



AGENDA  
CITY OF NORCO  
CITY COUNCIL  
SUCCESSOR AGENCY TO THE NORCO COMMUNITY REDEVELOPMENT AGENCY

November 20, 2013

City Council Chambers  
2820 Clark Avenue, Norco, CA 92860

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

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CALL TO ORDER:	7:00 p.m.
ROLL CALL:	
PLEDGE OF ALLEGIANCE:	Council Member Sullivan
INVOCATION:	Corona Church of the Open Doors <i>Pastor Fred Griffin</i>
INTRODUCTION:	Javier Rodriguez, Code Enforcement Officer
RECOGNITION:	Honoring Council Member Sullivan

CITY COUNCIL BUSINESS ITEMS AS FOLLOWS:

1. CITY COUNCIL COMMUNICATIONS / REPORTS ON REGIONAL BOARDS AND COMMISSIONS:
2. CITY COUNCIL CONSENT 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.3 of the Agenda.)*
  - A. City Council Minutes:  
Regular Meeting of November 6, 2013  
Recommended Action: **Approve the City Council Minutes** (City Clerk)

- B. Procedural Step to Approve Ordinance after Reading of Title Only.  
**Recommended Action: Approval** (City Clerk)
  - C. Proposed Cancellation of the January 1, 2014 City Council Regular Meeting.  
**Recommended Action: Cancel the January 1, 2014 City Council Regular meeting.** (City Clerk)
  - D. First Amendment to the Water, Sewer and Recycled Utilities Service Contract Number N62473-11-C-3809 between the City of Norco and the Naval Weapons Station (NWS) Seal Beach Detachment Corona, California.  
**Recommended Action: Approve the First Amendment to the Water, Sewer and Recycled Utilities Service Contract between the City of Norco and the Naval Weapons Station (NWS) Seal Beach Detachment Corona, California; and, authorize the City Manager to execute the agreement.** (Water & Sewer Manager)
  - E. Execution of a Sanitary Sewer Discharge Agreement between the City of Norco and the California Department of Corrections and Rehabilitation.  
**Recommended Action: Approve the Sanitary Sewer Discharge Agreement between the City of Norco and the California Department of Corrections and Rehabilitation (CDCR); and, authorize the City Manager to execute the Agreement.** (Water & Sewer Manager)
  - F. Approval for a Waiver of Variance Application Fees for property located at 2398 Buckboard Lane. **Recommended Action: Approve the waiver.** (Planning Director)
  - G. Approval to Declare Various City Assets as Surplus Property.  
**Recommended Action: Declare Various City Assets as Surplus and authorize the City Manager/Director of Finance to dispose of surplus assets through auction, donation to charitable organizations or electronic recycling (e-cycle).** (City Manager)
  - H. Recap of Actions Taken of the Planning Commission Meeting of November 13, 2013. **Recommended Action: Receive and File** (Planning Director)
3. ITEM(S) PULLED FROM CITY COUNCIL CONSENT CALENDAR:
4. LEGISLATIVE MATTERS – ORDINANCE SECOND READING: **(No new evidence will be heard from the public as the public hearing has been closed regarding the item listed.)**
- A. Ordinance Replacing Title 15, Chapter 15.09 (Fire Code) of the Norco Municipal Code. **Recommended Action: Adopt Ordinance No. 966.** (City Clerk)

- B. **Zone Code Amendment 2013-15 (City):** A City-initiated proposal to amend Title 18 (Zoning) Chapter 18.64 (Housing Development Overlay zone) to adjust the density allowances in accordance with General Plan Amendment 2013-01A (Housing Element Update). **Recommended Action: Adopt Ordinance No. 967.** (City Clerk)
  - C. **Code Change 2013-04 (S&S Ventures, CA LLC):** A request to change Chapter 9.24 (Gaming) of Title 9 of the Norco Municipal Code to allow mini-satellite off-track pari-mutuel wagering for horse races as an ancillary use to an otherwise permitted full-service restaurant in accordance with the requirements of the California Horse Racing Act as regulated by the California Horse Racing Board. **Recommended Action: Adopt Ordinance No. 968.** (City Clerk)
5. CITY COUNCIL / SUCCESSOR AGENCY CONSENT ITEM:
- A. Resolutions Approving the Governmental Purpose Property Quitclaim Deed Transfer of APNs 126-120-033 & 034 from the Successor Agency to the Norco Community Redevelopment Agency to the City of Norco. **Recommended Action: Adopt SA Resolution No. 2013-01 and Resolution No. 2013-63, approving the governmental purpose property Quitclaim Deed transfer of APNs 126-120-033 & 034 from the Successor Agency to the City of Norco.** (City Manager / Executive Director)
6. CITY COUNCIL DISCUSSION / ACTION ITEM:
- A. **CONTINUED** Appointment to Fill One Unscheduled Vacancy on the Planning Commission. **Recommended Action: Staff recommends that the City Council make one appointment to the Planning Commission to fill the term through June 2015.** (City Clerk)
7. CITY COUNCIL PUBLIC HEARING:
- A. Consideration of all Protests and Objections Concerning the Proposed Rates for Solid Waste/Manure Removal and Disposal Services through a Contract with USA Waste of California, Inc.; and, Adoption of a Resolution Approving an Amended and Restated Agreement between the City of Norco and USA Waste of California, Inc. for the Provision of Integrated Waste Management Services.

*The current exclusive franchise agreement extension with USA Waste of California for waste collection, transportation and disposal services is set to expire on December 31, 2013. On March 25, 2013, staff conducted a public study session during which time presentations were made by staff and USA Waste of California regarding the existing franchise agreement and potential benefits for contract renewal. On May 15, 2013, a similar presentation was made during the City Council meeting and the City Council approved a six (6) month contract extension, and further directed staff to negotiate a long-*

*term contract with USA Waste of California for the provision of integrated waste management services. This decision was based on the residents' positive customer service experience with USA Waste of California and USA Waste of California's industry leadership, financial strength and commitment to meeting the needs of the City, its residents and businesses while offering competitive and stable rates.*

*Following the completion of a tentative contract negotiation, another public workshop was held on September 25, 2013 to review the key terms and conditions of the proposed contract and to discuss USA Waste of California's proposed service rates. Following the presentation, the City Council directed staff to initiate the Proposition 218 Protest Hearing process to notify rate payers of the new proposed contract service rates. In compliance with Article XIID of the California State Constitution and the Proposition 218 Omnibus Implementation Act, the City has notified all affected rate payers of the proposed refuse, recycling, green waste and manure collection and disposal services and rates. Staff is now recommending that the City Council conduct the Proposition 218 Hearing and that at the end of the hearing approve, a new contract with USA Waste of California for the provision of integrated waste management services. The recommended term of the new contract is 10 years with the option to renew for an additional five (5) years.*

**Recommended Action: Adopt Resolution No. 2013-64, approving an Amended and Restated Agreement between the City of Norco and USA Waste of California for the provision of Integrated Waste Management Services. (City Manager)**

8. 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.
9. CITY COUNCIL / CITY MANAGER / STAFF COMMUNICATIONS:
10. ADJOURNMENT:

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*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).*

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*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.*

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*Please note that this meeting is being recorded. In accordance with Roberts Rules of Order, Norco City Council meeting minutes are a record of the actions taken, not what was said. The names of persons who spoke during the public comments section and their topics will be listed on the Minutes. Recordings of meetings may be purchased for a minimal cost by contacting the office of the City Clerk.*



**DRAFT**

MINUTES  
CITY OF NORCO  
CITY COUNCIL  
SUCCESSOR AGENCY TO THE NORCO COMMUNITY REDEVELOPMENT AGENCY

November 6, 2013

City Council Chambers  
2820 Clark Avenue, Norco, CA 92860

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

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CALL TO ORDER: Mayor Azevedo called the meeting to order at 6:00 p.m.

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

**M/S Bash/Higgins to postpone the closed session item until Mayor Pro Tem Hanna can attend. The motion was carried by the following roll call vote:**

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

THE CITY COUNCIL DID NOT RECESS TO CLOSED SESSION (SECTION 54954) TO CONSIDER MATTERS:

**Section 54957(b)(4) – Evaluation of Performance**

City Attorney

RECONVENE PUBLIC SESSION: 7:00 p.m.

REPORT OF ACTION(S) TAKEN IN CLOSED SESSION (§54957.1: As the closed session was postponed to a later date, there were no reportable actions.

**M/S Higgins/Bash to add Item 2.F. to the Agenda as an urgency item as it was brought to the attention of staff subsequent to the posting and publishing of the Agenda: "Approval to Negotiate a Right of Entry Permit with the Lake Norconian Club Foundation and the State of California to Access the Norconian Hotel for the Purpose of Conducting a Visual Inspection". The motion was carried by the following roll call vote:**

**AYES: AZEVEDO, BASH, HIGGINS, SULLIVAN**

**NOES: NONE**

**ABSENT: HANNA**

**ABSTAIN: NONE**

**PLEDGE OF ALLEGIANCE:** Council Member Higgins

**INVOCATION:** Beacon Hill Assembly of God  
*Pastor Rene Parish*

**PRESENTATION: Pat Overstreet, representing the Norco Regional Conservancy, presented a check in the amount of \$2,500 to the City to be used for a picnic shelter at the Corydon Staging Area. She further presented a check in the amount of \$2,500 to the City as a contribution to support the construction of the Veterans Memorial Plaza and as birthday present to the City from the Norco Regional Conservancy.**

**CITY COUNCIL BUSINESS ITEMS AS FOLLOWS:**

**1. CITY COUNCIL COMMUNICATIONS / REPORTS ON REGIONAL BOARDS AND COMMISSIONS:**

**Mayor Azevedo:**

- Reported on the WRCOG meeting she attended at which time the Southern California Association of Governments ("SCAG") boundary line changes were discussed with Norco being moved to the smallest district (District 4). Also at that meeting it was reported that there are over 56 cities and jurisdictions as part of the HERO Program. A big portion of the meeting was regarding a campaign for healthy cities. Mayor Azevedo noted that she would like a discussion at a future meeting regarding how the adults in the community can be involved with Kara Lubin's 100 Mile Club in connection with the campaign for healthy cities discussed at the WRCOG meeting.
- Reported that she and Council Member Bash attended the Corona-Norco Unified School District Gala Event celebrating the District's 125 year history. She further congratulated Council Member Bash for co-authoring the commemorative book.
- Congratulations were offered to Kevin Bash and Greg Newton for being elected to City Council, noting that she looks forward to working with them.

**Council Member Bash:**

**M/S Bash/Higgins to place an item on a future agenda for discussion regarding the change in the proposed Corona-Norco Unified School District Trustee Maps. The motion was carried by the following roll call vote:**

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

2. CITY COUNCIL CONSENT ITEMS:

**Council Member Bash pulled Item 2.F.**

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

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

- A. City Council Minutes:  
Regular Meeting of October 16, 2013  
Recommended Action: **Approve the City Council Minutes** (City Clerk)
- B. Procedural Step to Approve Ordinance after Reading of Title Only.  
**Recommended Action: Approval** (City Clerk)
- C. Amendment No. 1 to the Chino Desalter Authority Operation and Maintenance Agreement. **Recommended Action: Approve Amendment No. 1 to the Chino Desalter Authority ("CDA") Operation and Maintenance Agreement, subject to non-substantive changes, and approval by all CDA member agencies; and authorize the City Manager to execute the Amendment.** (Water & Sewer Manager)
- D. Approval of the Supplemental Agreement for the 2013-2014 Community Development Block Grant Program Year. **Recommended Action: Approve the Supplemental Agreement for the 2013-2014 Community Block Grant Program Year.** (Parks, Recreation and Community Services Director)
- E. Approval of an Agreement for the Repayment of a State Revolving Fund Loan between the City of Norco and Western Riverside County Regional Wastewater Authority ("WRCRWA"). **Recommended Action: Approve the Agreement between WRCRWA and its Member Agencies for the repayment of a State Revolving Fund Loan.** (Water/Sewer Manager)

- F. **ADDED BY URGENCY.** Approval to Negotiate a Right of Entry Permit with the Lake Norconian Club Foundation and the State of California to Access the Norconian Hotel for the Purpose of Conducting a Visual Inspection. **Recommended Action: Approve the Draft Right of Entry Permit and grant authority to the City Manager to negotiate the terms of the agreement with the Lake Norconian Club Foundation and further grant authority to the City Manager to sign the Right of Entry Permit on behalf of the City. (City Manager) PULLED FOR DISCUSSION**

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

**Item 2.F.** Approval to Negotiate a Right of Entry Permit with the Lake Norconian Club Foundation and the State of California to Access the Norconian Hotel for the Purpose of Conducting a Visual Inspection.

**City Manager Okoro** presented information as provided to the City Council regarding the proposed Right of Entry Permit. He noted that this was added as an urgency item with the rainy season coming and it is necessary to move forward with this agreement.

**Council Member Bash** thanked Senator Roth for his assistance on this item.

**M/S Bash/Higgins** to approve the Draft Right of Entry Permit and grant authority to the City Manager to negotiate the terms of the agreement with the Lake Norconian Club Foundation and further grant authority to the City Manager to sign the Right of Entry Permit on behalf of the City. The motion was carried by the following roll call vote:

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

4. CITY COUNCIL DISCUSSION / ACTION ITEM:

- A. Appointment to Fill One Unscheduled Vacancy on the Planning Commission. **Recommended Action: Staff recommends that the City Council make one appointment to the Planning Commission to fill the term through June 2015. (City Clerk)**

**Brandon Barnett.** Mr. Barnett introduced himself and noted his interest in serving on the Planning Commission.

The City Council voted by ballot as follows:

Council Member Bash: Ted Hoffman

Mayor Azevedo: Ted Hoffman

Council Member Higgins: James M. Wilson

Council Member Sullivan: James M. Wilson

City Clerk Jacobs reported that there was a tie vote and asked for the City Council's desire regarding how to proceed.

**M/S Bash/Higgins to continue the item until Mayor Pro Tem Hanna is in attendance. The motion was carried by the following roll call vote:**

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

- B. Discussion Regarding the Navy Sign and Storage Units Located on the Property of the Naval Surface Warfare Center. **Recommended Action: City Council direction.** (City Council)

**City Manager Okoro** presented the item as stated in the staff report for City Council discussion. He noted that the Navy was surprised that the residents were unhappy with the sign and met with some of the residents at which time there was no resolution to the issue.

**Captain Eric Ver Hage, Commanding Officer, Norco Naval Surface Warfare Center.** Captain Ver Hage presented a prepared statement regarding the Navy sign and is attached hereto as Exhibit "A".

**Ken Farris.** Mr. Farris commented on the sign visibly located in his back yard and noted his opposition to the sign. He is asking that the Navy place the sign on the other side of the building. He noted that he has collected over 300 signatures in opposition of the sign, adding that there would be better visibility if the sign was on the other side of the building.

**Marlene Counts.** Ms. Counts commented in opposition of the Navy "billboard" and the storage sheds. She noted that the hill is a visual nightmare and that the Navy is not being a good neighbor.

**Linda Dixon.** Ms. Dixon commented in favor of the Navy sign, noting the pride it represents.

**Ed Counts.** Mr. Counts commented in opposition of the Navy sign, noting that this is not about patriotism. He further commented on its effect on property values.

**Ann Hutchison.** Ms. Hutchison commented in favor of the sign and the pride it represents.

**Amber Carrillo.** Ms. Carrillo commented on the issues with the Navy sign, noting that this should not be all about a matter of pride and patriotism.

**Council Member Higgins** stated that he does not believe it is about patriotism, noting that the fact is that this is the Navy property and they can do with it what they want to. He noted that it is important that the residents express their concerns. He added that the City Council cannot do anything about it, unless there are lights placed on the sign.

**Council Member Sullivan** stated he was not happy that this was placed on the agenda and thought it should be handled through the City Manager and staff. He noted that the Navy has been around for a long time and they are good neighbors, noting its support for the region and how they have attempted to work with the residents. He further commented on the fact that the City has no jurisdiction over the Navy.

**Council Member Bash** commented on the relationship between the City and the Navy Base and further commented on his suggestion to paint the sign on the other side of the building and find another way to express patriotism. He noted that the property is owned by the United States of America.

**Mayor Azevedo** commented that the Council has no jurisdiction over this, adding her support for some resolve of this issue with the residents.

**M/S Azevedo/Higgins to receive and file the report. The motion was carried by the following roll call vote:**

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

- C. Discussion Regarding Public Official Use of City Letterhead.  
**Recommended Action: Staff recommends that the City Council discuss this item and further recommends that an Administrative Policy be drafted addressing the use of public resources, including provisions and restrictions regarding City Council Member use of City Letterheads. (City Manager)**

**City Manager Okoro** presented the item as presented to the City Council in the staff report. He noted the article from the *Western City Magazine* sent to the City Council addressing the need for a policy regarding the use of City Letterhead, logos, etc., adding that the City currently does not have such a policy.

**Linda Dixon.** Ms. Dixon commented that she considers her vote for City Council Members a vote of confidence, noting that she trusts the Council and how they represent the people. She spoke in opposition of creating a policy.

**Jodie Webber.** Ms. Webber stated that a policy is necessary as there is a possibility of Council or staff misusing the letterhead.

**Council Member Sullivan** stated that he is surprised that the City does not have a policy in place, noting a recent letter sent out on letterhead by the Mayor during the campaign season. He noted his support for a policy.

**Council Member Higgins** commented on a discussion in 2000 regarding this issue, noting that at that time it was directed towards staff. He added that as far as Council, there are certain things that the Mayor has discretion and authority to do in regards to sending out letters on letterhead.

**Mayor Azevedo** commented on this item, noting a policy from another city and adding that she would be in complete compliance with this policy. She added that this is the way it has always been done.

**Council Member Sullivan** noted that he has a problem with the letter that was sent, noting that the Mayor has no more authority than the rest of the Council.

**M/S Higgins/ Bash to receive and file the report. The motion was carried by the following roll call vote:**

**Under Discussion:**

**Council Member Bash stated that he wants the Mayor to have this authority.**

**AYES: AZEVEDO, BASH, HIGGINS**

**NOES: SULLIVAN**

**ABSENT: HANNA**

**ABSTAIN: NONE**

**5. CITY COUNCIL PUBLIC HEARINGS:**

- A. Code Change 2013-05:** Ordinance Replacing Title 15, Chapter 15.09 (Fire Code) of the Norco Municipal Code.

