Commission/ Committee Members to annually file Economic Interest Forms disclosing financial information. Applicants must be a resident of the City of Norco, at least 18 years of age, and be willing and able to take an oath of office. The Norco City Council has adopted a Code of Ethics, Norms and Procedures and has established the duties of each Commission in the Norco Municipal Code. For additional information contact the City of Norco City Clerk's Office at (951) 270-5623

You are invited to attach additional pages, enclose a copy of your resume, or submit supplemental information that you feel may assist in the evaluation of your application.

WHEN COMPLETED, Submit original to:

City of Norco
Department of the City Clerk
2870 Clark Avenue
Norco, CA 92860

RECEIVED
CITY OF NORCO

JUN 0 4 2009

TIME: _____ CITY CLERK

CITY OF NORCO

APPLICATION FOR COMMISSION / COMMITTEE

Please check any of the following for which you wish membership consideration:

___ Planning Commission
___ Streets, Trails and Utilities Commission
✓ Economic Development Advisory Council
✓ Parks, Recreation and Community Services Commission
___ Other (please list) _____

Please note that information provided on this form is subject to public disclosure. In submitting this application for consideration, the applicant agrees to follow the rules and procedures established for City of Norco Commissions and Committee Members.

Please type or print

NAME OF APPLICANT: Laurie LoFranco Date 6/3/02

Home address: 1603 Longhorn Way. Years lived in Norco 2

Telephone: _____

Business address: 3550 Vine St., Riverside, CA 92507

Telephone: _____

Please answer the following: *(using additional sheets if necessary)*

COMMUNITY SERVICE: (list boards, commissions, committees, and organizations on which you are currently serving or have served; offices held and in what city.)

California Public Employers Labor Relations Association
Southern California Labor Relations Council
Inland Empire International Personnel Management Association
League of California Cities Employee Relations Committee
Soroptimist International of Corona

EMPLOYMENT: (title and duties)

Keenan & Asso. - Provide insurance products to municipalities - 11/08-Present
City of Corona - Human Resources Director 7/96 - 7/08

EDUCATION: (include professional or vocational licenses or certificates)

Human Services Degree - College of Notre Dame
Masters Degree in Public Administration - Cal State San Bernardino - In Progress
Graduation June 2010

Application continues on back
/di - 69036

NAME: Laurie LoFranco **Date** 6/3/09

Briefly explain what in your background, training, education, or interests, specifically qualifies you as an appointee.

12 years of City Government experience as Human Resources Director at the City of Corona. Logistics chief for EOC. Owner and operator of Landscape Maintenance Company for 9 years.

What do you see as the objectives and goals of the Commission/Committee to which you are seeking appointment?

To help advise the Council on issues involving Parks, recreation and Community Services. We are your eyes and ears. We are here to help not hinder. The Ultimate goal of the Commission is to help establish a better Community

How would you help to achieve these objectives and goals?

By listening to our citizens. Listen, Listen, Listen and use wisdom in forming your opinions. I am not coming into this with any bias or hidden Agenda.

What specific qualities can you bring to this advisory body?

Understanding of local government policies and procedures. Leadership and management skills. Experience owning and operating a sucessful business. A knack for problem solving teamwork & collaboration.

Laurie LoFranco 6/3/09

Signature of Applicant Date

Please note that the City of Norco's Conflict of Interest Code does require Commission/ Committee Members to annually file Economic Interest Forms disclosing financial information. Applicants must be a resident of the City of Norco, at least 18 years of age, and be willing and able to take an oath of office. The Norco City Council has adopted a Code of Ethics, Norms and Procedures and has established the duties of each Commission in the Norco Municipal Code. For additional information contact the City of Norco City Clerk's Office at (951) 270-5623

You are invited to attach additional pages, enclose a copy of your resume, or submit supplemental information that you feel may assist in the evaluation of your application.

WHEN COMPLETED, Submit original to:

City of Norco
Department of the City Clerk
2870 Clark Avenue
Norco CA 92860

Laurie LoFranco
1603 Longhorn Way
Norco, CA 92860

June 4, 2009

City Council
City of Norco
2870 Clark Ave.
Norco, CA 92860

Dear Honorable Mayor and Council Members:

Please accept my application and resume for the Parks, Recreation and Community Services Commission. I am excited about serving my community in this capacity and working closely with the City Council and City Departments to best meet the needs of its citizens.

For the past twelve years I have worked for the City of Corona; my last five years were spent as the Department Director. During my tenure at the City I was very involved in the community and I miss that. I participated in fundraisers for the Boys and Girls Club, Breast Cancer, Boy Scouts, Peppermint Ridge, Alternatives to Domestic Violence, Relay for Life, United Way, CATS and more. I was an active member of the Corona Chapter of Soroptimist for the past 4 years.

Since I left my position at Corona last summer, I have missed being involved in the community. I moved to Norco two years ago and am longing to add value to the place I live. I understand what it takes to keep a City running and to meet the needs of the community. I worked closely with all departments of the City on issues that faced them both externally and internally. I have a strong appreciation and love for City Government.

I feel most connected to this particular commission because I owned and operated my own Landscape Company for nine years and thus have an appreciation for development and parks in general. I am excited about the development of the Silverlakes Equestrian and Sports Park as well as some of the great programs the Parks, Recreation and Community Services Department offers to the City such as services for seniors, disabled, teens, and families.

In closing, I am ready to roll up my sleeves and get to work. I know how to work as a member of a team and bring consensus. I love collaboration and brainstorming.

Thank you for your consideration.

Laurie LoFranco

Laurie J. LoFranco

1603 Longhorn Way
Norco, CA 92860

SUMMARY

20+ years experience in the field of Human Resources. During that time I worked in both the public and private sector. I was fortunate to be able to hold many key leadership positions and mentor others who had a desire for career growth. My goal is to continue working in the public sector and giving back to the community I work for.

WORK EXPERIENCE

Keenan & Associates, Riverside, CA 11/2008-Present

Account Executive

Provide employee benefits, insurance products and retirement programs to Cities, Counties, Water Agencies and Transit Authorities. Keep customers up to date on current changes in labor law and benefits regulations. Provide training in areas of human resources and risk management. Manage accounts to insure customer satisfaction and business retention.

CITY OF CORONA, Corona, CA 2003-7/2008

Human Resource Director

Direct and coordinate Human Resource programs, functions, and activities. Responsible for Citywide training, organizational development, designing and developing employee retreats, employee orientation, benefit programs and disciplinary procedures. Management Negotiator for five bargaining groups. Logistics Chief for the City's Emergency Operations Center. Represent the City in personnel issues for EEOC/DFEH and all legal proceedings. Oversight of City's risk management and safety programs related to Workers' Compensation, general liability, and property and casualty insurance claims. Provide highly responsible and technical staff assistance to the City Manager and City Council and participate as a member of the executive team.

Accomplishments include:

- Creation of on-site Master's program in Public Administration.
- Establishment of City-wide training program and Employee Orientation.
- Successful negotiations with five bargaining units.
- Created outside consulting and recruitment income generating business for the City.

Human Resource Manager 2000-2003

Manage and coordinate Human Resources Division, including training, employee relations, classification and compensation, recruitment and selection, benefits administration, grievance and discipline. Strategic partner with other City Departments and outside agencies. Administer City's employee relations activities. Develop and administer division budget. Advise departments regarding the City's personnel rules.

Accomplishments include:

- Completion & implementation of Classification & Compensation Study.
- Established background investigation process for all City recruitments.
- Reorganization of Human Resources Department & Cross-training of all positions.
- Development and/or revision of numerous City administrative policies.

Senior Human Resource Analyst 1998—2000

Responsible for professional and technical work in the areas of recruitment, testing, compensation, classification, job analysis, labor relations and training. Participated in administering special human resource programs performing a variety of research and analysis projects. Oversaw benefits and payroll processing functions. Supervised, trained and developed office staff focusing on customer service to both the public and City departments.

Accomplishments Include:

- Implementation of new HRIS/Payroll system.
- Completion and Implementation of Classification and Compensation Study for all non-sworn positions (1997-1998).
- Creation of on-line employment application.
- Computerization of Employee Review Forms.
- Development of Paramedic/Firefighter selection plan with diversity element.
- Purchase, design and implementation of new employee ID card system.
- Creation of tracking system for salaries and position control.
- Redesign of recruitment announcements and recruitment procedures.

Personnel Analyst 1996—1998

Planned and implemented employee recruitment and selection activities which included, developing and conducting outreach recruitment programs, developing job announcements, advertisements, and supplemental applications. Screened applications for qualifications; conducted job analyses to identify essential job functions and associated knowledge, skills and abilities; developed and administered job-related selection procedures, including application reviews, written and performance tests, interviews and assessment techniques; analyzed test results; ensured that all phases of recruitment and selection comply with applicable federal, state and local laws, regulations and guidelines; responded to applicant and candidate questions and concerns; generated notices to applicants and candidates; briefed interview oral board panelist on appropriate interviewing protocol.

ELECTREND, INC., Temecula, CA 1995—1996

Personnel Manager

Staffed restaurant from pre-open; trained staff, developed and managed all human resources functions, conducted orientations, produced weekly payroll, managed workers' compensation.

