



AGENDA
CITY OF NORCO
CITY COUNCIL/COMMUNITY REDEVELOPMENT AGENCY
REGULAR MEETING
CITY COUNCIL CHAMBERS – 2820 CLARK AVENUE
JULY 6, 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 WILL RECESS TO CLOSED SESSION (SECTION 54954) TO CONSIDER MATTERS:

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

Number of Potential Cases: 1

RECONVENE PUBLIC SESSION: 7:00 p.m.

REPORT OF ACTION(S) TAKEN IN CLOSED SESSION (§54957.1): *City Attorney*

PLEDGE OF ALLEGIANCE: Council Member Azevedo

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

PRESENTATIONS: Sergeant Custodio Ponce
In Recognition of Receiving the
LAPD Medal of Valor

Parks and Recreation Month – July 2011

Commission Service Appreciation
Glenn Hedges

EDAC Service Appreciation
Jeff Compton

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 June 15, 2011
Recommended Action: Approve the CRA Minutes (City Clerk)
 - B. **Approval of First-Time Homebuyer Case No. 2011-01 in the Amount of \$29,250. Recommended Action: Approval** (Housing Manager)
 - C. **Approval of First-Time Homebuyer Case No.2011-02 in the Amount of \$29,950. Recommended Action: Approval** (Housing Manager)
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 June 15, 2011
Recommended Action: Approve the City Council Minutes (City Clerk)
 - B. **Recap of Actions Taken at the Planning Commission Regular Meeting of June 29, 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 a Cooperation Agreement for the City of Norco to Participate in the County of Riverside's Urban County Program for Fiscal Years 2012-13, 2013-14 and 2014-15. Recommended Action: Approval** (Housing Manager)

- E. Approval of a Reimbursement Agreement between the City of Norco and Balboa Management Group, LLC. **Recommended Action: Adopt Resolution No. 2011-___, approving a Reimbursement Agreement between the City of Norco and Balboa Management Group, LLC to fund weed abatement and site maintenance of the Silverlakes property.** (Public Works Director)
 - F. Acceptance of Bids and Award of Contract for the Norco Drive Sewer and Water Improvements Project. **Recommended Action: Accept bids submitted for the installation of sewer and water improvements and award a contract to Vido Samarzich, Inc. in the amount of \$166,446 and authorize the City Manager to approve contract change orders up to 10 percent of the contract amount.** (Public Works Director)
 - G. Award of Contract for Riverside County Flood Control and Water Conservation District Master Drainage Plan Storm Drain Design Services. **Recommended Action: Award a professional design services contract to Armstrong and Brooks Consulting Engineers for a not-to-exceed amount of \$94,555.** (Public Works Director)
 - H. Discussion of Zoning Standards that Regulate the Maximum Number of Roosters Allowed on Properties in the A-1 Zone. **Recommended Action: Direct the Planning Commission to take the matter up for discussion and report back at a later date any proposed recommendations.** (Planning Director)
4. ITEMS PULLED FROM CITY COUNCIL CONSENT CALENDAR:
5. CITY COUNCIL PUBLIC HEARINGS:
- A. Consideration of documents related to Silverlakes Equestrian & Sports Park by and between the City of Norco and Balboa Management Group, LLC

In January of 2008, the Norco City Council/Norco Redevelopment Agency ("City/Agency") approved a Memorandum of Understanding ("MOU") with Belstarr Sports Management, LLC to proceed with development of a recreation and park facility on the Silverlakes site. Balboa Management Group, LLC is the successor entity to Belstarr Sports Management, LLC and is hereby referred to as Balboa. The MOU outlined the roles, expectations, goals and responsibilities of the parties.

Subsequently, on March 4, 2009 the City Council approved Conditional Use Permit 2008-09 (CUP) and certified the project environmental impact report (EIR). Since that time, active negotiations have been underway resulting in key legal documents the City Council must approve for the development to proceed.

On August 11, 2010, the City of Norco Planning Commission conducted a public hearing to consider the Silverlakes Development Agreement and voted unanimously to approve Planning Resolution 2010-11 recommending that the City Council approve the Development Agreement. The Development Agreement was considered through the public hearing process at this same meeting.

Approval of these documents from the City Council is required so that Balboa in cooperation with the City of Norco can move forward with the development of the Silverlakes Equestrian & Sports Park.

Recommended Action: Approve and adopt in separate actions:

- a. **Norco Silverlakes Ground Lease by and between the City of Norco (Landlord) and Balboa Management Group, LLC (Tenant).**
- b. **Norco Silverlakes Shared Use Agreement by and between the City of Norco (Landlord) and Balboa Management Group, LLC (Tenant).**
- c. **Resolution No. 2011-___, Restating the Conditions of Approval of Resolution No. 2009-08 (Adopted on March 4, 2009) relating to Conditional Use Permit No. 2008-09 for the Silverlakes Equestrian & Sports Park located on the east side of Hamner Avenue north of the Santa Ana River.**
- d. **Ordinance No. 2011-___, for first reading. Approving the Development Agreement between the City of Norco and Balboa Management Group, LLC for the Silverlakes Equestrian & Sports Park.**
- e. **Resolution No. 2011-___, approving findings that the Silverlakes Sports and Equestrian Park Project is consistent with the Deed Restriction on the 122-acre Silverlakes Property.**
- f. **Funding, Construction and Acquisition Agreement by and between the City of Norco and Balboa Management Group, LLC, a Delaware Limited Liability Company.**

(City Manager)

- B. Amendment to the Norco Municipal Code to Establish the Criteria for One, Two, and Three Year Dog Licensing Throughout the City of Norco

Code Amendment 2011-03 is a City-initiated proposal to amend Title 6 of the Norco Municipal Code (NMC) for "Dog Licensing Process" for rabies control required by the State of California. This code amendment is to establish criteria for the one, two, and three year dog licensing process. In addition, it will standardize the process with other agencies' rabies licensing programs.

Recommended Action: Adopt Ordinance No. ____ for first reading.
(Parks, Recreation & Community Services Director)

- C. Amendments to the City's Comprehensive Fee Resolution

On June 2, 2010, the City Council adopted Resolution No. 2010-26 updating the fees for general City services. On October 20, 2010, the City Council adopted Resolution No. 2010-61, amending the General Fees not included in the previous revision to include Parks, Recreation & Community Services. Again on May 4, 2011, City Council adopted Resolution No. 2011-22, revising fees for the Building Division services. This proposed Resolution recommends adjustments to certain fees based on the changes to the Consumer Price Index from March 2010 to March 2011 and addition of certain new fees to the Comprehensive Fee Schedule.

Recommended Action: Adopt Resolution No. 2011-____, updating and adjusting fees for General City Services. (Deputy City Manager/Director of Finance)

- D. Public Hearing Confirming Costs for Spring Weed Abatement

The 2011 Spring Weed Abatement Report of Costs lists property owners whose vacant parcels were abated by the Fire Department's weed abatement contractor for the 2011 Spring Weed Abatement Program. After Council adopts the Resolution, property owners will be invoiced for payment of the abatement.

Recommended Action: Adopt Resolution No. 2011-____, confirming the report of costs for abatement of weeds and hazardous vegetation as a public nuisance and imposing special assessment liens on vacant parcels within the City. (Fire Department)

6. 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.
7. OTHER MATTERS – COUNCIL:
8. OTHER MATTERS – STAFF:
9. 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-78454



MINUTES
CITY OF NORCO
CITY COUNCIL/COMMUNITY REDEVELOPMENT AGENCY
REGULAR MEETING
CITY COUNCIL CHAMBERS – 2820 CLARK AVENUE
JUNE 15, 2011

CALL TO ORDER: Mayor Hanna called the meeting to order at 7:00 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: Cooper, Groves, Jacobs, King, Okoro, Petree and Thompson

City Attorney Harper– **Present**

PLEDGE OF ALLEGIANCE: Mayor Hanna

INVOCATION: Calvary Chapel – Norco
Pastor Louie Montieth

A "Moment of Silence" was held in Memory of Gerry Sassin, long time Norco resident and former City employee.

PROCLAMATIONS: Hidden Valley Golf Club
2011 NGCOA Course of the Year

Mayor Hanna presented a proclamation to Jay Miller in recognition of Hidden Valley Golf Club being named as the 2011 NGCOA Course of the Year.

PRESENTATION: Certificates In Recognition of the Cougar Wrestling Club Team Accomplishments

Mayor Hanna presented the members of the Cougar Wrestling Club with certificates acknowledging their individual contributions to the Team.

REGULAR COMMUNITY REDEVELOPMENT AGENCY (CRA) AGENDA AS FOLLOWS:

1. CRA CONSENT CALENDAR ITEMS:

M/S Sullivan/Bash to approve the CRA Minutes. 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 June 1, 2011

Recommended Action: Approve the CRA Minutes (City Clerk)

2. JOINT CRA/CITY COUNCIL PUBLIC HEARINGS:

A. Approving and Adopting the City and the Norco Redevelopment Agency Operating Budgets Including Related Personnel Adjustments for Fiscal Year 2011-2012 and Authorizing Appropriations Therefrom

The FY 2011-2012 Proposed Budget for the General Fund includes total estimated revenues of \$12,803,219 and total estimated expenditures of \$13,030,930. The estimated deficit of \$227,711 is expected to be covered by anticipated revenue revisions or additional expenditure reductions during the Fiscal Year. Water Fund total revenues are estimated to be \$9,003,662 while total expenditures are estimated to be \$8,306,254. Sewer Fund total revenues are estimated to be \$4,755,882 and total expenditures are estimated to be \$4,649,970. For the rest of the City Operating Funds, including Gas Tax, NPDES, AQMD and Miscellaneous Grant Funds, total estimated revenues exceed total expenditures. (See Attachment A) For the Redevelopment Agency, total estimated revenues for the Operating Fund are \$14,433,377 while total estimated expenditures are \$16,207,088. The estimated deficit of \$1,773,711 is proposed to be funded by drawing from existing fund balance. The Low-to-Moderate Income Housing Fund of the Agency's FY 2011-2012 Proposed Budget includes total estimated revenues of \$3,007,304 and total estimated expenditures of \$2,367,198.

Recommended Actions: Receive public comments on the proposed Annual Operating Budgets for the City of Norco and the Norco Redevelopment Agency; adopt Resolution No. 2011-__, approving and adopting the City Operating Budget and related personnel adjustments for Fiscal Year 2011-2012 and authorizing appropriations therefrom; and adopt CRA Resolution No. 2011-__, approving and adopting the Norco Redevelopment Agency Budget

and related personnel adjustments for Fiscal Year 2011-2012 and authorizing appropriations therefrom. (City Manager/Executive Director and Deputy City Manager/Director of Finance)

City Manager Groves introduced the item and noted the proposed elimination of redevelopment agencies in the State of California, and when signed by the Governor, will be effective immediately. She recommended going forward to adopt the budget tonight and not changing the course at this time, adding that short-term adjustments may need to be made and the Budget is a process and necessary for the City to adopt by July 1 in order to operate. She presented information regarding the City and the Norco Redevelopment Agency Operating Budgets for Fiscal Year 2011-2012. The revenues are based on the most current information available and are very fragile. She stated that Budget Workshops were held detailing the revenues and expenditures and the direction from the Council was incorporated into this budget currently being presented. An overview of the General Fund was presented, noting the \$12,803,219 projected revenues and the \$13,030,930 projected expenditures, with a remaining deficit of \$227,711. The Budget will be balanced using unallocated funds/reserves. Key actions were taken to reduce the deficit in the Fire Department (\$1.4 million), Norco Sheriff Department (\$705,000) and the Parks, Recreation, Animal Control Building and Parks Maintenance (\$112,000). Other key actions to reduce the deficit were also presented, all resulting in service impacts. The revenues and expenditures will be watched and will be brought back to the Council when needed. The emergency reserve for the City was set in a resolution as a goal to have 25% of its General Fund "estimated expenditures" for current budget. The current reserve is at 6% at \$770,011. Under that requirement, the budget would require a 4/1 vote for approval. The Water and Sewer Funds revenues and expenditures were presented, along with how they are derived and spent. The Redevelopment Agency Operating Budget was presented noting the \$14.4 million estimated total revenues and \$16.2 estimated total expenditures. Once a better sense is gained regarding the Redevelopment Agency Budget, discussions will be held with the Council regarding how to proceed.

Council Member Newton commented on the budget overview and analysis, complementing City staff on all of their hard work, noting the budget is fragile and sobering. He stated that on the other side, this is the first year a balanced budget was presented. He commented on the fragility of the fund balance and cash reserves. Council Member Newton further commented and asked questions to City staff regarding specific funds.

Mayor Pro Tem Bash stated that he is nervous about the closure of Neal Snipes Park, noting the commercial growth in the City, and the concerns about the eyesore it may create. He added that he is hoping to find a way to use that Park in some sort of commercial way. He further commented on decisions that Norconians will need to make and also commented on how difficult it would be for him to justify a tax. Mayor Pro Tem Bash stated that the budget will need to be watched and further stated that the residents need to fight for the community.

Council Member Azevedo complimented staff on their work on the budget and added that she is worried about it being so fragile and asked about a possible increase in building fees with some proposed projects. Deputy City Manager/Director of Finance Okoro stated that those projected amounts have been included in the budget based on the two known proposed developments in the amount of \$71,000. In response to her concerns over the Redevelopment Agency Budget, City Attorney Harper stated that there is a potential for the Agency to stay in existence if they pay a required amount, the other option eliminates the Agency as of October 1. City Manager Groves added that there is a lot that cannot be predicted at this time and the successor agencies have not yet been defined. Council Member Azevedo commented on the 6 percent in the reserves, adding the need to shop in Norco to increase sales tax revenues.

Council Member Sullivan stated that he respectfully disagrees that we cannot afford a tax. He asked for confirmation on how the savings were calculated in the proposed budgets for the Sheriff's Department and the Fire Department. Deputy City Manager/Director of Finance Okoro explained the calculations, noting that the amounts were correct as stated in the proposed Operating Budgets. Council Member Sullivan stated that he cannot approve the Budget at this time, noting that he does not know how to approve something this big with this many changes, noting that he did not have enough time to look it over for comparison purposes. He added that the Fire Department's constant staffing should be discussed by the Council to change the policy.

Mayor Hanna asked Parks, Recreation & Community Services Director Petree about closing Snipes Park and if it is going to be fenced off and how much that would cost. Director Petree stated that it would be fenced off and he has received bids in the amount of \$9,000. Director Petree also stated, in response to Mayor Hanna, that the trail will remain open without access to the Park. In response to Mayor Hanna, Deputy City Manager/Director of Finance Okoro stated that the amount in the budget for Code Compliance salaries and benefits is higher due to the fact that in the last fiscal year, the number of hours worked were not for the entire fiscal year and this Budget includes funding for the entire fiscal year.

Council Member Azevedo commented on Snipes Park and the deed restriction on it, noting that maybe developers would see an opportunity with Silverlakes coming in. City Manager Groves stated that the deed restriction will need to be released before it could be developed and added that staff is looking at different consultants to help in the development of a mixed use project.

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

Ron Laursen. Mr. Laursen, President of the Norco Firefighters Association, stated that the Firefighters understand that tough decisions need to be made and added that they have demonstrated their willingness to work with the City. He noted the impacts from the proposed Firefighter layoffs and reduced administrative staff, adding that it will have an effect on the advanced life support component. He stated that he wants to make

everyone realize that the City needs revenue and should work together and not minimize public safety in the Fire Department as they have had disproportionate cuts made.

Pat Overstreet. Ms. Overstreet commented on the closing of Snipes Park and the use of volunteers or prison crews to keep the Parks cleaned up. She asked that the City please not close the Park.

Mayor/Chairman Hanna CLOSED the public hearing.

Council Member Sullivan stated that the City needs to go back to the bargaining table with the Norco Firefighters Association, noting that there is no way to get anyone else to come in to provide the services for less. He added that next year the City will be in the same boat. He commented on the Redevelopment Agency and his support for it being shut down and how the the money was not spent wisely in the past. He stated that nobody wants taxes, but the reality is that the City will be in worse shape next year at this time, adding his support for placing a tax measure on the ballot, with a drop dead clause of three years.

Council Member Azevedo stated that all of the tax measures placed on the past ballot failed. She added that clearly, Norco residents have stated that they are not prepared to pay for a tax. She commented on the need to generate sales tax and again commented on a mixed-use project on the Snipes Park site.

Mayor Pro Tem Bash commented on Snipes Park and a plan that was created years ago. He added that the City does not want to create another eyesore. He commented on the need to let the public know what is actually going on, noting the negotiations with the Norco Firefighters Association. He added that the City needs to be fiscally responsible and he believes that Norco can band together and fight for what we want in the City.

Council Member Newton commented on the process that needs to be followed to place an initiative on the ballot. He further commented on Fire Department constant staffing, noting that there needs to be a policy regarding how it is applied and used and then that it needs to be monitored closely and differently. Council Member Newton stated that the Budget is sobering. He noted his concerns regarding the fencing off of Snipes Park. City Manager Groves stated that the timing and implementation will be looked at.

Mayor Hanna stated that the Budget is sobering and believes that the numbers are correct and real.

M/S Bash/Newton to adopt Resolution No. 2011-38, approving and adopting the City Operating Budget and related personnel adjustments for Fiscal Year 2011-2012 and authorizing appropriations therefrom; and adopt CRA Resolution No. 2011-10, approving and adopting the Norco Redevelopment Agency Budget and related personnel adjustments for Fiscal Year 2011-2012 and authorizing appropriations therefrom. The motion was carried by the following roll call vote:

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

RECESSED: 8:50 p.m.

RECONVENED: 9:05 p.m.

- B. Capital Improvement Program Budgets for the City of Norco and the Norco Redevelopment Agency for Fiscal Years 2012-2016

Staff and the City Council/Norco Redevelopment Agency ("Agency") Board held a Budget Workshop to discuss the five-year Capital Improvement Program (CIP) Budgets for Fiscal Years 2012-2016. Staff is recommending that the City Council/Agency Board open a Public Hearing to receive input from the public and that at the conclusion of the hearing, further recommends that the City Council/Agency Board approve the CIP Budgets for Fiscal Years 2012-2016.

Recommended Actions: Receive public comments on the proposed Capital Improvement Program Budgets; adopt Resolution No. 2011____, approving and adopting the City of Norco Capital Improvement Program Budget for Fiscal Years 2012-2016; and adopt CRA Resolution No. 2011-____, approving and adopting the Norco Redevelopment Agency Capital Improvement Program Budget for Fiscal Years 2012-2016. (City Manager/Executive Director and Deputy City Manager/Director of Finance)

Deputy City Manager/Director of Finance Okoro reviewed the key points of the Capital Improvement Program (CIP) Budgets. He stated that a Budget Workshop was held on May 18th at which time discussions were held regarding the key CIP projects.

Council Member Newton asked about the repayment timeframe on the two Silverlakes loans. Public Works Director Thompson stated that the repayment amount is the actual amount we pay on the bond payments for those specific dollars one-for-one. The time schedule allows for the repayment over the 28 years left on the debt service schedule for the bonds. He added that the interest rates are the same the City pays. In response to Council Member Newton, Deputy City Manager/Director of Finance Okoro noted that the "Unspecified" money in the Redevelopment CIP was set aside to fund projects that

may come about in the fiscal year and will not require a public hearing for approval. He added that that money is in investment earnings until spent.

Council Member Azevedo asked about the Library lease. Parks, Recreation & Community Services Director Petree noted that he believes that there are a couple years left in the lease. Also in response to Council Member Azevedo's question on Redevelopment funding, Director Petree noted that the Ingalls arena cover has been paid for and the fencing is completed. He added that the electrical is ready to go out to bid and is not already under contract, which could be in risk if the Redevelopment Agency is gone. He further stated that the Animal Control project is already awarded and phase two projects could be in jeopardy.

Council Member Sullivan commented on the projects in the budget, noting his support of the proposed storm drain projects.

Mayor Hanna commented on the "CRC Well Field Reservoir." Public Works Director Thompson stated that it should be called the "Bluff Reservoir" and will be corrected.

Mayor/Chairman 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/Chairman Hanna CLOSED the public hearing.

M/S Sullivan/Bash to adopt Resolution No. 2011-39, approving and adopting the City of Norco Capital Improvement Program Budget for Fiscal Years 2012-2016; and adopt CRA Resolution No. 2011-11, approving and adopting the Norco Redevelopment Agency Capital Improvement Program Budget for Fiscal Years 2012-2016. The motion was carried by the following roll call vote:

AYES: AZEVEDO, BASH, HANNA, NEWTON, SULLIVAN

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

3. OTHER CRA MATTERS: No other CRA Matters

ADJOURNMENT OF CRA: 9:30 p.m.

REGULAR CITY COUNCIL AGENDA AS FOLLOWS:

4. CITY COUNCIL CONSENT CALENDAR ITEMS:

Item 4.E. was pulled by the public and Council Member Azevedo pulled Item 4.C.

M/S Bash/Hanna 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 June 1, 2011
Recommended Action: **Approve the City Council Minutes** (City Clerk)
- B. Recap of Actions Taken at the Planning Commission Regular Meeting of June 8, 2011. **Recommended Action: Receive and File** (Planning Director)
- C. Order of Procedure and Resolutions Necessary for The Annual Assessment Levy Continuing Landscape Maintenance Districts No. 1 – Beazer, Tract 28765; No. 2 – Western Pacific, Tract 25779; No. 3 – Centex, Tract 28826; No. 4 – Norco Ridge Ranch, Tracts 29588 and 29589; and No. 5 – Hawk’s Crest, Tract 30230. **Recommended Actions: Adopt the following Resolutions:**
 - A.) Resolution No. 2011-40, (Beazer); Resolution No. 2011-41, (Western Pacific); Resolution No. 2011-42, (Centex); Resolution No. 2010-43, (Norco Ridge Ranch); Resolution No. 2011-44, (Hawk’s Crest), approving the Engineer’s Preliminary Report for the Annual Levy of Assessments for the Fiscal Year 2011-2012 in said District; and
 - B.) Resolution No. 2011-45, (Beazer); Resolution No. 2011-46, (Western Pacific); Resolution No. 2011-47, (Centex); Resolution No. 2010-48, (Norco Ridge Ranch), Resolution No. 2011-49, (Hawk’s Crest), declaring the City’s intention to provide for an Annual Levy and Collection of Assessments for certain maintenance in an existing District, and setting a time and place for the Public Hearing. (City Engineer) **PULLED FOR DISCUSSION**

- D. Request to Extend the Annual On-Call Street Maintenance Program Service Agreement. **Recommended Action: Approve the extension of the Annual On-Call Street Maintenance Program Service Agreement with Caliber Paving, Inc. for one (1) year through June 30, 2012.** (Public Works Director)
- E. Request to Extend the Annual Street Sweeping Services Contract Agreement. **Recommended Action: Approve the extension of the Annual Street Sweeping Services Contract Agreement with CleanStreet for One (1) year through June 30, 2012.** (Public Works Director) **PULLED FOR DISCUSSION**
- F. Approval of the City Attorney Agreement for Fiscal Year 2011-2012. **Recommended Action: Approve the City Attorney Agreement.** (City Manager)

5. ITEMS PULLED FROM CITY COUNCIL CONSENT CALENDAR:

- 4.C. Order of Procedure and Resolutions Necessary for The Annual Assessment Levy Continuing Landscape Maintenance Districts No. 1 – Beazer, Tract 28765; No. 2 – Western Pacific, Tract 25779; No. 3 – Centex, Tract 28826; No. 4 – Norco Ridge Ranch, Tracts 29588 and 29589; and No. 5 – Hawk’s Crest, Tract 30230. **Recommended Actions: Adopt the following Resolutions:**

A.) Resolution No. 2011-40, (Beazer); Resolution No. 2011-41, (Western Pacific); Resolution No. 2011-42, (Centex); Resolution No. 2010-43, (Norco Ridge Ranch); Resolution No. 2011-44, (Hawk’s Crest), approving the Engineer’s Preliminary Report for the Annual Levy of Assessments for the Fiscal Year 2011-2012 in said District; and

B.) Resolution No. 2011-45, (Beazer); Resolution No. 2011-46, (Western Pacific); Resolution No. 2011-47, (Centex); Resolution No. 2010-48, (Norco Ridge Ranch), Resolution No. 2011-49, (Hawk’s Crest), declaring the City’s intention to provide for an Annual Levy and Collection of Assessments for certain maintenance in an existing District, and setting a time and place for the Public Hearing. (City Engineer)

Council Member Azevedo asked about drains and devised installed in LMD 4. City Engineer Milano stated that 80 of the 102 drains have been installed. He noted that after it rains, the functionality will be reviewed and the next phase of approximately 100 drains will be installed.

