



AGENDA
CITY OF NORCO
CITY COUNCIL/COMMUNITY REDEVELOPMENT AGENCY
REGULAR MEETING
CITY COUNCIL CHAMBERS – 2820 CLARK AVENUE
JANUARY 20, 2010

CALL TO ORDER: 6:00 p.m.

ROLL CALL: Mayor Malcolm G. Miller, M.D.
Mayor Pro Tem Berwin Hanna
Council Member Kathy Azevedo
Council Member Kevin Bash
Council Member Harvey C. Sullivan

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

Section 54956.8 – Conference with Real Property Negotiator

Street Address or Parcel Numbers: APN's 123-080-028; 123-260-003, -004, -006, -010; 123-250-007, -006, -005; 123-320-001; 123-330-011, -001, -036

Negotiating Parties: Norco Redevelopment Agency and EnviroFinance Group

Points Under Negotiation: Price and Terms of Payment

RECONVENE PUBLIC SESSION: 7:00 p.m.

PLEDGE OF ALLEGIANCE: Mayor Miller

INVOCATION: Pastor Vernie Fletcher
Grace Fellowship Church

PROCLAMATION: Chett Floyd
Eagle Scout Project in the City of Norco --- Completed an intersection inventory, rating each and every 4-way stop sign in the City.

REGULAR COMMUNITY REDEVELOPMENT AGENCY (CRA) AGENDA AS FOLLOWS:

1. **CRA CONSENT CALENDAR ITEMS:** *(All items listed under the Consent Calendar are considered to be routine and may be enacted by one motion. Prior to the motion to consider any action by the Agency, any public comments on any of the Consent Items will be heard. There will be no separate action unless Members of the Agency Board request specific items be removed from the Consent Calendar)*

- A. **CRA Minutes:**

- Special Meeting of December 14, 2009

- Regular Meeting of December 16, 2009

- Special Meeting of January 13, 2010

- Recommended Action: Approve the CRA Minutes** (City Clerk)

2. **CRA PUBLIC HEARING:**

- A. Approval of an Owner Participation Agreement, by and between the Norco Redevelopment Agency and Dr. Jennifer M. Wells & Roland F. Schmitz as part of the Norco Façade Improvement Program, at 911 Sixth Street

Dr. Jennifer M. Wells & Roland Schmitz ("Participant"), the owners of the building located at 911 Sixth Street, have submitted a request to participate in the Façade Improvement Program. The proposed Owner Participation Agreement ("OPA") will fund the project for an amount not-to-exceed \$60,000 and will be used for the comprehensive Western themed renovation of the property, including new facades and approved signage, parking and landscaping. The Façade Improvement Program ("Program") helps the Agency meet strategic objectives and promotes Norco's signature theme of "Horsetown USA."

Recommended Action: Adopt CRA Resolution No. 2010-___, approving an Owner Participation Agreement by and between the Norco Redevelopment Agency and Dr. Jennifer M. Wells & Roland F. Schmitz for a building located at 911 Sixth Street. (Director of Economic Development)

3. JOINT CRA/CITY COUNCIL CALENDAR ITEMS:

CONSENT ITEMS:

- A. Required Disclosure of Real Property Ownership. **Recommended Action: Receive and File** (City Clerk)
- B. Approval of a Reimbursement Agreement by and between the City of Norco, the Norco Redevelopment Agency and Belstarr Sports Management, LLC. **Recommended Action: Adopt Resolution No. 2010-__ and CRA Resolution No. 2010-__, approving a Reimbursement Agreement for demolition of various structures, clearing and grubbing of the Silverlakes property.** (Director of Public Works)

ACTION ITEM:

- C. Exclusive Negotiating Agreement by and among the City of Norco, the Norco Redevelopment Agency and EnviroFinance Group

The owner of the Wyle property, EnviroFinance Group, is interested in discussing a sale of the property to the Norco Redevelopment Agency or the City. They also expressed concerns regarding the proposed Zone Change on the property. They have proposed entering into an Exclusive Negotiating Agreement with the City of Norco / Norco Redevelopment Agency ("City/Agency") for a 90 day period. During that time, EnviroFinance Group will not market nor attempt to sell the property to any other party, in exchange for the City Council delaying action on the second reading of the zoning ordinance for that period.

Recommended Action: Approve the Exclusive Negotiating Agreement. (City Attorney)

ADJOURNMENT OF CRA:

REGULAR CITY COUNCIL AGENDA AS FOLLOWS:

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. 7 of the Agenda)*

- A. City Council Minutes:
Special Meeting of December 14, 2009
Regular Meeting of December 16, 2009
Special Meeting of January 13, 2010
Recommended Action: Approve the City Council Minutes (City Clerk)
- B. Planning Commission Action Minutes, Regular Meeting of January 13, 2010. **Recommended Action: Receive and File** (Planning Manager)
- C. Procedural Step to Approve Ordinance after Reading of Title Only.
Recommended Action: Approval (City Clerk)
- D. Report on Fiscal Year 2009 Audited Financial Reports. **Recommended Action: Receive and File the Fiscal Year 2009 Audited Financial Reports.** (Deputy City Manager/Director of Finance)
- E. Approval of the Quarterly Investment Report for Quarter Ended December 31, 2009. **Recommended Action: Receive and File the Fiscal Year 2009 Audited Financial Reports.** (Deputy City Manager/Director of Finance)
- F. Appointment to the Historic Preservation Commission. **Recommended Action: That the City Council appoint Terri Jacquemain, M.A. to serve on the Historic Preservation Commission.** (City Clerk)
- G. Approval of Amendment No. 2 to the Existing Contract with So Cal Sandbags for Clearing of the Silverlakes Property. **Recommended Action: Approve Amendment No. 2 to the existing contract with So Cal Sandbags and authorize the mayor to execute said Agreement.** (Director of Public Works)
- H. Request for Proposal (RFP) for Management of the George Ingalls Equestrian Event Center. **Recommended Action: Approve the Request for Proposal for the George Ingalls Equestrian Event Center.** (Director of Parks, Recreation & Community Services)
- I. **Ordinance No. 915, Second Reading.** Zone Code Amendment 2009-01 (City of Norco); A Proposal to Establish a New Zone with Corresponding Development Standards Entitled "Preservation and Development" zone.
Recommended Action: Adopt Ordinance No. 915. (City Clerk)
- J. **Ordinance No. 916, Second Reading.** Zone Change 2009-01 (City of Norco); A Proposal to Change Existing Zoning on Property Corresponding to the Former Wyle Laboratories Property from "General Manufacturing" and "Hillside" to "Preservation and Development."
Recommended Action: Adopt Ordinance No. 916 (City Clerk)

- K. **Ordinance No. 917, Second Reading.** Zone Change 2009-02 (City of Norco); A Proposal to Change Existing Zoning on Property Corresponding to the Former Norconian Resort Around Lake Norconian from "Open Space" and "Limited Development" to "Preservation and Development."
Recommended Action: Adopt Ordinance No. 917 (City Clerk)

5. CITY COUNCIL PUBLIC HEARING:

- A. City-Initiated Proposal to Amend Title 6, Chapter 6.42 of the Norco Municipal Code Applying the Ten Percent (10%) Waste Hauler Franchise Fee to Service Providers Other Than the City's Exclusive Franchisee for Refuse Collection, Recycling and Disposal

The existing Code Section pertaining to licensing fees is silent on the application of the ten percent (10%) franchise fee for the City's exclusive franchisee for refuse collection, recycling and disposal, as well as for independent waste haulers lawfully contracted by other governmental entities, such as the California Department of Corrections, Riverside Community College District or Corona-Norco Unified School District. The proposed ordinance amending this chapter of the Municipal Code will clarify and formally codify the application of this franchise fee.

Recommended Action: Adopt Ordinance No. ___ for first reading.
(Deputy City Manager/Director of Finance)

6. CITY COUNCIL ITEMS FOR ACTION:

- A. Approval of the Organizational Strategy for the Norconian Preservation Strategic Plan

The Norco Historic Preservation Commission has reviewed a draft organizational strategy for development of a Strategic Plan for the preservation of the former Norconian Club Hotel site. The draft document is being presented for City Council approval along with a recommendation to appoint two City Council Members.

Recommended Action: 1. Approve the organizational strategy for the Norconian Preservation Strategic Plan; and 2. Appoint two Members of the Norco City Council to serve on the Norconian Strategic Plan Committee. (Director of Economic Development)

B. Update on the Discussions Regarding the Norco Valley Fair

At its December 16, 2009 meeting, the City Council directed the City Manager to meet with representatives of the Norco Chamber of Commerce to determine whether or not the Chamber is planning to sponsor a 2010 Norco Valley Fair. This report contains a report on that meeting with the Chamber representatives.

Recommended Action: Staff is requesting City Council direction.
(City Manager)

7. ITEMS PULLED FROM CITY COUNCIL CONSENT CALENDAR:
8. 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.
9. OTHER MATTERS – REPORTS/COMMENTS FROM COUNCIL OR STAFF:
10. ADJOURNMENT:

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-74283



**MINUTES
CITY OF NORCO
SPECIAL MEETING
STUDY SESSION
CITY COUNCIL/COMMUNITY REDEVELOPMENT AGENCY
CITY COUNCIL CHAMBERS – 2820 CLARK AVENUE
DECEMBER 14, 2009**

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1. CALL TO ORDER: Mayor Miller called the meeting to order at 12:38 p.m.

 2. ROLL CALL:
Mayor Malcolm Miller, **Present**
Mayor Pro Tem Berwin Hanna, **Present**
Council Member Kathy Azevedo, **Present**
Council Member Kevin Bash, **Present**
Council Member Harvey C. Sullivan, **Present**

Staff Present: Groves, Jacobs, Okoro, Oulman, Petree and Thompson

City Attorney Harper – **Present**

 3. THE CITY COUNCIL/NORCO REDEVELOPMENT AGENCY BOARD RECESSED TO CLOSED SESSION (SECTION 54954) TO CONSIDER MATTERS:

Section 54956.8 – Conference with Real Property Negotiator

Street Address or Parcel Numbers: APN's 123-080-028; 123-260-003, -004, -006, -010; 123-250-007, -006, -005; 123-320-001; 123-330-011, -001, -036

Negotiating Parties: Norco Redevelopment Agency and Michael McMullen, EnviroFinance Group

Points Under Negotiation: Price and Terms of Payment

Street Address or Parcel Number: APNs 152-060-004-0; 152-060-011-6; 152-070-001-8; 152-070-002-9; & 152-070-011-7

Negotiating Parties: Norco Redevelopment Agency, Kosmont Companies and Belstarr Sports Management, LLC

Points Under Negotiation: Price and Terms of Payment

 4. RECONVENE PUBLIC SESSION: With no Closed Session Items to report, Mayor Miller reconvened the meeting at 2:11 p.m.

 5. PUBLIC COMMENTS OR QUESTIONS: No Public Comments

6. CITY COUNCIL STUDY SESSION ITEMS:

- A. Overview from the City Manager
- B. Norconian Strategic Plan

Mr. Bill Wilkman, City of Norco Cultural Resources Consultant, presented the *draft* Norconian Preservation Strategic Plan through a PowerPoint presentation. The Norconian is Norco's most important historical resource and it is imperative that the City take a proactive approach to assure its preservation and future viability. A strategic plan will address documentation, listing and preservation; compatibility of future uses; and on-going communications. It is important to note that a strategic plan will position the City for securing grant money and will give the City a strategic advantage in working with legislators and administrators.

It is proposed that the Strategic Plan Committee develop a rough draft plan. The final draft will be reviewed by the Planning Commission, Historic Preservation Commission and finally adopted by the City Council.

The City Council Members positively commented on the proposed strategic plan and thanked Mr. Wilkman for the great job he did in preparing this document and presentation.

Council Member Azevedo requested that an alternate be in place on the Committee from each Commission represented.

- C. Discussion of Management Options for George Ingalls Equestrian and Event Center

Director Petree stated that there are two options to review regarding the future management of the George Ingalls Equestrian Event Center. Option 1 is to develop an RFP to seek private management of the facility. Option 2 is to expand upon the internal operation of the facility to reach full cost recovery which will reduce service hours for Group 2 users.

Based on the current economic situation of the City, the City can no longer subsidize this facility with its future expansion goals. The City would need to develop a business model to recover its costs. The costs to operate the existing facility are approximately \$407,000. The costs associated with the Arena 2 future expansion are approximately \$405,000.

Following information provided on the two options, Director Petree recommended that the Council consider the concession of the facility and take into account traditional users, lease agreements with modified user dates along with City events and programs. He stated that if the City were to concession this facility, the associated reduction to the General Fund would be preliminarily estimated at \$275,000. He further noted that to operate the expanded facility internally, a new potential burden to the existing General Fund will increase approximately \$400,000 based on long-term liability associated with benefits and retirement, as well as maintenance and operation costs.

Council Member Azevedo stated that she is in full support of the RFP process and that an aggressive concessionaire could begin marketing the facility.

Council Member Sullivan stated that he supports hiring a professional group to operate the large arena but is not in favor of turning over the control of both arenas to a concessionaire.

Council Member Bash stated that he is in favor of the RFP and wants to make sure that the local users can use it.

Mayor Pro Tem Hanna stated he would like the City to work out a trade with the concessionaire in order to guarantee that locals would have access. He further noted that he would like to see more "big events" held at Ingalls.

Mayor Miller stated that he supports Option 1, making sure that the needs of the City are still met.

Pat Overstreet. Ms. Overstreet suggested that signs be placed on both sides of the freeway advertising Ingalls Equestrian and Event Center.

7. ADJOURNMENT:

M/S Bash/Hanna and unanimously approved to adjourn the meeting at 3:31 p.m.

/bj-73909



MINUTES
CITY OF NORCO
CITY COUNCIL/COMMUNITY REDEVELOPMENT AGENCY
REGULAR MEETING
CITY COUNCIL CHAMBERS – 2820 CLARK AVENUE
DECEMBER 16, 2009

CALL TO ORDER: 6:01 p.m.

ROLL CALL: Mayor Malcolm Miller, **Present**
Mayor Pro Tem Berwin Hanna, **Present**
Council Member Kathy Azevedo, **Present**
Council Member Kevin Bash, **Present**
Council Member Harvey C. Sullivan, **Present**

Staff Present: Cooper, Frye, Groves, Jacobs, King, Okoro, Oulman, Petree and Thompson

Deputy City Attorney Burns – **Present**

M/S Azevedo/Bash to add the following item to the agenda as the need to take immediate action on it arose subsequent to the agenda being posted:

Closed Session:

Street Address or Parcel Number: APNs 152-060-004-0; 152-060-011-6; 152-070-001-8; 152-070-002-9; & 152-070-011-7

Negotiating Parties: Norco Redevelopment Agency, Kosmont Companies and Belstarr Sports Management, LLC

Points Under Negotiation: Price and Terms of Payment

The motion was carried by the following roll call vote:

AYES: AZEVEDO, BASH, HANNA, MILLER, SULLIVAN
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

M/S Bash/Hanna to add the following item to the agenda as the need to take immediate action on it arose subsequent to the agenda being posted:

City Council Consent Calendar – Item No. 4.K.:

Resolution Authorizing Submittal of an Application to the California Energy Commission's Energy Efficiency Conservation Block Grant (EECBG) Program Providing \$153,259 for Energy Efficiency Improvements. **Recommended Action: Adopt Resolution No. 2009-___.** (Director of Parks, Recreation & Community Services)

The motion was carried by the following roll call vote:

AYES: AZEVEDO, BASH, HANNA, MILLER, SULLIVAN
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

THE CITY COUNCIL/NORCO REDEVELOPMENT AGENCY BOARD RECESSED TO CLOSED SESSION (SECTION 54954) TO CONSIDER MATTERS:

Section 54956.8 – Conference with Real Property Negotiator

Street Address or Parcel Number: APNs 152-060-004-0; 152-060-011-6; 152-070-001-8; 152-070-002-9; & 152-070-011-7

Negotiating Parties: Norco Redevelopment Agency, Kosmont Companies and Belstarr Sports Management, LLC

Points Under Negotiation: Price and Terms of Payment

Street Address or Parcel Numbers: APN's 123-080-028; 123-260-003, -004, -006, -010; 123-250-007, -006, -005; 123-320-001; 123-330-011, -001, -036

Negotiating Parties: Norco Redevelopment Agency and Michael McMullen, EnviroFinance Group

Points Under Negotiation: Price and Terms of Payment

RECONVENE PUBLIC SESSION: With nothing to report from Closed Session, Mayor Miller reconvened the meeting at 7:15 p.m.

PLEDGE OF ALLEGIANCE: Council Member Bash

INVOCATION: Pastor Vernie Fletcher
Grace Fellowship Church
Council Member Sullivan gave the invocation as Pastor Fletcher was not able to be present

INTRODUCTION: Mayor Miller introduced Fire Chief Dave Carlson.

PRESENTATIONS:

Tournament of Roses Parade Entries:
Molly Jenks
Nicki McGinnis

Each of the individuals commented on their entry in the Parade.

On behalf of Western Riverside County
Regional Conservation Authority:
Frank Hall

One additional award was presented to Frank Hall from the Riverside County Transportation Commission.

Mayor Miller commented on the blood drive for Frank Hall and Gerry Sassin to be held on December 22 at City Hall and asked that the community participate.

Waste Management Update:
Julie Reyes, Manager of Community Relations

Ms. Reyes spoke in response to community concerns regarding the pick up of manure bins. She clarified that there was a misunderstanding regarding the natural gas trucks from Waste Management and their ability to pick up manure. Ms. Reyes assured the Council that Waste Management will make sure that the community will be serviced and that the manure will be picked up. She commented briefly on the natural gas fleet of trucks that have serviced Norco for over 3 years and added that they are a significant benefit to community as they are quieter, reduce greenhouse gas emissions, and produce 90 % less carbon dioxide than diesel trucks.

Ms. Reyes stated that Waste Management is proud of the City and its manure diversion program. She stated that through October of this year, the City recycled 17,000 tons of manure, with a 65% diversion rate. Ms. Reyes added that in order to improve communication, Waste Management will be developing a manure collection fact sheet which will be mailed by City staff in the next 60 days to current customers.

Council Member Azevedo requested that the day could be changed for replacement of carts that break. Ms. Reyes responded that this is being looked at by Waste Management and will be brought back as a proposal to City staff.

Mayor Miller asked what the cost differential is between the two trucks. Ms. Reyes responded that there is a cost of approximately \$300,000 per natural gas truck.

City Manager Groves noted that the issue is that when these incidents happen, the City needs a backup plan in order to respond to customers.