R & L SERVICES, Foster City, CA 1992-1995

Personnel Director

Director of all personnel functions including hiring, advertisement, labor compliance, SB 198 -IIPP; development of personnel policy manual; managed workers' compensation; produced weekly payroll.

KLINGBEIL COMPANY, San Francisco, CA 1990-1992

Personnel Director

Personnel Director for nationwide company. Managed wage and hour law for five states and various satellite offices. Traveled and conducted trainings in various locations. Developed personnel manual for all offices. Conducted all recruitments. Managed office staff. Reviewed and analyzed reports, legislation, court cases, and related personnel matters

COASTAL VENTURES, Belmont, CA 1987-1990

Personnel Director

Managed all Personnel functions for 6 locations; bi-weekly payroll for 350 employees; workers' compensation; I-9 compliance; new employee orientations; child labor laws; all employee benefits.

EDUCATION

College of Notre Dame, BA Human Services, 1994, Magna Cum Laude
California State San Bernardino, MPA, (In Progress)

PROFESSIONAL ACTIVITIES

Board Member - California Public Employers Labor Relations Association
Member - Southern California Labor Relations Council
Member - National Public Employer Labor Relations Association
Board Member - Inland International Personnel Management Association
Member - Society for Human Resources Management
Member - Western Regional Intergovernmental Personnel Assessment Council
Committee Member - League of California Cities Employee Relations Committee
Member - Soroptimist International of Corona

CERTIFICATES/TRAININGS

- Employee Discipline
- Effective Leadership
- Training and Development
- Wage and Salary Administration
- MMBA under PERB
- IPMA Executive Certification
- NIMS/SIMS Certified
- CPR
- State of California Life, Health and Accident Insurance License

CITY OF NORCO

RECEIVED
CITY OF NORCO
MAY 28 2009
TIME:
CITY CLERK

APPLICATION FOR COMMISSION / COMMITTEE

Please check any of the following for which you wish membership consideration:

- ☐ Community Services Commission
- ☒ Economic Development Advisory Council
- ☒ Parks, Recreations, and Community Services Commission
- ☐ Other (please list) Prefer Planning, Parks & Rec. then EDAC, but very happy to serve on any.
- ☒ Planning Commission
- ☐ Streets and Trails Commission

Please note that information provided on this form is subject to public disclosure. In submitting this application for consideration, the applicant agrees to follow the rules and procedures established for City of Norco Commissions and Committee Members.

Please type or print

NAME OF APPLICANT: Randy Stolp Date May 28, 2009

Home address: 5053 Bluff St. Years lived in Norco 4 1/2

Telephone: _____

Business address: Same as home

Telephone: _____

Please answer the following: (*using additional sheets if necessary*)

COMMUNITY SERVICE: (list boards, commissions, committees, and organizations on which you are currently serving or have served; offices held and in what city.)

Member, Professional Networks Advisory Council, California Credit Union League, Rancho Cucamonga
President, Tri-County Chapter California Credit Union League, Rancho Cucamonga

EMPLOYMENT: (title and duties)

Please see attached resume.

EDUCATION: (include professional or vocational licenses or certificates)

I received my BS, Business Administration-Marketing from California State University Long Beach in June 2007.
I am currently enrolled in Western CUNA Management School in Pomona a three year executive management training program which serves credit unions in the western half of the United States. This is an exclusive program which Arrowhead Credit Union only selects two participants for annually.

Application continues on back

NAME: Randy Stolp

Date May 28, 2009

Briefly explain what in your background, training, education, or interests, specifically qualifies you as an appointee.

My background consists primarily of employment and personal experience as a leader. I have spoken at conferences in my field and participate in professional networks. Credit Unions exemplify the adage of "people helping people" and we help each other for the betterment of our members. As a leader in such an organization, I am uniquely qualified to serve on volunteer organizations such as these commissions. I truly believe it is my(our) purpose in life to make those around us better and I would like the opportunity to do so through service to our community on one of our commissions.

What do you see as the objectives and goals of the Commission/Committee to which you are seeking appointment?

Our commissions are the stewards of the people and city of Norco. Our objectives are to preserve the animal keeping lifestyle and small town feel and nature of Norco while evaluating/advising the City Council on decisions to keep our city viable and a decent place to live for all residents.

How would you help to achieve these objectives and goals?

Some of the responsibilities of the commissions include recommendation to City Council on matters which may involve or affect expenditure of funds. As leader of one of the largest single business units of Arrowhead Credit Union, I have managed budgets in excess of $2 million dollars annually and successfully met or exceeded my budget targets for three years. I can successfully weigh the needs of Norconians with the fiscal responsibilities of the city to make appropriate recommendations within commission and to council.

What specific qualities can you bring to this advisory body?

I am a relationship builder. My role as President of the not-for-profit Tri-County Chapter involved leading the strategic direction of the Chapter to meet the educational needs of our member credit unions through our monthly programs and fundraising. This involves reaching consensus with a diverse volunteer board of governors for the chapter who have no obligation to the chapter other than their desire to serve.

Signature of Applicant

5-28-09
Date

Please note that the City of Norco's Conflict of Interest Code does require Commission/Committee Members to annually file Economic Interest Forms disclosing financial information. Applicants must be a resident of the City of Norco, US Citizens, at least 21 years of age, and be willing and able to take an oath of office. The Norco City Council has adopted a Code of Ethics, Norms and Procedures and has established the duties of each Commission in the Norco Municipal Code. For additional information contact the City of Norco City Clerk's Office at (951) 270-5623.

You are invited to attach additional pages, enclose a copy of your resume, or submit supplemental information that you feel may assist in the evaluation of your application.

WHEN COMPLETED, Submit original to: City of Norco
Department of the City Clerk
2870 Clark Avenue
Norco CA 92860

Randy Stolp

5053 Bluff Street, Norco, California 92860,

May 28, 2009

Norco City Council
2870 Clark Avenue
Norco, CA 92860

Dear Councilmembers:

I am very interested in meeting with you to discuss your commission opportunities. I have overseen Contact Centers in two diverse industries, financial services at Wells Fargo Bank, two of the largest credit unions in Southern California; and healthcare at ValueOptions, one of the largest providers of managed mental health care in the country.

This broad, cross-industry exposure has given me the opportunity to step outside of the day to day management of a Contact Center and into executive level leadership. As a top level Contact Center executive, I have engaged in the strategic management of the organization, client acquisition, software evaluation, vendor negotiation, and mergers. Additionally, I represented the largest credit union trade organization in the Western United States, the California and Nevada Credit Union Leagues, at the regional level.

I have streamlined back office and fulfillment processes that resulted in front office operational efficiencies and increased sales productivity. I am well versed in preparing and presenting proposals to transition Contact Centers from cost centers into profit centers and I am frequently sought after to speak professionally on these topics.

I am often regarded as a relationship builder and a proactive partner by my peers. I have forged relationships with other teams where there were none to offer additional services within the Contact Center. I am experienced in overseeing both inbound and outbound sales in a service environment.

I would welcome the opportunity to meet with you and discuss the openings on your Planning Commission; Parks, Recreation, and Community Services Commission; and Economic Development Advisory Council further, please call me at your earliest convenience.

Sincerely,

Randy Stolp

Randy Stolp

5053 Bluff Street, Norco, California 92860,

EXECUTIVE CONTACT CENTER LEADERSHIP

Inbound and Outbound Sales and Service, Managing Business Account Relationships

Executive Profile

Experienced and influential organizational leader with cross-industry Contact Center management experience including ten years in the financial services industry and four years in the healthcare industry. An expert in bringing about positive change through operational improvements.

- Exceptional oral and written communication skills effectively interacting with all levels of executives, staff, and vendors.
- Outstanding partner and relationship builder experienced at leading diverse groups of various sizes including employees, partners, and volunteer board members.
- Practical and educational background in marketing and branding campaigns.
- Extensive public speaking and presentation skills.
- Drives accountability through effective delegation and empowerment to create a sense of ownership.

Professional Background

Vice President, Call Center Manager — July 2005 to May 2009
Arrowhead Credit Union — San Bernardino, CA

- President of a three county regional unit encompassing Riverside, San Bernardino, and Inyo Counties, of the largest Credit Union trade organization in the Western United States, the California and Nevada Credit Union Leagues.
  - Awarded Platinum Status for meeting all fundraising, community service, and attendance goals 2007, 2008.
  - Organized and moderated a CEO panel "Future Leaders" attended by over 120 people.
  - Organized and hosted a Generation Y panel to determine what drives their banking decisions.
- Negotiated software contracts to replace aging and/or non-functioning Call Center software for screen pops, scheduling, and call recording at an average savings of 10-15% under budget.
- Implemented new multi-channel call management software including call, email, fax, and live Web Chat routing.
- Expanded loan application services in the Call Center to bring in an average of $4 million monthly.
- Implementing an Internal Call Center team to provide service and support to Branch employees.
- Manage relationship with third party Call Center contracted for overflow call volume.
- Manage the eCommerce channel including online account opening and servicing online banking members' needs via Live Web Chat, secured messaging, and email.
- Initiated and implemented two convenience fees to increase non-interest income.
  - $10 Telephone Courtesy Payment fee currently generating over $20,000 annually.
  - $ 2 Agent Assistance fee for balance inquiries and account to account transfers, projected to generate over $30,000 annually in addition to reducing call volume and fte expenses.

