



**AGENDA**  
**CITY OF NORCO**  
CITY COUNCIL/COMMUNITY REDEVELOPMENT AGENCY  
REGULAR MEETING  
CITY COUNCIL CHAMBERS – 2820 CLARK AVENUE  
APRIL 7, 2010

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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

**Section 54957.6 – Conference with Labor Negotiator**

Negotiating Parties: City Manager Groves and Deputy City Manager/Director of Finance Okoro

Employee Organization: Norco Battalion Chiefs Association  
Norco Firefighters Association  
Norco General Employees Association  
Norco Public Works & Parks Maintenance Workers Association

RECONVENE PUBLIC SESSION: 7:00 p.m.

PLEDGE OF ALLEGIANCE: Mayor Pro Tem Hanna

INVOCATION: John Vines, Assistant to the Pastor  
*New Beginnings Community Church*

PROCLAMATION: Yoshimi Yasui  
*Volunteer work in Haiti*

PRESENTATION: Norco High School Student Assistance Program  
*Community Delinquency Prevention First Place  
Award Recipient  
Dr. Gina Boster*

**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 March 24, 2010  
Regular Meeting of March 17, 2010  
**Recommended Action: Approve the CRA Minutes** (City Clerk)
  - B. Resolution Declaring the Intent of the Norco Redevelopment Agency to Dispose of Agency-Owned Real Properties Identified as APN 130-162-039-7 on Acacia Avenue and APN 122-080-051-5 on Valley View Avenue for Development of Infill Housing. **Recommended Action: Adopt CRA Resolution No. 2010-\_\_\_\_.** (Housing Manager)

**JOINT CRA/CITY COUNCIL AGENDA AS FOLLOWS:**

2. **JOINT CRA/CITY CONSENT CALENDAR ITEM:**
  - A. **Ordinance No. 921, Second Reading.** Ordinance Amending the Redevelopment Plan for Norco Redevelopment Project Area No. One (the "Original Area") and the Territory Added by Amendment No. 1 (the "Amendment No. 1 Area") to Extend by Two Years the Time Limits on the Effectiveness of the Redevelopment Plan and the Time Limits on the Repayment of Indebtedness and the Receipt of Tax Increment from the Original Area and the Amendment No. 1 Area. **Recommended Action: Adopt Ordinance No. 921.** (City Clerk)

**OTHER CRA MATTERS:**

**ADJOURNMENT OF CRA:**

**REGULAR CITY COUNCIL AGENDA AS FOLLOWS:**

3. 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. 4 of the Agenda)*
  - A. City Council Minutes:  
Special Meeting of March 24, 2010  
Regular Meeting of March 17, 2010  
**Recommended Action: Approve the Council Minutes** (City Clerk)
  - B. Planning Commission Action Minutes, Regular Meeting of March 31, 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. Establishment of a Part-Time, Temporary and Seasonal Employees (PTS) Deferred Compensation Plan. **Recommended Action: Adopt Resolution No. 2010-\_\_\_, approving a PTS deferred compensation plan and the VantageTrust.** (Deputy City Manager/Director of Finance)
  - E. Acceptance of the Sheriff Station Expansion Project as Complete.  
**Recommended Action: Accept the Sheriff Station Expansion Project as Complete and File a Notice of Completion.** (Director of Parks, Recreation and Community Services)
  - F. Making Findings and Continuing Existing Rates for Maintaining Flood Control Channels within County Service Area CSA-152. **Recommended Action: Adopt Resolution No 2010-\_\_\_, making findings and continuing existing rates for maintaining flood control channels within County Service Area CSA-152.** (Deputy City Manager/Director of Finance)
  - G. Acceptance of the "Irrevocable Offer to Dedicate" Parkview Drive of Tract 25779. **Recommended Action: Adopt Resolution No. 2010-\_\_\_, accepting the "Irrevocable Offer to Dedicate" Parkview Drive for public use for street and public utility purposes.** (Director of Public Works)

- H. Accept Bids and Award the Contract for the Sierra Avenue Street Improvement Project. **Recommended Action: Award the contract to All American Asphalt in the amount of \$535,025.40 and authorize the City Manager to approve contract change orders up to 10 percent of the contract amount.** (Director of Public Works)

4. ITEMS PULLED FROM CITY COUNCIL CONSENT CALENDAR:

5. CITY COUNCIL PUBLIC HEARING:

- A. Ordinance Establishing Regulations for Smoking in Public Parks

*In an effort to promote and preserve a healthy environment for children and enhance the quality of life for members of the community, the City Council, at its March 3, 2010 meeting, requested that the Parks and Recreation Commission discuss the issue of smoking in public parks. An ordinance has been drafted for the purpose of regulating and reducing the harmful primary and secondary effects associated with tobacco use and the current threat the effects pose to the public health, safety, and welfare.*

**Recommended Action: Adopt Ordinance No. \_\_\_\_ for first reading.**  
(Director of Parks, Recreation & Community Services and Lt. Cooper)

6. CITY COUNCIL ITEM FOR ACTION:

- A. Approval of a Lease Agreement with the Norco Fair Committee for a Community Fair at the George Ingalls Equestrian Event Center

*At its February 17, 2010 meeting, the City Council authorized the City Manager and staff to negotiate terms with a community organization, the Norco Fair Committee, for the use of the George Ingalls Equestrian Event Center to put on a fair over Labor Day weekend. Staff has met with the Norco Fair Committee and has reached agreement upon the proposed terms of a Lease Agreement for the use of the George Ingalls Equestrian Event Center.*

**Recommended Action: Approve the Lease Agreement with the Norco Fair Committee for use of the George Ingalls Equestrian Event Center.**  
(Director of Parks, Recreation & Community Services)

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

8. OTHER MATTERS – COUNCIL:

9. OTHER MATTERS – STAFF:

A. Research Regarding the Composition of the Corona-Norco Unified School District Governing Board. (City Manager)

10. ADJOURNMENT:

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*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).*

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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-74925



**MINUTES  
CITY OF NORCO**

**CITY COUNCIL/COMMUNITY REDEVELOPMENT AGENCY/  
NORCO FINANCING AUTHORITY  
REGULAR MEETING  
CITY COUNCIL CHAMBERS – 2820 CLARK AVENUE  
MARCH 17, 2010**

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**CALL TO ORDER:** Mayor Miller called the meeting to order at 6:07 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:** Carlson, Cooper, Groves, Jacobs, King, Okoro, Oulman, Petree and Thompson

City Attorney Harper – **Present**

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

**Section 54956.9(b) – Conference with Legal Counsel - Anticipated Litigation**

**Number of Potential Cases:** 2

**RECONVENE PUBLIC SESSION:** With nothing to report from Closed Session, Mayor Miller reconvened the meeting at 7:02 p.m.

**PLEDGE OF ALLEGIANCE:** Council Member Azevedo

**INVOCATION:** Pastor Rene Parish  
Assembly of God – Beacon Hill

**PROCLAMATIONS:** Recognition of Norco College as the 112<sup>th</sup> College in the California Community College System

**Mayor Miller presented the proclamation to Dr. Brenda Davis.**

Welcome Home Vietnam Veterans Day –  
March 30, 2010

**Mayor Miller presented the proclamation to Dave Henderson and Ron Warren, representing all of the local Vietnam War Veterans.**

**Agenda Items 1.A. & 3.A.**

Proclamation of March 28, 2010 as  
"Toby Gerhart Day"

**Mayor Miller presented the proclamation to Lori Gerhart, mother of Toby Gerhart.**

**REGULAR COMMUNITY REDEVELOPMENT AGENCY (CRA) AGENDA AS FOLLOWS:**

**M/S Hanna/Bash 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 March 5, 2010  
Regular Meeting of March 3, 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 GWEN Phoenix, LLC, as part of the Norco Façade Improvement Program, at 3646 Hamner Avenue

*GWEN Phoenix, LLC, the owner of the building located at 3646 Hamner Avenue, has submitted a request to participate in the Façade Improvement Program, initiated through an application by its tenant, HCR Homes & Land. The proposed Owner Participation Agreement ("OPA") will fund the project for an amount not-to-exceed \$34,000 and will be used for a Western-themed enhancement to the building façade, matching Western signage, lighting and landscaping. The Façade Improvement 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 GWEN Phoenix, LLC, for a building located at 3646 Hamner Avenue. (Director of Economic Development)**

**Director Oulman** presented the CRA item. He noted two corrections in the report for the record. First, that funding for this project is included in the current Redevelopment Agency Capital Improvement Budget, and second, the fence described and included in this project is a vinyl split rail fence.

**Chairman Miller OPENED** the public hearing, indicating that proper notification had been made and asking for the appearance of those wishing to speak. With no one wishing to speak, **Chairman Miller CLOSED** the public hearing.

**M/S Sullivan/Bash** to adopt CRA Resolution No. 2010-05, approving an Owner Participation Agreement by and between the Norco Redevelopment Agency and GWEN Phoenix, LLC, for a building located at 3646 Hamner Avenue. The motion was carried by the following roll call vote:

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

**JOINT CRA/CITY COUNCIL AGENDA AS FOLLOWS:**

**3. JOINT CRA/CITY COUNCIL PUBLIC HEARING:**

- A. Ordinance Amending the Redevelopment Plan for Norco Redevelopment Project Area No. One (the "Original Area") and the Territory Added by Amendment No. 1 (the "Amendment No. 1 Area") to Extend by Two Years the Time Limits on the Effectiveness of the Redevelopment Plan and the Time Limits on the Repayment of Indebtedness and the Receipt of Tax Increment from the Original Area and the Amendment No. 1 Area

*The Redevelopment Agency made payments to the Educational Revenue Augmentation Fund ("ERAF") in Fiscal Years 2004-05 and 2005-06. In return, Redevelopment Law allows the Agency to extend the term of the Redevelopment Plan and the last date to collect tax increment by two years.*

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

**Deputy City Manager/Director of Finance Okoro** introduced Doug Anderson and Marshall Linn, representatives from Urban Futures, who presented the Joint CRA/City Council item.

**Chairman/Mayor Miller OPENED** the public hearing, indicating that proper notification had been made and asking for the appearance of those wishing to speak. With no one wishing to speak, **Chairman/Mayor Miller CLOSED** the public hearing.

**M/S Bash/Sullivan to adopt Ordinance No. 921 for first reading. The motion was carried by the following roll call vote:**

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

**4. JOINT CRA/CITY COUNCIL CONTINUED PUBLIC HEARING:**

- A. Development of 122 Acres of Property Known as the Silverlakes Equestrian and Sports Park**

*This joint public hearing includes several interrelated documents and actions related to the Silverlakes project on Hamner Avenue at the north end of the City. Staff has been working diligently with the Belstarr development team to negotiate the provisions in these complex agreements. Progress continues to be made and the developer has continued to fund the staff and consultant costs associated with the process. Continuing the joint public hearing item will assure that all necessary documents and agreements are ready in order to provide a complete package to the City Council/Agency Board for consideration.*

**Recommended Actions: Continue the CRA/City Council Joint Public Hearing to April 21, 2010. (Executive Director/City Manager)**

**City Manager Groves** presented the Joint CRA/City Council item noting that the preparation work on the site is continuing at the cost of the developer.

**M/S Azevedo/Bash to continue the CRA/City Council Joint Public Hearing to April 21, 2010. The motion was carried by the following roll call vote:**

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

**JOINT CRA/CITY COUNCIL/NORCO FINANCING AUTHORITY (NFA) AGENDA AS FOLLOWS:**

**5. JOINT CRA/CITY COUNCIL/NFA ITEM FOR ACTION:**

**A. Norco Redevelopment Agency 2010 Refunding Tax Allocation Bonds**

*The issuance of the proposed Refunding Tax Allocation Bonds (the "2010 Bonds") by the Agency will provide estimated net bond proceeds in the approximate amount of \$21,833,000, for the purpose of refunding the outstanding 2000 and 2003 Tax Allocation Bonds (the "Refunded Bonds"). The Agency will realize a debt service savings of approximately \$4 million over the next three years.*

**Recommended Action: 1.) Adopt CRA Resolution No. 2010-\_\_\_, approving the Forms of and Authorizing the Execution of an Indenture of Trust, a Bond Purchase Contract, A Continuing Disclosure Agreement, A Refunded Bonds Escrow Agreement and an Official Statement Relating to the Issuance of the Agency's Tax Allocation Refunding Bonds; 2.) Adopt Resolution No. 2010-\_\_\_, approving the Sale of Tax Allocation Refunding Bonds, Issue of 2010, to Refund the Agency's Outstanding 2000 and 2003 Tax Allocation Bonds; and 3.) Adopt NFA Resolution No. 2010-\_\_\_, approving the Forms of and Authorizing the Execution of an Indenture of Trust, a Bond Purchase Contract, A Continuing Disclosure Agreement, a Refunded Bonds Escrow Agreement and an Official Statement Relating to the Issuance of the Agency's Refunding Tax Allocation Bonds and Approving Certain Actions in Connection Therewith.  
(Deputy City Manager/Director of Finance)**

**Deputy City Manager/Director of Finance Okoro** introduced Doug Anderson and Marshall Linn, representatives from Urban Futures, who presented the Joint CRA/City Council/NFA item.

**Council Member Sullivan** requested clarification regarding the interest rate on the bonds. Mr. Anderson stated that the rate should be no higher than 6%.

**Council Member Bash** thanked Deputy City Manager/Director of Finance Okoro for taking the time to explain this item to him.

**Council Member Azevedo** requested clarification regarding the costs involved. Mr. Anderson stated that the costs/fees are paid out of the bond issuance.

**M/S Sullivan/Bash to 1.) Adopt CRA Resolution No. 2010-06; 2.) Adopt Resolution No. 2010-12; and 3.) Adopt NFA Resolution No. 2010-01. The motion was carried by the following roll call vote:**

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

6. ADJOURNMENT OF CRA and NFA:

**REGULAR CITY COUNCIL AGENDA AS FOLLOWS:**

**Council Member Bash pulled items 7.D., 7.E., 7.H. and 7.I.**

**M/S Hanna/Bash to approve the amended 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**

7. CITY COUNCIL CONSENT CALENDAR ITEMS:

- A. City Council Minutes:  
Special Meeting of March 5, 2010  
Regular Meeting of March 3, 2010  
**Recommended Action: Approve the CRA Minutes. (City Clerk)**
- B. Planning Commission Action Minutes, Regular Meeting of March 10, 2010.  
**Recommended Action: Receive and File (Planning Director)**
- 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. 2010-\_\_\_. (City Clerk) PULLED FOR DISCUSSION**
- E. Appointment of One Member to the Economic Development Advisory Council. **Recommended Action: Appoint Robert Leonard to the Economic Development Advisory Council. (Economic Development Director)Welcome to Robert Leonard from Bash. Bash/Sullivan PULLED FOR DISCUSSION**

- F. Award of Contract for Procurement of Water Meter Pit Lids. **Recommended Action: Approve award of contract to Armorcast Products Company.** (Deputy City Manager/Director of Finance)
- G. Award of Contract for Installation of Smart Water Meters. **Recommended Action: Approve award of contract to Concord Environmental Energy Inc., for installation of smart water meters.** (Deputy City Manager/Director of Finance)
- H. Approval of an Application for a Certified Local Government Grant. **Recommended Action: Authorize staff to submit the 2010-2011 CLG Grant Application – Historic Context Statement and Phase One Historic Resources Survey.** (Director of Economic Development) Bash acknowledged Bill Wilkman for his work done. Bash/Sullivan **PULLED FOR DISCUSSION**
- I. Approval to Send Congratulatory Letters from the City Council to Norco High School Students. **Recommended Action: Approval** (City Manager) Bash stated this means a lot to the kids. Include academic all-league as well. Bash/Sullivan **PULLED FOR DISCUSSION**

8. ITEMS PULLED FROM CITY COUNCIL CONSENT CALENDAR:

- 7.D. Authorization for the Destruction of Certain City Records. **Recommended Action: Adopt Resolution No. 2010- 13.** (City Clerk)

**Council Member Bash** noted for the record that he is concerned about the records that are listed for destruction. Assurance was given to him by the City Attorney and the City Clerk that the City has an adopted Records Retention Policy that is adhered to and the City Attorney reviews the list prepared for destruction prior to its submittal to the Council for approval.

**M/S Bash/Sullivan to adopt Resolution No. 2010- 13. The motion was carried by the following roll call vote:**

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

- 7.E. Appointment of One Member to the Economic Development Advisory Council. **Recommended Action: Appoint Robert Leonard to the Economic Development Advisory Council.** (Economic Development Director)

**Council Member Bash** congratulated and welcomed Robert Leonard to the EDAC.

**M/S Bash/Sullivan to appoint Robert Leonard to the Economic Development Advisory Council. The motion was carried by the following roll call vote:**

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

7.H. Approval of an Application for a Certified Local Government Grant. **Recommended Action: Authorize staff to submit the 2010-2011 CLG Grant Application – Historic Context Statement and Phase One Historic Resources Survey.** (Director of Economic Development)

**Council Member Bash** acknowledged Mr. Bill Wilkman and Economic Development Director Oulman for their assistance with this project.

**M/S Bash/Sullivan to authorize staff to submit the 2010-2011 CLG Grant Application – Historic Context Statement and Phase One Historic Resources Survey. The motion was carried by the following roll call vote:**

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

7.I. Approval to Send Congratulatory Letters from the City Council to Norco High School Students. **Recommended Action: Approval** (City Manager)

**Council Member Bash** stated that these letters mean a lot to the students and parents that receive them. He noted that he wanted to make sure that academic all-league recipients received the letters as well.

