



AGENDA
CITY OF NORCO
CITY COUNCIL/COMMUNITY REDEVELOPMENT AGENCY
REGULAR MEETING
CITY COUNCIL CHAMBERS – 2820 CLARK AVENUE
SEPTEMBER 2, 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 54956.9(b)(2)(A) – Conference with Legal Counsel - Anticipated Litigation

Number of Potential Cases: Unknown

RECONVENE PUBLIC SESSION: 7:00 p.m.

PLEDGE OF ALLEGIANCE: Mayor Pro Tem Miller

INVOCATION: Pastor Vernie Fletcher
Grace Fellowship Church

REGULAR COMMUNITY REDEVELOPMENT AGENCY (CRA) AGENDA AS FOLLOWS:

Next CRA Resolution No. 2009-17

1. CRA CONSENT CALENDAR ITEM: *(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 Board request specific items be removed from the Consent Calendar)*
 - A. CRA Minutes, Regular Meeting of August 19, 2009. **Recommended Action: Approve the CRA Minutes** (City Clerk)

2. CRA PUBLIC HEARING:

- A. Approval of an Owner Participation Agreement with R.W. Forsum Enterprises as Part of the Façade Improvement Program

R.W. Forsum Enterprises, the franchisee of the Jack in the Box restaurant, located at 1491 Sixth Street, has submitted a request to participate in the Façade Improvement Program. The proposed Owner Participation Agreement funds the project for an amount not-to-exceed \$60,000 and will be used for the renovation and updating of the existing restaurant building, its landscaping and its signature "Old Town Norco" sign. The Façade Improvement Program will help the City/Agency meet strategic objectives and promote the Western theme of "Horsetown USA."

Recommended Action: Adopt CRA Resolution No. 2009-____, approving an Owner Participation Agreement by and between the Norco Redevelopment Agency and R.W. Forsum Enterprises for a building and sign located at 1491 Sixth Street. (Director of Economic Development)

3. CRA ITEM FOR ACTION:

- A. Sponsorship Request from Horsetown USA Hall of Fame

The Norco Redevelopment Agency has received a letter from Dave Henderson, President of the Horsetown Hall of Fame Committee, seeking a \$5,000 sponsorship. This is not a budgeted expenditure and given the current financial uncertainties with the State's taking of Redevelopment funds, staff does not recommend approval.

Recommended Action: Deny the request for the Norco Redevelopment Agency to be a \$5,000 Gold Sponsor of the Horsetown USA Hall of Fame. (Executive Director)

OTHER CRA MATTERS:

ADJOURNMENT OF CRA:

REGULAR CITY COUNCIL AGENDA AS FOLLOWS:

Next Ordinance No. 911
Next Resolution No. 2009-63

4. 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. 6 of the Agenda)*

- A. City Council Minutes, Regular Meeting of August 19, 2009. **Recommended Action: Approve the City Council Minutes** (City Clerk)
- B. Planning Commission Action Minutes, Regular Meeting of August 26, 2009. **Recommended Action: Receive and File** (Planning Manager)
- C. Approval to Allow the Franchise Tax Board and the City to Enter into a Reciprocal Agreement to Exchange Tax Data Specific to City Business License Information. **Recommended Action: Adopt Resolution No. 2009-___, approving and adopting the City to enter into a Reciprocal Agreement with the Franchise Tax Board.** (Deputy City Manager/Director of Finance)
- D. Dedication of a Bench in Memory of Brittney Marie Peters at Wayne Makin Sports Complex. **Recommended Action: Approve the Bench Dedication and Memorial Plaque.** (Director of Parks, Recreation & Community Services)
- E. Approval of Agreement for Temporary Part-Time Employment of Fire Chief. **Recommended Action: Approve the Agreement for Temporary Part-Time Employment of Fire Chief.** (Deputy City Manager/Director of Finance)
- F. Accept Bids, Award Contract, and Appropriate Additional Funds for the Reservoir No. 4 Booster Pump Station Project. **Recommended Action: Award the Contract for the Reservoir No. 4 Booster Pump Station Project to Metro Builders & Engineers Group, Ltd in the amount of \$563,580; authorize the City Manager to approve contract change orders up to 10 percent of the contract amount; and adopt Resolution No. 2009-___, appropriating an additional amount of \$113,580.** (City Engineer)
- G. Final Acceptance of and Additional Appropriations for the Crestview Drive Extension and Sixth Street Improvements Project. **Recommended Action: Accept the Crestview Drive Extension and Sixth Street Improvements Project as complete; instruct the City Clerk to file the Notice of Completion with the County Recorder's Office at her earliest convenience; and adopt Resolution No. 2009-___, appropriating additional funds for the Crestview Drive Extension and Sixth Street Improvements Project.** (City Engineer)

5. CITY COUNCIL PUBLIC HEARINGS:

- A. General Plan Amendment 2008-01 (City of Norco): Review of the City of Norco 2008 Housing Element

The Housing Element is one of the seven State mandated General Plan elements. The Housing Element is subject to detailed statutory requirements regarding its content and must be updated every five years. It is the only General Plan element subject to mandatory review by a State agency; the California Department of Housing and Community Development (HCD). The purpose of the Housing Element is to examine the housing needs of residents, create and guide housing policy in the City, and identify locations to accommodate the City's Regional Housing Need Assessment.

Recommended Action: (1) Approve a Negative Declaration for General Plan Amendment 2008-01, indicating that the project will not have a significant impact on the environment; and (2) Adopt the City of Norco 2008 Housing Element and direct that it be submitted to the California Department of Housing and Community Development. (Planning Manager)

- B. Modification of an Existing Moratorium on the Approval of New Plans for the Construction of Accessory Structures that Exceed 2,500 Square Feet on Residentially-Zoned Properties

A request for modification of the existing moratorium is being recommended on the approval of new plans for accessory structures that exceed 2,500 square feet on residentially-zoned properties. The recommendation is that the Council modifies the moratorium to exclude animal-keeping structures that exceed 2,500 square feet provided they have a dirt floor, and to exclude from the moratorium any accessory structures that currently require the approval of a conditional use permit by the Planning Commission per the Municipal Code.

Recommended Action: Adopt Ordinance No. _____, modifying the existing moratorium on the approval of new plans for the construction of accessory structures that exceed 2,500 square feet on residentially-zoned properties. (Planning Manager)

6. ITEMS PULLED FROM CITY COUNCIL CONSENT CALENDAR:

7. 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.

8. OTHER MATTERS - COUNCIL OR STAFF:
9. ADJOURN TO THE REGULAR MEETING OF OCTOBER 7, 2009.

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-73106



MINUTES
CITY OF NORCO
CITY COUNCIL/COMMUNITY REDEVELOPMENT AGENCY
REGULAR MEETING
CITY COUNCIL CHAMBERS – 2820 CLARK AVENUE
AUGUST 19, 2009

CALL TO ORDER: Mayor Azevedo called the meeting to order at 7:03 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: Anglin, Cooper, Frye, Groves, Jacobs, King, Okoro, Oulman and Thompson

City Attorney Harper – **Present**

PLEDGE OF ALLEGIANCE: Mayor Azevedo

INVOCATION: Pastor Vernie Fletcher
Grace Fellowship Church

PRESENTATIONS: State of the Edison Utility – Norco
Louis Davis, Region Manager Local Public Affairs

Mr. Louis Davis, Region Public Affairs Manager for Southern California Edison (SCE), presented the “State of the Edison Utility System” in the City of Norco and the region. SCE will be investing \$20 billion during the next five years for grid enhancements and advanced technologies that will improve service reliability and reduce dependency on foreign oil. Grid improvements include installing new poles and wires, constructing new substations, and installing more than five million new technologically advanced meters. Mr. Davis stated, in response to Mayor Pro Tem Miller, that Edison should meet its renewable energy target in 2010 and they are working diligently to meet that target. He also stated that it is important to sign contracts with organizations that are valid and can meet their deliverables. Mr. Davis stated that last year’s franchise payment to the City of Norco was in the amount of \$273,365.85. SCE is doing facility sighting for a new substation in the City of Norco and is partnering with the City on energy efficiency. Energy rates are forecasted to go up and those increases will vary according to customer type and usage. The baseline allocation for the winter months will start on October 1 and will be lower than the summer allocation. SCE is working with customers during this downturn in the economy by offering rebates, including the CARE and FERA Programs, as well as local government energy partnerships. In response to Mayor Pro Tem Miller, Mr. Davis stated that the future technologically-advanced meters are important to Edison and will help to reduce the work force required, as data entry will be done from the vehicles. The advanced broadband meters will communicate with the homeowner’s electronics and will help with energy efficiency and usage. In response to Mayor Azevedo, energy audits are available to local businesses.

Update on the Wyle Property
Joseph Aldern, Kleinfelder
Rafat Abbasi, DTSC

The update on the Wyle property will be presented at a future meeting due to an unforeseen circumstance.

REGULAR COMMUNITY REDEVELOPMENT AGENCY (CRA) AGENDA AS FOLLOWS:

M/S Miller/Hall to approve the items as recommended, with corrections made to the CRA Minutes, 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 August 5, 2009. **Recommended Action: Approve the CRA Minutes** (City Clerk)
- B. Approval of First-Time Homebuyer Case 2009-02 in the Amount of \$34,650. **Recommended Action: Approval** (Housing Manager)

2. OTHER CRA MATTERS: No Other CRA Matters

ADJOURNMENT OF CRA: 7:23 p.m.

REGULAR CITY COUNCIL AGENDA AS FOLLOWS:

M/S Hall/Hanna to approve the items as recommended, with the corrections made to the City Council Minutes, 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

3. CITY COUNCIL CONSENT CALENDAR ITEMS:

- A. City Council Minutes, Regular Meeting of August 5, 2009. **Recommended Action: Approve the City Council Minutes** (City Clerk)
- B. Planning Commission Action Minutes, Regular Meeting of August 12, 2009. **Recommended Action: Receive and File** (Planning Manager)

4. CITY COUNCIL ITEM FOR ACTION:

- A. Agreement to Transfer Potable and Recycled Water between the City of Norco and the City of Corona

The City of Norco and the City of Corona have mutually agreed to construct the necessary facilities to transfer potable and recycled water between agencies for beneficial use. The purpose of the proposed agreement is to establish certain basic terms to govern cooperation, participation, responsibilities and implementation to execute the transfer of water between municipal agencies, thereby enhancing the reliability and management of local water resources.

Recommended Action: Approve a Potable and Recycled Water Transfer Agreement between the City of Norco and the City of Corona and authorize the City Manager to execute future amendments or extensions to the agreement as needed. (Director of Public Works)

City Manager Groves presented the Council item. She noted that the change has been made to the title of the Agreement to read "Agreement Regarding Recycled Water Transfers Between the City of Norco and City of Corona." She noted that this Agreement does not commit either agency to purchase water, but puts the mechanism in place for those purposes.

Council Member Hanna asked if the City is about ready to tie into the line. Director Thompson noted that we think it will start happening pretty quickly.

Council Member Hall asked if there is a target date when water will be flowing in a portion of the system. Director Thompson stated that we have flowed water for the last two weeks from the California Rehabilitation Center well fields at the southeast corner of River and Bluff to make sure it works, and it does work. The water flowed into Lake Norconian and pumped all the way to Ingalls Park.

Mayor Pro Tem Miller asked if the City will sell the water to the golf course. Director Thompson stated that the City will put in the infrastructure to provide "Corona's recycled water" to the golf course. In response to Council Member Hall, Director Thompson stated that we will charge the golf course for that water and no rates have been set at this time. Mayor Pro Tem Miller noted some minor modifications to the Agreement. In response to Mayor Pro Tem Miller, Director Thompson stated that Norco requires higher chlorine levels than Corona.

Mayor Azevedo inquired if there was an end date to the Agreement. Director Thompson stated that we do not want to tie in each agency, but will look at costs on an annual basis. He further noted that in the future, each agency will provide the infrastructure required for its own jurisdiction and we hope this can expand in the future.

Robert Snyder, 645 Silver Spur Way. Mr. Snyder asked about the high nitrates in the water that Corona receives from La Sierra. Director Thompson responded that Corona is looking at recycled water as their Agreement with La Sierra is sunsetting and pumping water over the hill is expensive. Corona will continue to keep their agreement with La Sierra, but will add this Agreement with Norco.

M/S Hall/MacGregor to approve the Potable and Recycled Water Transfer Agreement between the City of Norco and the City of Corona and authorize the City Manager to execute future amendments or extensions to the agreement as needed. The motion was carried by the following roll call vote:

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

- 5. ITEMS PULLED FROM CITY COUNCIL CONSENT CALENDAR: No Items Pulled
- 6. PUBLIC COMMENTS OR QUESTIONS:

Bill Wirtz, 4072 Temescal. Mr. Wirtz passed out to the Council and highlighted the Norco Regional Conservancy's vision for the former Wyle site and the Norco hills.

Pat Overstreet, 1231 Corona. Ms. Overstreet spoke representing the Friends of the Norco Hills and the Norco Regional Conservancy. She stated that they understand that the upper basin is suitable for use and are aware of the costs for the cleanup of the Wyle site. She further noted that Professor Wirtz has advanced some good ideas regarding what could be done and accomplished on the site. Ms. Overstreet stated that they are aware that the property is zoned manufacturing and would like to see M1 and M2 redefined. Ms. Overstreet stated "for the record" that Norco residents want to see the property as open space and do not want any houses built on that property. If any manufacturing is located on the property, they would like to see it beautifully landscaped. Ms. Overstreet stated that they are all in favor of anything that will bring in tax dollars.

John Ayala, 4141 Midland Rd., Riverside, California. Mr. Ayala spoke as the Commander of the Veterans of Foreign Wars, which has a local Post called George A. Ingalls Memorial Post 12021. Mr. Ayala asked if the City can help the local Post find a home in Norco. He referred to the building called Ingalls Hall and located on the grounds of the Naval Surface Warfare Center, which they are interested in acquiring. Mr. Ayala stated that Post 12021 has 198 members and works with the community to offer assistance with local programs and provides grant money to high school students. Mr. Ayala will meet with City Manager Groves at a later date to discuss this request.

7. OTHER MATTERS - COUNCIL OR STAFF:

- A. Report on Use of Fire Station Facility. (City Manager)
City Manager Groves noted that the annual pancake breakfast put on by the Norco Firefighters Association (NFA) will be held at Station 22 in October. She stated that, as the City Manager, she is accountable for the use of City facilities. She spoke with the NFA President and he stated that one hundred percent of the proceeds will be, and have been in the past, used for benevolent projects. City Manager Groves added that this event serves as an opportunity to educate the community regarding fire services in the City. She stated that the Council will be reviewing some use policies for City facilities at a future date. City Manager Groves stated that the pancake breakfast will move forward at Station 22 unless there is any other direction or concerns from the Council.
- B. **Mayor Pro Tem Miller** stated that he liked the new trail signs but noticed one sign that was misspelled and asked Director Thompson to look into that.
- C. **Council Member Hanna** stated that he met with the Mayor, the City Manager, Mike Francis and Doug Wozny to review the celebration of the National Day of the American Cowboy. He believes that this is an important event and that the City should capitalize on this as much as we can, as we are Horsetown USA. Council Member Hanna noted that the City had a good event this year, but next year we could incorporate some cowboy poetry and maybe we could get a group to bring back the Western Art Show as part of the weekend. He stated that on Saturday, we could kick off the day at 10 a.m. with an "old west" cattle drive on Sixth Street and follow it up with an authentic chuck wagon.
- D. **Mayor Azevedo** stated that there are some new teachers at Norco High School that are starting the Friday Night Live program. She also stated that there will be another Concert in the Park on Thursday night and that Mayor Pro Tem Miller will be the "opening act." She noted that she hopes to see everyone at the Rodeo this weekend. Mayor Azevedo reminded everyone that the City Council will be dark the second meeting in September, as the Council will be in San Jose at the annual League of California Cities Conference.

8. ADJOURNMENT: There being no further business to come before the City Council, Mayor Azevedo adjourned the meeting at 8:14 p.m.

/bj-73383

CITY OF NORCO STAFF REPORT

TO: Chairman and Members of the Norco Redevelopment Agency

FROM: Beth Groves, Interim Executive Director 

PREPARED BY: Brian Oulman, Economic Development Director 

DATE: September 2, 2009

SUBJECT: Approval of an Owner Participation Agreement with R.W. Forsum Enterprises as Part of the Façade Improvement Program

RECOMMENDATION: Adopt CRA Resolution No. 2009-_____, approving an Owner Participation Agreement by and between the Norco Redevelopment Agency and R.W. Forsum Enterprises for a building and sign located at 1491 Sixth Street.

SUMMARY: R.W. Forsum Enterprises, the franchisee of the Jack in the Box restaurant located at 1491 Sixth Street, has submitted a request to participate in the Façade Improvement Program. The proposed Owner Participation Agreement (“OPA”) funds the project for an amount not-to-exceed \$60,000 and will be used for the renovation and updating of the existing restaurant building, its landscaping and its signature “Old Town Norco” sign. The Façade Improvement Program (“Program”) will help the City/Agency meet strategic objectives and promote the Western theme of “Horsetown USA.”

BACKGROUND/ANALYSIS: On December 20, 2006, the Norco Redevelopment Agency (“Agency”) adopted CRA Resolution No. 2006-20, approving the creation of the Façade Improvement Program, to be implemented by individual businesses through the execution of OPAs.

R.W. Forsum Enterprises has submitted an application to participate in the Façade Improvement Program for an amount not-to-exceed \$60,000 and has agreed to enter into an OPA pending Agency Board approval. The subject Jack in the Box restaurant at 1491 Sixth Street in Norco (the “Site”) is operated by R.W. Forsum Enterprises under a franchising agreement with Jack in the Box, Inc. The franchisee, which operates 11 Southern California Jack in the Box locations, is authorized to enter into this OPA, which addresses the upgrading of the towering “Old Town Norco” sign, along with new architectural and landscaping enhancements to the property.

The sign, which is currently illuminated by neon tubes and hundreds of individual incandescent light bulbs, has suffered from chronic maintenance issues. The lighting

problems will be corrected by this project, and the "Old Town Norco" message will be updated to "Norco, Horsetown USA," incorporating low-maintenance channel lettering with LED lighting. Ad Art, the original designer and installer of the sign (a prominent company whose clients range from Las Vegas hotels to Fortune 500 companies) is undertaking the modifications as a subcontractor. Both the sign and building will also showcase Jack in the Box's new corporate logo, making it one of the first restaurants in Southern California to display it. Pursuant to program guidelines, the participant was required to submit two (2) bids from licensed general contractors, and CDM Company was selected. The total project cost is estimated at approximately \$125,000.

R.W. Forsum Enterprises Obligations:

Pursuant to the Program, the Participant intends to and shall rehabilitate and redevelop the Site, including the following:

- 1) Western-themed architectural embellishments and articulation on the existing property;
- 2) Exterior lighting, fencing, landscaping, and updating of signing, including a complete redesign of its signature tower sign;
- 3) Replacement of the deteriorated chain-link fence with new wood-grained vinyl fencing reflecting a Western character; and
- 4) Painting, stucco and exterior enhancement.

Design, architecture, engineering, and permit fees are allowable expenses.

Redevelopment Agency Obligations:

- 1) Provide funding for an amount not-to-exceed \$60,000 (\$20,000 grant and dollar-for-dollar matching funds for additional costs) to cover the rehabilitation and improvement of the building located at 1491 Sixth Street;
- 2) Payment to be made in three installments upon proof of work completed.

FINANCIAL IMPACT: Funding for the Façade Improvement Program has been allocated in the current Capital Improvement Program Budget.

/rg-73411

Attachments: CRA Resolution No. 2009-_____
Owner Participation Agreement (OPA)
Proposed Sign Design

CRA RESOLUTION NO. 2009-_____

A RESOLUTION OF THE NORCO REDEVELOPMENT AGENCY APPROVING AN OWNER PARTICIPATION AGREEMENT BY AND BETWEEN THE NORCO REDEVELOPMENT AGENCY AND R.W. FORSUM ENTERPRISES AS PART OF THE FAÇADE IMPROVEMENT PROGRAM FOR AN AMOUNT NOT-TO-EXCEED \$60,000 TO PROVIDE FOR THE REHABILITATION AND IMPROVEMENT OF THE PROPERTY LOCATED AT 1491 SIXTH STREET

WHEREAS, the Norco Redevelopment Agency ("Agency"), under the provision of the California Community Redevelopment Law, is engaged in activities necessary for the execution of the Redevelopment Plan for the Norco Redevelopment Project Area ("Project Area"); and

WHEREAS, on December 20, 2006, the Agency adopted CRA Resolution No. 2006-20, establishing the Façade Improvement Program to be implemented through individual Owner Participation Agreements (OPAs); and

WHEREAS, the Agency has negotiated an OPA with the R.W. Forsum Enterprises for the rehabilitation and redevelopment of the building located at 1491 Sixth Street in Norco in an amount not-to-exceed \$60,000; and

WHEREAS, the Agency has duly considered all terms and conditions of the proposed OPA and believes that the rehabilitation and improvement of the Site pursuant to the subject OPA is in the best interest of the City and Agency, and the health, safety and welfare of its residents, and is in accord with the public purposes and provisions of applicable State and local law requirements; and

WHEREAS, the Agency has received and considered the proposed development to be carried out pursuant to said OPA.

NOW, THEREFORE, the Agency does hereby find, determine, order and resolve as follows:

SECTION 1: The Agency consents to the approval of the OPA.

SECTION 2: Funding for this project, not to exceed \$60,000, has been included in the current Capital Improvement Program Budget for the Façade Improvement Program.

PASSED AND ADOPTED by the Norco Redevelopment Agency at a regular meeting held on September 2, 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 September 2, 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 City of Norco, California on September 2, 2009.

Secretary, Norco Redevelopment Agency

/rg-73414

OWNER PARTICIPATION AGREEMENT

THIS AGREEMENT is entered into on this **2nd day of September 2009**, by and among the **NORCO REDEVELOPMENT AGENCY**, a public body corporate and politic ("Agency"), and **R.W. FORSUM ENTERPRISES** ("Participant"). The Agency and the Participant agree as follows:

I. SUBJECT OF AGREEMENT

A. Purpose of the Agreement

The purpose of the Agreement is to effectuate the Façade Improvement Program ("Program") for the Norco Redevelopment Project Area No. One ("Project Area") by providing for the rehabilitation and improvement of a portion of said Project Area (the "Site") pursuant to this Agreement, which is in the best interests of the City of Norco (the "City") and the welfare of its residents, and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements. This Agreement furthers meeting the need to rehabilitate and revitalize commercial properties within the Project Area.

B. The Program

This Agreement is subject to the provisions of the Program which was approved and adopted by the Redevelopment Agency of the City of Norco by Resolution No. 2006-20. Said Resolution and the Program so approved are incorporated herein by this reference.

C. The Site

The Site consists of an improved parcel of real property located within the Project Area. The legal description for the Site is attached hereto as Attachment No. 1, incorporated herein by reference (the "Legal Description"). The site is currently improved with a commercial/retail building located at **1491 Sixth Street, Norco, California** (APN 131-140-035).

D. Participant Improvements

Pursuant to the Program, the Participant intends to and shall rehabilitate and redevelop the Site, including one or more of the following:

- 1) Freestanding sign with Western-themed frontage improvements;
- 2) Western-themed architectural embellishments and articulation;
- 3) Perimeter walls and landscaping (may include hardscape treatment/paving);
- 4) Exterior or display lighting (may include decorative parking lot lights);
- 5) Painting/stucco or other exterior enhancement;

6) Design, architecture, engineering, and permit fees;

all collectively referred to herein as the "Improvements" and all more specifically set out in Attachment No. 2 "Participant Improvements" attached hereto and incorporated herein by this reference.