Assistant Vice President, Call Center Manager — January 2001 to June 2005
Orange County's Credit Union — Santa Ana, CA

- Developed and managed a team of outbound sales agents.
  - Approved to booked loan ratio increased to 60%.
  - Converted/cross sold loans increased 25%.
  - Sales of auxiliary loan products MBP, GAP, and CL&D increased 50%.
  - Utilized proforma and product profitability to shift selling focus to more profitable products.

- Converted existing Call Center from a "cost center" model into a virtual "branch/profit center" model in July 2004 and led the new Call Center teams to exceed their sales goals in the next three sales blitzes.
- Implemented a remote Call Center to retain Call Center Agents from a Credit Union merger with custom routing allowing members to reach them contributing to an 87% member retention rate the first year after merger.
- Reduced employee turnover to 0% and maintained for 8 consecutive months.
- Implemented "Coaching for Success" a new service quality observation program for Call Center Representatives and initiated a formalized "Peer Coaching" strategy to mentor new Call Center Representatives.
- Improved Stop Payment procedure to reduce work by 25%.
- Led development and implementation of a contact management system which provided for Credit Union wide tracking of Member interactions.

Manager Member Service, Call Center Supervisor/Trainer August 1997 to January 2001
ValueOptions Long Beach, CA

- Chaired a national Customer Service process improvement committee to standardize and improve service.
- Actively participated as a member of the Western Region Procedures Committee.
- Represented the Call Center in presentations to potential clients and onsite visits with existing clients.
- Improved service to members through the specialization of Customer Service into two distinct units, Claims Customer Service and Member Services.
- Met all Client Performance Guarantees in relation to Call Center Service Level Agreements (SLAs) and no monetary penalties were paid to clients for missing SLAs while I oversaw the Call Center.
- Implemented "automatic answer" in Customer Service to improve average speed of answer from over fourteen seconds to six seconds or less.

Operations Officer, Call Center Supervisor, Lead Quality Control Specialist, Workflow Coordinator, Transaction Adjuster, Proof Machine Operator October 1988 to August 1997
Arrowhead Credit Union El Monte, CA, Santa Ana, CA

- One of only 6 employees statewide chosen to participate in a year long management training program and the only one assigned to the Call Center in 1995.
- Assisted with the 1994 reorganization of Wells Fargo Bank's Deposit Processing Centers.
- Received the "Center Stage Award" for meeting department participation and contribution goals as Team Leader for Orange County Express ATM Processing Department's 1993 Community Support Campaign.

Other Accomplishments

- Accomplished and sought after public speaker. Recent topics have included, "Moving up, So you want to be a Manager," "Turning Your Call Center into a Virtual Branch," "The Changing Face of Call Center Service," and "Contact Management."
- Completed California Aids Ride from San Francisco to Los Angeles two consecutive years. The first year as a rider raising over $3,500, the second as a volunteer supporting the riders in camp.

Education

Western CUNA Management School, Claremont, CA, 3 year Credit Union executive management school, graduating July 2010.

California State University Long Beach, Long Beach, CA, Bachelor of Science, Business Administration – Marketing, June 2007.

Cypress College, Cypress CA, Associate of Arts, Business Administration, June 1992.

Note: Senior level references and most current performance evaluation can be provided upon request.

RECEIVED
CITY OF NORCO

MAY 19 2009

TIME:
CITY CLERK

CITY OF NORCO

APPLICATION FOR COMMISSION / COMMITTEE

Please check any of the following for which you wish membership consideration:

X Planning Commission
___ Economic Development Advisory Council
X Parks, Recreation and Community Services Commission
___ Other (please list) _____
___ Streets, Trails and Utilities Commission

Please note that information provided on this form is subject to public disclosure. In submitting this application for consideration, the applicant agrees to follow the rules and procedures established for City of Norco Commissions and Committee Members.

Please type or print

NAME OF APPLICANT: Adelina Sumida Date 5/19/09

Home address: 4243 Rim Crest Drive Years lived in Norco 24 yrs

Telephone: [illegible]

Business address: N/A

Telephone: N/A

Please answer the following: *(using additional sheets if necessary)*

COMMUNITY SERVICE: (list boards, commissions, committees, and organizations on which you are currently serving or have served; offices held and in what city.)

None

EMPLOYMENT: (title and duties) Retired

EDUCATION: (include professional or vocational licenses or certificates)

Bachelor of Science in Business, w/ Specialization in Human Resource Mgmt.

Application continues on back
/di - 69036

NAME: Adelina Sumida Date 5/19/09

Briefly explain what in your background, training, education, or interests, specifically qualifies you as an appointee.

I have the ability to analyze problems, organize and gather resources, communicate effectively and a good problem solver. "See Attached Resume"

What do you see as the objectives and goals of the Commission/Committee to which you are seeking appointment?

The objectives and goals of the Commission are to ensure we follow all the proper protocols as directed by the conservation and planning laws.

How would you help to achieve these objectives and goals? We need to ensure that we conduct our business with the most efficient effectiveness and as expeditiously as possible.

What specific qualities can you bring to this advisory body? My perseverance, dedication, commitment and ethics are what I would bring to the advisory body.

Signature of Applicant

5/19/09
Date

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You are invited to attach additional pages, enclose a copy of your resume, or submit supplemental information that you feel may assist in the evaluation of your application.

WHEN COMPLETED, Submit original to:

City of Norco
Department of the City Clerk
2870 Clark Avenue
Norco CA 92860

Adelina Sumida-Batson
Cell: 951.314.4253
Home: 951.273.1064

Professional Summary

I represented an organization of approximately 470 personnel on HR issues ranging from compensation, benefits, talent acquisition and employee relations. Partner with leadership/management to ensure compliance with federal and state regulations in addition to company policies and practices. Provide guidance and counsel assisting employees and leadership/management regarding issues and concerns. Partner with two business units in deploying international employees. Additional functions include Safety, Facilities, Employee Resource Groups, and management/employee communication. Ability to analyze problems, organize and gather resources, communicate effectively with all levels of personnel to effectively meet goals. Self motivated, results oriented, works well with others, and good problem solver.

Career Accomplishments

Raytheon Company (1984 – 06/2007)

Listed are many of the functions I was involved in: Training/Development, HRIS, Internal/External Recruiting, Process New Hires, New Employee Orientation, Terminations, Coaching/Facilitating, Short Term Disability, and Workers Compensation.

Processes and Procedures: Developing Operating Procedures, Interpreting/Applying Corporate Practices, Award Programs, Relocation Packages, Salary Planning and Budget Control, Merit/Promotional Increase Analysis, AAP, EEO, FLSA, ADA, FMLA Administration.

Administration: Safety Office coordination, Security Representative to maintain security and monitor violations, Inform management of existing and new security programs, Emergency Planning and Preparedness Coordinator, Oversee work of two employees.

Website: Co-Led design/development of Business website by interfacing with IT, and end users (at all levels including Directors and VP's) in the development of dynamic web pages for management data gathering. Through feedback from employees and management established web pages to focus on communication ranging from "Welcoming New Hires" to current events.

Raytheon Six Sigma: R6Sigma Specialist, Completed Leadership Deployment Workshop, Six Sigma team member on Organizational Baseline Staffing project; recommended cost effective staffing solution for external capability, Team player in "Middle East Deployment", Received the 2006 Raytheon Excellence in Operations and Quality Award for the Field Engrg/RAID Deployment Team, and Facilitated 2 Six Sigma teams.

Tools and Applications: PeopleSoft (Certifying Authority), Resumix, RayCats (Recruiting), HireRight, Access, Datawarehouse, Impromtu, SAP, MS Office, NetObject Fusion, Web maintenance, Facility Management Information System.

Education

BS, HR Management, Capella University, 2007 – Summa Cum Laude
AA, Business Management, Fullerton College, 1985

Clearance: Secret

Planning Commission
One Vacancy

The following applications have been received for the Council's consideration:

Philip Jaffarian
Adelina Sumida
Jim J. Roberts
Randy Stolp

CITY OF NORCO

RECEIVED
CITY OF NORCO
MAY 18 2009
TIME:
CITY CLERK

APPLICATION FOR COMMISSION / COMMITTEE

Please check any of the following for which you wish membership consideration:

X Planning Commission
___ Streets, Trails and Utilities Commission
___ Economic Development Advisory Council
___ Parks, Recreation and Community Services Commission
___ Other (please list) _____

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Please type or print

NAME OF APPLICANT: PHILIP JAFFARIAN Date 15 MAY 2009

Home address: 2691 BRONCO LN. Years lived in Norco 6

Telephone: [redacted]

Business address: 913 OCEAN FRONT WALK, VENICE, CA

Telephone: [redacted]

Please answer the following: *(using additional sheets if necessary)*

COMMUNITY SERVICE: (list boards, commissions, committees, and organizations on which you are currently serving or have served; offices held and in what city.)

PLANNING COMMISSION, NORCO (CURRENT & PAST)

EMPLOYMENT: (title and duties)

VICE PRESIDENT, SR. PROJECT MGR: MANAGEMENT OF ARCHITECT/ DESIGN PROJECTS

EDUCATION: (include professional or vocational licenses or certificates)

BACHELOR OF ARCHITECTURE, CAL POLY POMONA 1991
LICENSED ARCHITECT, CALIFORNIA
NATL COUNCIL OF ARCH. REG. BOARD - CERTIFIED.

