



AGENDA CITY OF NORCO

CITY COUNCIL
REGULAR MEETING

CITY COUNCIL CHAMBERS – 2820 CLARK AVENUE
SEPTEMBER 5, 2012

CALL TO ORDER: 6:00 p.m.

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

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

Conference with Legal Counsel – Anticipated Litigation

Significant Exposure to Litigation Pursuant to Section 54956.9(c) 11 Potential Cases

RECONVENE PUBLIC SESSION: 7:00 p.m.

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

PLEDGE OF ALLEGIANCE: Council Member Hanna

INVOCATION: Assembly of God – Beacon Hill
Pastor Rene Parish

PROCLAMATION: Master Gunnery Sergeant D. Robert Reid
Retired USMC

PRESENTATION: Dr. Paul Parnell, President
Norco College

REGULAR 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 August 15, 2012
Special Joint Meeting of August 15, 2012
Recommended Action: **Approve the City Council Minutes** (City Clerk)

- B. Approval of a Lease Agreement between the City of Norco and the Norco Area Chamber of Commerce & Visitor's Center. **Recommended Action: Approve the Lease Agreement with the Norco Area Chamber of Commerce & Visitor's Center at the Norco Public Library for the term beginning October 1, 2012 and ending September 30, 2015; and direct the City Manager or her designee to execute said Lease.** (City Manager)
 - C. Amendment to the FY 2013-2017 Capital Improvement Program Budget to Identify the Hamner Avenue Widening Project Funding Sources and Appropriate Additional Funding for the Project. **Recommended Action: Adopt Resolution No. 2012-___, amending the FY 2013-2017 Capital Improvement Program Budget to Identify the Hamner Avenue Widening Project Funding Sources; and appropriate additional Funding in the amount of \$400,000 from the Measure "A" Fund for the relocation of transmission poles by Southern California Edison in the amount of \$310,000 and the difference of \$90,000 to complete the Project funding.** (Director of Public Works)
 - D. Amendment to the Joint Powers Agreement of the Western Riverside Council of Governments to Permit the Provision of Property Assessed Clean Energy (PACE) Services Statewide. **Recommended Action: Approved the Amendment to the Joint Powers Agreement of the Western Riverside Council of Governments to permit the provision of PACE services statewide.** (City Manager)
2. ITEM(S) PULLED FROM CITY COUNCIL CONSENT CALENDAR:
3. CITY COUNCIL DISCUSSION/ACTION ITEMS:
- A. Renaming of the Small Auditorium (Fire Side Room) at the Mildred W. Fleutsch Community Center in Honor of Bob and Karlene Allen. **Recommended Action: Authorize the renaming of the Mildred W. Fleutsch Community Center, Small Auditorium (Fire Side Room), as the Bob and Karlene Allen Community Room.** (Director of Parks, Recreation and Community Services)
4. 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.
5. CITY COUNCIL COMMUNICATIONS:
- A. Reports on Regional Boards and Commissions
 - B. City Council Announcements

6. CITY MANAGER REPORTS:

7. 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-81633



**MINUTES
CITY OF NORCO**

**CITY COUNCIL
REGULAR MEETING**

**CITY COUNCIL CHAMBERS – 2820 CLARK AVENUE
AUGUST 15, 2012**

CALL TO ORDER: Mayor Bash called the meeting to order at 7:00 p.m.

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

PLEDGE OF ALLEGIANCE: Mr. Larry Cusimano

INVOCATION: Council Member Higgins

PRESENTATION: Information Regarding Norco Pride Awards

Pat Overstreet, representing the Norco Pride Beautification Committee, provided some history regarding the Norco Pride Awards, noting that there are annually 12 worthy recipients of the award. She introduced local real estate agents from Norco First Team Real Estate and Keller Williams who donated money for yard signs for each recipient of an award. Ms. Overstreet further thanked them from the City and the Norco Pride Beautification Committee for the donations.

1. CITY COUNCIL CONSENT CALENDAR ITEMS:

Council Member Hanna pulled Item 1.A. for discussion.

M/S Azevedo/Higgins 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, HIGGINS, SULLIVAN
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

- A. City Council Minutes:
Regular Meeting of July 18, 2012 (Amended)
Special Meeting of August 1, 2012
Regular Meeting of August 1, 2012
Recommended Action: **Approve the City Council Minutes** (City Clerk)
PULLED FOR DISCUSSION
- B. Procedural Step to Approve Ordinance after Reading of Title Only.
Recommended Action: **Approval** (City Clerk)

Agenda Item 1.A.

- C. Recap of Actions Taken at the Planning Commission Regular Meeting of August 8, 2012. **Recommended Action: Receive and File** (Planning Director)
- D. Acceptance of the Temescal Avenue, Reservoir Drive, Detroit Street and Pedley Avenue Street Overlay Project as Complete. **Recommended Action: Accept the Temescal Avenue, Reservoir Drive, Detroit Street and Pedley Avenue Street Overlay Project as complete and authorize the City Clerk to file the Notice of Completion with the County Recorder's Office.** (Deputy Director of Public Works/Senior Engineer)

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

- Item 1.A.** City Council Minutes:
Regular Meeting of July 18, 2012 (Amended)
Special Meeting of August 1, 2012
Regular Meeting of August 1, 2012
Recommended Action: **Approve the City Council Minutes** (City Clerk)

Council Member Hanna made the following correction to the Amended July 18, 2012 minutes:

“Council Member Hanna commented on the block between ~~Sierra and Woodward~~ Temescal and Hillside and the traffic that moves fast through that area and further asked if the street will be widened”.

M/S Hanna/Sullivan to approve Amended Regular Meeting Minutes of July 18, 2012, and the Special and Regular Meeting Minutes of August 1, 2012. The motion was carried by the following roll call vote:

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

3. CITY COUNCIL PUBLIC HEARING:

- A. City Initiated Proposal to Change the Zoning from A-1 (Agricultural Low-Density) to H-D (Hospitality Development) Including the Adoption of a Specific Plan for Regulations on about 6.76 Acres Located at 1510 and 1550 Second Street (APNs 125-180-007 & 010)

This City-initiated proposal was considered at a Planning Commission public hearing at which time the above noted subject was discussed and considered. Resolution 2012-29 was presented as a recommendation for approval from the Planning Commission of the proposed zone change from the A-1-20 zone to the HD zone. Resolution 2012-30 was presented as a recommendation from

the Planning Commission for approval of Hospitality Development Specific Plan 2 to establish the development standards for the property in question. After consideration and approval of recommended changes to the Draft Specific Plan, the Planning Commission then voted to deny both resolutions for approval. At its August 1, 2012 meeting, the City Council voted to set the project for an appeal hearing.

Recommended Actions:

1.) Adopt Resolution No. 2012-___, concurring with the action of the Planning Commission and deny the appeal.

or

2.) a.) Adopt a Negative Declaration, and b.) Adopt Ordinance No. ___ for first reading, approving Zone Change 2012-08 with corresponding Hospitality Development Specific Plan 2, and General Plan Amendment 2012-02 to apply the Hospitality Development zone (HD) on 6.75 acres on the southwest corner of Second Street and Valley View Avenue. (Planning Director)

Planning Director King presented the public hearing item, reiterating that this is a City-initiated proposed Zone Change. He stated that the proposal was reviewed by the Planning Commission at two (2) different meetings in June and July, at which time text was changed and incorporated into the document presented to the City Council. He added that the Planning Commission recommended that the Zone Change be denied. Planning Director King stated that the property owner approached the City to alter the recommendation for a future project to reduce the footprint for the commercial area (4 acres), only on the west side adjacent to the freeway; the rest will remain residential (1.5 acres). The revised land use map was presented, as proposed by the developer. He added that the City is in agreement with the proposal and this is an option that can be discussed tonight.

City Attorney Harper stated that the following options can be considered and based on the Charter, requires a 4/5 vote to approve:

- Concur with the Planning Commission and deny the Zone Change;
- Approve the Zone Change with the Specific Plan as modified by the Planning Commission (prior to recommending denial);
- Approve the Zone Change with a modification to the Specific Plan to add a land use map that delineates a residential land use district adjacent to Valley View (1.5 acres) and a commercial district adjacent to the freeway (4.0 acres);
- Approve the Zone Change with a reduction in the area that the Zone Change would apply to (e.g., only to the commercial portion) leaving the property along Valley View Avenue zoned A-1-20;
- Change the zone but not approve the Specific Plan at this time and require one to be submitted at a later date; or
- Continue the public hearing to allow whatever changes, including a reduction in the zone area or changes to the Specific Plan, to be brought at a future meeting.