**M/S Bash/Sullivan to approve the sending of congratulatory letters from the City Council to Norco High School students. The motion was carried by the following roll call vote:**

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

9. PUBLIC COMMENTS OR QUESTIONS:

**Larry Kleasner.** Mr. Kleasner stated concerns regarding the signs posted on utility poles throughout the City advertising water heaters. City Attorney Harper clarified to him that the City does have a code provision for this, including a fine. Director Thompson stated that plans are already in place for the signs to all be removed on Friday. Council Member Sullivan suggested calling the public utility company to report the signs posted on their poles.

**Vern Showalter.** Mr. Showalter stated that he has volunteered to help take the signs down.

**Ed Dixon.** Mr. Dixon voiced his concerns regarding the sound system in the Council Chambers.

10. OTHER MATTERS – COUNCIL:

**Mayor Pro Tem Hanna:**

- ✚ Noted that RFD-TV was in Norco filming a horse training segment. Also, the NART Segment will be shown on RFD-TV next Tuesday.

**Council Member Bash:**

- ✚ Stated that he was proud of the remarks made by Mayor Miller at the opening day ceremony for Little League.
- ✚ Noted that he, along with staff, are holding meetings with local businesses and they are going very well.
- ✚ Requested information on all of the parties working to put on a Norco Fair.

**City Manager Groves:**

- ✚ Stated that a lease agreement for the Norco Fair will be brought to the City Council on April 7<sup>th</sup> for discussion and approval.

**Council Member Azevedo:**

- ✚ Stated that she had attended the School's Committee meeting and the bussing issues were discussed, which will lead to less busses and more car traffic in Norco. She noted that there will still be crossing guards remaining at key places. Also mentioned at that meeting was that there are no immediate plans to close Riverview Elementary at this time and if it stayed open, it would require combination classes. She noted that if Riverview would close, the School District would use the facility for other operations.

**Council Member Sullivan:**

- ✚ Noted that last Saturday he assisted with the largest food program day ever.
- ✚ Stated that he attended the girl's softball opening day and helped judge the banner program.
- ✚ Read a letter from a retired police officer from another state that had viewed a segment on RFD-TV highlighting Norco and this gentleman asked to tour the City

on horseback. An email was returned to him setting up a time and date for this tour.

- ↓ Inquired about working with Riding Magazine to do a front cover and story on Norco in June. He noted that the quote to him for a front cover and a 1-page story was \$2,000 and a front cover and a 3-page story was \$3,600.

**Mayor Miller:**

- ↓ Stated that next week Thursday, the “State of the City” address will be presented at Nellie Weaver at 7 p.m.
- ↓ Encouraged everyone to fill out the Census forms that will be arriving soon.
- ↓ Displayed the 2010 Award of Excellence award presented to the Parks and Recreation Department for its submittal of the Horsetown USA Logo. He noted that he was proud to receive this for the City of Norco.

11. OTHER MATTERS – STAFF: No items to report from staff.

12. ADJOURNMENT: There being no further business to come before the City Council, Mayor Miller adjourned the meeting at 8:09 p.m.

/bj-75110



**MINUTES**  
**CITY OF NORCO**  
SPECIAL MEETING – STUDY SESSION  
CITY COUNCIL  
CONFERENCE ROOMS “A” & “B”  
NORCO CITY HALL – 2870 CLARK AVENUE  
MARCH 24, 2010

- 
1. CALL TO ORDER: Mayor Miller called the meeting to order at 2:02 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**
  3. PLEDGE OF ALLEGIANCE: Council Member Sullivan
  4. PUBLIC COMMENTS OR QUESTIONS: No public comments or questions were received at this time.
  5. CITY COUNCIL STUDY SESSION ITEMS:
    - A. Overview from the City Manager.

**City Manager Groves** stated that it is very apparent that there are immediate financial issues facing the City and staff has put together information regarding potential revenue measures for discussion purposes. She further noted that this type of discussion will be helpful and necessary as staff progresses through the budget process. City Manager Groves stated that this is all part of the budget preparation and not a budget public hearing.

- B. Follow-Up from the Strategic Planning Session -- Discussion Regarding Potential Revenue Measures.

**City Manager Groves and Deputy City Manager/Director of Finance Okoro** presented the objectives of the meeting including facts on General Fund revenues and expenditures, the process for increasing selected revenues, information on revenue measures locally and statewide, sources of funding for personnel costs, cost containment measures implemented by the City in recent years, and the Fiscal Year 2010-2011 budget strategy.

The concepts of User Fees, Sales & Use Tax; a Utility Users Tax; and a Parcel Tax were presented and discussed. Clarification was made that no cities in Riverside County have imposed a local sales tax. The approval process to impose or increase revenues was also discussed, noting that placing this on the November 2010 ballot would require the City to declare a fiscal emergency, as this is not the adopted election cycle for the City. Noted was the fact that 146 Cities in California have imposed a Utility Users Tax.

Personnel funding was presented and discussed, noting how each department is funded. It was confirmed that there are restrictions placed on how the different funds can be distributed and

spent. Also noted was that this year, both the General Fund and Redevelopment Agency are vulnerable.

Examples of cost containment measures that the City has taken to try to reduce General Fund expenditures were presented noting attrition management and layoffs; the 36-hour work week; and benefit changes. Other cost reduction measures discussed include the conveyance of Silverlakes back to the Redevelopment Agency, the suspension of wage adjustments for General Employees in 2005; and the Safety Employees agreement to a reduction in the amount of mandatory holiday pay and to forgo uniform maintenance allowance.

Discussion was held regarding the budget strategy, noting that there is no one solution. City Manager Groves stated that the City is required to go through the collective bargaining process with employees and added that she will be meeting with each City department to determine cost-saving measures. She added that we need to look beyond next fiscal year in preparing the budget.

**Council Member Azevedo** stated that she is concerned about the City's financial problems and stated, for the record, that her least favorite solution is imposing a local sales tax. She also commended the work that all of the City employees do. **Mayor Miller** added that sales tax is a "regressive" tax and therefore has a negative impact.

City Manager Groves confirmed that the City has adopted a resolution stating that 25% of the adopted budget must be held in the fund balance, or reserves, and that the amount required was not met for next fiscal year. She added that each local agency sets its own percentage.

Council, staff and public discussion continued:

- ‡ Deputy City Manager/Director of Finance Okoro responded to questions regarding property tax and noted that 8 ½ cents on the dollar comes back to the General Fund and added that the homes in the Norco hills are not in the RDA Project Area.
- ‡ City Manager Groves confirmed that there are restrictions for what grant money can be used for as far as salaries and benefits. She also noted that there are also restrictions on how stimulus funds can be spent.
- ‡ Deputy City Manager/Director of Finance Okoro stated that a ruling is expected next month on the League of California Cities *versus* the State of California lawsuit. He noted that the payments will be due by May 10<sup>th</sup> if the State wins.
- ‡ City Manager Groves responded to inquiries regarding the City's life-time benefits and stated that this is being discussed through the "meet and confer" process with the unions and stated that the "benefit tiers" were changed in 2004.
- ‡ Discussion was held regarding the potential impact on residents and it was noted that the impact is required to be equal to all persons affected.

- ↓ Council Member Bash stated that if Norco survives, we will come out on top. He added that Norco is and will be a very valuable piece of property.
- ↓ The question was asked if it is this dire, how close are we to folding as a City. Deputy City Manager/Director of Finance Okoro stated that from a cash flow standpoint, if this financial picture does not change, the City may not be able to pay its bills in December of 2010. He added that we need to look at where we want to be a year from now.
- ↓ Mayor Miller noted that we need to buy time for the next few years until things get better.
- ↓ City Manager Groves responded to a question regarding when the City would receive revenue if a measure was implemented and stated that in a perfect world, it would be placed on the December assessor roles, but more likely it would be in May.
- ↓ Council Member Azevedo stated that with this recession, and Silverlakes taking longer than anticipated, businesses are not coming to Norco and is concerned about the County taking Norco over.
- ↓ Fire Chief Carlson responded to questions regarding ISO ratings and stated that the City has just completed the insurance process and has not yet received its rating. In the past, the City has been rated at a 3 level. He noted that the ISO indicated that the City is short one fire station and one Fire Company, both of which are very expensive. He noted that the City's rating is likely to go to a 4 or worse. Chief Carlson stated that this rating is very significant in purchasing fire insurance for commercial and industrial businesses.

**Council Member Sullivan** requested that staff put together information on a 5% cost on an overall Utility Users Tax and a \$20/rooftop/month Parcel Tax. He noted that according to his calculations, this would bring revenues in at approximately \$4 million.

**Council Member Bash** reiterated the importance of looking ahead to develop ideas to generate income. City Manager Groves noted that the Economic Development Advisory Council will be looking at developing a business strategy, which will be brought back to the Council.

**Council Member Azevedo** stated that one of these options should be pursued and believes that it is going to take the entire town to buy into this. She suggested holding a town hall meeting to educate the community.

It was noted that this is a "community" and the only thing standing in the way is knowledge; the community needs to know what could happen to the City of Norco if we do nothing.

6. **ADJOURNMENT:** There being no further business to come before the City Council, Mayor Miller adjourned the meeting at 3:54 p.m.

## CITY OF NORCO STAFF REPORT

TO: Chairman and Members of the Redevelopment Agency

FROM: Beth Groves, Executive Director 

PREPARED BY: Deborah L. DeGrado, Housing Manager 

DATE: April 7, 2010

SUBJECT: Resolution Declaring the Intent of the Norco Redevelopment Agency to Dispose of Agency-Owned Real Properties Identified as APN 130-162-039-7 on Acacia Avenue and APN 122-080-051-5 on Valley View Avenue for Development of Infill Housing

RECOMMENDATION: Adopt **CRA Resolution No. 2010-\_\_\_\_\_**, declaring the intent of the Norco Redevelopment Agency to dispose of Agency-owned real property identified as APN 130-162-039-7 on Acacia Avenue, and APN 122-080-051-5 on Valley View Avenue for infill housing.

**SUMMARY:** In August 2003, the Redevelopment Agency purchased a vacant parcel at 4190 Acacia Avenue for potential use in its Infill Housing Program. In 2009, an Agency-owned parcel on Valley View Avenue was sold to a private party for placement of a historic house, which did not occur. The Valley View property was sold back to the Agency by the property owner in February 2009, and is still vacant. The intent of the Agency is to dispose of these two properties to others for development of Infill housing.

**BACKGROUND/ANALYSIS:** The Norco Redevelopment Agency (Agency) purchased APN 130-162-039-7, a vacant property at 4190 Acacia Avenue, in August 2003 for use as in Infill parcel. A second residential parcel on Valley View Avenue was acquired in February 2009, APN 122-080-051-5.

The Agency Infill Housing Program allows for Agency purchase of substandard (i.e. smaller than ½-acre) or irregularly-shaped residential lots for development of single-family homes that are then sold to families of low-moderate income. Over a period of 15 years, the Agency has constructed 11 homes on vacant properties, and rehabilitated one existing home, which were all sold to qualified low-moderate income buyers. The original purchasers are still living in all but two of those properties.

The Acacia parcel is approximately 9,480 sq. ft. (.27 ac.) in size, is rectangular in shape, and has approximately 60 feet of street frontage. A Phase I Environmental Site Assessment

has been performed on the site, and no environmental hazards were found. A title report was previously initiated as well, and the title to the property is clear and without encumbrances. The Agency has also completed a record of survey for the parcel to establish boundaries and set-backs for proposed buildings.

The Valley View parcel was originally deeded to the Agency as one of several excess parcels by CalTrans after completion of the freeway on/off ramp at Hidden Valley Parkway. Two Infill houses were constructed on a section of the Valley View property.

The remainder parcel was sold to Mr. Frank An in June 2007 for the purpose of moving the historic Palmer-Moreno House to a new location. Because the project could not be completed, the property was sold back to the Agency in February 2009, and is again available for residential infill development. The parcel is approximately 9,583 sq. ft. in size and has some set-back issues.

Staff has received inquiries on these parcels for possible infill housing development, and will follow up with interested parties and bring viable proposals back to the Agency Board at a future public hearing.

/dg - 75137

Attachment: CRA Resolution 2010-\_\_\_\_\_  
Parcel Map APN 130-162-039-7 Acacia Avenue  
Parcel Map APN 122-080-051-5 Valley View Avenue

## **CRA RESOLUTION NO. 2010-\_\_\_\_\_**

### **A RESOLUTION OF THE NORCO REDEVELOPMENT AGENCY, DECLARING THE INTENT OF THE NORCO REDEVELOPMENT AGENCY TO DISPOSE OF AGENCY-OWNED REAL PROPERTY IDENTIFIED AS APN 130-162-03-7 ON ACACIA AVENUE AND APN 122-080-051-5 ON VALLEY VIEW AVENUE FOR INFILL HOUSING**

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

WHEREAS, in April 1994, the Agency established an Infill Housing Program to acquire vacant residential properties and to provide affordable infill housing on substandard residential lots within the City of Norco; and

WHEREAS, the Agency owns two parcels of real property identified as APNs 130-162-039 and 122-080-051-5, both of which are substandard in size for residential development; and

WHEREAS, the Agency has not developed residential housing on these two parcels, and desires to seek proposals for development of residential infill housing; and

WHEREAS, disposition or sale of these parcels to individuals or developers who will develop affordable house on these parcels will further the Agency's goal to construct and maintain affordable housing for its residents.

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

SECTION 1: The two Agency-owned residential parcels known as APN 130-162-039-7 and APN 122-080-051-5 are hereby identified as parcels available for sale or disposition for the purpose of construction affordable infill housing; and

SECTION 2: Proposals received by staff for potential purchase or development of said two sites will be presented to Agency Board members at a future public hearing for consideration.

PASSED AND ADOPTED by the Redevelopment Agency Board at a regular meeting held on April 7, 2010.

---

Chairman  
Norco Redevelopment Agency

April 7, 2010

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 April 7, 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 Norco Redevelopment Agency on April 7, 2010.

\_\_\_\_\_  
Secretary, Norco Redevelopment Agency



THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA OR THE RESULTS THEREOF. THIS MAP MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

DEC 0-A 2007

POR. PROTRACTED SEC. 24 T. 3S., R. 7W  
 POR. PSEC 19 T. 3S., R. 6W  
 CITY OF NORCO CORONA

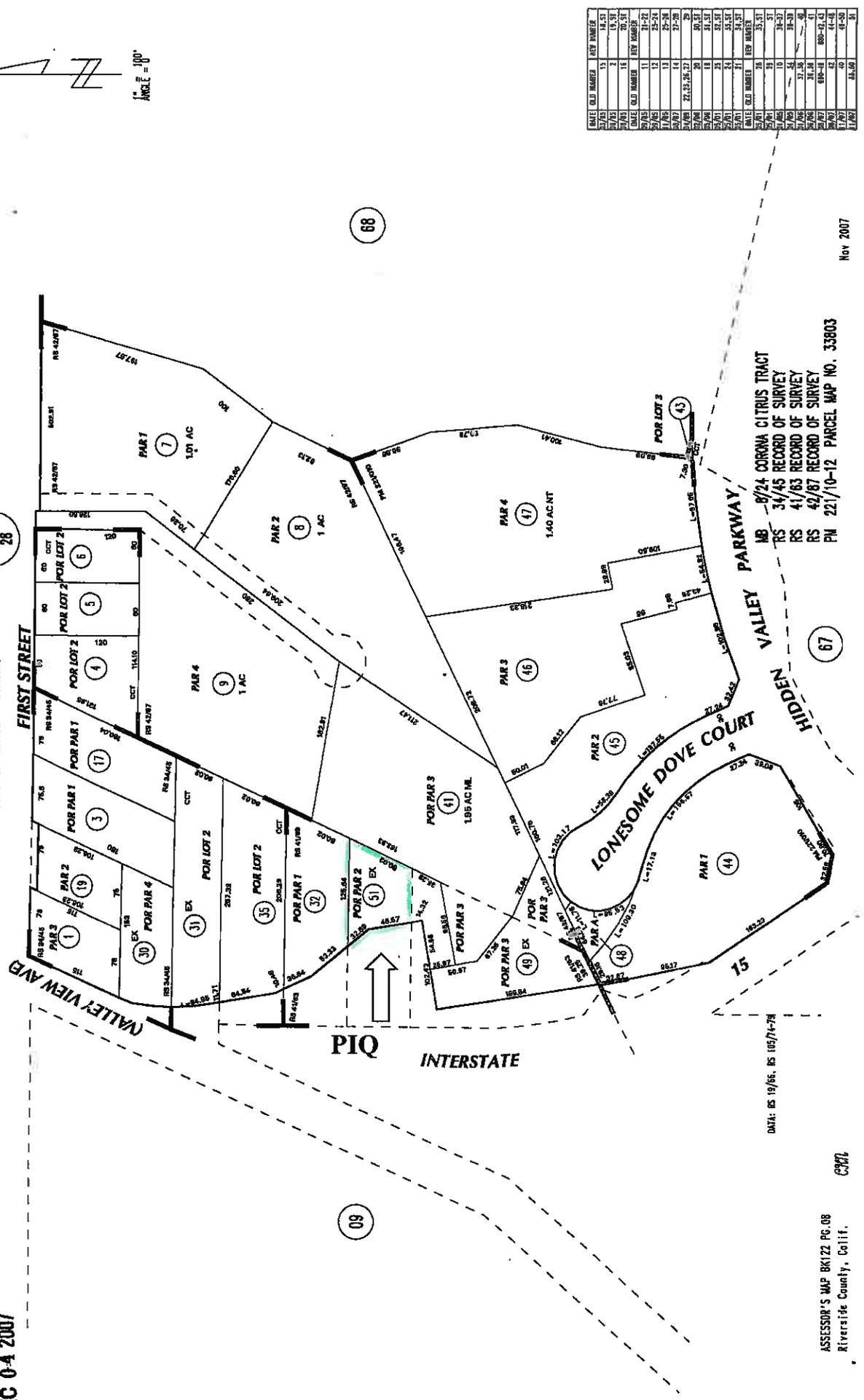
T.R.A. 015-007

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DATE	OLD NUMBER	NEW NUMBER
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12/1/01	2	15, 51
12/1/01	16	20, 51
12/1/01	11	21-22
12/1/01	12	23-24
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12/1/01	88	49, 51
12/1/01	89	50, 51
12/1/01	90	52, 51

MB 87/24 CORONA CITRUS TRACT  
 RS 34/45 RECORD OF SURVEY  
 RS 41/63 RECORD OF SURVEY  
 RS 42/87 RECORD OF SURVEY  
 PM 22/1/10-12 PARCEL MAP NO. 33803

DATE: 05/19/06, RS 105/74-78

ASSESSOR'S MAP BK122 PG.08  
 Riverside County, Calif.