Application continues on back
/di - 69036

NAME: PHILIP JAFFARIAN **Date** 15 MAY 2009

Briefly explain what in your background, training, education, or interests, specifically qualifies you as an appointee.

MY PREVIOUS EXPERIENCE AS A NORCO PLANNING COMMISSIONER WITH MY EDUCATION, TRAINING AND EXPERIENCE AS AN ARCHITECT ALLOW ME TO EVALUATE THE CURRENT REGULATIONS AND ENCOURAGE RESPONSIVE DEVELOPMENT IN NORCO'S UNIQUE ENVIRONMENT.

What do you see as the objectives and goals of the Commission/Committee to which you are seeking appointment?

THE PLANNING COMMISSION HAS THE UNIQUE GOAL OF INTERPRETING DIRECTION IN PLANNING & ZONING CODE AND MAKING RECOMMENDATIONS TO THE CITY COUNCIL, THE GOAL OF THE COMMISSION IS TO AID IN RESPONSIVE DEVELOPMENT WHILE ENCOURAGING ANIMAL KEEPING.

How would you help to achieve these objectives and goals?

I EXPECT TO APPLY MY EXPERIENCE IN ARCHITECTURE AND CONSTRUCTION AND MY KNOWLEDGE OF NORCO REGULATIONS TO AID IN THE EVALUATION OF VARIANCES, SPECIAL USES AND DESIGN REVIEW.

What specific qualities can you bring to this advisory body?

THE COMBINATION OF EXPERIENCE & EDUCATION IN ARCHITECTURE, THE SPECIFIC KNOWLEDGE OF THE OPERATIONS OF THE PLANNING COMMISSION, AND A DESIRE TO MAINTAIN THE EQUESTRIAN ATMOSPHERE UNIQUE TO NORCO ARE ALL QUALITIES I BRING TO THE PLANNING COMMISSION.

Signature of Applicant

15 MAY 2009.
Date

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WHEN COMPLETED, Submit original to:

City of Norco
Department of the City Clerk
2870 Clark Avenue
Norco CA 92860

RECEIVED
CITY OF NORCO

MAY 19 2009

TIME:_____
CITY CLERK

CITY OF NORCO

APPLICATION FOR COMMISSION / COMMITTEE

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X Planning Commission
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X Parks, Recreation and Community Services Commission
___ Other (please list) _____
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Please type or print

NAME OF APPLICANT: Adelina Sumida Date 5/19/09

Home address: 4243 Rim Crest Drive Years lived in Norco 24 yrs

Telephone: _____

Business address: N/A

Telephone: N/A

Please answer the following: *(using additional sheets if necessary)*

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None

EMPLOYMENT: (title and duties) Retired

EDUCATION: (include professional or vocational licenses or certificates)

Bachelor of Science in Business, w/ Specialization in Human Resource Mgmt.

Application continues on back
/di - 69036

NAME: Adelina Sumida **Date** 5/19/09

Briefly explain what in your background, training, education, or interests, specifically qualifies you as an appointee.

I have the ability to analyze problems, organize and gather resources, communicate effectively and a good problem solver. "See Attached Resume"

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The objectives and goals of the Commission are to ensure we follow all the proper protocols as directed by the conservation and planning laws.

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What specific qualities can you bring to this advisory body? My perseverance, dedication, commitment and ethics are what I would bring to the advisory body.

Signature of Applicant

5/19/09
Date

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Department of the City Clerk
2870 Clark Avenue
Norco CA 92860

Adelina Sumida-Batson
Cell: 951.314.4253
Home: 951.273.1064

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Career Accomplishments

Raytheon Company (1984 – 06/2007)

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Administration: Safety Office coordination, Security Representative to maintain security and monitor violations, Inform management of existing and new security programs, Emergency Planning and Preparedness Coordinator, Oversee work of two employees.

Website: Co-Led design/development of Business website by interfacing with IT, and end users (at all levels including Directors and VP's) in the development of dynamic web pages for management data gathering. Through feedback from employees and management established web pages to focus on communication ranging from "Welcoming New Hires" to current events.

Raytheon Six Sigma: R6Sigma Specialist, Completed Leadership Deployment Workshop, Six Sigma team member on Organizational Baseline Staffing project; recommended cost effective staffing solution for external capability, Team player in "Middle East Deployment", Received the 2006 Raytheon Excellence in Operations and Quality Award for the Field Engrg/RAID Deployment Team, and Facilitated 2 Six Sigma teams.

Tools and Applications: PeopleSoft (Certifying Authority), Resumix, RayCats (Recruiting), HireRight, Access, Datawarehouse, Impromtu, SAP, MS Office, NetObject Fusion, Web maintenance, Facility Management Information System.

Education

BS, HR Management, Capella University, 2007 – Summa Cum Laude
AA, Business Management, Fullerton College, 1985

Clearance: Secret

RECEIVED
CITY OF NORCO

JUN 0 4 2009

TIME: _____
CITY CLERK

CITY OF NORCO

APPLICATION FOR COMMISSION / COMMITTEE

Please check any of the following for which you wish membership consideration:

X Planning Commission
___ Streets, Trails and Utilities Commission
___ Economic Development Advisory Council
___ Parks, Recreation and Community Services Commission
___ Other (please list) _____

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Please type or print

NAME OF APPLICANT: Jim J Roberts Date 6-4-09

Home address: 1350 4th St Years lived in Norco 19

Telephone: _____

Business address: _____

Telephone: _____

Please answer the following: *(using additional sheets if necessary)*

COMMUNITY SERVICE: (list boards, commissions, committees, and organizations on which you are currently serving or have served; offices held and in what city.)

Rotary for 35 years, as board member, President, and other offices. Board member, Fullerton YMCA, Blind Children Learning Center, Special Olympics, Golf Chairman for Congress Dannemeyer

EMPLOYMENT: (title and duties)

Corvette Specialties - Sales Manager
Work at three other dealerships - In sales & Management
Turbomaster Corp, Orlando, FL, and Ontario, Calif.
for 35 years

EDUCATION: (include professional or vocational licenses or certificates)

Boone High - Orlando, FL

Fullerton College.
Sales and Business Management.
Time Management, Leadership

Application continues on back
/di - 69036

NAME: Jim ROBERTS Date _____

Briefly explain what in your background, training, education, or interests, specifically qualifies you as an appointee. I WORK IN MANUFACTURING FOR 35 YEARS. I WORK WITH BUILDER SUPPLYING THEM PRODUCT FOR NEW CONSTRUCTION. I KNOW HOW TO READ AND UNDERSTAND BLUEPRINTS

What do you see as the objectives and goals of the Commission/Committee to which you are seeking appointment? IT SEEMS THE PLANNING COMMISSION SHOULD BE ABLE TO GIVE AN OBJECTIVE SUCCESSION TO THE COUNCIL.

How would you help to achieve these objectives and goals?

I FEEL IN LOOKING AT ALL POSSIBILITIES BEFORE MAKING A DECISION ON A PROJECT

What specific qualities can you bring to this advisory body?

I HAVE LIVED IN NORCO FOR 19 YEARS. I HAVE SEEN ALOT OF GROWTH. I WOULD LIKE TO BE ABLE TO HELP IN SEEING THAT NORCO GROWS IN THE RIGHT AREAS

Signature of Applicant _____ Date 6/4/09

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You are invited to attach additional pages, enclose a copy of your resume, or submit supplemental information that you feel may assist in the evaluation of your application.

WHEN COMPLETED, Submit original to:

City of Norco
Department of the City Clerk
2870 Clark Avenue
Norco CA 92860

JIM ROBERTS
1350 4TH ST.
NORCO, CA 92860
951-288-3621
JJR145@HOTMAIL.COM

OBJECTIVE:

To join a growth oriented organization, where a sound background in
Practical management can be utilized to meet the business of the organization.

SUMMARY OF QUALIFICATIONS:

Managerial Personnel;
> Productive and effective employee/manager
> Strong supervisory skills proficient at hiring and training.
> Ability to interact with all departments/ managers
> Negotiations with suppliers at all levels
> Strong hands on manager experience managing multiple sales, purchasing, shipping, receiving, and inventory control

Administrative;
> Good written and verbal communication skills
> Strong attention to detail/excellent organizational skills
> Computer literate; Microsoft word, office, spreadsheet, desk manager.

Marketing;
> Supervised both company sales people and manufacturing representative.
> Attended trade shows.

Sales;
> I established the territory sales for the California plant.
> I supported company sales people in there assigned territory.
> I supported manufacturing representative in the western U.S.

Continual Sales;
> I went into the car sales working as a sales person, retention specialist, sales manager.
> I did the finance contracts for cars and work with finance institution.
> supervised car sales people.

Quality assurance;
> Working knowledge in multi-managerial capacities. Including

purchasing, inventory control, sales, marketing, distribution, customer service, shipping and receiving.

ACHIEVEMENTS;

> Organized and construction of an assembly plant.

> Increased annual sales from $150,000.00 to $1,000,000.00 plus.

> Received regular bonuses for quality and timelines of work.

> Organized web sites for placing cars on the internet.

> Member of Rotary International 1973- present.