REGULAR COMMUNITY REDEVELOPMENT AGENCY (CRA) AGENDA AS FOLLOWS:

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

AYES: AZEVEDO, BASH, HANNA, MILLER, SULLIVAN
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

1. CRA CONSENT CALENDAR ITEMS:

- A. CRA Minutes:
Special Meeting of November 30, 2009
Regular Meeting of December 2, 2009.
Recommended Action: Approve the CRA Minutes (City Clerk)

2. JOINT CRA/CITY COUNCIL CONTINUED PUBLIC HEARING:

- A. Development of 122 Acres of Property Known as the Silverlakes Equestrian and Sports Park:
- a. Norco Silverlakes Ground Lease between the City of Norco and the Norco Redevelopment Agency.
 - b. Norco Silverlakes Ground Sub-Lease between the City of Norco and Belstarr Sports Management, LLC.
 - c. Shared Use Agreement between the City of Norco and Belstarr Sports Management, LLC.
 - d. Report of the Norco Redevelopment Agency concerning the disposition of the Redevelopment Agency property pursuant to California Health & Safety Code Section 33433.
 - e. Report of the Norco Redevelopment Agency concerning disposition of Redevelopment Agency property pursuant to California Health & Safety Code Section 33679.
 - f. Amendment to Conditional Use Permit No. 2008-09.
 - g. Review of Draft Development Agreement among the City of Norco, Norco Redevelopment Agency and Belstarr Sports Management, LLC.
 - h. Resolution to Adopt Finding that the Silverlakes Sports and Equestrian Park project is consistent with the Deed Restriction on the 122-acre Silverlakes property.

Recommended Action: Continue the Joint Public Hearing to January 20, 2010 as the required documents for approval are still in the review process. (City Manager)

City Manager Groves stated that the completion of the document preparation will not be completed in time for the January 20, 2010 Council Meeting. Therefore, she recommended continuing the Joint Public Hearing to February 3, 2010.

M/S Bash/Hanna to continued the Joint Public Hearing to February 3, 2010. The motion was carried by the following roll call vote:

AYES: AZEVEDO, BASH, HANNA, MILLER, SULLIVAN
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

3. OTHER CRA MATTERS: No Other CRA Matters

ADJOURNMENT OF CRA:

REGULAR CITY COUNCIL AGENDA AS FOLLOWS:

Mayor Miller pulled Item No. 4.E. for discussion.

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

AYES: AZEVEDO, BASH, HANNA, MILLER, SULLIVAN
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

4. CITY COUNCIL CONSENT CALENDAR ITEMS:

A. City Council Minutes:

Special Meeting of November 30, 2009

Regular Meeting of December 2, 2009.

Recommended Action: Approve the City Council Minutes (City Clerk)

B. Planning Commission Action Minutes, Regular Meeting of December 9, 2009. **Recommended Action: Receive and File (Planning Manager)**

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

- D. Authorization for the Destruction of Certain City Records. **Recommended Action: Adopt Resolution No. 2009-86, authorizing the destruction of those certain City records.** (City Clerk)
- E. Appointments to Standing Committees and Other Governmental Agencies. **Recommended Action: Approve the Mayor-recommended appointments to the various standing committees and other governmental agencies for the 2010 calendar year.** (City Clerk)
PULLED FOR DISCUSSION
- F. **Ordinance No. 914, Second Reading.** City-Initiated Proposal to Add Chapter 9.81 Entitled "Sale of Drug Paraphernalia" to the Norco Municipal Code to Protect and Promote the Health, Safety and General Welfare of the Youth and Other Residents of the City of Norco. **Recommended Action: Adopt Ordinance No. 914.** (City Clerk)
- G. Resolution Approving the Extension of the Memorandum of Understanding between the City of Norco and the Norco Battalion Chiefs Association through June 30, 2010. **Recommended Action: Adopt Resolution No. 2009-87.** (Deputy City Manager/Director of Finance)
- H. Authorization to Enter Into a Five-Year Lease Agreement with Konica/Minolta for Eight Digital Multi-Function Devices. **Recommended Action: Authorize staff to enter into a five-year Lease Agreement with Konica/Minolta for two – Model C652, four – Model C360 and two – Model C200 digital multi-function devices.** (Deputy City Manager/Director of Finance)
- I. Acceptance of the Street Improvements Project at River Road and Second Street, as Complete. **Recommended Action: That the City Council accepts the Street Improvements Project at River Road and Second Street as complete and to file the Notice of Completion with the County Recorder's Office.** (Director of Public Works)
- J. Appropriation of Funds for the Renovation of Well No. 12. **Recommended Action: Adopt Resolution No. 2009-88, appropriating funds for the repair and rehabilitation of Well No. 12 in an amount not-to-exceed \$75,000.** (Director of Public Works)
- K. Resolution Authorizing Submittal of an Application to the California Energy Commission's Energy Efficiency Conservation Block Grant (EECBG) Program Providing \$153,259 for Energy Efficiency Improvements. **Recommended Action: Adopt Resolution No. 2009-89.** (Director of Parks, Recreation & Community Services)

5. CITY COUNCIL PUBLIC HEARING:

- A. General Plan Amendment 2009-01A-C, Zone Code Amendment 2009-01, Zone Change 2009-01, and Zone Change 2009-02; City-Initiated Proposals to Add a New Land Use Designation Entitled Preservation and Development to the General Plan and to Change the Land Use Designations and Zoning on Two Non-Contiguous Groupings of Properties

A series of General Plan Amendments, a Zone Code Amendment, and Zone Changes that are being proposed to establish a new Preservation and Development (PAD) zone for those areas of the City where development has been limited due to facilities that existed when the City incorporated and for which operations continued after incorporation. These areas have significant and identifiable resources whether historical, natural, open space or other type of resource important to the City's history and lifestyle, and are worth preserving. Currently, there is no zoning that is conducive to development that preserves these resources once the properties come into private ownership and/or become available for other uses. Since the number, type, and level of significance of these resources is still largely unknown, the City is unable to establish any detailed zoning regulations. The proposed Preservation and Development (PAD) zone would minimally require the preparation of a specific plan prior to any development and it would be through that plan that resources could be identified and protected.

Recommended Action: Individually Adopt:

1.) Resolution No. 2009-___, General Plan Amendment 2009-01A (City of Norco); A proposal to amend the Land Use Element of the General Plan by adding a new land use category to be titled "Preservation and Development."

2.) Resolution No. 2009-___, General Plan Amendment 2009-01B (City of Norco); A proposal to amend the Land Use categories on property corresponding to the former Wyle Laboratories property (APN's 123-080-028; 123-260-003, -004, -006, -010; 123-250-007, -006, -005; 123-320-001; 123-330-011, -001, -036) from "Industrial-Special Research" and "Hillside" to "Preservation and Development."

3.) Resolution No. 2009-___, General Plan Amendment 2009-01C (City of Norco); A proposal to amend the Land Use categories on property corresponding to the former Norconian Resort around Lake Norconian (APNs 129-190-003, -002; 129-200-008; -007, -005; 129-210-006, -005, -004) from "Institutional and Public Lands" to "Preservation and Development."

4.) Ordinance No.-___, First Reading: Zone Code Amendment 2009-01 (City of Norco); A proposal to establish a new zone with corresponding development standards entitled "Preservation and Development" zone.

5.) Ordinance No. ___, First Reading: Zone Change 2009-01 (City of Norco); A proposal to change existing zoning on property corresponding to former Wyle Laboratories property (APNs listed above) from "General Manufacturing" and "Hillside" to "Preservation and Development."

6.) Ordinance No. ___, First Reading: Zone Change 2009-02 (City of Norco); A proposal to change existing zoning on property corresponding to the former Norconian Resort around Lake Norconian (APNs listed above) from "Open Space" and "Limited Development" to "Preservation and Development."
(Planning Manager)

Mayor Miller OPENED the public hearing, indicating that proper notification had been made and asking for the appearance of those wishing to speak.

Planning Manager King presented the Council Item as stated in the summary on the agenda and from the PowerPoint presentation.

Letter for the Record received from CACERF Norco LLC, current owners of the former Wyle Labs property. Provided comments in opposition on the proposed General Plan Amendment, Zone Code Amendment and Zone Change to the Former Wyle Labs Property and asked that these items be continued.

James Camp. Mr. Camp spoke representing CACERF Norco LLC and was just hired today. He noted the history regarding the property. His client is asking for more time, as they were not included in any of the previous discussions regarding the Wyle property. He stated that approval of this zone change would significantly impact his clients. Mr. Camp stated that his clients do not have any immediate plans for the property, as they have only owned it for 1 ½ weeks.

Mayor Pro Tem Hanna asked if the proposed resolutions will protect any unnecessary grading from taking place. Planning Manager King stated that yes, it would prohibit any grading unless required for immediate public safety.

Council Member Azevedo stated that she thinks that the zone changes benefit Mr. Camp's client and that the Industrial Zone is limiting and the new zone change provides endless opportunity. She further noted that she is thrilled to work with them and added that this could be a win-win for both sides. **Mr. Camp** took exception with this as it removes residential and industrial as opportunities for his client. He stated that he believes it can be cleaned up for residential and there will be a lot of open space left.

Council Member Sullivan stated that the zone change will benefit the company. He further noted that he personally would like to see the property stay as is and following conversations with the community, agrees that this zone change is in the City's best interest. **Mr. Camp** again asked for consideration to continue this zone change.

Don Bowker. Mr. Bowker spoke in support of the stated recommendations.

Linda Dixon. Ms. Dixon spoke in support of the stated recommendations.

Su Bacon. Ms. Bacon spoke in support of the stated recommendations.

Greg Newton. Mr. Newton spoke in support of the stated recommendations. He then asked Deputy City Attorney Burns to comment on the legality regarding the comments from Mr. Camp.

Deputy City Attorney Burns stated that this action is not a taking and that there is economic use on the property. He further noted that the Council will take the appropriate action.

Norva Williams. Ms. Williams stated that the owners could sell the land to the City for \$1.

Mayor Miller confirmed the comment in the received letter stating that "CACERF Norco LLC does not presently have any development plans for the property and is willing to commit not to submit any development applications to the City during the time that discussions are occurring."

Dave Henderson. Mr. Henderson spoke in support of the stated recommendations.

Mr. Camp stated this has nothing to do with economics, but on zoning. He further stated that this would cause impairment to the value and will be a partial taking.

Mayor Miller CLOSED the public hearing.

City Council discussion followed in support of discussions with the property owners regarding the City buying the property.

Mayor Miller inquired about any impacts on postponing this zone change. In response, City Manager Groves stated that the existing zoning would stay in fact.

Deputy City Attorney Burns again confirmed that the letter received from CACERF Norco LLC stated that they will not submit any development proposals. He further stated that the City might think of implementing a moratorium if there are concerns.

M/S Sullivan/Bash to adopt Resolution No. 2009-90, General Plan Amendment 2009-01A (City of Norco); A proposal to amend the Land Use Element of the General Plan by adding a new land use category to be titled "Preservation and Development." The motion was carried by the following roll call vote:

**AYES: AZEVEDO, BASH, HANNA, MILLER, SULLIVAN
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE**

M/S Sullivan/Bash to adopt Resolution No. 2009-91, General Plan Amendment 2009-01B (City of Norco); A proposal to amend the Land Use categories on property corresponding to the former Wyle Laboratories property (APN's 123-080-028; 123-260-003, -004, -006, -010; 123-250-007, -006, -005; 123-320-001; 123-330-011, -001, -036) from "Industrial-Special Research" and "Hillside" to "Preservation and Development." The motion was carried by the following roll call vote:

**AYES: AZEVEDO, BASH, HANNA, MILLER, SULLIVAN
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE**

M/S Bash/Hanna to adopt Resolution No. 2009-92, General Plan Amendment 2009-01C (City of Norco); A proposal to amend the Land Use categories on property corresponding to the former Norconian Resort around Lake Norconian (APNs 129-190-003, -002; 129-200-008; -007, -005; 129-210-006, -005, -004) from "Institutional and Public Lands" to "Preservation and Development." The motion was carried by the following roll call vote:

**AYES: AZEVEDO, BASH, HANNA, MILLER, SULLIVAN
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE**

M/S Bash/Azevedo to adopt Ordinance No. 915, First Reading: Zone Code Amendment 2009-01 (City of Norco); A proposal to establish a new zone with corresponding development standards entitled "Preservation and Development" zone. The motion was carried by the following roll call vote:

**AYES: AZEVEDO, BASH, HANNA, MILLER, SULLIVAN
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE**

M/S Hanna/Bash to adopt Ordinance No. 916, First Reading: Zone Change 2009-01 (City of Norco); A proposal to change existing zoning on property corresponding to former Wyle Laboratories property (APNs listed above) from "General Manufacturing" and "Hillside" to "Preservation and Development." The motion was carried by the following roll call vote:

**AYES: AZEVEDO, BASH, HANNA, MILLER, SULLIVAN
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE**

M/S Azevedo/Bash to adopt Ordinance No. 917, First Reading: Zone Change 2009-02 (City of Norco); A proposal to change existing zoning on property corresponding to the former Norconian Resort around Lake Norconian (APNs listed above) from "Open Space" and "Limited Development" to "Preservation and Development." The motion was carried by the following roll call vote:

**AYES: AZEVEDO, BASH, HANNA, MILLER, SULLIVAN
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE**

6. ITEM PULLED FROM CITY COUNCIL CONSENT CALENDAR:

4.E. Appointments to Standing Committees and Other Governmental Agencies. Recommended Action: Approve the Mayor-recommended appointments to the various standing committees and other governmental agencies for the 2010 calendar year. (City Clerk)

Mayor Miller noted the correction on the appointment to the Riverside Conservation Authority as Kevin Bash.

M/S Azevedo/Hanna to approve the Mayor-recommended appointments to the various standing committees and other governmental agencies for the 2010 calendar year. The motion was carried by the following roll call vote:

**AYES: AZEVEDO, BASH, HANNA, MILLER, SULLIVAN
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE**

7. PUBLIC COMMENTS OR QUESTIONS:

Denise Shoemaker. Ms. Shoemaker Enjoys the emails from the Mayor and the information sent.

8. OTHER MATTERS - COUNCIL OR STAFF:

Mayor Pro Tem Hanna:

- ✚ Stated that he would like to see an item placed on the January 20, 2010 agenda with a report outlining the various options for putting on the 2010 Norco Valley Fair. Council discussion followed.

Tom Wilson. Mr. Wilson, representing The Crossroads Group, stated that he is disappointed with the fair and would like to work with the City in the production of the 2010 Norco Valley Fair.

Council Member Sullivan noted that the fair is run by the Chamber, a private entity, and cautioned the Council on making decisions on this. He noted that the Council should wait until information is received from the Chamber.

Kevin Russell. Mr. Russell stated that the Chamber intends to put on the Norco Valley Fair in 2010.

Council Member Azevedo stated that she knows a lot about the Fair and added that it is trademarked to the Norco Chamber of Commerce. She stated that she is aware that there are some concerns with the Sheriff Department. Council Member Azevedo noted that the Fair is a tradition in Norco and agrees that there needs to be open communication with the Chamber before the January 20th Council meeting.

Council Member Bash stated that he would like to have this discussion about the Fair with the Chamber. He commented on the need for the Fair to be profitable.

Lt. Cooper noted that the Sheriff Department is still owed \$8,400 from the Chamber.

City Manager Groves clarified that this item will be placed on the January 20th agenda and asked how much staff work will be required. She would request that alternatives be presented for Council discussion and consideration.

Director Petree stated that the current lease agreement with the Chamber has expired.

Council Member Sullivan stated that he does not have a problem placing this on the agenda, but if it requires more than one hour of staff time, it needs approval by the Council for placement on the agenda. Council Member Sullivan stated that looking at others to take over fair would not be appropriate at this time.

M/S Miller/no second to the motion to place on a future agenda preliminary options for moving forward with the Norco Valley Fair. Mayor Miller withdrew the motion.

Substitute Motion M/S Azevedo/Sullivan to place an item on the January 20, 2010 agenda reporting discussions with the Chamber indicating its intent regarding the 2010 Norco Valley Fair. The motion was carried by the following roll call vote:

AYES: AZEVEDO, BASH, MILLER, SULLIVAN
NOES: HANNA
ABSENT: NONE
ABSTAIN: NONE

Council Member Sullivan:

- ✦ Invited everybody to a Christmas event at the Rodeo Burger and Boot Barn Center where Santa will be available from 10 a.m. – 2 p.m., along with other holiday activities for the family.

Council Member Azevedo:

- ✦ Stated that in her mind, Toby Gerhart is the Heisman winner and noted that community members are talking about holding a “Toby Gerhart Day.” She would like the Council and community to come up with some ideas to honor him.
- ✦ Complimented the Parade Committee and the Parks, Recreation & Community Services Department for their work on the Parade of Lights.
- ✦ Commented that the Lake Norconian Foundation Pearl Harbor Day Event was outstanding.
- ✦ Noted that Ellen, known as the “mama” of every rodeo queen, passed away unexpectedly and the services are from 1 -5 p.m. on Friday at Nellie Weaver Hall.

Council Member Bash:

- ✦ Commented on Paul Jones Jr., who is the most “winning” quarter horse trainer in the world.

Mayor Miller:

- ✦ Provided a presentation on the Western Riverside County Regional Wastewater Authority Solar Power System.

9. ADJOURNMENT: M/S Sullivan/Bash and unanimously approved to adjourn the meeting at 9:03 p.m.

BRENDA K. JACOBS
CITY CLERK



AGENDA CITY OF NORCO

CITY COUNCIL/COMMUNITY REDEVELOPMENT AGENCY
SPECIAL MEETING
CONFERENCE ROOM A – NORCO CITY HALL
2870 CLARK AVENUE, NORCO, CALIFORNIA
JANUARY 13, 2010

1. CALL TO ORDER: 2:03 p.m.
2. ROLL CALL:
Mayor Malcolm Miller, **Present**
Mayor Pro Tem Berwin Hanna, **Present**
Council Member Kathy Azevedo, **Present**
Council Member Kevin Bash, **Present**
Council Member Harvey C. Sullivan, **Present**

Staff Present: Groves, Jacobs, and Okoro

City Attorney Harper – **Present**

3. PUBLIC COMMENTS OR QUESTIONS:

Pat Overstreet. Ms. Overstreet spoke in support of the zone change on the Wyle property and also encouraged the Council to not let anyone tell them what the City can and/or cannot do with that property. She further noted that she trusts the Council's judgment regarding the future of this property.

Don Bowker. Mr. Bowker spoke in support of the Zone Change on the Wyle property and spoke against the existing General Manufacturing Zone on that same property.

4. JOINT CRA/CITY COUNCIL CONSENT CALENDAR ITEM:

- A. First Amendment to the Deposit and Reimbursement Agreement No. 2 by and between the City of Norco, the Norco Redevelopment Agency and Belstarr Sports Management, LLC. **Recommended Action: Adopt Resolution No. 2010-___ and CRA Resolution No. 2010-___, approving a First Amendment to the Deposit and Reimbursement Agreement No. 2 between the City of Norco, the Norco Redevelopment Agency, and Belstarr Sports Management, LLC for redevelopment of the Silverlakes property. (Deputy City Manager/Director of Finance)**

M/S Bash/Sullivan to adopt Resolution No. 2010-01 and CRA Resolution No. 2010-01, approving a First Amendment to the Deposit and Reimbursement Agreement No. 2 between the City of Norco, the Norco Redevelopment Agency, and Belstarr Sports Management, LLC for redevelopment of the Silverlakes property. The motion was carried by the following roll call vote:

AYES: AZEVEDO, BASH, HANNA, MILLER, SULLIVAN
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

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

Section 54956.8 – Conference with Real Property Negotiator

Street Address or Parcel Numbers: APN's 123-080-028; 123-260-003, -004, -006, -010; 123-250-007, -006, -005; 123-320-001; 123-330-011, -001, -036

Negotiating Parties: Norco Redevelopment Agency and EnviroFinance Group

Points Under Negotiation: Price and Terms of Payment

6. ADJOURNMENT: With no Closed Session Items to report, the meeting was adjourned at 3:05 p.m.

BRENDA K. JACOBS
CITY CLERK

/bj-74572

CITY OF NORCO STAFF REPORT

TO: Chairman and Members of the Norco Redevelopment Agency

FROM: Beth Groves, Executive Director 

PREPARED BY: Brian Oulman, Economic Development Director 

DATE: January 20, 2010

SUBJECT: Approval of an Owner Participation Agreement with Dr. Jennifer M. Wells & Roland F. Schmitz as part of the Façade Improvement Program, at 911 Sixth Street

RECOMMENDATION: Adopt CRA Resolution No. 2010-____, approving an Owner Participation Agreement by and between the Norco Redevelopment Agency and Dr. Jennifer M. Wells & Roland F. Schmitz for a building located at 911 Sixth Street.