The following items are considered ineligible for funding under the Program:

- 1) interior improvements except as necessary to complete exterior work;
- 2) roof repair;
- 3) painting not associated with exterior wall and roof cladding;
- 4) furniture;
- 5) any routine, normal, or deferred maintenance;
- 6) alterations and improvements made prior to entering into the Agreement;
- 7) any items that are not allowed under any City of Norco Code or Ordinance.

E. Parties to the Agreement

1. The Agency

The Agency is the public body, corporate and politic, exercising governmental functions and powers, organized and existing under the Community Redevelopment Law of the State of California.

The principal office of the Agency is located at:

NORCO REDEVELOPMENT AGENCY
2870 Clark Avenue
Norco, California 92860
Attention: Economic Development Director

"Agency", as used in this Agreement, includes any assignee or successor to its rights, powers, and responsibilities.

2. The Participant

The Participant is R.W. Forsum Enterprises, represented by R.W. Forsum, 34118 Pacific Coast Hwy., Ste. 6, Dana Point, CA 92629. The Participant is franchisee of the restaurant occupying the site, and is authorized by the owner to enter into this OPA. Whenever the term "Participant" is used herein such term shall include assignees and successors in interest to the Participant.

F. Compliance with Laws

1. City Development Services

The Participant shall at its sole expense apply for, obtain from and effect to final inspection from all required City development services divisions, including the Planning Division, Building Division, and Public Works Division, and other governmental agencies or entities the approvals, permits, and authorizations, for the design/construction through completion of the Participant Improvements prior to commencing any work or improvement under this Agreement.

2. Prevailing Wages

The Participant shall carry out the construction of the Participant Improvements as described in Attachment No. 2 in conformity with all applicable, laws, including federal, state, and local labor standards. The Participant recognizes and is aware of the existence of legislation adopted by the California State Legislature in 2001 and generally referred to as SB 975 regarding prevailing wages, for which the Participant shall determine the manner of compliance required pursuant thereto as to all undertakings of Participant and Participant Affiliates pursuant to this Agreement. The Agency has made no representation nor given any assurances or warranties that this Agreement, the approval hereof or the implementation of any aspect of this Agreement in any manner complies with said SB 975 and all other prevailing wage requirements of applicable California law.

G. Property Ownership Requirement

Property owners shall prove legal title to the Site. A copy of the Site's Preliminary Title Report is included as Attachment No. 3.

H. Lease Requirement

Commercial tenants shall have a minimum of three (3) years remaining on their lease from the date the Agreement is signed and executed. A copy of the building lease indicating the lessee's authority for property renovation and repair is included as Attachment No. 4.

I. Economic/Functional Life

The Site shall have a minimum ten (10)-year Economic/Functional life. The Agency shall make a finding that the Site or Participant Improvements will be usable for at least ten (10) years from project completion. Proof of ten-year economic/functional life may require a building inspection.

II. AGENCY ASSISTANCE

A. Agency Assistance

Pursuant to the method of financing described in Paragraph II.D. hereof, and as an incentive to the Participant to rehabilitate and redevelop the Site with the Participant Improvements and to maintain the entire Site in accordance with the Agreement, the Agency shall fund through progress payments a portion or all of the costs of the construction and completion of the Participant Improvements. Progress payments are referred to herein as the "Agency Assistance".

B. Bids

Application for funding shall be submitted with the design review application together with a cost estimate. Two (2) bids from contractors licensed in the State of California shall be required to determine the cost of the Participant Improvements. Only the amount of the lowest bid will qualify for progress payments, unless proven to be inadequate. The selected contractor must have a valid California State Contractor's License, a business license in the City of Norco, and liability insurance with a minimum of \$1,000,000 per incident. The Participant shall submit a Contractor Selection Form to Agency staff. The Contractor Selection Form identifies the contractor(s) that have been selected by the Applicant and states contractor requirements. The Contractor Selection Form is included as Attachment No. 5.

C. Phasing and Installment Plan

The Participant agrees that the construction and installation of the Participant Improvements will be in accordance with all provisions hereof. Participants will be awarded grant and/or match money through progress payments for work completed in construction phases ("Phase"). The Applicant and contractor(s) shall establish milestones for Agency Assistance and completion of Participant Improvements. The schedule of Agency Assistance and Phase completion is attached hereto as Attachment No. 6, incorporated herein by reference (the "Phasing and Installment Plan"). Changes to the Phasing and Installment Plan shall not be made without the approval of Agency staff.

D. Notice to Proceed

The Participant has thirty (30) days from the date the Agreement is signed and executed to execute contract with the contractor and to issue a Notice to Proceed allowing contractor(s) to begin work. If the Participant has not authorized the contractor(s) to begin work within thirty (30) days from the date the Agreement is signed and executed, the Agency shall have the right to terminate the Agreement and utilize the reserved grant funds for other projects.

E. Payment of Agency Assistance

Agency staff shall, in their sole discretion, determine the total amount of the Participant's costs which are eligible for progress payments by the Agency and shall also determine the appropriate amount of the Agency Assistance to the Participant. The amount of Agency Assistance shall be based on certain allowable costs for completion of each Phase. Payment of Agency Assistance shall follow one of the following processes:

1. Direct Payment to Contractor(s)

The contractor(s) shall promptly, upon the completion of each Phase, complete and submit to the Agency a Phase Completion Notice and all invoices, check requests, and other information evidencing the actual costs for the construction and development of each Phase. The completion of each Phase, in accordance with the milestones established in the Phasing and Installment Plan, shall be deemed to be a

condition precedent to the Agency's funding of Agency Assistance. The Agency shall directly pay the contractor(s) for eligible invoices upon receipt and review of the Phase Completion Notice and cost information and only after each Phase has been completed as solely determined by the Agency.

2. Phase Reimbursements to Participant

The Participant shall promptly, upon the completion of each Phase, complete and submit to the Agency a Phase Completion Notice and all invoices, receipts, cancelled checks, and other information evidencing the actual costs incurred for the construction and development of each Phase. The completion of each Phase, in accordance with the milestones established in the Phasing and Installment Plan, shall be deemed to be a condition precedent to the Agency's funding of Agency Assistance. Such amount shall be reimbursed to the Participant after the Phase Completion Notice and cost information has been reviewed by Agency staff and only after each Phase has been completed as solely determined by the Agency.

F. Change Orders

Contractor/architect change orders shall not be made without the approval of Agency staff. The Applicant shall be responsible for any approved change orders which may affect the approved bid price.

G. Filing of Certificate of Project Completion

The Participant shall promptly, upon the completion of all Phases, complete and submit to the Agency the Certificate of Project Completion in the form provided as Attachment No. 7.

III. USE OF THE SITE

A. Uses

The Participant covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Site or any part thereof, that the Participant, such successors and such assignees, shall devote the Site to the uses specified in the Program and this Agreement for the periods of time specified therein. The foregoing covenant shall run with the land.

B. Maintenance

The Participant covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Site that it shall properly maintain all improvements and keep storefronts as well as sides and back of building clean and in good condition at the Participant's own cost and expense for a minimum of five (5) years from the filing of the Certificate of Project Completion. Any damage to the façade is to be repaired immediately by the Participant so that the building remains in good condition and positively contributes to the business area. The maintenance shall include, but not be limited to: landscape maintenance, clean-up maintenance, exterior façade maintenance, all in good condition and in accordance with the custom and practice

generally applicable to commercial buildings and shopping areas within the City of Norco.

C. Alterations

The Participant shall agree not to change or alter the improved façade, excluding necessary maintenance as described in Paragraph III.B. above, without prior written approval from the Agency for five (5) years from the filing of the Certificate of Project Completion.

D. Non-Discrimination

The Participant covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, nor shall the Participant itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Site. The foregoing covenants shall run with the land.

The Participant shall refrain from restricting the rental, sale or lease of the property on the basis of race, color, creed, religion, sex, marital status, national origin or ancestry of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses:

1. In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."
2. In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that this lease is made and accepted upon and subject to the following conditions:

"There shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the

selection, location, number or occupancy of tenants, lessees, subtenants, sublessees or vendors in the premises herein leased.”

3. In contracts: “There shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex marital status, national origin or ancestry in the sale, lease, sublease, transfer, use occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number or occupancy of tenants, lessees, subtenants, sublessees or vendees of the premises.”

The covenants established in this Agreement shall without regard to technical classification and designation, be binding for the benefit and in favor of the Agency, its successors and assign, the City, and any successor in interest to the Site or any part thereof. The covenants, contained in this Agreement shall remain in effect for a period of ten (10) years from date hereof. The covenants against racial discrimination shall remain in effect in perpetuity.

E. Access to the Site

The Agency, the City and the Participant shall have the reasonable right of access to the Site without charges or fees, at normal construction hours during the period of construction and thereafter during the term of the Program for the purpose of this Agreement, including, but not limited to, the inspection of the work being performed in constructing the Participant Improvements, and determination of compliance with the long-term covenants concerning use, maintenance, and non-discrimination.

F. Banner/Sign

The Participant agrees to post a banner or sign, provided by the Agency, on the building or in the window advertising the Facade Improvement Program. Participant agrees to post banner or sign during construction and for not less than four weeks after completion of the project.

IV. INSURANCE AND INDEMNITY

A. The Participant hereby agrees to defend, indemnify and hold harmless the City and Agency, and their offices, agents and employees, from and against any and all liability, damages, costs, losses, claims and expenses, however caused, resulting directly or indirectly from or connected with the Participant’s performance of this Agreement, including, but not limited to such liability, cost, damage, loss, claim or expense arising from the death or injury to any person, or damage to real or personal property of the Participant or a contractor, or the City, or the Agency, except where such liability, damages, costs, losses, claims or expenses area caused solely by the negligent or wrongful acts of the City and/or Agency or any of their agents or employees including negligent omissions or commissions of City and/or Agency, their agents, officers or employees.

B. The Participant shall comply with all of the provisions of the Workers’ Compensation Insurance and Safety Acts of the State of California, the applicable

provisions of Divisions 4 and 5 of the California Government Code, SB975, and all amendments thereto; and all similar state or federal acts or laws applicable; and shall indemnify, defend and hold harmless City and Agency and their agents, officers and employees from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs presented, brought or recovered against City and/or Agency and their agents, officer and employees, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the Participant under this Agreement.

V. DEFAULTS, REMEDIES AND TERMINATION

A. Defaults – General

Failure or delay by either party to perform any covenant, condition, or provision of this Agreement to be observed or performed by such party within the time provided herein constitutes a default under this Agreement.

The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. Failure or delay in giving notice shall not constitute a waiver of any default, nor shall it change the times of default. The defaulting party shall immediately commence to cure such default and shall complete such cure within thirty (30) days from the date of the notice or such longer period if the nature of the default is such that more than thirty (30) days is required to cure such default.

Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or any such rights or remedies or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

B. Legal Actions

1. Institution of Legal Actions

In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purposes of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Riverside, State of California, in an appropriate municipal court in that County, or in the Federal District Court for the Central District of California.

2. Applicable Law

The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

3. Acceptance of Service Process

In the event that any legal action is commenced by the Participant against the Agency or the City, service of process on the Agency shall be made by personal service upon the Secretary of the Agency, and on the City by personal service upon the City Clerk, or in such other manner as may be provided by law.

In the event that any legal action is commenced by the Agency or the City against the Participant, service of process on the Participant shall be made in such manner as may be provided by law, whether made within or without the State of California.

C. Rights and Remedies are Cumulative

Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, or any other rights or remedies for the same default or any other default by the other party.

D. Conflicts of Interest

No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any members, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. No member, official or employee of the Agency shall be personally liable to the Participant, or any successor in interest, in the event of any default or breach by the Agency, or for any amount which may become due to the Participant or successor or on any obligation under the terms of this Agreement.

E. Non-Liability of Officials and Employees of the Commission

No member, official or employee of the Agency shall be personally liable to the Participant, or any successor in interest, in the event of any default or breach by the Agency, or for any amount which may become due to the Participant or successor or on any obligation under the terms of this Agreement.

VI. ENTIRE AGREEMENT, WAIVERS

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes pages 1 through 11 and Attachment Nos. 1 through 7 which constitutes the entire understanding and agreement of the parties.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the Agency and Participant, and all amendments hereto must be in writing by the appropriate authorities of the Agency and the Participant.

IN WITNESS WHEREOF, the Agency and the Participant have signed this Agreement on the respective dates set forth below.

NORCO REDEVELOPMENT AGENCY

Dated: September 2, 2009

By: _____
Chairman, Kathy Azevedo
"Agency"

ATTEST:

Agency Secretary
Brenda K. Jacobs

Dated: _____

R.W. FORSUM ENTERPRISES
By: 
R.W. Forsum, President

"Participant"

Approved as to Form:

John Harper
Agency Counsel

ATTACHMENT 1

LEGAL DESCRIPTION

LOT 6 OF NORCO FARMS TRACT NO. 1, IN THE CITY OF NORCO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON THE MAP OF RANCHO LA SIERRA ON FILE IN BOOK 11, PAGE 3 OF MAPS, RECORDS OF SAID COUNTY RECORDER. [APN: 131-140-135-2]

ATTACHMENT 2

PARTICIPANT IMPROVEMENTS

1. Western-themed architectural embellishments and articulation on the existing structure and signature sign;
2. Painting/siding, and other exterior enhancement;
3. Approved lighting, landscaping, fencing and redesign of signature sign;
4. Architectural and engineering fees;
5. Permit and dump fees.

ATTACHMENT 3

PRELIMINARY TITLE REPORT

[DOCUMENT ON FILE AT THE ECONOMIC
DEVELOPMENT DEPARTMENT]

ATTACHMENT 4

COPY OF BUILDING LEASE

[PARTIAL COPY—COMPLETE DOCUMENT ON FILE AT THE
ECONOMIC DEVELOPMENT DEPARTMENT]

LEASE AGREEMENT

JACK IN THE BOX FRANCHISED RESTAURANT

THIS LEASE is made as of this 30th day of October, 2002, by and between JACK IN THE BOX INC., a Delaware corporation, having an office for business at 9330 Balboa Avenue, San Diego, California 92123, hereinafter referred to as "Landlord" or "JIB", and R.W. FORSUM, hereinafter referred to as "Tenant."

WITNESSETH:

WHEREAS JIB and Tenant have or prior to the commencement of the term of this Lease will have entered into a Franchise Agreement (the "Franchise Agreement") licensing Tenant to operate a JACK IN THE BOX® restaurant (the "Franchised Restaurant") using its JACK IN THE BOX Restaurant System (as that term is defined in the Franchise Agreement) on the premises to be leased hereby.

NOW THEREFORE in consideration of the covenants contained herein and the mutual execution hereof by the parties it is agreed as follows:

1. DEMISED PREMISES

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property situated in the City of Norco, County of Riverside, State of California, more particularly described in Exhibit "A" attached hereto and made a part hereof, together with all appurtenances, easements and rights of way there unto pertaining and the building and improvements thereon, subject to any easements, covenants, conditions, restrictions, encumbrances, party wall agreements, roads and highways and zoning and building code restrictions existing as of the date of commencement of the term of this Lease. The property hereby leased to Tenant is hereinafter referred to as the "Premises".

2. TERM AND COMMENCEMENT DATE

The term of this Lease shall commence on January 20, ²⁰⁰³2002 (the "Commencement Date"). Unless sooner terminated pursuant to the provisions of this Lease, this Lease shall terminate on January 30, 2020. Tenant's obligation to pay Rent pursuant to Section 3, below, shall commence on the Commencement Date, regardless

of whether Tenant has actually taken possession of the Premises or whether the Premises are ready for occupancy by Tenant as of such date.

3. RENT

Tenant covenants and agrees to pay to Landlord rent consisting of Fixed Minimum Rent, Percentage Rent and Additional Rent (hereinafter collectively "Rent") as set forth more particularly below:

A. Fixed Minimum Rent

Tenant covenants and agrees to pay to Landlord a fixed minimum rent of \$13,309.28 per month ("Fixed Minimum Rent") in advance on or before the first day of each calendar month during the term of this Lease. Fixed Minimum Rent for any partial month during the term of this Lease shall be appropriately prorated. If the Commencement Date shall fall on a day other than the first day of a calendar month, then Tenant shall pay to Landlord, on or before the Commencement Date, a prorated portion of the Fixed Minimum Rent. Fixed Minimum Rent shall be payable for each month during the term of this Lease, regardless of the amount of Percentage Rent or Gross Sales (as those terms are hereinafter defined) for such month or for any other period.

B. Percentage Rent

(I) Amount

In addition to the Fixed Minimum Rent, throughout the term of this Lease, Tenant covenants and agrees to pay to Landlord an amount ("Percentage Rent") equal to 9.5% of the Gross Sales at the Premises for each calendar month or portion thereof during such term, LESS the amount paid by Tenant as Fixed Minimum Rent during such month.

(2) Method of Calculation

(a) Within ten (10) days after the end of each calendar month during the term of this Lease, Tenant shall deliver to Landlord (i) a statement in writing, in a form approved by Landlord, of the Gross Sales for such calendar month, and (ii) payment of the Percentage Rent for such calendar month,

(b) In the event that this Lease shall terminate on a date which is other than the end of a calendar month, Tenant's statement of Gross Sales and payment of Percentage Rent for such partial month pursuant to Section 3B(2)(a), above, shall be delivered to Landlord within ten (10) days after such termination date,

(3) Audits

Landlord shall, at all reasonable times during the term of this Lease, have the right to audit, at its own expense, the financial records and books of account of Tenant. In the event that any such audit discloses that reported Gross Sales are less than actual Gross Sales, Tenant shall pay to Landlord, within ten (10) days of written demand therefor, the resulting difference in Percentage Rent, together with interest thereon at the Default Interest Rate, pursuant to Section 3E, below. In the event such audit discloses that reported Gross Sales are less than actual Gross Sales by an amount which exceeds one percent (1%), Tenant shall reimburse Landlord for all costs of the audit, including travel, lodging and wages, which are reasonably incurred by Landlord in connection with such audit.

(4) Gross Sales

The term "Gross Sales" as used in this Lease shall mean all revenues (including without limitation cash, cash equivalents, credit or redeemed gift certificates) derived, directly or indirectly, from all business conducted upon, from or in connection with the Premises, whether such revenues be evidenced by check, cash, credit, charge account, exchange or otherwise, and shall include, but not be limited to, the amounts received from the sale of goods, wares and merchandise, including sales of food, beverages and tangible property of every kind and nature, promotional or otherwise, and for services performed at the Premises, together with the amount of all orders taken or received at the Premises. Gross Sales shall not include sales of merchandise for which cash has been refunded, or allowances made on merchandise claimed to be defective or unsatisfactory, provided that such returned or exchanged merchandise shall have been previously included in Gross Sales. Gross Sales shall not include the amount of any sales tax imposed by any federal, state or other governmental authority directly on sales and collected from customers, provided that the amount thereof is added to the selling price or absorbed therein, and actually paid by Tenant to such governmental authority. Each charge or sale upon installment or credit shall be treated as a sale for the full price in the month during which such charge or sale

shall be made, irrespective of the time when Tenant shall receive payment (whether full or partial) therefor, and without allowance for the collectability thereof. In addition, Landlord may, from time to time, permit or allow certain other items to be excluded from Gross Sales. In order to be effective, any such permission or allowance must be granted by Landlord in writing, and any such permission or allowance may be revoked or withdrawn at the discretion of Landlord at any time. The granting by Landlord of any such permission or allowance shall be applicable only to the items expressly specified in writing, and shall not constitute a waiver by Landlord of its right thereafter to require strict compliance with the terms hereof.

C. Additional Rent

All monetary obligations of Tenant under this Lease, including, without limitation payments for taxes and assessments, insurance, and repairs, will be considered Additional Rent for purposes of this Lease, and the word "Rent" as used in this Lease will include all such Additional Rent, unless the context specifically or clearly implies that only Fixed Minimum Rent is intended.

D. No Rent Abatement or Offset

Except as and to the extent expressly provided in this Lease, damage to or destruction of any portion or all of the buildings, structures and fixtures upon the Premises by fire, the elements or any other cause, whether with or without fault on the part of Tenant, shall not terminate this Lease or entitle Tenant to surrender the Premises or entitle Tenant to any abatement of or reduction in the Rent payable hereunder, or otherwise affect Tenant's obligations hereunder, any present or future law to the contrary notwithstanding. To the extent permitted by law, Tenant hereby waives the benefit of all rights, statutory or otherwise and whether now or hereafter in existence, to suspend the payment of Rent or offset against Rent any costs of maintenance or repair of the Premises, or any other moneys allegedly due from, or alleged obligations of, Landlord, it being the intent of Landlord and Tenant that the provisions of this Lease shall operate to the exclusion of any such rights.

E. Interest on Past Due Rent and Other Sums

Any and all Rent hereunder and other sums that may be and become due and owing from Tenant to Landlord hereunder shall bear interest from the respective due dates thereof at the highest rate of interest permitted by law in the state in which the Premises are located, and if there is no maximum rate permitted by law, then at a per annum rate which is the higher of (a) twenty percent (20%) or (b) the prime commercial interest rate announced from time to time by Bank of America, N.T. & S.A., plus two percent (2%). The interest rate specified in this Section 3E is referred to hereinafter as the "Default Interest Rate".

F. Manner of Payment

Tenant agrees to make all payments of Rent under this Lease to Landlord at the following address:

JACK IN THE BOX INC.
9330 Balboa Avenue
San Diego, CA 92123-1516
Attention: Cash Management
Site No. 3212

Landlord may change its address for purposes of Rent payment from time to time by notice to Tenant. Tenant shall clearly designate (by an inscription on the rent check, or otherwise), as to each Rent payment, the Site Number for which such payment is being made. Landlord's Internal Revenue Service identifying number is 95-2698708.

4. USE OF PREMISES

Tenant shall use and occupy the Premises solely for the operation of a Franchised Restaurant in strict conformance to the standards set forth by Landlord which constitute its JACK IN THE BOX restaurant System. Tenant acknowledges that the Premises and improvements and certain fixtures and equipment thereon have been specially designed and are intended for use as a Franchised Restaurant. Tenant agrees to occupy the Premises continuously during the term of this Lease and agrees not to vacate the same. If Tenant vacates the Premises during the term of this Lease in breach hereof, Landlord shall have the right, in addition to the other rights and remedies available to Landlord upon a default by Tenant, to enter the Premises for the purpose of continuing the operation of the restaurant; remitting to Tenant only such amount that exceeds: (1) Tenant's monthly obligations for Fixed Minimum Rent and Percentage Rent, plus an additional two percent (2%) of monthly Gross Sales as overhead, and (2) all of the operating costs Landlord may incur, and (3) any other monetary obligations owing by Tenant to Landlord pursuant to any other agreement between Landlord and Tenant.

5. CONDITION AND ACCEPTANCE OF PREMISES

Tenant acknowledges that Tenant has inspected the Premises and all improvements, signs, fixtures, plumbing, wiring, utility facilities and hook ups, lighting, heating and cooling systems, equipment, furnishings, appurtenances and other personal property (collectively, "Business Facilities") presently on or at the Premises, and has found all of them and the Premises to be in a safe, satisfactory and completed condition. Tenant accepts the Premises and the Business Facilities upon the Commencement Date in their then "AS IS" condition without any warranty by Landlord

ATTACHMENT 5
CONTRACTOR SELECTION FORM

Copy

**THE REDEVELOPMENT AGENCY OF THE CITY OF NORCO
FAÇADE IMPROVEMENT PROGRAM**

CONTRACTOR BID FORM

PROJECT INFORMATION

Business Name: JACK IN THE BOX

Business Address: 1491 6th Street Norco, CA

CONTRACTOR INFORMATION

Contractor's Name: CDM CO.

