



AGENDA CITY OF NORCO

CITY COUNCIL
REGULAR MEETING

CITY COUNCIL CHAMBERS – 2820 CLARK AVENUE

OCTOBER 5, 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: Boy Scout Troup No. 999

INVOCATION: Assembly of God – Beacon Hill
Pastor Rene Parish

CITY COUNCIL AGENDA AS FOLLOWS:

1. 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. 2 of the Agenda.)*

A. City Council Minutes:
Regular Meeting of September 21, 2011
Recommended Action: **Approve the City Council Minutes** (City Clerk)

B. Acceptance of the Ridge Ranch Park Project as Complete.
Recommended Action: Accept the Ridge Ranch Park Project as complete and direct the City Clerk to file a Notice of Completion with the County Recorder's Office. (Director of Parks, Recreation & Community Services)

- C. Acceptance of Spirit Knoll Court for Public Utility Purposes. **Recommended Action: Adopt Resolution No. 2011-___, accepting the offer to dedicate to the public use, Spirit Knoll Court for public utility purposes and authorize the Mayor to sign the Certificate of Acceptance.** (Director of Public Works)
- D. Acceptance of the Community Center Parking Lot Expansion and Hamner Avenue Improvements Project. **Recommended Action: Accept the Community Center Parking Lot Expansion and Hamner Avenue Improvements Project as complete and direct the City Clerk to file the Notice of Completion with the County Recorder's Office.** (Deputy City Engineer and Director of Parks, Recreation & Community Services)

2. ITEM(S) PULLED FROM CITY COUNCIL CONSENT CALENDAR:

3. CITY COUNCIL ACTION ITEM:

- A. Approval of a Cooperative Agreement with the County of Riverside to Provide Fire Protection, Fire Prevention, Rescue and Medical Emergency Services for the City of Norco

On September 7, 2011, the City Council declared the City's intent to enter into a Cooperative Agreement with the County of Riverside for the provision of comprehensive fire protection and medical emergency services. The provision of comprehensive fire protection and emergency medical services to the City of Norco under the proposed Cooperative Agreement will be accomplished through a County contract with the California Department of Forestry and Fire Protection (CAL FIRE).

Recommended Action: Approve the Cooperative Agreement with the County of Riverside to provide fire protection, fire prevention, rescue and medical emergency medical services for the City of Norco. (City Manager and Deputy City Manager/Director of Finance)

4. CITY COUNCIL PUBLIC HEARING:

- A. **Appeal Hearing:** Planning Commission Approval of Resolution 2011-54 Amending Conditional Use Permit 2002-14 (Modification 2) to Allow the Service of Food and Alcoholic Beverages on an Existing Outdoor Deck and Front Fenced Area on Property Located at 3841 Old Hamner Avenue in the C-G (General Commercial) Zone

On August 31, 2011 the Planning Commission approved a modification to the existing CUP to allow the use of an outdoor deck and front fenced area to serve food and alcohol. Currently only smoking is allowed in these areas. Modification 1 was approved with the condition that the applicant could, after one year from approval, approach the Planning Commission requesting permission to use an existing deck to expand the service of food and alcohol outside the restaurant.

25. *No eating, drinking, or possession of alcoholic beverages shall be allowed on the outside patio deck as shown on the required Site Plan Exhibit. This outside patio deck shall be an allowed area for smoking. One year after approval the owner may apply to use the outdoor patio for more than smoking.*

It has been more than a year since Modification 1 was approved. In addition to the outdoor deck, the request is to expand the service of food and alcohol into a front fenced area that is outside the restaurant. This was required by the City as a condition to accommodate accessibility requirements for the disabled since there was no ramp access to the outdoor deck.

Recommended Action: Uphold the Planning Commission approval of Modification 2 to Conditional Use Permit 2002-14 to expand the service of food and alcohol to an existing outdoor deck and front fenced area.

Alternate Recommended Action: The Norco Municipal Code requires that an application to appeal an action of the Planning Commission must state the reason for the appeal. Just a general appeal is not permitted. The appellant has been contacted to provide a written statement of the reason for the appeal. Additional attempts to contact him have not been successful and as of the writing of this staff report the reason had not been submitted. If a written statement for the reason is not submitted to staff by noon on the Tuesday prior to the meeting the recommendation of staff will be for continuance of the appeal hearing. (Planning Director)

5. 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.
6. OTHER MATTERS – COUNCIL:
7. OTHER MATTERS – STAFF:
8. ADJOURNMENT:

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

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



MINUTES
CITY OF NORCO
CITY COUNCIL/COMMUNITY REDEVELOPMENT AGENCY
REGULAR MEETING
CITY COUNCIL CHAMBERS – 2820 CLARK AVENUE
SEPTEMBER 21, 2011

CALL TO ORDER: Mayor Hanna called the meeting to order at 6:00 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: Bryan, Cooper, Groves, Jacobs, King, Okoro, Petree and Thompson

City Attorney Harper – **Present**

THE CITY COUNCIL/CRA RECESSED TO CLOSED SESSION (SECTION 54954) TO CONSIDER MATTERS (Council Member Sullivan recused himself from participating in the Closed Session discussion):

Section 54956.9 – Conference with Legal Counsel – Existing Litigation

Case Name: Robbin Koziel vs City of Norco
Case Number: RIC 522773

RECONVENE PUBLIC SESSION: Mayor Hanna reconvened the meeting at 7:00 p.m.

REPORT OF ACTION(S) TAKEN IN CLOSED SESSION (§54957.1): **City Attorney Harper stated that there were no reportable actions resulting from the item discussed in Closed Session.**

PLEDGE OF ALLEGIANCE: Council Member Sullivan

INVOCATION: Grace Fellowship Church
Pastor Vernie Fletcher

PROCLAMATION: 40th Anniversary of Stater Bros in Norco

Mayor Hanna presented a proclamation to representatives from Stater Bros in recognition of the 40th Anniversary of Stater Bros in Norco. Brief comments were made by the representatives from Stater Bros, noting that it is a pleasure serving the residents of Norco.

REGULAR COMMUNITY REDEVELOPMENT AGENCY (CRA) AGENDA AS FOLLOWS:

1. CRA CONSENT CALENDAR ITEMS:

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

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

- A. CRA Minutes:
Regular Meeting of September 7, 2011
Recommended Action: Approve the CRA Minutes (City Clerk)

2. OTHER CRA MATTERS: No other CRA matters.

ADJOURNMENT OF CRA: Chairman Hanna adjourned the CRA at 7:14 p.m.

REGULAR CITY COUNCIL AGENDA AS FOLLOWS:

3. CITY COUNCIL CONSENT CALENDAR ITEMS:

M/S Azevedo/Sullivan to adopt the 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:
Special Meeting of September 7, 2011
Regular Meeting of September 7, 2011
Recommended Action: Approve the City Council Minutes (City Clerk)
- B. Recap of Actions Taken at the Planning Commission Special Meeting of September 6, 2011 and Regular Meeting of September 14, 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 Supplemental Agreement for the 2011-2012 Community Development Block Grant Program Year. **Recommended Action: Approval** (Housing Manager)

4. ITEM(S) PULLED FROM CITY COUNCIL CONSENT CALENDAR: **No items pulled for discussion**

5. CITY COUNCIL PUBLIC HEARING:

A. City-Initiated Proposal for a Zone Change and a Change in the Corresponding General Plan Land Use Designation to Apply the Hospitality Development Zone on: 1) Approximately 6.75 Acres on the Southwest Corner of Valley View Avenue and Second Street; 2) Approximately 3.34 Acres between Valley View Avenue and the I-15 Freeway North of Second Street; and 3) Approximately 2.18 Acres South of Hidden Valley Parkway and East of Hamner Avenue Adjacent to the I-15 Freeway (APNs 125-100-036, -012, -013, -014, -015, -016; 125-180-010, -007)

This project was initiated by the City based on direction received from the City Council to review zone changes in key locations to attract desirable commercial development and foster economic growth. A goal from the City's Strategic Plan with subsequent direction from a City Council Study Session in March of 2010 was the basis for initiating this action.

The proposed zone changes are for properties on the northwest and southwest corners of Second Street and Valley View Avenue (ref. Exhibit "A" – Location Map) changing the zoning from A-1-20 (Agricultural Low Density) to H-D (Hospitality Development). This requires a change to the General Plan Land Use designation as well from R-A (Residential Agricultural) to C-C (Commercial Community). These sites were specifically identified in the March 2010 Study Session as potential zone change sites.

The project also includes a zone change for property located south of Hidden Valley Parkway and east of Hamner Avenue adjacent to the I-15 Freeway from SP (Specific Plan) to H-D with a corresponding change to the General Plan Designation from SP to C-C. The Planning Commission recommended denial of the zone change at all three sites.

Recommended Action: On August 31, 2011, the Planning Commission recommended denial of the proposed zone changes and corresponding general plan amendments. Per the Norco Municipal Code, zone changes require action by the City Council.

The recommended actions for City Council approval are:

Motion 1: Adopt a Negative Declaration

Motion 2: Adopt Ordinance No. ___ for first reading to change existing zoning and apply the Hospitality Development zone with the related General Plan Amendments to change the land use designations as follows:

- 1) **Change the A-1-20 (Agricultural Low Density) zone to H-D (Hospitality Development) and change the General Plan Land Use designation from R-A (Residential Agricultural) to C-C (Commercial Community) on 6.75 acres on the southwest corner of Second Street and Valley View Avenue.**
- 2) **Change the A-1-20 zone to H-D and change the General Plan Land Use designation from R-A to C-C on 3.34 acres on the northwest corner of Second Street and Valley View Avenue.**
- 3) **Change the SP (Specific Plan) zone to H-D and change the General Plan Land Use designation from SP (Specific Plan) to C-C on 2.18 acres south of Hidden Valley Parkway and east of Hamner Avenue adjacent to the I-15 Freeway.**

(Planning Director)

City Manager Groves introduced the public hearing item, noting that the Planning Commission recommended denial of the proposed zone changes and corresponding general plan amendments.

