



AGENDA
CITY OF NORCO
CITY COUNCIL/COMMUNITY REDEVELOPMENT AGENCY
REGULAR MEETING
CITY COUNCIL CHAMBERS – 2820 CLARK AVENUE
MARCH 2, 2011

CALL TO ORDER: 6:00 p.m.

ROLL CALL: Mayor Berwin Hanna
Mayor Pro Tem Kevin Bash
Council Member Kathy Azevedo
Council Member Greg Newton
Council Member Harvey C. Sullivan

THE CITY COUNCIL/CRA RECESSED 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 Organizations: Norco Firefighters Association

RECONVENE PUBLIC SESSION: 7:00 p.m.

PLEDGE OF ALLEGIANCE: Council Member Newton

INVOCATION: Corona Church of the Open Doors
Pastor Fred Griffin

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:
Regular Meeting of February 16, 2011
Recommended Action: Approve the CRA Minutes (City Clerk)

2. OTHER CRA MATTERS:

ADJOURNMENT OF CRA:

REGULAR CITY COUNCIL AGENDA AS FOLLOWS:

3. CITY COUNCIL CONSENT CALENDAR ITEMS: *(All items listed under the Consent Calendar are considered to be routine and may be enacted by one motion. Prior to the motion to consider any action by the Council, any public comments on any of the Consent Items will be heard. There will be no separate action unless members of the Council or the audience request specific items be removed from the Consent Calendar. Items removed from the Consent Calendar will be separately considered under Item No. 4 of the Agenda)*
- A. City Council Minutes:
Regular Meeting of February 16, 2011
Recommended Action: **Approve the City Council Minutes** (City Clerk)
 - B. Recap of Actions Taken at the Planning Commission Regular Meeting of February 23, 2011. **Recommended Action: Receive and File** (Planning Director)
 - C. Termination of the Declaration of a Local Emergency Dated December 22, 2010. **Recommended Action: That the City Council terminate the declaration of the existence of a Local Emergency dated December 22, 2010 as conditions no longer warrant the extension of that term.** (City Manager)
 - D. 2011 Vacant Parcel Spring Weed Abatement Program. **Recommended Action: Adopt Resolution No. 2011-____, setting the Public Hearing for May 4, 2011.** (Fire Chief)
 - E. Approval of a Lease Agreement between T-Mobile West Corporation, a Delaware corporation, and the City of Norco to Construct a Telecommunications Facility at Parmenter Park. **Recommended Action: Approval** (Director of Parks, Recreation and Community Services)
 - F. Approval of a Lease Agreement between Metro PCS Networks California LLC, a Delaware limited liability company, and the City of Norco to Construct a Telecommunications Facility at Ted Brooks Park. **Recommended Action: Approval** (Director of Parks, Recreation and Community Services)
 - G. Resolution Opposing the Proposed Interstate 15 Draft Alignment of the High-Speed Rail System through the City of Norco and Supporting the Proposed Interstate 215 Draft Alignment of the California High-Speed Rail System. **Recommended Action: Adopt Resolution No. 2011-____.** (City Council)

H. Acceptance of Bid and Award of Contract for the LMD No. 4 Equestrian Trail Drainage Improvements Project. **Recommended Action: Accept bids submitted for the installation of drainage devices in LMD No. 4 (Norco Ridge Ranch) and award a contract to Valley Crest Landscape Maintenance, Inc. in the amount of \$188,638 and authorize the City Council to approve contract change orders up to 10 percent of the contract amount.** (Contract City Engineer)

I. Authorization to Install a Three-Way Stop Condition at the Intersection of Hillside Avenue and El Paso Drive. **Recommended Action: Approval** (Director of Public Works)

J. Authorization to Install a Three-Way Stop Condition at the Intersection of Detroit Street and Woodward Avenue. **Recommended Action: Approval** (Director of Public Works)

4. ITEMS PULLED FROM CITY COUNCIL CONSENT CALENDAR:

5. LEGISLATIVE MATTERS -- SECOND READING: *(No new evidence will be heard from the public as the public hearing has been closed regarding all items listed.)*

A. **Ordinance No. 931, for second reading.** Amending Title 18 of the Norco Zoning Ordinance by Pre-Zoning Approximately 1.8± Acres of Land as "SP" (specific plan) Located on the Southwest Side of Parkridge Avenue North of Cota Street. Zone Change 2010-02 (Pre-Zone). **Recommended Action: Adopt Ordinance No. 931 for second reading.** (City Clerk)

6. CITY COUNCIL PUBLIC HEARING:

A. City Council Appeal of the Planning Commission's Decision to Deny Without Prejudice a Request for Approval to Allow a 2,000 Square-Foot Accessory Storage Building at 2285 Santa Anita Road Located Within the A-1-20 Zone. Conditional Use Permit 2010-09 (Klinkenborg)

At its meeting held on January 26, 2011, the Planning Commission denied Conditional Use Permit 2010-09, a request for approval to allow a 2,000 square-foot storage metal building at located at 2285 Santa Anita Road located within the A-1-20 zone (ref. Exhibit "A" – Location Map). The project was denied without prejudice meaning that the applicant can redesign and resubmit. Subsequent to the Planning Commission's determination, the project was appealed by the City Council for its consideration.

Recommended Action: Staff recommends that the City Council concur with the Planning Commission's denial of Conditional Use Permit 2010-09. (Planning Director)

B. Amendment to the City's Comprehensive Fee Schedule Adding Filming Permit Fees

On October 20, 2010, the City Council adopted Resolution No. 2010-61 updating the fees for general City services. The proposed Resolution recommends that fees be added to the City's Comprehensive Fee Schedule to provide for the filming of motion pictures, television and commercials in the City of Norco.

Recommended Action: Adopt Resolution No. 2011-____, amending Resolution No. 2010-61 to update and adjust fees for General City Services to add film permit fees to the City's Comprehensive Fee Schedule. (Contract Economic Development Specialist)

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

8. OTHER MATTERS – COUNCIL:

9. OTHER MATTERS – STAFF:

10. ADJOURNMENT:

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

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

/bj-77659



MINUTES
CITY OF NORCO
CITY COUNCIL/COMMUNITY REDEVELOPMENT AGENCY
REGULAR MEETING
CITY COUNCIL CHAMBERS – 2820 CLARK AVENUE
FEBRUARY 16, 2011

CALL TO ORDER: Mayor Hanna called the meeting to order at 5:02 p.m.

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

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

City Attorney Harper – **Present**

THE CITY COUNCIL/CRA RECESSED 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 Organizations: Management
Middle Management, Professional, and Confidential Service
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 Pro Tem Hanna reconvened the meeting at 7:00 p.m.

PLEDGE OF ALLEGIANCE: Council Member Sullivan

INVOCATION: Grace Fellowship Church
Pastor Vernie Fletcher

MAYOR PRESENTATIONS: Eagle Scout Court of Honor
Andrew Stephen Curp
Sean Andrew Pokryska

Mayor Hanna presented certificates to Mr. Curp and Mr. Pokryska and congratulated them for their achievement of reaching the rank of Eagle Scout. Certificates were also presented as provided by the office of Assemblyman Jeff Miller.

Presentation of a Certificate by Council Member Sullivan: Council Member Sullivan presented a certificate to Mr. Paul Look, in memory of his wife, Lois "Granny" Look.

REGULAR COMMUNITY REDEVELOPMENT AGENCY (CRA) AGENDA AS FOLLOWS:

1. CRA CONSENT CALENDAR ITEMS:

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

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

- A. CRA Minutes:
Regular Meeting of February 2, 2011
Recommended Action: Approve the CRA Minutes (City Clerk)

2. CRA PUBLIC HEARING:

- A. Approval of the Redevelopment Agency's 2009/10 through 2013/14 Five-Year Implementation Plan

Assembly Bill 1290 (AB 1290), entitled the Community Redevelopment Law Reform Act of 1993, took effect on January 1, 1994, and added Section 33490 to the Health and Safety Code. Section 33490 mandates that each redevelopment agency adopt a five-year implementation plan commencing with the initial plan for projects adopted prior to January 1, 1994; to be adopted that calendar year. The Five-Year Implementation Plan for Fiscal Years 2009-10 through 2013-14 is the fourth Implementation Plan adopted by the Norco Redevelopment Agency.

Recommended Action: Adopt CRA Resolution No. 2011-___, approving the 2010-2014 Five-Year Implementation Plan. (Urban Futures, Inc.)

Economic Development Specialist Grody presented the public hearing item and introduced David Gruchow, from Urban Futures Inc., who presented additional information regarding the Five-Year Implementation Plan.

Mr. Gruchow presented an overview of the Implementation Plan noting the accomplishments, goals and objectives of the Norco Redevelopment Agency. He stated that the focus of the Implementation Plan is on community development and housing compliance. The key financial assumptions were presented noting that there has been a diminishing Fund Balance and there are limited opportunities for discretionary projects and programs. The recommendations were also provided to face the financial challenges faced by the Agency.

Agency Board Member Newton asked Deputy City Manager/Director of Finance Okoro what measure would be taken if the tax increment revenues do not increase as projected. Deputy City Manager/Director of Finance Okoro stated that it would be addressed at that particular point if it would happen. Agency Board Member Newton asked what Agency CIP projects would be considered to defer and also asked would it be a benefit to pay down the debt service. Deputy City Manager/Director of Finance Okoro stated that one of the things that this Implementation Plan does not do is segregate the funds, noting that the funds available to pay for CIP projects are bond proceeds and not tax increment funds. He added that he does not believe that funds on tax increment side are available to pay down any existing debts. Deputy City Manager/Director of Finance Okoro also stated that if all CIP projects were cancelled as earmarked, he is not sure if we could use that money to pay down the debt. City Attorney Harper added that this would not really solve the problem, but would probably create problems.

City Manager Groves noted that this is a required document to bring accountability and responsibility to the Agency and is used as a planning document. She added that if the tax increment does not come to these levels, the budget would be presented and recommended differently.

City Attorney Harper added that there are substantial funds in the Low and Moderate Income Fund and there is no prohibition from the Agency borrowing from that Fund.

Chairman Hanna OPENED the public hearing, indicating that proper notification had been made and asked for the appearance of those wishing to speak.

Vern Showalter. Mr. Showalter asked if this Plan is reviewed every year. City Manager Groves stated that this is a part of the budget process and the review of those revenues is a part of that process. She added that a mid-term update of the Implementation Plan is also provided as required.

Chairman Hanna CLOSED the public hearing.

M/S Bash/Newton to adopt CRA Resolution No. 2011-04 approving the 2010-2014 Five-Year Implementation Plan. The motion was carried by the following roll call vote:

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

3. JOINT CRA/CITY COUNCIL ACTION ITEM:

A. Mid-Year Budget Amendments to Fiscal Year 2010-11 Annual Operating Budget

This item provides recommended mid-year revisions to the City and Redevelopment Agency Operating budget by Fund for FY 2010-2011. The recommended adjustments to the General Fund will result in a net decrease of \$178,943 to revenues and a \$277,266 net decrease to expenditures. Water Fund revenues are recommended to be decreased by \$644,077 while expenditures are recommended to be increased by \$601,550. For the Redevelopment Agency Operating Fund, the recommended revisions will result in a net increase of revenue estimate by \$348,994 while expenditures will be increased by \$212,278. Redevelopment Agency Housing Fund revenues are recommended to be increased by \$735,000 while expenditures are recommended to be increased by \$960,000.

Recommended Actions:

1) That the Norco Redevelopment Agency Adopt CRA Resolution No. 2011-___, approving various mid-year amendments to the Fiscal Year 2010-11 Annual Budget and authorizing changes in appropriations and revenues thereto; and

2) That the City Council Adopt Resolution No. 2011-___, approving various mid-year amendments to the Fiscal Year 2010-11 Annual Budget and authorizing changes in appropriations and revenues thereto. (Deputy City Manager/Director of Finance)

City Manager Groves introduced the item and noted that this is as a mid-year reconciliation of the current budget.

Deputy City Manager/Director of Finance Okoro presented an overview of the mid-year budget amendments to the Fiscal Year 2010-11 Annual Operating Budget. He noted that the budget process for the upcoming fiscal year begins in March and some of these numbers go back to March of last year based on information available at that time. Revenue and expenditure items for the City and the Norco Redevelopment Agency were reviewed by line item.

Council Member/Agency Board Member Newton asked about the (\$23,000) due to non-payment of franchise fees. Deputy City Manager/Director of Finance Okoro stated that this is as a result of the new contract that the Corona-Norco Unified School District entered into with a new franchise waste hauler and that amount was not received and is still being negotiated.

Council Member/Agency Board Member Azevedo asked if there will be additional adjustments recommended before the end of this fiscal year. Deputy City Manager/Director of Finance Okoro noted that if there are any significant changes, those recommendations will be brought back to the Council/Agency.

Mayor/Chairman Hanna asked about increase in miscellaneous revenues. Deputy City Manager/Director of Finance Okoro noted that two items resulted in this increase of \$82,000: \$67,000 was received as a reimbursement from PERMA based on the claims paid; the remaining amount pertains to adjusted increases in penalties from various fines.

M/S Sullivan/Bash to adopt CRA Resolution No. 2011-05, approving various mid-year amendments to the Fiscal Year 2010-11 Annual Budget and authorizing changes in appropriations and revenues thereto. The motion was carried by the following roll call vote:

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

M/S Sullivan/Bash to adopt Resolution No. 2011-07, approving various mid-year amendments to the Fiscal Year 2010-11 Annual Budget and authorizing changes in appropriations and revenues thereto. The motion was carried by the following roll call vote:

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

4. OTHER CRA MATTERS: No other matters

ADJOURNMENT OF CRA: 8:07 p.m.

REGULAR CITY COUNCIL AGENDA AS FOLLOWS:

5. CITY COUNCIL CONSENT CALENDAR ITEMS:

Mayor Hanna pulled item 5.G. for discussion.

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

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

- A. City Council Minutes:
Regular Meeting of February 2, 2011
Recommended Action: **Approve the City Council Minutes** (City Clerk)
- B. Recap of Actions Taken at the Planning Commission Regular Meeting of February 9, 2011. **Recommended Action: Receive and File** (Planning Director)
- C. Procedural Step to Approve Ordinance after Reading of Title Only.
Recommended Action: Approval (City Clerk)
- D. Approval of Lease Agreement between T-Mobile West Corporation, a Delaware corporation, and the City of Norco to Construct a Telecommunications Facility at Wayne Makin Sports Complex.
Recommended Action: Approval (Parks, Recreation and Community Services Director)
- E. Fiscal Year 2011 Second Quarter Budget Performance Report.
Recommended Action: Receive and file the report. (Deputy City Manager/Director of Finance)
- F. Extension of the Term of the Declaration of a Local Emergency Dated December 22, 2010. **Recommended Action: Extend the term of the declaration of the existence of a Local Emergency two weeks, to March 2, 2011.** (City Manager)
- G. Request for Ratification of the Increase in Expenditures for the Rehabilitation of Well No. 14. **Recommended Action: Ratify an expenditure increase in the amount of \$55,000 for the rehabilitation of Well No. 14.** (Director of Public Works)

6. ITEMS PULLED FROM CITY COUNCIL CONSENT CALENDAR:

- 5.G. Request for Ratification of the Increase in Expenditures for the Rehabilitation of Well No. 14. **Recommended Action: Ratify an expenditure increase in the amount of \$55,000 for the rehabilitation of Well No. 14.** (Director of Public Works)

Mayor Hanna asked Public Works Director Thompson if one of the water lines would be shut down for 30 days. Director Thompson noted that the water line would be shut down because of the brine that has reduced the flow.

M/S Hanna/Azevedo to ratify an expenditure increase in the amount of \$55,000 for the rehabilitation of Well No. 14. The motion was carried by the following roll call vote:

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

7. LEGISLATIVE MATTERS -- SECOND READING: *(No new evidence will be heard from the public as the public hearing has been closed regarding all items listed.)*

- A. **Ordinance No. 930, Second Reading.** City-Initiated Proposal to Amend the Norco Municipal Code Adding Chapter 5.10 Establishing Regulations for Filming Permits (Code Amendment 2011-01). **Recommended Action: Adopt Ordinance No. 930 for Second Reading.** (City Clerk)

M/S Azevedo/Bash to adopt Ordinance No. 930 for Second Reading. The motion was carried by the following roll call vote:

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

8. CITY COUNCIL PUBLIC HEARING:

- A. Annexation 24; General Plan Amendment 2010-02; Specific Plan 90-01 – Amendment 9; and Zone Change 2010-02; Proposals to: Amend the General Plan by Annexing 2.01 Acres with a Land Use Designation of Specific Plan on 1.81 Acres, Amend Specific Plan 90-01 (Gateway Specific Plan) by Adding 1.81 acres to the Industrial Land Use District, and Pre-Zone 1.81 Acres as Specific Plan located on the Southwest side of Parkridge Avenue, North of Cota Street (APN 119-070-013)

The recommended motions are being proposed to accommodate the transfer of 2.01 acres from the City of Corona to the City of Norco located on the southwest side of Parkridge Avenue, north of Cota Street. The acreage being considered consists of 1.81 acres of isolated vacant property and .2 acre of street right-of-way. There is no development that staff is aware of being proposed at this time.

Recommended Action: Adopt the following documents individually:

- a. **Resolution No. 2011-___, approving Annexation 24 and authorizing that an application be initiated with the Local Agency Formation Commission (LAFCO);**
- b. **Resolution No. 2011___, concurring in the transfer of property tax revenue from that area proposed to be detached from the City of Corona and Annexed by the City of Norco in Annexation 24;**
- c. **Resolution No. 2011-___, consenting with an application initiated by Fuscoe Engineering, Inc. requesting that the Riverside County Local Agency Formation Commission take proceedings for a minor Sphere of Influence Amendment and Boundary Reorganization to include the annexation of about 2.01 acres all of which will be detached from the City of Corona in Annexation 24;**
- d. **Resolution No. 2011-___, approving General Plan Amendment 2010-02;**
- e. **Resolution No. 2011-___, approving Specific Plan 90-01 (Gateway Specific Plan) – Amendment 9; and**
- f. **Ordinance No. ___, approving Zone Change 2010-02 (Pre-Zone).**
(Planning Director)

Planning Director King presented the public hearing item.

Mayor Pro Tem Bash asked about the map and noted that it states Yuma Avenue and not Hidden Valley Parkway. Planning Director King noted that it has been changed on the zoning map.

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

Council Member Newton complimented Planning staff, noting that this was a lot of work.

M/S Bash/Azevedo to adopt Resolution No. 2011-08, approving Annexation 24 and authorizing that an application be initiated with the Local Agency Formation Commission (LAFCO). The motion was carried by the following roll call vote:

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

M/S Azevedo/Bash to adopt Resolution No. 2011-09, concurring in the transfer of property tax revenue from that area proposed to be detached from the City of Corona and Annexed by the City of Norco in Annexation 24. The motion was carried by the following roll call vote:

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

M/S Bash/Sullivan to adopt Resolution No. 2011-10, consenting with an application initiated by Fuscoe Engineering, Inc. requesting that the Riverside County Local Agency Formation Commission take proceedings for a minor Sphere of Influence Amendment and Boundary Reorganization to include the annexation of about 2.01 acres all of which will be detached from the City of Corona in Annexation 24. The motion was carried by the following roll call vote:

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

M/S Azevedo/Sullivan to adopt Resolution No. 2011-11, approving General Plan Amendment 2010-02. The motion was carried by the following roll call vote:

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

M/S Bash/Newton to adopt Resolution No. 2011-12, approving Specific Plan 90-01 (Gateway Specific Plan) – Amendment 9. The motion was carried by the following roll call vote:

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

M/S Bash/Azevedo to adopt Ordinance No. 931 for first reading, approving Zone Change 2010-02 (Pre-Zone). The motion was carried by the following roll call vote:

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

9. CITY COUNCIL ACTION ITEM:

A. Appointment to the Planning Commission

On December 13, 2010, the City Council appointed Greg Newton to fill the vacant seat of Council Member Malcolm Miller for a term of office beginning on December 15, 2010. As Mr. Newton served on the Planning Commission, that seat was then vacated. Therefore, the Council is requested to make one appointment to the Planning Commission to complete the term of Greg Newton, which expires in June of 2014. Eight applications were received for the Council's consideration.

Recommended Action: Staff recommends that the City Council make one appointment to the Planning Commission to fill the vacated seat to complete the term expiring in June of 2014. (City Clerk)

Mayor Hanna stated that eight applications were received for consideration and the Council is recommended to vote to make one appointment to the Planning Commission. He asked if any applicants wished to speak.

Robert Leonard. Mr. Leonard commented on his promotion of the lifestyle of the City of Norco and added that his experience would aid the Planning Commission in making decisions.

Barry Mileski. Mr. Mileski stated that there are eight people that want to help the City and all are good candidates to serve the City of Norco.

James Wilson. Mr. Wilson stated that he loves this town and it needs support. He added that he previously served on the Planning Commission for 14 years.

The City Council Members were asked to complete Ballot Number One voting for one person to serve on the Planning Commission, resulting in the following vote read aloud by the City Clerk:

First Ballot:

Mayor Hanna voted for Robert Leonard
Mayor Pro Tem Bash voted for Robert Leonard
Council Member Azevedo voted for Robert Leonard
Council Member Sullivan voted for Robert Leonard
Council Member Newton voted for Robert Leonard

Robert Leonard was appointed to the Planning Commission by a unanimous vote of the City Council.

10. PUBLIC COMMENTS OR QUESTIONS:

Pat Overstreet. Ms. Overstreet stated that the Relay for Life event will be held on May 14 and 15 at Pikes Peak Park. She and Doris Higgins are serving as the co-chairman for this event representing the City. "Team Norco" will be in memory of Malcolm Miller.

Dave Henderson. Mr. Henderson commented on the water and sewer rate adjustments proposed, noting Section 6(b) of Proposition 218. He further commented on the fees the City charges for the properties that are not connected to the sewer system noting that fees for future use of service are not permitted. He added that the non-connects to the sewer system have been charged for service and this is a potential violation of Proposition 218.

Jodie Webber. Ms. Webber stated that she has been selected to serve on the State's Citizens Redistricting Commission and noted that she cannot be an advocate of Norco, even though she is a resident. She encouraged residents to provide public input throughout the hearing process and added that educational workshops and local meetings will also be held to enable this. She encouraged residents to view the website <http://wedrawthelines.ca.gov> for additional information.

Vern Showalter. Mr. Showalter commented on the City's volunteer code compliance sign program he has been assisting with noting that the Council allowed one sign to be attached to a tree and now the Saddle Sore Riders have a sign at First and Sierra bolted to a tree. He also commented on the traffic problems throughout the City that will be created as a result of the Second Street project beginning on March 1.

Andre Dykhno. Mr. Dykhno asked about the water and sewer rate increases and asked if anything has been done to reduce expenditures. He added that he was reviewing the budget and observed that we are doing a lot of things to control the budget by controlling costs but the City should be more proactive than reactive.

11. OTHER MATTERS – COUNCIL:

Council Member Sullivan:

- ↓ Read a paragraph from a Bakersfield newsletter and noted the “In God We Trust” motto hung in the Council Chambers. He thanked everyone for supporting the motto.

Council Member Azevedo:

- ↓ Stated that the Relay for Life event is a great cause and encouraged participation.
- ↓ Commented on the California high-speed rail system adding that she supports the alignment through Riverside. She noted that the alignment through Norco could take out the City of Norco as it would run along the Hamner corridor. She recommended that a resolution be placed on the next Council agenda opposing the high-speed rail system alignment through the City of Norco.

M/S Azevedo/Bash to place a resolution on the next Council agenda opposing the alignment of the high-speed rail system through the City of Norco. The motion was carried by the following roll call vote:

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

- ↓ Noted that she received a telephone call regarding the Navy process of labeling the buildings on its property for historical purposes. She added that she let Sacramento know that Mayor Pro Tem Bash wrote a book relating to the Navy Base for them to review.

Mayor Pro Tem Bash:

- ↓ Commented that when the Interstate 15 Freeway was completed, it cut the City in half. He encouraged opposition to the high-speed rail system because it would take out Hamner Avenue.

Council Member Newton:

- ↓ Requested that the City Council discuss the development of, and policy for traffic calming measures at its next available study session.
- ↓ Asked Public Works Director Thompson about the synchronization of the traffic lights on Sixth Street and Hamner Avenue. Director Thompson noted that what happens in the “signal world” is that there is only one master and CalTrans is the master and added that all the lights should be synchronized in the next two weeks.

Mayor Hanna

- ↓ Recognized Mike Williams for assisting a person after a fall from a horse.
- ↓ Commented on a RCTC workshop he attended where the proposed alignments of the high-speed rail was discussed. He added that one thing in our favor is the money, as it is too expensive. He noted that the proposed Disney Land/Las Vegas bullet train projects might slow them down because of the federal funding being used for those projects.

12. OTHER MATTERS – STAFF:

City Manager Groves clarified that the \$10 donation for Relay for Life is the minimum donation to walk and the hope is to do better.

13. ADJOURNMENT: There being no further business to come before the City Council, Mayor Hanna adjourned the meeting at 9:00 p.m.

BRENDA K. JACOBS, CMC
CITY CLERK

/bj-77856



RECAP OF ACTIONS TAKEN
CITY OF NORCO
PLANNING COMMISSION
CITY COUNCIL CHAMBERS – 2820 CLARK AVENUE
REGULAR MEETING
FEBRUARY 23, 2011

1. CALLED TO ORDER: 7:00 p.m.
2. ROLL CALL: **Chair Hedges, Vice Chair Wright, Commissioners Henderson, Leonard; Commissioner Jaffarian excused absence.**
3. STAFF PRESENT: **Planning Director King, Deputy City Clerk Germaine**
4. PLEDGE OF ALLEGIANCE: **Commissioner Leonard**
- 4.A. **WELCOME NEW COMMISSIONER LEONARD**
- 4.B. **SPECIAL PRESENTATION TO COUNCIL MEMBER NEWTON FOR HIS PRIOR SERVICE ON THE PLANNING COMMISSION**
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 February 9, 2011; **Approved 3-0-1 (Commissioner Leonard had not been appointed yet).**
8. CONTINUED ITEMS:
 - A. Resolution 2011-___: Site Plan 2008, Mod. No. 1 (SSOE): Approval of a Modification to the Approved Site Plan to allow for the Development of a 76,288 Square-Foot, Multi-Commercial Retail Center, Including a Remodel of an Existing Building at the Southeast Corner of Second Street and River Road. *Recommendation: Continue off-calendar* (Director King) Continued from January 26, 2011; Action: Continued off-calendar at the request of the applicant.
 - B. Resolution 2011-16: Conditional Use Permit 2010-05 (T-Mobile): A Request for Approval to allow an Unmanned Wireless Communications Facility to Consist of a 50-Foot Tall Mounting Pole with Antennas Designed as a Palm Tree, and Associated Ground Mounted Equipment at 4780 California Avenue Located within the C-G (Commercial General) Zone. *Recommendation: Approval* (Director King) Continued from

February 9, 2011; **Action: Approved, this action is final unless appealed to City Council.**

9. PUBLIC HEARINGS: **None**
10. BUSINESS ITEM:
 - A. Resolution 2011-17. Freeway-Oriented Sign Permit/Special Sign Permit 2011-01 (Inland Signs): A Request for Review and Approval of a Freeway-Oriented Sign at 3119 Hamner Avenue. *Recommendation: Approval* (Director King); **Action: Approved, this action is final unless appealed to City Council.**
11. CITY COUNCIL: Receive and File
 - A. Recap of Actions Taken at the February 16, 2011 City Council/Community Redevelopment Agency Meeting.
 - B. City Council Minutes dated February 2, 2011
Received and filed.
12. PLANNING COMMISSION: Oral Reports from Various Committees; **Commissioner Henderson reported on the WRCOG meeting he attended where representatives from WRCOG and SCAG were present to talk about plans to get WRCOG jurisdictions in compliance with SB 365 to implement AB 32, signed by the Governor, regarding the reduction of greenhouse gas emissions, and encouraged other commissioners to attend future meetings.**
13. STAFF: Current Work Program; **Received and filed.**
14. OTHER MATTERS
 - A. Follow-up on Items from Previous Meetings (Director King)
15. ADJOURNMENT: **7:45 p.m.**

**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: March 2, 2011

SUBJECT: Termination of the Term of the Declaration of a Local Emergency Dated December 22, 2010

RECOMMENDATION: That the City Council terminate the declaration of the existence of a Local Emergency dated December 22, 2010.

SUMMARY: In December of 2010, the City Manager proclaimed the existence of a "Local Emergency" caused by excessive rains and flooding. On January 19, 2011, the City Council adopted a resolution ratifying the existence of a Local Emergency. On February 2, 2011, the Council extended the term of the existence of a Local Emergency two weeks, to February 16, 2011, followed by another two-week extension of the term on February 16, 2011 to March 2, 2011 in order to complete the applications required for submittal to FEMA. The City Council is now recommended to terminate the declaration of the existence of a Local Emergency as the threat no longer exists requiring the extension of the term.