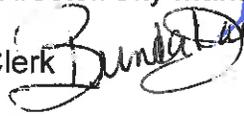
C307

Nov 2007

# CITY OF NORCO STAFF REPORT

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

FROM: Beth Groves, Executive Director/City Manager 

PREPARED BY: Brenda K. Jacobs, City Clerk 

DATE: April 7, 2010

SUBJECT: Ordinance Amending Certain Time Limitations with Respect to the Redevelopment Plan for the Norco Redevelopment Project Area No. One

RECOMMENDATION: Adopt **Ordinance No. 921** for second reading.

**SUMMARY:** The first reading of Ordinance No. 921 was held on March 17, 2010 and was unanimously adopted by the City Council. Staff is recommending that the City Council adopt Ordinance No. 921 for second reading.

**BACKGROUND/ANALYSIS:** Ordinance No. 921 will extend the effectiveness date of the Redevelopment Plan for the original area (the "Original Plan") and 1983 Amendment area (the "1983 Amendment Plan") by two years. The time limit to repay indebtedness for the Original Plan and the 1983 Amendment Plan will also be extended by two years, pursuant to Health & Safety Code Section 33681.12.

The new final dates to collect tax increment and repay indebtedness will be July 15, 2034 for the Original Plan, and November 16, 2036 for the 1983 Amendment Plan.

**FINANCIAL IMPACT:** Based on the additional two years of tax increment allocation, the estimated additional tax increment to be allocated to the Agency in the final two years of the Redevelopment Plan is approximately \$14 million.

/bj-75055

Attachment: Ordinance No. 921

## **ORDINANCE NO. 921**

### **AN ORDINANCE OF THE CITY OF NORCO AMENDING CERTAIN TIME LIMITATIONS WITH RESPECT TO THE REDEVELOPMENT PLAN FOR THE NORCO REDEVELOPMENT PROJECT AREA NO. ONE**

WHEREAS, the City Council of the City of Norco (the "City Council" and the "City," respectively) has previously adopted a redevelopment plan (the "Original Plan") prepared in accordance with the California Community Redevelopment Law (the "Redevelopment Law"; Health and Safety Code, Section 33000 et seq.) for the Norco Redevelopment Project Area No. One, a redevelopment project area, by Ordinance No. 458 on July 15, 1981, encompassing certain land (the "Original Area") within the City; and

WHEREAS, pursuant to Ordinance No. 502 adopted on November 16, 1983, the City Council approved Amendment No. 1 to the Redevelopment Plan for the Norco Redevelopment Project Area No. One (the "1983 Amendment Plan"), which added certain territory (the "Added Territory") to the Original Area (collectively, the "Amended Plan" and the "Amended Project Area"); and

WHEREAS, with respect to redevelopment plans adopted on or before December 31, 1993 for which an Educational Revenue Augmentation Fund ("ERAF") payment is made pursuant to Section 33681.12 of the Redevelopment Law, Section 33333.6 of the Redevelopment Law provides that when a redevelopment agency is required to make payments pursuant to Health and Safety Code Section 33681.12, the legislative body may amend the redevelopment plan to extend by one year, for each year a payment is made, the time limit on the effectiveness of the redevelopment plan and the time limit to repay indebtedness or receive property taxes pursuant to Section 33670 of the Redevelopment Law by adopting an ordinance, without the necessity of compliance with Section 33354.6 of the Redevelopment Law or Article 12 (commencing with Health and Safety Code Section 33450) or any other provision of the Redevelopment Law related to the amendment of redevelopment plans, provided that certain findings are made pursuant to Section 33333.6(e)(2)(D); and

WHEREAS, the Agency made the Fiscal Year 2004-05 and Fiscal Year 2005-06 payments for deposit in the Riverside County ERAF pursuant to Section 33681.12 of the Redevelopment Law; and

WHEREAS, the Agency and the City Council desire that the Original Plan and the 1983 Amendment Plan be amended to extend by an additional two years the time limit on the effectiveness of each Plan and the time limit to repay indebtedness or receive property taxes pursuant to Section 33670(b) of the Redevelopment Law on account of the Agency's Fiscal Year 2004-05 and Fiscal Year 2005-06 ERAF payments.

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

Section 1. The foregoing recitals are true and correct and a substantive part of this Ordinance.

Section 2. The City Council hereby finds and determines with respect to the Amended Plan as follows:

(a) Funds used to make the Fiscal Year 2004-05 and the Fiscal Year 2005-06 ERAF payments would otherwise have been used to pay the cost of projects and activities necessary to carry out the goals and objectives of the Amended Plan.

(b) The Agency is in compliance with the requirements of Health and Safety Code Section 33334.2.

(c) The Agency has adopted an implementation plan in accordance with the requirements of Health and Safety Code Section 33490.

(d) The Agency is in compliance with subdivisions (a) and (b) of Health and Safety Code Section 33413.

(e) The Agency is not subject to sanctions pursuant to Health and Safety Code Section 33334.12 for failure to expend, encumber or disburse excess surplus.

Section 3. On March 17, 2010, the City Council held a duly noticed public hearing on the adoption of this Ordinance.

Section 4. Pursuant to Section 33333.6(e)(2)(C) of the Redevelopment Law, the Council hereby establishes July 15, 2024 as the date upon which the effectiveness of the Original Plan shall terminate.

Section 5. Pursuant to Section 33333.6(e)(2)(C) of the Redevelopment Law, the Council hereby establishes November 16, 2026 as the date upon which the effectiveness of the 1983 Amendment Plan shall terminate.

Section 6. Pursuant to Section 33333.6(e)(2)(C) of the Redevelopment Law, the Council hereby establishes July 15, 2034 as the latest date on which the Agency shall pay indebtedness with respect to the Original Area or receive property taxes from the Original Area pursuant to Section 33670(b) of the Redevelopment Law, except as provided in Section 33333.6(f) and Section 33333.6(g) of the Redevelopment Law.

Section 7. Pursuant to Section 33333.6(e)(2)(C) of the Redevelopment Law, the Council hereby establishes November 16, 2036 as the latest date on which the Agency shall pay indebtedness with respect to the Added Territory or receive property

taxes from the Added Territory pursuant to Section 33670(b) of the Redevelopment Law, except as provided in Section 33333.6(f) and Section 33333.6(g) of the Redevelopment Law.

Section 8. EFFECTIVE DATE: This Ordinance shall become effective 30 days after final passage thereof.

Section 9. 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 10. 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.

Section 11. The enactment of this Ordinance is not a project pursuant to the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) and CEQA Guidelines (14 Cal. Code Regs Section 15000 et seq.), and specifically Section 15378(b)(4) because the actions described herein are the continuation of an existing governmental funding mechanism and a fiscal activity that does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. Because enactment of this Ordinance is not a project for CEQA purposes, this action is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3), and the City Clerk is directed to file a Notice of Exemption with the County Clerk pursuant to CEQA Guidelines Section 15062 within five days of the adoption date of this Ordinance.

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held April 7, 2010.

\_\_\_\_\_  
Mayor of the City of Norco, California

ATTEST:

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

Ordinance No. 921

Page 4

April 7, 2010

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 March 17, 2010 and thereafter at a regular meeting of said City Council duly held on April 7, 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 April 7, 2010.

---

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

/bj-75007



**ACTION MINUTES**  
**CITY OF NORCO**  
PLANNING COMMISSION  
CITY COUNCIL CHAMBERS – 2820 CLARK AVENUE  
REGULAR MEETING  
MARCH 31, 2010

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1. CALLED TO ORDER: 7:00 p.m.
2. ROLL CALL: Chair Jaffarian, Vice Chair Hedges, Commissioners Harris, Newton, Wright
3. STAFF PRESENT: Director King, Senior Planner Robles, City Attorney Harper, and Executive Secretary Dvorak
4. PLEDGE OF ALLEGIANCE: Commissioner Newton
5. APPEAL NOTICE: Read by staff.
6. HEARING FROM THE AUDIENCE ON ITEMS NOT LISTED ON THE AGENDA: No items.
7. APPROVAL OF MINUTES: Minutes of March 10, 2010; **Approved**
8. CONTINUED ITEMS: **None**
9. PUBLIC HEARINGS
  - A. Resolution No. 2010-02; Zone Code Amendment 2010-01 (City): A proposed Ordinance to amend Title 18 (Zoning) of the Norco Municipal Code to regulate the size, height, and lot coverage of accessory buildings allowed in agricultural-residential zones. *Recommended Action: Recommend for Approval (Planning Director King); Action: Adopted Resolution 2010-02 (4-1) recommending that the City Council Approve Zone Code Amendment 2010-01 with minor changes. Commissioner Harris opposed because he felt that it took away too many property rights without sufficient guidelines for Minor Site Plans and Minor Conditional Use Permits that would be required. This requires a public hearing with City Council and will be advertised for the May 5, 2010 meeting.*
  - B. Resolution No. 2010-\_\_\_; Specific Plan 91-02, Amendment 5 (City): A proposed Ordinance to amend the Norco Hills Specific Plan to regulate the height of accessory buildings allowed in the Equestrian Residential District. *Recommended Action: Recommend for Approval (Planning Director King); Action: Same actions and conclusions as Item A (all three resolutions adopted in one motion).*

C. Resolution No. 2010-\_\_\_; Specific Plan 99-01, Amendment 4 (City): A proposed Ordinance to amend the Norco Ridge Ranch Specific Plan to regulate the height of accessory buildings allowed in the Equestrian Residential District. *Recommended Action: Recommend for Approval (Planning Director King); Action: Same actions and conclusions as Item A (all three resolutions adopted in one motion).*

10. BUSINESS ITEMS: **None**

11. CITY COUNCIL:

A. City Council Action: March 17, 2010

B. City Council Minutes dated Minutes dated March 5, 2010 Strategic Planning Workshop and March 3, 2010 Regular Meeting  
**Received and filed.**

12. PLANNING COMMISSION: Oral Reports from Various Committees; **Vice Chair Hedges reported on the progress and future plan of the Norconian Preservation Strategic Plan Committee.**

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

14. OTHER MATTERS; **Vice Chair Hedges reported that the "No Parking" signs at the Community Center are both gone. Commissioner Newton reported that the efforts to seal the unfinished building next to Circle K on Fourth Street are now just hanging off the building, and now the site also needs weed abatement.**

15. ADJOURNMENT: **9:30 p.m.**

/sk-75240

# CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Beth Groves, City Manager 

PREPARED BY: Myrna Paakkonen, Human Resources Analyst 

DATE: April 7, 2010

SUBJECT: Establishment of a part-time, temporary and seasonal employees (PTS) deferred compensation plan

RECOMMENDATION: Adopt **Resolution No. 2010-\_\_\_**, approving a PTS deferred compensation plan and the VantageTrust.

**SUMMARY:** Due to Lincoln Financial Group's decision to discontinue their Social Security Replacement Plan the City is recommending the establishment of a similar plan with ICMA Retirement Corporation (ICMA-RC).

**BACKGROUND/ANALYSIS:** In lieu of paying social security benefits for part-time, temporary, seasonal employees, the City of Norco has established a 3121 Social Security Replacement Plan with Lincoln Financial Group. The City was notified that Lincoln Financial will no longer allow new enrollments into the plan but will grandfather existing participants and allow them to make on-going contributions. The City has researched several vendors and has determined that ICMA-RC will be able to provide the same service. Currently, the City contributes 2 ½ % and the employee contributes 5% into their deferred compensation plan as a part-time, temporary, or seasonal employee. There will be no change in the City's contribution.

**FISCAL IMPACT:** No fiscal impact of City budget. Employees are responsible to pay account maintenance and plan administration fees based on assets invested in the Trust.

/mp-75210

## RESOLUTION NO. 2010-\_\_\_\_\_

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA, ESTABLISHING A PART-TIME, TEMPORARY AND SEASONAL EMPLOYEES (PTS) DEFERRED COMPENSATION PLAN AND THE VANTAGETRUST

Account Number 30-306688

Name of Employer: City of Norco State: California

Title of Program Coordinator: Deputy City Manager/Director of Finance

Resolution of above named Employer ("Employer")

WHEREAS, the Employer has part-time, temporary and seasonal employees rendering valuable services; and

WHEREAS, the establishment of a PTS deferred compensation plan for such employees serves the interests of the Employer by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the Employer has determined that the establishment of a PTS deferred compensation plan to be administered by the ICMA Retirement Corporation serves the above objectives; and

WHEREAS, the Employer desires that its PTS deferred compensation plan be administered by the ICMA Retirement Corporation, and that some or all of the funds held under such plan be invested in the Vantage Trust, a trust established by public employers for the collective investment of funds held under their retirement and deferred compensation plans.

NOW THEREFORE, BE IT RESOLVED that the Employer hereby adopts or has previously adopted the PTS deferred compensation plan (the "Plan") in the form of:

The ICMA Retirement Corporation Part-Time, Temporary and Seasonal Employees (PTS) Deferred Compensation Plan & Trust, referred to as appendix A

BE IT FURTHER RESOLVED that the Employer hereby executes the Declaration of Trust of the Vantage Trust, and attached hereto, intending this execution to be operative with respect to any retirement or deferred compensation plan subsequently established by the Employer, if the assets of the plan are to be invested in the Vantage Trust.

BE IT FURTHER RESOLVED that the assets of the Plan shall be held in trust, with the Employer serving as trustee, for the exclusive benefit of the Plan participants and their beneficiaries, and the assets shall not be diverted to any other purpose.

BE IT FURTHER RESOLVED that the Plan will permit loans.

BE IT FURTHER RESOLVED that the Employer hereby agrees to serve as trustee under the Plan.

BE IT FURTHER RESOLVED that the Deputy City Manager/Director of Finance shall be the coordinator for the Plan; shall receive reports, notices, etc., from the ICMA Retirement Corporation or the Vantage Trust; shall cast, on behalf of the Employer, any required votes under the Vantage Trust Company; may delegate any administrative duties relating to the Plan to appropriate departments; and

BE IT FURTHER RESOLVED that the Employer hereby authorizes Deputy City Manager/Director of Finance to execute all necessary agreements with the ICMA Retirement Corporation incidental to the administration of the Plan.

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held on April 7, 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 Resolution was introduced and adopted by the City Council of the City of Norco at a regular meeting held on April 7, 2010 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 April 7, 2010.

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

/mp-75211

ADMINISTRATIVE SERVICES AGREEMENT

Type:457 PTS

Account Number: 306688

## ADMINISTRATIVE SERVICES AGREEMENT

This Agreement, made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2010, (herein referred to as the "Inception Date"), between The International City Management Association Retirement Corporation ("RC"), a nonprofit corporation organized and existing under the laws of the State of Delaware; and the City of Norco ("Employer") a City organized and existing under the laws of the State of California with an office at 2870 Clark Avenue, Norco, California 92860.

### Recitals

Employer acts as a public plan sponsor for a retirement plan ("Plan") with responsibility to obtain investment alternatives and services for part-time, seasonal and temporary employees participating in that Plan;

The VantageTrust (the "Trust") is a common law trust governed by an elected Board of Trustees for the commingled investment of retirement funds held by state and local governmental units for their employees;

RC acts as investment adviser to the Trust; RC has designed, and the Trust offers, a series of separate funds (the "Funds") for the investment of plan assets as referenced in the Trust's principal disclosure document, "Making Sound Investment Decisions: A Retirement Investment Guide." The Funds are available only to public employers and only through the Trust and RC. However, investment in the PLUS Fund is the only option available to participants in this plan.

In addition to serving as investment adviser to the Trust, RC provides a complete offering of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account record-keeping, investment and tax reporting, form processing, benefit disbursement and asset management.

### Agreements

#### 1. Appointment of RC

Employer hereby designates RC as Administrator of the Plan to perform all non-discretionary functions necessary for the administration of the Plan with respect to assets in the Plan deposited with the Trust. The functions to be performed by RC include:

- (a) maintenance of individual accounts for participants reflecting amounts deferred, income, gain, or loss credited, and amounts disbursed as benefits;
- (b) provision of periodic reports to the Employer and participants of the status of Plan investments and individual accounts;

(c) communication to participants of information regarding their rights and elections under the Plan; and

(d) disbursement of benefits as agent for the Employer in accordance with terms of the Plan.

2. Employer Agreements

Employer agrees to the following with respect to the plan:

(a) there is no necessity for individual employee signatures upon enrollment and/or disbursement;

(b) if the employee's address is not provided upon enrollment by the Employer, then the Employer's address will be used as the contact address; and

3. Adoption of Trust

Employer has adopted the Declaration of Trust of the VantageTrust and agrees to the commingled investment of assets of the Plan within the Trust. Employer agrees that operation of the Plan and investment, management and disbursement of amounts deposited in the Trust shall be subject to the Declaration of Trust, as it may be amended from time to time and shall also be subject to terms and conditions set forth in disclosure documents (such as the Retirement Investment Guide or Employer Bulletins) as those terms and conditions may be adjusted from time to time. It is understood that the term "Employer Trust" as it is used in the Declaration of Trust shall mean this Administrative Services Agreement.