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

John Kort. Mr. Kort spoke in opposition of the City-initiated proposal.

Mike Mayer. Mr. Mayer spoke in opposition of the City-initiated proposal.

Deborah Cumming. Ms. Cumming spoke in opposition of the City-initiated proposal.

Jennifer Gitcheen. Ms. Gitcheen spoke in opposition of the City-initiated proposal.

Larry Cusimano. Mr. Cusimano spoke in opposition of the City-initiated proposal.

Pat Overstreet. Ms. Overstreet spoke in opposition of the City-initiated proposal.

Theo Zoetemelk. Mr. Zoetemelk spoke in opposition of the City-initiated proposal.

Richard MacInnis. Mr. MacInnis spoke in opposition of the City-initiated proposal.

Patricia Cousin. Mr. Cousin spoke in opposition of the City-initiated proposal.

Rob Was. Mr. Was spoke in support of the City-initiated proposal.

Brian McCormick. Mr. McCormick spoke in opposition of the City-initiated proposal.

Vern Showalter. Mr. Showalter spoke in opposition of the City-initiated proposal..

Marisol Kort. Ms. Kort spoke in opposition of the City-initiated proposal.

Arlene Arricaberri. Ms. Arricaberri spoke in opposition of the City-initiated proposal.

Patrick Duffin. Mr. Duffin spoke in opposition of the City-initiated proposal.

Debbie Duffin. Mr. Duffin spoke in opposition of the City-initiated proposal.

Jeanine Adams. Mr. Adams spoke in opposition of the City-initiated proposal.

David Burwell. Mr. Burwell spoke in opposition of the City-initiated proposal.

Ron Berger. Mr. Berger spoke in opposition of the City-initiated proposal.

Doris Higgins. Ms. Higgins spoke in opposition of the City-initiated proposal.

Frank An. Mr. An, owner and developer of the site, stated that this proposal is good for him and the City. He noted that the City needs hotels and commented on how this future development would benefit the City and produce jobs.

Mayor Bash CLOSED the public hearing.

Council Member Sullivan commented on the project and the conditions that were placed on the property by the Planning Commission. He further commented on the Zoning and Development Issues Working Group that is discussing the need to re-zone some sites to hospitality to bring in more revenue sources, noting the City's revenue problems. He stated that he has met with Mr. An regarding the property and further did accept a campaign contribution from him. Council Member Sullivan stated that he is in favor of the zone change.

Council Member Higgins commented on the City's Charter and the need for a super majority vote to change the zoning to Commercial Hospitality Zone. He further commented on the ordinance, citing different sections that he was not in agreement with. Council Member Higgins stated that he agrees with no commercial east of the 15 Freeway, noting that he is not in support of this proposal. He added that the City needs revenue, but revenue that is compatible with this lifestyle.

Council Member Hanna commented on the property and its proximity to the freeway, noting that the City needs money to sustain its lifestyle and also needs rooms for people to stay. He further commented on other available properties on Hamner Avenue, noting that they are not big enough. Council Member Hanna stated that if the property is re-zoned, it could create a buffer, further stating that he supports the zone change.

Mayor Pro Tem Azevedo commented on the City's lifestyle and the need for future reserves, noting that sales tax is the number one revenue source for the City. She noted that a decision needs to be made to either build hotels to increase sales tax revenue; change the City's lifestyle and reduce police and fire protection; or initiate a tax. Mayor Pro Tem Azevedo stated that she is torn because of the need to maintain the City's lifestyle; noting this clearly is not residential property located that close to the freeway. She stated that she wants to continue to receive input from the Planning Commission.

Mayor Bash stated that he remembers when the site was commercial, adding that it once was a beautiful street. He commented on the need to preserve the City's lifestyle, noting that he needs to be confident that if it got built, it would improve the street. Mayor Bash stated that now is not the right time, noting he needs to be reassured that the proposal will protect the neighborhood.

M/S Higgins/Bash to concur with the Planning Commission and deny the Zone Change.

UNDER DISCUSSION: Council Member Hanna received confirmation that there is not a project and the Council is voting on the Zone Change and the Specific Plan.

SUBSTITUTE M/S Azevedo/Sullivan to send the proposal back to the Planning Commission for its opportunity to review the new site map.

The motion was carried by the following roll call vote:

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

MOTION FAILED TO PASS

M/S Higgins/Bash to concur with the Planning Commission and deny the Zone Change. The motion was carried by the following roll call vote:

AYES: HIGGINS/BASH
NOES: AZEVEDO, HANNA, SULLIVAN
ABSENT: NONE
ABSTAIN: NONE

MOTION FAILED TO PASS

M/S Sullivan/Hanna to approve the Zone Change with a modification to the Specific Plan to add a land use map that delineates a residential land use district adjacent to Valley View (1.5 acres) and a commercial district adjacent to the freeway (4.0 acres). The motion was carried by the following roll call vote:

AYES: AZEVEDO, HANNA, SULLIVAN
NOES: BASH/HIGGINS
ABSENT: NONE
ABSTAIN: NONE

City Attorney Harper stated that the Zone Change failed to pass with no further motion and action taken.

9:10 p.m. Mayor Bash RECESSED the meeting.

9:26 p.m. Mayor Bash RECONVENED the meeting.

4. CITY COUNCIL DISCUSSION/ACTION ITEMS:

- A. Revisions to Code Compliance Policies and Procedures. **Recommended Action: Approve the recommended change to the Code Compliance Administrative Policy that requires a written complaint requirement before a residential violation is investigated.** (City Manager)

City Manager Groves presented the item for Council discussion, stating that the written complaint requirement was removed from the proposed draft Administrative Policy. She added that the City will receive reporting through numerous ways, but will still need a name provided.

Council Member Higgins commented on some of the issues he had with the courtesy notice left on the door, noting that the property owner should receive the notice at the same time. He also stated that he would recommend combining Nos. two (2) and three (3) in the Complaint Prioritizing section. He emphasized that the priority should be the immediate threat to public health or safety.

Mayor Pro Tem Azevedo stated that she is concerned that the fees should be made stiffer.

Council Member Sullivan stated that he opposes the changes and is in favor of keeping the written complaint policy.

M/S Hanna/Higgins to approve the changes to Procedures Section, No. 3 (state that the Courtesy Notice will be sent to the property owner at the same time the Notice is left on the door) and to the Complaint Prioritizing Section (Combine Nos. two (2) and three (3)). The motion was carried by the following roll call vote:

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

- B. Discussion of Norco Citizens Patrol's Role and Parking Citation Authority.
Recommended Action: Discuss and provide direction as needed. (City Manager)

City Manager Groves presented the item for Council discussion.

Council Member Higgins commented on his concerns regarding too many people parking on the horse trails, noting the added responsibilities to the Sheriff's Department following its reductions made to the department. He asked for confirmation regarding the number of parking citations issued and the number of parking warning issued, stating that there are not enough parking citations issued. He noted that the trails are what make Norco unique, adding his concerns regarding safety on the trails. He added that enforcement should be directed by what is important to the community.

Mayor Bash commented on his concerns regarding speeding on Hamner Avenue. He stated that he liked the idea of issuing warnings on the horse trails, noting that some people do not know Norco and may only be visiting, adding that he would like to see it tempered a bit. In response to his concerns, Lt. Hedge stated one of the benefits of the Citizens on Patrol issuing warnings is that it is a good community tool.

Council Member Sullivan commented that there have been problems with this for many years, noting that when there was more money there were more officers. He suggested adding information to entry signs into the City stating that when horses or children are present, fines are doubled. City Manager Groves responded that this was discussed in the past and would require legislation.

The report was received and filed with no action taken by the City Council.

5. PUBLIC COMMENTS OR QUESTIONS:

Pat Overstreet. Ms. Overstreet announced the opening of Sons of Liberty Aleworks in Norco.

Eric Norris. Mr. Norris, representing the City of Eastvale, commented on the EIR process for the Horse Manure to Energy Conversion Facility. He requested time to meet with City staff for dialogue regarding the City of Eastvale's role in this project. He added that the City of Eastvale will be submitting comments in response to the EIR.

Greg Newton. Mr. Newton commented on an article regarding horses owned by Mrs. Romney.

Pamela Smith. Ms. Smith introduced the new Executive Director of the Norco Chamber of Commerce & Visitor's Center, Diane Collins.

Greg Bowen. Mr. Bowen announced that the Cowgirls will participate in the 2012 Rose Parade and will also be performing on December 29 at the Equifest.

Jeanine Adams. Ms. Adams commented as a member of the Lake Norconian Club Foundation regarding the decision to close the California Rehabilitation Center facility, noting that the decisions made should be for the good of the community.