BACKGROUND/ANALYSIS: On December 22, 2010, the City Manager proclaimed a Local Emergency, as the conditions of extreme peril to the safety of persons and property arose caused by excessive rains and flooding. During this same period of excessive rains and flooding, several other local jurisdictions proclaimed the existence of a Local Emergency, followed by Gov. Arnold Schwarzenegger and President Obama signing disaster declarations.

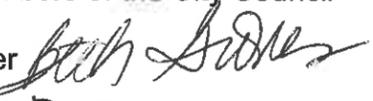
In accordance with Section 3.5.1 of the City of Norco Emergency Operation Plan, the City Council must review, at least every 21 days, the continuing existence of the emergency situation. At its meeting on February 2, 2011, the City Council approved the extension of the term of the current Local Emergency to February 16, 2011. At its meeting on February 16, 2011, the City Council approved the extension of the term of the current Local Emergency to March 2, 2011 in order to complete the applications required for submittal to FEMA.

Based on the procedures required by the Governor's Office of Emergency Services, Cal-EMA ("California Emergency Management Agency") and FEMA, the applications for Request for Public Assistance ("RPA") on publically owned land have either been completed or are in the process of being completed. Therefore, the City Council is now recommended to terminate the declaration of the existence of a Local Emergency dated December 22, 2010 as conditions no longer warrant that term extended.

/bj-77842

Agenda Item 3.C.

**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: March 2, 2011
SUBJECT: 2011 Vacant Parcel Spring Weed Abatement Program
RECOMMENDATION: Adopt **Resolution No. 2011-_____** declaring that weeds and hazardous vegetation, on or in front of vacant property in the City of Norco, constitute a public nuisance; declaring the City's intent to provide for abatement and setting a public hearing.

SUMMARY: The proposed resolution declares that weeds and hazardous vegetation on vacant property are a public nuisance and must be abated and directs the Fire Chief to send property owners Notices to Abate. If adopted, Council will schedule a Public Hearing to consider the proposed abatements, and any objections property owners have to the abatement order.

BACKGROUND/ANALYSIS: The Fire Department's vacant parcel Weed Abatement Program commences each spring to ensure that property owners of vacant parcels abate weeds and hazardous vegetation that constitute a fire or safety hazard.

Notices to Abate Spring Weeds on vacant parcels will be mailed to property owners on March 3, 2011, and they will have until April 18th to comply. On April 19th, inspections for abatement compliance will begin. Reminder notices to abate fall tumbleweeds on vacant parcels will be mailed to property owners in August or September 2011.

A public hearing will be conducted on May 4, 2011 for Council to consider the proposed abatements, hear the objections of property owners and order commencement of the abatement. The City's weed abatement contractor can then begin abating weeds on vacant parcels that are not in compliance with the abatement notice.

FINANCIAL IMPACT: The costs of abatement are paid by the property owner directly or by property lien.

/mb-77647

Attachments: Resolution No. 2011-_____
2011 Vacant Parcel List

RESOLUTION NO. 2011-_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA, DECLARING THAT WEEDS AND HAZARDOUS VEGETATION, ON OR IN FRONT OF VACANT PROPERTY IN THE CITY OF NORCO, CONSTITUTE A PUBLIC NUISANCE; DECLARING THE CITY'S INTENT TO PROVIDE FOR ABATEMENT AND SETTING A PUBLIC HEARING

WHEREAS, weeds and hazardous vegetation, on or in front of vacant parcels of land, constitute a public nuisance as provided by Chapter 13, Article 2, Section 39561 of the State of California Government Code; and

WHEREAS, weeds on these parcels of land are seasonal and recurrent nuisances within the meaning of Chapter 13, Article 2, Section 39562.1 of the State of California Government Code; and

WHEREAS, it is the intent of City Council to have the nuisances abated in accordance with Chapter 13, Articles 1 and 2, Sections 39501 through 39588, inclusive of the State of California Government Code, if the nuisances are not abated by the property owners of these parcels of land; and

WHEREAS, the Fire Chief is hereby designated as the Public Officer to perform the duties imposed by Chapter 13, Article 2, Section 39560 of the State of California Government Code; and

WHEREAS, the Fire Chief is directed to have abatement notices mailed to the property owners of these parcels of land as provided in Chapter 13, Article 2, Section 39567.1 of the State of California Government Code; and

WHEREAS, the Public Hearing is set for 7 p.m. on Wednesday, May 4, 2011 in the Council Chambers, located at 2820 Clark Avenue, Norco, California, to consider the objections of property owners to the proposed abatement of the nuisances; and

WHEREAS, no other Public Hearing needs to be held for the second or any subsequent occurrence of the nuisance, including tumbleweeds, on the same parcel or parcels within the same calendar year as provided in Chapter 13, Article 2, Section 39562.1.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Norco, California, does hereby declare that weeds and hazardous vegetation, on or in front of vacant property in the City of Norco, constitute a public nuisance and does hereby declare the City's intent to provide for abatement and set a public hearing.

Resolution No. 2011-____
Page 2
March 2, 2011

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held March 2, 2011.

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 March 2, 2011 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 March 2, 2011.

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

/mb-77648

NORCO FIRE DEPARTMENT VACANT PARCEL LIST -- 2011

PARCEL NO.	LOCATION/ADDRESS	ACREAGE	OWNER OF RECORD
119-020-023	River Rd. & Second St.	5.17	RBE NORCO JFH 1 21800 BURBANK BLVD #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	LOT 65 TRUST 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
122-020-027	northeast of 1399 Parkridge Av.	0.76	CAPITALAND INV C/O SAM OSTAYAN 1379 PARK WESTERN #300 SAN PEDRO CA 90732
122-030-011	east of 2240 First St.	1.81	H & H PROPERTY PO BOX 250 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 1260 MOUNTAIN AV NORCO CA 92860
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
122-061-004	896 Hamner Av.	1.00	SYED GILANI 1260 MOUNTAIN AV NORCO CA 92860
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
125-150-033	south of 2008 Corona Av.	0.46	NORCO REEF 621 SW MORRISON ST PORTLAND OR 97205
125-150-034	NWC Second St. & Corona Av.	0.74	NORCO REEF 621 SW MORRISON ST PORTLAND OR 97205
125-170-038	north of 1787 Hamner Av.	0.58	EDD INVESTMENT CO 173 E FREEDOM AV ANAHEIM CA 92801
125-180-010	1550 Second St.	6.51	FRANK AN 1159 S ARDMORE AV LOS ANGELES CA 90006
125-210-026	1665 Hamner Av.	0.99	BILL & JOE BARRETO C/O NORCO AUTOMOTIVE 2529 HAMNER AV NORCO CA 92860
125-270-012	First St. & Valley View Av.	1.08	EUGENE EUSTAQUIO 3 DOGWOOD SOUTH IRVINE CA 92612
125-300-018	east of 1365 First St.	0.39	MAGDALENA OLVERA VASQUEZ 1611 GARRETSON AV CORONA CA 92879-2429
125-322-006	1110 First St.	2.41	VARUGHESE & SUSIE ZACHARIAH 1347 BIRDSONG LN CORONA CA 92881
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
126-160-023	betw 1610 & 1630 Pacific Av.	0.66	H & H PROPERTY PO BOX 250 NORCO CA 92860
126-180-003	behind 1745 Pacific Av.	1.50	H & H PROPERTY PO BOX 250 NORCO CA 92860
126-200-013	south of 1492 Mountain Av.	2.56	H & H PROPERTY PO BOX 250 NORCO CA 92860
126-200-018	between 1475 & 1515 Pacific Av.	1.25	H & H PROPERTY PO BOX 250 NORCO CA 92860
126-200-021	2300 block First St.	5.08	H & H PROPERTY PO BOX 250 NORCO CA 92860
126-240-001	1635 Mountain Av.	2.00	H & H PROPERTY PO BOX 250 NORCO CA 92860
126-240-002	north of 1595 Mountain Av.	1.00	H & H PROPERTY PO BOX 250 NORCO CA 92860
126-240-004	1569 Mountain Ave.	5.00	1300 NORMANDY PROP 1300 E NORMANDY PL SANTA ANA CA 92705
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	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
127-040-036	north of 3001 Hamner Av.	2.18	JIRAIR SARALON 13338 GOLDEN VALLEY LN GRANADA HILLS CA 91344-5146
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
129-230-033	west of 2900 Hamner Av.	5.38	COPPERFIELD INV & DEV CO 600 ST PAUL AV #250 LOS ANGELES CA 90017
129-230-034	south of 1901 Town & Country Dr.	4.43	COPPERFIELD INV & DEV CO 600 ST PAUL AV #250 LOS ANGELES CA 90017
129-230-036	west of 2900 Hamner Av.	6.38	COPPERFIELD INV & DEV CO 600 ST PAUL AV #250 LOS ANGELES CA 90017
129-230-037	north of 2900 Hamner Av.	2.45	CHRIS BONORRIS 1630 COACHWOOD LA HABRA CA 90631
129-380-009	2438 Hamner Av.	1.63	STRATA REALTY LLC 2433 POMONA RINCON RD CORONA CA 92880-5450
129-380-010	south side of Third St. at Hamner Av.	2.26	STRATA REALTY LLC 2433 POMONA RINCON RD CORONA CA 92880-5450

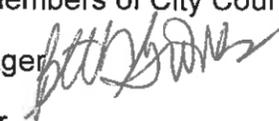
130-100-002	behind Quiet Hill Ct.	41.58	ALTFILLISCH CONSTRUCTION CO 13200 CITRUS ST CORONA CA 92880-9214
130-134-002	1853 Pali Dr.	0.22	THOMAS & SHARON MCKIERNAN 1526 W BOULDER ST COLORADO SPRINGS, CO 80904
130-240-007	behind 3490 Hamner Av.	6.87	ROBERT GREGORY 4328 CORONA AV NORCO CA 92860
130-240-019	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
130-240-045	Hamner Av. surrounding ARCO	4.75	NORCO BEACON HILL ASSEMBLY OF GOD INC PO BOX 336 NORCO CA 92860
130-250-004	south of 3646 Hamner Av.	1.40	ASHOK PATEL & KAMAL BAWA NORCO HOSPITALITY LLC 12453 ANDY ST CERRITOS CA 90703
130-250-005	north of 3490 Hamner Av.	1.88	ASHOK PATEL & KAMAL BAWA NORCO HOSPITALITY LLC 12453 ANDY ST CERRITOS CA 90703
130-250-006	north of 3480 Hamner Av.	1.94	ROB KOZIEL PO BOX 148 NORCO CA 92860
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	KADVA PATINAR 102 E EUCALYPTUS DR ANAHEIM HILLS CA 92808
131-101-010	Hamner Av./Taft St./Old Hamner Rd.	3.40	BALU & MALTI PATEL 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

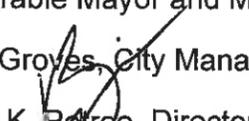
131-200-002	north of 3821 Sierra Av.	0.44	BARRY MANES C/O DANIEL YARUSI 32158 CAMINO CAPISTRANO #A SAN JUAN CAPISTRANO CA 92675-3720
131-210-025	SWC Sixth St. & Corona Av.	0.37	DAVE & REBBECAH GONZALES 2269 HAMNER AV NORCO CA 92860
131-230-019	Hamner Av. between Fifth & Sixth Streets	0.91	CHAPARRAL PARTNERS C/O CHARLES GOSNELL 5951 SYCAMORE CT CHINO CA 91710
131-280-017	south of 3597 Sierra Av.	1.09	TOBY SANTIAGO/VIRGINIA SANTIAGO 8612 VERONA TRAIL AUSTIN TX 78749
131-310-015	west of 3538 Sierra Av.	0.35	RUSSELL JACKSON 12688 MARLIN AV VISALIA CA 93291
131-320-026	Hamner Av. betw Fifth & Sixth Streets	2.17	EXCEL CORONA C/O SURESH PATEL 9663 TIERRA 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 6 WEYMOUTH CT NEWPORT BEACH CA 92660
133-052-038	south of 4397 California Av.	1.76	PHILLIP CREMO 4397 CALIFORNIA AV NORCO CA 92860
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 PO BOX 512 CORONA CA 92878-0512
133-160-026	east of 433 Sixth St.	0.40	THOMAS JEREMIASSEN C/O ESTATE FINANCIAL INC 333 GRANT AVENUE STE 4070 LOS ANGELES CA 90071
133-160-031	east of 405 Sixth St.	0.81	LOT 16 TRUST 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 HARRISON 212 E 19TH ST COSTA MESA CA 92627
133-270-002	3631 Hillside Av.	1.83	HECTOR YANEZ 3691 CENTER AV NORCO CA 92860
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
153-180-002	4670 California Av.	0.46	DEBORAH & STEVE NICHOLS 385 EIGHTH ST NORCO CA 92860
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
153-220-019	behind 4591 Crestview Dr.	0.54	ERIK CAMPBELL C/O GLISTENS 1441 POMONA ROAD 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

**CITY OF NORCO
STAFF REPORT**

TO: Honorable Mayor and Members of City Council

FROM: Beth Groves, City Manager 

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

DATE: March 2, 2011

SUBJECT: Approval of Lease Agreement between T-Mobile West Corporation, a Delaware corporation, and City of Norco to construct a telecommunications facility at Parmenter Park.

RECOMMENDATION: Approve Lease Agreement between T-Mobile West Corporation, a Delaware corporation, and City of Norco to construct a telecommunications facility at Parmenter Park.

SUMMARY: Over the past several months, staff has been working with representatives of T-Mobile West Corporation, a Delaware corporation, to discuss leasing property at Wayne Makin Sports Complex, commonly known as 2760 Reservoir Drive Norco, CA 92860, for the construction of a telecommunications facility. Staff is recommending approval of a License Agreement with T-Mobile West Corporation to lease the property at Parmenter Park.

BACKGROUND ANALYSIS: T-Mobile West Corporation, a Delaware corporation, offers mobile phone services to consumers and businesses. T-Mobile West Corporation shall construct an antenna facility commonly referred to in the industry as a "light standard" type of facility (the "Light Standard"). They may install, place, use and operate on the property such antennas, radio transmitting and receiving equipment, conduits, wires, batteries, back-up generators, utility lines and facilities, supporting structures, storage facilities, telephone facilities, microwave equipment, and related equipment as they deem necessary for the operation of its wireless communications site on the property. The Light Standard, constructed for the purpose of concealing the cables and wires, and for attaching the antenna fixtures, shall be constructed by T-Mobile West Corporation, but shall be owned and maintained by the City of Norco.

Conditions for site development are identified in the General Regulations and Development Standards for Commercial Telecommunications Facilities (Exhibit "A"). Project site plans for development are identified at Parmenter Park (Exhibit "B").

The License Agreement (Exhibit "C") between the City and T-Mobile West Corporation would provide valuable revenue to offset costs of park operations, as well as lighting costs associated with our youth sports organizations use.

The proposed License Agreement contains the standard industry language for these types of installations. The term of this Lease Agreement ("Term") shall be five (5) years commencing on the date of the exercise of the Option ("the Commencement Date"), and terminating at midnight on the last day of the month of the initial term. During the option

period, and at the expense of the Tenant, Tenant shall obtain all licenses and permits or authorizations required, including a Conditional Use Permit (CUP), for Tenant's use of the premises.

The City shall receive rent on the Commencement Date or twelve (12) months from the last date of execution by a party to this Agreement, whichever occurs first. Tenant shall have the right to extend the Term of this Lease Agreement for five (5) additional terms of five (5) years each. The monthly rental rate will be \$1999 with a 3.5 % increase each year. Additionally, Tenant shall pay City a one-time Capital Contribution Fee of \$20,000 to be deposited to the Parks and Recreation Capital Improvement Development Fund to be used as Landlord sees fit.

T-Mobile West Corporation is required to maintain insurance for bodily injury and property damage of at least one million dollars per occurrence, with the City of Norco named as additionally insured.

The City, acting as the Licensor, will be responsible to maintain the area around the facility. T-Mobile West Corporation acting as the Licensee, will retain ownership of cell site equipment it places on the premises except for the athletic field light standards and lights, when and if the License Agreement expires or is terminated.

FINANCIAL IMPACT: The revenue stream associated with the License Agreement is estimated to be \$ 23,988 a nnually. Revenue generated will be deposited into the general fund and will assist to offset costs associated with park operations within in the City.

/ma-77673

Attachments: General Regulations and Development Standards for Commercial
Telecommunication Facilities – Exhibit "A"
Project Site Plan – Exhibit "B"
Site Lease with Option – Exhibit "C"

**Section 18.57.10 GENERAL REGULATIONS AND DEVELOPMENT STANDARDS FOR
COMMERCIAL TELECOMMUNICATION FACILITIES.**

The following regulations and development standards apply to commercial telecommunication facilities, normally installed by companies providing wireless telecommunication services to a wide range of customers.

1). On each commercial wireless antenna, space shall be made available at no cost to the City, if needed as determined by the City in its sound discretion, for emergency communication purposes, such as, but not limited to repeaters, boosters, antennas, etc. Any necessary ancillary equipment and/or utilities shall also be made available at no cost to the City, to ensure the viability of the communication site.

2). Freestanding Antennas and Associated Equipment Rooms

a) Freestanding antennas, and associated equipment rooms, shall be permitted in all zones, except residential and agricultural zones, subject to the approval of a conditional use permit provided that both the antennas and the equipment rooms comply with the regulations of this chapter and the underlying zone.

b) Co-location on an existing freestanding antenna structure is encouraged and may be subject to staff review.

c) Freestanding antennas shall not be allowed within front yard or street side yard setbacks for the underlying zone.

d) The maximum height of any wireless telecommunication antenna shall be 50 feet; an increase in height exceeding 50 feet shall require the approval of a variance. Freestanding antennas, which are designed for co-location, shall be given special consideration for an increase in maximum height allowed.

e) All freestanding antennas shall be sited on property to minimize visual impacts to adjacent properties and adjacent public right-of-way, and designed to blend into the surrounding environment. Designs used to blend in with the surrounding environment shall include: clock/bell towers, signs, light poles, or other structures. Landscaping may be required adjacent to the antenna for screening, to include trees and/or shrubs.

f) Wherever possible, antennas shall be integrated into other existing structures, such as light poles, utility poles, signs or other communication towers.

g) All antenna sites shall be enclosed with a six (6) foot high fence and posted with warning signs alerting people to keep their distance from the antenna site. The design and material of the fence must be compatible with the site. All wireless communication providers shall abide by ANSI standards.

h) Antennas shall not be allowed to have any type of advertising sign copy, unless signage is for on-site business and meets all code regulations.

i) The owner of the antenna shall pay an annual business license fee, in an amount as specified by resolution of the City Council.

PLANS PREPARED FOR:
T-Mobile
 Stick TogetherSM
 2827 E. CUMMINS ROAD, SUITE 200
 CHANA, CA 91711

PROJECT INFORMATION:
 1224029E
 PARMENTER PARK
 2760 RESERVOIR RD
 NORCO, CA 92860
 RIVERSIDE COUNTY

CURRENT ISSUE DATE:
 12/28/2010

ISSUED FOR:
 REVISED ZD SUBMITTAL

REV.	DATE	DESCRIPTION
A	09/19/2010	ISSUED FOR REVISION ZD SUBMITTAL
A	09/09/2010	ISSUED FOR REVISION ZD SUBMITTAL
A	09/09/2010	ISSUED FOR REVISION ZD SUBMITTAL
A	10/09/2010	ISSUED FOR REVISION ZD SUBMITTAL
A	12/21/2010	ISSUED FOR REVISION ZD SUBMITTAL
A	12/28/2010	ISSUED FOR REVISION ZD SUBMITTAL

DESIGNED BY: CHK
 RLD
 ARM
 EIC

PLANS PREPARED BY:

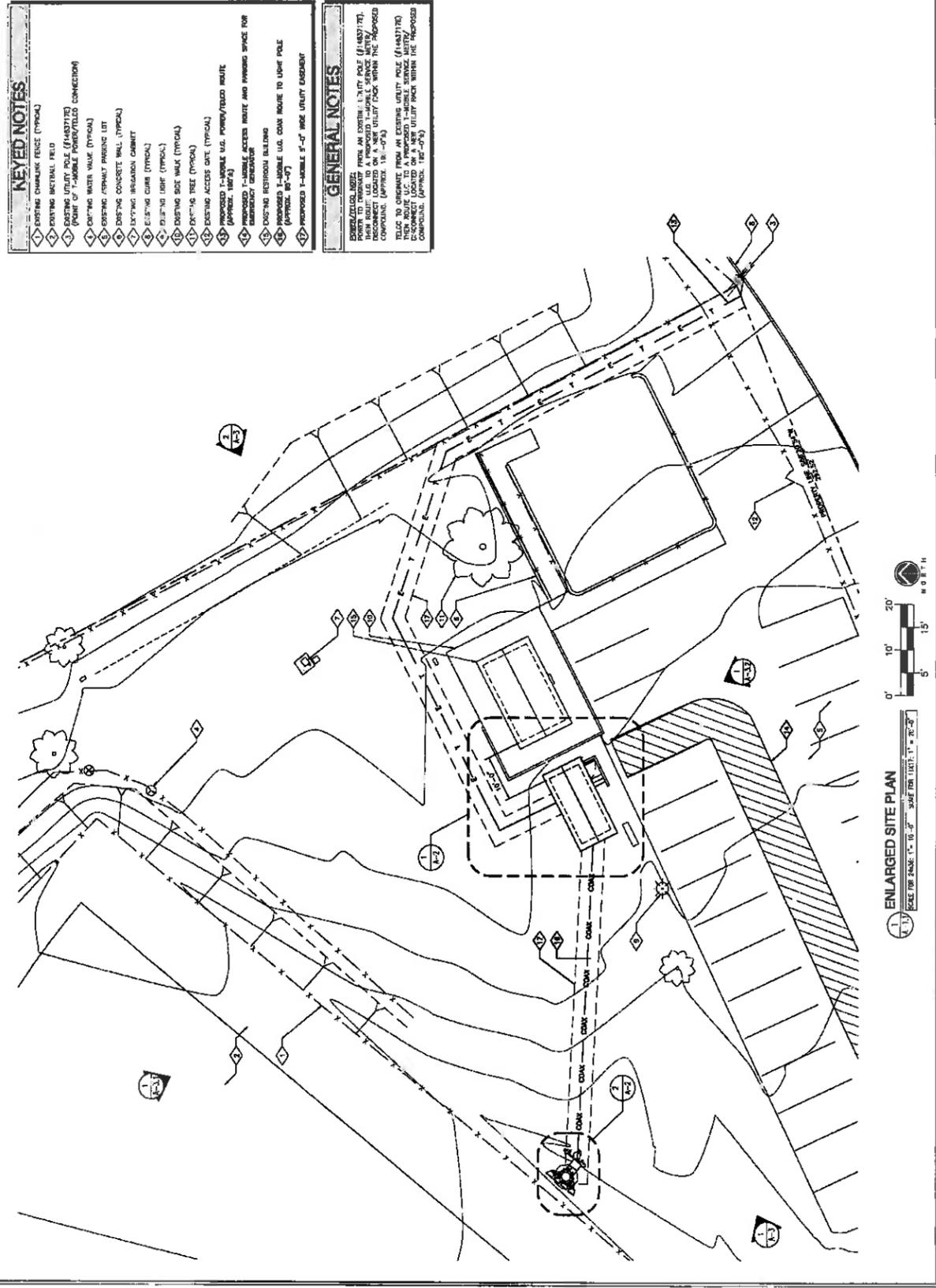
 KDC ARCHITECTS ENGINEERS P.C.
 420 NORTH STREET SUITE 200
 CHANA, CA 91711
 PHONE: 951.271.1111
 FAX: 951.271.1112

SHEET TITLE:
 ENLARGED SITE PLAN

SHEET NUMBER:
A-1.1

DIVISION:
 8

209009



PLANS PREPARED FOR:
T-Mobile
 Stick TogetherSM
 3327 E. SHAW ROAD, SUITE 200
 GAITHERSBURG, MD 20878

PROJECT INFORMATION:
 1524029E
 PARMENTER PARK
 2760 RESERVOIR RD
 RHEPERSIDE COUNTY

CURRENT ISSUE DATE:
 12/28/2010

ISSUED FOR:
 REVISED ZD SUBMITTAL

REV. DATE	DESCRIPTION
08/19/2010	ISSUED FOR REVISED ZONING SUBMITTAL
09/09/2010	ISSUED FOR REVISED ZONING SUBMITTAL
09/29/2010	ISSUED FOR REVISED ZONING SUBMITTAL
10/06/2010	ISSUED FOR REVISED ZONING SUBMITTAL
12/21/2010	ISSUED FOR REVISED ZONING SUBMITTAL
12/29/2010	ISSUED FOR REVISED ZONING SUBMITTAL

REV. DATE	DESCRIPTION
08/19/2010	ISSUED FOR REVISED ZONING SUBMITTAL
09/09/2010	ISSUED FOR REVISED ZONING SUBMITTAL
09/29/2010	ISSUED FOR REVISED ZONING SUBMITTAL
10/06/2010	ISSUED FOR REVISED ZONING SUBMITTAL
12/21/2010	ISSUED FOR REVISED ZONING SUBMITTAL
12/29/2010	ISSUED FOR REVISED ZONING SUBMITTAL

PLANS PREPARED BY:

KDC
 ARCHITECTS/ENGINEERS, P.C.
 4700 WOODBURN AVENUE, SUITE 200
 GAITHERSBURG, MD 20878
 TEL: 410-286-1234
 FAX: 410-286-1235
 WWW.KDC-ARCH.COM

PROJECT TITLE:
 EQUIPMENT PLAN
 & PROPOSED
 ANTENNA LAYOUT PLAN

SHEET NUMBER:
A-2

REVISION:
 8
 2/29/2009

GENERAL NOTES

POWER TO DISCONNECT FROM AN EXISTING UTILITY POLE (14827710), DISCONNECT LOCATED ON A NEW UTILITY TACK WITH THE PROPOSED COMPASS, (APPROX. 175'-0" x 9'-0").

TELCO TO DISCONNECT FROM AN EXISTING UTILITY POLE (14827710), DISCONNECT LOCATED ON A NEW UTILITY TACK WITH THE PROPOSED COMPASS, (APPROX. 175'-0" x 9'-0").

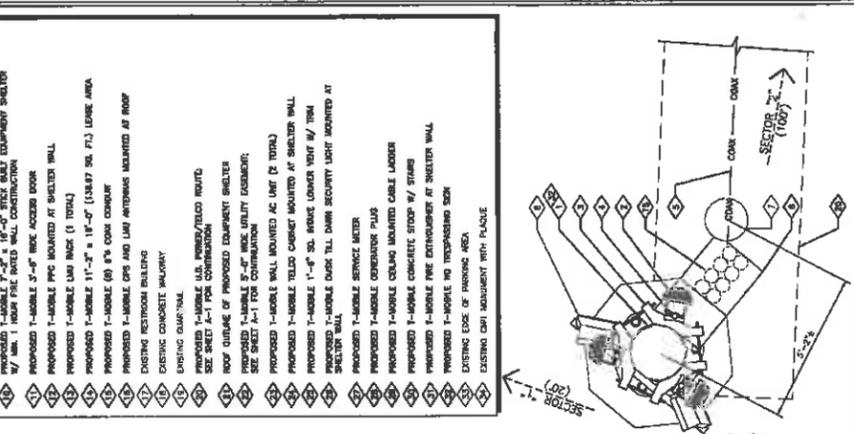
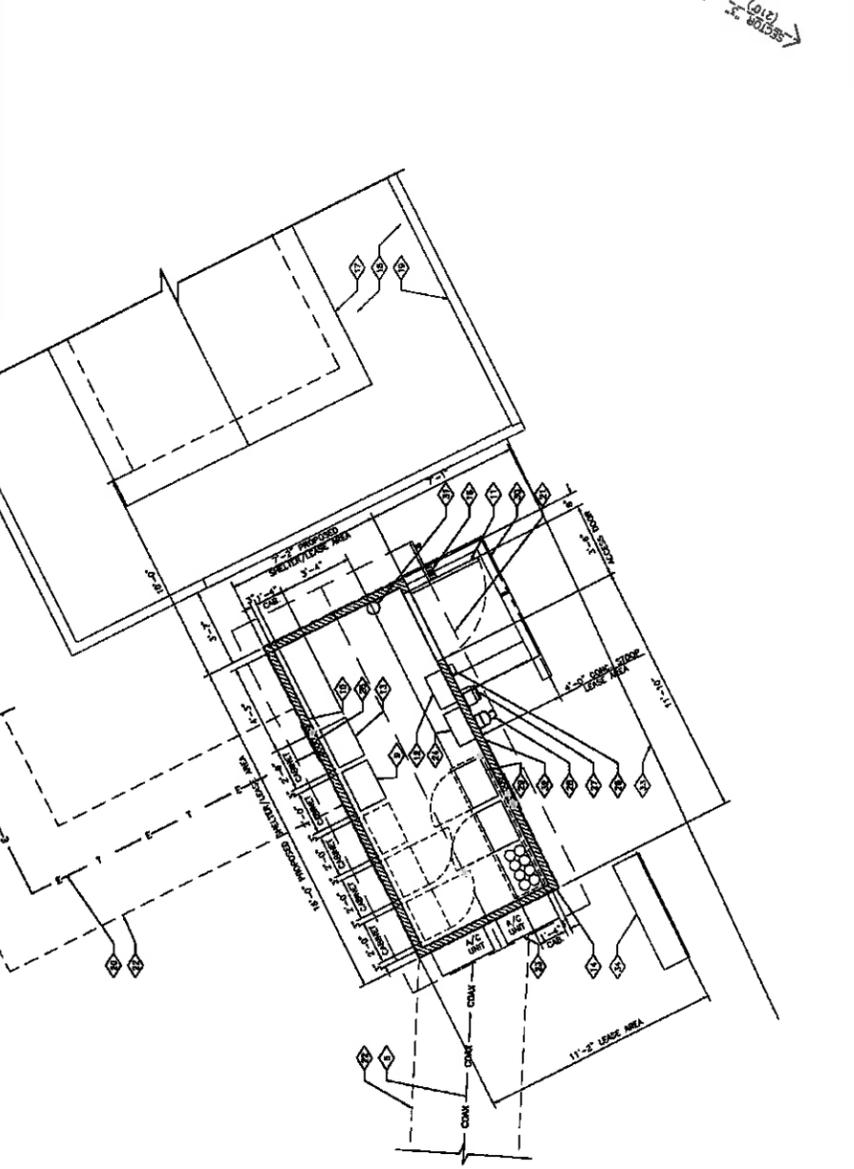
EXISTING UTILITY POLE AND TACK OF EXISTING GANTRY SHALL BE REMOVED. EXISTING SHIELDING SHALL BE PAINTED WITH WHITE PENTON PAINT.