Council Member Newton commented on LMD 2, noting it was the only one without a contingency. City Engineer Milano stated that is has been running in a significant deficit and the money is gone. He added that the level of maintenance has been reduced

significantly and further added that a future Proposition 218 election for maintenance measures may be brought to the Council in the future. Council Member Newton asked if fueling modifications have been followed in LMD 4. Parks, Recreation & Community Services Director Petree stated that yes it is followed and added that Valley Crest has a fueling modification. Council Member Newton requested information on the 30 vacant lots entitled and why are they not charged a fee if modifications need to be made. Director Petree will follow up on that request.

M/S Bash/Newton to approve the Resolutions. The motion was carried by the following roll call vote:

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

4.E. Request to Extend the Annual Street Sweeping Services Contract Agreement.
Recommended Action: Approve the extension of the Annual Street Sweeping Services Contract Agreement with CleanStreet for One (1) year through June 30, 2012. (Public Works Director)

Pat Overstreet. Ms. Overstreet commented on the contract for street sweeping services, noting that the company is not doing a good job as they just move the DG around.

M/S Bash/Newton to approve the extension of the Annual Street Sweeping Services Contract Agreement with CleanStreet for One (1) year through June 30, 2012. The motion was carried by the following roll call vote:

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

6. CITY COUNCIL ACTION ITEM:

- A. Planning Information Letter 2011-04: Request for Exception to Nonconforming Land Use Requirements Allowing a "Rebuild Letter" to be Issued for Property Located at 4127 Temescal Avenue Located within the A-1-20 Zone

This is a request for consideration by the City Council of an exception from the Norco Municipal Code (NMC) which prohibits nonconforming uses, in this case a second dwelling in the A-1-20 zone, from being rebuilt in the case of significant destruction. A "Rebuild Letter" is being required by a lending institution as a condition for receiving a loan on property located at 4127 Temescal Avenue located in the A-1-20 zone (ref. Exhibit "A" –

Location Map and Exhibit "B" – Assessor's Parcel Map). Rebuild Letters are typically requested as an assurance to lenders that a non-conforming structure can be rebuilt, and/or a land use may continue even after destruction to more than 50% of the value of the subject building.

Recommended Action: That the request for a "Rebuild Letter" not be granted for the property located at 4127 Temescal Avenue. (Planning Director)

Planning Director King presented the discussion item, noting that the property is in the A-1-20 zone with a second dwelling with a non-conforming use. He reviewed the information presented in the staff report. A letter was presented to the Council, along with a corrected map. Staff recommends denial based on the Norco Municipal Code.

Council Member Sullivan commented on the percentage of coverage on the lot and received confirmation that the lot is approximately 40,000 square feet and both structures have street frontage. Also noted was that both were built before the City was incorporated.

Council Member Azevedo noted how hard it is to get a loan and stated her support for the issuance of a "Rebuild Letter."

Mayor Pro Tem Bash stated that he is nervous about approving this, and noted that the structures were built before the City was incorporated. He stated his support for the issuance of the "Rebuild Letter."

Council Member Newton stated that he agrees with the interpretation and noted it is correct to deny this per the Norco Municipal Code. He noted that the Code should be changed not make exceptions to it. He asked if the Rebuild Letter could be issued with the condition that it goes with the property owner and not with the property. City Attorney Harper stated that under the current Code, this cannot be done as it does not provide for either of the circumstances noted. Council Member Newton further commented on the necessary changes that should be made to the Norco Municipal Code to establish criteria.

Mayor Hanna stated that he previously lived close to this property and noted that the structures did not take away from the animal keeping property. He added that he has no problem approving this.

M/S Azevedo/Bash to approve the "Rebuild Letter" for the property located at 4127 Temescal Avenue and send the discussion back to the Planning Commission to recommend an amendment to the Norco Municipal Code. The motion was carried by the following roll call vote:

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

- B. Appointments to Various City Commissions and the Economic Development Advisory Council (EDAC)

The Council has reviewed applications submitted for vacancies on the Historic Preservation Commission (2); the Parks and Recreation Commission (1); the Planning Commission (1); and the Streets, Trails and Utilities Commission (4) and is recommended to make appointments to serve 4-year terms on the respective Commissions. The Council is also recommended to appoint John Fernandez to the EDAC, as recommended by the EDAC.

Recommended Actions: Appoint two persons to the Historic Preservation Commission; one person to the Parks and Recreation Commission; one person to the Planning Commission; four persons to the Streets, Trails and Utilities Commission and appoint John Fernandez to the EDAC. (City Clerk)

The City Council voted to appoint Linda Dixon and Matthew Potter to the Historic Preservation Commission; appoint Richard Hallam to the Parks and Recreation Commission; appoint Robert Wright to the Planning Commission; appoint Lance Gregory, Vernon Showalter, James Turpin and Sherry Walker to the Streets, Trails and Utilities Commission; and appoint John Fernandez to the EDAC.

- C. Request for Proposals for Fire Protection and Emergency Medical Services in the City of Norco

At its June 1, 2011 meeting, the City Council directed staff to agendize a Request for Proposals ("RFP") regarding Fire Protection and Emergency Medical Services in the City of Norco. An RFP has been drafted and is presented to the Council for consideration.

Recommended Action: Authorize the City Manager to release a Request for Proposals to neighboring jurisdictions that provide Fire Protection and Emergency Medical Services. (City Manager)

City Manager Groves stated that at its June 1st meeting, the City Council directed staff to bring back an RFP for consideration by the Council, which is presented tonight for approval.

Council Member Sullivan asked if everyone was happy with the way it is written, noting his concerns over the section regarding a volunteer program. He stated that he is going to vote against it and noted his concerns regarding the short timeframe.

Council Member Azevedo commented on her concerns regarding the volunteer program and asked if the agencies could submit a proposal without this in it. City Manager Groves stated that this is in the RFP asking to show what their experience is in this and what the cost of developing it would be. Council Member Azevedo noted that she is torn over this process and added that with the chief officers resigning, this is worth looking at.

Herb Higgins. Mr. Higgins stated his concerns over the RFP, noting that this City is unique and the contributions of the Fire Department to the community. He further noted his concerns about what could happen in the future, adding that there is no way the City is going to be able to get the same commitment from any other agency.

Ron Laursen. Mr. Laursen, President of the Norco Firefighters Association, commented on his time vested in the City. He further commented on the history of negotiations held, beginning in February. He noted that proposals received in the past were more expensive and added that the community should be asked what they want to do. Mr. Laursen stated his concerns over the RFP, noting his support to table it at this time.

Council Member Newton stated that he is not happy with the RFP, adding that this is a sad state of affairs that we got to this point, adding that this has nothing to do with the ability of and service the Fire Department provides, but is a budgetary decision.

Mayor Pro Tem Bash stated that the City does not have a choice. He commented on the lack of control of the Fire Department and added that he believes that the residents are beginning to understand how the Department works, and it needs to be done differently.

Council Member Azevedo commented on the need for a comparison at this time and added that she hopes it could benefit the Fire Department. She again noted her concerns with the volunteer program. She noted her support for the FRP only because the City needs options. She also noted concerns with the submittal due date and asked if it could be extended.

Council Member Sullivan recommended not moving forward with the RFP, He commented on specific terms of the negotiations with the NFA, noting that negotiations could continue.

City Attorney Harper reminded the Council Members that the purpose of the discussions held during the negotiations process is confidential.

Mayor Hanna noted the large animal rescues he was involved with side-by-side with the Fire Department. He added that they do a good job and the bottom line is the money. He noted his support to extend the submittal due date to a later time.

Council Member Newton noted that 30 days is an appropriate time and is fair and reasonable. He added that when they respond, if they feel is not enough time, they will call requesting additional time. He commented on the volunteer program noting that this would allow the City to explore these options.

Substitute M/S Bash/Azevedo to to authorize the City Manager to release a Request for Proposals (RFP) to neighboring jurisdictions that provide Fire Protection and Emergency Medical Services with the provision that the City Manager, at her discretion, can extend the time period for the receipt of the RFPs up to two weeks if she believes it is warranted and necessary. The motion was carried by the following roll call vote:

Council Member Azevedo, under discussion, asked if an addendum to the RFP could be sent. City Attorney Harper stated that this would be brought back to the Council for approval.

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

7. PUBLIC COMMENTS OR QUESTIONS:

Adam Candill. Mr. Candill commented on the roosters at 3220 Crestview and the noise and safety issues caused by them. He asked that a future public hearing item be placed on an agenda.

Penny Leach. Ms. Leach commented on the roosters and the noise and safety issues and the parasites resulting from them. She noted her concerns over this type of business in its present location.

Jeff Josselyn. Mr. Josselyn commented on the roosters and stated that this is not in keeping with the values established by the Council

8. OTHER MATTERS – COUNCIL:

- A. Discussion Regarding the City Council Recommendation to Place a Moratorium on the Installation of Pavers on the Horse Trails, Especially in the Flat Ground. **Recommended Action: City Council direction is requested.** (City Council)

Council Member Azevedo stated that she does not know the proper procedure, noting that it should probably go back to the Streets, Trails & Utilities Commission for discussion to consider not allowing the pavers in the flat ground and discuss the grade where they should be. She further stated that she supports pavers in the hills, but not in the flat lands.

Council Member Newton stated his support for the moratorium in the residential areas only and not commercial, noting his support for the Streets, Trails & Utilities Commission to discuss alternative products. He stated that the slope area needs to be better defined and added that his concerns are in the flat ground.

Sue Paterson. Ms. Paterson stated that she lives on the Bluff side of Norco and there are a lot of missing pavers that cause a dangerous condition. She also noted the dangerous condition on Corydon where there is asphalt. She noted her concerns over the use of pavers.

Mike Simpfendorfer. Mr. Simpfendorfer requested a moratorium in all areas, noting information he read that they are not suitable for horses. He commented on the paver costs and noted other materials available that are cheaper. He also commented on money available through the Federal Government for horse trails, adding that \$653,000 is currently available in California, which could be a possible solution.

Susan Donaldson. Ms. Donaldson commented that she wants a moratorium on pavers in the slopes and steep grade areas. She added that there is some confusion regarding who is maintaining the trails in the slopes.

Bobbie Pope. Ms. Pope asked for a moratorium on the pavers in all areas of the City. She commented on the Norco Municipal Code relating to what materials can be used in the trails. She noted that the pavers on Sixth Street are becoming slick.

Discussion was held regarding the timeframe for discussions and the lack of City staff to put time into this. It was also noted that an ad hoc committee could be formed to discuss this.

M/S Azevedo/Bash to suspend permits on pavers, with the exception of commercial venues, until a recommendation is forwarded by the Streets, Trails & Utilities Commission. The motion was carried by the following roll call vote:

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

Mayor Pro Tem Bash:

- ⚡ Commented on an illegal business on Sixth Street.
- ⚡ Apologized that he could not get together a Fourth of July event.
- ⚡ Noted the accomplishments of Teagan Gerhart, Kaylyn Castillo and Kelsey Gerhart, former Norco High School athletes. He added that he would like a letter of congratulations sent to them from the Council.

Council Member Newton:

- ⚡ Commented on a property on Corydon and asked if it is permitted. Public Works Director Thompson replied that it is.

Council Member Azevedo:

M/S Azevedo/Sullivan to place an item on a future agenda regarding roosters. The motion was carried by the following roll call vote:

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

Council Member Sullivan

- ⚡ Received confirmation that the disposal company servicing Norco College is paying franchise fees to the City.

Mayor Hanna

- ⚡ Asked that the Council Members attend the Concerts in the Park on the following dates: Mayor Hanna – June 17; Mayor Pro Tem Bash – July 1; Council Member Newton -- July 15, Council Member Sullivan -- July 29; and Council Member Azevedo -- August 12.

9. OTHER MATTERS – STAFF:

City Manager Groves stated that Ken Swank is the City's part time Code Enforcement officer and pointed him out in the audience.

10. ADJOURNMENT: There being no further business to come before the City Council, Mayor Hanna adjourned the meeting at 11:10 p.m.

BRENDA K. JACOBS, CMC
CITY CLERK

/bj-78757

CITY OF NORCO STAFF REPORT

TO: Chairman and Members of the Redevelopment Agency

FROM: Beth Groves, Executive Director 

PREPARED BY: Deborah L. DeGrado, Housing Manager 

DATE: July 6, 2011

SUBJECT: Approval of First-Time Homebuyer Case 2011-01 in the Amount of \$29,250.00.

RECOMMENDATION: Approval of Loan in the amount of \$29,250.00 for First Time Homebuyer Case 2011-01.

SUMMARY: Staff has received and approved an application for assistance through the First-Time Homebuyer Program. The applicant is eligible and is within the income guidelines. The down payment assistance as approved by the lender on June 27, 2011 is \$29,250.00 and the mortgage payment will fall within affordability guidelines.

BACKGROUND/ANALYSIS: The Redevelopment Agency Housing Programs include the First-Time Homebuyer Program. The assistance is in the form of a 3% deferred loan secured by a deed of trust on the property. Affordability covenants are also recorded against the property. The loan is due and payable in 30 years or upon sale, transfer or refinance of the property. Each property assisted by the First-Time Homebuyer Program qualifies as an affordable home toward the City's regional housing requirement.

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

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

FINANCIAL IMPACT: \$29,250.00 is available in the current fiscal year Low-Mod Income Budget (15-5500-41230).

/dg – 78866

c: Mortgage Approval Letter



APPROVAL CERTIFICATE

June 28, 2011 11:40 AM PDT

Right Start Mortgage, Inc.
124 North First Avenue
Arcadia, CA 91006

Ref #: 1424938882

3149 Melanie Avenue
Norco, CA 92860

This mortgage loan has been approved on behalf of the above noted client with the following terms and conditions.

Loan Number	1424938882	AU Response	DU Approve/Eligible
DO/DU Case ID	1037163523	Approval Date	6/27/2011
		Rate Lock Expiration	7/1/2011

Loan Information

Loan Amount	\$156,000.00	Loan Purpose	Purchase
Total Loan Amount	\$156,000.00	Cashout Amount	\$0.00
Mortgage Insurance	N/A	Impound?	Yes
Upfront MIP Fee Financed	\$0.00	Term / Due	360 / 360 Months
Note Rate	4.990%	Loan Program	30 FIXED CONFIRMING (CON30)
Max DTI / Rate	43.000% / 12.868%	Payment Type	Principal & Interest
LTV / CLTV / HCLTV	80.000% / 95.000% / 95.000%	Documentation	Full Document

Collateral

Purchase Price	\$195,000.00	Property Type	SFR / Detached
Appraised Value	\$195,000.00	Property Purpose	Primary Residence
Appraisal Exp Date			

Income

Monthly Income	\$4,954.00	Principal & Interest Ratios	\$836.49 / 21.904% / 25.376%
Income Doc Exp Date			

Credit

Qualifying Score	678	Credit Exp Date	
-------------------------	-----	------------------------	--

Loan Officer

Contact	David Williams	Phone	(626) 739-5305
E-mail	dwilliams@blmexpress.com	Fax	(626) 739-5320
Broker Name			

Processor

Contact	Evelyn Del Mundo	Phone	(626) 739-5344
E-mail	edelmundo@blmexpress.com	Fax	(626) 739-5320

Account Executive

Contact	David Williams	Phone	(626) 739-5305
E-mail	dwilliams@blmexpress.com	Fax	(626) 739-5320

Underwriter

Contact	Bonnie Ramirez	Phone	(800) 520-5626
E-mail	bramirez@rightstartmortgage.com	Fax	(626) 226-5909

Underwriter Signature:



Date:

6/28/11

APPROVAL CERTIFICATE

June 28, 2011 11:40 AM PDT

Ref #: 1424938882

Right Start Mortgage, Inc.
124 North First Avenue
Arcadia, CA 91006

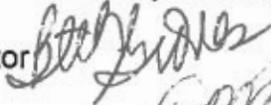
Curt Minich &
3149 Melanie Avenue
Norco, CA 92860

This mortgage loan has been approved on behalf of the above noted client with the following terms and conditions.

DOCS		DATE CLEARED	CLEARED BY
1	SECOND TRUST DEED WILL RECORD CONCURRENTLY FROM CITY OF NORCO REDEVELOPMENT AGENCY (SILENT SECOND)		
2	APPRAISAL EXPIRES SEPTEMBER 13 2011		
3	APPROVED TITLE ITEMS 1-5		
PTD		DATE CLEARED	CLEARED BY
4	MICHELLE TO PROVIDE UPDATED STATEMENT FROM PARTNERS FCU FOR ACCT #66704, (STATEMENT IN FILE EXPIRES 6/29/111		
5	PROVIDE APPROVAL FROM CITY OF NORCO REDEVELOPMENT AGENCY FOR DOWN PAYMENT ASSISTANCE PROGRAM FOR THE BORROWER'S		
6	INSURANCE QUOTE FOR DOC PREP		
7	CLEAR COPY OF BORROWERS SOCIAL SOC CARD AND DRIVER'S LICENSE/ACCEPTABLE PHOTO ID		
8	SIGNED LOE FROM BORROWERS TO ADDRESS ALL CREDIT INQUIRIES WITHIN THE LAST 120 DAYS WITH PROOF OF TERMS FOR NEW TRADELINES OPENED, IF ANY		
PTF		DATE CLEARED	CLEARED BY
9	VERBAL VOE FOR BORR (S) PERFORMED BY AUTHORIZED RSM EMPLOYEE		
10	SFR: EVIDENCE OF HAZARD INSURANCE WITH COVERAGE IN THE AMOUNT REQUIRED BY RSM GUIDELINES. POLICY MUST REFERENCE OUR LOAN NUMBER AND LOSS PAYEE MUST BE SHOWN AS RIGHT START MORTGAGE, INC. , ISOA, 124 NORTH FIRST AVENUE, ARCADIA, CALIFORNIA 91006.		
11	COPY OF ALL ESCROW RECEIPTS FOR ALL DEPOSITS TO ESCROW, INCLUDING EARNEST MONEY DEPOSIT(S). PROVIDE COPY OF ALL CHECKS AND WIRE TRANSFERS.		
12	TERMITE REPORT & CLEARANCE, INCLUDING INVOICE.		
13	2009 AND 2010 TAX TRANSCRIPTS RESULTS		
14	BORROWER(S) TO SIGN 2ND PAGE(S) OF 1040'S		
15	INITIAL 1003, SIGNED & DATED BY LOAN OFFICER / INTERVIEWER. INITIAL 1003 MUST HAVE ALL APPLICABLE NMLS ID # ENTERED FOR LOAN OFFICER AND ORIGNATING COMPANY		
16	FINAL 1003 APPLICATON, SIGNED & DATED BY BORROWER & INTERVIEWER. FINAL 1003 MUST HAVE ALL APPLICABLE NMLS ID NUMBERS ENTERED.		
17	PROVIDE COPY OF 2ND NOTE AND DEED OF TRUST TO BE RECORDED CONCURRENT (CITY OF NORCO REDEVELOPMENT AGENCY) \$29250.00		
18	MANAGEMENT REVIEW AND APPROVAL REFRESH CR		

CITY OF NORCO STAFF REPORT

TO: Chairman and Members of the Redevelopment Agency

FROM: Beth Groves, Executive Director 

PREPARED BY: Deborah L. DeGrado, Housing Manager 

DATE: July 6, 2011

SUBJECT: Approval of First-Time Homebuyer Case 2011-02 in the Amount of \$36,750.00.

RECOMMENDATION: Approval of Loan in the amount of \$36,750.00 for First Time Homebuyer Case 2011-02.

SUMMARY: Staff has received and approved an application for assistance through the First-Time Homebuyer Program. The applicant is eligible and is within the income guidelines. The down payment assistance as approved by the lender on June 21, 2011 is \$36,750.00 and the mortgage payment will fall within affordability guidelines.

BACKGROUND/ANALYSIS: The Redevelopment Agency Housing Programs include the First-Time Homebuyer Program. The assistance is in the form of a 3% deferred loan secured by a deed of trust on the property. Affordability covenants are also recorded against the property. The loan is due and payable in 30 years or upon sale, transfer or refinance of the property. Each property assisted by the First-Time Homebuyer Program qualifies as an affordable home toward the City's regional housing requirement.

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

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

FINANCIAL IMPACT: \$36,750.00 is available in the current fiscal year Low-Mod Income Budget (15-5500-41230).

/dg – 78867

c: Mortgage Approval Letter



June 28, 2011

[REDACTED]
[REDACTED]

RE: Loan Pre-Approval

Property Address: 1560 Pacific Avenue , Norco, CA

Maximum Purchase Price of \$245,000.

This is to certify that above named borrowers are pre-approved for a maximum loan amount of **\$199,675**, plus UFMIP for FHA financing. Borrower is qualified for the City of Norco Down Payment Assistance known as **First Time Homebuyer Program or FTTHB if purchasing in the city of Norco only, this program will provide up to 15% down payment assistance. Borrower is also required to apply for MCC tax credit certificate program. Additional funding will be from CHF Grant of 3% for closing costs.**

Income, and assets have been verified.

Borrower is to put 3.5%.down payment. Borrower is qualified under first time buyer program.

Borrower's credit has been checked and the current FICO scores are 653,668,676 for Jessi and 685,716,742 for Cory.

We are a direct lender, certified and approved by City of Norco and County of Riverside for above mentioned programs and can fund in house.

Sincerely,

Julie

Julie Webb
Imortgage
951-735-6267
NMLS 273330

1250 Corona Pointe Ct Ste 301, Corona, CA 92879



RECAP OF ACTIONS TAKEN
AGENDA
CITY OF NORCO
PLANNING COMMISSION
CITY COUNCIL CHAMBERS – 2820 CLARK AVENUE
REGULAR MEETING
JUNE 29, 2011

1. CALL TO ORDER: 7:00 p.m.
2. ROLL CALL: **Chair Hedges, Vice Chair Wright, Commission Members Henderson, Jaffarian and Leonard**
3. STAFF PRESENT: **Planning Director King, Senior Planner Robles, Deputy City Clerk Germain**
4. PLEDGE OF ALLEGIANCE: **Planning Commissioner Henderson**
5. APPEAL NOTICE: **Read by Staff**
6. HEARING FROM THE AUDIENCE ON ITEMS NOT LISTED ON THE AGENDA: **Received and Filed**
7. APPROVAL OF MINUTES: Minutes of June 8, 2011. **Recommended Action: Approval (Deputy City Clerk): Approved 5-0**
8. CONTINUED ITEMS: **None**
9. PUBLIC HEARINGS: **None**
10. BUSINESS ITEMS:
 - A. Site Plan 2011-05 (Beckman): A Request for Approval to Allow a 439 Square-Foot Tack Room/Shed at 249 Oldenburg Lane Located within the Norco Ridge Ranch Specific Plan (NRRSP). **Recommended Action: Denial (SP Robles): Continued 5-0 to the next scheduled meeting**
 - B. Oral Report: Review of Policy for Approvals of Smaller Accessory Buildings by Staff or the Architectural Review Board (ARC). **Recommended Action: Approval (PD King): Received and Filed**
 - C. Oral Report: Setting Date for One Planning Commission Meeting per Month per City Council Direction: **Recommended Action: Concur with Planning Director to set once-a-month meeting on second Wednesday of each month, beginning July 13, 2011. Approved 5-0**
11. CITY COUNCIL: **Received and Filed**

Agenda Item 3.B.