4. Employer Duty to Furnish Information

Employer agrees to furnish to RC on a timely basis such information as is necessary for RC to carry out its responsibilities as Administrator of the Plan, including information needed to allocate individual participant accounts to Funds in the Trust, and information as to the employment status of participants, and participant ages, addresses and other identifying information (including tax identification numbers). RC shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant or beneficiary that is furnished by such participant or beneficiary, and RC shall not be responsible for any error arising from its reliance on such information. If within ninety (90) days after the mailing of any report, statement or accounting to the Employer or a participant, the Employer or participant has not notified RC in writing of any error or objection, such report, statement, or accounting shall be deemed to have been accepted by the Employer and the participants.

5. Certain Representations, Warranties, and Covenants

RC represents and warrants to Employer that:

(a) RC is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement. The ability of RC to serve as investment adviser to the Trust is dependent upon the continued willingness of the Trust for RC to serve in that capacity.

(b) ICMA-RC is an investment adviser registered as such with the U.S. Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended. ICMA-RC Services, LLC (a wholly owned subsidiary of ICMA-RC) is registered as a broker-dealer with the U.S. Securities and Exchange Commission ("SEC") and is a member in good standing with Financial Industry Regulatory Authority ("FINRA") and the Securities Investor Protection Corporation ("SIPC").

RC covenants with employer that:

(c) RC shall maintain and administer the Plan in compliance with the requirements for eligible deferred compensation plans under Section 457 of the Internal Revenue Code; provided, however, RC shall not be responsible for the eligible status of the Plan in the event that the Employer directs RC to administer the Plan or disburse assets in a manner inconsistent with the requirements of Section 457 or otherwise causes the Plan not to be carried out in accordance with its terms; provided, further, that if the plan document used by the Employer contains terms that differ from the terms of RC's standardized plan document, RC shall not be responsible for the eligible status of the Plan to the extent affected by the differing terms in the Employer's plan document.

Employer represents and warrants to RC that:

(d) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.

#### 6. Participation in Certain Proceedings

The Employer hereby authorizes RC to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to the divorce or separation of participants in the Employer Plan. The Employer consents to the disbursement by RC of benefits that have been garnished or transferred to a former spouse, spouse or child pursuant to a domestic relations order.

#### 7. Compensation and Payment

(a) Plan Administration Fee. The amount to be paid for plan administration services under this Agreement shall be 0.55% per annum of the amount of Plan assets invested in the Trust. Such fee shall be computed and paid monthly on plan assets in the Trust at the end of each month.

(b) **Account Maintenance Fee.** There shall be an annual account maintenance fee of \$18.00. The account maintenance fee is payable in full on January 1 of each year on each account in existence on that date. For accounts established after January 1, the fee is payable on the first day of the calendar quarter following establishment and is prorated by reference to the number of calendar quarters remaining on the day of payment.

(c) **Compensation for Advisory Services to the Trust.** Employer acknowledges that in addition to amounts payable under this Agreement, RC receives fees from the Trust for investment advisory services furnished to the Trust.

(d) **Payment Procedures.** All payments to RC pursuant to this Section 7 shall be paid out of the Plan Assets held by the Trust and shall be paid by the Trust. The amount of Plan Assets held in the Trust shall be adjusted by the Trust as required to reflect such payments.

8. Custody

Employer understands that amounts invested in the Trust are to be remitted directly to the Trust in accordance with instructions provided to Employer by RC and are not to be remitted to RC. In the event that any check or wire transfer is incorrectly labelled or transferred to RC, RC is authorized, acting on behalf of the transferor, to transfer such check or wire transfer to the Trust.

9. Responsibility

RC shall not be responsible for any acts or omissions of any person other than RC in connection with the administration or operation of the Plan.

10. Term

This Agreement may be terminated without penalty by either party on sixty days advance notice in writing to the other.

11. Amendments and Adjustments

(a) This Agreement may not be amended except by written instrument signed by the parties.

(b) The parties agree that compensation for services under this Agreement and administrative and operational arrangements may be adjusted as follows:

RC may propose an adjustment by written notice to the Employer given at least 60 days before the effective date of the adjustment and the notice may appear in disclosure documents such as Employer Bulletins and the Retirement Investment Guide. Such adjustment shall become effective unless, within the 60 day period before the effective date the Employer notifies RC in writing that it does not accept such adjustment, in which even the parties shall negotiate with respect to the

adjustment.

(c) No failure to exercise and no delay in exercising any right, remedy, power or privilege hereunder shall operate as a waiver of such right, remedy, power or privilege.

12. Notices

All notices required to be delivered under Section 11 of this Agreement shall be delivered personally or by registered or certified mail, postage prepaid, return receipt requested, to (i) Legal Department, ICMA Retirement Corporation, 777 North Capitol Street, N.E., Suite 600, Washington, D.C, 20002-4240; (ii) Employer at the office set forth in the first paragraph hereof, or to any other address designated by the party to receive the same by written notice similarly given.

13. Complete Agreement

This Agreement shall constitute the sole agreement between RC and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

14. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

In Witness Whereof, the parties hereto have executed this Agreement as of the Inception Date first above written.

CITY OF NORCO

by: \_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Name and Title (Please Print)

INTERNATIONAL CITY MANAGEMENT  
ASSOCIATION RETIREMENT  
CORPORATION



Plan # 306688

By \_\_\_\_\_  
Angela C. Montez  
Assistant Corporate Secretary

**Exhibit A**

**Administrative Services for PTS Plans**

The administrative services to be performed by ICMA-RC under this Agreement shall be as follows:

- (a) Establishment of participant accounts for each employee participating in the Plan for whom ICMA-RC receives appropriate enrollment forms and records. ICMA-RC is not responsible for determining if such Plan participants are eligible under the terms of the Plan.
- (b) Maintenance of individual accounts for participants reflecting amounts deferred, income, gain or loss credited, and amounts distributed as benefits.
- (c) Maintenance of records for all participants for whom participant accounts have been established in paper or electronic format. These files shall include enrollment instructions, beneficiary designation instructions (to the extent provided to ICMA-RC) and all other written correspondence and documents concerning each participant's account, and if applicable, records of any transaction conducted through the Voice Response Unit ("VRU"), the Internet or other electronic means.
- (d) Provision of periodic reports to the Employer and participants of the status of the individual accounts.
- (e) Communication to participants of information regarding their rights and elections under the Plan.
- (f) Making available Investor Services Representatives through a toll-free telephone number from 8:30 a.m. to 9:00 p.m. Eastern Time, Monday through Friday (excluding holidays and days on which the securities markets or ICMA-RC are closed for business (including emergency closings), to assist participants.
- (g) Making available a toll-free number and access to VantageLine, ICMA-RC's interactive VRU, and ICMA-RC's web site, to allow participants to access certain account information.
- (h) Distribution of benefits as agent for the Employer in accordance with terms of the Plan. Provided that the Employer provides timely notification of termination dates, ICMA-RC will conduct de minimis distribution processing at a minimum of once per year.
- (i) Upon approval by the Employer that a domestic relations order is an acceptable qualified domestic relations order under the terms of the Plan, ICMA-RC will establish a separate account record for the alternate payee and provide for the investment and distribution of assets held thereunder.

## CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Beth Groves, City Manager 

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

DATE: April 7, 2010

SUBJECT: Acceptance of the Sheriff Station Expansion Project as Complete

RECOMMENDATION: Accept the Sheriff Station Expansion Project as complete and direct the City Clerk to file a Notice of Completion with the County Clerk's Office.

SUMMARY: The Sheriff Station Expansion Project has been completed and staff is requesting that the Council accept the Project as complete.

BACKGROUND/ANALYSIS: On July 15, 2009, the Council awarded a contract for the Sheriff Station Expansion Project to Steve Julius Construction, Inc. of San Clemente, California in the amount of \$916,901 with a 10% contingency.

Steve Julius Construction, Inc. has completed their scope of work for the project at a total cost of \$959,816.22. The work has been inspected by the Parks and Recreation Department and the City Building and Safety Inspector and found to be in full conformance with the plans and specifications on the contract document.

FINANCIAL IMPACT: N/A

Bp/74380

## CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM:: Beth Groves, City Manager 

PREPARED BY: Olivia Hoyt, Accounting Supervisor 

DATE: April 7, 2010

SUBJECT: Making Findings and Continuing Existing Rates for Maintaining Flood Control Channels within County Service Area CSA-152

RECOMMENDATION: Adopt **Resolution No. 2010-\_\_\_**, making findings and continuing existing rates for maintaining flood control channels within County Service Area CSA-152.

**SUMMARY:** Riverside County requires annual authorization by City Council to continue existing rates for maintaining flood control channels within County Service Area CSA-152.

**BACKGROUND/ANALYSIS:** Riverside County requires an annual resolution authorizing the County to levy a County Service Area (CSA) parcel charge. The proceeds of the charge are used to maintain and operate the City's storm drains and flood control channels into the Santa Ana River. This service area assessment is exempt from the requirements of Prop. 218. Below is an excerpt from Prop. 218:

Section 5, Paragraph (a) of Proposition 218 reads as follows:

**“Section 5. Effective Date.** Pursuant to subdivision (a) of Section 10 of Article II, the provisions of this article shall become effective the day after the election unless otherwise provided. Beginning July 1, 2001, all existing, new, or increased assessments shall comply with this article. Notwithstanding the foregoing, the following assessments existing on the effective date of this article shall be exempt from the procedures and approval process set forth in Section 4:

(a) Any assessment imposed exclusively to finance the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage systems or vector control. Subsequent increases in such assessments shall be subject to the procedures and approval process set forth in Section 4...”

Rates for Maintaining Flood Control Channels CSA-152.

Page 2

April 7, 2010

Norco's City Attorney supports a "declaration of exemption" for Norco in this case because the assessment was established before November 6, 1996 and is used exclusively for flood control purposes, an exempt category under Section 5 (a). The cities of Corona and Moreno Valley have also taken the position that the levy does not fall within the purview of Proposition 218.

The County has cautioned that they will continue to collect the fee for us, but if we have to pay the money back to the residents at some future time, they will charge us \$15 for each check plus the refund amount to each resident.

FINANCIAL IMPACT: The City will receive an estimated \$60,000 from these parcel charges that will be used exclusively for drainage improvements and NPDES permit compliance. The annual charge per parcel is \$5.78.

/jk-75165

Attachment: Resolution 2010-\_\_\_\_

## **RESOLUTION NO. 2010-\_\_**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO MAKING FINDINGS AND CONTINUING EXISTING RATES FOR MAINTAINING FLOOD CONTROL CHANNELS WITHIN COUNTY SERVICE AREA CSA- 152.**

WHEREAS, the City of Norco is a co-permittee of Permit No. CSA-618033 with the County of Riverside and the incorporated cities therein; and

WHEREAS, the City must have a valid NPDES Permit in order to discharge runoff from properties within the boundaries of the City through its storm drain and flood control channels directly into the Santa Ana River or through Riverside County's channels into the Santa Ana River; and

WHEREAS, the City uses revenues from the CSA-152-Norco assessments solely for the purpose of maintaining and operating the City's storm drain and flood control system, including complying with the Permit.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Norco as follows:

SECTION 1: Based upon the facts set forth herein, the City Council finds that CSA-152-Norco charges are assessments that confer benefits upon each parcel of property subject to the assessments. Pursuant to Section 5(a) of Article XIID of the California Constitution, the CSA-152-Norco assessments are exempt from the procedures and approval process of Section 4 of Article XIID of the California Constitution because CSA-152-Norco assessments existed before November 6, 1996, and the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for the flood control and drainage system in the City.

SECTION 2: The City Council entered into an agreement with the County of Riverside on April 6, 1994 to participate in the County Service Area 152 to facilitate collection of funds in implementing the federally mandated NPDES program. A yearly rate of \$5.78 per benefit assessment unit was added to residents' property tax bill following a public hearing on May 18, 1994.

SECTION 3: The City Council elects to continue existing rates.

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held April 7, 2010.

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Mayor of the City of Norco, California

ATTEST:

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

I, BRENDA K JACOBS, City Clerk of the City of Norco, California, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the City Council of the City of Norco, California, at a regular meeting thereof held on the 7<sup>th</sup> day of April, 2010 by the following vote of the City Council:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Norco, California this 7<sup>th</sup> day of April 2010.

---

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

/jk-75164

## 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: April 7, 2010

SUBJECT: Acceptance of the "Irrevocable Offer to Dedicate" Parkview Drive of Tract 25779

RECOMMENDATION: Adopt **Resolution 2010-\_\_** accepting the offer of dedication of Parkview Drive and authorize the Mayor to sign the acceptance certificate.

**SUMMARY:** D.R. Horton is requesting the City accept the offer of dedication of Parkview Drive of Tract 25779, for public street and public utility purposes

**BACKGROUND/ANALYSIS:** On August 18, 1999, the Council approved Tract Map No. 25779, which subdivided approximately 236 acres into 221 one-half acre residential lots. The Tract is located in Norco Hills between First Street and Hidden Valley Parkway, and between Hillside Avenue and Norco Hills Road. The developer of the Tract, Western Pacific Housing, offered for dedication to the City of Norco, easements for storm drainage, waterlines and equestrian trail, three numbered lots and three lettered lots all of which the City accepted. Western Pacific Housing also made an "Irrevocable Offer to Dedicate" Parkview Drive for public street and public utility purposes. The City Council did not accept this offer at that time.

Since acceptance of the Tract, Western Pacific Housing has been acquired by D.R. Horton. Staff have been contacted by D.R. Horton representatives with the request to now accept Parkview Drive. Parkview Drive is located at the most easterly boundary of the Tract, on the north side of Norco Hills Road. The street is 50 feet in width and approximately 264 feet in length.

Staff is recommending that the City Council accept the offer of dedication for Parkview Drive, authorize the Mayor to sign the Certificate of Acceptance and direct the City Clerk to file the certificate with the County Recorder.

**FINANCIAL IMPACT:** None

lja/75190

Attachments: Resolution 2010-  
Exhibit "A" – Tract No. 25779

## **RESOLUTION NO. 2010-\_\_\_\_**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA, ACCEPTING THE "IRREVOCABLE OFFER TO DEDICATE" PARKVIEW DRIVE FOR PUBLIC USE FOR STREET AND PUBLIC UTILITY PURPOSES**

WHEREAS, on August 18, 1999, the Norco City Council ("Council"), approved final Tract Map No. 25779, a 221 one-half acre lot residential subdivision by developer Western Pacific Housing; and

WHEREAS, on said map, Western Pacific Housing offered for dedication to the City storm drainage, waterline and equestrian trail easements in addition to three(3) lettered lots and three(3) numbered lots, all of which the City accepted; and

WHEREAS, on said map, Western Pacific Housing made an "Irrevocable Offer to Dedicate" Parkview Drive for public use for street and public utility purposes of which the City did not accept; and

WHEREAS, at some point in time since said map was recorded, Western Pacific Housing has been acquired by developer D.R. Horton; and

WHEREAS, D. R. Horton has recently contacted staff to request the City accept the offer of dedication for Parkview Drive; and

NOW, THEREFORE, BE IT RESOLVED that the "Irrevocable Offer to Dedicate" Parkview Drive for public use for street and public utility purposes, is accepted by the Norco City Council.

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held on April 7, 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 Resolution was adopted by the City Council of the City of Norco, California, at a regular meeting thereof held on April 7, 2010 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 April 7, 2010.