6. CITY COUNCIL COMMUNICATIONS:

A. Reports on Regional Boards and Commissions

Council Member Hanna:

- Attended a Northwest Mosquito and Vector Control District meeting, at which time they toured the new facility.

B. City Council Announcements

Council Member Sullivan:

Stated his concerns regarding a property owner that lives adjacent to a business on Sixth Street. He asked the Planning Division staff to review the CUP and recommended revoking it if there are any violations. He asked that a report be submitted to the Planning Commission following the review and investigation.

7. CITY MANAGER REPORTS: None

8. ADJOURNMENT: There being no further business to come before the City Council, Mayor Bash adjourned the meeting at 10:50 p.m.

BRENDA K. JACOBS, CMC
CITY CLERK



AGENDA
CITY OF NORCO

SPECIAL JOINT MEETING – AB 1234 ETHICS EDUCATION
CITY COUNCIL / PLANNING COMMISSION
HISTORIC PRESERVATION COMMISSION / PARKS AND RECREATION COMMISSION
STREETS, TRAILS AND UTILITIES COMMISSION
CONFERENCE ROOMS "A" & "B"
NORCO CITY HALL – 2870 CLARK AVENUE
AUGUST 15, 2012

1. CALL TO ORDER: City Clerk Jacobs called the meeting to order at 3:08 p.m.
- PLEDGE OF ALLEGIANCE: City Clerk Jacobs
2. ROLL CALL:
 - Mayor Kevin Bash, **Present**
 - Mayor Pro Tem Kathy Azevedo, **Present**
 - Council Member Berwin Hanna, **Present**
 - Council Member Herb Higgins, **Absent (Online Course)**
 - Council Member Harvey C. Sullivan, **Present**

 - Planning Commission:**
Chairman Wright **Absent (Online Course)**
Vice Chairman Henderson, **Present**
Commission Member Jaffarian, **Absent (Online Course)**
Commission Member Leonard, **Absent (Online Course)**
Commission Member Hedges, **Present**

 - Historic Preservation Commission:**
Chairman Bacon, **Present**
Vice Chairman Potter, **Absent (Online Course)**
Commission Member Jaquemain, **Absent (Online Course)**
Commission Member Sawyer, **Absent (Online Course)**
Commission Member Dixon, **Present**

 - Parks & Recreation Commission:**
Chairman Holder, **Absent (Online Course)**
Vice Chairman Boyle, **Absent (Online Course)**
Commission Member Adams, **Present**
Commission Member Hallam, **Absent (Online Course)**
Commission Member Kahan, **Present**

 - Streets, Trails & Utilities Commission:**
Chairman Showalter, **Present**
Vice Chairman Gregory, **Absent (Online Course)**
Commission Member Hoffman, **Absent (Online Course)**
Commission Member Burt, **Absent (Online Course)**
Commission Member Mauro, **Present**
Commission Member Turpin, **Absent (Online Course)**
Commission Member Walker, **Absent (Online Course)**
3. PUBLIC COMMENTS OR QUESTIONS: None
4. AB 1234 ETHICS EDUCATION: City Attorney John Harper presented ethics training to all attendees.
5. ADJOURNMENT: Mayor Bash adjourned the meeting at 5:00 p.m.

/bj-81654

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the Norco City Council

FROM: Beth Groves, City Manager 

PREPARED BY: Roger Grody, Economic Development Specialist 

DATE: September 5, 2012

SUBJECT: Approval of Lease Agreement between City of Norco and Norco Area Chamber of Commerce & Visitor's Center

RECOMMENDATION: Approve the Lease Agreement with the Norco Area Chamber of Commerce & Visitor's Center at the Norco Public Library for the term beginning October 1, 2012 and ending September 30, 2015; and direct the City Manager or her designee to execute said Lease.

SUMMARY: Staff has received a request from the Norco Area Chamber of Commerce & Visitor's Center (the "Chamber") to lease the two rooms at the Norco Public Library formerly occupied by the Norco Historical Society (the "NHS"). The Chamber recently lost its lease at 1801 Third Street and staff recommends approval of the request based on its significant value to the City. Not only is a strong, viable Chamber critical to the health of the local business community, but the presence of a strategically located Visitor's Center will assist in our efforts to promote Horsetown USA as a travel destination.

BACKGROUND/ANALYSIS: The subject space, located at the Norco Public Library at 3954 Old Hamner Avenue, consists of approximately 579 square feet equally divided between two adjoining rooms. One room, which has served as a Historic Museum, contains display cases filled with historic artifacts. These artifacts have been thoroughly inventoried by the City's Historic Preservation Commission and can be relocated to another secure location. Some items, because of their potential interest to tourists, may be appropriate for continued display by the Chamber, while others may be better suited for permanent exhibition at City Hall.

The term of the proposed lease runs from October 1, 2012 through September 30, 2015, with a provision for a two (2)-year extension.

In lieu of a more traditional monetary grant to support the work the Chamber will do in partnership with the City, The Chamber has proposed to lease the subject premises for the nominal fee of \$1 per year. In exchange for that in-kind sponsorship (valued at

\$6,000-\$9,000 annually based on current market rents), the lease requires various deliverables and work products from the Chamber. Among them are the following:

- Install a façade sign indicating the presence of a Visitor's Center to attract visitors arriving in Norco, many of whom may be driving south after events at Silverlakes Equestrian & Sports Park;
- Retain an experienced part- or full-time Executive Director to manage the activities of the Chamber;
- Submit annual audited or reviewed Annual Financial Statements;
- Establish and post regular hours for the public;
- Monitor all phone calls and walk-ins, and incorporate the data into regular reports, including an Annual Report to the City Council;
- Recognize the City of Norco as a member in good standing, waiving membership fees;
- Aggressively solicit new members;
- Develop a "welcome package" for new residents and businesses;
- Implement new protocols for grand openings, including a joint City-Chamber certificate;
- Utilize the ambassadorial services of Miss Norco (or comparable title), without bearing responsibility for the pageant; and
- Hold an annual Awards Banquet.

The Board of Directors of the Norco Area Chamber of Commerce & Visitor's Center has signed and agreed to all the provisions in the attached Lease Agreement.

FINANCIAL IMPACT: Minimal administrative costs.

rg-81719

Attachment: Lease Agreement

LEASE AGREEMENT

On this ____ day of _____, 2012, the CITY OF NORCO, a municipal corporation, hereinafter referred to as "Lessor," and the NORCO AREA CHAMBER OF COMMERCE & VISITOR'S CENTER, a non-profit corporation, hereinafter referred to as "Lessee," mutually agree as follows:

1. LEASED PREMISES. The Lessor leases to the Lessee a portion of the real property and improvements thereon situated in the City of Norco, County of Riverside, State of California, and described as follows:

Two rooms situated on the northwest portion of the building commonly known as the Norco Public Library, 3954 Old Hamner Road, Norco, California 92860, comprising approximately 579 total square feet, as indicated on the floor plan labeled EXHIBIT A. The subject building is located on land with the following legal description:

Lot 5, Block 14 of Townsite of Norco, as shown by Map on file in Book 11, Page 4 of Maps, Riverside County Records; EXCEPTING therefrom the West 75.60 feet, the Easterly line of said West 75.60 feet being parallel with the West line of said Lot.

Lots 6 and 7 in Block 14 of Townsite of Norco, as shown by Map on file in Book 11, Page 4 of Maps, Riverside County Records, as indicated on EXHIBIT B.

2. PURPOSE AND USE. The premises described in paragraph 1 shall be used by the Lessee for the purpose of administering the activities of the Norco Area Chamber of Commerce & Visitor's Center, specifically implementing programs that promote and enhance the local business community, attracting and retaining Norco businesses, increasing Chamber membership, coordinating grand openings and other promotional events, providing information to visitors regarding all attractions in the City of Norco, and for all activities incidental or necessary to accomplish said purposes, and for no other purposes. No private business shall advertise or represent in any way said premises as

their business address or indicate the Lessee's telephone number as their private business contact number.

3. ACCESS AND PARKING. The Lessee, its officers, employees, agents, members, and invitees, as well as all visitors to the Visitor's Center, shall have reasonable access to the property adjacent to the leased premises for the purpose of ingress and egress from said premises. The Lessor agrees to allow reasonable use of sufficient parking facilities near the premises to accommodate the persons described in this paragraph.