Contractor's License No.: State of CA License # 8397475 W/C-27
supplemental

Mailing Address: 3418 PACIFIC COAST HWY #6 DANA POINT CA 92629

Telephone Number(s): (949) 496-6149

Fax Number: (949) 496-0956

Email: forwesfoods@yahoo.com

IMPROVEMENTS

Specific improvements to be completed by the contractor:
New signage, landscape improvements, paint, parking lot, fence

CONSTRUCTION COST

Total Construction Cost: \$ 100,000

CERTIFICATIONS

- 1. State of California Contractor's License

I (We) certify that the contractor has a valid State of California Contractor's License.

2. City of Norco Business License

I (We) certify that the contractor has a valid City of Norco business license.

3. Insurance

I (We) certify that the contractor has insurance with a minimum of \$1,000,000 per incident.

4. Prevailing Wage

I (We) certify that the contractor shall pay established prevailing wage rates to all employees performing work at the project site, pursuant to the requirements of the California Labor Code, Section 1771.

I (We) certify that the contractor shall provide the City with the necessary support documentation as required by law.

5. Equal Employment Opportunity (EEO)

I (We) certify that the contractor shall comply with EEO provisions relative to Executive Order 11246 and related acts, rules, and regulations.

I (We) certify that the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

R.W. Forsum for CDMCO
SIGNATURE OF CONTRACTOR

6-30-09
DATE

R. W. FORSUM FOR CDMCO.
PRINT NAME

R.W. Forsum
SIGNATURE OF APPLICANT

6-30-09
DATE

R. W. FORSUM
PRINT NAME

APPROVED:

SIGNATURE OF AGENCY

DATE

PRINT NAME

ATTACHMENT 6

PHASING & INSTALLMENT PLAN

The project contractor shall be paid in the following installments, upon acceptance of invoices by owner:

\$18,000, or one-third of total, less minus Ten Percent (10%) retention, when construction is one-third completed.

\$18,000, or one-third of total, less minus Ten Percent (10%) retention, when construction is two-thirds completed.

\$18,000, or one-third of total, less Ten Percent (10%) retention, when construction is 100 Percent (100%) completed.

In the alternative, a lump sum of \$54,000 shall be paid when the project is 100% completed, upon acceptance of invoice by owner.

In either event, a final retention payment of **\$6,000** will be after all OPA provisions have been met and a Certificate of Completion has been recorded with Riverside County.

ATTACHMENT 7
CERTIFICATE OF COMPLETION

RECORDING REQUESTED BY:)
 Norco Redevelopment Agency)
 2870 Clark Avenue)
 Norco, CA 92860)
)
AND WHEN RECORDED MAIL TO:)
 Norco Redevelopment Agency)
 2870 Clark Avenue)
 Norco, CA 92860)
 Attention: Agency Secretary)
)

(Space above for Recorder's Use Only)

**CERTIFICATE OF COMPLETION
 FOR
 CONSTRUCTION AND DEVELOPMENT**

WHEREAS, the **Norco Redevelopment Agency**, a public body, corporate and politic, hereinafter referred to as "Agency," and **R.W. Forsum Enterprises**, hereinafter referred to as "Participant," entered into an Owner Participation Agreement dated **September 2, 2009** (the "OPA") regarding certain real Property situated in the City of Norco, California described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, pursuant to the OPA, the Agency shall furnish the Participant with a Certificate of Completion ("Certificate") upon completion of construction and development, which Certificate shall be in such form as to permit it to be recorded in the Recorder's Office of Riverside County; and

WHEREAS, such Certificate shall be conclusive determination of satisfactory completion of the construction and development required by the OPA on the Site; and

WHEREAS, the Agency has conclusively determined that the construction and development on the above described real property required by the OPA on the Site has been satisfactorily completed.

NOW, THEREFORE,

1. As provided in said OPA, the Agency does hereby certify that the construction and development on the Site has been fully performed and completed. Any requirements for operation pursuant to the OPA which is on file with the Agency as a public record and incorporated herein by reference, shall remain enforceable according to their terms.
2. Nothing contained in this instrument shall modify in any other way any other provisions of the OPA.

IN WITNESS WHEREOF, the Agency has executed this Certificate this ____ day
of _____, 2009.

NORCO REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: _____
Kathy Azevedo

Its: Chair Person

Date: _____

ATTEST:

Brenda K. Jacobs
Secretary, Norco Redevelopment Agency



2 Existing double-faced pylon remodel

- Remove and recycle existing "OLD TOWN" channel letters.
- Fabricate and install new internally illuminated channel letters, "Horseshow USA", with 12V LED lighting and white acrylic faces.
- Fabricate and install new aluminum background panel, painted to match Sherwin Williams 6990 'Caviar'.
- Refurbish "Norco" channel letters, fabricate and install white acrylic faces, retrofit with 12V LED lighting.
- Fabricate and install 'Horse' logo, flat aluminum panel with applied digital graphics.
- Replace existing Jack in the Box sign with new logo sign (BY OTHERS).
- Repaint upper pylon sign to match Sherwin Williams 6328 'Fireweed' (BY OTHERS).
- Repaint lower pylon sign to match Sherwin Williams 7038 'Tony Taupe' (BY OTHERS).

adart®
SIGN COMPANY

5 THOMAS MELLON CIRCLE SUITE 260
SAN FRANCISCO, CA 94134
T 415.869.6460
F 415.869.6480

CA STATE CONTRACTORS LICENSE #626051

**HORSETOWN
USA**

PYLON REMODEL

SALES: LORI VOLHEIM

SALES APPROVAL

CUSTOMER APPROVAL

CONTRACTOR APPROVAL

DRAWING #: _____
DATE: 08/19/09
SHEET: 1 OF 1
DESIGNER: Jack Dubois

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CITY OF NORCO STAFF REPORT

TO: Chairman and Members of the Norco Redevelopment Agency

FROM: Beth Groves, Executive Director *Beth Groves*

DATE: September 2, 2009

SUBJECT: Sponsorship Request from Horsetown USA Hall of Fame

RECOMMENDATION: Deny the request for the Norco Redevelopment Agency to be a \$5,000 Gold Sponsor of the Horsetown USA Hall of Fame.

SUMMARY: The Norco Redevelopment Agency has received a letter from Dave Henderson, President of the Horsetown Hall of Fame Committee, seeking a \$5,000 sponsorship. This is not a budgeted expenditure and given the current financial uncertainties with the State's taking of Redevelopment funds, staff does not recommend approval.

BACKGROUND/ANALYSIS: On August 6, 2008, the Agency Board approved a request to be a Gold Sponsor for the first Horsetown USA Hall of Fame induction ceremony. This was approved as a one-time expenditure. At that time, staff was also directed to work with the Committee to create a display in the City Hall lobby for the Hall of Fame and this has been done. On August 17 of this year, a letter was sent to the Economic Development Director requesting that the Agency once again be a Gold Sponsor at a donation level of \$5,000.

FINANCIAL IMPACT: This item was not included as expenditure in the approved 2009-2010 Agency budget. To be approved, Agency Board action would be required to appropriate funds from a specific budget account.

Attachment: August 17, 2009 letter from Dave Henderson, President of Horsetown USA Hall of Fame Committee.



HALL OF FAME

August 17, 2009

Mr. Brian Oulman
Economic Development Director
City of Norco
2870 Clark Avenue
Norco, California 92860

Dear Mr. Oulman:

The Horsetown USA Hall of Fame (HOF) would like to again thank the Norco Redevelopment Agency for their generous support for the year 2008. As with all organizations, the years roll on, and the need for funds continue.

The HOF is committed to the economic vitality and growth of the Norco economy. It is our belief that we of great value in promoting the City of Norco and its equestrian lifestyle. As Norco continues to showcase itself with the expansion of Ingalls Park and the addition of Silverlakes, we believe we have the opportunity to fit a unique niche in promoting products and services to equestrians involved in showing, racing, and competition from throughout Southern California. Our participation in events such as the Norco Valley Fair, Horseweek and in the several rodeos at Ingalls Park showcases to equestrians and businesses beyond Norco the value of participating in the Norco equestrian economy. As the economy rebounds, as it surely will, the HOF will be visibly promoting Norco and the significant purchasing power of the Norco equestrian community.

The HOF is appreciative of the support from the City of Norco with the recently dedicated Wall of Champions in the Norco City Hall. The community participation in HOF events indicates the value Norco citizens place in the recognition of The Best of The Best in the equestrian/rodeo world.

HOF accomplishments for its first year of existence are significant:

- We hosted an induction event was called by some "the best single event of this kind I ever attended in Norco."
- With the aid of the City of Norco we dedicated a location where the public can view the accomplishments of our inductees.
- We incorporated, applied for and obtained recognition by the IRS our Tax Exempt (501(c)(3)) status.
- We have participated in the 2008 Norco Valley Fair, the 2009 California Finals Rodeo, 2009 Horseweek Rodeo, Extreme Mustang Trail Challenge, and the 2009 Norco

Mounted Posse Rodeo, At each of these events we acknowledge the support of sponsors and expose them and there products to interested equestrians.

The HOF has ambitious plans for the future including the expansion of the HOF to include a Museum of the Horse which will show the evolution of the horse and chronicle the selective breeding techniques that have resulted in the many breeds we see represented in the equine world today. This exhibit will be unique and, to the best of our knowledge, the only one of its kind in existence. We hope to begin this exhibit while the HOF remains in City Hall. We anticipate this addition will increase the HOF draw as an important "destination" for visiting equestrians in Norco.

The HOF is also adding fund raising events to our schedule, but much of our funding will continue to be sponsorships and donations. All donations to the HOF are tax deductible, because of the Tax Exempt Charitable status of the corporation operating the HOF. We hope that the Norco Redevelopment Agency will continue as a \$5,000 Gold Sponsor. It is our belief that the \$5,000 will bring much greater rewards to the economy of Norco.

Respectfully,

A handwritten signature in cursive script that reads "Dave Henderson". The signature is written in black ink and is positioned above the printed name.

Dave Henderson

President

Horsetown USA Hall of Fame Committee



ACTION MINUTES
CITY OF NORCO
PLANNING COMMISSION
CITY COUNCIL CHAMBERS – 2820 CLARK AVENUE
REGULAR MEETING
AUGUST 26, 2009

1. CALLED TO ORDER: **7:00 p.m.**
2. ROLL CALL: **Chair Jaffarian; Commissioners Harris, Newton, and Wright; Vice-Chair Hedges absent.**
3. STAFF PRESENT: **Planning Manager King and Executive Secretary Dvorak**
4. PLEDGE OF ALLEGIANCE: **Commissioner Harris**
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 August 12, 2009, **Approved 4-0**
8. CONTINUED ITEMS: **None**
9. PUBLIC HEARINGS
 - A. Resolution No. 2009-15; Conditional Use Permit 2009-06 (Dhunna/Chattrisa): A Request for Approval to Allow a Truck Rental Service (U-Haul Rental) at 3840 Hamner Avenue Located within the C-G (Commercial General) Zone. Recommendation: Approval (Senior Planner Robles); **Action: Approved 4-0 with some changes to the conditions regarding landscaping, fencing, and timing of site improvements. This action is final unless appealed to City Council.**
 - B. Resolution No. 2009-16; General Plan Amendment 2009-01/City of Norco Draft Land Use Element: The project is an update of the City's Land Use Element, a mandated element of the City's General Plan, required to provide appropriate land for the variety of activities including residential, commercial, public, etc., and to guide the manner in which each land use is developed and used. Recommendation: Recommend Approval to City Council (Planner Manager King); **Action: Recommended approval to the City Council (4-0). This item requires a public hearing with the City Council and is tentatively being scheduled for October 7, 2009.**
10. BUSINESS ITEMS: Appeal of Staff Denial of a Building Permit; 209 Cross Rail Lane. Recommendation: Overturn Staff's Denial (Planning Manager King);

Action: Upheld the staff denial with direction that the applicant re-submit and move the pool slightly so that the 15-foot PAKA access could be accommodated in the future where an existing staircase is. This action is final unless appealed to City Council.

11. CITY COUNCIL:

A. City Council Action Minutes dated August 5, 2009

B. City Council Minutes dated August 19, 2009
Received and filed, 4-0.

12. STAFF: Current Work Program; **Received and filed.**

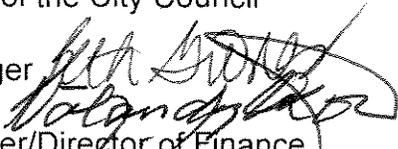
13. OTHER MATTERS: **Commissioner Wright stated that he had visited a recently constructed accessory building that has clearly rendered a lot as non-animal-keeping and that something definitely needs to be done with the current regulations to prevent that from happening in the future.**

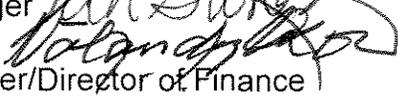
14. ADJOURNMENT: **9:00 p.m.**

/sk-73469

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Beth Groves, Interim City Manager 

PREPARED BY: Andy Okoro, Deputy City Manager/Director of Finance 

DATE: September 2, 2009

SUBJECT: Approval of a Resolution Authorizing the Interim City Manager to Enter into a Reciprocal Agreement to Exchange Tax Data Specific to City Business License Information with the Franchise Tax Board

RECOMMENDATION: Adopt **Resolution No. 2009-___** authorizing the Interim City Manager to enter into a reciprocal data exchange agreement with the Franchise Tax Board.

SUMMARY: To enhance compliance with State tax laws and City business license rules and regulations, staff is recommending that the City Council authorize the Interim City Manager to enter into a reciprocal agreement with the Franchise Tax Board (FTB) for the exchange of City business license and state income tax information

BACKGROUND/ANALYSIS: California Revenue and Taxation Code (R&TC) Section 19551.5 mandates Cities to provide city business tax data to FTB. R&TC 19551.1 authorizes a reciprocal agreement for the exchange of city business tax and income tax information between a City and FTB. The exchange of information will be used solely by both parties for tax administration purposes. Through this data exchange, the City would be able to identify businesses operating in the City without business licenses.

FINANCIAL INPACT: By entering into a reciprocal agreement each party agrees to bear their own costs of providing the data and the City is precluded from obtaining reimbursement. Cost impact will be minimal and would likely be offset by increase in business license fee revenue.

/jk-73357

Attachments: Reso. No. _____

RESOLUTION NO. 2009-____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO,
CALIFORNIA AUTHORIZING THE INTERIM CITY MANAGER TO
EXECUTE AN AGREEMENT TO SHARE TAXPAYER INFORMATION
WITH THE FRANCHISE TAX BOARD**

WHEREAS, California Revenue and Taxation Code (R&TC) Section 19551.5 mandates Cities to provide City business license tax data to the Franchise Tax Board; and,

WHEREAS, R&TC 19551.1 authorizes a reciprocal agreement for the exchange of City business license tax and income tax information between a City and FTB; and,

WHEREAS, an agreement needs to be executed with the Franchise Tax Board before such information may be received and/or shared; and,

WHEREAS, the City of Norco wishes to delegate authority to execute these agreements and any amendments thereto to the Interim City Manager,

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Norco, does hereby authorize the Interim City Manager to execute the Agreements, and any amendments thereto with the Franchise tax Board.

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held on September 2, 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 September 2, 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 September 2, 2009.

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

/jk-73357

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER C0900059
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME Franchise Tax Board
CONTRACTOR'S NAME City of Norco
- The term of this Agreement is: **September 1, 2009 through December 31, 2011**
- The maximum amount of this Agreement is: **\$ 0.00**
NON-FINANCIAL
- The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	3 pages
Exhibit C* – General Terms and Conditions	GTC307
Exhibit D - Special Terms and Conditions	3 pages
Exhibit E – City Record Format Specifications	2 pages
Exhibit F – FTB Record Layout Specifications	2 pages
Exhibit G – Confidentiality Statement	1 page

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dqs.ca.gov/Standard+Language/default.htm

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) City of Norco		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 2870 Clark Avenue, Norco, CA 92860		
STATE OF CALIFORNIA		
AGENCY NAME Franchise Tax Board		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Lisa Garrison, Chief Financial Officer		
ADDRESS P.O. Box 2086, Rancho Cordova, CA 95741-2086		

Exempt per: **SCM 4.04.5.b.**

EXHIBIT A**SCOPE OF WORK**

This Agreement is entered into by and between the Franchise Tax Board, herein referred to as (FTB) and the City of Norco, herein after referred to as the City.

Purpose:

This Agreement allows FTB and the City to enter into a reciprocal agreement to exchange tax data specific to city business license information for tax administration purposes. By entering into a reciprocal agreement, each party agrees to bare their own costs of providing the data and the City is precluded from obtaining reimbursement.

Both parties will abide by the legal and confidential provisions of this Agreement. Exhibits A, C, D, E, F, and G attached hereto and incorporated by reference herein, sets forth additional terms to which the parties agree to be bound.

Legal Authority:

California Revenue and Taxation Code (R&TC) Section 19551.5 mandates Cities to provide city business tax data to FTB. R&TC 19551.1 authorizes a reciprocal agreement for the exchange of city business tax and income tax information between a City and FTB.

City Responsibilities:

1. The City agrees that the information provided by FTB will be used exclusively to administer the City's business tax program.
2. The City agrees that information obtained under this Agreement will not be reproduced, published, sold or released in original or in any other form for any purpose; and only accessed by City employees.
3. The City agrees to provide FTB with tax information pursuant to Exhibit E, Format Specifications, which shall include but is not limited to the following:
 - Business or owner's name.
 - Business or residence address.
 - Federal employer identification number or social security number.
 - North American Industry Classification Code or Standard Industry Classification Code.
4. The City agrees to extract and provide City data to FTB annually in June for each tax year that the Agreement is in place, June 2009, 2010, and 2011. If the Agreement is executed after June 30, 2009, the City has 30 days after execution to provide FTB with the first year's data.
5. The City agrees to submit the records to FTB using FTB's Secure Web Internet File Transfer (SWIFT).
6. The City agrees to submit the records to FTB in ASCII fixed length format, .txt, per the Format Specifications, Exhibit E.

EXHIBIT A**SCOPE OF WORK (continued)**

7. The City agrees to resubmit data in the event data is initially submitted with errors. The resubmission of data must be within 30 days of notification. If data is not submitted accurately and timely, the City forfeits its rights to FTB data for that year.
8. The City agrees that each City employee having access to FTB data shall sign a Confidentiality Statement, Exhibit G. The signed statement is to be retained by the City and produced to FTB upon request.
9. The City agrees to submit to FTB a completed safeguard questionnaire prior to receiving FTB data. The safeguard questionnaire is valid for the duration of the Agreement.
10. The City agrees to provide a copy of the resolution, order, motion, or ordinance of the local governing body, authorizing the execution of the Agreement.

FTB Responsibilities:

1. FTB agrees that information provided by the City will be used for tax administration and non-tax programs that FTB administers and may be shared with other state/federal agencies as authorized by law.
2. FTB agrees that information obtained under this Agreement will not be reproduced, published, sold or released in original or in any other form for any purpose.
3. FTB agrees to provide the City data extracted from the Taxpayer Information (TI) and Business Entity Tax System (BETS). FTB will provide the City records for taxpayers within the city's jurisdiction who indicate a business on their personal or corporation income tax return. The Record Layout, Exhibit F shall include, but is not limited to:
 - Taxpayer name.
 - Taxpayer address.
 - Taxpayer social security number or federal employer identification number.
 - Principal business activity code.
4. FTB agrees to match the data provided by the City using the social security number or federal employer identification number against FTB's data with a yes or no indicator on the Record Layout, Exhibit F. The first year's data match is at the discretion of FTB and will be based on when data is received and processed.
5. FTB agrees to provide the City an annual extraction in December 2009 for tax year 2008, December 2010 for tax year 2009, and December 2011 for tax year 2010 via SWIFT.
6. FTB agrees to register the City for a SWIFT account, allowing for the secure electronic transmission of data.
7. FTB agrees to provide the City a unique City Business Tax Number to be used for reporting purposes only.
8. FTB agrees to allow the City to resubmit data within 30 days of notification, in the event data is initially submitted with errors.

EXHIBIT A

SCOPE OF WORK (continued)

Project Coordinators:

The project coordinators during the term of this Agreement will be:

Franchise Tax Board

Erica Gonzales
Data Resources and Services Section
P.O. Box 1468, Mailstop A181
Sacramento, CA 95812-1468
Phone: (916) 845-6556
Fax: (916) 855-5695

City of Norco

Cheryl Hankla
Account Clerk II
2870 Clark Avenue
Norco, CA 92860
Phone: (951) 270-5679

Return executed agreement to:

Franchise Tax Board

Procurement & Asset Management
Attention: Tracey Mollow
P.O. Box 2086, Mailstop A374
Rancho Cordova, CA 95741-2086
Phone: (916) 845-5193
Fax: (916) 845-3599

EXHIBIT D**SPECIAL TERMS AND CONDITIONS**

1. **DATA OWNERSHIP:** The classified confidential tax information being provided to the City under this Agreement remains the exclusive property of FTB. The City shall have the right to use and process the disclosed information for the purposes stated in this Agreement, which right shall be revoked and terminated immediately upon completion of this Agreement.
2. **STATEMENT OF CONFIDENTIALITY:** The Franchise Tax Board has tax return information and other data in its custody, which is confidential data. Unauthorized inspection or disclosure of state tax return information or other confidential data is a misdemeanor (Revenue and Taxation Code Section 19542 and 19542.1).
3. **USE OF INFORMATION:** The City and FTB agree that the information furnished or secured pursuant to this Agreement shall be used solely for the purposes described by this Agreement. The information obtained by FTB shall be used for tax administration and non-tax programs that FTB administers and may be shared with other state/federal agencies as authorized by law. The City and FTB further agree that information obtained under this Agreement will not be reproduced, published, sold or released in original or in any other form for any purpose other than identified in this Agreement or as authorized by law.
4. **EMPLOYEE ACCESS TO INFORMATION:** Both FTB and the City agree that the information obtained will be kept in the strictest confidence and shall make information available to its own employees only on a "need to know" basis. The "need to know" standard is met by authorized employees who need information to perform their official duties in connection with the uses of the information authorized by this Agreement. Both parties recognize their responsibilities to protect the confidentiality of this information as provided by law and ensures such information is disclosed only to those individuals and of such purpose, as authorized by the Revenue and Taxation Code.
5. **DISCLOSURE OF CONFIDENTIAL INFORMATION:** Any unwarranted disclosure or use of state tax return information or any willful unauthorized inspection of the return information is an act punishable as a misdemeanor. Inspection is defined to mean any examination of confidential information. No one other than authorized employees may have access, use, and view or manipulate the data being transmitted to the City under this Agreement. The City, in recognizing the confidentiality of state tax return information, agrees to take all appropriate precautions to protect from unauthorized disclosure of the confidential information obtained pursuant to this Agreement. The City will conduct oversight of its users with access to the confidential information provided under this Agreement, and will promptly notify FTB of any suspected violations of security or confidentiality by its users.

The City and each of the City's employees who may have access to the confidential data of FTB will be required to sign a Confidentiality Statement, Exhibit G, attesting to the fact that he/she is aware of the confidential data and the penalties for unauthorized disclosure thereof. The signed statement shall be retained by the City and furnished to FTB upon request.