PROFESSIONAL EXPERIENCE;

>2006-2008 Corvette Specialty
Sales Manager

>2001-2004 Savage BMW
Sales Consultant

>1997-2000 Inland empire Volvo
Sales Manager.

> 1968-1996 Tub-Master Corporation Orlando, Fl and Ontario, Ca
General Manager.

EDUCTION;

> Sales and Business management, Time Management, Leadership
Retention management.

> Boone High School, Orlando, Fl (1967)

> Fullerton Junior College (1985- 1988)

CITY OF NORCO

RECEIVED
CITY OF NORCO
MAY 28 2009
TIME:
CITY CLERK

APPLICATION FOR COMMISSION / COMMITTEE

Please check any of the following for which you wish membership consideration:

- ☐ Community Services Commission
- ☒ Economic Development Advisory Council
- ☒ Parks, Recreations, and Community Services Commission
- ☐ Other (please list) Prefer Planning, Parks & Rec, then EDAC, but very happy to serve on any.
- ☒ Planning Commission
- ☐ Streets and Trails Commission

Please note that information provided on this form is subject to public disclosure. In submitting this application for consideration, the applicant agrees to follow the rules and procedures established for City of Norco Commissions and Committee Members.

Please type or print

NAME OF APPLICANT: Randy Stolp Date May 28, 2009

Home address: 5053 Bluff St. Years lived in Norco 4 1/2

Telephone: _____

Business address: Same as home

Telephone: _____

Please answer the following: (*using additional sheets if necessary*)

COMMUNITY SERVICE: (list boards, commissions, committees, and organizations on which you are currently serving or have served; offices held and in what city.)

Member, Professional Networks Advisory Council, California Credit Union League, Rancho Cucamonga
President, Tri-County Chapter California Credit Union League, Rancho Cucamonga

EMPLOYMENT: (title and duties)

Please see attached resume.

EDUCATION: (include professional or vocational licenses or certificates)

I received my BS, Business Administration-Marketing from California State University Long Beach in June 2007.
I am currently enrolled in Western CUNA Management School in Pomona a three year executive management training program which serves credit unions in the western half of the United States. This is an exclusive program which Arrowhead Credit Union only selects two participants for annually.

Application continues on back

NAME: Randy Stolp

Date May 28, 2009

Briefly explain what in your background, training, education, or interests, specifically qualifies you as an appointee.

My background consists primarily of employment and personal experience as a leader. I have spoken at conferences in my field and participate in professional networks. Credit Unions exemplify the adage of "people helping people" and we help each other for the betterment of our members. As a leader in such an organization, I am uniquely qualified to serve on volunteer organizations such as these commissions. I truly believe it is my(our) purpose in life to make those around us better and I would like the opportunity to do so through service to our community on one of our commissions.

What do you see as the objectives and goals of the Commission/Committee to which you are seeking appointment?

Our commissions are the stewards of the people and city of Norco. Our objectives are to preserve the animal keeping lifestyle and small town feel and nature of Norco while evaluating/advising the City Council on decisions to keep our city viable and a decent place to live for all residents.

How would you help to achieve these objectives and goals?

Some of the responsibilities of the commissions include recommendation to City Council on matters which may involve or affect expenditure of funds. As leader of one of the largest single business units of Arrowhead Credit Union, I have managed budgets in excess of $2 million dollars annually and successfully met or exceeded my budget targets for three years. I can successfully weigh the needs of Norconians with the fiscal responsibilities of the city to make appropriate recommendations within commission and to council.

What specific qualities can you bring to this advisory body?

I am a relationship builder. My role as President of the not-for-profit Tri-County Chapter involved leading the strategic direction of the Chapter to meet the educational needs of our member credit unions through our monthly programs and fundraising. This involves reaching consensus with a diverse volunteer board of governors for the chapter who have no obligation to the chapter other than their desire to serve.

Signature of Applicant

5-28-09
Date

Please note that the City of Norco's Conflict of Interest Code does require Commission/Committee Members to annually file Economic Interest Forms disclosing financial information. Applicants must be a resident of the City of Norco, US Citizens, at least 21 years of age, and be willing and able to take an oath of office. The Norco City Council has adopted a Code of Ethics, Norms and Procedures and has established the duties of each Commission in the Norco Municipal Code. For additional information contact the City of Norco City Clerk's Office at (951) 270-5623.

You are invited to attach additional pages, enclose a copy of your resume, or submit supplemental information that you feel may assist in the evaluation of your application.

WHEN COMPLETED, Submit original to: City of Norco
Department of the City Clerk
2870 Clark Avenue
Norco CA 92860

Randy Stolp

5053 Bluff Street, Norco, California 92860,

May 28, 2009

Norco City Council
2870 Clark Avenue
Norco, CA 92860

Dear Councilmembers:

I am very interested in meeting with you to discuss your commission opportunities. I have overseen Contact Centers in two diverse industries, financial services at Wells Fargo Bank, two of the largest credit unions in Southern California; and healthcare at ValueOptions, one of the largest providers of managed mental health care in the country.

This broad, cross-industry exposure has given me the opportunity to step outside of the day to day management of a Contact Center and into executive level leadership. As a top level Contact Center executive, I have engaged in the strategic management of the organization, client acquisition, software evaluation, vendor negotiation, and mergers. Additionally, I represented the largest credit union trade organization in the Western United States, the California and Nevada Credit Union Leagues, at the regional level.

I have streamlined back office and fulfillment processes that resulted in front office operational efficiencies and increased sales productivity. I am well versed in preparing and presenting proposals to transition Contact Centers from cost centers into profit centers and I am frequently sought after to speak professionally on these topics.

I am often regarded as a relationship builder and a proactive partner by my peers. I have forged relationships with other teams where there were none to offer additional services within the Contact Center. I am experienced in overseeing both inbound and outbound sales in a service environment.

I would welcome the opportunity to meet with you and discuss the openings on your Planning Commission; Parks, Recreation, and Community Services Commission; and Economic Development Advisory Council further, please call me at your earliest convenience.

Sincerely,

Randy Stolp

Randy Stolp

5053 Bluff Street, Norco, California 92860,

EXECUTIVE CONTACT CENTER LEADERSHIP

Inbound and Outbound Sales and Service, Managing Business Account Relationships

Executive Profile

Experienced and influential organizational leader with cross-industry Contact Center management experience including ten years in the financial services industry and four years in the healthcare industry. An expert in bringing about positive change through operational improvements.

- Exceptional oral and written communication skills effectively interacting with all levels of executives, staff, and vendors.
- Outstanding partner and relationship builder experienced at leading diverse groups of various sizes including employees, partners, and volunteer board members.
- Practical and educational background in marketing and branding campaigns.
- Extensive public speaking and presentation skills.
- Drives accountability through effective delegation and empowerment to create a sense of ownership.

Professional Background

Vice President, Call Center Manager — July 2005 to May 2009
Arrowhead Credit Union — San Bernardino, CA

- President of a three county regional unit encompassing Riverside, San Bernardino, and Inyo Counties, of the largest Credit Union trade organization in the Western United States, the California and Nevada Credit Union Leagues.
  - Awarded Platinum Status for meeting all fundraising, community service, and attendance goals 2007, 2008.
  - Organized and moderated a CEO panel "Future Leaders" attended by over 120 people.
  - Organized and hosted a Generation Y panel to determine what drives their banking decisions.
- Negotiated software contracts to replace aging and/or non-functioning Call Center software for screen pops, scheduling, and call recording at an average savings of 10-15% under budget.
- Implemented new multi-channel call management software including call, email, fax, and live Web Chat routing.
- Expanded loan application services in the Call Center to bring in an average of $4 million monthly.
- Implementing an Internal Call Center team to provide service and support to Branch employees.
- Manage relationship with third party Call Center contracted for overflow call volume.
- Manage the eCommerce channel including online account opening and servicing online banking members' needs via Live Web Chat, secured messaging, and email.
- Initiated and implemented two convenience fees to increase non-interest income.
  - $10 Telephone Courtesy Payment fee currently generating over $20,000 annually.
  - $ 2 Agent Assistance fee for balance inquiries and account to account transfers, projected to generate over $30,000 annually in addition to reducing call volume and fte expenses.

Assistant Vice President, Call Center Manager — January 2001 to June 2005
Orange County's Credit Union — Santa Ana, CA

- Developed and managed a team of outbound sales agents.
  - Approved to booked loan ratio increased to 60%.
  - Converted/cross sold loans increased 25%.
  - Sales of auxiliary loan products MBP, GAP, and CL&D increased 50%.
  - Utilized proforma and product profitability to shift selling focus to more profitable products.

- Converted existing Call Center from a "cost center" model into a virtual "branch/profit center" model in July 2004 and led the new Call Center teams to exceed their sales goals in the next three sales blitzes.
- Implemented a remote Call Center to retain Call Center Agents from a Credit Union merger with custom routing allowing members to reach them contributing to an 87% member retention rate the first year after merger.
- Reduced employee turnover to 0% and maintained for 8 consecutive months.
- Implemented "Coaching for Success" a new service quality observation program for Call Center Representatives and initiated a formalized "Peer Coaching" strategy to mentor new Call Center Representatives.
- Improved Stop Payment procedure to reduce work by 25%.
- Led development and implementation of a contact management system which provided for Credit Union wide tracking of Member interactions.

