



AGENDA CITY OF NORCO

CITY COUNCIL/COMMUNITY REDEVELOPMENT AGENCY
REGULAR MEETING
CITY COUNCIL CHAMBERS – 2820 CLARK AVENUE
MAY 5, 2010

CALL TO ORDER: 6:00 p.m.

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

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

Section 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: Council Member Sullivan

INVOCATION: St. Mel's Catholic Church
Father Declan Fogarty

PRESENTATIONS: California Distinguished Schools:
Norco Elementary
Principal Amy Shainman
Washington Elementary
Principal Bo Barnett

PROCLAMATIONS: Poppy Week, May 9 – 15, 2010
American Legion Auxiliary No. 328

Mental Health Month – May 2010
*Riverside County Department of Mental
Health*

INTRODUCTION: Investigator Layos
Norco Sheriff Department

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 April 19, 2010

- Regular Meeting of April 21, 2010

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

- B. Approval of first-Time Homebuyer Case 2010-01 in the Amount of \$54,000. **Recommended Action: Approval** (Housing Manager)

2. **CRA PUBLIC HEARING:**

- A. Approval of an Owner Participation Agreement, by and between the Norco Redevelopment Agency and Richard & Katty Becerra, as part of the Norco Façade Improvement Program, at 1091 Sixth Street

Richard & Katty Becerra, the owners of the building located at 1091 Sixth Street, have submitted a request to participate in the Façade Improvement Program, initiated by their tenant, Tejvir Walia, the franchisee of the 7-Eleven store at that site. The proposed Owner Participation Agreement will fund the project for an amount not-to-exceed \$20,000, which will be used for a Western-themed enhancement to the building's signage. 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-____, appropriating funds and approving an Owner Participation Agreement, by and between the Norco Redevelopment Agency and Richard & Katty Becerra, for a building's signage located at 1091 Sixth Street. (Director of Economic Development)

3. CRA ITEM FOR ACTION:

A. Appropriation of Funds for the Supplemental Educational Revenue Augmentation Fund ("SERAF") Payment

Pursuant to the State of California 2009-2010 Budget, the State Legislature passed ABX4-26 authorizing the state to raid local redevelopment funds for state purposes. The Norco Redevelopment Agency's share of the raid, which is required to be paid to the Educational Revenue Augmentation Fund in FY 2009-2010, is \$4,904,827. The Agency will also be required to make an additional payment of \$1,008,863 in FY 2010-2011. The California Redevelopment Association ("CRA"), along with several counties, filed a lawsuit challenging the constitutionality of the state's proposed raid of local funds. The Judge presiding over the lawsuit has notified the CRA that he intends to rule on the merits of the case on or before May 4, 2010. The Agency is required to submit its SERAF payment by May 10, 2010 if the court does not rule in our favor.

Recommended Action: Adopt CRA Resolution No. 2010-____, appropriating \$4,904,827 from the Agency Fund Balance for the potential SERAF Payment. (Deputy City Manager/Director of Finance)

B. Adoption of a Restaurant Tenant Improvement Program

The proposed Restaurant Tenant Improvement Program, administered by the Norco Redevelopment Agency,, is designed to attract sit-down, full-service restaurants to commercial sites on Sixth Street and Hamner Avenue by providing financial assistance for interior tenant improvements. For both independent restaurateurs and franchisees of restaurant chains, the cost of tenant improvements is one of the principal barriers to opening for business. Assisting with tenant improvements will not only reduce their overall costs, but will make Norco a particularly attractive location for potential restaurant operators.

Recommended Action: Adopt CRA Resolution No. 2010-____, appropriating funds and approving the creation of a Restaurant Tenant Improvement Program. (Executive Director)

4. OTHER CRA MATTERS:

5. CRA OTHER MATTERS:

ADJOURNMENT OF CRA:

REGULAR CITY COUNCIL AGENDA AS FOLLOWS:

6. CITY COUNCIL CONSENT CALENDAR ITEMS: *(All items listed under the Consent Calendar are considered to be routine and may be enacted by one motion. Prior to the motion to consider any action by the Council, any public comments on any of the Consent Items will be heard. There will be no separate action unless members of the Council or the audience request specific items be removed from the Consent Calendar. Items removed from the Consent Calendar will be separately considered under Item No. 7 of the Agenda)*
 - A. City Council Minutes:
Special Meeting of April 19, 2010
Regular Meeting of April 21, 2010
Recommended Action: Approve the City Council Minutes (City Clerk)
 - B. Planning Commission Action Minutes, Regular Meeting of April 28, 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. Approval for Extension of Contract for Annual Audit Services with Rogers, Anderson, Malody and Scott, LLP. **Recommended Action: Approve a contract extension for annual audit services with Rogers, Anderson, Malody and Scott, LLP.** (Deputy City Manager/Director of Finance)
 - E. Resolution Establishing Public Places for Posting of City Notices.
Recommended Action: Adopt Resolution No. 2010-___. (City Clerk)
 - F. Approval of the Assignment Agreement Royal Street Communications, LLC to Horvath Towers, LLC for Site No. LA0790. **Recommended Action: Approve the Assignment Agreement.** (Director of Parks, Recreation & Community Services)
 - G. Acceptance of Street Dedication of Right-of-Way Fronting at 1410 Fourth Street. **Recommended Action: Accept the offer of dedication and authorize the Mayor to sign the Certificate of Acceptance.** (Director of Public Works)
 - H. Acceptance of Dedication of Easement for Underground Utility Purposes at 4460, 4478, and 4490 Crestview Avenue. **Recommended Action: Accept a property dedication of a 15 foot easement for utility purposes at 4460, 4478, and 4490 Crestview Drive, and authorize the City Clerk to record the easement grant.** (Director of Public Works)

- I. Request for Water and Sewer Development Impact Fee Exemptions for the Norco First Assembly of God Church Expansion Project. **Recommended Action: Approve exemptions to the payment of Water and Sewer Development Impact Fees in the amount of \$8,000 in conjunction with the construction of the proposed Norco First Assembly of God Church Expansion Project.** (Director of Public Works)

7. ITEMS PULLED FROM CITY COUNCIL CONSENT CALENDAR:

8. CITY COUNCIL PUBLIC HEARING:

- A. Public Hearing Ordering Abatement of Weeds on Vacant Lots

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

Recommended Action: Adopt Resolution No. 2010-____, declaring that weeds and hazardous vegetation, upon or in front of vacant property in the City of Norco, constitute a public nuisance and ordering the abatement. (Fire Chief)

9. 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.

10. OTHER MATTERS – COUNCIL:

11. OTHER MATTERS – STAFF:

12. ADJOURNMENT:

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

Staff reports are on file in the Office of the City Clerk. Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be available for public inspection at the City Clerk's Counter in City Hall located at 2870 Clark Avenue.



MINUTES
CITY OF NORCO
SPECIAL MEETING
CITY COUNCIL / COMMUNITY REDEVELOPMENT AGENCY
CONFERENCE ROOMS "A" & "B"
NORCO CITY HALL – 2870 CLARK AVENUE
APRIL 19, 2010

-
1. CALL TO ORDER: Mayor Miller called the meeting to order at 2:03 p.m.

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

Staff Present: Groves, Jacobs, Okoro and Thompson

City Attorney Harper – **Present**

 3. PLEDGE OF ALLEGIANCE: Council Member Bash

 4. PUBLIC COMMENTS OR QUESTIONS: No Public Comments or Questions

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

Section 54956.8 – Conference with Real Property Negotiator

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

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

Points Under Negotiation: Price and Terms of Payment

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

Number of Potential Cases: 2

 6. RECONVENE PUBLIC SESSION: With nothing to report from Closed Session, Mayor Miller reconvened the meeting at 4:28 p.m.

7. OTHER MATTERS: **City Manager Groves** presented information to the Council for future consideration. 1.) In response to the Ingalls Equestrian and Event Center RFP sent out, there was one proposal received. The process for the review of submittals was included in the RFP and City Manager Groves asked for a volunteer from the Council to serve on the committee to review the proposal. Mayor Pro Tem Hanna volunteered to serve on the committee. 2.) As a part of the budget preparation, City Manager Groves reviewed the costs for the 4th of July event and noted the costs associated with the event, including the pyrotechnic show, at a total cost of approximately \$18,000 from the Parks, Recreation & Community Services Budget. City Manager Groves requested that the Council consider priorities for funding community events and stated that she is seeking direction from them. City Attorney Harper stated that this item could be added to the April 21, 2010 Agenda by a 4/5 vote, as there needs to be a decision made regarding the funding for the 4th of July event prior to the May 5, 2010 Regular Meeting and the need for action came to staff's attention subsequent to the agenda being posted.
8. ADJOURNMENT: There being no further business to come before the City Council, Mayor Miller adjourned the meeting at 4:40 p.m.

/bj-75377



MINUTES
CITY OF NORCO
CITY COUNCIL/COMMUNITY REDEVELOPMENT AGENCY
REGULAR MEETING
CITY COUNCIL CHAMBERS – 2820 CLARK AVENUE
APRIL 21, 2010

CALL TO ORDER: Mayor Miller called the meeting to order at 6:02 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**

City Manager Groves recommended that Item 6. B. titled “Fourth of July Jamboree” be added to the Agenda and staff’s recommendation will be to cancel the Fourth of July Jamboree for 2010. The urgency for adding this item is because there needs to be a decision made regarding the funding for the 4th of July event prior to the May 5, 2010 Regular Meeting and the need for action came to staff’s attention subsequent to the agenda being posted.

M/S Sullivan/Bash to add Item 6.B. to the Agenda. The motion was carried by the following roll call vote:

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

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

Section 54956.8 – Conference with Real Property Negotiator

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

Negotiating Parties: Norco Redevelopment Agency and EnviroFinance Group

Points Under Negotiation: Price and Terms of Payment

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: With nothing to report from Closed Session, Mayor Miller reconvened the meeting at 7:14 p.m.

PLEDGE OF ALLEGIANCE: Mayor Miller

INVOCATION: Pastor Vernie Fletcher
Grace Fellowship Church

PROCLAMATION: Child Abuse Prevention Month - April 2010
Sandra Davalos, Community Outreach Volunteer Coordinator for the Riverside County Child Abuse Prevention organization, received the Proclamation from Mayor Miller.

REGULAR COMMUNITY REDEVELOPMENT AGENCY (CRA) AGENDA AS FOLLOWS:

M/S Sullivan/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:
Regular Meeting of April 7, 2010
Recommended Action: Approve the CRA Minutes (City Clerk)**

2. JOINT CRA/CITY COUNCIL CONTINUED PUBLIC HEARING:

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

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. Canceling and re-posting the joint public hearing item to a date-certain 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: Cancel the joint public hearing. (Executive Director/City Manager)

Executive Director Groves provided a status update on the project and noted that the Development Agreement will go before the Planning Commission in May. She added that the City Council/Norco Redevelopment Agency joint public hearing will be determined when the documents are finalized.

M/S Hanna/Bash to cancel the joint public hearing. The motion was carried by the following roll call vote:

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

3. OTHER CRA MATTERS: No Other CRA Matters

ADJOURNMENT OF CRA: 7:23 p.m.

REGULAR CITY COUNCIL AGENDA AS FOLLOWS:

4. CITY COUNCIL CONSENT CALENDAR ITEMS:

Mayor Miller stated that, for the record, a letter dated April 20, 2010 was received today from Cox, Castle & Nicholson, LLP, representing their client CACERF NORCO, LLC, regarding Item 4.F. City Attorney Harper stated that this agenda item did not need to be pulled for discussion, as the information was provided stating their client's opposition to the adoption of Ordinance No. 916.

Mayor Pro Tem Hanna pulled Item 4. G.

M/S Bash/Azevedo to approve the items as recommended on the amended 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

- A. City Council Minutes:
Regular Meeting of April 7, 2010
Recommended Action: Approve the City Council Minutes (City Clerk)
- B. Planning Commission Action Minutes, Regular Meeting of April 14, 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. Annual Adoption of City Investment Policy. **Recommended Action: Approve and Adopt the Investment Policy without modification.**
(Deputy City Manager/Director of Finance)
- E. Approval of Quarterly Investment Report for Quarter Ended March 31, 2010. **Recommended Action: Receive and File (Deputy City Manager/Director of Finance)**
- F. **Ordinance No. 916, Second Reading.** Zone Change 2009-01 -- A City-Initiated Proposal to Change Existing Zoning on Property Corresponding to the Former Wyle Laboratories Property from "General Manufacturing" and "Hillside" to "Preservation and Development." **Recommended Action: Adopt Ordinance No. 916 (City Clerk)**

- G. **Ordinance No. 922, Second Reading.** Code Change 2010-03. -- Adding Chapter 9.90 "Regulation of Smoking in Public Parks" to the Municipal Code. **Recommended Action: Adopt Ordinance No. 922 (City Clerk) PULLED FOR DISCUSSION**

- H. Acceptance of Bids and Award of Contract to Construct Norco MDP Lateral NB-3 Storm Drain Improvement Project. **Recommended Action: Award the contract for the Norco Master Drain Project (MDP) Lateral NB-3 Storm Drain Improvement Project to B and A Construction, Inc. in the amount of \$710,249.79 and authorize the City Manager to approve contract change orders up to 10 percent of the contract amount.** (Director of Public Works)

- I. Acceptance of the Various Parcels in Norco Ridge Ranch Dedicated by Norco Ridge Ranch LLC. **Recommended Action: Accept the offer of Dedication and authorize the Mayor to sign the Acceptance Certificate.** (Director of Public Works)

- J. First Amendment to the Implementation Agreement between the Western Riverside Council of Governments and the City of Norco to Implement AB 811. **Recommended Action: 1.) Adopt Resolution No. 2010-17, modifying its consent to the inclusion of properties within the City's incorporated area in the Western Riverside Council of Governments contractual assessment program to consent to the addition of water efficiency improvements to the improvements authorized to be financed through such programs; and 2.) Approve the First Amendment to the Implementation Agreement between the Western Riverside Council of Governments an the City of Norco to implement AB 811.** (City Manager)

5. ITEMS PULLED FROM CITY COUNCIL CONSENT CALENDAR:

- 4.G. **Ordinance No. 922, Second Reading.** Code Change 2010-03 -- Adding Chapter 9.90 "Regulation of Smoking in Public Parks" to the Municipal Code. **Recommended Action: Adopt Ordinance No. 922 (City Clerk)**

Mayor Pro Tem Hanna stated that he believes that this Ordinance infringes on citizens rights and is against the adoption of Ordinance No. 922.

M/S Bash/Azevedo to adopt Ordinance No. 922. The motion was carried by the following roll call vote:

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

6. CITY COUNCIL ITEM FOR ACTION:

- A. Resolution Setting Terms of Office and Increasing Membership of the Economic Development Advisory Council (EDAC) from Eight to Nine Members, and Appointment of Two Candidates to the EDAC. **Recommended Action: Adopt Resolution No. 2010-____ and make appointments to the EDAC.** (Economic Development Director)

Economic Development Director Oulman stated that on April 1, 2010, the Economic Development Advisory Council (EDAC) held a special meeting to review three applications for the appointment of a candidate to the one EDAC vacancy on the Committee. After reviewing the applications, the EDAC recommended the City Council increase EDAC membership from eight members to nine in order to appoint both Edward Dixon and Edward Ramirez to the EDAC.

City Manager Groves clarified that the terms would be set at four-years for the two new members appointed to the EDAC and added that initially, from the remaining five members (excluding the two Council Members), three members will serve a three-year term and two members will serve a four-year term. *The proposed resolution stated a five-year term and will be corrected to note the four-year term.* City Manager Groves noted that the terms will be determined by a lottery drawing at the EDAC meeting on Thursday, April 22, 2010.

Council Member Bash stated that both candidates were very impressive and would be excellent additions to the EDAC.

Council Member Azevedo commented on how exciting this is and noted that at one time, the Council had even talked about disbanding this group.

Mayor Pro Tem Hanna stated that the current EDAC Members all have good ideas regarding expanding the economic development within the City.

Pat Overstreet. Ms. Overstreet stated that Ed Dixon is a man of sterling character and supported his appointment to the EDAC.

Jeanine Adams. Ms. Adams spoke in support of Ed Dixon's appointment.

M/S Sullivan/Bash to adopt Resolution No. 2010-18 and appoint Edward Dixon and Edward Ramirez to the EDAC. The motion was carried by the following roll call vote:

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

- B. Fourth of July Jamboree. **Recommended Action: Cancel the Fourth of July Jamboree for 2010.** (City Manager)

City Manager Groves stated that discussions have taken place at staff level regarding the annual Fourth of July Jamboree. She noted that budgetary shortfalls due to the downward trends in sales and other tax revenues have become a reality and reduction measures must be addressed to help alleviate the burden to the General Fund. After reviewing budget projections, staff has recommended that the Jamboree should be cancelled until such time that the City recovers from the economic challenges it is currently facing. City Manager Groves added that the Norco Lions Club has offered to assist with the event, but stated that they would have fewer volunteers than in the past.

Council Member Sullivan inquired if any donations have been received. Director Petree stated that in good years we receive about \$3,000 and to this date, under \$1,000 has been received.

Council Member Bash stated that in his opinion, this is the beginning of a "belt tightening." He added that in the next couple of years, the City will need to make serious cutbacks and noted that as a community, we can come up with something other than fireworks.

John Box. Mr. Box asked if a deposit had been made and if so, would it be forfeited. City Manager Groves stated that a deposit has not yet been made and added that the need to make that deposit was the reason that this decision needed to be made at this meeting.

Pat Overstreet. Ms. Overstreet stated that if we truly are belt tightening, we cannot "burn money" on fireworks.

Greg Newton. Mr. Newton inquired if the pyrotechnical company is from Norco. Director Petree stated that is it not located in Norco, but is the company that has traditionally provided the service at the lowest cost.

Linda Dixon. Ms. Dixon stated that she agrees with Council Member Bash and would much rather see the Sheriff Department out on the streets than concentrated at a community event.

Vern Showalter. Mr. Showalter stated that Norco residents were upset last year because the fireworks were affecting their animals.

Council Member Azevedo commented that she would rather see the City do something that would benefit the residents and recommended that a "concert in the park" could be held. She added that it would be nice if Sixth Street could be re-stripped in the red, white and blue colors. Council Member Azevedo also would like to see the red, white and blue banner program going by the Fourth of July.

Council Member Sullivan stated that he hates to see this event go away, but agrees with the other Council Members. He added that he would like to see this event brought back in the future and held at Silverlakes.

Mayor Miller stated that he supports the cancellation of the Fourth of July Jamboree as times are tough and we can find less expensive ways to celebrate.

Fire Chief Carlson stated that he had recommended in the past that this venue should not be used as it is a poor and dangerous location.

M/S Bash/Hanna to cancel the Fourth of July Jamboree for 2010. The motion was carried by the following roll call vote:

AYES: AZEVEDO, BASH, HANNA, MILLER, SULLIVAN

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

7. PUBLIC COMMENTS OR QUESTIONS:

Denise Shoemaker. Ms. Shoemaker spoke representing the Norco Horseman's Association and thanked the City for assisting with Casino Night. She also thanked City employee Patty Ireland for her assistance, as she was wonderful to work with. Ms. Shoemaker presented a plaque to Mayor Miller in appreciation for the City being a sponsor of Casino Night.

Pat Overstreet. Ms. Overstreet commented on the Friends of Norco Hills Ranch Tour to be held on Saturday, May 22. She also received clarification from City Attorney Harper that, per the Norco Municipal Code, they did not need a permit to distribute the flyers.

Jeanine Adams. Ms. Adams reminded everyone about the Crystal Apple Awards to be presented on Tuesday, April 27th and encouraged the Council Members to attend to support the teachers receiving the awards. She also reminded everyone about the clean up day on April 24th at the Navy Base, as well as the Founders Day event on May 1st.

8. OTHER MATTERS – COUNCIL:

- A. City Council Position on the Safe, Clean and Reliable Drinking Water Supply Act of 2010. (Council Member Azevedo)

Council Member Azevedo stated that Council was provided information that she received at the WRCOG Executive Committee meeting and personally, she is not ready to support this. She noted that the reason she abstained from voting on this issues was because it is an \$11.8 billion bond issue attached to the General Fund of the State. Council Member Azevedo stated that she did her homework and contacted Assemblyman Miller, who is not in support of the bond. She also noted that the school employees believe that this would affect the funding for education. Council Member Azevedo stated that until we can research this better, she supports staff's idea for Norco to stay neutral and not take a position.

City Manager Groves stated that water issues are important and added that there are an extreme number of bonds on the November ballot. She noted that she supports watching to see what position the League takes on this issue and for the Council to take no action at this time. City Manager Groves referred to the City's Administrative Policy regarding the procedures for sending letters or resolutions in support of or opposition to matters before the legislature, which was established to ensure that letters sent have the approval of the City Council, and/or are supported by the League of California Cities.

Council Member Bash asked Public Works Director Thompson what his opinion was on this issue. Director Thompson stated that we need to take a look at this as there are a lot of water issues that need to be solved in California. He added that water agencies are all struggling in the region.

Mayor Pro Tem Hanna stated that we should wait and see what the League recommends.

Mayor Miller stated that he feels extremely strongly that the City Council should support this bond. He noted that the present water infrastructure was designed for 16 million residents and currently there are 38 million residents in the State of California. He further added that the State's agriculture is suffering and we cannot live without water. Mayor Miller stated that like any legislation with so many stakeholders, there are aspects of the legislation disliked by many. However, a solution to the water crises in California must be found.

Vern Showalter. Mr. Showalter stated that he supported the City holding a neutral position as bonds are not the answer.

Director Thompson stated for the record that because we depend on imported water in the State of California, he suggests that it would make good sense to go to those agencies that claim that we are making them suffer and suggest that they come develop a desalter facility to enable the State to use the water that is available on the coast.

M/S Azevedo/Bash to take no Council action at this time. The motion was carried by the following roll call vote:

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

Mayor Pro Tem Hanna:

⚡ Reported that he heard complaints regarding the gaps in the Horseweek Parade.

Council Member Bash:

- ✚ Reported that a Norco resident, Elizabeth Becerra, qualified and completed the Boston Marathon in 4 hours and 13 minutes.
- ✚ Attended the ground breaking for the CNUSD Ramirez Intermediate School.
- ✚ Received a letter representing the Norco Chamber of Commerce and was discouraged with its written threats.

Council Member Azevedo:

- ✚ Reported on the Special Corona-Norco Schools Committee meeting held, where it was made clear to the District that she was not going to back down as she wants Norco to have at least one member on the School Board.
- ✚ Attended the Front Porch Grand Opening that the Corona Chamber hosted.
- ✚ Thanked Council Member Bash and City Historian Ron Snow for submitting her name as she received word that she is a recipient of a California Preservation Foundation President's Award for 2010. This award recognizes special achievements by individuals or organizations in preserving California's rich and diverse historic resources. She will be recognized May 12 and 13 in Grass Valley, California.

Council Member Sullivan:

- ✚ Noted that he will report the comment made by Mayor Pro Tem Hanna regarding the parade to the Horseweek Committee, as he serves on that Committee.
- ✚ Commented that the Council does not need to worry about the old Chamber of Commerce as he attended the luncheon meeting put on by the new Norco Area Chamber of Commerce and Visitor's Center and they have a great program going. He added that he is impressed with what they have accomplished.
- ✚ Commented on the Corona-Norco Schools Committee meeting where they talked about the representation from Norco on the School Board.
- ✚ Reported on the new web site called "Norco Now" <http://www.norconow.com/> where there is good information provided regarding opportunities and activities in Norco.