Recap of Actions Taken Planning Commission Agenda

Page 2

June 29, 2011

- A. Recap of Actions Taken at the June 15, 2011 City Council/Community Redevelopment Agency Meeting.
 - B. City Council Minutes dated June 1, 2011
12. PLANNING COMMISSION: Oral Reports from Various Committees: **None**
13. STAFF: Current Work Program: **Received and Filed**
14. OTHER MATTERS: **Received and Filed**
A. Follow-up on Items from Previous Meetings (Director King)
15. ADJOURNMENT: **7:55 p.m.**

/adr-78880

CITY OF NORCO STAFF REPORT

TO: Mayor and Members of the City Council

FROM: Beth Groves, City Manager 

PREPARED BY: Deborah L. DeGrado, Housing Manager 

DATE: July 6, 2011

SUBJECT: Approval of a Cooperation Agreement for the City of Norco to Participate in the County of Riverside's Urban County Program for Fiscal Years 2012-13, 2013-14 and 2014-15

RECOMMENDATION: Approve **Resolution No. 2011-_____** Approving a Cooperation Agreement for the City of Norco to Participate in the County of Riverside's Urban County Program for Fiscal Years 2012-13, 2013-14 and 2014-15.

SUMMARY: The County is required to re-qualify as an Urban County with the U.S. Department of Housing and Urban Development (HUD) every three years under CDBG Program regulations. The existing Cooperation Agreement with the County of Riverside will expire on June 30, 2012. The City of Norco participates in the County's Urban CDBG Program, and must have a new Cooperation Agreement approved and submitted to the County by **July 13, 2011** to be included with the County's application to HUD for future funding. (The Urban County qualification process can take as long as a year to complete once submitted to HUD.)

BACKGROUND/ANALYSIS: Riverside County cities with a population of 50,000 or less may enter into a Cooperation Agreement with the County of Riverside Economic Development Agency to participate in the Urban County Community Development Block Grant ("CDBG") and HOME Investment Partnerships Act (HOME) Program. The terms of the Agreement require the City to accept the federal regulations set forth in the Housing and Community Development Act of 1974 as amended by the Housing and Urban Rural Recovery Act of 1983, in order to use CDBG funds.

Execution of the Cooperation Agreement guarantees that the City of Norco will be entitled to continued CDBG Program resources for program years 2012-13, 2013-14 and 2014-15.

FINANCIAL IMPACT: CDBG funds are needed to fund public service projects and programs that cannot be fully funded using other City funds, including Party Partners, Senior Recreation Staffing and City-wide public improvement projects.

/dg - 78791

Attachment: Resolution No. 2011-_____
Cooperation Agreement

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA, APPROVING A COOPERATION AGREEMENT WITH THE COUNTY OF RIVERSIDE FOR THE CITY OF NORCO TO PARTICIPATE IN THE COUNTY OF RIVERSIDE'S URBAN COUNTY PROGRAM FOR FISCAL YEARS 2012-13, 2013-14 and 2014-15.

WHEREAS, Riverside County is required to re-qualify as a Urban County with the U.S. Department of Housing and Urban Development every three years; and

WHEREAS, cities in Riverside County with a population of 50,000 or less may enter into a Cooperation Agreement with the County of Riverside Economic Development Agency to participate in the Urban County Community Development Block Grant (CDBG) and HOME Investment Partnerships Act (HOME) Programs, and the City's existing Cooperation Agreement with the County will expire on June 30, 2011; and

WHEREAS, THE CITY OF Norco has elected to participate as a unit of local government (Cooperating City) in the County of Riverside's Urban County Program for Federal Fiscal Years 2012-2013, 2013-2014, and 2014-2015; and

WHEREAS, approval of the Cooperation Agreement will allow the City of Norco to participate in the Urban County Consolidated Planning Programs.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Norco does hereby approve the Cooperation Agreement with the County of Riverside for the City of Norco to participate in the Urban County Community Development Block Grant and HOME Funding Programs for Fiscal Years 2012-13, 2013-14 and 2014-15.

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held on July 6, 2011.

Mayor of the City of Norco, California

ATTEST:

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

Resolution No. 2011-_____

Page 2

July 6, 2011

I, BRENDA K. JACOBS, City Clerk of the City of Norco, California, do hereby certify that the foregoing Resolution was adopted by the City Council of the City of Norco, California, at a regular meeting thereof held on July 6, 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 July 6, 2011.

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

/dg – 78792

1 individuals and families, to operate these facilities and provide essential social services, and to
2 help prevent homelessness.

3 **WHEREAS**, CDBG regulations require counties to re-qualify as an Urban County under
4 the CDBG program every three years; and

5 **WHEREAS**, the execution of this Agreement is necessary to include CITY as a
6 participating unit of general government under COUNTY's Urban County CDBG, HOME, and
7 ESG programs.

8 **NOW THEREFORE**, in consideration of the mutual covenants herein set forth and the
9 mutual benefits to be derived there from, the parties agree as follows:

10 1. GENERAL.

11 This Agreement gives COUNTY authority to undertake, or assist in undertaking,
12 activities for Fiscal Years 2012-13, 2013-14, and 2014-15, that will be funded from the CDBG
13 program, the HOME Investment Partnership program, the Emergency Shelter Grant program,
14 and from any program income generated from the expenditure of such funds. COUNTY and
15 CITY agree to cooperate, to undertake, or to assist in undertaking, community renewal and
16 lower-income housing assistance activities. COUNTY is qualified as an "Urban County" under
17 the ACT. CITY, by executing this Agreement, hereby gives notice of its election to participate
18 in an Urban County Community Development Block Grant program, hereinafter referred to as
19 "CDBG programs".

20 By executing this Agreement, CITY understands that it may not apply for grants
21 from appropriations under the Small Cities or State CDBG Programs for fiscal years during the
22 period in which it participates in the Urban County's CDBG program and that CITY may only
23 participate in the HOME program through the COUNTY'S Urban County program, not a
24 consortium. The CITY may apply for ESG funds from the State of California, if permitted by the
25 State.

26 //

27 //

28 //

1 2. TERM.

2 The term of this Agreement shall be for three (3) years commencing on July 1,
3 2012, through June 30, 2015, unless an earlier date of termination is fixed by U.S. Department of
4 Housing and Urban Development, hereinafter called HUD, pursuant to ACT.

5 This Agreement will be automatically renewed for participation in successive
6 three-year qualification periods, unless the COUNTY or the CITY provides written notice to the
7 other Party that it elects not to participate in the next three-year Urban County program.
8 COUNTY will notify CITY of CITY's right not to participate in the next three-year period no
9 later than the date specified by HUD in the *Urban County Qualification Notice*. CITY shall
10 notify COUNTY no later than the date specified in COUNTY's notification that CITY elects not
11 to participate in the next three-year Urban County Program. COUNTY will send copies of all
12 notifications required by this Paragraph to the HUD Field Office.

13 The terms of this Agreement shall remain in effect until the CDBG, HOME, and
14 ESG funds and program income received with respect to activities carried out during the three-
15 year qualification period are expended and the funded activities completed. Furthermore, neither
16 the COUNTY nor the CITY may terminate or withdraw from this Agreement while it remains in
17 effect.

18 3. PREPARATION OF FEDERALLY REQUIRED FUNDING
19 APPLICATIONS.

20 The Riverside County Economic Development Agency, subject to approval of
21 COUNTY's Board of Supervisors, shall be responsible for preparing and submitting to HUD, in
22 a timely manner, all reports and statements required by the ACT and the Federal regulations
23 promulgated by HUD to secure entitlement grant funding under the CDBG, HOME, and ESG
24 programs. This duty shall include the preparation and processing of COUNTY Housing,
25 Community, and Economic Development Needs Identification Report, Citizen Participation
26 Plan, the County Five-Year Consolidated Plan, One-Year Action Plan, Consolidated Annual
27 Performance and Evaluation Report (CAPER), and other related programs which satisfy the
28 application requirements of ACT and its regulations.

1 4. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND
2 OTHER APPLICABLE STATUTES, REGULATIONS AND ORDINANCES.

3 (a) COUNTY and CITY will comply with the applicable provisions of the
4 ACT and those federal regulations promulgated by HUD pursuant thereto, as the same currently
5 exists or may hereafter be amended. The COUNTY and CITY will take all actions necessary to
6 assure compliance with COUNTY's certifications required by Section 104 (b) of Title I of ACT.
7 COUNTY and CITY will comply with the provisions of the following: National Environmental
8 Policy Act of 1969; Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights
9 Act of 1968; and Title 24 Code of Federal Regulations part 570; the Fair Housing Act; Cranston-
10 Gonzales National Affordable housing Act (Public Law 101-625); Section 109 Title I of the
11 Housing and Community Development Act of 1974 (42 U.S.C.§5309); Executive Order 11063,
12 as amended by Executive Order 12259; Executive Order 11988; the Uniform Relocation
13 Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C.§4630, et. seq.); and
14 other federal or state statute or regulation applicable to the use of CDBG or HOME Investment
15 Partnerships Act (enacted as Title II of the National Affordable Housing Act of 1990) funds.

16 (b) CITY agrees that CDBG funding for activities in, or in support of, CITY
17 are prohibited if CITY does not affirmatively further fair housing within its own jurisdiction or
18 impedes COUNTY actions to comply with its fair housing certification.

19 (c) CITY and COUNTY shall meet the citizen participation requirements of
20 24 CFR 570.301 and provide Riverside County citizens with all of the following:

21 i. The estimate of the amount of CDBG funds proposed to be used
22 for activities that will benefit persons of low and moderate-income;

23 ii. A plan for minimizing displacement of persons as a result of
24 activities assisted with CDBG funds and to assist persons actually displaced as a result of such
25 activities;

26 iii. A plan that provides for and encourages citizen participation, with
27 particular emphasis on participation by persons of low and moderate-incomes, residents of slum
28 and blighted areas, and of areas in which funds are proposed to be used, and provides for

1 participation of residents in low and moderate-income neighborhoods;

2 iv. Reasonable and timely access to local meetings, information, and
3 records relating to the grantee's proposed use of funds, as required by the regulations of the
4 Secretary, and relating to the actual use of funds under the ACT;

5 v. Provide for public meetings to obtain citizen views and to respond
6 to proposals and questions at all stages of the community development program, including at
7 least the development of needs, the review of proposed activities and review of program
8 performance. Meeting shall be held after adequate notice, at times and locations convenient to
9 potential or actual beneficiaries, and with accommodation for the disabled.

10 (d) CITY shall develop a community development plan, for the period of this
11 Agreement, which identifies community development and housing needs and specifies both short
12 and long-term community development objectives.

13 (e) CITY certifies, to the best of its knowledge and belief, that:

14 i. No Federal appropriated funds have been paid or will be paid, by
15 or on behalf of the CITY, to any person influencing or attempting to influence an officer or
16 employee of any agency, a Member of Congress, an officer or employee of Congress, or an
17 employee of a Member of Congress, in connection with the awarding of any Federal contract, the
18 making of any Federal grant, the making of any Federal loan, the entering into of any
19 cooperative agreement, and the extension, continuation, renewal, amendment or modification of
20 any Federal contract, grant, loan or cooperative agreement.

21 ii. If any funds other than Federally-appropriated funds have been
22 paid or will be paid to any person for influencing or attempting to influence an officer or
23 employee of any agency, a Member of Congress, an officer or employee of Congress, or an
24 employee of a Member of Congress, in connection with this Federal contract, grant, loan, or
25 cooperative agreement, the undersigned shall complete and submit standard Form-LLL,
26 "Disclosure Form to Report Lobbying", in accordance with its instructions.

27 iii. The CITY shall require that the language provided in Section
28 4(e)(i) and (ii) of this Agreement be included in the award documents for all sub-awards at all

1 tiers (including subcontracts, sub- grants and contracts under grants, loans, and cooperative
2 agreements) and that all sub-recipients shall certify and disclose accordingly. This certification
3 is a material representation of fact upon which reliance was placed when this transaction was
4 made or entered into.

5 (f) In accordance with Section 519 of Public Law 101-144, (the 1990 HUD
6 Appropriations Act), the CITY certifies that it has adopted and is enforcing a policy prohibiting
7 the use of excessive force by law enforcement agencies within its jurisdiction against any
8 individuals engaged in non-violent civil rights demonstrations, and that it has adopted and is
9 enforcing applicable State and local laws against physically barring entrance to, or exit from, a
10 facility or location which is the subject of such non-violent civil rights demonstrations within its
11 jurisdiction.

12 5. COMPLIANCE WITH POLICY AND PROGRAM OBJECTIVES.

13 The COUNTY's Board of Supervisors have adopted policies and procedures to
14 ensure efficient and effective administration of the CDBG, HOME, and ESG programs.
15 COUNTY will provide these policies and procedures to CITY within a reasonable time after this
16 Agreement's commencement date. COUNTY and City agree to comply with these said policies
17 and program objectives.

18 6. OTHER AGREEMENTS.

19 Pursuant to Federal regulations at 24 CFR 570.501(b), CITY is subject to the
20 same requirements applicable to sub-recipients, including the requirement of a written agreement
21 set forth in Federal regulations at 24 CFR 570.503. For each fiscal year during the term of this
22 Agreement, COUNTY and CITY shall enter into an additional agreement, commonly known as a
23 Supplemental Agreement, that will have a term coinciding with a CDBG Program Year and
24 enumerate the project(s) CITY will implement with its entitlement funds. Said Supplemental
25 Agreement will set forth the time schedule for completion of said project(s) and any funding
26 sources, in addition to entitlement funds, that will be used in completing the project(s). If
27 substantial compliance with the completion schedule, due to unforeseen or uncontrollable
28 circumstances, cannot be met by CITY, the schedule for the project(s) may be extended by

1 COUNTY. If COUNTY determines that substantial progress toward drawdown of funds is not
2 made during the term of the Supplemental Agreement, the entitlement funds associated with the
3 project(s) may be reprogrammed by COUNTY, to other activities as determined by COUNTY,
4 after COUNTY provides appropriate written notice to CITY. COUNTY's decision not to extend
5 the completion schedule associated with the project(s), or to reprogram the entitlement funds
6 associated with the project(s), will not excuse CITY from complying with terms of this
7 Agreement.

8 7. DETERMINATION OF PROJECTS TO BE FUNDED AND
9 DISTRIBUTION OF ENTITLEMENT FUNDS.

10 CITY agrees to submit to COUNTY, no later than the date specified by COUNTY
11 prior to each program year, the activities that the CITY desires to implement with its entitlement
12 funds, said designation to comply with statutory and regulatory provisions governing citizen's
13 participation. Said designation is to be reviewed by the COUNTY's Economic Development
14 Agency to determine that the projects are eligible under federal regulations for funding and
15 inclusion in the One Year Action Plan of the County's Five-Year Consolidated Plan and
16 consistent with both Federal and COUNTY policy governing use of Community Development
17 Block Grant (CDBG) funds.

18 Consistent with Paragraphs 3, 4, 5, 6, and 7 of this Agreement, COUNTY's Board
19 of Supervisors will make the final determination of the distribution and disposition of all CDBG
20 funds received by COUNTY pursuant to the Act.

21 8. COMMUNITY DEVELOPMENT BLOCK GRANT MANUAL.

22 CITY warrants that those officers, employees, and agents, retained by it and
23 responsible for implementing projects funded with CDBG have received, reviewed, and will
24 follow the Community Development Block Grant Manual that has been prepared and amended
25 by COUNTY, and by this reference, said Manual is incorporated herein and made a part hereof.

26 9. REAL PROPERTY ACQUIRED OR PUBLIC FACILITY
27 CONSTRUCTED WITH CDBG FUNDS.

28 When CDBG funds are used, in whole or in part, by CITY to acquire real

1 property or to construct a public facility, CITY will comply with the National Environmental
2 Policy Act of 1969 (42 U.S.C. §§4321, et seq.), the California Environmental Quality Act (Cal.
3 Pub. Resources Code §§21000, et seq.), the Uniform Relocation Assistance and Real Property
4 Acquisition Policies Act of 1970 (42 U.S.C. §§4630, et seq.), and the California Government
5 Code Sections 7260 et seq., as those Acts may be amended from time-to-time and any Federal or
6 state regulations issued to implement the aforementioned laws.

7 In addition, the following is to occur:

8 (a) Title to the real property shall vest in CITY;

9 (b) The real property title will be held by or the constructed facility will be
10 maintained by the CITY for the approved use until five years after the date that the project is
11 reported as "Completed" within the annual Consolidated Annual Performance and Evaluation
12 Report.

13 (c) While held by CITY, the real property or the constructed facility is to be
14 used exclusively for the purpose for which acquisition or construction was originally approved
15 by COUNTY;

16 (d) CITY shall provide timely notice to COUNTY of any action which would
17 result in a modification or change in the use of the real property purchased or improved, in whole
18 or in part, with CDBG or HOME funds from that planned at the time of acquisition or
19 improvement, including disposition.

20 (e) CITY shall provide timely notice to citizens and opportunity to comment
21 on any proposed modification or change;

22 (f) Written approval from COUNTY must be secured if the property or the
23 facility is to be put to an alternate use that is or is not consistent with federal regulations
24 governing CDBG funds;

25 (g) Should CITY desire during the five (5) year period to use the real property
26 or the constructed facility for a purpose not consistent with applicable federal regulations
27 governing CDBG funds or to sell the real property or facility, then:
28

1 (i) If CITY desires to retain title, it will have to reimburse either
2 COUNTY or the Federal government an amount that represents the percentage of current fair
3 market value that is identical to the percentage that CDBG funds initially comprised to when
4 the property was acquired or the facility was constructed;

5 (ii) If CITY sells the property or facility, or is required to sell the property
6 or facility, CITY is to reimburse the COUNTY an amount that represents the percentage of
7 proceeds realized by the sale that is identical to the percentage that CDBG funds comprised of
8 the monies paid to initially acquire the property or construct the facility. This percentage amount
9 will be calculated after deducting all actual and reasonable cost of sale from the sale proceeds.

10 10. DISPOSITION OF INCOME GENERATED BY THE EXPENDITURE
11 OF CDBG FUNDS.

12 CITY shall inform COUNTY of any income generated by the expenditure of
13 CDBG funds received by CITY from COUNTY. CITY may not retain any program income so
14 generated. Any and all program income shall be returned to the County and may only be used
15 for eligible activities in accordance with all CDBG requirements, including all requirements for
16 citizen participation.

17 The COUNTY is required by HUD to monitor and report the receipt and use of all
18 program income. CITY is required to track, monitor, and report any and all program income as
19 requested by COUNTY.

20 11. TERMINATION.

21 Except as provided for in Paragraph 2, CITY and COUNTY cannot terminate or
22 withdraw from this Agreement while it remains in effect.

23 12. FORMER AGREEMENTS UTILIZING COMMUNITY
24 DEVELOPMENT BLOCK GRANT FUNDS BETWEEN COUNTY AND CITY.

25 All agreements between CITY and COUNTY regarding the use of CDBG funds
26 for fiscal years 1975-76 through 2011-2012, and any Supplemental Agreements there under,
27 shall remain in full force and effect. If the language of this Agreement is in conflict or
28

1 inconsistent with the terms of any prior said agreements between CITY and COUNTY, the
2 language of this Agreement will be controlling.

3 13. INDEMNIFICATION

4 CITY agrees to indemnify, defend and hold harmless COUNTY and its
5 authorized officers, employees, agents, and volunteers from any and all claims, actions, losses,
6 damages, and/or liability arising from CITY acts, errors or omissions and for any costs or
7 expenses incurred by COUNTY on account of any claim therefore, except where such
8 indemnifications is prohibited by law. CITY shall promptly notify COUNTY in writing of the
9 occurrence of any such claims, actions, losses, damages, and/or liability.

10 CITY shall indemnify and hold harmless COUNTY against any liability, claims,
11 losses, demands, and actions incurred by COUNTY as a result of the determination by HUD or
12 its successor that activities undertaken by CITY under the program(s) fail to comply with any
13 laws, regulations, or policies applicable thereto or that any funds billed by and disbursed to
14 CITY under this Agreement were improperly expended.

15 14. COMPLIANCE WITH LAWS AND REGULATIONS.

16 By executing this Agreement, the Parties hereby certify that they will adhere to
17 and comply with all federal, state and local laws, regulations and ordinances.

18 15. ENTIRE AGREEMENT.

19 It is expressly agreed that this Agreement embodies the entire agreement of the
20 Parties in relation to the subject matter hereof, and that no other agreement or understanding,
21 verbal or otherwise, relative to this subject matter, exists between the Parties at the time of
22 execution.

23 16. SEVERABILITY.

24 Each paragraph and provision of this Agreement is severable from each other
25 provision, and if any provision or part thereof is declared invalid, the remaining provisions shall
26 remain in full force and effect.

27 17. ASSIGNMENT.

28 The Parties will not make any sale, assignment, conveyance or lease of any trust

1 or power, or transfer in any other form with respect to this Agreement, without prior written
2 approval of the other Party.

3 18. INTERPRETATION AND GOVERNING LAW.

4 This Agreement and any dispute arising hereunder shall be governed by and
5 interpreted in accordance with the laws of the State of California. This Agreement shall be
6 construed as a whole according to its fair language and common meaning to achieve the
7 objectives and purposes of the Parties hereto, and the rule of construction to the effect that
8 ambiguities are to be resolved against the drafting Party shall not be employed in interpreting
9 this Agreement, all Parties having been represented by counsel in the negotiation and
10 preparation hereof.

11 19. WAIVER.

12 Failure by a Party to insist upon the strict performance of any of the provisions
13 of this Agreement by the other Party, or the failure by a Party to exercise its rights upon the
14 default of the other Party, shall not constitute a waiver of such Party's right to insist and demand
15 strict compliance by the other Party with the terms of this Agreement thereafter.

16 20. JURISDICTION AND VENUE.

17 Any action at law or in equity arising under this Agreement or brought by a Party
18 hereto for the purpose of enforcing, construing or determining the validity of any provision of
19 this Agreement shall be filed in the consolidated Courts of Riverside County, State of
20 California, and the Parties hereto waive all provisions of law providing for the filing, removal or
21 change of venue to any other court or jurisdiction.

22 21. AMENDMENTS

23 No change, amendment, or modification to the Agreement shall be valid or
24 binding upon CITY or COUNTY unless such change, amendment, or modification is in writing
25 and duly executed. CITY and COUNTY agree to adopt any necessary amendments to this
26 Agreement to incorporate changes required by HUD as set forth in the Urban County
27 Qualification Notice. Amendments must be submitted to HUD as provided in the Urban
28 County Qualification Notice and failure to do so will void the automatic renewal for such

1 qualification period.

2 22. AUTHORITY TO EXECUTE.

3 The persons executing this Agreement or exhibits attached hereto on behalf of
4 the Parties to this Agreement hereby warrant and represent that they have the authority to
5 execute this Agreement and warrant and represent that they have the authority to bind the
6 respective Parties to this Agreement to the performance of its obligations hereunder.

7 23. INCORPORATION OF RECITALS

8 The Parties hereby affirm the facts set forth in the recitals above. Said recitals
9 are incorporated herein and made an operative part of this Agreement.

10
11 IN WITNESS WHEREOF, the COUNTY and CITY have executed this
12 Agreement on the date shown below.

13
14 ATTEST:

15
16 Kecia Ithem-Harper
17 Clerk of the Board

COUNTY OF RIVERSIDE

18 By: _____

18 By: _____ for

19 Bob Buster, Chairman
20 Board of Supervisors
21 Rob Field, Assistant County
22 Executive Officer/EDA

22 Date: _____

23
24 ATTEST:

CITY OF NORCO

25
26 By: _____
27 City Clerk

26 By: _____
27 Mayor

28 Date: _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

COUNTY COUNSEL CERTIFICATION

The Office of County Counsel hereby certifies that the terms and provisions of this Agreement are fully-authorized under state and local law and that the Agreement provides full legal authority for the COUNTY to undertake, or assist in undertaking, essential community development and housing assistance activities specifically urban renewal and publicly assisted housing.

Pamela J. Walls
County Counsel

By: _____
Deputy, Anita Willis

s:\cdbg\12-15 urban county program\coop agreement 2012-2015.docx

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Beth Groves, City Manager 

PREPARED BY: Lori J. Askew, Senior Engineer 

DATE: July 6, 2011

SUBJECT: Reimbursement Agreement between City of Norco and Balboa Management Group, LLC

RECOMMENDATION: Adopt **Resolution No. 2011-___**, approving a Reimbursement Agreement between the City of Norco and Balboa Management Group, LLC to fund weed abatement and site maintenance of the Silverlakes property.