Manager Member Service, Call Center Supervisor/Trainer — August 1997 to January 2001
ValueOptions — Long Beach, CA

- Chaired a national Customer Service process improvement committee to standardize and improve service.
- Actively participated as a member of the Western Region Procedures Committee.
- Represented the Call Center in presentations to potential clients and onsite visits with existing clients.
- Improved service to members through the specialization of Customer Service into two distinct units, Claims Customer Service and Member Services.
- Met all Client Performance Guarantees in relation to Call Center Service Level Agreements (SLAs) and no monetary penalties were paid to clients for missing SLAs while I oversaw the Call Center.
- Implemented "automatic answer" in Customer Service to improve average speed of answer from over fourteen seconds to six seconds or less.

Operations Officer, Call Center Supervisor, Lead Quality Control Specialist, Workflow Coordinator, Transaction Adjuster, Proof Machine Operator — October 1988 to August 1997
Arrowhead Credit Union — El Monte, CA, Santa Ana, CA

- One of only 6 employees statewide chosen to participate in a year long management training program and the only one assigned to the Call Center in 1995.
- Assisted with the 1994 reorganization of Wells Fargo Bank's Deposit Processing Centers.
- Received the "Center Stage Award" for meeting department participation and contribution goals as Team Leader for Orange County Express ATM Processing Department's 1993 Community Support Campaign.

Other Accomplishments

- Accomplished and sought after public speaker. Recent topics have included, "Moving up, So you want to be a Manager," "Turning Your Call Center into a Virtual Branch," "The Changing Face of Call Center Service," and "Contact Management."
- Completed California Aids Ride from San Francisco to Los Angeles two consecutive years. The first year as a rider raising over $3,500, the second as a volunteer supporting the riders in camp.

Education

Western CUNA Management School, Claremont, CA, 3 year Credit Union executive management school, graduating July 2010.

California State University Long Beach, Long Beach, CA, Bachelor of Science, Business Administration – Marketing, June 2007.

Cypress College, Cypress CA, Associate of Arts, Business Administration, June 1992.

Note: Senior level references and most current performance evaluation can be provided upon request.

Beautification Committee
Three Vacancies

The following applications have been received for the Council's consideration:

Rose Eldridge
Gail Lynn
Pat Overstreet

CITY OF NORCO

RECEIVED
CITY OF NORCO
MAY 06 2009
TIME:
CITY CLERK

APPLICATION FOR COMMISSION / COMMITTEE

Please check any of the following for which you wish membership consideration:

___ Planning Commission
___ Economic Development Advisory Council
___ Parks, Recreation, and Community Services Commission
✓ Other (please list) Beautification Committee
___ Streets, Trails and Utilities Commission

Please note that information provided on this form is subject to public disclosure. In submitting this application for consideration, the applicant agrees to follow the rules and procedures established for City of Norco Commissions and Committee Members.

Please type or print

NAME OF APPLICANT: Rose Eldridge Date 5-5-09

Home address: 4044 Valley View, Norco Years lived in Norco 43

Telephone: [illegible]

Business address: _____

Telephone: _____

Please answer the following: (*using additional sheets if necessary)*

COMMUNITY SERVICE: (list boards, commissions, committees, and organizations on which you are currently serving or have served; offices held and in what city.)
Seniors & Pets Coordinator & Pres. 23 yrs. Beautification committee - Since it was formed. Served 8 yrs on the advisary Council for office on aging & 8 yrs on the advisary committee for Riverside County ~~Transp~~ Transportation. Chairman for Norco housing. Chaired Title 5 Government employment Program for office on aging. Norco Horsemens association.

EMPLOYMENT: (title and duties)

EDUCATION: (include professional or vocational licenses or certificates)
Graduated from high school & have had some classes in Jr. College

Application continues on back

NAME: Rose Eldridge Date 5-5-09

Briefly explain what in your background, training, education, or interests, specifically qualifies you as an appointee.

Have been on the beautification since it started. Have some projects I've worked on, + would like to stay on + see them finished. I attend all meetings + do my share of work.

What do you see as the objectives and goals of the Commission/Committee to which you are seeking appointment?

To help with the Xmas Parade + the other projects that we do, like the choosing of the houses + businesses for Norco beautiful Improvement

How would you help to achieve these objectives and goals?

attend meetings + work with the other members on the projects for our city.

What specific qualities can you bring to this advisory body?

Experience

Rose Eldridge
Signature of Applicant

5-5-09
Date

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You are invited to attach additional pages, enclose a copy of your resume, or submit supplemental information that you feel may assist in the evaluation of your application.

WHEN COMPLETED, Submit original to: City of Norco
Department of the City Clerk
2870 Clark Avenue
Norco CA 92860

RECEIVED
CITY OF NORCO

JUN 0 4 2009

TIME:
CITY CLERK

CITY OF NORCO

APPLICATION FOR
COMMISSION / COMMITTEE

Please check any of the following for which you wish membership consideration:

___ Planning Commission ___ Streets, Trails and Utilities Commission
___ Economic Development Advisory Council
___ Parks, Recreation and Community Services Commission
✓ Other (please list) SEA Youth Education Committees

Please note that information provided on this form is subject to public disclosure. In submitting this application for consideration, the applicant agrees to follow the rules and procedures established for City of Norco Commissions and Committee Members.

Please type or print

NAME OF APPLICANT: Gail Marie Lynn Date June 1

Home address: 2385 Kios Korner Years lived in Norco 46

Telephone: [illegible]

Business address: 28040 Hwy 247 Barstow Rd, Stoddard Valley

Telephone: [illegible]

Please answer the following: *(using additional sheets if necessary)*

COMMUNITY SERVICE: (list boards, commissions, committees, and organizations on which you are currently serving or have served; offices held and in what city.)

See Attached Papers

EMPLOYMENT: (title and duties)

EDUCATION: (include professional or vocational licenses or certificates)

Application continues on back
/di - 69036

NAME: _____ **Date** _____

Briefly explain what in your background, training, education, or interests, specifically qualifies you as an appointee.

What do you see as the objectives and goals of the Commission/Committee to which you are seeking appointment?

How would you help to achieve these objectives and goals?

What specific qualities can you bring to this advisory body?

Signature of Applicant

Date

Please note that the City of Norco's Conflict of Interest Code does require Commission/ Committee Members to annually file Economic Interest Forms disclosing financial information. Applicants must be a resident of the City of Norco, at least 18 years of age, and be willing and able to take an oath of office. The Norco City Council has adopted a Code of Ethics, Norms and Procedures and has established the duties of each Commission in the Norco Municipal Code. For additional information contact the City of Norco City Clerk's Office at (951) 270-5623

You are invited to attach additional pages, enclose a copy of your resume, or submit supplemental information that you feel may assist in the evaluation of your application.

WHEN COMPLETED, Submit original to:

City of Norco
Department of the City Clerk
2870 Clark Avenue
Norco CA 92860

Resume

Gail Marie Lynn
2385 Kips Korner Road
Norco Cal. 92860

Work
Slash X Ranch Café
28040 Barstow Road Stoddard Valley Ca.
Mailing address P.O. Box 1948 Barstow Calif. 92312
Restaurant open Fir. Sat. & Sun only
760-252-1197
Lynn Storage Yard
Lynn Property Management

Community Service/ Organization President and Past

Beautification Committee
- 2-Term

Norco Historical Society
- Member/ Board
- Secretary
- Chairperson Wine Tasting

The Scottish Terrier Club of California
- Member
- Past Board Member
- Specialty Show Luncheon Head Committee
- Puppy Match Chairmen

Children League Corona
- Member Volunteer
- Chairman –New Moms Luncheon

Optimist Club Corona/Norco
- Board Member Volunteer
- Vice President

National Grange
- Board Member Volunteer
- Lady Steward
- Jr. Grange Leader

Jr. Livestock Norco/Corona
- Board Member Volunteer
- Vice President
- Fair Committee
  - BBQ Fair Book Home Arts

Norco Crusaders 4-H
- Leader

Corona Chamber of Commerce
Member
Party Parnders
Volunteer
Norco Sr. & Pets
Volunteer
Walk of Life
Volunteer
American Cancer Society
Volunteer
American Cancer Society Ball
Daffodil Days
Corona Christmas Parade
Chairperson
Red Ribbon Committee Norco/Corona
Committee Chair
A.D.J.A American Disc Jockeys Acc.
Member
Boy Scouts of America
Norco Co-Leader
A.T.S.A. American Thrift Store Acc.
Member
Day of the Child
Volunteer
United Domestic Workers of America
Member
I.H.S Norco Corona
Home schooling
Volunteer
Norco Crusaders Christian School
Home Schooling Teacher

Employment Past/President

Slash X Ranch Café
Manger
Catering and Promotions
Lynn Property Management
Bookkeeping
Lynn Storage Yard
Bookkeeping
Sounds Like A Blast Production
Co Owner D.J. Sound Enforcement and Event Planning
Twice is Nice Thrift
Owner Consignment Star Clothing Resale Clothes
Twice as Nice Décor
Owner Interior Design
Twice is Nice Party Planning
Owner Party Service Catering Event Planning and Promotion
Action Compaction
Owner Construction

Concrete Breaking Sawing Co. Construction
Secretary
Dispatch
Accounts receivable/ payable
Paper Patch Interior
Sales/Designer
Anaheim Park and Rec
Baton Teacher
City of Anaheim
Taught Interior Design Classes Budget Decorating to low income families
Radio Aahs
Events
Entertainment Manger
Kids Acting
ETS Educational Testing Service
SAT Testing
Riverside Voters Registration
Inspector

Education

Kattella High School Anaheim Ca
Fullerton Jr. College Certificates Fashion Design
Orange Coast College Certificate Interior Design
UCI Irvine Space Interior Design
Interior Design Guilds degree

Briefly explain what in your background trading, education or interests, specifically qualifies you as an appointee.
I have belonged to many different organization and committees, with this comes many years of commitment, dedication, and leadership. This patricidal committee I do desire to belong to because of the love for my city. My background has many years of experience in interior design and event planning.