SUMMARY: Dr. Jennifer M. Wells & Roland F. Schmitz ("Participant"), the owners of the building located at 911 Sixth Street, have submitted a request to participate in the Façade Improvement Program. The proposed Owner Participation Agreement ("OPA") will fund the project for an amount not-to-exceed \$60,000 and will be used for the comprehensive Western themed renovation of the property, including new facades and approved signage, parking and landscaping. The Façade Improvement Program ("Program") helps the Agency meet strategic objectives and promotes Norco's signature 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 by means of OPAs.

Dr. Jennifer M. Wells & Roland F. Schmitz, owners of the subject property, have submitted an application to participate in the Façade Improvement Program for an amount not-to-exceed \$60,000 and have agreed to enter into an OPA pending Agency Board approval. The subject structure, originally a single-family residence, is located at 911 Sixth Street in Norco (the "Site"), at the northwest corner of Sixth Street and Temescal Avenue. It is owned by the applicants and will be occupied by Dr. Wells' chiropractic office after a complete rehabilitation. The approximately 1,200-square foot building has been used for commercial purposes for many years, and its renovation is consistent with the goals of the Program. The proposed improvements are very

comprehensive, and will result in a Western-themed design that is dramatically different than its current condition and appearance.

Pursuant to program guidelines, the participant was required to submit two (2) bids from general contractors. Rancho Developers, a licensed general contractor in good standing, submitted the low bid and has been approved by the applicant. The total estimated cost of the project is \$94,014.00.

Obligations of Owners:

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

- 1) Create approved Western-themed architectural façades and articulation on the existing building;
- 2) Install approved exterior lighting, signage, landscaping, and parking;
- 3) Apply approved Masonite siding and faux stone exterior enhancement;
- 4) Install an approved Western-inspired monument sign;
- 5) Provide for design, architecture, engineering, and permit fees; and
- 6) The Project shall be completed no later than one-hundred-eighty (180) days from issuance of a building permit from the City of Norco.

Obligations of Agency:

- 1) Provide funding for an amount not-to-exceed \$60,000 (a \$20,000 grant for signage and landscaping, and dollar-for-dollar matching funds for the additional costs) to cover the rehabilitation and improvement of the building located at 911 Sixth Street;
- 2) Provide payment to contractor in three installments upon proof of work completed as defined in Attachment 6.

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

/rg-74508

Attachments: CRA Resolution No. 2010-_____
Owner Participation Agreement (OPA)
Proposed Building Elevation

CRA RESOLUTION NO. 2010-_____

A RESOLUTION OF THE NORCO REDEVELOPMENT AGENCY APPROVING AN OWNER PARTICIPATION AGREEMENT BY AND BETWEEN THE NORCO REDEVELOPMENT AGENCY AND DR. JENNIFER M. WELLS & ROLAND SCHMITZ, AS PART OF THE FAÇADE IMPROVEMENT PROGRAM FOR AN AMOUNT NOT-TO-EXCEED \$60,000 FOR THE REHABILITATION AND IMPROVEMENT OF THE PROPERTY LOCATED AT 911 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 Dr. Jennifer M. Wells & Roland Schmitz for the rehabilitation and redevelopment of the building located at 911 Sixth Street in Norco ("Site") 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 January 20, 2010.

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 January 20, 2010, 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 January 20, 2010.

Secretary, Norco Redevelopment Agency

/rg-74513

OWNER PARTICIPATION AGREEMENT

THIS AGREEMENT is entered into on this 20th day of January 2010, by and among the **NORCO REDEVELOPMENT AGENCY**, a public body corporate and politic ("Agency"), and **DR. JENNIFER M. WELLS & ROLAND SCHMITZ** ("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 **911 Sixth Street, Norco, California** (APN 131-180-032).

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) 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 Dr. Jennifer M. Wells & Roland Schmitz, represented by Dr. Jennifer M. Wells, 160 Rawhide Court, Norco, CA 92860. The Participant is the owner of fee simple title in and to the Site. 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 a contractor(s) 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 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 State's 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/Project Completion

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.

The Project shall be completed no later than one-hundred-eighty (180) days from issuance of a building permit from the City of Norco.

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 non-discrimination 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 are 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: _____

By: _____
Malcolm Miller, Agency Chairman

ATTEST:

Brenda K. Jacobs
Agency Secretary

Dated: _____

Dr. Jennifer M. Wells, Participant

Dated: _____

Roland Schmitz, Participant

Approved as to Form:

John Harper
Agency Counsel

/rg-74512

ATTACHMENT 1

LEGAL DESCRIPTION

THE EASTERLY 66 FEET OF THE SOUTHERLY 140 FEET OF LOT 16, BLOCK 43 OF NORCO FARMS TRACT NO. 1, IN THE CITY OF NORCO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 11, PAGE 3, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
[APN: 131-180-032]

ATTACHMENT 2

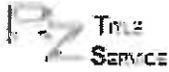
PARTICIPANT IMPROVEMENTS

1. Comprehensive Western-themed architectural design and articulation;
2. Painted Masonite siding, concrete tile roof, artificial stone accents, and additional Western-themed exterior enhancement;
3. Installation of an approved Western-inspired monument sign;
4. Approved façade signage, lighting, landscaping, irrigation, and paving;
5. Provision of adequate parking;
6. Architectural and engineering fees; and
7. Permit and dump fees.

ATTACHMENT 3

PRELIMINARY TITLE REPORT

[EXCERPT—FULL REPORT AVAILABLE AT ECONOMIC DEVELOPMENT DEPARTMENT]



P.O. Box 1193
 Whittier, CA 90609
 Tel # (562) 325-8351
 Fax # (714) 783-3038

Lot Book Report

Order Number: **21055**

Customer:

CITY OF NORCO
 2870 Clark Avenue
 Norco CA 92860

Order Date: 12/16/2009
 Dated as of: 12/27/2009
 County Name: Riverside

Attn: Deborah DeGrado
 Reference: 131-180-032-3
 IN RE: SCHMITZ, ROLAND F. & WELLS, JENNIFER M

FEE(s):
 Report: \$70.00

Property Address: 911 6th Street
 Norco CA 92860

Assessor's Parcel No. : 131-180-032-3

Assessments:

Land Value:	\$102,830.00
Improvement Value:	\$340,965.00
Exemption Value:	\$0.00
Total Value:	\$443,795.00

Tax Information

Property Taxes for the Fiscal Year	2009-2010
First Installment	\$2,355.14
Penalty	\$0.00
Status	PAID (PAID THRU 01/31/2010)
Second Installment	\$2,355.14
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 04/10/2010)



P.O. Box 1193
Whittier, CA 90609
Tel # (562) 325-8351
Fax # (714) 783-3038

Order Number: 21055

Reference: 131-180-032-3

Property Vesting

The last recorded document transferring title of said property

Dated	08/03/2009
Recorded	11/12/2009
Document No.	2009-0584414
D.T.T.	\$192.50
Grantor	James Kincaid, a married man, as his sole and separate property
Grantee	Roland F. Schmitz and Jennifer M. Wells, husband and wife as joint tenants

Deeds of Trust

No Deeds of Trust of Record

Additional Information

Document Type	Judgment for Permanent Injunction
Document No.	2008-0577743
Recorded	10/30/2008
A Bankruptcy filed by	Jennifer Martha Wells
Social Security Number(s)	548-99-3226
Date filed	08/08/2003
Case No.	MG21936

Legal Description

THE LAND REFERRED TO IN THIS REPORT IS LOCATED IN AND IS DESCRIBED AS FOLLOWS:

THE EASTERLY 66.00 FEET OF THE SOUTHERLY 140.00 FEET OF LOT 16, BLOCK 43 OF NORCO TRACT NO. 1 IN THE CITY OF NORCO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 3, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

STEWART TITLE-Riverside

DOC # 2009-0584414
11/12/2009 08:00A Fee:42.00
Page 1 of 2 Doc T Tax Paid
Recorded in Official Records
County of Riverside
Larry U. Ward
Assessor, County Clerk & Recorder

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:

Name: Roland F. Schmitz & Jennifer M. Wells
Street Address: 160 RAWHIDE CT.
City: NORCO, CA 92860
State:
Zip:



Table with columns: S, R, U, PAGE, SIZE, DA, MISC, LONG, RFD, COPY. Includes handwritten entries like '2' in PAGE and '465 428' in SIZE.

ORDER NO. 241373
ESCROW NO. 22973-S

TRAOIS GRANT DEED (42)
TAX PARCEL NO. 131-180-032-3 015-007

The undersigned declares that the documentary transfer tax is \$192.50 and is

X computed on the full value of the interest of the property conveyed, or is
computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale.

The land, tenements or realty is located in
unincorporated area, X city Norco and



FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
James Kincaid, a Married Man, as his sole and separate property

hereby GRANT(S) to
Roland F. Schmitz and Jennifer M. Wells, Husband and Wife as Joint Tenants

The following described real property in the City of Norco
County of Riverside, State of California:

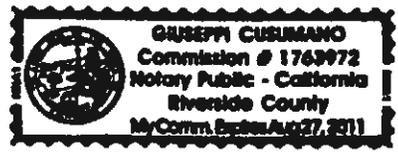
THE EASTERLY 66 FEET OF THE SOUTHERLY 140 FEET OF LOT 16, BLOCK 43 OF NORCO TRACT NO. 1,
IN THE CITY OF NORCO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS PER MAP RECORDED IN
BOOK 11, PAGE 3, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Dated 08/03/2009
STATE OF CALIFORNIA,
COUNTY OF RIVERSIDE)

James Kincaid (Signature)

On AUGUST 3, 2009 before me,
GIUSEPPI CUSUMANO, Notary Public

personally appeared James Kincaid



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

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

WITNESS my hand and official seal.
Signature: Giuseppe Cusumano (Signature) Notary Public (Notary Seal)

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW: IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE.

Roland F. Schmitz & Jennifer M. Wells
Name Street Address City & State

ATTACHMENT 4
COPY OF BUILDING LEASE
[NOT APPLICABLE]

ATTACHMENT 5
CONTRACTOR SELECTION FORM

THE REDEVELOPMENT AGENCY OF THE CITY OF NORCO
FAÇADE IMPROVEMENT PROGRAM

CONTRACTOR BID FORM

PROJECT INFORMATION

Business Name: RANCHO DEVELOPERS

Business Address: 19212 KAMLYN LN WALNUT, CA 91789

CONTRACTOR INFORMATION

Contractor's Name: JIM BROWN

Contractor's License No.: 378367

Mailing Address: 19212 KAMLYN LN WALNUT, CA 91789

Telephone Number(s): 626 810 6133 (C) 909 518 9405

Fax Number: 626 810 5381

Email: RANCHO07@VERIZON.NET

IMPROVEMENTS

Specific improvements to be completed by the contractor:

ROOF TRUSSES / DEMO EXISTING WALLS & ROOF / EXTERIOR WALLS / SIDING / TRIM FOR WESTERN
FAÇADE / WINDOWS / SHUTTERS / ENTRY DOOR / LIGHTED BUILDING SIGN / CONC WALK / ROOF OVER
CONC WALK / ROOFING / EXTERIOR LIGHTING / BRICK VENEER / FALT PAINT / PERIMETER BRICK WALL
WESTERN MAIL BOX / PLANTER BOXES / LANDSCAPING WITH SOO, TREES, PLANTS, SPRINKLES & BALK FLOW
DEVICE / MONUMENT SIGN LIGHTED

CONSTRUCTION COST

Total Construction Cost: \$94,014.00

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.



SIGNATURE OF CONTRACTOR

1-07-10

DATE

JIM BROWN

PRINT NAME



SIGNATURE OF APPLICANT

1/9/10

DATE

Jennifer Wells, D.C.

PRINT NAME

APPROVED:

SIGNATURE OF AGENCY

DATE

PRINT NAME

Please provide an estimate for the following off the plans provided. This has to be submitted by 1/08/10 on the provided form.

Demo of existing walls and roof

New roof trusses

New exterior walls

New siding

New wood trim to create western façade

New windows

New shutters

New entry door

New lighted sign at façade

New concrete walk

New roof for covered walk

New roofing

New lighting for building and signage

New brick veneer at building per plan

New monument sign

Paint for all the applicable areas

New block perimeter wall at back and side

New western look mail box

New landscaping with sod, plants, trees, sprinklers

New planter boxes around walkway

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 **Dr. Jennifer M. Wells & Roland Schmitz**, hereinafter referred to as "Participant," entered into an Owner Participation Agreement dated **January 20, 2010** (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 _____, 2010.

NORCO REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: _____
Malcolm Miller

Its: Chair Person

Date: _____

ATTEST:

Brenda K. Jacobs
Secretary, Norco Redevelopment Agency



SOUTH ELEVATION

CITY OF NORCO STAFF REPORT

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

FROM: Beth Groves, City Manager/Executive Director 

PREPARED BY: Brenda K. Jacobs, City Clerk 

DATE: January 20, 2010

SUBJECT: Required Disclosure of Real Property Ownership for Newly Elected Norco Redevelopment Agency Board Members/City Council Members

RECOMMENDATION: Receive and File

SUMMARY: In accordance with California Redevelopment Law, newly elected Norco Redevelopment Agency Board/City Council Members Kevin Bash and Harvey C. Sullivan submitted their California Form 700 disclosing real property ownership within the Norco Redevelopment Agency Project Area No. 1. Council Member Bash did not have reportable disclosures and Council Member Sullivan submitted Schedule B as attached.

BACKGROUND/ANALYSIS: California Redevelopment Law, Health and Safety Code Section 33130, requires any Agency member who owns, or has any direct or indirect financial interest in any property included within the redevelopment project areas, to make a written disclosure of that interest to the Redevelopment Agency and City Council as follows:

“(a) No agency or community officer or employee who in the course of his or her duties is required to participate in the formulation of, or to approve plans or policies for, the redevelopment of a project area shall acquire any interest in any property included within a project area within the community. If any such officer or employee owns or has any direct or indirect financial interest in property included within a project area, that officer or employee shall immediately make a written disclosure of that financial interest to the Agency and the legislative body and the disclosure shall be entered on the minutes of the Agency and the legislative body. Failure to make a disclosure required by this subdivision constitutes misconduct in office.”

Newly elected Agency/City Council Member Harvey C. Sullivan submitted the attached California Form 700 stating their interests in real property as listed on Schedule B. Council Member Bash did not have any reportable disclosures to submit.

FINANCIAL IMPACT: N/A

Attachment: Form 700 – Schedule B (2)
/bj-74149

SCHEDULE B
Interests in Real Property
 (Including Rental Income)

▶ STREET ADDRESS OR PRECISE LOCATION
4191 VALLEY VIEW
 CITY
NORCO CA 92860

FAIR MARKET VALUE IF APPLICABLE, LIST DATE:
 \$2,000 - \$10,000
 \$10,001 - \$100,000
 \$100,001 - \$1,000,000
 Over \$1,000,000

IF APPLICABLE, LIST DATE:
9/21/04 / 1 / 08
 ACQUIRED DISPOSED

NATURE OF INTEREST
 Ownership/Deed of Trust Easement
 Leasehold _____ _____
 Yrs. remaining Other

IF RENTAL PROPERTY, GROSS INCOME RECEIVED
 \$0 - \$499 \$500 - \$1,000 \$1,001 - \$10,000
 \$10,001 - \$100,000 OVER \$100,000

SOURCES OF RENTAL INCOME: If you own a 10% or greater interest, list the name of each tenant that is a single source of income of \$10,000 or more.
JESUS ORXACA
4191 VALLEY VIEW NORCO CA 92860

▶ STREET ADDRESS OR PRECISE LOCATION
 CITY

FAIR MARKET VALUE IF APPLICABLE, LIST DATE:
 \$2,000 - \$10,000
 \$10,001 - \$100,000
 \$100,001 - \$1,000,000
 Over \$1,000,000

IF APPLICABLE, LIST DATE:
 / / 08 / / 08
 ACQUIRED DISPOSED

NATURE OF INTEREST
 Ownership/Deed of Trust Easement
 Leasehold _____ _____
 Yrs. remaining Other

IF RENTAL PROPERTY, GROSS INCOME RECEIVED
 \$0 - \$499 \$500 - \$1,000 \$1,001 - \$10,000
 \$10,001 - \$100,000 OVER \$100,000

SOURCES OF RENTAL INCOME: If you own a 10% or greater interest, list the name of each tenant that is a single source of income of \$10,000 or more.

* You are not required to report loans from commercial lending institutions made in the lender's regular course of business on terms available to members of the public without regard to your official status. Personal loans and loans received not in a lender's regular course of business must be disclosed as follows:

NAME OF LENDER* _____
 ADDRESS _____
 BUSINESS ACTIVITY OF LENDER _____
 INTEREST RATE _____ TERM (Months/Years) _____
 % None

HIGHEST BALANCE DURING REPORTING PERIOD
 \$500 - \$1,000 \$1,001 - \$10,000
 \$10,001 - \$100,000 OVER \$100,000
 Guarantor, if applicable

NAME OF LENDER* _____
 ADDRESS _____
 BUSINESS ACTIVITY OF LENDER _____
 INTEREST RATE _____ TERM (Months/Years) _____
 % None

HIGHEST BALANCE DURING REPORTING PERIOD
 \$500 - \$1,000 \$1,001 - \$10,000
 \$10,001 - \$100,000 OVER \$100,000
 Guarantor, if applicable

Comments: _____

CITY OF NORCO STAFF REPORT

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

FROM: Beth Groves, City Manager 

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

DATE: January 20, 2010

SUBJECT: Reimbursement Agreement between the City of Norco, the
Norco Redevelopment Agency and Belstarr Sports
Management, LLC

RECOMMENDATION: Adopt **Resolution No. 2010-___** and **CRA Resolution No. 2010-___**, approving a Reimbursement Agreement between the City of Norco, the Norco Redevelopment Agency, and Belstarr Sports Management, LLC to fund the demolition of structures and clearing of the Silverlakes property.

SUMMARY: In January of 2008, the City Council/Norco Redevelopment Agency approved a Memorandum of Understanding ("MOU") with Belstarr Sports Management, LLC ("Belstarr") outlining the roles, expectations, goals and responsibilities of the parties that will ultimately lead to the execution of a Development Agreement ("DDA"), Shared Use Agreement and a long-term Ground Lease. The proposed agreement describes expenditures and funding requirements related to demolition of structures, clearing and grubbing the site prior to grading. These tasks will be paid for by the City/Agency and subsequently reimbursed to the City/Agency by Belstarr.