EXHIBIT D**SPECIAL TERMS AND CONDITIONS (continued)**

6. **INCIDENT REPORTING:** All unauthorized or suspected unauthorized access; use and/or disclosure (incidents) of FTB data shall be reported to FTB's contact, Erica Gonzales at (916) 845-6556, immediately upon discovery of the incident. The incident report shall contain the following: date, time, employee name, description of the incident or circumstances, and means of discovery. Upon discovery of any such incident, FTB will make the appropriate notification to affected California Resident(s) pursuant to the requirements of Civil Code Section 1798.29.
7. **INFORMATION SECURITY:** Information security is defined as the preservation of the confidentiality, integrity, availability, authenticity, and utility of information. A secure environment is required to protect the confidential information obtained from FTB pursuant to this Agreement. The City will store information so that it is physically secure from unauthorized access. The records received by the City will be securely maintained and accessible only by employees of the city business license program who are committed to protect the data from unauthorized access, use, or disclosure.
8. **DESTRUCTION OF RECORDS:** All records received by the City from FTB and any database(s) created, copies made, or files attributed to the records received will be destroyed within three years of receipt. The records shall be destroyed in a manner to be deemed unusable or readable and to the extent that an individual record can no longer be reasonably ascertained. FTB will destroy City data in accordance with the Department's data retention policies.
9. **INDEMNIFICATION:** Both parties agree to indemnify, defend, and save harmless each other, its officers, agents and employees from any and all claims and losses accruing or resulting from any breach of confidentiality by either party and/or its employees.
10. **SETTLEMENT OF DISPUTES:** In the event of a dispute, the City shall file a "Notice of Dispute" with the Assistant Executive Officer of the Franchise Tax Board within ten (10) days of discovery of the problem. Within ten (10) days, the Assistant Executive Officer or his/her designee shall meet with the City and the FTB contact for purposes of resolving the dispute. The decision of the Assistant Executive Officer shall be final.
11. **SAFEGUARD QUESTIONNAIRE and REVIEW:** Prior to sending data to the City, FTB requires the City to submit a safeguard questionnaire certifying the protection and confidentiality of FTB data. The FTB retains the right to conduct an on-site safeguard review of the City. The City will be provided a minimum of seven (7) days notice prior to a safeguard review being conducted by the FTB Disclosure Office. The safeguard review will examine the adequacy of information security controls established by the City in compliance with the confidentiality requirements pursuant to this Agreement. The City will take appropriate disciplinary actions against any user determined to have violated security or confidentiality requirements.
12. **LIMITED WARRANTY:** Either party does not warrant or represent the accuracy or content of the material available through this Agreement, and expressly disclaims any express or implied warranty, including any implied warranty of fitness for a specific purpose.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS (continued)

13. **CANCELLATION**: Either party may terminate this Agreement, in writing for any reason, upon thirty days (30) prior written notice. This Agreement may be terminated by either party in the event of any breach of the terms of this Agreement. Both parties agree that in the event of a breach to the terms of this Agreement, it shall destroy all records and any databases created, copies made, or files attributed to the records received. The records shall be destroyed in a manner to be deemed unusable or readable and to the extent that an individual record can no longer be reasonably ascertained, upon destruction.

14. **NO THIRD PARTY LIABILITY**: Nothing contained in this Agreement or otherwise shall create any contractual relation between either party and any other party, and no party shall relieve the City or FTB of its responsibilities and obligations hereunder. Both parties agree to be fully responsible for the acts and omissions of its third parties and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the City or FTB. Both parties shall have no obligation to pay or to see the payment of any monies to any party or persons either directly or indirectly employed by the City or FTB.

EXHIBIT E

CITY RECORD FORMAT SPECIFICATIONS

Data Element Name	Start Pos.	End Pos.	Field Size	Usage	Description
SOCIAL SECURITY NUMBER (SSN)	1	9	9	AN	Must be present unless FEIN is provided. Fill unused field with blanks.
FEDERAL EMPLOYER ID NUMBER (FEIN)	10	18	9	AN	Must be present unless SSN is provided. Fill unused field with blanks.
OWNERSHIP TYPE	19	19	1	AN	Must be present: S = Sole Proprietorship, P = Partnership, C = Corporation, T = Trust, L = LLC.
OWNERS LAST NAME	20	34	15	AN	Must be present if Ownership Type in position 19 = S.
OWNERS FIRST NAME	35	45	11	AN	Must be present if Ownership Type in position 19 = S.
OWNERS MIDDLE INITIAL	46	46	1	AN	May be blank.
BUSINESS NAME	47	86	40	AN	Enter if business is operating under a fictitious name (Doing Business As (DBA)).
BUSINESS ADDRESS NUMBER-AND-STREET	87	126	40	AN	Address of the business location or the residence of the owner if sole proprietorship.
CITY	127	166	40	A	Must be present.
STATE	167	168	2	A	Enter standard state abbreviation.
ZIP	169	177	9	AN	Enter the valid ZIP Code (nine or five-digit) assigned by the U.S. Postal Service. If only the first five-digits are know, left-justify information and fill the unused positions with blanks.
BUSINESS START DATE	178	185	8	N	Enter the eight-digit (MMDDCCYY). Zero fill if not known.
BUSINESS CEASE DATE	186	193	8	N	Enter the eight-digit date (MMDDCCYY) if out of business. Zero fill if not known or not out of business.

EXHIBIT E

CITY RECORD FORMAT SPECIFICATIONS

Data Element Name	Start Pos.	End Pos.	Field Size	Usage	Description
CITY-BUSINESS-TAX-NUMBER	194	196	3	N	Enter three-digit number assigned by FTB.
NORTH-AMERICAN-INDUSTRY-CLASSIFICATION-SYSTEM (NAICS)	197	202	6	N	Enter the six-digit NAICS code. Fill unused fields with zeros.
STANDARD-INDUSTRIAL-CLASSIFICATION (SIC)	203	206	4	N	Enter the 2-4 digit SIC code. Left justify (example 99 will be 9900). Fill unused fields with zeros.
TOTAL RECORD LENGTH		206			

EXHIBIT F

FRANCHISE TAX BOARD RECORD LAYOUT SPECIFICATIONS

Field Name	Length	Start Pos.	Description
ENTITY TYPE	1	1	"P" – personal income tax record; "B" – business tax record
SSN or FEIN	9	2	For "P" records, primary taxpayers social security number; For "B" records, federal employer identification number.
LAST NAME	40	11	For "P" records, the primary taxpayer's last name; For "B" records, business name.
FIRST NAME	11	51	For "P" records ONLY.
MIDDLE INITIAL	1	62	For "P" records ONLY.
SPOUSE SSN	9	63	For "P" records filed with a joint return.
SPOUSE LAST NAME	17	72	For "P" records filed with a joint return.
SPOUSE FIRST NAME	11	89	For "P" records filed with a joint return.
SPOUSE MIDDLE INITIAL	1	100	For "P" records filed with a joint return.
PBA CODE	6	101	For "P" records, principal business activity (PBA) code.
ADDRESS NUMBER	10	107	
PRE-DIRECTIONAL DIRECTOR	2	117	Postal Service term (i.e., N, S, E, W, NE, NW, SE, SW).
STREET NAME	28	119	
STREET SUFFIX	4	147	
POST DIRECTIONAL INDICATOR	2	151	Postal Service term (i.e., N, S, E, W, NE, NW, SE, SW).
STREET SUFFIX 2	4	153	
APARTMENT/SUITE NUMBER	10	157	
CITY	13	167	
STATE	2	180	Standard state abbreviation
ZIP CODE	5	182	The valid ZIP Code (nine or five-digit) assigned by the U.S. Postal Service.
ZIP CODE SUFFIX	4	187	Provided if known.
CBT MATCH	1	191	"N" – No match per CBT data. "Y" – Yes: CBT matched to state tax return filed.

EXHIBIT G
CONFIDENTIALITY STATEMENT

State of California

Franchise Tax Board

Confidential tax return information is protected from disclosure by law, regulation, and policy. Information security is strictly enforced. Violators may be subject to disciplinary, civil, and/or criminal action. Protecting confidential tax return information is in the public's interest, the state's interest, and the city's interest.

A city employee is required to protect the following types of information received from the Franchise Tax Board:

- Taxpayer name
- Taxpayer address
- Taxpayer social security number or taxpayer identification number
- Principal business activity code

A city employee is required to protect confidential information by:

- Accessing or modifying information only for the purpose of performing official duties.
- Never accessing or inspecting information for curiosity or personal reasons.
- Never showing or discussing confidential information to or with anyone who does not have the need to know.
- Placing confidential information only in approved locations.
- Never removing confidential information from your work site without authorization.

As a city employee, you are required to know whether information is protected. If you have any question regarding whether particular information is confidential, check with your department's project coordinator.

Unauthorized inspection, access, use, or disclosure of confidential tax return information is a crime under state laws, including but not limited to Sections 19542 and 19552 of the California Revenue and Taxation Code and Section 502 of the Penal Code. Unauthorized access, inspection, use, or disclosure may result in either or both of the following:

- State criminal action
- State and/or taxpayer civil action

You are reminded that these rules are designed to protect everyone's right to privacy, including your own.

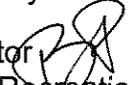
I certify that I have read the confidentiality statement printed above. I further certify and understand that unauthorized access, inspection, use, or disclosure of confidential information may be punishable as a crime and may result in disciplinary and/or civil action being taken against me.

<i>Name</i>	
<i>Signature</i>	<i>Date</i>

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Beth Groves, Interim City Manager 

PREPARED BY: Brian K. Petree, Director 
Department of Parks, Recreation and Community Services

DATE: September 2, 2009

SUBJECT: Dedication of a Bench in Memory of Brittney Marie Peters at Wayne Makin Sports Complex

RECOMMENDATION: Approve the Bench Dedication and Memorial Plaque in Memory of Brittney Marie Peters at Wayne Makin Sports Complex.

SUMMARY: The Department of Parks, Recreation and Community Services has received correspondence regarding Brittney Marie Peters (Exhibit "A"). Brittney Peters meets the Park and Public Building Dedication Criteria by her dedication as a cheerleader for Norco Junior All-American Football. Ms. Peters was instrumental in encouraging other youth to become involved in activities that promote health and wellness, foster human development, and provides a recreational experience. She understood the value of making a positive impact on other people's lives by her continuous smile and warm hearted gestures. Her family, friends and good neighbors have her remembered for her unselfish friendships towards others and dedication to do what she loved; being involved with Norco Junior All-American Football.

BACKGROUND/ ANALYSIS: The Peters family has requested that a bench be placed and a plaque dedicated in memory of Norco resident, Brittney Marie Peters. Ms. Peters was an active youth in the community who not only cheered in youth sports organizations, but was instrumental in making sure she made a positive impact on the others through her kind-hearted spirit and smile on her face which she shared daily.

The requesting family for this memorial has provided the Department of Parks, Recreation and Community Services a petition with the required number of signatures requesting approval of this memorial (Exhibit "B") based on the City's Park and Public Building Dedication Criteria (Exhibit "C").

The Parks and Recreation Commission approved and recommended the dedication for Brittney Peters at the July 13, 2009 meeting. The proposed memorial will consist of a concrete park bench with an engraved plaque. This memorial will be located at the Wayne Makin Sports Complex between diamond #5 and #6 as noted in Exhibit "D".

The park bench will be similar to those which are currently located at the park (Exhibit "E") and will be purchased by the family through Quick Crete Products Corp. in Norco. The 7" x 3" memorial plaque (Exhibit "F") will be inset into the seat of the bench.

At this time, Staff is seeking approval from the Council for the Brittney Peters Memorial. If approved, staff will coordinate with the Peters family for installation of park bench after it is manufactured.

FINANCIAL IMPACT: There is no financial impact to the General Fund. The Peters Family will assume all costs associated with the purchase and installation of the bench as well as the continued maintenance and upkeep.

/ma-73355

Attachment: Exhibit "A" – Request Letter for Memorial
Exhibit "B" – Petition Request for Memorial
Exhibit "C" – Parks and Building Dedication Criteria
Exhibit "D" – Picture Diagram of Proposed Memorial Location
Exhibit "E" – Park Bench Specifications
Exhibit "F" – Plaque Specifications

June 16, 2009

City of Norco

Parks and Recreation Commission

2870 Clark Ave

Norco, CA 92860

The Peters family requests that the City of Norco considers dedicating a bench with a plaque at Wayne Macon Park for Brittney Marie Peters who passed away February 20, 2009 at the age of 13.

We enclosed a Biography of Brittney and plenty of Signatures giving you the reasons we feel she should have a bench dedicated. Also attached are pictures of the area at the park where there are no other memorials at this time. Brittney was a cheerleader for the Norco Jr. All American Football and spent much of her time there practicing and cheering for JAFF football games at this park.

Thank you for your consideration. Please contact Laura or Greg if you have any questions.

A handwritten signature in cursive script that reads "Laura Peters". The signature is written in black ink and is positioned below the text "Thank you for your consideration..."

Laura Peters (Aunt) Main Contact Person

760-468-8824

Greg Peters (father)

760-709-1014

EXHIBIT "A"

Brittney Marie Peters

June 23, 1995 – February 20, 2009

Brittney Peters, a resident of Norco and attending Norco Intermediate School unexpectedly passed away February 20, 2009 from the flu. Brittney lived with her brother Brennen who attended Norco High School and her father Greg Peters.

Brittney was an amazing girl who touched everyone's hearts. She was the one girl in school that everyone loved. She was a friend to all. She always had a smile on her face and brightened everyone's day. Cheerleading for the Norco JAFF was her passion. Her practices were at Wayne Makin Park which she loved so much to go to. We feel having a bench with a dedication plaque would be a nice tribute for her. Norco Intermediate School, the high school, the churches and the community of Norco all came together to help the family and honor Brittney and the truly amazing kind hearted spirit she was. Her family and the community feel that she made such an impact on her peers with her always smiling, caring, and friend to everyone, that she is an inspiration to all. Brittney has unknowingly (or maybe she knows) influenced many lives here in Norco. So many parents, teachers and adults bonded together to help the family and the grieving community with the loss of Brittney. Her peers have realized how important friendship is, being kind to all and gather together in the time of need.

"Brittney was an amazing person she is an example to all of us, of what we could all be."

Attached are some of the articles regarding Brittney's passing. Friends have also posted about 10-15 Utube videos of her on the internet with her cheerleading. There are hundreds of comments that the community has posted by the videos, it is truly amazing. I have copied and attached some of them. Also attached are some comments from her friends and others that hardly knew wrote regarding Brittney. We hope they will give a bit of an insight on the memories and inspirations she left for all.

Written by a friend at school:- ♡ -

A poem for Britt ♡
Britt we love you so very much
Everyone misses your personal touch
You're the perfect person and my best friend
I'm glad our friendship will NEVER end

You can be a crazy girl
You're so thoughtful you can rule the world
I'm sooo glad we had so many great times
But god needed an angel with beautiful blue eyes

When you cheer it comes from your heart
You're also a girl that's really smart
We all think you're such a sweetheart
As my best friend... you're always in my HEART
Written by; Cameron Giddings.

may angels lead you in! <3

We the undersigned do hereby request the City of Norco consider dedicating
a bench, plaque and or tree at Wayne ^{Makin} Macon Park in memory of
Brittney Marie Peters.

EXHIBIT "B"

Petitioners signatures

Name	Address	Phone	Signature
1. Margaret Higgins	2717 Vine	951-737-4066	Margaret Higgins
2. Michael Higgins	2717 Vine	951-737-4066	Michael Higgins
3. Bill Brummet	4465 SUTTON PL	951-255-3497	Bill Brummet
4. Faith Crawford	3050 NORCO DR	(951) 272-8052	Faith Crawford
5. Ronald Crawford	3050 NORCO DR	(951) 272-8052	Ronald Crawford
6. ROSALINDA Acosta	3230 KIPS KORN R L	(951) 808-9461	Rosalinda Acosta
7. Juan Acosta	3230 KIPS KORN R L	951 808 9461	Juan Acosta
8. Emma CAPPER	4015 Cedar Ave	951 278-4830	Emma Capper
9. Mike Baker	220 6th St	951 520 9212	Mike Baker
10. Sue Baker	220 6th St	951 520 9212	Sue Baker
11. Carol Zalenski	2000 Valley View Ave	951 314 9913	Carol Zalenski
12. Lewis Dye	2000 Valley View Ave	951 880 7073	Lewis Dye
13. Anthony Ayala	4015 CEDAR AVE	(909) 519 9026	Anthony Ayala
14. MORISSA Martinez	5579 ARIZONA AVE	(909) 947-9334	Morissa Martinez
15. John Owens	2739 Vine St Norco	951 279 8119	John Owens
16. Saul Caroz	3583 Temescal Ave Norco	951 871 8110	Saul Caroz
17. Stan Rossi	3993 BLUFF ST NORCO	951 737 8920	Stan Rossi
18. Betty Owens	3976 Bluff St Norco	951-371-6647	Betty Owens
19. Martine McNew	2345 Corona Ave Norco	951-736-9754	Martine McNew
20. Susan Henninger	7101 CAVALIER	951-751-998	Susan Henninger

We the undersigned do hereby request the City of Norco consider dedicating
a bench, plaque and or tree at Wayne ^{Makin} Macon Park in memory of
Brittney Marie Peters.

Petitioners signatures

Name	Address	Phone	Signature
1. Marc Beyers	3333 Corona Ave Norco	951 935 9990	Marc Beyers
2. TIM MATHER	2241 CEDAR RIDGE DR.	951 340 4495	Tim Mather
3. Maria Robles	955 Winners Circle Norco	951 220 7305	Maria Robles
4. Donna Ortiz	3503 Temescal Ave, Norco	92860 951-734-6703	Donna Cortez
5. Joel Cortez	3503 Temescal Ave. Norco	(951) 415-8880	Joel Cortez
6. Gary Edwards	2954 Driftwood Norco	951 738 3309	Gary Edwards
7. Chad Stephens	777 CERRITOSA LN NORCO	951 371-9458	Chad Stephens
8. Harry Morck	6820 RIVER DR NORCO	951-737-3453	Harry Morck
9. Tiffany Rodriguez	4217 Woodward Norco	951-7078702	Tiffany Rodriguez
10. Dandy Rodriguez	4217 Woodward Norco	951-7078702	Dandy Rodriguez
11. Stacey Rivera	2800 Reservoir Dr Norco	951 532-4000	Stacey Rivera
12. DAN PAUL	2947 PONDENOSA LN NORCO	951-734-8912	Dan Paul
13. Laura Badowski	3990 Oak Ridge CR Norco	454-3517	Laura Badowski
14. Martha Reyes	4478 Crestview Dr. Norco	371-2885	Martha Reyes
15. ROLPH M. MAGUIRE	2202 SANTA ANITA RD Norco	283-7338	Rolph M. Maguire
16. Deanna Kusi	2615 Sierra Ave Norco	737 4956	Deanna Kusi
17. Missy Arakawa	220 BUCKSTIN LN NORCO	735-2007	Missy Arakawa
18. Bill Arakawa	220 BUCKSTIN LN NORCO	735-2007	Bill Arakawa
19. Tim Juszczak	2720 WINE ST. Norco	272-6699	Tim Juszczak
20. LAUREN JUSZCZAK	2720 VINE ST. NORCO	272-6699	Lauren Juszczak

We the undersigned do hereby request the City of Norco consider dedicating
a bench, plaque and or tree at Wayne Macon Park in memory of
Brittney Marie Peters.

Petitioners signatures

Name	Address	Phone	Signature
1. SHANAH OWENS	2739 Vine St Norco	951 279-8119	Shanah Owens
2. PAT O'BRYAN	2740 Vine St Norco	951 272-8509	Pat O'Bryan
3. Tom Eifler	2190 SANTA ANITA RD. Norco	951-279-2859	Tom Eifler
4. Denise Campa	6828 Sweet Clover Ln	951-279-0143	Denise Campa
5. Cleo Owens	3976 Bluff Norco	951 371-6643	Cleo Owens
6. Rob Bishop	4111 Valley View Ave Norco	951 545-7927	Rob Bishop
7. Adrianna Shewalt	3446 Belgian Dr. Norco	951 371-4214	Adrianna Shewalt
8. Elise Boyd	1832 Cherokee Ave Norco	951-371-6333	Elise Boyd
9. James Scott Boyd	1832 Cherokee Ave Norco	951-371-6333	James Scott Boyd
10. Carl Marquis	2922 Vandermon Dr Norco	734-5916	Carl Marquis
11. Shelly Hankins	2530 Wagon Wheel Norco	372-9267	Shelly Hankins
12. Debbie Simpson	3571 Broken Twig Dr Norco	808-0180	Debbie Simpson
13. MARIO KUTIN	1461 FOXMORRAN RD NORCO	280-0498	Mario Kutin
14. Kimberly Kuhn	1461 FOXMORRAN RD NORCO	280-0498	Kimberly Kuhn
15. Brandy Edwards	2454 DRAFTWOOD PL NORCO CA	738-8207	Brandy Edwards
16. Cind Vander Shy Veer	896 Harness Lane Norco CA	92860 951-520-8779	Cind Vander Shy Veer
17. Kristy Rossi	3993 Bluff St Norco CA	92860	Kristy Rossi
18. Felisha Rossi	3993 Bluff St Norco CA	92860	Felisha Rossi
19. Melanie Baumeister	3000 Corona Ave Norco CA	92860	Melanie Baumeister
20. ERNEST BANKS	4267 RIM CREST DR NORCO CA	92860 951-735-3549	Ernest Banks

ATTN: NORCO RESIDENTS

We the undersigned do hereby request the City of Norco consider dedicating a bench, plaque and or tree at Wayne Macon Park in memory of **Brittney Marie Peters.**

Petitioners signatures

Name	Address	Phone	Signature
1. Danvill Allen	520 Bodie Pl.	(951) 707-9377	Danvill Allen
2. Monica Campbell	Redbe Creek Dr	(562) 440-1173	Monica Campbell
3. Chanté Moore	Zimmer St	951 735-8363	Chanté Moore
4. ERIN STERNBERG	7537 ROUNDUP DR	951 779-0850	Erin Sternberg
5. Shannon Yorkes	1401 Makiparade	909 279-3455	Shannon Yorkes
6. Brittany Best	3191 Sunset Ct	(951) 915-8277	Brittany Best
7. Paula Bowling	3335 Valley View	(951) 371-5647	Paula Bowling
8. Janine Koppke	3221 Cavalletti Dr.	(702) 283-5418	Janine Koppke
9. Bellig McTee	3597 Bluff St	(909) 808-9108	Bellig McTee
10. Cathie Juszcak	2171 INDIAN HORSE DR	(951) 734-1977	Cathie Juszcak
11. Karen Vichard	2143 First St	951-734-5717	Karen Vichard
12. Linda Chever	2698 Bronco Lane	(951) 371-6803	Linda Chever
13. Shelley Lehman	5294 Roundup Rd.	(951) 840-0102	Shelley Lehman
14. BRITTNEY FISCHER	2231 HILDA AVE.	(951) 735-9114	Brittney Fischer
15. Deborah Schreiber	2077 Sycamore Ln	951 375-9023	Deborah Schreiber
16. Lori Porretta	4349 Erail St.	(951) 733-2980	Lori Porretta
17. Alyson Leach	3314 Ramon Rd.	(951) 250-0500	Alyson Leach
18. Alyssa Lemaster	1378 Tallon Ln.	(951) 310-5144	Alyssa Lemaster
19. Alex Lacombe	1480 5th St.	(951) 015-4803	Alex Lacombe
20. Norene Epler	2190 SANTA ANITA	(951) 779-2859	Norene Epler

We the undersigned do hereby request the City of Norco consider dedicating a bench, plaque and or tree at Wayne Macon Park in memory of **Brittney Marie Peters.**

Petitioners signatures

Name	Address	Phone	Signature	Date
1. Gwen Smith	3171 Sunset Ct Norco	951 735 5225	<i>Gwen Smith</i>	
2. JAMES J. HUNTER	2712 VINE ST	951 312 5080	<i>James Hunter</i>	
3. CAROL OROZCO	1067 5th ST, NORCO	(951) 737-3492	<i>Carol Orozco</i>	
4. MIKE VETAROD	2920 AVE MOON CT	(951) 739-7969	<i>Mike Vetarod</i>	
5. DARLENE LEMENJAN	2747 VINE ST	951 737-1520	<i>Darlene Lementan</i>	
6. CINDY MOORE	619 7th ST	(951) 735-9175	<i>Cindy Moore</i>	
7. BARRY M. LESKI	3693 VINE ST NORCO	(323) 816-4046	<i>Barry M. Leski</i>	
8. JETTA BASHOR	2060 RAIN ET	951 371-5526	<i>Jetta Bashor</i>	
9. Tim Curmation	4475 Hillside	951 316-6206	<i>Tim Curmation</i>	
10. DEAN GLUNT	1522 WYAMHIL LANE	(951) 736-3114	<i>Dean Glunt</i>	
11. Christina Spangler	1522 WYAMHIL LANE	951 736 3114	<i>Christina Spangler</i>	
12. DAVID WEST	1020 STAMFORD CT. CORONA	714-317-4252	<i>David West</i>	
13. Tawana Clowry	3588 CHRISTIAN DR. NORCO	951 378 9879	<i>Tawana Clowry</i>	
14. LARRY A. LITTE	2776 VINE ST NORCO	909 228 7725	<i>Larry A. Litte</i>	
15. Leslie Alexander	490 SIXTH ST. NORCO	714-231-1759	<i>Leslie Alexander</i>	
16. Cindy Klippe	3655 Silver Cloud Dr. Norco	951 836-7760	<i>Cindy Klippe</i>	
17. Bob Luis Coyayo	3451 Valley View AVE Norco	951 736 3114	<i>Bob Luis Coyayo</i>	
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Witness Statement: I certify that these people signed this petition in my presence

Printed Name

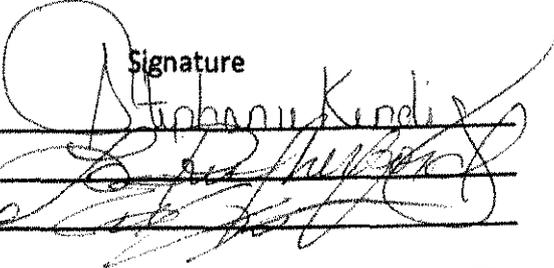
Signature

Date

ATTN: NORCO RESIDENTS

We the undersigned do hereby request the City of Norco consider dedicating a bench, plaque and or tree at Wayne Macon Park in memory of **Brittney Marie Peters.**

Petitioners signatures

Name	Address	Phone	Signature
1. Stephanie Kendig	3090 Shadow Canyon Cir	951-737-8332	
2. Lori Rutherford	3575 Chestnut Dr.	951-941-0040	
3. Eric Kucic	951 Garden Grove Ave.	951-272-6390	
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We the undersigned do hereby request the City of Norco consider dedicating
a bench, plaque and or tree at Wayne Macon Park in memory of
Brittney Marie Peters.