RESERVE WITH UTILIZATION EQUIPMENT TO REMAIN. CONTRACTOR TO VERIFY ALL UTILITIES PRIOR TO CONSTRUCTION.

NO WORK SHALL BE PERFORMED IN THE PROPOSED ANTENNA LAYOUT AREA WITHOUT THE PRESENCE OF THE PROJECT ENGINEER.

ANTENNA / COAX SCHEDULE

SECTION	ANTENNA	COAX	NUMBER OF COAX	COAX
ANTENNA	MODEL NUMBER	SIZE	TYPE	LENGTH
1-1	1800-1811-020	1/2"	4	180'-0"
1-2	1800-1811-020	1/2"	4	180'-0"
2-1	1800-1811-020	1/2"	4	180'-0"
2-2	1800-1811-020	1/2"	4	180'-0"
2-3	1800-1811-020	1/2"	4	180'-0"
2-4	1800-1811-020	1/2"	4	180'-0"
2-5	1800-1811-020	1/2"	4	180'-0"
2-6	1800-1811-020	1/2"	4	180'-0"
2-7	1800-1811-020	1/2"	4	180'-0"
2-8	1800-1811-020	1/2"	4	180'-0"
2-9	1800-1811-020	1/2"	4	180'-0"
2-10	1800-1811-020	1/2"	4	180'-0"
2-11	1800-1811-020	1/2"	4	180'-0"
2-12	1800-1811-020	1/2"	4	180'-0"
2-13	1800-1811-020	1/2"	4	180'-0"
2-14	1800-1811-020	1/2"	4	180'-0"
2-15	1800-1811-020	1/2"	4	180'-0"
2-16	1800-1811-020	1/2"	4	180'-0"
2-17	1800-1811-020	1/2"	4	180'-0"
2-18	1800-1811-020	1/2"	4	180'-0"
2-19	1800-1811-020	1/2"	4	180'-0"
2-20	1800-1811-020	1/2"	4	180'-0"
2-21	1800-1811-020	1/2"	4	180'-0"
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2-25	1800-1811-020	1/2"	4	180'-0"
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2-37	1800-1811-020	1/2"	4	180'-0"
2-38	1800-1811-020	1/2"	4	180'-0"
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2-99	1800-1811-020	1/2"	4	180'-0"
2-100	1800-1811-020	1/2"	4	180'-0"



EQUIPMENT PLAN
 SCALE: 1/8" = 1'-0" (SEE NOTE 1-1)
 1-1
 1-2
 40 R T 4

PROPOSED ANTENNA LAYOUT
 SCALE: 1/8" = 1'-0" (SEE NOTE 1-2)
 1-2
 40 R T 4

PLANS PREPARED FOR:

T-Mobile
Stick TogetherSM
3337 E. GARRET ROAD, SUITE 200
DENVEN, CO 80178

PROJECT INFORMATION:

IE24029E
PARMENTER PARK
2760, RESERVE RD
MORCO, CA 92580
RIVERSIDE COUNTY

SUBMITTAL ISSUE DATE:
12/28/2010

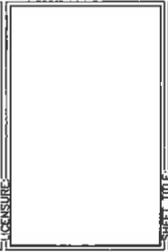
ISSUED FOR:

REVISED ZD SUBMITTAL

REV.	DATE	DESCRIPTION	BY
A	09/19/2010	ISSUED FOR REVISION ZONING SUBMITTAL	WCS
A	09/28/2010	ISSUED FOR REVISION ZONING SUBMITTAL	WCS
A	09/29/2010	ISSUED FOR REVISION ZONING SUBMITTAL	WCS
A	11/01/2010	ISSUED FOR REVISION ZONING SUBMITTAL	WCS
A	12/01/2010	ISSUED FOR REVISION ZONING SUBMITTAL	WCS
A	12/28/2010	ISSUED FOR REVISION ZONING SUBMITTAL	WCS

DRAWN BY: CHC
APPV.:

R.D. ARN
PLANS PREPARED BY:

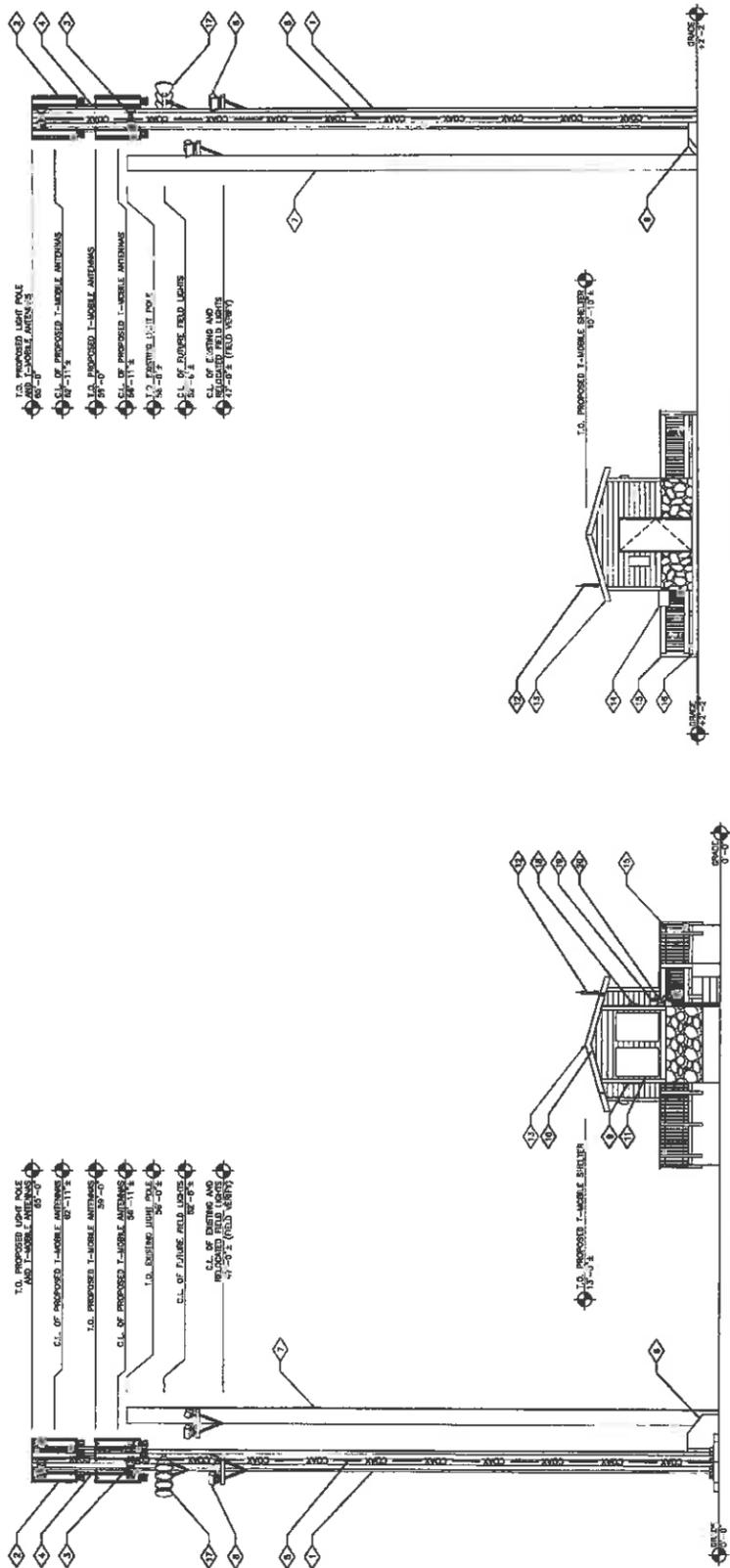


SHEET TITLE:
SOUTHWEST &
NORTHEAST ELEVATIONS

SHEET NUMBER:
A-3
8
209009

KEYED NOTES

- 1. PROPOSED 1-MOBILE WP-07 REPLACEMENT LIGHT POLE BY WARD
- 2. PROPOSED 1-MOBILE WP-07 REPLACEMENT LIGHT POLE BY WARD (8 TOTAL, 2 POLE SECTION)
- 3. PROPOSED 1-MOBILE 7M-800007 ANTENNA MOUNTS
- 4. PROPOSED 1-MOBILE 7M-800007 ANTENNA MOUNTS
- 5. PROPOSED 1-MOBILE 7M-800007 ANTENNA MOUNTS
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- 52. PROPOSED 1-MOBILE 7M-800007 ANTENNA MOUNTS
- 53. PROPOSED 1-MOBILE 7M-800007 ANTENNA MOUNTS
- 54. PROPOSED 1-MOBILE 7M-800007 ANTENNA MOUNTS
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- 92. PROPOSED 1-MOBILE 7M-800007 ANTENNA MOUNTS
- 93. PROPOSED 1-MOBILE 7M-800007 ANTENNA MOUNTS
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- 96. PROPOSED 1-MOBILE 7M-800007 ANTENNA MOUNTS
- 97. PROPOSED 1-MOBILE 7M-800007 ANTENNA MOUNTS
- 98. PROPOSED 1-MOBILE 7M-800007 ANTENNA MOUNTS
- 99. PROPOSED 1-MOBILE 7M-800007 ANTENNA MOUNTS
- 100. PROPOSED 1-MOBILE 7M-800007 ANTENNA MOUNTS



1. SOUTHWEST ELEVATION
SCALE FOR PANEL 1/4" = 1'-0" SCALE FOR TOWER 3/16" = 1'-0"

2. NORTHEAST ELEVATION
SCALE FOR PANEL 1/4" = 1'-0" SCALE FOR TOWER 3/16" = 1'-0"

PLANS PREPARED FOR
T-Mobile
 Stick Together.
 2557 L. OAKHILL ROAD, SUITE 200
 CHICAGO, IL 60614

PROJECT INFORMATION:
 1E24029E
 PARMENTIER PARK
 2760 RESERVOIR RD
 RIVERVIEW, CA 92680
 RIVERSIDE COUNTY

CURRENT ISSUE DATE:
 12/28/2010

ISSUED FOR:
 REVISED ZD SUBMITTAL

REV.	DATE	DESCRIPTION	BY
A	09/19/2010	ISSUED FOR ZONING SUBMITTAL	WFS
A	09/09/2010	ISSUED FOR REVISIONS TO ZONING SUBMITTAL	WFS
A	09/29/2010	ISSUED FOR REVISIONS TO ZONING SUBMITTAL	WFS
A	10/06/2010	ISSUED FOR REVISIONS TO ZONING SUBMITTAL	WFS
A	12/01/2010	ISSUED FOR REVISIONS TO ZONING SUBMITTAL	WFS
A	12/28/2010	ISSUED FOR REVISIONS TO ZONING SUBMITTAL	WFS

DESIGNED BY: [Signature]
 CHECKED BY: [Signature]
 APPROVED BY: [Signature]

PLANS PREPARED BY:

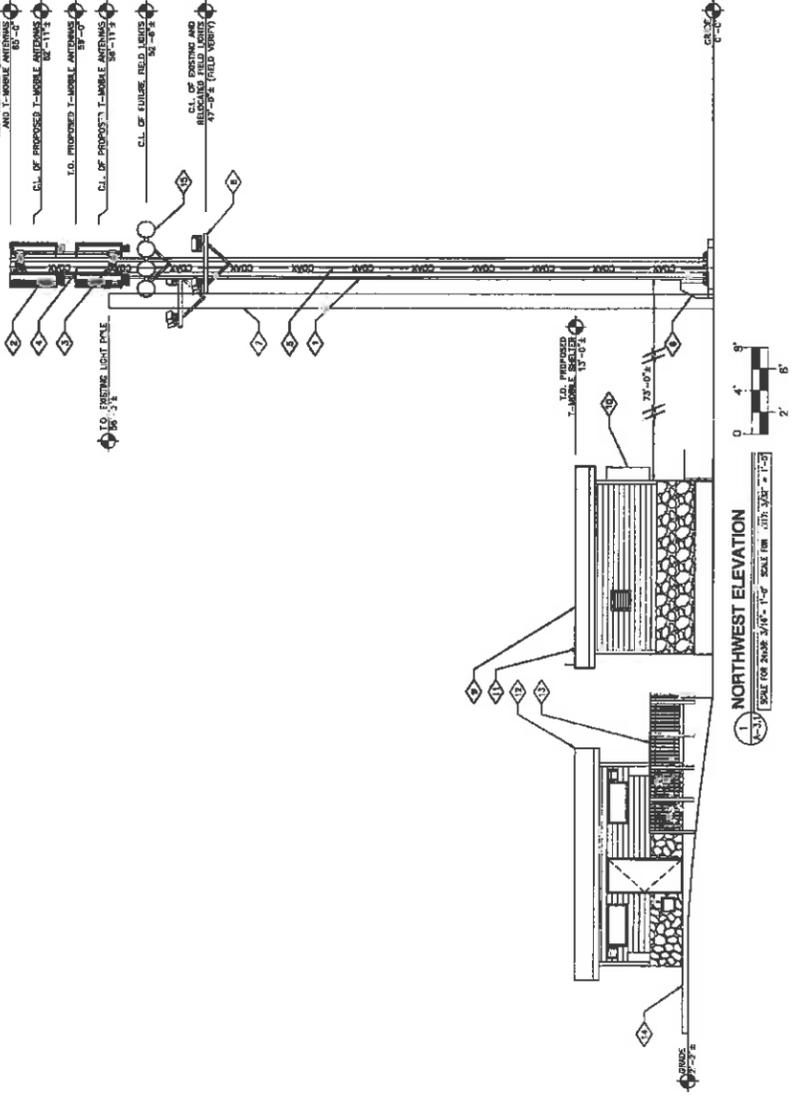
 KDC ARCHITECTS ENGINEERS P.C.
 472 JONES STREET, SUITE 200
 CHICAGO, IL 60614
 PHONE: 312.467.1100
 FAX: 312.467.1101
 LICENSE NO. 021-712849

LICENSE NO. [Blank]

SHEET TITLE:
 NORTHWEST ELEVATION

SHEET NUMBER:
A-3.1 8
 209009

- KEYED NOTES**
- 1. PROPOSED 1-MOBILE 60'-0" REPLACEMENT LIGHT POLE BY MUDDO
 - 2. PROPOSED 1-MOBILE 60'-0" REPLACEMENT LIGHT POLE BY MUDDO (SEE TOTAL 2 FOR SECTION)
 - 3. PROPOSED 1-MOBILE 7M-2-ROCKET ANTENNA MOUNTS (2 TOTAL)
 - 4. PROPOSED 1-MOBILE FLUSH ANTENNA MOUNTS (4 TOTAL)
 - 5. PROPOSED 1-MOBILE COAX ROUTE WITHIN LIGHT POLE
 - 6. PROPOSED 1-MOBILE COAX BROADCAST AT BACK OF LIGHT POLE
 - 7. EXISTING 36'-0" HIGH WOOD LIGHT POLE TO BE REMOVED BY 1-MOBILE
 - 8. ALLOCATED EXISTING SECURITY LIGHTS
 - 9. PROPOSED 1-MOBILE 7'-2" x 14'-0" EQUIPMENT SKELETON
 - 10. PROPOSED 1-MOBILE WALL MOUNTED AS USR (2 TOTAL)
 - 11. PROPOSED 1-MOBILE UPS AND LAN ANTENNAS MOUNTED AT ROOF
 - 12. EXISTING RESTROOM BUILDING
 - 13. EXISTING CONCRETE WALKWAY
 - 14. NEW FIELD LIGHTS BY MUDDO



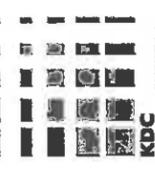
PLANS PREPARED FOR:
T-Mobile
 Stick TogetherSM
 3310 T. GARDNER ROAD, SUITE 200
 COSTA MESA, CA 92626

PROJECT INFORMATION:
E24020E
 PARMENTER PARK
 7100 S. BURNBANK RD
 COSTA MESA, CA 92626
 RIVERSIDE COUNTY

CURRENT ISSUE DATE:
12/28/2010

ISSUED FOR:
REVISED ZD SUBMITTAL

REV.	DATE	DESCRIPTION
A	12/17/2010	ISSUED FOR ZONING SUBMITTAL
A	12/17/2010	ISSUED FOR REVISED ZONING SUBMITTAL
A	12/18/2010	ISSUED FOR REVISED ZONING SUBMITTAL
A	12/18/2010	ISSUED FOR REVISED ZONING SUBMITTAL
A	12/21/2010	ISSUED FOR REVISED ZONING SUBMITTAL
A	12/28/2010	ISSUED FOR REVISED ZONING SUBMITTAL

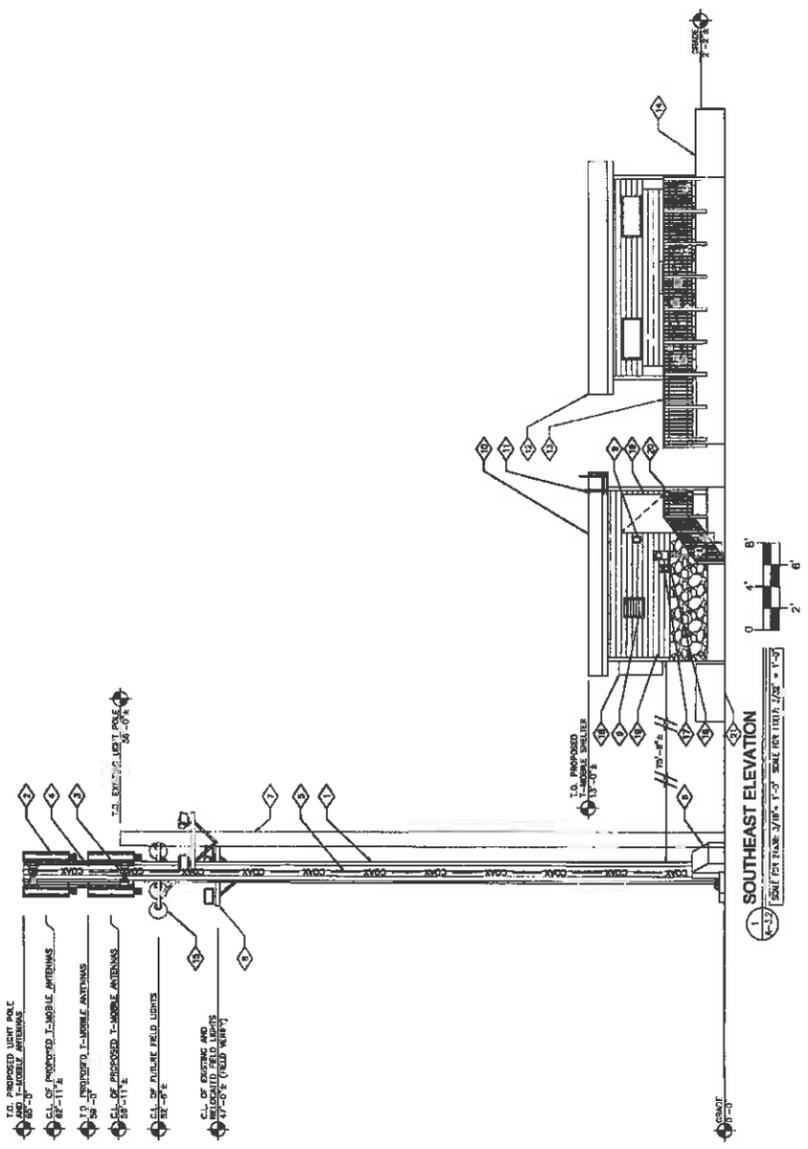
DESIGNED BY: **ARM**
 CHECKED BY: **EJC**
 PLANS PREPARED BY:

KDC
 ARCHITECTS ENGINEERS, P.C.
 17700 S. BURNBANK RD. SUITE 200
 COSTA MESA, CA 92626
 TEL: 714.440.1100
 FAX: 714.440.1101
 LICENSE NO. 453-371-0000



SHEET TITLE:
SOUTHEAST ELEVATION

SHEET NUMBER:
A-3.2
 REVISION:
8
 209009

- KEYED NOTES**
- 1. PROPOSED 1-MOBILE 8'-0" REPLACEMENT LIGHT POLE BY MASEO (6 TOTAL, 2 PER SECTION)
 - 2. PROPOSED 1-MOBILE PANEL ANTENNAS
 - 3. PROPOSED 1-MOBILE 7th-BUCKET ANTENNA MOUNTS (2 TOTAL)
 - 4. PROPOSED 1-MOBILE FLUSH ANTENNA MOUNTS
 - 5. PROPOSED 1-MOBILE COAX ROUTE WITH LIGHT POLE
 - 6. PROPOSED 1-MOBILE COAX DOWNGRADE AT BASE OF LIGHT POLE
 - 7. EXISTING 8'-0" HIGH WOOD LIGHT POLE TO BE REMOVED BY 7-MOBILE
 - 8. REDUCED EXISTING SECURITY LIGHTS
 - 9. PROPOSED 1-MOBILE BLACK TRL DOWN SECURITY LIGHT MOUNTED AT SHELTER WALL
 - 10. PROPOSED 1-MOBILE 7'-0" x 10'-0" DOWNPOST SHELTER
 - 11. PROPOSED 1-MOBILE OPS AND LAM ANTENNAS MOUNTED AT ROOF
 - 12. EXISTING RESTROOM BUILDING
 - 13. EXISTING GARAGE
 - 14. EXISTING CONCRETE WALKWAY
 - 15. NEW FELD LIGHTS BY MASEO
 - 16. PROPOSED 1-MOBILE SERVICE METER
 - 17. PROPOSED 1-MOBILE GENERATOR PLUG
 - 18. PROPOSED 1-MOBILE WALL MOUNTED AC UNIT (2 TOTAL)
 - 19. PROPOSED 1-MOBILE 3'-0" WIDE ACCESS DOOR
 - 20. PROPOSED 1-MOBILE HANGAR AT STAIRS TO MATCH HANGAR OF EXISTING BUILDING
 - 21. EXISTING CURB MOUNTED WITH PLaque



SOUTHEAST ELEVATION
 SCALE: 1/8" = 1'-0"
 SEE FOR THIS 2/10A TO 2/10B SECURITY LIGHT 2/10A = 1'-0"

IE24029E - PARMENTER PARK

2760 RESERVOIR RD
NORCO, CA 92882
RIVERSIDE COUNTY

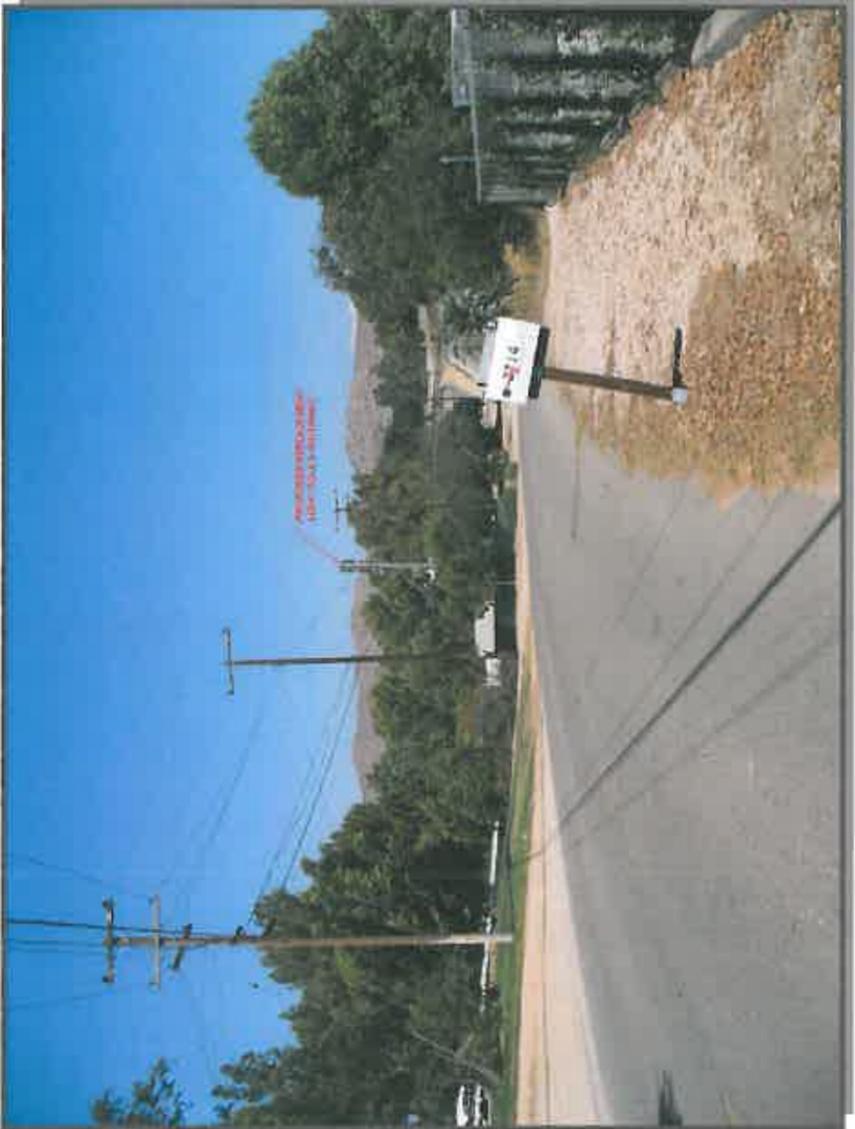
VIEW 1
VIEW FROM SOUTHWEST LOOKING NORTHEAST



KEY LOCATION MAP



PROPOSED VIEW



EXISTING VIEW





IE24029E - PARMENTER PARK
2760 RESERVOIR RD
NORCO, CA 92862
RIVERSIDE COUNTY

VIEW 2
VIEW FROM SOUTH LOOKING NORTH



KEY LOCATION MAP



EXISTING VIEW



PROPOSED VIEW



IE24029E - PARMENTER PARK

VIEW 3

VIEW FROM SOUTHEAST LOOKING NORTHWEST

2700 RESERVOIR RD
NORCO, CA 92862
RIVERSIDE COUNTY



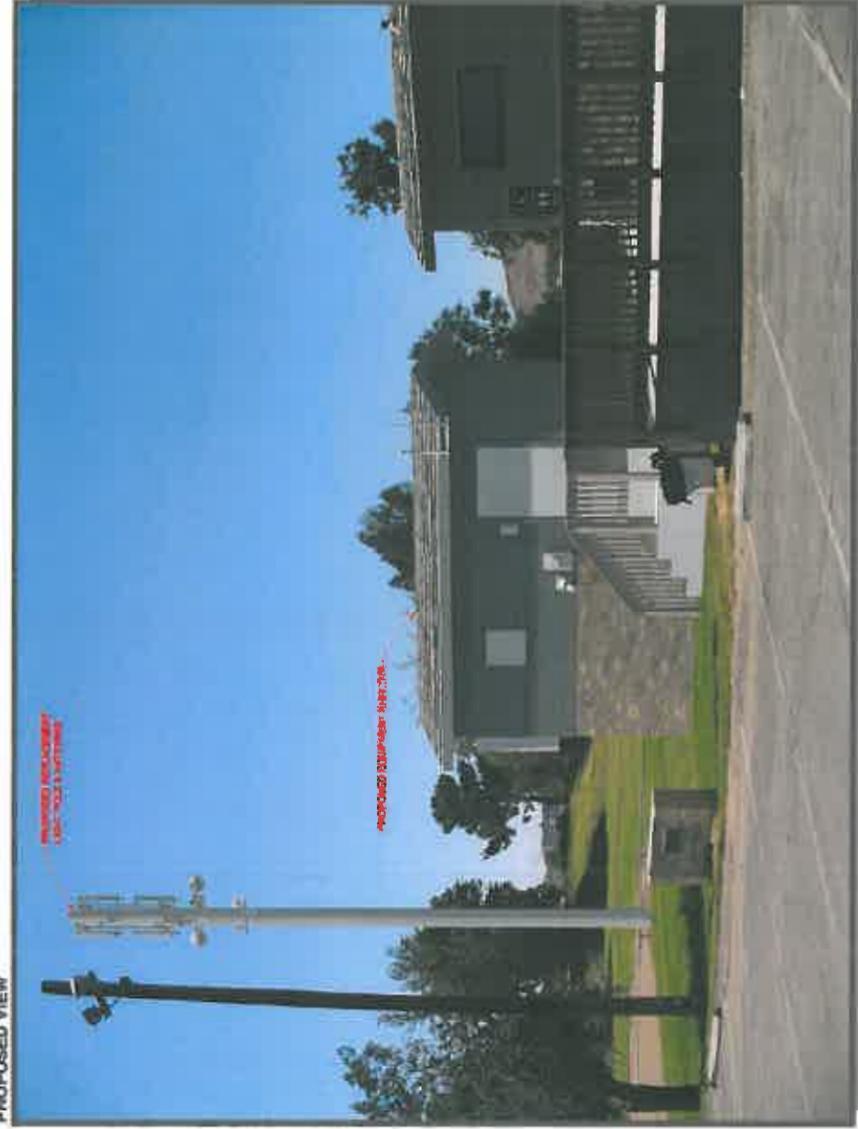
KEY LOCATION MAP



EXISTING VIEW



PROPOSED VIEW





IE24029E - PARMENTER PARK
2760 RESERVOIR RD
NORCO, CA 92882
RIVERSIDE COUNTY

VIEW 4
VIEW FROM NORTHEAST LOOKING SOUTHWEST



KEY LOCATION MAP



EXISTING VIEW



PROPOSED VIEW



SITE LEASE WITH OPTION

THIS SITE LEASE WITH OPTION (this "Lease") is by and between City of Norco, a municipal corporation ("Landlord") and T-Mobile West Corporation, a Delaware corporation ("Tenant").