4. TERM. Lessor hereby leases the leased premises to Lessee, and Lessee hereby leases the same from Lessor, for an "Initial Term" beginning October 1, 2012 and ending September 30, 2015. Lessee may renew the Lease for one extended term of two (2) years. Lessee shall exercise such renewal option, if at all, by giving written notice to Lessor not less than ninety (90) days prior to the expiration of the initial term. The renewal term shall be at the rental rate set forth for the initial term and otherwise upon the same covenants, conditions and provisions as provided in this lease.

In the event the Lessee remains on the premises after the end of the term of this lease without renewing this lease, this lease and its covenants and conditions will continue month-to-month until terminated by either party upon giving thirty (30) days prior written notice to the other party.

5. NOMINAL RENT. During the term of this lease, Lessee shall pay to Lessor an annual rental fee in the nominal amount of One Dollar (\$1.00) on or before the first day of October for each year of the lease term to Lessor.

6. NOTICES. All notices under this lease shall be deemed given or served if addressed to the recipient party at this last known address, and, with postage prepaid, deposited in the United States mail. The current addresses of the Lessor and Lessee, respectively, are as follows:

Lessor
City of Norco
2870 Clark Ave.
Norco, CA 92860
ATTN: City Manager

Lessee
Norco Area Chamber of Commerce & Visitor's Center
P.O. Box 844
Norco, CA 92860
ATTN: President

Lessor and Lessee shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

7. UTILITIES. The Lessee agrees to pay the charges for any telephone and janitorial services necessary for the operation of the Norco Area Chamber of Commerce & Visitor's Center on the leased premises. The charges for electricity, water, natural gas, and trash removal shall be borne by the Lessor.

8. INDEMNIFICATION. The Lessee shall save and hold the Lessor harmless from any and all liabilities or damages that may arise out of and be attributable to any act of omission attributed solely to Lessee, its officers, agents and employees on the leased premises.

9. FIXTURES, FURNITURE AND EQUIPMENT. All fixtures, furnishings and equipment placed in or upon the leased premises by the Lessor and remaining thereon at the commencement of the term of this lease may be used by the Lessee during the term of this lease, or any renewal thereof, including the month-to-month tenancy described in Paragraph 4, for Chamber and Visitor's Center purposes. All fixtures, furnishings and equipment placed in or on the leased premises by the Lessee shall be and remain the property of the Lessee, and shall be removed by the Lessee immediately upon the expiration of the term of this lease or any renewal thereof.

10. HISTORIC ARTIFACTS, DOCUMENTS AND PHOTOGRAPHS. Any historic artifacts, photographs or documents displayed on the premises by Lessor at the commencement of the term of this lease must continue to be displayed by Lessee during the course of the lease unless or until Lessor notifies Lessee otherwise, or upon mutual agreement of Lessor and Lessee in the first three (3) months of the lease term.

Said artifacts, photographs or documents, identified in an inventory prepared by the City of Norco Historic Preservation Commission (EXHIBIT C) shall remain the sole property of the Lessor and shall revert to Lessor's possession at the termination of the lease.

11. TENANT IMPROVEMENTS. Lessee, at Lessee's expense, shall have the right, subject to Lessor's written approval, to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the leased premises from time to time as Lessee may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Lessee shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the leased premises, and fasten the same to the premises if necessary. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Lessee at the commencement of the lease term or placed or installed on the leased premises by Lessee thereafter, shall remain Lessee's property free and clear of any claim by Lessor. Lessee shall have the right to remove the same at any time during the term of this lease provided that all damage to the leased premises caused by such removal shall be repaired by Lessee to Lessor's satisfaction, at Lessee's expense.

12. MAINTENANCE. The Lessee agrees to maintain the leased premises and fixtures, furnishings and equipment thereon or therein in the same condition as when received, wear and tear in the usual and ordinary operation of the Lessee's activities, action of the elements, depreciation, obsolescence, and other happenings beyond the reasonable control of the Lessee excepted; provided, however, the Lessor shall maintain the exterior walls, roof, and other structural portions of the building, except for damages caused by the Lessee, its officers, employees, agents, invitees, members, or visitors.

13. ASSIGNMENT. This lease shall not be assigned or transferred by the Lessee, and the leased premises shall not be used by any person or organization other than the Lessee, its officers, employees, agents, invitees, members, and visitors, without prior written consent of the Lessor.

14. ENTRY BY LESSOR. Lessor shall have the right to enter upon the leased premises at all reasonable hours to inspect the same, or to maintain the building in which the premises are situated, provided Lessor shall not thereby unreasonably interfere with Lessee's business on the leased premises. During the sixty (60) days prior to expiration of this lease, Lessor shall have the right to exhibit the space to prospective tenants and to place on or in the windows of the premises any usual or ordinary "For Lease" signs, to the extent said activities do not interfere with the uses permitted to and conducted by Lessee under this lease.

15. INSURANCE. If the leased premises or any other part of the building is damaged by fire or other casualty resulting from any act or negligence of Lessee or any of Lessee's officers, employees, agents, members, invitees, or visitors, rent shall not be diminished or abated while such damages are under repair, and Lessee shall be responsible for the costs of repair not covered by the Lessor's insurance.

Lessee shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to its activities on the premises with the premiums thereon fully paid on or before due date, issued by and binding upon an insurance company approved by Lessor, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Lessor shall be listed as an additional insured on Lessee's policy or policies of comprehensive general liability insurance, and Lessee shall provide Lessor with current certificates of insurance evidencing Lessee's compliance with this provision. Lessee shall obtain the agreement of Lessee's insurers to notify Lessor that a policy is due to expire at least (10) days prior to such expiration. Lessor shall not be required to maintain insurance against thefts within the leased premises or the building.

16. SIGNAGE. Lessee shall be responsible for the expense of fabricating and installing a sign on the façade of the subject structure, indicating the leased premises serve as a Visitor's Center. The design and location of the sign, bearing the logos of both Lessee and Lessor, must be subject to applicable zoning ordinances and private restrictions. Lessor may refuse consent to any proposed signage that is, in Lessor's opinion, too

large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the leased premises or building façade. The installation of approved signage must occur within one hundred eighty (180) days after commencement of original lease, and a temporary sign or banner, pursuant to applicable zoning regulations, must be affixed to the building within thirty (30) days after commencement of original lease.

17. DELIVERABLES AND WORK PRODUCTS OF LESSEE. The Lessee is required to provide various deliverables and work products to the Lessor in exchange for the in-kind sponsorship represented by the nominal rental rate of this lease agreement. Said deliverables and work products are directly related to the role of Lessee's efficient and professional administration of the activities of the Norco Area Chamber of Commerce & Visitor's Center, specifically implementing programs that promote and enhance the local business community, attracting and retaining Norco businesses, increasing Chamber membership, coordinating grand openings and other promotional events, providing information to visitors regarding attractions in the City of Norco, and for all activities incidental or necessary to accomplish said purposes.

- A. Lessee shall retain a reasonably experienced, suitably qualified part-time or full-time Executive Director to manage the activities of the Norco Area Chamber of Commerce & Visitor's Center within thirty (30) days after commencement of original lease.
- B. Lessee shall adhere to reasonably professional accounting standards, and provide Lessor with an Annual Financial Statement, duly audited or reviewed by a Certified Public Accountant (CPA), as part of its Annual Report to City Council (Paragraph E), and provide any Chamber member in good standing access to accounting summaries within seventy-two (72) hours of a request.
- C. The leased premises must be open to the public at regularly scheduled hours, no fewer than twenty (20) hours per week, and said hours shall be posted in a conspicuous location at the premises.

- D. Lessee shall monitor all telephonic and walk-in activity of members, prospective members, representatives of local businesses, and the public, logging in all calls and visits with an indication of the nature of said call or visit, to the best of Lessee's abilities. Such information shall be incorporated into regular reports to the Lessor, at the minimum consisting of an Annual Report pursuant to Paragraph E. of this section.
- E. Lessee shall prepare an Annual Report to the Norco City Council that includes, at a minimum, the following information: 1) Annual Financial Statement duly audited or reviewed by a Certified Public Accountant (CPA); 2) statistical information on telephonic and walk-in activity from members, prospective members, representatives of local businesses, and the public; 3) summaries of Board of Director meetings, elections, workshops and retreats, monthly luncheons, committee and subcommittee meetings; 4) listings of new Chamber members and the percentage increase or decrease in total membership for the year; 5) summary of grand openings and other Chamber-sponsored events; 6) description of all advocacy efforts and Chamber initiatives undertaken; 7) a progress report on all goals and objectives pursued during the course of the reporting year; and 8) evidence of compliance with all provisions, deliverables and work products enumerated in this lease.
- F. Lessee shall recognize the City of Norco as a member in good standing of the Norco Area Chamber of Commerce & Visitor's Center, waiving any normal membership fees, during the entire term of lease.
- G. Lessee shall prepare a restaurant guide, which at a minimum shall include the name, address, telephone number, type of cuisine, and website, where applicable, of every restaurant located in the City of Norco, to the best of Lessee's abilities. Said directory, which may also be used as an advertising platform for local restaurants, shall be completed no more than two hundred seventy (270) days after commencement of original lease. Hard copies of said restaurant guide shall be widely distributed, as well as posted on Lessee's website.