Mayor Miller:

- ✚ Attended the Norco Area Chamber of Commerce and Visitor's Bureau luncheon and was impressed with the leadership of the group. He added that they will work with the City to help promote business.

9. OTHER MATTERS – STAFF:

City Manager Groves:

- ✚ Stated that the Town Hall Meeting on April 29, 2010 will be held at 7 p.m. instead of 6 p.m. She noted that this is a full meeting of the full City Council with the purpose of providing the "big picture" regarding the City's finances as well as options for potential revenue measures, including a utility user tax and a parcel tax.

10. ADJOURNMENT: There being no further business to come before the City Council, Mayor Miller adjourned the meeting at 8:30 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: May 5, 2010

SUBJECT: Approval of First-Time Homebuyer Case 2010-01 in the Amount of \$54,000.

RECOMMENDATION: Approval of Loan in the amount of \$54,000 for First Time Homebuyer Case 2010-01.

SUMMARY: Staff has received an application for assistance through the First-Time Homebuyer Program. The applicant has been determined eligible and is within the income guidelines. The down payment assistance is \$54,000 and the mortgage payment will fall within affordability guidelines.

BACKGROUND/ANALYSIS: The Redevelopment Agency Housing Programs include the First-Time Homebuyer Program. The assistance is in the form of a 3% deferred loan secured by a deed of trust on the property. Affordability covenants are also recorded against the property. The loan is due and payable in 30 years or upon sale, transfer or refinance of the property.

The subject applicant has met all requirements to participate in the Program, and to receive down-payment assistance to purchase an affordable home in Norco. Program Guidelines require that funding for each qualified applicant must be approved by the Redevelopment Agency Board.

The applicant has opened escrow, and primary financing has been approved, as attached. Approval of this loan meets the Agency goal to provide affordable housing in Norco.

FINANCIAL IMPACT: \$105,350 is available in the current fiscal year Low-Mod Income Budget (15-5500-41230).

/dg – 75413

c: Mortgage Approval Letter

MORGAN STRAUSE

April 22, 2010

To Whom It May Concern:

The First Time Home Buyers participants **Steve N. and Denise O.** have been approved for a loan amount of \$288,000. This amount is contingent upon approval of the down payment assistance from the City of Norco Redevelopment Agency in the amount of \$54,000.

If there should be any questions, please do not hesitate to contact me at any time.

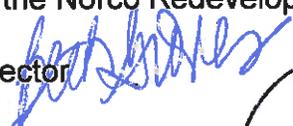
Respectfully,



Rory T. Wilson
Mortgage Banker
Commercial/ Residential / Asset Management

CITY OF NORCO STAFF REPORT

TO: Chairman and Members of the Norco Redevelopment Agency

FROM: Beth Groves, Executive Director 

PREPARED BY: Brian Oulman, Economic Development Director 

DATE: May 5, 2010

SUBJECT: Approval of an Owner Participation Agreement, by and between the Norco Redevelopment Agency and Richard & Katty Becerra, as part of the Façade Improvement Program, at 1091 Sixth Street

RECOMMENDATION: Adopt CRA Resolution No. 2010-____, appropriating funds and approving an Owner Participation Agreement, by and between the Norco Redevelopment Agency and Richard & Katty Becerra as part of the Façade Improvement Program.

SUMMARY: Richard & Katty Becerra ("Participants"), the owners of the building located at 1091 Sixth Street, have submitted a request to participate in the Façade Improvement Program, initiated by their tenant, Tejvir Walia, the franchisee of the 7-Eleven store at that site. The proposed Owner Participation Agreement ("OPA") will fund the project for an amount not-to-exceed \$20,000, which will be used for a Western-themed enhancement to the building's signage. The Façade Improvement Program ("Program") helps the Agency meet strategic objectives and promotes Norco's signature theme of "Horsetown USA."

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

Tejvir Walia, whose 7-Eleven store shares the subject property with Silverado Charbroiled Burgers & Mexican Food, initiated an application to participate in the Façade Improvement Program for an amount not-to-exceed \$20,000. The application was submitted with the consent of property owners Richard & Katty Becerra, who have agreed to enter into an OPA pending Agency Board approval. To enhance the visibility of 7-Eleven and Silverado, a new pole sign has been designed which is more compatible with the City's signature "Horsetown USA" theme. The sign, located at the northeast corner of Corona Avenue and Sixth Street, will now have an attractive stone base, faux wood frame and a bucking horse emblem that captures the spirit of the frontier while giving the tenants greater commercial exposure. The Participant has proposed a slight repositioning of the sign to capture the attention of drivers on both Sixth Street and Corona Avenue. In addition, a shorter stone-based monument sign for 7-Eleven will be erected at the eastern edge of the property to

maximize exposure for the business. Pursuant to Program guidelines, the designs for both signs were approved by the Norco Planning Commission's Architectural Subcommittee.

Pursuant to Program guidelines, the Participant was required to submit two (2) bids from qualified contractors, ensuring a competitive bidding process. Young Electric Sign Company (YESCO), a licensed California electrical contractor who has prepared signs for Wynn Las Vegas and Hollywood's El Capitan Theatre, submitted the low bid and has been approved by the Participant. The total estimated cost of the project is approximately \$27,150, of which the Agency will pay an amount not-to-exceed \$20,000.

Obligations of Owners:

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

- 1) Renovate and reposition an existing pole sign with an approved Western theme, and install an approved monument sign of compatible design;
- 2) Provide for design, architecture, engineering, and permit fees; and
- 3) Ensure the Project is completed no later than one-hundred-eighty (180) days from the issuance of a Notice to Proceed.

Obligations of Agency:

- 1) Provide funding for an amount not-to-exceed \$20,000 (maximum grant for signage) to cover the signage improvements at the building located at 1091 Sixth Street;
- 2) Provide payment to the contractor in stipulated installments upon proof of work completed, as defined in Attachment 6 of the OPA.

FINANCIAL IMPACT: The current fiscal year's funding for the Façade Improvement Program has been exhausted due to strong demand. A requested appropriation of \$24,000 from the Agency Capital Improvement Program Budget Development Incentives – Unspecified (Account No. 012.5500.41200, with current available funds of \$349,900) to Account No. 012.5500.43130 for the Façade Improvement Program will fund the subject project and restore a \$4,000 deficit incurred by the previous project.

/rg-75405

Attachments: CRA Resolution No. 2010-____
Owner Participation Agreement (OPA)
Illustration of Proposed Signage

CRA RESOLUTION NO. 20010-_____

A RESOLUTION OF THE NORCO REDEVELOPMENT AGENCY APPROPRIATING FUNDS AND APPROVING AN OWNER PARTICIPATION AGREEMENT BY AND BETWEEN THE NORCO REDEVELOPMENT AGENCY AND RICHARD & KATTY BECERRA AS PART OF THE FAÇADE IMPROVEMENT PROGRAM FOR AN AMOUNT NOT TO EXCEED \$20,000 TO PROVIDE FOR THE REHABILITATION AND IMPROVEMENT OF THE PROPERTY LOCATED AT 1091 SIXTH STREET

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

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

WHEREAS, the Agency has negotiated an OPA with Richard & Katty Becerra for the rehabilitation and redevelopment of the building located at 1091 Sixth Street in Norco in an amount not-to-exceed \$20,000; and

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

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

WHEREAS, additional funding is required to complete this project; and

WHEREAS, funds are available in the current Fiscal Year Agency Capital Improvement Program Budget, Development Incentives – Unspecified, and may be appropriated to complete this project.

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

SECTION 1: The Agency consents to the approval of the OPA in an amount not-to-exceed \$20,000.

SECTION 2: Funding in the amount of \$24,000 shall be appropriated from the Agency Capital Improvement Program Budget Development Incentives – Unspecified (Account No. 012.5500.41200) and transferred to Account No. 012.5500.43130 for the Façade Improvement Program.

PASSED AND ADOPTED by the Norco Redevelopment Agency at a regular meeting held on May 5, 2010.

Chairman, Norco Redevelopment Agency

ATTEST:

Secretary, Norco Redevelopment Agency

I, Brenda K. Jacobs, Secretary of the Norco Redevelopment Agency, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Norco Redevelopment Agency at a regular meeting thereof held on May 5, 2010, by the following vote of the Norco Redevelopment Agency Members:

AYES:
NOES:
ABSENT:
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Norco, California on May 5, 2010.

Secretary, Norco Redevelopment Agency

/rg-75406

OWNER PARTICIPATION AGREEMENT

THIS AGREEMENT is entered into on this 5th day of May 2010, by and among the **NORCO REDEVELOPMENT AGENCY**, a public body corporate and politic ("Agency"), and **RICHARD BECERRA & KATTY BECERRA** ("Participants"). The Agency and the Participants agree as follows:

I. SUBJECT OF AGREEMENT

A. Purpose of the Agreement

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

B. The Program

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

C. The Site

The Site consists of an improved parcel of real property located within the Project Area. The legal description for the Site is attached hereto as Attachment No. 1, incorporated herein by reference (the "Legal Description"). The site is currently improved with a commercial/retail building located at **1091 Sixth Street, Norco, California** (APN 131-180-030).

D. Participant Improvements

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

- 1) Freestanding sign with western-themed frontage improvements;
- 2) Western themed architectural embellishments and articulation;
- 3) Landscaping (may include hardscape treatment/paving);
- 4) Exterior or display lighting (may include decorative parking lot lights);
- 5) Painting/stucco or other exterior enhancement;
- 6) Design, architecture, engineering, and permit fees;

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

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

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

E. Parties to the Agreement

1. The Agency

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

The principal office of the Agency is located at:

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

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

2. The Participants

The Participants are Richard & Katty Becerra, 1167 Neatherly Circle, Corona, CA 92880. The Participants are the owners of fee simple title in and to the Site. Whenever the term "Participant" is used herein such term shall include assignees and successors in interest to the Participants.

F. Compliance with Laws

1. City Development Services

The Participants shall at their sole expense apply for, obtain from and effect to final inspection from all required City development services divisions, including the

Planning Division, Building Division, and Public Works Division, and other governmental agencies or entities the approvals, permits, and authorizations, for the design/construction through completion of the Participant Improvements prior to commencing any work or improvement under this Agreement.

2. Prevailing Wages

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

G. Property Ownership Requirement

Property owners shall prove legal title to the Site. A copy of a Preliminary Title Report verifying the identity of the consenting Property Owner is included as Attachment No. 3.

H. Lease Requirement

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

I. Economic/Functional Life

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

II. AGENCY ASSISTANCE

A. Agency Assistance

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

B. Bids

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

C. Phasing and Installment Plan

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

D. Notice to Proceed/Project Completion

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

The Project shall be completed no later than one-hundred-eighty (180) days from the date a Notice to Proceed is issued.

E. Payment of Agency Assistance

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

1. Direct Payment to Contractor(s)

The contractor(s) shall promptly, upon the completion of each Phase, complete and submit to the Agency a Phase Completion Notice and all invoices, check requests, and other information evidencing the actual costs for the construction and

development of each Phase. The completion of each Phase, in accordance with the milestones established in the Phasing and Installment Plan, shall be deemed to be a condition precedent to the Agency's funding of Agency Assistance. The Agency shall directly pay the contractor(s) for eligible invoices upon receipt and review of the Phase Completion Notice and cost information and only after each Phase has been completed as solely determined by the Agency.

2. Phase Reimbursements to Participants

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

F. Change Orders

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

G. Filing of Certificate of Project Completion

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

III. USE OF THE SITE

A. Uses

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

B. Maintenance

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

exterior façade maintenance, all in good condition and in accordance with the custom and practice generally applicable to commercial buildings and shopping areas within the City of Norco.

C. Alterations

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

D. Future Restrictions

The Participants recognize that the subject sign improvements, enumerated on Attachment No. 2, comprise the maximum number of freestanding signs permitted on their property, and that any additional provisions for current or future tenants must be accommodated within the existing sign faces created through this funding.

E. Non-Discrimination

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

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

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

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

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

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

F. Access to the Site

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

G. Banner/Sign

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

IV. INSURANCE AND INDEMNITY

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

negligent or wrongful acts of the City and/or Agency or any of their agents or employees including negligent omissions or commissions of City and/or Agency, their agents, officers or employees.

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

V. DEFAULTS, REMEDIES AND TERMINATION

A. Defaults – General

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

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

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

B. Legal Actions

1. Institution of Legal Actions

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

2. Applicable Law

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

3. Acceptance of Service Process

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

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

C. Rights and Remedies are Cumulative

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

D. Conflicts of Interest

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

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

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

VI. ENTIRE AGREEMENT, WAIVERS

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

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

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

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

NORCO REDEVELOPMENT AGENCY

Dated: _____

By: _____
Malcolm Miller, Agency Chairman

ATTEST:

Agency Secretary

Dated: _____

By: _____
Richard Becerra, Participant

Dated: _____

By: _____
Katty Becerra, Participant

Approved as to Form:

John Harper
Agency Counsel

/rg-75407

ATTACHMENT 1

LEGAL DESCRIPTION

LOT 15, BLOCK 43, NORCO FARMS TRACT NO. 1, IN THE CITY OF NORCO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED ON BOOK 11, PAGE 3 OF PARCEL MAPS, RECORDED IN THE OFFICE OF RECORDER, COUNTY OF RIVERSIDE. [APR 131-180-030]

EXCEPTING THEREFROM THE EASTERLY 504 FEET THEREOF;
EXCEPTING THEREFROM THE NORTHERLY 150 FEET THEREOF;

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF NORCO, RECORDED JULY 13, 1978 AS INSTRUMENT NO. 144599.

ATTACHMENT 2

PARTICIPANT IMPROVEMENTS

1. Reconstruction and reorientation of existing pole sign, incorporating an approved Western theme;
2. Construction of an approved monument sign.
3. Design and engineering fees;
4. Permit and dump fees.

ATTACHMENT 3
PRELIMINARY TITLE REPORT



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

Lot Book Report

Order Number: **21435**

Customer:

CITY OF NORCO
 2870 Clark Avenue
 Norco CA 92860

Attn: Deborah DeGrado
 Reference: 131-180-030
 IN RE: BECERRA, RICHARD

Order Date: 4/7/2010
 Dated as of: 4/1/2010
 County Name: Riverside

FEE(s):
 Report: \$114.00

Property Address: 1091 Sixth Street
 Norco CA 92860

Assessor's Parcel No. : 131-180-030-1

Assessments:

Land Value:	\$109,342.00
Improvement Value:	\$423,194.00
Exemption Value:	\$0.00
Total Value:	\$532,536.00

Tax Information

Property Taxes for the Fiscal Year	2009-2010
Total Annual Tax	\$5,680.62
Status: Paid through	06/30/2010

Property Vesting

The last recorded document transferring title of said property

Dated	11/08/1984
Recorded	02/20/1985



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

Order Number: 21435
Reference: 131-180-030

Document No.	34552
D.T.T.	\$40.15
Grantor	David T. Cosner and Judith Cosner, husband and wife
Grantee	Richard Becerra and Katty Becerra, husband and wife as joint tenants

Deeds of Trust

No Deeds of Trust of Record

Additional Information

Abstract of Support Judgment Filed in the	Superior Court of California, County of San Diego, Central Court
Case No.	DF032783
Recorded	05/21/2002
Document No.	2002-269754
Debtor	Richard Becerra
Creditor	County of San Diego
Abstract of Judgment Filed in the	Superior Court of California, County of Riverside, Indio Court, Larson Justice Center
Case No.	INC078639
Recorded	01/20/2009
Document No.	2009-0025295
Amount	\$3,582.41
Debtor	Ricardo B. Lambarena Becerra aka Ricardo Lambarena Becerra
Creditor	GCFS, Inc., a California Corporation
A Bankruptcy filed by	Richard Lara Becerra
Social Security Number(s)	559-19-3479
Date filed	01/24/2002
Case No.	MJ11266



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

Order Number: 21435
Reference: 131-180-030

A Bankruptcy filed by	Ricardo Lambarena Becerra
Social Security Number(s)	none shown
Date filed	10/07/2005
Case No.	MJ21908

A Bankruptcy filed by	Richard Beserra
Social Security Number(s)	none shown
Date filed	12/31/2009
Case No.	41740

Legal Description

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

LOT 15 BLOCK 43 NORCO FARMS TRACT NO. 1, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 3 OF MAPS, RECORDS OF SAID COUNTY.

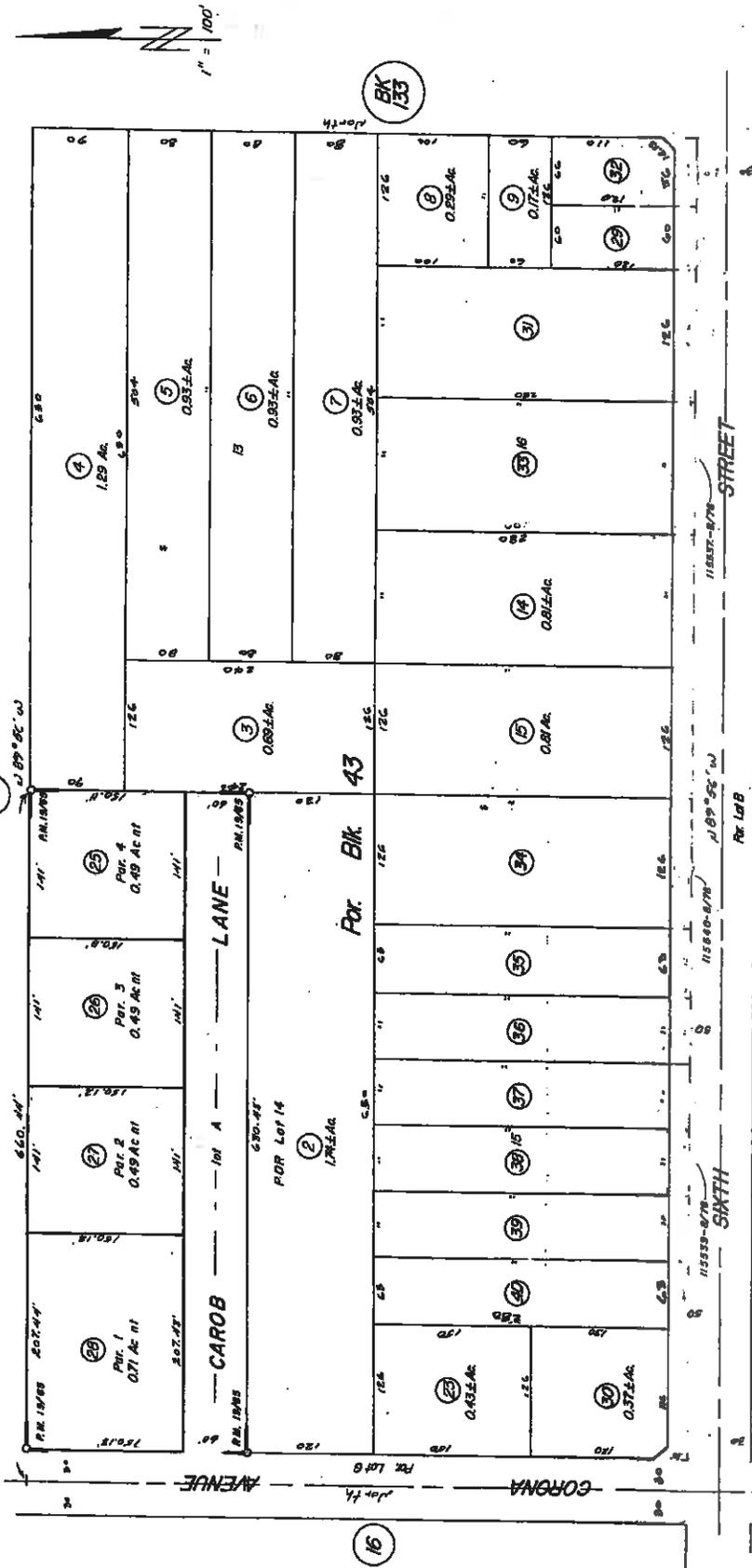
EXCEPTING THEREFROM THE EASTERLY 504 FEET THEREOF;
EXCEPTING THEREFORM THE NORTHERLY 150 FEET THEREOF;

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF NORCO, RECORDED JULY 13, 1978 AS INSTRUMENT NO. 144599.