SUMMARY: Balboa Management Group, LLC ("Balboa") desires to enter into a Reimbursement Agreement with the City of Norco ("City"). The proposed Reimbursement Agreement describes expenditures and funding requirements related to weed abatement and continued site maintenance of the Silverlakes property until such time as Balboa obtains an executed lease agreement with the City and begins construction. The tasks will be paid for by the City and subsequently reimbursed to the City by Balboa.

BACKGROUND/ANALYSIS: On January 16, 2008, the City Council/Agency Board approved a Memorandum of Understanding ("MOU") with Belstarr Sports Management, LLC, now Balboa Management Group, LLC, for the development of the 122-acre Silverlakes property.

On January 20, 2010, the City Council approved a Reimbursement Agreement with Balboa in an amount not to exceed \$315,000 to perform site preparation that included demolition of various structures, clearing, grubbing and tree and vegetation removal. On July 7, 2010 a second Reimbursement Agreement was approved by the City Council for removal and crushing of unearthed debris and soil testing.

This proposed Reimbursement Agreement is intended to fund the necessary cutting of weeds on the property and keep the site in a maintained condition. In order to manage and account for these expenditures, a Reimbursement Agreement has been prepared outlining the process that the City will follow in order to recover its costs related to weed abatement and continued site maintenance. The Reimbursement Agreement includes a total not-to-exceed amount of \$20,000 to be paid by Balboa to the City for the related costs.

FINANCIAL IMPACT: None.

/lja - 78819

Attachment: Resolution No. 2011-
Reimbursement Agreement

RESOLUTION NO. 2011-___

A RESOLUTION OF THE CITY OF NORCO, CALIFORNIA, APPROVING A REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF NORCO AND BALBOA MANAGEMENT GROUP, LLC FOR WEED ABATEMENT AND SITE MAINTENANCE OF THE SILVERLAKES PROPERTY

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

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

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

WHEREAS, the Developer has agreed to pay for all costs related to the cutting of weeds and any necessary maintenance of the site, prior to the Developer obtaining an executed lease agreement with the City; and

WHEREAS, said costs will initially be paid for by the City, with City being fully reimbursed by the Developer ; and

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

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

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

SECTION 2. The Agreement is hereby approved.

PASSED AND ADOPTED by the City Council at a regular meeting held on July 6, 2011.

Mayor of the City of Norco

ATTEST:

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

Resolution No. 2011-____

Page 2

July 6, 2011

I, Brenda K. Jacobs, City Clerk of the City of Norco, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Norco City Council at a regular meeting thereof held on July 6, 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 July 6, 2011.

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

/lja-78818

REIMBURSEMENT AGREEMENT
BETWEEN THE CITY OF NORCO AND BALBOA MANAGEMENT GROUP, LLC
FOR WEED ABATEMENT AND CONTINUED SITE MAINTENANCE OF THE
SILVERLAKES PROPERTY

This Deposit and Reimbursement Agreement (hereinafter "Agreement") is made by and between the CITY OF NORCO, (hereinafter "City") and BALBOA MANAGEMENT GROUP, LLC, a limited liability company organized and existing under the laws of the State of Delaware (hereinafter "Developer"), effective this 6th Day of July, 2011 ("Effective Date").

RECITALS

WHEREAS, On or about the Effective Date, City has approved a Ground Lease with Developer to lease from City the real property listed in Exhibit "A", attached hereto and incorporated herein by this reference (the "Subject Property"); and

WHEREAS, Developer has received approvals from City for the development of a Equestrian, Sports and Recreational Facility on the Subject Property (the "Project"); and

WHEREAS, an Environmental Impact Report ("EIR") has been prepared for the Project and the clearing, grubbing, weed abatement and similar activities addressed in this Agreement are consistent with the EIR, and otherwise are exempt from review under the California Environmental Quality Act (CEQA) including without limitation CEQA Guidelines 15269(d) and 15301; and

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

WHEREAS, Developer and City have heretofore entered into Reimbursement Agreements similar to this Agreement for similar site maintenance work upon the Subject Property.

WHEREAS, The City and Developer desire to enter into this Agreement to specifically provide a conduit for the City to recover certain costs related to continued

6. Defense of Legal Challenges. In the event of any administrative, legal or equitable action or other proceeding instituted by the Contractor or any person, entity or organization challenging this Agreement, the Work, or anything related thereto, the City shall defend and indemnify the Developer. The parties shall agree to mutually cooperate with each other in the defense of any such challenge. City reserves the right to suspend or terminate this Agreement in the event of any such challenge..

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

8. Termination by City. If Developer is in default or breach of its obligations under this Agreement, the City shall give Developer at least ten (10) days prior written notice of such default. If the Developer does not commence to cure the default with ten (10) days of such notice and continue to cure such default to completion within thirty (30) days, then the City may terminate this Agreement. If the Agreement is terminated by the City, the City shall bill Developer for any payments or costs to be paid for the Work as herein allowed and up to the date of termination, in no event to exceed the Cap.

9. Termination by Developer. This Agreement may be terminated by Developer without cause and at will for any reason by giving to the City written notice of such intent to terminate. Termination of this Agreement shall be effective thirty (30) days following receipt of such written termination notice by the City. Within thirty (30) days of the termination, the City shall pay to Developer any funds remaining on deposit with the City relating to this Agreement, if any.

10. Satisfaction and Release. Developer has fully satisfied all terms, provisions and conditions of, and has paid all amounts due under, the prior Reimbursement Agreements between the parties related to the Subject Property including without limitation that Reimbursement Agreement dated January 26, 2010. City hereby releases and holds harmless Developer from any and all obligations, covenants and promises contained in those Reimbursement Agreements.

11. Counterparts. This Agreement may be signed in counterparts and when signed by

If to Developer: RJ Brandes
Balboa Management Group, LLC
28801 San Juan Creek Road
San Juan Capistrano, CA 92675
Facsimile No.: (949) 488-9291

With a Copy to: Nancy N. Kennerly
Kennerly, Lamishaw & Rossi, LLP
707 Wilshire Blvd., Suite 1400
Los Angeles, CA 90017
Facsimile No.: (213) 312-1266

18. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Developer and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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

"CITY"

"DEVELOPER"
BY: BALBOA MANAGEMENT
GROUP, LLC

By: _____

By: _____

Title: Mayor _____

Title: _____

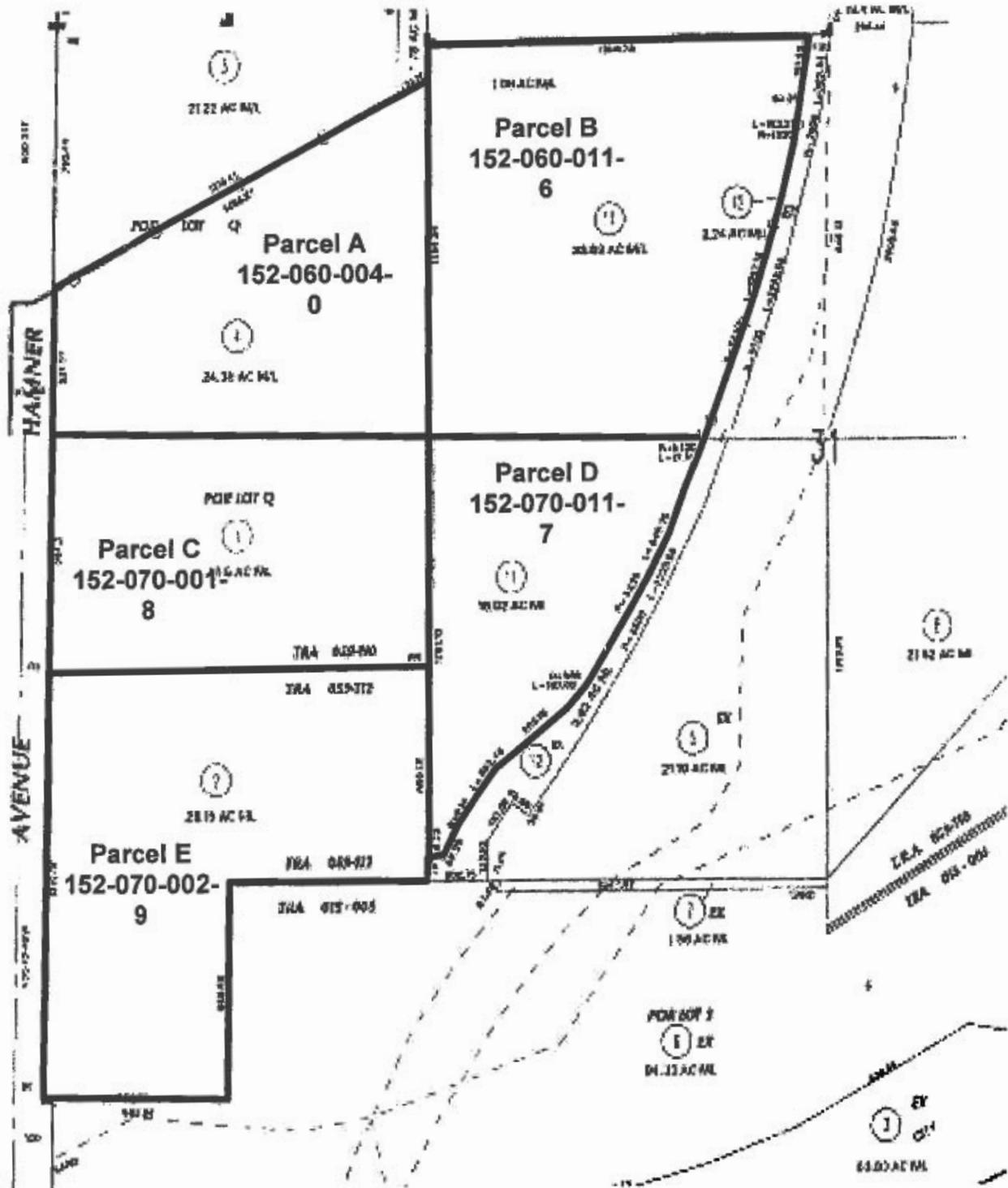
Date: _____, 2011

Date: _____, 2011

Attest:

Approved As To Form:

Exhibit "A" – Subject Property



WARREN BROS TRACTOR WORK

7731 GRANDVIEW ST
CORONA, CA 92881
PHONE/FAX 951-737-2227

E141

June 23, 2011

Bill To:

CITY OF NORCO
2870 CLARK AVE
NORCO, CA 92880

ATTN: WILLIAM THOMPSON

ESTIMATE

WEED ABATEMENT. MOWING AND CLEARING EASEMENT ALONG HAMNER. ^{SILVER} OLD SWAN
LAKE PROPERTY. 120 ACRES @ \$75.00 PER ACRE

9,000.00

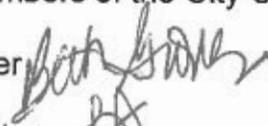
EXHIBIT "B"

Total

\$9,000.00

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Beth Groves, City Manager 

PREPARED BY: Lori J. Askew, Senior Engineer 

DATE: July 6, 2011

SUBJECT: Acceptance of Bids and Award of Contract for the Norco Drive Sewer and Water Improvements Project

RECOMMENDATION: Accept bids submitted for the installation of sewer and water improvements and award a contract to Vido Samarzich, Inc. in the amount of \$166,446.00, and authorize the City Manager to approve contract change orders up to 10 percent of the contract amount.

SUMMARY: Bids for the Norco Drive Sewer and Water Improvements Project were opened on June 22, 2011 with Vido Samarzich, Inc. of Alta Loma being the lowest responsible bidder. Therefore, it is recommended that a contract be awarded to Vido Samarzich, Inc. in the amount of \$166,446.00.

BACKGROUND/ANALYSIS: Staff completed plans and specifications for the Norco Drive Sewer and Water Improvements Project. The project consists of installation of approximately 800 linear feet of 8" VCP sewer pipe, 300 linear feet of 12" CML&C water line and related appurtenances in Norco Drive immediately west of Hamner Avenue. The plans and specifications were advertised on May 19, 2011 with a bid opening date of June 22, 2011. A total of 13 bids were received with proposals ranging in value from \$166,446 to \$283,017. The lowest bidder, Vido Samarzich, Inc. of Alta Loma, CA, submitted a bid that was 27% lower than the engineers estimate. References were checked on Vido Samarzich, Inc. and found to be favorable. The bid summary sheet has been attached for Council's review.

FINANCIAL IMPACT: Allocate funds included in the adopted FY 2012 CIP Budget in the amount of \$166,446.00 split equally from Capital Improvement Fund 144 (Water) and 147 (Sewer) for this project.

/lja-78844

Attachments: Bid Summary



BID SUMMARY SHEET

NORCO DRIVE SEWER AND WATER IMPROVEMENTS

ITEM	QUANTITY	UNITS	DESCRIPTION	Vido Samarich, Inc.		Nikola Corp.		J.F. Bruce Construction	
				UNIT BID	TOTAL	UNIT BID	TOTAL	UNIT BID	TOTAL
1	1	LS	Clearing, Grubbing, Mobilization and Traffic Control	\$9,500.00	\$9,500.00	\$16,356.00	\$16,356.00	\$8,500.00	\$8,500.00
2	3	EA	Sewer Manhole per City of Norco Std. Dwg. No 515	\$6,000.00	\$18,000.00	\$3,805.00	\$10,815.00	\$3,500.00	\$10,500.00
3	785	LF	8" VCP Sewer Pipe	\$51.00	\$40,035.00	\$56.00	\$43,960.00	\$68.00	\$51,810.00
4	187	LF	4" VCP Sewer Lateral Per City of Norco Std. Dwg. No. 500A	\$37.00	\$6,919.00	\$70.00	\$13,090.00	\$42.00	\$7,854.00
5	7,242	SF	Street Pavement Repair per City of Norco Std. 155	\$6.00	\$43,452.00	\$5.00	\$36,210.00	\$8.25	\$59,746.50
6	295	LF	12" CML&C Water Line	\$117.00	\$34,515.00	\$118.00	\$34,810.00	\$72.00	\$21,240.00
7	2	EA	12" Butterfly Valve	\$2,700.00	\$5,400.00	\$1,890.00	\$3,780.00	\$2,750.00	\$5,500.00
8	1	EA	Remodel/Reconstruct Existing Sewer Manhole Shelf Per SPPWC Std. Plan 208-2	\$1,500.00	\$1,500.00	\$2,170.00	\$2,170.00	\$2,500.00	\$2,500.00
9	5	EA	Thrust Blocks per City of Norco Std. Dwg. No. 460	\$125.00	\$625.00	\$240.00	\$1,200.00	\$250.00	\$1,250.00
10	1	LS	Pipe Fittings, Connections to Existing, and All Related Work and Materials	\$6,500.00	\$6,500.00	\$4,877.00	\$4,877.00	\$11,000.00	\$11,000.00
TOTAL BID					\$166,446.00		\$167,268.00		\$179,900.50
						vs.	\$167,508.00		
Low Bid Subcontractors				Precast Sewer Manholes	Precast Products, Simi Valley	AC Paving	Hait Brink AC Paving, Corona	AC Grinding	Orange County Striping, Orange
Punt Striping Orange									

Doc # 78834



BID SUMMARY SHEET

NORCO DRIVE SEWER AND WATER IMPROVEMENTS

Powell Engineering
Construction

T.E. Roberts, Inc.

Perry C. Thomas
Construction, Inc.

ITEM	QUANTITY	UNITS	DESCRIPTION	UNIT BID	TOTAL	UNIT BID	TOTAL	UNIT BID	TOTAL
1	1	LS	Clearing, Grubbing, Mobilization and Traffic Control	\$6,200.00	\$6,200.00	\$3,800.00	\$3,800.00	\$17,500.00	\$17,500.00
2	3	EA	Sewer Manhole per City of Norco Std. Dwg. No 515	\$2,700.00	\$8,100.00	\$3,100.00	\$9,300.00	\$3,200.00	\$9,600.00
3	765	LF	8" VCP Sewer Pipe	\$55.00	\$43,175.00	\$70.75	\$55,538.75	\$30.00	\$23,550.00
4	187	LF	4" VCP Sewer Lateral Per City of Norco Std. Dwg. No. 500A	\$65.00	\$12,155.00	\$85.50	\$15,988.50	\$90.00	\$16,830.00
5	7,242	SF	Street Pavement Repair per City of Norco Std. 155	\$9.50	\$68,799.00	\$6.75	\$48,883.50	\$7.90	\$56,487.60
6	295	LF	12" CML&C Water Line	\$98.00	\$28,910.00	\$90.00	\$23,600.00	\$112.00	\$33,040.00
7	2	EA	12" Butterfly Valve	\$2,100.00	\$4,200.00	\$3,300.00	\$6,600.00	\$2,678.00	\$5,356.00
8	1	EA	Remodel/Reconstruct Existing Sewer Manhole Shaft Per SPPWC Std. Plan 208-2	\$1,800.00	\$1,800.00	\$4,500.00	\$4,500.00	\$1,500.00	\$1,500.00
9	5	EA	Thrust Blocks per City of Norco Std. Dwg. No. 460	\$300.00	\$1,500.00	\$200.00	\$1,000.00	\$200.00	\$1,000.00
10	1	LS	Pipe Fittings, Connections to Existing, and All Related Work and Materials	\$11,040.00	\$11,040.00	\$20,000.00	\$20,000.00	\$34,515.00	\$34,515.00
TOTAL BID					\$185,879.00		\$189,210.75		\$199,378.60
				vs.	\$186,853.00				
Low Bid Subcontractors									



BID SUMMARY SHEET

NORCO DRIVE SEWER AND WATER IMPROVEMENTS

ITEM	QUANTITY	UNITS	DESCRIPTION	Environmental Assessment and Remediation Management, Inc.		Garcia Juarez Construction, Inc.		Genesis Construction	
				UNIT BID	TOTAL	UNIT BID	TOTAL	UNIT BID	TOTAL
1	1	LS	Clearing, Grubbing, Mobilization and Traffic Control	\$18,276.00	\$18,276.00	\$2,000.00	\$2,000.00	\$35,603.00	\$35,603.00
2	3	EA	Sewer Manhole per City of Norco Std. Dwg. No 515	\$4,313.00	\$12,939.00	\$5,000.00	\$15,000.00	\$4,500.00	\$13,500.00
3	785	LF	8" VCP Sewer Pipe	\$99.00	\$77,715.00	\$117.00	\$91,845.00	\$100.00	\$78,500.00
4	187	LF	4" VCP Sewer Lateral Per City of Norco Std. Dwg. No. 500A	\$115.00	\$21,505.00	\$80.00	\$14,960.00	\$115.00	\$21,505.00
5	7,242	SF	Street Pavement Repair per City of Norco Std. 155	\$3.00	\$21,726.00	\$4.00	\$28,968.00	\$1.00	\$7,242.00
6	295	LF	12" CML&C Water Line	\$142.00	\$41,890.00	\$200.00	\$59,000.00	\$170.00	\$50,150.00
7	2	EA	12" Butterfly Valve	\$3,150.00	\$6,300.00	\$2,000.00	\$4,000.00	\$3,000.00	\$6,000.00
8	1	EA	Remodel/Reconstruct Existing Sewer Manhole Shell Per SPPWC Std. Plan 208-2	\$1,020.00	\$1,020.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00
9	5	EA	Thrust Blocks per City of Norco Std. Dwg. No. 460	\$225.00	\$1,125.00	\$300.00	\$1,500.00	\$100.00	\$500.00
10	1	LS	Pipe Fittings, Connections to Existing, and All Related Work and Materials	\$14,475.00	\$14,475.00	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00
TOTAL BID					\$216,971.00		\$228,273.00		\$235,000.00
					vs. \$217,071.00				
Low Bid Subcontractors									



BID SUMMARY SHEET

NORCO DRIVE SEWER AND WATER IMPROVEMENTS

ITEM QUANTITY UNITS	DESCRIPTION	Paulus Engineering		Kennedy Pipeline Company		Atlas-Allied, Inc.		Callaguna, Inc.	
		UNIT BID	TOTAL	UNIT BID	TOTAL	UNIT BID	TOTAL	UNIT BID	TOTAL
1	1 LS Clearing, Grubbing, Mobilization and Traffic Control	\$4,000.00	\$4,000.00	\$6,024.00	\$6,024.00	\$23,000.00	\$23,000.00	\$25,000.00	\$25,000.00
2	3 EA Sewer Manhole per City of Norco Std. Dwg. No 515	\$3,000.00	\$9,000.00	\$5,541.00	\$16,623.00	\$9,000.00	\$27,000.00	\$8,000.00	\$24,000.00
3	785 LF 8" VCP Sewer Pipe	\$102.00	\$80,070.00	\$87.00	\$68,295.00	\$120.00	\$94,200.00	\$115.00	\$90,275.00
4	187 LF 4" VCP Sewer Lateral Per City of Norco Std. Dwg. No. 500A	\$98.00	\$18,326.00	\$183.00	\$34,221.00	\$80.00	\$14,960.00	\$104.00	\$19,448.00
5	7,242 SF Street Pavement Repair per City of Norco Std. 155	\$7.00	\$50,694.00	\$6.00	\$43,452.00	\$6.00	\$43,452.00	\$7.00	\$50,694.00
6	295 LF 12" CH&C Water Line	\$194.00	\$57,230.00	\$195.00	\$57,525.00	\$110.00	\$32,450.00	\$160.00	\$47,200.00
7	2 EA 12" Butterfly Valve	\$2,800.00	\$5,600.00	\$4,632.00	\$9,264.00	\$6,000.00	\$12,000.00	\$3,400.00	\$6,800.00
8	1 EA Remodel/Reconstruct Existing Sewer Manhole Shelf Per SPPWC Std. Plan 208-2	\$2,000.00	\$2,000.00	\$5,866.00	\$5,866.00	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00
9	5 EA Thrust Blocks per City of Norco Std. Dwg. No. 460	\$350.00	\$1,750.00	\$677.51	\$3,387.55	\$400.00	\$2,000.00	\$370.00	\$1,850.00
10	1 LS Pipe Fittings, Connections to Existing, and All Related Work and Materials	\$8,500.00	\$8,500.00	\$8,062.58	\$8,062.58	\$5,200.00	\$5,200.00	\$16,750.00	\$16,750.00
		TOTAL BID		TOTAL BID		TOTAL BID		TOTAL BID	
			\$237,170.00		\$252,720.13		\$256,762.00		\$283,017.00
			vs. \$238,570.00						vs. \$283,624.00
		Low Bid Subcontractors							

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Beth Groves, City Manager *Beth Groves*

PREPARED BY: Lori J. Askew, Senior Engineer *LA*

DATE: July 6, 2011

SUBJECT: Award of Contract for the Riverside County Flood Control and Water Conservation District Master Drainage Plan Storm Drain Design Services

RECOMMENDATION: Award a professional design services contract to Armstrong and Brooks Consulting Engineers for a not to exceed amount of \$94,555.

SUMMARY: The City has solicited and received five professional design proposals for the design of various Riverside County Flood Control and Water Conservation District (RCFC) Master Drainage Plan (MDP) improvement projects. Armstrong and Brooks Consulting Engineers was determined to have the most understanding of the City's needs regarding the projects and therefore staff is recommending entering into a contract for professional design services in an amount not to exceed \$94,555.

BACKGROUND/ANALYSIS: On April 6, 2011, the City sent out a solicitation for professional design service for the design of various RCFC MDP improvement projects. The projects were selected by the City from a list submitted annually to RCFC as being the highest priority. On May 4, 2011 a total of 5 companies submitted proposals. These proposals were reviewed by staff for understanding of the project and approach to design. While all submittals were complete in nature, Armstrong and Brooks Consulting Engineers showed the most understanding of the projects in addition to providing a reasonable cost. The Request for Proposal contained the following projects:

- Lateral S-5A:
 - Closed Conduit from the west end of Kingman Drive to the easterly boundary of the Norco Junior High School
- Lateral NB-2:
 - Closed Conduit in Temescal Avenue from Line NB to Cole Street
- Lateral N-1B:
 - Closed Conduit in Hillside Avenue from Line N-1 to 1,600 feet south
- Lateral N-1E:
 - Closed Conduit in Center Avenue from Line N-1 to 400 feet north

July 6, 2011

After meeting with Armstrong and Brooks to finalize their proposal, staff decided to add one additional project to the list, that being:

- Lateral N-1A:
 - Closed Conduit in Center Avenue from Line N-1 to 1,100 feet south

Even with the addition of the extra project, their proposal (not-to-exceed amount of \$94,555.00) was still considerably lower than the other four proposers and more in line with the City's estimated cost.