I. Option to Lease.

(a) In consideration of the payment of one thousand and no/100 dollars (\$1,000.00) (the "Option Fee") by Tenant to Landlord, Landlord hereby grants to Tenant an option to lease the use of a portion of the real property described in the attached Exhibit A (the "Property"), on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of twelve (12) months, commencing on the Effective Date (as defined below) (the "Option Period"). The Option Period may be extended by Tenant for an additional twelve (12) months upon written notice to Landlord and payment of the sum of one hundred and no/100 dollars (\$100.00) ("Additional Option Fee") at any time prior to the end of the Option Period.

(b) During the Option Period and any extension thereof, and during the term of this Lease, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises (as defined below) from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communications Commission ("FCC") ("Governmental Approvals"), including all land use and zoning permit applications, and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, land-use permits, and Landlord expressly grants to Tenant a right of access to the Property to perform surveys, soils tests, and other engineering procedures or environmental investigations on the Property necessary to determine that Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system design, operations and Governmental Approvals. Notwithstanding the foregoing, Tenant may not change the zoning classification of the Property without first obtaining Landlord's written consent. During the Option Period and any extension thereof, Landlord agrees that it will not interfere with Tenant's efforts to secure other licenses and permits or authorizations that relate to other property. During the Option Period and any extension thereof, Tenant may exercise the Option by so notifying Landlord in writing, at Landlord's address in accordance with Section 12 hereof.

(c) If Tenant exercises the Option, then, subject to the following terms and conditions, Landlord hereby leases to Tenant the use of that portion of the Property sufficient for placement of the Antenna Facilities (as defined below), together with all necessary space and easements for access and utilities, as generally described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises, located at 2760 Reservoir Road, Norco, CA 92860, comprises approximately 114.67 square feet.

2. Term. The initial term of this Lease shall be five (5) years commencing on the date of the exercise of the Option (the "Commencement Date"), and terminating at midnight on the last day of the month of the initial term (the "Initial Term").

3. Renewal. Tenant shall have the right to extend this Lease for five (5) additional and successive five-year terms (each a "Renewal Term") on the same terms and conditions as set forth herein. This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

4. Rent.

(a) From and after the Commencement Date, Tenant shall pay Landlord or designee, as rent, one thousand nine hundred ninety nine and no/100 dollars (\$1,999.00) per month ("Rent"). The first payment of Rent shall be due within twenty (20) days following the Commencement Date and shall be prorated based on the days remaining in the month following the Commencement Date, and thereafter Rent will be payable monthly in advance by the fifth day of each month to Landlord at the address specified in Section 12 below. If this Lease is terminated for any reason (other than a default by Tenant) at a time other than on the last day of a month, Rent shall be prorated as of the date of termination and all prepaid Rent shall be immediately refunded to Tenant. Landlord, its successors, assigns and/or designee, if any, will submit to Tenant any documents required by Tenant in connection with the payment of Rent, including, without limitation, an IRS Form W-9.

(b) Upon the commencement of any Renewal Term hereunder, Rent will be increased for each such Renewal Term over the monthly or annual installment of Rent payable during the preceding Renewal Term by SEE ADDENDUM percent (SEE ADDENDUM).

5. Permitted Use. The Premises may be used by Tenant for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, including, without limitation, tower and base, antennas, microwave dishes, equipment shelters and/or cabinets and related activities.

6. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord, or lessees or licensees of Landlord with equipment installed prior in time to Tenant's installation. Similarly, Landlord shall not use, nor shall Landlord permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause

EXHIBIT "C"

irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

7. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines and a location based system, including, without limitation, antenna(s), coaxial cable, base units, location based systems, and other associated equipment (collectively, the "Antenna Facilities"). Tenant shall have the right to alter, replace, expand, enhance and upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances, and shall discharge or bond any mechanic's lien filed or recorded. Landlord acknowledges that it shall not interfere with any aspects of construction, including, without limitation, attempting to direct construction personnel as to the location of or method of installation of the Antenna Facilities and the Easements (as defined below) ("Construction Interference"). Landlord further acknowledges that it will be responsible for any costs and damages (including, fines and penalties) that are directly attributable to Landlord's Construction Interference. The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant shall have the right to remove the Antenna Facilities at any time during and upon the expiration or termination of this Lease.

(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, without limitation, the construction of a fence.

(c) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, the Premises shall be returned to Landlord in good, usable condition, normal wear and tear and casualty excepted.

(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall, wherever practicable, install separate meters for utilities used on the Property by Tenant. Landlord shall diligently correct any variation, interruption or failure of utility service.

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant an easement in, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, which include, but are not limited to, the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Term (collectively, the "Easements"). The Easements provided hereunder shall have the same term as this Lease.

(f) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises ("Access") at all times during the Initial Term of this Lease and any Renewal Term at no additional charge to the Tenant. In the event Landlord, its employees or agents impede or deny Access to Tenant, its employees or agents, Tenant shall, without waiving any other rights that it may have at law or in equity, deduct from Rent amounts due under this Lease an amount equal to five hundred and no/100 dollars (\$500.00) per day for each day that Access is impeded or denied.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days' written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within that thirty (30) day period;

(b) immediately if Tenant notifies Landlord of unacceptable results of any title report, environmental or soil tests prior to Tenant's installation of the Antenna Facilities on the Premises, or if Tenant is unable to obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or any Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

(c) upon thirty (30) days' written notice by Tenant if the Property or the Antenna Facilities are, or become unacceptable under Tenant's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong;

(d) immediately upon written notice by Tenant if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction; or

(e) at the time title to the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation; or

(f) upon thirty (30) days written notice by Tenant if Tenant determines that the Property or Antenna Facilities are inappropriate or unnecessary for Tenant's operations due to economic reasons.

9. **Default and Right to Cure.** Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 12 hereof, to take effect immediately, if the other party (i) fails to perform any covenant for a period of thirty (30) days after receipt of written notice thereof to cure.

10. **Taxes.** Landlord shall pay when due all real property taxes for the Property, including the Premises. In the event that Landlord fails to pay any such real property taxes or other fees and assessments, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease. Notwithstanding the foregoing, Tenant shall pay any personal property tax, real property tax or any other tax or fee which are directly attributable to the presence or installation of the Tenant's Antenna Facilities, only for so long as this Lease has not expired of its own terms or is not terminated by either party. Landlord hereby grants to Tenant the right to challenge, whether in a Court, Administrative Proceeding, or other venue, on behalf of Landlord and/or Tenant, any personal property or real property tax assessments that may affect Tenant. If Landlord receives notice of any personal property or real property tax assessment against the Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 10.

11. **Insurance and Subrogation and Indemnification.**

(a) Tenant shall provide Commercial General Liability Insurance in an aggregate amount of One Million and no/100 dollars (\$1,000,000.00). Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain.

(b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other. To the extent loss or damage is not covered by their first party property insurance policies, Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all claims, damages, cost and expenses, including reasonable attorney fees, to the extent caused by or arising out of (a) the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party, or (b) a breach of any obligation of the indemnifying party under this Lease. Notwithstanding the foregoing, this indemnification shall not extend to indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities to the indemnified party or anyone claiming through the indemnified party. The indemnifying party's obligations under this section are contingent upon (i) its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and (ii) the indemnified party's granting it the right to control the defense and settlement of the same. Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this section shall survive the expiration or termination of this Lease. Tenant shall not be responsible to Landlord, or any third-party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property, including the Premises.

12. **Notices.** All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: PCS Lease Administrator/ IE24029-E

With a copy to:

Attn: Legal Dept. / IE24029-E

And with a copy to:

T-Mobile West Corporation
2008 McGaw Avenue
Irvine, CA 92614
Attn: Lease Administration Manager/ IE24029-E

If to Landlord, to:

City of Norco,
2870 Clark Avenue
Norco, CA 92860
Attn: Parks & Recreation

And with a copy to:

Harper & Burns, LLP
453 South Glassell Street
Orange, CA 92866
Attn: John Harper

Send Rent payments to:

City of Norco
2870 Clark Avenue
Norco, CA 92860
Attn: Parks & Recreation

13. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease; (ii) it has good and unencumbered title to the Property free and clear of any liens or mortgages, except those disclosed to Tenant and which will not interfere with Tenant's rights to or use of the Premises; and (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord. Landlord covenants that at all times during the term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

14. Environmental Laws. Landlord represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Tenant, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Landlord agrees to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not caused by Landlord or Tenant prior to and during the Initial Term and any Renewal Term of this Lease. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.

15. Assignment and Subleasing.

(a) Tenant may assign this Lease and the Easements (as defined above) granted herein upon written notice to Landlord. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may sublease the Premises, upon written notice to Landlord.

(b) Additionally, Tenant may, upon notice to Landlord, collaterally assign or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties"). In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by such Secured Parties.

16. Successors and Assigns. This Lease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Secured Parties the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Secured Parties' sole discretion and without Landlord's consent.

18. Miscellaneous.

(a) The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within twenty (20) days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

(d) Each party agrees to cooperate with the other in executing any documents including a Memorandum of Lease necessary to protect its rights or use of the Premises. The Memorandum of Lease may be recorded in place of this Lease by either party. In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant. Tenant may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the title company may require in connection therewith.

(e) This Lease shall be construed in accordance with the laws of the state in which the Property is located.

(f) If any term of this Lease is found to be void or invalid, such finding shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. Any questions of particular interpretation shall not be interpreted against the draftsman, but rather in

accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(g) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

(h) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(i) All Exhibits referred to herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibit A (the legal description of the Property) and Exhibit B (the Premises location within the Property), may be attached to this Lease and the Memorandum of Lease, in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A, and/or B, as the case may be, which may have been attached hereto in preliminary form, may be replaced by Tenant with such final, more complete exhibit(s). The terms of all Exhibits are incorporated herein for all purposes.

(j) If Landlord is represented by any broker or any other leasing agent, Landlord is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold Tenant harmless from all claims by such broker or anyone claiming through such broker. If Tenant is represented by any broker or any other leasing agent, Tenant is responsible for all commission fee or other payment to such agent, and **agrees** to indemnify and hold Landlord harmless from all claims by such broker or anyone claiming through such broker.

The effective date of this Lease is the date of execution by the last party to sign (the "Effective Date").

LANDLORD: City of Norco, a municipal corporation

By: _____
Printed Name: Berwin Hanna
Title: Mayor
Date: _____

TENANT: T-Mobile West Corporation, a Delaware corporation

By: _____
Printed Name:
Title:
Date: _____

T-Mobile Legal Approval

**EXHIBIT A
Legal Description**

The Property is legally described as follows:

APN: 127-290-005-8

Legal Description

LOT 9, BLOCK 3 OF HILDALE TRACT, AS SHOWN BY MAP ON FILE IN BOOK 12 PAGE 73, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AND THAT PORTION OF CORONA AVENUE, AS SHOWN ON MAP OF RIVERSIDE ORANGE HEIGHTS TRACT No. 2, ON FILE IN BOOK 7, PAGE 54 MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AS VACATED BY RESOLUTION OF THE BOARD OF SUPERVISORES OF RIVERSIDE COUNTY, CALIFORNIA, A CERTIFIED COPY OF SAID RESOLUTION HAVING BEEN RECORDED MARCH 18, 1958 IN BOOK 2240, PAGE 237 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

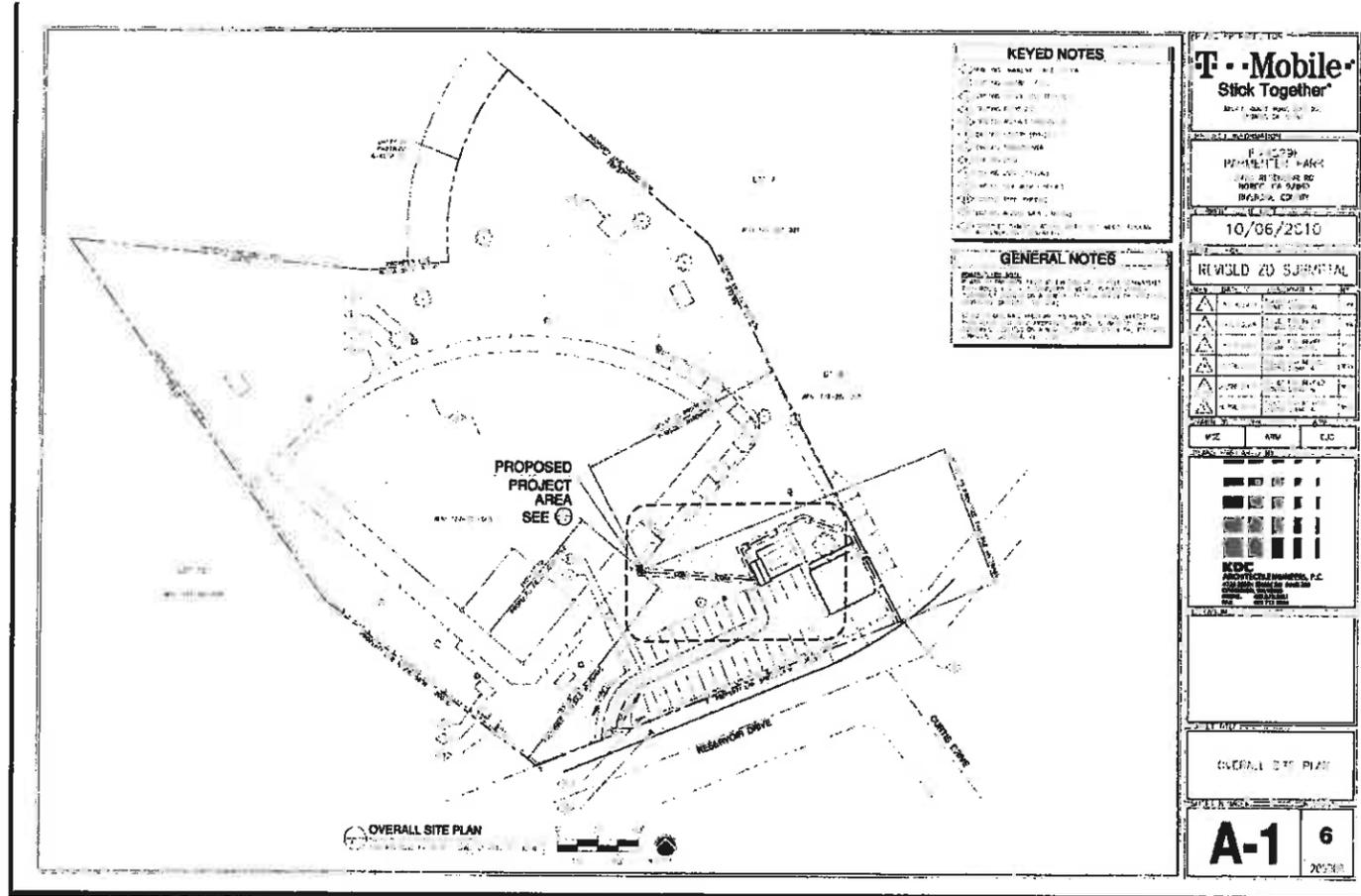
EXHIBIT B

The location of the Premises within the Property (together with access and utilities) is more particularly described and depicted as follows:

APN: 129-290-005-8

However, it is expressly agreed and understood by and between the Landlord and Tenant that the exact and precise location of the Tenant's Antenna Facilities are subject to review and approval by the planning and/or zoning Boards having jurisdiction over the "Premises".

Therefore, it is expressly agreed and understood by and between Landlord and Tenant that the precise location of the Premises as shown on Exhibit "B" may be modified by the Tenant in order to comply with and obtain necessary planning and/or zoning approvals, and any and all other approvals necessary for Tenant's intended use of the property. The Premises as described herein may therefore be modified by the Tenant to reflect the final engineering design. An amended Exhibit "B" (if necessary) will be provided by the Tenant and attached to the lease in place of the existing Exhibit "B", a copy of which will be provided to the Landlord for review prior to being incorporated into the lease.



ADDENDUM TO SITE LEASE WITH OPTION

[Additional Terms]

In the event of conflict or inconsistency between the terms of this Addendum and this Lease, the terms of the Addendum shall govern and control. All capitalized terms shall have the same meaning as in this Lease.

NONE.

LANDLORD: City of Norco,

By: _____
Printed Name: _____
Title: _____
Date: _____

TENANT: T-Mobile West Corporation

By: _____
Printed Name: _____
Title: _____
Date: _____

ADDENDUM TO SITE LEASE WITH OPTION
[Additional Terms]

In the event of conflict or inconsistency between the terms of this Addendum and this Lease, the terms of the Addendum shall govern and control. All capitalized terms shall have the same meaning as in this Lease.

Section 1. (a) is deleted in its entirety and is not replaced.

Section 1. (b) is deleted in its entirety and replaced by the following:

Due Diligence Period 1. (a) - Upon full execution of this Lease, and in consideration of the payment of One Thousand and no/100 dollars (\$1,000.00) ("the Due Diligence Fee") by Tenant to Landlord, Landlord hereby grants to Tenant the use of a portion of the real property described in the attached Exhibit A ("the Property"), on the terms and conditions set forth herein ("the Due Diligence Period"). The Due Diligence Period shall be for a Term of twelve (12) months, commencing on the Effective Date (as defined below) ("the Due Diligence Period"). During the Due Diligence Period and during the term of this Lease, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises (as defined below) from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communications Commission ("FCC") ("Governmental Approvals"), including all land use and zoning permit applications, and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, land-use permits, and Landlord expressly grants to Tenant a right of access to the Property to perform surveys, soils tests, and other engineering procedures or environmental investigations on the Property necessary to determine that Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system design, operations and Governmental Approvals. Notwithstanding the foregoing, Tenant may not change the zoning classification of the Property without first obtaining Landlord's written consent. During the Due Diligence Period, Landlord agrees that it will not interfere with Tenant's efforts to secure other licenses and permits or authorizations that relate to other property.

Section 1. (c) is deleted in its entirety and replaced by the following:

Due Diligence Period 1. (b) - Upon the "Commencement Date" (as defined below), and subject to the following terms and conditions, Landlord hereby leases to Tenant the use of that portion of the Property sufficient for placement of the Antenna Facilities (as defined below), together with all necessary space and easements for access and utilities, as generally described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises, located at 2760 Reservoir Road, Norco, CA 92860, comprises approximately 114.67 square feet.

Section 2. is deleted in its entirety and replaced by the following:

Term 2. - The initial term of this Lease Agreement shall be five (5) years commencing on the date: (a) Tenant begins construction of its Antenna Facilities on the Premises or (b) twelve (12) months from the last date of execution by a party to this Lease as reflected on the signature page below; whichever occurs first ("Commencement Date"), and shall terminate at midnight on the last day of the month of the initial term (the "Initial Term"). Tenant shall deliver written notice to Landlord of the Commencement Date promptly thereafter.

Section 3. is deleted in its entirety and replaced by the following:

Renewal 3. - Tenant shall have the right to extend this Lease for five (5) additional and successive five-year terms (each a "Renewal Term") on the same terms and conditions as set forth herein. This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term.

Section 4. (b) is deleted in its entirety and replaced by the following:

Rent 4. (b) - Rent will be increased on each annual anniversary of the Commencement Date to an amount equal to the amount of the monthly installments of Rent payable during the preceding year increased by three and one-half percent (3.5%).

Section 7. (d) is deleted in its entirety and replaced by the following:

Improvements; Utilities; Access 7. (d) - Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall, wherever practicable, install separate meters for utilities used on the Property by Tenant. Prior to such installation, Tenant shall have the right to utilize electrical power directly from the existing utilities located on the Property as reasonably required for the operation of the Antenna Facilities. In such event, Tenant shall pay to Landlord a monthly fee in the amount of Two Hundred and 00/100 Dollars (\$200.00) per month (partial months to be prorated) as consideration for Tenant's use of Landlord's electrical utility power until such time as Tenant's separate utility meter is operational and Tenant is no longer using Landlord's electrical utility power. Tenant shall notify Landlord in writing of the commencement and cessation of use of Landlord's electrical power at the Property by Tenant. Landlord shall diligently correct any variation, interruption or failure of utility service.

Section 7. (e) is deleted in its entirety and replaced by the following:

Improvements; Utilities; Access 7. (e) - As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant an easement in, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, which include, but are not limited to, the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Term (collectively, the "Easements"). The Easements provided hereunder shall have the same term as this Lease. Additionally, within twenty (20) days following the "Commencement Date", Tenant shall pay to Landlord a one-time easement fee ("Easement Fee") in the amount of Five Hundred and no/100 dollars (\$500.00), payable to the City of Norco as set forth in Section 12 below.

Section 7. (f) is deleted in its entirety and replaced by the following:

Improvements; Utilities; Access 7. (f) - Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises ("Access") at all times during the Initial Term of this Lease and any Renewal Term at no additional charge to the Tenant. Notwithstanding the foregoing, Tenant must provide notice to Landlord and receive approval from Landlord prior to performing any maintenance or improvements to the Premises which are reasonably anticipated to have a direct negative impact on permitted users at the Property; such approval will not be unreasonably withheld, conditioned or denied but may be subject to re-scheduling in order to avoid such negative impacts. Notwithstanding the foregoing however, in the event access is required to address an imminent service affecting condition or threat to the health or safety of persons or property, Tenant shall be provided immediate access thereto provided such access and related activities are performed in a manner so as to reasonably limit any such negative impact on Landlord or other permitted users of the Property.

Section 11. (a) is deleted in its entirety and replaced by the following:

Insurance and Subrogation and Indemnification 11. (a) - Tenant shall provide Commercial General Liability Insurance in an aggregate amount of One Million and no/100 dollars (\$1,000,000.00). Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain. Additionally, Tenant shall name the City of Norco (Landlord) as an additional insured on such policy.

Section 15. (a), is deleted in its entirety and replaced by the following:

Assignment and Subleasing 15(a) - Tenant may assign this Lease and the Easements (as defined above) granted herein upon written notice to Landlord. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. During its period of ownership of the Replacement Light Standard, as defined below, Tenant shall have the right to sublease space thereon to other third party collocators upon prior written notice and approval of Landlord provided that, in each case, all such installations are properly permitted and that Tenant shall require each such collocator to first obtain ground space in relation thereto from Landlord. In such event, Landlord shall be entitled to retain all revenue derived from its lease of ground space to such collocator(s) and Tenant shall be entitled to retain all revenue derived from its sublease of space on the Tower. Once Landlord takes ownership of the Replacement Light

Standard as set forth below, Landlord shall be entitled to all collocator rents derived therefrom.

Subsection 18. (k) is added to the Lease as follows:

Miscellaneous 18. (k) –

Tenant at its sole cost and expense, shall have the right to remove and dispose of, or (at Landlord’s request) transfer to Landlord’s storage area located within the immediately surrounding area, the existing light standard currently located within or adjacent to the Premises as more particularly described on the Exhibit B (collectively, the “Original Light Standard”). Such removal shall be reasonably coordinated between Landlord and Tenant pursuant to a mutually agreeable timeline. Tenant shall have the right to replace the Original Light Standard with a replacement light standard structurally capable of supporting Landlord’s light fixtures and Tenant’s antennas and other ancillary equipment (the “Replacement Light Standard”). The Replacement Light Standard shall be an energy efficient Musco light pole and upon installation thereof, License shall maintain the Replacement Light Standard during the term of this Lease provided that, after Tenant initially installs Landlord’s light fixtures on the Replacement Light Standard, Landlord shall thereafter be solely responsible for changing out any light fixtures located thereon as may be necessary. The light fixtures to be installed upon the Replacement Light Standard shall be supplied and continuously owned by Landlord during the entire term of this Lease. Upon the expiration or earlier termination of this Lease, title and ownership of the Replacement Light Standard shall automatically, without need for execution of further documentation transfer to Landlord in its “AS IS” and “WHERE IS” condition without warranty or representation of any kind, other than an assignable manufacturer’s warranty, if any, which Tenant shall transfer to Landlord at that time. Following such transfer, Landlord will be solely responsible for the ongoing maintenance and upkeep of the Replacement Light Standard and Tenant shall have no further responsibility or liability in relation thereto.

Subsection 18. (l) is added to the Lease as follows:

Miscellaneous 18. (l) - As partial consideration for the execution of this Lease, within thirty (30) days following the “Commencement Date”, Tenant shall pay Landlord a one-time “Capital Contribution Fee” in the amount of Twenty Thousand and 00/100 Dollars (\$20,000.00). This Capital Contribution Fee shall be deposited to the Parks and Recreation Capital Improvement Development Fund to be used by Landlord in its sole discretion.

Subsection 18. (m) is added to the Lease as follows:

Miscellaneous 18. (m) - As of the “Commencement Date”, Landlord shall provide Tenant with a temporary location on the Property to install and operate temporary transmitting and receiving facilities, including a so-called “COW” or cell-on-wheels until such time as the Antenna Facilities are commercially operational which Tenant agrees to use good faith diligent efforts to accomplish.

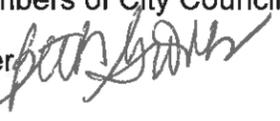
LANDLORD: City of Norco, a municipal corporation

By: _____
Printed Name: Berwin Hanna
Title: Mayor
Date: _____

TENANT: T-Mobile West Corporation, a Delaware corporation

By: _____
Printed Name:
Title:
Date: _____

**CITY OF NORCO
STAFF REPORT**

TO: Honorable Mayor and Members of City Council
FROM: Beth Groves, City Manager 
PREPARED BY: Brian K. Petree, Director
Parks, Recreation and Community Services Department
DATE: March 2, 2011
SUBJECT: Approval of Lease Agreement between MetroPCS Networks California LLC, a Delaware limited liability company, and City of Norco to construct a telecommunications facility at Ted Brooks Park
RECOMMENDATION: Approve Lease Agreement between MetroPCS Networks California LLC, a Delaware limited liability company, and City of Norco to construct a telecommunications facility at Ted Brooks Park.

SUMMARY: Over the past several months, staff has been working with representatives of MetroPCS Networks California, LLC, a Delaware limited liability company, to discuss leasing property at Ted Brooks Park, commonly known as 2762 Vine Street, Norco, CA 92860, for the construction of a telecommunications facility. Staff is recommending approval of a License Agreement with MetroPCS Networks California, LLC to lease the property at Ted Brook Park.

BACKGROUND ANALYSIS: MetroPCS Networks California, LLC, a Delaware limited liability company, offers mobile phone services to consumers and businesses. MetroPCS Networks California, LLC shall construct an antenna facility commonly referred to in the industry as a "light standard" type of facility (the "Light Standard"). They may install, place, use and operate on the property such antennas, radio transmitting and receiving equipment, conduits, wires, batteries, back-up generators, utility lines and facilities, supporting structures, storage facilities, telephone facilities, microwave equipment, and related equipment as they deem necessary for the operation of its wireless communications site on the property. The Light Standard, constructed for the purpose of concealing the cables and wires, and for attaching the antenna fixtures, shall be constructed by MetroPCS Networks California, LLC, but shall be owned and maintained by the City of Norco.