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

Before rough grading and construction can commence general site preparation that will include the demolition of various structures, clearing, and grubbing of the property must be completed. The expenditures required for the City to execute an agreement to perform site clearing will be paid by the City/Agency and reimbursed to the City/Agency by Belstarr.

Staff has recommended Council amend two existing service agreements in order to expedite the site preparation, tree trimming/removal, clearing and grubbing. The City has an existing tree maintenance contract with West Coast Arborist (WCA) for tree trimming and removal, they have agreed to perform the necessary services at Silverlakes for an amount not-to-exceed \$27,000. The City also has an existing agreement with So Cal Sandbags to perform site grading and material removal at the Ingalls Equestrian Center. So Cal Sandbags has agreed to demolish required structures, clear and grub the entire site in an amount not-to-exceed \$285,000. Total reimbursement agreement amount from the Developer to the City for site clearing services not-to-exceed \$315,000, which includes \$3,000 for permits and administration.

In order to manage and account for these expenditures, a Reimbursement Agreement has been prepared outlining the process that the City/Agency will follow in order to recover its costs related to site clearing.

FINANCIAL IMPACT: None

Attachments: Resolution No. 2010-____
CRA Resolution No. 2010-____
Reimbursement Agreement

174555

RESOLUTION NO. 2010-____

A RESOLUTION OF THE CITY OF NORCO, CALIFORNIA, APPROVING A REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF NORCO AND BELSTARR SPORTS MANAGEMENT, LLC FOR DEMOLITION OF VARIOUS STRUCTURES, CLEARING AND GRUBBING OF THE SILVERLAKES PROPERTY

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

WHEREAS, Belstarr Sports Management, LLC ("Developer") intends to develop and construct an equestrian and recreational facility on the Subject Property (the "Project"); and

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

WHEREAS, the Developer has agreed to pay for all costs related to the clearing of the site that will initially be paid for by the City; and

WHEREAS, the City and the Developer desire to enter into a Reimbursement Agreement ("Agreement") to specifically recover certain site clearing costs related to the Project.

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

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

SECTION 2. The Agreement is hereby approved.

PASSED AND ADOPTED by the City Council at a regular meeting held on January 20, 2010.

Mayor of the City of Norco

ATTEST:

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

I, Brenda K. Jacobs, City Clerk of the City of Norco, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Norco City Council at a regular meeting thereof held on January 20, 2010 by the following vote of the Norco City Council Members:

AYES:
NOES:
ABSENT:
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Norco on January 20, 2010.

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

174554

CRA RESOLUTION NO. 2010-__

A RESOLUTION OF THE NORCO REDEVELOPMENT AGENCY APPROVING A REIMBURSEMENT AGREEMENT BETWEEN THE NORCO REDEVELOPMENT AGENCY AND BELSTARR SPORTS MANAGEMENT, LLC FOR DEMOLITION OF VARIOUS STRUCTURES, CLEARING AND GRUBBING OF THE SILVERLAKES PROPERTY

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

WHEREAS, Belstarr Sports Management, LLC ("Developer") intends to develop and construct an equestrian and recreational facility on the Subject Property (the "Project"); and

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

WHEREAS, the Developer has agreed to pay for all costs related to the clearing of the site that will initially be paid for by the City; and

WHEREAS, the Agency and the Developer desire to enter into a Reimbursement Agreement ("Agreement") to specifically recover certain site clearing costs related to the Project.

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

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

SECTION 2. The Agreement is hereby approved.

PASSED AND ADOPTED by the Norco Redevelopment Agency at a regular meeting held on January 20, 2010.

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 January 20, 2010 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 on January 20, 2010.

Secretary, Norco Redevelopment Agency

174582

REIMBURSEMENT AGREEMENT
BETWEEN THE CITY OF NORCO, THE NORCO REDEVELOPMENT AGENCY
AND BELSTARR SPORTS MANAGEMENT, LLC
FOR THE DEMOLITION OF VARIOUS STRUCTURES, CLEARING AND GRUBBING
THE SILVERLAKES PROPERTY

This Reimbursement Agreement (hereinafter "Agreement") is made by and between the CITY OF NORCO, the NORCO REDEVELOPMENT AGENCY (hereinafter "City/Agency") and BELSTARR SPORTS MANAGEMENT, LLC, a Delaware limited liability company, registered to do business with the California Secretary of State (hereinafter "Developer"), effective this ___ Day of _____, 2010.

RECITALS

WHEREAS, Developer desires to lease from the Norco Redevelopment Agency the real property listed in Exhibit "A", attached hereto and incorporated herein by this reference (the "Subject Property"); and

WHEREAS, Developer intends to process applications for the development of a Equestrian and Recreational Facility on the Subject Property (the "Project"); and

WHEREAS, an Environmental Impact Report ("EIR") has been prepared for the Project; and

WHEREAS, Developer and the City/Agency have executed a Memorandum Of Understanding, which sets forth the intended purpose of the Project, the City's intent to enter into a Disposition and Development Agreement and a Ground Lease with the Developer for development and use of the Subject Property, and the roles of the City and Developer in the predevelopment activities related to the Project.

WHEREAS, Developer has agreed to pay demolition, clearing and grubbing costs associated with the site preparation in an amount not to exceed \$315,000 related to the Project; and

WHEREAS, The City/Agency and Developer desire to enter into this Agreement to specifically provide a conduit for the City to recover certain costs related to site clearing of the Project;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Purpose of Agreement. The purpose of this Agreement is to provide for the reimbursement by Developer of certain costs incurred by the City for site clearing related to the Project.
2. Term of Agreement. The term of this Agreement shall commence upon execution by the Parties and shall continue until terminated as provided for in other sections herein.
3. No Approvals. Nothing in this Agreement shall be construed as preliminary or final approval of any land use or related decision. This Agreement specifically does not commit the City to any decisions or approvals not yet authorized by the City.
4. Contractor's Work and Payments. Following the completion of the elements that include demolition of various structures, site preparation, tree removal, clearing and grubbing of the entire Silverlakes property, each contractor will be entitled to full compensation, in a total amount not to exceed three-hundred fifteen-thousand dollars (\$315,000).
5. Reimbursement of Costs. Developer shall reimburse the City for all costs associated with the site clearing of the Silverlakes property. Upon the Effective Date of this Agreement and the City's selection of the tree contractor and site clearing contractor, the Developer shall deposit within forty-five (45) calendar days three-hundred fifteen-thousand dollars (\$315,000) to City. Should the Contractor complete the project to the satisfaction of the City and Developer prior to forty-five days, the Developer will deposit the agreed upon amount within ten (10) days of written notice. The City shall provide to Developer proof of payment to each Contractor. The City shall have no obligation, and may cease to process or to perform any work on the Project in the event that the Developer has not made timely payments of any required deposit and timely payment(s) of any and all of the actual costs as herein provided. Upon the completion of the site clearing by each Contractor, and payment for those services as provided herein, any unpaid balance shall be returned to Developer. In the event that upon the completion of the contractual obligation, with prior mutual agreement (authorized Change Order) between the City and Developer, costs exceeding

\$315,000, Developer shall deposit with the City such excess amount within fifteen (15) days of written notice.

6. Payment of Standard Fees. Developer shall pay all application fees associated with the Project.

7. Defense of Legal Challenges. In the event of any administrative, legal or equitable action or other proceeding instituted by any person, entity or organization challenging the validity of any Project Approval (as defined in Paragraph 9 herein) or the sufficiency of any environmental review under the California Environmental Quality Act ("CEQA") or National Environmental Policy Act ("NEPA"), the parties shall agree to mutually cooperate with each other in the defense of any such challenge. City and the Developer each agree to be liable for their respective legal expenses, costs of court and expenses of litigation in connection with such litigation. Notwithstanding the foregoing, City may elect to tender the defense of any lawsuit filed by a third person or entity to Developer. In such event, Developer shall hold the City harmless from and defend the City from all costs and expenses incurred in the defense of such lawsuit, including, but not limited to, damages, attorney's fees and expenses of litigation awarded to the prevailing party or parties in such litigation. In the event of any administrative, legal or equitable action or other proceeding, Developer may elect to terminate this agreement under paragraph 11. In the event of termination, Developer shall be responsible for defense costs through the effective date of termination as defined in paragraph 11.

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

9. Project Approvals. For the purposes of the Agreement, "Project Approval" shall mean any discretionary or ministerial permits or approvals necessary or appropriate for further processing of development entitlements for the Project environmental determinations.

10. Termination by City. If Developer is in default or breach of its obligations under this Agreement, the City shall give Developer ten (10) days written notice of such default. If the Developer does not commence to cure the default with ten (10) days of such notice and continue to cure such default to completion within thirty (30) days, then the City

may terminate this Agreement and the City shall have no further obligation under this Agreement to process pending applications. If the Agreement is terminated by the City, the City shall bill Developer for any payments or costs to be paid to the date of termination.

11. Termination by Developer. This Agreement may be terminated by Developer without cause and at will for any reason by giving to the City written notice of such intent to terminate. Termination of this Agreement shall be effective thirty (30) days following receipt of such written termination notice by the City. Termination of this Agreement by Developer shall act as a withdrawal by Developer of its request for any approval from the City pertaining to the Project effective on the date of the termination. Upon receipt of written notice of a termination by Developer, the City shall terminate Project related services by the Environmental Consultant, Other Consultants, and Legal Counsel and make final payment for work incurred under this Agreement. Developer shall deposit any additional funds as the City deems necessary to pay any outstanding amounts. Within thirty (30) days of the termination, the City shall pay to Developer any funds remaining in the deposit.

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

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

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

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

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

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

CITY OF NORCO /
NORCO REDEVELOPMENT AGENCY

BELSTARR SPORTS
MANAGEMENT, LLC

By: _____
Title: Mayor / Chairman

By: _____
Title: Developer

Date: _____, 2010

Date: _____, 2010

Attest:

Approved As To Form:

By: _____
Title: City Clerk / Secretary

By: _____
Title: City Attorney

Date: _____, 2010

Date: _____, 2010

CITY OF NORCO STAFF REPORT

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

FROM: John Harper, City Attorney

DATE: January 20, 2010

SUBJECT: Approval of an Exclusive Negotiating Agreement by and among the City of Norco, the Norco Redevelopment Agency and EnviroFinance Group

RECOMMENDATION: Approve the Exclusive Negotiating Agreement by and among the City of Norco, the Norco Redevelopment Agency and EnviroFinance Group.

SUMMARY: The owner of the Wyle property, EnviroFinance Group, is interested in discussing a sale of the property to the Norco Redevelopment Agency or the City. They also expressed concerns regarding the proposed Zone Change on the property. They have proposed entering into an Exclusive Negotiating Agreement with the City of Norco / Norco Redevelopment Agency ("City/Agency") for a 90 day period. During that time, EnviroFinance Group will not market nor attempt to sell the property to any other party, in exchange for the City Council delaying action on the second reading of the zoning ordinance for that period.

BACKGROUND/ANALYSIS: As the City Council/Norco Redevelopment Agency Board is aware, Envirofinance Group has become the owner of the so-called Wyle lab property as a result of its foreclosure on the loan to the prior property owner. EnviroFinance Group is a lender, not a developer, whose primary interest is in disposing of the property.

As you are also aware, EnviroFinance Group expressed concern about the proposed General Plan Amendment/Zone Change related to the property. While they did not have objection to elimination of the current zone, they expressed concern with regard to the proposed use restrictions of the proposed new zone and have expressed the opinion that the proposed re-zoning would result in the property becoming essentially valueless and result in an unlawful regulatory taking (inverse condemnation) by the City. While the City strongly disagrees with that view, it is nonetheless Envirofinance Group strongly held belief.

In a effort to amicably resolve the dispute, and take advantage of what maybe an opportunity for the City/Agency to acquire the property, EnviroFinance Group has proposed entering into an Exclusive Negotiating Agreement with the City/Agency for a 90 day period, during which time they will not market nor attempt to sell the property to any other party, in exchange for delaying action on the second reading of the zoning ordinance for that period.

Since the combination of the Exclusive Negotiating Agreement and the three month delay in considering rezoning will have no legal impact on the City's options and since this may well represent the City/Agency's only real opportunity to work with EnviroFinance Group to acquire the property, it is the staff's recommendation that the City/Agency enter into an Exclusive Negotiating Agreement for a 90 day period and delay action on the second reading of the zoning ordinance for that period of time.

/74587

The ENA document was not available as an attachment at the time this report was published and will be delivered to the Council/Agency Board upon receipt.



ACTION MINUTES
CITY OF NORCO
PLANNING COMMISSION
CITY COUNCIL CHAMBERS – 2820 CLARK AVENUE
REGULAR MEETING
JANUARY 13, 2010

1. CALLED TO ORDER: 7:00 p.m.
2. ROLL CALL: **Chair Jaffarian, Vice-Chair Wright, Commission Members Harris, Hedges, Newton**
3. STAFF PRESENT: **Planning Manager King, Senior Planner Robles, Executive Secretary Dvorak**
4. PLEDGE OF ALLEGIANCE: **Commission Member Newton**
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 December 9, 2009, **Approved 5-0.**
8. CONTINUED ITEMS: **None**
9. PUBLIC HEARINGS: **None**
10. BUSINESS ITEMS:
 - A. Lighting/Photometric Review 2009-03 and Landscape Review 2009-04 (Norco First Assembly of God): Review of Lighting and Landscape Plans Required in the Approval of Conditional Use Permit 2006-20.
Recommended Action: Approval (SP Robles); **Action: Approved 5-0.**
 - B. Discussion of a Proposed Amendment in Residential and Animal-Keeping Zones Regarding Lot Coverage and the Size of Permitted Accessory Buildings. Recommended Action: Direction (PM King). **Action: Reviewed the draft proposal, added some new revisions and made some corrections, and directed that the item be presented again in draft form at the next meeting before setting the public hearing.**
11. CITY COUNCIL: **Received and filed.**
 - A. City Council Action Minutes dated December 16, 2009
 - B. City Council Minutes dated November 30, 2009 and December 2, 2009

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

13. OTHER MATTERS:

- **Commission Member Harris addressed the most recent draft of proposed regulations regarding the size of accessory buildings asking where the new approach had come from and whether or not there should be more public input in the process. It was determined that the public hearing is the public input process.**
- **Commission Member Hedges asked about Wall Design and the current operation which again seems to be operating outside of the limits of its CUP. It was reported that the owners had already been notified that the storage of tires needed to be removed and had been given a time period to remove them. It was also reported that Code Compliance will be following up to make sure that all other requirements are being complied with.**
- **Commission Member Hedges reported that there still was no sign posted at the Community Center and that displaying vehicles for sale was still occurring.**
- **Vice Chair Wright suggested that the City consider allowing for this type of personal auto sales through a permit process and certain controlled locations in the City since there seems to be such a demand for it and enforcement at one location just causes them to move to another location.**
- **Commission Member Newton presented a list of plants poisonous to horses and suggested that the City should present it to landscape architects when they are preparing landscaping plans.**
- **Commission Member Newton asked about animal statues that have been installed as part of the animal hospital under construction and whether those had been approved with the landscaping plans. These were not shown on the landscaping plans and were installed without review by the City. There is no requirement for public art to be reviewed by the City prior to installation.**
- **Staff was asked to look into a sign at Maverick's and whether there had been permits obtained for it.**

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

/sk-74584

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Beth Groves, City Manager 

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

DATE: January 20, 2010

SUBJECT: Report on Fiscal Year 2009 Audited Financial Reports

RECOMMENDATION: Staff recommends that the City Council receive and file the Fiscal Year 2009 Audited Financial Reports.

SUMMARY: Staff recommends that the City Council receive and file the City's Comprehensive Annual Financial Report (CAFR) and other related reports for the fiscal year-ended June 30, 2009. The audited reports received an unqualified opinion from the City's independent auditors.

BACKGROUND/ANALYSIS: The City's independent auditors, Rogers, Anderson, Malody & Scott, LLP, have completed the year-end annual independent audit of City funds and accounts for fiscal year 2008/2009. The City's annual financial reports were prepared in accordance with Generally Accepted Accounting Principles (GAAP) and comply with other rules and regulations applicable to government entities. Transmitted herewith for City Council's information are the following financial reports for the fiscal year ended June 30, 2009:

1. Comprehensive Annual Financial Report
2. Required Independent Auditors' Communication to the City Council
3. Auditors' Report on Appropriations Limit Calculation
4. Single Audit Report including Report on Internal Control Over Financial Reporting and Compliance with Other Matters

These reports are presented in the same format as last year's. If Council wishes to have a study session to discuss this year's reports, staff will schedule one at a later date. It is to be noted that both the Single Audit Report and required Independent Auditors' Communication to the City Council do not contain any findings of grants violations, inappropriate application of accounting guidelines and rules or disagreements between management and the independent auditors.

FISCAL IMPACT: None

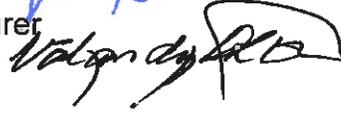
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Attachments: Items 1 - 4

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Beth Groves, City Manager 

PREPARED BY: Andy Okoro, City Treasurer 

DATE: January 20, 2010

SUBJECT: Quarterly Investment Report for Quarter Ended December 31, 2009

RECOMMENDATION: Staff recommends that the City Council receive and file the Quarterly Investment Report for the Quarter Ended December 31, 2009.

SUMMARY: Staff is recommending that the City Council receive and file the City's quarterly investment report for the quarter ended December 31, 2009. This report has been prepared to meet the requirements of the applicable sections of the Government Code.

BACKGROUND/ ANALYSIS: The City's Investment Policy requires the Treasurer or Chief Fiscal Officer to render a quarterly report to the legislative body. The report is to be prepared in accordance with Government Code Section 53646 (b)(1) and should contain detailed information on all securities, investments, and monies of the local agency; a statement of compliance of the portfolio with the Statement of Investment Policy; and a statement of the City's ability to meet its cash flow requirements for the next six months. The law further requires that the quarterly report be submitted to the legislative body within 30 days from the end of the quarter. This report meets the requirements of the Investment Policy and Government Code and covers the City as well as the Norco Redevelopment Agency.

The attached schedules (attachments 1 through 4) for the quarter ended December 31, 2009 have been prepared to meet the detailed requirements of the Government Code and the City's Investment Policy as approved by the Council on April 15, 2009. It is to be noted that the Investment Policy excludes certain investments of the City (bond proceeds) from these requirements. This means that funds from bond proceeds are invested in accordance with the provisions of the bond indentures rather than the provisions of the Investment Policy. Consequently, in determining whether the portfolio holdings are in compliance with the Government Code and the approved Investment Policy, investments of bond proceeds have been excluded.

Attachment 1 provides a summary schedule of the City's portfolio holdings by type as of December 31, 2009. This summary also provides information on whether or not each investment category complies with the limitations imposed by law and the City's Investment Policy. Investments that are subject to the Statement of Investment Policy are operating/idle funds managed by the Treasurer within the provisions of the approved Investment Policy. During the quarter ended December 31, 2009, operating portfolio decreased by a net amount of \$1.7 million to \$40.2 million compared to the previous quarter ending balance of \$41.9 million. This anticipated decrease is due to the fact that expenditures during the quarter exceeded revenue receipts. The first installment of major tax revenues including property, VLF, special districts and RDA tax increments are not received until January.