- H. Lessee shall monitor membership growth and aggressively solicit new members for the Norco Area Chamber of Commerce & Visitor's Center, reporting progress in its Annual Report and within seventy-two (72) hours after reasonable request from Lessor.
- I. Lessee shall develop and implement a welcome package for new homeowners and local businesses as a means of promoting the Norco Area Chamber of Commerce & Visitor's Center and the Norco business community in general. These procedures shall be operational within one hundred eighty (180) days after commencement of original lease.
- J. Lessee shall develop and implement protocols and procedures for grand openings for new local businesses, which shall also include the creation of a joint City/Chamber certificate that can be presented to the business owner. These procedures shall be operational within ninety (90) days after commencement of original lease.
- K. Lessee shall assign a minimum of one (1) Board Member to attend and represent the interests of the Norco Area Chamber of Commerce & Visitor's Center at all Norco City Council meetings.
- L. Lessee shall enlist the ambassadorial services of Miss Norco, or holder of a comparable title, and her court, from an independently operated beauty/scholarship pageant held for young women residing in the City of Norco, at Norco Area Chamber of Commerce & Visitor's Center events. Lessee, however, shall not be expected to bear any responsibility or expenses in the organization of said pageant.
- M. Lessee shall hold an annual awards banquet honoring local businesspersons in the City of Norco, which may be combined with a Board of Directors installation dinner. The first of such events shall occur within three hundred sixty (360) days after commencement of original lease.

18. TERMINATION. The Lessee shall have the right to terminate this lease at any time during the original term of this lease or any renewal thereof upon the giving of a thirty (30) day written notice to the Lessor if (a) the Norco Area Chamber of Commerce & Visitor's Center is dissolved or terminates its activities as an active business-oriented organization; or if (b) the leased premises described in Paragraph 1 are damaged or destroyed and Lessee reasonably determines that it is unsuitable for the uses contemplated in this lease, in which event the rental shall abate from the date of damage or destruction, provided the damage or destruction is not attributable to any act or negligence of Lessee or any of Lessee's officers, employees, members, invitees, or visitors.

Upon termination of this lease or upon the termination of any renewal thereof, including the month-to-month tenancy described in Paragraph 4, Lessee shall surrender possession of the leased premises in as good condition as exists at the time of commencement of this lease, action of the elements, depreciation, obsolescence, and other happenings beyond the reasonable control of the Lessee excepted.

19. WAIVER. No waiver of any default of Lessor or Lessee hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Lessor or Lessee shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

20. MEMORANDUM OF LEASE. The parties hereto contemplate that this lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Lessor or Lessee shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this lease.

21. HEADINGS. The headings used in this lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this lease.

22. SUCCESSORS. The provisions of this lease shall extend to and be binding upon Lessor or Lessee and their respective legal representatives, successors and assigns.

23. CONSENT. Lessor shall not unreasonably withhold or delay its consent with respect to any matter for which Lessor's consent is required or desirable under this lease.

24. PERFORMANCE. If there is a default with respect to any of Lessor's covenants, warranties or representations under this lease, and if the default continues more than fifteen (15) days after notice in writing from Lessee to Lessor specifying the default, Lessee may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Lessee shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lesser of twelve percent (12%) per annum or the then highest lawful rate. If this lease terminates prior to Lessee's receiving full reimbursement, Lessor shall pay the unreimbursed balance plus accrued interest to Lessee on demand.

25. COMPLIANCE WITH LAW. Lessee shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Lessee's use of the leased premises. Lessor shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the leased premises.

26. FINAL AGREEMENT. This lease agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This agreement may be modified only by a further writing that is duly executed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this lease agreement to be executed the day and year first above written.

CITY OF NORCO,
a municipal corporation

By:

City Manager

Attest:

City Clerk

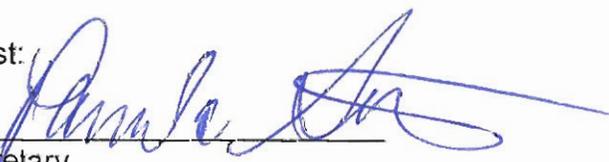
NORCO AREA CHAMBER OF COMMERCE & VISITOR'S CENTER,
a nonprofit corporation

By:



President

Attest:



Secretary

APPROVED AS TO FORM:

City Attorney

/rg-81686

**EXHIBIT A
FLOORPLAN**

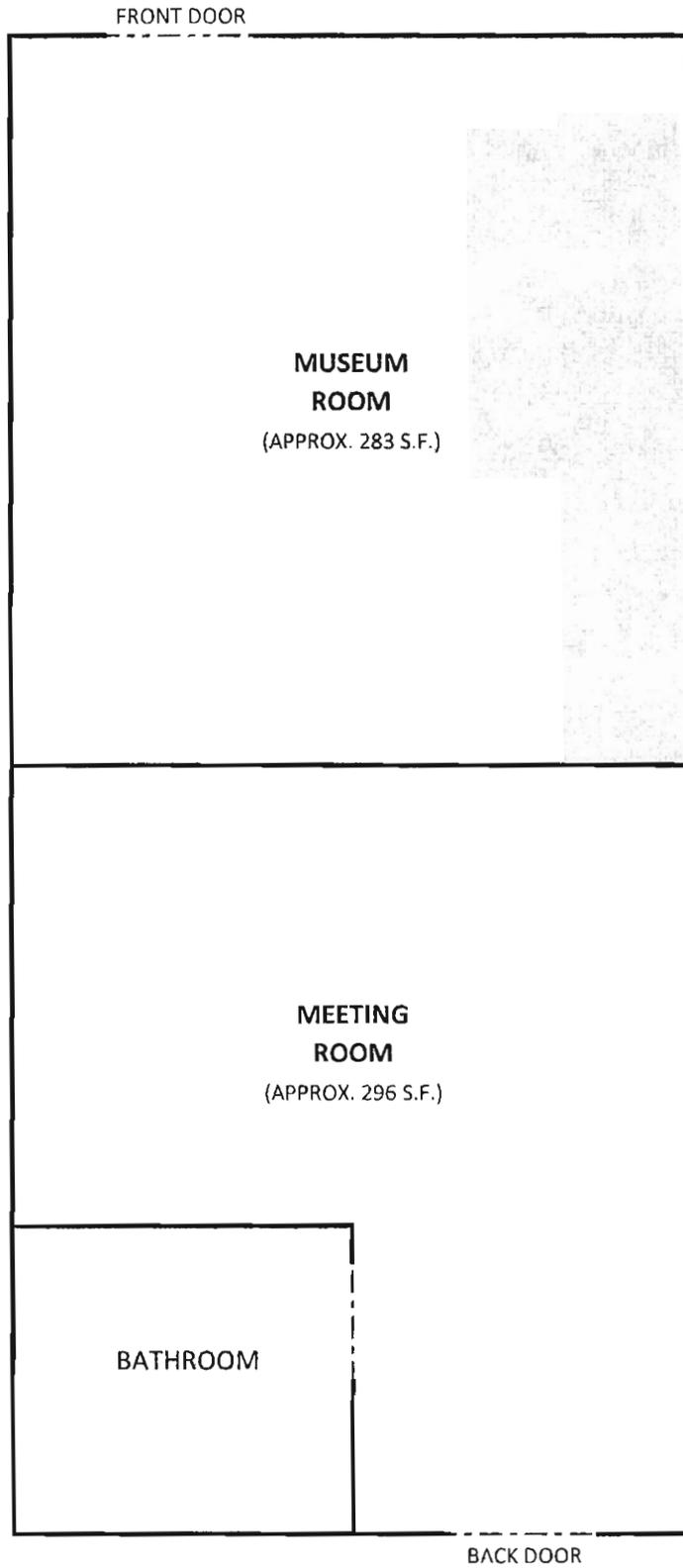


EXHIBIT C

INVENTORY OF HISTORIC ITEMS

#	Type	Description
1	photo/print	Lake Norconian Pavillion, approx 18x24"
2	plaque	City Hall
3	misc. (l to r)	coffee grinder, chamber plaque, wine glasses L. Loock poem,
4	plaque	NHS charter
5	furniture	chair grouping
6	cabinet	cabinet/contents: W.Prog. commemorative plates, plaques, photos
7	rack	Assorted state and local publications (a few of archival interest)
8a	display case	6'x'8, overview, Vandermolen
8b	display case	6'x'8, overview, Norco Lioness Club
8c	display case	6'x'8, overview, Haryy and Eleanor Brintor
8d	display case	6'x'8, overview, Bill and Phyllis Vaughn
9a	display case	Vandermolen case label
9b	display case	Lioness case label
9c	display case	Brinton case label
9d	display case	Vaughn case label
10	news clips	Norco bank robbery 1980-1982
11	textile	Norco Valley Fair T-shirts
12	filing cab., blk	2nd drawer:PE clippings, R. Snow/others files (approx 127)
13	filing cab., blk	3rd drawer: New clipping files, various years (1986-2003)
14	news clips	Black binder containing news clippings 1967-1970
14a		Black binder (open)
15	map	Norco, ca. 1979, approx. 40x40"
16	photo/print	Highway 91 @ Serfas Club Drive, ca. mid-1980s
17	certificate	Dept. of Interior deeds land for Snipes Park to City
18	sign	"Gil and Marie's Walkers" (wood-cut, 2-sided, approx. 36x24")
18a		"Gil and Marie's Walkers" (wood-cut, 2-sided, approx. 36x24")
19	diorama	Norco landscape
19a		Norco diorama documentation
20	textile	City's 25th Anniversary Friendship Quilt w/ newsclipping
21	stationary	Nine boxes of notecard sets, various sketch views of Norconian Hotel
22	stationary	one box seating cards
23	photo/print	"A Celebration of Riders" donated by K. Bash family, 24x14"
24	textile	"CFWC" courier pouch
25	plaque	(4) Best Baby NVF 1977, M. Smith 1993, CoC 1975, Courthouse brick
26		Stack of DeRuyter cardboard egg catons
27	Textile	Military-style hat
28	Photo/prints	Norco panoramas, circa 1934, proofs
28a	Photo/prints	Norco panorama, circa 1934
29	photo/print	Baseball photograph, circa 1914 11x17," Letterfrom Green Bay
30	photo/print	Portrait of Nellie Weaver
31	sign	Stall sign "Maiden's Sun Dial, Gil and Marie Cox
32	sign	Norco Valley Fair sign, 4x4'
33	furniture	Two wooden dining chairs
34	sign	1990 Norco Recal Sign
35		Jeanne Guertin Warnock McLeod collection
35a		J. McLeod: 9 plaques, diplomas, 2 blnders, framed portrait
36	plaque	1983 Norco Valley Fair/Women's Prog. Club
37	news clips	Norco bank robbery 1980
38	box collection	Orig. friendship quilt and related items.
39	docs	Legal papers Woodbury vs Orange Heights
39a	docs	close up of party names in pic 39 legal papers
40	sign/poster	2005 Western Art Show and Sale Poster 18x12'
41	print	Framed "Norco Mall" 24x28"
41	print/photo	Hotel Norconian, 1994, 22x18"
42	print	R. Spencer developer's rendering, framed, matted

EXHIBIT C

INVENTORY OF HISTORIC ITEMS

43	Arrows (2)
44 various	1989 Quilt Project: journals, material, photos
45 binder	NVF Queen Contests 1965-2005
46 photo/print	Small album, various snapshots, donation of Jewel Kraxberger
47 flatware	silver flatware from Norconian: 4 spoons, 1 knife, 2 forks
48 news clips	Related to Norco 20 year incorporation, 12/27/1984
49 print/photo	Panarama of Norco, ca 1934 St. Vincent de Paul, 3x12'
49a print/photo	close up of photo 49
50 20 VHS/2 cass	ca. 1987-1994 parades, dedications, Early Timers, NHS, etc.
51 photo	Orig. photos Norconian, A. E Field/Charlotte S. Field, Rside, est. 1910
51a photo	Closeup, portion of 51
51b photo	Closeup, portion of 51
51c photo	Closeup, portion of 51
51d photo	Closeup, portion of 51
51e photo	Closeup, portion of 51
51f Photographer ID	Closeup of Photographer ID for photos in #51
52 photo	Proofs (13 pgs, most with 4 ea.) Norconian, circa 1928
53 photos	Photo files sorted by heading (In file dk. brn cabinet, 2nd drwr.)
54 newsclips	Norco CofC clips and promo materials (lt brn file cab, top drwr)
54a	"same as above" 2nd Drawer (3rd and 4th empty, photo mislabeled as #55)
55 photo	Vandermolen cab., top r., Chuck wagon photo
55a	Photo of missing photo note
56 textile	Bus driver uniform
57 photos	Vandermolen cab top left, Puotlry famr, Newsome house
58 photos	VM, left 2 shelf: Historic Norco homes
59 photos	VM left 3 shelf: Moreno Family collection
60 photos+	VM left 4th and bottom: Newsome, Poultry and Community Center
60a	closeup of portion of #60
60b	closeup of portion of #60
61	Lioness Club r, top: Beacon Hill Light Bulb, Voc. Edu. calendar
62	LC 2nd down: Naval Hosp. items: flatware, b. cert. photos, brochures
63	Senior Center ground breaking shovels
64	Official Norco City, city realted, photos plaques
65	Vaughn Case, right 2nd, Norco Fair Buttons
66	Vaughn right 3rd/ bot.: Norco fire metal emblem, photos
67 photo	Vaughn case, left top, Horsetown U.S. A.
68 photos	Vaugh left 2nd Neil Snipes, George Ingals, Steve Nathan, Quilts
69 photos	Vaugh left 3rd: Womnes Prog. Club, photos, plaque to NHS 1999
70 plaque	Vaugh left bot: Legacy of Parks, US. Land Grant to City for Snipes Park
71 photos	Brinton Case overviews: western items: photo of 1969 flood
72	Wom. Prog Club China Cabinet: 25 items, moslty commem. plates)
73 photo	Lobby, NE corner
74 photo	Lobby, NW corner
75 photo	Lobby, SE corner
76 photo	Lobby, SW corner
77 photo	Rear room corner NE
78 photo	Rear room corner NW
79 photo	Rear room corner SE
80 photo	Rear room corner SW
81 photo	Rear room, rear entrance
82 signs	City hall signs and meeting notice board
83 brick	brick from first Riv Co courthouse
84 plaque	fair appreciation plaque 1993

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Beth Groves, City Manager 

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

DATE: September 5, 2012

SUBJECT: Amendment to the FY 2013-2017 Capital Improvement Program Budget to Identify the Hamner Avenue Widening Project Funding Sources and Appropriate Additional Funding for the Project

RECOMMENDATION: **Adopt Resolution No. 2012-___**, amending the FY 2013-2017 Capital Improvement Program Budget to Identify the Hamner Avenue Widening Project Funding Sources; and appropriate additional Funding in the amount of \$400,000 from the Measure "A" Fund for the relocation of transmission poles by Southern California Edison in the amount of \$310,000 and the difference of \$90,000 to complete Project funding.

SUMMARY: On July 18, 2012, the City Council awarded a contract for the Hamner Avenue Widening Project. The project has multiple funding partners and sources; therefore, the recommended amendment will allow staff to clearly identify each funding source and contributions from other stakeholders. Staff is also recommending that the City Council approve an additional appropriation in the amount of \$310,000 from the Measure "A" Capital Improvement Fund to relocate and raise transmission poles adjacent to Hamner Avenue and the difference of \$90,000 from the Measure "A" Capital Improvement Fund to complete the Project funding.

BACKGROUND/ANALYSIS: On July 18, 2012, the City Council awarded a contract for the Hamner Avenue Widening Project to Griffith Company in the amount of \$4,133,320.25 for the Base Bid and \$1,188,610.00 for Add Alternate Bid No. 1; and additional related construction services in the amount of \$238,031. The report identified multiple funding sources from the 2012 City of Norco Capital Improvement Program ("CIP") Budget and also included funding contributions from outside stakeholders.

Southern California Edison has requested that the transmission poles adjacent to the improvement project be relocated and raised to accommodate their height restrictions. Staff recommends that the City Council approve an additional appropriation in the amount of \$310,000 from the Measure "A" Capital Improvement Fund to relocate and raise transmission poles adjacent to Hamner Avenue by Southern California Edison. Staff also recommends that an additional amount of \$90,000 be appropriated from the Measure "A" Capital Improvement Fund to complete the Hamner Avenue Widening Project.