What do you see as the objective and goals of the Commission/Committee to which you are seeking appointment?
To preserve, maintain and promote the rural atmosphere of this city in which I have loved for 35 years or more.

How would you help to achieve these objectives and goals
I've have been on the committee for the past two terms. The projects in which we have completed reflect, and the projects in the works, has accomplish this goals and will continue to do so in the future. This has been very easy working with this committee, who all seem to have the same objectives, and goals.

What specific qualities can you bring to this advisory body?
I am a team player and work well together with a group. My experience setting on boards have taught me that, this is one of the most important qualities.

In closing, I would just like to state: In 1975 during the housing boom, we were force to come to Riverside County for our first home. We discovered Norco only by chance. My family construction company was working on the Villa Builders Home in the buff. And we were lucky enough to have gotten our name on the list. We drove out here on the 91 fwy. every week for a year while the house was being built. I would see those bumper stickers that would state "Where in the Hell is Norco". What I didn't know at the time was how Bess we were. We raise our three children here and there is no other place in the world better to raise a family. I thank everyone's dedication, time and effort for making this a great place to live. Thank you considering me for this appointment.

Gail M. Lynn

CITY OF NORCO

RECEIVED
CITY OF NORCO
MAY 13 2009
TIME: _____
CITY CLERK

APPLICATION FOR COMMISSION / COMMITTEE

Please check any of the following for which you wish membership consideration:

___ Planning Commission
___ Economic Development Advisory Council
___ Parks, Recreation, and Community Services Commission
___ Streets, Trails and Utilities Commission
X Other (please list) Beautification Committee

Please note that information provided on this form is subject to public disclosure. In submitting this application for consideration, the applicant agrees to follow the rules and procedures established for City of Norco Commissions and Committee Members.

Please type or print

NAME OF APPLICANT: Pat Overstreet Date 5/13/09

Home address: 1231 Corona Ave, Norco Years lived in Norco 30

Telephone: _____

Business address: _____

Telephone: _____

Please answer the following: (*using additional sheets if necessary)*

COMMUNITY SERVICE: (list boards, commissions, committees, and organizations on which you are currently serving or have served; offices held and in what city.)

Beautification Comm. 2001
RURAL 1999, N.H.A. 2001?
Norco Regional Conservancy / Friends of Norco Hills 2007

EMPLOYMENT: (title and duties)

Retired (Registered Nurse, 40 yr. Career.)

EDUCATION: (include professional or vocational licenses or certificates)

R.N., A.A., B.S., Health Sciences / Art History
Fullerton College; Chapman University

Application continues on back

NAME: Pat Overstreet Date 5/13/09

Briefly explain what in your background, training, education, or interests, specifically qualifies you as an appointee. I have participated on the Beautification Comm. since 2001; I have a deep dedication to Norco's life style and all quality of Life issues. I'm passionate about making our great little community a peaceful and welcoming environment.

What do you see as the objectives and goals of the Commission/Committee to which you are seeking appointment? Continued growth in "Norco Pride" Contest Continued growth in "Parade of Lights" and Winter Carnival — More large Trees — and more "Art Projects" for Horse town USA. showcasing our Lifestyle

How would you help to achieve these objectives and goals? Cont. with the same dedication and projects as budgets and sponsors shall allow + provide

What specific qualities can you bring to this advisory body? "Retired" time! Strong volunteer History + ethic. Passion about our fabulous litte town - and a desire to help!

Pat Overstreet 5/13/09
Signature of Applicant Date

Thank you for your consideration

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You are invited to attach additional pages, enclose a copy of your resume, or submit supplemental information that you feel may assist in the evaluation of your application.

WHEN COMPLETED, Submit original to: City of Norco
Department of the City Clerk
2870 Clark Avenue
Norco CA 92860

Economic Development Advisory Council
One Vacancy

The following applications have been received for the Council's consideration:

Wanda Crowson
Randy Stolp

CITY OF NORCO

APPLICATION FOR COMMISSION / COMMITTEE

RECEIVED
CITY OF NORCO
JUN 04 2009
TIME: _____ CITY CLERK

Please check any of the following for which you wish membership consideration:

___ Planning Commission
✓ Economic Development Advisory Council
___ Parks, Recreation, and Community Services Commission
___ Other (please list) _____
___ Streets, Trails and Utilities Commission

Please note that information provided on this form is subject to public disclosure. In submitting this application for consideration, the applicant agrees to follow the rules and procedures established for City of Norco Commissions and Committee Members.

Please type or print

NAME OF APPLICANT: Wanda J. Crowson Date 5-15-09

Home address: 2200 Vista Ridge Cir Years lived in Norco 34 yrs

Telephone: _____

Business address: 1261 6th St. #A, Norco

Telephone: _____

Please answer the following: (*using additional sheets if necessary*)

COMMUNITY SERVICE: (list boards, commissions, committees, and organizations on which you are currently serving or have served; offices held and in what city.)

Norco Beautification Com. Norco
Friends of Library - Norco
Norco Board of Realtors
IVAR Board of Realtors - Rec.
Victor Valley Board of Realtors
Helped Organized Giant Photo Shoot
Committee For The Mural on Circle K.

EMPLOYMENT: (title and duties)

Owner: Century 21 Olde Tyme
I currently have 60 Agents, I oversee the whole office, on training, management, accounting, office meeting, Public And Community Affairs.

EDUCATION: (include professional or vocational licenses or certificates)

High School Graduate
Management Training
Real Estate Agent For 33 years

Application continues on back

270-5622

NAME: Wanda J. Crowson Date 5-15-09

Briefly explain what in your background, training, education, or interests, specifically qualifies you as an appointee.

Business Experience for over 35 years
Owner of a Real Estate office
Owner of a Pre School
Owner of a Property Management.

What do you see as the objectives and goals of the Commission/Committee to which you are seeking appointment?

I like being involved with the City of Norco on helping and Keeping Our Rural Living. ~~[illegible]~~ Money is a problem right now with the City but getting the Community & Business involved will help support some of Our City needs.

How would you help to achieve these objectives and goals?

I don't give up. If I want something done I go after it. If there is a Will there is a Way.

What specific qualities can you bring to this advisory body?

Knowing My City and being involved in different programs. I am on other Committee and I have been involved with finding the property the Post office purchased and the fire dep, Norco County Center, B&E Fund. Trying to plan Events for 6th St. Much more needs to be done

Wanda J [signature] 5-15-09

Signature of Applicant Date

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You are invited to attach additional pages, enclose a copy of your resume, or submit supplemental information that you feel may assist in the evaluation of your application.

WC

WHEN COMPLETED, Submit original to: City of Norco
Department of the City Clerk
2870 Clark Avenue
Norco CA 92860

06/04/2009 16:24 FAX 9512728323 C21 OLDE TYME

CITY OF NORCO

RECEIVED
CITY OF NORCO
MAY 28 2009
TIME:
CITY CLERK

APPLICATION FOR COMMISSION / COMMITTEE

Please check any of the following for which you wish membership consideration:

- ☐ Community Services Commission
- ☒ Economic Development Advisory Council
- ☒ Parks, Recreations, and Community Services Commission
- ☐ Other (please list) Prefer Planning, Parks & Rec, then EDAC, but very happy to serve on any.
- ☒ Planning Commission
- ☐ Streets and Trails Commission

Please note that information provided on this form is subject to public disclosure. In submitting this application for consideration, the applicant agrees to follow the rules and procedures established for City of Norco Commissions and Committee Members.

Please type or print

NAME OF APPLICANT: Randy Stolp Date May 28, 2009

Home address: 5053 Bluff St. Years lived in Norco 4 1/2

Telephone: _____

Business address: Same as home

Telephone: _____

Please answer the following: (*using additional sheets if necessary*)

COMMUNITY SERVICE: (list boards, commissions, committees, and organizations on which you are currently serving or have served; offices held and in what city.)

Member, Professional Networks Advisory Council, California Credit Union League, Rancho Cucamonga
President, Tri-County Chapter California Credit Union League, Rancho Cucamonga

EMPLOYMENT: (title and duties)

Please see attached resume.

EDUCATION: (include professional or vocational licenses or certificates)

I received my BS, Business Administration-Marketing from California State University Long Beach in June 2007.
I am currently enrolled in Western CUNA Management School in Pomona a three year executive management training program which serves credit unions in the western half of the United States. This is an exclusive program which Arrowhead Credit Union only selects two participants for annually.