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

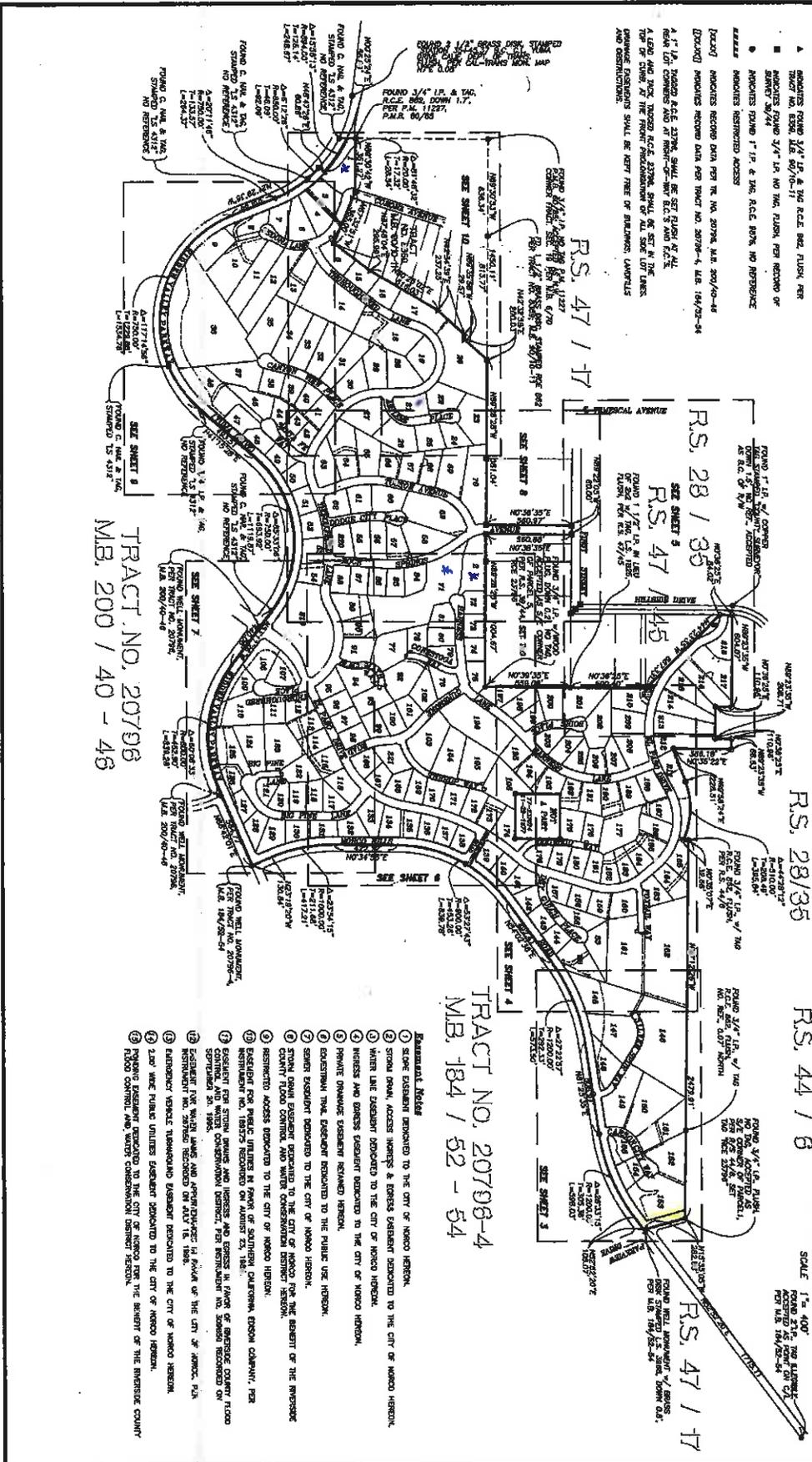
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221 LOTS  
255.74 ACRES

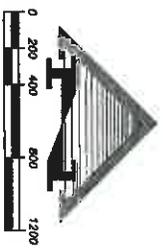
**Standard Notes**  
 1. BASIS OF RECORDS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANNING ACT AND THE 1997 SUBDIVISION MAP ACT.  
 2. ALL MEASUREMENTS ARE IN FEET AND DECIMALS THEREOF.  
 3. ALL MEASUREMENTS ARE TO THE CENTERLINE OF THE ROAD OR RAILROAD UNLESS OTHERWISE SPECIFIED.  
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**Tract No. 25779**  
 In the City of Merced, County of Merced, State of California  
 BEING A SUBDIVISION OF A PORTION OF SECTION 17 AND PORTIONS, SECTIONS 18 AND 20 TOWNSHIP 3 SOUTH, RANGE 8 WEST, SAN BERNARDINO MERIDIAN, AS SHOWN ON A MAP OF RANCHO LA SERENA SEPARATED FROM BLOCK 6, PAGE 208 OF BOOK 14 OF RECORDS OF MERCEDE COUNTY CALIFORNIA, FILED IN BOOK 6, PAGE 74 OF MAPS.  
 ALL RECORDS OF MERCEDE COUNTY CALIFORNIA.  
 December 1997  
 Counsel/Deputy & Associates, Inc.



TRACT NO. 20798  
 M.B. 200 / 40 - 48

TRACT NO. 20798-4  
 M.B. 184 / 52 - 54



CITY  
 SHEET 2 OF 11 SHEETS

- Standard Notes**
1. STONE EASEMENT DEPOSITED TO THE CITY OF MERCED HERSON.
  2. STORM DRAIN, ACCESS HIGHWAYS & EGRESS EASEMENT DEPOSITED TO THE CITY OF MERCED HERSON.
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  6. EASEMENT THAT EGRESS DEPOSITED TO THE PUBLIC USE HERSON.
  7. STORM DRAIN EASEMENT DEPOSITED TO THE CITY OF MERCED HERSON.
  8. COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT HERSON.
  9. RESTRICTED ACCESS DEPOSITED TO THE CITY OF MERCED HERSON.
  10. EGRESS FOR PUBLIC UTILITIES IN FAVOR OF SOUTHERN CALIFORNIA Edison COMPANY, PER RESTRICTION NO. 188737 RECORDED ON ALBERT 23, 188.
  11. EGRESS FOR WATER, GAS AND TELEPHONE UTILITIES IN FAVOR OF THE CITY OF MERCED, PER RESTRICTION NO. 188737 RECORDED ON ALBERT 23, 188.
  12. EGRESS FOR WATER UTILITIES DEPOSITED TO THE CITY OF MERCED HERSON.
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300' LIMIT  
250' NAD 83

# Tract No. 25779

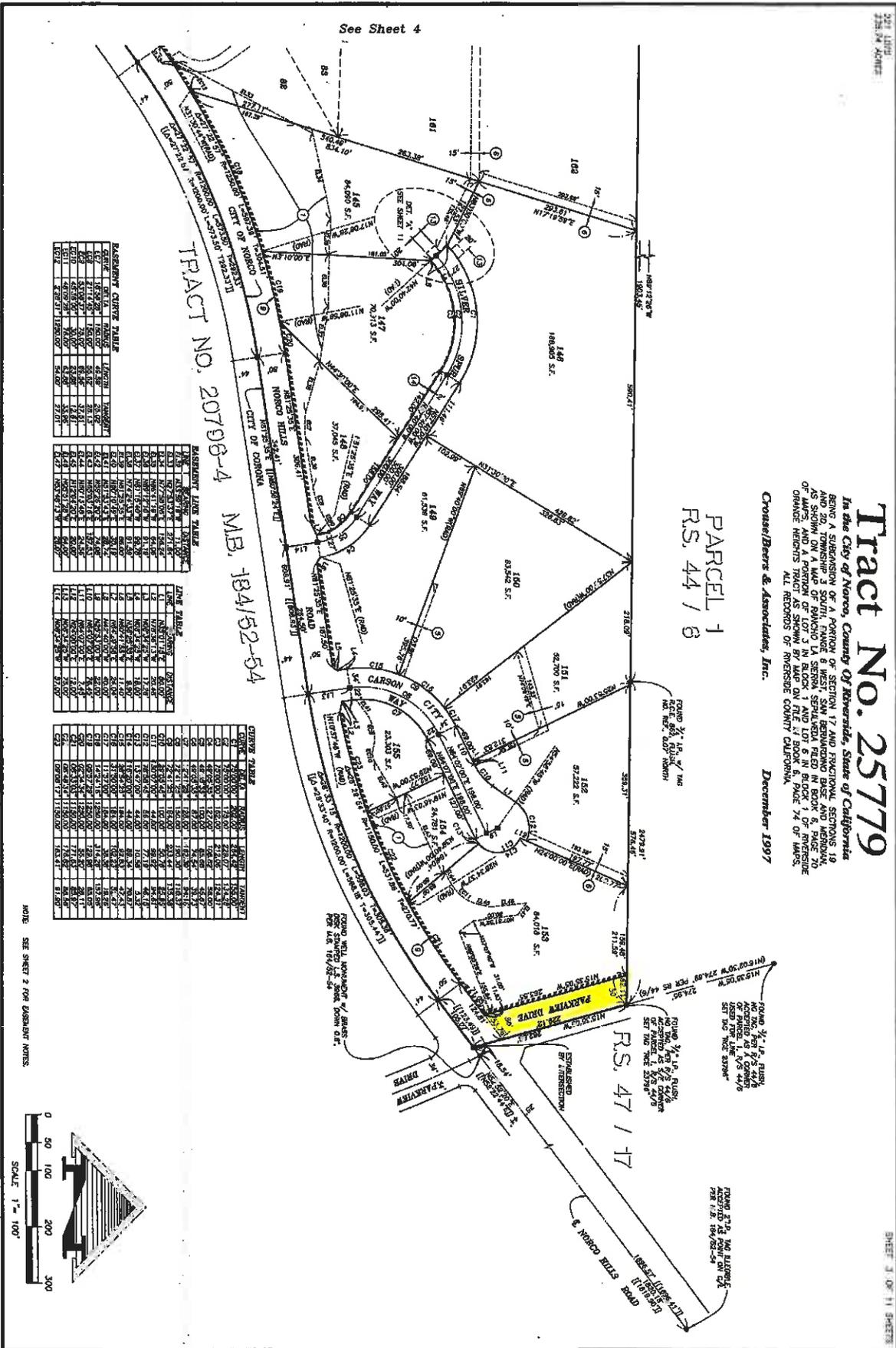
In the City of Norco, County Of Riverside, State of California  
BEING A SUBDIVISION OF A PORTION OF SECTION 17 AND FRACTIONAL SECTIONS 19  
AND 20, TOWNSHIP 3 SOUTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN,  
AS SHOWN ON A MAP OF RANCHO LA SERENA SEPARABLE FIELD IN BOOK 6, PAGE 70  
OF RECORDS OF RIVERSIDE COUNTY CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 70  
OF RECORDS OF RIVERSIDE COUNTY CALIFORNIA.  
ALL RECORDS OF RIVERSIDE COUNTY CALIFORNIA.

Cross/Bears & Associates, Inc.

December 1997

## PARCEL 1 R.S. 44 / 8

## R.S. 47 / 17



**EASEMENT DATA TABLE**

NO.	TYPE	WIDTH	LENGTH	AREA
1	ROAD	10.00	100.00	1000.00
2	ROAD	10.00	100.00	1000.00
3	ROAD	10.00	100.00	1000.00
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100	ROAD	10.00	100.00	1000.00

**EASEMENT DATA TABLE**

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10	ROAD	10.00	100.00	1000.00
11	ROAD	10.00	100.00	1000.00

# CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Beth Groves, City Manager 

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

DATE: April 7, 2010

SUBJECT: Accept Bids and Award the Contract for the Sierra Avenue Street Improvement Project

RECOMMENDATION: Award the contract for the Sierra Avenue Street Improvement Project to All American Asphalt in the amount of \$535,025.40 and authorize the City Manager to approve contract change orders up to 10 percent of the contract amount.

**SUMMARY:** Bids for the Sierra Avenue Street Improvement Project were opened on March 24, 2010 with All American Asphalt being the lowest responsible bidder. It is recommended that the City Council award a contract to All American Asphalt in the amount of \$535,025.40 to construct the proposed street improvements.

**BACKGROUND/ANALYSIS:** Staff completed plans and specifications for bidding purposes and on March 24, 2010 bids were received. A total of fifteen (15) bids were received with the bids ranging between \$535,025.40.00 and \$878,578.59 with the lowest responsible bid submitted by All American Asphalt. This is forty-six percent below staff's estimate of \$1,001,586.00.

The City Council approved available funding in the Street (149) and Measure "A" (137) Capital Improvement Fund Programs. Funding within these programs is identified as unspecified pavement overlays and unspecified resurfacing projects.

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

**FINANCIAL IMPACT:** Funds are available in the amount of \$250,000 from the Measure "A" Capital Improvement Fund (137) and in the amount of \$300,000 from the Street Capital Improvement Fund (149); both accounts have approved funds identified as Unspecified Street Overlay/Resurface.

/wrt-75197  
Attachment: Bid Summary



**BID SUMMARY SHEET**

**SIERRA AVENUE STREET IMPROVEMENTS**

QUANTITY	UNITS	DESCRIPTION	Engineer's Estimate		All American Asphalt		Cooley Construction, Inc.	
			UNIT BID	TOTAL	UNIT BID	TOTAL	UNIT BID	TOTAL
1	LS	Clearing, Grubbing, and General Earthwork	\$190,000.00	\$190,000.00	\$47,500.00	\$47,500.00	\$57,000.00	\$57,000.00
1	LS	Mobilization and Traffic Control	\$20,000.00	\$20,000.00	\$56,000.00	\$56,000.00	\$41,000.00	\$41,000.00
75,850	SF	Unclassified Roadway Excavation	\$2.00	\$151,700.00	\$0.42	\$31,857.00	\$0.86	\$65,231.00
2,324	TON	Construct 6" Class II Base	\$26.50	\$61,586.00	\$9.60	\$22,310.40	\$19.70	\$45,782.80
1,852	TON	Construct 4" AC Pavement	\$75.00	\$138,900.00	\$56.00	\$103,712.00	\$62.80	\$116,305.60
4,465	LF	Construct 6" Curb & Gutter (Type C)	\$22.00	\$98,230.00	\$13.10	\$58,491.50	\$10.60	\$47,329.00
1,725	LF	Construct Equestrian Trail and Fencing	\$23.00	\$39,675.00	\$35.00	\$60,375.00	\$31.40	\$54,165.00
108	LF	Construct Equestrian Trail w/ Pavers and Fencing	\$25.00	\$2,700.00	\$247.00	\$26,676.00	\$150.00	\$16,200.00
2,400	SF	Construct PCC Residential Driveway	\$15.00	\$36,000.00	\$5.80	\$13,920.00	\$5.00	\$12,000.00
1,010	SF	Construct PCC Residential Driveway w/ Equest. Trail	\$25.00	\$25,250.00	\$5.50	\$5,555.00	\$5.00	\$5,050.00
500	SF	Construct PCC Commercial Driveway (Std. 255)	\$15.00	\$7,500.00	\$7.80	\$3,900.00	\$5.00	\$2,500.00
1,330	SF	Construct PCC Commercial Driveway (Std. 250)	\$15.00	\$19,950.00	\$7.20	\$9,576.00	\$5.00	\$6,650.00
4	EA	Construct Curb Ramp (Std. 235)	\$2,000.00	\$8,000.00	\$1,320.00	\$5,280.00	\$930.00	\$3,720.00
8	EA	Adjust Manhole	\$290.00	\$2,320.00	\$610.00	\$4,880.00	\$930.00	\$7,440.00
8	EA	Adjust Valve Can	\$100.00	\$800.00	\$255.00	\$2,040.00	\$480.00	\$3,840.00
2	EA	Adjust Irrigation Control Box to Grade	\$75.00	\$150.00	\$460.00	\$920.00	\$175.00	\$350.00
1	EA	Relocate Valve Can	\$1,750.00	\$1,750.00	\$1,220.00	\$1,220.00	\$1,600.00	\$1,600.00
2	EA	Relocate AV & AR w/ Bollards	\$5,000.00	\$10,000.00	\$2,550.00	\$5,100.00	\$1,800.00	\$3,600.00
33	EA	Relocate/Adjust Water Meter Box	\$3,000.00	\$99,000.00	\$255.00	\$8,415.00	\$170.00	\$5,610.00
555	SF	Construct Cross Gutter & Spandrel	\$15.00	\$8,325.00	\$12.00	\$6,660.00	\$7.60	\$4,218.00
25	LF	Construct Curb Transition	\$20.00	\$500.00	\$14.50	\$362.50	\$30.00	\$750.00
1	LS	Install Pavement Striping and Markings	\$7,500.00	\$7,500.00	\$5,200.00	\$5,200.00	\$4,100.00	\$4,100.00
215	LF	33" RCP Pipe (D-2000)	\$200.00	\$43,000.00	\$115.00	\$24,725.00	\$112.00	\$24,080.00
1	EA	Manhole No. 2	\$5,500.00	\$5,500.00	\$4,750.00	\$4,750.00	\$2,500.00	\$2,500.00
1	EA	Manhole No. 4	\$7,000.00	\$7,000.00	\$6,650.00	\$6,650.00	\$4,200.00	\$4,200.00
2	EA	Catch Basin No. 1 (CB-100)	\$5,000.00	\$10,000.00	\$4,600.00	\$9,200.00	\$4,800.00	\$9,600.00
2	EA	Local Depression No. 2 (LD-201)	\$2,000.00	\$4,000.00	\$480.00	\$960.00	\$800.00	\$1,600.00
30	LF	Relocate Existing 12" Waterline	\$75.00	\$2,250.00	\$293.00	\$8,790.00	\$330.00	\$9,900.00
<b>TOTAL BID</b>				<b>\$1,001,586.00</b>		<b>\$535,025.40</b>		<b>\$556,321.40</b>
						vs.		<b>\$558,994.00</b>
Low Bid Subcontractors					Storm Drain/Water	SRD Const., Anaheim	Minor Concrete	Kobold Const., Chino
					Fence	Alcorn Fence, Orange	Clear & Grub	Youngs Land Clearing, Thermal
					Striping	Superior Pvm, LaMirada	Fencing	Valley Cities Fence, Norco
					Clear & Grub	V & E Tree, Orange	Pavers	Wallace Landscape, Apple Valley
					Pavers	Granstrom Masonry, Torrance	Adjust Manholes	EBS Manhole Adjusting, Corona
							Storm Drain & Water	Slater Inc., Fontana
							Striping	Orange Co. Striping, Orange