*The proposed ordinance will adopt and amend the 2013 edition of the California Fire Code, which is based on the 2012 International Fire Code and replace Chapter 15.09 (Fire Code) of the Norco Municipal Code in its entirety.*

**Recommended Action: Adopt Ordinance No. 966 for first reading.**  
(Fire Chief)

**Fire Chief Pemberton** presented the public hearing item.

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

**M/S Bash/Higgins to adopt Ordinance No. 966 for first reading. The motion was carried by the following roll call vote:**

**AYES: AZEVEDO, BASH, HIGGINS, SULLIVAN**

**NOES: NONE**

**ABSENT: HANNA**

**ABSTAIN: NONE**

- B. **General Plan Amendment 2013-01A (City of Norco):** A City-initiated proposal to update the Housing Element for the 2014-2021 Housing Cycle.

**Zone Code Amendment 2013-15 (City):** A City-initiated proposal to amend the Housing Development Overlay (HDO) Zone Density Allowances in accordance with General Plan Amendment 2013-01A (Housing Element Update).

*The Housing Element is one of the seven state-mandated General Plan elements and is subject to detailed statutory requirements regarding its content. It must be updated regularly within cycles set by the State Department of Housing and Community Development (HCD) and is the only General Plan element subject to mandatory review by a state agency. The Planning Commission reviewed General Plan Amendment 2013-01A and Zone Code Amendment 2013-15 at its October 9<sup>th</sup> meeting and recommended approval.*

**Recommended Action: Adopt Resolution No. 2013-62, approving General Plan Amendment 2013-01A updating the General Plan Housing Element for the 2014-2021 housing cycle; and adopt Ordinance No. 967 for first reading approving Zone Code Amendment 2013-15 to adjust the density allowances within the Housing Development Overlay (HDO) zone in accordance with the General Plan Housing Element 2014-2021 update. (Planning Director)**

**Planning Director King** presented the public hearing item. He added that HCD has issued a pre-certification letter with some recommended changes to the update. The Planning Commission approved both recommended changes for the City Council's approval.

**Alexa Washburn, Principal Managing Associate with ESA,** was present to provide information regarding the proposed Housing Element for the 2014-2021 housing cycle.

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

**Robert Cuervo.** Mr. Cuervo commented on his concerns why this is required and if the City can say no to this.

**Mayor Azevedo CLOSED the public hearing.**

**M/S Bash/Higgins to adopt Resolution No. 2013-62. The motion was carried by the following roll call vote:**

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

**M/S Bash/Higgins to adopt Ordinance No. 967 for first reading. The motion was carried by the following roll call vote:**

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

- C. **Code Change 2013-04 (S&S Venues, CA LLC):** A request to change Chapter 9.24 (Gaming) of Title 9 of the Norco Municipal Code to allow mini-satellite off-track pari-mutuel wagering for horse races as an ancillary use to an otherwise permitted full-service restaurant in accordance with the requirements of the California Horse Racing Act as regulated by the California Horse Racing Board.

*The project is a request for a Code Change to allow a mini-satellite off-track wagering facility as an ancillary facility to a restaurant that has already been approved by the Planning Commission. The Norco Municipal Code (NMC) currently does not allow wagering so the Code Amendment is needed for the restaurant project to move forward as approved.*

**Recommended Action: Adopt Ordinance No. 968 for first reading.**(Planning Director)

**Planning Director King** presented the public hearing item. He commented on two items of concern discussed by the Planning Commission regarding safety and parking issues. He added that any parking issues would be brought back to the Planning Commission for its review. The Planning Commission unanimously recommended approval and staff concurs with that recommendation.

**Philip Palderamos, representative of S & S Venues CA, LLC**, spoke representing the applicant noting the long history the owners have in horse ownership. He commented on the investment they will make and their commitment to the project and the community. He stated that the overall profits will be from the food and beverage portion of the project and the project will generate \$100,000 in tax revenue annually to the City, along with other charitable contributions and employment to the community.

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

**Ted Hoffman.** Mr. Hoffman commented in support of this project, noting that this will be good for Norco.

**Ann Hutchison.** Ms. Hutchinson commented in support of this project, noting that it is perfect for the City.

**Karen Hendrickson.** Ms. Hendrickson stated that she and her husband own the Cowgirl Café, located next door to the proposed project, noting the potential parking issues resulting from overflow parking onto their parking lot.

**Robert Cuervo.** Mr. Cuervo commented against this project, noting that the City does not need gambling.

**Karen Leonard.** Ms. Leonard commented in support of the project, noting that this is a win-win project.

**Mary Guccione.** Ms. Guccione commented against this project.

**Pat Overstreet.** Ms. Overstreet stated that she does not have a good feeling about this project and spoke in opposition of the project.

**Linda Dixon.** Ms. Dixon commented in support of the project, noting that she believes this project is a win-win.

**Gary Hendrickson.** Mr. Hendrickson, owner of the Cowgirl Café, stated that one of his major concerns is traffic and it should be addressed.

**Pam Smith.** Ms. Smith commented on destination Norco and that this project would help create that destination.

**Rob Koziel.** Mr. Koziel commented in opposition of the project.

**Fred Farhoomand.** Mr. Farhoomand commented in opposition of the gambling part of the project.

**Roy Hungerford.** Mr. Hungerford commented in support of the project.

**Jeff Kahan.** Mr. Kahan commented in support of the project.

**Mayor Azevedo CLOSED the public hearing.**

**Council Member Sullivan** asked if the wagering portion would be tied to the building if the restaurant goes away and also asked about the parking issues. In response, Director King stated that the wagering portion needed to be ancillary to the project and further stated that more parking stalls were provided than required, noting the circulation.

**Council Member Higgins** asked about the occupancy of the restaurant and the betting portion of the facility. In response, Director King stated that the occupancy requirement is not split and added that they are providing 60 spaces and 57 are required, noting that the Code requires 1 space per 100 square feet, which this project meets on shared parking. Council Member Higgins noted that it is a legitimate concern for the business located next door; adding that this creates a problem when there is not enough space. In response, Mr. Palderamos stated that the security they have will take measures to ensure that the customers are all directed correctly if there is a parking issue. He also stated that signage could be placed directing the customers correctly.

**Council Member Bash** commented on the site plan and restaurant, asking why the zone code was not changed first. In response, Director King noted that they already have the approval for a restaurant; it was the wagering portion that required a Code change. Council Member Bash stated that he would like the Code change discussed first in the future.

In response to Council Member Bash's concerns, Mr. Palderamos commented on the site plan and the layout of the interior, noting that typically, wagering occurs from Wednesday through Sunday. He further commented on the physical layout of the facility. He stated that wagering is staggered throughout the day, with the peak hours from early lunch to approximately 4:30 p.m. Mr. Palderamos stated that by law, if the restaurant portion of the project does not succeed, they would need to close. He further stated that they want to be a positive business in Norco.

**Mayor Azevedo** asked if a corral would take away from the parking requirements. In response, Director King noted that this would not take away from the parking. She stated that she supports the project.

**Mayor Azevedo** read a prepared statement from Mayor Pro Tem Hanna regarding his support for the project.

**M/S Higgins/Sullivan to adopt Ordinance No. 968 for first reading. The motion was carried by the following roll call vote:**

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

6. PUBLIC COMMENTS OR QUESTIONS (Moved ahead of Item 5.C. on the Agenda):

**Julie Waltz.** Ms. Waltz spoke in response to the letter received by the City from the Inland Regional Center, noting the statements made in the letter and the responsibility they have for the neighborhood.

**RECESS:** Mayor Azevedo recessed the meeting at 9:00 p.m.

**RECONVENE:** Mayor Azevedo reconvened the meeting at 9:12 p.m.

7. CITY COUNCIL / SUCCESSOR AGENCY CONSENT ITEM:

- A. Approval of a Right of Entry and License Agreement with Riverside County Flood Control and Water Conservation District to Enter Upon and Use the Property Known as APNs 119-020-015 & 022 for the Purpose of Obtaining Access and Installing Sideslopes to Facilitate and Complete Construction of the North Norco Channel, Stage 10 Project.  
**Recommended Action: Approve the Right of Entry and License Agreement.** (Executive Director)

**M/S Sullivan/Higgins to approve the Right of Entry and License Agreement. The motion was carried by the following roll call vote:**

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

8. CITY COUNCIL / CITY MANAGER / STAFF COMMUNICATIONS:

**Council Member Bash** inquired about a rumor of a group home located on Valley View and asked if staff can find out if this is true.

**Council Member Higgins:**

**M/S Higgins/Bash to place an item on a future agenda to discuss changing the election cycle. The motion was carried by the following roll call vote:**

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

**Director of Parks, Recreation & Community Services Petree** stated that the City of Norco received notification November 6, 2013 that it had received 3<sup>rd</sup>. place for the National "Justin Footing Award", presented by the Women's Professional Rodeo Association (WPRA) in conjunction with the Professional Rodeo Cowboy Association (PRCA) – for its outstanding arena footing at the George Ingalls Equestrian Event Center.

9. **ADJOURNMENT:** There being no further business to come before the City Council/Successor Agency, Mayor/Chairman Azevedo adjourned the meeting at 10:13 p.m.

---

BRENDA K. JACOBS, CMC  
CITY CLERK

*Exhibit "A"*

**Captain Eric Ver Hage**  
**Commanding Officer, Naval Surface Warfare Center, Corona Division**  
**Norco City Council Statement**  
**November 6, 2013**

*As prepared for delivery.*

Mayor Azevedo, Councilman Bash, Councilman Higgins, Councilman Sullivan, Mr. Okoro, fellow citizens,

Thank you for the opportunity to address the council tonight. I'm sorry Mayor Pro Tem Hanna couldn't make it but I'll look forward to talking to him when he's back.

The last time I was here was when we all honored Norco resident and Montford Point Marine Master Gunny Sergeant Robert Reid. What a great American!

Yesterday morning, I had the honor of appearing before the Riverside County Board of Supervisors where they honored the Naval Surface Warfare Center with a proclamation that recognized our important role in national defense and our critical contribution to economic stability in the region. I was honored to receive it on behalf of the 2,100 professionals at my command and greatly appreciate Riverside County's public support of the men and women of our Naval warfare center for their patriotic service to our nation.

I also had the opportunity to meet with supervisors, including Supervisor John Tavaglione, and county leaders to discuss ways we can partner together to transfer patented technology from our Naval laboratory to the commercial sector, which can deliver solutions for our warfighters while creating high-tech, high-wage jobs and economic prosperity for our region.

The county has a bold vision for technological innovation, and I can see why the state designated Riverside County as an Innovation Hub.

Yesterday was an awesome day and the potential here is great – that's why a delegation of leaders in our region are traveling at their expense to join my team and me at our sister warfare center in Crane, Indiana, to see how they're doing it. We look forward to meeting with you afterward to see how their model can bring more economic opportunity and partnerships here.

Responding to the city's request, I've been asked to represent the Navy in Norco tonight regarding our Range and Data Integration Laboratory that sits on the highest hill on our base – Hill B – the painted Navy sign on the outside of the lab and the metal containers we use up there.

As you know, President Franklin D. Roosevelt formally established the Navy here on Dec. 16, 1941, as the Corona Naval Hospital.

Today, almost 75 years later, the Navy in Norco is a science and engineering powerhouse and economic engine that employs more than 2,100 people across the nation, some 1,500 right here in Norco. Approximately 75 percent are highly educated scientists and engineers, 25 percent are veterans and our average salary is more than \$95,000.

As a warfare center, we operate under a Navy Working Capital Fund business model, which means we operate like a corporation where we charge Navy, Marine Corps and other military customers for the science and engineering services we provide.

We have to watch our financial bottom line to ensure we cover our operating expenses while keeping our labor rates competitive, which drives efficiency into our business. And we do this with the goal of ending up with no net profit or no net loss at the end of the fiscal year. That's no small feat – we do nearly \$300 million in annual funding, supporting nearly 400 different military programs.

So we are like a \$300 million company. We're one of the largest employers in Riverside County. And we're right here in Norco working on a great mission of helping keep America's Navy #1 in the world.

One of our three key mission areas is range systems engineering, where we design, engineer, build, test, calibrate, install and maintain systems on Navy and Marine Corps ranges where our pilots train.

Some of you might envision this by thinking of the movie Top Gun and how the pilots were scored on their dog fight training.

Well, the Range and Data Integration Lab on Hill B is a critical asset that allows us to support those pilots so they can train to be the best pilots in the world, and when called upon, can fight and win.

Construction on the lab building was completed in 1960, and the hill where it's located provides us a unique vantage point to optically align targets on our lake and at various points across our base to engineer and calibrate our systems before we install them – often in remote, mountainous areas. It also allows us to test communication links with other sites in the region, some 30 miles away.

In addition to the 53-year old lab building, we need additional space to store the various components, tools and supplies to execute this mission – that's why we use portable storage containers called Conex boxes. In addition to being modular and moveable, they can also be packed and shipped to remote locations where we have to install our systems.

The lab building and Conex boxes are the workshops of my engineers and technicians who are building, testing and calibrating the range instrumentation systems used by every Navy and Marine aviator. These scoring systems were designed and built here in Norco and are installed on nearly 100 training ranges across the country.

A couple decades ago, all military services adopted our warfare center system for their training ranges to provide a common, interoperable platform across all services. So in addition to the Navy and Marine Corps, we need to add the Air Force and Air National Guard to the list of customers who we support, not to mention our allied nations like Australia. In fact, we are embarking on a new, \$15 million project for another ally that will be built in that lab on the hill.

This is a great source of pride when you think about it. That's Norco-built, Navy-strong, and the system of choice all over the world.

That's a great source of pride for me personally, and my workforce of nearly 1,500 here, and I think it should be a sense of pride for Norco.

Much like the city expresses its patriotism and support for the military on 6<sup>th</sup> Street – with its red, white and blue street stripes and its service-member banners – my military team volunteered on a Saturday to express our Navy pride on the side of our lab building on Hill B – in time for the Navy's 238<sup>th</sup> birthday. I was there, along with an Army major who's stationed at our base. A young enlisted Sailor and his wife. A SeaBee Reservist who's been helping us with base improvements. Eight of us altogether – working on a Saturday to show our Navy pride and the pride we feel about our country and wearing the uniform.

Across any military installation in this country, you will see something very similar – either on a water tower, a bridge or air control tower. Historically, the Navy had a similar sign here on another hill decades ago but it no longer exists.

Like the Washington Monument in D.C., these symbols remind us of important things – our first president, our mission, our unit, who we serve, those in our home town who are serving far away. That's esprit de corps. That's what 6<sup>th</sup> Street does for you, right?

Ever since I got here, I've been working hard on base improvements, beautification, increased awareness of our important mission and our contributions to the community – all to showcase the professionalism of the Navy in Norco team. We've been here since 1941 and the community needs to know that to preserve our history and chart our future.

The Navy sign on Hill B helps me do that. It instills Navy pride in my workforce who sees it when they do their physical training on base. It reminds people that the Navy is here in Norco, we're a major employer and economic force, and it helps me recruit the next generation of scientists and engineers who will help execute our mission today and adapt to the Navy's needs of tomorrow. And it also recognizes the service of my veteran workforce who served first in uniform and now continue to serve this great nation as Navy civilians.

As the commanding officer, I'm obligated to do all these things. I have to take care of my people because my people are taking care of me, this community and the defense of this nation.

The Navy has had many discussions, and I personally met, with the residents who are leading the opposition to our sign and lab containers on Hill B. I wanted to understand their concerns and to provide background on our mission work and convey my objectives. I have also invited them and others who are interested to tour our facility here to see the great work we do.

I wish others shared the pride I have when I look up and see NAVY from the soccer fields at Norco College where my kids play frequently, but I understand others may have different tastes. I know the homes adjacent to Norco College see similar signage to mine, what have those residents said? I'm sure they knew they were buying a home next to a school. What about the residents who live across from Norco High School with its comparably sized N on the second story? What have they said?

If you look across the city, you'll see everyone has differing tastes. But we all coexist. Diversity gives us character and it gives us strength.

My team and I have worked hard to come up with a compromise solution but the two representatives who are opposed to the sign were unwilling to accept it.

We are an active, operational military installation that's been going strong here almost 75 years. As we have been doing, we will continue improving and renewing our base.

Yesterday, the two concerned residents also brought up two additional issues that I'm already started looking into – coyotes, which they say are coming from the Navy property and attacking neighbors' pets, and radio interference, which they say is coming from the Navy and causing garage doors to open. To my knowledge, we have no radio transmission that would be affecting garage door openers but I have my range systems engineers analyzing the spectrum to see what might be causing it. Nor am I aware of anything that would be causing an increase in the natural population of coyotes in our area. But I've spoken to our Navy environmental experts and they will be conducting another assessment of coyote populations on the installation. I'll pass along our findings when they're available. Maybe you can have local animal control experts look into it as well.

Again, I appreciate the opportunity to speak to you tonight. I thank you for the excellent partnership between the city and the Navy and the many community organizations who support us, our Navy heritage and the men and women who have served in uniform. I know you have a packed agenda, so I look forward to ongoing dialogue outside of this meeting to help resolve any concerns you might have. Thank you.

## CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, City Manager 

PREPARED BY: Brenda K. Jacobs, City Clerk 

DATE: November 20, 2013

SUBJECT: Proposed Cancellation of the January 1, 2014 City Council Regular Meeting

RECOMMENDATION: Cancel the January 1, 2014 City Council regular meeting.

The City Council is being recommended to cancel its regular meeting scheduled for Wednesday, January 1, 2014 as City Hall is closed that day due to New Year's Day holiday.

## CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, City Manager 

PREPARED BY: William R. Thompson, Water & Sewer Manager 

DATE: November 20, 2013

SUBJECT: First Amendment to the Water, Sewer and Recycled Utilities Service Contract Number N62473-11-C-3809 between the City of Norco and the Naval Weapons Station (NWS) Seal Beach Detachment Corona, California

RECOMMENDATION: Approve the first Amendment to the Water, Sewer and Recycled Utilities Service Contract between the City of Norco and the Naval Weapons Station (NWS) Seal Beach Detachment Corona, California and authorize the City Manager to execute the agreement.

**SUMMARY:** The Naval Weapons Station Seal Beach Detachment, Corona (Navy) requires the issuance of an amendment (modification) to the Utility Service Contract to establish a service account for wastewater discharge rates and provide an access agreement for maintenance and construction of sewer facilities located on the Navy property. The proposed amendment to the Utility Services Contract will define contract administration, delivery points and general provisions regarding wastewater discharge services and the assignment of sewer capacity.

**BACKGROUND/ANALYSIS:** On August 18, 2009, the City of Norco, the State of California, CRC and the Navy entered into a three-way Memorandum of Agreement ("MOA") that included a number of Points of Understanding. The State of California, California Rehabilitation Center ("CRC") has historically provided water and sewer service to the Navy facility. With the execution of the Utility Service Contract, the Navy has agreed to purchase these services from the City of Norco. One of the primary points was to create individual water and sewer service connections from the City to each agency. The City Council approved the Utility Service Contract Number N62473-11-C-3809 on July 20, 2011. The City of Norco began billing the Navy directly for water service on July 1, 2011.