9-5
131-18

T.R.A. 015-007

POR. SEC. 6 T.3S. R.6W.
POR. CITY OF NORCO



DATE	OLD NO	NEW NO
11/25	1	20-29
11/25	11	30-37
11/25	20	38-45
11/25	29	46-53
11/25	38	54-61
11/25	47	62-69
11/25	56	70-77
11/25	65	78-85
11/25	74	86-93
11/25	83	94-101
11/25	92	102-109
11/25	101	110-117
11/25	110	118-125
11/25	119	126-133
11/25	128	134-141
11/25	137	142-149
11/25	146	150-157
11/25	155	158-165
11/25	164	166-173
11/25	173	174-181
11/25	182	182-189
11/25	191	190-197
11/25	200	198-205
11/25	209	206-213
11/25	218	214-221
11/25	227	222-229
11/25	236	230-237
11/25	245	238-245
11/25	254	246-253
11/25	263	254-261
11/25	272	262-269
11/25	281	270-277
11/25	290	278-285
11/25	299	286-293
11/25	308	294-301
11/25	317	302-309
11/25	326	310-317
11/25	335	318-325
11/25	344	326-333
11/25	353	334-341
11/25	362	342-349
11/25	371	350-357
11/25	380	358-365
11/25	389	366-373
11/25	398	374-381
11/25	407	382-389
11/25	416	390-397
11/25	425	398-405
11/25	434	406-413
11/25	443	414-421
11/25	452	422-429
11/25	461	430-437
11/25	470	438-445
11/25	479	446-453
11/25	488	454-461
11/25	497	462-469
11/25	506	470-477
11/25	515	478-485
11/25	524	486-493
11/25	533	494-501
11/25	542	502-509
11/25	551	510-517
11/25	560	518-525
11/25	569	526-533
11/25	578	534-541
11/25	587	542-549
11/25	596	550-557
11/25	605	558-565
11/25	614	566-573
11/25	623	574-581
11/25	632	582-589
11/25	641	590-597
11/25	650	598-605
11/25	659	606-613
11/25	668	614-621
11/25	677	622-629
11/25	686	630-637
11/25	695	638-645
11/25	704	646-653
11/25	713	654-661
11/25	722	662-669
11/25	731	670-677
11/25	740	678-685
11/25	749	686-693
11/25	758	694-701
11/25	767	702-709
11/25	776	710-717
11/25	785	718-725
11/25	794	726-733
11/25	803	734-741
11/25	812	742-749
11/25	821	750-757
11/25	830	758-765
11/25	839	766-773
11/25	848	774-781
11/25	857	782-789
11/25	866	790-797
11/25	875	798-805
11/25	884	806-813
11/25	893	814-821
11/25	902	822-829
11/25	911	830-837
11/25	920	838-845
11/25	929	846-853
11/25	938	854-861
11/25	947	862-869
11/25	956	870-877
11/25	965	878-885
11/25	974	886-893
11/25	983	894-901
11/25	992	902-909
11/25	1001	910-917
11/25	1010	918-925
11/25	1019	926-933
11/25	1028	934-941
11/25	1037	942-949
11/25	1046	950-957
11/25	1055	958-965
11/25	1064	966-973
11/25	1073	974-981
11/25	1082	982-989
11/25	1091	990-997
11/25	1100	998-1005
11/25	1109	1006-1013
11/25	1118	1014-1021
11/25	1127	1022-1029
11/25	1136	1030-1037
11/25	1145	1038-1045
11/25	1154	1046-1053
11/25	1163	1054-1061
11/25	1172	1062-1069
11/25	1181	1070-1077
11/25	1190	1078-1085
11/25	1199	1086-1093
11/25	1208	1094-1101
11/25	1217	1102-1109
11/25	1226	1110-1117
11/25	1235	1118-1125
11/25	1244	1126-1133
11/25	1253	1134-1141
11/25	1262	1142-1149
11/25	1271	1150-1157
11/25	1280	1158-1165
11/25	1289	1166-1173
11/25	1298	1174-1181
11/25	1307	1182-1189
11/25	1316	1190-1197
11/25	1325	1198-1205
11/25	1334	1206-1213
11/25	1343	1214-1221
11/25	1352	1222-1229
11/25	1361	1230-1237
11/25	1370	1238-1245
11/25	1379	1246-1253
11/25	1388	1254-1261
11/25	1397	1262-1269
11/25	1406	1270-1277
11/25	1415	1278-1285
11/25	1424	1286-1293
11/25	1433	1294-1301
11/25	1442	1302-1309
11/25	1451	1310-1317
11/25	1460	1318-1325
11/25	1469	1326-1333
11/25	1478	1334-1341
11/25	1487	1342-1349
11/25	1496	1350-1357
11/25	1505	1358-1365
11/25	1514	1366-1373
11/25	1523	1374-1381
11/25	1532	1382-1389
11/25	1541	1390-1397
11/25	1550	1398-1405
11/25	1559	1406-1413
11/25	1568	1414-1421
11/25	1577	1422-1429
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11/25	1613	1454-1461
11/25	1622	1462-1469
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11/25	1640	1478-1485
11/25	1649	1486-1493
11/25	1658	1494-1501
11/25	1667	1502-1509
11/25	1676	1510-1517
11/25	1685	1518-1525
11/25	1694	1526-1533
11/25	1703	1534-1541
11/25	1712	1542-1549
11/25	1721	1550-1557
11/25	1730	1558-1565
11/25	1739	1566-1573
11/25	1748	1574-1581
11/25	1757	1582-1589
11/25	1766	1590-1597
11/25	1775	1598-1605
11/25	1784	1606-1613
11/25	1793	1614-1621
11/25	1802	1622-1629
11/25	1811	1630-1637
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11/25	1838	1654-1661
11/25	1847	1662-1669
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11/25	1874	1686-1693
11/25	1883	1694-1701
11/25	1892	1702-1709
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11/25	1928	1734-1741
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11/25	1946	1750-1757
11/25	1955	1758-1765
11/25	1964	1766-1773
11/25	1973	1774-1781
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11/25	1991	1790-1797
11/25	2000	1798-1805
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11/25	2054	1846-1853
11/25	2063	1854-1861
11/25	2072	1862-1869
11/25	2081	1870-1877
11/25	2090	1878-1885
11/25	2099	1886-1893
11/25	2108	1894-1901
11/25	2117	1902-1909
11/25	2126	1910-1917
11/25	2135	1918-1925
11/25	2144	1926-1933
11/25	2153	1934-1941
11/25	2162	1942-1949
11/25	2171	1950-1957
11/25	2180	1958-1965
11/25	2189	1966-1973
11/25	2198	1974-1981
11/25	2207	1982-1989
11/25	2216	1990-1997
11/25	2225	1998-2005
11/25	2234	2006-2013
11/25	2243	2014-2021
11/25	2252	2022-2029
11/25	2261	2030-2037
11/25	2270	2038-2045
11/25	2279	2046-2053
11/25	2288	2054-2061
11/25	2297	2062-2069
11/25	2306	2070-2077
11/25	2315	2078-2085
11/25	2324	2086-2093
11/25	2333	2094-2101
11/25	2342	2102-2109
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11/25	2387	2142-2149
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11/25	2477	2222-2229
11/25	2486	2230-2237
11/25	2495	2238-2245
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11/25	2522	2262-2269
11/25	2531	2270-2277
11/25	2540	2278-2285
11/25	2549	2286-2293
11/25	2558	2294-2301
11/25	2567	2302-2309
11/25	2576	2310-2317
11/25	2585	2318-2325
11		

34552

RECORDING REQUESTED BY
CHICAGO TITLE INSURANCE COMPANY

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

NAME Richard Becerra and
Katty Becerra
STREET c/o Norco Auto Parts
CITY 2549 Hamner Ave.
STATE ZIP Norco, Ca. 91760

Title Order No. _____ Escrow No. 3371

RECEIVED FOR RECORD
Wm. Paul Stearns, Inc.

FEB 20 1985

Recorded by Chicago Title Insurance Company, California
Wm. Paul Stearns, Inc.

PAID
Doc. Transfer Tax
WILLIAM E. CHERRY
Rte. Co. II, Orange

This space for Recorder's use

Grant Deed

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$0.15

unincorporated city of _____

computed on full value of property conveyed, or
 computed on full value less value of liens or encumbrances remaining at time of sale, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

DAVID T. COSNER and JUDITH COSNER, Husband and Wife

hereby GRANT(S) to RICHARD BECERRA and KATTY BECERRA, Husband and Wife as
Joint Tenants

the following described real property in the
county of Riverside, state of California:

Lot 15 Block 43 NORCO FARMS TRACT NO. 1, as shown by Map on file in Book 11,
Page 3 of Maps, Records of Riverside County, California.

EXCEPTING THEREFROM the Easterly 504 feet thereof;
EXCEPTING THEREFROM the Northerly 150 feet thereof;

ALSO EXCEPTING THEREFROM that portion conveyed to the City of Norco, recorded
July 13, 1978 as instrument No. 144599.

Dated November 8, 1984

STATE OF CALIFORNIA
COUNTY OF Orange } ss.

On this 8th day of Nov, 1984, in the year
before me, the undersigned, a Notary Public in
and for said County and State, personally appeared
David T. Cosner and Judith Cosner

David T. Cosner
David T. Cosner
Judith Cosner
Judith Cosner

personally known to me (or proved to me on the basis of satisfactory
evidence) to be the person whose name is
acknowledged that they executed the
same.

Signature *Mary A. Mayer*
MARY A. MAYER
Name (Typed or Printed)
Notary Public in and for said County and State



FOR NOTARY SEAL OR STAMP

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE

Name _____ Street Address _____ City & State _____

1-101 1/83 MARS

Public Record

REQUESTED BY AND MAIL TO:

County of San Diego
DEPARTMENT OF CHILD SUPPORT SERVICES
P.O. BOX 122031
SAN DIEGO, CA 92112-2031

DOC # 2002-269754

05/21/2002 08:00A Fee:NC

Page 1 of 2

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



Handwritten initials and a circled symbol

INDEX AS JUDGMENT ONLY

SC No.: DF032783

FSO No.: 2NF488

County Recorder I.D.: 33

No fee per Gov.C. 6103.9 - Fam.C. 4202

THIS SPACE FOR RECORDER'S USE ONLY

M
AK

ABSTRACT OF SUPPORT JUDGMENT

Title of Document

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION

DA186REV01.00

Public Record

ATTORNEY OR PARTY WITHOUT AND ATTORNEY (Name and Address) <input checked="" type="checkbox"/> Recording requested by and return to: ROBERT L. LAFER, Chief Legal Counsel DEPARTMENT OF CHILD SUPPORT SERVICES P.O. BOX 122031 SAN DIEGO, CALIFORNIA 92112-2031 <small>Attorney pursuant to W&I Code §§11475.1 and 11478.2</small>	TELEPHONE NUMBER/FAX (619) 236-7600 (619) 685-6610 602.858.045 2NF488	FOR RECORDER'S USE ONLY
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2002-269754
 05/21/2002 09:06A
 2 of 2



SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO
 STREET ADDRESS: 220 W. BROADWAY
 MAILING ADDRESS: 220 W. BROADWAY
 CITY AND ZIP CODE: SAN DIEGO, CALIFORNIA 92112-4104
 BRANCH NAME: CENTRAL COURT

PETITIONER : County of San Diego
 RESPONDENT : RICHARD BECERRA

ABSTRACT OF SUPPORT JUDGMENT

CASE NUMBER:
 DF032783

1. The judgment creditor assignee of record
 applies for an abstract of a support judgment and represents the following

a. Judgment debtor's

Name and last known address RICHARD BECERRA 2805 W RAMONA RD ALHAMBRA, CA 91803-0000	
---	--

b. Driver's License No. and State: C2815693 CA
 c. Social Security number: 566-57-0972
 d. Birthdate: JANUARY 27, 1957

Unknown
 Unknown
 Unknown

FOR COURT USE ONLY



Date: 04/16/2002

by ROBERT L. LAFER, Chief Legal Counsel

TYPE OR PRINT NAME


 Chief Legal Counsel

<p>2. I CERTIFY that the judgment entered in this action contains an order for payment of spousal, family, or child support.</p> <p>3. Judgment creditor (name): County of San Diego whose address appears on this form above the court's name</p> <p>4. <input checked="" type="checkbox"/> The support is ordered to be paid to the following county officer (name and address):</p> <p>COUNTY OF SAN DIEGO P.O. BOX 122808 SAN DIEGO, CALIFORNIA 92112-0000</p>	<p>5. Judgment debtor (full name as it appears in judgment): RICHARD BECERRA</p> <p>6. a. A judgment was entered on (date): 04/24/1998 <i>ced</i> b. Renewal was entered (date): c. Renewal was entered (date):</p> <p>7. <input type="checkbox"/> An execution lien is endorsed on the judgment as follows: a. Amount: \$ b. In favor of (name and address):</p> <p>8. A stay of enforcement has a. <input checked="" type="checkbox"/> not been ordered by the court. b. <input type="checkbox"/> been ordered by the court effective until (date):</p> <p>9. <input checked="" type="checkbox"/> This is an installment judgment STEPHEN THUNBERG, Clerk of the Court Clerk, by <u><i>Cecilia C. Hernandez</i></u> Deputy</p>
--	---



This abstract issued on (date): 04-23-02

ABSTRACT OF SUPPORT JUDGMENT (Family Law)

CCP 488.480, 674,
 697.320, 700.190

1285.80 (Rev. October 21, 1998)

RECORDING REQUESTED BY
BRENT D PETERSON

DOC # 2009-0025295
01/20/2009 08:00A Fee:20.00
Page 1 of 3
Recorded in Official Records
County of Riverside
Larry U. Ward
Assessor, County Clerk & Recorder



WHEN RECORDED MAIL TO
NAME LEGAL DEPARTMENT OF GCFS,
INC.
MAILING 4301 SECONDMIND WAY STE 110
ADDRESS POST OFFICE BOX 3410
CITY, STATE PASO ROBLES, CA 93447
ZIP CODE 93447-3410

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
			3						
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
NOTICE SENT					T:	CTY	UNI	012	

M
012

20

TITLE(S)

ABSTRACT OF JUDGMENT
GCFS, INC., vs RICARDO B. LAMBARENA BECERRA
aka RICARDO LAMBARENA BECERRA
Case No. INC078639

Legal
Solutions
Co. Plus LS-201

Public Record

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, State Bar number, and telephone number):

Recording requested by and return to:

BRENT D. PETERSON, BAR #238145

4301 SECONDWIND WAY SUITE 110
POST OFFICE BOX 3410
PASO ROBLES, CA 93447-3410
800-646-4237

ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

STREET ADDRESS: 46200 OASIS STREET

MAILING ADDRESS:

CITY AND ZIP CODE: INDIO, CA 92201-5961

BRANCH NAME: INDIO COURT, LARSON JUSTICE CENTER

FOR RECORDERS USE ONLY

PLAINTIFF: GCFS, INC., a California corporation

CASE NUMBER:

DEFENDANT: RICARDO B. LAMBARENA BECERRA aka RICARDO LAMBARENA BECERRA

INC078639

ABSTRACT OF JUDGMENT—CIVIL Amended
AND SMALL CLAIMS

FOR COURT USE ONLY

1. The judgment creditor assignee of record applies for an abstract of judgment and represents the following:

a. Judgment debtor's

Name and last known address

RICARDO B. LAMBARENA BECERRA
aka RICARDO LAMBARENA BECERRA
52156 TRIPOLY WAY
COACHELLA, CA 92236

b. Driver's license no. [last 4 digits] and state: 9004 CA Unknown

c. Social security no. [last 4 digits]: 0292 Unknown

d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address): RICARDO B. LAMBARENA BECERRA aka RICARDO LAMBARENA BECERRA 52156 TRIPOLY WAY COACHELLA, CA 92236

2. Information on additional judgment debtors is shown on page 2.

4. Information on additional judgment creditors is shown on page 2.

3. Judgment creditor (name and address):
GCFS, INC., a California corporation
4301 SECONDWIND WAY, PASO ROBLES, CA 93446

5. Original abstract recorded in this county:

a. Date:
b. Instrument No.:

Date: 12-19-08

BRENT D. PETERSON

(TYPE OR PRINT NAME)

(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:
\$ 3,582.41

10. An execution lien attachment lien is endorsed on the judgment as follows:

a. Amount: \$ 0.00
b. In favor of (name and address):

7. All judgment creditors and debtors are listed on this abstract.

8. a. Judgment entered on (date): 12-11-08

b. Renewal entered on (date):

9. This judgment is an installment judgment.

11. A stay of enforcement has

a. not been ordered by the court.
b. been ordered by the court effective until (date):



This abstract issued on (date):

DEC 23 2008

12. a. I certify that this is a true and correct abstract of the judgment entered in this action.

b. A certified copy of the judgment is attached.
Clerk, by [Signature], Deputy

ATTACHMENT 4

COPY OF BUILDING LEASE

[EXCERPT—COMPLETE LEASE AVAILABLE AT ECONOMIC DEVELOPMENT]



PROPERTY # 34215
6th Street & Corona Avenue
Norco, CA

SHOPPING CENTER LEASE

1. **PARTIES.** This Lease is between Richard Becerra and Katty Becerra, husband and wife, as community property, ("Landlord") and 7-Eleven, Inc., a Texas corporation ("Tenant").

2. **PREMISES.** Landlord grants and leases to Tenant and Tenant takes and leases from Landlord the premises (the "Premises") described in the attached Exhibit A and shown outlined in red on the site plan attached as Exhibit B (the "Site Plan"), both of which have been initialed by the parties and are a part of this Lease. The improvements shown on the Site Plan shall be constructed in accordance with the Construction Addendum, attached hereto and made a part hereof. The Premises are a portion of the shopping center (the "Shopping Center") described in Exhibit C and shown on the Site Plan. Landlord grants Tenant, together with its employees, suppliers, contractors, authorized representatives, invitees, permitted assigns and sublessees, (i) the exclusive use of those areas of the Shopping Center in addition to the Premises, including, but not limited to, four (4) parking spaces and sign locations, marked as "Exclusive Use Area" on the Site Plan, and (ii) a non-exclusive easement for parking and for use of any means of ingress and egress in, to and from the Shopping Center now or hereafter existing, including, but not limited to, driveways, loading areas, curb cuts, sidewalks and parking areas, in common with Landlord and Landlord's other tenants (the "Common Area"). Landlord further grants to Tenant and its employees, suppliers, contractors, authorized representatives, invitees, permitted assigns and sublessees, the non-exclusive right to use any means of ingress and egress to and from the Shopping Center, insofar as Landlord has the right to grant such use.

3. **TERM.** Unless sooner terminated or extended as herein provided, the term of this Lease shall be for ten (10) years (the "Term"). The Term shall commence on the first day of the first calendar month following the earlier of: (i) ninety (90) days after Landlord's delivery of the Premises to Tenant in the condition required hereunder and Tenant's satisfaction or waiver of all conditions precedent set forth herein, or (ii) the date Tenant opens for business. Landlord and Tenant each agree that upon the other's written request, they will execute and deliver an acceptance letter acknowledging the actual commencement date of the Term and Tenant's obligation to commence payment of monthly rental and the expiration date of the Term (excluding any options to extend the Term referenced below).

Landlord grants to Tenant five (5) successive options to extend the Term upon the same terms, covenants and conditions of this Lease, for a period of five (5) years for each option (each, an "Extended Term"). If Tenant elects to exercise one or more options, Tenant shall notify Landlord at least one hundred eighty (180) days prior to the expiration of the Term or the Extended Term in effect at the time of the notice.

4. **RENT.** Tenant agrees to pay Landlord rent in the amount set forth on the table below, plus applicable taxes, if any, per month for each and every month during the Term and any Extended Term, in advance on or before the fifth day of each month unless abated or diminished as provided herein. Should the conditions to Term commencement be satisfied on a day other than the first day of a calendar month, rent shall be apportioned for that month only. At the time when Tenant's first payment of monthly rent is due, Tenant shall pay Landlord first month's rent, together with last month's rent in the amount of \$2,616.00 and a security deposit in the amount of \$3,400.00, which shall be applied to Tenant's rental obligations for the tenth and eleventh months of the tenth year of the Term. Rent may be paid, at Tenant's option, either (i) by check and sent by ordinary first class mail to Landlord at the address set forth in Article 34 below or (ii) by ACH transfer to an account designated from time to time by Landlord in writing to Tenant. Landlord shall designate an account for ACH transfer promptly upon receipt of written request from Tenant.

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Rent	Monthly Rent	Annual Rent
Year 1	\$1,000.00	\$12,000.00
Years 2 – 5	\$2,400.00	\$28,800.00
Years 6 – 10	\$2,616.00	\$31,392.00
First Extended Term (Years 11 – 15)	\$2,851.00	\$34,217.00
Second Extended Term (Years 16 – 20)	\$3,108.00	\$37,297.00
Third Extended Term (Years 21 – 25)	\$3,388.00	\$40,654.00
Fourth Extended Term (Years 26 – 30)	\$3,693.00	\$44,312.00
Fifth Extended Term (Years 31-35)	\$4,025.00	\$48,300.00

Late Charges. Tenant hereby acknowledges that late payment by Tenant of rent will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by any Lender. Accordingly, if any rent shall not be received by Landlord when such rent is due, then Tenant shall pay to Landlord a late charge equal to five percent (5%) of each such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of such late payment. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default or breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder.

5. **USE.** The Premises and the Exclusive Use Area may be used up to twenty-four (24) hours per day for the retail sale, rental or provision of merchandise and services customarily sold, rented or provided from time to time, at stores operated or franchised by Tenant or at supermarkets or grocery markets of any type and character operated within the supermarket or grocery industry as of the date of this Lease or in the future and including product lines, services and special features or departments included in such grocery markets or supermarkets, including but not limited to groceries, produce, meats, dairy, delicatessen, ready-to-eat, made to order and take-out food products for on or off-premise consumption, beer, wine and alcoholic beverages, petroleum products, financial and ticketing services (including automatic teller machines), amusement games, greeting cards, automotive products, donuts and other types of pastry products, cigarettes, magazines, lottery, pay telephones and related equipment, and sundries. The Premises may be used for any other lawful purpose which is not in direct conflict with any exclusive use provision contained in leases covering other businesses located in the Shopping Center, which other leases are dated prior to the later of the date of Tenant's or Landlord's execution of this Lease and which exclusive use provisions have been provided to Tenant prior to Tenant's execution of this Lease.

6. **UTILITIES.** Tenant agrees to pay all charges for gas, electricity, telephone and any other utilities used by Tenant on the Premises, except for sewer and water service, which shall be paid by Landlord. Landlord shall provide separate utility company meters at the Premises to monitor Tenant's use of all such utilities (excluding telephone, water and sewer). Tenant will be responsible for ensuring that all billing statements for all separately metered utilities will be mailed directly to Tenant for payment.

7. **TAXES.** Tenant agrees to pay all taxes levied upon its personal property, including trade fixtures and inventory, located on the Premises. Tenant shall reimburse Landlord for all taxes and assessments levied against the Premises during the Term and the Extended Term after presentation to Tenant by Landlord of tax statements and receipts evidencing payment thereof from the taxing jurisdiction(s) in which the Premises are located. If an assessment that is payable in periodic installments is levied on the Premises, Tenant shall (i) pay only those installments that are attributable to the Term, and Extended Term, if applicable, and (ii) be responsible to reimburse Landlord only for those periodic installments which would have been owed had Landlord elected the maximum time period permitted for payout of the installments. Tenant shall not be responsible for any assessments that are pending, levied, assessed, imposed or due on the Premises or the Shopping Center prior to the commencement of the Term. Taxes for the first and final year of the Term or the final year of the Extended Term, if applicable, shall be prorated between Landlord and Tenant based upon the commencement and expiration of the Term or Extended Term. Tenant shall pay only the lowest discounted amount and will not be required to pay any penalty, interest or cost resulting from Landlord's failure to pay such taxes and/or the delinquent payment of such taxes by Landlord. If a separate tax statement is not available for the Premises, the amount of taxes for which Tenant shall be liable under this Lease shall be a percentage of the total amount of such taxes levied against the Shopping Center, which percentage shall be determined by dividing the amount of square feet in the Premises by the total amount of square feet of all buildings in the Shopping Center, whether or not leased or occupied (the "Pro Rata Share"). In no event shall the total amount of square feet of all buildings in the Shopping Center be less than as shown on Exhibit B.

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If Tenant shall determine that, in the assessment of the Shopping Center, the assessor used a lower price per square foot for the building on the Premises than on the balance of the buildings in the Shopping Center and/or that the Premises is appraised on a basis lower than that used for the balance of the Shopping Center, Tenant may show evidence of such lower appraisal to Landlord and use the lower appraisal multiplied by the percentage of assessment and the current tax rate as a basis for adjusting its tax obligation. Landlord agrees to refund to Tenant, Tenant's Pro Rata Share of any tax refund within ten (10) days of receipt of such refund by Landlord.

All tax statements submitted by Landlord hereunder shall be sent to Tenant's office at the address provided in Article 34 below to the attention of Tenant's Ad Valorem Tax Department.

Tenant will not be liable for, and Landlord will forever forfeit all rights to recover, such taxes and assessments if presentation of statements and corresponding receipts evidencing payment thereof are not made by Landlord to Tenant in the manner set forth above within six (6) months after the applicable date of delinquency.

Landlord may direct the taxing jurisdiction(s) to send tax statement(s) with respect to the Premises only directly to Tenant. Landlord shall immediately notify Tenant when it has so directed such taxing jurisdiction(s). Landlord further agrees that Tenant, in the name of Landlord but at Tenant's sole expense, may contest any taxes before any taxing jurisdiction or maintain any necessary legal action in reference to such taxes or for the recovery of any taxes paid. Landlord agrees to execute any documents reasonably required by Tenant in connection with any such contest. Landlord agrees to provide Tenant with copies of all notices concerning the tax status of the Premises.

8. MAINTENANCE. At all times during the Term and the Extended Term, Landlord agrees (i) to maintain the foundation and structural soundness of the Premises and of the Shopping Center, and further, without limitation (ii) to keep in good repair the plumbing and electrical wiring servicing the Premises, the exterior of the Premises and of the Shopping Center. Tenant agrees to keep the interior of the Premises in good repair including electrical, plumbing, heating and air conditioning equipment and shall be responsible for all glass and for maintaining its exterior signage (casualty damage and reasonable wear and tear excepted).

9. ALTERATIONS. Tenant shall not make any alterations involving structural, weight bearing changes without securing Landlord's written consent. Tenant may make alterations or additions to the store front, signs, mansard or marquee and other non-weight bearing alterations to the Premises as Tenant may desire, including alterations to non-weight bearing partitions. Such alterations or additions will be made in a good workmanlike manner without cost to Landlord, and shall be free and clear of mechanics' and materialmen's liens provided that if any such lien is filed, Tenant shall either promptly bond or discharge the same or it may contest the same in good faith.