Planning Director King presented information on the three areas proposed for the zone changes as referenced in the staff report presented for review to the City Council.

Council Member Sullivan inquired about the existing houses that would remain and asked if they would be issued a Rebuild Letter as they would now be non-conforming. Planning Director King responded that the criteria for the issuance of a Rebuild Letter would be discussed by the Planning Commission and they each would be handled individually per request by the property owner.

Mayor Hanna inquired if the current storage units take up the entire area as described in Site 3. Planning Director King responded that yes, they do encompass the entire site.

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

Richard MacInnes. Mr. MacInnes commented on his opposition to the proposed zone change, noting that he moved to Norco 23 years ago in order to live a quiet life. He added that he is opposed because of noise, trash problems and traffic congestion.

Kathleen Dougherty. Ms. Dougherty stated her opposition to the proposed zone change, noting her concerns for being able to continue using the horse trails, concerns about the trash, and the concerns regarding the possibility of a large drive-through restaurant built in front of her home.

Jodie Atchley. Ms. Atchley stated her opposition to the proposed zone change, noting that she wants to continue using the horse trails.

David Henderson. Mr. Henderson commented on his concerns that there was no discussion included in the staff report he read online regarding the Planning Commission's discussion and reasons for recommendation of the denial of the zone changes.

Rob Was. Mr. Was stated that he is the property manager of the homes located in Site 2. He noted the problems caused by the residents that live in those homes and the continued response from the Sheriff's Department to that area. He commented on the need for added tax dollars and revenue to the City, noting that there is a need for a good sit-down restaurant in Norco.

Theo Zoetemelk. Mr. Zoetemelk stated his opposition to the proposed zone change, noting that he lives on Second Street and does not want Norco to change on that side of the freeway. He commented on his concerns regarding the additional traffic that would result from commercial development on Sites 1 and 2.

Larry Cusimano. Mr. Cusimano stated his opposition to the proposed zone change, noting that he is against getting rid of any A-1-20 property, as it is already too hard to come by.

Vern Showalter. Mr. Showalter stated he is in favor of the zone changes, noting that Site 1 is the most premier area in the City for development. He commented on the need to find areas in the City for development and further commented on his concerns over the City's financial condition.

Brian McCormick. Mr. McCormick stated that he is the person that would have to live by this development, adding that he is adamantly opposed to the zone changes.

John Kort. Mr. Kort stated his opposition to the proposed zone change, noting that he lives adjacent to the property. He commented on the need to protect the lifestyle promised east of the 15 Freeway.

Debbie Duffin. Ms. Duffin stated her opposition to the proposed zone change, noting that her neighborhood does not want this zone change. She further encouraged development of vacant land located on Hamner Avenue.

Pat Overstreet. Ms. Overstreet stated that she remembered being promised no commercial development east of the 15 Freeway. She added that she would like to possibly see some ranch homes built in the future on Site 1 and further commented that the City should not give up any A-1-20 zone areas.

Sharon Higman. Ms. Higman stated her opposition to the proposed zone change, noting that this is zoned residential and eventually there could be some nice homes built.

Wendie Stevens Rodriguez. Ms. Rodriguez commented that she agrees with all of the statements made in opposition of the zone changes.

Linda Dixon. Ms. Dixon stated she stands behind the Planning Commission decision. She noted that the individual that purchased the property on Site 1 was aware that it was zoned A-1-20. She further noted that she likes the Hospitality Zoning, but its intent was for sites on Hamner Avenue.

Mayor Hanna CLOSED the public hearing.

Council Member Sullivan commented on the public comments heard, noting that he agrees with some and not with others. He further commented on the draft Planning Commission Minutes attached to the staff report, noting the comments made by Commission Member Henderson. Council Member Sullivan commented on issues he has with some of the statements made; noting that the City is going broke and further stated that a tax should be placed on the ballot to bring in revenue to the City. He also noted that all of the issues mentioned (noise, trash, etc.) could be mitigated to allow for a development on Sites 1 and 2, noting that the City is not selling out its lifestyle.

Council Member Azevedo commented on the many "positives" that she sees happening in the City; noting the proposed Housing Element, the current balanced budget with reserves, the proposed CalFIRE contract, Silverlakes and the discussions being held to secure financial assistance for the widening of the Hamner Avenue Bridge. She stated that she would like to have a joint City Council/Planning Commission meeting held to discuss the Hospitality Zone, noting her concerns with the sites proposed for rezoning. Council Member Azevedo stated that all of Valley View would be residential, and that is the only way she would consider this.

Mayor Pro Tem Bash asked if there is a current proposal for nine restaurants on Site 1. Planning Director King responded that no proposal has been received. Mayor Pro Tem Bash commented on the need to preserve Norco's lifestyle and also the need to find a way to generate income. He stated that the Council would not be doing its due diligence if it did not look at this rezoning proposal. He further stated that he wants to see a proposed project before rezoning the sites to see if it is conducive to the neighborhood.

Council Member Newton inquired about the traffic impact analysis completed and asked if there would be required signalization if the zone changed. Planning Director King responded that if it was re-zoned, there would probably be a signal required on Valley View and Second Street, adding that generally the developer would pay for it if that development caused the full traffic impact. Council Member Newton commented on his concerns if these zone changes were approved and where to draw the line for future zone change requests. Planning Director King stated that property owners are always free to submit a request for a zone change, noting that all zone changes need to be consistent with the General Plan. Council Member Newton asked what permissive uses could be added to Site 3. Planning Director King responded that all commercial uses would need to be consistent with the Gateway Specific Plan. Council Member Newton stated that he does not want to change any A-1-20 zoning and cannot support the zone changes at this time.

Mayor Hanna noted that when he moved to Norco, he thought the Site 1 property would be great for a ranch, but after the freeway was built, it became a horrible place for animals and homes. He stated that he agreed with Council Member Azevedo to look at building A-1-20-zoned homes on Valley View and then later look at what can go on the freeway side. He further stated that he does not support changing the zone at this time, noting that there needs to be further impact studies completed.

Council Member Newton commented on the ordinance findings, more specifically the first finding where it stated that “the proposed zoning is consistent with the General Plan Land Use designations”, and asked how those findings were made. Planning Director King responded that in order to do a zone change, a General Plan amendment is also approved, which makes it consistent.

Further discussion ensued among the Council Members.

M/S Bash/Azevedo to deny the Negative Declaration. The motion was carried by the following roll call vote:

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

M/S Bash/Hanna to deny the zone changes as proposed. The motion was carried by the following roll call vote:

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

6. PUBLIC COMMENTS:

Vern Showalter. Mr. Showalter commented on the rules regarding political signs located in the public right-of-way, noting that they should be removed.

John Feringa. Mr. Feringa commented on the contract signed by his mother for assistance through one of the City’s housing assistance programs. He noted concerns with the contractor being paid prior to receiving permits. He asked that this City department be investigated, further noting his concerns with other work that was completed and not signed off by the City.

John Kort. Mr. Kort stated that Norco is a unique entity where people want to live. He recommended that the City apply for some grants to help maintain the roads. He also commented on the need to broaden the spectrum for notification in order to receive more input from residents.

7. OTHER MATTERS – COUNCIL:

Council Member Newton:

- ↓ Commented on the information being put together regarding commercial hospitality opportunities in Norco and asked the City Manager to further expound on this. City Manager Groves noted that the materials are part of an economic outreach designed specifically for hospitality and destination uses. She added that this one is designed specifically for guest ranches, noting that this is a part of a larger package that is being created for the City’s website.

- ⌞ Reminded the public that there is open riding at the Ingalls Arena on Tuesdays from 10 a.m. – 3 p.m.

Mayor Pro Tem Bash:

- ⌞ Commented on the Jr. ROTC Program at Norco High School, noting that he is in the process of creating a George Alan Ingalls Memorial Scholarship to be given to one senior each year graduating through the ROTC Program. He added that he is looking for others to assist and is also trying to create a \$10,000 endowment fund for this purpose.

Council Member Azevedo:

- ⌞ Stated that R.J. Brandes will be speaking at the RURAL meeting on Thursday, September 22nd at 7 p.m. at the Food Connection and will be providing an update on the Silverlakes Project.
- ⌞ Commented on her desire for a joint meeting with the Planning Commission to further discuss the Hospitality Zone areas. In response, City Manager Groves stated that a strategic planning-structured meeting could be planned after the New Year to include this discussion.

Mayor Hanna:

- ⌞ Stated that he, along with two other Council Members and the City Manager, attended the ribbon cutting ceremony at the new fire station in Eastvale.
- ⌞ Commented on the 40th Birthday Celebration to be held at Stater Bros on Hamner Avenue on Friday, September 30th at 9 a.m., noting that City Council Members would be present.

8. OTHER MATTERS – STAFF:

City Manager Groves:

- ⌞ Displayed the multi-purpose bags with the Horsetown USA Logo on them that will be sold at City Hall for \$2.

Public Works Director Thompson:

- ⌞ Briefly commented on the nitrates reported found in the water for a short period of time in a select area of the City and the notifications delivered to the affected residents. He added that the Health Department cleared the water for drinking.

9. ADJOURNMENT: There being no further business to come before the City Council, Mayor Hanna adjourned the meeting at 8:50 p.m.

BRENDA K. JACOBS, CMC
CITY CLERK

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Beth Groves, City Manager 

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

DATE: October 5, 2011

SUBJECT: Acceptance of the Ridge Ranch Park Project as Complete

RECOMMENDATION: Accept the Ridge Ranch Park Project as complete and direct the City Clerk to file a Notice of Completion with the County Recorder's Office.

SUMMARY: The Ridge Ranch Park Project has been completed and staff is requesting that the Council accept the Project as complete.