Conditions for site development are identified in the General Regulations and Development Standards for Commercial Telecommunications Facilities (Exhibit "A"). Project site plans for development are identified at Ted Brooks Park (Exhibit "B").

The License Agreement (Exhibit "C") between the City and MetroPCS Networks California, LLC would provide valuable revenue to offset costs of park operations, as well as provide a capital improvement of a unisex restroom and storage facility at the park along with a coin operated light system to illuminate the equestrian arena at this location.

Agenda Item 3.F.

The proposed License Agreement and Addendum to Site Lease with Option contains the standard industry language for these types of installations. The term of this Lease Agreement ("Term") shall be five (5) years commencing on the date of the exercise of the Option ("the Commencement Date"), and terminating at midnight on the last day of the month of the initial term. During the option period, and at the expense of the Tenant, Tenant shall obtain all licenses and permits or authorizations required, including a Conditional Use Permit (CUP), for Tenant's use of the premises.

The City shall receive rent on the Commencement Date or twelve (12) months from the last date of execution by a party to this Agreement, whichever occurs first. Tenant shall have the right to extend the Term of this Lease Agreement for four (4) additional terms of five (5) years each. The monthly rental rate will be \$1900 with a 3% increase each year. Rent shall be abated by the sum of \$500 per month until such time as Lessee has recouped its full construction costs for the unisex bathroom and storage facility; the cost of which is estimated in the amount of \$25,000 (approximately 4.16 years).

MetroPCS Networks California, LLC is required to maintain insurance for bodily injury and property damage of at least one million dollars per occurrence, with the City of Norco named as additionally insured.

The City, acting as the Licensor, will be responsible to maintain the area around the facility. MetroPCS Networks California, LLC acting as the Licensee, will retain ownership of cell site equipment it places on the premises except for the arena light standard and lights, when and if the License Agreement expires or is terminated.

FINANCIAL IMPACT: The revenue stream associated with the License Agreement would be \$16,800 annually for the first four years (abatement period), and approximately \$22,800 each subsequent year of the agreement period. Revenue generated will be deposited into the general fund and will assist to offset costs associated with park operations within in the City.

/ma-77831

Attachments: General Regulations and Development Standards for Commercial
Telecommunication Facilities – Exhibit "A"
Project Site Plan – Exhibit "B"
Ted Brooks Park License Agreement –Exhibit "C"

Section 18.57.10 GENERAL REGULATIONS AND DEVELOPMENT STANDARDS
FOR COMMERCIAL TELECOMMUNICATION FACILITIES.

The following regulations and development standards apply to commercial telecommunication facilities, normally installed by companies providing wireless telecommunication services to a wide range of customers.

1). On each commercial wireless antenna, space shall be made available at no cost to the City, if needed as determined by the City in its sound discretion, for emergency communication purposes, such as, but not limited to repeaters, boosters, antennas, etc. Any necessary ancillary equipment and/or utilities shall also be made available at no cost to the City, to ensure the viability of the communication site.

2). Freestanding Antennas and Associated Equipment Rooms

a) Freestanding antennas, and associated equipment rooms, shall be permitted in all zones, except residential and agricultural zones, subject to the approval of a conditional use permit provided that both the antennas and the equipment rooms comply with the regulations of this chapter and the underlying zone.

b) Co-location on an existing freestanding antenna structure is encouraged and may be subject to staff review.

c) Freestanding antennas shall not be allowed within front yard or street side yard setbacks for the underlying zone.

d) The maximum height of any wireless telecommunication antenna shall be 50 feet; an increase in height exceeding 50 feet shall require the approval of a variance. Freestanding antennas, which are designed for co-location, shall be given special consideration for an increase in maximum height allowed.

e) All freestanding antennas shall be sited on property to minimize visual impacts to adjacent properties and adjacent public right-of-way, and designed to blend into the surrounding environment. Designs used to blend in with the surrounding environment shall include: clock/bell towers, signs, light poles, or other structures. Landscaping may be required adjacent to the antenna for screening, to include trees and/or shrubs.

f) Wherever possible, antennas shall be integrated into other existing structures, such as light poles, utility poles, signs or other communication towers.

g) All antenna sites shall be enclosed with a six (6) foot high fence and posted with warning signs alerting people to keep their distance from the antenna site. The design and material of the fence must be compatible with the site. All wireless communication providers shall abide by ANSI standards.

h) Antennas shall not be allowed to have any type of advertising sign copy, unless signage is for on-site business and meets all code regulations.

i) The owner of the antenna shall pay an annual business license fee, in an amount as specified by resolution of the City Council.

COMMUNICATIONS SITE LEASE AGREEMENT

THIS COMMUNICATIONS SITE LEASE AGREEMENT (“Lease Agreement”), dated as of _____, is made by and between MetroPCS Networks California, LLC, a Delaware limited liability company (f/k/a Royal Street Communications California, LLC) (“Lessee”), and City of Norco successor in interest to Norco Community Services District (“Lessor”).

RECITALS

This Lease Agreement is entered into based upon the following facts, circumstances and understandings:

A. Lessor owns certain real property legally described in Exhibit “A” attached hereto and commonly known as Ted Brooks Park, 2762 Vine Street, Norco CA 92860; Assessor’s Parcel Number 129-081-004, 005 (“Lessor’s Real Property”). Lessee desires to lease a portion of Lessor’s Real Property together with any necessary easements over other portions of Lessor’s Real Property and/or shared use of Lessor’s easements over other real property necessary for Lessee’s access and utilities to the leased area (altogether the “Premises”), as described on Exhibit “B” attached hereto. Lessor represents and warrants that it has the complete right and authority to grant the rights set forth herein and that Lessor has full rights of ingress to and egress from the Premises from a public roadway.

B. Lessee desires to construct and operate a wireless communications site at the Premises.

C. Based on the foregoing facts, circumstances and understandings and on the terms and conditions set forth below, Lessor is willing to lease the Premises to Lessee for Lessee’s proposed use subject to the terms and conditions of this Lease Agreement.

WHEREFORE, in consideration of the facts, circumstances and understandings set forth above and the terms and conditions set forth herein, the parties, intending to be legally bound, hereto agree as follows:

1. Grant of Lease. Lessor hereby leases to Lessee the Premises for Lessee’s proposed use, subject to the following terms and conditions for the Term.

2. Permitted Uses. The Premises may be used by Lessee for the operation of a wireless communications site. Under this Lease Agreement, Lessee shall construct a stealth telecommunications facility commonly referred to in the industry as a “light standard” type of facility (the “Light Standard”). Lessee may install, place, use and operate on the Premises such antennas, radio transmitting and receiving equipment, conduits, wires, batteries, back-up generators, utility lines and facilities, supporting structures, storage facilities, telephone facilities, microwave equipment, and related equipment (collectively “Lessee’s Facilities”) as Lessee deems necessary for the operation of its wireless communications site at the Premises. The Light Standard, constructed for the purpose of concealing the cables and wires, and for attaching the antenna fixtures, shall be constructed by Lessee, but shall be owned and maintained by Lessor. See, Exhibit “C” attached hereto and made a part hereof. Lessee may perform construction, maintenance, modifications, repairs, additions to, and replacement of Lessee’s Facilities, exclusive of the

Light Standard, as Lessee determines is necessary and appropriate for its ongoing business and has the right to do all work necessary to prepare, modify and maintain the Premises to accommodate Lessee's Facilities and as required for Lessee's communications operations at the Premises, however, prior consent from Lessor shall be required for any requested changes or modifications to the Light Standard subsequent to the initial construction.

3. **Conditions Precedent: Prior Approvals.** This Lease Agreement is conditioned upon Lessee obtaining all governmental licenses, permits and approvals enabling Lessee to construct and operate wireless communications facilities on the Premises without conditions which are not standard or typical for premises where wireless communications facilities are located. Lessor agrees to cooperate with Lessee's reasonable requests for Lessor's signatures as real property owner on permit applications, for allowing site inspections by governmental agencies required in connection with reviewing permit applications, and for assistance in obtaining such necessary approvals, provided that such cooperation and assistance shall be at no expense to Lessor.

4. **Term.** The term of this Lease Agreement ("Term") shall be five (5) years commencing on the date (a) Lessee begins construction of Lessee's Facilities on the Premises or (b) twelve (12) months from the last date of execution by a party to this Lease Agreement as reflected on the signature page below, whichever occurs first ("Commencement Date"). Lessee shall promptly deliver written notice to Lessor of the Commencement Date. Lessee shall have the right to extend the Term of this Lease Agreement for four (4) additional terms of five (5) years each (each a "Renewal Term"). The terms and conditions for each Renewal Term shall be the same terms and conditions as in this Lease Agreement, except that the Rent shall be increased as set forth herein below. This Lease Agreement shall automatically be extended for each successive five (5) year Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to extend this Lease Agreement at least thirty (30) days prior to the expiration of the first Term or any Renewal Term.

5. (a) **Rent.** Subject to Paragraph 5 (b), Rent Abatement, below, not later than forty-five (45) days after the Commencement Date, Lessee shall pay Lessor, as rent, the sum of One Thousand Nine Hundred Dollars and 00/00 (\$1,900.00) per month ("Rent"). Rent shall be payable on the first day of each month, in advance, to Lessor or Lessor's alternate payee specified in Section 22, Notices and Deliveries. If the Commencement Date of this Lease Agreement is other than the first day of a calendar month, Lessee may pay on the first day of the Term the prorated Rent for the remainder of the calendar month in which the Term commences, and thereafter Lessee shall pay a full month's Rent on the first day of each calendar month, except that payment shall be prorated for the final fractional month of this Lease Agreement, or if this Lease Agreement is terminated before the expiration of any month for which Rent should have been paid. Rent shall be adjusted as of the first (1st) anniversary of the Commencement Date of the Term and as of each anniversary thereafter by an increase of three percent (3%) of the Rent paid during the previous Term or Renewal Term.

(b) **Rent Abatement.** Rent shall be abated by the sum of Five Hundred and 00/100 Dollars each month until such time as Lessee has recouped its full construction costs for the Unisex Bathroom (defined herein below), the cost of which is estimated in the amount of Twenty-five thousand and 00/100 Dollars (\$25,000.00) (the "Rent Abatement Period"). Within ninety (90) days after construction is completed Lessee shall provide Lessor a written statement of the final costs associated with the capital improvement (restroom), but only to the abated portion of the project construction, which amount the Parties agree shall include hard and soft costs such as site design, engineering drawings and plans, site preparation, construction materials and labor, together with a schedule for construction and amortization to expiration of the Rent Abatement Period.

6. Due Diligence Contingency and Pre-Commencement Date Access to Premises.

Lessee shall have the right (but not the obligation) at any time following the full execution of this Lease Agreement and prior to the Commencement Date, to enter the Premises for the purpose of making necessary inspections, taking measurements and conducting engineering surveys (and soil tests where applicable) and any other reasonably necessary tests to determine the suitability of the Premises for Lessee's Facilities ("Due Diligence"), and for the purpose of preparing the Premises for the installation or construction of Lessee's Facilities. During any Due Diligence activities or pre-installation or pre-construction work, Lessee shall have insurance which covers such activities as set forth in Section 16, Insurance. Lessee will notify Lessor of any proposed tests, measurements or pre-installation or pre-construction work and will coordinate the scheduling of such activities with Lessor. If in the course of its Due Diligence Lessee determines that the Premises are unsuitable for Lessee's contemplated use, then Lessee shall have the right to terminate this Lease Agreement prior to the Commencement Date without any further liability or obligation to Lessor by delivery of written notice of termination to Lessor as set forth in Section 13, Termination.

7. Ongoing Access to Premises.

Throughout the Term and any Renewal Term of this Lease Agreement, Lessee shall have the right of access without escort to the Premises for its employees and agents twenty-four (24) hours a day, seven (7) days per week, at no additional charge to Lessee. In exercising its right of access to the Premises herein, Lessee agrees to cooperate with any reasonable security procedures utilized by Lessor at Lessor's Real Property and further agrees not to unduly disturb or interfere with the business or other activities of Lessor or of other tenants or occupants of Lessor's Real Property. Lessor shall maintain all existing access roadways or driveways extending from the nearest public roadway to the Premises in a manner sufficient to allow for Lessee's access to the Premises. Lessor shall be responsible for maintaining and repairing such roadways and driveways at Lessor's sole expense, except for any damage caused by Lessee's use of such roadways or driveways. If Lessee causes any such damage, Lessee shall promptly repair the same at its sole expense. Except those constructed by Lessee, Lessor, not Lessee, shall be responsible for the maintenance and compliance with laws of all towers and structures located on the Premises, including compliance with Part 17 of the Federal Communications Commission's ("FCC") rules.

8. Lessee's Work, Maintenance and Repairs.

(a) All of Lessee's construction and installation work at the Premises shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Lessee shall submit copies of the site plan and specifications to the Lessor for prior approval, which approval will not be unreasonably withheld, conditioned or delayed. Lessor shall give such approval or provide Lessee with its requests for changes in such plan or specifications within five (5) business days of Lessor's receipt of Lessee's plans. If Lessor does not provide such approval or request for changes within such five (5) business day period, Lessor shall be deemed to have approved the plans and specifications. Lessor shall not be entitled to receive any additional consideration in exchange for giving its approval of Lessee's plans and specifications. Lessee shall maintain Lessee's Facilities and the Premises in neat and safe condition in compliance with all applicable codes and governmental regulations. Lessee shall not be required to make any repairs to the Premises except for damages to the Premises caused by Lessee, its employees, agents, contractors or subcontractors. Upon the expiration, cancellation or termination of this Lease Agreement, Lessee shall surrender the Premises in good condition, less ordinary wear and tear and may, at Lessee's option remove Lessee's Facilities, provided however, in no event shall Lessee be required to remove any foundation supports for Lessee's Facilities or conduits which have been installed by Lessee.

(b) Lessee hereby agrees to construct one bathroom facility, which is handicap accessible, for use by the general public ("Unisex Bathroom") as approved by the Lessor, as depicted on Exhibit "D"

annexed hereto and made a part hereof, provided Lessor indemnifies, defends and holds harmless Lessee, its affiliates, agents and employees against all claims arising from the construction, operation, maintenance and repair of the Unisex Bathroom, including but not limited to attorney's fees and costs of suit. The location of the Unisex Bathroom shall be approved by Lessor, and on its property, but not within the boundaries of Premises. Lessor shall accept the Unisex Bathroom on an "as-is where-is" basis and any and all implied warranties including, but not limited to, the implied warranty of merchantability and the implied warranty of fitness for a particular purpose shall be disclaimed.

(c) Upon completion of the Light Standard, title to same shall be held by Lessor, and Lessor shall maintain same, including but not limited to the operation of the lights and light timer, as depicted on Exhibit C. Lessor shall accept the Light Standard on an "as-is where-is" basis and shall disclaim any and all implied warranties including, but not limited to, the implied warranty of merchantability and the implied warranty of fitness for a particular purpose.

(d) Lessee hereby agrees to construct a one story, unlocked storage facility ("Shed") for use by the Lessor, as depicted on the attached Exhibit "E", annexed hereto and made a part hereof, provided Lessor indemnifies, defends and holds harmless Lessee, its affiliates, agents and employees against all claims arising from the construction, operation, maintenance and repair of the Shed, including but not limited to attorney's fees and costs of suit. The location of the Shed shall be approved by Lessor, and on its property though not within the boundaries of the Premises. After construction, Lessor shall accept the Shed on an "as-is where-is" basis and any and all implied warranties including, but not limited to, the implied warranty of merchantability and the implied warranty of fitness for a particular purpose shall be disclaimed.

(e) Lessee hereby provides a limited warranty for a period of one year from the date of the completion of the construction against defects in material and workmanship under normal use and service of the Light Standard and Unisex Bathroom. Lessee's obligation is limited to the replacement or repair of any part or parts the examination of which in Lessee's judgment discloses a defect. This warranty is expressly in lieu of any and all other warranties, express, implied or created by law, and/or any other obligations or liability on the part of Lessee. This warranty expressly excludes instances of vandalism or claims arising from the failure by Lessor to provide routine maintenance to the Light Standard and/or Unisex Bathroom. Lessor shall notify Lessee of claims under the warranty by written Notice, and Lessee shall have a reasonable time, given the circumstances, to cure same, which period of time shall not exceed fourteen (14) days to commence cure.

9. Title to Lessee's Facilities. Title to light standard will be held by and remain with Lessor. Lessor acknowledges that Lessee may enter into financing arrangements including promissory notes and financial and security agreements for the financing of Lessee's Facilities (the "Collateral") with a third party financing entity and may in the future enter into additional financing arrangements with other financing entities. In connection therewith, Lessor (i) consents to the installation of the Collateral to the extent that the Collateral is part of the approved Lessee's Facilities; (ii) disclaims any interest in the Collateral, as fixtures or otherwise, whether arising at law or otherwise, including, but not limited to any statutory landlord's lien; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

10. Utilities. Lessee shall have the right to install utilities, at Lessee's expense, and to improve the present utilities on or near the Premises (including, but not limited to the installation of emergency back-up power). Subject to Lessor's approval of the location, which approval shall not be

unreasonably withheld, conditioned, or delayed, Lessee shall have the right to place utilities on (or to bring utilities across) Lessor's Real Property in order to service the Premises and Lessee's Facilities. Upon Lessee's request, Lessor shall execute recordable easement(s) evidencing this right. Lessee shall fully and promptly pay for all utilities furnished to the Premises for the use, operation and maintenance of Lessee's Facilities. Upon Lessee's request, Lessor shall allow Lessee to install sub-metering equipment on existing Lessor utility service(s). Lessee agrees to install, at Lessee's cost, the required equipment, meters and connections and will reimburse Lessor for Lessee's use of utilities at a rate equal to Lessor's unit cost for the utilities. Lessee shall pay the cost of utility service provided to the Premises and attributable to Lessee's use ("Utility Charge"). Lessee shall pay the estimated cost of the Utility Charge monthly in advance. The parties estimate the Utility Charge at the commencement of Lessee's use of such utilities to be Two hundred and fifty dollars and 00/100 (\$250.00) per month. During the term of this Lease Agreement, at Lessor's request (which request shall not be more frequent than once every twelve (12) months), Lessee shall calculate the actual Utility Charge for the immediately preceding twelve (12) months based on the readings from the privately installed sub-meter at Lessor's property. If the actual Utility Charge varies from the estimated Utility Charges paid, the parties shall promptly reconcile past payments of utility charges and adjust future estimates of the Utility Charge to reflect Lessee's actual usage.

11. Interference with Communications. Lessee's Facilities and operations shall not interfere with the communications configurations, frequencies or operating equipment which exist on Lessor's Real Property on the effective date of this Lease Agreement ("Pre-existing Communications"), and Lessee's Facilities and operations shall comply with all non-interference rules of the FCC". Upon written notice from Lessor of apparent interference by Lessee with Pre-existing Communications, Lessee shall have the responsibility to promptly terminate such interference or demonstrate to Lessor with competent information that the apparent interference in fact is not caused by Lessee's Facilities or operations. Lessor shall not, nor shall Lessor permit any other tenant or occupant of any portion of Lessor's Real Property to, engage in any activities or operations which interfere with the communications operations of Lessee described in Section 2, above. Such interference with Lessee's communications operations shall be deemed a material breach by Lessor, and Lessor shall have the responsibility to promptly terminate said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference will cause irreparable injury to Lessee, and therefore Lessee shall have the right to bring a court action to enjoin such interference or to terminate this Lease Agreement immediately upon notice to Lessor. If Lessee is required to bring such an action, Lessor shall be obligated to pay Lessee's reasonable attorney's fees and expenses. Lessor agrees to incorporate equivalent provisions regarding non-interference with Pre-existing Communications into any subsequent leases, licenses or rental agreements with other persons or entities for any portions of Lessor's Real Property.

12. Taxes. Lessee shall pay personal property taxes assessed against Lessee's Facilities, and Lessor shall pay when due all real property taxes and all other taxes, fees and assessments attributable to the Premises and this Lease Agreement. The Lessor does not pay taxes. If the County Assessor determines there is a possessory interest tax due, it's Lessee's obligation.

13. Termination. This Lease Agreement may be terminated by Lessee in its sole discretion effective immediately without further liability by delivery of written notice thereof to Lessor prior to the Commencement Date for any reason resulting from Lessee's Due Diligence, or if a title report obtained by Lessee for Lessor's Real Property shows any defects of title or any liens or encumbrances which may adversely affect Lessee's use of the Premises for Lessee's intended use, or for any other or no reason. This Lease may be terminated without further liability on thirty (30) days prior written notice as follows:

(i) by either party upon a default of any covenant, condition, or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default; (ii) by Lessee if it does not obtain licenses, permits or other approvals necessary to the construction or operation of Lessee's Facilities ("Permits"), is unable to obtain such Permits without conditions which, in Lessee's sole discretion, are not standard or typical for premises where wireless communications facilities are located or is unable to maintain such licenses, permits or approvals despite reasonable efforts to do so; (iii) by Lessee if Lessee is unable to occupy or utilize the Premises due to ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of frequencies; or (iv) by Lessee in its sole discretion if Lessee determines that the Premises are not appropriate or suitable for its operations for economic, environmental or technological reasons, including, without limitation, signal strength or interference. Other than as stated herein, Lessor shall not have the right to terminate, revoke or cancel this Lease Agreement.

14. Destruction of Premises. If the Premises or Lessor's Property is destroyed or damaged so as in Lessee's judgment to hinder its effective use of Lessor's Property for the ongoing operation of a wireless communications site, Lessee may elect to terminate this Lease Agreement without further liability of Lessee as of the date of the damage or destruction by so notifying Lessor no more than thirty (30) days following the date of damage or destruction. In such event, all rights and obligations of the parties which do not survive the termination of this Lease Agreement shall cease as of the date of the damage or destruction.

15. Condemnation. If a condemning authority takes all of Lessor's Real Property, or a portion which in Lessee's sole discretion is sufficient to render the Premises unsuitable for Lessee's ongoing operation of a wireless communications site, then this Lease Agreement shall terminate without further liability of Lessee as of the date when possession is delivered to the condemning authority. In any condemnation preceding each party shall be entitled to make a claim against the condemning authority for just compensation recoverable under applicable condemnation law. Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain shall be treated as a taking by a condemning authority.

16. Insurance. Lessee shall maintain the following insurance: (1) Commercial General Liability with limits of One Million Dollars (\$1,000,000.00) per occurrence, (2) Automobile Liability with a combined single limit of One Million Dollars (\$1,000,000.00) per accident, (3) Workers Compensation as required by law, and (4) Employer's Liability with limits of One Million Dollars (\$1,000,000.00) per occurrence. Lessor, at Lessor's sole cost and expense, shall procure and maintain on the Property, bodily injury and property damage insurance with a combined single limit of at least One Million Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessor, its employees and agents arising out of or in connection with Lessor's use, occupancy and maintenance of the Property. Each party shall be named as an additional insured on the other's policy. Each party shall provide to the other a certificate of insurance evidencing the coverage required by this paragraph within thirty (30) days of the Commencement Date. Each party waives any rights of recovery against the other for injury or loss due to hazards covered by their property insurance, and each party shall require such insurance policies to contain a waiver of recovery against the other.

17. Assignments or Transfers. Lessor may assign or transfer this Lease Agreement to any person or entity without any requirement for prior approval by Lessee, provided that such assignee or transferee agrees in writing to fulfill the duties and obligations of the Lessor in said Lease Agreement, including the obligation to respect Lessee's rights to nondisturbance and quiet enjoyment of the Premises during the remainder of the Term and any Renewal Term hereof. Lessee may assign or transfer this Lease

Agreement without prior approval by Lessor to any of Lessee's partners, shareholders, members, subsidiaries, or affiliates, to any entity in which Lessee or any of its affiliates holds an ownership interest, or to a person or entity acquiring by purchase, merger or operation of law a majority of the value of the assets of Lessee or to any entity whose business is the ownership of telecommunication towers. Lessee shall not assign or transfer this Lease Agreement to any other person or entity without the prior written approval of Lessor, which approval shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by loans, bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

18. Subleases. Lessee shall not have the right, without any need to obtain the consent of Lessor, to license or sublease all or a portion of the Premises and the Lessee's Facilities to others whose business includes the provision of wireless communications services. Lessee's licensee(s) shall be entitled to modify the Lessee's Facilities and to erect additional improvements on the Premises, including but not limited to antennas, dishes, cabling, additional storage buildings or equipment shelters as are reasonably required for the operation and maintenance of the communications equipment to be installed on the Premises by said licensee(s). Lessee's licensee(s) shall be entitled to all rights of ingress and egress to the Premises and the right to install utilities on the Premises as if said licensee were the Lessee under this Lease Agreement.

19. Nondisturbance and Quiet Enjoyment; Subordination; Estoppel Certificates.

(a) So long as Lessee is not in default under this Lease Agreement, Lessee shall be entitled to quiet enjoyment of the Premises during the term of this Lease Agreement or any Renewal Term, and Lessee shall not be disturbed in its occupancy and use of the Premises.

(b) This Lease Agreement shall be subordinate to each and every deed of trust, mortgage or other security instrument which may now or hereafter affect Lessor's Real Property and to any renewals, extensions, supplements, amendments, modifications or replacements thereof. In confirmation of such subordination, Lessee shall execute and deliver promptly any certificate of subordination that Lessor may reasonably request, provided that such certificate acknowledges that this Lease Agreement remains in full force and effect, recognizes Lessee's right to nondisturbance and quiet enjoyment of the Premises so long as Lessee is not in default under this Lease Agreement, only contains true and accurate statements and Lessee's liability shall be capped at the remaining rent under this Lease Agreement. If any mortgagee or lender succeeds to Lessor's interest in Lessor's Real Property through a foreclosure proceeding or by a deed in lieu of foreclosure, Lessee shall attorn to and recognize such successor as Lessor under this Lease Agreement.

(c) At any time upon not less than ten (10) days' prior written notice by Lessor, Lessee shall execute, acknowledge and deliver to Lessor or any other party specified by Lessor, a statement in writing certifying that this Lease Agreement is in full force and effect, if true, and the status of any continuing defaults under this Lease Agreement.

20. Indemnifications.

(a) **Lessee's Indemnity.** Lessee hereby agrees to indemnify and hold Lessor and Lessor's officers, directors, partners, shareholders, employees, agents, contractors or subcontractors harmless from and against any and all losses, claims, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) and injuries (including personal injuries or death) arising from or in connection with Lessee's use, operation, maintenance or repair of Lessee's Facilities at the Premises or access over Lessor's Real Property or Lessee's shared use of Lessor's easements for access to the Premises, except those resulting from the negligence or willful misconduct of Lessor or Lessor's officers, directors, partners, shareholders, employees, agents, contractors or subcontractors.

(b) **Lessor's Indemnity.** Lessor hereby agrees to indemnify and hold Lessee and Lessee's officers, directors, partners, shareholders, employees, agents, contractors or subcontractors harmless from and against any and all losses, claims, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) and injuries (including personal injuries or death) arising from or in connection with Lessor's use, operation, maintenance or repair of improvements on Lessor's Real Property, the use of Lessor's Real Property by other tenants or lessees of Lessor, Lessor's shared use of easements for access to Lessor's Real Property, any violation of governmental regulations relating to the Premises and any towers used by Lessee (including the lighting or painting for aviation pathways), except those resulting from the negligence or willful misconduct of Lessee or Lessee's officers, directors, partners, shareholders, employees, agents, contractors or subcontractors.

(c) **Special Damages.** Notwithstanding any other provision of this Lease Agreement, neither party shall be liable to the other for consequential damages, damages for lost profits, exemplary or punitive damages or other special damages, whether in tort, contract or equity.

(d) **Survival of Indemnity Provisions.** The indemnity provisions of this section shall survive the expiration, cancellation or expiration of this Lease Agreement for a period of one (1) year and any claims for indemnification under this Section 20 shall be brought within that period.

21. Hazardous Material. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material (as defined below) on, under, about or within the Lessor's Real Property in violation of any law or regulation. Lessor represents, warrants and agrees (1) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (defined below) on, under, about or within Lessor's Real Property in violation of any law or regulation, and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within Lessor's Real Property in violation of any law or regulation. Lessor and Lessee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which Lessor's Real Property is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of this Agreement.

22. Notices and Deliveries. Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, confirmed fax, or reliable overnight delivery service to the address of the respective parties set forth below:

Lessor: City of Norco/ Norco Community Services District
2870 Clark Ave.
Norco CA 92860
Attn: Department of Parks, Recreation and Community Services
Telephone: 951-270-5632
Facsimile: 951-270-5681
Federal Taxpayer ID Number: 95-237-3837

With a copy to: Harper & Burns, LLP
453 Glassell Street
Orange, CA 92866
Attn: John Harper

Lessee: MetroPCS Networks California, LLC
350 Commerce
Suite 200
Irvine, CA 92602-1302
Attn: Property Manager

With a copy to: MetroPCS Networks California, LLC
2250 Lakeside Blvd.
Richardson, TX 75082
Attn: Property Manager
Telephone: 214-265-2550
Facsimile: 866-457-4126

Lessor or Lessee may from time to time designate any other address for notices or deliveries by written notice to the other party.