The City has completed the installation of the potable water service connection on Fourth Street, and installed sewer meters on the Navy property required to provide individual service and billing. In order to finalize the collection of the Navy waste stream, specific sewer infrastructure must be constructed from the Navy property to the City collection system located on the Norco College property. The City has also agreed to maintain a portion of the collection mainline located on the Navy property. Navy protocol requires an amendment to the utility contract describing property access for construction and maintenance in place of a typical easement dedication.

First Amendment to the Water, Sewer and Recycled Utilities Service Contract Number  
N62473-11-C-3809

Page 2

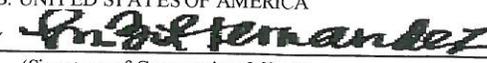
November 20, 2013

The existing contract requires the Navy to pay City adopted commercial water, sewer and recycled water rate structures. The proposed amendment confirms sewer wastewater discharge rates, defines property access and clarifies the assignment of sewer capacity.

The City Attorney has reviewed and approved the provisions in the proposed contract amendment.

FISCAL IMPACT: Funds needed to construct the necessary sewer infrastructure has been included in the City's 2013-2014 Capital Improvement Program Budget.

Attachment:        Utilities Service Contract, First Amendment  
                          Water, Sewer and Recycled Utilities Service Contract N62473-11-C-3809  
                          2009 MOA

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. P00002		3. EFFECTIVE DATE 04-Oct-2013	J	1	6
6. ISSUED BY NAVFAC SOUTHWEST PW CONTRACTS CORE - UTILITY CODE RAQ10-UTIL 1220 PACIFIC HWY SAN DIEGO CA 92132-5190		4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)		
CODE N62473		7. ADMINISTERED BY (If other than item 6)		CODE	
		See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) NORCO, CITY OF ANDY OKORO 2870 CLARK AVE NORCO CA 92860-1903			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. N62473-11-C-3809		
CODE 594L2			X 10B. DATED (SEE ITEM 13) 29-Jul-2011		
FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
X	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
	D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: jacada551471 Prepared by: Frank, Pamela L. The purpose of this no cost modification is to grant the City of Norco the authority and responsibility to design, fund, construct, operate and maintain a new gravity sewer service feed line connections and discharge facilities for the Naval Weapons Station (NWS) Seal Beach Detachment, CA.  Further description of the requirements begins on page 2 of this modification.  All other terms and conditions remain unchanged.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MONICA HERNANDEZ / CONTRACT SPECIALIST TEL: 619-532-4052 EMAIL: monica.hernandez1@navy.mil		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 04-Oct-2013

NAVFAC SW UEM PM: Nestor Valdemoro, PE (619) 524-8595  
Activity POC: Kevin Bouelle (760) 497-8796  
City of Norco POC: William R. Thompson (951) 270-5607

Date: August 15, 2013  
Rev. November 13, 2013

**STATEMENT OF WORK  
FOR  
City of Norco New Sewer Line Service Improvement Plan Connection**

**Contract No. N62473-11-C-3809  
CREF NO 1326067  
Modification No. 00000**

**1. PURPOSE:**

- a. Modification to the basic contract is deemed necessary. The Government (Navy) hereby grants to the City of Norco (City) the authority and responsibility to design, fund, construct, operate and maintain a new gravity sewer service feed line connections and discharge facilities including a bar screen and/or grinders to accept a daily wastewater flows from the Government (Navy) and California Rehabilitation Center (CRC).
- b. The City shall provide new sewer line service connections at the specified location identified in the map provided (see attached City Sewer Improvement Plan and Navy Property Map Boundary) to establish separate services/accounts to both California Rehabilitation Center (CRC) and Navy facilities respectively from the point of the City's meter connections complete and ready for use.
- c. The new sewer line service connection will be designed to commence from the existing building B-549 sewage lift station and force main.
- d. The City and Navy points of demarcation for maintenance and repair responsibility are at Sta. 11+08.74 (Join existing 12" pipe and new 8' pipe line, invert elev. 633.17).
- e. This contract modification is consistent with the signed MOA and Points of Understanding direct result between the Navy, CRC and City, Attachment "A", dated 18<sup>th</sup> August 2009 to ensure an orderly transition of the separate sewer contracts services/accounts provided by the City.

**2. TECHNICAL & GENERAL REQUIREMENTS:**

**NAVAL WEAPONS STATION (NWS) SEAL BEACH DETACHMENT NORCO (NAVY)**

**I. SCOPE OF WORK (SOW)**

**NEW SEWER LINE CONNECTION SERVICE/ACCOUNT:**

New sewer line service connection shall be provided in accordance with the State of California, Department of Water & Power rules and regulations approved by the City for the provision of the new sewer line connection service/account.

- a. The City shall provide funds, design, construct, operate, maintain, furnish and install new sewer meter service connection at the existing sewer main line and discharge facilities including a bar screen and/or grinders and lift station to accept daily wastewater flows from the Navy for separate service/accounts and connect to the CRC on Western Avenue, South of Fifth Street complete and ready for use.
- b. The City shall provide funds, design, construct, operate, maintain, furnish and install new sewer meter service connection for the Navy from the existing sewer lift station located on Navy property to the City's sewer main on Third Street, within the Riverside Community College (RCC) Norco Campus complete and ready for use.
- c. The City shall furnish and install a temporary sewer meter to measure the Navy sewage flow to the City of Norco sewer system to collect and establish sufficient sewage flow usage data for billing purposes and billed the Navy by using the City standard sewer rates. This temporary sewer meter shall be removed after gathering sufficient usage data and shall be replaced with a permanent calibrated sewer meter.
- d. The Navy shall fund, design, construct, operate and maintain all facilities in their respective properties from the point of the City's sewer service meter connection.
- e. The City shall be provided access to the sewage collection infrastructure (sewer lines, grinder, manholes and access easement) for maintenance and repair responsibility at the points of demarcation between the City and Navy.
- f. The City shall obtain additional sewer treatment capacity at the Western Riverside County Regional Wastewater Authority (WRCRWA) at its own expense to accept and treat the Navy sewer discharges.
- g. For and in consideration of faithful performance of the stipulations of this contract modification, the City shall invoice and be paid on a monthly basis by

the designated disbursing office or officer of the Navy for service herein contracted at the rates and under the terms and conditions herein set forth.

- h. The City hereby declares that it will, at no time provide like service to any other customer, at rates lower than those charged to the Navy in this contract.
- i. All other terms and conditions remain in full force and effect to the original contract N62473-11-C-3809.

## II. TECHNICAL REQUIREMENTS

- A. Requested Service Date: Requested service date for Utilities Service Contracts Modification for the new sewer line service/account for the Navy is October 1, 2013.
- B. Project Name and Location: Utilities Service Contracts Mod for new sewer service/account: **Naval Weapons Station (NWS) Seal Beach Detachment Norco, California.**
- C. Change in Volume or Character: Reasonable notice, so far as possible, shall be given by the Navy to the City, addressing any proposed changes in volume or characteristics of the services required at the service location.
- D. Measurement of Service: The City of Norco provided the Navy Monthly Water Usage Summary at the Fourth Street 8 inch Meter for 2012/2013. The Navy all sewer flows are calculated at minimum estimated average daily flow is around 142 kgals and estimated average annual flow is running right around 51,830 kgals.
- E. Nature of Service:  New Connection
- F. Term of Service: Indefinite, Commencing on or about **October 1, 2013**
- G. Service to be Rendered: The City of Norco (City) shall provide funding, design, construct, operate, maintain and furnish a sanitary sewer connections at two locations:
  - 1 First location will connect to the CRC on Western Avenue, South of Fifth Street and;
  - 2 Second location will be from the existing sewer lift station located on Navy property to the City's sewer main on Third Street, within the Norco College (Norco Campus) and sanitary sewage services as required by the Government and shall receive, carry, treat and dispose of all sanitary sewage originating from the Navy in such amounts as the Government desires to release into the City's sewer system and in

a manner and by such means as will constitute no hazard to the public health. The City shall operate their sewage disposal and treatment facilities in conformity with applicable laws, rules, and regulations promulgated by Federal, state and local authorities.

- H. Continuity of Service: The City shall use reasonable diligence to provide a regular and uninterrupted supply of service at the service location. The City will not be liable for damages, breach of contract, or otherwise to the Navy for failure, suspension, diminution, or other variations of service occasioned by or in consequence of any cause beyond the control of the City including, but not limited to, acts of God or of the public enemy, fires, flood, earthquakes or other catastrophes, strikes, failure of conveyance or treatment equipment or facilities provided that when such failures occur, and will aggregate more than forty eight (48) hours in any one (1) billing cycle, the Navy will not be liable for its portion of the operation and maintenance costs during the period of the outage.
- I. Locations of Service: The City will own, operate, maintain, furnish and install a new sewer line service connection at the existing City sewer main to provide separate service/account for the Navy facility complete and ready for use. The City reserves the right to provide service at either facility.
- J. Location of the Navy: For the purposes of this contract modification, the City will provide service to the Navy for sewer at the Naval Weapons Station (NWS) Seal Beach Detachment Norco and the on-base housing. The services provided under this contract modification will not apply to any off-base Navy facilities, whether owned by the Navy or any other public or private entity.

### **III. RATES AND CHARGES**

- A. The City shall provide a new sewer line service connection with sewer meter to measure the Navy sewage discharges for billing purposes at the City standard sewer rate schedule.

### **IV. MONTHLY INVOICING INSTRUCTION**

- A. The City of Norco (City), shall submit invoices to the new mailing address:

Utility Invoice Processing Center  
Box 159  
9226 Third Avenue,  
Norfolk VA 23511-2313

**V. PAYMENT FOR SERVICE:**

- A. The City of Norco (City) shall be paid by the designated disbursing office for services furnished under this contract modification at the rate(s) specified herein and the applicable rules and regulations for the provisions of sewer service per the City of Norco Municipal Code.
- B. Payment hereunder shall be contingent upon the availability of appropriations and shall not be made in advance of the service rendered.

**VI. ESTIMATED ANNUAL COST: (BUDGETING PURPOSES ONLY)**

Sewer Cost: The total cost for Sewer Service from the City is a combination of the monthly sewer meter fee of \$56.00/month and \$8.00 for each unit (HCF) per month. A credit of 10 units per month will be subtracted from the total usage. An example of the estimated annual Navy sewer rates are as follows;

\$8.00 for each unit  $\geq$  10 HCF estimated as follows;

Monthly Sewer Meter Base Fee (8")	= \$56.00/Mo
Monthly Sewage flow discharge	= 142 Kgals x 30 Days = 4260 Kgals/Mo
Monthly Total Sewage flow (HCF)	= (4260 Kgals/Mo x 1000)/748
	= 5695 HCF
Monthly Total Sewage Cost	= \$8.00/unit x (5695-10)
	= \$45,480/Mo
Grand Monthly Total Sewage Cost	= \$56.00 + \$45,480.00
	= \$45,536.00/Mo
Total Sewage per Annum	= (\$45,536 x 12)
	= \$546,432.00/Annum
	Rounded To = \$550,000.00/Annum

**VII. PUNCTUAL PAYMENTS**

The parties acknowledge that it is incumbent upon the City to punctually meet both principal and interest payments on any revenue bonds issued for construction or expansion and improvements. To this extent, the Navy will make every effort to pay all applicable charges within thirty (30) days from the date of billing in order that the City shall not default on its revenue bonds.

**VIII. TERMINATION**

(A) This contract modification shall continue in effect unless terminated at the option of the Navy by the giving of not less than thirty (30) days advance written notice to the City.

(B.) The Government capacity is an asset to the property known as Naval Weapons Station (NWS) Seal Beach Detachment Norco and is not transferable.. This capacity shall not be assigned or sold to any other off-site facility whether owned by the Government, public, or private party.

(C.) The Government may not obligate the City to provide any or all of the terms of this contract modification to any subsequent tenant or owner.

**END**





**AWARD/CONTRACT**

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

RATING

PAGE OF PAGE

1 12

2. CONTRACT (Proc. Inst. Ident.) NO.

N62473-11-C-3809

3. EFFECTIVE DATE

UPON SIGNATURES

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.

861442

5. ISSUED BY

NAVFAC SouthWest  
1220 Pacific Highway (Building 110)  
San Diego, CA 92132-5187

CODE RAQ1FH

6. ADMINISTERED BY (If other than Item 5)

CODE

7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

City of Norco  
2870 Clark Avenue  
Norco, CA 92860  
(951) 270-5607

8. DELIVERY

FOB ORIGIN

OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN

ITEM

J.7

CODE 4PXR2

FACILITY CODE

11. SHIP TO/MARK FOR

NWS SEAL BEACH DETACHMENT CORONA

CODE

12. PAYMENT WILL BE MADE BY

DFAS Cleveland

CODE

N68732

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

10 U.S.C. 2304(c) ( )

41 U.S.C. 253(c) ( )

14. ACCOUNTING AND APPROPRIATION DATA

FUNDS WILL BE CITED ON MONTHLY INVOICES

15A. ITEM NO.

15B. SUPPLIES/SERVICES

15C. QUANTITY

15D. UNIT

15E. UNIT PRICE

15F. AMOUNT

0001

Potable Water Services for the Naval Weapons Station Seal Beach Detachment Corona

0002

Sewer Services for the Naval Weapons Station Seal Beach Detachment Corona

0003

Recycled Water Services for the Naval Weapons Station Seal Beach Detachment

15G. TOTAL AMOUNT OF CONTRACT \$

16. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM		<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT		<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17.  CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

19A. NAME AND TITLE OF SIGNER (Type or Print)

BERWIN HANNA, MAYOR

19B. NAME OF CONTRACTOR

19C. DATE SIGNED

07/20/2011

18.  AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number \_\_\_\_\_ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

20A. NAME OF CONTRACTING OFFICER

REA D. ESTRELLA

20B. UNITED STATES OF AMERICA

20C. DATE SIGNED

BY \_\_\_\_\_  
(Signature of person authorized to sign)

BY \_\_\_\_\_  
(Signature of Contracting Officer)

**PART I**

**SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS**

**FIRM FIXED-PRICE CONTRACT**

Subject to the terms and conditions in this contract, the City of Norco (City), shall establish separate services/accounts to sell and deliver Potable Water, Sewer Service and Recycled/Reclaimed Water to both California Rehabilitation Center (“CRC”) and the Naval Weapons Station Seal Beach Detachment Corona (“Navy”) facilities from the point of the City’s meter connections.

**CLIN** (Contract Line Item Number)

- CLIN 0001 Potable water service shall be provided in accordance with the State of California, Department of Public Health Services approved rules and regulations and in accordance with the City of Norco Municipal Code, Title 14.
  
- CLIN 0002 Sewer collection and treatment service shall be provided in accordance with the State of California approved rules and regulations and the City of Norco Municipal Code, Title 14.
  
- CLIN 0003 Recycled/Reclaimed Non-Potable water service shall be provided in accordance with the State of California and the City of Norco (City), rules and regulations for the provision of recycled/reclaimed non-potable service.

**End of Section B**

**PART I - SECTION C**

**DESCRIPTION/ SPECIFICATION/ WORK STATEMENT**

**C.1 GENERAL REQUIREMENTS**

- CLIN 0001 Potable Water Service/Account
- CLIN 0002 Sewer Service/ Account
- CLIN 0003 Recycled/Reclaimed Non-Potable Water Service/ Account

**C.2 PREMISES TO BE SERVED:**

**Naval Weapons Station (NWS) Seal Beach Detachment Corona, California**

**C.3 POINT OF DELIVERY**

See Statement of Work

**C.4 NATURE OF SERVICE OR CHANGE**

Establishment of New Utility Service Contract to provide Potable Water, Sewer Service and Recycled/ Reclaimed Non-Potable Water Services/ Accounts for Naval Weapons Station Seal Beach Detachment Corona

**C.5 ESTIMATED SERVICE**

See Statement of Work

**C.6 RATE SCHEDULE**

See Statement of Work

**C.7 DESCRIPTION OF WATER SERVICE**

See Statement of Work

**C.8 QUALITY OF WATER SERVICE**

The City of Norco (City), shall supply clear, potable water safe for human consumption in accordance with standards adopted by the California Department of Public Health Service for drinking and culinary water supplied by common carriers in interstate commerce and such revisions thereof as may be made from time to time.

**C.9 TERM OF CONTRACT**

Requested service date for all Utilities Service Contracts for Potable Water, Sewer and Recycled/Reclaimed water fees separate services/accounts for the Navy is JULY 1, 2011. The Contract shall extend for an indefinite period of time. The Contract is subject to termination by the Government provided that a 30 day notice is given to the City of Norco (City), prior to termination.

**C.10 METERING**

See Statement of Work – Single, 8 inch potable water meter connection

**End of Section C**

**Part I**

**SECTION D – PACKAGING AND MARKING**

This section is not applicable.

**SECTION E – INSPECTION AND ACCEPTANCE**

This section is not applicable.

**SECTION F – DELIVERIES OR PERFORMANCE**

This section is not applicable.

**PART I – SECTION G**

**CONTRACT ADMINISTRATION**

**G.1 PAYMENT**

The City of Norco (City), shall be paid by the designated disbursing office for services furnished under this contract at the rate(s) specified herein and the applicable rules and regulations for the provision of water service per the City of Norco Municipal Code.

Payments hereunder shall be contingent upon the availability of appropriations and shall not be made in advance of the service rendered.

**G.2 INVOICING INSTRUCTIONS**

The City of Norco (City), shall submit invoices to:

P.O. BOX 30088, College Station, Texas, 77842-3088

**G.3 CONTRACT ADMINISTRATION DATA**

a. PROCUREMENT CONTRACTING OFFICER (PCO) name/address:

Naval Facilities Engineering Command, SouthWest  
1220 Pacific Highway  
San Diego, CA 92132

Rea D. Estrella  
(619) 532-3822  
Fax (619) 532-3979

b. The TECHNICAL ENGINEER for this contract is:

Nestor Valdemoro  
(619) 532-3977  
Fax (619) 532-4071

c. WATER DISTRICT name/address:

City of Norco  
2870 Clark Avenue  
Norco, CA 92860

William R. Thompson  
(951) 270-5607

d. CUSTOMER name/address:

Naval Weapons Station (NWS) Seal Beach Detachment  
Corona, California  
2300 Fifth Street  
Norco, CA 92860

Kevin Bourelle  
(760) 497-8795

- e. The Pay Office for this contract is: (DO NOT SEND INVOICES TO THIS ADDRESS)  
**DFAS Cleveland, N68732**

G.4 **ACCOUNTING AND APPROPRIATION DATA**

**Funding for usage and recurring service charges**

- CLIN 0001 Funding for service will be cited by the certifying activity when invoices are processed for payment.
- CLIN 0002 Funding for service will be cited by the certifying activity when invoices are processed for payment.
- CLIN 0003 Funding for service will be cited by the certifying activity when invoices are processed for payment.