**BID SUMMARY SHEET**

**SIERRA AVENUE STREET IMPROVEMENTS**

QUANTITY	UNITS	DESCRIPTION	Hardy & Harper, Inc.		Hillcrest Contracting		Palp, Inc.	
			UNIT BID	TOTAL	UNIT BID	TOTAL	UNIT BID	TOTAL
1	LS	Clearing, Grubbing, and General Earthwork	\$69,000.00	\$69,000.00	\$40,000.00	\$40,000.00	\$63,600.00	\$63,600.00
1	LS	Mobilization and Traffic Control	\$24,000.00	\$24,000.00	\$52,000.00	\$52,000.00	\$34,000.00	\$34,000.00
75,850	SF	Unclassified Roadway Excavation	\$0.49	\$37,166.50	\$1.07	\$81,159.50	\$1.00	\$75,850.00
2,324	TON	Construct 6" Class II Base	\$13.00	\$30,212.00	\$18.00	\$41,832.00	\$17.60	\$40,902.40
1,852	TON	Construct 4" AC Pavement	\$60.00	\$111,120.00	\$63.00	\$116,676.00	\$64.50	\$119,454.00
4,465	LF	Construct 6" Curb & Gutter (Type C)	\$16.00	\$71,440.00	\$12.30	\$54,919.50	\$9.35	\$41,747.75
1,725	LF	Construct Equestrian Trail and Fencing	\$30.00	\$51,750.00	\$25.00	\$43,125.00	\$35.00	\$60,375.00
108	LF	Construct Equestrian Trail w/ Pavers and Fencing	\$225.00	\$24,300.00	\$250.00	\$27,000.00	\$200.00	\$21,600.00
2,400	SF	Construct PCC Residential Driveway	\$5.00	\$12,000.00	\$5.50	\$13,200.00	\$3.80	\$9,120.00
1,010	SF	Construct PCC Residential Driveway w/ Equest. Trail	\$5.00	\$5,050.00	\$5.50	\$5,555.00	\$3.80	\$3,838.00
500	SF	Construct PCC Commercial Driveway (Std. 255)	\$7.00	\$3,500.00	\$7.80	\$3,900.00	\$4.60	\$2,300.00
1,330	SF	Construct PCC Commercial Driveway (Std. 250)	\$7.00	\$9,310.00	\$7.80	\$10,374.00	\$6.00	\$7,980.00
4	EA	Construct Curb Ramp (Std. 235)	\$2,100.00	\$8,400.00	\$900.00	\$3,600.00	\$555.00	\$2,220.00
8	EA	Adjust Manhole	\$500.00	\$4,000.00	\$600.00	\$4,800.00	\$680.00	\$5,440.00
8	EA	Adjust Valve Can	\$500.00	\$4,000.00	\$185.00	\$1,480.00	\$515.00	\$4,120.00
2	EA	Adjust Irrigation Control Box to Grade	\$500.00	\$1,000.00	\$900.00	\$1,800.00	\$1,400.00	\$2,800.00
1	EA	Relocate Valve Can	\$1,000.00	\$1,000.00	\$2,800.00	\$2,800.00	\$2,250.00	\$2,250.00
2	EA	Relocate AV & AR w/ Bollards	\$3,700.00	\$7,400.00	\$2,500.00	\$5,000.00	\$1,730.00	\$3,460.00
33	EA	Relocate/Adjust Water Meter Box	\$400.00	\$13,200.00	\$225.00	\$7,425.00	\$225.00	\$7,425.00
555	SF	Construct Cross Gutter & Spandrel	\$8.00	\$4,440.00	\$11.00	\$6,105.00	\$11.00	\$6,105.00
25	LF	Construct Curb Transition	\$30.00	\$750.00	\$16.00	\$400.00	\$13.00	\$325.00
1	LS	Install Pavement Striping and Markings	\$22,276.50	\$22,276.50	\$4,000.00	\$4,000.00	\$4,420.00	\$4,420.00
215	LF	33" RCP Pipe (D-2000)	\$140.00	\$30,100.00	\$120.00	\$25,800.00	\$127.00	\$27,305.00
1	EA	Manhole No. 2	\$5,000.00	\$5,000.00	\$3,700.00	\$3,700.00	\$5,760.00	\$5,760.00
1	EA	Manhole No. 4	\$7,000.00	\$7,000.00	\$4,000.00	\$4,000.00	\$8,100.00	\$8,100.00
2	EA	Catch Basin No. 1 (CB-100)	\$5,800.00	\$11,600.00	\$4,600.00	\$9,200.00	\$6,500.00	\$13,000.00
2	EA	Local Depression No. 2 (LD-201)	\$1,600.00	\$3,200.00	\$1,500.00	\$3,000.00	\$2,160.00	\$4,320.00
30	LF	Relocate Existing 12" Waterline	\$275.00	\$8,250.00	\$273.00	\$8,190.00	\$335.00	\$10,050.00
<b>TOTAL BID</b>				<b>\$580,465.00</b>		<b>\$581,041.00</b>		<b>\$587,867.15</b>
			vs.	<b>\$576,000.00</b>			vs.	<b>\$1,141,284.86</b>
Low Bid Subcontractors			Curb & Gutter	EBS Inc., Corona				
			Item 23-28	Gwimco Const.,				
			Striping & Marking	Alta Loma				
				OC Striping,				
				Orange				



**BID SUMMARY SHEET**

**SIERRA AVENUE STREET IMPROVEMENTS**

QUANTITY	UNITS	DESCRIPTION	Caliber Paving Co.		Landmark Site Contractors		Sequel Contractors, Inc.	
			UNIT BID	TOTAL	UNIT BID	TOTAL	UNIT BID	TOTAL
1	LS	Clearing, Grubbing, and General Earthwork	\$124,795.00	\$124,795.00	\$60,000.00	\$60,000.00	\$100,000.00	\$100,000.00
1	LS	Mobilization and Traffic Control	\$15,000.00	\$15,000.00	\$16,000.00	\$16,000.00	\$25,000.00	\$25,000.00
75,850	SF	Unclassified Roadway Excavation	\$0.75	\$56,887.50	\$1.20	\$91,020.00	\$0.85	\$64,472.50
2,324	TON	Construct 6" Class II Base	\$14.10	\$32,768.40	\$16.00	\$37,184.00	\$20.00	\$46,480.00
1,852	TON	Construct 4" AC Pavement	\$75.00	\$138,900.00	\$76.00	\$140,752.00	\$60.00	\$111,120.00
4,465	LF	Construct 6" Curb & Gutter (Type C)	\$13.20	\$58,938.00	\$13.00	\$58,045.00	\$16.00	\$71,440.00
1,725	LF	Construct Equestrian Trail and Fencing	\$22.10	\$38,122.50	\$33.00	\$56,925.00	\$50.00	\$86,250.00
108	LF	Construct Equestrian Trail w/ Pavers and Fencing	\$156.00	\$16,848.00	\$120.00	\$12,960.00	\$200.00	\$21,600.00
2,400	SF	Construct PCC Residential Driveway	\$6.32	\$15,168.00	\$5.00	\$12,000.00	\$4.00	\$9,600.00
1,010	SF	Construct PCC Residential Driveway w/ Equest. Trail	\$6.32	\$6,383.20	\$5.00	\$5,050.00	\$4.00	\$4,040.00
500	SF	Construct PCC Commercial Driveway (Std. 255)	\$6.88	\$3,440.00	\$6.00	\$3,000.00	\$4.25	\$2,125.00
1,330	SF	Construct PCC Commercial Driveway (Std. 250)	\$6.88	\$9,150.40	\$6.00	\$7,980.00	\$4.25	\$5,652.50
4	EA	Construct Curb Ramp (Std. 235)	\$797.00	\$3,188.00	\$1,600.00	\$6,400.00	\$1,000.00	\$4,000.00
8	EA	Adjust Manhole	\$300.00	\$2,400.00	\$700.00	\$5,600.00	\$600.00	\$4,800.00
8	EA	Adjust Valve Can	\$200.00	\$1,600.00	\$500.00	\$4,000.00	\$600.00	\$4,800.00
2	EA	Adjust Irrigation Control Box to Grade	\$250.00	\$500.00	\$80.00	\$160.00	\$300.00	\$600.00
1	EA	Relocate Valve Can	\$200.00	\$200.00	\$3,700.00	\$3,700.00	\$2,000.00	\$2,000.00
2	EA	Relocate AV & AR w/ Bollards	\$1,500.00	\$3,000.00	\$2,000.00	\$4,000.00	\$2,000.00	\$4,000.00
33	EA	Relocate/Adjust Water Meter Box	\$50.00	\$1,650.00	\$400.00	\$13,200.00	\$400.00	\$13,200.00
555	SF	Construct Cross Gutter & Spandrel	\$6.88	\$3,818.40	\$7.00	\$3,885.00	\$6.00	\$3,330.00
25	LF	Construct Curb Transition	\$16.00	\$400.00	\$19.00	\$475.00	\$20.00	\$500.00
1	LS	Install Pavement Striping and Markings	\$4,452.80	\$4,452.80	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00
215	LF	33" RCP Pipe (D-2000)	\$115.00	\$24,725.00	\$153.00	\$32,895.00	\$100.00	\$21,500.00
1	EA	Manhole No. 2	\$4,290.00	\$4,290.00	\$4,600.00	\$4,600.00	\$5,000.00	\$5,000.00
1	EA	Manhole No. 4	\$7,590.00	\$7,590.00	\$7,700.00	\$7,700.00	\$7,000.00	\$7,000.00
2	EA	Catch Basin No. 1 (CB-100)	\$3,500.00	\$7,000.00	\$6,300.00	\$12,600.00	\$6,000.00	\$12,000.00
2	EA	Local Depression No. 2 (LD-201)	\$1,200.00	\$2,400.00	\$1,800.00	\$3,600.00	\$2,000.00	\$4,000.00
30	LF	Relocate Existing 12" Waterline	\$395.00	\$11,850.00	\$290.00	\$8,700.00	\$300.00	\$9,000.00
<b>TOTAL BID</b>				<b>\$595,465.20</b>		<b>\$616,931.00</b>		<b>\$648,510.00</b>
			vs.	<b>\$595,232.00</b>				
Low Bid Subcontractors								



**BID SUMMARY SHEET**

**SIERRA AVENUE STREET IMPROVEMENTS**

QUANTITY	UNITS	DESCRIPTION	United Paving Co.		Shawnan		Laird Construction Co., Inc.	
			UNIT BID	TOTAL	UNIT BID	TOTAL	UNIT BID	TOTAL
1	LS	Clearing, Grubbing, and General Earthwork	\$10,000.00	\$10,000.00	\$193,738.00	\$193,738.00	\$92,053.75	\$92,053.75
1	LS	Mobilization and Traffic Control	\$8,000.00	\$8,000.00	\$30,000.00	\$30,000.00	\$38,500.00	\$38,500.00
75,850	SF	Unclassified Roadway Excavation	\$1.50	\$113,775.00	\$0.40	\$30,340.00	\$0.85	\$64,472.50
2,324	TON	Construct 6" Class II Base	\$27.60	\$64,142.40	\$25.00	\$58,100.00	\$18.50	\$42,994.00
1,852	TON	Construct 4" AC Pavement	\$70.14	\$129,899.28	\$50.00	\$92,600.00	\$68.00	\$125,936.00
4,465	LF	Construct 6" Curb & Gutter (Type C)	\$25.33	\$113,098.45	\$15.00	\$66,975.00	\$14.50	\$64,742.50
1,725	LF	Construct Equestrian Trail and Fencing	\$43.00	\$74,175.00	\$32.00	\$55,200.00	\$75.00	\$129,375.00
108	LF	Construct Equestrian Trail w/ Pavers and Fencing	\$199.00	\$21,492.00	\$120.00	\$12,960.00	\$350.00	\$37,800.00
2,400	SF	Construct PCC Residential Driveway	\$5.50	\$13,200.00	\$4.00	\$9,600.00	\$6.50	\$15,600.00
1,010	SF	Construct PCC Residential Driveway w/ Equest. Trail	\$5.52	\$5,575.20	\$4.00	\$4,040.00	\$6.75	\$6,817.50
500	SF	Construct PCC Commercial Driveway (Std. 255)	\$7.75	\$3,875.00	\$4.00	\$2,000.00	\$9.00	\$4,500.00
1,330	SF	Construct PCC Commercial Driveway (Std. 250)	\$8.89	\$11,823.70	\$4.00	\$5,320.00	\$10.00	\$13,300.00
4	EA	Construct Curb Ramp (Std. 235)	\$2,220.00	\$8,880.00	\$2,000.00	\$8,000.00	\$2,250.00	\$9,000.00
8	EA	Adjust Manhole	\$415.00	\$3,320.00	\$300.00	\$2,400.00	\$500.00	\$4,000.00
8	EA	Adjust Valve Can	\$75.00	\$600.00	\$500.00	\$4,000.00	\$50.00	\$400.00
2	EA	Adjust Irrigation Control Box to Grade	\$40.00	\$80.00	\$300.00	\$600.00	\$1,000.00	\$2,000.00
1	EA	Relocate Valve Can	\$775.00	\$775.00	\$300.00	\$300.00	\$500.00	\$500.00
2	EA	Relocate AV & AR w/ Bollards	\$1,665.00	\$3,330.00	\$2,000.00	\$4,000.00	\$1,650.00	\$3,300.00
33	EA	Relocate/Adjust Water Meter Box	\$275.00	\$9,075.00	\$300.00	\$9,900.00	\$350.00	\$11,550.00
555	SF	Construct Cross Gutter & Spandrel	\$8.90	\$4,939.50	\$15.00	\$8,325.00	\$13.25	\$7,353.75
25	LF	Construct Curb Transition	\$28.90	\$722.50	\$10.00	\$250.00	\$50.00	\$1,250.00
1	LS	Install Pavement Striping and Markings	\$5,200.00	\$5,200.00	\$5,000.00	\$5,000.00	\$4,150.00	\$4,150.00
215	LF	33" RCP Pipe (D-2000)	\$131.10	\$28,186.50	\$100.00	\$21,500.00	\$125.00	\$26,875.00
1	EA	Manhole No. 2	\$3,335.00	\$3,335.00	\$3,000.00	\$3,000.00	\$3,650.00	\$3,650.00
1	EA	Manhole No. 4	\$6,665.00	\$6,665.00	\$5,000.00	\$5,000.00	\$6,800.00	\$6,800.00
2	EA	Catch Basin No. 1 (CB-100)	\$3,890.00	\$7,780.00	\$4,000.00	\$8,000.00	\$3,750.00	\$7,500.00
2	EA	Local Depression No. 2 (LD-201)	\$1,668.00	\$3,336.00	\$500.00	\$1,000.00	\$1,650.00	\$3,300.00
30	LF	Relocate Existing 12" Waterline	\$445.00	\$13,350.00	\$250.00	\$7,500.00	\$425.00	\$12,750.00
<b>TOTAL BID</b>				<b>\$668,630.53</b>		<b>\$649,648.00</b>		<b>\$740,470.00</b>
					vs.	<b>\$689,648.00</b>	vs.	<b>\$1,540,230.00</b>
Low Bid Subcontractors								



**BID SUMMARY SHEET**

**SIERRA AVENUE STREET IMPROVEMENTS**

QUANTITY	UNITS	DESCRIPTION	West Coast Structures		EBS Inc.	
			UNIT BID	TOTAL	UNIT BID	TOTAL
1	LS	Clearing, Grubbing, and General Earthwork	\$70,248.00	\$70,248.00	\$145,000.00	\$145,000.00
1	LS	Mobilization and Traffic Control	\$76,739.25	\$76,739.25	\$45,000.00	\$45,000.00
75,850	SF	Unclassified Roadway Excavation	\$0.83	\$62,955.50	\$0.75	\$56,887.50
2,324	TON	Construct 6" Class II Base	\$31.85	\$74,019.40	\$18.00	\$41,832.00
1,852	TON	Construct 4" AC Pavement	\$69.91	\$129,473.32	\$65.00	\$120,380.00
4,465	LF	Construct 6" Curb & Gutter (Type C)	\$21.61	\$96,488.65	\$12.00	\$53,580.00
1,725	LF	Construct Equestrian Trail and Fencing	\$41.99	\$72,432.75	\$85.00	\$146,625.00
108	LF	Construct Equestrian Trail w/ Pavers and Fencing	\$166.00	\$17,928.00	\$300.00	\$32,400.00
2,400	SF	Construct PCC Residential Driveway	\$11.50	\$27,600.00	\$4.50	\$10,800.00
1,010	SF	Construct PCC Residential Driveway w/ Equest. Trail	\$22.50	\$22,725.00	\$4.50	\$4,545.00
500	SF	Construct PCC Commercial Driveway (Std. 255)	\$13.00	\$6,500.00	\$6.50	\$3,250.00
1,330	SF	Construct PCC Commercial Driveway (Std. 250)	\$8.82	\$11,730.60	\$6.50	\$8,645.00
4	EA	Construct Curb Ramp (Std. 235)	\$1,135.00	\$4,540.00	\$2,000.00	\$8,000.00
8	EA	Adjust Manhole	\$250.00	\$2,000.00	\$650.00	\$5,200.00
8	EA	Adjust Valve Can	\$85.00	\$680.00	\$300.00	\$2,400.00
2	EA	Adjust Irrigation Control Box to Grade	\$338.00	\$676.00	\$250.00	\$500.00
1	EA	Relocate Valve Can	\$1,000.00	\$1,000.00	\$250.00	\$250.00
2	EA	Relocate AV & AR w/ Bollards	\$1,493.00	\$2,986.00	\$1,600.00	\$3,200.00
33	EA	Relocate/Adjust Water Meter Box	\$120.00	\$3,960.00	\$150.00	\$4,950.00
555	SF	Construct Cross Gutter & Spandrel	\$9.57	\$5,311.35	\$6.50	\$3,607.50
25	LF	Construct Curb Transition	\$36.00	\$900.00	\$40.00	\$1,000.00
1	LS	Install Pavement Striping and Markings	\$4,473.00	\$4,473.00	\$4,000.00	\$4,000.00
215	LF	33" RCP Pipe (D-2000)	\$91.33	\$19,635.95	\$120.00	\$25,800.00
1	EA	Manhole No. 2	\$2,320.00	\$2,320.00	\$3,300.00	\$3,300.00
1	EA	Manhole No. 4	\$4,520.00	\$4,520.00	\$6,300.00	\$6,300.00
2	EA	Catch Basin No. 1 (CB-100)	\$4,255.00	\$8,510.00	\$3,600.00	\$7,200.00
2	EA	Local Depression No. 2 (LD-201)	\$550.00	\$1,100.00	\$1,600.00	\$3,200.00
30	LF	Relocate Existing 12" Waterline	\$282.00	\$8,460.00	\$440.00	\$13,200.00
<b>TOTAL BID</b>				<b>\$739,912.77</b>		<b>\$761,052.00</b>
			vs.	<b>\$742,412.52</b>	vs.	<b>\$742,412.52</b>
Low Bid Subcontractors						