Landlord shall have no right to make any changes to the exterior of the Premises, including changes to the exterior image or signage of the Premises, without Tenant's prior written consent.

10. TRADE AND OTHER FIXTURES. Subject to the approval of local governing authorities and the acquisition of any required permits, Tenant may install or cause to be installed at its expense such equipment and trade and other fixtures on, in or adjacent to the Premises, including its roof, and/or the Exclusive Use Area as are reasonably necessary for the operation of its business (the "Fixtures"). The Fixtures may include, without limitation, all heating, ventilation and air conditioning equipment (the "HVAC"), walk-in vault(s), public pay telephones, exterior lighting, a satellite dish and/or similar communications equipment and Tenant's typical exterior imaging, signs, banners and other advertising displays, including Tenant's fascia and pole signs.

The Fixtures may be installed prior to acceptance of the Premises. All Fixtures, whenever installed shall remain personal property, and title thereto shall continue in the owner thereof, regardless of the manner in which they may be attached or affixed. Tenant, at Tenant's expense, may at any time during the Term or Extended Term and shall at the expiration of the Term or Extended Term, remove any of the Fixtures and shall repair any damage caused by such removal.

In the event the Fixtures are subject to a lien or title retention instrument, the holder of any such lien or title retention instrument shall have the right and be able to enforce the same as stated therein and Landlord waives any rights to the contrary.

Upon termination or expiration of this Lease, if Landlord is not then in default of any terms hereof, Landlord shall have and is hereby granted the right and option to purchase, without any warranty, the HVAC, if any, at Tenant's then existing book value. Landlord shall exercise such option by giving notice thereof at least thirty (30) days prior to such expiration or termination. If notice is not so given or, if given, such amount is not paid to Tenant in certified funds on or before the date of

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expiration or termination, the option granted herein shall lapse. Nothing herein shall be deemed to require Tenant to provide an HVAC for Landlord's purchase.

11. PERMITS/LICENSES. Landlord hereby grants to Tenant the right to apply for and obtain, in Landlord's name or otherwise, any permits or licenses required by applicable governmental authorities necessary or desirable for Tenant to perform maintenance, remodeling, alterations and repairs of the Premises, or to otherwise use the Premises in accordance with the terms and conditions of this Lease and Landlord agrees to execute any documents reasonably requested by Tenant in connection therewith.

12. CASUALTY DAMAGE AND CASUALTY INSURANCE.

(a) If, in the opinion of Tenant, the Premises are rendered substantially unfit for the occupancy or use herein contemplated by any casualty insured against in a standard fire and extended coverage property insurance policy of the type then commonly purchased by owners of shopping centers in the area in which the Premises are situated (such a casualty being hereinafter referred to as an insurable casualty) and the then current Term shall have at least two years to run, Landlord, at Landlord's expense, shall promptly and diligently restore the Premises to the condition existing prior to the occurrence of the insurable casualty and all rental shall abate from the date of such occurrence until the Premises are so restored.

If, in the opinion of Tenant, the Premises are rendered substantially unfit for the occupancy or use herein contemplated by any casualty other than an insurable casualty or by any casualty whatever when the then current Term shall have less than two years to run, Landlord may either promptly and diligently restore the Premises at Landlord's expense as above provided, in which event all rental shall abate from the date of such occurrence until the Premises are so restored, or Landlord may terminate this Lease effective as of the date of the occurrence of the casualty; provided, that Landlord shall not have the right to so terminate this Lease if the casualty or peril is an insurable casualty and within twenty (20) days after the occurrence of the casualty, Tenant exercises, or agrees to exercise, any option to extend the Term for a period of at least two (2) years beyond the date of the casualty or if the casualty is other than an insurable casualty and Tenant within twenty (20) days after the occurrence of the casualty agrees in writing to restore the Premises at Tenant's expense. If, in the opinion of Tenant, the Premises are not rendered substantially unfit for the occupancy or use herein contemplated, Landlord shall promptly and diligently restore the Premises at Landlord's expense to the condition existing prior to the occurrence of the casualty and the rental shall not abate during such restoration period, provided the Landlord is prompt and diligent in connection with the restoration.

(b) Landlord agrees to maintain a standard fire and extended coverage property insurance policy on the Shopping Center of which the Premises are a part, including Tenant's improvements which comprise part of the building on the Premises (excluding any equipment). The policy shall be of the type commonly purchased by owners of shopping centers in the area in which the Premises are situated, and shall insure the Shopping Center to one hundred percent (100%) of the Shopping Center's replacement cost throughout the Term of this Lease and any Extended Term. Each year during the current Term, Landlord shall furnish to Tenant a certificate of insurance naming Tenant as additional loss payee, as its interest may appear, evidencing that such insurance is in effect and a copy of the invoice reflecting that the premium has been paid. Such certificate shall state on its face that such insurance shall not be subject to cancellation except after twenty (20) days prior written notice to Tenant of such cancellation. Tenant shall reimburse Landlord for its Pro Rata Share of the premium, based on standard rates for Tenant's then current use of the Premises and not based on the premium rate due to any other occupant's use within the Shopping Center or any vacancies or empty space within the Shopping Center.

13. WAIVER OF SUBROGATION. If either party to this Lease sustains loss or damage to the Premises or the Fixtures, goods, wares, merchandise or any other property located thereon, from which it is protected by an insurance policy, then, to the extent that such party is so protected, it waives any right of recovery from the other party. Each party agrees immediately to give to each insurance company which has issued to it a policy of fire and extended coverage property insurance written notice of the terms of such mutual waivers, and to cause any such insurance policy to be properly endorsed, if necessary, to prevent the invalidation of such insurance coverage by reason of such waivers.

14. LIABILITY INSURANCE. Tenant agrees, at Tenant's expense, to maintain in force continuously throughout the Term, and any Extended Term, commercial general public liability insurance covering the Premises with combined single limit coverage of \$1,000,000 or its equivalent, and shall, prior to commencing construction of the Improvements and thereafter upon Landlord's written request, furnish Landlord a certificate from the insurer evidencing such coverage and naming Landlord as additional insured under the policy but only as respects the Premises and only to the extent of liability resulting from occurrences arising out of the negligence of Tenant or its wholly owned subsidiaries, divisions, sublessees, assignee and employees. Notwithstanding the above, Tenant shall have the right to self-insure as to some or all of the risks covered by this Article. Landlord agrees, at Landlord's expense, to maintain in force continuously throughout the Term, and Extended Term, if

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Handwritten initials

ATTACHMENT 5
CONTRACTOR SELECTION FORM

THE REDEVELOPMENT AGENCY OF THE CITY OF NORCO
FAÇADE IMPROVEMENT PROGRAM

CONTRACTOR BID FORM

PROJECT INFORMATION

Business Name: 7-ELEVEN, INC.

Business Address: 1091 6TH STREET, NORCO, CA.

CONTRACTOR INFORMATION

Contractor's Name: YOUNG ELECTRIC SIGN COMPANY

Contractor's License No.: C10: 652155 / C45: 250739

Mailing Address: 5405 N. INDUSTRIAL PKWY., SAN BERNARDINO, CA 92407

Telephone Number(s): (909) 923-7668

Fax Number: (909) 923-5015

Email: rmountain@yesco.com

IMPROVEMENTS

Specific improvements to be completed by the contractor:

RELOCATE EXISTING POLE SIGN NOW 15' OAH AND MODIFIED TO 12' OAH ADDING A NEW SIGN CABINET WITH
PAN FORMED FACES FOR 7-ELEVEN. MFR & INSTALL ONE NEW MONUMENT SIGN 9'OAH PER YESCO DESIGN
#08-8585. MFR & INSTALL ONE NEW WALL SIGN 2-3'X8' FOR SILVERADO PER YESCO DESIGN #08-8585.
RELOCATE EXISTING PALM TREE THAT IS NEXT TO POLE SIGN IN NEW AREA BEHIND SIGN. ROCK WORK.
REPAIR POWER TO SIGNAGE. PERMIT, ENGINEERING & EXPEDITING FEES.

CONSTRUCTION COST

Total Construction Cost: \$29,606.00 DISCOUNTED TO: \$25,923 + 1,216.30 TAX

TOTAL COST: \$27,148.30

CERTIFICATIONS

1. State of California Contractor's License

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

2. City of Norco Business License

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

3. Insurance

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

4. Prevailing Wage

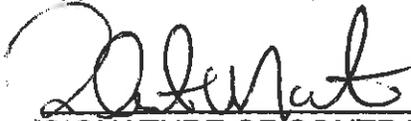
I (We) certify that the contractor shall pay established prevailing wage rates to all employees performing work at the project site, pursuant to the requirements of the California Labor Code, Section 1771.

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

5. Equal Employment Opportunity (EEO)

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

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



SIGNATURE OF CONTRACTOR

4-15-10

DATE

Robert Mountain

PRINT NAME

SIGNATURE OF APPLICANT

DATE

PRINT NAME

APPROVED:

SIGNATURE OF AGENCY

DATE

PRINT NAME

ATTACHMENT 6

PHASING & INSTALLMENT PLAN

The contractor for the project shall be paid in the following not-to-exceed installments, upon acceptance of invoices by owner:

\$6,000, or one-third of total, less Ten Percent (10%) retention, when construction is one-third completed.

\$6,000, or one-third of total, less Ten Percent (10%) retention, when construction is two-thirds completed.

\$6,000, or one-third of total, less Ten Percent (10%) retention, when construction is 100 Percent (100%) completed.

A final retention payment of **\$2,000** will be released after all OPA provisions have been met and a Certificate of Completion has been recorded with Riverside County.

ATTACHMENT 7
CERTIFICATE OF COMPLETION

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

(Space above for Recorder's Use Only)

**CERTIFICATE OF COMPLETION
 FOR
 CONSTRUCTION AND DEVELOPMENT**

WHEREAS, the **Norco Redevelopment Agency**, a public body, corporate and politic, hereinafter referred to as "Agency," and **Richard Becerra & Katty Becerra**, hereinafter referred to as "Participant," entered into an Owner Participation Agreement dated **May 5, 2010** (the "OPA") regarding certain real Property situated in the City of Norco, California described on Exhibit "A" attached hereto and made a part hereof; and

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

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

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

NOW, THEREFORE,

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

IN WITNESS WHEREOF, the Agency has executed this Certificate this ____ day
of _____, 2010.

NORCO REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: _____
Malcolm Miller

Its: Chair Person

Date: _____

ATTEST:

Brenda K. Jacobs
Secretary, Norco Redevelopment Agency

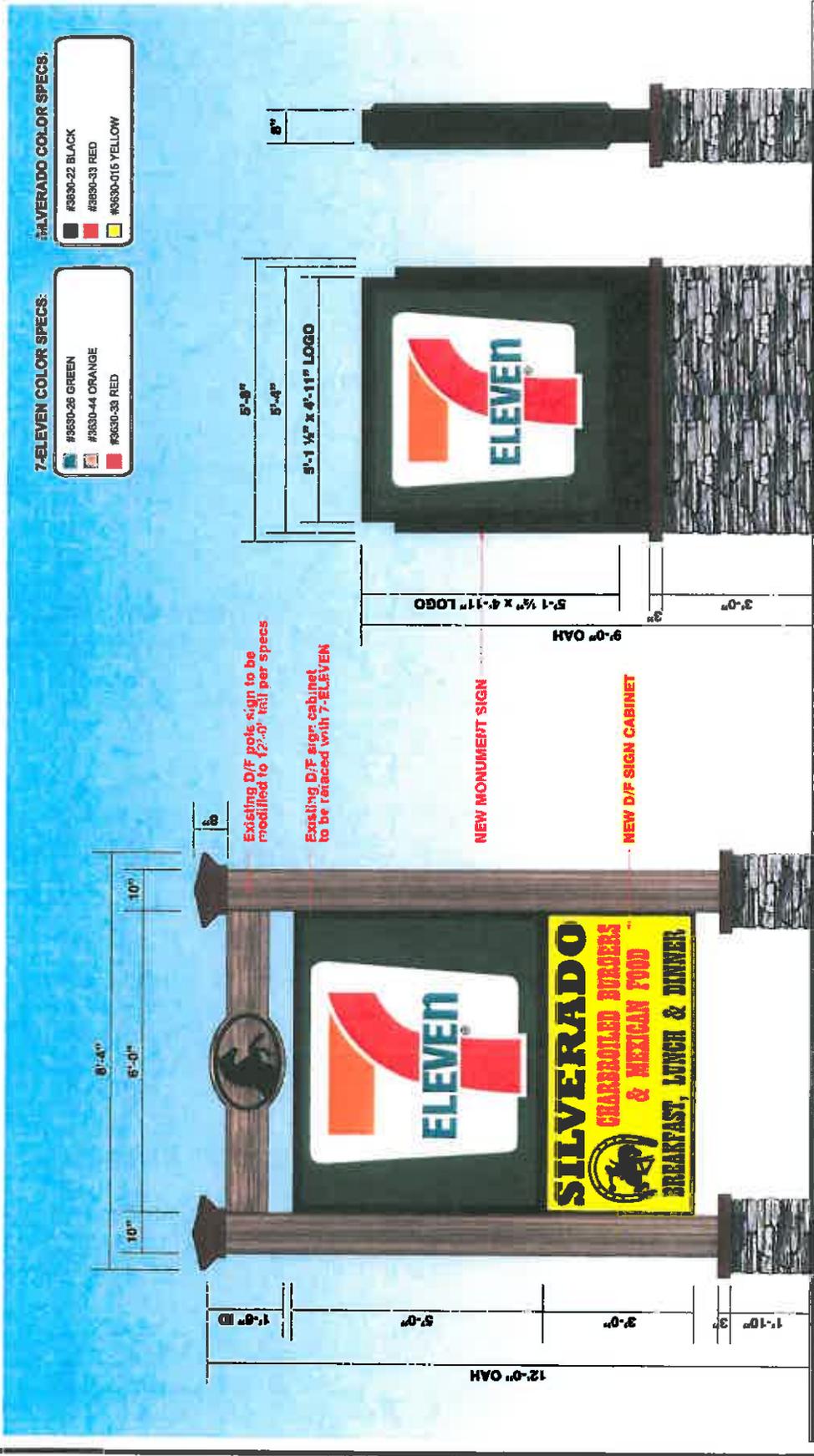


CLIENT INFORMATION
 Name: **7-Eleven**
 Address: **11111 Wilshire Blvd, Los Angeles, CA 90024**
 Artist Name: **Robert Woodbury**

DATE	BY	REVISIONS
10/11/11	BY	1 - Proposed new D/F 15' OAH pole sign to replace existing non-illuminated sign
10/11/11	BY	2 - Redesign 15'-0" OAH sign
10/11/11	BY	3 - Revised design on 15'-0" tall pole sign
10/11/11	BY	4 - Remove & replace one D/F sign cabinet; add one (1) new monument sign

CUSTOMER APPROVAL
 ACCEPTED WITH NO CHANGES
 ACCEPTED WITH CHANGES AS NOTED
 REVISIONS REQUIRED AND RE-QUOTE
 Designer: **Robert Woodbury**
 Date: **10/11/11**
 Project: **7-Eleven**
 (Print Name, Surname)
 Signature: **Robert Woodbury**
 Date: **10/11/11**

Design 08-8585-4
 Sheet **2 of 2**
 This sign is intended to be used in accordance with the requirements of the National Electrical Code and other applicable codes. The fabricator is responsible for ensuring that the sign meets all applicable codes. The fabricator is not responsible for the design of the sign. The fabricator is not responsible for the design of the sign. The fabricator is not responsible for the design of the sign.



7-ELEVEN COLOR SPECS:
 #3630-26 GREEN
 #3630-44 ORANGE
 #3630-33 RED

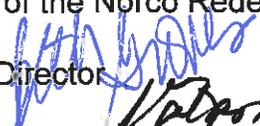
SILVERADO COLOR SPECS:
 #3630-22 BLACK
 #3630-33 RED
 #3630-015 YELLOW

1/2" = 1'-0" SCALE
 Manufacture & install one (1) new D/F fluorescent lamp internally illuminated sign. Sign to be aluminum extrusion. Face to be white only. Carbonate. [non-formed] with 3M Vinyl overlay. Sign to be painted 7-ELEVEN color. Cornices to be painted. Partitions 15' (to match existing pole sign). Ledge stone base to match existing pole sign.

Modify existing D/F double pole sign per 12'-0" specifications. Remove one (1) D/F sign cabinet and replace as one face. New face to be white polycarbonate. Paint carbonate with 7-ELEVEN 3M Vinyl graphics overlay. Manufacture & install one (1) new D/F 3'-0" x 6'-0" SILVERADO sign cabinet. Existing 3'-0" x 3'-0" sign cabinet to have white polycarbonate face with 3M Vinyl overlay internally illuminated with fluorescent lamps. 1 retainer & return to be painted dark bronze to match existing [smooth satin finish].

CITY OF NORCO STAFF REPORT

TO: Chairman and Members of the Norco Redevelopment Agency

FROM: Beth Groves, Executive Director 

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

DATE: May 5, 2010

SUBJECT: Appropriation of Funds for the Supplemental Educational Revenue Augmentation Fund ("SERAF") Payment

RECOMMENDATION: Adopt **CRA Resolution No. 2010-___**, appropriating \$4,904,827 from the Agency Fund Balance for the potential SERAF Payment.

SUMMARY: Pursuant to the State of California 2009-2010 Budget, the State Legislature passed ABX4-26 authorizing the state to raid local redevelopment funds for state purposes. The Norco Redevelopment Agency's ("Agency") share of the raid, which is required to be paid to the Educational Revenue Augmentation Fund in FY 2009-2010, is \$4,904,827. The Agency will also be required to make an additional payment of \$1,008,863 in FY 2010-2011. The California Redevelopment Association ("CRA"), along with several counties, filed a lawsuit challenging the constitutionality of the state's proposed raid of local funds. The Judge presiding over the lawsuit has notified the CRA that he intends to rule on the merits of the case on or before May 4, 2010. The Agency is required to submit its SERAF payment by May 10, 2010 if the court does not rule in our favor.

BACKGROUND/ANALYSIS: The Agency is required under SERAF legislation approved by the legislature, to pay \$4,904,827 of Agency tax increment to the Riverside County Auditor-Controller by May 10, 2010. The Agency along with many redevelopment agencies, are concerned about how to prepare for this fast-approaching deadline in light of the CRA's pending litigation against the State to have ABx4-26 declared unconstitutional.

This raid of Agency tax increment revenues will have a significant negative impact on the Agency's ability to meet its primary mission of blight removal and financing of other economic development projects. In addition to taking tax increment revenues, the state has also voted to delay a portion of the payment of gas tax revenues for the first nine months of FY 2010 – 2011. This delay in payment will result in delay of payments totaling nearly \$200,000 during the Fiscal Year. Eight months of gas tax revenue payments were also delayed for several months during this current FY 2009 – 2010 period.

The CRA's lawsuit was argued before Judge Lloyd Connelly of the Sacramento Superior Court on February 5, 2010 and the supplemental briefing he requested was concluded in early March. He has had the case under consideration since March 2. On March 30, 2010, the CRA filed a motion for a preliminary injunction/stay, asking the court not to require redevelopment

agencies to make payments to SERAF on May 10, as required by ABx4-26, until the court makes its decision. That motion was set to be heard on April 23, 2010. However, Judge Connelly notified the CRA that the hearing date for the motion on the preliminary injunction has been cancelled because he intends to rule on the merits of the case on or before May 4, 2010.

POTENTIAL OUTCOMES:

- If Judge Connelly rules *in favor* of CRA on the case, we believe the ruling will likely include an injunction suspending the effect of ABx4-26 pending resolution of any appeals. That means agencies would not have to make the May 10 payment. It is to be noted that the state decided not to appeal a similar ruling in FY 2008 – 2009.
- If the court rules *against* CRA, the ruling might or might not include a stay blocking the implementation of ABx4-26. If an adverse ruling does not include a stay, CRA will seek a stay from the Court of Appeal. However, depending on when Judge Connelly issues his decision, there could be very little time to file a request for a stay from the Court of Appeal, receive a ruling on the stay request, and notify redevelopment agencies before the May 10 payment deadline.

The CRA believes that redevelopment agencies should do what is necessary to have funds available to comply with ABx4-26 which requires SERAF payments to be made to county auditors no later than May 10. Therefore, staff is recommending that the Agency adopt the proposed resolution appropriating \$4,904,827 from the Agency Fund Balance in order to be prepared to submit the SERAF payment if that is the court ruling.

FINANCIAL IMPACT: The estimated current fund balance in the Agency's Operating Fund is \$8.9 million. A resolution has been prepared to appropriate \$4,904,827 in preparation for the potential SERAF payment due on May 10, 2010. Additional \$1,008,863 will be included in the FY 2010 – 2011 Operating Budget should the CRA lose its lawsuit against the state.

/bj-75430

Attachment: CRA Resolution No. 2010-____

CRA RESOLUTION NO. 2010-____

A RESOLUTION OF THE NORCO REDEVELOPMENT AGENCY APPROPRIATING FUNDS FOR THE SUPPLEMENTAL EDUCATIONAL REVENUE AUGMENTATION FUND PAYMENT

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

WHEREAS, The Agency is required under the Supplemental Educational Revenue Augmentation Fund ("SERAF") legislation, approved by the legislature, to pay \$4,904,827 of Agency tax increment to the Riverside County Auditor-Controller by May 10, 2010.; and

WHEREAS, funding for the required SERAF payment has not been included in the current Fiscal year Agency Budget; and

WHEREAS, funds are available in the Agency Fund Balance and may be appropriated for this expenditure.

NOW THEREFORE, BE IT RESOLVED that the amount of \$4,904,827 shall be appropriated from the Agency Fund Balance for the required SERAF payment.

PASSED AND ADOPTED by the Norco Redevelopment Agency at a regular meeting held on May 5, 2010.

Chairman
Norco Redevelopment Agency

ATTEST:

Secretary, Norco Redevelopment Agency

I, BRENDA JACOBS, Secretary of the Norco Redevelopment Agency, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Norco Redevelopment Agency at a regular meeting thereof held on May 5, 2010, by the following vote of the Norco Redevelopment Agency Members:

AYES:
NOES:
ABSENT:
ABSTAIN:

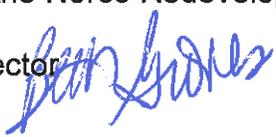
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Norco Redevelopment Agency on May 5, 2010.

Secretary, Norco Redevelopment Agency

/bj-75431

CITY OF NORCO STAFF REPORT

TO: Chairman and Members of the Norco Redevelopment Agency

FROM: Beth Groves, Executive Director 

DATE: May 5, 2010

SUBJECT: Approval of a Restaurant Tenant Improvement Program

RECOMMENDATION: Adopt **CRA Resolution No. 2010-____**, appropriating funds and approving the creation of a Restaurant Tenant Improvement Program.

SUMMARY: The proposed Restaurant Tenant Improvement Program, administered by the Norco Redevelopment Agency (Agency), is designed to attract sit-down, full-service restaurants to commercial sites on Sixth Street and Hamner Avenue by providing financial assistance for interior tenant improvements. For both independent restaurateurs and franchisees of restaurant chains (Participants), the cost of tenant improvements is one of the principal barriers to opening for business. Assisting with tenant improvements will not only reduce their overall costs, but will make Norco a particularly attractive location for potential restaurant operators.