Petitioners signatures

Name	Address	Phone	Signature
1. Laura Pontow	4211 California Ave	951-371-7071	Laura Pontow
2. Anita Randall	4850 Pedley Ave	951-755-7322	Anita Randall
3. Donna Symman	2118 Clarendon Ave	974-341-0507	Donna Symman
4. FAI COX	2811 Wipe ST	371-2547	Fai Cox
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**CITY OF NORCO
DEPARTMENT OF PARKS, RECREATION AND COMMUNITY SERVICES**

Park and Public Building Dedication Criteria

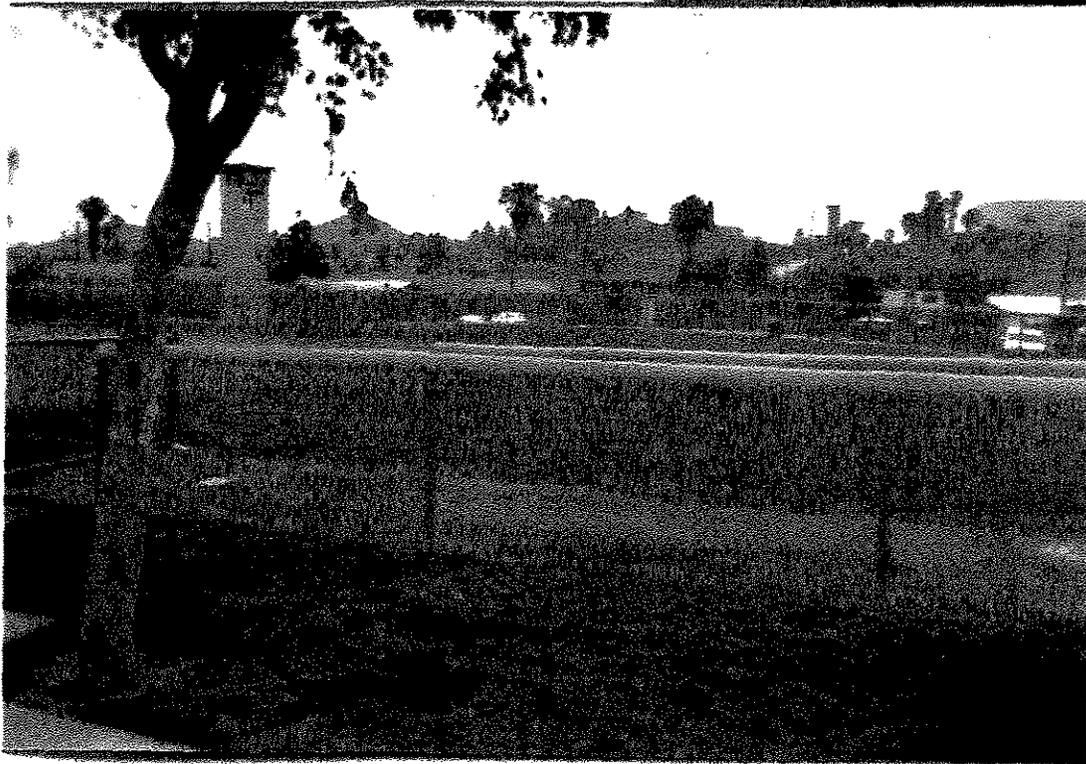
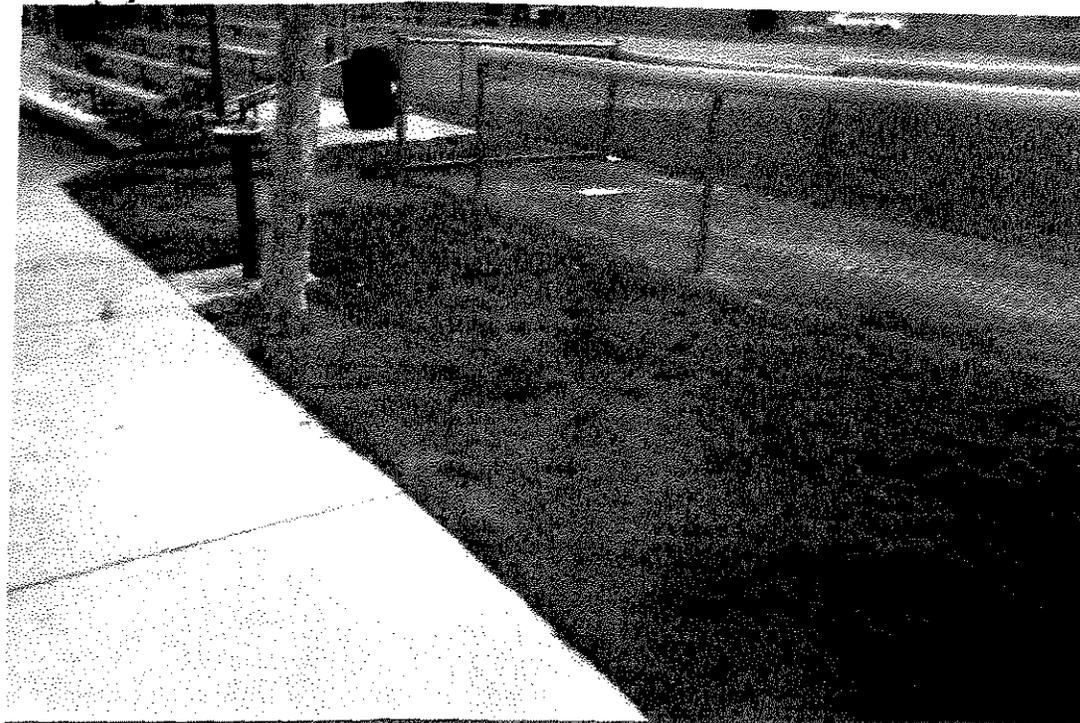
1. Past or present resident of the City of Norco
2. The Nominee made an outstanding contribution towards Norco's lifestyle with unusual and unselfish time devoted to helping others or whose good deeds have helped and/or influenced the lives of others.
3. The Nominee provided visibility, promoted the use of or enhanced the composition of a facility in the City of Norco park system above and beyond normal efforts.
4. The Nominee must be deceased for a minimum of 120 days before consideration of or review of nomination request.
5. The request must be submitted to the Parks, Recreation and Community Services Office for review by the Parks and Recreation Commission.
6. The name of the Nominee is to be submitted in a formal request with a biography addressing Items 1 & 2.
7. Include a petition with a minimum of seventy-five (75) Norco resident names supporting this request with name, address, phone number and signature.
8. The Nominating individual/group will furnish the cost of purchasing and engraving the plaque and or any costs associated with the Dedication or naming of the facility, park, or building.
9. The Parks and Recreation Commission shall review and advise the Council regarding all nominations.
10. The Nominee must then be approved by the City Council.
 - (a) Please note: if requesting a special memorial area or dedication, i.e., park area, tree, playground equipment, park bench or room in a building; the above criteria will apply.
 - (b) Please be advised you should use a format similar to this example. Make sure to identify plainly the name, address and phone number of the contact person for this request as well as the purchasing party for the plaque.

Example: We, the undersigned, do hereby request the City of Norco consider dedicating (description of the facility) for the following reasons. (Your biography or listing of reasons may be in a brief paragraph description format.)

After your description, provide a minimum listing of seventy-five (75) Norco resident names that include the name, address and phone number.



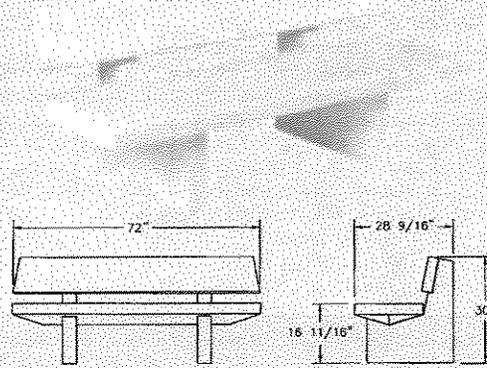
EXHIBIT "D"



A great place to gather before or after a Laker victory to discuss the finer points of basketball and star gazing. The Seattle bench allows for seating on both sides and is ideal for securing the perimeter of strategic properties.

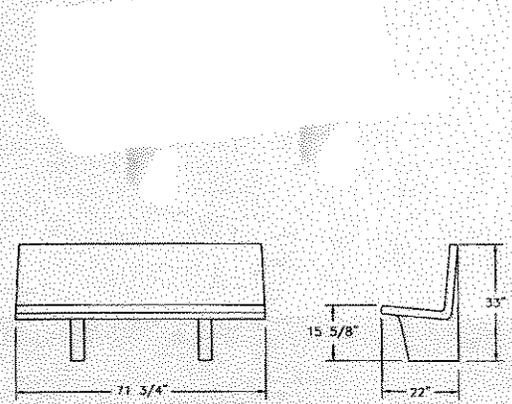


Thousand Oaks

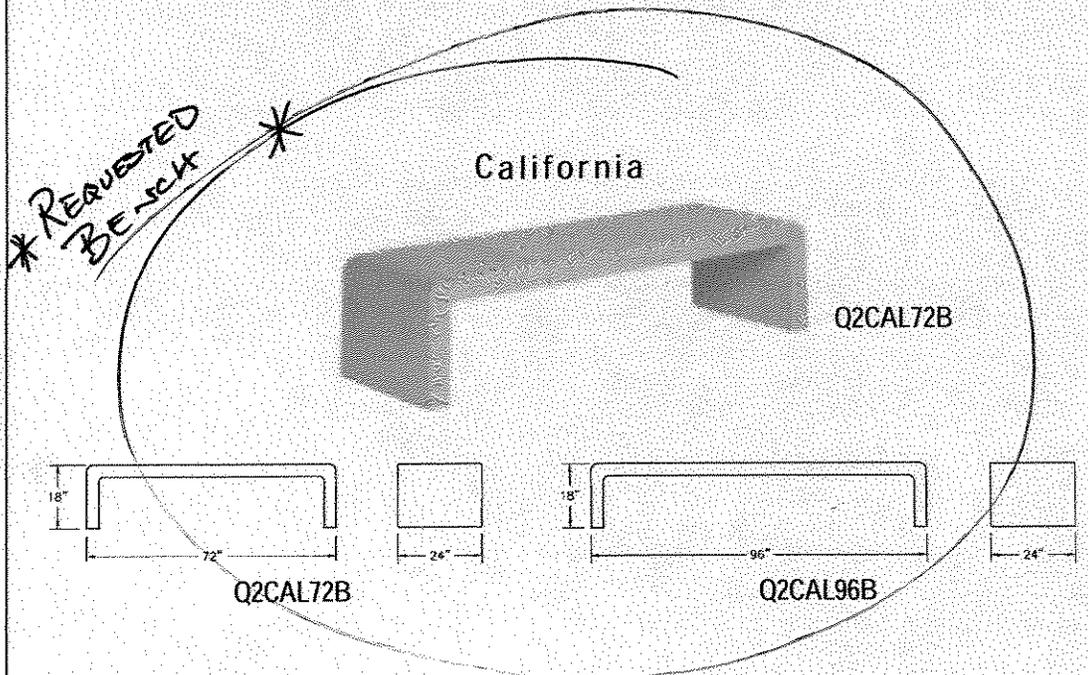


Q1T072B†

Long Beach



Q1LB72B*



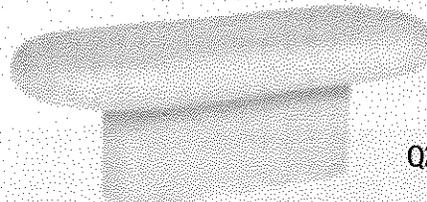
California

Q2CAL72B

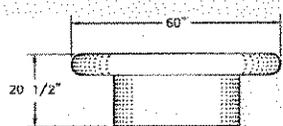
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Q2CAL96B

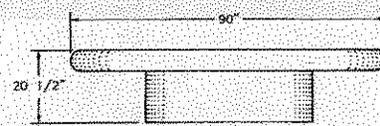
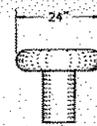
Houston



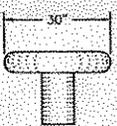
Q2HO60B



Q2HO60B*†



Q2HO90B*†



Client:
**Anschutz
Entertainment Group**

Contractor:
**PCL Construction
Enterprises**

Bench Collection:
Contemporary

Series:
Seattle

Model Number:
Q2SE63B

* Requires anchor bolt installation
† Requires assembly

JUN 24 09

ORDER: 1003192

SIZE: 7" x 3"

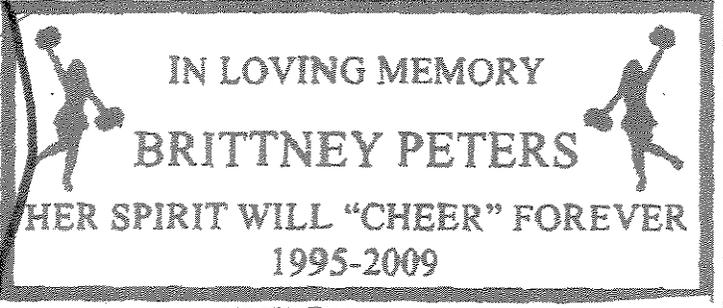
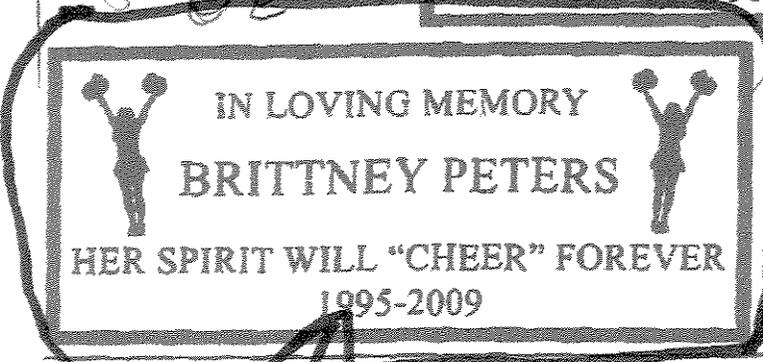
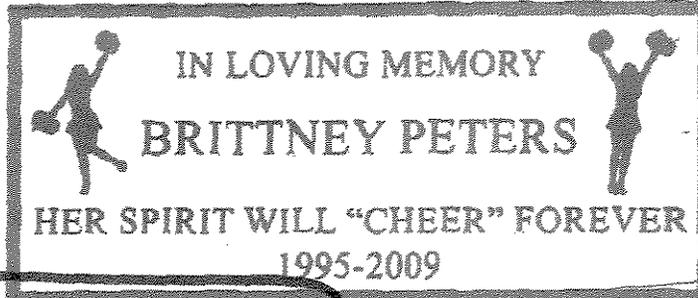
DATE: 6-24-9

HARDWARE:

QTY: 1

ARTIST: BS

74
8980247



↓ **On this Black & White Proof** ↓

Contact:
Sheila@447

REV.
2

BLACK AREA IS RAISED, WHITE AREA IS RECESSED

Text at standard minimum

* Unable to have lowercase due to minimum size text required for tooling



Greg, Here are proofs.

Hi Pat Sorry For delay

Exhibit "F"

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Beth Groves, Interim City Manager 

PREPARED BY: Andy Okoro, Deputy City Manager/Director of Finance 

DATE: September 2, 2009

SUBJECT: Approval of Agreement for Temporary Part-Time Employment of Fire Chief

RECOMMENDATION: Staff recommends that the City Council approve the Agreement for Temporary Part-Time Employment of Fire Chief

SUMMARY: To ensure uninterrupted administrative supervision and management of the Fire Department, the Interim City Manager is requesting City Council's approval to retain retiring Fire Chief, Jack Frye as a temporary part-time Fire Chief for a period of time not to exceed three months.

BACKGROUND/ANALYSIS: Fire Chief Jack Frye has notified the City of his desire to retire from full-time City employment effective September 18, 2009. Staff is currently evaluating options available to replace the retiring Fire Chief on a permanent basis. In the interim, Jack Frye has agreed to serve as a part-time temporary Fire Chief subject to the terms and conditions outlined in the attached "Agreement for Temporary Part-time Employment of Fire Chief." Pursuant to Section 21220 (h) of the California Public Employees' Retirement Law, Jack Frye can serve as part-time temporary Fire Chief without jeopardizing his retirement. This appointment will be of limited duration and the Fire Chief's position requires specialized skills and is necessary to prevent the stoppage of public business.

FISCAL IMPACT: The Fire Chief's total compensation under this Agreement shall not exceed \$19,500. Funds were appropriated in the FY 2009-10 Operating Budget.

/ao-73445
Attachment: Agreement

AGREEMENT FOR TEMPORARY PART-TIME EMPLOYMENT OF FIRE CHIEF

THIS AGREEMENT is made and entered into this 21st day of September 2009 by and between the CITY OF NORCO, California, a municipal corporation ("City"), and John Frye, an individual ("Chief").

The City Manager of City desires to contractually retain Chief to function as a temporary part time Fire Chief for the City of Norco. The City desires to fix and determine the scope, nature and extent of Chief's duties and the compensation for those duties.

NOW THEREFORE, it is hereby mutually agreed by and between the parties as follows:

1. **TERM OF AGREEMENT:** The effective date of this Agreement shall be September 21, 2009 and shall continue for a period of time not exceeding three months, unless sooner terminated pursuant to Paragraph 6 hereof ("Termination"). The term of this Agreement may be extended at City's option provided the Chief shall not work more than 960 hours.
2. **SERVICES:** Under the direction of the City Manager, Chief shall perform the duties and functions required by the position of Fire Chief and such other and further duties as required by the City Manager or state law. Such duties include, but are not limited to those described in the Scope of Services, a copy of which is attached hereto as Exhibit "A," and made a part hereof.
3. **EMPLOYMENT SCHEDULE:** Chief will normally work no more than 5 hours a day or no more than 20 hours a week. The number of hours worked each day may be adjusted by the Chief with the approval of the City Manager to accommodate emergency situations that may arise.
4. **COMPENSATION:** Chief will be paid \$75.00 for each hour he actually provides services as described above to City. Chief shall not receive any benefits, leave, holidays, retirement, health, disability, insurance or other emoluments whatsoever, not expressly provided in this Agreement. City shall make appropriate tax deductions and/or withholdings from the aforementioned compensation. City shall provide Chief with a City vehicle including fuel and maintenance, and a cellular telephone for business use in pursuing the fulfillment of the conditions of this Agreement. The Chief's use of City vehicle shall comply with all provisions outlined in the City's Administrative Policy Statement No. 602 (Use of City Vehicles) and the assigned vehicle shall be clearly marked with City of Norco logos and insignia.
5. **PROFESSIONAL MEMBERSHIPS AND MEETINGS:** It is understood and agreed that the City benefits from the Chief's participation in various professional

activities relating to fire officers and fire chief affairs. Therefore, Chief shall maintain active participation in such professional organizations as may be approved by the City Manager. Upon prior approval of the City Manager, and in accordance with existing budget guidelines, Chief may incur and be reimbursed for, reasonable costs and expenses in conjunction with these activities.

6. TERMINATION: Chief acknowledges, understands, agrees and warrants that he is a temporary part-time employee of City, that he serves at the pleasure of the City's City Manager, and has no vested right whatsoever in continuation of his business relationship with the City or in the compensation which may be provided pursuant to this Agreement, beyond the date of termination of this Agreement. City shall have the right to terminate this Agreement without cause at any time without prior written notice.

7. OUTSIDE BUSINESS ACTIVITIES: During the period of this Agreement, Chief shall not, without City Manager's prior written consent, render to others professional services of any kind whether or not for compensation, nor engage in any other business activities that would materially interfere with the performance of his duties under this Agreement.

8. CONFLICT OF INTEREST: Chief covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict or appear as a conflict in any manner or degree with the performance of services required to be performed under this Agreement. In the event that an activity of Chief may be construed to constitute a conflict of interest with his responsibilities hereunder, Chief shall obtain permission for such activity from the City Manager before proceeding further with such activity. In the event a conflict of interest is alleged, the City Manager shall finally and conclusively determine if a conflict of interest in fact exists, or can be foreseen. In such cases, where a conflict of interest is deemed to occur or is determined to occur, the City Manager, in her absolute discretion, may terminate this Agreement in accordance with Paragraph 6 above ("Termination").

9. INDEMNIFICATION: City shall defend, hold harmless and indemnify Chief against any tort, professional liability claim or demand or any other legal action, whether groundless or otherwise arising out of any alleged act or omission of Chief occurring in the course and scope of performance of Chief's functions and duties undertaken pursuant to this Agreement to the same extent as City would be required by law to do for any Fire Chief employed by the City. City may compromise and settle any such claim or suit, and pay the amount of all settlements or judgments rendered against Chief and/or City thereon, and select defense counsel, in the absolute discretion of City.