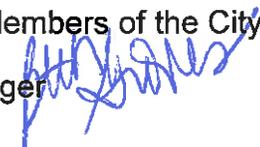
**BID SUMMARY SHEET**

**SIERRA AVENUE STREET IMPROVEMENTS**

QUANTITY	UNITS	DESCRIPTION	RJ Noble Co.		C & C Grading & Paving	
			UNIT BID	TOTAL	UNIT BID	TOTAL
1	LS	Clearing, Grubbing, and General Earthwork	\$78,000.00	\$78,000.00	\$83,974.00	\$83,974.00
1	LS	Mobilization and Traffic Control	\$22,000.00	\$22,000.00	\$96,800.00	\$96,800.00
75,850	SF	Unclassified Roadway Excavation	\$1.50	\$113,775.00	\$1.25	\$94,812.50
2,324	TON	Construct 6" Class II Base	\$30.30	\$70,417.20	\$23.16	\$53,823.84
1,852	TON	Construct 4" AC Pavement	\$63.80	\$118,157.60	\$64.50	\$156,494.00
4,465	LF	Construct 6" Curb & Gutter (Type C)	\$16.35	\$73,002.75	\$25.16	\$112,339.40
1,725	LF	Construct Equestrian Trail and Fencing	\$48.60	\$83,835.00	\$46.43	\$80,091.75
108	LF	Construct Equestrian Trail w/ Pavers and Fencing	\$380.00	\$41,040.00	\$258.00	\$27,864.00
2,400	SF	Construct PCC Residential Driveway	\$8.25	\$19,800.00	\$4.55	\$10,920.00
1,010	SF	Construct PCC Residential Driveway w/ Equest. Trail	\$14.40	\$14,544.00	\$4.55	\$4,595.50
500	SF	Construct PCC Commercial Driveway (Std. 255)	\$9.15	\$4,575.00	\$9.50	\$4,750.00
1,330	SF	Construct PCC Commercial Driveway (Std. 250)	\$7.95	\$10,573.50	\$10.10	\$13,433.00
4	EA	Construct Curb Ramp (Std. 235)	\$2,960.00	\$11,840.00	\$380.00	\$1,520.00
8	EA	Adjust Manhole	\$630.00	\$5,040.00	\$1,190.00	\$9,520.00
8	EA	Adjust Valve Can	\$145.00	\$1,160.00	\$435.00	\$3,480.00
2	EA	Adjust Irrigation Control Box to Grade	\$1,300.00	\$2,600.00	\$1,635.00	\$3,270.00
1	EA	Relocate Valve Can	\$1,050.00	\$1,050.00	\$1,953.00	\$1,953.00
2	EA	Relocate AV & AR w/ Bollards	\$2,575.00	\$5,150.00	\$1,507.00	\$3,014.00
33	EA	Relocate/Adjust Water Meter Box	\$475.00	\$15,675.00	\$526.00	\$17,358.00
555	SF	Construct Cross Gutter & Spandrel	\$12.00	\$6,660.00	\$17.76	\$9,856.80
25	LF	Construct Curb Transition	\$44.00	\$1,100.00	\$25.16	\$629.00
1	LS	Install Pavement Striping and Markings	\$4,000.00	\$4,000.00	\$4,452.80	\$4,452.80
215	LF	33" RCP Pipe (D-2000)	\$130.00	\$27,950.00	\$176.00	\$37,840.00
1	EA	Manhole No. 2	\$5,515.00	\$5,515.00	\$5,889.00	\$5,889.00
1	EA	Manhole No. 4	\$7,420.00	\$7,420.00	\$7,798.00	\$7,798.00
2	EA	Catch Basin No. 1 (CB-100)	\$5,360.00	\$10,720.00	\$7,905.00	\$15,810.00
2	EA	Local Depression No. 2 (LD-201)	\$485.00	\$970.00	\$2,310.00	\$4,620.00
30	LF	Relocate Existing 12" Waterline	\$344.00	\$10,320.00	\$389.00	\$11,670.00
<b>TOTAL BID</b>				<b>\$766,890.05</b>		<b>\$878,578.59</b>
Low Bid Subcontractors						

## CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Beth Groves, City Manager 

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

DATE: April 7, 2010

SUBJECT: Ordinance Establishing Regulations for Smoking in Public Parks

RECOMMENDATION: Adopt **Ordinance No. 2010-\_\_**, for first reading.

**SUMMARY:** In an effort to promote and preserve a healthy environment for children and enhance the quality of life for members of the community, the City Council, at its March 3, 2010 meeting, requested that the Parks and Recreation Commission discuss the issue of smoking in public parks. An ordinance has been drafted for the purpose of regulating and reducing the harmful primary and secondary effects associated with tobacco use and the current threat the effects pose to the public health, safety, and welfare.

**BACKGROUND/ANALYSIS:** In August of 2001, staff met with the Parks and Recreation Commission to establish a tobacco-free park at Wayne Makin/Shearer Sports Complex. After study and review, the Commission recommended to City Council on October 3, 2001 to adopt an ordinance establishing a tobacco-free park at this location. The City Council rejected the recommendation at that time.

On May 11, 2009, the Parks and Recreation Commission discussed the concept of tobacco-free environments within City parks with the exception of the George Ingalls Equestrian Event Center. The matter was referred to the sub-committee for further discussion and was brought back to the Commission for discussion on June 8, 2009. Staff informed the Commission that a draft ordinance would be developed and be brought back for recommendation.

Based on the recent discussions from the City Council at the Regular Meeting held on March 3, 2010 regarding the concept of smoke-free environments within City parks, the draft ordinance was brought back to the Commission for discussion at the March 8, 2010 regular Parks and Recreation Commission meeting as well as at the March 29, 2010 U.N.L.O.A.D. Committee meeting.

Staff drafted an ordinance based on past discussions and recommendations from both the Parks and Recreation Commission and the U.N.L.O.A.D. Committee regarding the issues that revolve around smoking and tobacco use in public parks. It was agreed that most parks involve youth activities and playgrounds, and the objective of creating an ordinance for smoke-free environments sends a clear message of social responsibility which helps promote healthier lifestyles. The UNLOAD Committee, at its March 29, 2010 meeting, concurred with the Parks and Recreation Commission recommendations in all regards except for how to handle the George Ingalls Equestrian Event Center (GIEEC). The Parks and Recreation Commission recommends creating "smoking areas" at the GIEEC while the UNLOAD recommends creating "no smoking areas" in the bleachers, and allowing the Director of Parks & Recreation to designate additional "no smoking areas" based on the needs of specific events. Staff concurs with the UNLOAD recommendation because it is less restrictive on citizen use of the GIEEC and still meets the goals identified by the Parks & Recreation Commission. The proposed ordinance, as approved by the Parks and Recreation Commission, has been amended as recommended by UNLOAD.

The goal of the proposed ordinance is to minimize or eliminate harmful second-hand smoke to others in a park or event center setting. Currently, California lawmakers are considering smoking ban at all state parks. If the legislation eventually is signed into law, California would be the first state to ban smoking throughout its entire state park system. Similar smoking bans are being considered in Hawaii, New Hampshire, New Jersey and New York, according to the American Cancer Society.

The proposed ordinance allows for signs to be posted in the park and recreation areas notifying people of the respective section of the Norco Municipal Code which establishes this prohibition. Understanding that enforcement of a smoke-free ordinance is unrealistic due to lack of resources, it can be used as an awareness tool to promote a healthier lifestyle.

**FINANCIAL IMPACT:** The cost associated with the production of signs is estimated at \$100 per sign. Approximately 50 signs are recommended to be installed throughout the city parks system and the George Ingalls Equestrian Event Center. In the Zone Tobacco-FREE Project has committed to funding approximately \$3,750 for signage. There are no funds budgeted for the balance of signs to be purchased. This shortfall will result in 12 signs not installed in the park system.

/ma-75119

Attachment: Ordinance No. \_\_\_\_ for first reading

## ORDINANCE NO. \_\_\_\_\_

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA, ADDING CHAPTER 9.90 "REGULATION OF SMOKING IN PUBLIC PARKS" TO THE MUNICIPAL CODE. CODE CHANGE 2010-03.

WHEREAS, The City of Norco is an equestrian community known as Horsetown USA;  
and

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

WHEREAS, the City recognizes that secondhand smoke increases the risk for lung cancer and coronary heart disease in non-smokers; and

WHEREAS, as a result of the harmful primary and secondary effects associated with smoking and the current threat such effects pose to the public health, safety and welfare, the City wishes to prohibit smoking in its public parks as authorized by Health and Safety Code Sections 118910 and 118940.

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

SECTION 1: Norco Municipal Code Section 9.90 (Regulation of Smoking in Public Parks) is hereby established to read as follows:

#### Chapter 9.90

#### "REGULATION OF SMOKING IN PUBLIC PARKS"

##### Sections:

9.90.010 Intent and Purpose

9.90.020 Definitions

9.90.030 Prohibitions

9.90.040 Posting of Signs

9.90.050 Violation and Penalties

##### 9. 90.010 Intent and Purpose:

The purpose of this chapter is to protect the public health, welfare and safety of the community and to recognize the need to breathe clean air by regulating smoking in public parks. In addition, the City acknowledges that where there is conflict between the desires of persons who smoke and the need of nonsmokers to breathe smoke-free air, the needs of the nonsmoker shall have priority.

9.90.020 Definitions:

For the purposes of this chapter, the following words are defined:

A. **"Public park"** means all park areas, including the parking lots, driveways, access roads and pedestrian-equestrian trails adjacent to or within the park area. "Public park" does not include public roadways or pedestrian-equestrian trails not within or adjacent to a public park.

B. **"Smoking"** means carrying or holding a lighted pipe, cigar or cigarette, or any other lighted smoking product or equipment used to burn any tobacco products, weed, plant or combustible substance. Smoking includes emitting or exhaling the fumes of any pipe, cigar, cigarette, or any other lighted smoking equipment used for burning any tobacco product, weed, plant or any combustible substance.

C. **"Tobacco product"** means any substance containing tobacco leaf, including but not limited to cigarettes, cigars, pipe tobacco, or any other preparation of tobacco.

9.90.030 Prohibitions:

Smoking is prohibited in all areas of all public parks. In the case of the George Ingalls Equestrian Event Center, smoking is prohibited in the bleachers, and any other areas that may be identified by the Director of Parks and Recreation, and posted as a "No Smoking" area.

9.90.040 Posting of Signs:

In order to provide reasonable notice to the public, signs shall be posted in one or more conspicuous and visible area(s) of public parks. No smoking signs with letters of not less than one (1") inch height, or the international "No Smoking" symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it) shall be clearly, sufficiently and conspicuously posted at or near the entry of public parks or event center.

9.90.050 Violation and Penalties:

Except as otherwise provided, a violation of any of the provisions of this chapter shall be punishable pursuant to Section 1.04.010 (Amended by Ord. 765, December 2000)."

SECTION 2. **EFFECTIVE DATE:** This Ordinance shall become effective thirty (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.

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held on April 21, 2010.

\_\_\_\_\_  
Mayor of the City of Norco

ATTEST:

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

I, BRENDA 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 April 7, 2010 and thereafter at a regular meeting of said City Council duly held on the April 21, 2010, it was duly passed and adopted by the following vote of the City Council, to-wit:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Norco, California, April 21, 2010.

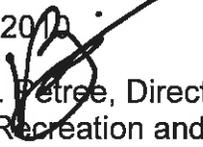
\_\_\_\_\_  
Brenda K. Jacobs, City Clerk  
City of Norco, California

/ma-75118

## CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Beth Groves, City Manager 

DATE: April 7, 2010 

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

SUBJECT: Approval of a Lease Agreement with the Norco Fair Committee for a Community Fair at the George Ingalls Equestrian Event Center

RECOMMENDATION: Approve the Lease Agreement with the Norco Fair Committee for use of the George Ingalls Equestrian Event Center.

**SUMMARY:** At its February 17, 2010 meeting, the City Council authorized the City Manager and staff to negotiate terms with a community organization, the Norco Fair Committee, for the use of the George Ingalls Equestrian Event Center to put on a fair over Labor Day weekend. Staff has met with the Norco Fair Committee and has reached agreement upon the proposed terms of a Lease Agreement for the use of the George Ingalls Equestrian Event Center.

**BACKGROUND/ANALYSIS:** The grass roots community-based committee, called the Norco Fair Committee ("Committee") is proposing to host a community fair on Labor Day weekend. The event will provide activities that are cultural and rooted to the historical traditions of past fairs hosted in the City. Some of the program venues set for the community event include, but are not limited to, a carnival with rides, entertainment/bands, a talent show, dancers, equestrian and rough stock events, a Labor Day parade, and the possibility of a headliner concert. Other parts of the venues will play host to food, display exhibits, merchandise, crafts, 4-H exhibits, and the FFA livestock show.

Staff has met several times with the Committee, lead by Jim Sassin, made up of 30 residents along with a number of service clubs and non-profit organizations. During the various meetings, the Committee's representatives provided background on its historical experience in hosting neighborhood events, including community fairs and special events.

The Committee describes itself as a grass roots group of volunteers, service groups and non-profits who wish to host a local fair that provides a philosophical approach of creating "Community Partnerships." The Committee's proposal provides a commitment from local volunteers and provides a solid base unit of individuals to host a neighborhood fair that promotes the city's image and sense of place.

The Committee provides a relevant, reliable commitment from a group of residents committed to providing the opportunity for local non-profits, service clubs, and community organizations who are vested to be a part of the organization make-up for success. The Committee's goal is to provide opportunities for local organizations to raise annual start-up money for their clubs or organizations and not to create a fiscal venture for profit. The Committee is committed to low gate and activity fees to make it more affordable for Norco and surrounding families. Each group is vested to make the event a success. Previous fairs were fund raisers for operations of the Norco Chamber Commerce.

The Committee has requested that the City Council consider waiving facility fees for the 2010 fair. The Committee has committed paying for all direct costs associated with the various departments throughout the City in advance, including overtime and all of the Sheriff costs. For all proceeding years of the fair, the Committee will pay full facility fees as stated in the Lease Agreement. The Committee is also requesting \$15,000 in financial assistance from the Norco Redevelopment Agency ("Agency") to help start up the inaugural event.

The Committee has opened bank accounts and has taken steps to file with the State Franchise Tax Board, IRS for becoming a Non-Profit organization, and registering their organization name as a non-profit business.

Staff recommends that the City Council approve the Lease Agreement with the Committee for the use of the George Ingalls Equestrian Event Center to hold the 2010 Norco fair. By November 17, 2010, staff will return to the City Council with a post-event report.

**FISCAL IMPACT:** Financial assistance in the amount of \$15,000 is available in the current Fiscal Year Agency Budget (Account No. 013.5010.35255). The City of Norco will set aside approximately \$11,300 in facilities fees for the 2010 event.

Attachment: Lease Agreement

/bp-75146

**CITY OF NORCO**  
**PARKS, RECREATION AND COMMUNITY SERVICES**  
**LEASE AGREEMENT**

THIS LEASE AGREEMENT, hereinafter referred to as "LEASE" made and entered into on the day and year as set forth below, by and between the **CITY OF NORCO**, a municipal corporation of the State of California, hereinafter referred to as "LESSOR," and the **NORCO FAIR COMMITTEE**, a community-based organization located in Norco, California, hereinafter referred to as "LESSEE."

**W I T N E S S E T H:**

Lessor, subject to the covenants and agreement hereinafter contained by the Lessee to be kept and performed, demises, leases and lets unto said Lessee and Lessee does lease from Lessor those certain premises in the City of Norco, County of Riverside, State of California, described as follows:

The real property, George Ingalls Equestrian Events Center, commonly referred to as "Ingalls Park", including all areas and parking lots, on and off site, to have and to hold unto said Lessee on the following terms and conditions:

**1. PURPOSE**

Lessee shall have sole control of the aforementioned premises for the term of this Lease and may use said premises solely for the purpose of conducting the NORCO FAIR, said Fair to include amusements for people of all ages, eating and drinking concessions, concerts, horse shows, bull riding, exhibits and entertainment. Lessee shall be able to sell alcoholic beverages and allowed to be consumed on said premises during the term of this Lease.

**2. TERM**

This Lease covers the period beginning on August 31, 2010 and ending at 12:00 Noon on September 12, 2010.

The event use for the North Ingalls Park area and the South Ingalls Park area shall be for a period of five (5) days, with preparation commencing seven days prior to Labor Day. Any exception must be approved by the City of Norco, Department of Parks, Recreation and Community Services.

The Main Arena portion of South Ingalls Park will be watered and prepared by the Lessor prior to the commencement of the annual term of the Lease. Lessee will have full control of areas of Ingalls Park as defined herein including any and all activities of the Park for the duration of the Norco Fair.

Lessee will have full control of Ingalls Park on and off site during the Norco Fair. Lessee will direct the parking of vehicles during the Fair. Lessee recognizes that the George Ingalls Equestrian Event Center is a publicly owned facility and, subject to Lessee's admission charges and reasonable rules governing conduct upon admission, may not refuse admission to any member of the public at large.

### 3. LESSEE'S CONSIDERATION

Lessee covenants and agrees that it will pay as rental for the aforementioned premises thereon, \$11,300 as a rental fee, and a deposit bond of \$5,000 security/damage, cleaning, and is refundable if all terms and condition of this Lease are met. Said fees shall be paid no later than August 20, 2010.

By July 1, 2010 Lessee shall submit the annual proposed budget identifying revenues and expenditures for the Lessee, as well as an organizational chart and committee assignments and responsibilities identifying management of the Norco Fair. Thirty (30) days after the conclusion of the annual event, the Lessee shall submit an actual accounting of expenditures and revenue for said event.