Attachment 2 provides a graphical breakdown of the portfolio holdings by investment type as of December 31, 2009 for those investments that are subject to the Investment Policy.

A summary of investments not subject to the provisions of the Investment Policy (bond proceeds and debt service reserve funds) is also presented on Attachment 1. These funds are invested in accordance with applicable bond indenture provisions. During the quarter ended December 31, 2009, bond proceeds and debt service reserve fund portfolio decreased by \$0.6 million due to drawdown from Tax Allocation bond proceeds to pay for applicable capital project expenditures.

Attachment 3 provides a detailed listing of the City's portfolio holdings as required by the Government Code. In this listing, "N/A" is used to denote that the information is not available or applicable. The market value of LAIF has been reported to equal cost because the City's investments in LAIF are readily liquid and the market value of these investments approximates cost. Agency Securities issued by United States Government Sponsored Entities carry standard ratings of "AAA" from Moody's and Standard and Pours Investor Service.

Attachment 4 provides the required cash flow and compliance statement by the Chief Fiscal Officer/Treasurer

FINANCIAL INPACT: This is an informational item. There is no fiscal impact.

/jk-74494

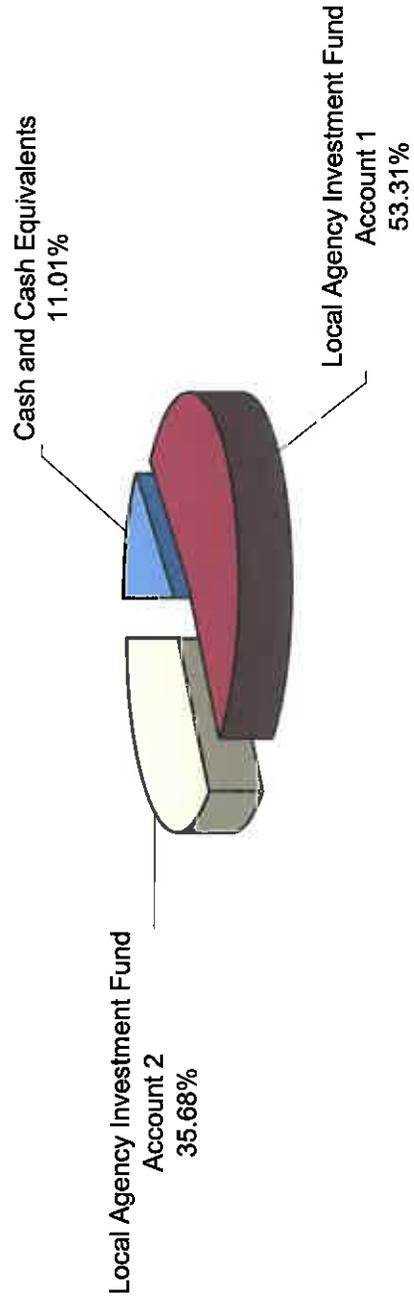
Attachments: 1) Portfolio Summary
2) Summary Graph
3) Portfolio Details – "Investments Not Subject..."
4) Certification Form

City of Norco, California
 Portfolio Summary
 As of December 31, 2009

City Investments Subject to Investment Policy	Market Value	Percentage	Policy Maximum	Compliance
Cash and Cash Equivalents	\$ 4,424,864	11.01%	15.00%	In Compliance
Local Agency Investment Fund Account 1	21,427,468	53.31%	\$40.0 Million	In Compliance
Local Agency Investment Fund Account 2	14,340,079	35.68%	\$40.0 Million	In Compliance
Total	\$ 40,192,411	100.00%		

City Investments Not Subject to Investment Policy	Market Value	Percentage
Community Facilities Districts	\$ 3,713,802	8.26%
Sewer and Water System	20,592,988	45.78%
Refunding Tax Allocation Bonds	20,679,149	45.97%
Total	\$ 44,985,940	100.00%

**Summary of City Portfolio
(Investments Subject to Investment Policy)
As of December 31, 2009**



City of Norco, California
 Portfolio Details
 As of December 31, 2009
 Investments Subject to Policy

Cash & Cash Equivalents

Purchase Date	Maturity Date	CUSIP #	Description of Security	Account	Rating	Coupon Rate	Yield to Maturity	Face Value	Cost	Market Value
N/A	N/A	N/A	Checking Accounts	Wells Fargo	N/A	N/A	0.000%	N/A	1,151,462	1,151,462
			Subtotal	Wells Fargo					1,151,462	1,151,462
4/8/2009	10/21/2010	3120019132	Certificate Deposit	Allstate Bank	N/A	1.490%	Various	N/A	149,672	149,672
4/8/2009	4/3/2011	3240002117	Certificate Deposit	Allstate Bank	N/A	2.230%	Various	N/A	96,021	96,021
4/21/2009	4/21/2010	2329958022	Certificate Deposit	Citizen Business Bank	N/A	1.750%	Various	N/A	99,011	99,011
4/21/2009	8/31/2010	2329958065	Certificate Deposit	Citizen Business Bank	N/A	1.750%	Various	N/A	149,021	149,021
4/21/2009	1/21/2010	1008613652	Certificate Deposit Account Register Services	Citizen Business Bank	N/A	0.900%	Various	N/A	1,388,959	1,388,959
4/21/2009	4/22/2010	1007026605	Certificate Deposit Account Register Services	Citizen Business Bank	N/A	1.600%	Various	N/A	1,390,718	1,390,718
			Subtotal	Wells Fargo					3,273,402	3,273,402

Local Agency Investment Fund

Purchase Date	Maturity Date	CUSIP #	Description of Security	Account	Rating	Coupon Rate	Yield to Maturity	Face Value	Cost	Market Value
N/A	N/A	N/A	Local Agency Investment Fund Account 1	State of California	N/A	N/A	N/A	N/A	21,427,468	21,427,468
N/A	N/A	N/A	Local Agency Investment Fund Account 2	State of California	N/A	N/A	N/A	N/A	14,340,079	14,340,079
			Subtotal						35,767,547	35,767,547
			Total Investments Subject to Policy						40,192,411	40,192,411

City of Norco, California
 Portfolio Details
 As of December 31, 2009
Investments Not Subject to Policy (Bond Proceeds)
Community Facilities Districts

Cash and Cash Equivalents

Purchase Date	Maturity Date	CUSIP #	Description of Security	Account	Rating	Coupon Rate	Yield to Maturity	Face Value	Cost	Market Value
N/A	N/A	N/A	First American Treasury Obligation	94466600 US Bank	N/A	N/A	0.000%	N/A	239,085	239,085
N/A	N/A	N/A	First American Treasury Obligation	94496800 US Bank	N/A	N/A	0.000%	N/A	23,158	23,158
N/A	N/A	N/A	First American Treasury Obligation	94496805 US Bank	N/A	N/A	0.000%	N/A	730	730
N/A	N/A	N/A	First American Treasury Obligation	94644000 US Bank	N/A	N/A	0.000%	N/A	39,458	39,458
N/A	N/A	N/A	First American Treasury Obligation	94644004 US Bank	N/A	N/A	0.000%	N/A	85	85
N/A	N/A	N/A	First American Treasury Obligation	791884000 US Bank	N/A	N/A	0.000%	N/A	29,498	29,498
N/A	N/A	N/A	First American Treasury Obligation	791884004 US Bank	N/A	N/A	0.000%	N/A	784	784
N/A	N/A	N/A	First American Treasury Obligation	794148002 US Bank	N/A	N/A	0.000%	N/A	5,359	5,359
			Subtotal						338,157	338,157

Local Agency Investment Fund

Purchase Date	Maturity Date	CUSIP #	Description of Security	Account	Rating	Coupon Rate	Yield to Maturity	Face Value	Cost	Market Value
N/A	N/A	N/A	Local Agency Investment Fund Account 1 (CFD)	97-1 State of California	N/A	N/A	N/A	N/A	800,596	800,596
			Subtotal						800,596	800,596

U.S. and Agency Securities

Purchase Date	Maturity Date	CUSIP #	Description of Security	Account	Rating	Coupon Rate	Yield to Maturity	Face Value	Cost	Market Value
11/12/2010	11/12/2014	3128X9LD0	Federal Home Loan Mtg Corp	794148002 US Bank	AAA	3.250%	3.270%	1,715,000	1,715,000	1,705,773
8/13/2009	8/13/2014	3136FH3B9	FNMA MTN	94644004 US Bank	AAA	3.250%	3.250%	189,000	189,000	190,595
8/13/2009	8/13/2014	3136FH3B9	FNMA MTN	791884004 US Bank	AAA	3.250%	3.250%	515,000	515,000	519,347
8/13/2009	8/13/2014	3136FH3B9	FNMA MTN	94496805 US Bank	AAA	3.250%	3.250%	158,000	158,000	159,334
			Subtotal					2,577,000	2,577,000	2,575,049
			Total Community Facilities Districts						3,715,754	3,713,802

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

Cash and Cash Equivalents

Purchase Date	Maturity Date	CUSIP #	Description of Security	Account	Rating	Coupon Rate	Yield to Maturity	Face Value	Cost	Market Value
N/A	N/A	31846V708	First American Prime Obligations	130584001 US Bank	AAA	N/A	0.000%	N/A	39,249	39,249
N/A	N/A	31846V708	First American Prime Obligations	130584004 US Bank	AAA	N/A	0.000%	N/A	5,113,162	5,113,162
N/A	N/A	31846V708	First American Prime Obligations	130584005 US Bank	AAA	N/A	0.000%	N/A	4,776	4,776
			Subtotal						5,157,188	5,157,188

City of Norco, California
Portfolio Details
As of December 31, 2009

Local Agency Investment Fund

Purchase Date	Maturity Date	CUSIP #	Description of Security	Account	Rating	Coupon Rate	Yield to Maturity	Face Value	Cost	Market Value
N/A	N/A	N/A	Local Agency Investment Fund Account 1 (Sewer/Water)	1998	N/A	N/A	N/A	N/A	948,896	948,896
N/A	N/A	N/A	Local Agency Investment Fund Account 1 (Sewer/Water)	2009	N/A	N/A	N/A	N/A	165,269	165,269
Subtotal									1,114,164	1,114,164

U.S. and Agency Securities

Purchase Date	Maturity Date	CUSIP #	Description of Security	Account	Rating	Coupon Rate	Yield to Maturity	Face Value	Cost	Market Value	
1/23/2009	1/23/2012	3128X8VC3	FHLMC MTN	130584001 US Bank	AAA	2.000%	2.000%	1,400,000	1,400,000	1,404,620	
4/14/2009	2/9/2010	3133XTH74	Federal Home Loan Bks	130584004 US Bank	AAA	0.625%	0.625%	2,000,000	2,000,000	2,001,260	
8/17/2009	2/17/2012	3133XUFT5	Federal Home Loan Bks	130584004 US Bank	AAA	1.750%	1.750%	3,000,000	3,000,000	3,014,070	
4/27/2009	1/27/2012	3136FHKC8	FNMA MTN	130584004 US Bank	AAA	2.000%	2.000%	2,500,000	2,500,000	2,512,500	
4/14/2009	4/13/2012	31398AWN8	FNMA MTN	130584004 US Bank	AAA	2.150%	2.150%	3,000,000	3,000,000	3,015,000	
4/15/2009	10/15/2012	3128X8WD0	FHLMC MTN	130584004 US Bank	AAA	2.300%	2.300%	2,366,000	2,366,000	2,374,186	
Subtotal									14,286,000	14,321,636	
Total Sewer and Water System										20,537,352	20,592,988

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

Cash & Cash Equivalents

Purchase Date	Maturity Date	CUSIP #	Description of Security	Account	Rating	Coupon Rate	Yield to Maturity	Face Value	Cost	Market Value
N/A	N/A	N/A	First American Treasury Obligations	94416782 US Bank	N/A	N/A	0.00%	N/A	1	1
N/A	N/A	N/A	First American Treasury Obligations	94416783 US Bank	N/A	N/A	0.00%	N/A	875	875
N/A	N/A	N/A	First American Treasury Obligations	94432432 US Bank	N/A	N/A	0.00%	N/A	286	286
N/A	N/A	N/A	First American Treasury Obligations	94432435 US Bank	N/A	N/A	0.00%	N/A	143	143
N/A	N/A	N/A	First American Treasury Obligations	94432445 US Bank	N/A	N/A	0.00%	N/A	319	319
N/A	N/A	N/A	First American Treasury Obligations	94662503 US Bank	N/A	N/A	0.00%	N/A	308	308
N/A	N/A	N/A	First American Treasury Obligations	94662504 US Bank	N/A	N/A	0.00%	N/A	15,050	15,050
N/A	N/A	N/A	First American Treasury Obligations	94662507 US Bank	N/A	N/A	0.00%	N/A	51,991	51,991
N/A	N/A	N/A	First American Treasury Obligations	787891004 US Bank	N/A	N/A	0.00%	N/A	1,381	1,381
N/A	N/A	N/A	First American Treasury Obligations	792126003 US Bank	N/A	N/A	0.00%	N/A	17,991	17,991
N/A	N/A	N/A	First American Treasury Obligations	792126004 US Bank	N/A	N/A	0.00%	N/A	1,504	1,504
N/A	N/A	N/A	First American Treasury Obligations	129543003 US Bank	N/A	N/A	0.00%	N/A	465	465
Subtotal									90,314	90,314

Local Agency Investment Fund

Purchase Date	Maturity Date	CUSIP #	Description of Security	Account	Rating	Coupon Rate	Yield to Maturity	Face Value	Cost	Market Value
N/A	N/A	N/A	Local Agency Investment Fund Account 2	2003 TABs State of California	N/A	N/A	N/A	N/A	5,570,396	5,570,396
Subtotal									5,570,396	5,570,396

City of Norco, California
 Portfolio Details
 As of December 31, 2009

U.S. and Agency Securities

Purchase Date	Maturity Date	CUSIP #	Description of Security	Account	Rating	Coupon Rate	Yield to Maturity	Face Value	Cost	Market Value
3/23/2009	3/23/2012	3136FHEV3	FNMA MTN	792126003 US Bank	AAA	2.375%	2.375%	1,515,000	1,515,000	1,530,620
4/13/2009	4/13/2012	31398AWN8	FNMA MTN	94662504 US Bank	AAA	2.150%	2.150%	1,400,000	1,400,000	1,407,000
6/3/2009	6/3/2011	3133XTV45	Federal Home Loan Bks	94662506 US Bank	AAA	1.130%	1.524%	5,630,000	5,586,255	5,647,622
6/29/2009	6/29/2011	3128XR53	FHLMC MTN	94662506 US Bank	AAA	1.625%	1.625%	2,025,000	2,025,000	2,037,535
8/13/2009	8/13/2014	3136FH3B9	FNMA MTN	94416783 US Bank	AAA	3.250%	3.250%	167,000	167,000	168,409
8/13/2009	8/13/2014	3136FH3B9	FNMA MTN	129543003 US Bank	AAA	3.250%	3.250%	976,000	976,000	984,237
			Subtotal					11,713,000	11,669,255	11,775,423

Investment Agreements

Purchase Date	Maturity Date	CUSIP #	Description of Security	Account	Rating	Coupon Rate	Yield to Maturity	Face Value	Cost	Market Value
N/A	3/1/2030	N/A	Guaranteed Investment Contract	94432433 US Bank	N/A	N/A	5.71%	N/A	2,161,566	2,161,566
N/A	3/1/2030	N/A	Guaranteed Investment Contract	94432443 US Bank	N/A	N/A	5.16%	N/A	347,000	347,000
N/A	2/27/2015	N/A	Guaranteed Investment Contract	787891003 US Bank	N/A	N/A	3.41%	N/A	734,450	734,450
			Subtotal						3,243,016	3,243,016

Total Refunding Tax Allocation Bonds

20,572,981 20,679,149

Total Investments Not Subject to Policy

44,826,087 44,985,940

Attachment 4

Quarterly Investment Portfolio

For the Quarter Ended December 31, 2009

As required by the Government Code, the City Treasurer certifies that the investments reported in the accompanying schedules (Attachments 1 through 3) comply with the City of Norco Investment Policy and that sufficient liquidity along with anticipated revenues are available to meet the City and Redevelopment Agency budgeted expenditure cash requirements for the next six months ending June 30, 2010.


Andy Okoro, City Treasurer

/jk-74493

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Beth Groves, City Manager 

PREPARED BY: Brenda K. Jacobs, City Clerk 

DATE: January 20, 2010

SUBJECT: Appointment to the Historic Preservation Commission

RECOMMENDATION: That the City Council appoint Terri Jacquemain, M.A. to serve on the Historic Preservation Commission.

SUMMARY: There is currently one seat vacated on the Historic Preservation Commission, which will be filled by this appointment to fill that term through January of 2013. One (1) application was received by the filing date and the City Council is requested to appoint Terri Jacquemain to serve on the Historic Preservation Commission.

BACKGROUND/ANALYSIS: The purpose of the Historic Preservation Commission is to promote the public health, safety and general welfare by providing for the identification, protection, enhancement, perpetuation and use of improvements, buildings, structures, signs, objects, features, sites, places, areas, districts, neighborhoods, streets, works of art, natural features and significant permanent landscaping having special historical, archaeological, cultural, architectural, community, aesthetic or artistic value in the City of Norco.

Requirements to serve on the Commission are as follows:

Commission members shall be persons who, as a result of their education, training, knowledge, and experience are qualified to analyze and interpret architectural and site planning information, including but not limited to, licensed landscape architects and architects, urban planners, engineers, and licensed general contractors. At least two of the members shall have professional experience in urban planning, architectural history or historic preservation, archeology, American studies, cultural geography, cultural anthropology and shall have general knowledge of architectural styles prevalent in the Historic Old Town of Norco. All members of the Historic Preservation Commission shall meet the following requirements:

- A. Be at least eighteen years of age.
- B. Be a legal resident of Norco.
- C. Possess the qualifications as listed above.

Appointment to the Historic Preservation Commission

Page 2

January 20, 2010

There is currently one seat vacant on the Historic Preservation Commission, just recently vacated by Council Member Kevin Bash. This seat on the Commission will be filled through the vacated term, which is January of 2013, and will at that time become vacated again.

A Press Release was published noting that the deadline for submittal of applications to serve on the Historic Preservation Commission was December 28, 2009. One (1) application was received on or by that date from the following resident of the City of Norco:

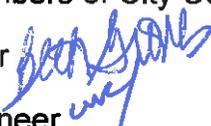
Terri Jacquemain, M.A.

The Council is recommended to make the appointment to the Historical Preservation Commission.

/bj-74454

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of City Council

FROM: Beth Groves, City Manager 

PREPARED BY: Lori J. Askew, Senior Engineer 

DATE: January 20, 2010

SUBJECT: Approval of Amendment No. 2 to the Existing Contract with So Cal Sandbags to Provide for Clearing of the Silverlakes Property

RECOMMENDATION: Staff recommends that the City Council approve Amendment No. 2 to the existing contract with So Cal Sandbags and authorize the Mayor to execute said Agreement.

SUMMARY: Based on an acceptable proposal submitted by So Cal Sandbags for clearing the site known as Silverlakes, staff is recommending that the City Council approve Amendment No. 2, in the amount not to exceed \$285,000, to the existing contract the City has with So Cal Sandbags.