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

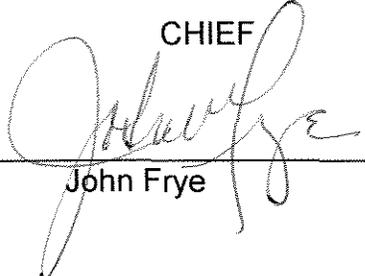
11. INTEGRATION: This Agreement constitutes the sole and complete Agreement between the parties. This Agreement supersedes any and all written and oral agreements between the parties and any ordinance, rule, regulation, policy, or procedure of the City that is inconsistent with the Agreement. No amendments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

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

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

CITY OF NORCO, a Municipal Corporation

By: _____
Beth Groves
City Manager

CHIEF


John Frye

Attest: _____
Brenda K. Jacobs
City Clerk

Approved as to Form:

John Harper, Harper and Burns
City Attorney

EXHIBIT A

PART-TIME TEMPORARY FIRE CHIEF SCOPE OF SERVICES

Directs Fire Department operations, personnel, budget, facilities and equipment; assigns, reviews and monitors work of subordinate staff; develops and enforces department goals and objectives; establishes and manages department budget; represents Fire Department to state, county and community organizations. Administers the Norco Animal Rescue Team (NART) and serves as a resource for code enforcement.

Approves hiring and promotion of personnel; establishes work performance and evaluation practices and procedures; oversees and assists with community events; works with community leaders to develop emergency preparedness plans and guidelines; reviews and inspects plans and conducts construction inspections for compliance with health and public safety requirements.

Manages, oversees and provides direction to Fire Department staff members engaged in fire prevention and administrative support activities.

Develops contracts and agreements with other agencies; provides updates to the City Manager on assigned projects and programs; represents City Manager's office to research, evaluate, respond to and resolve inquires and complaints from other departments, agencies or citizens; performs other related duties as assigned. Responds to emergency calls to ensure compliance with health and safety regulations

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Beth Groves, Interim City Manager 

PREPARED BY: David Gilbertson, Deputy City Engineer 

DATE: September 2, 2009

SUBJECT: Acceptance of Bids, Award Contract, and Appropriate Additional Funds for the Reservoir No. 4 Booster Pump Station Project

RECOMMENDATION: Award the contract for the Reservoir No. 4 Booster Pump Station Project to Metro Builders & Engineers Group, Ltd. in the amount of \$563,580; authorize the City Manager to approve contract change orders up to 10 percent of the contract amount; and adopt **Resolution No. 2009-_____**, appropriating an additional \$113,580.

SUMMARY: Bids for the Reservoir No. 4 Booster Pump Station Project were opened on August 19, 2009 with Metro Builders & Engineers Group, Ltd. being the lowest responsible bidder. It is recommended that the City Council award a contract to Metro Builders & Engineers Group, Ltd. in the amount of \$563,580.

BACKGROUND/ANALYSIS: Staff completed plans and specifications for bidding purposes and on August 19, 2009 bids were received. A total of twenty-three (23) bids were received ranging between \$521,083.62 and \$831,470 with the lowest responsible bid submitted by Metro Builders & Engineers Group, Ltd. This is twelve percent above staff's estimate of \$500,495.

The project requires a three-phase 480 volt power supply to be installed in order to provide an energy source to the booster pump station. The power supply will be installed as part of the project on El Paso Drive from Hidden Valley Parkway to Reservoir No. 4. Staff did not anticipate this expenditure prior to the adoption of the 2009/10 Water Capital Improvement Budget and additional funds are recommended to be appropriated to complete this project.

At the bid opening, the apparent lowest bid was from American Industrial Services in the amount of \$521,083.62. However, their bid is considered unresponsive because they did not acknowledge the receipt of the two addendums for the project. They have also submitted a written request to withdraw their bid due to mathematical errors. In addition, the apparent second lowest bidder, NEWest Construction Company, Inc. had a mathematical error which actually placed them as the fourth lowest bidder.

Award of Bid for Reservoir No. 4 Booster Pump Station
Page 2
September 2, 2009

The contractor's license and references were checked and found to be satisfactory. The bid summary sheet has been attached for Council's review.

FINANCIAL IMPACT: \$450,000 has already been appropriated for this project from Water Improvement Fund 144. A resolution has been prepared to appropriate an additional \$113,580 from Fund 144 with an estimated beginning fund balance of \$11,984,021 as of July 1, 2009.

/dgg-73456

Attachment: Resolution No. 2009-____
Bid Summary
Withdrawal Letter from American Industrial Services

RESOLUTION NO. 2009-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$113,580 FOR THE CONSTRUCTION OF THE RESERVOIR NO. 4 BOOSTER PUMP STATION 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 Reservoir No. 4 Booster Pump Station Project will improve the water supply and fire flows to the adjacent residences; and

WHEREAS, the improvements of the Reservoir No. 4 Booster Pump Station Project will reduce the need for further costly repairs; and

WHEREAS, funding is available through the Water Improvement Fund (Fund 144).

NOW THEREFORE, BE IT RESOLVED that the amount of \$113,580 shall be appropriated from the Water Improvement Fund to the Reservoir No. 4 Booster Pump Station Project.

PASSED AND ADOPTED by the City Council at a regular meeting held on September 2, 2009.

Mayor of the City of Norco, California

ATTEST:

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

Resolution No. 2009-____

Page 2

September 2, 2009

I, BRENDA K. JACOBS, City Clerk of the City of Norco, do hereby certify that the foregoing Resolution was adopted by the City Council of the City of Norco, California at a regular meeting thereof held on September 2, 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 September 2, 2009.

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

/wt-73457



BID SUMMARY SHEET

RESERVOIR #4 BOOSTER PUMP STATION

QUANTITY	UNITS	DESCRIPTION	Engineer's Estimate		American Industrial Services		NEWest Construction Co., Inc.		Metro Builders & Engineers		Environmental Construction, Inc.	
			UNIT BID	TOTAL	UNIT BID	TOTAL	UNIT BID	TOTAL	UNIT BID	TOTAL	UNIT BID	TOTAL
1	LS	Clearing, Grubbing, Mobilization, Removals, General Excavation, Insurance, Bonds	\$20,000.00	\$20,000.00	\$36,226.32	\$36,226.32	\$25,300.00	\$25,300.00	\$50,000.00	\$50,000.00	\$17,422.00	\$17,422.00
235	TON	4" AC Pavement	\$85.00	\$19,975.00	\$166.96	\$39,235.60	\$138.00	\$32,430.00	\$85.00	\$19,975.00	\$80.00	\$18,800.00
66	SF	6" PCC Pavement	\$20.00	\$1,320.00	\$19.55	\$1,290.30	\$15.00	\$990.00	\$10.00	\$660.00	\$10.00	\$660.00
1	LS	Trench Shoring, Sheeting and Bracing	\$2,500.00	\$2,500.00	\$6,700.62	\$6,700.62	\$23,000.00	\$23,000.00	\$5,000.00	\$5,000.00	\$500.00	\$500.00
1	LS	All Electrical Work	\$90,000.00	\$90,000.00	\$161,261.47	\$161,261.47	\$124,800.00	\$124,800.00	\$61,000.00	\$61,000.00	\$118,500.00	\$118,500.00
1	LS	2 Pumps	\$85,000.00	\$85,000.00	\$79,184.20	\$79,184.20	\$37,900.00	\$37,900.00	\$103,000.00	\$103,000.00	\$89,012.00	\$89,012.00
1	LS	18" Suction Pipe Work (incl. 18" butterfly valves)	\$50,000.00	\$50,000.00	\$10,075.78	\$10,075.78	\$41,800.00	\$41,800.00	\$42,000.00	\$42,000.00	\$33,570.00	\$33,570.00
1	LS	12" discharge pipe work (incl. 12" & 16" butterfly valves)	\$30,000.00	\$30,000.00	\$12,226.94	\$12,226.94	\$74,800.00	\$74,800.00	\$51,000.00	\$51,000.00	\$47,770.00	\$47,770.00
1	LS	Testing of Pipeline and Equipment	\$3,500.00	\$3,500.00	\$5,050.07	\$5,050.07	\$11,500.00	\$11,500.00	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00
53	LF	Variable Height Retaining Wall	\$210.00	\$11,130.00	\$14.78	\$783.34	\$128.00	\$6,784.00	\$50.00	\$2,650.00	\$137.00	\$7,261.00
427	LF	6' High Masonry Wall	\$150.00	\$64,050.00	\$5.75	\$2,455.25	\$84.00	\$35,868.00	\$62.00	\$26,474.00	\$123.00	\$52,521.00
1	EA	25' Wide Chain Link Gate	\$2,500.00	\$2,500.00	\$2,546.10	\$2,546.10	\$2,200.00	\$2,200.00	\$5,250.00	\$5,250.00	\$2,123.00	\$2,123.00
1	EA	12" Propeller Water Meter & Box	\$12,500.00	\$12,500.00	\$35,080.54	\$35,080.54	\$30,000.00	\$30,000.00	\$56,000.00	\$56,000.00	\$36,690.00	\$36,690.00
1	EA	Relocation of Meter, Control Valve, & Box	\$10,000.00	\$10,000.00	\$8,599.92	\$8,599.92	\$35,400.00	\$35,400.00	\$26,000.00	\$26,000.00	\$50,450.00	\$50,450.00
1	LS	Pump House Building	\$75,000.00	\$75,000.00	\$86,260.64	\$86,260.64	\$43,000.00	\$43,000.00	\$73,000.00	\$73,000.00	\$55,024.50	\$55,024.50
218	LF	6" PCC Curb & Transition	\$18.00	\$3,924.00	\$22.48	\$4,900.64	\$37.00	\$8,066.00	\$27.00	\$5,886.00	\$20.00	\$4,360.00
30	LF	Curb Transitions	\$22.00	\$660.00	\$45.49	\$1,364.70	\$78.00	\$2,340.00	\$30.00	\$900.00	\$30.00	\$900.00
1	EA	6' x 6' Chain Link Roof Enclosure	\$2,000.00	\$2,000.00	\$5,921.82	\$5,921.82	\$1,340.00	\$1,340.00	\$1,000.00	\$1,000.00	\$1,265.00	\$1,265.00
1	EA	6' Wide Chain Link Gate	\$2,000.00	\$2,000.00	\$2,952.92	\$2,952.92	\$2,000.00	\$2,000.00	\$600.00	\$600.00	\$1,925.00	\$1,925.00
68	LF	6" PCC Curb, Gutter & Transition	\$22.00	\$1,496.00	\$26.87	\$1,827.16	\$38.00	\$2,584.00	\$30.00	\$2,040.00	\$25.00	\$1,700.00
245	SF	Interlocking Pavers	\$12.00	\$2,940.00	\$7.96	\$1,950.20	\$15.00	\$3,675.00	\$21.00	\$5,145.00	\$11.00	\$2,695.00
1	LS	Yard Drainage System	\$10,000.00	\$10,000.00	\$15,189.09	\$15,189.09	\$35,400.00	\$35,400.00	\$21,000.00	\$21,000.00	\$28,416.00	\$28,416.00
TOTAL BID				\$500,495.00		\$521,083.62		\$581,177.00		\$563,580.00		\$573,564.50
					vs.		vs.					
Low Bid Subcontractors					Paving	A & Y Company, Norco, CA	Bldg. Const.	Blair Rasmussen, San Diego, CA	None Listed		Masonry	Conterra Masonry, Riverside, CA
					Masonry	Granstrom Masonry, Torrence, CA	Asphalt	A & Y, Norco, CA			Electrical	Socal Electric, Murrieta, CA
					Concrete	Pacific Structures, Riverside, CA						
					Electric	J & L Electric, Vista, CA						



BID SUMMARY SHEET

RESERVOIR #4 BOOSTER PUMP STATION

QUANTITY	UNITS	DESCRIPTION	TK Construction		TTS Engineering		Canyon Springs Enterprise		SCW Contracting Corp.		Fleming Environmental Inc.	
			UNIT BID	TOTAL	UNIT BID	TOTAL	UNIT BID	TOTAL	UNIT BID	TOTAL	UNIT BID	TOTAL
1	LS	Clearing, Grubbing, Mobilization, Removals, General Excavation, Insurance, Bonds	\$30,700.00	\$30,700.00	\$54,245.50	\$54,245.50	\$30,000.00	\$30,000.00	\$16,481.00	\$16,481.00	\$76,960.00	\$76,960.00
235	TON	4" AC Pavement	\$91.00	\$21,385.00	\$162.36	\$38,154.60	\$90.00	\$21,150.00	\$190.00	\$44,650.00	\$106.00	\$24,910.00
66	SF	6" PCC Pavement	\$27.00	\$1,782.00	\$141.66	\$9,349.56	\$10.00	\$660.00	\$43.00	\$2,838.00	\$41.00	\$2,706.00
1	LS	Trench Shoring, Sheeting and Bracing	\$750.00	\$750.00	\$5,000.00	\$5,000.00	\$1.00	\$1.00	\$1,652.00	\$1,652.00	\$3,780.00	\$3,780.00
1	LS	All Electrical Work	\$103,800.00	\$103,800.00	\$103,615.00	\$103,615.00	\$90,000.00	\$90,000.00	\$162,624.00	\$162,624.00	\$183,168.00	\$183,168.00
1	LS	2 Pumps	\$79,590.00	\$79,590.00	\$60,340.50	\$60,340.50	\$92,000.00	\$92,000.00	\$40,105.00	\$40,105.00	\$77,524.00	\$77,524.00
1	LS	18" Suction Pipe Work (incl. 18" butterfly valves)	\$24,600.00	\$24,600.00	\$26,818.00	\$26,818.00	\$42,500.00	\$42,500.00	\$30,814.00	\$30,814.00	\$18,042.00	\$18,042.00
1	LS	12" discharge pipe work (incl. 12" & 16" butterfly valves)	\$28,000.00	\$28,000.00	\$35,351.00	\$35,351.00	\$72,639.00	\$72,639.00	\$58,449.00	\$58,449.00	\$40,407.00	\$40,407.00
1	LS	Testing of Pipeline and Equipment	\$1,500.00	\$1,500.00	\$15,237.50	\$15,237.50	\$3,000.00	\$3,000.00	\$6,555.00	\$6,555.00	\$2,440.00	\$2,440.00
53	LF	Variable Height Retaining Wall	\$256.00	\$13,568.00	\$310.50	\$16,456.50	\$175.00	\$9,275.00	\$303.00	\$16,059.00	\$109.00	\$5,777.00
427	LF	6' High Masonry Wall	\$117.00	\$49,959.00	\$157.01	\$67,043.27	\$125.00	\$53,375.00	\$94.00	\$40,138.00	\$74.00	\$31,598.00
1	EA	25' Wide Chain Link Gate	\$2,600.00	\$2,600.00	\$2,681.80	\$2,681.80	\$2,200.00	\$2,200.00	\$2,698.00	\$2,698.00	\$2,365.00	\$2,365.00
1	EA	12" Propeller Water Meter & Box	\$43,600.00	\$43,600.00	\$13,409.00	\$13,409.00	\$19,000.00	\$19,000.00	\$41,650.00	\$41,650.00	\$33,194.00	\$33,194.00
1	EA	Relocation of Meter, Control Valve, & Box	\$59,000.00	\$59,000.00	\$27,427.50	\$27,427.50	\$16,500.00	\$16,500.00	\$49,163.00	\$49,163.00	\$18,000.00	\$18,000.00
1	LS	Pump House Building	\$64,100.00	\$64,100.00	\$66,435.50	\$66,435.50	\$135,000.00	\$135,000.00	\$61,085.00	\$61,085.00	\$64,451.00	\$64,451.00
218	LF	6" PCC Curb & Transition	\$31.00	\$6,758.00	\$34.67	\$7,558.06	\$20.00	\$4,360.00	\$37.00	\$8,066.00	\$22.00	\$4,796.00
30	LF	Curb Transitions	\$133.00	\$3,990.00	\$223.48	\$6,704.40	\$30.00	\$900.00	\$19.00	\$570.00	\$22.00	\$660.00
1	EA	6' x 6' Chain Link Roof Enclosure	\$1,500.00	\$1,500.00	\$1,828.50	\$1,828.50	\$1,000.00	\$1,000.00	\$1,662.00	\$1,662.00	\$1,209.00	\$1,209.00
1	EA	6' Wide Chain Link Gate	\$1,500.00	\$1,500.00	\$3,413.20	\$3,413.20	\$600.00	\$600.00	\$2,306.00	\$2,306.00	\$2,808.00	\$2,808.00
68	LF	6" PCC Curb, Gutter & Transition	\$35.00	\$2,380.00	\$53.78	\$3,657.04	\$25.00	\$1,700.00	\$48.00	\$3,264.00	\$22.00	\$1,496.00
245	SF	Interlocking Pavers	\$22.00	\$5,390.00	\$42.29	\$10,361.05	\$10.00	\$2,450.00	\$16.00	\$3,920.00	\$12.00	\$2,940.00
1	LS	Yard Drainage System	\$44,000.00	\$44,000.00	\$29,865.50	\$29,865.50	\$15,000.00	\$15,000.00	\$22,203.00	\$22,203.00	\$24,932.00	\$24,932.00
TOTAL BID				\$590,452.00		\$604,952.98		\$613,310.00		\$616,952.00		\$624,163.00
					vs.	\$607,878.73						
Low Bid Subcontractors			Paving	AAA Paving Co., Rialto, CA	Roofing	David Lewis Roofing, Blue Jay, CA	Electrical	Citizen Electric, Highland, CA	Masonry	EBS Concrete, Inc., Corona, CA		



BID SUMMARY SHEET

RESERVOIR #4 BOOSTER PUMP STATION

QUANTITY	UNITS	DESCRIPTION	Caliagua Inc.		Mike Bubalo Construction Co.,		Genisis Construction		R. Moody Construction, Inc.		Pascal & Ludwig Constructors	
			UNIT BID	TOTAL	UNIT BID	TOTAL	UNIT BID	TOTAL	UNIT BID	TOTAL	UNIT BID	TOTAL
1	LS	Clearing, Grubbing, Mobilization, Removals, General Excavation, Insurance, Bonds	\$59,000.00	\$59,000.00	\$20,000.00	\$20,000.00	\$116,000.00	\$116,000.00	\$46,000.00	\$46,000.00	\$68,790.00	\$68,790.00
235	TON	4" AC Pavement	\$150.00	\$35,250.00	\$130.00	\$30,550.00	\$85.00	\$19,975.00	\$90.00	\$21,150.00	\$174.40	\$40,984.00
66	SF	6" PCC Pavement	\$23.00	\$1,518.00	\$20.00	\$1,320.00	\$15.00	\$990.00	\$7.00	\$462.00	\$41.00	\$2,706.00
1	LS	Trench Shoring, Sheeting and Bracing	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$4,200.00	\$4,200.00	\$1,000.00	\$1,000.00
1	LS	All Electrical Work	\$86,621.00	\$86,621.00	\$110,000.00	\$110,000.00	\$150,000.00	\$150,000.00	\$163,750.00	\$163,750.00	\$172,456.00	\$172,456.00
1	LS	2 Pumps	\$117,000.00	\$117,000.00	\$90,000.00	\$90,000.00	\$40,000.00	\$40,000.00	\$81,520.00	\$81,520.00	\$58,930.00	\$58,930.00
1	LS	18" Suction Pipe Work (incl. 18" butterfly valves)	\$31,000.00	\$31,000.00	\$30,000.00	\$30,000.00	\$45,000.00	\$45,000.00	\$52,850.00	\$52,850.00	\$31,842.00	\$31,842.00
1	LS	12" discharge pipe work (incl. 12" & 16" butterfly valves)	\$31,500.00	\$31,500.00	\$40,000.00	\$40,000.00	\$65,000.00	\$65,000.00	\$49,635.00	\$49,635.00	\$40,179.00	\$40,179.00
1	LS	Testing of Pipeline and Equipment	\$4,100.00	\$4,100.00	\$10,000.00	\$10,000.00	\$1,000.00	\$1,000.00	\$5,200.00	\$5,200.00	\$9,200.00	\$9,200.00
53	LF	Variable Height Retaining Wall	\$330.00	\$17,490.00	\$300.00	\$15,900.00	\$160.00	\$8,480.00	\$182.00	\$9,646.00	\$94.34	\$5,000.02
427	LF	6' High Masonry Wall	\$190.00	\$81,130.00	\$200.00	\$85,400.00	\$100.00	\$42,700.00	\$116.00	\$49,532.00	\$80.05	\$34,181.35
1	EA	25' Wide Chain Link Gate	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$1,200.00	\$1,200.00	\$2,300.00	\$2,300.00	\$2,200.00	\$2,200.00
1	EA	12" Propeller Water Meter & Box	\$36,900.00	\$36,900.00	\$90,000.00	\$90,000.00	\$35,000.00	\$35,000.00	\$27,140.00	\$27,140.00	\$28,825.00	\$28,825.00
1	EA	Relocation of Meter, Control Valve, & Box	\$27,100.00	\$27,100.00	\$40,000.00	\$40,000.00	\$34,000.00	\$34,000.00	\$24,050.00	\$24,050.00	\$36,700.00	\$36,700.00
1	LS	Pump House Building	\$45,100.00	\$45,100.00	\$30,000.00	\$30,000.00	\$50,000.00	\$50,000.00	\$64,907.00	\$64,907.00	\$97,550.00	\$97,550.00
218	LF	6" PCC Curb & Transition	\$18.00	\$3,924.00	\$20.00	\$4,360.00	\$20.00	\$4,360.00	\$20.00	\$4,360.00	\$25.02	\$5,454.36
30	LF	Curb Transitions	\$17.00	\$510.00	\$50.00	\$1,500.00	\$20.00	\$600.00	\$20.00	\$600.00	\$28.67	\$860.10
1	EA	6' x 6' Chain Link Roof Enclosure	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$2,100.00	\$2,100.00	\$850.00	\$850.00
1	EA	6' Wide Chain Link Gate	\$750.00	\$750.00	\$3,000.00	\$3,000.00	\$500.00	\$500.00	\$1,400.00	\$1,400.00	\$850.00	\$850.00
68	LF	6" PCC Curb, Gutter & Transition	\$22.00	\$1,496.00	\$20.00	\$1,360.00	\$20.00	\$1,360.00	\$20.00	\$1,360.00	\$30.00	\$2,040.00
245	SF	Interlocking Pavers	\$17.00	\$4,165.00	\$15.00	\$3,675.00	\$6.00	\$1,470.00	\$18.00	\$4,410.00	\$12.06	\$2,954.70
1	LS	Yard Drainage System	\$36,000.00	\$36,000.00	\$15,000.00	\$15,000.00	\$25,000.00	\$25,000.00	\$37,041.00	\$37,041.00	\$22,800.00	\$22,800.00
TOTAL BID				\$628,054.00		\$633,565.00		\$644,635.00		\$653,613.00		\$666,352.53
				<i>vs.</i> \$628,145.00					<i>vs.</i>	\$659,203.00		<i>vs.</i> \$666,432.00