BACKGROUND/ANALYSIS: The implementation of the proposed Restaurant Tenant Improvement Program (the "Restaurant TI Program") will provide an incentive to attract needed sit-down, full-service restaurants to Norco's commercial sites located on Sixth Street and Hamner Avenue. The primary objective of the Restaurant TI Program is to provide assistance to both independent restaurateurs and franchisees of restaurant chains with the cost of tenant improvements, which is one of the principal barriers to opening this type of business.

ELIGIBILITY

- Participants must be property owners or commercial tenants whose storefronts face either Sixth Street (between Hamner and California Avenues), or Hamner Avenue (between Detroit Street and the Corona city limits).
- The existing or proposed use must be a sit-down, full-service restaurant in an existing building or in a dedicated restaurant space created through new construction.
- Assistance is available only to sit-down, full-service restaurants with a minimum dining room capacity of 25 guests and dinner service seven nights per week.

- The restaurant operator, which may be the tenant, property owner or third party, must be able to verify five (5) years of significant management experience in the restaurant/hospitality industry.
- Subject businesses may include a bar/lounge component, but that function must be limited to no more than twenty percent (20%) of the total square footage for the restaurant to qualify for assistance.
- The restaurant use must be consistent with the economic development goals of the Norco Redevelopment Agency, including architectural consistency with the Western-style theme of *Horsetown U.S.A.*
- Tenants must be entered into a long-term lease of no less than fifteen (15) years and must provide written documentation of the property owner's consent to the improvements. A copy of the building lease indicating the lessee's authority for property renovation and repair must also be provided with the application.
- Properties must have a minimum fifteen (15)-year economic/functional life based on a determination by Agency staff that may require a building inspection.
- All improvements must be approved through the issuance of required permits by appropriate City departments, and any exterior enhancements made concurrently with the eligible interior tenant improvements must be approved by the Architectural Sub-Committee of the Norco Planning Commission.
- Participants must comply with all State and local laws and regulations pertaining to licensing and permits, and all restaurant improvements must comply with health regulations of the City, County and State.
- An Owner Participation Agreement (OPA), approved at a public hearing before the Redevelopment Agency Board, must be signed by the property owner and the Agency before an applicant is eligible to receive funding or commence construction.

ELIGIBLE FUNDING

When funding is available, the Agency will provide Restaurant TI Program grants for up to 75% of the cost of interior tenant improvements, not-to-exceed \$75,000 per project. This assistance is offered as a grant, with no obligation to repay the Agency. Exterior improvements such as signage, landscaping and façade renovation are not eligible (except for dining patios referenced below), but may be funded concurrently through the Agency's Façade Improvement Program, which may provide grants up to \$60,000.

ELIGIBLE IMPROVEMENTS

Funding is available for interior and patio improvements only, accommodating a sit-down, full-service restaurant meeting the eligibility criteria stated above. Eligible improvements include:

- Plumbing, electrical and mechanical systems required for the effective operation of a sit-down, full-service restaurant;
- Construction, demolition or enhancement of interior walls and doors;
- Flooring, window and ceiling treatment;
- Interior lighting that is affixed to ceilings and walls;
- Booths, banquettes, bars, countertops, and permanently affixed tables;
- Kitchen improvements (e.g. plumbing, ventilation systems, grease interceptors, countertops), excluding freestanding or moveable appliances;
- Patio hardscaping, lighting and railing; and
- Interior and patio planters or fountains that are affixed to floors or walls, excluding moveable potted plants.

INELIGIBLE IMPROVEMENTS

Improvements that fall within the following categories will not be approved for funding under the Program:

- Tables, chairs, table settings, and other non-affixed accessories;
- Moveable paintings and other non-affixed décor/art elements;
- Appliances, cookware and kitchen accessories that are not attached to real property;
- Potted plants or other moveable landscaping elements; or
- Any items that are not permitted by any City of Norco Municipal Code or Ordinance, or health regulations of Riverside County and the State of California.

ELIGIBLE FEES

In addition to materials and construction costs, reasonable architectural, engineering, interior design, and permit fees are eligible program expenditures, provided the total expenses do not exceed the above-referenced grant limits.

PROGRAM REQUIREMENTS

- Participants must obtain three (3) itemized bids for all approved tenant improvements.
- The selected contractor must have a valid California State Contractor's License, a business license issued by the City of Norco, worker's compensation insurance, and liability insurance with a minimum coverage of \$1,000,000 per incident.

- Contractors are required to pay prevailing wages pursuant to the requirements of the California Labor Code, Section 1771.
- Participant has thirty (30) days from the date of execution of the OPA to issue a Notice to Proceed. If the Participant has not authorized construction within thirty (30) days, the Agency may terminate the OPA and utilize the reserved grant funds for other projects.
- Agency will issue payments directly to contractors, according to the terms of the OPA, subject to Participant's approval of invoices.

FINANCIAL IMPACT: A resolution has been prepared to appropriate \$150,000 from the Agency Fund Balance to the Agency Operating Budget -- Development Incentives (Account No. 013.5010.41200) for the Restaurant TI Program.

/bj-75437

Attachments: CRA Resolution No. 2010-_____

CRA RESOLUTION NO. 2010-___

A RESOLUTION OF THE NORCO REDEVELOPMENT AGENCY APPROPRIATING FUNDS AND APPROVING THE CREATION OF A RESTAURANT TENANT IMPROVEMENT PROGRAM

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

WHEREAS, the Restaurant Tenant Improvement Program ("Restaurant TI Program") has been prepared to attract sit-down, full-service restaurants to commercial sites on Sixth Street and Hamner Avenue by providing financial assistance for interior tenant improvements. described in Attachment "A" to this Resolution; and

WHEREAS, the Restaurant TI Program will be implemented with individual Owner Participation Agreements ("OPAs"); and

WHEREAS, funding for the Restaurant TI Program has not been included in the current Fiscal Year Agency Operating Budget; and

WHEREAS, funds are available in the Agency Fund Balance and may be appropriated for this stated purpose.

NOW, THEREFORE, the Norco Redevelopment Agency does resolve as follows:

Section 1: The Agency finds and determines that the Restaurant TI Program described in Attachment "A" shall further the goals of the Redevelopment Plan by encouraging the attraction of sit-down, full-service restaurants along Sixth Street and Hamner Avenue Corridors.

Section 2: The Agency approves the implementation of the Restaurant TI Program. The Executive Director is authorized and directed to implement the Restaurant TI Program and to return for Agency Board review and approval any OPAs generated by the Restaurant TI Program.

Section 3. The amount of \$150,000 shall be appropriated from the Agency Fund Balance to the current Fiscal Year Agency Operating Budget -- Development Incentives (Account No. 013.5010.41200) for the Restaurant TI Program.

PASSED AND ADOPTED by the Norco Redevelopment Agency at a regular meeting held on May 5, 2010.

Chairman
Norco Redevelopment Agency

ATTEST:

Secretary, Norco Redevelopment Agency

I, BRENDA JACOBS, Secretary of the Norco Redevelopment Agency, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Norco Redevelopment Agency at a regular meeting thereof held on May 5, 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 May 5, 2010.

Secretary, Norco Redevelopment Agency

/bj-75438

Exhibit "A"

CITY OF NORCO REDEVELOPMENT AGENCY RESTAURANT TENANT IMPROVEMENT PROGRAM

PROGRAM OBJECTIVES

The proposed Restaurant Tenant Improvement Program, administered by the Norco Redevelopment Agency (Agency), is designed to attract sit-down, full-service restaurants to commercial sites on Sixth Street and Hamner Avenue by providing financial assistance for interior tenant improvements. For both independent restaurateurs and franchisees of restaurant chains (Participants), the cost of tenant improvements is one of the principal barriers to opening for business. Assisting with tenant improvements will not only reduce their overall costs, but will make Norco a particularly attractive location for potential restaurant operators.

ELIGIBILITY

- Participants must be property owners or commercial tenants whose storefronts face either Sixth Street (between Hamner and California Avenues), or Hamner Avenue (between Detroit Street and the Corona city limits).
- The existing or proposed use must be a sit-down, full-service restaurant in an existing building or in a dedicated restaurant space created through new construction.
- Assistance is available only to sit-down, full-service restaurants with a minimum dining room capacity of 25 guests and dinner service seven nights per week.
- The restaurant operator, which may be the tenant, property owner or third party, must be able to verify five (5) years of significant management experience in the restaurant/hospitality industry.
- Subject businesses may include a bar/lounge component, but that function must be limited to no more than twenty percent (20%) of the total square footage for the restaurant to qualify for assistance.
- The restaurant use must be consistent with the economic development goals of the Norco Redevelopment Agency, including architectural consistency with the Western-style theme of *Horsetown U.S.A.*
- Tenants must be entered into a long-term lease of no less than fifteen (15) years and must provide written documentation of the property owner's consent to the improvements. A copy of the building lease indicating the lessee's authority for property renovation and repair must also be provided with the application.

- Properties must have a minimum fifteen (15)-year economic/functional life based on a determination by Agency staff that may require a building inspection.
- All improvements must be approved through the issuance of required permits by appropriate City departments, and any exterior enhancements made concurrently with the eligible interior tenant improvements must be approved by the Architectural Sub-Committee of the Norco Planning Commission.
- Participants must comply with all State and local laws and regulations pertaining to licensing and permits, and all restaurant improvements must comply with health regulations of the City, County and State.
- An Owner Participation Agreement (OPA), approved at a public hearing before the Redevelopment Agency Board, must be signed by the property owner and the Agency before an applicant is eligible to receive funding or commence construction.

ELIGIBLE FUNDING

When funding is available, the Agency will provide Restaurant Tenant Improvement Program grants for up to 75% of the cost of interior tenant improvements, not-to-exceed \$75,000 per project. This assistance is offered as a grant, with no obligation to repay the Agency. Exterior improvements such as signage, landscaping and façade renovation are not eligible (except for dining patios referenced below), but may be funded concurrently through the Agency's Façade Improvement Program, which may provide grants up to \$60,000.

ELIGIBLE IMPROVEMENTS

Funding is available for interior and patio improvements only, accommodating a sit-down, full-service restaurant meeting the eligibility criteria stated above. Eligible improvements include:

- Plumbing, electrical and mechanical systems required for the effective operation of a sit-down, full-service restaurant;
- Construction, demolition or enhancement of interior walls and doors;
- Flooring, window and ceiling treatment;
- Interior lighting that is affixed to ceilings and walls;
- Booths, banquettes, bars, countertops, and permanently affixed tables;
- Kitchen improvements (e.g. plumbing, ventilation systems, grease interceptors, countertops), excluding freestanding or moveable appliances;
- Patio hardscaping, lighting and railing; and
- Interior and patio planters or fountains that are affixed to floors or walls, excluding moveable potted plants.

INELIGIBLE IMPROVEMENTS

Improvements that fall within the following categories will not be approved for funding under the Program:

- Tables, chairs, table settings, and other non-affixed accessories;
- Moveable paintings and other non-affixed décor/art elements;
- Appliances, cookware and kitchen accessories that are not attached to real property;
- Potted plants or other moveable landscaping elements; or
- Any items that are not permitted by any City of Norco Municipal Code or Ordinance, or health regulations of Riverside County and the State of California.

ELIGIBLE FEES

In addition to materials and construction costs, reasonable architectural, engineering, interior design, and permit fees are eligible program expenditures, provided the total expenses do not exceed the above-referenced grant limits.

PROGRAM REQUIREMENTS

- Participants must obtain three (3) itemized bids for all approved tenant improvements.
- The selected contractor must have a valid California State Contractor's License, a business license issued by the City of Norco, worker's compensation insurance, and liability insurance with a minimum coverage of \$1,000,000 per incident.
- Contractors are required to pay prevailing wages pursuant to the requirements of the California Labor Code, Section 1771.
- Participant has thirty (30) days from the date of execution of the OPA to issue a Notice to Proceed. If the Participant has not authorized construction within thirty (30) days, the Agency may terminate the OPA and utilize the reserved grant funds for other projects.
- Agency will issue payments directly to contractors, according to the terms of the OPA, subject to Participant's approval of invoices.

- Participant must agree not to change or alter the funded improvements, excluding necessary maintenance, without prior written approval from the Agency, for a minimum of five (5) years from the date of project completion.
- Participant agrees to properly maintain all improvements at his/her own expense. Any damaged improvements are to be repaired immediately by Participant to ensure the restaurant continues to be an asset to the business district.
- Program guidelines and requirements are subject to change.



ACTION MINUTES
CITY OF NORCO
PLANNING COMMISSION
CITY COUNCIL CHAMBERS – 2820 CLARK AVENUE
REGULAR MEETING
APRIL 28, 2010

1. CALL TO ORDER: **7:00 p.m.**
2. ROLL CALL: **Chair Jaffarian, Vice-Chair Hedges, Commission Members Harris, Newton, Wright**
3. STAFF PRESENT: **Director King, Senior Planner Robles, Executive Secretary Dvorak**
4. PLEDGE OF ALLEGIANCE: **Commission Member Harris**
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 April 14, 2010: **Approved 5-0**
8. CONTINUED ITEMS: **None**
9. PUBLIC HEARINGS: **Resolution No. 2010-05**; Conditional Use Permit 2010-01 (Corona Church of the Open Door): A Request for Approval to Allow a Church within an Existing Building at 1771 Third Street, Building "G", Located within the C-G (Commercial General) Zone. Recommendation: Approval (Senior Planner Robles): **Approved 5-0. This action is final unless appealed to the City Council within 10 days.**
10. BUSINESS ITEMS: **None**
11. CITY COUNCIL: **Received and filed.**
 - A. City Council Action Minutes dated April 21, 2010: **Commissioner Hedges questioned how the determination to cancel the Jamboree in July came about without a public hearing.**
 - B. City Council Minutes dated April 7, 2010
12. PLANNING COMMISSION: Oral Reports from Various Committees: **None**

13. STAFF: Current Work Program: **Received and filed.**
14. OTHER MATTERS: Staff reported on:
 - **The residential development near the corner of First Street and Parkridge Avenue, which is permitted construction.**
 - **The wooden sign for “Reyna’s” located at the northwest corner of Sixth Street and California, which was installed without permits.**
 - **The abandoned construction site located just west of Circle “K” located on the southwest corner of Sierra Avenue and Fourth Street, informing the Planning Commission that the property owner has been sent letters for weed abatement and for the need to secure the unfinished building.**

Planning Commission Comments:

- **Commissioner Hedges commented on the non-permitted sign at Reyna’s.**
 - **Commissioner Jaffarian commented on the new/temporary signage at 1540 Hamner Avenue, which appears to be non-permitted.**
 - **Commissioner Hedges commented on the non-conforming house at 3946 Temescal, which was given the “ok” by the Planning Commission for a new roof structure only given the circumstances, but which now appears that the home is being expanded.**
15. **ADJOURNMENT: 7:19 p.m.**

/adr/sd-75473

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Beth Groves, City Manager 

PREPARED BY: 
Olivia Hoyt, Accounting Manager

DATE: May 5, 2010

SUBJECT: Approval for Extension of Contract for Annual Audit Services with Rogers, Anderson, Malody and Scott, LLP

RECOMMENDATION: Approve a contract extension for annual audit services with Rogers, Anderson, Malody and Scott, LLP.

SUMMARY: Staff is recommending that the Council approve a three-year contract extension with Rogers, Anderson, Malody and Scott, LLP (RAMS) to perform the required annual independent audit of the City of Norco and the Norco Redevelopment Agency for fiscal years ending June 30, 2010, 2011 and 2012. The total cost to perform the required scope of services will not exceed \$45,905 for fiscal year 2010 and the amount for the subsequent two fiscal years will be adjusted by the consumer price index.

BACKGROUND/ANALYSIS: The first contract award with the Certified Public Accounting firm of Rogers, Anderson, Malody and Scott, LLP (RAMS) was for fiscal years ended June 30, 2001 through 2003. This contract was extended by the City Council for two additional years in 2004 and for an additional year in April 2006. After a competitive selection process in 2007, Council awarded a three-year contract for audit services to RAMS allowing for an additional three year extension. The three-year contract was for the fiscal years ended June 30, 2007, 2008 and 2009. Through the audit contract, RAMS provides the following services to the City of Norco and the Norco Redevelopment Agency:

1. Audit of the basic financial statements of the City and the Redevelopment Agency in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in the Government Auditing Standards.
2. Assistance with the preparation of City Comprehensive Annual Financial Report (CAFR) and Redevelopment Agency's basic financial statements.
3. Compliance with the requirements of the Single Audit Act of 1996 and OMB Circular A-133

4. Audit procedures required by Proposition 111 relative to the City's Appropriations Limit.
5. Assistance with preparation of State Controller's Report, Housing Report and Statement of Indebtedness.

Over the years, RAMS has done an outstanding job for the City and the Redevelopment Agency, especially in assisting staff with implementing the provisions of Governmental Accounting Standards Board (GASB) Statement No. 34 and 45 and obtaining the GFOA's Certificate of Achievement of Excellence in Financial Reporting over the last six consecutive years. RAMS has also developed a very a good understanding of the City's financial structure and operations. This results in an efficient and effective audit.

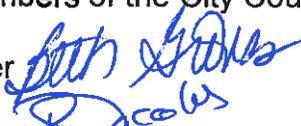
While there are some benefits from changing auditors after some time, staff believes that at this time, it is in the best interest of the City to extend the audit contract with RAMS for three additional years. It is to be noted that the annual cost for the last three years has not increased and the cost of the proposed contract renewal is in the same amount paid by the City for each of the past two fiscal years.

FINANCIAL IMPACT: The annual cost for the proposed contract renewal will be paid from City and Redevelopment Agency Funds and will be included in the operating budget for each fiscal year.

/oh-75385

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Beth Groves, City Manager 

PREPARED BY: Brenda K. Jacobs, City Clerk 

DATE: May 5, 2010

SUBJECT: Resolution Establishing Public Places for Posting of City Notices

RECOMMENDATION: Adopt **Resolution No. 2010-___**, establishing public places for posting of City notices.

SUMMARY: Since its incorporation, the City has designated various public places for the posting of City notices in accordance with the California Government Code. The listing of public places is established through the adoption of a resolution, which is amended from time-to-time to reflect a change of address or an addition / deletion of a designated location.

BACKGROUND/ANALYSIS: The Brown Act (Government Code Section 54950) requires that agendas for regular meetings be posted at least 72 hours in advance in a location which is accessible to the public 7 days a week, 24 hours a day. The location or locations of the public places where the notices are posted are adopted by each individual jurisdiction.

Over the years, the City Council has established public places within the City for the posting of City notices. Since this resolution was adopted in 1993, several modifications have been made to reflect a change of address or a change of location that would best suit the public's needs in accessing the public notices.

It was recently brought to staff's attention that the Norco Post Office is no longer posting the notices for the City, as they are a Federal agency. Staff's current policy is to distribute all notices to the Norco Senior Center, where they are posted for public access. As the Norco Senior Center is not currently listed on the existing resolution as an established public place for posting of City notices, staff is recommending that the Norco Senior Center be added to replace the Norco Post Office.

The proposed resolution establishes the following five (5) public places for posting of City notices:

1. City Hall, 2870 Clark Avenue, Norco
2. City Council Chambers, 2820 Clark Avenue, Norco
3. Norco Library, 3954 Old Hamner Road, Norco
4. Fire Station 22, 3902 Hillside Avenue, Norco
5. Norco Senior Center, 2690 Clark Avenue, Norco

/bj-75375

Attachment: Resolution No. 2010-___

RESOLUTION NO. 2010-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA RESCINDING PREVIOUS RESOLUTIONS AND ESTABLISHING PUBLIC PLACES FOR POSTING OF CITY NOTICES

THE CITY COUNCIL OF THE CITY OF NORCO HEREBY RESOLVES AS
FOLLOWS:

Section 1. The following public places within the City of Norco are established for
the posting of all City notices as required by law to be posted:

1. City Hall
2870 Clark Avenue
Norco California
2. City Council Chambers (rear of building)
2820 Clark Avenue
Norco California
3. Norco Library
3954 Old Hamner Avenue
Norco California
4. Fire Station No. 22
3902 Hillside Avenue
Norco California
5. Norco Senior Center
2690 Clark Avenue
Norco California

Section 2. Resolution Nos. 1964-06, 1974-45, 1974-126, 1983-02, 1993-38 and
2006-56 are hereby repealed.

PASSED AND ADOPTED by the City Council at a regular meeting held on May 5, 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, 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 May 5, 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 on May 5, 2010.

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

/bj-75372

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: May 5, 2010

SUBJECT: Approval of the Assignment Agreement from Royal Street Communications, LLC to Horvath Towers, LLC for Site No. LA0790

RECOMMENDATION: Approve the Assignment Agreement from Royal Street Communications, LLC to Horvath Towers, LLC for Site No. LA0790

SUMMARY: On June 20, 2007, City Council approved a Lease Agreement with Metro PCS Inc. and Royal Street Communications, LLC, a Delaware limited liability company for a wireless communications site at the Wayne Makin Sports Complex. At this time, a request has been received for the City's written consent for the assignment of wireless communication tower from Metro PCS to Horvath Towers, LLC. in accordance with Section 3.18 of the Agreement.

BACKGROUND/ANALYSIS: The City has received a request for written consent for the assignment of the Communications Site Lease Agreement from Royal Street Communications California, LLC to Horvath Towers, LLC. An Assignment Agreement (Exhibit A) has been drafted and submitted to the City for approval. This agreement has been reviewed by the City Attorney and clearly identifies Horvath's acceptance of the liabilities and obligations in the Royal Street License Agreement from Metro PCS.

FINANCIAL IMPACT: None

/ma-75393

ASSIGNMENT AGREEMENT

This Assignment Agreement ("Assignment") is made this _____ day of _____, 20__ by ROYAL STREET COMMUNICATIONS CALIFORNIA, LLC, a Delaware limited liability company ("Assignor"), to HORVATH TOWERS, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, on May 21, 2008, the City of Norco ("Landlord"), as lessor, and Assignor, as lessee, entered into the Communications Site Lease Agreement, attached hereto as Schedule 1 (the "Lease"), a memorandum of which was recorded in the Office of the Riverside County Recorder as Instrument # _____ on _____, covering the real property described in Schedule 1; and

WHEREAS, Assignor has agreed to assign to Assignee the leasehold estate created under the Lease in favor of Assignor and all other rights under the Lease, as well as assign to Assignee other rights as hereinafter described, provided Assignee assumes certain obligations under the Lease as hereinafter described.

WITNESSETH:

Assignor, in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration paid by Assignee, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, CONVEY, ASSIGN, TRANSFER and SET OVER unto Assignee, its successors and assigns, all of Assignor's right, title and interest under the Lease, including, without limitation, all advanced rents and security deposits accruing thereto and all other rights, easements, titles and options conferred upon Assignor thereby.

Assignor acknowledges that it has reviewed the Due Diligence Documents and is familiar with their terms, conditions and provisions; and Assignor hereby represents and warrants unto Assignee that to the best of Assignor's actual knowledge, Assignor has the right to assign, and is hereby assigning, the leasehold estate subject to the terms of the Lease, matters of public record, and any encumbrances disclosed in any title commitment previously delivered to Assignee by Assignor; that Assignor has delivered all notices to the lessor under the Lease that are required to be given as a condition of assignment; that Assignor has not executed or granted any modifications to, or extensions whatsoever of, the Lease; that the Lease is valid and subsisting and in full force and effect; and that, there are no defaults now existing under the Lease and no

event has occurred and no condition exists which with the passage of time or the giving of notice, or both, would constitute such a default.