BACKGROUND/ANALYSIS: On December 15, 2010, the Council awarded a contract for the Ridge Ranch Park Project to Micon Construction, Inc. of Placentia, California in the amount of \$469,528.38, with a 10% contingency. Value engineering discussions reduced the contract amount to \$371,741.28.

Micon Construction, Inc. has completed its scope of work for the project at a total cost of \$371,741.28. The work has been inspected by the Parks and Recreation Department, Public Works/Engineer Inspector and the City Building and Safety Inspector and found to be in full conformance with the plans and specifications on the contract document.

FINANCIAL IMPACT: With the completion of Ridge Ranch Park, the project has a balance of \$8,634.99 in the CIP Development Impact Funds, which will be used toward enhancements in the park such as, park benches, trash containers and a picnic table.

rs/79226

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of City Council

FROM: Beth Groves, City Manager 

PREPARED BY: Lori J. Askew, Senior Engineer 

DATE: October 5, 2011

SUBJECT: Acceptance of Spirit Knoll Court for Public Utility Purposes

RECOMMENDATION: Adopt **Resolution No. 2011-___**, accepting the offer to dedicate to the public use, Spirit Knoll Court for public utility purposes; authorize the Mayor to sign the Certificate of Acceptance; and direct the City Clerk to file the Certificate of Acceptance with the County of Riverside Recorder.

SUMMARY: The City is prepared to accept the offer to dedicate to the Public Use, Spirit Knoll Court for Public Utility Purposes.

BACKGROUND/ANALYSIS: On November 18, 1998, the Council approved Tract Map No. 28412, which subdivided approximately 4.7 acres into 8 residential parcels. The tract is located on the west side of Temescal Avenue between Sixth Street and Seventh Street. At the time the map was presented to Council for final approval, the owner of the property offered to dedicate to the public use, Spirit Knoll Court for street and public utility purposes. These dedications were not accepted by Council as Spirit Knoll Court did not meet the standard width of 60 feet for a public street, as it is only 45 feet in width. However, water distribution and sanitary sewer lines were installed by the developer in Spirit Knoll Court to service the 8 residential lots and the City actively maintains these utilities.

The City now desires to accept the offer to dedicate to the public use, Spirit Knoll Court for public utility purposes, only. Therefore, staff is recommending that the City Council accept the offer to dedicate to the public use, Spirit Knoll Court for public utility purposes, authorize the Mayor to sign the Certificate of Acceptance and direct the City Clerk to file the Certificate of Acceptance with the County Recorder.

FINANCIAL IMPACT: None

lja/79435

Attachments: Resolution 2011-

Exhibit "A" – Tract Map No. 28412

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA, ACCEPTING THE OFFER TO DEDICATE TO THE PUBLIC USE, SPIRIT KNOLL COURT FOR PUBLIC UTILITY PURPOSES

WHEREAS, on November 18, 1998, the Norco City Council ("Council"), approved final Tract Map No. 28412, a 4.8 acre parcel of land to be subdivided into eight residential lots; and

WHEREAS, on said map, the owner offered to dedicate to the City of Norco for public use, Spirit Knoll Court for street and public utility purposes, both of which the City rejected, as Spirit Knoll Court is not of standard street width of 60 feet; and

WHEREAS, water distribution and sanitary sewer utilities were installed by the developer in Spirit Knoll Court to service the 8 residential lots and the City of Norco maintains these utilities; and

WHEREAS, the City is now prepared to accept the offer to dedicate to the public use, Spirit Knoll Court for public utility purposes, only.

NOW, THEREFORE, BE IT RESOLVED that the offer to dedicate to the public use, Spirit Knoll Court for public utility purposes, is accepted by the Norco City Council.

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held on October 5, 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 October 5, 2011 by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

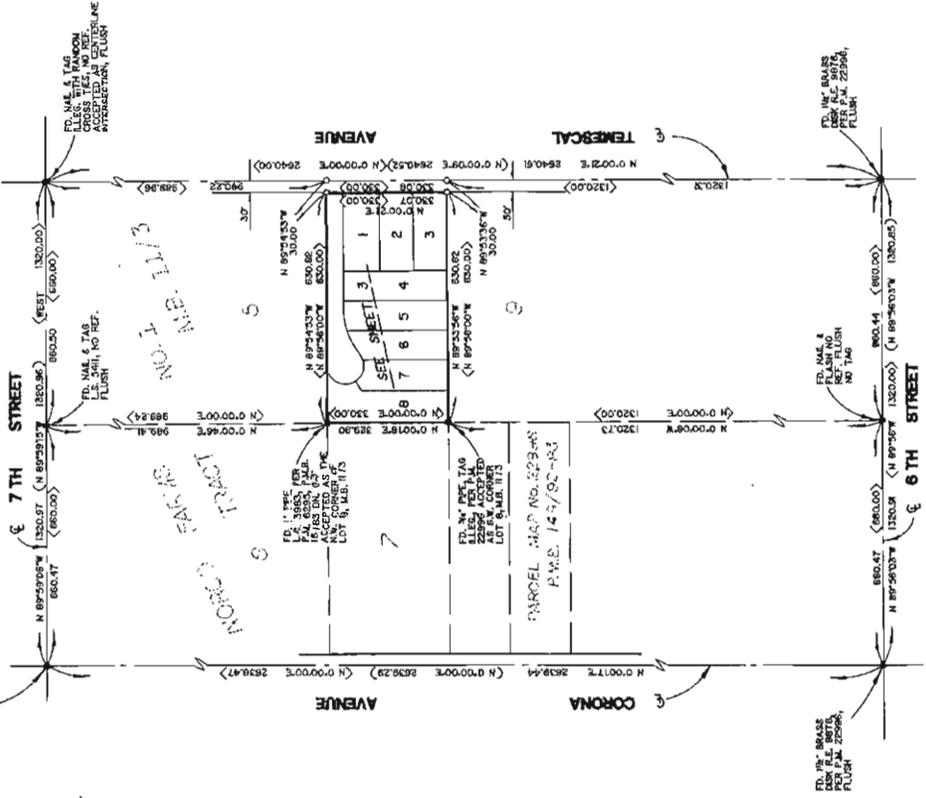
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Norco, California, on October 5, 2011.

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

/lja-79439

IN THE CITY OF NORCO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
TRACT No. 28412
 BEING A SUBDIVISION OF LOT B, BLOCK 43, OF NORCO FARMS TRACT
 No. 1, AS PER MAP RECORDED IN BOOK II, PAGE 3, OF MAPS, RECORDS
 OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.
 SIGLAND & ASSOCIATES
 MARCH 1997

BOUNDARY CONTROL SHEET



SURVEYOR'S NOTES:

1. THE BASIS OF BEARINGS FOR THIS MAP IS THE CENTERLINE OF 6TH STREET PER PARCEL MAP 22996 AS RECORDED IN PARCEL MAP BOOK 14619C-33 BEING N 89°56'03" W.
2. ♦ INDICATES MONUMENT FOUND AS NOTED.
3. ○ INDICATES SET 1" PIPE MARKED L.S. 3480 FLUSH WITH EXISTING SURFACE.
4. () INDICATES BEARING AND/OR DISTANCE PER PARCEL NO. 22996 AS RECORDED IN P.M.B. 14619C-33.
5. < > INDICATES BEARING AND/OR DISTANCE PER NORCO FARMS TRACT No. 1 AS RECORDED IN A.B.S. 1113.
6. THE SHEETS FOR EACH CONTIGUOUS MONUMENT NOTED FOR NEW MONUMENTS SHOWN AS TO BE SET WILL BE ON FILE FOR NEW MONUMENTS SHOWN AS TO BE SET WILL BE ON FILE OF SURVEYOR WITHIN 30 DAYS AFTER ACCEPTANCE OF INSTRUMENTS.