23. Miscellaneous.

(a) Severability. If any provision of this Lease Agreement is held to be invalid or unenforceable by a court of competent jurisdiction with respect to any party, the remainder of this Lease Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable shall not be affected, each provision of this Lease Agreement shall be valid and enforceable to the fullest extent permitted by law, and the parties shall negotiate in good faith to amend this Lease Agreement to retain the economic effect of the invalid or unenforceable provisions.

(b) Binding Effect. Each party represents and warrants that said party has full power and authority, and the person(s) executing this Lease Agreement have full power and authority, to execute and deliver this Lease Agreement, and that this Lease Agreement constitutes a valid and binding obligation of each party, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement

of creditor's rights generally and by general equitable principles (whether enforcement is sought in proceedings in equity or at law). This Lease Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(c) **Waivers.** No provision of this Lease Agreement shall be deemed to have been waived by a party unless the waiver is in writing and signed by the party against whom enforcement of the waiver is attempted. No custom or practice which may develop between the parties in the implementation or administration of the terms of this Lease Agreement shall be construed to waive or lessen any right to insist upon strict performance of the terms of this Lease Agreement.

(d) **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State in which the Premises are located, excluding principles of conflicts of law.

(e) **Attorneys' Fees and Costs.** The prevailing party in any legal claim arising hereunder shall be entitled to its reasonable attorneys' fees and costs and court costs.

(f) **Survival.** Terms and conditions of this Lease Agreement which by their sense and context survive the termination, cancellation or expiration of this Lease Agreement will so survive.

(g) **Memorandum of Lease Agreement.** Lessor acknowledges that a Memorandum of Lease Agreement substantially in the form annexed hereto as Exhibit F will be recorded by Lessee in the Official Records of the County where the Property is located.

(h) **Entire Agreement; Amendments.** This Lease Agreement constitutes the entire agreement and understanding between the parties regarding Lessee's lease of the Premises and supersedes all prior and contemporaneous offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease Agreement must be in writing and executed by duly authorized representatives of both parties.

(i) **No Presumptions Regarding Preparation of Lease Agreement.** The parties acknowledge and agree that each of the parties has been represented by counsel or has had full opportunity to consult with counsel and that each of the parties has participated in the negotiation and drafting of this Lease Agreement. Accordingly it is the intention and agreement of the parties that the language, terms and conditions of this Lease Agreement are not to be construed in any way against or in favor of any party hereto by reason of the roles and responsibilities of the parties or their counsel in connection with the preparation of this Lease Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be executed by their duly authorized representatives on the dates set forth below and acknowledge that this Lease Agreement is effective as of the date first above written.

LESSOR:

City of Norco (successor in interest to Norco Community Services District)

By: _____
(Signature)

Print Name: _____

Title: _____

Date: _____

By: _____
(Signature)

Print Name: _____

Title: _____

Date: _____

LESSEE:

MetroPCS Networks California, LLC,
a Delaware limited liability company (f/k/a Royal Street Communications California, LLC)

By: _____
(Signature)

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

DESCRIPTION OF LESSOR'S REAL PROPERTY

to the Lease Agreement dated _____, 2011, by and between City of Norco (successor in interest to Norco Community Services District), as Lessor, and MetroPCS Networks California, LLC, a Delaware limited liability company (f/k/a Royal Street Communications California, LLC), as Lessee.

Lessor's Property of which Premises are a part is described as follows:

Lot 2 in Block 75 of Norco Farms Tract No. 5, in the City of Norco, County of Riverside, State of California, as shown by Map on file in Book 14, Page(s) 60, 61, and 62, of Maps, records of said County.

Assessor's Parcel Number: 129-081-004, 005

EXHIBIT B

DESCRIPTION OF PREMISES

to the Lease Agreement dated _____, 2011, by and between City of Norco (successor in interest to Norco Community Services District), as Lessor, and MetroPCS Networks California, LLC, a Delaware limited liability company (f/k/a Royal Street Communications California, LLC), as Lessee.

The Premises consist of those specific areas described/shown below or attached where Lessee's communications antennae, equipment and cables occupy Lessor's Real Property. The Premises and the associated utility connections and access, including easements, ingress, egress, dimensions, and locations as described/shown, are approximate only and may be adjusted or changed by Lessee at the time of construction to reasonably accommodate sound engineering criteria and the physical features of Lessor's Real Property.

(A final drawing or copy of a property survey or site plan depicting the above shall replace this Exhibit B when initialed by Lessor or Lessor's designated agent and may be modified from time to time when initialed by both Lessor and Lessee.)

Royal Street Communications California, LLC

LA5344A
 BTS TED BROOKS PARK
 2762 VINE ST.
 NORCO, CA 92860

Royal Street Communications California, LLC 2013 EL CAMINO REAL #501 JUSTIN, CA 92782	
PROJECT INFORMATION: PROJECT NUMBER: LA5344A PROJECT NAME: BTS TED BROOKS PARK 2762 VINE ST. NORCO, CA 92860	
CURRENT ISSUE DATE: 2/23/11	ISSUED FOR: ZONING
REV. DATE: DESCRIPTION:	
1	TITLE SHEET
2	TOPOGRAPHIC SURVEY
3	2/23/11 CITY REZONES
4	2/17/11 CITY REZONES
5	12/17/10 BENCH MARK REV.
6	10/04/10 CITY COMMENTS
7	8/25/10 DIME ZONING
8	8/23/10 DIM ZONING
PLANS PREPARED BY: NATIONAL CONSULTANTS, INC. 11000 WILSON AVENUE, SUITE 200 WILSON, CA 95754 TEL: (925) 255-1222 FAX: (925) 255-1223	
CONSULTANT:	
DRAWN BY: CHK	OFF:
CHECKED BY:	OFF:
SHEET TITLE: TITLE SHEET	
SHEET NUMBER: T-1	

PROJECT TEAM: SITE ACQUISITION: ADDRESS: 2762 VINE STREET CITY: NORCO, CA 92860 COUNTY: SACRAMENTO PHONE: (925) 517-1280	PROJECT DESCRIPTION: ALL WORK AND MATERIALS SHALL BE PROVIDED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE CITY OF NORCO, CALIFORNIA, UNLESS OTHERWISE SPECIFIED. THE FOLLOWING CODES SHALL BE APPLIED TO THE PROJECT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING CODES:	PROJECT INFORMATION: APPLICANT: NAME: ROYAL STREET COMMUNICATIONS CALIFORNIA, LLC ADDRESS: 2013 EL CAMINO REAL, SUITE 501, JUSTIN, CA 92782 CITY: JUSTIN, CA 92782 PHONE: (925) 732-3424
ZONING: ADDRESS: 2762 VINE STREET CITY: NORCO, CA 92860 COUNTY: SACRAMENTO PHONE: (925) 401-1211	CODE COMPLIANCE: ALL WORK AND MATERIALS SHALL BE PROVIDED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE CITY OF NORCO, CALIFORNIA, UNLESS OTHERWISE SPECIFIED. THE FOLLOWING CODES SHALL BE APPLIED TO THE PROJECT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING CODES:	UTILITY PROVIDERS: COMPANY: AT&T ADDRESS: 10000 WILSON AVENUE, SUITE 200, WILSON, CA 95754 PHONE: (925) 837-3881
ME ENGINEER: NAME: NICHOLAS LACROIX ADDRESS: 11000 WILSON AVENUE, SUITE 200, WILSON, CA 95754 PHONE: (925) 714-9991	DRIVING DIRECTIONS: DRIVING DIRECTIONS FROM TOTAL STREET COMMUNICATIONS CALIFORNIA, INC. OFFICE: 1. START ON I-505 AND TAKE EXIT 48A TO GO EAST ON I-505. 2. TURN RIGHT ONTO BRIDGE AVE. FROM I-505 AND GO EAST ON BRIDGE AVE. 3. TURN LEFT ONTO VINE AVE. FROM BRIDGE AVE. AND GO EAST ON VINE AVE. 4. MAKE RIGHT TURN ON VINE AVE. ON THE LEFT SIDE OF THE ROAD. 5. MAKE LEFT TURN ON VINE AVE. ON THE LEFT SIDE OF THE ROAD. 6. TURN LEFT ONTO VINE AVE. FROM VINE AVE. ON THE LEFT.	PROPERTY INFORMATION: ADDRESS: 2762 VINE STREET CITY: NORCO, CA 92860 COUNTY: SACRAMENTO PARCEL NUMBER: 014-010-0010 AREA: 1.11 ACRES TOTAL AREA OF CONSTRUCTION: 4537 SQ. FT. EQUIPMENT AREA: 200 SQ. FT. CLUMPY ZONING: 06 (OPEN SPACE PERM) OCCUPANCY: 1-11 COORDINATE: 129-081-00400 LATITUDE: 37.9471638° N LONGITUDE: 121.2571827° W
CONSTRUCTION MANAGER: NAME: NICHOLAS LACROIX ADDRESS: 11000 WILSON AVENUE, SUITE 200, WILSON, CA 95754 PHONE: (925) 714-9991	VICINITY MAP: 	LOT COVERAGE CALCULATION: USE AREA: 110,000 SQ. FT. PROJECT NUMBER: 129-081-0010 TOTAL: 110,000 SQ. FT. EXISTING: 110,000 SQ. FT. TOTAL: 110,000 SQ. FT. EXCESS COVERED: 0 SQ. FT.
SURVEYOR: NAME: NICHOLAS LACROIX ADDRESS: 11000 WILSON AVENUE, SUITE 200, WILSON, CA 95754 PHONE: (925) 714-9991	SHEET INDEX: SHEET: DESCRIPTION: T-1 TITLE SHEET U-1 TOPOGRAPHIC SURVEY A-1 BOUNDARY DETAIL, SET PLAN AND ENLARGED SITE PLAN A-2 EQUIPMENT FLOOR PLAN AND ANTENNA LAYOUT A-3 ARCHITECTURAL ELEVATIONS	APPROVALS: APPROVED BY: NAME: DATE: DRAWER: NAME: DATE: USER: NAME: DATE: ZONING: NAME: DATE: CONSTRUCTION MANAGER: NAME: DATE: PROJECT MANAGER: NAME: DATE: MET OPS: NAME: DATE: BILITY COORDINATOR: NAME: DATE:

EXHIBIT F

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
MetroPCS Networks California, LLC
350 Commerce, Suite 200
Irvine, CA 92602
Attn: Property Management
Site #: LA5344A

MEMORANDUM OF LEASE AGREEMENT

This Memorandum of Agreement is entered into on this ____ day of _____, 2011, by and between City of Norco (successor in interest to Norco Community Services District), (hereinafter referred to as "Lessor"), and MetroPCS Networks California, LLC, a Delaware limited liability company (f/k/a Royal Street Communications California, LLC), with an office at 350 Commerce, Suite 200, Irvine, CA 92602 (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Communications Site Lease Agreement ["Agreement"] on the ____ day of _____, 2011, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The term of the Agreement is for five (5) years commencing on the date Lessee begins construction of Lessee Facilities, or twelve (12) months from full execution of the Lease Agreement, whichever first occurs ("Commencement Date") and terminating on the 5th anniversary of the Commencement Date, with four (4) successive five (5) year options to renew. In no event shall the term of the Agreement exceed thirty-five (35) years.
3. The Land which is the subject of the Agreement is described in Exhibit A annexed hereto.

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

LESSOR:

City of Norco (successor in interest to Norco Community Services District)

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

LESSEE:

MetroPCS Networks California, LLC,
a Delaware limited liability company (f/k/a Royal Street Communications California, LLC)

By: _____

Name: _____

Title: _____

Date: _____

**CITY OF NORCO
STAFF REPORT**

TO: Honorable Mayor and Members of the City Council

FROM: Beth Groves, City Manager *Beth Groves*

PREPARED BY: Brenda K. Jacobs, City Clerk *Brenda K. Jacobs*

DATE: March 2, 2011

SUBJECT: Resolution Opposing the Proposed Interstate 15 Draft Alignment of the California High-Speed Rail System through the City of Norco and Supporting the Proposed Interstate 215 Draft Alignment of the California High-Speed Rail System

RECOMMENDATION: Adopt **Resolution No. 2011-__**

SUMMARY: At its meeting held on February 16, 2011, the City Council voted unanimously to draft a resolution formally opposing the proposed draft alignment of the high-speed rail system through the City of Norco and support the proposed draft alignment through the City of Riverside. A resolution has been prepared for the Council's approval.

BACKGROUND/ANALYSIS: The debates over the routes and alignment for the proposed California high-speed rail system are high on the radar of many of California cities. The Norco City Council is very concerned that the draft Interstate 15 alignment proposed through the City of Norco would be a detriment to the City and could take out the entire Hamner Avenue corridor, which is the commerce center of the City.

At its meeting held on February 16, 2011, the City Council unanimously approved drafting a resolution opposing the proposed draft alignment of the high-speed rail system through the City of Norco (Interstate 15 route) and supporting the draft alignment through the City of Riverside (Interstate 215 route). A copy of the resolution will be sent to the California High-Speed Rail Authority Board, as well as the members of the Southern California Inland Corridor Group (SCAG, SANDBAG, RCTC and Caltrans).

/bj-77852
Attachment: Resolution No. 2011-__
Draft High-Speed Rail Alignments

RESOLUTION NO. 2011-____

A RESOLUTION OF THE CITY OF NORCO, CALIFORNIA, OPPOSING THE PROPOSED INTERSTATE 15 DRAFT ALIGNMENT OF THE CALIFORNIA HIGH-SPEED RAIL SYSTEM THROUGH THE CITY OF NORCO AND SUPPORTING THE PROPOSED INTERSTATE 215 DRAFT ALIGNMENT OF THE CALIFORNIA HIGH-SPEED RAIL SYSTEM

WHEREAS, inspired by successful high-speed train systems worldwide, California's electrically-powered high-speed trains will help the state meet ever-growing demands on its transportation infrastructure; and

WHEREAS, the impacts to urban, suburban and rural areas are unknown; and

WHEREAS, the proposed draft alignment through Norco is mostly at-grade with the above grade structure beginning just north of the City of Norco; and

WHEREAS, the high-speed rail system will have a negative impact on the sustainability of Norco because of the alignment directly through the Hamner Avenue corridor, wiping out the main commerce center of the City.

THEREFORE, BE IT RESOLVED that the City of Norco formally opposes the draft Interstate 15 alignment of the California high-speed rail system through the City of Norco.

THEREFORE, BE IT FURTHER RESOLVED that the City of Norco formally supports the draft Interstate 215 alignment of the California high-speed rail system.

PASSED AND ADOPTED by the City Council of the City of Norco at a Regular Meeting held on March 2, 2011.

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 at a Regular Meeting thereof held on March 2, 2011 by the following vote of the Norco City Council Members:

AYES:
NOES:
ABSENT:
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Norco on March 2, 2011.

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

/bj-77851

**CITY OF NORCO
STAFF REPORT**

TO: Honorable Mayor and Members of the City Council

FROM: Beth Groves, City Manager 

PREPARED BY: Dominic Milano, City Engineer 

DATE: March 2, 2011

SUBJECT: Acceptance of Bid and Award of Contract to Valley Crest Landscape Maintenance, Inc. for the LMD No. 4 Equestrian Trail Drainage Improvements Project

RECOMMENDATION: That the City Council accept bids submitted for the installation of drainage devices in LMD No. 4 (Norco Ridge Ranch) and award a contract to Valley Crest Landscape Maintenance, Inc. in the amount of \$188,638.00, and authorize the City Manager to approve contract change orders up to 10 percent of the contract amount.

SUMMARY: Bids for the LMD No. 4 Equestrian Trail Drainage Improvements Project were opened on February 15, 2011 with Valley Crest Landscape Maintenance, Inc. being the lowest responsible bidder. Therefore, it is recommended that the contract be awarded to Valley Crest Landscape Maintenance, Inc. in the amount of \$188,638.00.

BACKGROUND/ANALYSIS: Staff completed plans and specifications for the LMD No. 4 Equestrian Trail Drainage Improvements Project for bidding purposes and on February 15, 2011, bids were received. The contract consists of the installation of drainage devices including trench drains, grate basins, outlet pipes through the curb, and all appurtenant related work for LMD No. 4 (Norco Ridge Ranch) area for 102 parcels on the steeper streets within the LMD. Attached is a map of the parcels included in the project. These parcels were determined to be the highest priority (i.e. contributed significant amount of storm runoff causing significant erosion on the equestrian trail) to install drainage improvements during the winter storms of 2009/10. It is anticipated the installation of drainage devices at these locations will significantly reduce the erosion currently being experienced on the equestrian trail and thus lessen trail maintenance costs

Fifteen bids were received ranging from \$188,638.00 to \$429,440.00. The lowest bidder, Valley Crest Landscape Maintenance, Inc. is 51% below the engineer's estimate of \$385,200.00. The engineer's estimate was based on the installation of a single drainage system being constructed at each of the 102 lots. If conditions warrant that additional drains be constructed at any of the 102 lots, the bid does include a unit cost for this added work. Valley Crest Landscape Maintenance, Inc. has performed admirably on numerous projects for the City of Norco in the past and is currently maintaining the equestrian trails in LMD No. 4. The bid summary sheet has been attached for Council's review.

FINANCIAL IMPACT: Allocate funds in the amount of \$188,638.00 from Fund 186.794 for this project. Existing fund balance is \$416,300.

/lja-77897
Attachments: Exhibits A1, A2 – LMD No. 4 Areas
Bid Summary



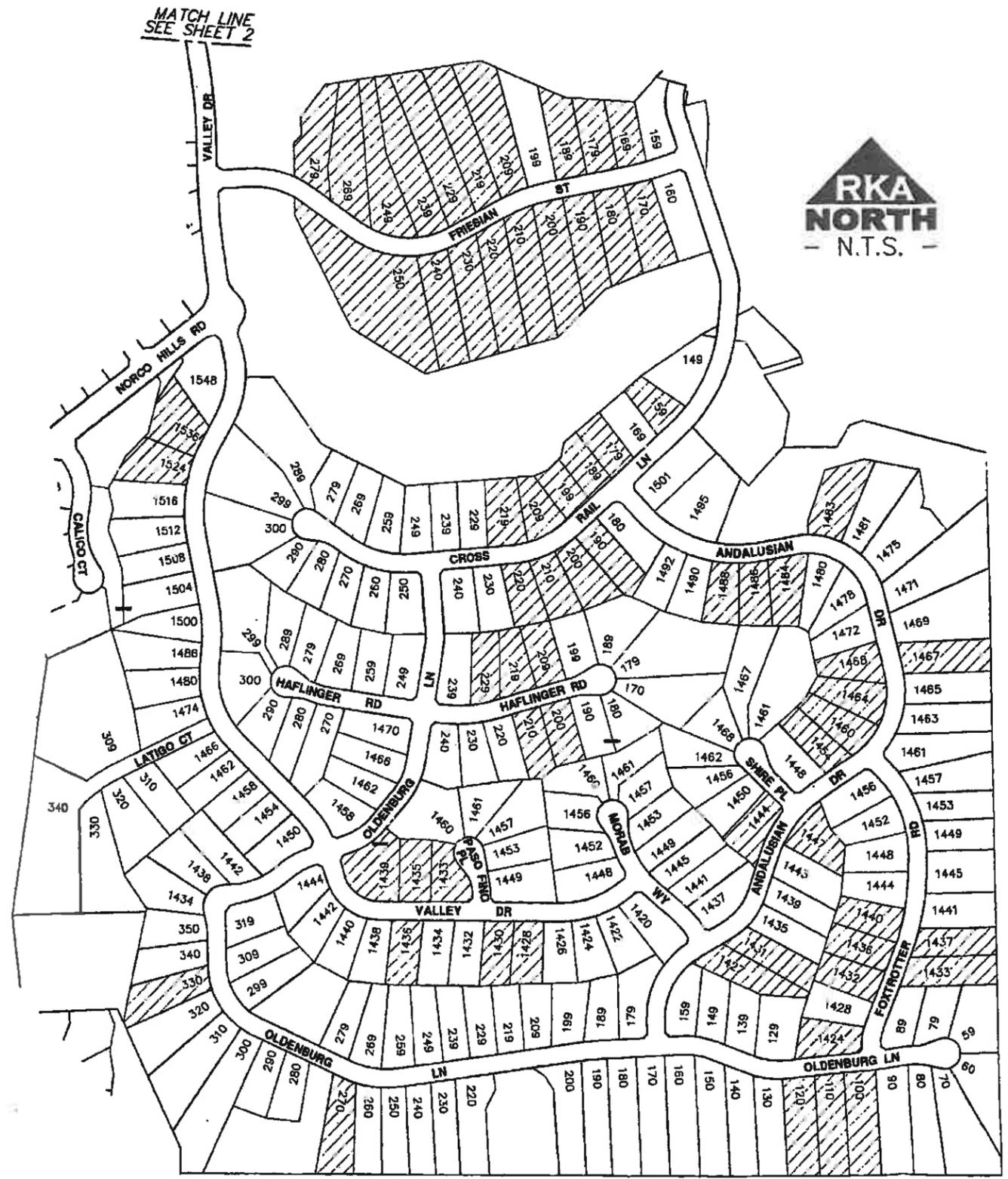
**BID SUMMARY FOR LMD #4 EQUESTRIAN TRAIL
DRAINAGE IMPROVEMENTS**

ITEM	QUANTITY	UNITS	DESCRIPTION	STL Landscape, Inc.		Slater Inc.		Garcia Juarez Construction Inc.	
				UNIT BID	TOTAL	UNIT BID	TOTAL	UNIT BID	TOTAL
1	1	LS	Mobilization and Traffic Control	\$15,000.00	\$15,000.00	\$13,713.00	\$13,713.00	\$20,000.00	\$20,000.00
2	1,731	LF	Install NDS 864, 5" Pro Series Channel Drain Type "A" per Detail AA	\$30.00	\$51,930.00	\$90.46	\$156,586.26	\$60.00	\$103,860.00
3	283	LF	Install NDS 864, 5" Pro Series Channel Drain Type "B" per Detail BB	\$30.00	\$8,790.00	\$98.28	\$28,796.04	\$80.00	\$17,580.00
4	50	EA	Install 12" x 12" NDS Grate at the end of the Channel Drain in Catch Basin per Details "A", "E", & "G" per Construction Note 9	\$200.00	\$10,000.00	\$445.00	\$22,250.00	\$1,000.00	\$50,000.00
5	56	EA	Install 18" x 18" Brooks Product Grate Catch Basin Concrete Driveway Sawcutting and Removal as Shown in Detail "B", "C", "E", "F", "H", "I", & "J" per Construction Note 3	\$900.00	\$50,400.00	\$1,153.00	\$64,588.00	\$1,400.00	\$78,400.00
6	1	EA	Install 12" x 12" NDS Grate Catch Basin with Alum Cover per Detail "J" including 4" Diameter Schedule 80 PVC Pipe from Brooks Product Catch Basin in Bid Item No 5	\$2,000.00	\$2,000.00	\$665.00	\$665.00	\$2,000.00	\$2,000.00
7	76	EA	Install 4" Diameter Schedule 80 PVC Pipe with NDS 1225 Grate Catch Basin at Curb from Channel Drain or Grate Catch Basin in Bid Item 4 or 5 Through Rolled Curb per Detail "EE"	\$2,000.00	\$152,000.00	\$1,068.00	\$81,168.00	\$1,500.00	\$114,000.00
8	26	EA	Install 4" Diameter Schedule 80 PVC Pipe with NDS 1225 Grate Catch Basin at Curb from Channel Drain or Grate Basin in Bid Item 4 or 5 Through Vertical Curb per Detail "DD"	\$2,500.00	\$65,000.00	\$1,120.00	\$29,120.00	\$1,600.00	\$41,600.00
9	1	EA	Install 4" diameter Schedule 80 PVC Pipe 40 Feet from Grate Basin to Existing Catch Basin per Detail "I"	\$3,000.00	\$3,000.00	\$600.00	\$600.00	\$2,000.00	\$2,000.00
10			TOTAL BID		\$358,120.00		\$397,468.30		\$429,440.00
11			Install Second 4" Diameter Schedule 80 PVC Pipe from Channel Drain or Grate Basin to NDS 1225 Grate Catch Basin in Bid Item No. 7		\$5,000.00		\$1,518.00		\$5,000.00
12			Low Bid Subcontractors						

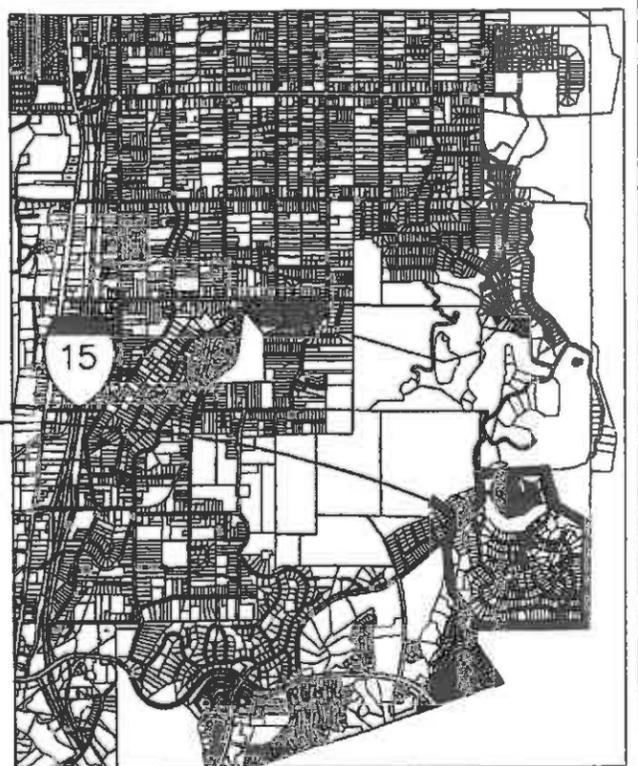


**BID SUMMARY FOR LMD #4 EQUESTRIAN TRAIL
DRAINAGE IMPROVEMENTS**

ITEM QUANTITY	UNITS	DESCRIPTION	Excavating Engineers, Inc.		WCCR Construction		Obiero Corporation		Genesis Construction	
			UNIT BID	TOTAL	UNIT BID	TOTAL	UNIT BID	TOTAL	UNIT BID	TOTAL
1	1 LS	Mobilization and Traffic Control	\$15,900.00	\$15,900.00	\$15,000.00	\$15,000.00	\$1,400.00	\$1,400.00	\$50,000.00	\$50,000.00
2	1,731 LF	Install NDS 864, 5" Pro Series Channel Drain Type "A" per Detail AA	\$67.00	\$115,977.00	\$58.00	\$100,398.00	\$78.00	\$135,018.00	\$50.00	\$86,550.00
3	293 LF	Install NDS 864, 5" Pro Series Channel Drain Type "B" per Detail BB	\$67.00	\$19,631.00	\$57.00	\$16,701.00	\$83.00	\$24,319.00	\$60.00	\$17,580.00
4	50 EA	Install 12" x 12" NDS Grate at the end of the Channel Drain in Catch Basin per Details "A", "F", "G" per Construction Note 9	\$200.00	\$10,000.00	\$125.00	\$6,250.00	\$148.00	\$7,400.00	\$350.00	\$17,500.00
5	56 EA	Install 18" x 18" Brooks Product Grate Catch Basin Concrete Driveway Sawcutting and Removal as Shown in Detail "B", "C", "E", "F", "H", "I", & "J" per Construction Note 3	\$600.00	\$33,600.00	\$1,450.00	\$81,200.00	\$926.00	\$51,856.00	\$1,100.00	\$61,600.00
6	1 EA	Install 12" x 12" NDS Grate Catch Basin with Aulum Cover per Detail "J" including 4" Diameter Schedule 80 PVC Pipe from Brooks Product Catch Basin in Bid Item No. 5	\$225.77	\$225.77	\$400.00	\$400.00	\$406.00	\$406.00	\$750.00	\$750.00
7	78 EA	Install 4" Diameter Schedule 80 PVC Pipe with NDS 1225 Grate Catch Basin at Curb from Channel Drain or Grate Catch Basin in Bid Item 4 or 5 Through Rolled Curb per Detail "EE"	\$600.00	\$45,600.00	\$450.00	\$34,200.00	\$627.00	\$47,652.00	\$600.00	\$46,800.00
8	26 EA	Install 4" Diameter Schedule 80 PVC Pipe with NDS 1225 Grate Catch Basin at Curb from Channel Drain or Grate Basin in Bid Item 4 or 5 Through Vertical Curb per Detail "DD"	\$610.00	\$15,860.00	\$475.00	\$12,350.00	\$1,027.00	\$26,702.00	\$600.00	\$15,600.00
9	1 EA	Install 4" diameter Schedule 80 PVC Pipe 40 Feet from Grate Basin to Existing Catch Basin per Detail "F"	\$984.00	\$984.00	\$340.00	\$340.00	\$900.00	\$900.00	\$597.00	\$597.00
10										
11		TOTAL BID		\$257,777.77		\$266,839.00		\$295,653.00		\$295,777.00
		Install Second 4" Diameter Schedule 80 PVC Pipe from Channel Drain or Grate Basin to NDS 1225 Grate Catch Basin in Bid Item No. 7		\$400.00		\$350.00		\$500.00		\$200.00
12		Low Bid Subcontractors								