**PART I**

**SECTION H: SPECIAL CONTRACT REQUIREMENTS**

This section is not applicable.

**End of Section H**

## PART II

### SECTION I – CONTRACT CLAUSES

#### **Federal Acquisition Regulations (FAR) Clauses**

This contract incorporates one or more Federal Acquisition Regulations (FAR) Clauses by reference, with the same force and full effect as if they were given in full text. Upon request, the Contracting Officer will make their text available.

52.217-8	OPTION TO EXTEND SERVICES (NOV 1999)
52.229-3	FEDERAL, STATE AND LOCAL TAXES (JULY 1995)
52.232-19	AVAILABILITY OF FUNDS FOR NEXT FISCAL YEAR (APR 1984)

#### **Defense Federal Acquisition Regulation Supplement (DFARS) Clause**

252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 2000)
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In the event of any inconsistency between the terms of this contract (including the specifications) and any rate schedule or exhibit incorporated in this contract by reference or otherwise, or any of the Contractor's rules and regulations, the terms of this contract shall control.

The following FAR clauses and provisions are incorporated in this contract and provided in Full Text:

52.241-4	CHANGE IN CLASS OF SERVICE (FEB 1985)
52.241-5	CONTRACTOR'S FACILITIES (FEB 1995)
52.241-7	CHANGE IN RATES OR TERMS AND CONDITIONS OF SERVICE FOR REGULATED SERVICES (FEB 1995)
52.241-11	MULTIPLE SERVICE LOCATIONS (FEB 1995)

#### **FAR 52.241-4, CHANGE IN CLASS OF SERVICE (FEB 1995)**

(a) In the event of a change in the class of service, such service shall be provided at the Contractor's lowest available rate schedule applicable to the class of service furnished.

(b) Where the Contractor does not have on file with the regulatory body approved rate schedules applicable to services provided, no clause in this contract shall preclude the parties from negotiating a rate schedule applicable to the class of service furnished.

#### **52.241-5, CONTRACTORS FACILITIES (FEB 1995)**

(a) The Contractor, at its expense, unless otherwise provided for in this contract, shall furnish, install, operate, and maintain all facilities required to furnish service hereunder, and measure such service at the point of delivery specified in the Service Specifications. Title to all such facilities

shall remain with the Contractor and the Contractor shall be responsible for loss or damage to such facilities, except that the Government shall be responsible to the extent that loss or damage has been caused by the Government's negligent acts or omissions.

(b) Notwithstanding any terms expressed in this clause, the Contractor shall obtain approval from the Contracting Officer prior to any equipment installation, construction, or removal. The Government hereby grants to the Contractor, free of any rental or similar charge, but subject to the limitations specified in this contract, a revocable permit or license to enter the service location for any proper purpose under this contract. This permit or license includes use of the site or sites agreed upon by the parties hereto for the installation, operation, maintenance, and repair of the facilities of the Contractor required to be located upon Government premises. All applicable taxes and other charges in connection therewith, together with all liability of the Contractor in construction, operation, maintenance and repair of such facilities, shall be the obligation of the Contractor.

(c) Authorized representatives of the Contractor will be allowed access to the facilities on Government premises at reasonable times to perform the obligations of the Contractor regarding such facilities. It is expressly understood that the Government may limit or restrict the right of access herein granted in any manner considered necessary (*e.g.*, national security, public safety).

(d) Unless otherwise specified in this contract, the Contractor shall, at its expense, remove such facilities and restore Government premises to their original condition as near as practicable within a reasonable time after the Government terminates this contract. In the event such termination of this contract is due to the fault of the Contractor, such facilities may be retained in place at the option of the Government for a reasonable time while the Government attempts to obtain service elsewhere comparable to that provided for hereunder.

#### **52.241-7, CHANGE IN RATES OR TERMS AND CONDITIONS OF SERVICE FOR REGULATED SERVICES (FEB 1995)**

(a) This clause applies to the extent services furnished under this contract are subject to regulation by a regulatory body. The Contractor agrees to give 30 days written notice of (1) the filing of an application for change in rates or terms and conditions of service concurrently with the filing of the application and (2) any changes pending with the regulatory body as of the date of contract award. Such notice shall fully describe the proposed change. If, during the term of this contract, the regulatory body having jurisdiction approves any changes, the Contractor shall forward to the Contracting Officer a copy of such changes within 15 days after the effective date thereof. The Contractor agrees to continue furnishing service under this contract in accordance with the amended tariff, and the Government agrees to pay for such service at the higher or lower rates as of the date when such rates are made effective.

(b) The Contractor agrees that throughout the life of this contract the applicable published and unpublished rate schedule(s) shall not be in excess of the lowest cost published and unpublished rate schedule(s) available to any other customers of the same class under similar conditions of use and service.

(c) In the event that the regulatory body promulgates any regulation concerning matters other than rates which affects this contract, the Contractor shall immediately provide a copy to the

Contracting Officer. The Government shall not be bound to accept any new regulation inconsistent with Federal laws or regulations.

(d) Any changes to rates or terms and conditions of service shall be made a part of this contract by the issuance of a contract modification unless otherwise specified in the contract. The effective date of the change shall be the effective date by the regulatory body. Any factors not governed by the regulatory body will have an effective date as agreed to by the parties.

**52.241-11, MULTIPLE SERVICE LOCATIONS (FEB 1995)**

(a) At any time by written order, the Contracting Officer may designate any location within the service area of the Contractor at which utility service shall commence or be discontinued. Any changes to the service specifications shall be made a part of the contract by the issuance of a contract modification to include the name and location of the service, specifying any different rate, the point of delivery, different service specifications, and any other terms and conditions.

(b) The applicable monthly charge specified in this contract shall be equitably prorated from the period in which commencement or discontinuance of service at any service location designated under the Service Specifications shall become effective.

**DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS)  
CLAUSES**

252.204-7005 REQUIRED CENTRAL CONTRACTOR REGISTRATION CCR (MAR 2000)

**End of Section I**

**PART II**

**SECTION J – LIST OF ATTACHMENTS**

- J.1** Statement of Work
- J.2** Potable Water, Sewerage and Recycled/Reclaimed Water Specifications
- J.3** Memorandum of Agreement & Point of Understanding Between the Naval Weapons Station Seal Beach Detachment Corona and the City of Norco and the California Department of Corrections & Rehabilitation: Signed 18 August 2009.
- J.4** Exhibit “A” CRC/ NAVY Public Utilities
- J.5** Exhibit “B” City of Norco/ CRC/ NAVY Existing Site Utility Plan
- J.6** Exhibit “C” NAVY Proposed Utility Service Connections

**Attachment J.1**

**STATEMENT OF WORK  
CITY OF NORCO  
UTILITY SERVICE CONTRACT  
FOR  
POTABLE WATER, SEWER & RECYCLED/RECLAIMED WATER**

**Contract No. N62473-11-C-3809  
CREF NO. 861442**

**1. PURPOSE:**

- a. Basic Contract is deemed necessary to issue a New Utility Service Contracts with the City of Norco ("City") for Potable Water, Sewer and Recycled/Reclaimed Water to establish separate services/accounts to both California Rehabilitation Center ("CRC") and Naval Weapons Station Seal Beach Detachment Corona ("Navy") facilities respectively from the point of the City's meter connections complete and ready for use.
- b. This contract is consistent with the signed MOA and Points of Understanding direct result between the Navy, CRC and City, Attachment "A", dated 18<sup>th</sup> August 2009 to ensure an orderly transition of the separate potable water, sewer and recycled/reclaimed water contracts services/accounts provided by the City.

**2. GENERAL REQUIREMENTS:**

**NAVAL WEAPONS STATION (NWS) SEAL BEACH DETACHMENT  
CORONA (NAVY)**

**CLIN =** (Contract Line Item Number)

**CLIN 0001 POTABLE WATER SERVICE/ACCOUNT:**

Potable water service shall be provided in accordance with the State of California approved rules and regulations and in accordance with the City of Norco Municipal Code, Title 14.

- a. The City shall provide funds, design, construct, operate, maintain, furnish and install new potable water meter service connection at the 12" existing water main to provide separate service/account for the Navy on Fifth Street at or near the old entrance to the Navy facility complete and ready for use.

- b. The City shall provide funds, design, construct, operate, maintain, furnish and install new 8" water main pipeline and potable water meter connection to provide service/account for the Navy on Fourth Street at or near the new entrance to the Navy facility complete and ready for use.
- c. The City shall provide water meter to measure the Navy water consumption delivered for billing purposes at the City standard water rates.
- d. The Navy shall fund, design, construct, operate and maintain all facilities in their respective properties from the point of the City's meter connection, located outside of Navy property.
- e. The City shall not require an assessment of development impact fees for the proposed Navy water service connection.
- f. The City reserves the right to assess all appropriate water service connection and a development fee associated with this property if the State of California or Navy transfers ownership or develops the property for use other than current use by the State of California or Navy.

**CLIN 0002      SEWER SERVICE/ACCOUNT:**

Sewer service shall be provided in accordance with the State of California approved rules and regulations and in accordance with the City of Norco Municipal Code, Title 14.

- a. The City shall provide funds, design, construct, operate, maintain, furnish and install new sewer meter service connection at the existing sewer main line and discharge facilities including a bar screen and/or grinders to accept daily wastewater flows from the Navy for separate service/accounts and connect to the CRC on Western Avenue, South of Fifth Street complete and ready for use.
- b. The City shall provide funds, design, construct, operate, maintain, furnish and install new sewer meter service connection for the Navy from the existing sewer lift station located on Navy property to the City's sewer main on Third Street, within the Riverside Community College (RCC) Norco Campus complete and ready for use.
- c. The City shall furnish and install a temporary sewer meter to measure the Navy sewage flow to the City of Norco sewer system to collect and establish sufficient sewage flow usage data for billing purposes and billed the Navy by using the City standard sewer rates. This temporary sewer meter shall be removed after gathering sufficient usage data and

shall be replaced with a permanent calibrated sewer meter.

- d. The Navy shall fund, design, construct, operate and maintain all facilities in their respective properties from the point of the City's sewer service meter connection.
- e. The City shall obtain additional sewer treatment capacity at the Western Riverside County Regional Wastewater Authority (WRCRWA) at its own expense to accept and treat the Navy sewer discharges.

**CLIN 0003 RECYCLED/RECLAIMED NON-POTABLE WATER SERVICE/ACCOUNT:**

Recycled/Reclaimed Non-Potable water service shall be provided in accordance with the State of California and the City of Norco (City), approved rules and regulations for the delivery of recycled/reclaimed non-potable service.

- a. The City shall provide funds, design, construct, operate, maintain, furnish and install new recycled/reclaimed non-potable water main pipeline and non-potable water meter service connection for the Navy to provide separate service/account located near the Fourth Street entrance gate to the Navy facility complete and ready for use.
- b. The City shall provide funds, design, construct, operate, maintain, furnish and install new recycled/reclaimed non-potable water main pipeline and non-potable water meter service connection for the Navy to provide a service/account located on the Fifth Street adjacent to the Potable Water connection.

**3. REQUESTED SERVICE DATE:**

- a. Requested service date for all Utilities Service Contracts for Potable Water, Sewer and Recycled/Reclaimed water fees separate services/accounts for the Navy is JULY 1, 2011.

**4. PROJECT NAME AND LOCATION:**

- a. Utilities Service Contracts for Potable Water, Sewer and Recycled/Reclaimed Non-Potable Water services/accounts: **Naval Weapons Station (NWS) Seal Beach Detachment Corona, California.**

**Attachment J.2**

**Contract N62473-11-C-3809**  
**CREF NO. 861442**

**WATER SERVICE SPECIFICATIONS**

**1. PREMISES TO BE SERVED:**

NAVAL WEAPONS STATION SEAL BEACH DETACHMENT CORONA,  
CALIFORNIA

2. **POINT OF DELIVERY:** The point of delivery of potable water shall be at the point of connection shown in attached Utilities Plan. This work shall be provided by the City of Norco (City) Water Department Service Area.
3. **NATURE OF SERVICE OR CHANGE:** The City of Norco (City) shall provide fund, design, construct, operate, maintain, furnish and install domestic potable water tap service connection for the Navy on Fourth Street at or near the new entrance to the Navy facility respectively from the point of the City's meter connections complete and ready for use, as shown in attached Utilities Plan.
4. **ESTIMATED SERVICE:** (For Domestic Potable Drinking Water System only)

Estimated daily maximum demand: **466 kgals**  
Estimated annual consumption: **170,168 kgals**  
Estimated New Water Connection Charge: **No Cost**

(The Government is in no way obligated to delivery nor is it restricted to the above estimate)

5. **RATE SCHEDULE:** Water rates shall be in accordance with the current City of Norco Water and Sewer Rates commercial, industrial facilities (Water Only).
6. **DESCRIPTION OF WATER SERVICE:**
- a. The City shall have **350** gallons per minute of domestic potable water continuously available at the point of delivery at a pressure of not less than **65** pounds per square inch gauge or the standard pressure for this type of service.
7. **QUALITY OF WATER SERVICE:** The City shall supply clear, potable water safe for human consumption in accordance with standards adopted by the

United States Public Health Service for drinking and culinary water supplied by common carriers in interstate commerce and such revisions thereof as may be made from time to time.

8. **TERM OF SERVICE:** (check one)  
 ( ) Definite, commencing \_\_\_\_\_ terminating \_\_\_\_\_  
 (X) Indefinite, commencing on or about JULY 1, 2011
9. **METERING:** Water shall be measured by water meters to be supplied by the City Water Department as mentioned below or be determined by City Water Department for the type of service required.

Fire Protection Water System	NONE
Potable Drinking Water System	TBD by City (water meter size)

10. **SIZE OF CONTRACTOR'S PIPELINE TO POINT OF DELIVERY:** Existing 8" and 12" inches diameter for domestic potable drinking water system.

**SEWERAGE SERVICE SPECIFICATIONS**

**1. PREMISES TO BE SERVED:**

NAVAL WEAPONS STATION SEAL BEACH DETACHMENT CORONA, CALIFORNIA

**2. ESTIMATED SERVICE:**

Estimated average daily flow: 750 kgals  
 Estimated average annual flow: 273,750 kgals  
 Estimated New Sewer Connection Charge: No Cost

(The Government is in no way obligated to delivery nor is it restricted to the above estimate.)

**3. NATURE OF SERVICE OR CHANGE:**

X  New Connection  
 \_\_\_\_\_ Change

4. **SERVICE TO BE RENDERED:** The City of Norco (City) shall provide funding, design, construct, operate, maintain and furnish a sanitary sewer connections at two locations: (the first location will connect to the CRC on Western Avenue, South of Fifth Street and the second location will be from the existing sewer lift station located on Navy property to the City's sewer main on Third Street, within the Norco College (Norco Campus) and sanitary sewage services as required by the Government and shall receive, carry, treat and dispose of all sanitary sewage originating from the Navy in such amounts as the Government desires to release into the City's sewer system and in a manner and by such means as will constitute

no hazard to the public health. The City shall operate their sewage disposal and treatment facilities in conformity with applicable laws, rules, and regulations promulgated by Federal, state and local authorities.

5. **TERM OF SERVICE:** Indefinite, Commencing on or about JULY 1, 2011

6. **POINT OF DELIVERY:** The sewage shall be delivered to the City by the Government at the point of connection shown in attached Utilities Plan. This work is to be provided by the City Service Area.

7. **SIZE OF SEWER TO POINT OF DELIVERY:** **Eight (8)** inches diameter. Shall be determined by City of Norco.

8. **RATE SCHEDULE:** Sewer rates shall be in accordance with the current City of Norco Water and Sewer Rates for Commercial, Industrial facilities (Sewer Only).

9. **ALTERATIONS AND ADDITIONS:** None

## RECYCLED/RECLAIMED WATER SERVICE SPECIFICATIONS

### 2. **PREMISES TO BE SERVED:**

NAVAL WEAPONS STATION SEAL BEACH DETACHMENT CORONA,  
CALIFORNIA

10. **POINT OF DELIVERY:** The point of delivery of recycled water shall be at the point of connection shown in attached Utilities Plan. This work shall be provided by the City of Norco (City) Water Department Service Area.

11. **NATURE OF SERVICE OR CHANGE:** The City of Norco (City) shall provide fund, design, construct, operate, maintain, furnish and install new two recycled water tap service connections for the Navy, one near Fourth Street and second near Fifth Street on the Navy facility respectively from the point of the City's meter connections complete and ready for use, as shown in attached Utilities Plan.

12. **ESTIMATED SERVICE:** (For Recycled Water System only)

Estimated average daily usage: 466 kgals

Estimated average annual usage: 170,168 kgals

Estimated New Recycled Water Connection Charge: No Cost

(The Government is in no way obligated to delivery nor is it restricted to the above estimate)

13. **RATE SCHEDULE:** Recycled/Reclaimed water rates shall be in accordance with the current City of Norco Water and Sewer Rates commercial, industrial facilities (Recycled/Reclaimed Non-Potable Water Only).
14. **DESCRIPTION OF WATER SERVICE:**
- b. The City shall have 350 gallons per minute of recycled/reclaimed non-potable water continuously available at the point of delivery at a pressure of not less than 65 pounds per square inch gauge or the standard pressure for this type of service provided by the City of Norco.
15. **QUALITY OF WATER SERVICE:** The City shall supply clear, recycled/reclaimed non-potable water safe for irrigation, landscaping Lake Source supply in accordance with standards adopted by the United States Public Health Service for recycled/reclaimed non-potable water supplied by common carriers in interstate commerce and such revisions thereof as may be made from time to time.
16. **TERM OF SERVICE:** (check one)  
 Definite, commencing \_\_\_\_\_ terminating \_\_\_\_\_  
 Indefinite, commencing on or about JULY 1, 2011
17. **METERING:** Recycled/Reclaimed Non-Potable Water shall be measured by water meters to be supplied by the City Water Department as mentioned below or be determined by City Water Department for the type of service required.

Recycled/Reclaimed Non-Potable Water System: TBD by City (water meter size)

- 10. SIZE OF CONTRACTOR'S PIPELINE TO POINT OF DELIVERY:** City of Norco shall provide funds, design, construct, operate, maintain, furnish and install Recycled/Reclaimed Non-Potable Water system connection to provide non-potable water to Navy facility as shown in the Utility Site Plan.