BACKGROUND/ANALYSIS: On July 5, 2007, the City Council approved the award of contract to So Cal Sandbags for the completion of grading of Ingalls Park and selling of materials generated there. On October 1, 2008, the City Council approved Amendment No. 1 of the Agreement which modified certain terms and conditions.

On March 4, 2009, the City Council approved Conditional Use Permit 2008-09 granting permission to Belstarr Sports Management Group, LLC to develop the 122-acre parcel of land located at the north end of the City, into an equestrian and sports park. Clearing of all shrubs, debris, and structures above and below grade and its removal from the site is required prior to commencement of grading operations. Staff requested a proposal from So Cal Sandbags to provide the complete demolition and clearing of the site. The attached proposal was received for a "not-to-exceed" amount of \$285,000 with work to be done on a time and material basis. Staff feels this is an acceptable cost proposal when compared to other bids for similar projects.

The City has prepared a Reimbursement Agreement with Belstarr Sports Management Group, LLC for complete reimbursement of expenses incurred to clear the site.

Staff is recommending that the City Council approve Amendment No. 2 and authorize the Mayor to execute the Agreement (Exhibit "B") with So Cal Sandbags Inc., of Corona, California for demolition and clearing of the site known as Silverlakes.

FINANCIAL IMPACT: None

lja/74521

Attachments: Exhibit "A" – Proposal from So Cal Sandbags dated January 4, 2010.
Exhibit "B" – Amendment No. 2 to License Agreement



Erosion Control Services

1/4/2010

City of Norco
2870 Clark Avenue
Norco, California 92860
Attn: William Thompson

Dear Mr. Thompson:

So Cal Sandbags, Inc. is happy to provide an estimate for the Silver Lakes project on Hamner Road in the City of Norco. Upon review of the site and our meeting on December 21st we estimate that the project will be a not to exceed total of **\$285,000.00**.

Based on the information given, So Cal Sandbags, Inc. will provide all necessary materials, equipment and labor to perform the following tasks at Silver Lakes Park:

1. Removal and disposal of all vegetation to the native soil leaving no weeds taller than 2".
2. Removal and disposal of all stockpiles of green waste generated by WCA Tree Service during the clearing and falling of all trees and tall vegetation.
3. Removal and stockpiling of retaining walls, miscellaneous concrete and asphalt in preparation for crushing into Crushed Miscellaneous Base by So Cal Sandbags, Inc. and to be left on site for future use.
4. Removal and disposal of all miscellaneous fence, railings and horse pen areas.
5. Demolition and disposal of all structures on site to include foundations and footings excluding the single story house previously discussed located near the 15 freeway.
6. Removal and disposal of driving range lighting to include poles and lights.
7. Demolition and disposal of 5 existing septic tanks.
8. Excavation and disposal of existing wave pool. This estimate includes minor amounts of debris i.e. rebar and plumbing fixtures. Excessive amounts of rebar and plumbing fixtures will be reviewed as excavation proceeds.
9. Upon completion of construction activities So Cal Sandbags, Inc. will leave a hard packed surface to prevent burrowing and nesting.

All work performed by So Cal Sandbags, Inc. will be billed on a time and material basis at non-prevailing wage rates. Payment terms are net 30 days and a purchase order must be submitted before commencement of work.

If you should have any questions please feel free to contact us at any time.

Sincerely,

Dennis Feidner
DennisF@SoCalSandbags.com
(951) 538-8255 Cell
(951) 277-3404 Office
(951) 277-1683 Fax

AMENDMENT NO. 2
License Agreement
For Grading and Removal of Aggregate and Related Materials at the
George Ingalls Equestrian Event Center
Within the City of Norco

1. PARTIES AND DATE

This Amendment No. 2 to the License Agreement for the removal of aggregate and related materials, and for the grading of the George Ingalls Equestrian Event Center is made and entered into as of this 20th day of January, 2010, by and between the CITY OF NORCO (*the "City"*) and SO CAL SANDBAGS (*the "Contractor"*)

2. RECITALS

2.1 The City and the Contractor have previously entered into a License Agreement dated July 6, 2007 for the purpose of providing for the grading and removal of aggregate and related materials at the George Ingalls Equestrian Event Center, and;

2.2 The City and Contractor have amended the aforementioned License Agreement to modify the terms and conditions with the approval of Amendment No. 1, dated October 1, 2008;

2.3 Pursuant to Section (4) and (6) of the License Agreement a request to extend the Concession License for grading and removal of aggregate and related materials at the George Ingalls Equestrian Event Center has been granted to extend the Agreement to November 30, 2010.

2.4 The City and Contractor now desire to amend the Agreement in order to include additional work as set forth in Section 3 of this Amendment No.2.

3. TERMS

3.1 The Contactor shall provide all necessary materials, equipment and labor to perform the site demolition, clearing and removal of debris of the property known as "Silverlakes", located at 5505 Hamner Avenue, Norco, CA, 92860. Task shall include but not be limited to:

a.) Removal and disposal of all vegetation and shrubs to the native soil leaving nothing taller than 2" above grade.

Amendment No. 2

License Agreement for Grading & Removal of Aggregate at Ingalls Park

Page 2 of 3

b.) Removal and disposal of all stockpiles of green waste generated by WCA Tree Service during their clearing, falling and cutting of all site trees.

c.) Removal of concrete retaining walls, miscellaneous concrete and asphalt roads, and the on-site crushing of these items into 1" (minus) Crushed Miscellaneous Base by the Contractor, with stockpiles of CMB left on site for future use.

d.) Removal and disposal of all miscellaneous fencing, railings, corrals, and hot-walkers.

e.) Demolition and disposal of all structures on site to include foundations and footings of barns, garages, storage buildings, swimming pool, and two story house located near barns; excluding the single story ranch house located on the east side of the property adjacent to the flood control channel. Demolition shall include any and all required City of Norco and State of California permits.

f.) Removal and disposal of driving range lighting to include poles and lights.

g.) Demolition and disposal of all existing septic tanks and related appurtenances.

h.) Excavation and disposal of existing wave pool and all related appurtenances.

3.2 Contractor shall supply all necessary dumpsters and provide haul-off of said dumpsters.

3.3 Contractor shall implement and maintain BMP's of approved Storm Water Pollution Prevention Plan (prepared by others) while occupying the site.

3.4 Upon completion of demolition activities, Contractor shall leave the site with a hard packed surface to prevent burrowing and nesting of animals.

3.5 Contractor shall perform the abovementioned work on a time and material basis for a not to exceed amount of \$285,000.00.

3.6 Contractor shall be allowed 30 working days to complete the above mentioned work.

3.7 All other work and conditions shall be performed as set forth in the Agreement.

3.8 Except as amended by this Amendment No. 2, all provisions of the Agreement, including without limitation the indemnity and insurance provisions, bonds and conditions shall remain in full force and effect and shall govern the actions of the Parties under this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed the Amendment No. 2 on the date first herein above written.

CITY OF NORCO

SO CAL SANDBAGS

By: _____
Mayor

Signature

Name

Title

ATTEST:

By _____
Brenda K. Jacobs
City Clerk

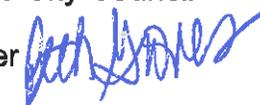
APPROVED AS TO FORM:

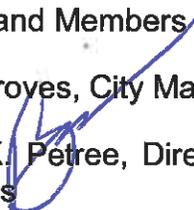
By _____
Harper & Burns, LLP
Counsel

lja-74544

CITY OF NORCO STAFF REPORT

TO: Mayor and Members of the City Council

FROM: Beth Groves, City Manager 

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

DATE: January 20, 2010

SUBJECT: Request for Proposal (RFP) for Management of the George Ingalls Equestrian Event Center

RECOMMENDATION: Approve the Request for Proposal for the Management of the George Ingalls Equestrian Event Center.

SUMMARY: At the Strategic Planning Workshop held on January 18, 2008, the City Council discussed options relative to Ingalls Park operations and maintenance for the concession licensing or development of a lease agreement for the George Ingalls Equestrian Event Center. At its April 2, 2008 meeting, the City Council adopted its Strategic Plan Goals and Goal Number 16 from the Plan refers to the Development of a business plan for the Ingalls Equestrian Events Center development of RFP document. A City Council workshop was held on December 14, 2009 with discussion regarding the issuing of an RFP for the event center.

BACKGROUND/ANALYSIS: On January 18, 2008 the City Council at its Strategic Planning Workshop discussed the potential options relative to a concession license for the operation of the George Ingalls Equestrian Event Center. This goal was put on hold until the City Council could hold a workshop for discussion of various options for the concession of the park.

On December 14, 2009, City Council held a workshop with one of the discussion items being Management Options for George Ingalls Equestrian and Event Center. At this workshop, two options were reviewed regarding the future management of the park. Option 1 is to develop an RFP to seek private management of the facility. Option 2 was to expand upon the internal operation of the facility manage the facility for on a cost recovery basis.

FINANCIAL IMPACT: None
/BP-69657

Attachment



City of
Norco
HORSETOWN USA



Request for Proposals (RFP) For Management of the George Ingalls Equestrian Event Center

***Norco, California
County of Riverside***

I. Overview

The City of Norco (City) has issued this Request for Proposals (RFP) to find qualified entities and operators (“Proposers”) to manage, operate, and oversee the George Ingalls Equestrian Event Center. The City will consider a proposal for operation and management of the Center by one Proposer or one Proposer Team (Proposer).

II. The Site

The George Ingalls Equestrian Event Center (“Site”) is located at 3737 Crestview Drive in Norco, California. The Site is bounded by Pikes Peak Park and Sixth Street on the north, Crestview Drive on the west and south, and open vacant hills immediately east. The Site features Moreno Arena, a covered horse stadium with permanent seating for 2,150. Moreno Arena is equipped with holding pens and chutes to meet the needs of events such as large-scale rodeos. Two warm-up horse corrals that complement a covered facility “Moreno Arena” (150 x 250). Future plans include additional restroom facilities, showers facilities, RV parking and service, capacity to hold 350 portable stalls and a future second covered arena equal in size with a 180 x 280 arena that will also accommodate 4-H/FFA events. The Site is also home to the Norco Animal Shelter and Adoption Center.

George Ingalls Equestrian Event Center hosts numerous equine events including the Norco Valley Fair, and rodeos of the Professional Rodeo Cowboys Association and International Professional Rodeo Association and PRCA California Circuit Finals, making it one of the premier horse facilities in southern California.

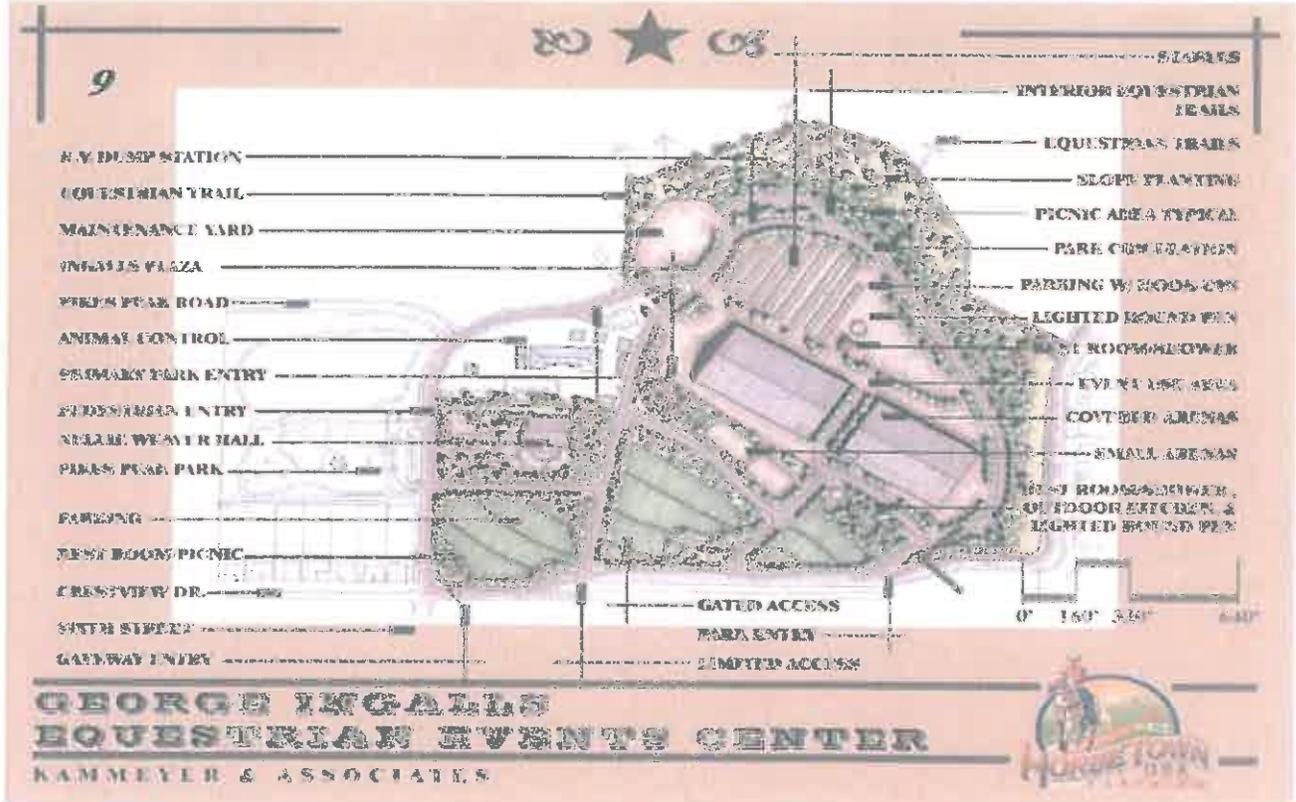
Current Site:



Proposed Site:



Future Master Plan:

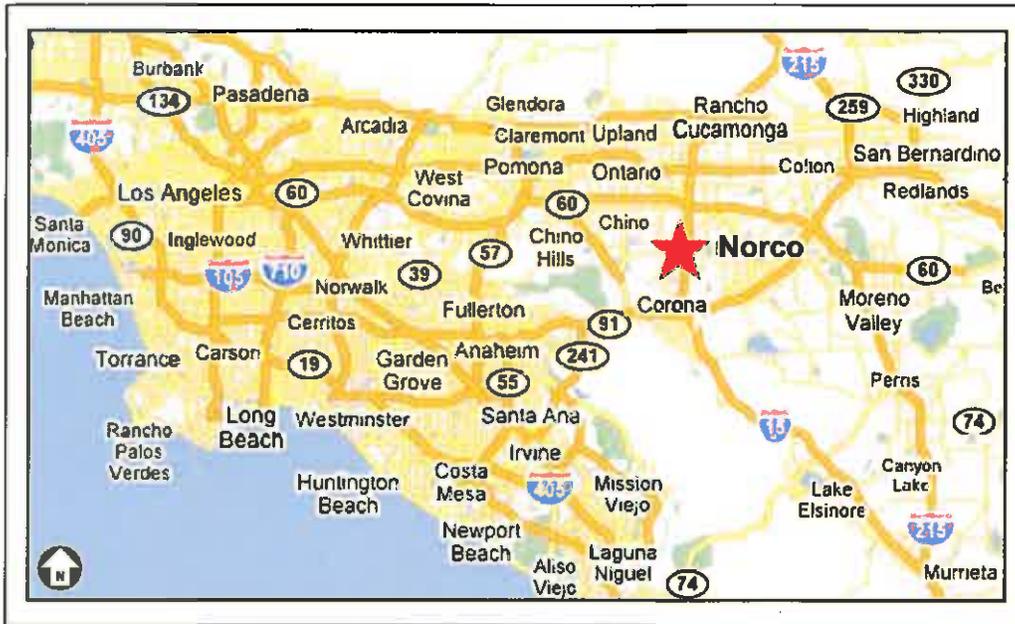


III. Ownership History

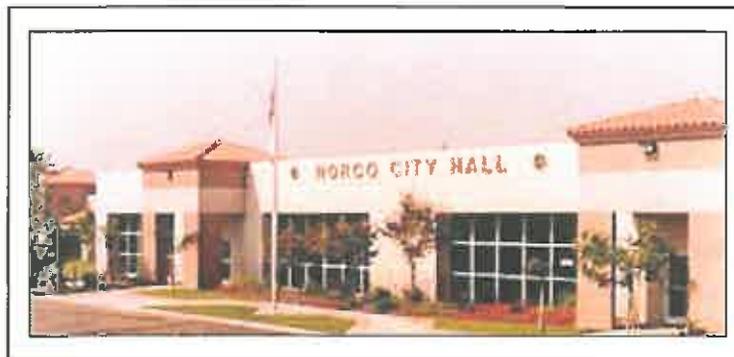
George Ingalls Equestrian Event Center is solely owned and operated by the City of Norco. Built in 1974 as Ingalls Park, the Center is named after George Ingalls, an Army paratrooper in the Vietnam War who was posthumously awarded the Medal of Honor. Ingalls Equestrian Events Center was designed as a horse staging arena, community center, and home of the Norco Animal Shelter. The facility has hosted the Norco County Fair since 1976 along with numerous other equestrian events such as rodeos, riding competitions, and 4-H Livestock Shows. Extensive facility improvements have provided greater stall space and a covered arena.

IV. The City of Norco

The City of Norco was incorporated as a general law City in 1964 and subsequently became a Charter City in 2003. It has a 5-member City Council, with the Council also serving as the Redevelopment Agency Board. Norco is an equestrian-oriented community which is known as "Horsetown, U.S.A." It is located in western Riverside County approximately 50 miles east of Los Angeles, and is bordered by the cities of Ontario, Chino, Corona, Riverside and unincorporated areas of Riverside County. Norco is located 12 miles from the Los Angeles-Ontario International Airport.



The population of Norco was 27,263 in 2006. Norco is home to the U.S. Naval Surface Warfare Center, the California Rehabilitation Center and the Riverside Community College - Norco Campus.



V. Additional Information

Interested parties may contact Brian K. Petree, Director of Parks, Recreation and Community Services, for additional documentation and information. He can be reached at Norco City Hall, 2870 Clark Avenue, Norco CA 92680 or at bpetree@ci.norco.ca.us. Additional documentation and information includes Exhibits attached:

- Master Plan Documents for Future Expansion of the George Ingalls Equestrian Event Center
- A Map of Existing Improvements by Phase
- Facility Use Policy
- Annual Calendar of Events
- Listing of Local Clubs/Group 2 Users and Times of Use
- Lease Agreement Users/Date and Number of Times
- Budget

VI. Objectives of the RFP

George Ingalls Equestrian Event Center plays a vital role in the City of Norco's unique horse culture. The City seeks a private management company that will successfully maintain, support, and oversee the George Ingalls Equestrian Events Center to the long-term benefit of the community.

The Proposer(s) selected by the City will implement management approaches and maintenance planning that will complement the City of Norco's vision for the property. Proposals which include long-term concession agreements for the operation and maintenance of the George Ingalls Equestrian Event Center facilities will receive serious consideration.

The City's preferred site management concepts include:

- Active solicitation of new events, sponsors, and advertisers
- Proper upkeep and maintenance of facilities
- Continued public access and use of horse arenas and staging areas

Responses should detail the qualifications and management experience of the Proposer(s). The Proposer(s) should have demonstrated expertise in the management and operation of large-scale equine and event facilities. Proposer(s) must also have documented and verifiable financial resources, skills, and capabilities as necessary to finance and properly maintain the proposed project.