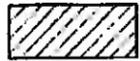
MATCH LINE
SEE SHEET 2



DISTRICT NO. 4
(SOUTH)

VICINITY MAP

LEGEND

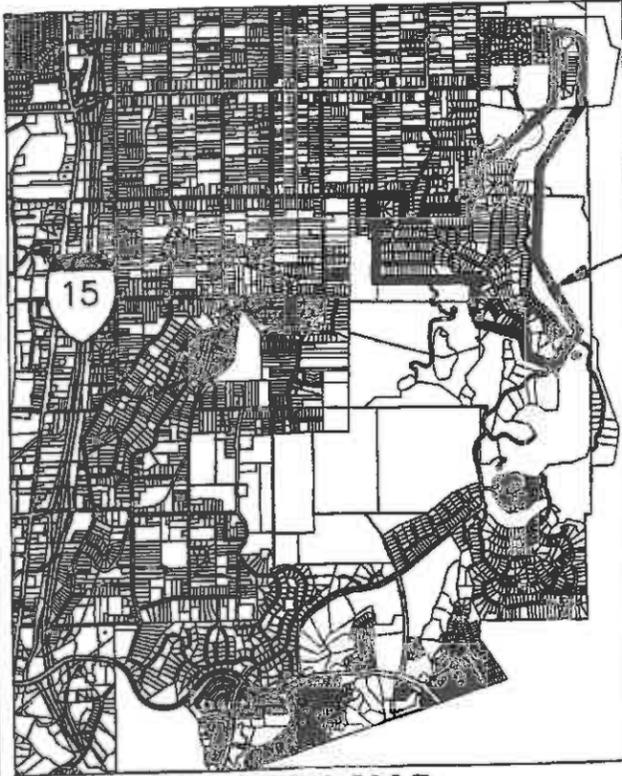
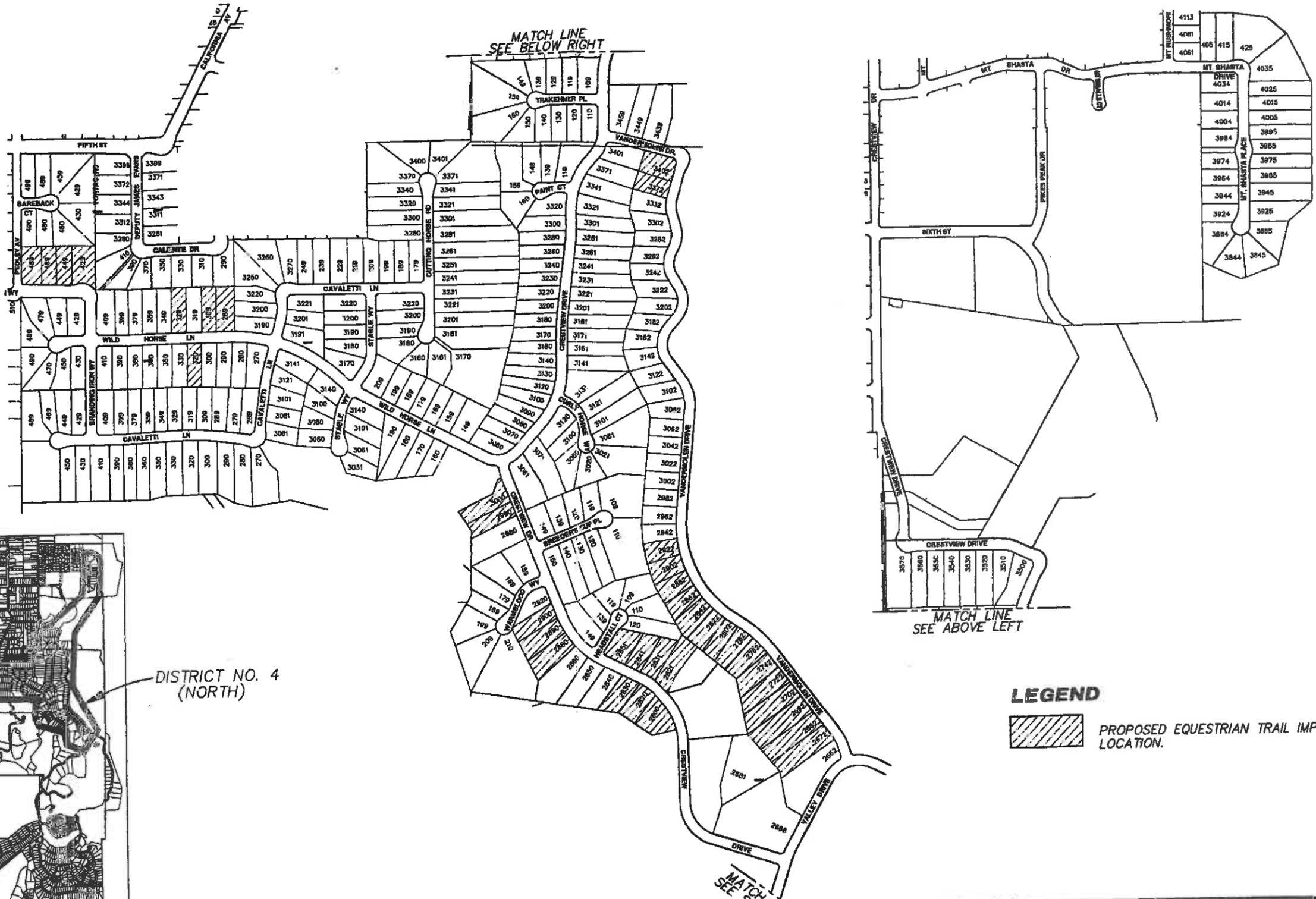
 PROPOSED EQUESTRIAN TRAIL IMPROVEMENTS LOCATION.

RKA
CONSULTING GROUP
398 S. LEMON CREEK DRIVE - SUITE E - WALNUT, CA 91786
(909) 694-9702 - (626) 931-6323 - FAX (909) 694-2668
WWW.RKAGROUP.COM

**LMD AREA NO. 4
SOUTHERN AREA**

DATE: 08-05-10 SCALE: N.T.S. DRAWN BY: C.A.H. SHEET: 1 OF 2

EXHIBIT A-1



VICINITY MAP

DISTRICT NO. 4
(NORTH)



LEGEND

PROPOSED EQUESTRIAN TRAIL IMPROVEMENTS LOCATION.

RKA
CONSULTING GROUP
388 S. LEMON CREEK DRIVE - SUITE E - WALNUT - CA - 91781
(909) 594-5702 - (626) 331-8323 - FAX (909) 594-2671
WWW.RKAGROUP.COM

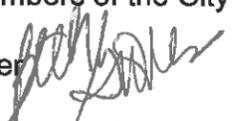
**LMD AREA NO. 4
NORTHERN AREA**

DATE: 08-05-10 SCALE: N.T.S. DRAWN BY: C.A.H. SHEET: 2 OF 2

EXHIBIT A-2

**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: March 2, 2011

SUBJECT: Authorization to Install a Three-Way Stop Condition at the Intersection of Hillside Avenue and El Paso Drive

RECOMMENDATION: Approve the Installation of a Three-Way Stop Condition at the Intersection of Hillside Avenue and El Paso Drive

SUMMARY: The Installation of stop signs at the intersection of Hillside Avenue and El Paso Drive would create a three-way or multi-stop condition at this intersection to enhance pedestrian and equestrian safety. It is within the City Councils jurisdiction to authorize the installation of a multi-stop at an intersection that generates equestrian and pedestrian conflicts that need to be controlled for the safety of the pedestrian/equestrian and motoring public. City of Norco residents have requested the city install a new stop condition at this intersection based its proximity to Norco High School and visibility associated with the street alignment. The Streets, Trails, and Utility Commission supports and recommends Council approve the installation of the proposed stop condition.

BACKGROUND/ANALYSIS: The most recent City wide traffic study was completed by Albert Grover and Associates in 2006. On November 17, 2010, staff retained Car Counts Inc. to perform a specific traffic study at the above mentioned intersection to determine if there was adequate justification for placement of stop signs at this intersection based on traffic volumes. The traffic volumes at this intersection (2,854 total vehicles in a 24-hour period, with a single hour maximum hour of 466 vehicles) did not meet the minimum volume requirements to warrant a stop condition based on Section 2B.07 of the Manual on Uniform Traffic Control Devices (MUTCD).

Option B of the multi-stop warrant process does provide for a stop warrant if the need to control vehicle, pedestrian and equestrian safety at an intersection exists. The Streets, Trails, and Utilities Commission supports the proposed stop condition primarily for the safety of equestrian and pedestrian traffic at this intersection. This section of Hillside Avenue has an equestrian trail located on the west side and El Paso has an equestrian trail located on the south side of the street.

Staff has prepared a summary of the stop sign warrant process for City Council review. The following are standard principles set forth in the Manual on Uniform Traffic Control Devices (MUTCD) for criteria requirements for the installation of multi-way stop signs.

Once a request has been made to install a three-way or multi-stop condition, the decision regarding the appropriate street to stop should be based on engineering judgment. In most cases, the street carrying the lowest volume of traffic should be stopped. A stop sign should not be installed on the major street unless justified by a traffic engineering study.

The following are considerations that might influence the decision regarding the appropriate street upon which to install a stop sign where two streets with relatively equal volumes and/or characteristics intersect:

- A. Stopping the direction that conflicts the most with established pedestrian/equestrian crossing or horse riding activity or school walking routes;
- B. Stopping the direction that has obscured vision, dips, or bumps that already require drivers to lower operating speeds;
- C. Stopping the direction that has longest distance of uninterrupted flow approaching the intersection; and
- D. Stopping the direction that has the best sight distance to conflicting traffic.

The guidance for a decision to install multi-way stop control should be based on an engineering study. Support regarding multi-way stop control can be useful as a safety measure at intersections if certain traffic conditions exist. Safety concerns associated with multi-way stops include pedestrians, bicyclist, and all other road users expecting other road users to stop.

- E. Where traffic controls signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while signal is being installed
- F. A crash problem, as indicated by 5 or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right and left turn collisions as well as right angle collisions.
- G. Minimum volumes: including vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day, and the combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches averages at least 200 units per hour for the same 8 hours, with an average delay to minor street vehicular traffic of at least 30 seconds per vehicle during the highest hour, but if the 85th percentile approach speed of the major street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the above values.
- H. Where no single criteria is satisfied, but where criteria B, and C are satisfied to 80 percent of the minimum values, criteria regarding the 85th percentile may be excluded from this condition.

Other options that may be considered in the engineering study include;

- A. The need to control left-turn conflicts;
- B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;
- C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to stop; and
- D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.

FINANCIAL IMPACT: Cost to install a stop sign is approximately \$95.00 each. Funds are available within the Street Operations Fund (133).

Prepared by NDS/ATD

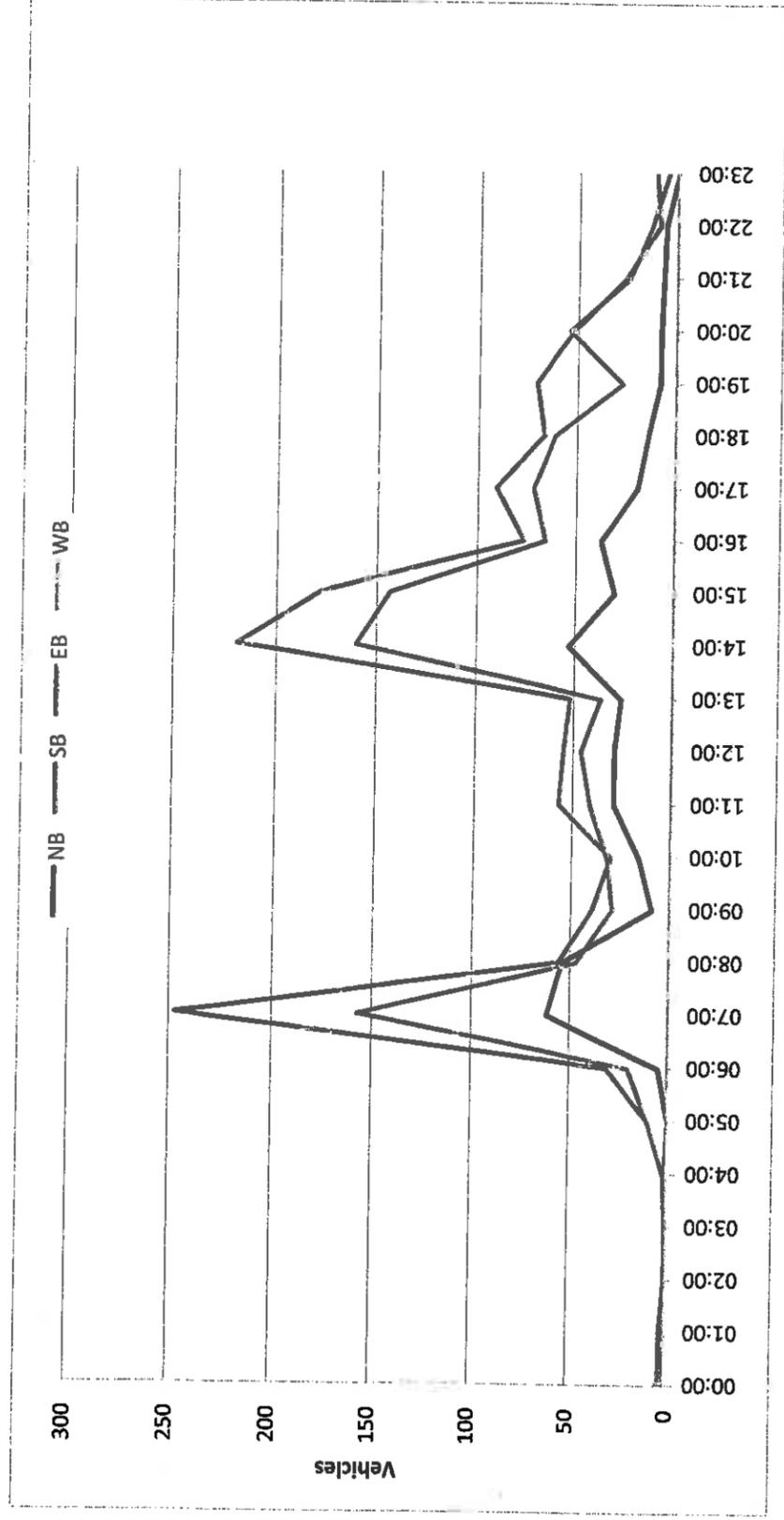
Volumes for: Wednesday, November 17, 2010		City: Norco	Daily Totals				Total
Location: Hillside Ave & El Paso Dr		Project: 10-6115-001	NB	SB	EB	WB	
			416	1,388	1,050	0	2,854

AM Period	NB	SB	EB	WB	PM Period	NB	SB	EB	WB	Total		
00:00	0	0	3		12:00	12	13	10				
00:15	1	1	0		12:15	9	16	10				
00:30	0	0	0		12:30	4	13	15				
00:45	1	2	3	4	12:45	4	29	13	55	11	46	130
01:00	0	1	0		13:00	6	11	15				
01:15	0	0	0		13:15	8	9	8				
01:30	0	0	0		13:30	5	12	6				
01:45	0	2	3	1	13:45	7	26	20	52	7	36	114
02:00	0	0	0		14:00	31	16	11				
02:15	0	0	0		14:15	10	42	41				
02:30	0	1	0		14:30	7	33	27				
02:45	0	0	1	0	14:45	5	53	128	219	81	160	432
03:00	0	0	0		15:00	5	73	60				
03:15	1	0	0		15:15	5	48	35				
03:30	0	0	0		15:30	8	30	29				
03:45	0	1	1	1	15:45	12	30	27	178	19	143	351
04:00	0	0	1		16:00	13	24	14				
04:15	1	1	0		16:15	13	17	13				
04:30	0	0	0		16:30	3	22	14				
04:45	0	1	1	2	16:45	8	37	14	77	25	66	180
05:00	0	2	0		17:00	10	34	18				
05:15	0	1	2		17:15	1	27	20				
05:30	0	4	2		17:30	4	14	15				
05:45	0	3	10	6	17:45	4	19	16	91	19	72	182
06:00	0	6	5		18:00	4	17	14				
06:15	0	7	3		18:15	7	14	18				
06:30	3	9	3		18:30	1	24	16				
06:45	2	5	9	31	18:45	2	14	12	67	13	61	142
07:00	16	36	28		19:00	0	19	9				
07:15	27	87	53		19:15	4	12	7				
07:30	12	97	64		19:30	2	18	8				
07:45	7	62	27	247	19:45	2	8	22	71	3	27	106
08:00	10	12	3		20:00	0	12	18				
08:15	7	8	18		20:15	3	14	9				
08:30	16	22	14		20:30	1	6	11				
08:45	21	54	14	56	20:45	4	8	20	52	16	54	114
09:00	3	8	5		21:00	2	7	5				
09:15	3	10	10		21:15	2	9	9				
09:30	1	11	5		21:30	0	5	6				
09:45	2	9	10	39	21:45	3	7	5	26	4	24	57
10:00	3	6	8		22:00	1	4	3				
10:15	1	7	7		22:15	3	3	8				
10:30	5	7	10		22:30	1	1	1				
10:45	7	16	10	30	22:45	1	6	1	9	1	13	28
11:00	5	12	10		23:00	0	5	1				
11:15	7	11	6		23:15	0	4	3				
11:30	9	9	11		23:30	0	2	1				
11:45	8	29	25	57	23:45	0	0	11	0	5		16

Total Vol.	179	480	343	1002	237	908	707	1852
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Daily Totals :		NB	SB	EB	WB	Total
		416	1,388	1,050	0	2,854

Split %	AM				PM			
	17.8%	47.9%	34.2%	35.1%	12.8%	49.0%	38.2%	68.9%
AM					PM			
Peak Hr.	07:00	07:00	07:00	07:00	19:45	14:30	14:15	14:15
Volume	62	247	157	466	59	282	209	512
P.H.F.	0.574	0.637	0.613	0.673	0.444	0.551	0.645	0.598
7 - 9 Vol.	116	303	204	623	56	168	138	362
Peak Hr.	07:00	07:00	07:00	07:00	16:00	16:30	16:45	16:30
Volume	62	247	157	466	37	97	78	196
P.H.F.	0.574	0.637	0.613	0.673	0.712	0.713	0.780	0.790



**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: March 2, 2011

SUBJECT: Authorization to Install a Three-Way Stop Condition at the Intersection of Detroit Street and Woodward Avenue

RECOMMENDATION: Approve the Installation of a Three-Way Stop Condition at the Intersection of Detroit Street and Woodward Avenue

SUMMARY: The Installation of stop signs at the intersection of Detroit Street and Woodward Avenue would create a three-way or multi-stop condition at this intersection to enhance pedestrian and equestrian safety. It is within the City Councils jurisdiction to authorize the installation of a multi-stop at an intersection that generates equestrian and pedestrian conflicts that need to be controlled for the safety of the pedestrian/equestrian and motoring public. City of Norco residents have requested the city install a new stop condition at this intersection on Detroit Street based on the traffic speeds in the immediate area. The Streets, Trails, and Utility Commission supports and recommends Council approve the installation of the proposed stop condition.

BACKGROUND/ANALYSIS: The most recent City wide traffic study was completed by Albert Grover and Associates in 2006. On November 17, 2010, staff retained Car Counts Inc. to perform a specific traffic study at the above mentioned intersection to determine if there **was** adequate justification for placement of stop signs at this intersection based on traffic volumes. The traffic volumes at this intersection (3,787 total vehicles in a 24-hour period, with a single hour maximum hour of 370 vehicles) did not meet the minimum volume requirements to warrant a stop condition based on Section 2B.07 of the Manual on Uniform Traffic Control Devices (MUTCD).

Option B of the multi-stop warrant process does provide for a stop warrant if the need to control vehicle, pedestrian and equestrian safety conflicts at an intersection exists. The Streets, Trails, and Utilities Commission supports the proposed stop condition primarily for the safety of equestrian and pedestrian traffic at this intersection. This section of Detroit Street has an equestrian trail located on the south side of the street.

Staff has prepared a summary of the stop sign warrant process for City Council review. The following are standard principles set forth in the Manual on Uniform Traffic Control Devices (MUTCD) for criteria requirements for the installation of multi-way stop signs.

Once a request has been made to install a three-way or multi-stop condition, the decision regarding the appropriate street to stop should be based on engineering judgment. In most cases, the street carrying the lowest volume of traffic should be stopped. A stop sign should not be installed on the major street unless justified by a traffic engineering study.

The following are considerations that might influence the decision regarding the appropriate street upon which to install a stop sign where two streets with relatively equal volumes and/or characteristics intersect:

- A. Stopping the direction that conflicts the most with established pedestrian/equestrian crossing or horse riding activity or school walking routes;
- B. Stopping the direction that has obscured vision, dips, or bumps that already require drivers to lower operating speeds;
- C. Stopping the direction that has longest distance of uninterrupted flow approaching the intersection; and
- D. Stopping the direction that has the best sight distance to conflicting traffic.

The guidance for a decision to install multi-way stop control should be based on an engineering study. Support regarding multi-way stop control can be useful as a safety measure at intersections if certain traffic conditions exist. Safety concerns associated with multi-way stops include pedestrians, bicyclist, and all other road users expecting other road users to stop.

- E. Where traffic controls signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while signal is being installed
- F. A crash problem, as indicated by 5 or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right and left turn collisions as well as right angle collisions.
- G. Minimum volumes: including vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day, and the combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches averages at least 200 units per hour for the same 8 hours, with an average delay to minor street vehicular traffic of at least 30 seconds per vehicle during the highest hour, but if the 85th percentile approach speed of the major street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the above values.
- H. Where no single criteria is satisfied, but where criteria B, and C are satisfied to 80 percent of the minimum values, criteria regarding the 85th percentile may be excluded from this condition.

Other options that may be considered in the engineering study include;

- A. The need to control left-turn conflicts;
- B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;
- C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to stop; and
- D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.

FINANCIAL IMPACT: Cost to install a stop sign is approximately \$95.00 each. Funds are available within the Street Operations Fund (133).

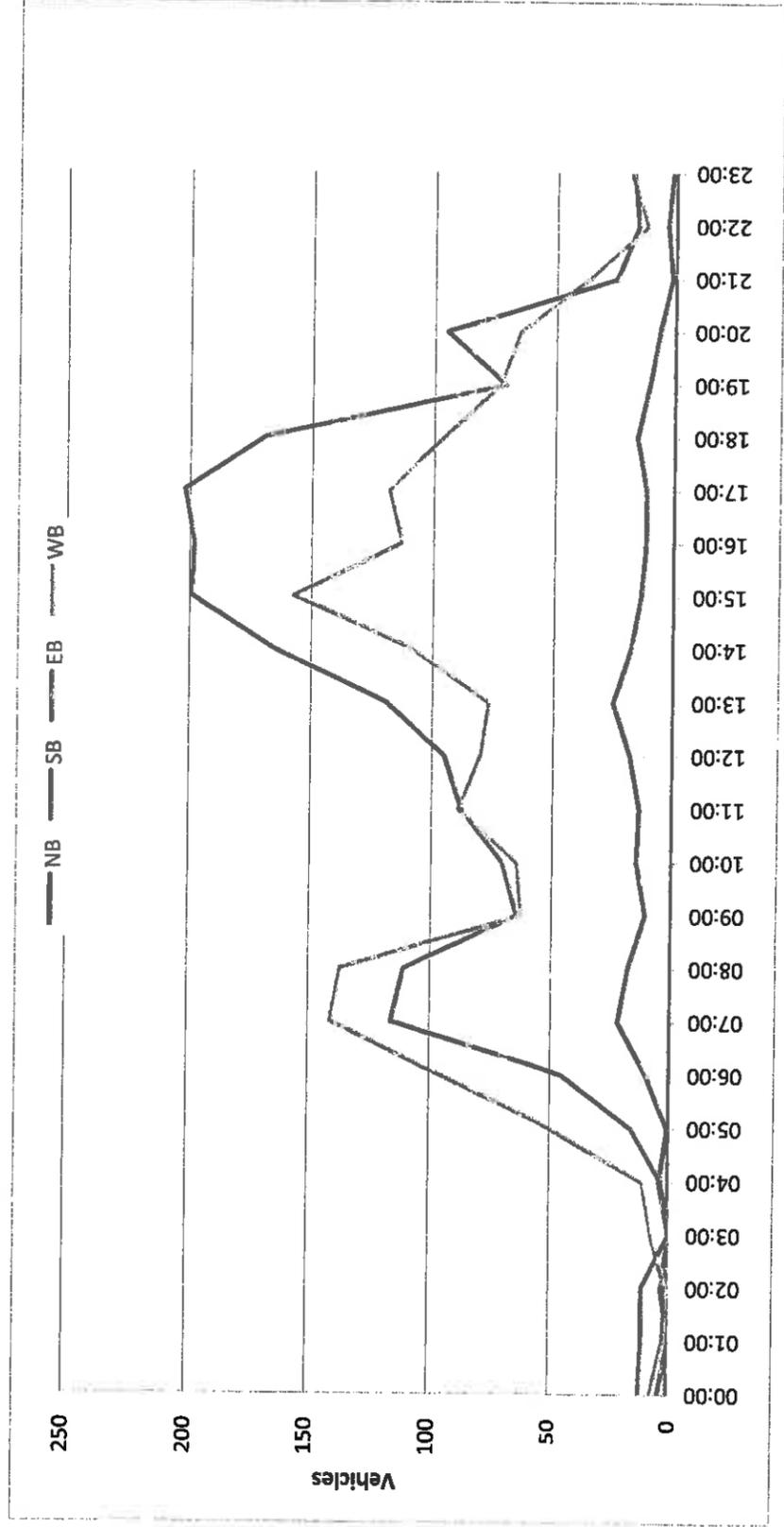
Prepared by NDS/ATD

Volumes for: Wednesday, November 17, 2010		City: Norco		Daily Totals				Total
Location: Woodward Ave & Detroit St		Project: 10-6115-002		NB	SB	EB	WB	
				0	243	1,921	1,623	3,787

AM Period	NB	SB	EB	WB	PM Period	NB	SB	EB	WB	Total			
00:00		1	1	2	12:00		6	25	25				
00:15		1	6	1	12:15		6	21	20				
00:30		0	2	3	12:30		2	23	18				
00:45		2	4	3	12:45		4	18	26	95	17	80	193
01:00		0	4	0	13:00		7	31		24			
01:15		0	1	1	13:15		2	27		15			
01:30		0	2	0	13:30		4	35		20			
01:45		0	4	11	13:45		12	25	26	119	18	77	221
02:00		1	2	0	14:00		5	32		19			
02:15		0	9	1	14:15		7	33		20			
02:30		0	0	0	14:30		2	39		41			
02:45		2	3	0	14:45		4	18	61	165	28	108	291
03:00		0	0	2	15:00		1	58		47			
03:15		0	0	1	15:15		5	40		55			
03:30		0	0	3	15:30		5	47		32			
03:45		0	0	1	15:45		3	14	54	199	23	157	370
04:00		3	1	3	16:00		2	36		30			
04:15		0	0	4	16:15		3	56		30			
04:30		0	1	1	16:30		4	49		25			
04:45		1	4	1	16:45		3	12	57	198	28	113	323
05:00		0	1	8	17:00		3	46		26			
05:15		1	0	10	17:15		2	51		33			
05:30		0	8	14	17:30		2	53		29			
05:45		0	1	7	17:45		5	12	52	202	30	118	332
06:00		2	4	20	18:00		4	49		28			
06:15		1	13	17	18:15		8	42		23			
06:30		3	14	24	18:30		1	35		18			
06:45		4	10	14	18:45		3	16	43	169	27	96	281
07:00		8	16	41	19:00		6	20		17			
07:15		4	27	43	19:15		0	18		20			
07:30		7	33	35	19:30		3	16		22			
07:45		3	22	40	19:45		2	11	17	71	14	73	155
08:00		3	33	30	20:00		2	24		8			
08:15		1	32	45	20:15		0	34		8			
08:30		9	34	39	20:30		2	24		32			
08:45		5	18	12	20:45		3	7	13	95	17	65	167
09:00		1	18	20	21:00		1	8		10			
09:15		5	11	16	21:15		0	6		8			
09:30		4	21	14	21:30		1	6		9			
09:45		1	11	15	21:45		0	2	5	25	9	36	63
10:00		0	10	13	22:00		2	5		4			
10:15		5	18	17	22:15		1	9		5			
10:30		3	16	9	22:30		1	1		1			
10:45		7	15	27	22:45		0	4	1	16	2	12	32
11:00		3	26	30	23:00		0	3		4			
11:15		5	17	13	23:15		0	5		4			
11:30		5	28	14	23:30		1	7		6			
11:45		1	14	17	23:45		1	2	3	18	5	19	39

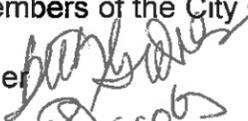
Total Vol.	102	549	669	1320		141	1372	954	2467
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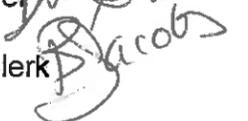
Split %	AM				PM				Total
	NB	SB	EB	WB	NB	SB	EB	WB	
	7.7%	41.6%	50.7%	34.9%	5.7%	55.6%	38.7%	65.1%	
Peak Hr.	06:45	07:45	06:45	07:45	Peak Hr.	13:30	16:15	14:30	14:45
Volume	23	139	164	291	Volume	28	208	171	383
P.H.F.	0.719	0.869	0.895	0.887	P.H.F.	0.583	0.812	0.777	0.803
7-9 Vol.	40	227	278	545	4-6 Vol.	24	400	231	655
Peak Hr.	07:00	07:45	07:00	07:45	Peak Hr.	16:15	16:15	17:00	16:45
Volume	22	139	141	291	Volume	13	208	118	333
P.H.F.	0.688	0.869	0.820	0.887	P.H.F.	0.813	0.912	0.694	0.946



**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: March 2, 2011

SUBJECT: **Ordinance No. 931, Second Reading.** Amending Title 18 of the Norco Zoning Ordinance by Pre-Zoning Approximately 1.8± Acres of Land as "SP" (specific plan) Located on the Southwest Side of Parkridge Avenue North of Cota Street. Zone Change 2010-02 (Pre-Zone)

RECOMMENDATION: Adopt **Ordinance No. 931** for second reading.