DRAWING NUMBER
 2/3
 145 279/26 Tr. 28412

DRAWING NUMBER

PLUM HEAD CORPORATION - RIVERSIDE, CALIFORNIA

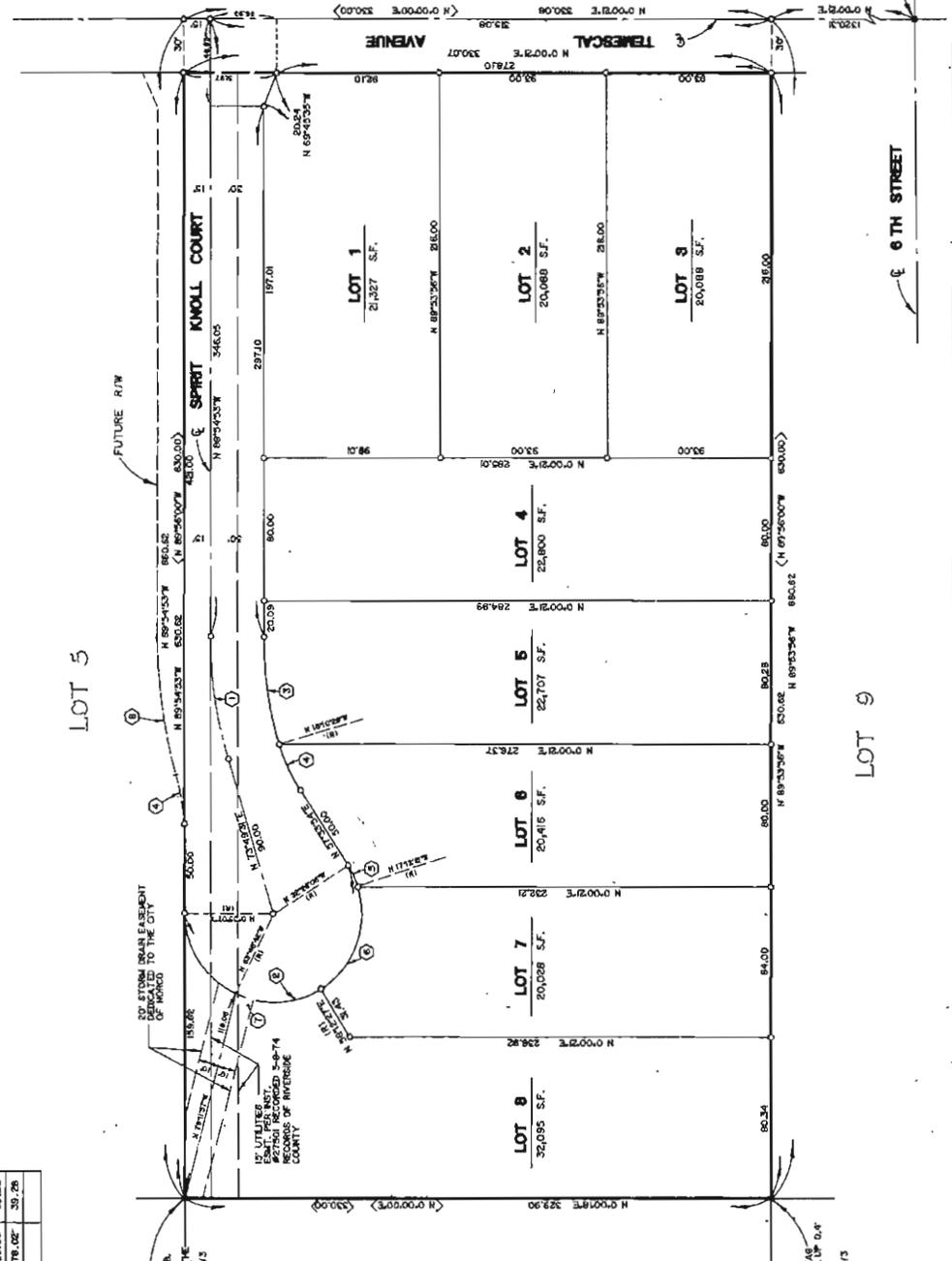
PLUM HEAD CORPORATION - RIVERSIDE, CALIFORNIA

IN THE CITY OF NORCO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
TRACT No. 28412
 BEING A SUBDIVISION OF LOT 8, BLOCK 43, OF NORCO FARMS TRACT
 No. 1, AS PER MAP RECORDED IN BOOK 11, PAGE 3, OF MAPS, RECORDS
 OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.
 MARCH 1997.
 SIGLAND & ASSOCIATES

CURVE DATA			
NO.	DELTA	R	L
1	18°13'34"	244.83	89.51
2	212°31'13"	50.00	185.46
3	18°15'36"	214.83	61.00
4	18°15'37"	100.00	28.38
5	15°13'40"	80.00	13.38
6	75°24'46"	50.00	65.81
7	151°22'40"	50.00	106.38
8	18°13'37"	274.93	78.02



SEE SHEET 2 FOR SURVEYOR'S NOTES



20' STORM DRAIN EASEMENT DEDICATED TO THE CITY OF NORCO

15' UTILITY EASEMENT RECORDED 5-8-74 COUNTY OF RIVERSIDE

15' STORM DRAIN EASEMENT DEDICATED TO THE CITY OF NORCO

15' STORM DRAIN EASEMENT DEDICATED TO THE CITY OF NORCO

15' STORM DRAIN EASEMENT DEDICATED TO THE CITY OF NORCO

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Beth Groves, City Manager

PREPARED BY: David Gilbertson, Deputy City Engineer 
Brian Petree, Director of Parks, Recreation & Community Services

DATE: October 5, 2011

SUBJECT: Acceptance of the Community Center Parking Lot Expansion and Hamner Avenue Improvements Project

RECOMMENDATION: That the City Council accepts the Community Center Parking Lot Expansion and Hamner Avenue Improvements Project as complete and direct the City Clerk to file the Notice of Completion with the County Recorder's Office.

SUMMARY: The Community Center Parking Lot Expansion and Hamner Avenue Improvements Project consisted of the installation of parking lot improvements to the existing Community Center parking lot and the widening of Hamner Avenue from Detroit Street to Sixth Street. The project required change orders totaling \$104,424.91 for various items of work relating to changes due to utility conflicts, additional pavement reconstruction, and additional excavation due to the presence of hard rock and has now been completed.

BACKGROUND/ANALYSIS: On November 18, 2009, the City Council awarded a Public Works contract to Hardy & Harper, Inc. in the amount of \$1,974,034 with an additional 10% for change orders for the Community Center Parking Lot Expansion and Hamner Avenue Improvements Project. The final contract amount is \$2,078,459, which is 5% over the base contract award amount. The final contract amount is based on the actual quantity of material used on the project as verified by staff.

Work on the project has been completed to the satisfaction of the City Engineer and a Notice of Completion has been prepared. Staff is requesting that the City Council accept the work performed by Hardy & Harper, Inc. and direct the City Clerk to record the Notice of Completion.

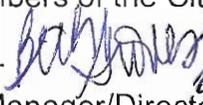
FINANCIAL IMPACT: Total \$2,078,459

- \$863,034 Redevelopment Agency Bond Proceeds
- \$789,955 Street Improvement Fund
- \$350,000 Measure A Fund
- \$ 75,470 AQMD Fund

/wt-79518

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Beth Groves, City Manager 
Andy Okoro, Deputy City Manager/Director of Finance 

DATE: October 5, 2011

SUBJECT: Approval of a Cooperative Agreement with County of Riverside to Provide Fire Protection, Fire Suppression, Fire Prevention, Rescue and Medical Emergency Services for the City of Norco

RECOMMENDATION: Approve a Cooperative Agreement with the County of Riverside to provide fire protection, fire prevention, rescue and medical emergency medical services for the City of Norco.

SUMMARY: On September 7, 2011, the City Council declared the City's intent to enter into a Cooperative Agreement with the County of Riverside for the provision of comprehensive fire protection and medical emergency services. The provision of comprehensive fire protection and emergency medical services to the City of Norco under the proposed Cooperative Agreement will be accomplished through a County contract with the California Department of Forestry and Fire Protection (CAL FIRE).

BACKGROUND/ANALYSIS: The City operates the Norco Fire Department which consists of a Part-time Fire Chief, one (1) Fire Prevention Specialist, six (6) Captains, six (6) Engineers, six (6) Firefighter Paramedics, and two (2) part-time clerical assistants. The Department operates three-person engine companies at each of two stations. Station 21 is located at 3367 Corydon and Station 22 is located at 3902 Hillside. The Department currently does not have any battalion chief positions. The City contracts with the City of Corona for on scene incident command chief officer coverage when fire suppression incidents occur in the city. The Corona contract does not provide any Department program administration or day to day supervision. The City also contracts with Corona for dispatch, fire apparatus maintenance/repair and MDC/radio maintenance.

Pursuant to proposals submitted by Riverside County Fire Department/CAL FIRE dated July 25, 2011, the City Council on September 7, 2011 declared the City's intent to enter into a Cooperative Agreement for a comprehensive fire protection and emergency services. A Cooperative Agreement is now necessary to transition City fire and emergency services to the County of Riverside.

The key provisions of the proposed Cooperative Agreement are as follows:

- The initial term of the agreement will be from January 1, 2012 to June 30, 2013. A written notice of no less than one (1) year prior to the contract expiration is required in order for either party to terminate this agreement.

October 5, 2011

- Riverside County (CAL FIRE) will operate three person engine companies out of Norco's existing two fire stations.
- The County will be allowed flexibility in the assignment of available personnel in order to provide the agreed to fire, emergency and related services.
- City shall pay County actual costs for fire services pursuant to this Cooperative Agreement in an amount not to exceed that set forth in Exhibit "A" as amended.
- The City will retain ownership of its buildings and all equipment not included in the "Fire Engine Use Agreement." Staff is recommending that the City execute the County's "Fire Engine Use Agreement" detailed in Exhibit "C" as part of this proposed Cooperative Agreement.
- The Cooperative Agreement includes 24/7 Fire Chief and battalion chief coverage; administrative support services; fleet maintenance and repairs; medic program; dispatching, communications, information technology and hazardous materials support.
- While not specifically addressed in the Cooperative Agreement, Riverside County Fire/CAL FIRE has agreed to transition existing Norco Fire Department employees into the State of California employment. The terms of the transition will be contained in separate Transitional MOU between the City of Norco and Norco Firefighters Association.
- The position of Fire Prevention Specialist will remain an in-house City of Norco position. This would be beneficial to the City given the interaction between this position and other non-safety City functions. Clerical administrative support positions will also be maintained in-house.

FIRE ENGINE USE AGREEMENT – EXHIBIT "C"

After considering the potential cost and benefits, staff is recommending that the City of Norco enter into the County Fire Engine Use Agreement and to transfer ownership titles of two fire engines to the County/CAL FIRE.

Under the Fire Engine Use Agreement, the City will be required to contribute \$38,400 annually (based on current County schedule) towards the replacement and capital maintenance and/or betterments of two fire engines. If the City elects to contribute the annual required funding of \$38,400 for the two engines, the County will be responsible for future engine replacements and all capital maintenance and/or betterments. Additionally, the City can also elect to transfer ownership titles of two fire engines currently owned by the City of Norco to the County/CAL FIRE. If ownership title is transferred to the County/CAL FIRE, in addition to the responsibility for capital maintenance and replacement, County/CAL FIRE will also be responsible for insurance as well as all liabilities related to the use and operation of the fire engines transferred to them. They will also be responsible for making sure that working fire engines are available at all times to deliver services under the cooperative agreement.

The City currently has four fire engines including two reserve engines. The estimated annual replacement funding necessary to replace these engines in today's dollars is estimated to be \$115,000. This is based on the City's current estimated replacement cost of \$575,000 per engine. This annual cost does not include the cost of capital improvements and/or betterments. It is important to also note that the City currently does not have property insurance on City-owned fire engines due to cost. Consequently, the City has opted to self-insure these fire engines. This practice could present significant financial hardship to the City should a fire engine owned and maintained by the City sustain a catastrophic failure and thus, put the City in a situation of needing to replace an engine prior to sufficient replacement funds being accumulated.