Assignee hereby expressly assumes and agrees to assume the obligations and liabilities of Assignor under the Lease, save and except for liabilities and obligations accruing prior to the date hereof or arising out of or related to any act, fact, occurrence, omission, statement, representation or warranty occurring prior to the date hereof.

Assignee agrees that it will indemnify and hold Assignor, its successors and assigns and their respective agents, employees, directors and officers harmless from and against any and all losses, costs, expenses (including reasonable attorneys' fees), liability, claims, demands, actions and judgments of every kind and character (collectively, "Claims") suffered by, recovered from or asserted against Assignor arising out of or in any way related to any facts, occurrence, omission, statement, representation or warranty occurring on and after the date hereof, save and except for Claims accruing prior to the date hereof or arising out of or related to any act, fact, occurrence, omission, statement, representation or warranty occurring prior to the date hereof.

Assignor, in consideration of good and valuable consideration paid by Assignee, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, CONVEY, ASSIGN, TRANSFER and SET OVER unto Assignee, its successors and assigns, all of Assignor's right, title and interest, if any, in and to permits, surveys, studies, and reports related to the Lease and the area leased pursuant to the Lease, and all other rights conferred upon Assignor thereby, if and to the extent same are assignable. Assignee understands and agrees that if additional permits or consents are required for Assignee's use, Assignee shall obtain same at Assignee's sole cost and expense.

The covenants and representations contained herein shall bind and inure to the benefit of Assignor and Assignee and their respective successor and assigns.

This Assignment may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

If the consent of the Ground Lessor to this Assignment is required it is attached hereto as Schedule 2 to this Assignment Agreement.

Not later than twenty (20) days from receipt of itemized list, Assignee shall pay Assignor for reimbursables as outlined and attached hereto as Schedule 3 to this Assignment Agreement.

This Assignment shall be controlled by and construed in accordance with the laws of the state where the real property described in the Lease is located.

EXCEPT AS PROVIDED FOR IN THE MASTER BUILD TO SUIT AGREEMENT COMPANY SHALL ACCEPT ALL DUE DILIGENCE

DOCUMENTS AND THE SITE ON AN "AS IS, WHERE IS" BASIS, WITH ALL FAULTS, WITHOUT ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING WITHOUT LIMITATION WITH REGARD TO THE HABITABILITY, MERCHANTABILITY OR FITNESS OF THE SITE FOR A PARTICULAR PURPOSE. FURTHER, COMPANY AGREES TO ACCEPT THE DUE DILIGENCE IN THEIR CONDITION AS OF THE DATE OF DELIVERY AND TO WAIVE ALL OBJECTIONS OR CLAIMS AGAINST ROYAL STREET COMMUNICATIONS CALIFORNIA, LLC ARISING FROM OR RELATED TO THE DUE DILIGENCE, PROVIDED THAT NOTHING SHALL PRECLUDE COMPANY FROM PROCEEDING WITH A CLAIM OR LITIGATION AGAINST ANY THIRD PARTY RESPONSIBLE FOR PREPARING SUCH DUE DILIGENCE DOCUMENTATION TO THE EXTENT THAT SUCH DUE DILIGENCE DOCUMENTATION WAS IMPROPERLY PREPARED OR WHICH IS INACCURATE IN ITS CONCLUSIONS.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]
[SIGNATURE PAGE IMMEDIATELY FOLLOWS.]

This Instrument Was Prepared By :

Shannan L. Schmidt
Horvath Towers, LLC
312 West Colfax Ave.
South Bend, IN 46601

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.
Shannan L. Schmidt

When Recorded, Return to:

Horvath Towers, LLC
312 West Colfax Ave.
South Bend, IN 46601
(574) 237-0464

SCHEDULE 1 to ASSIGNMENT AGREEMENT

SITE LICENSE AGREEMENT

[ATTACHMENTS IMMEDIATELY FOLLOW]

SCHEDULE 2 to ASSIGNMENT AGREEMENT

CONSENT OF SITE OWNER

The undersigned, as the Site Owner described in the foregoing Assignment Agreement, hereby agrees as follows:

1. **Consent to Assignment.** Site Owner hereby consents to the assignment of the Premises (as defined in the Assignment Agreement) to Horvath Communications, Inc. and/or Horvath Towers, LLC (“Company”) under the terms and conditions specified in the Assignment Agreement. Site Owner represents and warrants to Royal Street Communications California, LLC that no consents or approvals of any kind from any lender or any other third party are necessary or required as a condition to Site Owner granting its consent to the Sublease.
2. **Full Force and Effect.** Site Owner acknowledges that the Prime Lease is in full force and effect, and no default presently exists under the Prime Lease.

SITE OWNER:

By: _____

Title: _____

Date: _____

SCHEDULE 3 to ASSIGNMENT AGREEMENT



On Behalf Of Royal Street Communications California, LLC
350 Commerce, Suite 200, Irvine, CA 92602

June 24, 2009

Jeff Mart
Director of Business Development
Horvath Communications
312 W. Colfax Ave.
South Bend IN 46601

RE: Royal Street Bid Package 2009-074

Dear Mr. Mart:

This shall serve as a Letter of Intent by and between Royal Street Communications California, LLC ("RSCC") and Horvath Communications (Horvath) outlining the terms under which Horvath accepts the award of Bid Package 2009-074. By signing below, Horvath agrees to the following terms associated with this Bid Package:

Lease Terms:

- Initial Lease Back Rate (\$1,495/month above ground rent):
 - LA0790B Sports Complex \$3,395/month
 - LA2270B Assembly Of God \$2,995/month
 - LA2371A Vance Hines \$3,345/month
- Escalation: 3% annually
- Rent to begin 12 months after commencement of construction
- Initial Term: 10 years w/ 4 - 5 year renewal options.
- Terms of the prime lease and construction specifications cannot be altered until RSCC is on air, and final close-out documents are provided.
- Upon co-location of an additional Carrier on the tower rent will be reduced by \$100/month.

Build to Suit Terms:

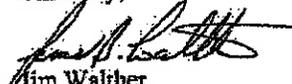
- Horvath shall complete construction within 6 weeks of execution of this Letter of Intent.
- Horvath shall provide a firm order for the procurement and fabrication of tower(s) (as specified in the Project CDs) within five (5) business days of the execution of the LOI.
- Horvath shall provide all materials, not declared herein as the specific responsibility of RSCC, to complete the site in accordance and in compliance with the CD's.
- Horvath shall provide RSCC with the RAD center identified in the CDs.
- RSCC shall provide antennas, lines and telco and PPC cabinets.
- Horvath shall pay for installation of lines and antennas if co-locating during initial site construction.
- Horvath shall be responsible for all costs associated with bringing power and telco service to the common H frame that will service the entire site, while also allowing RSCC to install a fiber cabinet within the compound, as deemed necessary by RSCC.
- RSCC shall be responsible for the installation of the radio cabinet and provide antenna jumper cables.
- RSCC construction managers shall monitor site construction and verify it meets Royal Street's standards

Site Number: LA0790
Site Name: Norco

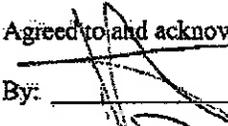
- Horvath shall reimburse RSCC for all associated due diligence soft costs incurred by RSCC, not to exceed \$143,941.08 for the Bid Package.
- Horvath shall reimburse RSCC for all tower costs outlined in the RFP.

Please sign below and email back to me at jwalther@metropcs.com within twenty-four (24) hours. Thank you for your prompt attention to this matter and we look forward to a mutually beneficial relationship with Horvath Communications.

Sincerely,


Jim Walther

Agreed to and acknowledged by:

By: 

Print Name: President

Title: Jackie Horvath

Date: 6-25-09

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: May 5, 2010

SUBJECT: Acceptance of Dedication of Right-of-Way Fronting at 1510 Fourth Street

RECOMMENDATION: Accept the offer of Dedication and authorize the Mayor to sign the Certificate of Acceptance.

SUMMARY: The owner of the property of 1510 Fourth Street that contains the Circle K store is offering for dedication 20 feet along the frontage of Fourth Street and the corner cut at Sierra Avenue.

BACKGROUND/ANALYSIS: On April 14, 1969, the Planning Commission approved site plan CP-69-2 for a proposed convenience market at the intersection of Fourth Street and Sierra Avenue. A condition of the approval was the dedication of 14 feet of right-of-way on Fourth Street and Sierra Avenue and the construction of public improvements along those streets which included curb, gutter and asphalt pavement. The developer, Circle K Corporation, installed the required public improvements but did not process the grant deed for the dedication. In 2006, while reviewing the proposed development of an office structure immediately west of the Circle K site, it came to staff's attention that the street section on Fourth Street and Sierra Avenue was not to any current City standard. Further investigation found the right-of-way in front of Circle K, on both streets, was at a half-street width of 30 feet and the public improvements that existed were actually on private property. The back of the sidewalk on Fourth Street sits 20 feet behind right-of-way and 8 feet behind the right-of-way on Sierra Avenue.

In 2009, the Sierra Avenue Reconstruction (Third Street to Fourth Street) was approved in the CIP Budget. Construction plans included curb, gutter and new asphalt pavement on Fourth Street and Sierra Avenue. For the proposed improvements to be constructed to current City Standards, the existing improvements need to be removed.

Since 1969, Circle K sold the property and it has sub-sequentially changed hands several times. Negotiations for acquiring the property along Fourth Street, in addition to explaining the new location of improvements and how it will benefit the property, has been slow as the current property owner lives outside of the country. With the status of the project being bid and awarded, the City was prepared to just construct the improvements within existing right-of-way. However, the property owner has agreed to the dedication and in return the City will remove and replace the improvements to current City standards.

FINANCIAL IMPACT: None

lja/75444

Attachment: Grant Deed

RECORDING REQUESTED BY:

CITY OF NORCO
2870 CLARK AVENUE
NORCO, CA 92860-0428

AND WHEN RECORDED MAIL TO:

City Clerk
CITY OF NORCO
2870 CLARK AVENUE
NORCO, CA 92860-0428

SPACE ABOVE THIS LINE FOR RECORDERS USE

APN: 127-200-008

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged

Donna Sorensen, a married woman, owner of the land as her sole and separate property and described in Exhibit "A", does

HEREBY GRANT in **FEE SIMPLE** to THE CITY OF NORCO, a municipal corporation, the land in the City of Norco, County of Riverside, State of California, described in Exhibit "B" (legal description) and as shown on Exhibit "C" (plat), attached and made a part hereof.

DATED THIS 15 DAY OF April 2010.

BY:

Donna Sorensen

Signature<must be notarized>

Signature<must be notarized

Donna Sorensen, owner

name and title printed

name and title printed

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego }

On 04-15-10 before me, Deana Gay, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Donna Sorensen
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.
Signature Deana Gay
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Grant Deed

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s) APN: 127-200-008

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



Signer Is Representing: _____

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



Signer Is Representing: _____

Exhibit "A"
Legal Description
(Copied from Title Report)

APN: 127-200-008

Real property in the City of Norco, County of Riverside, State of California, described as follows:

THE EASTERLY 113 FEET OF THE NORTHERLY 165 FEET OF LOT 1 IN BLOCK 25 OF RIVERSIDE ORANGE HEIGHTS TRACT NO. 2, AS SHOWN ON FILE IN BOOK 7, PAGE 54 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Exhibit "B"
Legal Description of Parcel to be conveyed to the City of Norco

Portion of APN: 127-200-008

That Portion of the Easterly 113 feet of the Northerly 165 feet of Lot 1 in Block 25 of Riverside Orange Heights Tract No. 2, as shown by map on File in Book 7, Page 54 of Maps, in the Office of the County Recorder of said County, more particularly described as follows:

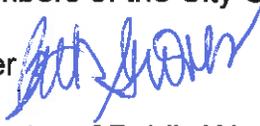
Commencing at the most northeasterly corner of said lot, said point being the **TRUE POINT OF BEGINNING**, thence westerly along the north line of said lot to a point on a line that is distant 113 feet westerly of and parallel to the easterly line of said lot; thence continuing south along said parallel line to a point on a line parallel with and distant 20 feet south of said northerly line; thence continuing easterly and parallel to said northerly line a distance of 98 feet more or less to a point on a line that bears northwesterly; thence continuing southeasterly along said northwesterly line a distance of 21.21 feet more or less to a point on the easterly line of said lot that measures 35 feet from the most northeasterly corner of said lot; thence northerly along said east lot line a distance of 35 feet more or less to the **TRUE POINT OF BEGINNING**.

Containing 2,372.50 square feet, more or less.

Prepared under the Supervision of:

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: May 5, 2010

SUBJECT: Acceptance of Dedication of Easement for Underground Utility Purposes at 4460, 4478, and 4490 Crestview Drive

RECOMMENDATION: That the City Council accepts a property dedication of a 15-foot Easement for utility purposes at 4460, 4478, and 4490 Crestview Drive and authorizes the City Clerk to record the easement grant deeds.

SUMMARY: Three property owners have submitted requests to grant 15 foot easements to the City of Norco for underground utility purposes. The real properties known as 4460, 4478, and 4490 Crestview Drive, have agreed to dedicate the utility easements in order to provide for public sanitary sewer improvements.

BACKGROUND/ANALYSIS: The property owners, located at 4460, 4478, and 4490 Crestview Drive have requested sanitary sewer improvements be provided to allow the properties to gravity flow into the City collection system. The properties are located on the west side of Crestview Drive at an elevation below the existing sewer system located within the street right-of-way, and were originally included within Sewer Assessment District (AD) 195. Sewer assessments were levied and paid by each property for the right to connect to the sanitary sewer collection system. Unfortunately, based on their location they are required to design and construct private sewage lift/pump stations in order to discharge into the system.

Staff has met with the property owners and has designed an extension of the existing sewer system that would allow these properties to connect and gravity flow their waste streams to the City system. In order to install the sewer facilities each property owner will be required to dedicate a utility easement along the west end of their properties. The three property owners have submitted fully-executed grant deeds, dedicating a 15 foot underground utility easement to the City to construct the much needed sewer facilities and allow for future operations and maintenance.

FINANCIAL IMPACT: \$100,000 has been approved in the 2009/10 Sewer Capital Improvement Program Fund (147) to construct the facilities.

Attachments: Sewer Easement with Exhibits A and B (4460 Crestview Dr.)
Sewer Easement with Exhibits A and B (4478 Crestview Dr.)
Sewer Easement with Exhibits A and B (4490 Crestview Dr.)

/wrt-75464

Recording requested by:

CITY OF NORCO

When recorded mail to:

City Clerk
City of Norco
2870 Clark Avenue
Norco, CA 92860

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: Portion of 153-231-004

SEWER EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, *Albert C. Reyes, a married man*, do hereby grant an **EASEMENT** to the CITY OF NORCO, a municipal corporation, for *underground utility purposes* and incidental uses (including but not limited to the construction, use, operation, maintenance and repair) in, over, under, and upon the land in the City of Norco, County of Riverside, State of California described in Exhibit "A" (legal description) and as shown on Exhibit "B" (plat).

BY:


Signature <must be notarized>

Signature <must be notarized>

ALBERT C REYES
name and title printed

name and title printed

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On April 22, 2010 before me, Brenda K. Jacobs, Notary Public

personally appeared Albert C. Reyes

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

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

WITNESS my hand and official seal.

Signature Brenda K. Jacobs
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

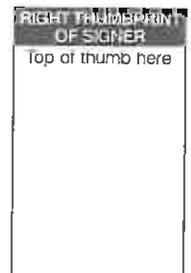
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Exhibit "A"
Legal Description

APN: Portion of 153-231-004

The west 15.00 feet of the land in the City of Norco, County of Riverside, State of California described as follows:

The south 80 feet of the north 165 feet of Lot 7 in Block 55 of Norco Farms Tract No. 3, in the City of Norco, County of Riverside, State of California as shown by map on file in Book 12, page 33, of Maps, Records of Riverside County.

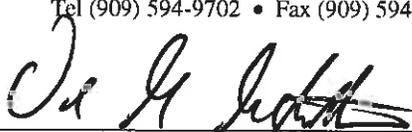
Except there from the westerly 300 feet there of; also except there from the northeasterly 3 feet of said land.

Approximately 1,200 square feet (0.028 acres).

Prepared by:

RKA 
CONSULTING GROUP
398 Lemon Creek Drive, Suite E
Walnut, California 91789
Tel (909) 594-9702 • Fax (909) 594-2658

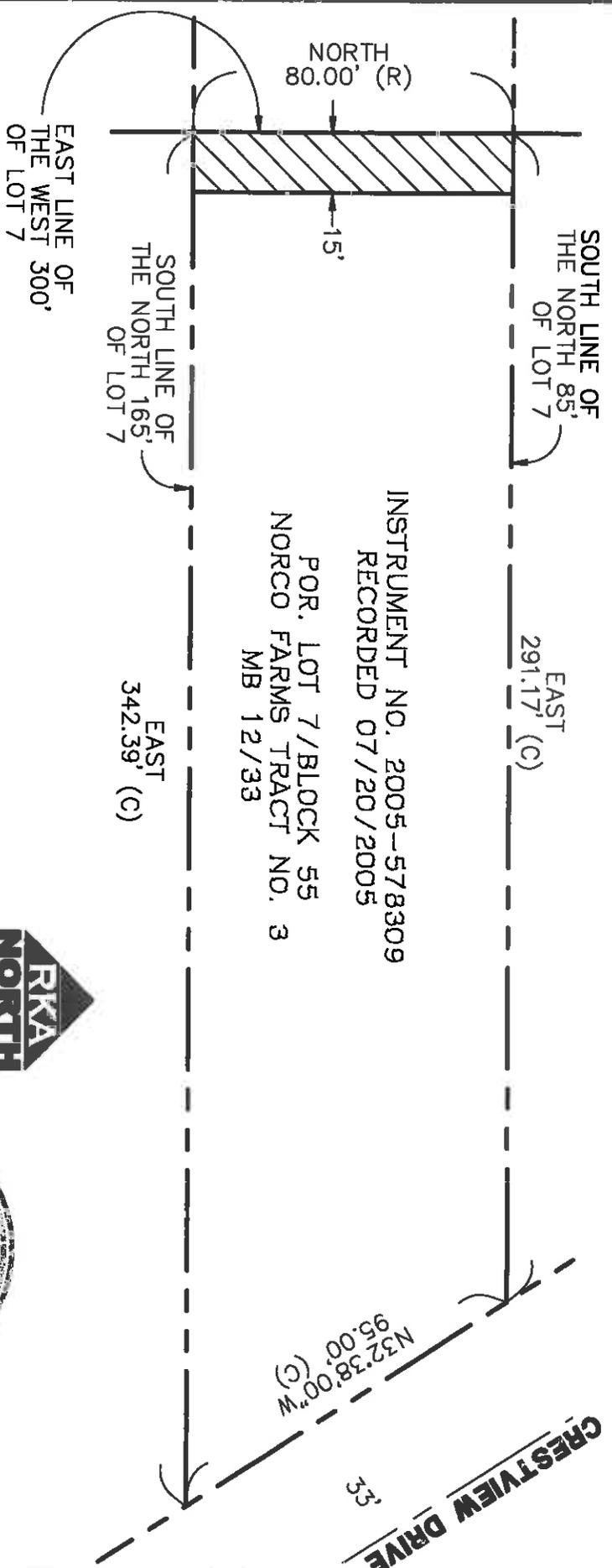




4/26/10

David G. Gilbertson, LS 6941

Date



INSTRUMENT NO. 2005-578309
 RECORDED 07/20/2005
 POR. LOT 7/BLOCK 55
 NORCO FARMS TRACT NO. 3
 MB 12/33



BASIS OF BEARING
 THE BEARINGS SHOWN HEREON ARE BASED UPON THE BEARINGS NORTH OF THE WEST LINE OF LOT 7 IN BLOCK 39 AS SHOWN ON THE MAP OF NORCO FARMS TRACT NO. 3 FILED IN BOOK 12, PAGE 33 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY.

- LEGEND**
-  PROPOSED SEWER EASEMENT
 - (c) CALCULATED DISTANCE
 - (R) RECORD DISTANCE PER INSTRUMENT NO.

2005-578309 RECORDED ON 07/20/2005

RKA CONSULTING GROUP
 200 S. LINCOLN CENTER DRIVE - SUITE E - WALWORTH, CA 91789
 (909) 504-6702 • (924) 201-8229 • FAX (909) 504-6208
 WWW.RKACONSULTING.COM

EXHIBIT 'B'
APN. 153-231-004
NORCO, CA

DATE: 05/23/2008 SCALE: 1"=40' DRAWN BY: J.C.W. SHEET: 1 OF 1

Recording requested by:

CITY OF NORCO

When recorded mail to:

City Clerk
City of Norco
2870 Clark Avenue
Norco, CA 92860

SPACE ABOVE THIS LINE FOR RECORDER'S USE

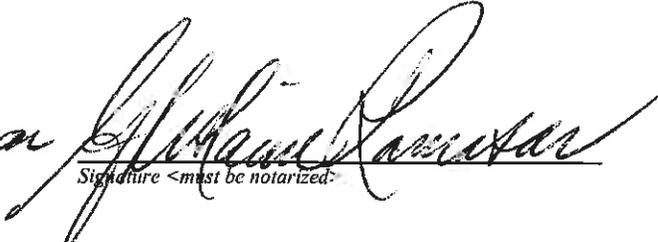
APN: Portion of 153-231-007

SEWER EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, *Oscar E. Ramasar and Ghislaine Ramasar, as trustees of the Oscar & Ghislaine Living Trust 2003 dated December 18, 2003*, do hereby grant an EASEMENT to the CITY OF NORCO, a municipal corporation, for *underground utility purposes* and incidental uses (including but not limited to the construction, use, operation, maintenance and repair) in, over, under, and upon the land in the City of Norco, County of Riverside, State of California described in Exhibit "A" (legal description) and as shown on Exhibit "B" (plat).

BY:


 Signature <must be notarized>


 Signature <must be notarized>


 name and title printed


 name and title printed

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

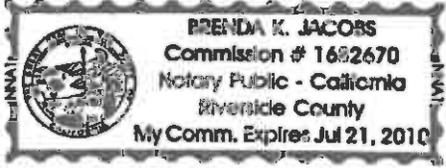
State of California

County of Riverside }

On April 21, 2010 before me, Brenda K. Jacobs, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Oscar E. Ramasar and Ghislaine Ramasar
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.
 Signature Brenda K. Jacobs
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

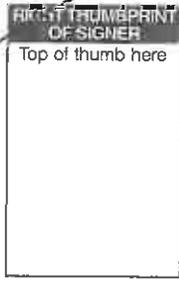
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

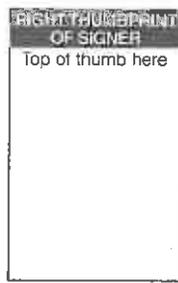
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Exhibit "A"
Legal Description

APN: **Portion of 153-231-007**

The west 15.00 feet of the land in the City of Norco, County of Riverside, State of California described as follows:

Lot 7 in Block 55 of Norco Farms Tract No. 3 as shown by map on file in Book 12 page 33 of Maps, Records of Riverside County, California. **EXCEPTING THEREFROM** the north 165 feet thereof. **ALSO EXCEPTING THEREFROM** the west 300 feet thereof. **ALSO EXCEPTING THEREFROM** the southerly 5 feet thereof. Said 5 feet being measured along the westerly line of said Lot 7. **ALSO EXCEPTING THEREFROM** the northeasterly rectangular 3 feet as conveyed to the County of Riverside by Deed recorded December 7, 1964 as Instrument No. 145767, Riverside County Records.