FINANCIAL IMPACT: Allocate funds included in the adopted FY 2012 CIP Budget in the amount of \$94,555.00 from Storm Drain Capital Fund 129 for Professional Design Services by Armstrong and Brooks Consulting Engineers.

/lja - 78845

Attachments: 1) Professional Consulting Engineering Services Proposal from Armstrong and Brooks Consulting Engineers dated June 22, 2011.
2) Contract between the City of Norco and Armstrong and Brooks Consulting Engineers.

J.N. 111.1070
June 22, 2011

City of Norco - Public Works Department
2870 Clark Ave.
Norco, CA 92860

**Armstrong & Brooks
Consulting Engineers**

Planning-Infrastructure-Site Development-Water Resources

Attn: Mr. Bill Thompson
Public Works Director

Regarding: Civil Engineering Services
Master Drainage Plan Storm Drain Design – LINES S-5A, NB-2, N-1A, N-1B, N-1E

Dear Mr. Thompson:

I would like to thank you for this opportunity to provide the City of Norco Public Works Department with a proposal for Civil Engineering Services. The items listed in this proposal are based on our discussions regarding the City's desire to construct Lines S-5A, NB-2, N-1A, N-1B and N-1E as shown on the City of Norco's Master Drainage Plan. Our original proposal for the Master Drainage Plan Storm Drain Lines did not include Line N-1A, but it has been added to our scope at the request of the City.

The City has also requested that our office provide aerial topographic survey to cover each Line segment. The original proposal intended on picking up the culture and topography of some of the shorter reaches via field topographic survey only. It was also noted that we had inadvertently omitted the budget for aerial topography along one of the longer reaches.

It is our understanding that we are to pick up the tributary flows depicted on the Master Drainage Plan and that our office will not perform supplementary studies to verify the quantities. Additionally, our office has excluded the preparation and processing of legal descriptions & plat maps for public storm drain easements, temporary construction easements and/or additional rights-of-way.

The City also requested that we include monitoring and reporting services as part of our LUP (SWPPP). These services have been budgeted in the updated scope.

On the succeeding pages of this proposal I have outlined the work included in the preparation and processing of the anticipated storm drain improvement plans, specifications and estimates. The scope of work in this proposal is subject to your review and approval and any deletion or addition of line items will result in an appropriate fee adjustment.

The scope and fee proposal are valid for a period of 90-days of this letter. Thank you again for this opportunity to be of service and should you have any questions or comments regarding the contents of this proposal, please do not hesitate to call. I look forward to working with you and your associates on this project.

Sincerely,

Dennis G. Armstrong, P.E.
Principal

Armstrong & Brooks Consulting Engineers
1530 Consumer Circle, Unit "B" ~ Corona, CA. ~ 92880
Ph. (951) 372-8400 ~ Fax (951) 372-8430

EXHIBIT "A"

**MDP LINES S-5A, NB-2, N-1A, N-1B & N-1E – NORCO, CA
PROPOSAL FOR ENGINEERING SERVICES**

SECTION I - Scope of Work and Fees

111.1070.1 – Preliminary Engineering

.01	Research, Field Review & Utility Coordination(LS)	\$ 2,520
	* Research and review existing survey maps, improvement plans and technical reports	
	◊ Notification of Utility Cos. participating in Underground Service Alert	
	* Owner's Title Co. to provide Title Report and Supporting Documents	
.02	Aerial & Field Topographic Design Survey(LS)	\$ 19,740
	* Establish horizontal & vertical control-City approved datum	
	◊ Perform Aerial Topographic Survey 1"=40' at 1' contour interval	
	* Perform Field Topographic Design Survey	
	◊ Compile Design Survey	
.03	Base Map Preparation.....(LS)	\$ 4,540
	* Prepare Base Map from record information to identify record boundary and location of existing infrastructure improvements	
	◊ Incorporate aerial & field topographic survey data to generate topographic siteplan	
.04	Conceptual Alignment & Design Workshop.....(LS)	\$ 5,440
	◊ Prepare and Process Conceptual Alignment Studies to identify potential conflicts and design recommendations	
	◊ Plan & Profile at minimum scale of 1"=40'	
	◊ Preliminary Design Workshop Presentation & Meeting	
.05	Pothole Plan.....(LS)	\$ 4,710
	* Prepare an exhibit identifying potential potholing locations from record data and field reconnaissance	
	* Perform Potholing operations (1 day max.) and accompanying field survey (8hrs. max.)	
	* Compile potholing data to identify potential obstructions	
	Incidental Expense Allowance.....(T&M)	\$ 750
	Estimated Fee – Preliminary Engineering:	<u>\$ 37,700</u>

EXHIBIT "A"

**MDP LINES S-5A, NB-2, N-1A, N-1B & N-1E – NORCO, CA
PROPOSAL FOR ENGINEERING SERVICES**

111.1070.2 – Final Engineering

.06	Public Storm Drain Improvement Plan(LS)	\$ 22,760
	* Prepare and Process a Public Storm Drain Improvement Plans Plan & Profile at 1"=40' minimum scale	
	◊ Line S-5A (approx. 250 lf), including catch basin inlets (1 ea.) and accompanying junction structures (1 ea.)	
	◊ Line NB-2 (approx. 650 lf), including catch basin inlets (4 ea.) and accompanying laterals (4 ea. at 20 lf.), junction structures (3 ea.)	
	* Line N-1A (approx. 1,150 lf), including catch basin inlets (6 ea.) and accompanying laterals (6 ea. at 20 lf.), junction structures (3 ea.)	
	◊ Line N-1B (approx. 1,650 lf), including catch basin inlets (6 ea.) and accompanying laterals (6 ea. at 20 lf.), junction structures (4 ea.)	
	* Line N-1E (approx. 400 lf), including catch basin inlets (2 ea.) and accompanying laterals (2 ea. at 20 lf.), junction structures (1 ea.)	
	* Plan & Profile at minimum scale of 1"=40'	
	* Line NB-2 to be prepared on RCFC&WCD titleblock	
	◊ Lines S-5A, N-1A, N-1B & N-1E to be prepared on City of Norco titleblock	
.07	Hydraulic Analysis.....(LS)	\$ 2,850
	◊ Model storm drain lines, laterals, inlets and structures to determine HGL of proposed drain system (WSPGN by CivilDesign)	
	* HGL to be plotted in profile	
.08	LUP (SWPPP)(LS)	\$ 11,255
	* Prepare and process a SWPPP for a Type 1 LUP	
	◊ Upload Permit Registration Documents, including an NOI, project siteplan, proposed BMP's and construction drawings	
	◊ Perform monitoring and report services for Type 1 LUP Assumes 16 weeks at 1 hr. per day, excludes sampling and testing	
	* Process NOT upon project completion and stabilization	
.09	Technical Specifications(LS)	\$ 2,780
	◊ Prepare Technical Specifications	
	◊ Identify minimum standards to regulate and control construction and quality of materials	
.10	Quantity & Cost Estimates.....(LS)	\$ 2,480
	* Perform quantity takeoffs	
	◊ Prepare an engineer's construction cost estimate for City's bid schedule	
.11	Project/Agency Coordination and Meetings(LS)	\$ 5,150
	* Meetings and coord. with project team to prepare and process the public storm drain improvement plans through the City of Norco	
	◊ Meetings and coord. with outside agencies, utility cos., etc.	
	* Preparation and Processing of Submittal Packages, including digital transfers	
	Incidental Expense Allowance.....(T&M)	\$ 1,600
	Estimated Fee – Final Engineering:	<u>\$ 48,875</u>

J.N. 111.1070
June 22, 2011

EXHIBIT "A"

**MDP LINES S-5A, NB-2, N-1A, N-1B & N-1E – NORCO, CA
PROPOSAL FOR ENGINEERING SERVICES**

111.1070.3 – Bidding & Construction Support Services

.12	Bidding Support Services(LS)	\$ 1,590
	✦ Assist City in response to requests for clarification, etc. during the bidding process	
.13	Construction Administration(LS)	\$ 2,620
	✦ Assist City in response to requests for information, requests for substitution, etc.	
	✦ Assist City in review and response to Construction Contract Change Orders	
	✦ Document and Review Shop Drawings	
.14	As-Built Drawings(LS)	\$ 3,270
	✦ Prepare and process As-Built drawings from contractor supplied and inspector approved redline drawings identifying any field changes during the course of construction	
	✦ Provide RCFC&WCD and the City of Norco with Mylar As-Built drawings and digital drawings in AutoCad and PDF on a CD	
	Incidental Expense Allowance(T&M)	\$ 500
	Estimated Fee – Bidding & Construction Support Services:	<u>\$ 7,980</u>
	TOTAL ESTIMATED FEE – Engineering:	<u>\$ 94,555</u>

EXHIBIT "A"

**MDP LINES S-5A, NB-2, N-1A, N-1B & N-1E – NORCO, CA
PROPOSAL FOR ENGINEERING SERVICES**

SECTION II - Exclusions and/or Conditions of Proposal

1. Incidental Expenses shall be billed at cost plus 15%.
2. Owner shall be responsible for the payment of all filing, processing and permit fees required by the governing agencies.
3. Excludes preparing and processing a supplemental hydrology study and report. Flow rates depicted upon the MDP shall be used for design.
4. Excludes negotiations with private parties to acquire Off-Site easements or other rights and permissions.
5. Excludes the preparation and processing of legal descriptions, plat maps and deeds for On-Site and/or Off-Site easements or Rights-of-Way for Public or Private improvements other than those explicitly stated within this proposal.
6. Excludes the preparation and processing of environmental quality control plans (Water Quality Management Plan-WQMP, Storm Water Pollution Prevention Plan-LUP (Type 2 or 3) other than those explicitly stated in this proposal.
7. Excludes performing sampling and testing of effluent (LUP Type 1).
8. Excludes the preparation and processing of Off-Site Improvement Plans (Public or Private) other than those explicitly stated in this proposal.
9. Excludes the preparation and processing of retaining wall calculations, details and profiles.
10. Excludes the preparation, processing and coordination of any dry utility (gas, electric, cable, telephone, etc.) improvement plans.
11. Excludes the preparation and processing of a Record of Survey and/or Corner Records.
12. Excludes the preparation and processing of miscellaneous Exhibits (Public Hearings, Team Meetings, etc.) other than those explicitly stated within this proposal.
13. Excludes permit processing with outside agencies (U.S. Army Corps. of Engineers, Caltrans, Department of Fish and Game, U.S. Wildlife, etc.)
14. Excludes preparation and updating of a project schedule
15. Proposals for the aforementioned, if deemed required, will be prepared upon request

J.N. 111.1070
June 22, 2011

EXHIBIT "A"

**MDP LINES S-5A, NB-2, N-1A, N-1B & N-1E – NORCO, CA
PROPOSAL FOR ENGINEERING SERVICES**

**Billing Rate Schedule
2011**

<i>Professional Services</i>	<i>Rate</i>
<i>Principal</i>	<i>\$150/Hr.</i>
<i>Civil Engineer</i>	<i>\$125/Hr.</i>
<i>Designer</i>	<i>\$85/Hr.</i>
<i>Draftsperson</i>	<i>\$75/Hr.</i>
<i>2 Man Survey Crew</i>	<i>\$165/Hr.</i>
<i>Miscellaneous Services</i>	<i>Rate</i>
<i>Travel Time</i>	<i>\$50/Hr.</i>
<i>Secretary</i>	<i>\$50/Hr.</i>
<i>Reimbursable Expenses</i>	<i>Cost + 15%</i>

Hourly Rates are chargeable in one-quarter hour increments and are subject to change January 1, 2012

**California Council
of Civil Engineers
& Land Surveyors**

111.1070-NORCO MASTER DRAINAGE PLAN
LINES (S-5A, NB-2, N-1A, 1-1B, N-1E)

(For Office Use)

STANDARD FORM OF AGREEMENT BETWEEN CLIENT AND CONSULTANT

AGREEMENT entered into at Norco, California
made this 22nd day of June, 2011, by and between _____

CITY OF NORCO
2870 Clark Ave., Norco, CA, 92860

hereinafter called "client," and ARMSTRONG & BROOKS CONSULTING ENGINEERS
1530 Consumer Circle, Unit B
Corona, CA 92880

hereinafter called "consultant."
Client intends to _____ have consultant provide engineering services as further described in attached
Exhibit 'A' - Scope of Work.

hereinafter called "project."
The present record owner is:
Name: N/A
Address: _____

The lender is (if none, state below):
Name: N/A
Address: _____

Client and consultant for mutual consideration hereinafter set forth, agree as follows:

A. Consultant agrees to perform the following services:
Engineering services as further described in attached Exhibit 'A' - Scope of Work.

B. Client agrees to compensate consultant for such services as follows:
Lump Sum and Time & Materials budget of \$94,555.00, not to be exceeded without Client authorization as identified in attached Exhibit 'A' - Scope of Work

C. Client has read and understands all the Standard Provisions of Agreement set forth on the following pages and the Exhibits hereto, and agrees all Standard Provisions and Exhibits are a part of this Agreement and are binding on client. [_____] *client's initials*

D. Client and consultant agree that the late payment charge provided for in Paragraph 33 of the Standard Provisions of Agreement shall be 12% per annum or the maximum provided by law, whichever is less. [_____] *client's initials*

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this agreement upon the terms, conditions, and provisions above stated, the day and year first above written.

CONSULTANT: ARMSTRONG & BROOKS

CLIENT: CITY OF NORCO

By _____
Dennis G. Armstrong

By _____
(Signature)

By _____

Name _____
(Print)

Title _____

STANDARD PROVISIONS OF AGREEMENT

Client and consultant agree that the following provisions shall be part of this agreement:

1. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of client and consultant.
2. Either client or consultant shall not assign this agreement without the prior written consent of the other.
3. This agreement contains the entire agreement between client and consultant relating to the project and the provision of services to the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force or effect. Subsequent modifications to this agreement shall be in writing and signed by both client and consultant.
4. Consultant's waiver of any term, condition, or covenant or breach of any term, condition or covenant shall not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant.
5. If any term, condition, or covenant of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on client and consultant.
6. Consultant is not responsible for delay caused by activities or factors beyond consultant's reasonable control, including but not limited to: delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of client to furnish timely information or approve or disapprove consultant's work promptly, faulty performance by client or other contractors or governmental agencies. When such delays beyond consultant's reasonable control occur, client agrees consultant is not responsible in damages nor shall consultant be deemed to be in default of this agreement.
7. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to: permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits.
8. Consultant shall only act as an advisor in all governmental relations.
9. In the event that client institutes a suit against consultant, either directly by complaint or by way of cross-complaint, including a cross-complaint for indemnity, for alleged negligence, error, omission, or other failure to perform, and if client fails to obtain a judgment in client's favor, the lawsuit is dismissed, or if judgment is rendered for consultant, client agrees to pay consultant all costs of defense, including attorneys' fees, expert witness fees, court costs, and any and all other expenses of defense. Client agrees such payment shall be made immediately following dismissal of the case or upon entry of judgment.
10. If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorneys' fees, which fees may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which he may be entitled.
11. Client agrees that in the event client institutes litigation to enforce or interpret the provisions of this agreement, such litigation is to be brought and adjudicated in the appropriate court in the county in which consultant's principal place of business is located, and client waives the right to bring, try or remove such litigation to any other county or judicial district.
12. All original papers, documents, drawings and other work product of consultant and copies thereof, produced by consultant pursuant to this agreement, except documents which are required to be filed with public agencies, shall remain the property of consultant and may be used by consultant with the consent of client.
13. All services provided pursuant to this agreement may be used by client only for the project described on the face hereof.
14. Client and consultant agree to cooperate with each other in every way on the project.
15. Upon written request, client and consultant shall execute and deliver, or cause to be executed and delivered, such additional instruments and documents, which are necessary to perform the agreement.
16. This agreement shall not be construed to alter, affect or waive any lien or stop notice rights which consultant may have for the performance of services pursuant to this agreement.
17. If payment for consultant's services is to be made on behalf of client by a third-party lender, client agrees that consultant shall not be required to indemnify the third-party lender, in the form of an endorsement or otherwise, as a condition of receiving payment for services.
18. Consultant makes no representation concerning the estimated quantities and cost figures made in connection with maps, plans, specifications, or drawings other than that all such figures are estimates only and consultant shall not be responsible for fluctuations in cost factors.
19. Consultant does not guarantee the completion or quality of performance of contract or the completion or quality of performance of contracts by the construction contractor or contractors, or other third parties, nor is he responsible for their acts or omissions.
20. Consultant makes no warranty, either express or implied, as to his findings, recommendations, specifications, or professional advice except that the work was performed pursuant to generally accepted standards of practice in effect at the time of performance.
21. Consultant makes no representations concerning soil conditions unless specifically included in writing in this agreement, and he is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing.
22. Estimates of areas provided under this agreement are not to be considered precise unless consultant specifically agrees to provide the precise determination of such areas.
23. In the event that changes are made in the plans and specifications by client or by any other person other than consultant which changes affect consultant's work, any and all liability arising out of or resulting from such changes is waived by client against consultant, and client assumes full responsibility and liability for such changes unless client gives consultant prior written notice of such changes and consultant consents in writing to such changes. Client agrees to indemnify consultant against any and all liability, loss, costs, damages, fees or attorneys and other expenses that Consultant may sustain or incur as a result of such unconsented changes.
24. Client agrees not to use or permit any other person to use plans, drawings, or other documents prepared by consultant, which plans, drawings, or other documents are not signed by consultant. Client agrees to be liable and responsible for any such use of unsigned plans, drawings, or other documents not signed by consultant and waives liability against consultant for their use.
25. Consultant has a right to complete all services agreed to be rendered pursuant to this contract. In the event this agreement is terminated before the completion of all services, unless consultant is responsible for such early termination, client agrees to release consultant from all liability for work performed.
26. If the client fails to pay consultant within thirty (30) days after invoices are rendered, client agrees consultant shall have the right to consider such default in payment a material breach of this entire agreement, and, upon written notice, the duties, obligations, and responsibilities of consultant under this agreement are terminated. In such event, client shall promptly pay consultant for all fees, charges, and services provided by consultant.
27. Client agrees consultant will not perform on-site construction review, construction management, supervision of construction of engineering structures, or other construction supervision, for this project unless specifically provided for in this agreement, and that such services will be performed by others, and client will defend, indemnify, and hold consultant harmless from any and all liability arising from or resulting from the performance of construction review, construction management, supervision of construction of engineering structures, or other construction supervision by other persons or entities.

STANDARD PROVISIONS OF AGREEMENT (Continued)

28. Client agrees that in accordance with generally accepted construction practices, construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours, and client further agrees to defend, indemnify and hold consultant harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability arising from the sole negligence of consultant.
29. Client agrees to limit consultant's liability to client and to all contractors and subcontractors on the project due to professional negligence acts, errors or omissions of consultant to the sum of the consultant's fees.
30. Client agrees to purchase and maintain, during the course of construction, builder's risk "all risk" insurance, which will name consultant as an additional insured as their interest may appear.
31. All fees and other charges will be billed monthly and shall be due at the time of billing unless otherwise specified in this agreement.
32. Client agrees that the periodic billings from consultant to client are correct, conclusive, and binding on client unless client within ten (10) days from the date of receipt of such billing, notifies consultant in writing of alleged inaccuracies, discrepancies, or errors in the billing.
33. Client agrees to pay a late payment charge which will be computed at the periodic rate specified on the front hereof and will be applied to any unpaid balance commencing thirty (30) days after the date of the original billing.
34. If consultant, pursuant to this agreement, produces plans, specifications, or other documents and/or performs field work, and such plans, specifications, and other documents and/or field work are required by one or more governmental agency, and one or more such governmental agency changes its ordinances, policies, procedures or requirements after the date of this agreement any additional office or field work thereby required shall be paid for by client as extra work.
35. In the event of any increase of costs due to the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labor agreement or rise in the cost of living during the lifetime of this agreement such percentage increase shall be applied to all remaining compensation.
36. Client agrees that if client requests incidental services not specified pursuant to Exhibit 'A'- Scope of Work hereof, client agrees to pay for all such incidental services as extra work.
37. In the event that any staking is destroyed, damaged, or disturbed by an act of God or parties other than consultant, the cost of restaking shall be paid for by client as extra work.
38. Client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils resting fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this agreement.
39. In the event all or any portion of the work prepared or partially prepared by consultant be suspended, abandoned, or terminated, client shall pay consultant for all fees, charges, and services provided for the project not to exceed any contract limit specified herein.
40. This agreement shall be governed by and construed in accordance with the laws of the State of California.
41. Client agrees that in performing requested ALTA surveys in accordance with this contract consultant agrees to sign the statement on the survey documents attached hereto as Exhibit 1 and incorporated herein by this reference. In the event that consultant is required to sign a statement or certificate which differs from that contained in Exhibit 1, client hereby agrees to indemnify and hold consultant harmless from any and all liability arising from or resulting from the signing of any statement which differs from the statement contained in Exhibit 1.
42. Client acknowledges and agrees that if consultant provides surveying services, which services require the filing of a Record of Survey in accordance with Business and Professions Code Section 6762, that all of the costs of preparation, examination and filing for the Record of Survey will be paid by client.

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Beth Groves, City Manager 

PREPARED BY: Steve King, Planning Director 

DATE: July 6, 2011

SUBJECT: Discussion of Zoning Standards that Regulate the Maximum Number of Roosters Allowed on Properties in the A-1 Zone.

RECOMMENDATION: Direct the Planning Commission to take the matter up for discussion and report back at a later date any proposed recommendations.

SUMMARY: The City Council directed staff to agendize a review of the City's current regulations regarding the allowed number of roosters. Staff is recommending the issue be remanded to the Planning Commission for further review. If it is determined that the current zoning regulations should be revised the request would come forward as a recommendation to the City Council at a later date for further direction.

BACKGROUND: Current zoning regulations allow the non-commercial keeping of roosters in the A-1 zone based on lot size as follows:

LOT SIZE	NUMBER
10,000 to 19,999 square feet	13
20,000 to 24,999 square feet	25
25,000 to 29,999 square feet	38
30,000 to 34,999 square feet	50
35,000 to 39,999 square feet	63
40,000 and greater	75

ANALYSIS: The intent and purpose of the A-1 zone is to "encourage the development of agriculturally-oriented low-density living areas designed to take advantage of the rural environment." The purpose behind controlling the number of roosters is to protect that environment for neighbors and neighborhoods but still allow the raising of roosters for the purpose of showing, and for 4-H and Future Farmer projects.

The off-spring of permitted adult roosters are not counted toward the allowed total number until they reach the age of seven months but this is not necessarily when a rooster begins to crow, which can happen sooner. Also, all properties with more than 25 roosters are

Discussion of A-1 Zone and the Allowed Number of Roosters

Page 2

July 6, 2011

required to contain the roosters on-site at all times and at a minimum distance of 50 feet from adjacent residences. Any property with 75 or more roosters is automatically considered a commercial operation and subject to more stringent lot size requirements.

An issue that has come up recently is when adjoining lots have the allotted number of roosters on them and the fences between are removed, which is not illegal. If the properties are kept separate (which would be required because of existing homes on both lots) but the roosters are allowed to roam free, the total number of roosters from the two lots would exceed the threshold of being a commercial operation, and which would then require more acreage (nine acres minimum). If the roosters are contained on the individual properties there is no code violation whether there is a fence or not.

If two adjoining properties have the maximum allowed number of roosters and there is no physical separation of the two properties (e.g. fence), and the roosters are allowed to roam free, that would be considered a violation of the Code. But like any code case, without a formally filed complaint, the Code Compliance Officer can only act on what is visible from the street. In this type of situation there would be no way of observing how many roosters are on any one property at a time.