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**THE NAVAL WEAPONS STATION SEAL BEACH DETACHMENT CORONA**

**AND**

**THE CITY OF NORCO**

**AND**

**THE CALIFORNIA DEPARTMENT OF CORRECTIONS & REHABILITATION,**

This Memorandum of Agreement is entered into as of this 18<sup>th</sup> day of Aug., 2009, by and between the Naval Weapons Station Seal Beach Detachment Corona ("Navy") and the City of Norco ("City"), and the California Department of Corrections & Rehabilitation ("CDCR"). It is understood by all three parties that this Memorandum of Agreement is not a legally binding document and that utility service contracts and easements shall be established to complete this agreement.

**RECITALS**

WHEREAS, the California Rehabilitation Center ("CRC"), functioning under the direction of the CDCR, and the Naval Weapons Station Seal Beach (Navy) Detachment Corona, functioning under the direction of Commander, Navy Region Southwest, are located adjacent to one another within the City of Norco; and

WHEREAS, the City of Norco provides a full range of water treatment and distribution services as well as sewage collection and treatment services within the City's incorporated service area; and

WHEREAS, the City possesses multiple potable water sources that enable the supply of water to its distribution system that include local groundwater facilities, the Chino Desalter Authority ("CDA"), and the Arlington Desalter ("Arlington") as well as the Mills Filtration Plant ("Mills"); and

WHEREAS, the City currently provides approximately 800 gallons per minute (gpm) of potable water to the CRC and Navy at a single water connection located on Western Avenue; and

WHEREAS, the City has designed and is constructing a recycled water system to provide an alternative water irrigation source to users within its service area; and

WHEREAS, the City operates a sewage collection system with the ability to accept the CRC and the Navy daily sewage discharges for distribution to its treatment facility at the Western Riverside County Regional Wastewater Authority (WRCRWA); and

WHEREAS, the CRC contracts and owns 750,000 gallons per day (gpd) of Santa Ana Regional Interceptor (SARI) treatment and pipe line capacity, which accepts daily sewage discharges from the property; and

WHEREAS, the City is prepared to obtain additional treatment capacity from WRCRWA to provide sufficient treatment capabilities to accommodate additional wastewater flow from the CRC and Navy; and

#### POINTS OF UNDERSTANDING

NOW, THEREFORE, in consideration of the foregoing recitals, and the points of understanding hereinafter stated, the parties to this Memorandum of Agreement understand the following:

1. Potable Water Service.

- a. The City will design, fund, construct, operate and maintain additional potable water connections to provide separate services to the CRC and Navy.
- b. Specifically, the City will design, fund, install, and maintain 2 potable water connections for CRC, a new connection located on Fifth Street and the existing connection located on Western. The City will design, fund, install, and maintain an additional water connection for the Navy on Fourth Street at or near the new entrance to the facility.
- c. The quantities of water delivered to the CRC and the Navy will be measured by individual meters and billed at the standard rates in effect for Industrial users within the City. Beginning October 1, 2009 each Agency will be billed separately for water metered and supplied by the City.
- d. The CRC and the Navy will design, fund, construct, operate and maintain all facilities on their respective properties from the point of the City's meter connection. The Navy shall develop and issue easements for CRC water infrastructure located on Navy property. The CRC will retain maintenance responsibility for water infrastructure in support of their water system.
- e. The City will not require an assessment of development impact fees for the proposed water service connection. The City reserves the right to assess all appropriate water and sewer connection and development fees associated with this property if the State of California transfers ownership or develops the property for use other than by the State of California.

2. Sewer Service.

a. The City will design, fund, construct, operate and maintain sewer line connections and discharge facilities including a bar screen and/or grinders to accept daily wastewater flows from the CRC and the Navy. The City will provide sewer connections at two locations. The first will connect to the CRC on Western Avenue, south of Fifth Street. The second sewer connection will be designed from the existing sewer lift station located on Navy property to the City's sewer main on Third Street, within the Riverside Community College (RCC) Norco campus.

b. The CRC will conduct a cost feasibility study to determine alternatives to use of the Navy sewer system for sewage disposal via the City of Norco.

c. The City shall install temporary meters to measure the amount of CRC sewage flowing into the Navy sewage system. A temporary meter shall also be installed to measure sewage flow to the City of Norco from the Navy system. These meters can be removed after sufficient data has been collected to determine sewage flow from the CRC and Navy.

d. The Navy shall develop and issue easements for CRC sewer infrastructure located on Navy property. The CRC will retain maintenance responsibility for sewer infrastructure in support of their sewer system.

e. The City will establish an institutional rate for sewer services provided to the CRC and the Navy. Beginning October 1, 2009 each Agency will pay separately for sewer service based on usage established by meters.

f. The City will obtain additional sewer treatment capacity at WRCRWA, at its own expense, to accept and treat the CRC and Navy sewer discharges. Each Agency will be responsible for maintaining their respective sewer laterals which connect into the main trunk line.

g. The CDCR will transfer ownership 250,000 gallons of SARI treatment and pipe line capacity to the City.

3. Recycled Water. The City will design, fund, construct, operate and maintain recycled water connections to the CRC and the Navy. A total of two recycled water connections for the Navy shall be provided, one near 4<sup>th</sup> St and a second near 5<sup>th</sup> street adjacent to the potable water connections.

4. Conveyance of Well-field Property. The CDCR acting by and through the Director of the Department of General Services State of California, will complete the re transfer of ownership of the 13.33-acre parcel located on Bluff Street between River Road and Vine Avenue in the City of Norco, identified as APN 121-110-00 (Parcel D). Conditions of re transfer are as required by the vesting deed, and approved by the Department of Health and Human Services, and facilitated through the US General Services Administration.
5. Design Review. The design of the metering, connection, flow control and pressure reducing facilities shall be subject to review and approval by all parties to this agreement.
6. Inspection of Facilities. The water and sewer connection points constructed by the CRC or the Navy referenced in this Memorandum of Agreement shall be subject to inspection and approval by the City during construction and again before activation.
7. Transfer of Obligation. Upon completion of the transfer of title of Parcel D to the City, the Navy shall also provide Lake Norconian to the City for use as a water storage facility. In return the City will assume the obligation for filling and maintaining the water levels at Lake Norconian, to include the reflecting ponds at the specified level marked with a metal plate at the boat dock. The City will ensure that the water quality delivered to the lake meets, or exceeds all regional water quality discharge permit standards, and obtain any required permits.
8. Changes. Changes/amendments may be made to this agreement by mutual written consent of all parties, and will be recorded and published as addenda to this agreement.
9. Effective Date. This MOA will become effective upon the completion of signatures.
10. Separate Counterparts. This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed to be an original. Such counterparts shall, together, constitute and be one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date first above written.

CITY OF NORCO



KATHY AZEVEDO, MAYOR

City Hall  
2870 Clark Avenue  
Norco, CA 92860

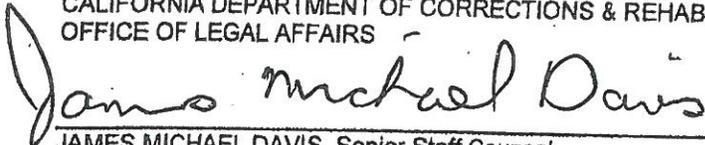
CALIFORNIA DEPARTMENT OF CORRECTIONS & REHABILITATION



DEBORAH HYSEN, Chief Deputy Secretary  
Facility Planning, Construction, and Management  
State of California  
9838 Old Placerville Rd. Suite B  
Sacramento, CA 95827

Approved as to form:

CALIFORNIA DEPARTMENT OF CORRECTIONS & REHABILITATION  
OFFICE OF LEGAL AFFAIRS



JAMES MICHAEL DAVIS, Senior Staff Counsel  
Attorney for CDCR

UNITED STATES NAVY



MARSHA R. DODSON, Contracting Officer  
NAVFAC Southwest  
1220 Pacific Highway  
San Diego, CA 92132

MOA Between the City, CDCR & Navy  
Page 5

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the date first above written.

CITY OF NORCO

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KATHY AZEVEDO, MAYOR  
City Hall  
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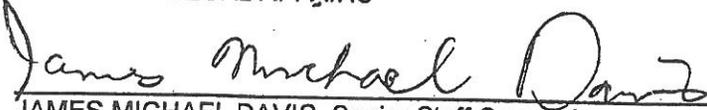
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OFFICE OF LEGAL AFFAIRS



---

JAMES MICHAEL DAVIS, Senior Staff Counsel  
Attorney for CDCR

UNITED STATES NAVY

---

L. R. HERING, Rear Admiral, U.S. Navy  
Commander, Navy Region Southwest  
937 N. Harbor Drive  
San Diego, CA 91932

## CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, City Manager 

PREPARED BY: William R. Thompson, Water & Sewer Manager 

DATE: November 20, 2013

SUBJECT: Execution of a Sanitary Sewer Discharge Agreement between the City of Norco and the California Department of Corrections and Rehabilitation

RECOMMENDATION: Approve the Sanitary Sewer Discharge Agreement between the City of Norco and the California Department of Corrections and Rehabilitation (CDCR), subject to non-substantive changes and authorize the City Manager to execute the Agreement.

**SUMMARY:** The City of Norco owns and operates a sanitary sewer collection system and sewage pumping facilities within its corporate boundaries. The City of Norco is a member agency of the Western Riverside County Regional Wastewater Authority (WRCRWA), and owns ample conveyance and treatment capacity to provide sanitary sewer service to the California Rehabilitation Center (CRC) property. The proposed agreement describes specific points of understanding between the parties, including sanitary sewer discharge rates.

**BACKGROUND/ANALYSIS:** The City of Norco owns and operates a sanitary sewer collection system and owns conveyance and treatment capacity in the WRCRWA wastewater treatment facility. CRC is currently discharging its waste stream into the Inland Empire Brine Line (Santa Ana Regional Interceptor (SARI)). The SARI line is an industrial waste line and not designed or intended to accept residential sanitary sewer discharges.

The City of Norco, CDCR and the US Navy entered into a Memorandum of Understanding (MOA) on August 18, 2009 agreeing to specific terms related to water and sewer service. The MOA described the responsibility of the parties in order to facilitate the funding, design and construction of facilities necessary to provide water and sewer services to the Navy and California Department of Corrections and Rehabilitation (CDCR) properties that also included the transfer of specific assets.

The purpose of the proposed Sanitary Sewer Discharge Agreement is to memorialize the mutual understandings and responsibilities of the parties with respect to design, environmental clearances, project administration, construction, inspection, ownership, operation and maintenance, and the funding contribution. The agreement also outlines the agreed sewer discharge rates referenced in the 2009 agreement and requires the CDCR to transfer 750,000 gallons per day of Inland Empire Brine Line treatment and pipeline conveyance capacity right to the City of Norco. The sewer rate to be charged to CDCR recognizes the exchange and transfer of certain identified assets.

Prior to the exchange/transfer of the identified assets, the parties will complete the following steps that will allow CRC to discharge into the City of Norco sanitary sewer collection system;

- Complete the inter-tie from the Western Municipal Water District (WMWD) SARI lateral to the City of Norco sanitary sewer collection system just southwest of Second Street and River Road (approximately 60 feet) at a cost of \$30,000.
- Approval of an agreement by the City Council to assign/transfer the Inland Empire Brine Line (SARI) Treatment and Conveyance Capacity Right from the CDCR to the City of Norco.
- Approval of a purchase and sale agreement by the City Council of the 750,000 gallons per day SARI treatment and capacity right to the City of Corona or other interested parties.

Legal counsel for both parties have reviewed and approved the proposed agreement.

**FISCAL IMPACT:** Monies collected from the provision of sewer services to the CRC will be deposited into the Sewer Enterprise Fund. Additional agreements dealing with the transfer, assignment, purchase and/or sale of the SARI line discharge rights will be coming to the City Council. These upcoming agreements will further define financial benefits and costs to the City.

Attachment: Sanitary Sewer Discharge Agreement  
2009 MOA

**CALIFORNIA REHABILITATION CENTER SANITARY SEWER  
DISCHARGE AGREEMENT**

**BETWEEN**

**CALIFORNIA DEPARTMENT OF CORRECTIONS  
AND REHABILITATION and the  
City of Norco**

This Agreement, hereinafter "Agreement", is entered into by and between the City of Norco, a charter city, hereinafter "Norco" and the California Department of Corrections and Rehabilitation (CDCR) California Rehabilitation Center (CRC), a State detention facility, hereinafter "CDCR". Both CDCR and Norco may be referred to herein as "parties".

**WITNESSETH**

**WHEREAS**, CDCR, Norco and the US Navy entered into a Memorandum of Understanding (MOA) on August 18, 2009 agreeing to certain terms related to water, sewer and Santa Ana Regional Interceptor (SARI) treatment and pipe line capacity; and

**WHEREAS**, Norco owns and operates a sanitary sewer collection system and sewage pumping facilities within the corporate boundaries of the City of Norco that has the capacity to accept CRC waste discharges; and

**WHEREAS**, Norco is a member agency of the Western Riverside County Regional Wastewater Authority (WRCRWA) and owns conveyance and treatment capacity at the wastewater treatment facility that has the capacity to serve CRC; and

**WHEREAS**, Norco is under contract with Western Municipal Water District (WMWD) to purchase the existing pipe line used for the CDCR's SARI capacity; and

**WHEREAS**, CRC presently discharges its waste stream to the SARI system via the pipe line under contract for purchase by Norco; where such waste is not intended to flow; and

**WHEREAS**, CDCR desires to cease sewage flows into the SARI system and instead engage Norco for sewer services as a residential sewer customer; and

**WHEREAS**, Norco desires to provide sanitary sewer collection and treatment services to CDCR at CRC;

**NOW, THEREFORE, BASED UPON THE MUTUAL CONSIDERATION RECITED HEREIN, THE PARTIES DO HEREBY AGREE AS FOLLOWS:**

1. CDCR shall convey its existing 750,000 gallon SARI collection and treatment right to Norco. This 750,000 gallon capacity is inclusive of the 250,000 SARI capacity outlined in the 2009 Memorandum of Agreement (MOA). Said right being more particularly described in Exhibit "A", MOA, attached hereto and made a part hereof.
2. In lieu of CDCR paying Norco for sewer development impact fees, capacity charges and connection fees (where such fees are itemized in Exhibit "B", pursuant to the (MOA) as set forth in Exhibit "A" CDCR will transfer said 750,000 gallons of SARI treatment and pipeline capacity ownership to NORCO provided WMWD approves of this transfer. According to estimates of value provided by WMWD in 2013, the value of said SARI capacity is approximately \$9.75 million.
3. CRC does not engage in industrial operations at the facility. Therefore, CRC shall be considered a residential customer and subject to the city's residential rate.
4. CDCR's maximum wastewater flow into the city's plant shall be set at 1.5 Million Gallons a Day (MGD).
5. Norco shall accept sewer wastewater discharges for collection and treatment from CRC. Norco shall charge CDCR and CDCR shall pay to Norco, the approved agreed upon rate. The rate structure shall be flow based only, with a fixed and variable monthly component. It is recognized that this rate may be adjusted through the City Council approval process pursuant to Prop. 218 and based on a combination of direct costs associated with treatment, energy and conveyance increases. However, Norco agrees that Norco will apply and CRC shall pay the 2012/13 rates through calendar year 2014. Following 2014 CDCR agrees to pay all said flow-based rate adjustments. The 2012/13 rate will be as follows;

**Fixed Monthly Rate = \$56.00 per Meter**

Example of Fixed Rate = Two (2) Water Meters at \$56.00 per meter = \$112.00 per month.

**Monthly Surcharge Rate = \$3.00 per Unit (One HCFT or 748 gallons) less 10 units per meter.**

Example of Variable Rate = June 2013 = 25,120 units of water purchased (combination of both CRC meters) less 10 units per meter 25,120 – 20 = 25,100 units x \$3.00 per unit = \$75,300.00.

**Total Monthly Cost = Fixed Rate \$112.00 + Surcharge Rate \$75,300.00 = \$75,412.00.**

The above rates are inclusive of all constituents, there is no surcharge for BOD's or suspended solids.

6. Norco shall maintain in satisfactory condition all components of its sanitary sewer collection system, pump stations, and treatment facilities up to the CRC sewer connection point (as identified in Exhibit "C"). CRC shall maintain its internal sewer collection system. Any repairs required at the transition point will be handled under separate negotiation between the parties after necessary repairs are identified by Norco.
7. CDCR will not participate nor be subject to costs associated with increasing the treatment capacity of the city's present wastewater treatment plant. CDCR will not participate nor be subject to costs associated with the construction of a new city wastewater treatment plant.
8. CDCR shall pay its proportionate cost share of direct costs the city must expend to meet mandated enhanced wastewater treatment plant compliance requirements. CDCR's proportionate cost share shall be based on its proportionate flow into the city's wastewater treatment plant.
9. Upon Norco's completion of a reclaimed (recycled) water system, Norco shall provide a reclaimed service connection adjacent to the CRC property, it shall make available to CRC recycled water for landscape irrigation. The purchase of said recycled water will be at the discretion of CDCR. The Parties recognize that the determination of the precise rate is not possible as of the date of this Agreement; however, it is anticipated that the rate will be less than the standard residential potable water rate.
10. To the extent permitted by law, Norco shall defend, indemnify and hold harmless CDCR and its officials, officers, agents and employees from and against any claims, lawsuits, losses, damages, regulatory fines, injuries and expenses, including attorneys' fees and costs, to the extent that such claims, lawsuits, losses, damages, regulatory fines, injuries and expenses arise out of the treatment of wastewater by Norco; however, Norco shall not be required to defend, indemnify and hold harmless CDCR or its officials, officers, agents and employees from and against any claims, lawsuits, losses, damages, regulatory fines, injuries and expenses arising out of or related to the gross negligence or willful misconduct of CDCR.

11. Amendments. This Agreement shall not be amended, modified or changed in any way without the written consent of both parties.

12. Counterparts. This Agreement may be executed in counterparts, all of which, when taken together, shall constitute a fully executed original.

13. Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement.

14. Interpretation. The agreements contained herein shall not be construed in favor of or against either party but shall be construed as if both parties prepared this Agreement.

15. Notices. Any notice may be served upon either Party by delivering it in person, or by depositing it in a United States Mail deposit box with the postage thereon fully prepaid, and addressed to the Party at the address set forth below:

**If to Norco:** City of Norco  
2870 Clark Avenue  
Norco, California 92860  
Attention: City Manager

**If to CDCR:** California Department of Corrections and Rehabilitation  
9838 Old Placerville Road, Suite B  
Sacramento, CA 95827  
Attention: Facilities Asset Management Branch

**If to CRC:** California Rehabilitation Center  
5th Street and Western Avenue  
Post Office Box 1841  
Norco, California 91760  
Attention: Warden

16. No Third Party Beneficiaries to this Agreement. There are no third party beneficiaries legally or equitably created by this Agreement.