Approximately 2,400 square feet (0.055 acres).

Prepared by:



398 Lemon Creek Drive, Suite E
Walnut, California 91789

Tel (909) 594-9702 • Fax (909) 594-2658

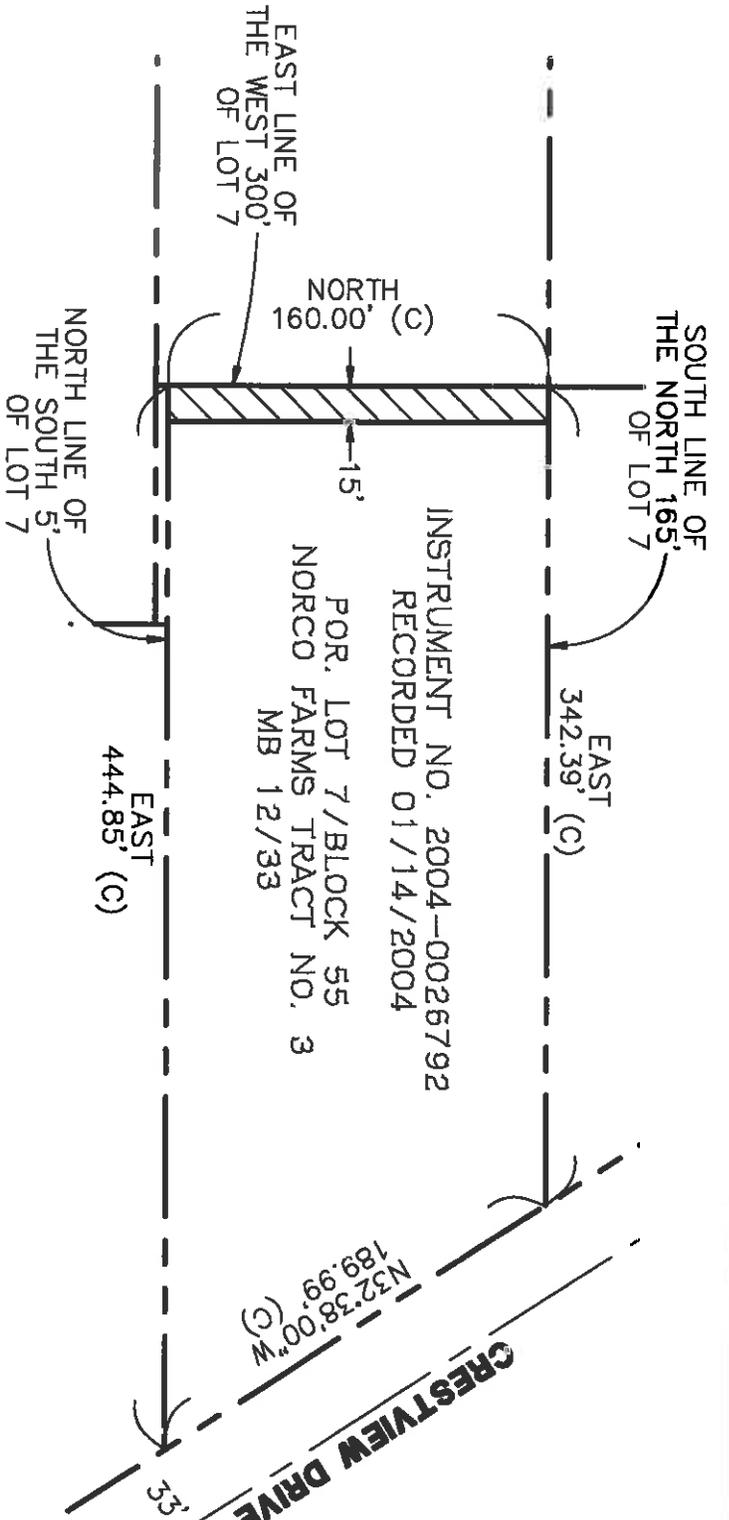
A handwritten signature in black ink, appearing to read 'David G. Gilbertson', is written over a horizontal line.

David G. Gilbertson, LS 6941

4/20/10

Date





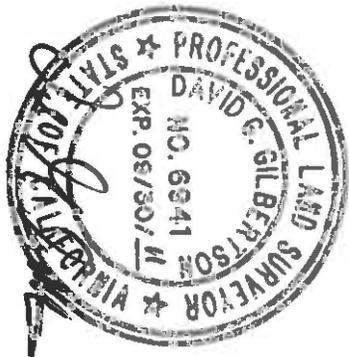
INSTRUMENT NO. 2004-0026792
 RECORDED 01/14/2004
 POR. LOT 7/BLOCK 55
 NORCO FARMS TRACT NO. 3
 MB 12/33

BASIS OF BEARING

THE BEARINGS SHOWN HEREON ARE BASED UPON THE BEARINGS NORTH OF THE WEST LINE OF LOT 7 IN BLOCK 39 AS SHOWN ON THE MAP OF NORCO FARMS TRACT NO. 3 FILED IN BOOK 12, PAGE 33 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY.

LEGEND

-  PROPOSED SEWER EASEMENT
- (C) CALCULATED DISTANCE
- (R) RECORD DISTANCE PER INSTRUMENT NO.
2004-0026792 RECORDED ON 01/14/2004



RKA CONSULTING GROUP
 206 S. LINCOLN CENTER DRIVE, SUITE E, WILMINGTON, CA 91790
 (925) 261-8888 FAX (925) 264-8888
 WWW.RKACONSULT.COM

EXHIBIT 'B'
APN. 153-231-007
NORCO, CA

DATE: 05/23/2008
 SCALE: 1"=80'
 DRAWN BY: J.C.W.
 SHEET: 1 OF 1

Recording requested by:

CITY OF NORCO

When recorded mail to:

City Clerk
City of Norco
2870 Clark Avenue
Norco, CA 92860

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: Portion of 153-231-002

SEWER EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged **Robert H. Fishback and Karen S. Fishback, Husband and Wife**, do hereby grant an **EASEMENT** to the CITY OF NORCO, a municipal corporation, for **underground utility purposes** and incidental uses (including but not limited to the construction, use, operation, maintenance and repair) in, over, under, and upon the land in the City of Norco, County of Riverside, State of California described in Exhibit "A" (legal description) and as shown on Exhibit "B" (plat).

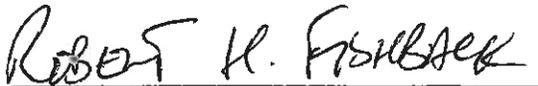
BY:



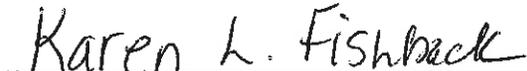
Signature <must be notarized>



Signature <must be notarized>



name and title printed



name and title printed

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On April 27, 2010 before me, Brenda K. Jacobs
Date Here Insert Name and Title of the Officer

personally appeared Robert H. Fishback and Karen S. Fishback
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Brenda K. Jacobs
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

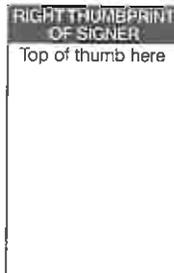
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

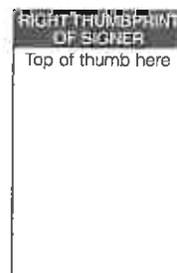
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Exhibit "A"
Legal Description

APN: **Portion of 153-231-002**

The west 15.00 feet of the land in the City of Norco, County of Riverside, State of California described as follows:

The North 85 feet of Lot 7 of Block 55 of Norco Farms Tract No. 3 as shown by map on file in Book 12, page 33 of Maps, Records of Riverside County, California. **EXCEPTING THEREFROM** the westerly 300 feet. **ALSO EXCEPTING** the northeasterly rectangular 3 feet as conveyed to the County of Riverside by Deed recorded December 7, 1964, as Instrument No. 145767.

Approximately 1,275 square feet (0.029 acres).

Prepared by:



398 Lemon Creek Drive, Suite E
Walnut, California 91789

Tel (909) 594-9702 • Fax (909) 594-2658

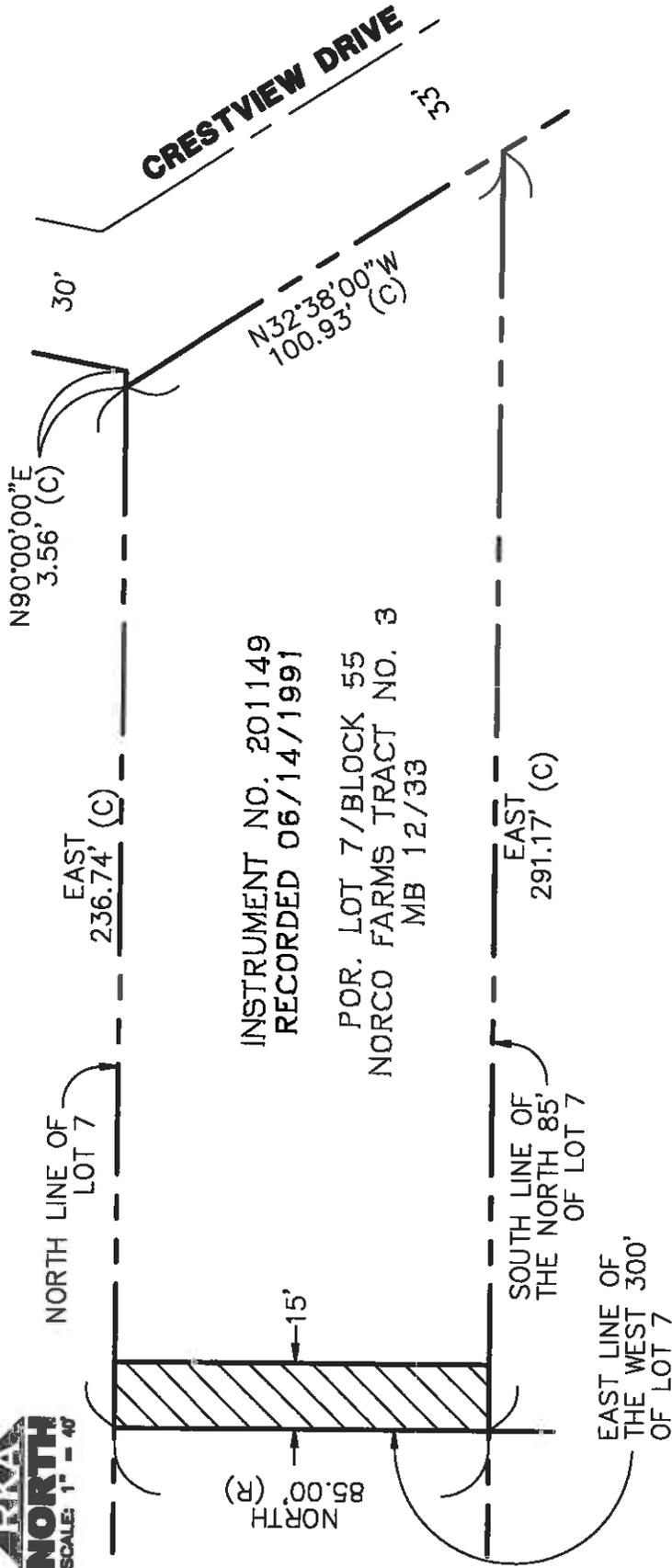
A handwritten signature in black ink, appearing to read "David G. Gilbertson", is written over a horizontal line.

David G. Gilbertson, LS 6941

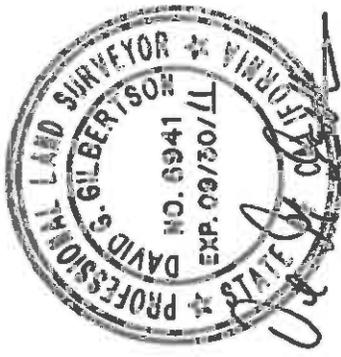
4/20/10

Date





INSTRUMENT NO. 201149
 RECORDED 06/14/1991
 POR, LOT 7/BLOCK 55
 NORCO FARMS TRACT NO. 3
 MB 12/33



BASIS OF BEARING
 THE BEARINGS SHOWN HEREON ARE BASED UPON THE BEARING NORTH OF THE WEST LINE OF LOT 7 IN BLOCK 39 AS SHOWN ON THE MAP OF NORCO FARMS TRACT NO. 3 FILED IN BOOK 12, PAGE 33 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY.

LEGEND

-  PROPOSED SEWER EASEMENT
- (C) CALCULATED DISTANCE
- (R) RECORD DISTANCE PER INSTRUMENT NO. 201149 RECORDED ON 06/14/1991

RKA CONSULTING GROUP
 300 S. LINCOLN STREET, SUITE 200, WALNUT, CA 91782
 (909) 254-9702 • (909) 254-1825 • FAX (909) 254-2259
 WWW.RKAGROUP.COM

EXHIBIT 'B'
APN: 153-231-002
NORCO, CA

DATE: 05/23/2008 SCALE: 1"=40' DRAWN BY: J.C.W. SHEET: 1 OF 1

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: May 5, 2010

SUBJECT: Request for Water and Sewer Development Impact Fee Reductions for the Norco First Assembly of God Church Expansion Project

RECOMMENDATION: That City Council approves reductions to the payment of Water and Sewer Development Impact Fees in the amount of \$8,000 in conjunction with the construction of the proposed Norco First Assembly of God Church Expansion Project.

SUMMARY: Norco First Assembly of God Church has requested that the City of Norco exempt or reduce water and sewer development impact fees associated with a proposed church expansion project located at 3659 Corona Avenue. The water facility impact fees required for this project are in the amount of \$7,500 and the sewer impact fees are \$7,859.60. Staff is recommending City Council consider reducing these fees approximately fifty percent each for a total fee reduction of \$8,000.

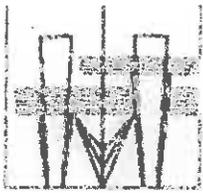
BACKGROUND/ANALYSIS: Norco First Assembly of God Church has proposed a development project within the City of Norco that is currently connected to city water and sanitary sewer collection facilities. The proposed project will increase in water and sewer system capacity demands to the property. Staff is not recommending any exemptions or reductions of any other development impact fees associated with this project.

The Developer has requested the reduction of fees based on project funding constraints and the challenging economic times. Staff supports a reduction of these fees at this time to assist with stimulating the local economy and creating jobs associated with the project.

FINANCIAL IMPACT: Reduction of Development Impact Fees; Water Fund (144) \$4,000 and Sewer Fund (147) \$4,000.

Attachments: Letter of Request Norco First Assembly of God Church

/wrt-75463



TARR ARCHITECTS

ARCHITECTURE ■
PLANNING ■
CONSULTING ■

Attn: Bill Thompson
City of Norco - Public Works
2870 Clark Avenue
Norco, CA 92860

Jan. 25, 2010

re: Norco First Assembly of God Church project

Dear Bill,

Thanks for the meeting last week regarding the referenced project. As we stated, we put the project out to bid and found we are over on costs compared to the available budget by about \$200,000. Pursuant to finding a way to get them into their building, i.e. get the doors open and allow possible growth to occur and thereby increase their budget, we are considering all options including adjustments to the scope of work, phasing of certain items, and multiple small considerations in a negotiation process with the proposed contractor - low bidder. We also are requesting that the City consider some reductions and possibly some phasing of development/premit fees.

During these challenging economic times we all must work together for mutual benefit. It would be a shame to see this project stall out indefinitely if we are not successful as a team to find a way to get it down to budget and built. Obviously it will bring jobs to the community for a few months during the construction process, it will allow this church to serve it's community better via improved facilities, improve the neighborhood with a new facility including upgrades to the street, and it will bring some fees into the City coffers via pulling a permit. Historically for us as church architects, 100% of our sanctuary or meeting space projects have resulted in increased congregational size, with at least a modest increase immediately and measurable growth for a period of time following the occupancy, and that increase has been a vital part of paying for the new facilities in the long run. To that end - we believe the key is to get the congregation into their new building as swiftly as possible and any stalling of that only allows inflationary pressures to reduce the likelihood of success. Stalling provides no benefit to the Owner in usage or the City agency in fees that can be brought in by pulling of permits and inspections etc.

Further - even if the Owner were able to pay for a larger loan to allow completion of the full project, in these difficult times related to banking industry and how tight money supply is, applying for a larger loan is very likely to be unsuccessful. We must find a way to go back to the lender showing how we can get occupied and use less than the previously agreed loan amount - there does not appear to be any options in this regard. We have several projects that are stalled simply because the banks will not lend; please help us prevent another one. We can chose to be part a small part of creating economic recovery with the decisions we make.

in an effort to team together we submit the following items we would like the City to consider and we thank you in advance for your help in this matter.

City fees (see attached) are significant on this project and we would like you to consider each of them for possible reductions and/or postponement until occupancy when growth can help sustain those fees and put them on a payment schedule or some manner of working together.

Item 2000: Storm Drain - since much of the water will be stored on site - we believe the impacts are minimal and we request this item be reduced to ½.

2100: General - this is a modest item but we don't know what it is for since it is 'general' - please just take a look and see what it includes internally and if there is any wiggly room.

2200: Parks - we suggest that since churches often create exterior space for assembly that they help with creating social and outdoor events. Can the City consider the non-profit status of the church and reduce this to perhaps ½?

■ SOUTH COAST OFFICE
■ 4611 FALEIRK BAY
■ OENARD, CA 93035-3743
■ 805-985-7077 FAX 7227

■ CENTRAL VALLEY OFFICE ■
■ 5477 H FRESNO ST # 3 ■
■ FRESNO, CA 93710-6079 ■
■ 559-431-0696 FAX 0697 ■

2300: Fire - the new building will be fully fire sprinklered, fire alarmed with monitoring, and is substantially steel and non-combustible (some minimal portions are combustible) and as such should be a low hazard project to the fire department compared to average. Please consider reduction to 1/2.

2500: Water - there is already a building here with some water consumption. We ask that consideration be given to the fact that this building's impact is offset by the reduction of removing the previous building - so it's true impact is not the total of the building - it is significantly less than that - only the increase in attendees. We request this be reduced to 1/4.

2600: Streets - since the owner is required to upgrade the frontage including curb and connection to the street, new driveways and update the horse path in the right of way all at their expense, they will already be contributing to the City infrastructure. We believe their impacts to street will be minimal and considering that they already have current impacts, the new building will only increase this incrementally as they sustain growth. The project includes removal of the existing facilities and so the impacts of the new are offset by that reduction - not a total of just the new building. Please consider a pro-rata reduction and hopefully down to 1/4 of the proposed.

2710: TUMF - again we believe the impacts are only incremental - not the total valuation of size of the project. Please consider that the new building is offset by removal of the old building. We believe 1/4 fees would be appropriate in consideration of non-profit status.

3100: Sewer - again the impacts are incremental - not the total of the new building since we will remove the old building so only the increase of people induced by the new building will result in increase to the sewer. In fact with low water flush toilets and better faucets etc. there will likely be a reduction in quantity of sewer load initially until significant growth occurs in the congregation. Please consider 1/4 fees for this.

We are aware that some of these may need to be reviewed by other departments. Please let us know if you can forward, or handle with an internal meeting, or if we need to approach those departments independently, so we know how to proceed.

In conclusion we believe it is better for the City to partner with this project, see some fees coming into the coffers rather than see it stall out with result that the Owner does not get a new building and the City sees no fees. The net result of that would also be no contribution to the local economy related to jobs created by construction and we all need to be conscious of that in today's economic situation.

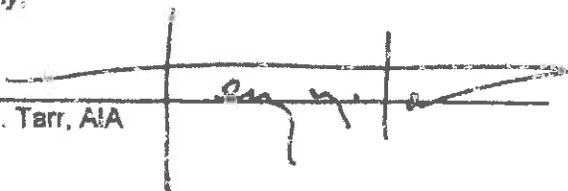
If we can get this total of fees down into the \$40,000 range for the total I believe that (along with our proposed scope and phasing changes we are working with Alma in planning and Keith in building on) will be just enough to trip us just under the budget constraints and we can put this into construction.

Should you find any item that you can not decrease the fee significantly, then please consider offering a payment schedule that would allow a down payment to secure permit, and then once they get initial occupancy to make monthly payments for remaining balance considering that they should have increased income once they occupy.

Thanks in advance for your consideration.

Sincerely,

Terry M. Tarr, AIA



Cc: Alfredo Somoza, Dave Case

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Beth Groves, City Manager 

PREPARED BY: Dave Carlson, Fire Chief 

DATE: May 5, 2010

SUBJECT: Public Hearing Ordering Abatement of Weeds on Vacant Lots

RECOMMENDATION: Adopt **Resolution No. 2010-___**, declaring that weeds and hazardous vegetation, upon or in front of vacant property in the City of Norco, constitute a public nuisance and ordering the abatement.

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

BACKGROUND/ANALYSIS: On March 3, 2010, Council adopted Resolution No. 2010-10, allowing the Fire Department to proceed with the 2010 Spring Weed Abatement Program. Pursuant to California Government Code, Notices to Abate Weeds, Hazardous Vegetation and Tumbleweeds were either mailed to property owners of vacant parcels or physically posted on the vacant property. The deadline to abate spring weeds was April 19, 2010.

The purpose of the Public Hearing is to consider objections from property owners and for Council to authorize the Fire Department's weed abatement contractor to remove weeds on vacant properties that were not abated by the deadline date. Property owners will be billed for the cost of the abatement; and if not paid, fixed charge assessment liens will be placed against the parcels through the Riverside County Auditor-Controller's Office.

FINANCIAL IMPACT: The costs to abate weeds on vacant property are paid either by the property owner or by property lien.

/mb

Attachments: Resolution No. 2010-___
2010 Vacant Parcel List – Exhibit "A"

/mb-75208

RESOLUTION NO. 2010-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA DECLARING THAT WEEDS AND HAZARDOUS VEGETATION, UPON OR IN FRONT OF VACANT PROPERTY IN THE CITY OF NORCO, CONSTITUTE A PUBLIC NUISANCE AND ORDERING THE ABATEMENT

WHEREAS, Resolution 2010-10 was passed and adopted on March 3, 2010 declaring that seasonal and recurring weeds and hazardous vegetation, upon or in front of vacant property in the City of Norco, constitute a public nuisance and further declaring the City's intent to provide for the abatement and setting a Public Hearing; and

WHEREAS, Notices to Abate Weeds, Hazardous Vegetation and Tumbleweeds were mailed to property owners of vacant property and given in the form prescribed by the California Government Code; and

WHEREAS, Notices to Abate Weeds, Hazardous Vegetation and Tumbleweeds were posted on vacant properties, whose mailed notices were returned and given in the form prescribed by the California Government Code; and

WHEREAS, at the Public Hearing, the City Council of the City of Norco heard and considered all objections to the abatement; and

WHEREAS, weeds, hazardous vegetation and tumbleweeds were not destroyed or removed, and the nuisance abated, pursuant to the Notice to Abate.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Norco, California, does hereby find and declare the following:

1. That all objections to the proposed destruction or removal of weeds, as defined in Chapter 13, Article 2, Section 39560 of the California Government Code, upon or in front of those vacant parcels of land described in Exhibit "A" on file in the Office of the City Clerk and incorporated herein by this reference, are overruled.
2. That the Fire Chief is ordered to abate the nuisances by having the weeds destroyed or removed from the vacant parcels of land described in Exhibit "A" where the hazard still exists.
3. That it's Council's intent to assess the cost of the abatement as special assessments against each vacant parcel where the nuisance is located and declare the cost to be a property tax lien on each parcel.