SUMMARY: The first reading of Ordinance No. 931 was held on February 16, 2011 and was adopted by the City Council with a 5-0 vote. Staff is recommending that the City Council adopt Ordinance No. 931 for second reading. The ordinance amends Title 18 of the Norco Zoning Ordinance by Pre-Zoning Approximately 1.8± Acres of Land as "SP" (specific plan) Located on the Southwest Side of Parkridge Avenue North of Cota Street.

/bj-77840

Attachment: Ordinance No. 931

ORDINANCE NO. 931

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA AMENDING TITLE 18 OF THE NORCO ZONING ORDINANCE BY PRE-ZONING APPROXIMATELY 1.8± ACRES OF LAND AS "SP" (SPECIFIC PLAN) LOCATED ON THE SOUTHWEST SIDE OF PARKRIDGE AVENUE NORTH OF COTA STREET. ZONE CHANGE 2010-02 (PRE-ZONE)

WHEREAS, FUSCOE ENGINEERING, INC., initiated an application for a zone change (pre-zone) on property generally described as:

Being a portion of Lots 7 and 8 in Block 97 of Auburndale Colony and Townsite, in the City of Corona, County of Riverside, State of California, as shown by Map recorded in Book 6, Pages 20 and 21 of Maps, Records of San Bernardino County, California,

More generally described as approximately 2.01 acres located on the southwest side of Parkridge Avenue, north of Cota Street (APN 119-070-013); and

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

WHEREAS, notice of public hearing on said petition has been given in the manner and for times required by law; and

WHEREAS, at the time set at 7 p.m. on January 12, 2011, within the Council Chambers at 2820 Clark Avenue, Norco, California, 92860, said petition was heard by the Planning Commission for the City of Norco; and

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

WHEREAS, said Planning Commission adopted Resolution 2011-04 recommending that the City Council approve Zone Change 2010-02 (pre-zone); and

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

WHEREAS, the Zone Change (pre-zone) was scheduled for public hearing on February 16, 2011 on or about 7 p.m. in the Council Chambers at 2820 Clark Avenue, Norco, California 92860; and

WHEREAS, at the time set, the City Council held a public hearing and received both oral and written testimony pertaining to the Zone Change; and

WHEREAS, the City of Norco, acting as the Lead Agency, has determined that the project is exempt from the California Environmental Quality Act (CEQA) and the City of Norco Environmental Guidelines per Class 32.

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

I. FINDINGS:

- A. The proposed zone change does comply with all applicable requirements of the Norco Municipal Code, the Zoning Ordinance and the General Plan in that the site is contiguous to the City boundary and will be designated the same land use as the contiguous property within the City boundary (Specific Plan).
- B. The site of the zone change is of such a size and shape that use of the property can be done in compliance with the requirements of the Norco Zoning Ordinance, Specific Plan Zone.
- C. The proposed zone change is reasonably compatible with the area immediately surrounding the project site in that the area to the north and south, in the City of Norco, is zoned with the same zoning designation.
- D. The proposal is not detrimental, or non-desirable, to the public convenience or general welfare of the persons residing or working in the surrounding neighborhood.
- E. The proposal is not injurious to surrounding properties, nor does the project adversely impact the use of adjoining parcels.
- F. The City of Norco has been determined to be the Lead Agency for environmental reporting purposes pursuant to State and local environmental guidelines, and has determined that the project is exempt from the California Environmental Quality Act (CEQA) and the City of Norco Environmental Guidelines per Class 32.

II. DETERMINATION:

NOW, THEREFORE, in light of evidence and testimony presented at the hearing on this application, and in conformity with the findings set forth hereinbefore, and with the requirements necessary for the approval of the Zone Change, the City Council for the City of Norco does hereby approve Zone Change 2010-02 (pre-zone).

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held March 2, 2011.

Mayor of the City of Norco, California

ATTEST:

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

I, Brenda K. Jacobs, City Clerk of the City of Norco, California, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Norco, California, duly held on February 16, 2011 and thereafter at a regular meeting of said City Council duly held on March 2, 2011, it was duly passed and adopted by the following vote of the City Council.

AYES:
NOES:
ABSENT:
ABSTAIN:

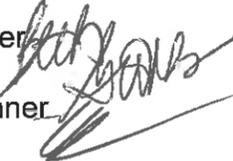
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Norco, California, on March 2, 2011.

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

/sk-77760

**CITY OF NORCO
STAFF REPORT**

TO: Honorable Mayor and Members of the City Council

FROM: Beth Groves, City Manager 

PREPARED BY: Alma Robles, Senior Planner 

DATE: March 2, 2011

SUBJECT: **Appeal Hearing on Planning Commission Denial of:**
Conditional Use Permit 2010-09 (Klinkenborg): A request for approval to allow a 2,000 square-foot accessory storage building at 2285 Santa Anita Road located within the A-1-20 zone

RECOMMENDATION: Staff recommends that the City Council concur with the Planning Commission's denial of Conditional Use Permit 2010-09.

SUMMARY: At its meeting held on January 26, 2011, the Planning Commission denied Conditional Use Permit 2010-09, a request for approval to allow a 2,000 square-foot storage metal building at located at 2285 Santa Anita Road located within the A-1-20 zone (ref. Exhibit "A" – Location Map). The project was denied without prejudice meaning that the applicant can redesign and resubmit. Subsequent to the Planning Commission's determination, the project was appealed by the City Council for its consideration.

BACKGROUND/ANALYSIS: Accessory buildings 864 square feet or larger require the approval of a conditional use permit by the Planning Commission. Attached for the Council's review is the site plan, along with a picture example (that reflects the building type and material but not the actual building or size) for the proposed building that was reviewed by the Planning Commission (ref. Exhibit "B" – Site Plan and Exhibit "C" – Building Elevation Example Picture).

The following accessory building criteria was considered by the Planning Commission in its review of Conditional Use Permit 2010-09:

The proposed building meets all of the following requirements:

- A minimum of 5 feet from property lines and 10 feet from any other structure is required for accessory buildings. **The proposed building will meet these requirements.**
- The maximum height of any accessory structure 864 square feet or larger is 20 feet, or as approved by the Planning Commission. **The proposed structure will have a maximum height of 16 feet measured to the ridge (14-foot walls).**
- The maximum lot coverage of all structures shall be not more than 40% of the total pad area. The pad area is defined as the "flat" part of the lot (4% grade or less). **The subject property is 20,037 square feet in size. The lot has a slope that ranges from 1% to 50%, but the flat area of the property is at least 15,000 square feet. The pad coverage for**

the property is no more than 37%, which takes into account the existing and proposed structures.

- A contiguous open animal area must be shown on the site plan which must be rectangular in shape with a minimum of 24 feet on any side. The total open area must be equal to the allowed number of animal units multiplied by 576 square feet. **Based on the size of the property, a total of 5 animal units would be allowed which would require an open area of at least 2,880 square feet. The applicant proposed the animal area inbetween the existing patio attached to the house and the proposed building, as indicated on the site plan. This area consists of about 3,250 square feet, and currently includes a swimming pool (ref. Exhibit "D" – Aerial Photo and Site Pictures). The applicant proposed to demolish/remove the pool as a condition of approval, to meet the required open animal area.**

The Planning Commission determined that the building was too big/not in proportion with the property and that the proposed location of the open animal area (next to the house) was inappropriate/non-practical. As such, the findings for the approval of the conditional use permit could not be made and the project was denied (ref. Exhibit "E" – Minutes dated January 26, 2011 and Exhibit "F" – Planning Commission Denial Resolution 2011-14).

Should the Council overturn the decision of the Planning Commission and approve Conditional Use Permit 2010-09, a resolution for approval will be prepared and presented to the Council for adoption at the next scheduled meeting.

/adr-77847

Attachments:

Exhibit "A" – Location Map

Exhibit "B" – Site Plan

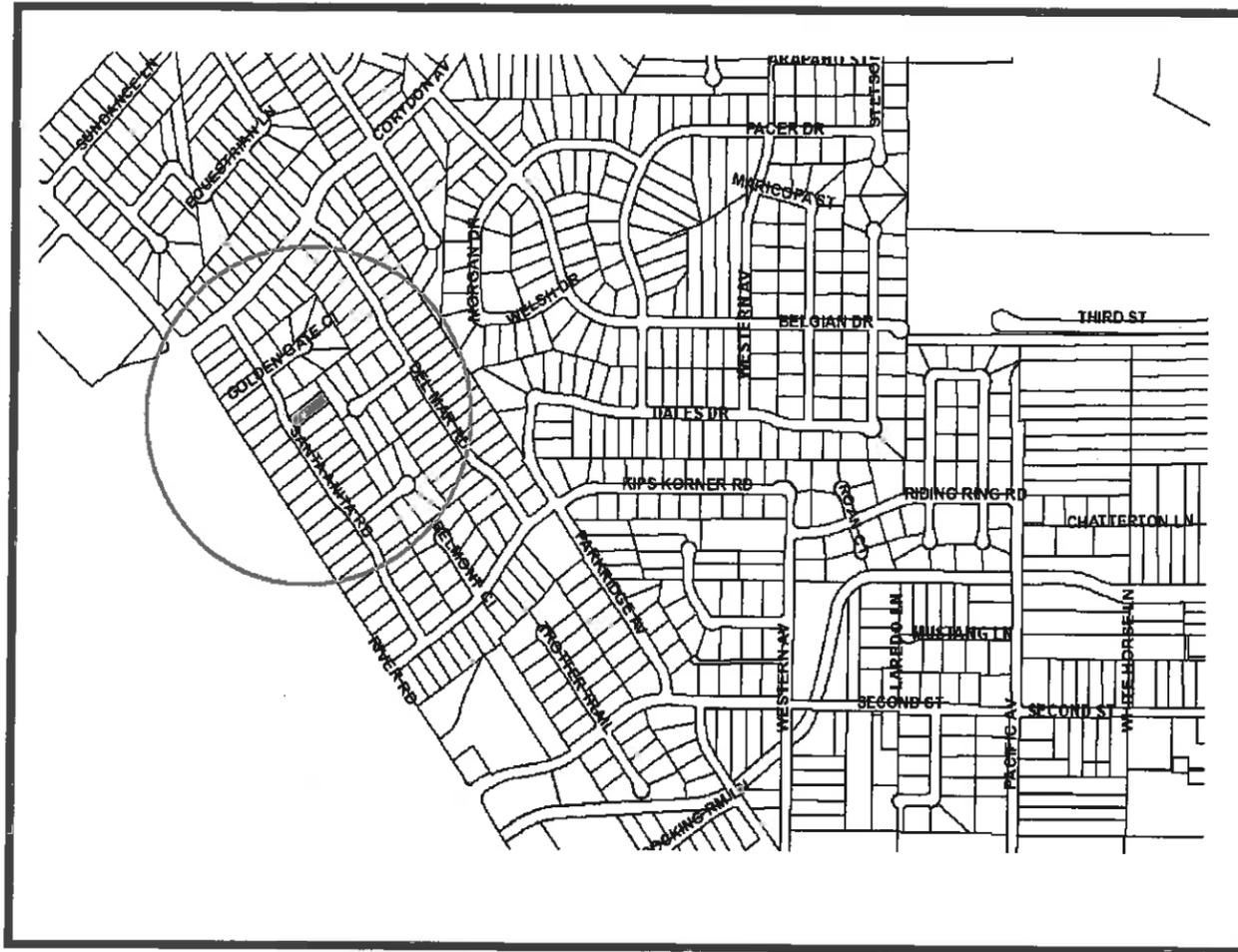
Exhibit "C" – Building Elevation Example Picture

Exhibit "D" – Aerial Photo and Site Photos

Exhibit "E" – Minutes dated January 26, 2011

Exhibit "F" – Planning Commission Denial Resolution 2011-14

LOCATION MAP



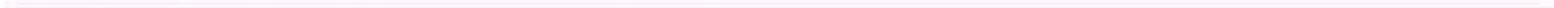
Not to Scale



PROJECT: Conditional Use Permit 2010-09
APPLICANT: Roger Klinkenborg
LOCATION: 2285 Santa Anita Road

Exhibit "A"

EXHIBIT "C"



AERIAL



N1

Exhibit "D"

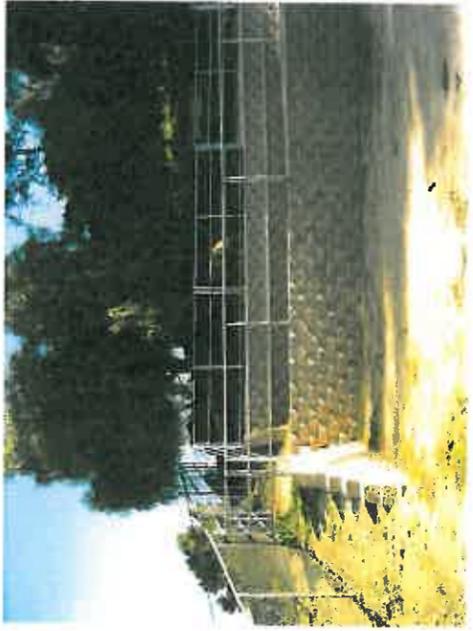


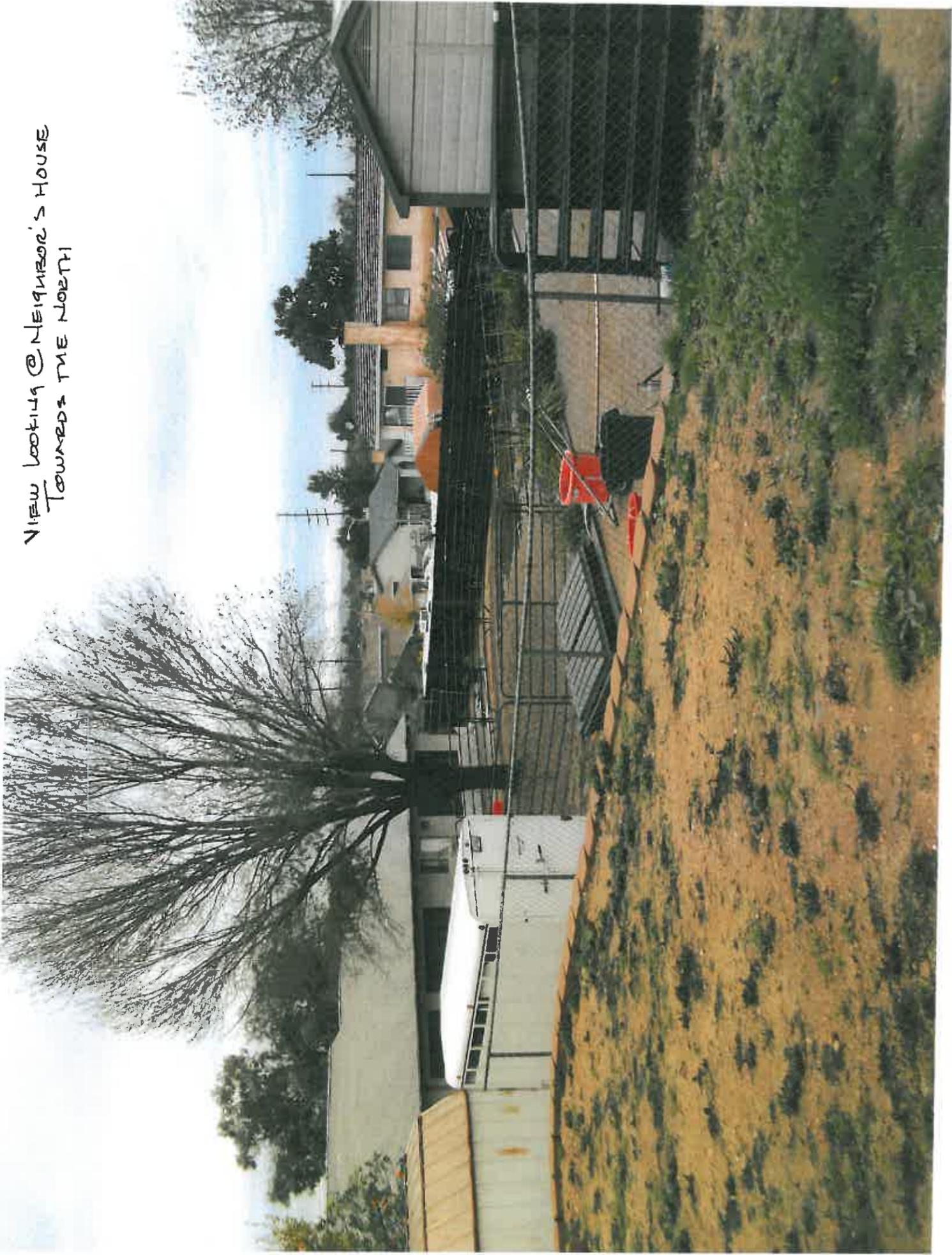
Exhibit "D"



VIEW LOOKING AT NEIGHBOR'S HOUSE TOWARDS THE SOUTH



VIEW LOOKING @ NEIGHBOR'S HOUSE
TOWARDS THE NORTH



- B. **Resolution 2011-___**: Conditional Use Permit 2010-09 (Klinkenberg): A Request for Approval to allow a 2,000 Square-Foot Accessory Storage Building at 2285 Santa Anita Road located within the A-1-20 Zone.
Recommendation: Approval. Senior Planner Robles

SP Robles presented the staff report on file in the Planning Division. She distributed examples of what the building could potentially look like. The applicant is proposing to demolish/remove a pool in order to extend the open animal area if required. SP Robles asked for direction and provide revisions as needed.

In response to PC Jaffarian, SP Robles stated that she reviewed the site directly and verified the calculations based on the plan provided by applicant.

SP Robles noted that the samples provided to the PC are just a guide as to what it may or may not look like.

Applicant Robert Klinkenberg: Mr. Klinkenberg gave an overview of the probable look of the building once it is painted, and that he plans for it to match the color of the house. He noted that it will look similar to the picture provided on Exhibit C, but will add a roll-up door and an entrance door. Mr. Klinkenberg also confirmed that the accessory building is for storage purposes only.

Chair Hedges OPENED the public hearing, indicated that proper notification had been made and asked for the appearance of those wishing to speak.

Ron Gagnon: Mr. Gagnon is a neighbor and stated his concern with the view he will have due to the location of the building as the neighborhood is built on a tiered level. He added that he also has concerns with the height.

Ally Gagnon: Mrs. Gagnon noted that she is against approval of this CUP and also has concerns with what will be stored in the building.

Lance Gregory: Mr. Gregory asked questions regarding on how are code violations of this, or any other, CUP going to be policed and what type of actions would be taken.

Chair Hedges CLOSED the public hearing, bringing the discussion back to the Commission.

PC Henderson stated that he feels this building is too large for this property in comparison to the house.

PC Jaffarian agreed that the building is too large but noted that it is within the regulations of what could be allowed through a CUP process. He added that he feels this building would

EXHIBIT "E"

be difficult to convert to animal keeping as it is not located near an animal open area. He asked for staff to again review the placement of the building.

Vice Chair Wright concurred and agreed that the size is too big.

Chair Hedges noted that she had the same concerns and was glad to hear from the neighbors who came to let their concerns be known.

M/S Henderson/Wright to deny without prejudice, Conditional Use Permit 2010-09

PC asked staff to review with the applicant the scale and height of the structure; offering the applicant the right to bring this request back to Planning Commission should he choose to.

AYES: Unanimous

Motion Carried

RESOLUTION NO. 2011-14

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF NORCO DENYING A CONDITIONAL USE PERMIT TO ALLOW A 2,000 SQUARE-FOOT ACCESSORY METAL STORAGE BUILDING AT 2285 SANTA ANITA ROAD LOCATED WITHIN THE A-1-20 ZONE. (CONDITIONAL USE PERMIT 2010-09)

WHEREAS, an application to the City of Norco, California was submitted for a conditional use permit under the provisions of Chapter 18.45, Title 18 of the Norco Municipal Code by ROGER KLINKENBORG on property located at 2285 Santa Anita Road (APN 121-261-006).

WHEREAS, notice of a public hearing on said petition was given in the manner and for times required by law; and

WHEREAS, at the time set, at 7 p.m. on January 26, 2011 within the Council Chambers at 2820 Clark Avenue, Norco, California, 92860, said petition was heard by the Planning Commission for the City of Norco; and

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

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

I. FINDINGS:

A. The requested Conditional Use Permit may adversely affect the general welfare of persons residing or working in the neighborhood thereof.

B. The requested use may adversely affect the adjoining land uses.

II. DETERMINATION:

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Norco, California, in session assembled February 9, 2011, to reflect by resolution action taken on January 26, 2011, that the aforesaid application for a conditional use permit is denied, without prejudice.

EXHIBIT "F"

PASSED AND ADOPTED by the Planning Commission at a regular meeting held on February 9, 2011.

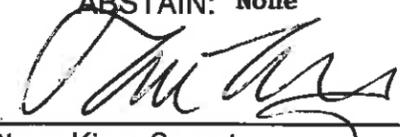

Patricia Hedges, Chair
Planning Commission
City of Norco, California

ATTEST:


Steve King, Secretary
Planning Commission
City of Norco, California

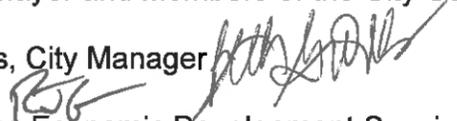
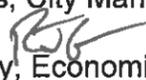
I HEREBY CERTIFY that the foregoing Resolution was adopted by the Planning Commission of the City of Norco at a regular adjourned meeting thereof held on February 9, 2011 by the following roll call vote:

AYES: Hedges, Henderson, Jaffarian and Wright
NOES: None
ABSENT: None
ABSTAIN: None


Steve King, Secretary
Planning Commission
City of Norco, California

/sk-77740

**CITY OF NORCO
STAFF REPORT**

TO: Honorable Mayor and Members of the City Council
FROM: Beth Groves, City Manager 
PREPARED BY: Roger Grody, Economic Development Specialist 
DATE: March 2, 2011
SUBJECT: Amendments to Comprehensive Fee Resolution
RECOMMENDATION: Adopt **Resolution No. 2011-____**, amending Resolution No. 2010-61 to update and adjust fees for General City Services to add film permit fees to the City's Comprehensive Fee Schedule.

SUMMARY: On October 20, 2010, the City Council adopted Resolution No. 2010-61 updating the fees for general City services. The proposed Resolution recommends that fees be added to the City's Comprehensive Fee Schedule to provide for the filming of motion pictures, television and commercials in the City of Norco.

BACKGROUND/ANALYSIS: Until recently, there were no regulations governing commercial filming in the City of Norco. The establishment of new film regulations, codified in Ordinance No. 930 (Code Amendment 2011-01), adopted by City Council on February 16, 2011 and effective on March 18, 2011, provides a film program that makes the City of Norco a viable shooting location, while mitigating the impact of filming on streets and neighborhoods. The establishment of a filming permit fee system will ensure that producers abide by the new filming regulations, as well as cover the City's administrative costs.

The fees contained in the proposed resolution are consistent with industry standards and comparable to other Inland Empire communities. Specifically, they are calculated to cover administrative expenses incurred by the City without creating hardships for permit applicants.

FINANCIAL IMPACT: No significant financial impact is anticipated.

Attachment: Resolution No. 2011-____

/rg-77859

RESOLUTION NO. 2011-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA, AMENDING RESOLUTION NO. 2010-61 TO UPDATE AND ADJUST FEES FOR GENERAL CITY SERVICES

WHEREAS, pursuant to Government Code Section 54994.1 the specific fees to be charged for services must be adopted by the City Council by Resolution, after providing notice and holding a public hearing; and

WHEREAS, notice of public hearing has been provided in accordance with Government Code Section 6062a, oral and written presentations made and received, and the required public hearing held; and

WHEREAS, a schedule of fees and charges to be paid by those requesting such special services needs to be adopted so that the City might carry into effect its policies; and

WHEREAS, all requirements of California Government Code Section 54994.1 are hereby found to have been complied with.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NORCO, HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The General City Services fees contained in Resolution No. 2010-61, are hereby updated as listed in Section 3 of this Resolution.

SECTION 2. All fees set forth in this Amended Resolution are for each identified process. Additional fees shall be required for each additional process or service that is requested or required. Where fees are indicated on a per unit of measurement basis, the fee is for each identified unit or portion thereof within the indicated ranges of such units.

A. Where additional fees need to be charged and collected for completed staff work or where a refund of excess deposited monies is due, and where such charge or refund is \$10 or less, a charge or refund need not be made, unless demand is made pursuant to California Government Code Sections 50050, 50052, 50052.5, 50055 and 50056 and amendments thereto.

B. The "fully burdened" hourly rate applicable to each staff person is derived from computing the hourly work rate (annual salary/available work hours), fringe benefit percentage, overhead rates for the department, and percentage of operating expenses, building occupancy charges and fixed assets applicable. The "fully burdened" hourly rates are the rates as established by and included in the study. The "fully burdened" hourly rate is synonymous with "fully allocated" work rate.

C. Time and Materials Deposits. Certain types of applications have been determined by the City Council to benefit the applicant. Therefore, these deposit

projects will be billed on a time and materials basis including applicable administrative overhead:

Project costs including City Attorney, City staff, City Engineer and other fees including overhead costs for staff and contract personnel. All deposit fees shall be due and payable immediately upon presentation of a billing statement by the City. All deposited fees not used to process and manage the application shall be refunded after receipt and payment of final project-related bills. Staff billing rates are established as outlined in Section 2.B. as "fully burdened" hourly rate.

D. Billing. Failure to pay all charges invoiced within thirty days of the date of invoice shall be considered a sufficient cause to stop processing until full payment is made. The City will accept cash, cashiers checks, bank checks or credit cards for payment. Work on a deposit project will not commence until payments have cleared the bank and funds have been transferred to the City. Projects shall not have been deemed approved until all City fees have been paid in full.

SECTION 3. The City Council of the City of Norco hereby adopts the following fees to be added to the City's Comprehensive Fee Schedule (the underlined are the additions):

Filming—Permit Fees:

Flat Fee (1 to 4 days of shooting) \$325.00 (exclusive of all Public Safety, Public Works and Legal expenses, charged at fully-burdened hourly rate)
Flat Fee (4-plus days of shooting) \$500.00 (exclusive of all Public Safety, Public Works and Legal expenses, charged at fully-burdened hourly rate)

SECTION 4. Subject to the required Public Hearing, the fees and services charges listed above shall be adjusted annually by the Director of Fiscal Support Services based on changes in the Consumer Price Index. Notwithstanding, a full cost analysis and review of all fees and charges will be done every three to five years.

SECTION 5: The City Council of the City of Norco hereby finds and determines that the fees herein adopted as set forth in Section 3 hereof do not exceed the estimated reasonable cost of providing the service for which the fee is charged.

SECTION 6. The City Council of the City of Norco further finds and determines that certain services and activities provided by the City of Norco generally benefit the public and promote and protect the morals, health, safety and welfare of the residents of the City of Norco and that in consideration for such public benefit and the promotion of the public good, the fees herein established and adopted for such services and activities are less than the actual cost of providing the service or activity for which the fee is charged.

SECTION 7: Those fees set forth in Resolution No. 2010-26 and Resolution No. 2010-61 shall be upheld and shall remain effective.

SECTION 8: Those fees set forth in this Amended Resolution shall become effective immediately.

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held on March 2, 2011.

Mayor of the City of Norco, California

ATTEST:

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

I, BRENDA K. JACOBS, City Clerk of the City of Norco, California do hereby certify that the foregoing Resolution was introduced and adopted by the City Council of the City of Norco at a meeting held on March 2, 2011 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 March 2, 2011.

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