Application continues on back

NAME: Randy Stolp

Date May 28, 2009

Briefly explain what in your background, training, education, or interests, specifically qualifies you as an appointee.

My background consists primarily of employment and personal experience as a leader. I have spoken at conferences in my field and participate in professional networks. Credit Unions exemplify the adage of "people helping people" and we help each other for the betterment of our members. As a leader in such an organization, I am uniquely qualified to serve on volunteer organizations such as these commissions. I truly believe it is my(our) purpose in life to make those around us better and I would like the opportunity to do so through service to our community on one of our commissions.

What do you see as the objectives and goals of the Commission/Committee to which you are seeking appointment?

Our commissions are the stewards of the people and city of Norco. Our objectives are to preserve the animal keeping lifestyle and small town feel and nature of Norco while evaluating/advising the City Council on decisions to keep our city viable and a decent place to live for all residents.

How would you help to achieve these objectives and goals?

Some of the responsibilities of the commissions include recommendation to City Council on matters which may involve or affect expenditure of funds. As leader of one of the largest single business units of Arrowhead Credit Union, I have managed budgets in excess of $2 million dollars annually and successfully met or exceeded my budget targets for three years. I can successfully weigh the needs of Norconians with the fiscal responsibilities of the city to make appropriate recommendations within commission and to council.

What specific qualities can you bring to this advisory body?

I am a relationship builder. My role as President of the not-for-profit Tri-County Chapter involved leading the strategic direction of the Chapter to meet the educational needs of our member credit unions through our monthly programs and fundraising. This involves reaching consensus with a diverse volunteer board of governors for the chapter who have no obligation to the chapter other than their desire to serve.

Signature of Applicant

5-28-09
Date

Please note that the City of Norco's Conflict of Interest Code does require Commission/Committee Members to annually file Economic Interest Forms disclosing financial information. Applicants must be a resident of the City of Norco, US Citizens, at least 21 years of age, and be willing and able to take an oath of office. The Norco City Council has adopted a Code of Ethics, Norms and Procedures and has established the duties of each Commission in the Norco Municipal Code. For additional information contact the City of Norco City Clerk's Office at (951) 270-5623.

You are invited to attach additional pages, enclose a copy of your resume, or submit supplemental information that you feel may assist in the evaluation of your application.

WHEN COMPLETED, Submit original to: City of Norco
Department of the City Clerk
2870 Clark Avenue
Norco CA 92860

Randy Stolp

5053 Bluff Street, Norco, California 92860,

May 28, 2009

Norco City Council
2870 Clark Avenue
Norco, CA 92860

Dear Councilmembers:

I am very interested in meeting with you to discuss your commission opportunities. I have overseen Contact Centers in two diverse industries, financial services at Wells Fargo Bank, two of the largest credit unions in Southern California; and healthcare at ValueOptions, one of the largest providers of managed mental health care in the country.

This broad, cross-industry exposure has given me the opportunity to step outside of the day to day management of a Contact Center and into executive level leadership. As a top level Contact Center executive, I have engaged in the strategic management of the organization, client acquisition, software evaluation, vendor negotiation, and mergers. Additionally, I represented the largest credit union trade organization in the Western United States, the California and Nevada Credit Union Leagues, at the regional level.

I have streamlined back office and fulfillment processes that resulted in front office operational efficiencies and increased sales productivity. I am well versed in preparing and presenting proposals to transition Contact Centers from cost centers into profit centers and I am frequently sought after to speak professionally on these topics.

I am often regarded as a relationship builder and a proactive partner by my peers. I have forged relationships with other teams where there were none to offer additional services within the Contact Center. I am experienced in overseeing both inbound and outbound sales in a service environment.

I would welcome the opportunity to meet with you and discuss the openings on your Planning Commission; Parks, Recreation, and Community Services Commission; and Economic Development Advisory Council further, please call me at your earliest convenience.

Sincerely,

Randy Stolp

Randy Stolp

5053 Bluff Street, Norco, California 92860,

EXECUTIVE CONTACT CENTER LEADERSHIP

Inbound and Outbound Sales and Service, Managing Business Account Relationships

Executive Profile

Experienced and influential organizational leader with cross-industry Contact Center management experience including ten years in the financial services industry and four years in the healthcare industry. An expert in bringing about positive change through operational improvements.

- Exceptional oral and written communication skills effectively interacting with all levels of executives, staff, and vendors.
- Outstanding partner and relationship builder experienced at leading diverse groups of various sizes including employees, partners, and volunteer board members.
- Practical and educational background in marketing and branding campaigns.
- Extensive public speaking and presentation skills.
- Drives accountability through effective delegation and empowerment to create a sense of ownership.

Professional Background

Vice President, Call Center Manager — July 2005 to May 2009
Arrowhead Credit Union — San Bernardino, CA

- President of a three county regional unit encompassing Riverside, San Bernardino, and Inyo Counties, of the largest Credit Union trade organization in the Western United States, the California and Nevada Credit Union Leagues.
  - Awarded Platinum Status for meeting all fundraising, community service, and attendance goals 2007, 2008.
  - Organized and moderated a CEO panel "Future Leaders" attended by over 120 people.
  - Organized and hosted a Generation Y panel to determine what drives their banking decisions.
- Negotiated software contracts to replace aging and/or non-functioning Call Center software for screen pops, scheduling, and call recording at an average savings of 10-15% under budget.
- Implemented new multi-channel call management software including call, email, fax, and live Web Chat routing.
- Expanded loan application services in the Call Center to bring in an average of $4 million monthly.
- Implementing an Internal Call Center team to provide service and support to Branch employees.
- Manage relationship with third party Call Center contracted for overflow call volume.
- Manage the eCommerce channel including online account opening and servicing online banking members' needs via Live Web Chat, secured messaging, and email.
- Initiated and implemented two convenience fees to increase non-interest income.
  - $10 Telephone Courtesy Payment fee currently generating over $20,000 annually.
  - $ 2 Agent Assistance fee for balance inquiries and account to account transfers, projected to generate over $30,000 annually in addition to reducing call volume and fte expenses.

Assistant Vice President, Call Center Manager — January 2001 to June 2005
Orange County's Credit Union — Santa Ana, CA

- Developed and managed a team of outbound sales agents.
  - Approved to booked loan ratio increased to 60%.
  - Converted/cross sold loans increased 25%.
  - Sales of auxiliary loan products MBP, GAP, and CL&D increased 50%.
  - Utilized proforma and product profitability to shift selling focus to more profitable products.

- Converted existing Call Center from a "cost center" model into a virtual "branch/profit center" model in July 2004 and led the new Call Center teams to exceed their sales goals in the next three sales blitzes.
- Implemented a remote Call Center to retain Call Center Agents from a Credit Union merger with custom routing allowing members to reach them contributing to an 87% member retention rate the first year after merger.
- Reduced employee turnover to 0% and maintained for 8 consecutive months.
- Implemented "Coaching for Success" a new service quality observation program for Call Center Representatives and initiated a formalized "Peer Coaching" strategy to mentor new Call Center Representatives.
- Improved Stop Payment procedure to reduce work by 25%.
- Led development and implementation of a contact management system which provided for Credit Union wide tracking of Member interactions.

Manager Member Service, Call Center Supervisor/Trainer — August 1997 to January 2001
ValueOptions — Long Beach, CA

- Chaired a national Customer Service process improvement committee to standardize and improve service.
- Actively participated as a member of the Western Region Procedures Committee.
- Represented the Call Center in presentations to potential clients and onsite visits with existing clients.
- Improved service to members through the specialization of Customer Service into two distinct units, Claims Customer Service and Member Services.
- Met all Client Performance Guarantees in relation to Call Center Service Level Agreements (SLAs) and no monetary penalties were paid to clients for missing SLAs while I oversaw the Call Center.
- Implemented "automatic answer" in Customer Service to improve average speed of answer from over fourteen seconds to six seconds or less.

Operations Officer, Call Center Supervisor, Lead Quality Control Specialist, Workflow Coordinator, Transaction Adjuster, Proof Machine Operator — October 1988 to August 1997
Arrowhead Credit Union — El Monte, CA, Santa Ana, CA

- One of only 6 employees statewide chosen to participate in a year long management training program and the only one assigned to the Call Center in 1995.
- Assisted with the 1994 reorganization of Wells Fargo Bank's Deposit Processing Centers.
- Received the "Center Stage Award" for meeting department participation and contribution goals as Team Leader for Orange County Express ATM Processing Department's 1993 Community Support Campaign.

Other Accomplishments

- Accomplished and sought after public speaker. Recent topics have included, "Moving up, So you want to be a Manager," "Turning Your Call Center into a Virtual Branch," "The Changing Face of Call Center Service," and "Contact Management."
- Completed California Aids Ride from San Francisco to Los Angeles two consecutive years. The first year as a rider raising over $3,500, the second as a volunteer supporting the riders in camp.

Education

Western CUNA Management School, Claremont, CA, 3 year Credit Union executive management school, graduating July 2010.

California State University Long Beach, Long Beach, CA, Bachelor of Science, Business Administration – Marketing, June 2007.

Cypress College, Cypress CA, Associate of Arts, Business Administration, June 1992.

Note: Senior level references and most current performance evaluation can be provided upon request.