/sk-78862

CITY OF NORCO/ STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Beth Groves, City Manager 

DATE: July 6, 2011

SUBJECT: Consideration of documents related to Silverlakes Equestrian & Sports Park by and between the City of Norco and Balboa Management Group, LLC

RECOMMENDATION: It is recommended that the City Council approve documents and related procedural/statutory actions so that Balboa Management Group, LLC in cooperation with the City of Norco can move forward with the development of the Silverlakes Equestrian and Sports Park.

Adopt and approve in separate actions:

- a. Norco Silverlakes Ground Lease by and between the City of Norco (Landlord) and Balboa Management Group, LLC (Tenant).
- b. Norco Silverlakes Shared Use Agreement by and between the City of Norco (Landlord) and Balboa Management Group, LLC (Tenant).
- c. Resolution No. 2011-___, Restating the Conditions of Approval of Resolution No. 2009-08 (Adopted on March 4, 2009) relating to Conditional Use Permit No. 2008-09 for the Silverlakes Equestrian & Sports Park located on the east side of Hamner Avenue north of the Santa Ana River.
- d. Ordinance No. 2011-___, for first reading. Approving the Development Agreement between the City of Norco and Balboa Management Group, LLC for the Silverlakes Equestrian & Sports Park.
- e. Resolution No. 2011-___, approving findings that the Silverlakes Sports and Equestrian Park Project is consistent with the Deed Restriction on the 122-acre Silverlakes Property.
- f. Funding, Construction and Acquisition Agreement by and between the City of Norco and Balboa Management Group, LLC, a Delaware Limited Liability Company.

SUMMARY: In January of 2008, the Norco City Council/Norco Redevelopment Agency ("City/Agency") completed its Request for Proposals process and approved a Memorandum of Understanding ("MOU") with Belstarr Sports Management, LLC to proceed with development of a recreation and park facility on the Silverlakes site. Balboa Management Group, LLC is the successor entity to Belstarr Sports Management, LLC and is hereby referred to as Balboa. The MOU outlined the roles, expectations, goals and responsibilities of the parties until a Development Agreement and Ground Lease are negotiated.

Subsequently, on March 4, 2009 the City Council approved Conditional Use Permit 2008-09 (CUP) and certified the project environmental impact report (EIR). Since that time, active negotiations have been underway resulting in key legal documents the City Council must approve for the development to proceed. These documents include a Ground Lease; Shared Use Agreement; Funding, Construction and Acquisition Agreement; and a Development Agreement. Resolutions have also been prepared restating conditions of Resolution No. 2009-08 (Adopted on March 4, 2009) relating to Conditional Use Permit No. 2008-09 and approving findings that the Silverlakes Sports and Equestrian Park Project are consistent with the Deed Restriction on the 122-acre Silverlakes Property.

On August 11, 2010, the City of Norco Planning Commission conducted a public hearing to consider the Silverlakes Development Agreement. The Commission voted unanimously to approve Planning Resolution 2010-11 recommending that the City Council approve the Development Agreement. The Development Agreement was considered through the public hearing process at this same meeting.

Approval of these documents from the City Council is required so that Balboa in cooperation with the City of Norco can move forward with the development of the Silverlakes Equestrian and Sports Park (the "Project").

BACKGROUND/ANALYSIS: The City purchased the 122-acre Silverlakes property ("Property") in 2002. After conducting master planning efforts, the City ultimately decided to explore options for developing the property as a park and recreation facility in accordance with the deed restriction that exists on the property. The restriction declares:

"No portion of the Property... shall be used... for any purpose other than for public park, recreational and open space purposes..."

"...uses will be restricted to recreational and open space purposes with the addition to common park activities such as refreshment stands, horse boarding stables, and other park related concession operations to serve park users."

The Property was subsequently transferred to the Norco Redevelopment Agency ("Agency") in 2004. In 2007, the Agency/City initiated a Request for Qualifications & Proposals process (RFQ/P) seeking qualified developer/operators of a public park for recreational, sports, park, and related uses. It was anticipated that a qualified proposal from the private sector could deliver innovative development options for the property which

July 6, 2011

could achieve the Agency's/City's goals of creating an outstanding multi-purpose recreational facility with numerous community benefits.

After conducting an extensive search for qualified applicants and reviewing the resulting submittals, the Agency/City selected Balboa, which proposed a full service project with equestrian and sports field facilities. Balboa is an affiliate of Blenheim EquiSports which currently operates high-quality equestrian, sports and recreation facilities in San Juan Capistrano and Del Mar, California. Among other activities, these facilities host some of the more prominent show-jumping and dressage exhibitions in California, including 14 Grand Prix events annually.

After the selection process the Agency/City and Balboa (through its predecessor, Belstarr) entered into a Memorandum of Understanding (MOU) regarding the development of the property. The MOU, as amended, initiated negotiations between the Agency/City and Balboa culminating in the transactional documents that are now being presented to the City Council for approval.

In April of 2011, the Agency/City approved a Purchase and Sale Agreement by which the Agency sold the Property to the City of Norco. The relationship between the City and Balboa is now structured as a public/private partnership. If all the agreements are approved, Balboa will lease the property from the City for an initial 30 years. If extensions are approved, the total lease term between the City and Balboa may be up to 99 years total.

The transaction documents being presented for consideration and approval include, but are not limited to:

Ground Lease between the City and Balboa

The Norco Silverlakes Ground Lease is by and between the City of Norco as Landlord and Balboa Management Group, LLC as Tenant. This document lays out the terms and conditions by which Balboa will lease the Property from the City. Its exhibits include a legal description of the premises, a depiction of leased premises, Conditions Precedent, Memorandum of Ground Lease, permitted title exceptions, permitted uses, a list of improvements that must be made by Tenant, a list of public infrastructure improvements, a certificate of completion, an estoppel certificate, reference procedures, a Site Plan, the Shared Use Agreement and concept plans. The Ground Lease sets the initial rent to be paid by Balboa at \$396,480 annually, to be paid in monthly installments. This lease payment escalates at beginning of years six, 16, 26 and every five years thereafter. The first three initial rate increases are set at 8%, the following rate increases will be set at a range between a minimum of 3% and a maximum of 10% depending on CPI in the previous 5 year payment period. Balboa has been informed of the requirements of the City's E-Verify Ordinance No. 927.

Shared Use Agreement between the City and Balboa

The Shared Use Agreement defines the no-cost usage rights of the property to which the City will be entitled. Usage rights include an annual weekend sports tournament, annual All American Football Clinic and Football Scrimmage, each consisting of one weekend day, exclusive use of the entire property on the 4th of July (with the exception of the multi-purpose building and certain other areas), and weekly use of two practice fields Monday through Thursday.

Restated Conditions of Approval of Resolution No. 2009-08 relating to Conditional Use Permit No. 2008-09

City Council Resolution 2009-08 was adopted on March 4, 2009 approving Conditional Use Permit No. 2008-09. The resolution included the applicable standard City conditions of approval along with conditions of approval to implement the Environmental Impact Report (EIR), which was also adopted and certified as complete on March 4, 2009. These conditions are primarily established to bring the project to a point when occupancy and use of the facility can begin after it has been shown to be in compliance with the City's development standards and the EIR. There are also conditions that require continued monitoring to make sure the operation stays in compliance with the project as approved, and for on-going mitigation measures from the EIR.

The Development Agreement is the document that establishes the legal relationship between the City and Balboa and how the facility will be operated for the life of that relationship. As such, this requires minor modifications to the conditions of approval so that the language in the conditions better matches and reflects the language of the Development Agreement, which was not available when the original conditions were drafted. However, it needs to be noted that these minor modifications are within the context of the originally approved resolution and conditions of approval. None of the required actions have been reduced or eliminated. The minor modifications are in substantial compliance with the project as approved, and the approvals from March 4, 2009 still stand. Attached is the proposed City Council Resolution which will repeal and replace City Council Resolution 2009-08 in its entirety.

Development Agreement between the City and Balboa

The Development Agreement (DA) defines and outlines the responsibilities of the City and Balboa as related to the development of the Project. It also identifies the vested development rights granted to Balboa by the City. This includes setting development fees for the duration of the agreement and requiring that certain improvements be made by both the City and Balboa. The DA allows for a term of 30 years, provided there is no Event of Default. In exchange for development approvals and related fee provisions, Balboa will build at its cost all project improvements associated with the project. These are depicted in the preliminary Site Plan (Exhibit B of the DA), Project Improvements (Exhibit C of the DA), and Balboa's Project Improvement Phasing Plan (Exhibit E of the DA).

The DA is the legal agreement by and between the City and Balboa. California Government Code Sections 37380 through 37396 and Sections 65864 through 65869.5 authorize the City to lease property for a period not exceeding 99 years (subject to periodic review) and enter into development agreements for the development of real property.

Pursuant to this state law, the City has enacted Title 4 of the Norco Municipal Code (NMC) which provides procedures for the consideration of development agreements. This requires the Planning Commission to review a proposed DA for consistency with the General Plan in its recommendation to the City Council.

The Development Agreement requires a first reading and a second reading (anticipated to be July 20, 2011), and is followed by a statutory period of 30 days. If approved on these dates, the DA would become effective on August 19, 2011.

Funding, Construction and Acquisition Agreement between the City and Balboa

The Funding, Construction and Acquisition Agreement outlines how the City's on-site improvements will be funded, constructed, and reimbursed. Balboa will be responsible for building the on-site (on Silverlakes) City public infrastructure improvements which includes sewer, and water improvements. These improvements will be funded by existing City bond proceeds and the cost of these improvements shall not exceed \$6 Million. Balboa will repay the bonds in equal monthly installments over the remaining term of the existing bonds (i.e., the maturity date is October 1, 2039).

Project Schedule

Construction of the project is set to move forward in two phases which are defined in the Development Agreement. Phase I construction is expected to begin on or before June 2, 2012, and be completed by March 19, 2013. Pursuant to the DA, Balboa is not required to commence construction until certain Conditions Precedent have been met by both parties. The City and Balboa have until January 2, 2012 to satisfy the Conditions Precedent. With mutual approval by the City and Balboa, this date can be extended and certain Conditions Precedent may be waived. The parties can also mutually agree to an earlier date to satisfy the Conditions Precedent. Phase II construction, which will include the multipurpose building, must be completed pursuant to the Schedule of Performance by November 30, 2014.

FINANCIAL IMPACT: The Project is anticipated to have a positive economic impact on the City of Norco. The Silverlakes Equestrian and Sports Park is expected to eventually attract approximately one million visitors and residents to the Property and City annually, promoting economic activity and commercial growth within the area. A report titled "Silverlakes Equestrian Park Market Analysis" prepared in January of 2009 estimated that the Project will attract approximately 550,000 visitors in year one, growing to greater than 950,000 visitors by year five, resulting in \$37 million in direct expenditures in the City in year one of Project's operation, growing to \$64 million in year five, and increasing thereafter.

As stated previously in the staff report, the Ground Lease sets the initial rent to be paid by Balboa at \$396,480 annually, to be paid in monthly installments. This lease payment escalates at beginning of years six, 16, 26 and every five years thereafter. The first three initial rate increases are set at 8%, the following rate increases will be set at a range between a minimum of 3% and a maximum of 10% depending on CPI in the previous 5 year payment period.

July 6, 2011

Also as stated previously in the staff report, Balboa will be responsible for building the on-site (on Silverlakes) City public infrastructure improvements which includes sewer, and water improvements. These improvements will be funded by existing City bond proceeds and the cost of these improvements shall not exceed \$6 Million. Balboa will repay the bonds in equal monthly installments over the remaining term of the existing bonds (i.e., the maturity date is October 1, 2039).

176634

All documents related to Silverlakes Equestrian & Sports Park by and between the City of Norco and Balboa Management Group, LLC are available at the Office of the City Clerk and published on the City's website beginning Tuesday, July 5, 2011.

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Beth Groves, City Manager 

PREPARED BY: Brian K. Petree, Director
Parks, Recreation, Community Service and Animal Control

DATE: July 6, 2011

SUBJECT: **Ordinance No. 2011-__**; Code Amendment 2011-03 (City of Norco): An Amendment to Sections 6.12.020, 6.12.030, 6.12.040, 6.12.050 and 6.12.060 of the Norco Municipal Code ("Dog Licensing Process") to Establish the Criteria for One, Two, and Three Year Dog Licensing Throughout the City of Norco.

RECOMMENDATION: Adopt **Ordinance No. 2011-__**; for first reading.

SUMMARY: Code Amendment 2011-03 is a City-initiated proposal to amend Title 6 of the Norco Municipal Code (NMC) for "Dog Licensing Process" for rabies control required by the State of California. This code amendment is to establish criteria for a one, two, and three year dog licensing process. In addition, it will standardize the process with other agencies rabies licensing programs.

BACKGROUND: The State of California signed into law in 1957 that all dogs must be vaccinated for rabies and licensed at 4 months of age and that each city, county or incorporated jurisdiction must be responsible for enforcement of the law and may collect licensing taxes to reimburse its cost for implementation.

The State requires that all money collected for dog licenses shall be deposited to the credit licensing fund with the City and funds collected from rabies licensing to be used for the purposes specified by local ordinances.

This section of the NMC code was established in 1964 to meet with the State rabies vaccine licensing requirements. A new one, two and three year license program provides an opportunity for Norco residents to coordinate their dog licensing with the anniversary of the rabies vaccination.

Since the first rabies shot is good for one year, you may only purchase a one-year license. After the first year, three year rabies vaccines are offered. The City's current license system mandates and allows only a one year dog license lasting September 1 through August 31 of each year regardless if the rabies vaccination is still valid. This system causes early or additional rabies vaccinations to be issued only as a result of

the yearly license period, and is not in sync with the individual dog rabies vaccination period. The new one, two or three year license program will allow more flexibility for the resident to purchase a license for the entire rabies vaccination period. This also places the City of Norco in line with other Animal Control Agency's in the state offering a significant benefit to our residents and their dogs.

FINACIAL IMPACT: There is no financial impact. Licensing revenues are part of the current adopted budget for Fiscal Year 2011/2012. We will see a slight increase in revenues from projected fiscal year numbers based on implementation starting in August of 2011. The recommended licensing program has been instituted as part of the annual fee resolution adopted by Council annually.

/78824

Attachments: Ordinance ____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA AMENDING CHAPTER 6.12.020 THROUGH 6.12.060 OF THE NORCO MUNICIPAL CODE WITH ANY RELATED CROSS-REFERENCES ON OTHER CHAPTERS AS NEEDED. CODE AMENDMENT 2011-03

WHEREAS, The City of Norco requires all dogs over the age of four months to wear a license issued by the City; and

WHEREAS, The City of Norco will offer a one, two and three year license.

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

SECTION 1: Norco Municipal Code Sections 6.12.020 through 6.12.60 are hereby amended to read as follows:

6.12.020 Tags required--Exception. It is unlawful for any person to own, harbor, or maintain any dog over the age of four months within the incorporated area of the city for a period longer than thirty days, unless there is attached to such dog a current license tag obtained from the city manager or his officially designated representative or from any agency designated by the city by contract.

6.12.030 Issuance of annual dog licenses and fees thereon.

A. Subject to the provisions of this section, licenses shall be issued upon payment of Council resolution adopted fees.

(1) License valid for one year from date of issuance, for each altered dog, accompanied by a certificate signed by a veterinarian that said dog is permanently unable to reproduce.

(2) License valid for one year from date of issuance, for each dog to which the provisions of subsections (1) and (7) of this section are not applicable (unaltered dog).

(3) License valid for two years from date of issuance, for each altered dog, accompanied by a certificate signed by a veterinarian that the dog is permanently unable to reproduce.

(4) License valid for two years from date of issuance, for each dog to which the provisions of subsections (3) and (8) of this section are not applicable (unaltered dog).

(5). License valid for three years from date of issuance, for each altered dog, accompanied by a certificate signed by a veterinarian that the dog is permanently unable to reproduce.

(6) License valid for three years from date of issuance, for each dog to which the provisions of subsections (5) and (9) of this section are not applicable (unaltered dog).

(7) License valid for one year from date of issuance, for each altered dog, which is owned by a person sixty-two (62) years of age or older, and is accompanied by a certificate signed by a veterinarian that the dog is permanently unable to reproduce.

(8) License valid for two years from the date of issuance, for each altered dog, which is owned by a person sixty-two (62) years of age or older, and is accompanied by a certificate signed by a veterinarian that the dog is permanently unable to reproduce (altered dog).

(9) License valid for three years from the date of issuance, for each altered dog, which is owned by a person sixty-two (62) years of age or older, and is accompanied by a certificate signed by a veterinarian that the dog is permanently unable to reproduce.

(10) Each license specified in this section shall be valid for the period specified in this section and shall be renewed within thirty (30) days after such period terminates, except that where the current vaccination for the dog which is the subject of the license shall expire prior to the expiration date of the license being applied for, the director may upon request of the owner or custodian of such dog, backdate such license so that its expiration date occurs concurrent with or prior to the expiration date of the vaccination; provided, however, that where such backdating is performed, there shall be no reduction or discount of the license fee applicable to the license applied for, and such license shall be renewed within thirty (30) days after the date of its expiration.

(11) If an application for a license is made more than thirty (30) days after the date a dog license is required under this chapter, the applicant shall pay, in addition to the applicable license fee, a late fee.

(12) Upon transfer of ownership of any dog with a valid license under this chapter, the new owner shall notify the Director of such transfer within 30 days on a form prescribed by the Director, accompanied by a transfer fee.

B. No fee shall be required for a license for any assistance dog such as a guide dog, signal dog or service dog as defined in California Food and Agriculture Code, Section 30850(a), if such dog is in the possession and under the control of, in the case of a guide dog, a blind person, or in the case of a signal dog, a deaf or hearing-impaired person, or in the case of a service dog, a physically

disabled person, or where such dog is in the possession and under the control of a bona fide organization having as its primary purpose the furnishing and training of guide dogs for the blind, signal dogs for the deaf or hearing-impaired, or service dogs for the physically disabled. However this provision does not remove the owner's responsibility to vaccinate the dogs against rabies and attach a current license tag to the dog's collar. Whenever a person applies for an assistance dog identification tag, the person shall sign an affidavit as defined in California Food and Agriculture Code, Section 30850(b).

Every dog within the city which has an age of four months or older shall be immediately subject to all the provisions of this section and Chapter 6.12.

6.12.040 License--Requirements for issue.

The city manager or his officially designated representative shall issue a dog license or a renewal thereof and tag only upon presentation of a valid certificate of vaccination, or other satisfactory evidence, indicating that the period of time elapsing from the date of expiration of the license period being issued or renewed does not exceed thirty months in the case of vaccination with rabies vaccine or eighteen months in the case of vaccination with nerve tissue rabies vaccine.

6.12.050 Vaccination compulsory.

It is unlawful for any person to keep or harbor a dog which has not been vaccinated for rabies and the city manager or his officially designated representative or other person designated in this chapter shall capture and impound any dog over four months of age found within the incorporated area of the city which is not wearing a current city license tag. Every person in the incorporated area of the city who owns or harbors any dog or dogs over four months of age for periods in excess of periods provided in this chapter shall have such dog or dogs vaccinated against rabies as provided herein by a duly licensed veterinarian of his choice, and such vaccination shall be renewed at intervals of twelve months or thirty-six months from the date of the last vaccination.

6.12.060 Duty of person performing vaccination.

Each duly licensed veterinarian after vaccinating any dog shall sign a certificate in quadruplicate in the form required by the city. He shall keep one copy in his possession. He shall file the other copies with the city manager or his officially designated representative. Every owner of a dog shall attach the tag given him by the city to the collar or harness of the vaccinated dog.

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

SECTION 3: SEVERABILITY: If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance.

Ordinance No. ____

Page 4

July 6, 2011

The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, subsections, sentences, clauses, or phrases hereof irrespective of the fact that any one or more of the sections, subsections, sentences, clauses, or phrases hereof be declared invalid or unconstitutional.

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

Ordinance No. ____
Page 5
July 6, 2011

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held on July 20, 2011.

Mayor of the City of Norco, California

ATTEST:

Brenda Jacobs, City Clerk
City of Norco, California

I, BRENDA JACOBS, City Clerk of the City of Norco, California, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Norco, California, duly held on July 6, 2011, and thereafter at a regular meeting of said City Council duly held on July 20, 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 July 20, 2011.

Brenda Jacobs, City Clerk
City of Norco, California

/rs-78825

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Beth Groves, City Manager 

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

DATE: July 6, 2011

SUBJECT: Amendments to Comprehensive Fee Resolution

RECOMMENDATION: Adopt **Resolution No. 2011-___**, amending Resolutions Nos. 2010-26, 2010-61 and 2011-22 to update and adjust fees for General City Services as follows:

- 1) Adjustment to certain fees based on the changes to the Consumer Price Index from March 2010 to March 2011;
- 2) Addition of certain new fees to the Comprehensive Fee Schedule ;

SUMMARY: On June 2, 2010, the City Council adopted Resolution No. 2010-26 updating the fees for general City services. On October 20, 2010, the City Council adopted Resolution No. 2010-61, amending the General Fees not included in the previous revision to include Parks, Recreation & Community Services. Again on May 4, 2011, City Council adopted Resolution No. 2011-22, revising fees for the Building Division services. This proposed Resolution recommends the following changes to the City's Comprehensive Fee Schedule:

1. Adjustment to certain fees based on the changes to the Consumer Price Index from March 2010 to March 2011 (Attachment 1);
2. Addition of certain new fees to the Comprehensive Fee Schedule (Attachment 2);

BACKGROUND/ANALYSIS: In 2008, Revenue & Cost Specialists (RCS) prepared a User Fee Study. The findings from the study resulted in City Council adopting Resolution No. 2010-26 updating some fees for general City services. On January 21, 2009, Parks, Recreation & Community Services Department fees were adjusted based on Consumer Price Index of 3.1% in lieu of the recommended adjustments from the previous fee study. In late 2009, the Director of Public Works engaged RCS to conduct an updated study on building fees/rates. The updated study resulted in Resolution No. 2011-22, amending

Building Division Services fees.

Based on the results of changes in Consumer Price Index (CPI) from March 2010 to March 2011, the need to recover direct costs for facility uses, and necessity to add fees that were not previously in the Master Fee Schedule, staff is recommending the following adjustments to various City fees and rates for services.

Fees Recommended for Adjustment by CPI:

Most of the existing fees except for those being recommended for adjustment as a result of the updated fee study are being recommended for adjustment by changes in the Consumer Price Index of 3.1% between March 2010 and March 2011 for Los Angeles, Riverside and Orange County Area. The fees being recommended for adjustment by CPI are listed by department on Attachment 1.

New Fees:

These fees are being recommended to be added to the Master Fee Schedule. The addition is now necessary based on new services being performed as a result of changes in City Ordinances and/or for services not previously charged. As example, under the Planning Division, a new fee has been identified for Public Noticing. This fee includes site posting, legal notice and mailing radius package. An additional fee is being recommended for the Planning Division to cover costs associated with additional animal units requiring conditional use permit in the A-1 zone. Under the Animal Control Division, new fees are also identified, as well as a change in the dog license program. A new one, two and three year license program will provide an opportunity for Norco residents to coordinate their dog licensing with the anniversary of the rabies vaccination. This also places the City of Norco in line with the other animal control agencies in the state, offering a significant benefit to our residents and their dogs. Additional fees for late licensing, transfer of ownership, maintenance and replacement of lost tags is being recommended. Under the City Clerk Division, one fee is being removed for Passport Photo Service. Due to reduced staffing, this service is no longer being offered by the City. The new fees which are being recommended to be adopted and added to the Master Fee Schedule are listed by department on Attachment 2.

FINANCIAL IMPACT: Staff estimates \$83,000 in additional revenues will be generated to the General Fund if the various changes being recommended are made to the Master General Fee Schedule.