The City intends to enter into a contractual arrangement with Proposer(s) who will assemble a staff capable of managing, maintaining, financing, and operating the George Ingalls Equestrian Event Center. City will consider the conveyance of portions of the Site to the Proposer(s) via a long-term ground lease or concession license.

Proposer(s) responding to the RFP will be financially responsible for all management and maintenance activities. It is not anticipated that any direct financial assistance will be available from the City.

Depending upon the types of uses that are proposed and the revenues to be generated, the City may request the Proposer(s) to enter into a revenue-sharing agreement or rental concession agreement to help fund future improvements to the Site.

VII. RFQ Process

Additional copies of this RFP may be obtained at Norco City Hall, 2870 Clark Avenue, Norco CA 92860 between the hours of 8:00 a.m. to 6:00 p.m., Monday through Thursday, excluding holidays. Interested parties may request that an RFP be sent via U.S. mail or via e-mail. For further RFP questions, contact Brian K. Petree, Director of Parks, Recreation and Community Services in writing or via email at bpetree@ci.norco.ca.us.

To accommodate all interested parties, **two identical pre-submittal conferences and tours** will be held on March 3, 2010 and March 10, 2010, both at 10:00 a.m. (PST) at Norco City Hall, 2870 Clark Avenue, Norco CA 92860. The conference will outline the George Ingalls Equestrian Event Center opportunity in greater detail, explain the City's goals, review the proposal requirements, and respond to questions from the Proposer(s). A tour of the George Ingalls Equestrian Event Center will be conducted after each conference, weather permitting. It is not mandatory for Proposer(s) to attend the conference or tour.

As a result of the pre-submittal conference, City reserves the right to modify the RFP as it deems necessary.

Ten (10) copies of the RFP response must be submitted to Brian K. Petree, Director of Parks, Recreation and Community Services, by 3:00 p.m. (PST), on March 23, 2010. One complete set should contain original signatures, be marked "ORIGINAL", and be left unbound. Late responses will not be accepted.

Summary of Key Dates

RFP Issued	February 11, 2010
Pre-submittal Conference & Tour	March 3, 2010 or March 10, 2010
Response Due Date	March 23, 2010 – 3:00 p.m.
Screening	March 24 – April 8, 2010
Interviews	April 19, 2010 – May 24, 2010
City Council Consideration	June 2, 2010

The above dates are subject to modification, at the City's discretion.

Proposer (s) will be responsible for all costs associated with the RFP process. If selected by City, Proposer(s) will be responsible for all costs incurred by the Proposer(s) associated with the negotiation, as well as all costs associated with the entitlement, permitting, or CEQA processing and development if required.

The selected Proposer(s) will work closely with the City to establish general design parameters for the proposed management and maintenance scheme.

VIII. Submittal Requirements

Respondents shall submit ten (10) copies of their entire RFP documents. One complete set of documents shall contain original signatures, be clearly marked "ORIGINAL" and left unbound. An electronic copy of the entire RFP document is desired, but not required.

Respondents shall follow the Submission Requirements described below. Failure to comply with the RFP instructions may be cause for rejection.

City reserves the right, in its sole discretion, to accept or reject any or all responses. The City further reserves the right to seek clarification of information submitted in response to this RFP.

City is requesting responses which detail and demonstrate the qualifications and relevant project experience of the Proposer(s). While not required as part of the submitted proposal, project plans, concepts or conceptual renderings for the proposed development are encouraged.

Responses should contain the following items in the specified order and be organized with tabs that correspond to the sections enumerated below. The respondent may designate portions of the response, which contain proprietary data as "CONFIDENTIAL." Pages should be clearly marked as confidential, if applicable.

1. **Cover Letter.** A cover letter signed by an authorized representative of the respondent which provides a summary of the Proposer's team and concept for management.
2. **Development Team Information.** Proposer(s) must submit a description of the anticipated management team structure and staff members. The key contact person for the team must be clearly designated. This staff information will include current resumes of the individuals with direct project responsibility, the specific role/responsibility each would play in this project, as well as the experience these individuals have in similar projects identified in the "Relevant Project Experience" section below. The City realizes that it may not be possible to designate all team members at such an early stage of project planning, however, project management and planning team members should be identified as clearly as possible, i.e., lenders, general contractors, management personnel, etc. Proposals must include a discussion of the intended legal structure of the development entity and overall team organization.
3. **Relevant Project Experience.** Proposer(s) must describe current and previous experience with comparable management projects and facilities. As appropriate, this information should include a project description, photos or plan copies, uses and events, dates of management, developer role, financing sources, duration of transition process, or additional information that can adequately describe prior management experience. Descriptions of previously managed projects must include contact names, addresses, phone numbers, and other current information in order for the City to contact them. Designated contact persons must be available to respond to questions from City.
4. **Financial Data.** While it is premature to identify specific sources of equity and debt financing for the project being proposed, information should be provided for financing sources and debt structures of past projects. Proposer(s) must also describe the staff's ability to provide the equity and debt capital necessary to successfully fund and/or finance the project proposed. Annual reports, banking references and other fiscal data which clearly demonstrate the financial capacity of the Proposer team must be included.

5. Project Approach. Proposer(s) must generally outline their team's management approach for previous projects that are comparable in scope to the George Ingalls Equestrian Events Center. Proposer must demonstrate the following:

- Provide a statement that demonstrates how they will provide local assistance to historical permitted users as defined in the City's current facility use policy and calendar event schedule to include current lease holders' event schedules.
- Proposer(s) must demonstrate how its firm will work with the City to implement the future expansion of the George Ingalls Equestrian Event Facility through the "George Ingalls Equestrian Event Facility Master Plan".
- Proposer must identify their intent on how they would like to proceed in the development of the Capital Fund Improvement Fund. This may be done through a Capital Improvement partnership and joint sharing of revenues.

6. References. Proposer(s) must provide an accurate list of no less than three financial/lending references (name, title, entity, telephone number and contractual relationship to respondent) that may be contacted with respect to current and past project experience. Also required is a list of at least three public officials involved in the projects that are identified as examples of Relevant Project Experience. Proposer(s) must verify prior to submission that the contact person is still available since the time the particular project was completed.

7. Legal Actions. Proposer(s) must provide a list and brief description of all relevant legal actions for the past seven years in which the Proposer or entities in which he/she/it has had ownership interests, or has been: a debtor in bankruptcy; or a defendant in a lawsuit for deficient performance under a contract; or a defendant in an administrative action for deficient performance related to a real estate project; or a defendant in any other related or relevant civil or criminal action.

IX. Response Deadline

All responses must be received by the City of Norco at the address below **no later than 3:00p.m. (PST), Tuesday, March 23, 2010.**

Submit responses to:
Brian K. Petree, Director of Parks, Recreation and Community Services
THE CITY OF NORCO
2870 Clark Avenue
Norco CA 92860

Late responses will not be accepted. All materials submitted become the property of City. The respondent may designate portions of the response, which

contain proprietary data as "CONFIDENTIAL." Pages should be clearly marked as confidential, if applicable.

Any material misrepresentations made by the respondent will void the proposal response and eliminate the respondent from further consideration. City reserves all rights with regard to this solicitation, including but not limited to revising this RFP, rejecting all proposals at its sole discretion, or any other action deemed to be in the best interest of the City.

X. Evaluation Criteria

The following criteria will be used to evaluate developer responses:

- The Proposer's experience in both formulating and implementing successful projects similar to what is being proposed.
- Demonstrated experience and financial capacity to start and complete projects that are similar to those requested in this RFP.
- Demonstrated ability to structure public/private development and financial arrangements that eliminates or minimizes the City risk while maximizing the public's return on assets and other public benefits.
- Experience of key project team members with similar projects.

City reserves the right to request clarification or additional information from respondents, if necessary.

XI. Selection Process & Schedule

City will utilize a two-tiered process in their selection process.

Screening Committee: First, a Screening Committee comprised of City staff, will review and rank all responses using the criteria previously listed.

Selection Committee: Second, a Selection Committee comprised (assuming no member has a conflict of interest with any proposer) of representative(s) from the City Council, City Manager, Assistant City Manager, the City's Parks, Recreation and Community Services Director and a Parks and Recreation Commission member, will interview a number of the highest scoring respondents. This Selection Committee will recommend a finalist candidate or candidates to the full City Council who, sitting will make the final selection from among the respondents.

Schedule and Description of Key Dates/Events:

- February 11, 2010 **RFP Issued.** Copies of the RFP will be mailed to potential Proposers. Interested parties may request copies of the RFP by contacting Brian K. Petree, Director of Parks Recreation and Community Services, 2870 Clark Avenue, Norco CA 92680 at bpetree@ci.norco.ca.us
- March 3, 2010
March 10, 2010 **Pre-Submittal Conferences and Tours.** Two pre-submittal conferences will be held – both at **10:00 a.m. (PST)** - on **Wednesday, March 3, 2010** and **Wednesday, March 10, 2010** at Norco City Hall, 2870 Clark Avenue, Norco CA 92680, followed by a tour of the George Ingalls Event Center
- March 23, 2010 **RFP Responses Due.** Responses are due at **3:00 p.m. (PST)**. Late responses will not be accepted.
- March 24 – April 8, 2010 **Screening Committee Ranks and Recommends Finalists.** The Screening Committee completes the initial ranking of the RFP responses.
- April 19 – May 24, 2010 **Interviews conducted by Selection Committee.** The Selection Committee will interview a selection of the highest scoring respondents. This Selection Committee will then rank all interviewees. The top-ranked Proposer(s) will be recommended to City Council.
- June 2, 2010 **City Council.** The City will consider the recommendations of the Selection Committee at a public hearing, and vote on selection of a Proposer(s) candidate. The selected Proposer(s) will then be provided the opportunity to enter into negotiations with the City to manage the property.

The City reserves the right to amend the RFP, reject all proposals at its sole discretion, extend the negotiations period, or to initiate negotiations with the next highest ranked Proposer(s) if negotiations with the top-ranked Proposer(s) do not result in a Concession License Agreement.

bp/68202

**CITY OF NORCO
MEMORANDUM**

TO: Honorable Mayor and Members of the City Council

FROM: Beth Groves, City Manager 

PREPARED BY: Brenda K. Jacobs, City Clerk 

DATE: January 20, 2010

SUBJECT: A City-Initiated Proposal to Establish a New Zone with Corresponding Development Standards Entitled "Preservation and Development" Zone (Zone Code Amendment 2009-01)

RECOMMENDATION: Adopt **Ordinance No. 915** for second reading.

SUMMARY: The first reading of Ordinance No. 915 was held on December 16, 2009 and was unanimously adopted by the City Council. Staff is recommending that the City Council adopt Ordinance No. 915 for second reading. This code change is a City-initiated proposal to establish a new zone with corresponding development standards entitled "Preservation and Development" Zone."

Attachment: Ordinance No. 915

/bj-74418

ORDINANCE NO. 915

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORCO APPROVING AN AMENDMENT TO TITLE 18, BY ADDING CHAPTER 18.62 WITH ANY RELATED CROSS-REFERENCES IN OTHER CHAPTERS AS NEEDED ESTABLISHING THE PRESERVATION AND DEVELOPMENT ZONE. ZONE CODE AMENDMENT 2009-01

WHEREAS, the CITY OF NORCO initiated Zone Code Amendment 2009-01, an amendment to Norco Municipal Code Title 18 (Zoning Code), adding Chapter 18.62 to establish the Preservation and Development Zone with related development standards; and

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

WHEREAS, the Zone Code Amendment was scheduled for public hearing on November 25, 2009 on or about 7 p.m. in the Council Chambers at 2820 Clark Avenue, Norco, California 92860; and

WHEREAS, at the time set, the Planning Commission held a public hearing and received both oral and written testimony pertaining to the Zone Code Amendment; and

WHEREAS, based on findings of fact, the Planning Commission adopted Resolution 2009-23 recommending to the City Council that Zone Code Amendment 2009-01 be approved for reasons set forth in said Resolution; and

WHEREAS, hearing of said Zone Code Amendment was duly noticed and scheduled for public hearing by the City Council at its meeting of November 4, 2009, on or about 7 p.m. in the Council Chambers of the Norco City Hall, 2820 Clark Avenue, Norco, California, 92860; and

WHEREAS, prior to opening the public hearing said item was taken off-calendar; and

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

WHEREAS, said City Council held a public hearing and received oral and written testimony pertaining to said Zone Code Amendment; and

WHEREAS, the City of Norco acting as the Lead Agency has determined that the project will not create a significant impact pursuant to the California Environmental Quality Act (CEQA) and the City of Norco Environmental Guidelines and Negative Declaration was adopted.

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

Title 18 (Zoning) of the Norco Municipal Code be revised as follows:

Chapter 18.62
PRESERVATION AND DEVELOPMENT ZONE

Sections:

- 18.62.02 Intent and Purpose.
- 18.62.04 Applicability.
- 18.62.06 Uses permitted through approval of a Specific Plan.
- 18.62.08 Residential Uses.
- 18.62.10 Specific Plan Requirement.

18.62.02 Intent and Purpose.

The Preservation and Development Zone is intended to provide for the coordinated development of planned commercial projects in an orderly and aesthetically pleasing manner that recognizes and preserves significant natural landscape features, open lands, and historical buildings. The Zone establishes a more comprehensive review procedure with flexibility in development standards to accommodate existing features. It is intended that areas with the PAD Zone are developed in a manner that will reflect the unique character of the congruous area upon which the zoning exists whether it be natural conditions or the built environment.

18.62.04 Applicability.

The regulations and general rules set forth in this Chapter shall apply in Preservation and Development Zones. The regulations provide for a review of comprehensive development plans and for use and development on existing lots. Where a conflict occurs between the requirements of this chapter and other City requirements, this Chapter shall apply. Any proposed project including, but not limited to, division of land, site plan or any grading wholly or partially within a Preservation and Development Zone shall be subject to the provisions of this Chapter.

18.62.06 Uses permitted through approval of a Specific Plan.

The following category of uses (excluding permanent residential uses) may be permitted upon approval of a Specific Plan. A detailed list and description of individually permitted uses and development standards will be established with the adopted Specific Plan pursuant to Chapter 18.52.

- (1) Planned mixed-use commercial/office park projects.
- (2) Planned recreational projects.
- (3) Planned resort projects.

18.62.08 Residential Uses.

Permanent residential uses are not permitted. Transient occupancy residential uses related to tourism and travel can be permitted through approval of a Specific Plan pursuant to Section 18.62.06.

18.62.10 Specific Plan Requirement

To assure that the requirements of this chapter are properly met and the area is comprehensively planned, a Specific Plan as authorized in the California Government Code (commencing with Section 65450) and processed in the manner set forth in Chapter 18.52 (Specific Plan) of this Code must be in effect prior to the approval of any subdivision of land, and prior to the grading of property for anything other than emergency public safety purposes.

SECTION 2: EFFECTIVE DATE: This Ordinance shall become effective 30 days after final passage thereof.

SECTION 3: SEVERABILITY: If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. The Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, and phrase, hereof, irrespective of the fact that any one or more of the sections, subsections, sentences, clauses, or phrases hereof be declared invalid or unconstitutional.

SECTION 4: POSTING: The Mayor shall sign this Ordinance and the City Clerk shall attest thereto and shall cause the same within 15 days of its passage to be posted at no less than five public places within the City of Norco.

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held January 20, 2010.

Mayor of the City of Norco, California

ATTEST:

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

I, BRENDA K. JACOBS, City Clerk of the City of Norco, California, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Norco, California, duly held on December 16, 2009 and thereafter at a regular meeting of said City Council duly held on January 20, 2010, it was duly passed and adopted by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Norco, California, on January 20, 2010.

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

/sk-73985

**CITY OF NORCO
MEMORANDUM**

TO: Honorable Mayor and Members of the City Council

FROM: Beth Groves, City Manager 

PREPARED BY: Brenda K. Jacobs, City Clerk 

DATE: January 20, 2010

SUBJECT: A City-Initiated Proposal to Change Existing Zoning on Property Corresponding to Former Wyle Laboratories Property from "General Manufacturing" and "Hillside" to "Preservation and Development." (Zone Change 2009-01)

RECOMMENDATION: Adopt **Ordinance No. 916** for second reading.

SUMMARY: The first reading of Ordinance No. 916 was held on December 16, 2009 and was unanimously adopted by the City Council. Staff is recommending that the City Council adopt Ordinance No. 916 for second reading. This code change is a City-initiated proposal to change existing zoning on property corresponding to the former Wyle Laboratories property from "General Manufacturing" and "Hillside" to "Preservation and Development."

Attachment: Ordinance No. 916

/bj-74420

ORDINANCE NO. 916

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA AMENDING TITLE 18 OF THE NORCO ZONING ORDINANCE BY CHANGING THE ZONING ON PROPERTY ASSOCIATED WITH THE FORMER WYLE LABORATORIES FROM GENERAL MANUFACTURING AND HILLSIDE TO PRESERVATION AND DEVELOPMENT. ZONE CHANGE 2009-01 (APN 123-080-028; 123-260-003, -004, -006, -010; 123-250-007, -006, -005; 123-320-001; 123-330-011, -001, -036)

WHEREAS, the City of Norco, California initiated Zone Change 2009-01 on property generally described as:

Portions of Sections 8, 17, 18 of T. 3S., R. 6W as shown on Map Book 123, Pages 8, 26, 25,32, 33 of Maps, Records of Riverside County, State of California.

WHEREAS, said application has been duly submitted to the City's Planning Commission for decision and recommendation at a public hearing on or about 7 p.m. on November 25, 2009, for which proper notice was given; and

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

WHEREAS, based on findings of fact, said Planning Commission did adopt Planning Commission Resolution 2009-24 recommending that the City Council approve Zone Change 2009-01 for reasons set forth in said resolution; and

WHEREAS, hearing of said zone change was duly noticed and scheduled for public hearing by the City Council at their meeting of November 4, 2009 on or about 7 p.m. in the Norco City Council Chambers, 2820 Clark Avenue, Norco, California, 92860; and

WHEREAS, prior to opening the public hearing said item was taken off-calendar; and

WHEREAS, the Zone Change was duly re-submitted to said City Council for decision at a public hearing for which proper notice was given; and

WHEREAS, hearing of said zone change was duly re-noticed and scheduled for public hearing by the City Council at their meeting of December 16, 2009 on or about 7 p.m. in the Norco City Council Chambers, 2820 Clark Avenue, Norco, California, 92860; and

WHEREAS, the City of Norco, acting as the Lead Agency, has determined that the project will not create significant negative impact pursuant to the California Environmental Quality Act and the City of Norco Environmental Guidelines and a Negative Declaration was adopted.

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

I. FINDINGS:

- A. The proposed zone change does comply with all applicable requirements of the Norco Municipal Code, the Zoning Ordinance and the General Plan in that the proposed zoning is consistent with the General Plan Land Use Designation of Preservation and Development.
- B. The proposed zone change is reasonably compatible with the area immediately surrounding the project site in that the property has been recently vacated and is not being used and the new zoning will require development pursuant to standards to be set forth within a specific plan to insure compatibility to surrounding areas.
- C. The proposal is not detrimental or non-desirable to the public convenience or general welfare of the persons residing or working in the surrounding neighborhood.
- D. The proposal is not injurious to surrounding properties, nor does the project adversely impact the use of adjoining parcels.
- E. The City of Norco has been determined to be the lead agency for environmental reporting purposes pursuant to State and local environmental guidelines, and has determined that the project will not create a significant impact pursuant to the California Environmental Quality Act and the City of Norco Environmental Guidelines and a Negative Declaration was adopted.