Low Bid Subcontractors



BID SUMMARY SHEET

RESERVOIR #4 BOOSTER PUMP STATION

			F.T. Ziebarth Company		General Consolidated		Schuler Engineering Corp.		4-Con Engineering, Inc.		Menta Mechanical Company	
QUANTITY	UNITS	DESCRIPTION	UNIT BID	TOTAL	UNIT BID	TOTAL	UNIT BID	TOTAL	UNIT BID	TOTAL	UNIT BID	TOTAL
1	LS	Clearing, Grubbing, Mobilization, Removals, General Excavation, Insurance, Bonds	\$62,000.00	\$62,000.00	\$24,000.00	\$24,000.00	\$35,000.00	\$35,000.00	\$125,000.00	\$125,000.00	\$50,000.00	\$50,000.00
235	TON	4" AC Pavement	\$85.00	\$19,975.00	\$106.00	\$24,910.00	\$85.00	\$19,975.00	\$95.00	\$22,325.00	\$100.00	\$23,500.00
66	SF	6" PCC Pavement	\$20.00	\$1,320.00	\$5.00	\$330.00	\$12.00	\$792.00	\$20.00	\$1,320.00	\$75.75	\$4,999.50
1	LS	Trench Shoring, Sheeting and Bracing	\$500.00	\$500.00	\$6,900.00	\$6,900.00	\$600.00	\$600.00	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00
1	LS	All Electrical Work	\$160,000.00	\$160,000.00	\$120,000.00	\$120,000.00	\$180,000.00	\$180,000.00	\$220,000.00	\$220,000.00	\$140,000.00	\$140,000.00
1	LS	2 Pumps	\$40,000.00	\$40,000.00	\$176,665.00	\$176,665.00	\$68,000.00	\$68,000.00	\$65,000.00	\$65,000.00	\$100,000.00	\$100,000.00
1	LS	18" Suction Pipe Work (incl. 18" butterfly valves)	\$40,000.00	\$40,000.00	\$32,000.00	\$32,000.00	\$35,000.00	\$35,000.00	\$20,000.00	\$20,000.00	\$45,000.00	\$45,000.00
1	LS	12" discharge pipe work (incl. 12" & 16" butterfly valves)	\$100,000.00	\$100,000.00	\$25,000.00	\$25,000.00	\$33,000.00	\$33,000.00	\$20,000.00	\$20,000.00	\$55,000.00	\$55,000.00
1	LS	Testing of Pipeline and Equipment	\$1,000.00	\$1,000.00	\$2,800.00	\$2,800.00	\$9,500.00	\$9,500.00	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00
53	LF	Variable Height Retaining Wall	\$100.00	\$5,300.00	\$275.00	\$14,575.00	\$78.00	\$4,134.00	\$350.00	\$18,550.00	\$300.00	\$15,900.00
427	LF	6' High Masonry Wall	\$65.00	\$27,755.00	\$250.00	\$106,750.00	\$136.00	\$58,072.00	\$200.00	\$85,400.00	\$160.00	\$68,320.00
1	EA	25' Wide Chain Link Gate	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00	\$2,950.00	\$2,950.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
1	EA	12" Propeller Water Meter & Box	\$40,000.00	\$40,000.00	\$45,000.00	\$45,000.00	\$33,000.00	\$33,000.00	\$30,000.00	\$30,000.00	\$42,000.00	\$42,000.00
1	EA	Relocation of Meter, Control Valve, & Box	\$30,000.00	\$30,000.00	\$16,000.00	\$16,000.00	\$54,000.00	\$54,000.00	\$20,000.00	\$20,000.00	\$45,000.00	\$45,000.00
1	LS	Pump House Building	\$100,000.00	\$100,000.00	\$70,000.00	\$70,000.00	\$129,000.00	\$129,000.00	\$50,000.00	\$50,000.00	\$80,000.00	\$80,000.00
218	LF	6" PCC Curb & Transition	\$20.00	\$4,360.00	\$18.00	\$3,924.00	\$44.00	\$9,592.00	\$20.00	\$4,360.00	\$27.52	\$5,999.36
30	LF	Curb Transitions	\$84.00	\$2,520.00	\$17.50	\$525.00	\$36.00	\$1,080.00	\$30.00	\$900.00	\$100.00	\$3,000.00
1	EA	6' x 6' Chain Link Roof Enclosure	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00
1	EA	6' Wide Chain Link Gate	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$1,300.00	\$1,300.00	\$500.00	\$500.00	\$3,000.00	\$3,000.00
68	LF	6" PCC Curb, Gutter & Transition	\$84.00	\$5,712.00	\$22.00	\$1,496.00	\$30.00	\$2,040.00	\$20.00	\$1,360.00	\$73.52	\$4,999.36
245	SF	Interlocking Pavers	\$12.24	\$2,998.80	\$25.00	\$6,125.00	\$10.00	\$2,450.00	\$13.00	\$3,185.00	\$12.24	\$2,998.80
1	LS	Yard Drainage System	\$30,000.00	\$30,000.00	\$7,000.00	\$7,000.00	\$18,000.00	\$18,000.00	\$5,000.00	\$5,000.00	\$20,000.00	\$20,000.00
TOTAL BID				\$678,440.80		\$689,000.00		\$699,485.00		\$703,400.00		\$724,717.02
			vs.	<i>\$678,442.00</i>							vs.	<i>\$724,728.00</i>
Low Bid Subcontractors												



BID SUMMARY SHEET

RESERVOIR #4 BOOSTER PUMP STATION

QUANTITY	UNITS	DESCRIPTION	PCI/Myers JV		Adams/Mallory Construction		GCI Construction, Inc.		Spiess Construction Co., Inc.	
			UNIT BID	TOTAL	UNIT BID	TOTAL	UNIT BID	TOTAL	UNIT BID	TOTAL
1	LS	Clearing, Grubbing, Mobilization, Removals, General Excavation, Insurance, Bonds	\$92,000.00	\$92,000.00	\$81,141.00	\$81,141.00	\$52,000.00	\$52,000.00	\$30,000.00	\$30,000.00
235	TON	4" AC Pavement	\$80.00	\$18,800.00	\$86.00	\$20,210.00	\$200.00	\$47,000.00	\$90.00	\$21,150.00
66	SF	6" PCC Pavement	\$8.50	\$561.00	\$50.00	\$3,300.00	\$27.00	\$1,782.00	\$10.00	\$660.00
1	LS	Trench Shoring, Sheeting and Bracing	\$2,000.00	\$2,000.00	\$8,700.00	\$8,700.00	\$1,000.00	\$1,000.00	\$100.00	\$100.00
1	LS	All Electrical Work	\$175,000.00	\$175,000.00	\$173,600.00	\$173,600.00	\$212,000.00	\$212,000.00	\$245,000.00	\$245,000.00
1	LS	2 Pumps	\$88,500.00	\$88,500.00	\$47,600.00	\$47,600.00	\$148,000.00	\$148,000.00	\$165,000.00	\$165,000.00
1	LS	18" Suction Pipe Work (incl. 18" butterfly valves)	\$31,000.00	\$31,000.00	\$63,000.00	\$63,000.00	\$41,000.00	\$41,000.00	\$42,500.00	\$42,500.00
1	LS	12" discharge pipe work (incl. 12" & 16" butterfly valves)	\$47,000.00	\$47,000.00	\$75,000.00	\$75,000.00	\$56,000.00	\$56,000.00	\$72,700.00	\$72,700.00
1	LS	Testing of Pipeline and Equipment	\$1,200.00	\$1,200.00	\$12,500.00	\$12,500.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
53	LF	Variable Height Retaining Wall	\$222.00	\$11,766.00	\$170.00	\$9,010.00	\$180.00	\$9,540.00	\$175.00	\$9,275.00
427	LF	6' High Masonry Wall	\$100.00	\$42,700.00	\$140.00	\$59,780.00	\$83.00	\$35,441.00	\$125.00	\$53,375.00
1	EA	25' Wide Chain Link Gate	\$2,500.00	\$2,500.00	\$4,000.00	\$4,000.00	\$2,300.00	\$2,300.00	\$2,200.00	\$2,200.00
1	EA	12" Propeller Water Meter & Box	\$40,000.00	\$40,000.00	\$24,800.00	\$24,800.00	\$38,000.00	\$38,000.00	\$19,000.00	\$19,000.00
1	EA	Relocation of Meter, Control Valve, & Box	\$30,000.00	\$30,000.00	\$34,100.00	\$34,100.00	\$30,000.00	\$30,000.00	\$16,500.00	\$16,500.00
1	LS	Pump House Building	\$107,208.00	\$107,208.00	\$92,600.00	\$92,600.00	\$60,000.00	\$60,000.00	\$125,000.00	\$125,000.00
218	LF	6" PCC Curb & Transition	\$25.00	\$5,450.00	\$33.00	\$7,194.00	\$25.00	\$5,450.00	\$20.00	\$4,360.00
30	LF	Curb Transitions	\$40.00	\$1,200.00	\$32.00	\$960.00	\$47.00	\$1,410.00	\$30.00	\$900.00
1	EA	6' x 6' Chain Link Roof Enclosure	\$1,200.00	\$1,200.00	\$1,150.00	\$1,150.00	\$1,800.00	\$1,800.00	\$1,000.00	\$1,000.00
1	EA	6' Wide Chain Link Gate	\$2,600.00	\$2,600.00	\$1,150.00	\$1,150.00	\$1,300.00	\$1,300.00	\$600.00	\$600.00
68	LF	6" PCC Curb, Gutter & Transition	\$30.00	\$2,040.00	\$35.00	\$2,380.00	\$50.00	\$3,400.00	\$25.00	\$1,700.00
245	SF	Interlocking Pavers	\$15.00	\$3,675.00	\$13.00	\$3,185.00	\$32.00	\$7,840.00	\$10.00	\$2,450.00
1	LS	Yard Drainage System	\$41,000.00	\$41,000.00	\$23,300.00	\$23,300.00	\$40,600.00	\$40,600.00	\$15,000.00	\$15,000.00
TOTAL BID				\$747,400.00		\$748,660.00		\$798,863.00		\$831,470.00
Low Bid Subcontractors										

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Beth Groves, Interim City Manager 

PREPARED BY: David Gilbertson, Deputy City Engineer 

DATE: September 2, 2009

SUBJECT: Final Acceptance of and Additional Appropriations for the Crestview Drive Extension and Sixth Street Improvements Project

RECOMMENDATION: That the City Council accept the Crestview Drive Extension and Sixth Street Improvements Project as complete; instruct the City Clerk to file the Notice of Completion with the County Recorder's Office at her earliest convenience; and adopt **Resolution No. 2009-_____**, appropriating additional funds in the amount of \$61,538.70.

SUMMARY: The Crestview Drive Extension and Sixth Street Improvements Project consisted of street widening and rehabilitation improvements to Sixth Street and the extension of Crestview Drive adjacent to Ingalls Park. Originally, existing pavement was to be ground and replaced as an overlay. However, during the asphalt removal process it became apparent that the complete roadway required rehabilitation. Because of the modification of the project scope change orders totaling \$554,106.55 were added to the project. Contractor delay charges were incurred due to an increased construction period and utility conflicts. An additional \$61,538.70 is being requested to complete the expanded project including relocation and replacement of the existing water mainline in Crestview Drive, additional street light and flashing beacon conduit, the extensions of the proposed Master Plan improvements for Ingalls Park (sewer, storm drain, and water), and additional improvements to the frontage of the residences along the south side of Sixth Street.

BACKGROUND/ANALYSIS: On July 16, 2008, the City Council awarded the original public works contract to Hillcrest Contracting, Inc. in the amount of \$1,083,687.72 for the Crestview Drive Extension and Sixth Street Improvements Project. On November 5, 2008, the City Council approved an additional appropriation of \$384,199.08 for some of these additional costs and infrastructure improvements.

Final Acceptance and Additional Appropriation of the Crestview Drive Extension and Sixth Street Improvements

Page 2

September 2, 2009

The approved expansion of the project included various items of work relating to changes due to the complete rehabilitation of Sixth Street in lieu of grinding and overlaying the existing pavement, relocation and replacement of the existing water mainline in Crestview Drive, additional street light and flashing beacon conduit, the extensions of the proposed Master Plan improvements for Ingalls Park (sewer, storm drain, and water), additional improvements to the frontage of the residences along the south side of Sixth Street, prime contractor delay charges due to a longer construction period, and utility conflicts.

Work on the project has been completed to the satisfaction of the City Engineer and a Notice of Completion has been prepared. Staff is requesting that the City Council accept the work performed by Hillcrest Contracting, Inc. and authorize the City Clerk to record the Notice of Completion.

FINANCIAL IMPACT: A resolution has been prepared to appropriate an additional \$61,538.70 for the required extra work from the Street Fund (Fund 149) to the Crestview Drive Extension and Sixth Street Improvements Project. The estimated available fund balance in the Street Fund balance, as of July 1, 2009 is \$3,405,000.

/wt-73458

Attachments: Resolution No. 2009-____

RESOLUTION NO. 2009-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$61,538.70 FOR THE CRESTVIEW DRIVE EXTENSION AND SIXTH STREET 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, improvement of Sixth Street and Crestview Drive will benefit the City of Norco by improving traffic flow to the Norco Ridge Ranch Area and assign equestrian right-of-way in the immediate area; and

WHEREAS, additional improvements were required which increased the overall cost of the project; and

WHEREAS, funding is available through the Street Fund (Fund 149).

NOW THEREFORE, BE IT RESOLVED that the amount of \$61,538.70 shall be appropriated from the Street Fund (Fund 149) to the Crestview Drive Extension and Sixth Street Improvements Project.

PASSED AND ADOPTED by the City Council at a regular meeting held on September 2, 2009.

Mayor of the City of Norco, California

ATTEST:

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

Resolution No. 2009-____

Page 2

September 2, 2009

I, BRENDA K. JACOBS, City Clerk of the City of Norco, do hereby certify that the foregoing Resolution was adopted by the City Council of the City of Norco, California at a regular meeting thereof held on September 2, 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 September 2, 2009.

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

dgg/73459

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Beth Groves, Interim City Manager 

PREPARED BY:  Alma Robles, Senior Planner
Alexa Wyneken, Project Planner for Hogle-Ireland

DATE: September 2, 2009

SUBJECT: General Plan Amendment 2008-01 (City of Norco): Review of the City of Norco 2008 Housing Element.

RECOMMENDATION: It is recommended that the City Council adopt the following:

- (1) Approve a Negative Declaration for General Plan Amendment 2008-01, indicating that the project will not have a significant impact on the environment; and
- (2) Adopt the City of Norco 2008 Housing Element and direct that it be submitted to the California Department of Housing and Community Development

SUMMARY: At the September 24, 2008 Planning Commission meeting and November 5, 2008 City Council meeting, staff presented the draft Housing Element and received helpful input and comments which were incorporated into the document. Since that time, the draft Housing Element was submitted to HCD for the mandatory 60-day review period. Following HCD's review, revisions to the draft Housing Element were made to be in compliance with State law. Attachment B is the letter received from HCD documenting the revisions necessary to bring the Housing Element into compliance with State law. A summary of these revisions include:

- Addressing the unaccommodated RHNA from the previous planning period (1998-2005),
- The identification of a zone and the removal of constraints to accommodate emergency shelters and transitional and supporting housing,
- The addition of a program to prepare a density bonus ordinance in compliance with State law,
- Expanded discussion on second dwelling units, single-room occupancy units (SRO), land use controls, local processing and permit procedures, on/off-site improvements, and constraints on housing for persons with disabilities,

- The addition and strengthening of goals and policies to address extremely-low income households, reasonable accommodation, and potential funding sources for affordable housing,
- The addition and strengthening of policies to establish development standards appropriate for encouraging mixed-use development within Sites 1 through 7, and
- The addition and strengthening of policies that encourage and facilitate housing for lower-income households.

BACKGROUND/ANALYSIS: The Housing Element is one of the seven State mandated General Plan elements. The Housing Element is subject to detailed statutory requirements regarding its content and must be updated every five years. It is the only General Plan element subject to mandatory review by a State agency; the California Department of Housing and Community Development (HCD). The purpose of the Housing Element is to examine the housing needs of residents, create and guide housing policy in the City, and identify locations to accommodate the City's Regional Housing Need Assessment (RHNA).

Staff has completed preparation of the draft Housing Element and has incorporated all revisions necessary to be compliant with State law. Upon Planning Commission and City Council review and adoption, the adopted Housing Element will be sent to HCD for State certification.

Regional Housing Needs Assessment (RHNA)

Norco has been assigned a projected housing need of 949 units for the 2008-2014 planning period. The housing need is distributed among the following income categories:

Table 1: RHNA 2008-2014

Income Category	Number of Units
Very Low Income	236
Low Income	162
Moderate Income	177
Above Moderate Income	374
Total Units	949

In addition to accommodating the City's RHNA for the 2008-2014 planning period, State law requires local governments to zone adequate sites within the first year after adoption of the housing element to address any portion of the RHNA for which the jurisdiction did not identify or make available in the prior planning period. The Housing Element adopted in 2000 was not certified by HCD. Consequently, the City is required to plan for the current planning period (2008-2014) as well as for the previous 1998-2005 planning period. The 1998-2005 RHNA for Norco is shown in Table 2.

Table 2: RHNA 1998-2005

Income Category	Number of Units	Percentage
Very Low Income	197	18%
Low Income	132	12%
Moderate Income	230	21%
Above Moderate Income	537	49%
Total Units	1,096	100%

The combination of the two planning periods result in a final housing needs allocation of 2,045 units as shown in Table 3.

Table 3: Combined RHNA 1998-2005 and 2008-2014

Income Category	Number of Units	Percentage
Very Low Income	433	21%
Low Income	294	14%
Moderate Income	407	20%
Above Moderate Income	911	45%
Total Units	2,045	100%

After applying credits for units built or approved between 2006-2008 and the previous planning period, the City has a remaining RHNA of 1,006 units.

Table 4: Remaining RHNA

	Income Category				Total
	Very Low	Low	Moderate	Above Moderate	
Combined RHNA Total for Both Planning Periods	433	294	407	911	2,045
Units Built or Approved in Previous Planning Period	5	37	0	1,080	1,122
Units Built or Approved Between 2006-2008	9	77	0	12	98
Remaining RHNA	419	180	407	0	1,006

The number of above moderate units constructed from 1998-2008 was able to meet and exceed the housing needs allocation for the above moderate income category. The City still needs to accommodate 419 very low-income units, 180 low-income units, and 407 moderate-income units.

PROJECT DESCRIPTION: The most significant revisions to the draft Housing Element include:

1. The addition of a program to prepare a density bonus ordinance in compliance with State law,
2. The identification of a zone and the removal of constraints to potentially accommodate emergency shelters, transitional and supporting housing, and single room occupancy units (SRO), and
3. Addressing the unaccommodated RHNA from the previous planning period.

Density Bonus

Although the City does not have a codified density bonus, the City is required to grant a density bonus to an applicant that proposes a residential development which meets the requirements of the State density bonus. To comply with State law the City must adopt a density bonus ordinance. Therefore, Action 5.1.3 has been included in the Housing

Plan stating that within one year of adoption of the housing element, the City shall adopt a density bonus ordinance that is in compliance with State law.

Emergency Shelters

Emergency shelters provide short-term shelter for homeless persons. Emergency shelters must address statutory requirements pursuant to State law, requiring, among other things, the identification of at least one zone where emergency shelters are permitted without a conditional use permit (CUP) or other discretionary action.

To facilitate the development of emergency shelters, Action 2.1.3 directs the City to amend the Zoning Code to permit emergency shelters by right in the Heavy Commercial/Light Manufacturing (M-1) zone. The development standards for emergency shelters will be consistent with State law and be clearly specified in the Zoning Code.

Transitional and Supportive Housing

Transitional and supportive housing provides longer-term housing (typically six months to two years), coupled with supportive services, to individuals and families who are transitioning to permanent housing. In a supportive housing development, housing is coupled with supportive services such as job training and counseling programs. Currently, the City permits rooming and boarding houses (a CUP required for state licensed Parolee-Probationer Homes and Sober Living Homes) with less than six occupants. Rooming and boarding houses with six or more occupants are prohibited.

State law requires zoning to treat transitional and supportive housing as a proposed residential use and subject only to those restrictions that apply to other residential uses of the same type in the same zone. For example, if transitional housing is a multi-family use proposed in a multi-family zone, then zoning should treat the transitional housing the same as other multi-family uses proposed in the zone. As such, Action 2.1.2 in the Housing Plan directs the City to amend the Zoning Code to treat transitional and supportive housing as a residential use, subject only to those restrictions on residential uses contained in the same zone.

Single Room Occupancy (SRO) Units

Consistent with Section 17958.1 of the California Health and Safety Code, a single-room occupancy unit is a living unit which is rented to the same person for a period of more than 30 consecutive days at a rate at or below 30 percent of 50 percent of the monthly median income adjusted for a household size of one. Currently, the City does not have a definition for SRO units. As part of Action 2.1.6 in the Housing Plan, the Zoning Code will be amended to include a definition of SROs and to permit SROs in the Heavy Commercial/Light Manufacturing (M-1) zone.

Unaccommodated RHNA from the Previous Planning Period

In the previous draft presented to the Planning Commission and City Council, the Housing Resources Section addressed the RHNA for the 2008-2014 planning period. However, because the 2000 Housing Element did not receive certification from HCD, the housing element update must identify sites to accommodate the RHNA for the 1998-2005 planning period. Therefore, the City is required to provide opportunities for 1,006 units for both planning periods.

Seven sites were identified in the Housing Resources Section that could potentially accommodate future housing through mixed use development. The seven sites identified for potential mixed use projects are located at:

- Second Street and River Road (Site 1),
- Hamner Avenue and Fourth Street (Site 2),
- Hamner Avenue and Third Street (Site 3),
- River Road and Corydon Avenue (Site 4),
- Beacon Hill (Site 5),
- Southwest corner of Fifth Street and Horseless Carriage Drive (Site 6), and
- Parcels fronting Mountain Avenue in the Gateway Specific Plan (Site 7)

Currently, the City does not have a land use designation or zone that allows mixed use development. In order for mixed use development to be allowed, the Community Commercial land use designation will be amended to allow residential development with the Planned Development Overlay (PD). Also, the PD zone will be amended to allow mixed use development and establish a density and development standards for mixed use development. Additionally, to allow mixed use development on Sites 3 and 7, the Gateway Specific Plan will be amended to establish a new mixed use land use zone that will allow residential development with a density of 20 dwelling units per acre (du/ac) or more. Lastly, the parcel zoned A-1-20 in Site 5 will require a General Plan change to Community Commercial and a Zone change to Commercial General (CG).

Table 5 displays the potential number of units that could be constructed on each of the seven sites. To calculate the potential number of residential units that could be built on each site, Sites 1, 2, 3, 5, and 6 were applied densities of 10 du/ac. To create a mixed use residential/commercial village concept and to meet the State's requirements, Site 7 was assigned a density of 20 du/ac.

Table 5: Residential Use Capacity on Identified Sites

Site	Capacity
1	65
2	73
3	84
4	192
5	87
6	103
7	537
Total	1,141
Housing Units Remaining After Credits	1,006
Remaining RHNA	0

Identified sites have the capacity to accommodate 1,141 housing units based on the analysis of each site which took into account maximum density with lot coverage of 45%.

CONCLUSION: The Planning Commission reviewed the revised 2008 Housing Element at its meeting held on August 12, 2009 and recommended adoption to the City Council. Upon City Council adoption, staff will then submit the 2008 Housing Element to HCD for State certification.