/jk-78836
Attachment: Resolution 2011-____

RESOLUTION NO. 2011-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA, AMENDING RESOLUTIONS NOS. 2010-26, 2010-61 and 2011-22 TO UPDATE AND ADJUST FEES FOR GENERAL CITY SERVICES

WHEREAS, in 2008 the City of Norco, California, conducted an extensive analysis of its services, the costs reasonably borne by providing those services, the beneficiaries of those services, and the revenues produced by those paying fees and charges for special services; and

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, a notice of public hearing has been provided in accordance with Government Code Section 6062a, oral and written presentations were made and received, and the required public hearing was 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, it is the intention of the City Council to adopt an amendment to the schedule of fees and charges based on the City's budgeted and projected costs for the Fiscal Year 2011-12; 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. Resolution Nos. 2010-26, 2010-61 and 2011-22 are hereby amended.

SECTION 2. The General City Services fees for all Departments are hereby amended as listed in Attachments "1-2" of this Resolution.

SECTION 3. The 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 July 6, 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 July 6, 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 July 6, 2011.

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

/jk-78854
Attachment: Attachments 1 - 2

Reso. No. 2011 - ____, Amend Fee Resolution

July 6, 2011

Attachment "1"

CITY CLERK	FEE	PROPOSED FEE
Subscription Fee – Council Agendas – plus postage	\$56.00	\$56.00*
Subscription Fee – Council Minutes – plus postage	\$148.00	\$148.00*
Subscription Fee – Council Agendas and Minutes – plus postage	\$178.00	\$178.00*
Subscription Fee – Planning Agendas – plus postage	\$56.00	\$56.00*
Subscription Fee – Planning Minutes – plus postage	\$148.00	\$148.00*
Subscription Fee – Planning Agendas and Minutes – plus postage	\$178.00	\$178.00*
Reproduction (up to 11" x 17") - Black/White	\$0.25	\$0.25*
Reproduction (up to 11" x 17") - Color	\$0.50	\$0.50*
Reproduction (larger than 11" x 17") - Black/White or Color	\$10.00	\$10.00*
Reproduction Service – CD	\$5.00**	\$5.00**
Passport Photo-Service	\$7.00	Remove
Tape Duplication	\$20.00	\$20.00*
Document Certification – \$10 minimum plus reproduction costs	\$10.00	\$10.00*

* No Fee Increase

** Fee based on direct cost of duplication

FIRE DEPARTMENT		FEE	PROPOSED FEE
Fire Administration, General			
Vacant Lot Weed Abatement - Contractor's charge, plus 100% Admin	Cost of Service	Cost of Service	
Lien Release Request - First Lien	\$255.00	\$255.00	\$263.00
Lien Release Request - Additional Lien	\$255.00	\$255.00	\$263.00
Incident Report Request Fee	\$0.25	\$0.25	\$0.25*
Penalty for illegal Fireworks Classified "Safe and Sane"	\$500.00*	\$500.00*	\$516.00
Penalty for illegal Fireworks Classified "Dangerous"	\$1,000.00*	\$1,000.00*	\$1,031.00
Reproduction (up to 11" x 17") - Black/White	\$0.25	\$0.25	\$0.25*
Reproduction (up to 11" x 17") - Color	\$0.50	\$0.50	\$0.50*
Reproduction (larger than 11" x 17") - Black/White or Color	\$10.00	\$10.00	\$10.00
*No Fee Increase			
Engine Company, General			
Fire Hydrant Flow Test Fee	\$316.00	\$316.00	\$326.00
Engine Company Standby (Personnel Plus Equipment Time)	\$250.00 an hr.*	\$250.00 an hr.*	\$258.00 an hr.
Existing Hydrant Flow Test Report Request Fee	\$0.25*	\$0.25*	\$0.25*
Unauthorized/Illegal Burn Response - Charge fully burdened staff cost -Minimum:	1 Hr.	1 Hr.	1 Hr.
First or Second False Alarm	\$175.00*	\$175.00*	set by Ordinance
Third Response to False Alarm within 365 consecutive day period	\$200.00*	\$200.00*	set by Ordinance
Fourth Response to false Alarm within 365 consecutive dya period	\$300.00*	\$300.00*	set by Ordinance
Fifth Response to False Alarm within 365 consecutive day period	\$500.00*	\$500.00*	set by Ordinance
Prevention Standby (During working hours) no inspection	\$30.00 an hr.	\$30.00 an hr.	\$31.00 an hr.
Prevention Standby (After working hours) no inspection	\$50.00 an hr.	\$50.00 an hr.	\$52.00 an hr.
Prevention Inspection After-hours	\$125.00 an hr.	\$125.00 an hr.	\$129.00 an hr.
* No Fee Increase			
Commercial, Fire System Test and Inspection/Permits:			
Underground Hydro, Flush, Final Inspection, Fire Monitored / Alarm Rough Wire Inspection, Fire Monitored / Alarm Function Test, Fire Sprinkler Weld Inspection, Rough Hydro, Sprinkler Final, Kitchen Suppression Test, Pre-Engineered Test, Failed Inspections	\$108.00 an hr.*	\$108.00 an hr.*	\$111.00 an hr.*
California Fire Code Operational Permits Per Appendix Chapter 1 (one time fee unless change of ownership or change to original approval has occurred).	\$92.00	\$92.00	\$95.00
Tank Removal Permit	\$153.00	\$153.00	\$158.00
Tumbleweed Burn Permit	\$15.00	\$15.00	\$15.00
* Inspection fees covers for 1 hr minimum time frame. Plus \$27.50 \$28.00 for each additional 15 minute increment			

FIRE DEPARTMENT	FEE	PROPOSED FEE
Residential, Fire System Test and Inspection		
Fire Sprinkler Rough / Hydro, Bucket Test, Sprinkler Final Combination (Rough, Bucket & Final)	\$108.00 an hr.*	\$111.00 an hr.*
Failed Inspections / Test / Repeat	\$357.00	\$368.00
	\$87.00	\$90.00
* Fee covers for 1 hr minimum time frame. Plus \$27.50 \$28.00 for each additional 15 minute increment		
Care Facilities/Educational Institutions		
Other State Mandated Inspections	\$168.00	\$173.00
State Mandate Pre-Inspection for Residential Care or Child Care (25 or fewer)	\$50.00	\$52.00
State Mandate Pre-Inspection for Residential Care or Child Care (26 or more)	\$100.00	\$103.00
Special Event Inspections (Temporary Events / Permits)		
Vendor Booth Inspection	\$10.00*	\$10.00*
Cooking Booth Inspection	\$20.00*	\$21.00
Christmas Tree or Pumpkin Patch Lot Inspection	\$330.00	\$340.00
Explosives Permit	478.00*	\$193.00
Pyrotechnic Display Inspection	\$150.00*	\$155.00
*No Fee Increase		
Business Fire Prevention Inspections		
Small Businesses (1 sq. ft. - 4,999 sq. ft.)	\$66.00	set by Ordinance
Medium Businesses (5,000 sq. ft. - 9,999 sq. ft.)	\$132.00	set by Ordinance
Large Businesses (10,000 sq. ft. and greater)	\$336.00	set by Ordinance
Places of Assembly (Occupancy of 50 or more persons)	\$153.00	set by Ordinance
Sub-Leased Businesses in any Portion of another existing Business	\$66.00	set by Ordinance
Residential Plan Check		
Residential Architectural, Residential Fire Sprinklers, Residential Resubmittals, Other Residential Plan Check	\$108.00 an hr.*	\$111.00 an hr.*
* Fee covers for 1 hr minimum time frame. Plus \$27.50 \$28.00 for each additional 15 minute increment		
Commercial Plan Check		

FIRE DEPARTMENT		FEE	PROPOSED FEE
Commercial Architectural, Tenant Improvement Architectural, Resubmittals, Fire Sprinklers, Fire Alarm & Monitored Systems, Fire System T.I.'s, Kitchen Suppression Systems, Pre-Engineered Systems, Underground Fire Line, Chemical Classification/Haz-Mat Disc			
		\$110.00 an hr.**	\$113.00 an hr.**
Revision Submittals for approval of existing / Current permit / Over the Counter Approval		\$55.00	\$57.00
Renew Expired Fire Permits		\$50.00	\$52.00
** A minimum of 2 hrs. will be charged for all Commercial Plan Checks, plus \$27.50 \$28.00 for each additional 15 minute increment.			
Fire Plan Check			
Expedited within 48 hrs. (After Hours) (#16)		\$100.00	\$103.00
Expedited within 24 hrs. (After Hours) (#17)		\$200.00	\$206.00
<i>Note: All new fees are based on fully burden rate cost for inspection, vehicle cost, administration time for inspector and Fire Administration Clerk.</i>			

FISCAL & SUPPORT SERVICE		FEE	PROPOSED FEE
Background check		\$100.00	\$103.00
Business Fire Inspection Fee			
Small Businesses – 1 Sq. Ft. – 4,999 Sq. Ft.		\$66.00	\$68.00
Medium Businesses – 5,000 Sq. Ft. – 9,999 Sq. Ft.		\$132.00	\$136.00
Large Businesses – 10,000 Sq. Ft. or greater		\$336.00	\$346.00
Public Assembly (50 to 99 occupancy load)		\$153.00	\$158.00
Public Assembly (100 and greater occupancy load)		\$153.00	\$158.00
Business License Application – Commercial, Changed Use		\$30.00	\$31.00
Business License Application – Commercial, No Change		\$107.00	\$110.00
Business License Out of Town Fee		\$25.00	\$26.00
Business License Renewal		\$14.00	\$15.00
Home Occupation renewal – With a truck		\$51.00	\$53.00
Home Occupation Review – New/Renewal without truck		\$30.00	\$31.00
Home Occupation Review – New with Commercial truck		\$117.00	\$121.00
LiveScan – Fee plus applicable DOJ and FBI charges		\$21.00	\$22.00
Massage Technician New Application		\$107.00*	\$110.00
*Plus Sheriff's Cost			
Massage Business New Application		\$138.00	\$142.00
Massage Technician renewal		\$82.00	\$85.00
Massage Business renewal		\$107.00	\$110.00
Moved/Changed License Processing		\$25.00	\$26.00
Reproduction (up to 11" x 17") - Black/White		\$0.25	0.25*
Reproduction (up to 11" x 17") - Color		\$0.50	0.50*
Reproduction (larger than 11" x 17") - Black/White or Color		\$10.00	\$10.00
Returned Check Fee (Includes \$15 administrative fine)		\$25.00	\$26.00
Taxicab Business Permit		\$135.00	\$139.00
Taxicab Permit		\$135.00	\$139.00
Taxi Driver Permit		\$105.00	\$108.00
Truck Parking Permit – Initial (when not part of a home occupation)		\$86.00	\$89.00
Truck Parking Permit – Renewal (when not part of a home occupation)		\$30.00	\$31.00
Utility Tagging Fee (Non-payment of bill)		\$15.00	\$16.00
Meter Lock Off Fee (Non-payment of bill)		\$56.00	\$58.00
Meter Turn On Fee (Prior to 3:30pm of work day)		\$28.00	\$29.00
Meter Turn On Fee (After 3:30pm and before 7:00am)		\$170.00	\$175.00
Yard Sale Permit, for three days only, once every three months		\$9.00	\$9.00
Penalty for Unauthorized Yard Sale		\$10.00	\$10.00
*No Fee Change			

PARKS, RECREATION & COMMUNITY SERVICES

Service	FY 10-11		Proposed Fees
	Fees	Deposit (no change)	
General Facilities and Services			
Application Processing Fee	\$35.00	0	\$36.00
Banner Installation	Fully Burdened	\$0.00	Fully Burdened
Booking Change	\$18.00	\$0.00	\$19.00
Booking Fee - Per Date (max \$250)	\$5.00	\$0.00	\$5.00
Community Large Room - Hourly			
Banq. 80-100 / Occ. Aud. 150-175	(Occ.	\$250.00	\$48.00
Community Small Room - Hourly			
Banq. 50 / Occ. Aud. 80	(Occ.	\$35.00	\$36.00
Community XSmall Rooms (Hourly) (Occ. Under 50)		\$0.00	\$35.00
Community Room Cleaning		\$0.00	Fully Burdened
Community Room - FHQ		\$35	\$36
Conference Room (Hourly)		\$35.00	\$36.00
Chairs (each)		\$1.00	\$1.00
Exterior Restrooms		\$47.00	\$48.00
Exterior Restrooms Cleaning		Fully Burdened	Fully Burdened
Field Lights (Hourly)		Fully Burdened	Fully Burdened
Field Prep		\$30.00	\$31.00
Horseshoes Rental (per set)		\$10.00	\$10.00

Consideration Groups by Resolution of the Norco City Council, will continue to be subsidized with reduced or waived fees as outlined in Exhibit B of Resolution No. 2010-61. Should the original organization relinquish the event to another community organization these events, fees will be at a substantially higher cost. Residents and local businesses will be entitled to a discount at Nellie Weaver Hall on facility fees only (not including application, security, cleaning and booking fees) with valid picture I.D. which provides a current Norco address. The discount is 25% off for residents and 10% off for businesses.

All other organizations and events will be charged full fees based on the fee policy and fee schedule.

PARKS, RECREATION & COMMUNITY SERVICES

Service	FY 10-11		Proposed Fees
	Fees	Deposit (no change)	
General Facilities and Services			
Pool Rental (Hourly)	\$155-\$184	\$250.00	\$160-\$190
Program Maintenance Fee	\$4.00	\$0.00	\$4.00
Reproduction (up to 11" x 17") - Black/White	\$0.25	\$0.00	\$0.25
Reproduction (up to 11" x 17") - Color	\$0.50	\$0.00	\$0.50
Reproduction (larger than 11" x 17") - B/W or Color	\$10.00	\$0.00	\$10.00
Riley Gym (Hourly)	\$76.00	\$500.00	\$78.00
Riley Gym Cleaning	Fully Burdened	\$0.00	Fully Burdened
Sports Fields - (Hourly)	\$47.00	\$103.00	\$48.00
Supplemental Staff Costs plus Burden	Fully Burdened	\$0.00	Fully Burdened
Support, Operations, Administrative and Maintenance	Fully Burdened	\$0.00	Fully Burdened
Tables, Round	\$10.00	\$100.00	\$10.00
Tables, Rectangle	\$6.00	\$100.00	\$6.00

Consideration Groups by Resolution of the Norco City Council, will continue to be subsidized with reduced or waived fees as outlined in Exhibit B of Resolution No. 2010-61. Should the original organization relinquish the event to another community organization these events, fees will be at a substantially higher cost. Residents and local businesses will be entitled to a discount at Nellie Weaver Hall on facility fees only (not including application, security, cleaning and booking fees) with valid picture I.D. which provides a current Norco address. The discount is 25% off for residents and 10% off for businesses.

All other organizations and events will be charged full fees based on the fee policy and fee schedule.

PARKS, RECREATION & COMMUNITY SERVICES

General Facilities and Services	FY 10-11		Proposed Fees
	Fees	Deposit (no change)	
Ingalls Park			
4-H Area (10 hour rental period)	\$298.00	\$50-\$350	\$289.00
4-H Area (add'l hours in excess of 10)	\$42.00	\$0.00	\$42.00
4-H Small Livestock Pens	\$5.00	\$200.00	\$5.00
Amphitheater (plus per seat fee if gate is charged)	\$298.00	\$350-\$550	\$298.00
Amphitheater cleaning	Fully Burdened	\$0.00	Fully Burdened
Arena Grooming	\$30.00	\$0.00	\$30.00
Arena Watering	\$21.00	\$0.00	\$21.00
Fair Electrical Hook-Up per Pedestal	\$8.00	\$200.00	\$8.00
Fair Grounds	\$391.00	\$500.00	\$391.00
Holding Pens-Moreno Arena	\$177.00	\$400.00	\$182.00
Holiday/ Sunday Staff	Fully Burdened	\$0.00	Fully Burdened
Ingalls Park Bleachers (per seat)	\$1.50	\$0.00	\$1.50
Ingalls Park Parking Lots	\$66.00	\$0.00	\$66.00
Ingalls Park Restrooms	\$35.00	\$0.00	\$35.00
Ingalls Parking Lots (concessions)	\$592.00	\$0.00	\$592.00
Landscape Plancheck Review (Add'l checks)	\$55.00	\$0.00	\$55.00
Landscape Plancheck Review (Includes 2 checks)	\$164.00	\$0.00	\$164.00
Moreno Arena (9 hours max weekends/holidays)	\$889.00	\$500-\$5000	\$889.00
Moreno Arena (Hourly, 4 hours min, Mon - Thurs)	\$111.00	\$500-\$5000	\$111.00

Consideration Groups by Resolution of the Norco City Council, will continue to be subsidized with reduced or waived fees as outlined in Exhibit B of Resolution No. 2010-61. Should the original organization relinquish the event to another community organization these events, fees will be at a substantially higher cost. Residents and local businesses will be entitled to a discount at Nellie Weaver Hall on facility fees only (not including application, security, cleaning and booking fees) with valid picture I.D. which provides a current Norco address. The discount is 25% off for residents and 10% off for businesses.

All other organizations and events will be charged full fees based on the fee policy and fee schedule.

PARKS, RECREATION & COMMUNITY SERVICES

		FY 10-11		Proposed
General Facilities and Services		Fees	Deposit (no charge)	Fees
Ingalls Park				
Moreno Arena Lights	Fully Burdened	\$0.00	Fully Burdened	\$61.00
Moreno Arena Open Recreational Riding	\$10.00	\$0.00	\$10.00	Fully Burdened
Moreno Arena Trainers Hours (by reservation)	\$18.00	\$50.00	\$18.00	\$10.00
Moreno Arena-hourly (in excess of max. 10)	Fully Burdened	\$0.00	Fully Burdened	\$18.00
Portable Restrooms	Fully Burdened	\$0.00	Fully Burdened	Fully Burdened
Portable Stalls/Concessions	Fully Burdened	\$200.00	Fully Burdened	Fully Burdened
Stall Cleaning	Fully Burdened	\$0.00	Fully Burdened	Fully Burdened
Security Guards	Fully Burdened	\$0.00	Fully Burdened	Fully Burdened
Warm-up & Exercise Arenas	\$61.00	\$100.00	Fully Burdened	Fully Burdened
Weaver Hall (Hourly, 8 hour min. Saturdays & holidays)	\$131.00	\$300-\$2500	\$61.00	\$61.00
Weaver Hall Cleaning	\$420-\$829	\$0.00	\$131.00	\$131.00
Weaver Hall Kitchen	\$284.00	\$300.00	\$420-\$829	\$420-\$829
Weaver Hall Kitchen Cleaning	\$130-\$500	\$0.00	\$284.00	\$284.00
Weaver Hall Exterior Restrooms	\$47.00	\$0-\$500	\$130-\$500	\$130-\$500
Weaver Hall Exterior Restrooms Cleaning	Fully Burdened	\$0.00	\$47.00	\$47.00
*Tables, Round	\$10.00	\$100.00	Fully Burdened	Fully Burdened
*Tables, Rectangle	\$6.00	\$100.00	\$10.00	\$10.00
*Chairs (each)	\$1.00	\$100.00	\$6.00	\$6.00
		\$1.00	\$100.00	\$1.00

Consideration Groups by Resolution of the Norco City Council, will continue to be subsidized with reduced or waived fees as outlined in Exhibit B of Resolution No. 2010-61. Should the original organization relinquish the event to another community organization these events, fees will be at a substantially higher cost. Residents and local businesses will be entitled to a discount at Nellie Weaver Hall on facility fees only (not including application, security, cleaning and booking fees) with valid picture I.D. which provides a current Norco address. The discount is 25% off for residents and 10% off for businesses.

All other organizations and events will be charged full fees based on the fee policy and fee schedule.

PARKS, RECREATION & COMMUNITY SERVICES			
Sports and Programs	Fees	Deposit (no change)	Proposed Fees
Ballfield Bases (per use)	\$10.00	\$0.00	\$10.00
City- Sponsored Adult Sports Programs	\$350-\$705	\$0.00	\$350-\$705
City- Sponsored Special Events	\$1-\$60	\$0.00	\$1-\$62
City- Sponsored Youth Sports	\$67-\$130	\$0.00	\$69-\$134
Excursions	Fully Burdened	\$0.00	Fully Burdened
Insurance Policies	Fully Burdened	\$0.00	Fully Burdened
PA System (portable)	\$88+Staff	\$200.00	\$88+Staff
Recreation & Leisure Programs & Services	\$12-\$300	\$0.00	\$12-\$309
Recreational Swimming	\$2.00	\$0.00	\$2.00
Scoreboards (each)	\$24+Staff	\$500.00	\$25+Staff
Senior Programs	\$1-\$81	\$0.00	\$1-\$83
Senior Services Membership Fee (Yearly)	\$0-\$25	\$0.00	\$0-\$25
Swimming Lessons	\$52-146	\$0.00	\$54-150
Youth Programs (Wee People, Etc.)	\$10-\$478	\$0.00	\$10-\$492
BBQ	\$53.00	\$100.00	\$55.00

Consideration Groups by Resolution of the Norco City Council, will continue to be subsidized with reduced or waived fees as outlined in Exhibit B of Resolution No. 2010-61. Should the original organization relinquish the event to another community organization these events, fees will be at a substantially higher cost. Residents and local businesses will be entitled to a discount at Nellie Weaver Hall on facility fees only (not including application, security, cleaning and booking fees) with valid picture I.D. which provides a current Norco address. The discount is 25% off for residents and 10% off for businesses.

All other organizations and events will be charged full fees based on the fee policy and fee schedule.