17. Severability and Waiver. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal. Waiver by any party of any portion of this Agreement shall not constitute a waiver of any other portion thereof.

18. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties. Neither Party may assign this Agreement without the prior written consent of the other Party. The rates and charges set forth herein are based upon CDRC and CRC continuing

the present use of the facility to promote the mission and goals of the CDCR and State of California and are not applicable or assignable if CDRC sells or otherwise disposes of the property.

19. Time of the Essence. Time is of the essence for each and every provision of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be entered into as of the date written above.

DATED: \_\_\_\_\_

CITY OF NORCO

By: \_\_\_\_\_  
Andy Okoro, City Manager

ATTEST:

\_\_\_\_\_  
Brenda K. Jacobs, City Clerk

DATED: \_\_\_\_\_

CALIFORNIA DEPARTMENT OF  
CORRECTIONS AND  
REHABILITATION

By: \_\_\_\_\_  
DEBORAH HYSEN, Deputy Director  
Facility Planning, Construction and Management

# EXHIBIT "A"

## MEMORANDUM OF AGREEMENT

BETWEEN

THE NAVAL WEAPONS STATION SEAL BEACH DETACHMENT CORONA

AND

THE CITY OF NORCO

AND

THE CALIFORNIA DEPARTMENT OF CORRECTIONS & REHABILITATION,

This Memorandum of Agreement is entered into as of this 18<sup>th</sup> day of Aug, 2009, by and between the Naval Weapons Station Seal Beach Detachment Corona ("Navy") and the City of Norco ("City"), and the California Department of Corrections & Rehabilitation ("CDCR"). It is understood by all three parties that this Memorandum of Agreement is not a legally binding document and that utility service contracts and easements shall be established to complete this agreement.

### RECITALS

WHEREAS, the California Rehabilitation Center ("CRC"), functioning under the direction of the CDCR, and the Naval Weapons Station Seal Beach (Navy) Detachment Corona, functioning under the direction of Commander, Navy Region Southwest, are located adjacent to one another within the City of Norco; and

WHEREAS, the City of Norco provides a full range of water treatment and distribution services as well as sewage collection and treatment services within the City's incorporated service area; and

WHEREAS, the City possesses multiple potable water sources that enable the supply of water to its distribution system that include local groundwater facilities, the Chino Desalter Authority ("CDA"), and the Arlington Desalter ("Arlington") as well as the Mills Filtration Plant ("Mills"); and

WHEREAS, the City currently provides approximately 800 gallons per minute (gpm) of potable water to the CRC and Navy at a single water connection located on Western Avenue; and

WHEREAS, the City has designed and is constructing a recycled water system to provide an alternative water irrigation source to users within its service area; and

WHEREAS, the City operates a sewage collection system with the ability to accept the CRC and the Navy daily sewage discharges for distribution to its treatment facility at the Western Riverside County Regional Wastewater Authority (WRCRWA); and

WHEREAS, the CRC contracts and owns 750,000 gallons per day (gpd) of Santa Ana Regional Interceptor (SARI) treatment and pipe line capacity, which accepts daily sewage discharges from the property; and

WHEREAS, the City is prepared to obtain additional treatment capacity from WRCRWA to provide sufficient treatment capabilities to accommodate additional wastewater flow from the CRC and Navy; and

#### POINTS OF UNDERSTANDING

NOW, THEREFORE, in consideration of the foregoing recitals, and the points of understanding hereinafter stated, the parties to this Memorandum of Agreement understand the following:

1. Potable Water Service.

- a. The City will design, fund, construct, operate and maintain additional potable water connections to provide separate services to the CRC and Navy.
- b. Specifically, the City will design, fund, install, and maintain 2 potable water connections for CRC, a new connection located on Fifth Street and the existing connection located on Western. The City will design, fund, install, and maintain an additional water connection for the Navy on Fourth Street at or near the new entrance to the facility.
- c. The quantities of water delivered to the CRC and the Navy will be measured by individual meters and billed at the standard rates in effect for Industrial users within the City. Beginning October 1, 2009 each Agency will be billed separately for water metered and supplied by the City.
- d. The CRC and the Navy will design, fund, construct, operate and maintain all facilities on their respective properties from the point of the City's meter connection. The Navy shall develop and issue easements for CRC water infrastructure located on Navy property. The CRC will retain maintenance responsibility for water infrastructure in support of their water system.
- e. The City will not require an assessment of development impact fees for the proposed water service connection. The City reserves the right to assess all appropriate water and sewer connection and development fees associated with this property if the State of California transfers ownership or develops the property for use other than by the State of California.

2. Sewer Service.

a. The City will design, fund, construct, operate and maintain sewer line connections and discharge facilities including a bar screen and/or grinders to accept daily wastewater flows from the CRC and the Navy. The City will provide sewer connections at two locations. The first will connect to the CRC on Western Avenue, south of Fifth Street. The second sewer connection will be designed from the existing sewer lift station located on Navy property to the City's sewer main on Third Street, within the Riverside Community College (RCC) Norco campus.

b. The CRC will conduct a cost feasibility study to determine alternatives to use of the Navy sewer system for sewage disposal via the City of Norco.

c. The City shall install temporary meters to measure the amount of CRC sewage flowing into the Navy sewage system. A temporary meter shall also be installed to measure sewage flow to the City of Norco from the Navy system. These meters can be removed after sufficient data has been collected to determine sewage flow from the CRC and Navy.

d. The Navy shall develop and issue easements for CRC sewer infrastructure located on Navy property. The CRC will retain maintenance responsibility for sewer infrastructure in support of their sewer system.

e. The City will establish an institutional rate for sewer services provided to the CRC and the Navy. Beginning October 1, 2009 each Agency will pay separately for sewer service based on usage established by meters.

f. The City will obtain additional sewer treatment capacity at WRCRWA, at its own expense, to accept and treat the CRC and Navy sewer discharges. Each Agency will be responsible for maintaining their respective sewer laterals which connect into the main trunk line.

g. The CDCR will transfer ownership 250,000 gallons of SARI treatment and pipe line capacity to the City.

3. Recycled Water. The City will design, fund, construct, operate and maintain recycled water connections to the CRC and the Navy. A total of two recycled water connections for the Navy shall be provided, one near 4<sup>th</sup> St and a second near 5<sup>th</sup> street adjacent to the potable water connections.

4. Conveyance of Well-field Property. The CDCR acting by and through the Director of the Department of General Services State of California, will complete the re transfer of ownership of the 13.33-acre parcel located on Bluff Street between River Road and Vine Avenue in the City of Norco, identified as APN 121-110-00 (Parcel D). Conditions of re transfer are as required by the vesting deed, and approved by the Department of Health and Human Services, and facilitated through the US General Services Administration.
5. Design Review. The design of the metering, connection, flow control and pressure reducing facilities shall be subject to review and approval by all parties to this agreement.
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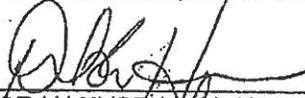
IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date first above written.

CITY OF NORCO



KATHY AZEVEDO, MAYOR  
City Hall  
2870 Clark Avenue  
Norco, CA 92860

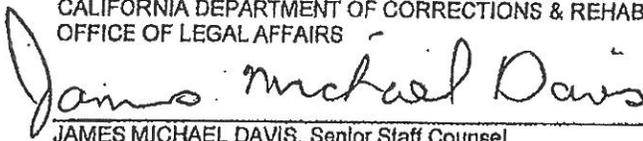
CALIFORNIA DEPARTMENT OF CORRECTIONS & REHABILITATION



DEBORAH HYSEN, Chief Deputy Secretary  
Facility Planning, Construction, and Management  
State of California  
9838 Old Placerville Rd. Suite B  
Sacramento, CA 95827

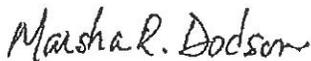
Approved as to form:

CALIFORNIA DEPARTMENT OF CORRECTIONS & REHABILITATION  
OFFICE OF LEGAL AFFAIRS



JAMES MICHAEL DAVIS, Senior Staff Counsel  
Attorney for CDCR

UNITED STATES NAVY



MARSHA R. DODSON, Contracting Officer  
NAVFAC Southwest  
1220 Pacific Highway  
San Diego, CA 92132

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CITY OF NORCO

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KATHY AZEVEDO, MAYOR  
City Hall  
2870 Clark Avenue  
Norco, CA 92860

CALIFORNIA DEPARTMENT OF CORRECTIONS & REHABILITATION

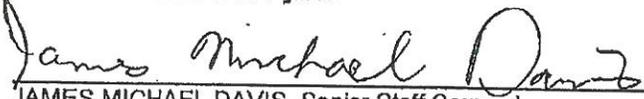


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DEBORAH HYSEN, Chief Deputy Secretary  
Facility Planning, Construction, and Management  
State of California  
9838 Old Placerville Rd. Suite B  
Sacramento, CA 95827

**Approved as to form:**

CALIFORNIA DEPARTMENT OF CORRECTIONS & REHABILITATION  
OFFICE OF LEGAL AFFAIRS



---

JAMES MICHAEL DAVIS, Senior Staff Counsel  
Attorney for CDCR

UNITED STATES NAVY

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L. R. HERING, Rear Admiral, U.S. Navy  
Commander, Navy Region Southwest  
937 N. Harbor Drive  
San Diego, CA 91932

## EXHIBIT "B"

### City of Norco Expenditure Estimates to Facilitate State Connection

<u>Item/Description</u>	<u>Cost Estimate</u>
Chino Desalter Authority – Potable water supply (1999) commitment of 1,000 acre feet per year (1,000,000 gallons/day), take or pay contract, current (2013) cost per acre foot \$924.00 or \$924,000.00 per year.	\$ 924,000.00 annually
Development Impact Fees CRC, (based on 98 acres) Not collected per MOA (does not include TUMF/RCA fees)	\$3,900,000.00
Development Impact Fees Navy, (based on 247 acres) Not collected per MOA (does not include TUMF/RCA fees)	\$5,100,000.00
Design, survey, environmental, materials and labor to install two (2) 12" metering facilities for CRC property and one (1) 12" metering facility for Navy property.	\$ 350,000.00
Design, survey, environmental, materials and labor to install a direct water connection to maintain water levels in Lake Norconian.	\$ 255,000.00
Cost for State to provide water to Lake Norconian if potable water purchased from City of Norco (based on approximately 400,000 gallons per month @ 1.84 per HCFT – \$11,000.00 per year, 5 years).	\$ 55,000.00
Design, survey, environmental, materials and labor to construct SARI line Auger/Grinder to establish CRC waste stream discharge compliance with SAWPA (Daily citation fees unknown).	\$ 750,000.00
Cost to install sewer manholes and meter facilities to separate CRC flows from Navy flows. Cost does not include monthly maintenance and calibration costs.	\$ 60,000.00
Final extension of sewer collection pipelines and meter connections to discharge CRC flow to WRCRWA	\$ 250,000.00
SARI lateral purchase from W.M.W.D. to maintain sanitary sewer discharge into City of Norco collection system	\$ 500,000.00

#### Items of Value not Calculated

Securing Navy property easement to site Auger/Grinder Facility to bring the CRC facility into compliance with SAWPA. WMWD monthly pipeline rental fees (\$3,600.00), Southern California Edison energy costs and daily maintenance costs, all provided by City of Norco.



# CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, City Manager 

PREPARED BY: Steve King, Planning Director

DATE: November 20, 2013

SUBJECT: **Waiver of Fee Request:** Variance for 2398 Buckboard Lane

RECOMMENDATION: Approve the waiver request

**SUMMARY:** A property owner is requesting a waiver of application fees for a variance application that needs to be filed for presentation to the Planning Commission.

**BACKGROUND/ANALYSIS:** 2398 Buckboard Lane is a lot created by Tract 22583. When Tract 22583 was designed the rear-yard setback was 30 feet in the A-1-20 zone where the tract is located. That map was recorded and then the City changed the setback to 60 feet. The homes were designed based on the 60 foot rear yard lot, but before the homes were built, the setback was increased to 100 feet. Because the lots were created under different standards than what the homes were going to have to be built under the Planning Commission approved a blanket variance over all of the lots in the tract that allowed encroachment into what was now the 100-foot setback requirement. The variance granted an encroachment to the 60 feet setback to which the homes had been designed.

One of the conditions of the tract map was that the two homes on the corners of Buckboard Lane with Third Street were to be designed such that the appearance would be that the front yard faced Third Street even though the actual front yards were on Buckboard Lane and the access would have to be from Buckboard Lane. In essence the two lots were designed to appear as if the rear yards were actually side yards since the homes look like they face Third Street. The lot in question is one of these lots and a pool was constructed on the west "side" of the building in what is actually the rear yard. Because of the location on the heated side of the home, the owner is hoping to cover the pool and patio but because of the lot configuration, and the variance that allowed the construction of the homes at the original rear-yard line (60 feet) another variance is required in order to encroach farther into the 100-foot rear-yard setback. As a side-note, if this side of the home was actually the side yard setback the way it was designed, a variance would not be needed.

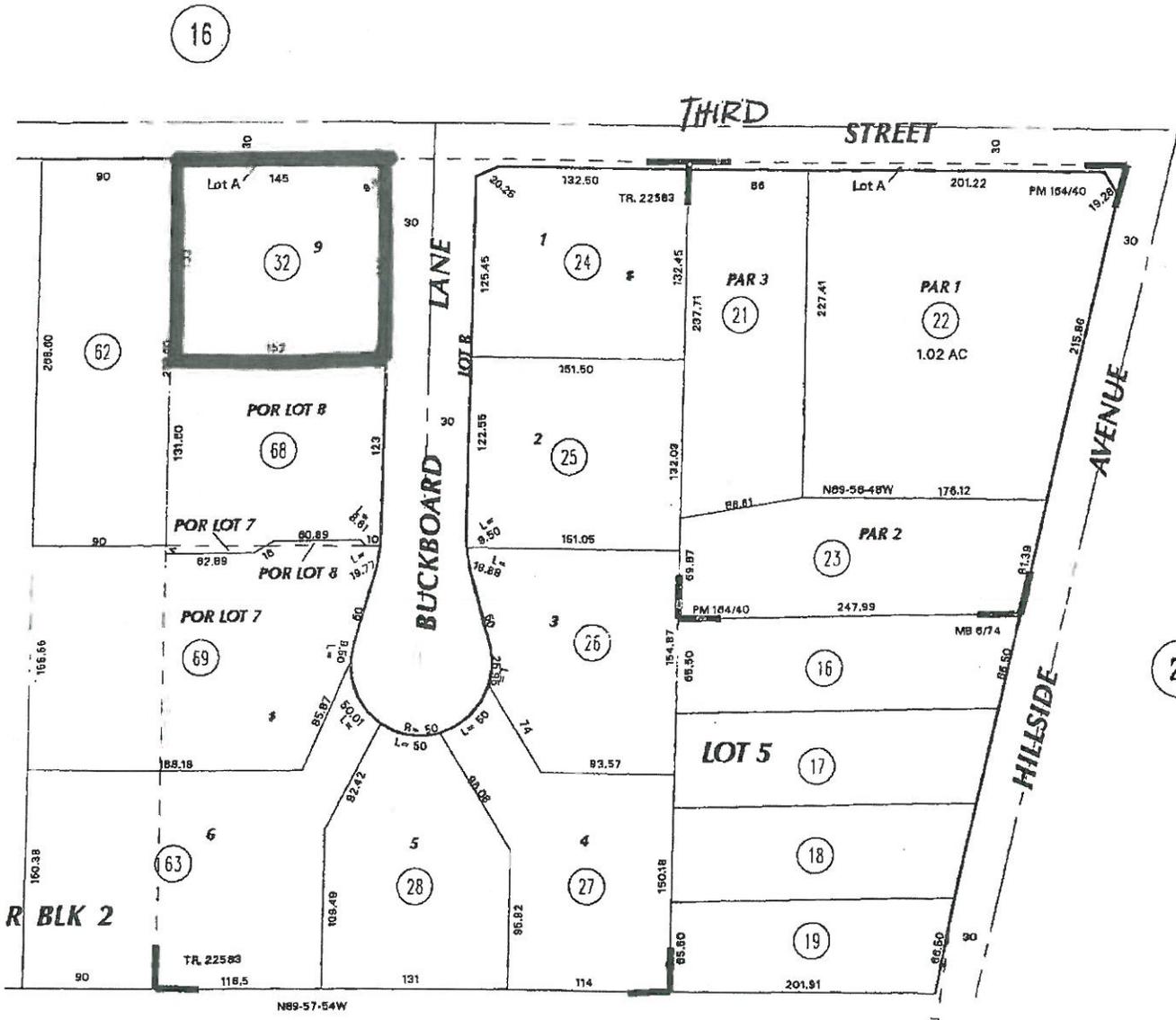
The owner was hoping to avoid the variance altogether but that is not possible so a request has been made to waive the fees. The variance request still has to be presented to the Planning Commission and the owner is hoping to avoid the application costs (\$2,910) that were not included in the project budget since they were not aware of the lot design history and the resulting constraints.

Attachments: Exhibit "A" – APN Map  
Exhibit "B" – Letter Request from Applicant

POR.NE 18 T.3S.,R.6W  
CITY OF NORCO

T.R.A. 015-007

123-20  
9-9



1" = 100'  
ANGLE = 0

23

MB 6/74 RIVERSIDE ORANGE HEIGHTS TRACT  
RS 34/88  
PM 164/40-41 PARCEL MAP NO. 24639  
MB 272/14-15 TRACT MAP NO. 22583

DATE	OLD NUMBER	NEW NUMBER
08/98	11	24-32
07/02	10	60-62
07/02	29, 60	63
08/03	30	64, 65
08/03	31	66, 67
08/03	65, 66	68
08/03	61, 64, 67	69

Sep 2003

Exhibit A

Thursday, November 7, 2013

Norco City Counsel,

Good evening. My name is Derek Emery. My wife (Annalisa Emery) and I own 2398 Buckboard Ln, Norco, CA 92860. It is on the corner of Buckboard Ln and 3rd St. We recently moved from Anaheim, CA in June of this year, with our two young children Hailey Emery (age 4) and Mason Emery (age 2). We are a young family and researched the city and school district before we moved. We want to set roots firmly in the community and live a high quality of life. Our home was a short sale with many repairs and improvements required. I placed well over \$20,000 of repairs and improvements already into the property. My homes building plan was set to were the front door of my home is facing toward 3<sup>rd</sup> Street, but my address is on Buckboard Ln. My home is a one story 3,044 sq. ft. home with .46 acres of land. We have a pool and patio in the backyard. The pool was pre-existing when we bought the home. I contacted Room n' Covers, located in Ontario, CA, back in September regarding a patio cover. The summer was very hot and humid and we were in the backyard pool area often. My wife and I decided we absolutely have to have a patio cover in the back yard for a number of reasons, which I'll explain below. I arranged financing for the cover and received an inquiry on our credit history. My Rooms n' Covers Sales Rep (Joel) attempted to get a permit from Norco City Hall. Needless to say, the permit was denied by Alma Ramos (Assistant Planner). The reason provided by Alma was a single City Municipal Code 18.13.16 - Yard Spaces. The following is a cut and paste from the city municipal code:

Rear Yard. A minimum of 60 feet for any lot with an existing residence upon the effective date of Ordinance 753. For all lots not developed with a primary residence upon the effective date of Ordinance 753, the rear yard setback shall be 100 feet. (Ord. 785, 2001; Ord. 753 § 1, 2000; Ord. 609 Sec. 1, 1990; Ord. 286 Sec. 2 (part), 1974; Ord. 264 Sec. 2 (part), 1973)

Alma told me this code means the rear of the house or any attachments (ie: patio cover) cannot be less than 60 feet from the rear of the home to the rear property line. Because my home is turned to where the front is facing 3rd Street, the rear of my house is almost exactly 60 feet from the rear property line. This would mean I could never build a patio cover without being in violation of Norco Municipal Code 18.13.16

The side yard (the side that faces 3rd Street) has a much larger open area of land, ideal for agriculture. My property would be considered an odd layout because my home is not facing the street my address is on (Buckboard Ln). If my home was facing Buckboard Ln, you could see from an overhead Google Map view, my rear yard would be much larger and have room to meet the municipal code requirement.