/adr-73433

Attachments: CC Resolution 2009-__
PC Resolution 2009-14
Exhibit "A" – City of Norco 2008 Housing Element
Exhibit "B" – Review Letter from HCD dated January 16, 2009
Exhibit "C" – Initial Study
Exhibit "D" – Planning Commission Minutes dated August 12, 2009

RESOLUTION NO. 2009-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO ADOPTING THE DRAFT 2008-2014 HOUSING ELEMENT AND THAT IT BE SUBMITTED TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD) FOR CERTIFICATION. GENERAL PLAN AMENDMENT 2008-01

WHEREAS, on April 2, 2008, the Norco City Council adopted its Strategic Plan for 2008 and 2009, which included the goal to: "Develop a plan to expand the diversity of housing options in the community in an effort to comply with State regulations and obtain certification of the City's Housing Element" and "Consider applications to build affordable housing in specific commercial locations that will not adversely impact the animal-keeping lifestyle of existing residential neighborhoods"; and

WHEREAS, the City of Norco initiated a general plan amendment to amend the Housing Element of the City of Norco General Plan; and

WHEREAS, said application was duly submitted to said City's Planning Commission at a public hearing held September 24, 2008, which recommended approval to the City Council of the Draft Housing Element for submittal to HCD; and

WHEREAS, on October 2, 2008, the City of Norco Economic Development Advisory Council recommended approval of said application with modifications; and

WHEREAS, the City Council of the City of Norco at its public hearing meeting held on November 5, 2008 approved the Draft Housing Element (General Plan Amendment 2008-01) for submittal to HCD for a minimum 60-day review; and

WHEREAS, based on the review by HCD, the Draft Housing Element was not certified but returned to the City of Norco with several items needing to be addressed; and

WHEREAS, a revised Draft Housing Element reflecting comments from HCD was duly submitted to said City's Planning Commission for decision at a public hearing for which proper notice was given; and

WHEREAS, said application was scheduled for public hearing on August 12, 2009 at 7:00 P.M. within the Council Chambers at 2820 Clark Avenue, Norco, California, 92860; and

WHEREAS, based on findings of fact, the Planning Commission adopted Planning Commission Resolution No. 2009-14, recommending that the City Council adopt the draft Housing Element and that it be submitted to the California Department of HCD for certification for reasons as set forth in the Resolution; and

WHEREAS, hearing of General Plan Amendment 2008-01 was noticed and scheduled for public hearing by the City Council at its meeting of September 2, 2009 at 7 p.m. in the Council Chambers at 2820 Clark Avenue, Norco, California, 92860; and

WHEREAS, the City Council held a public hearing and received oral and written testimony pertaining to the proposed amendment to the General Plan; and

WHEREAS, the City of Norco acting as the Lead Agency, has determined that the proposed amendment to the General Plan will not have a significant effect on the environment.

NOW, THEREFORE, the City Council of the City of Norco does hereby make the following FINDINGS AND DETERMINATION:

I. FINDINGS:

A. The proposed general plan amendment to update the Housing Element is a requirement of the State.

B. The proposed general plan amendment is necessary and desirable for the development of housing opportunities in the City of Norco.

C. The City of Norco, acting as Lead Agency, has prepared an initial study to analyze the environmental impacts associated with the project, and has determined that a Negative Declaration be issued

II. DETERMINATION:

NOW, THEREFORE, the City Council of the City of Norco, California, in session assembled September 2, 2009 does hereby approve General Plan Amendment 2008-01, adopting the draft Housing Element and that it be submitted to HCD for certification.

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held on September 2, 2009.

Mayor of the City of Norco, California

ATTEST:

City Clerk
City of Norco, California

The City Clerk of the City of Norco, California, does certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the City of Norco at a regular meeting thereof held on September 2, 2009 by the following roll call vote:

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 September 2, 2009.

City Clerk
City of Norco, California

/adr-73437

RESOLUTION NO. 2009-14

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF NORCO, RECOMMENDING TO THE CITY COUNCIL OF THE AFORESAID CITY, ADOPTION OF THE DRAFT HOUSING ELEMENT AND THAT IT BE SUBMITTED TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD) FOR CERTIFICATION. GENERAL PLAN AMENDMENT 2008-01

WHEREAS, the City of Norco initiated a general plan amendment to amend the Housing Element of the City of Norco General Plan; and

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

WHEREAS, said application was scheduled for public hearing on September 24, 2008 at 7:00 P.M. within the Council Chambers at 2820 Clark Avenue, Norco, California, 92860; and

WHEREAS, said Planning Commission recommended approval to the City Council of the Draft Housing Element for submittal to HCD; and

WHEREAS, the City Council of the City of Norco at its meeting held on November 5, 2008 approved the Draft Housing Element for submittal to HCD for a minimum 60-day review; and

WHEREAS, based on the review by HCD, the draft Housing Element was not certified but returned to the City of Norco with several items needing to be addressed; and

WHEREAS, a revised Draft Housing Element reflecting comments from HCD has been duly submitted to said City's Planning Commission for decision at a public hearing for which proper notice was given; and

WHEREAS, said application was scheduled for public hearing on August 12, 2009 at 7:00 P.M. within the Council Chambers at 2820 Clark Avenue, Norco, California, 92860; and

WHEREAS, at the said time and place, the Planning Commission did hold said public hearing and did receive both oral and written testimony pertaining to said application; and

WHEREAS, the City of Norco, acting as the Lead Agency, has determined that the requested project will not have a significant effect on the environment.

NOW, THEREFORE, the Planning Commission of the City of Norco does hereby make the following FINDINGS AND DETERMINATION:

I. FINDINGS:

A. The proposed general plan amendment to update the Housing Element is a requirement of the state.

B. The proposed general plan amendment is necessary and desirable for the development of housing opportunities in the City of Norco.

C. The City of Norco, acting as Lead Agency, has prepared an initial study to analyze the environmental impacts associated with the project, and has determined that a Negative Declaration be issued.

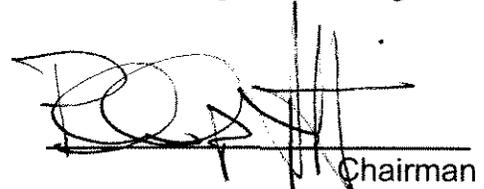
II. DETERMINATION:

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Norco, California, in regular session assembled on August 12, 2009, recommends to the City Council adoption of the draft Housing Element and that it be submitted to the California Department of Housing and Community Development (HCD) for certification.

#

Resolution No. 2009-14
Page 3
August 12, 2009

PASSED AND ADOPTED by the Planning Commission at a regular meeting held on August 12, 2009.



Chairman
Planning Commission
City of Norco, California

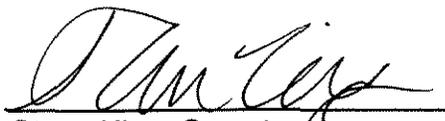
ATTEST:



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 thereof held on August 12, 2009 by the following roll call vote:

AYES: Harris, Hedges, Jaffarian, Newton and Wright
NOES: None
ABSENT: None
ABSTAIN: None



Steve King, Secretary
Planning Commission
City of Norco, California

/adr-73278

City of Norco 2008 Housing Element

Prepared for:
City of Norco
2870 Clark Avenue
Norco, CA 92860

Prepared by:
Hogle-Ireland, Inc.
2860 Michelle Drive, Suite 100
Irvine, CA 92606

August 2009

Exhibit "A"

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

1800 Third Street, Suite 430
P. O. Box 952053
Sacramento, CA 94252-2053
(916) 323-3177
FAX (916) 327-2643



January 16, 2008

Mr. Steve King
Planning Manager
City of Norco
2870 Clark Avenue
Norco, CA 92860

Dear Mr. King:

RE: Review of the City of Norco's Draft Housing Element

Thank you for submitting Norco's draft housing element received for review on September 30, 2008. The Department is required to review draft housing elements and report the findings to the locality pursuant to Government Code Section 65585(b). A telephone conversation on January 14, 2009 with you and Messrs. Derek Bingham and Roger Grody and Ms. Alexa Wyneken and Ms. Alma Robles, facilitated the review.

While the draft element addresses many statutory requirements, revisions will be necessary to comply with State housing element law (Article 10.6 of the Government Code). In particular, the element must include an analysis of identified sites to accommodate the City's regional housing need and analyze potential governmental constraints. The enclosed Appendix describes these and other revisions needed to comply with State housing element law.

If you have any questions or would like assistance, please contact Janet Myles, of our staff, at (916) 445-7412. We would be happy to provide any assistance needed to facilitate your efforts to bring the element into compliance.

Sincerely,

A handwritten signature in cursive script, appearing to read "Cathy E. Creswell".

for
Cathy E. Creswell
Deputy Director

Enclosure

cc: Alexa Wyneken, Project Manager, City of Norco
Alma Robles, Senior Planner, City of Norco
Roger Grody, Housing Analyst, City of Norco
Derek Bingham, Consultant, City of Norco

EXHIBIT "B"

**NOTICE OF INTENT TO ADOPT
A NEGATIVE DECLARATION**

TO: Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

FROM: City of Norco
2870 Clark Avenue
Norco, California 92860

 County Clerk
County of Riverside
County Administrative Center
PO Box 751
Riverside, California 92502-0751

Filing of a Notice of Intent to adopt a Negative Declaration in compliance with Section 15072 California Environmental Quality Act (CEQA).

Project Title: ADOPTION AND IMPLEMENTATION OF THE CITY OF NORCO 2008-2014 HOUSING ELEMENT

_____	<u>Steve King</u>	<u>951-270-5662</u>
State Clearinghouse Number	Lead Agency Contact Person	Telephone Number

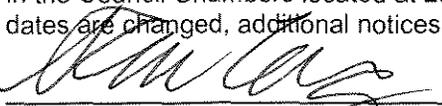
Project Location: The City of Norco is located in the County of Riverside, California.

Project Description: The project is the adoption and implementation of the City of Norco 2008-2014 Housing Element that represents an update of the City's Housing Element. The Housing Element is an integral component of the City's General Plan, as it addresses existing and future housing needs of all types for persons of all economic segment groups in the City. The City of Norco strives to ensure that all residents have decent, safe, sanitary, and affordable housing regardless of income. One of its goal is to provide housing opportunities to meet the diverse needs of the community. The Initial Study assesses the potential impacts related to the provision of adequate land to accommodate the City's RHNA of 1,006 housing units.

Potential Impacts: The Initial Study finds that the project could not have significant impacts. Therefore, a Negative Declaration has been prepared.

Public comments will be received by the City of Norco Planning Division prior to final approval of the Negative Declaration and action on the project from August 5, 2009 until September 2, 2009 7:00 p.m. Copies of all relevant materials, including the project specifications, are available to the general public for review in the Planning Division at City Hall, 2870 Clark Avenue, Norco, California 92860.

The City of Norco Planning Commission is scheduled to consider this item for recommendation on August 12, 2009. The City Council of the City of Norco is scheduled to consider this item on September 2, 2009. The Planning Commission hearing will be noticed and will be conducted at 7:00 p.m. in the Council Chambers located at 2820 Clark Avenue, Norco, California 92860. In the event the meeting dates are changed, additional notices will be posted.



Steve King, Planning Division Manager

8-5-09

Date

Exhibit "C"

- B. **Resolution No. 2009-14;** General Plan Amendment 2008-01/City of Norco Draft 2008-2014 Housing Element Update: The project is an update of the City's Housing Element which is required by State law to address existing and future housing needs for the diverse economic needs of the community and to ensure that all residents have decent, safe, sanitary, and affordable housing.
Recommendation: Recommend Approval to City Council

PM King presented the staff report on file in the Planning Division. He turned the meeting over to the Hogle-Ireland project manager, Alexa Wyneken who presented a slide show which is on file in the Planning Division. She explained the steps the City must take within the next two years, to include amending the Commercial General designation, PD overlay zone, Gateway Specific Plan, zoning code changes to allow single-room occupancy units and transitional and supportive housing, and provision of emergency shelters in order to carry out the requirements of State law. 1998-2014 had to be covered in this review because the 2000 Housing Element was not certified by the State.

Member Newton thanked staff and the consultants on their hard work and asked about emergency shelters and whether there is a minimum or maximum square footage for these structures. Ms. Wyneken said there was not, but these are typically on 1-5 acres and she saw possible sites in our M-1 zone. There are performance specifics Norco can set as far as the amount of beds, parking, length of stay, etc. These shelters are strictly for homeless persons and not for catastrophic event victims.

In reference to the Negative Declaration, Member Newton asked how over 1,000 units with today's water shortage could not be a significant impact on water use.

PM King said these housing projects would have to come individually before the Commission. At this point, we are only working on policy, not actual construction. Also, the Code will be amended and those sections will be individually reviewed and go through public hearings.

Member Newton said while there was some mention of animal-keeping in the Housing Element, he did not have a good feeling about very-low and low-income apartments substantiating Norco's animal-keeping lifestyle.

Ms. Wyneken confirmed while the State recognizes Norco's unique animal-keeping lifestyle, they will not cut Norco any slack in keeping with State law.

Member Newton asked where apartment uses over businesses fit in. Ms. Wyneken said in most zones; they have to be affordable units mixed with subsidized units.

Member Wright asked if we are putting the nail in Norco by getting this certified. He asked if the numbers will go up in the next update. Ms. Wyneken said not necessarily as the required numbers actually went down this time.

There was discussion on what happens if a Housing Element is not certified. Ms. Wyneken said a city could be sued and/or state funding could be lost. PM King added that a developer could come in and challenge the City on our zoning code and challenge us legally that we are not in compliance with California law. Staff is trying to be proactive because the potential for lawsuits, most likely from housing advocacy groups, is always possible.

Member Wright asked about the City denying individual mixed-use projects and how that would affect Norco. PM King said that denials would just make the numbers on the next update even larger.

EDD Oulman said all seven sites have problems regarding location, size, and/or access. The trend is for mixed uses but with the negative change in the economy in the past year, he does not anticipate applications flooding in for these sites.

Member Hedges asked what a single-room occupancy (SRO) is and about income requirements. Ms. Wyneken said it is a unit rented for more than 30 days to the same person, typically without a kitchen or private bath. Page 30 in the draft housing element gives the income requirements.

Member Harris asked about 2006-07 not being addressed. Ms. Wyneken said the lapse there was by the State and that is why those years were not required to be covered in the Element.

Member Harris said essentially there was nothing enforceable in this document and he did not see that this is a high priority of the State.

Ms. Wyneken said the State is linking funding with the Housing Element. She confirmed that the owners of the seven sites would still be allowed to pursue the highest and best use for their properties, but this would allow them residential uses or mixed use development whereas they don't have that choice now.

Chair Jaffarian questioned the possibility of higher mandated figures if the City doesn't meet the assigned numbers within the period covered by this update.

Ms. Wyneken said different sites could be chosen next time but all the numbers have to be obtained or shown to be reasonably tried for. The time frame to get all the amendments passed is lengthy; but with a certified Element, it would be difficult for law suits to happen during the period of obtaining the amendments.

Member Newton asked if the prisoners are counted in the low-income figures and about using the Norconian Hotel for single-room occupancy use.

Ms. Wyneken said prisoners are not included in this count as they are for the population count. She said the State does not look favorably on this type of use on public lands, which is what the Norconian is on.

PM King said that we cannot use a building that would be cost-prohibitive to refurbish, to which EDD Oulman added that the hotel is not habitable in any sense and the state owns it anyway, not the City of Norco.

The public hearing was opened.

Dave Henderson suggested two-story buildings with the second floor being used for SROs and low and mod units for now if we can't get the professional uses in. He said the Commission should deny tilt-up concrete buildings and use only designs that the City of Norco wants.

There were no more public comments and the public hearing was closed.

Member Wright asked why there was a negative declaration for the Housing Element. PM King said at this time, it was for policy only. Each project will have to be reviewed on its own merit.

Member Hedges said she was in favor of passing this now before the government asks for more.

Member Harris was very disappointed in the lack of public input on the Housing Element and questioned if staff did enough to bring attention to it.

Member Newton said he needs to support this housing element but is wary of the low-income projects looking like obvious low-rent areas that are unkept. Staff noted that the Commission could make specific rulings about not hanging clothes on patio railings and other concerns.

MOTION: M/S Hedges/Newton to approve the Negative Declaration for General Plan Amendment 2008-01, indicating that the project will not have a significant impact on the environment.

AYES: Unanimous:

MOTION CARRIED

MOTION: M/S Hedges/Harris to recommend to the City Council adoption of the City of Norco 2008 Housing Element.

AYES: Unanimous

MOTION CARRIED

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Beth Groves, Interim City Manager 

PREPARED BY:  Alma Robles, Senior Planner

DATE: September 2, 2009

SUBJECT: Modification of an Existing Moratorium on the Approval of New Plans for the Construction of Accessory Structures that Exceed 2,500 Square Feet on Residentially-Zoned Properties

RECOMMENDATION: Adopt: **Ordinance No. ___**, modifying the existing moratorium on the approval of new plans for the construction of accessory structures that exceed 2,500 square feet on residentially-zoned properties.

SUMMARY: A request for modification of the existing moratorium is being recommended on the approval of new plans for accessory structures that exceed 2,500 square feet on residentially-zoned properties. The recommendation is that the Council modifies the moratorium to exclude animal-keeping structures that exceed 2,500 square feet provided they have a dirt floor, and to exclude from the moratorium any accessory structures that currently require the approval of a conditional use permit by the Planning Commission per the Municipal Code.

BACKGROUND/ANALYSIS: On February 18, 2009, the City Council approved an urgency moratorium for a period of 45 days on accessory structures that exceed 2,500 square feet on all agricultural/residentially-zoned lots. This moratorium was then extended to February 18, 2010.

The moratorium was approved as a result of a growing proliferation of large accessory structures that block existing animal-keeping potential on lots. The purpose of the moratorium was to allow staff time to draft new regulations to preserve the animal-keeping potential of lots for the future.

Within the course of this moratorium, staff has had to deny plans for animal-keeping structures such as barns over 2,500 square feet. While the intent and purpose of the moratorium is to protect animal-keeping, the intent is not being met with the denial of buildings that will be used for animal-keeping. As such, staff is recommending that the moratorium be amended to exclude structures specifically labeled for animal-keeping (e.g., barns, covered arenas, etc.), provided they have a dirt floor.

Staff is also recommending that the moratorium exclude accessory structures in agricultural/residential zones that require the approval of a conditional use permit by the Planning Commission. Uses that require a conditional use permit include: churches and their accessory buildings, private schools and their accessory buildings, caretaker dwellings, temporary mobile homes for the elderly, etc. For those accessory buildings that require a conditional use permit the City already has discretion on the size and design of the buildings through the public hearing process. Therefore, these should also not be included in the moratorium.

Staff and the Planning Commission will continue to work out standards to regulate and control the size of all other accessory structures so that revised regulations are in place prior to the end of the moratorium.

FINANCIAL IMPACT: N/A

/adr-73430

Attachments: Ordinance No. ____

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF NORCO MODIFYING AN EXISTING MORATORIUM ON THE APPROVAL OF NEW PLANS FOR THE CONSTRUCTION OF ACCESSORY STRUCTURES THAT EXCEED 2,500 SQUARE FEET IN RESIDENTIALLY-ZONED PROPERTIES

The City Council of the City of Norco, California, does hereby ordain as follows:

SECTION 1: Purpose and findings. The City of Norco, hereinafter referred to as "Norco," does hereby adopt an ordinance amending an existing moratorium on the approval of new plans for the construction of accessory structures that exceed 2,500 square feet in residentially-zoned properties, which moratorium was ordered extended for a period of 10 months and 13 days from the ending date of the temporary moratorium that ended on April 5, 2009.

The City Council found with the original moratorium that in order to analyze and examine specific criteria and standards and impacts concerning the construction of large accessory structures in residentially-zoned properties within the City the moratorium on any such structures should be extended to February 18, 2010.

This ordinance that amends the current moratorium supersedes Ordinance 907 that extended the temporary moratorium to February 18, 2010 but maintains the same timeline.

The City Council has found that there does not exist in the Norco Municipal Code (NMC) adequate information and standards for the regulation of large accessory structures.

The City Council also found it appropriate that City staff should continue on-going efforts for possible amendments to the City's Municipal Code relating to regulations concerning the construction of large accessory structures.

The City Council now further finds that in order to continue analyzing and examining specific criteria and standards and impacts concerning the construction of large accessory structures on residentially-zoned properties within the City the current moratorium on any such structures that expires on February 18, 2010 shall be amended such that large accessory structures exceeding 2,500 square feet for animal-keeping purposes only, and that only have dirt floors, are not subject to the moratorium and shall be permitted provided that the proposed structures meet the other zoning requirements related thereto.

The City Council further finds that the current moratorium on accessory structures in residentially-zoned properties that expires on February 18, 2010 shall be further amended such that accessory structures that are already subject to a conditional

permit review process by the Planning Commission, per the Norco Municipal Code, are not subject to the moratorium.

SECTION 2: Interim prohibition/moratorium amendment on land use approvals and building permits in all residential and agricultural residential zoning districts for accessory structures that exceed 2,500 square feet and do not have dirt floors, or are not otherwise subject to approval of a conditional use permit. Based on the foregoing, the City Council further finds that the issuing of any building permit for any accessory structure that exceeds 2,500 square feet, that has other than a dirt floor, or is not otherwise subject to approval of a conditional use permit, would constitute an immediate danger and threat to the public health, peace, safety and welfare to citizens of Norco.

Based on the findings set forth herein, the facts and evidence presented in staff's report to the City Council on this matter, and the written and verbal testimony presented by City staff and members of the Norco community, no building permit or other applicable entitlement shall be issued for any accessory structure that exceeds 2,500 square feet in residentially-zoned properties that has other than a dirt floor, or is not otherwise subject to approval of a conditional permit by the Planning Commission.

SECTION 3: Immediate threat to health, safety and welfare. Based on the findings herein, this ordinance as adopted pursuant to California Government Code Section 65858 to address a current and immediate threat to the public health, safety and welfare is hereby amended. This City Council has determined that, without further appropriate study by City staff relating to the conditions under which large accessory structures will be regulated within the City's residential and agricultural/residential zones, issuing building permits and any other applicable entitlement for accessory structures larger than 2,500 square feet that have other than dirt floors, and do not otherwise require approval of a conditional use permit, could subject the City and its citizens to the adverse effects, and thus result in a threat to the public health, safety and welfare.

SECTION 4: Effective Period. In accordance with California Government Code Section 65858, this ordinance shall be in full force and effect for a period of 10 months and 13 days from the ending date of the original temporary moratorium, or April 5, 2009.

SECTION 5: Written Report. Pursuant to Section 65858 of the California Government Code, a written report has been issued describing the measures thus far taken to alleviate the conditions which led to the adoption of a moratorium ordinance, and amendment thereto.

SECTION 6: Conflicting Laws. For the term of this ordinance, as set forth in Section 4 above, the provisions of this ordinance shall govern. To the extent that there is any conflict between the provisions of this ordinance and the provisions of the

City's Municipal Code, or any ordinance, resolution or policy of the City, all such conflicting provisions shall be suspended.

SECTION 7: Conflicting Laws. Pursuant to CEQA Guidelines (California Code of Regulations, §§ 15000 *et seq.*) Section 15061, this City Council finds that it can be seen with certainty that there is no possibility that the adoption and implementation of this ordinance will have a significant effect on the environment as defined by the California Environmental Quality Act ("CEQA") (Public Resources Code § 21000 *et seq.*) and the City's Guidelines for Implementation of CEQA and the project is therefore exempt. CEQA applies only to projects which have the potential for causing a significant effect on the environment. The adoption of this ordinance will maintain existing environmental conditions and have no effect on the environment because the effect will be to prohibit the approval of accessory structures that exceed 2,500 square feet in residentially-zoned properties that do not have dirt floors, or do not otherwise require approval of a conditional use permit by the Planning Commission, for the limited period of 10 months and 13 days from the ending date of the original temporary moratorium, or April 5, 2009.

SECTION 8: Severability. In any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part hereof, is for any reason held to be unlawful, such decision shall not affect the validity of the remaining portions of this ordinance or any part hereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unlawful.

SECTION 9: Adoption. This ordinance shall be adopted by no less than a four-fifths vote of the City Council pursuant to Government Code Section 65858.

SECTION 10: Publication and Posting. The Mayor shall sign this ordinance and the City Clerk shall certify to the adoption of this ordinance and shall cause it, or a summary of it, to be published once in the newspaper of general circulation within the City.

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held on September 2, 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, 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 September 2, 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 September 2, 2009.

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

/sk-73442