PARKS, RECREATION & COMMUNITY SERVICES

General Facilities and Services	Fees	Deposit (no change)	Proposed Fees
Animal Control			
Cat Adoption	\$10.00	\$0.00	\$10.00
Cat Quarantine Daily Board	\$15.00	\$0.00	\$15.00
Citation Processing Fee	\$5.00	\$0.00	\$5.00
Daily Boarding - Cats / Dogs	\$6.00	\$0.00	\$6.00
Daily Boarding - Large Livestock	\$10.00	\$0.00	\$10.00
Daily Boarding - Small Livestock	\$10.00	\$0.00	\$10.00
Dead Animal Disposal - Brought in - Cat	\$10.00	\$0.00	\$10.00
Dead Animal Disposal - Brought in - Dog	\$20.00	\$0.00	\$20.00
Dead Animal Disposal - Brought in - Livestock	\$30.00	\$0.00	\$30.00
Dog Quarantine Daily Board	\$20.00	\$0.00	\$20.00
Dog Adoption	\$16.00	\$0.00	\$16.00
Dog License - Senior (Alt)	\$2.00	\$0.00	\$2/\$4/\$8 *
Dog License - Senior (Alt) 1st or 2nd Dogs	\$6.00	\$0.00	\$6.00
Dog License - Senior (Alt) 3rd or 4th Dogs	\$30.00	\$0.00	\$31.00
Dog License (Alt) 1-4 Dogs/each	\$10.00	\$0.00	\$18/\$35/\$53 *
Dog License (Unalt)	\$30.00	\$0.00	\$48/\$86/\$118 *
*1-3 year license			
Replacement Fee for lost or unreadable tags	New		\$2.00
Emergency After-hours Fees (Hourly)	Fully Burdened	\$0.00	Fully Burdened
Euthanasia - Dog or Cat	\$50.00	\$0.00	\$52.00
Impound - Cats - 1st time	\$23.00	\$0.00	\$23.00
Impound - Cats - 2nd time in 1 year	\$33.00	\$0.00	\$33.00
Impound - Cats - 3rd time in 1 year	\$44.00	\$0.00	\$44.00
Impound - Dogs - 1st time	\$33.00	\$0.00	\$33.00
Impound - Dogs - 2nd time in 1 year	\$45.00	\$0.00	\$46.00
Impound - Dogs - 3rd time in 1 year	\$57.00	\$0.00	\$57.00

PARKS, RECREATION & COMMUNITY SERVICES

General Facilities and Services	Fees	Deposit (no change)	Proposed Fees
Animal Control			
Impound - Large Livestock - 1st time	\$69.00	\$0.00	\$69.00
Impound - Large Livestock - 2nd time in 1 year	\$79.00	\$0.00	\$79.00
Impound - Large Livestock - 3rd time in 1 year	\$103.00	\$0.00	\$103.00
Impound - Small Livestock - 1st time	\$32.00	\$0.00	\$32.00
Impound - Small Livestock - 2nd time in 1 year	\$42.00	\$0.00	\$42.00
Impound - Small Livestock - 3rd time in 1 year	\$57.00	\$0.00	\$57.00
Livestock Transpt: Non- Resident Impound Returns	\$92-\$1000	\$0.00	\$92-\$1000
Owner Dead Dog Pick-Up	\$83.00	\$0.00	\$83.00
Owner Dead Livestock Pick-Up	\$118.00	\$0.00	\$118.00
Owner Turn- ins - Dog or Cat	\$50.00	\$0.00	\$52.00
Owner Turn- ins/pick up by AC - Cat	\$93.00	\$0.00	\$93.00
Owner Turn- ins/pick up by AC- Dog	\$133.00	\$0.00	\$133.00
Inspections	\$57.00	\$0.00	\$57.00
Ranch License	\$29.00	\$0.00	\$29.00
Ranch License Renewal	\$18.00	\$0.00	\$18.00
Vaccination Fee - Cat	\$5.00	\$0.00	\$5.00
Vaccination Fee - Dog	\$10.00	\$0.00	\$10.00
Vicious / Wild Animal Permit (New)	\$121.00	\$0.00	\$121.00
Vicious / Wild Animal Permit (Renew)	\$121.00	\$0.00	\$121.00
Any and all fines mandated by County, State and Federal regulations/laws			

PLANNING DIVISION		FEE	PROPOSED FEE
ABC Letter of Necessity		\$138.00	\$
Architectural & Photometric Review		\$306.00	\$
Developer Appeal to Planning Commission		\$937.00	\$
Resident Appeal to Planning Commission*		\$87.00	\$
Developer Appeal to City Council		\$754.00	\$
Resident Appeal to City Council*		\$293.00	\$
* Appeal fee will be refunded if the decision is reversed on appeal		\$	\$
Categorical Exemption		\$46.00	\$
Commercial Vehicle Exemption Permit (if obtained with Home Occupation license)		\$0.00	\$
Commercial Vehicle Exemption Permit (if obtained by itself)		\$61.00	\$
Continuance (Fee plus postage and publishing costs)		\$815.00	\$
Conditional Use Permit - Residential Accessory Building		1% building valuation*	1% building valuation* + Public Noticing Fee
* - Planning Division fees paid at time of building permit fee based on current valuation rates (i.e. if building valuation for an accessory building is \$37.72 per square foot) the Planning Division fee would calculate as shown below. Public Noticing Fee paid at time of Planning application.			
	Size of Building	Valuation	= FEE
	600 sq. ft.	\$22,632.00	\$ 233.00
	1,000 sq. ft.	\$37,720.00	\$ 389.00
	2,000 sq. ft.	\$75,440.00	\$ 777.00
Conditional Use Permit - Self Audit - Sale of Alcohol		\$122.00	\$ 126.00
Conditional Use Permit - Self Audit - All Others		\$61.00	\$ 63.00
Conditional Use Permit - Miniaturized Pigs in R-1-10 Zone		\$340.00	\$ 351.00
Conditional Use Permit - Miniaturized Pigs in R-1-10 Zone (Renewal)		\$60.00	\$ 62.00
Conditional Use Permit - Miniaturized Pigs in R-1-10 Zone (Resident) (except Additional Animal Units, refer to that fee)		\$1,184.00	\$ 1,221.00
Conditional Use Permit - Minor, plus animal-control costs (Developer)		\$2,664.00	\$ 2,747.00
Conditional Use Permit - Major		\$5,640.00	\$ 5,815.00
Conditional Use Permit Modification - Minor		\$2,348.00	\$ 2,421.00
Conditional Use Permit Modification - Major		\$2,400.00	\$ 2,474.00
Conditional Use Permit - Annual Inspection		\$46.00	\$ 47.00
C.C. & R. Review		\$2,196.00	\$ 2,264.00
Development Phasing Plan		\$871.00	\$ 898.00
Entertainment Permit		\$1,758.00	\$ 1,813.00
Fence/Wall Review (Subdivision)		\$357.00	\$ 368.00
Filming 1-4 Days (exclusive of all Public Safety, Public Works and Legal Expenses, charged at fully burdened hourly rate)		\$325.00	\$ 335.00
Filming 4 plus Days (exclusive of all Public Safety, Public Works and Legal Expenses, charged at fully burdened hourly rate)		\$500.00	\$ 516.00
General Plan Amendment		\$5,574.00	\$ 5,748.00
Initial Environmental Assessment		\$846.00	\$ 872.00
Informal Review by Planning Commission (with pre-application)		\$729.00	\$ 752.00
Informal Review by Planning Commission (no pre-application)		\$729.00	\$ 752.00
Landscape Plan Checks Review - Three Reviews & one field review		\$414.00	\$ 427.00
Additional Landscape Plan Check Review		\$102.00	\$ 105.00
Landscape Plan Checks Review - On Site Only		\$122.00	\$ 126.00

PLANNING DIVISION		FEE	PROPOSED FEE
Large Family Day Care		\$1,157.00	\$ 1,193.00
Major Environmental Assessment (up to 110 hours)		\$13,176.00	\$ 13,584.00
Major Environmental Assessment (beyond 110 hours)		Cost of Service	
Charge fully burdened hourly rate & out of pocket costs against deposit		\$464.00	\$ 478.00
Mitigated Negative Declaration (up to 5 hours)		Cost of Service	
Mitigated Negative Declaration (beyond 5 hours)			
Charge fully burdened hourly rate & out of pocket costs against deposit		\$464.00	\$ 478.00
Mitigation Plan One Time Monitoring (up to 5 hours)		Cost of Service	
Mitigation Plan One Time Monitoring (beyond 5 hours)			
Charge fully burdened hourly rate & out of pocket costs against deposit		\$1,580.00	\$ 1,629.00
Model Home Complex Review		\$112.00	\$ 115.00
Planning Information Letter		\$0.00	\$ -
Pre-Application Review, First Review		\$1,381.00	\$ 1,424.00
Pre-Application Subsequent Reviews		\$1,350.00	\$ 1,392.00
Relocation Permit		\$0.25	\$ 0.25
Reproduction (up to 11" x 17") - Black/White		\$0.50	\$ 0.50
Reproduction (up to 11" x 17") - Color		\$10.00	\$ 10.00
Reproduction (larger than 11" x 17") - Black/White or Color		\$362.00	\$ 373.00
Sign Review - Monument & Pole Signs		\$170.00	\$ 175.00
Sign Review - Wall Signs		\$85.00	\$ 88.00
Sign Review - Temporary Special Event Signs		\$1,686.00	\$ 1,738.00
Sign Review, Freeway-Oriented		\$795.00	\$ 820.00
Sign Program Review		\$815.00	\$ 840.00
Similar Use Finding - Planning Commission		\$2,247.00	\$ 2,317.00
Site Plan Review - Minor		\$5,197.00	\$ 5,358.00
Site Plan Review - Major		\$2,568.00	\$ 2,628.00
Site Plan Review Modification		1% building valuation*	1% building valuation*
Site Plan Review - Residential Accessory Building			
*-Planning Division fees paid at time of building permit fee based on current valuation rates (i.e. if building valuation for accessory building is \$37.72 per sq. ft.) the Planning Division fees would calculate as follows:			
	Size of Building	Valuation	= FEE
	600 sq. ft.	\$22,632.00	\$ 233.00
	1,000 sq. ft.	\$37,720.00	\$ 389.00
	2,000 sq. ft.	\$75,440.00	\$ 777.00
Special Events - All Others		\$85.00	\$ 88.00
Special Events - Sidewalk Sales		\$28.00	\$ 29.00
Special Events - Non Profit Organizations		\$	\$ -
Event on Private Property		\$0.00	\$ -
Requires Closure of Public Right-Of-Way at the End of Dead-End Public Trails, Sidewalks or Streets		\$68.00	\$ 70.00
Requires the Closure of Public Right-Of-Way on or Through Public Trails, Sidewalks or Streets that Require a Traffic Plan/Detours		\$265.00	\$ 273.00
Special Events - All Others		\$	\$ -
Event on Private Property		\$82.00	\$ 85.00
Requires Closure of Public Right-Of-Way at the End of Dead-End Public Trails, Sidewalks or Streets		\$151.00	\$ 156.00

Based on CPI Increase (3,1%)

Proposed July 2011

PLANNING DIVISION		FEE	PROPOSED FEE
Requires the Closure of Public Right-Of-Way on or Through Public Trails, Sidewalks or Streets that Require a Traffic Plan/DeTours		\$347.00	\$ 358.00
Note: All Special Event applications would also include the cost of any street closure, traffic control, on-site patrol, additional fire protection standby, etc.			
Specific Plan Preparation (up to 136 hours)		\$14,857.00	\$ 18,318.00
Specific Plan Preparation (beyond 136 hours)	Cost of Service		
Charge fully burdened staff rate and consultant costs against deposit			
Specific Plan Amendment (up to 136 hours)		\$11,744.00	\$ 12,108.06
Specific Plan Amendment (beyond 136 hours)	Cost of Service		Cost of Service
Charge fully burdened staff rate and consultant costs against deposit			
Specific Plan Annexation - Delete Fee		\$0.00	\$ -
Tentative Parcel Map - Single Family Residential (three plan checks included)		\$5,528.00	\$ 5,699.00
Tentative Parcel Map - Commercial (three plan checks included)		*\$5309.00	\$ 5,474.00
*(fee plus \$200.00/lot)			
Tentative Parcel Map (additional plan checks per sheet)		\$311.00	\$ 321.00
Tentative Parcel Map Modification		\$2,619.00	\$ 2,700.00
Tentative Parcel Map Extension of Time (Planning Commission and City Council)		\$708.00	\$ 730.00
Tentative Tract Map (first three plan checks are included)		*\$10,715.00	\$ 11,047.00
*(fee plus \$170/lot over 5)			
Tentative Tract Map (additional plan check fees per sheet)		\$311.00	\$ 321.00
Tentative Tract Map Modification		\$2,619.00	\$ 2,700.00
Variance - Minor and Minor Modifications		\$2,165.00	\$ 2,232.00
Variance - Major and Major Modifications		\$2,838.00	\$ 2,926.00
Zone Change		\$3,032.00	\$ 3,126.00
Zoning and General Plan Map Copies (11" X 17" folded)		\$5.00	\$ 5.00
Zoning and General Plan Map Copies (wall map)		\$10.00	\$ 10.00

PUBLIC WORKS DEPARTMENT		FEE	Proposed Fee
Blasting Permit - Initial Fee		\$352.00	\$363.00
Blasting Permit - Each Additional Blast		\$214.00	\$221.00
Encroachment - Single Domestic Water Service (line only) 1" & 2"		\$168.00	\$173.00
Encroachment - Commercial Utility Lateral (sewer & water 3" & above)		\$214.00	\$221.00
Encroachment - SFR Driveway Approach		\$214.00	\$221.00
Encroachment - SFR Driveway Pavers (non-trail side)		\$234.00	\$241.00
Encroachment - SFR Trail Pavers		\$300.00	\$309.00
Encroachment - SFR Curb Core		\$127.00	\$131.00
Encroachment - Commercial Driveway		\$321.00	\$331.00
Encroachment - Commercial Trail Pavers		\$346.00	\$357.00
Encroachment - Sign in Right of Way		\$173.00	\$178.00
Encroachment - Utility Street Cut - 4.5% of cost estimate, Minimum of:		\$214.00	\$221.00
Final Map Check (fee plus \$390 \$402/lot) - Includes first three plan checks		\$2,048.00	\$2,111.00
Final Map Check (after three checks) -		\$433.00	\$446.00
Charge Fully Burdened Staff Rate against an initial deposit			
Grading and Posting Plan Review - Residential		\$423.00	\$436.00
Grading and Posting Plan Review - Commercial - Charge UBC, Minimum of:		*\$1,534.00	\$1,582.00*
\$4,505-\$1,582 for the first 3 plan checks and \$135 for addtl. plan checks or fully burdened hourly rate with a \$1,505-\$1,582 minimum.			
Grading Permit/Inspection - Residential		\$372.00	\$384.00
Grading Permit/Inspection - Other - Charge UBC, Minimum of:		\$1,126.00	\$1,161.00
Lot Line Adjustment (Includes 3 plan checks, additional checks at fully burdened staff rate)		\$1,004.00	\$1,035.00
Lot Merger - Deposit for Fully Burdened Staff Rate, Minimum:		\$729.00	\$752.00
Overload Moving Permit - One Day		\$16.00	\$16.00
Overload Moving Permit - Annual Permit		\$92.00	\$95.00
PAKA Creation		\$250.00	\$258.00
PAKA Relocation		\$250.00	\$258.00
Reproduction (up to 11" x 17") - Black/White		\$0.25	\$0.25
Reproduction (up to 11" x 17") - Color		\$0.50	\$0.50
Reproduction - (Larger than 11" x 17" sheet) Black/White or Color		\$10.00	\$10.00
Technical Report Review - Charge full cost against a deposit with a Minimum of:		\$438.00	\$452.00
Water Meter Change Out		\$31.00*	\$32.00*
*Fee plus cost of meter and meter box			
WQMP/Hydrology Review		\$448.00*	\$462.00*
*Actual cost plus 21% of admin. charge or \$440 \$462 whichever is greater.			

PUBLIC WORKS DEPARTMENT		FEE	Proposed Fee
Utility Tagging Fee (Non-payment of bill)		\$15.00	\$15.00
Meter Lock Off Fee (Non-payment of bill)		\$56.00	\$58.00
Meter Turn On Fee (Prior to 3:30pm of work day)		\$28.00	\$29.00
Meter Turn On Fee (After 3:30pm and before 7:00am)		\$170.00	\$175.00
5/8" and 3/4" Water Meter Only		\$185.00	\$191.00
1" Water Meter Only		\$622.00	\$641.00
Public Improvement/Plan Check Inspection Fees – Charge according to valuation table shown in Exhibit "B"			
Reinspection Fee		\$50.00	\$52.00

Exhibit "B"

PUBLIC WORKS DEPARTMENT

Valuation		Proposed Fee
PUBLIC IMPROVEMENT PLAN CHECK		
\$0 - \$10,000	FEE \$525.00	\$541.00
\$10,001 - \$100,000	\$541 \$525 + 2.5% OF VALUATION OVER \$10,000	--
\$100,001 - \$1,000,000	\$2,791 \$2,775 + 1.5% OF VALUATION OVER \$100,000	--
>\$1,000,000	\$16,291 \$16,275 + 1% OF VALUATION OVER \$1,000,000	--
PUBLIC IMPROVEMENT INSPECTION		
\$0-\$10,000	FEE \$295.00	\$304.00
\$10,001 - \$100,000	\$304 \$295 + 2% OF VALUATION OVER \$10,000	--
\$100,001 - \$1,000,000	\$2,104 \$2,085 + 1% OF VALUATION OVER \$100,000	--
>\$1,000,000	\$11,104 \$11,085 + 0.5% OF VALUATION OVER \$1,000,000	--

SHERIFF'S DEPARTMENT		FEE	PROPOSED FEE
Citation Correction Certification		\$15.00	\$25.00
DUI Emergency Response Recovery		*Cost of Service	*Cost of Service
*Charge up to statutory limit at the County and City approved rate for staff and equipment			
Jail Access Booking Fee		*\$384.01	* \$450.22
*County's cost charged to City to provide this service; not to exceed \$384.01 \$450.22			
Police Background Investigation		\$100.00	\$100.00
Reproduction (up to 11" x 17") - Black/White		\$0.25	\$0.25
Reproduction (up to 11" x 17") - Color		\$0.50	\$0.50
Reproduction (larger than 11" x 17") - Black/White or Color		\$10.00	\$10.00
Vehicle Impound Cost Recovery		\$150.00	\$150.00
Vehicle (VIN) Verification Service		\$80.00	\$80.00
Fines Related to Parking Violations			
Municipal Code Section	Violation	BAIL	
10.08 et al	All violations not enumerated	\$25.00	\$25.00
10.08.030A	Parking in equestrian trail	\$125.00	\$125.00
10.08.030B	Obstruct traffic or hazard	\$25.00	\$25.00
10.08.030C	Obstruct private driveway	\$25.00	\$25.00
10.08.030D	Obstruct fire equipment to hydrant	\$125.00	\$125.00
10.08.030E	Posted no parking or permit only	\$25.00	\$25.00
10.16.060	Commercial vehicle prohibition	\$125.00	\$125.00
10.16.070	Unattached trailer prohibition	\$25.00	\$25.00
Any other M.C. section	Any parking violation not otherwise listed	\$25.00	\$25.00
Vehicle Code Section	Violation	BAIL	
4000(a)(1)	Unregistered vehicle	\$75.00	\$75.00
21113(a)	Permit required – public grounds	\$25.00	\$25.00
22500(a)	Improper parking - intersection	\$25.00	\$25.00
22500(b)	Improper parking - crosswalk	\$25.00	\$25.00
22500(c)	Improper parking – safety zone	\$25.00	\$25.00
22500(d)	Improper parking – fire station	\$25.00	\$25.00
22500(e)	Improper parking - driveway	\$25.00	\$25.00
22500(f)	Improper parking - sidewalk	\$25.00	\$25.00
22500(g)	Improper parking – obstruct traffic	\$25.00	\$25.00
22500(h)	Improper parking – double park	\$25.00	\$25.00
22500(i)	Improper parking – bus zones	\$25.00	\$25.00
22500(j)	Improper parking - tunnel	\$25.00	\$25.00

SHERIFF'S DEPARTMENT		FEE	PROPOSED FEE
22500(k)	Improper parking - bridge	\$25.00	\$25.00
22500(l)	Parking in wheelchair access	\$200.00	\$200.00
22500.1	Parking in fire lane	\$125.00	\$125.00
22507.8(a)	Designated parking - disabled	\$300.00	\$300.00
22514	Parking - fire hydrant	\$125.00	\$125.00
Any other V.C. Section	Any parking violation not otherwise listed	\$25.00	\$25.00
22502(a)	Improper parking - 18" from curb	\$25.00	\$25.00
5200(a)	Improper/Fail to display license plate	\$75.00	\$75.00
5204(a)	Registration tabs properly affixed	\$75.00	\$75.00

Reso. No. 2011- ____, Amend Fee Resolution

July 6, 2011

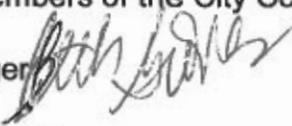
Attachment "2"

PARKS, RECREATION & COMMUNITY SERVICES				NEW	
		FY 10-11		Proposed	
		Fees	Deposit	Fees	
General Facilities and Services					
Ingalls Park					
Insurance Sale admin fee		NEW			\$75-\$100
General Facilities and Services					
		Fees	Deposit		
Animal Control					
Late License Fee		NEW			\$25.00
Maintenance Fee		NEW			\$2.00
Replacement Fee for lost or unreadable tags		NEW			\$2.00

PLANNING DIVISION	NEW	FEE	PROPOSED FEE
Additional Animal Units per Sections 18.35.06 or 18.13.08 Public Noticing Fee		\$69.00	\$69/A.U. + Public Noticing Fee + Animal Control Cost \$434.00

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Beth Groves, City Manager 

PREPARED BY: Ron Knueven, Battalion Chief

DATE: July 6, 2011

SUBJECT: Public Hearing Confirming Costs for Spring Weed Abatement

RECOMMENDATION: Adopt **Resolution No. 2011-____**, confirming the report of costs for abatement of weeds and hazardous vegetation as a public nuisance and imposing special assessment liens on vacant parcels within the City.

SUMMARY: The 2011 Spring Weed Abatement Report of Costs lists property owners whose vacant parcels were abated by the Fire Department's weed abatement contractor for the 2011 Spring Weed Abatement Program. After Council adopts the Resolution, property owners will be invoiced for payment of the abatement.

BACKGROUND/ANALYSIS: At the May 4, 2011 Council meeting, the City Council authorized the Fire Department's weed abatement contractor, Warren Brothers Tractor Work, to remove weeds and hazardous vegetation from vacant parcels for owners who failed to do so by the April 18th deadline date.

The 2011 Spring Weed Abatement Report of Costs is a list of property owners whose parcels were abated by Warren Brothers following Council's authorization ordering the abatement. This list includes the contractor's charge and the Fire Department's administrative fee. Property owners will be invoiced for these costs; and if not paid, property liens will be placed against the parcel through the Riverside County Assessor's Office.

FINANCIAL IMPACT: Costs to abate weeds on vacant property are paid either by the property owner or by property tax liens.

/mb-78767

Attachments: Resolution No. 2011-_____
2011 Spring Weed Abatement Report of Costs, Exhibit "A"

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA, CONFIRMING THE REPORT OF COSTS FOR ABATEMENT OF WEEDS AND HAZARDOUS VEGETATION AS A PUBLIC NUISANCE AND IMPOSING SPECIAL ASSESSMENT LIENS ON VACANT PARCELS WITHIN THE CITY

WHEREAS, the City Council declared that seasonal and recurring weeds and hazardous vegetation, growing upon and in front of vacant property in the City of Norco, constitute a public nuisance and also declared its intent to provide for abatement by adopting Resolution No. 2011-13 on March 2, 2011; and

WHEREAS, the Notice to Destroy Weeds and Hazardous Vegetation was given to property owners of vacant property in accordance with Chapter 13, Article 2, Section 39567.1 of the State of California Government Code and Resolution No. 2011-13; and

WHEREAS, the City Council held a Public Hearing on May 4, 2011, and all objections to the proposed abatement of weeds and hazardous vegetation on vacant parcels were heard and considered in accordance with the State of California Government Code and Resolution No. 2011-23; and

WHEREAS, the City Council ordered the Fire Chief to have such nuisances abated by adopting Resolution No. 2011-23 on May 4, 2011; and

WHEREAS, an itemized report showing the cost to abate the nuisances that were on or in front of vacant parcels has been prepared and submitted to the City Council for confirmation; and

WHEREAS, a copy of the report of costs was posted near the door of the Council Chamber at least three days prior to the Public Hearing; and

WHEREAS, the Public Hearing being held by City Council is for the purpose of receiving and considering the report of costs showing abatement costs and hearing objections from property owners liable to be assessed for such costs.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Norco, California, does hereby find and declare that the 2011 Spring Weed Abatement Report of Costs, Exhibit "A" on nuisance abatement for vacant parcels is confirmed, and that the costs are also confirmed as special assessment property liens against the vacant parcels whose property owners do not pay the invoiced amount.

Resolution No. 2011-____
Page 2
July 6, 2011

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held on July 6, 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 thereof held on July 6, 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 July 6, 2011.

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

/mb-78768

NORCO FIRE DEPARTMENT

2011 SPRING WEED ABATEMENT REPORT OF COSTS
Exhibit "A"

PARCEL NO.	OWNER OF RECORD	PARCEL ACREAGE	CONTRACTOR'S FEE	ADMIN FEE	TOTAL CHARGE
126050017-0	DW August Inc. 1331 Tiffany Ranch Rd Arroyo Grande CA 93420	0.43	120.00	120.00	240.00
130240031-0	Vicky Blair 129 Hayden Wy Brea, CA 92821	4.10	365.00	365.00	730.00
131310015-9	Russell Jackson 12688 Marlin Av Visalia CA 93291	0.35	325.00	325.00	650.00
131320026-0	Excel Corona c/o Suresh Patel 9663 Tierra Grande No 204 San Diego CA 92106	2.17	494.35	494.35	988.70
133141018-4	Equine Veterinary Specialists Inc 20022 Daniel Ln Orange CA 92869	1.51	170.00	170.00	340.00
153222009-2	Frances Vaughan 3806 Highway 90 West Del Rio, TX 78840	2.19	170.00	170.00	340.00
153232007-1	Adolfo Ponce 1010 First St Norco CA 92860	4.67	180.00	180.00	360.00
168060003-4	Arlington Cemetery Assn Inc c/o Pierce Bros Crestlawn Memorial Park General Manager 11500 Arlington Av Riverside CA 92505	38.19	148.50	148.50	297.00
Total Charges			\$ 1,972.85	\$ 1,972.85	\$ 3,945.70