### OTHER CONSIDERATION

- Lessor agrees to provide financial assistance for the 2010 event in the amount of \$15,000.00 to assist the Lessee with the event.
- Lessee further understands that the City of Norco will set aside its facility rental fees for the Norco Fair for its 2010 event, with the exception of those direct costs associated to the fair event identified in this Lease by City departments. All deposit bonds are required, and are not surrender in this Lease. All fees and conditions shall be performed as set forth in the Lease.

### 4. INDEMNIFICATION AND INSURANCE FOR LIABILITY

Lessee agrees and covenants that as part of its consideration to Lessor for leasing said premises, it shall hold and save Lessor and Lessor's officers, agents, City Council Members, City employees and Riverside County Sheriff Department Employees and Citizens on Patrol free, clear and harmless from any and all demands, claims, actions, causes of action by any person or persons whosoever, loss, cost or damage that may arise out of or in connection with Lessee's sponsorship of said Norco Fair and/or use of the aforementioned premises by Lessee, its officers, agent and employees or any other person during the term of this Lease.

Lessee further agrees to deliver on or before Monday, August 2, 2010, to Lessor two executed copies of a continuing Public Liability and Property Damage Insurance Policy and all endorsements naming the City of Norco and its employees and agents as additional insured's in a form that is satisfactory to Lessor to effectually indemnify and hold Lessor, its officers, agents, City Council Members, City employees and Riverside County Sheriff Department Employees harmless against any and all claims related to all activities associated at the Norco Fair (including the parade and animal-related events) in the amount of \$1,000,000 for injury to any one person in any one incident, \$2,000,000 for injuries sustained by more than one person in a single incident, \$100,000 for property damage sustained by any one person in a single incident, and \$1,000,000 for liquor liability and shall keep the same in full effect and force during the term of this Lease. Insurance will need to be submitted by Monday, August 2, 2010. The insurance policy must be approved by the City's insurer PERMA and list the City of Norco as additional insured on the insurance policy and all endorsements required for individual activities to secure all liability risks included in the event. The carnival concessionaire obtained by the Lessee for the Norco Fair must provide to the Lessor a liability insurance policy that names not only the Lessee as additionally insured, but must name the City of Norco as an additionally insured endorsement and must satisfy the City of Norco and PERMA requirements for general liability and not less than \$4 million dollars per occurrence.

## 5. REPAIRS AND MAINTENANCE

Lessee represents that it has inspected and examined the demised premises and accepts them in their present conditions as of the effective date of the term of this Lease contingent upon a re-inspection and acceptance to be conducted prior to the annual term of the Lease. Lessor agrees that all electrical, plumbing and drainage facilities will be in complete operating condition to allow full utilization of said premises. Lessee agrees that Lessor shall not be required to make any improvements whatsoever in or upon the premises hereby demised or any part thereof. Lessor agrees to make any repairs deemed necessary to place the facility in a safe operating condition prior to the start of the Lease period. Lessee agrees to make all reasonable repairs to said premises during the term of the Lease, at Lessee's sole cost and expense. Lessee further agrees to keep said premises safe and in good condition and order at all times during the Lease period and upon expiration of this Lease or at any sooner termination thereof, the Lessee will quit and surrender possession of said premises quietly and peaceably and in as good order and condition as the same at the commencement hereof, reasonable wear, tear and damage by the elements excepted; Lessee further agrees to keep and lease said premises free from all nuisance and dangerous and defective conditions.

Lessee further covenants and agrees to keep at its own expense any and all building and structures clean and free of garbage, refuse and debris. Said cleaning operations shall be properly supervised and subject to the continuing approval of Lessor.

Lessee will furnish on an on-call basis, during the term of the Lease, a licensed electrician and plumber to handle any electrical or plumbing problems that may arise during the event period. At no time will any major changes be made with regard to electrical or plumbing implementation without the Parks, Recreation and Community Services Director's approval. Any and all call-outs by the Lessee for the Lessor during the term will be reimbursed back to the City at the Lessee's sole cost and expense.

Lessee will be responsible for the supervision of all cleaning of the facilities which includes all parking lots and lands surrounding grounds and streets. Upon failure to return facilities within George Ingalls Equestrian Event Center and surrounding grounds and streets back to an acceptable standard by the Lessee, the Lessor shall correct all areas at the sole cost and expense of the Lessee.

It is the responsibility of the Lessee to provide adequate lighting in the parking area and all areas deemed necessary by the Lessor or its agent and to provide for operation and maintenance.

#### 6. SANITATION FACILITIES

Lessee agrees to provide no less than Riverside County Health Department Standards and Uniform Building Codes (UBC) requirement for sanitation facilities on said premises, during the term of this Lease. A service schedule for the portable restrooms shall be required, and locations of the portable restrooms shall be provided with a site plan that designates the location of the restrooms, and is due to the City by August 2, 2010. City staff shall have the discretion to require additional toilets if needed for the health, safety and welfare of the public. The particular location of each toilet shall be determined by Lessee. Lessee further agrees to keep at its own expense, said toilets and those sanitation facilities provided by the Lessee clean and continually operational and properly maintained as to necessary supplies. Failure to return facilities back to an acceptable standard by Lessee, the Lessor shall correct all areas at the sole cost and expense of the Lessee.

#### 7. IMPROVEMENTS

Lessee may, subject to prior written approval of Lessor's Agent, at Lessee's sole cost and expense, make such changes, temporary alteration or improvements as may be necessary to fit said premises for the purpose stated herein and improvements of every kind and nature, wherever installed by Lessee, shall remain the property of Lessee, who shall remove the same upon the termination of this Lease, provided that such removal shall be done in such a manner as not to injure or damage the demised premises and provided further, that should Lessee fail to remove said improvements as above provided, Lessor, at its option, shall require Lessee to remove the same. In the event that said Lessee shall fail to remove said improvements after receipt of notice from Lessor, Lessor may remove the same and dispose of the same as it sees fit. Lessee further agrees that should Lessor remove said improvements as above provided, that Lessee will pay Lessor upon demand the cost of such removal, plus the cost of transportation and disposition thereof.

#### 8. ALCOHOLIC BEVERAGE CONCESSION

All alcoholic beverage concessions must be operated following the ABC Guidelines and the guidelines and restrictions specified by the Lessor and the Riverside County Sheriff's Department. The following conditions must be met:

- A. Alcohol possession and consumption will be restricted to Beverage "Alcohol" Zones.
- B. Beverage "Alcohol" Zones area map shall be provided.

C. Conditions for Beverage "Alcohol" Zones:

- i. The Lessee will provide the security staff. All security staff must sign in and out at the beginning and end of each shift at the Sheriff's Command Post at the Fair. The Lessee will pay the City of Norco \$50 per hour for each unfilled security position.
- ii. The Lessee will provide a deposit bond based on the estimated hours for Sheriff services by August 2, 2010 to the the Norco Sheriff's Department for services provided. The cost is estimated at \$15,000 for about 215 hours of Sheriff staff time. Any unused portion of Sheriff service costs will be reimbursed back to the Lessee with 30 days of close of the event.
- iii. All security staff must be employed by a security company, licensed in the State of California; or they must possess a valid current guard card issued by the State of California; or they must be off-duty peace officers. Security staff will wear a distinctive uniform so that they are easily identifiable by the public.
- iv. The Lessee will provide one security guard to monitor the 4-H area on Sunday, September 5, 2010 when alcohol is permitted to be consumed.
- v. The Lessee will not be charged the Jail Access Fee for persons who arrive at the fair intoxicated and who are detained by the security guard at one of the entry gates. However, the Lessee will pay the City of Norco \$400 for each person who is arrested at the Fairgrounds and booked for a misdemeanor crime.
- vi. The Lessee will obtain a license from the California Department of Alcoholic Beverage Control to sell alcoholic beverages and will abide by the conditions.
- vii. The Lessee will use tamper-resistant wrist bands to identify those who are 21 years or older and who purchase or consume alcoholic beverages. A different color wrist band will be used each day.
- viii. This staffing plan does not include "Battle of the Bands". Should this event be an addition to the Norco Fair, Sheriff staffing and security will be required. Any program that would include a Battle of the Bands must be submitted to the City and Sheriff Department by August 2, 2010.

- ix. At least one representative from the Lessee will be available to check identification cards from those attempting to purchase or in possession of alcoholic beverages. An additional Sheriff will be made available for this purpose if demand exists.
- x. The Sheriff's Department force will be increased at the discretion of the Sheriff's Department upon consultation with the Executive Board Members of the Lessee in non-emergency situations.

9. PROHIBITION AS TO ASSIGNMENT AND SUB LEASING

Neither the demised premises nor any portion thereof shall be sublet, nor shall this Lease, or any interest therein, be assigned, hypothecated or mortgaged by Lessee and any such attempt shall be of no force or effect and shall confer no rights upon any assignee, sub-Lessee, mortgagee or pledge, provided, however, Lessee may provide a portion of the demised premises for 3<sup>rd</sup> party vendors providing the 3<sup>rd</sup> party vendor has an existing City business license or obtains a special event license from the City for the length of time of the scheduled event. Proof of license is the responsibility of the Lessee and license information can be obtained from the City Business License Clerk.

The special event license has a per-day charge with a one-time five dollar processing fee.

10. COMPLIANCE WITH THE LAW

Lessee shall comply with all federal, state and local laws and ordinances pertaining to the operations and activity to be conducted upon said described premises by Lessee and shall not commit or allow violation of any law or ordinance on said premises.

11. LIABILITY FOR INJURIES TO PERSONAL PROPERTY

Lessor shall not be liable to Lessee or Lessee's officers, agents, employees, members, guests, vendors or concessionaires for any damage caused to his or their persons or property by water, rain, fire storms and accidents, or by breakage, stoppage, or leakage of water, gas, heating and sewer pipes or plumbing upon, about or adjacent to said premises.

12. LIABILITY FOR PROPERTY DAMAGE TO LESSOR'S FACILITIES

Lessee agrees to pay for any and all damages caused to any facilities, buildings, structures and improvements of Lessor on said described property, if said damages are a direct result of Lessee's use of the described premises during the term of this Lease. Said payment shall be made within 30 days after receipt from Lessor of an itemized invoice delineating damage and cost to repair such.

13. INSPECTION BY LESSOR

Lessor and its duly authorized representatives shall have the right at all times to inspect said demised premises to determine whether or not the provisions of the Lease are being complied with by Lessee.

#### 14. POLICE PROTECTION

Lessee shall provide at its own expense that law enforcement and police protection which Lessor deems necessary to protect persons using the demised premises of the purpose of which said property is leased and the structures and improvements on said premises. By August 2, 2010, the Lessee is required to provide the Lessor's designated representative a security plan, which the Riverside County Sheriff's Department will review and approve prior to use. The approval will include Riverside County Sheriff's Department's estimated cost for the law enforcement protection required herein under. Lessee agrees to pay the Riverside County Sheriff's Department for said services in the amount of \$15,000 for about 215 hours of Sheriff staff time. This payment shall be held in retention as a security/bond. Any unused portion of Sheriff service cost will be reimbursed back to the Lessee with 30 days of close of the event. Lessor may at any time during the term of this Lease on reasonable notice require Lessee to provide additional law enforcement protection at its own expense.

#### 15. FIRE PROTECTION

Lessee shall provide that fire protection service which Lessor deems necessary to protect the improvements and structures on said premises during the term of this Lease. The City of Norco Fire Chief, or other designated representative, shall advise Lessee no later than Monday, August 2, 2010 as to the fire protection services that must be provided by Lessee. Lessor may at any time during the term of this Lease notify Lessee that it must provide at its own expense additional fire protection services. Lessee agrees to pay the City of Norco for said services within 14 days of receiving the invoice

#### 16. PUBLIC WORKS/ ENGINEERING

By August 2, 2010, the Lessee is required to provide the Lessor's designated representative a traffic handling plan which the Public Works Department will review and approve prior to activity. The approval will include the Public Works Department requirements for a plan to move vehicle traffic in and out of Ingalls Park safely, as well as addressing event parking and the Labor Day Parade route and conditions of approval. Any cost for the Public Works Department's assistance, i.e. traffic control, Parade route assistance, equipment, or staff that is outside of normal staffing schedule or is not provided in the Lessee's plan will be billed to the Lessee. Lessee agrees to pay the City of Norco for said services within 14 days of receiving the invoice.

#### 17. ANIMAL CONTROL SERVICES

Lessee shall provide to Lessor's designated representative a proposed schedule of all livestock or animal related events by August 2, 2010. All livestock or animal related events are subject to conditions and or imposed restrictions by the Animal Control. Lessee will pay for any expense related to Animal Control Services outside of the normal scheduled staffing. Lessee agrees to pay the City of Norco for said services within 14 days of receiving the invoice. Livestock contractor and stand by vet information is due by August 2, 2010 to the City.

## 18. RETURN OF PREMISES

Lessee shall return to City the said described premises and all structures and improvements thereon in the same condition as they were at the time of receipt of premises, normal wear and tear excepted. A **mandatory** pre walk-thru must take place before Lessee takes possession of the facility along with a **mandatory** post walk-thru taking place prior to the Lessee returning the facility to the Lessor.

## 19. TERMINATION BY LESSOR

Lessor may terminate this Lease at any time should the Lessee fail to timely comply with the provisions of Section 2 or 4, or it be determined by the City Council that the public peace, health, safety and welfare of the City of Norco requires it to do so by serving upon Lessee in the manner hereinafter provided a written notice of its election to so terminate, which said notice shall be served at least 24 hours prior to the date in said notice named for such termination.

## 20. DEFAULT

In the event that Lessee shall be in default or fail to perform any of the terms or conditions herein agreed to be kept and performed by the Lessee, Lessor may terminate and end this Lease forthwith and Lessor may enter upon said premises and remove all persons and property there from and Lessee shall not be entitled to any money paid hereunder or any part thereof.

## 21. WAIVER

Waiver by Lessor of any default in performance by Lessee of any of the terms, covenants or conditions contained herein, shall not be deemed a continuing waiver of the same or any subsequent default herein.

## 22. ATTORNEY'S FEES

Should Lessor bring any legal action for the purposes of protecting or enforcing its rights under this Lease, Lessor shall recover from Lessee in addition to all other relief, its attorney's fees and court costs in an amount fixed by the Court.

## 23. TIME OF PERFORMANCE

**TIME IS OF THE ESSENCE IN THIS LEASE.** All covenants must be performed promptly and payment made on the date herein provided. If any default shall be made in any of the covenants on the part of the Lessee, Lessor may declare said tenancy terminated and may enter upon the premises and repossess the same for which purpose the consent of Lessee is hereby expressly given.

## 24. NOTICES

Any notices which are required hereunder or which either Lessor or Lessee may desire to service upon the other, shall be writing and shall be deemed served when delivered personally or when deposited in the United States Mail, postage prepaid, addressed to the Lessor as follows to City of Norco, 2870 Clark Avenue, Norco, California, 92860 and addressed to Lessee at P.O. Box 27, Norco, California, 92860.

A. Either Party has the right to terminate this Lease by written notice 120 days prior to the event. Written notice must be sent by Certified Mail.

25. SUCCESSORS OF THE PARTIES

This Lease shall bind the successors of the parties hereto unless notice of termination as hereinabove agreed upon is given.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed on April \_\_\_\_, 2010.

CITY OF NORCO, CALIFORNIA  
A Municipal Corporation

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Dated

ATTEST:

\_\_\_\_\_  
City Clerk

NORCO FAIR COMMITTEE

By: \_\_\_\_\_  
Norco Fair Committee Chair

By: \_\_\_\_\_  
Norco Fair Committee Secretary

\_\_\_\_\_  
Dated

Bp/75234

# CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Beth Groves, City Manager 

DATE: April 7, 2010

SUBJECT: Research Regarding the composition of the Corona-Norco Unified School District Governing Board

RECOMMENDATION: Receive and file this summary and use the City- Schools committee as a forum to continue dialogue on this issue.

**BACKGROUND/ANALYSIS:** During "Other Matters" at its March 3, 2010 meeting, the City Council directed the City Manager to research the concept and processes involved in creating school district seats that are elected by wards, rather than the current "At-Large" process. The discussion included the idea that as the district has grown and new areas such as Eastvale have been developed, a designated ward based on the Norco city boundaries could bring increased representation and participation by Norco residents.

Procedures governing local school districts fall under the jurisdiction of the State of California; however, District reorganizations are overseen by a County Committee on School District Organization. This is a coordinating council created by the Legislature of each county in the State. To increase local representation on a school board, a district system consisting of designated "trustee areas" could be established where board members must live in specific geographic areas and would be elected only by voters in their respective areas. Another model is a modified "trustee at large" system that would require board candidates to reside in specific geographic areas, but making their election subject to a district-wide vote.

Either of these changes would require a ballot initiative process that must first be authorized by the Riverside County Committee on School District Organization, or the County Board of Education, if it is the designated with such legislative powers.

To begin, a petition would need to be submitted to the County Superintendent of Schools. It must contain signatures of least 25% of the registered voters in the School District, or 8 percent of the voters in the last school board election. The Superintendent would refer the petition to the County committee. The committee may choose to hold public hearings on the issue. If recommended, the ballot measure would be scheduled for an election in the entire Corona Norco Unified School District territory.

At the March 15, 2010 meeting of the Corona-Norco Schools Committee, Council members Azevedo and Sullivan discussed the City's interest in watching for opportunities to pursue changes in the CNUSD Board composition that might provide for geographic representation for residents of Norco.

Superintendent Kent Bechler made those in attendance aware of a current court case that could impact the make up of school district boards throughout the State. Following *Rey v. Madera Unified School District*, Madera County Superior Court Case No. MCV043467, several school districts have switched from using an at-large voting system to a district-based system. The state's Voting Rights Act, enacted in 2002, bans at-large voting if there is evidence that it "impairs the ability" of a minority group "to elect candidates of its choice or its ability to influence the outcome of an election.

/bg-75238