**Exhibit "B"**

I was pretty upset that I was being told I could not obtain a permit to legally build my patio cover. Speaking with Alma, she told me my only option was to obtain a variance. The variance fee quoted by Alma was \$2,900. I asked what the variance fee was for and she said, "A processing fee." I couldn't believe it would cost me an additional \$2,900 to build a patio cover that is already going to be approximately \$12,000. My wife and I work full-time and have good jobs. However, with all the cash I have spent on the move, new home, and improvements/repairs, I cannot afford this "processing fee." I plan on financing the majority of the cost of my patio cover and can't come up with any additional cost. Let's be honest and reasonable here, I don't see why I am being asked to pay an additional fee to a permit fee when the area the patio cover is located will never be used for agriculture. According to Steve and Alma, the reason for the municipal code is for agricultural. My pre-existing cemented pool area is never going to have any farm animals on it. The area was built for human beings like my family and I to enjoy. I have the open side yard of 3<sup>rd</sup> Street for any agricultural needs (which is at least three times the size...) and I have the following reasons/synopsis on why my wife and I require a patio cover:

**Energy Savings** - The patio cover will cover three backyard french doors and three large windows. The entire back of the home will be covered with shade from the patio cover. With the extremely hot Norco summers the cooling cost will be cut tremendously.

**Weather Proofing** - The patio cover will also weather proof my three sets of french doors. It will also provide a large shade and rain cover for my family to gather under outside. During this past summer, the sun baked my family when in the pool and patio area.

**Quality of Life** - The experience of being outside in the cooler summer evenings to escape the oven of a house will be priceless. I can see my family and friends sitting comfortably under the patio cover with a nice cool Norco breeze.

**Beautification** - The patio is going to be made of Alumiwood from the number one Alumiwood dealer on the West Coast, Rooms n' Covers. It has a life time guarantee due to the aluminum construction. It is made to look like real wood and will always look amazing from the view of the more heavily travelled 3rd Street.

One week ago on October 31, Joel and I met with Steve King at City Hall and I presented my plans and the above information. We could not see any reason NOT to be allowed to build the patio cover and due to the odd shape of the property, pre-existing cement patio and pool the municipal code to protect agricultural development does not apply here. I happen to work in law and law enforcement and understand there are often many shades of gray with existing laws/codes. My patio cover and municipal code 18.13.16 is one of these gray areas where a blanket code should not apply to the odd layout of my home. The patio cover does not obstruct any neighbor views and would not be a nuisance to anyone.

I am respectfully requesting that a variance be approved to allow my wife and I to receive a permit to build the patio cover of our dreams and the variance fee be waived. I think I have explained the situation well along with reasons why I believe a variance fee should not apply.

Thus far, I have not had a good experience with the City. I don't think I am asking for anything unreasonable by any means. I have through researched and explained my points and plans. I don't see any reason why I should not be allowed to have a permit to build my patio cover. In fact, everyone I speak with from the city can't come up with any reason I should be denied to build my patio cover, except the blanket municipal back yard space code. The fact is, there are always going to be various shapes of property lines, home shapes/designs and code 18.13.16 will not always make sense. Like in my case, the code just simply does not make sense when I still have so much usable yard space on the side of my house because the way the layout was made upon construction in 2001.

Please help me be reassured that this is the great city we thought it was when we recently moved here to live for the rest of our lives. I appreciate your consideration and time.

If you have any questions, please feel free to contact me.

Respectfully,

Derek Emery  
2398 Buckboard Lane  
Norco, CA 92860  
Cell: (626)826-2568

## CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of City Council

FROM: Andy Okoro, City Manager 

PREPARED BY: Michael Daly, IT Manager

DATE: November 20, 2013

SUBJECT: Approval to Declare Various City Assets as Surplus Property

RECOMMENDATION: Declare Various City Assets as Surplus and authorize the City Manager/Director of Finance to dispose of surplus assets through auction, donation to charitable organizations or electronic recycling (e-cycle).

SUMMARY: Staff has identified various obsolete pieces of equipment and other assets that are no longer needed for City operations. It is recommended that the City Council declare the assets as surplus and authorize staff to dispose of them through public auction, donation to charity or electronic re-cycling.

BACKGROUND/ANALYSIS: In the course of business, the City purchases new equipment to replace obsolete items. Other assets simply break down and cannot be repaired or maintained in a cost effective manner. These obsolete equipment/assets have served their useful lives and are either no longer in service or inadequate for City needs due to software upgrades, excessive maintenance cost and normal wear and tear.

FINANCIAL IMPACT: Minimal revenues may be generated through this process and will be credited to the Fund that owns the asset.

J: ao/council reports/staff reports/2013  
Attachment: Surplus List

### **Networking / Computers:**

- 26 - Pentium 4 small form factor pc's
- 5 - Novel Servers
- 1 - Sheriffs Laptop
- 18 - 17 inch computer monitors

### **Phone System:**

- Nortel phone system – Station 47 (22 phones)
- Siemens phone system - City Hall (80 phones)
- ATT phone switch - Station 57 (12 phones)
- ATT phone switch - Public Works (5 phones)
- AVAYA phone switch – Riley Gym (2 phones)
- AVAYA phone switch - Senior Center (4 phones)

### **Printers / Copiers / Scanners:**

- 1 - Xerox work Centre 238 (copier)
- 1 - HP LaserJet 4240n (printer)
- 1 - HP 1505 (printer)
- 1 - HP c8185A (printer)
- 1 - HP cb092A (printer)
- 1 - HP 500 (plotter)

### **Other:**

- 1 - Pioneer DVD recorder
- 1 - tape deck
- 2 - handheld radios
- 2 - Kodak camera
- 1 - old cell phone
- 3 - digital Cameras
- 1 - Cannon P124-P Calculator
- 2 – APC'S Backup power



**RECAP OF ACTIONS TAKEN  
CITY OF NORCO  
PLANNING COMMISSION  
CITY COUNCIL CHAMBERS – 2820 CLARK AVENUE  
REGULAR MEETING  
NOVEMBER 13, 2013**

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CALL TO ORDER: 7:00 p.m.

ROLL CALL: Chair Hedges, Vice Chair Leonard and Commission Member Jaffarian;  
Commission Member Henderson absent

STAFF PRESENT: Planning Director King, Senior Planner Robles and Deputy City Clerk Germain

PLEDGE OF ALLEGIANCE: Chair Hedges

1. APPEAL NOTICE: **Read by staff**
2. PUBLIC COMMENTS: **None**
3. APPROVAL OF MINUTES:
  - ❖ Minutes of Regular Meeting on October 9, 2013
  - Recommended Action: Approval (Deputy City Clerk): Approved 2-0-1-1 (Jaffarian abstained)**
4. CONTINUED PUBLIC HEARINGS:
  - A. **Conditional Use Permit 2012-03 (Planck/International Fellowship of Churches, Inc.; IMF World Missions & International Missions Fellowship):** A request for approval to allow a church campus to include the construction of a 6,136 square-foot main church building and the use of an existing building, on four parcels (APN 129-180-010, -011, -012, -013. All parcels are located on the south side of Second Street, between Parkridge and Western Avenues within the A-1-20 Zone. **Application Withdrawn (Senior Planner): Received and Filed**
  - B. **Zone Code Amendment 2013-03 (City of Norco):** A city-initiated proposal to amend Title 18 "Zoning" of the Norco Municipal code, Chapter 18.02 – Definitions", Section 18.31.08 - "Yard Requirements – Walls, Fences and Structures in Setback Areas" and Section 18.38.22 -"On-site Location of Parking Facilities", to address/revise the definitions of non-commercial vehicle and trailer parking in residential zones. **Recommended Action: Adoption (Planning Director): Recommended approval to the City Council 2-1-0-1 (Hedges). This item will be scheduled for a public hearing before the City Council on December 18, 2013**
5. PUBLIC HEARINGS:
  - A. **Conditional Use Permit 2013-10 (Shank):** A request for approval to allow a detached accessory building consisting of a 1,620 square-foot storage garage at 2615 Corydon Avenue located within the A-1-20 (Agricultural Low-Density) zone. **Recommended Action: Approval (Senior Planner): Approved 3-0-0-1. This action is final unless appealed to the City Council within 10 calendar days**

- B. **Conditional Use Permit 2013-11 (Rafiq):** A request for approval to allow an increase in the number of students allowed for an existing tutoring center located at 1161 Hidden Valley Parkway, Unit 103, within the Norco Hills Specific Plan (NHSP), Neighborhood Commercial District. **Recommended Action: Approval** (Senior Planner): **Approved 3-0-0-1. This action is final unless appealed to the City Council within 10 calendar days**
  
  - C. **Conditional Use Permit 2013-12 (Brother's Towing):** A request to expand the operation of an existing towing company, a non-conforming use, to allow the parking of tow trucks on-site when not in use, on property located at 1674 Elm Drive in the Commercial General (C-G) zone. **Recommended Action: Approval** (Planning Director): **Approved 3-0-0-1, to allow the expansion and to allow the parking of one of each Class A, B and C trucks only. This action is final unless appealed to the City Council within 10 calendar days**
  
  - D. **Conditional Use Permit 2013-13 (Norco Retail Group):** A request to allow a temporary modular unit for use as a construction office and interim sales office for an existing RV rental business located at 2185 Hamner Avenue in the Norco Auto Mall Specific Plan. **Recommended Action: Approval** (Planning Director): **Approved 3-0-0-1, to add a time limit of one year or when Certificate of Occupancy is issued, whichever is first. This action is final unless appealed to the City Council within 10 calendar days**
  
  - E. **Zone Code Amendment 2013-16 (City):** A request to amend Title 18 (Zoning) of the Norco Municipal Code regarding the definitions and/or regulations for second units, emergency shelters, transitional housing, and supportive housing in accordance with state Government Code requirements. **Recommended Action: --** (Planning Director): **Recommended approval to the City Council 3-0-0-1. This Item will be scheduled for a public hearing before the City Council on December 4, 2013**
6. BUSINESS ITEMS:
- A. **Site Plan 2013-22 (White):** A request for approval to allow an 816 square-foot addition to an existing detached accessory storage barn located at 3181 Shadow Canyon Circle located within the A-E (Agricultural Estate) zone. **Recommended Action: Approval** (Senior Planner): **Approved 3-0-0-1, at a maximum height of 14'. This action is final unless appealed to the City Council within 10 calendar days**
  
  - B. **Site Plan 2013-23 (Tuff Shed):** A request for approval to allow a detached accessory building consisting of a 384 square-foot garage at 2984 Temescal Avenue located within the A-1-20 (Agricultural Low-Density) zone. **Recommended Action: Approval** (Senior Planner): **Approved 2-1-0-1 (Leonard). This action is final unless appealed to the City Council within 10 calendar days**

7. CITY COUNCIL MINUTES: **Received and Filed**
  - City Council Special Meeting Minutes of September 25, 2013
  - City Council Regular Meeting Minutes of October 2, 2013
  - City Council Regular Meeting Minutes of October 16, 2013
8. PLANNING COMMISSION:
  - a. Oral Reports from Various Committees: **None**
  - b. Request for Items on Future Agenda (within the purview of the Commission):  
**Received and Filed.**
9. ADJOURNMENT: **8:34 p.m.**

/di/adr

# CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, City Manager 

PREPARED BY: Brenda K. Jacobs, City Clerk 

DATE: November 20, 2013

SUBJECT: **Code Change 2013-05:** Ordinance Replacing Title 15, Chapter 15.09 (Fire Code) of the Norco Municipal Code

RECOMMENDATION: Adopt **Ordinance No. 966** for second reading.

SUMMARY: The first reading of Ordinance No. 966 was held on November 6, 2013 and adopted by the City Council with a 4-0 vote (Hanna - Absent). : The Ordinance will adopt and amend the 2013 edition of the California Fire Code (CFC) which is based on the 2012 International Fire Code (IFC) and replace Chapter 15.09 (Fire Code) of the Norco Municipal Code in its entirety.

Attachment: Ordinance No. 966

## ORDINANCE NO. 966

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA, REPLACING TITLE 15, CHAPTER 15.09 OF THE NORCO MUNICIPAL CODE

WHEREAS, at the regular meeting on November 6, 2013, the Norco City Council conducted a public hearing and received and considered oral and written testimony concerning the proposed code change; and

WHEREAS, the California Health and Safety Code requires cities and counties to adopt building standards that are consistent with those contained in the California Code of Regulations Title 24 ; and

WHEREAS, modifications and/or changes to Chapter 15.09 of the Norco Municipal Code requires findings stating that they are found reasonably necessary because of climatic, geological or topographical conditions in the City of Norco; and

WHEREAS, State law allows local governments to amend California Model Codes, providing the amendments are more restrictive and are necessary in order to provide the highest level of life-safety standards and requires that local governments enforce these code editions.

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

A. California Health & Safety Code, Section 17958.5 and 18941.5 authorize cities and counties to modify the California Building Standards Code by adopting more restrictive standards and modifications if such standards and modifications are accompanied by express findings that they are reasonably necessary because of local climatic, geological or topographical conditions.

B. The City Council of the City of Norco finds that these local climatic, geological or topographical conditions include, but are not limited to, the following:

1. The City is subject to relatively low amounts of precipitation, very low humidity levels and extremely high temperatures. These climatic conditions are conducive to the spread of drought conditions and fires. For example, during July, August and September, temperatures often exceed 100 degrees Fahrenheit. During the same months humidity is usually less than 40% and measurements of less than 10% are not uncommon. These recordings have been documented by the Riverside County Flood Control District and the National Climatic Data Center.

2. The City is subject to extremely strong winds, commonly referred to as "Santa Ana Winds," which can reach speeds of up to 95 miles per hour. In addition, the convergence of the marine shore air flow and the desert air flow create steady winds on a daily basis. Finally, the City is bordered on the south

by steep, rugged, brush-covered mountains and parts of the City contain hilly terrain and mounds, which either contribute to or create gusty wind conditions by causing a natural funneling effect and increasing wind speeds over the City.

3. The City is also subject to moderately strong shaking and surface ruptures from seismic activity in the area. The geologic and seismic setting of the City is dominated by the Chino and Elsinore earthquake faults along the southwest portion of the City and a diversity of bedrock and alluvial soils that may significantly affect the intensity of earthquake shaking. The Elsinore fault is located a short distance southwest of the City, while the Chino fault, which is sub-parallel to the Elsinore fault, is located just inside the City's southwestern boundary. Of the two faults, the Chino fault has the greater potential for surface rupture leading to structural damage of structures in the City. Moreover, the thin alluvial soils found in parts of the City contribute to a moderately high potential for liquefaction in certain areas.

C. The aforementioned geologic and climatic conditions have also contributed to the loss or damage of 450 homes in the Bel Air Fire of 1961, 187 homes in the Chatsworth Fire of 1970, 50 homes in the Mandeville Canyon Fire of 1978, 262 homes in the Anaheim Fire of 1982, 71 homes in the Baldwin Hills Fire of 1985, 33 homes in the Porter Ranch Fire of 1988, 162 homes in the Santa Barbara Fire of 1990, 3300 homes in the Oakland Fire of 1991, hundreds of acres in the nearby Chino Hills State Park Fire of 1997 and most recently, the Corona Triangle / Freeway Complex Fire November 15, 2008 burned 318 properties, burned 30,305 plus acres, destroyed 187 single/multiple family homes, damaged 127 homes, damaged or destroyed four commercial properties.

D. These fires, as well as the Whittier Earthquake of 1987 and Northridge Earthquake of 1994, have resulted in the tragic loss of lives along with enormous property losses.

E. For practicality and cost reasons, many new structures are built of wood (Type V) construction. Many existing structures also have wood shake roofs. The potential for a conflagration exists due to the design and density of current structures.

F. Electrical supply and telephone communication failures occur due to high winds as well as other reasons. Water supply pumps and early notification of a fire cannot always be counted on.

G. Based upon the recommendations of the Fire Chief, the City Council finds that the proposed amendments to the 2013 California Fire Code ("amendments") are more restrictive than the standards adopted by the California Building Standards Commission, would decrease the potential incidence of property damage, injury and death due to fires and earthquakes, and are reasonable and necessary to mitigate the aforementioned local climatic, geologic or topographical conditions.

NOW THEREFORE, the City Council of the City of Norco does hereby DETERMINE, ORDER, AND RESOLVE as follows:

SECTION 1. Chapter 15.09 (FIRE CODE) of the City of Norco Municipal Code is hereby repealed and replaced in its entirety to read as attached in Exhibit "A".

SECTION 2. Modifications and/or changes to Chapter 15.09 are found reasonably necessary because of climatic, geological or topographical conditions in the City of Norco.

SECTION 3: SEVERABILITY: If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, subsections, sentences, clauses, or phrases hereof irrespective of the fact that any one or more of the sections, subsections, sentences, clauses, or phrases hereof be declared invalid or unconstitutional.

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

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held on November 20, 2013.

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Mayor of the City of Norco, California

ATTEST:

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

I, BRENDA K. JACOBS, City Clerk of the City of Norco, California, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Norco, California, duly held on November 6, 2013 and thereafter at a regular meeting of said City Council duly held on November 20, 2013, it was duly passed and adopted by the following vote of the City Council.