Staff recommends that the 2013–2017 CIP Budget be amended as follows:

FUND	DESCRIPTION	PROJECT NO.	ACCOUNT NO.	FUNDING 2012
137	Hamner Ave. Widening	4109-5	137-930-43160	\$600,000
143	Unspecified Trail Improvements	4608-12	143-945-43130	\$14,485
144	Unspecified Waterline Replacement	4706-7	144-950-43210	\$364,529
147	Unspecified Sewer Line Extensions	4800-1	147-960-43250	\$4,890
149	Widen Hamner Ave. North of Santa Ana River	4109-5	149-930-43160	\$1,200,000
149	TUMF – Hamner Ave. North of Santa Ana River	4109-5	149-930-43160	\$1,200,000
149	Unspecified Overlay	4921-7	149-930A-43160	\$70,412
137	Measure A			\$400,000

Funding contributions from outside agencies;

AGENCY	AGREEMENT	CONTRIBUTION
City of Eastvale Fund 149-930-43160 Project No. 4109-5	Cooperative Funding	\$473,171
Chino Basin Desalter Authority (CDA) 144-950-43210 Project No. 4109-5	Cooperative Funding	\$1,188,610
Riverside County Flood Control & Water Conservation District (RCFC&WCD) 129-935-43180 Project No. 4109-5	Cooperative Funding	* \$792,000
TOTAL PROJECT COST:		\$6,308,097

*Increase approved 2013-2017 CIP Budget by \$272,000

FINANCIAL IMPACT: A resolution has been prepared to appropriate an additional \$400,000 from the Measure "A" Capital Improvement.

The estimated available Measure "A" Fund balance is \$1,484,824 as of June 30, 2013.

Attachment: Resolution No. 2012-____
/wrt-81757

RESOLUTION NO. 2012-____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO,
CALIFORNIA, APPROPRIATING ADDITIONAL FUNDS IN THE
AMOUNT OF \$400,000 FROM THE MEASURE "A" CAPITAL
IMPROVEMENT PROGRAM FUND FOR THE HAMNER AVENUE
WIDENING PROJECT**

WHEREAS, the Norco City Council ("Council"), has approved a FY 2013-2017 Capital Improvement Program for the construction of public improvements for the benefit of the Community; and

WHEREAS, the improvements of the Hamner Avenue Widening Project will improve the overall traffic circulation; and

WHEREAS, the Hamner Avenue Widening Project will improve vehicular and equestrian safety and reduce congestion along this segment; and

WHEREAS, funding in the amount of \$400,000 is available within the Measure "A" Capital Improvement Fund Program Budget; and

WHEREAS, Southern California Edison electrical transmission poles require relocation and raising at a cost of \$310,000; and

WHEREAS, additional funding in the amount of \$90,000 is required to complete the Hamner Avenue Widening Project.

NOW THEREFORE, BE IT RESOLVED that the amount of \$400,000 shall be appropriated from the Measure "A" Capital Improvement Program Fund to fund the Hamner Avenue Widening Street Improvements Project.

PASSED AND ADOPTED by the City Council at a regular meeting held on September 5, 2012.

Mayor of the City of Norco, California

ATTEST:

Brenda K. Jacobs, CMC
City of Norco, California

I, BRENDA K. JACOBS, City Clerk of the City of Norco, 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 September 5, 2012 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 September 5, 2012.

Brenda K. Jacobs, CMC
City of Norco, California

/wrt-81758

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the Norco City Council

FROM: Beth Groves, City Manager 

DATE: September 5, 2012

SUBJECT: Amendment to the Joint Powers Agreement of the Western Riverside Council of Governments to Permit the Provision of PACE Services statewide

RECOMMENDATION: Approved the Amendment to the Joint Powers Agreement of the Western Riverside Council of Governments to Permit the Provision of PACE Services statewide.

SUMMARY: The Executive Committee of the Western Riverside Council of Governments (WRCOG) has directed staff to expand on the success of its HERO Program and implement a Statewide HERO Program by June 2013. WRCOG desires to allow jurisdictions outside WRCOG's jurisdictional boundaries to participate in WRCOG solely for the purpose of facilitating WRCOG's implementation of PACE programs within their jurisdictional boundaries, but without providing those local jurisdictions any of the rights common to the members within WRCOG's jurisdiction pursuant to the Joint Powers Agreement (JPA).

BACKGROUND/ANALYSIS: On October 7, 2009, the City of Norco adopted Resolution No. 2009-69, approving an Implementation Agreement that allowed for WRCOG to develop and implement a Property Assessed Clean Energy (PACE) Program (called the HERO Program in Western Riverside County) that allows for property owners in the City of Norco to finance energy efficiency, water conservation, and renewable energy projects and to pay that financing back through a voluntary assessment on the property owner's tax bill. The Program has both a residential and commercial component and more information can be found at www.beariversidehero.com.

Since its launch in late 2011, WRCOG's HERO Program has been very successful. Currently, WRCOG's HERO Program (residential component only) has approved nearly \$50 million in financing for projects. Because of the Program's success, WRCOG staff has been examining the possibility of creating a Statewide HERO Program that would allow other jurisdictions in the state to offer HERO to its property owners under a program that would be administered by WRCOG. Jurisdictions that elect to participate in WRCOG's Program would see considerable benefit as they would avoid the costs and considerable time it takes to develop a program from scratch. WRCOG, by providing a turn-key administrative service, would benefit by receiving revenues for the services provided.

Amendment to the Joint Powers Agreement of the Western Riverside Council of Governments to Permit the Provision of PACE Services statewide

Page 2

September 5, 2012

There are two options that WRCOG can pursue in meeting its objective to implement a statewide program which include 1.) Using WRCOG's current JPA, or 2.) Create a new JPA with a member agency. The WRCOG staff is in the process of examining both options and will be making further recommendations to the WRCOG Executive Committee regarding the pros and cons of each option. Regardless of which option the WRCOG Executive Committee selects, the member jurisdictions need to take formal action to adopt the attached Amendment to the JPA.

PREVIOUS WRCOG EXECUTIVE COMMITTEE ACTIONS:

- On June 4, 2012, the WRCOG Executive Committee directed WRCOG staff to develop the constructs for a Statewide HERO Program.
- On August 6, 2012, the WRCOG Executive Committee approved an Amendment to the Joint Powers Agreement of the Western Riverside Council of Governments to permit the provision of Property Assessed Clean Energy (PACE) services statewide.

Once the WRCOG JPA has been amended, WRCOG staff and its consulting team can begin marketing the Program to other agencies in the State for their consideration.

FISCAL IMPACTS: None.

/bj-81743

Attachment: Amendment to the Joint Powers Agreement of the Western Riverside Council of Governments to Permit the Provision of PACE Services statewide.

**AMENDMENT TO THE JOINT POWERS AGREEMENT OF
THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
TO PERMIT THE PROVISION OF PACE SERVICES**

This Amendment to the Joint Powers Agreement (“Amended Agreement”) is made and entered into on the ___ day of _____, 2012, by and between seventeen cities located within Western Riverside County and the County of Riverside (collectively the “Parties”).

RECITALS

WHEREAS, seventeen cities located within Western Riverside County and the County of Riverside have entered into a Joint Powers Agreement on April 1, 1991, and through subsequent amendments thereto (the “JPA”), to form the Western Riverside Council of Governments (“WRCOG”); and

WHEREAS, on July 21, 2008, Assembly Bill 811 (“AB 811”) was signed into law to amend Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code (“Chapter 29”) to authorize cities, counties, and cities and counties to establish voluntary contractual assessment programs to fund various renewable energy sources and energy efficiency improvements to property, commonly referred to as a Property Assessed Clean Energy (“PACE”) program; and

WHEREAS, the Legislative intent of AB 811 is to finance the installation of distributed generation renewable energy sources or energy efficiency improvements that are permanently fixed to residential, commercial, industrial, or other real property; and

WHEREAS, Chapter 29 was subsequently amended by the enactment of AB 474 effective January 1, 2010, to enable a PACE program established pursuant to Chapter 29 to finance the installation of water efficiency improvements in addition to the improvements authorized to be financed pursuant to AB 811;

WHEREAS, WRCOG is authorized to implement the purposes of Chapter 29 to establish a PACE program pursuant to the provisions of Government Code Section 6502; and

WHEREAS, WRCOG has determined that it is within the best interests of the communities that it serves, and the State of California, for WRCOG to provide a PACE program pursuant to Chapter 29 as now enacted or as such legislation may be amended hereafter, including the operation of a PACE financing program within Riverside County as well as outside Riverside County; and

WHEREAS, WRCOG desires to allow jurisdictions outside WRCOG’s jurisdictional boundaries to participate in WRCOG solely for the purpose of facilitating WRCOG’s implementation of PACE programs within their jurisdictional boundaries, but without providing

those local jurisdictions any of the rights common to the members within WRCOG's jurisdiction pursuant to the JPA; and

WHEREAS, pursuant to Government Code sections 6500 *et seq.*, the parties to the JPA desire to amend the JPA to allow for the provision of PACE services, including the operation of an PACE financing program within and outside Riverside County.