To eliminate the uncertainty pertaining to future funding for replacement engines, capital maintenance and/or betterments and to eliminate insurance concerns and liabilities related to the operation and use of fire engines, staff believes that it is in the best interest of the City to enter into the Fire Engine Use Agreement as well as transfer ownership title of two engines to the County.

FISCAL IMPACT: The estimated total annual cost of this agreement as detailed in Exhibit "A" excluding one-time initial startup costs is \$2,918,292. The estimated additional annual cost to operate the department includes \$149,209 to fund the Fire Prevention Specialist and the clerical administrative support position and an estimated \$95,055 for other direct billed costs. This brings the estimated annual cost of operations under this agreement at \$3,162,556.

Currently, fire personnel are operating under imposed working conditions, not a mutually agreed upon MOU. The total adopted direct operating expenditures for the Fire Department for FY 2011-2012 is \$2,988,041. When this budget was adopted, it was stated that the reduction in the constant staffing budget line item could create a shortfall by mid-year. All constant staffing are included in County proposal. At the conclusion of the transitional period (estimated to be December 31, 2011), staff will determine actual costs through that date to determine any budget amendments that may be necessary in order to fund the cost of operating the Department for the remainder of the fiscal year.

At the September 7, 2011 City Council Meeting, staff provided a comparison of the total direct and indirect costs of an in-house fire department versus the total cost of operating the department under this proposed agreement based on the provisions of the MOU that expired June 30, 2011. Based on that analysis, staff determined that the estimated annual savings from this agreement based on the cost structure in effect as of June 30, 2011 to be \$1.4 million.

/79507

Attachments:

Exhibit "A" – Cost Proposal

Exhibit "C" – Fire Engine Use Agreement

**A COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF NORCO**

THIS AGREEMENT, made and entered into this 5th day of October, 2011, by and between the County of Riverside, a political subdivision of the State of California, on behalf of the Fire Department, (hereinafter referred to as "COUNTY") and the City of Norco, a duly created city, (hereinafter referred to as "CITY"), whereby it is agreed as follows:

SECTION I: PURPOSE

The purpose of this Agreement is to arrange for COUNTY, through its Cooperative Fire Programs Fire Protection Reimbursement Agreement ("CAL FIRE Agreement") with the California Department of Forestry and Fire Protection ("CAL FIRE") to provide CITY with fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists (hereinafter called "Fire Services"). This Agreement is entered into pursuant to the authority granted by Government Code Sections 55603, 55603.5, 55606, 55632 and 55642, and will provide a unified, cooperative, integrated, and effective fire services system. COUNTY's ability to perform under this Agreement is subject to the terms and conditions of the CAL FIRE Agreement.

SECTION II: DESIGNATION OF FIRE CHIEF

A. The County Fire Chief appointed by the Board of Supervisors, or his designee, (hereinafter referred to as "Chief") shall represent COUNTY and CITY during the period of this Agreement and Chief shall, under the supervision and direction of the County Board of Supervisors, have charge of the organization described in Exhibit "A", attached hereto and made a part hereof, for the purpose of providing Fire Services as deemed necessary to satisfy the needs of both the COUNTY and CITY, except upon those lands wherein other agencies of government have responsibility for the same or similar Fire Services.

B. CITY may budget for the position of a Deputy Chief or a Division Fire Chief or COUNTY may assign an existing Chief Officer as the Contract City representative ("City Representative"). The Chief may delegate certain authority to the City Representative, as the Chief's duly authorized designee and the City Representative shall be responsible for directing the Fire Services provided to CITY as set forth in Exhibit "A".

C. COUNTY will be allowed flexibility in the assignment of available personnel and equipment in order to provide the Fire Services as agreed upon herein.

SECTION III: PAYMENT FOR SERVICES

A. CITY shall annually appropriate a fiscal year budget to support the Fire Services designated at a level of service mutually agreed upon by both parties and as set forth in Exhibit "A." This Exhibit may be amended in writing by mutual agreement by both parties in the event of an increase and/or decrease of salary or expenses or when CITY requests an increase and/or decrease in services.

1. Any changes to the salaries or expenses set forth in Exhibit "A" made necessary by action of the Legislature, CAL FIRE, or any other public agency with authority to direct changes in the level of salaries or expenses, shall be paid from the funds represented as set forth in Exhibit "A." There shall be no obligation on the part of CITY to expend or appropriate any sum in excess of Exhibit "A" which exceeds the yearly appropriation of CITY for the purposes of this Agreement. If within thirty (30) days after notice, in writing, from COUNTY to CITY that the actual cost of maintaining the services specified in Exhibit "A" as a result of action by the Legislature, CAL FIRE or other public agency will exceed the total amount specified therein, and CITY has failed to agree to make available the necessary additional funds, COUNTY shall have the right to unilaterally reduce the services furnished under this Agreement by an appropriate amount and shall promptly notify CITY, in writing, specifying the services to be reduced. Personnel reductions resulting solely due to an increase in employee salaries or expenses occurring after signing this Agreement and set forth in Exhibit "A" to this Agreement shall not be subject to relocation expense reimbursement by CITY. If CITY desires to add funds to the total included herein to cover the cost of increased salaries or services necessitated by actions described herein, such increase shall be accomplished by an amendment to Exhibit "A" and approved by the parties hereto.

2. In the event CITY requests an increase in services and paragraph A.1. of this Section is not applicable, an amendment to Exhibit "A" may be approved by the parties hereto.

B. COUNTY provides fire personnel, equipment and services through its CAL FIRE Agreement. In the event CITY desires a reduction in CAL FIRE or COUNTY civil service employees or services assigned to CITY as provided for in Exhibit "A," when paragraph A.1. of this Section is not applicable, CITY shall provide one hundred twenty (120) days written notice of the requested reduction. Proper notification shall include the following: (1) The total amount of reduction; (2) The effective date of the reduction; and (3) The number of employees, by classification, affected by the proposed reduction. If such notice is not provided, CITY shall reimburse COUNTY for relocation costs incurred by COUNTY because of the reduction, in addition to any other remedies available resulting from the reduction in services.

C. CITY shall pay COUNTY actual costs for Fire Services pursuant to this Agreement in an amount not to exceed that set forth in Exhibit "A," as amended. COUNTY shall make a claim to CITY for the actual cost of contracted services,

pursuant to Exhibit "A," on a quarterly basis. CITY shall pay each claim within thirty (30) days after receipt thereof.

D. Chief may be authorized to negotiate and execute any amendments to Exhibit "A" of this Agreement on behalf of COUNTY as authorized by the Board of Supervisors. CITY shall designate a "Contract Administrator" who shall, under the supervision and direction of CITY, be authorized to execute amendments to Exhibit "A" on behalf of CITY.

E. _____ [] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit "B" are incorporated herein and shall additionally apply to this agreement regarding payment of services.

F. _____ [X] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit "C" are incorporated herein and shall additionally apply to this agreement regarding payment for the Fire Engine Use Agreement. In the event that a fire engine which was initially purchased by the CITY and then the CITY elects to have the COUNTY take responsibility of said fire engine(s), the following will apply. The COUNTY will be responsible for maintaining and repairing said fire engine(s). The insurance responsibility will be dependent upon the CITY'S option to maintain or transfer title of said fire engine(s).

G. Notwithstanding Paragraph F herein if applicable, additional terms as set forth are incorporated herein and shall additionally apply to this agreement regarding payment of services. In the event that fire engine, owned and maintained by the CITY has a catastrophic failure, the COUNTY Fire Chief may allow use of a COUNTY fire engine, free of charge up to one hundred twenty (120) days. After the initial one hundred twenty (120) days, a rental fee will be applied to the CITY invoice for use of said COUNTY fire engine. The rental fee shall be Nine Hundred Forty Four Dollars (\$944.00) per day, or Six Thousand Six Hundred Eight Dollars (\$6,608.00) per week.

SECTION IV: INITIAL TERM AND RENEWAL

A. The term of this Agreement shall be from January 1, 2012 to June 30, 2013. Either party to this Agreement may terminate this Agreement by providing a written notice of termination to the other party hereto no less than one (1) year prior to the expiration of the term hereof. If such notice is given unilaterally by COUNTY except any notice issued because of actions of CAL FIRE or CITY, COUNTY agrees to continue to provide Fire Services to CITY until such time as CITY has a reasonable opportunity to implement alternative Fire Services.

B. One (1) year prior to the date of expiration of this Agreement, CITY shall give COUNTY written notice of whether CITY intends to enter into a new agreement with COUNTY for Fire Services and, if so, whether CITY intends to change the level of Fire Services from that provided by this Agreement.

C. If CITY fails to provide such notice, as defined in paragraph B above, COUNTY shall have the option to extend this Agreement for a period of up to one (1) year from the original termination date and to continue providing services at the same or reduced level as COUNTY determines would be appropriate during the extended period of this Agreement. Six (6) months prior to the date of expiration of this Agreement, COUNTY shall give written notice to CITY of any extension of this Agreement and any changes in the level of Fire Services COUNTY will provide during the extended period of this Agreement. Services provided and obligations incurred by COUNTY during an extended period shall be accepted by CITY as services and obligations under the terms of this Agreement.

D. The cost of services provided by COUNTY during the extended period shall be based upon the amounts that would have been charged to CITY during the fiscal year in which the extended period falls, had a new agreement been entered into. Payment by CITY for services rendered by COUNTY during the extended period shall be provided as set forth in Exhibit "A," as amended.

SECTION V: TERMINATION

Either party to this Agreement may terminate this Agreement by providing a written notice of termination to the other party hereto no less than one (1) year prior to the expiration of the term hereof. This Agreement may be terminated by the voters of either the COUNTY or the CITY pursuant to Government Code §55603.5.

SECTION VI: COOPERATIVE OPERATIONS

All Fire Services contemplated under this Agreement shall be performed by both parties to this Agreement working as one unit; therefore, personnel and equipment belonging to either CITY or COUNTY may be temporarily dispatched elsewhere from time to time for mutual aid.