4. That the weeds, hazardous vegetation and tumbleweeds on the vacant parcels of land described in Exhibit "A" are seasonal and recurring nuisances.
5. That the weeds, hazardous vegetation and tumbleweeds constitute a distinct fire hazard, and the method of removal must meet the requirements of the Southern California Air Quality Management District's Rule 403(g)(1)(J).
6. That the Fire Chief is further ordered to abate the seasonal and recurring nuisances in accordance with the provisions of Title 4, Division 3, Chapter 13, Article 2, Sections 39560 - 39568, inclusive, of the California Government Code, provided that on the second and any subsequent occurrence of such nuisance on the same vacant parcel or parcels within the same calendar year, no further hearings need to be held; and it shall be sufficient to mail a Notice to Abate to property owners at their addresses as they appear on Riverside County's current assessment roll, in accordance with the provisions of the notice contained in Section 39562.1 of the California Government Code.

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held on May 5, 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 held on May 5, 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 May 5, 2010.

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

/mb-75209

2010 NORCO FIRE DEPARTMENT VACANT PARCEL LIST

PARCEL NO.	LOCATION/ADDRESS	ACREAGE	OWNER OF RECORD
119-020-021	Second St. & River Rd.	2.09	AGOURA NORTH JACOBSEN HOLDINGS 21800 BURBANK BL #330 WOODLAND HILLS CA 91367
119-020-023	River Rd. & Second St.	5.17	AGOURA NORTH JACOBSEN HOLDINGS 21800 BURBANK BL #330 WOODLAND HILLS CA 91367
121-074-014	betw 5373 & 5333 Roundup Rd.	0.50	AMIR & FADIA IBRAHIM 3070 SHADOW CANYON CR NORCO CA 92860
121-092-016	next to 5203 Roundup Rd.	0.47	FAYEZ & MONA SEDRAK 2337 NORCO DR NORCO CA 92860
121-310-087	SWC River Rd. & Corydon Av.	8.32	SAM & DOT DEKRUYF 8919 MERRILL AV CHINO CA 91710
121-310-090	next to 2651 River Rd.	3.18	SAM & DOT DEKRUYF 8919 MERRILL AV CHINO CA 91710
122-030-011	east of 2240 First St.	1.81	H & H PROPERTY PO BOX 910 NORCO CA 92860
122-050-027	south of 938 Hamner Av.	0.40	R & T GARCIA FAMILY LTD PARTNERSHIP C/O RONEILIO SAN DIEGO GARCIA 1947 237TH PL TORRANCE CA 90501
122-050-028	south of 938 Hamner Av.	0.07	SYED GILANI 5406 E GABRIELLE LN ORANGE CA 92867
122-050-049	next to 996 Mountain Av.	1.44	FRANK & JEANETTE VILLALOBOS 1882 PARK SKYLINE SANTA ANA CA 92705
122-061-002	517 Parkridge Av.	3.13	OMNI NORCO C/O OMNI WEST GROUP INC 23187 LA CADENA STE 102 LAGUNA HILLS CA 92653
122-570-001	Hidden Valley Pkwy. & Corona Av.	1.10	JAMES & SANDRA OLSEN 7641 E CORTO RD ANAHEIM CA 92808
123-040-001	SEC Fifth St. & Hillside Av.	5.47	FRANCES & WILLIAM SMITH C/O WILLIAM SMITH 5170 CENTRAL AV RIVERSIDE CA 92504-1825
123-070-003	behind 1080 & 1090 First St.	2.10	KERRY & ROBIN SULLIVAN 5445 CHICAGO AV APT 1A RIVERSIDE CA 92507
123-150-008	next to 2579 Echo Hill Dr. off Hillside Av.	4.51	SOUTHERN CALIFORNIA EDISON C/O PHYLLIS LOPEZ REAL ESTATE OPERATIONS 14799 CHESTNUT ST WESTMINSTER CA 92683

123-250-002	east of 2245 Hillside Av.	12.47	ERNEST & ALICE TAYLOR PO BOX 440 NORCO CA 92860
123-260-001	north of 666 Third St.	10.00	MANUEL & JACQUELINE CONTRERAS C/O LORETTA O'MALLEY 43145 VISTA DEL RANCHO TEMECULA CA 92592-5142
123-260-002	666 Third St.	10.00	GARRY & SUSAN STRUNK C/O LORETTA O'MALLEY 43145 VISTA DEL RANCHO TEMECULA CA 92592
123-310-021	behind 1531 Hillside Av.	0.58	ROSEMARY BUTLER C/O DANIEL SAYLOR 2825 E. CORTEZ WEST COVINA, CA 91791
123-310-025	behind 1577 Hillside Av.	1.00	VU DUONG 2235 BOWMAN AV TUSTIN CA 92782-1246
123-310-026	behind 1577 Hillside Av.	1.24	VU DUONG 2235 BOWMAN AV TUSTIN CA 92782-1246
125-030-057	north of 2140 Valley View Av.	0.96	HARLEY WEED 3287 CRYSTAL RIDGE CR CORONA CA 92882-7944
125-150-033	south of 2008 Corona Av.	0.46	EDWARD WILLITS PO BOX 19751 IRVINE CA 92623
125-150-034	NWC Second St. & Corona Av.	0.74	EDWARD WILLITS PO BOX 19751 IRVINE, CA 92623
125-170-038	north of 1787 Hamner Av.	0.58	EDD INVESTMENT CO 173 E FREEDOM AV ANAHEIM CA 92801
125-210-026	1665 Hamner Av.	0.99	BILL & CAROL BARRETO 8510 NOB HILL CORONA CA 92883
125-270-012	First St. & Valley View Av.	1.08	EUGENE EUSTAQUIO 3 DOGWOOD SOUTH IRVINE CA 92612
125-270-030	on Hamner Av. behind CDF Station	0.61	ADRI PROPERTIES C/O ALL MAGIC PAINT & BODY 1461 HAMNER AV NORCO CA 92860
125-270-035	behind 1411 Hamner Av. (Sit-N-Sleep)	0.52	MATWORLD 1411 HAMNER AV NORCO CA 92860
125-300-018	east of 1365 First St.	0.39	MAGDALENA OLVERA 1611 GARRETSON AV CORONA CA 92879-2429
125-322-006	1110 First St.	2.41	VARUGHÈSE & SUSIE ZACHARIAH 1347 BIRDSONG LN CORONA CA 92881

126-020-002	south of 2001 Third St.	41.07	RIVERSIDE COMMUNITY COLLEGE DISTRICT 4800 MAGNOLIA AV RIVERSIDE CA 92506
126-020-004	south of 2001 Third St.	2.81	RIVERSIDE COMMUNITY COLLEGE DISTRICT 4800 MAGNOLIA AV RIVERSIDE CA 92506
126-050-002	SW Corner of Third St. & Hamner Av.	7.94	EDDIE FISCHER C/O LE BARON INVESTMENTS 2020 E ORANGETHORPE AV FULLERTON CA 92831
126-050-004	behind flood channel on Hamner Av.	8.22	EDDIE FISCHER C/O LE BARON INVESTMENTS 2020 E ORANGETHORPE AV FULLERTON CA 92831
126-050-017	north of 2200 Hamner Av.	0.43	D W AUGUST INC 1331 TIFFANY RANCH RD ARROYO GRANDE CA 93420
126-060-001	west of 2093 Paddock Ln.	1.90	BERNARD & HELEN SWART 423 MAGNOLIA BREA CA 92621
126-180-003	behind 1745 Pacific Av.	1.50	H & H PROPERTY PO BOX 910 NORCO CA 92860
126-200-013	south of 1492 Mountain Av.	2.56	H & H PROPERTY PO BOX 910 NORCO CA 92860
126-200-018	between 1475 & 1515 Pacific Av.	1.25	H & H PROPERTY PO BOX 910 NORCO CA 92860
126-200-021	2300 block First St.	5.08	H & H PROPERTY PO BOX 910 NORCO CA 92860
126-240-001	1635 Mountain Av.	2.00	H & H PROPERTY PO Box 910 NORCO CA 92860
126-250-010	behind 1775 & 1865 Acre St.	0.97	ALL MAGIC AUTO & PAINT C/O ELLIE ADRI 1461 HAMNER AV NORCO CA 92860
126-250-013	1775 Acre St.	0.44	ALL MAGIC AUTO & PAINT C/O ELLIE ADRI 1461 HAMNER AV NORCO CA 92860
126-250-015	west of 1865 Acre St.	0.34	ALAN & SUSAN WAKEFIELD 3064 DALES DR NORCO CA 92860
126-250-055	1865 Acre St.	0.43	ALL MAGIC AUTO & PAINT C/O ELLIE ADRI 1461 HAMNER AV NORCO CA 92860
126-250-056	1466 Hamner Av.	0.16	ALL MAGIC AUTO & PAINT C/O ELLIE ADRI 1461 HAMNER AV NORCO CA 92860

127-020-030	3275 Hamner Av.	0.82	AJIT SHAH PO BOX 4509 PALOS VERDES PENNISULA CA 90274
127-020-032	3361 Hamner Av.	1.78	ALLEN ANTOYAN JR 1050 W KATELLA AV STE J ORANGE CA 92867
127-030-022	3265 Hamner Av.	0.43	YAO TING HSU C/O INVESERVE INC 29129 DISCOVERY RIDGE DR SANTA CLARITA CA 91390
127-030-043	3231 Hamner Av.	0.67	YAO TING HSU C/O INVESERVE INC 29129 DISCOVERY RIDGE DR SANTA CLARITA CA 91390
127-030-045	south of 3231 Hamner Av.	0.56	YAO TING HSU C/O INVESERVE INC 29129 DISCOVERY RIDGE DR SANTA CLARITA CA 91390
127-040-025	north of 3119 Hamner Av.	1.44	3131 HAMNER HOLDING LLC 3185 HAMNER AV NORCO CA 92860
127-040-027	3119 Hamner Av.	1.29	3131 HAMNER HOLDING LLC 3185 HAMNER AV NORCO CA 92860
127-040-036	north of 3001 Hamner Av.	2.18	JIRAIR SARALON 13338 GOLDEN VALLEY LN GRANADA HILLS CA 91344-5146
127-050-002	behind 2957 Hamner Av.	0.45	GARY & GLENDA HUDDLESTON 4032 ODESSA DR YORBA LINDA CA 92886-1626
127-050-031	3001 Hamner Av.	1.69	VICTOR & NICHOLETTA MELEO PO BOX 98 LINDSAY CA 93247
127-200-040	between I-15 & Fourth St.	0.08	ROY JOLLY 11357 SNOW VIEW CT YUCAIPA CA 92399
127-200-042	between I-15 & Fourth St.	1.02	ROY JOLLY 11357 SNOW VIEW CT YUCAIPA CA 92399
127-210-020	2655 Hamner Av.	0.62	GLENN SCHOEMAN PO BOX 466 MIRA LOMA CA 91752
127-300-015	between 2630 & 2682 Reservoir Dr.	0.98	ROBERT SPANGLER 2756 SWEET RAIN WY CORONA CA 92881
127-331-012	2830 Reservoir Dr.	0.20	PAT & EMMA ALVARADO C/O ROLLIE ALVARADO 7840 BAYSINGER ST DOWNEY CA 90241
129-230-018	SWC Town & Country Dr. & Hamner Av.	1.13	KEVIN CHAN 5352 NEWFIELD CR HUNTINGTON BEACH CA 92649-3687

129-230-037	north of 2900 Hamner Av.	2.45	CHRIS BONORRIS 1630 COACHWOOD LA HABRA CA 90631
129-380-010	south side of Third St. at Hamner Av.	2.26	STRATA REALTY LLC 2433 POMONA RINCON RD CORONA CA 92880-5450
129-380-009	2438 Hamner Av.	0.40	STRATA REALTY LLC 2433 POMONA RINCON RD CORONA CA 92880-5450
130-100-002	behind Quiet Hill Ct.	41.58	ALTFILLISCH CONSTRUCTION CO 13200 CITRUS ST CORONA CA 92880-9214
130-134-002	1853 Pali Dr.	0.22	THOMAS & SHARON MCKIERNAN 1220 TONKA AV COLORADO SPRINGS CO 80904
130-240-007	behind 3490 Hamner Av.	6.87	ROBERT GREGORY 4328 CORONA AV NORCO CA 92860
130-240-019	south of 2191 Fifth St.	1.65	MAR VISTA CBA C/O DOUG CROUSE 2191 FIFTH ST STE 200 NORCO CA 92860
130-240-020	NWC Fifth St. & Norconian Dr.	0.22	MAR VISTA CBA C/O DOUG CROUSE 2191 FIFTH ST STE 200 NORCO CA 92860
130-240-021	Norco Dr. west of ARCO	7.20	DAVID LUCE 2551 HAVEY LN STOUGHTON WI 53589
130-240-022	behind 3646 Hamner Av.	25.36	FISERV ISS & CO C/O DAVID LUCE NORCO BEACON HILL DEV 2551 HAVEY LN STOUGHTON WI 53589
130-240-023	across from 3600 & 3636 Norconian Dr.	12.23	FISERV ISS & CO C/O DAVID LUCE NORCO BEACON HILL DEV 2551 HAVEY LN STOUGHTON WI 53589
130-240-025	Fifth St. & Norconian Dr.	0.31	MAR VISTA CBA C/O DOUG CROUSE 2191 FIFTH ST STE 200 NORCO CA 92860
130-240-031	3636 Norconian Dr.	4.10	VICKY BLAIR 129 HAYDEN WY BREA CA 92821
130-240-043	Hamner Av. surrounding ARCO	4.87	NORCO BEACON HILL ASSEMBLY OF GOD INC PO BOX 336 NORCO CA 92860
130-250-004	south of 3646 Hamner Av.	1.40	PATEL ASHOK M, BAWA KAMAL 20 CAMARIN ST FOOTHILL RANCH CA 92610
130-250-005	north of 3490 Hamner Av.	1.88	NORCO HOSPITALITY LLC 20 CAMARIN ST FOOTHILL RANCH CA 92610

130-311-023	between 2737 & 2777 Shadow Canyon Cr.	0.81	TODD ESSENMACHER 601 N BATAVIA ORANGE CA 92868-1220
131-070-014	south of 4231 Valley View Av.	4.44	GEORGE SINICHAK 13814 WALNUT ST WHITTIER CA 90602
131-090-034	north of 4191 Corona Av.	1.17	ALVA & HELEN BLAKE PO BOX 1030 KOLOA HI 96756
131-101-010	Hamner Av./Taft St./Old Hamner Rd.	3.40	PETER & GABRIELLA GIOVANNONI C/O BROOKHURST INN MOTEL 701 S BROOKHURST ST ANAHEIM CA 92804
131-150-024	between 4081 & 4191 Valley View Av.	3.39	JUDITH METZGER 10920 PARISE DR WHITTIER CA 90604
131-160-003	NWC Valley View Av. & Sixth St.	0.87	HENRIK MARCINIAK 3140 W STONYBROOK DR ANAHEIM CA 92804
131-180-035	1025 Sixth St.	0.41	BRADLEY RUSIN C/O DAVID TAYLOR 2901 LADRILLO AISLE IRVINE CA 92606
131-192-021	north of 3838 Sierra Av.	1.02	HANUMANTHA REDDY 23 CASTLEROCK IRVINE CA 92603-0148
131-200-002	north of 3821 Sierra Av.	0.44	BARRY MANES C/O DANIEL YARUSSI 32158 CAM CAPISTRANO SAN JUAN CAPO CA 92675
131-210-025	SWC Sixth St. & Corona Av.	0.37	DAVE & REBBECAH GONZALES 2269 HAMNER AV NORCO CA 92860
131-230-019	Hamner Av. between Fifth & Sixth Streets	0.91	CHAPARRAL PARTNERS C/O CHARLES GOSNELL 5951 SYCAMORE CT CHINO CA 91710
131-230-020	Hamner Av. between Fifth & Sixth Streets	1.03	TSAIS BIG BOY 21090 E COLIMA RD DIAMOND BAR CA 91789
131-230-021	Hamner Av. between Fifth & Sixth Streets	0.95	CHAPARRAL PARTNERS C/O CHARLES GOSNELL 5951 SYCAMORE CT CHINO CA 91710
131-320-026	Hamner Av. betw Fifth & Sixth Streets	2.17	SURESH PATEL 9663 TIERA GRANDE NO.204 SAN DIEGO CA 92106
131-320-027	Hamner Av. betw Fifth & Sixth Streets	0.86	CHAPARRAL PARTNERS C/O BILL WEST 5951 SYCAMORE CT CHINO CA 91710

131-320-028	Hamner Av. betw Fifth & Sixth Streets	1.00	CHAPARRAL PARTNERS C/O BILL WEST 5951 SYCAMORE CT CHINO CA 91710
131-330-016	3516 Valley View Av.	3.72	RICHARD & REBECCA LEWIS PO BOX 670 UPLAND CA 91785
133-052-036	south of 4397 California Av.	0.59	BAYVIEW LOAN SERVICING 4425 PONCE DE LEON BLVD 5TH FLOOR CORAL GABLES FL 33146
133-052-037	south of 4397 California Av.	0.59	BAYVIEW LOAN SERVICING 4425 PONCE DE LEON BLVD 5TH FLOOR CORAL GABLES FL 33146
133-090-009	south of 4210 Crestview Dr.	2.35	PAULETTE FREDERICK 4200 CRESTVIEW DR NORCO CA 92860
133-090-010	south of 4232 Crestview Dr.	2.18	GEORGE CALLAWAY C/O TOM ROHDE 2058 N MILLS AV CLAREMONT CA 91711-2812
133-141-006	3951 Temescal Av.	0.21	DAMON DIGREGORIO 7616 E LOCKMONT CR ANAHEIM HILLS CA 92808
133-141-018	NEC Sixth St. & Temescal Av.	1.51	EQUINE VETERINARY SPECIALISTS INC 20022 DANIEL LN ORANGE CA 92869
133-150-022	623 Sixth St.	0.38	ALAN HASSO 389 AVENUE MARGARITA ANAHEIM CA 92807
133-150-027	633 Sixth St.	0.48	WAYNE WICKSTROM CORONA GENERAL FUND INC 517 W RAMONA #301 CORONA CA 92879
133-160-026	east of 433 Sixth St.	0.40	THOMAS JEREMIASSEN C/O ESTATE FINANCIAL INC 333 GRAND AVENUE STE 4070 LOS ANGELES CA 90071
133-160-031	east of 405 Sixth St.	0.81	LARRY & CATHERINE EYE 351 SIXTH ST NORCO CA 92860
133-181-010	Center Av. south of 818 Sixth St.	0.42	STANLEY & LINDA SCOTT 42131 SAN JOSE DR SAN JACINTO CA 92583
133-190-009	3861 Hillside Av.	0.57	CRC FEDERAL CREDIT UNION PO BOX 129 NORCO CA 92860
133-190-044	682 Sixth St.	0.10	CRC FEDERAL CREDIT UNION PO BOX 129 NORCO CA 92860
133-190-046	688 Sixth St.	0.13	CRC FEDERAL CREDIT UNION PO BOX 129 NORCO CA 92860

133-222-018	between 3721 & 3759 Center Av.	0.55	ROBERT KLING & DOROTHY BUTTS 531 MAIN ST #211 EL SEGUNDO CA 90245
133-250-033	110 Buckskin Ln.	0.59	MILTON & TERRY HARRISON 212 E 19TH ST COSTA MESA CA 92627
133-270-002	3631 Hillside Av.	1.83	HECTOR YANEZ PO BOX 1174 MONTEBELLO CA 90640
133-280-009	behind 3528 & 3540 California Av.	1.78	DICK & SANDRA MAC GREGOR 3541 PEDLEY AV NORCO CA 92860
133-330-003	California Av. at Fifth St.	0.73	SOUTHERN CALIFORNIA EDISON C/O PHYLLIS LOPEZ REAL ESTATE OPERATIONS 14799 CHESTNUT ST WESTMINSTER CA 92683
133-340-018	off East St. & South Fork Dr.	0.94	SOUTHERN CALIFORNIA EDISON C/O PHYLLIS LOPEZ REAL ESTATE OPERATIONS 14799 CHESTNUT ST WESTMINSTER CA 92683
133-340-019	south of 3540 South Fork Dr.	0.57	JOSEPH & MARGARET RULLO PO BOX 481 SURFSIDE CA 90743
133-340-021	south of 3540 South Fork Dr.	0.57	JOSEPH & MARGARET RULLO PO BOX 481 SURFSIDE CA 90743
133-340-022	south of 3540 South Fork Dr.	0.57	JOSEPH & MARGARET RULLO PO BOX 481 SURFSIDE CA 90743
133-340-023	south of 3540 South Fork Dr.	0.57	JOSEPH & MARGARET RULLO PO BOX 481 SURFSIDE CA 90743
153-030-007	near Grulla Ct.	1.00	HARD CORP C/O SANTA ANA VALLEY IRRIGATION CO 2555 3RD ST SACRAMENTO CA 95818
153-030-008	near Grulla Ct.	1.20	SOUTHERN CALIFORNIA EDISON C/O PHYLLIS LOPEZ REAL ESTATE OPERATIONS 14799 CHESTNUT ST WESTMINSTER CA 92683
153-030-009	near Grulla Ct.	0.40	SOUTHERN CALIFORNIA EDISON C/O PHYLLIS LOPEZ REAL ESTATE OPERATIONS 14799 CHESTNUT ST WESTMINSTER CA 92683
153-030-011	California Av. & Grulla Ct.	9.80	SOUTHERN CALIFORNIA EDISON C/O PHYLLIS LOPEZ REAL ESTATE OPERATIONS 14799 CHESTNUT ST WESTMINSTER CA 92683

153-180-020	behind 4645 Pedley Av.	1.25	VINCENT & PEGGY LARIVIERE 5581 INNER CIRCLE DR RIVERSIDE CA 92506
153-222-009	behind 4521 & 4535 Crestview Dr.	2.19	FRANCES VAUGHAN 3806 HIGHWAY 90 WEST DEL RIO TX 78840
153-222-019	behind 4591 Crestview Dr.	0.54	ERIK CAMPBELL C/O GLISTENS 1441 POMONA RD UNIT 21 CORONA CA 92882
153-231-010	next to 4409 California Av.	0.51	BLANCA RODRIGUEZ 13059 NINE STREET RANCHO CUCAMONGA CA 91739
153-232-007	across from 4460 thru 4490 Crestview Dr.	4.67	ADOLFO PONCE 1010 FIRST ST NORCO CA 92860
168-021-003	west of 190 Mt. Rushmore Dr.	0.45	TERRY FRIZZEL 11290 ARLINGTON AV RIVERSIDE CA 92505
168-023-007	north of 4011 Mt. Tobin Ct.	0.42	RAYNOLD DALE & CAROL LYNN SAUGSTAD 4010 PIKES PEAK DR NORCO CA 92860
168-023-008	SEC Mt. Tobin Ct. & Mt. Shasta Dr.	0.38	FIRST PACIFIC COAST CONST & DEV INC C/O CORREAFIRST PACIFIC CONST & DEV 10834 HOLE AV RIVERSIDE CA 92505
168-060-003	next to 4221 Crestview Dr.	38.19	ARLINGTON CEMETERY ASSN INC C/O PIERCE BROS CRESTLAWN MEMORIAL PARK 11500 ARLINGTON AV RIVERSIDE CA 92505