-

MUTUAL UNDERSTANDINGS

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

Section 1: The last sentence of Section 2.1 of the Agreement shall be amended to read as follows”

“Only the parties identified in this section and Associate Members approved under section 8.2 of this Agreement, if any, shall be considered contracting parties to this Agreement under Government code section 6502, provided that the rights of any Associate Member under this Agreement shall be limited solely those rights expressly set forth in a PACE Agreement authorized in section 8.2 of this Agreement.”

Section 2: The heading of Section VIII to the JPA is hereby amended to read as follows:

“PACE IMPLEMENTATION AND PARTICIPATION AGREEMENTS;
ASSOCIATE MEMBERSHIP”.

Section 3: Section 8.2 shall be added to the JPA and shall read as follows:

8.2 PACE Agreements; Associate Membership.

WRCOG shall be empowered to establish and operate one or more Property Assessed Clean Energy (“PACE”) programs pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code, and to enter into one or more agreements, including without limitation, participation agreements, implementation agreements and joint powers agreements and amendments thereto to fulfill such programs both within and outside the jurisdictional boundaries of WRCOG.

WRCOG, acting through its Executive Committee, shall be empowered to establish an “Associate Member” status that provides membership in WRCOG to local jurisdictions that are outside WRCOG’s jurisdictional boundaries but within whose boundaries a PACE program will be established and implemented by WRCOG. Said local jurisdictions shall become Associate Members of WRCOG by adopting one or more agreements (the “PACE Agreement”) on the terms and conditions established by the Executive Committee and consistent with the requirements of the Joint Exercise of Powers Act, being 5 of Division 7, Title 1 of the California Government Code (Sections 6500 et seq.) The

rights of Associate Members shall be limited solely to those terms and conditions expressly set forth in the PACE Agreement for the purposes of implementing the PACE program within their jurisdictional boundaries. Except as expressly provided for by the PACE Agreement, Associate Members shall not have any rights otherwise granted to WRCOG's members by this Agreement, including but not limited to the right to vote, right to amend this Agreement, and right to sit on committees or boards established under this Agreement or by action of the Executive Committee or the General Assembly, including, without limitation, the General Assembly and the Executive Committee.

Section 4: This amendment is to become effective in accordance with Section 9.1 of the JPA.

Section 5: All other provisions and terms of the JPA are to remain unchanged.

Section 6: This Amendment may be executed in counterparts.

IN WITNESS WHEREOF, the Parties hereto have caused this Amended Agreement to be executed and attested by their officers thereunto duly authorized as of the date first above written.

[SIGNATURES ON FOLLOWING PAGES]

**SIGNATURE PAGE TO THE
AMENDMENT TO THE JOINT POWERS AGREEMENT OF
THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
TO PERMIT THE PROVISION OF PACE SERVICES**

ATTEST:

City Clerk
City of Banning

CITY OF BANNING

By: _____

By _____
Mayor

Dated: _____

ATTEST:

City Clerk
City of Calimesa

CITY OF CALIMESA

By: _____

By _____
Mayor

Dated: _____

ATTEST:

City Clerk
City of Canyon Lake

CITY OF CANYON LAKE

By: _____

By _____
Mayor

Dated: _____

ATTEST:

City Clerk
City of Corona

CITY OF CORONA

By: _____

By _____
Mayor

Dated: _____

ATTEST:

City Clerk
City of Eastvale

By: _____

Dated: _____

ATTEST:

City Clerk
City of Hemet

By: _____

Dated: _____

ATTEST:

City Clerk
City of Jurupa Valley

By: _____

Dated: _____

ATTEST:

City Clerk
City of Lake Elsinore

By: _____

Dated: _____

CITY OF EASTVALE

By _____

Mayor

CITY OF HEMET

By _____

Mayor

CITY OF JURUPA VALLEY

By _____

Mayor

CITY OF LAKE ELSINORE

By _____

Mayor

ATTEST:

City Clerk
City of Meniffee

By: _____

Dated: _____

ATTEST:

City Clerk
City of Moreno Valley

By: _____

Dated: _____

ATTEST:

City Clerk
City of Murrieta

By: _____

Dated: _____

ATTEST:

City Clerk
City of Norco

By: _____

Dated: _____

CITY OF MENIFEE

By _____
Mayor

CITY OF MORENO VALLEY

By _____
Mayor

CITY OF MURRIETA

By _____
Mayor

CITY OF NORCO

By _____
Mayor

ATTEST:

City Clerk
City of Perris

By: _____

Dated: _____

ATTEST:

City Clerk
City of Riverside

By: _____

Dated: _____

ATTEST:

City Clerk
City of San Jacinto

By: _____

Dated: _____

ATTEST:

City Clerk
City of Temecula

By: _____

Dated: _____

CITY OF PERRIS

By _____
Mayor

CITY OF RIVERSIDE

By _____
Mayor

CITY OF SAN JACINTO

By _____
Mayor

CITY OF TEMECULA

By _____
Mayor

ATTEST:

City Clerk
City of Wildomar

By: _____

Dated: _____

ATTEST:

County Clerk
County of Riverside

By: _____

Dated: _____

CITY OF WILDOMAR

By _____
Mayor

COUNTY OF RIVERSIDE

By _____
Chairman

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 Director

DATE: September 5, 2012

SUBJECT: Renaming of the Small Auditorium (Fire Side Room) at the Mildred W. Fleutsch Community Center in Honor of Bob and Karlene Allen

RECOMMENDATION: Authorize the renaming of the Mildred W. Fleutsch Community Center, Small Auditorium (Fire Side Room) in honor of Bob and Karlene Allen, selecting the official name to be adopted as the Bob and Karlene Allen Community Room.

SUMMARY: At its meeting held on August 1, 2012, the City Council unanimously agreed to place an item on a future City Council Agenda to rename the Small Auditorium (Fire Side Room) at the Mildred W. Fleutsch Community Center after Bob and Karlene Allen, longtime residents, business owners and community volunteers.

BACKGROUND ANALYSIS: At the August 1, 2012 City Council meeting, a request was made by Mayor Bash to name the Small Auditorium (Fire Side Room) at the Mildred W. Fleutsch Norco Community Center after long-time residents Bob and Karlene Allen. Although this practice does not follow the normal criteria which states the individuals must be deceased, it is the consensus of the City Council that the Small Auditorium (Fire Side Room) at the Mildred W. Fleutsch Community Center be named in honor of Bob and Karlene Allen.

Bob and Karlene Allen have been Norco residents since 1944. After Bob returned from his military service in World War II, they got married and settled down to make a home at Karlene's family's chicken ranch on Hillside, where they started their business, Hillside Farms and Trees. Karlene was born in Norco in 1935 and attended school at the Mildred W. Fleutsch Community Center, which at that time was the first school in the area. Both Bob and Karlene have been strong supporters of the community and have volunteered hundreds of hours for various groups and community activities over the years. Their community support includes the famous "Hillside Farms Craft Show". The craft show provides opportunities for various non-profit groups in the community to raise funds and market their organizations' activities at the annual events held prior to Easter and Christmas.

Annually, Bob and Karlene have supported the Norco Senior Center Party Partners program which is run by the Parks and Recreation Department and the Senior Pets Relief Program. They have donated use of their Hillside Farms facility and provided financial contributions for the continued success of these programs.

The Council has previously discussed and recognized that Bob and Karlene Allen's record of service to the community is commendable and should be memorialized due to their outstanding citizen involvement in the community.

A sign honoring Bob and Karlene Allen would be located on the north exterior wall of the Small Auditorium (Fire Side Room), titled "Bob and Karlene Allen Community Room". A small bronze plaque position over the fire place will be installed commemorating the dedication date of the room after the Allen's.

FINANCIAL IMPACT: The purchase and placement of a sign and memorial plaque naming the room in honor of the Allen's is estimated to cost approximately \$700. There are no funds identified at this time for this purpose. The Norco City Council may choose to launch a campaign to raise funds for this Capital Outlay. A dedication ceremony will follow after the funds are raised.

/bp-81652

BOB & KARLENE ALLEN

Community Room