SECTION VII: MUTUAL AID

When rendering mutual aid or assistance as authorized in Health and Safety Code Sections 13050 and 13054, COUNTY shall, at the written request of CITY, demand payment of charges and seek reimbursement of CITY costs for personnel as funded herein, under authority given by Health and Safety Code Sections 13051 and 13054. COUNTY, in seeking said reimbursement, will represent the CITY in following the procedures set forth in Health and Safety Code Section 13052. Any recovery of CITY costs, less extraordinary collection expenses, will be credited to the CITY.

SECTION VIII: SUPPRESSION COST RECOVERY

As provided in Health and Safety Code Section 13009, COUNTY may bring an action for collection of suppression costs of any fire caused by negligence, violation of

law, or failure to correct noticed fire safety violations. When using CITY equipment and personnel under the terms of this Agreement, COUNTY may, on request of CITY, bring such an action for collection of costs incurred by CITY. In such a case CITY appoints and designates COUNTY as its agent in said collection proceedings. In the event of recovery, COUNTY shall apportion to CITY its pro-rata proportion of recovery, less the reasonable pro-rata costs including legal fees.

In all such instances, COUNTY shall give timely notice of the possible application of Health and Safety Code Section 13009 to the officer designated by CITY.

SECTION IX: PROPERTY ACCOUNTING

All personal property provided by CITY and by COUNTY for the purpose of providing Fire Services under the terms of this Agreement shall be marked and accounted for in such a manner as to conform to the standard operating procedure established by the County Fire Department for the segregation, care, and use of the respective property of each.

SECTION X: FACILITY

City shall provide Fire Stations, strategically located to provide standard response time within the City of Norco from which fire operations shall be conducted. City shall maintain the facilities at its cost and expense. In the event City requests County to undertake repairs or maintenance costs or services, the costs and expenses of such repairs or maintenance shall be reimbursed to County through the Support Services Cost Allocation, or as a direct Invoice to the City.

SECTION XI: INDEMNIFICATION AND HOLD HARMLESS

City shall indemnify and hold County, its officers, agents, employees and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of City, its officers, agents, employees, volunteers, subcontractors, or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature arising out of the performance of this Agreement to the extent that such liability is imposed on County by the provisions of California Government Code Section 895.2 or other applicable law, and City shall defend at its expense, including attorney fees, County, its officers, agents, and employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

County shall indemnify and hold City, its officers, agents, employees and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of County, its officers, agents, employees, volunteers, subcontractors, or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature arising out of the

performance of this Agreement to the extent that such liability is imposed on City by the provisions of California Government Code Section 895.2 or other applicable law, and County shall defend at its expense, including attorney fees, City, its officers, agents, and employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

SECTION XII: AUDIT

COUNTY and CITY agree that their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. COUNTY and CITY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

SECTION XIII: DISPUTES

CITY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of CITY, be available for contract resolution or policy intervention with COUNTY, when, upon determination by the Chief that a situation exists under this Agreement in which a decision to serve the interest of CITY has the potential to conflict with COUNTY interest or policy. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time (ten days), shall be brought to the attention of the Contract Administrator.

Disputes that are unable to be resolved by CITY and COUNTY representatives will attempt to be resolved through arbitration. If arbitration is unsuccessful, venue for litigation will be the County of Riverside.

SECTION XIV: ATTORNEY'S FEES

If CITY fails to remit payments for services rendered pursuant to any provision of this Agreement, COUNTY may seek recovery of fees through arbitration and/or litigation, in addition to all other remedies available.

In the event of arbitration or litigation between COUNTY and CITY to enforce any of the provisions of this Agreement or any right of either party hereto, the unsuccessful party to such litigation agrees to pay the prevailing party's costs and expenses, including reasonable attorneys' fees, all of which shall be included in and as a part of the judgment rendered in such arbitration and litigation.

SECTION XV: DELIVERY OF NOTICES

Any notices to be served pursuant to this Agreement shall be considered delivered when deposited in the United States mail and addressed to:

COUNTY

County Fire Chief
210 W. San Jacinto Ave.
Perris, CA 92570

CITY OF NORCO

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

Provisions of this section do not preclude any notices being delivered in person to the addresses shown above. Delivery in person shall constitute service hereunder, effective when such service is made.

SECTION XVI: ENTIRE CONTRACT

This Agreement contains the whole contract between the parties for the provision of Fire Services. It may be amended or modified upon the mutual written consent of the parties hereto. This Agreement does NOT supplement other specific agreements entered into by both parties for equipment or facilities, and excepting those equipment or facilities agreements, this Agreement cancels and supersedes any previous agreement for the same or similar services.

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[Signature Provisions on following page]

IN WITNESS WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

Dated: _____

CITY OF NORCO

By: _____
Berwin Hanna
Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
Brenda K. Jacobs, CMC
City Clerk

John Harper
City Attorney

(SEAL)

Dated: _____

COUNTY OF RIVERSIDE

By: _____
Chairman, Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

KECIA HARPER-IHEM
Clerk of the Board

PAMELA J. WALLS,
County Counsel

By: _____
SYNTHIA M. GUNZEL
Deputy County Counsel

By: _____
Deputy

(SEAL)

/79511

EXHIBIT "A"
 TO THE COOPERATIVE AGREEMENT
 TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
 AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF NORCO
 ESTIMATE DATED SEPTEMBER 28, 2011 FOR FY 11/12

	CAPTAIN'S -----		ENGINEER'S -----		FF II MEDICS -----		TOTALS -----	
STA #621								
Medic Engine	320,129	2.0	273,789	2.0	266,685	2.0	860,604	6.0
STA #622								
Medic Engine	320,129	2.0	273,789	2.0	266,685	2.0	860,604	6.0
Fixed Relief	160,065	1.0	136,895	1.0	133,343	1.0	430,302	3.0
SUBTOTALS	800,323		684,473		666,714		2,151,509	
SUBTOTAL STAFF	5		5		5			15
BATTALION CHIEF					221,330	each	221,330	1.0
SUBTOTAL							\$221,330	1.0
SUPPORT SERVICES								
Administrative/Operational					14,649	per assigned Staff **	234,384	16.0
Volunteer Program					6,248	Per Entity Allocation	6,248	1.0
Medic Program					5,499	per assigned Medics	27,495	5.0
Fleet Support					32,842	per Fire Suppression Equip	65,684	2.0
ECC Support						Calls/Station Basis	81,025	
Comm/IT Support						Calls/Station Basis	112,749	
Hazmat Support							7,867	
SUPPORT SERVICES SUBTOTAL							535,452	
FIRE ENGINE USE AGREEMENT					19,200	each engine	0	0
ESTIMATED DIRECT CHARGES							10,000	
ESTIMATED INITIAL START UP COST							50,000	
TOTAL STAFF COUNT								16
TOTAL ESTIMATED CITY BUDGET							\$2,968,292	

SUPPORT SERVICES

Administrative & Operational Services		16.0	Assigned Staff
Finance	Public Affairs	0.00	Battalion Chief Support
Training	Procurement	16.00	Total Assigned Staff
Data Processing	Emergency Services		
Accounting	Fire Fighting Equip.	2	Fire Stations
Personnel	Office Supplies/Equip.	2,249	Number of Calls
		2	Hazmat Stations
		0	Number of Hazmat Calls

Medic Program - Support staff, Training, Certification, Case Review & Reporting

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

EXHIBIT "C"

**TO THE COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
AND MEDICAL AID FOR THE CITY OF NORCO
DATED August 23, 2011**

**PAYMENT FOR SERVICES
ADDITIONAL SERVICES
FIRE ENGINE USE AGREEMENT**

Station 1

Engine 1, RCO No. _____ \$ 19,200.00

Station 2

Engine 2, RCO No. _____ \$ 19,200.00

\$ 38,400.00

The Fire Engine Use Agreement is utilized in the event that a fire engine(s) which was initially purchased by the CITY, and then the CITY elects to have the COUNTY take responsibility of said fire engine(s). The Fire Engine Use Agreement guarantees the CITY the use of this fire engine(s), the COUNTY network of equipment, and resources of the COUNTY.

This fire engine(s) shall be used as an integrated unit for Fire Services as set forth in this Cooperative Agreement between the COUNTY and CITY, and shall be stationed primarily in the CITY. The change in ownership of the fire engine does not waive or supersede any responsibilities of the CITY pursuant to this agreement. This exhibit is strictly to further detail for the CITY, the responsibilities and costs associated within the Cooperative Agreement between the COUNTY and CITY; therefore, the Fire Engine Use Agreement is inseparable.

The CITY will have the option of transferring title of said fire engine(s) to the COUNTY. If the CITY transfers title of said fire engine(s) to the County, the County will take ownership of the said fire engine(s), and the County will maintain insurance on said fire engine(s). If the CITY opts to maintain ownership and title of said fire engine(s), the CITY will maintain insurance on said fire engine(s). Proof of Insurance is to be provided to the COUNTY.

The COUNTY will ensure a working fire engine(s) is available for the CITY at all times under this agreement. All capital improvements and/or betterments to the fire engine(s) listed above, will be the responsibility and paid for by the COUNTY under this Agreement.

When the Riverside County Fire Department Fleet personnel determine the fire engine(s) listed above is due for replacement, the COUNTY will purchase a new fire engine(s); and, survey the old fire engine(s).

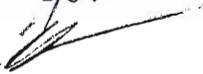
The annual cost for this service is calculated at 1/20 of the replacement cost. The current replacement cost is \$384,000.00. If this Agreement is entered into mid-year, the annual cost will be prorated accordingly.

/79513

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: October 5, 2011

SUBJECT: Appeal: Planning Commission Approval of Resolution 2011-54 Amending Conditional Use Permit 2002-14 (Modification 2) to Allow the Service of Food and Alcoholic Beverages on an Existing Outdoor Deck and Front Fenced Area on Property Located at 3841 Old Hamner Avenue in the C-G (General Commercial) Zone.