II. DETERMINATION:

NOW, THEREFORE, in light of evidence and testimony presented at the hearing on this application, and in conformity with the findings set forth hereinbefore, and with the requirements necessary for the approval of the Zone Change, the City Council for the City of Norco does hereby approve Zone Change 2009-01.

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held January 20, 2010.

Mayor of the City of Norco, California

ATTEST:

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

I, BRENDA K. JACOBS, City Clerk of the City of Norco, California, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Norco, California, duly held on December 16, 2009 and thereafter at a regular meeting of said City Council duly held on January 20, 2010, it was duly passed and adopted by the following vote of the City Council.

AYES:
NOES:
ABSENT:
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Norco, California, on January 20, 2010.

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

/sk-73986

**CITY OF NORCO
MEMORANDUM**

TO: Honorable Mayor and Members of the City Council

FROM: Beth Groves, City Manager 

PREPARED BY: Brenda K. Jacobs, City Clerk 

DATE: January 20, 2010

SUBJECT: A City-Initiated Proposal to Change Existing Zoning on Property Corresponding to the Former Norconian Resort around Lake Norconian from "Open Space" and "Limited Development" to "Preservation and Development" (Zone Change 2009-02)

RECOMMENDATION: Adopt **Ordinance No. 917** for second reading.

SUMMARY: The first reading of Ordinance No. 917 was held on December 16, 2009 and was unanimously adopted by the City Council. Staff is recommending that the City Council adopt Ordinance No. 917 for second reading. This code change is a City-initiated proposal to change existing zoning on property corresponding to the former Norconian Resort around Lake Norconian from "Open Space" and "Limited Development" to "Preservation and Development."

Attachment: Ordinance No. 917

/bj-74421

ORDINANCE NO. 917

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA AMENDING TITLE 18 OF THE NORCO ZONING ORDINANCE BY CHANGING THE ZONING ON PROPERTY ASSOCIATED WITH THE FORMER NORCONIAN RESORT AROUND LAKE NORCONIAN FROM OPEN SPACE AND LIMITED DEVELOPMENT TO PRESERVATION AND DEVELOPMENT. ZONE CHANGE 2009-02 (APN 129-190-003, -002; 129-200-008, -007, -005; 129-210-006, -005, -004)

WHEREAS, the City of Norco, California initiated Zone Change 2009-02 on property generally described as:

Portions of Section 31 of T. 2S., R. 6W as shown on Map Book 152, Pages 6, 7 of Maps, Records of Riverside County, State of California.

WHEREAS, said application has been duly submitted to the City's Planning Commission for decision and recommendation at a public hearing on or about 7 p.m. on November 25, 2009, for which proper notice was given; and

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

WHEREAS, based on findings of fact, said Planning Commission did adopt Planning Commission Resolution 2009-25 recommending that the City Council approve Zone Change 2009-02 for reasons set forth in said resolution; and

WHEREAS, hearing of said zone change was duly noticed and scheduled for public hearing by the City Council at their meeting of November 4, 2009 on or about 7 p.m. in the Norco City Council Chambers, 2820 Clark Avenue, Norco, California, 92860; and

WHEREAS, prior to opening the public hearing said item was taken off-calendar; and

WHEREAS, the Zone Change was duly re-submitted to said City Council for decision at a public hearing for which proper notice was given; and

WHEREAS, hearing of said zone change was duly re-noticed and scheduled for public hearing by the City Council at its meeting of December 16, 2009 on or about 7 p.m. in the Norco City Council Chambers, 2820 Clark Avenue, Norco, California, 92860; and

WHEREAS, the City of Norco, acting as the Lead Agency, has determined that the project will not create significant negative impact pursuant to the California Environmental Quality Act and the City of Norco Environmental Guidelines and a Negative Declaration was adopted.

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

I. FINDINGS:

- A. The proposed zone change does comply with all applicable requirements of the Norco Municipal Code, the Zoning Ordinance and the General Plan in that the proposed zoning is consistent with the General Plan Land Use Designation of Preservation and Development.
- B. The proposed zone change is reasonably compatible with the area immediately surrounding the project site in that the property, while not vacant or vacated, and not presently under jurisdiction of the City even though within City boundaries, eventually will require new zoning and development standards to be set forth within a specific plan, to insure compatibility to surrounding areas once the effected properties come under jurisdiction of the City.
- C. The proposal is not detrimental or non-desirable to the public convenience or general welfare of the persons residing or working in the surrounding neighborhood.
- D. The proposal is not injurious to surrounding properties, nor does the project adversely impact the use of adjoining parcels.
- E. The City of Norco has been determined to be the lead agency for environmental reporting purposes pursuant to State and local environmental guidelines, and has determined that the project will not create a significant impact pursuant to the California Environmental Quality Act and the City of Norco Environmental Guidelines and a Negative Declaration was adopted.

II. DETERMINATION:

NOW, THEREFORE, in light of evidence and testimony presented at the hearing on this application, and in conformity with the findings set forth hereinbefore, and with the requirements necessary for the approval of the Zone Change, the City Council for the City of Norco does hereby approve Zone Change 2009-02.

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held January 20, 2010.

Mayor of the City of Norco, California

ATTEST:

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

I, BRENDA K. JACOBS, City Clerk of the City of Norco, California, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Norco, California, duly held on December 16, 2009 and thereafter at a regular meeting of said City Council duly held on January 20, 2010, it was duly passed and adopted by the following vote of the City Council.

AYES:
NOES:
ABSENT:
ABSTAIN:

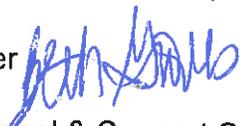
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Norco, California, on January 20, 2010.

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

/sk-73987

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the Norco City Council

FROM: Beth Groves, City Manager 

PREPARED BY: Andy Okoro, Director of Fiscal & Support Services 

DATE: January 20, 2010

SUBJECT: City-Initiated Proposal to Amend Title 6, Chapter 6.42 of the Norco Municipal Code Applying the Ten Percent (10%) Waste Hauler Franchise Fee to Service Providers Other Than the City's Exclusive Franchisee for Refuse Collection, Recycling and Disposal

RECOMMENDATION: **Adopt Ordinance No. ____** for first reading.

SUMMARY: The existing Code Section pertaining to licensing fees is silent on the application of the ten percent (10%) franchise fee for the City's exclusive franchisee for refuse collection, recycling and disposal, as well as for independent waste haulers lawfully contracted by other governmental entities, such as the California Department of Corrections, Riverside Community College District or Corona-Norco Unified School District. The proposed ordinance amending this chapter of the Municipal Code will clarify and formally codify the application of this franchise fee.

BACKGROUND/ANALYSIS: Currently, Waste Management, Inc. is the City of Norco's exclusive franchisee for refuse collection, recycling and disposal, pursuant to an agreement dated April 15, 1998. In that agreement, a 10% franchise fee, based on gross revenues from all services, is charged to Waste Management. The 10% fee imposed by Norco is about average for Riverside County municipalities. The subject Code Amendment seeks to formalize that fee for the current franchisee and subsequent franchisees, as well as other providers lawfully contracted by eligible property owners, such as government entities.

The rational basis for the imposition of a franchise fee is to defray the substantial costs associated with the maintenance and repair of City rights-of-way that are adversely impacted by the heavy equipment used by waste haulers. Because waste haulers other than the exclusive franchisee are not explicitly required to pay the 10% fee, the City potentially suffers a significant loss of revenue and therefore impedes the City from conducting regular maintenance and repair to its rights-of-way. As a matter of practice, the fee is generally voluntarily paid by independent waste haulers, but the absence of any explicit language in the Municipal Code provides a loophole for service providers unwilling to pay. The proposed amendment, therefore, simply codifies standard practice

Ordinance No. _____

Page 2

January 20, 2010

and ensures that all future contractors, both exclusive franchisees and independent haulers, pay the 10% franchise fee to the city.

FINANCIAL IMPACT: Adoption of the Ordinance will prevent potential refuse hauling fee revenue leakage.

Attachment: Proposed Ordinance
/ao-74458

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORCO APPROVING AN AMENDMENT TO TITLE 6, CHAPTER 6.42 OF THE NORCO MUNICIPAL CODE TO APPLY THE TEN PERCENT (10%) WASTE HAULER FRANCHISE FEE TO SERVICE PROVIDERS OTHER THAN THE CITY'S EXCLUSIVE FRANCHISEE FOR REFUSE COLLECTION, RECYCLING AND DISPOSAL.

WHEREAS, Waste Management, Inc. is the City of Norco's current exclusive franchisee for refuse collection, recycling and disposal, pursuant to an agreement dated April 15, 1998; and

WHEREAS, the City's agreement with Waste Management, Inc. includes a 10% franchise fee, based on gross revenues from all services; and

WHEREAS, this 10% fee imposed by the City is average for Riverside County municipalities; and

WHEREAS, a Code Amendment will formalize that fee for the current franchisee and subsequent franchisees, as well as other providers lawfully contracted by eligible property owners; and

WHEREAS, the City of Norco, acting as the Lead Agency, has determined that this Code Amendment is categorically exempt from the California Environmental Quality Act (CEQA) and the City of Norco Environmental Guidelines.

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

SECTION 1: Norco Municipal Code Title 6 "Health and Sanitation" is hereby amended as follows.

Section 6.42.020 "License -- Required Exceptions" of Chapter 6.42 the Norco Municipal Code is hereby amended as follows:

It shall be unlawful for any person to collect or transport refuse or recyclable materials in the incorporated area of the City without an unrevoked current license issued by the City. Applications for a license shall be made to the City upon an approved form. Persons hauling refuse or garbage from their residences or refuse or garbage produced in the course of their own business or occasional hauling for others where there is no charge for such service shall not be required to comply with the equipment standards set forth in this Chapter. In the event that the City determines pursuant to Public Resources Code, Section 40059, to award an exclusive franchise to

provide for refuse collection, recycling and disposal in residential and/or commercial/industrial areas of the City, it shall be unlawful for any person or entity other than the franchisee to collect, recycle or dispose of refuse, including recyclable materials generated within the City. In the event that the City, pursuant to the Public Resources Code, Section 40059, awards an exclusive franchise to provide for refuse collection, recycling and disposal services, a franchise fee equivalent to ten percent (10%) of franchisee's gross revenues from all services shall be imposed by the City to defray the costs of maintaining and repairing City rights-of-way affected by heavy equipment used by the franchisee.

To the extent that any provision of the franchise agreement is inconsistent with this Chapter, the provision of the franchise agreement shall prevail. Notwithstanding the above, this provision shall specifically not preclude individual residential property owners from recycling personally any of their own refuse, nevertheless, all persons and entities shall be required to participate in any franchise program enacted by the City pursuant to the California Integrated Waste Management Act of 1989. (Ord. 633, 1993; Ord. 433 Sec. 2, 1979). In the event that an eligible property owner, such as a government entity, lawfully contracts with a waste hauler other than the exclusive franchisee for refuse collection, recycling and disposal services, a franchise fee equivalent to ten percent (10%) of hauler's gross revenues from all services may be imposed by the City to defray the costs of maintaining and repairing City rights-of-way affected by heavy equipment used by the private contractors. Any waste hauler not bound to an exclusive franchise agreement shall provide detailed quarterly reports on its activities in a form approved by the City.

SECTION 2: EFFECTIVE DATE: This Ordinance shall become effective 30 days after final passage thereof.

SECTION 3: SEVERABILITY: If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. The Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, and phrase, hereof, irrespective of the fact that any one or more of the sections, subsections, sentences, clauses, or phrases hereof be declared invalid or unconstitutional.

SECTION 4: POSTING: The Mayor shall sign this Ordinance and the City Clerk shall attest thereto and shall cause the same within 15 days of its passage to be posted at no less than five public places within the City of Norco.

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held February 3, 2010.

Mayor of the City of Norco, California

ATTEST:

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

I, BRENDA K. JACOBS, City Clerk of the City of Norco, California, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Norco, California, duly held on January 20, 2010 and thereafter at a regular meeting of said City Council duly held on February 3, 2010, it was duly passed and adopted by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Norco, California, on February 3, 2010.

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

/ao-74459

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Beth Groves, City Manager 

PREPARED BY: Brian Oulman, Economic Development Director 
Bill Wilkman, Historic Preservation Consultant

DATE: January 20, 2010

SUBJECT: Approval of the Organizational Strategy for Norconian Preservation Strategic Plan

RECOMMENDATION: 1. Approve the organizational strategy for the Norconian Preservation Strategic Plan; and

2. Appoint two Members of the Norco City Council to serve on the Norconian Strategic Plan Committee.

SUMMARY: The Norco Historic Preservation Commission (NHPC) has reviewed a draft organizational strategy for development of a Strategic Plan for the preservation of the former Norconian Club Hotel site. The draft document is being presented for City Council approval along with a recommendation to appoint two City Council Members.

BACKGROUND/ANALYSIS: Goal No. 2 of the City of Norco's Strategic Plan for 2008 and 2009 is to: "initiate policies to facilitate the eventual preservation and restoration of the Norconian Hotel and surrounding historical properties."

In order to effectively influence preservation of the Norconian and to position the City for the possible transfer of Norconian lands for private use, it is important that the City have an effective Strategic Plan to guide its efforts and future actions. A Strategic Plan will help the City to work more effectively with current Norconian landholders and to help secure the assistance of administrators and elected officials who can assist in preservation and reuse efforts. It will also serve as a valuable tool to obtain grants for preservation related planning, documentation, and work.

Bill Wilkman, Norco's Historic Preservation Consultant, and City Staff have been working with the NHPC to develop a framework for the development of a Strategic Plan (see Exhibit "A"). Essentially the proposed Strategic Plan Program involves the following steps:

1. Secure City Council approval of the proposed Strategic Plan Program, including the creation of a Strategic Plan Committee consisting of representatives from the City Council, City Staff, the NHPC, and Planning Commission.

2. Organize a series of Committee meetings to develop a draft plan and to consider comments from current Norconian landholders, including the Navy, State of California, and Riverside Community College.
3. Forward the draft plan to the City Council for adoption.
4. Monitor the implementation of the plan via quarterly meetings of the Strategic Plan Committee.

The Norco City Council indicated conceptual support for the creation of a Norconian Strategic Plan at a study session meeting held on December 14, 2009.

At its meeting on January 4, 2010, the NHPC reviewed the draft document and recommended approval of the strategy with the exception of the number of NHPC members to serve on the Committee. Specifically, the NHPC strongly recommends having two of its members serve, as opposed to one member and one alternate member. The primary reason for this recommendation is due to the particular importance of the topic which is directly related to the Norconian Hotel property.

Staff recommends that the City Council approve the draft document as shown in Exhibit "A" and provide final direction regarding the composition of the NHPC membership. Staff further recommends that the City Council appoint two of its members to serve on the Norconian Strategic Plan Committee.

Upon approval of the strategy document, the NHPC and the Norco Planning Commission will be asked to select members to serve on the Committee.

FINANCIAL IMPACT: N/A

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Attachment: Exhibit "A" Norconian Preservation Strategic Plan

EXHIBIT "A"

NORCONIAN PRESERVATION STRATEGIC PLAN Organizational Strategy

PURPOSES OF THE STRATEGIC PLAN:

While authority over Norconian lands and uses lies in the hands of state, federal, and community college agencies, the Norconian is the City's most significant historical resource and it is important that it take a proactive preservation role. The City also needs to prepare for the possibility that it will have greater control should any lands be transferred to private ownership. With this in mind, the following are the purposes of creating a Norconian Preservation Strategic Plan:

1. To develop a strategy through which the City of Norco can encourage the documentation, listing, and preservation of Norconian historical features.
2. To encourage compatibility between future uses and existing historical features.
3. To establish ongoing communications between the City of Norco and all stakeholders with control over the historical features of Norconian lands.

COMPOSITION OF THE NORCONIAN STRATEGIC PLAN COMMITTEE:

- Two members of the City Council
- One City Planning Commissioner, plus one Alternate
- One Historic Preservation Commissioner, plus one Alternate
- City Manager
- Cultural Resources Administrator
- Planning Manager

Bill Wilkman, Wilkman Historical Services, will serve as facilitator.

TOPICS TO BE ADDRESSED IN THE STRATEGIC PLAN:

To assure the Strategic Plan's success, it is important that it be developed around a basic framework. For each topic in the framework, the Committee would develop a goal or goals. The following topics are suggested:

- Documentation and designation of historic features
- Maintenance/restoration of historic features
- Ongoing communication and coordination
- Public awareness
- Planning for future uses on and around the Norconian site
- Transfers of land between governmental agencies and to private entities

For each goal, an action plan would be developed that would lead to the achievement of the goal. Each component of the action plan would have a target date for completion and would be assigned to a responsible party.

ORGANIZATION OF STRATEGIC PLAN'S DEVELOPMENT:

It is suggested the development of the Strategic Plan be organized into the following phases:

Phase 1: The committee meets to develop a rough draft plan. Due to the limited size of the committee, it is suggested that all work be done by the committee as a whole. Flip charts are used to document the committee's ideas.

Phase 2: Subsequent to the meeting, the facilitator refines the flip chart ideas into a formal draft, with input from the City Manager, Cultural Resources Administrator, and Planning Manager.

Phase 3: The committee meets once again to review the formal draft, make any changes and adopt a draft plan.

Phase 4: The City Manager distributes the draft to the State, Navy and RCC for comments and recommendations.

Phase 5: Taking these comments, the facilitator and City staff revise, as appropriate, the draft plan.

Phase 6: The committee meets to review the revised draft and adopt a final draft plan.

Phase 7: The final draft is forwarded to the Historic Preservation and Planning Commissions for recommendations and then to the City Council for adoption.

Phase 8: The committee meets quarterly to monitor the implementation of the Strategic Plan.

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CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Beth Groves, City Manager 
DATE: January 20, 2010
SUBJECT: Update on the Discussions Regarding the Norco Valley Fair
RECOMMENDATION: Staff is Requesting City Council Direction.

SUMMARY: At its December 16, 2009 meeting, the City Council directed the City Manager to meet with representatives of the Norco Chamber of Commerce to determine whether or not the Chamber is planning to sponsor a 2010 Norco Valley Fair.

BACKGROUND/ANALYSIS: On January 11, 2010, a meeting was held between representatives of the City and representatives of the Norco Chamber of Commerce. The Chamber representatives in attendance, Kevin Russell and Gary Hendrickson, stated that their organization is, in fact, planning to sponsor the annual Fair over the Labor Day weekend. The City Manager and Director of Parks and Recreation informed the Chamber that the organization does not currently have a contract or lease agreement for use of the George Ingalls Equestrian Event Center and other City facilities. The Chamber representatives stated that they currently do not have the financial resources to pay off their current debts and also pay the required deposits for a City lease to reserve the facilities.

On January 12, 2010, the City Manager received a written request from Mr. Hendrickson, Chamber president, to begin negotiating a contract for the use of city facilities for their event.

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