RECOMMENDATION: Uphold the Planning Commission approval of Modification 2 to Conditional Use Permit 2002-14 to expand the service of food and alcohol to an existing outdoor deck and front fenced area.

ALTERNATE

RECOMMENDATION: The Norco Municipal Code requires that an application to appeal an action of the Planning Commission must state the reason for the appeal. Just a general appeal is not permitted. The appellant has been contacted to provide a written statement of the reason for the appeal. Additional attempts to contact him have not been successful and as of the writing of this staff report the reason had not been submitted. If a written statement for the reason is not submitted to staff by noon on the Tuesday prior to the meeting the recommendation of staff will be for continuance of the appeal hearing.

SUMMARY: On August 31, 2011 the Planning Commission approved a modification to the existing CUP to allow the use of an outdoor deck and front fenced area to serve food and alcohol. Currently only smoking is allowed in these areas. Modification 1 was approved with the condition that the applicant could, after one year from approval, approach the Planning Commission requesting permission to use an existing deck to expand the service of food and alcohol outside the restaurant.

25. No eating, drinking, or possession of alcoholic beverages shall be allowed on the outside patio deck as shown on the required Site Plan Exhibit. This outside patio deck shall be an allowed area for smoking. One year after approval the owner may apply to use the outdoor patio for more than smoking.

It has been more than a year since Modification 1 was approved. In addition to the outdoor deck, the request is to expand the service of food and alcohol into a front fenced area that is outside the restaurant. This was required by the City as a condition to accommodate accessibility requirements for the disabled since there was no ramp access to the outdoor deck.

BACKGROUND: On October 3, 2007 the Norco City Council adopted Resolution 2007-64 approving Modification 1 to CUP 2002-14 which primarily focused on bringing the building up to building code standards and increasing the level of security. That approval included a condition that restricted use of the outdoor deck for smoking only and a condition that set the occupancy load of the business. The applicant is not proposing to expand the occupancy load (264) as currently established by the conditions of approval.

An area of concern with the expanded use of the deck is its location being so close to Sixth Street and the potential that creates for disturbances resulting from exchanges between the deck and vehicles or pedestrians on the street. As a precaution the Sheriff's Department recommended acrylic panels between the deck and Sixth Street if the project gets approved. The condition was included in the approved conditions of approval for Modification 2 (attached). In addition to the acrylic panels the landscaping has since matured and provides a fairly dense stand of vegetation between the outdoor deck and Sixth Street, which combined with the acrylic panels should discourage any interaction.

Irrespective of the condition for acrylic panels the Sheriff's Department expressed opposition to the proposed modification at Project Review Board because of on-going concerns over the safe operation of the business. It was ultimately concluded that this was not an issue pertinent to the use that is being requested for the outdoor deck and the Planning Commission concurred. In addition to the acrylic panels, conditions have been added to address safety concerns on the deck including the requirement of a lighting plan and emergency-only exit gates to preclude direct parking lot access to the outdoor deck and front fenced area without first going through the restaurant.

The project was determined to be exempt from the California Environmental Quality Act (CEQA) and the City of Norco Environmental Guidelines pursuant to Class 1 (Existing Facilities).

FISCAL IMPACT: It is anticipated that there will not be any direct fiscal impact to the City.

/sk-79501

Attachments: PC Resolution 2011-54 (Draft)

Exhibit "A" – PC Minutes, 8/31/11 (Draft)

Exhibit "B" – Letter to Appellant, 9/14/11

RESOLUTION 2011-54



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A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF NORCO MODIFYING CONDITIONAL USE PERMIT 2002-14 TO ALLOW THE SERVICE OF FOOD AND ALCOHOLIC BEVERAGES ON AN EXISTING OUTDOOR DECK AND FRONT FENCED AREA FOR AN EXISTING BUSINESS LOCATED AT 3841 OLD HAMNER AVENUE. (CONDITIONAL USE PERMIT 2002-14, MODIFICATION 2)

WHEREAS, ROBIN KOZIEL submitted a conditional use application to the City of Norco, California, requesting approval to allow the service of food and alcoholic beverages on an existing outdoor deck and in a front-fenced area under the provisions of the Norco Municipal Code, on property generally described as:

That portion of the Southwest one-quarter of Section 6, Township 3 South, Range 6 West, San Bernardino Meridian in the City of Norco, County of Riverside, as per map recorded in Book 6, Page 70 of Maps, in the Office of the County Recorder of said County.

More generally described as an irregular-shaped area of about 0.66 acres, having a frontage of about 97 feet on the east side of Hamner Avenue, and a maximum depth of about 200 feet, and being further described as 3841 Old Hamner Avenue.

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

WHEREAS, said application review was scheduled for public hearing on August 31, 2011 on or about 7 p.m. in the Council Chambers at 2820 Clark Avenue, Norco, California 92860; and

WHEREAS, the City of Norco acting as the Lead Agency has determined that the project is categorically exempt from California Environmental Quality Act (CEQA) and the City of Norco Environmental Guidelines pursuant to Section 3.13.

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

FINDINGS:

A. The business has been in operation for several years, starting as a restaurant serving beer and wine and approved in 2002 to operate as a restaurant with liquor sales.

August 31, 2011

B. The City Council approved Modification 1 with Resolution 2007-64 and the condition that the applicant could approach the Planning Commission after one year of compliance and operation under the conditions of approval in said Resolution to request the use of the outdoor deck for the service of food and alcoholic beverages.

C. The City required a front-fenced area to allow the owner to maintain and use the outdoor deck so as to comply with accessibility requirements of the Americans with Disabilities Act (ADA).

D. Approval of Modification 2 does not increase the allowed maximum occupancy for the business assigned and approved with the site plan and floor plan approved with Modification 1.

E. The City of Norco acting as Lead Agency has determined that the project is categorically exempt from California Environmental Quality Act (CEQA) and the City of Norco Environmental Guidelines pursuant to Section 3.13 (Existing Facilities).

DETERMINATION:

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NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Norco, California, in session assembled August 31, 2011, that Conditional Use Permit 2002-14 Modification 2, is approved subject to the conditions provided in Section 18.45 of the Municipal Code of Norco, including, but not limited to the following conditions:

1. Approval shall be based on the Site Plan of the property approved with Modification 1, including the interior layout and floor plan of the business.
2. The use of the property shall be conducted in accordance with the approved conditions of approval contained in City Council Resolution 2007-64 for Modification 1 and in accordance with the conditions of approval contained herein for Modification 2.
3. The use of the property shall be conducted in accordance with the approved plans and conditions of approval for the modified CUP. The use of the property, along with a layout of all tables and booths as shown on the floor plan, shall be consistent with the approved plans. Any major changes to the site plan and layout of the business shall be approved by the City.
4. The project shall be in compliance with all City of Norco Municipal Codes, Ordinances and Resolutions. Non-compliance with any provisions of the Norco Municipal Code (NMC) not specifically waived in compliance with City procedures shall constitute cause for review of the business operations and may be cause for modification of the approvals granted or revocation of Conditional Use Permit 2002-14, including any modifications.

5. At all times the allowed maximum occupancy of the business including the outdoor deck and front-fenced area shall be 284 in accordance with the building occupancy limits established with the Certificate of Occupancy (Permit # 2008BD0322), per City Council Resolution 2007-64 based on the approved business layout and floor plan with Modification 1. The maximum occupancy of the outdoor deck shall be established by the Building Division prior to use of that facility for the service of food or alcohol. The maximum occupancy of the outdoor deck is part of the overall occupancy of 284 for the business.
6. At all times that the business is open to the public, food and non-alcoholic beverages shall be available for sale and consumption, including the outdoor deck and front-fenced area.
7. No person under the age of 21 shall be permitted to enter or remain at the premises after 10:00 p.m., including the outdoor deck and front-fenced area, with the exception of employees of the business operation who are working after 10:00 p.m.
8. In the event conditions for approval by the Planning Commission, or City Council (as the case may be) require the revision of plans as submitted, the applicant shall submit four copies of the approved plan (revised to incorporate conditions for approval) to the Planning Division prior to record purposes for approval of any grading and/or building permits.
9. The business operation shall have a valid City of Norco business license at all times in order for the conditional use permit, including any modifications, to remain valid.
10. The business operation shall at all times be in substantial compliance with all provisions for licensing and certification from the Riverside County Health Department (RCHD) and Department of Alcoholic Beverage Control (ABC). The owner shall obtain all necessary permits from RCHD and ABC needed for serving food and alcoholic beverages on the outdoor deck and front-fenced area prior to those areas being used for said uses.
11. Any live entertainment shall be in compliance with all City entertainment, special event requirements and Entertainment Permit 2002-02.
12. The owner/operator of the business, regardless of any changes in ownership, shall provide a self audit of compliance with the conditions of approval to the Planning Commission on a form or in a manner determined by the Planning Division, and inclusive of the payment of any fees as may be set by the City Council. The report shall demonstrate that the project is in compliance with all the conditions of approval and shall be submitted for review no later than six months from the approval date of the modified conditional use permit, and then by December of every year thereafter. The owner/operator shall be responsible for all staff and attorney fees that may be



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incurred in the enforcement of the terms of the conditions of approval if the City prevails in a revocation or in legal proceedings.

13. Graffiti shall be removed from the premises and all parking lots under the control of the licensee within 48 hours of notification.
14. Signs shall comply with all City of Norco sign ordinance requirements. No more than 33% of the total window area and clear doors shall bear advertising or signs of any type. Windows signs shall be placed and maintained in a manner so that there is a clear and unobstructed view of the interior of the premises from the right-of-way and entrance to the premises.
15. The exterior of the premises, including the outdoor deck and front-fenced area, and all parking areas under the control of the licensee, shall be illuminated during the hours of darkness the business is open at a minimum of one-half foot-candle of light at property line and one-foot candle in interior areas. The applicant shall provide a lighting and photometric plan for existing conditions on the outdoor deck and front-fenced area prior to the use of those areas for the service of food and alcoholic beverages for approval by the Planning Commission. If the existing lighting does not meet the minimum illumination standards, the applicant shall be required to provide a new plan for lighting the outside area along with a photometric plan indicating illumination levels for approval by the Planning Commission. Service of food and alcoholic beverages on the outdoor deck and front-fenced area shall not be permitted until lighting has been installed pursuant to plans approved by the Planning Commission. In all instances exterior lighting shall not exceed one foot-candle at property lines and one and one-half foot-candles in the interior areas including the outdoor deck and front-fenced area.
16. The operation of the business shall not violate any federal, state, or local laws or ordinances, including the rules, regulations, and orders of the State Alcoholic Beverage Control (ABC) Department. Failure to comply with these requirements shall constitute grounds for further modification or revocation of the conditional use permit including any modifications.
17. Amplified music may be permitted within the building but the sound emitted from the premises shall not be audible outside the walls of the business establishment. No exterior sound equipment for music, entertainment, or a PA system, shall be allowed on the outdoor deck or the front-fenced area.
18. Employees engaged in the sale or service of alcoholic beverages for on-site consumption shall be 18 years and older (per City Council, August 7, 2002).
19. Security cameras shall provide complete coverage capable of recording the entire interior, excluding the bathrooms and private office, and the entire exterior of the premises including the entire outdoor deck and front-fenced area. Video coverage



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must include all premises entries, exits, kitchen, front and rear of the bar and all customer areas. Exterior video coverage must include complete coverage of all four sides of the property, the deck and both parking areas. The security plan for the placement, coverage and total number of cameras for the outdoor deck and front-fenced area shall be prepared by the applicant for review and approval by the Sheriff's Department prior to food and alcoholic beverages being served there.

20. All security equipment shall be able to record reasonably sufficient quality images to enable law enforcement personnel to identify persons, and identify makes and models of vehicles. The security equipment must operate while the business is occupied, recording all activity at the premises, using video or digital memory to record the images. All recordings are to be maintained for a minimum 60 day period. Unedited recordings must immediately be provided to Sheriff's staff upon request to assist in official investigations.
21. Access to the outdoor deck shall only be from the interior of the restaurant and not from the front-fenced area or parking areas. Access to the front-fenced area shall only be from the interior of the restaurant or from the front main access to the building. Automatic locking, emergency exit-only gates with panic hardware shall be installed at the bottom of the stairs to the outdoor deck, and at the north side of the front-fenced area prior to food and alcoholic beverages being served on the outdoor deck or in the front-fenced area.
22. Acrylic or plexiglass panels shall be installed around all existing railing and fencing around the outdoor deck and front-fenced area to a height not less than three feet above the top of the railing. Railing and fencing around the outdoor deck and front-fenced area shall be maintained at a height not less than three feet.
23. The owner shall submit a title report to the Engineering Division prior to food or alcoholic beverages being served on the outdoor deck or front-fenced area to confirm the location of any utility easements and ascertain that deck construction has not occurred within any utility easements.
24. It is hereby established that it shall be grounds for revocation of this conditional use permit if the permittee, his agent or assigns, or employee(s) of his establishment, or any other person connected or associated with the permittee or his business establishment, or any person who is exercising managerial authority of the business establishment has:
 - A. Violated any rule, regulation or condition of approval adopted by the Planning Commission relating to the conditional use permit; or
 - B. Conducted the operation permitted hereunder in a manner contrary to the peace, health, safety and general welfare of the public or in a manner which either



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generates or contributes to noise and/or health/sanitation nuisances, or which results in creating an increased demand for public services.

25. The sales, service, or consumption of alcoholic beverages on the outdoor deck and front-fenced area shall only be permitted between the hours of 11:00 a.m. and 11:00 p.m. each day of the week.



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26. Heating fixtures shall be prohibited on the outdoor deck.

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APPROVED AND ADOPTED by the Planning Commission at a special meeting held on August 31, 2011.

Robert E. Wright, Chairman
Planning Commission
City of Norco, California

ATTEST:

 **DRAFT**

Steve King, Secretary
Planning Commission
City of Norco, California

I HEREBY CERTIFY that the foregoing resolution was duly and regularly passed and adopted by the Planning Commission of the City of Norco at a special meeting thereof held on August 31, 2011 by the following roll call vote:

AYES: Hedges, Henderson, Jaffarian, Leonard, Wright
NOES: none
ABSENT:
ABSTAIN:

Steve King, Secretary
Planning Commission
City of Norco, California

/sk-79527

9. PUBLIC HEARINGS

- B. **Resolution 2011-54:** Conditional Use Permit 2011-09 (Koziel): A Request for Approval to Allow the Use of the Outdoor Deck and Front Fenced Area as a Dining Area (Serving of Food and Alcoholic Beverages) at an Existing Restaurant (Mavericks Steak House) Located at 3841 Hamner Avenue. **Recommended Action: Approval** (PD King)

PD King presented the staff report on file in the Planning Division. He reviewed a decision made by the Planning Commission over a year ago, as approved by the City Council, allowing the applicant to reapply for use of the outdoor deck for service of food and alcohol, as long as he had come into compliance. PD King clarified an erroneous statement on page 2, second paragraph of the staff report, it states that the applicant constructed the deck *without notification to the City*, when the applicant did indeed approach the City and was told that if the deck was under 36" in height a permit was not needed. He added that an accessibility issue was brought up due to the American Disability Act, so the City required a front fenced area that did not require stair access, which is now complete. PD King noted two condition changes; Condition No. 5 will now show the maximum occupancy of 284 as established by the Certificate of Occupancy issued by the Building Department; and Condition No. 21 will be changed to note that access to the deck will be *from the inside of the restaurant or from the main access of the building only*, and an automatic emergency exit-only locking gate is to be put in at the bottom of the staircase prior to beginning of the liquor and food service, as suggested by the Fire Chief. Staff recommends approval.



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Lt Cooper provided a presentation and hand out pertaining to Maverick Steakhouse and a letter to the Department of Alcoholic Beverage Control dated April 27, 2011. He noted the information provided was requested by the ABC. He asked the Commission to take this into consideration in making its decision on the CUP modification.

Fire Chief Bryan provided some safety points that have been discussed with the applicant, noting that the applicant is willing to work with the City regarding the concerns of safety.

Discussions ensued, reviewing the conditions of the modification.

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

Rob Koziel, applicant: Mr. Koziel wanted to respond to Lt. Cooper's comments, but was asked to speak only in reference to the staff report presented to the Commission for approval. He stated that the original conditional use permit of 2002 should be approved again, that the current modification has additional conditions he doesn't want. He added that he wants to be allowed to serve alcohol on the patio.

EXHIBIT "A"

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

PC Hedges stated that the CUP is written correctly and is good the way it is.

PC Leonard noted he is a bit reluctant to approve the CUP without an actual maximum load number for the deck but agrees with all the other conditions. He asked if a maximum load factor on the patio can be determined.

PC Jaffarian asked that Condition No. 5 indicate a maximum load on the deck, which can be approved by the Building Department; he would also like a condition added to prohibit any type of outside heater on the deck and to limit the hours of occupancy on the deck as suggested Lt. Cooper to 11:00 AM to 11:00 PM.

Discussion continued.



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M/S Jaffarian/Hedges to adopt Resolution No. 2011-54, approving Modification 2 to CUP 2002-14, to allow service of food and alcohol to an existing outdoor deck and front fenced area at Mavericks Steak House, located at 3841 Hamner Avenue, with the addition of the following conditions, prohibition of any type of outside heater on the deck, limiting the hours of occupancy on the deck to 11:00am to 11:00pm, and a maximum load on the deck as approved by the Building Department.

AYES: Unanimous

Motion Passed



CITY of NORCO

CITY HALL • 2870 CLARK AVENUE • NORCO CA 92860 • (951) 735-3900 • FAX (951) 270-5622

September 14, 2011

Mr. Rob Koziel
4001 Hillside
Norco, CA 92860

RE: Appeal Application Filed on September 8, 2011
CUP Modification – Resolution No. 2011-54

Dear Mr. Koziel:

This letter serves as a request that you submit additional information regarding the Appeal Application as submitted on September 8, 2011. On that Application, you stated that the specific action being appealed was the "CUP Mod" and no additional information was provided noting the specifics of your appeal. Please note Section 18.43.06 (11) (a) of the Norco Municipal Code:

(a) Form of Appeal. Each appeal to the Council shall be in writing with a copy thereof given the Commission stating the grounds therefor and setting forth wherein the Commission failed in rendering its decision to conform to the requirements of this part.

As you are aware, the Planning Commission **approved** *Resolution 2011-54: Conditional Use Permit 2011-09 (Koziel): A Request for Approval to Allow the Use of the Outdoor Deck and Front Fenced Area as a Dining Area (Serving of Food and Alcoholic Beverages) at an Existing Restaurant (Mavericks Steak House) Located at 3841 Hamner Avenue.* Additional information regarding specifically what you are appealing would assist staff in preparation for a public hearing that will be set to hear your appeal of this approval.

As you have chosen to move forward with the appeal process, I am enclosing a check in the amount of \$218, which is the amount that was overpaid for the appeal to the City Council fee.

A City Council public hearing will be scheduled for October 5, 2011 at which time you will be given the opportunity to address the Council regarding your appeal. Please contact myself or Planning Director King if that date will not work for you or if you have any specific questions or concerns.

Sincerely,

Brenda K. Jacobs
City Clerk

c. Steve King, Planning Director

EXHIBIT "B"

CITY COUNCIL

BERWIN HANNA
Mayor

KEVIN BASH
Mayor Pro Tem

KATHY AZEVEDO
Council Member

GREG NEWTON
Council Member

HARVEY SULLIVAN
Council Member