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Norco, California, on November 20, 2013.

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

Attachment: Exhibit "A"

# CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, City Manager 

PREPARED BY: Brenda K. Jacobs, City Clerk 

DATE: November 20, 2013

SUBJECT: **Zone Code Amendment 2013-15 (City of Norco):** A Request to Amend the Housing Development Overlay (HDO) Zone Density Allowances.

RECOMMENDATION: Adopt **Ordinance No. 967** for second reading.

SUMMARY: The first reading of Ordinance No. 967 was held on November 6, 2013 and adopted by the City Council with a 3-1 vote (Hanna – Absent; Sullivan -- No). : The Ordinance approves Zone Code Amendment 2013-15 to adjust the density allowances within the Housing Development Overlay (HDO) zone in accordance with the General Plan Housing Element 2014-2021 update..

Attachment: Ordinance No. 967

## ORDINANCE NO. 967

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA APPROVING ZONE CODE AMENDMENT 2013-15 AMENDING CHAPTER 18.63 (HOUSING DEVELOPMENT OVERLAY ZONE) WITH ANY RELATED CROSS-REFERENCES IN OTHER CHAPTERS AS NEEDED TO ADJUST THE DENSITY ALLOWANCES TO BE CONSISTENT WITH HOUSING ELEMENT 2014-2021. ZONE CODE AMENDMENT 2013-15**

WHEREAS, the CITY OF NORCO initiated Zone Code Amendment 2013-15, an amendment to Norco Municipal Code Title 18 (Zoning Code), Chapter 18.63 (Housing Development Overlay Zone); and

WHEREAS, the Zone Code Amendment was duly submitted to said City's Planning Commission for decision at a public hearing for which proper notice was given; and

WHEREAS, the Zone Code Amendment was scheduled for public hearing at a regular adjourned meeting on October 9, 2013 on or about 7 p.m. in the Council Chambers at 2820 Clark Avenue, Norco, California 92860; and

WHEREAS, at the time set, the Planning Commission held a public hearing and received both oral and written testimony pertaining to the Zone Code Amendment; and

WHEREAS, based on findings of fact the Planning Commission adopted Resolution 2013-37 recommending that the City Council approve Zone Code Amendment 2013-15; and

WHEREAS, Zone Code Amendment was duly submitted to the City of Norco City Council for decision at a public hearing for which proper notice was given; and

WHEREAS, said Zone Code Amendment was scheduled for public hearing on November 6, 2013 on or about 7 p.m. in the City Council Chambers, 2820 Clark Avenue, Norco, California; and

WHEREAS, at the regular meeting, said City Council held a public hearing and considered both oral and written testimony pertaining to said Code Change; and

WHEREAS, the City of Norco acting as the Lead Agency has determined that the project is consistent with the environmental determination of the Negative Declaration for the Housing Element 2008-2014 and an Addendum to the Negative Declaration is adopted.

NOW, THEREFORE, the City Council of the City of Norco, does hereby find as follows:

- A. The proposed Zone Code Amendment is consistent with, and not contrary to, the Norco General Plan or the Zoning Code since the project amends the Housing Development Overlay (HDO) Zone to be consistent with the Housing Element 2014-2021 of the General Plan.
- B. The HDO zone is necessary as it is intended to facilitate and encourage the development of affordable housing consistent with the requirements of State Government Code Article 10.6 (65580) and the Norco General Plan Housing Element.
- C. The HDO zone is intended to facilitate the development of affordable housing within a mixed-use context while taking into account the community's small plot agricultural/animal-keeping/equestrian lifestyle.
- D. The City of Norco, acting as Lead Agency, has determined that the project is within the parameters of the Negative Declaration adopted for General Plan Housing Element 2008-2014 and an Addendum to the Negative Declaration is adopted.

NOW, THEREFORE, the City Council of the City of Norco, does hereby approve as follows:

SECTION 1: Chapter 18.63 "Housing Development Overlay Zone", is hereby amended as follows:

#### Chapter 18.63

#### HOUSING DEVELOPMENT OVERLAY (HDO) ZONE

Sections:

- 18.63.02 Intent and Purpose.
- 18.63.04 Applicability.
- 18.63.06 Uses.
- 18.63.08 Density Bonus
- 18.63.10 Existing Development.
- 18.63.12 HDO Specific Plan Requirement.
- 18.63.14 Establishment of HDO Zone

#### 18.63.02 Intent and Purpose.

The Housing Development Overlay (HDO) zone is intended to facilitate and encourage the development of affordable housing consistent with the requirements of State Government Code Article 10.6 (65580) and the Norco General Plan Housing Element. The HDO zone will apply to specific properties within the City as shown on the official City of Norco Zoning Map and will require a HDO Site Plan to guide development on

each site. The HDO zone is intended to facilitate the development of affordable housing within a mixed-use context while taking into account the community's small plot agricultural/animal-keeping/equestrian lifestyle.

#### 18.63.04 Applicability.

The regulations and general rules set forth in Chapter 18.47 (Amendments and Zone Changes) shall apply to the HDO zone. The regulations provide for a review of the proposed uses and the comprehensive development plans on existing lots. When the HDO zone is applied to a property through the zone change process, the property so zoned shall be so named and consecutively numbered with the underlying zone in parenthesis added as a suffix on the official zoning map. For example: HDO-1 (C-G) would be the first HDO zone with an underlying zoning of Commercial General (C-G).

Where a conflict occurs between the requirements of this chapter and other City requirements, this Chapter shall apply. Any proposed project including, but not limited to, the division of land, site plan or any grading wholly or partially within a HDO zone shall be subject to the provisions of this Chapter.

#### 18.63.06 Establishment of an HDO Zone.

A HDO zone may be initiated upon motion by the Planning Commission, City Council, or at the request of the property owner in accordance with the procedures set forth in Chapter 18.47 (Amendments and Zone Changes).

#### 18.63.08 Uses.

Upon approval of an HDO Site Plan, the following category of uses may be permitted:

##### (1) Residential Development:

(a) Residential development may include the development of single family homes, multi-family homes, condominiums, townhomes, courtyard housing and other similar forms of housing and shall be developed at a density of 20-30 dwelling units per acre.

(b) At least fifty (50) percent of the City's lower income Regional Housing Needs Allocation (RHNA) must be accommodated on land designated exclusively for residential uses. To meet this State requirement, at least fifty (50) percent of the acreage identified within a HDO Site Plan area must be used for exclusively residential uses at a density of 20-30 dwelling units per acre.

(c) Residential development up to a maximum 35 dwelling units per acre may be permitted if a density bonus is awarded as described in Section 18.63.10.

(2) Non-Housing Development:

(a) After the City's lower income Regional Housing Needs Allocation (RHNA) requirement has been met per requirements of 18.63.08.1(b), any remaining acreage may be identified for the development of mixed use, additional residential uses, and/or non-residential uses as permitted by the underlying zone.

When the HDO zone is applied to a property, mixed use development is permitted and residential development at 20-30 dwelling units per acre is required on acres specified in the HDO Site Plan. All parcels approved as a HDO zone must meet the requirements for residential development before non-residential uses, as permitted in the underlying zoning, are allowed. City staff reserves the right to review all non-residential uses for compatibility with the required residential densities and uses as part of the site plan review process.

If a project is proposed to be developed in phases, the required residential development must be developed prior to proposed mixed use and/or non-residential development.

18.63.10 Density Bonus.

To encourage and facilitate the development of affordable housing, a density bonus may be awarded to projects that provide equestrian facilities in conjunction with development of a HDO zone. If an applicant chooses to provide such facilities, a density bonus allowing residential development of up to a maximum thirty-five (35) dwelling units per acre may be awarded. A proposed density bonus will be evaluated by the Planning Commission as part of the HDO Site Plan review process.

The intent of the density bonus is to expand the animal-keeping lifestyle to all economic segments of the regional population. The inclusion of equestrian facilities will help preserve and maintain the equestrian character and rural nature of the City while accommodating the affordable housing needs of the community.

18.63.12 Existing Development.

Legal uses, lots, and structures existing prior to the adoption of the HDO zone for a property in question which are not consistent with the standards and requirements of the HDO zone shall be deemed non-conforming and subject to the provisions of Chapter 18.39 (General Provisions – Non-Conforming Uses, Lots, and Structures).

18.63.14 HDO Site Plan Requirement.

Any development in an HDO zone shall be subject to approval of an HDO Site Plan numbered consistently with the HDO zone and subject to the same review process as a Site Plan per Chapter 18.40 (Site Plan

Review). To assure that the requirements of this chapter are properly met and HDO zoned properties are comprehensively planned and affordable housing encouraged, a HDO Site Plan must be in effect prior to the approval of any subdivision of land, any grading of property that would require a grading permit, and any construction that would require a building permit, excepting therefrom any work done by the City or other public agency for the protection of public health, safety, or general welfare.

Consistent with Chapter 18.40 (Site Plan Review) a HDO Site Plan submittal shall depict and contain, but is not limited to, the following:

- (1) Lot Dimensions.
- (2) All existing and proposed buildings and structures, including their location, size, height, proposed use, design and construction material.
- (3) All existing and proposed yards and spaces between buildings and structures.
- (4) All existing and proposed walls, fences and landscaping including the location, height, area, nature and type of design and material composition for the walls and fences and the type landscaping vegetation and irrigation system proposed for such.
- (5) All existing and proposed off-street parking, including the location, number of parking spaces, dimensions of the entire parking area and individual parking spaces, the arrangement of spaces, internal circulation pattern for pedestrian, equestrian, and vehicular traffic, and the landscaping thereof.
- (6) All existing and proposed access to the lot, including pedestrian, equestrian, and vehicular access; the points of ingress and egress to the lot, the width, location and description of the access areas and of the streets from which access and ingress is proposed.
- (7) All existing and proposed loading, including the location, area dimensions, number of loading spaces and the internal vehicular traffic circulation on the site for loading vehicles.
- (8) All existing and proposed lighting, including the location and general nature of both offsite and onsite lighting; the proposed intensity thereof and diffusion thereof.
- (9) All existing and proposed street or trail dedications, and improvements thereon, including the location, and nature of street or trail improvements.
- (10) All existing and proposed outdoor and indoor storage activities, including but not limited to the nature of such storage, its location, proposed height and type of screening for such including the design and material composition thereof.

(11) All existing and proposed drainage and grading onsite and offsite, including the location of the drains, their type and dimensions.

(12) A land use plan is required to illustrate the proposed location of uses on each HDO site and must specifically demonstrate where the required residential uses will be located on the site, the proposed densities, housing product types, and the relationship to the other uses on the site.

(13) A detailed list with descriptions of individually uses permitted or conditionally permitted within the proposed HDO zone. When a use is not permitted by the underlying zone, including residential and/or mixed uses, development and design standards must be provided by the applicant. Proposed standards for residential and mixed uses should facilitate the development of housing to meet the required densities and to encourage a variety of housing types.

(14) Elevations and illustrative drawings of the proposed development.

(15) If applicable, a phasing plan must be submitted showing how project development will occur.

(16) Such other data as may be required by the Planning Director to enable the Planning Commission to make a proper review and take action thereon.

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

SECTION 3: SEVERABILITY: If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. The Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, and phrase, hereof, irrespective of the fact that any one or more of the sections, subsections, sentences, clauses, or phrases hereof be declared invalid or unconstitutional.

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

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held on November 20, 2013.

\_\_\_\_\_  
Mayor of the City of Norco, California

ATTEST:

\_\_\_\_\_  
Brenda K. Jacobs, CMC, City Clerk  
City of Norco, California

I, BRENDA K. JACOBS, City Clerk of the City of Norco, California, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Norco, California, duly held on November 6, 2013 and thereafter at a regular meeting of said City Council duly held on November 20, 2013, it was duly passed and adopted by the following vote of the City Council:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Norco, California, on November 20, 2013.

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

# CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, City Manager 

PREPARED BY: Brenda K. Jacobs, City Clerk 

DATE: November 20, 2013

SUBJECT: **Code Change 2013-04 for Chapter 9.24:** Ordinance to allow for mini-satellite, pari-mutuel wagering on horse racing to operate as an ancillary use to a full-service restaurant.

RECOMMENDATION: Adopt **Ordinance No. 968** for second reading.

SUMMARY: The first reading of Ordinance No. 968 was held on November 6, 2013 and adopted by the City Council with a 4-0 vote (Hanna – Absent). : The project is a request for a Code Change to allow a mini-satellite off-track wagering facility as an ancillary facility to a restaurant that has already been approved by the Planning Commission. The Norco Municipal Code currently does not allow wagering so the Code Amendment is needed for the restaurant project to move forward as approved.

Attachment: Ordinance No. 968

## ORDINANCE NO. 968

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA APPROVING CODE CHANGE 2013-04 AMENDING CHAPTER 9.24 "PEACE, SAFETY, AND MORALS" WITH ANY RELATED CROSS-REFERENCES IN OTHER CHAPTERS AS NEEDED TO ALLOW MINI-SATELLITE OFF-TRACK PARI-MUTUEL WAGERING FOR HORSE RACES AS AN ANCILLARY USE TO AN OTHERWISE PERMITTED PRIMARY USE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CALIFORNIA HORSE RACING ACT AS REGULATED BY THE CALIFORNIA HORSE RACING BOARD. CODE AMENDMENT 2013-01.**

WHEREAS, S&S VENUES, CA LLC initiated Code Change 2013-04 to amend Chapter 9.24 "Gaming" with any related cross references in other Chapters as needed, to amend and update to allow mini-satellite off-track pari-mutuel wagering for horse races as an ancillary use to an otherwise permitted primary use in accordance with the requirements of the California Horse Racing Act as regulated by the California Horse Racing Board; and,

WHEREAS, Code Change 2013-04 was duly submitted to the City of Norco City Council for decision at a public hearing for which proper notice was given; and

WHEREAS, said Code Change was scheduled for public hearing on November 6, 2013 on or about 7 p.m. in the City Council Chambers, 2820 Clark Avenue, Norco, California; and

WHEREAS, at the regular meeting, said City Council held a public hearing and considered both oral and written testimony pertaining to said Code Change; and

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

NOW, THEREFORE, the City Council of the City of Norco, does hereby find as follows:

- A. The proposed Code Change will not be inconsistent with, or contrary to, the General Plan or the Municipal Code since the project updates existing regulations regarding mini-satellite off-track pari-mutuel wagering facilities as ancillary facilities.
- B. The project (proposed amendment) has been determined to be exempt from the California Environmental Quality Act and the City of Norco Environmental Guidelines.

NOW, THEREFORE, the City Council of the City of Norco, does hereby approve as follows:

SECTION 1: Chapter 9.24 "Gaming", Section 9.24.30 "Poolrooms-Bookmaking" of the Norco Municipal Code is hereby amended as follows:

Section 9.24.030 Pool rooms--Bookmaking.

No person either as principal, agent, employee or otherwise, shall let or lease any telegraph or telephone line or wire knowing that it is to be used for the purpose of conducting or carrying on a pool room, or for the purpose of conducting the business of making books or selling pools on races or other contests, or of betting or laying of wagers upon the result of any race or contest. No person shall transmit any message over any telephone or telegraph line or wire owned, controlled or leased by any person engaged in conducting or carrying on a pool room or in conducting the business of making books or selling pools on races or other contests, or of betting or laying of wagers upon the result of any race or contests, knowing that such message is to be used in conducting or carrying on such pool room or business. Section 9.24.030 shall not apply to any activity related to the operations of a mini-satellite facility for pari-mutuel wagering on horse racing operating as an ancillary use to a full-service restaurant that is otherwise permitted by the City Zoning Code, and for which all required City permits have been issued. For purposes of this Section, ancillary shall be defined as not more than 30 percent of the total floor area open to the general public.

Chapter 9.24 "Gaming", Section 9.24.40 "Horse Racing Lists" of the Norco Municipal Code is hereby amended as follows:

9.24.040 Horse racing lists.

It is unlawful for any person, firm or corporation to have in his or its possession in the city any written or printed form, chart, table, list, sheet, circular or publication of any kind, giving or purporting to give, or represented as giving, any list or probable or possible list, of entries for any horse race or other contest thereafter anywhere to take place or which is anywhere taking place, if there be written or printed or published as part thereof, or in connection therewith, or in any other publication, printing or writing accompanying the same or referring thereto or connected therewith, any tip, information, prediction, or selection of, or advice as to, or any key, cipher, or cryptogram indicating, containing or giving any tip, information, publication or selection of, or advice as to the winner or probable winner, or a loser or probable loser, or the result or probable result of any such race or other contest or the standing or probable standing of any horse or other contestant, or the actual, probable or possible state, past, present, or future, of the betting, wagering or odds upon or against any horse or other contestant named in such list, or probable or possible list, of entries unless the names of such horses or other contestants shall be arranged in such list, in alphabetical order, and shall all be printed in type of the same size and face and of identical

appearance, and shall all be printed flush with the left side of the column in which the same are printed, or all an equal distance therefrom. Section 9.24.040 shall not apply to any activity related to the operations of a mini-satellite facility for pari-mutuel wagering on horse racing operating as an ancillary use to a full-service restaurant that is otherwise permitted by the City Zoning Code, and for which all required City permits have been issued. For purposes of this Section, ancillary shall be defined as not more than 30 percent of the total floor area open to the general public.

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

SECTION 3: SEVERABILITY: If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. The Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, and phrase, hereof, irrespective of the fact that any one or more of the sections, subsections, sentences, clauses, or phrases hereof be declared invalid or unconstitutional.

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

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held on November 20, 2013.

\_\_\_\_\_  
Mayor of the City of Norco, California

ATTEST:

\_\_\_\_\_  
Brenda K. Jacobs, CMC, City Clerk  
City of Norco, California

I, BRENDA K. JACOBS, City Clerk of the City of Norco, California, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Norco, California, duly held on November 6, 2013 and thereafter at a regular meeting of said City Council duly held on November 20, 2013, it was duly passed and adopted by the following vote of the City Council:

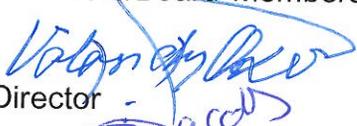
AYES:  
NOES:  
ABSENT:  
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Norco, California, on November 20, 2013.

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

**CITY COUNCIL/  
SUCCESSOR AGENCY TO THE  
NORCO COMMUNITY REDEVELOPMENT AGENCY  
STAFF REPORT**

TO: Mayor/Chairperson and City Council Members/Board Members of the Successor Agency

FROM: Andy Okoro, City Manager/Executive Director 

PREPARED BY: Brenda K. Jacobs, CMC, City Clerk/Secretary 

DATE: November 20, 2013

SUBJECT: Resolutions Approving the Governmental Purpose Property Quitclaim Deed Transfer of APNs 126-120-033 & 034 from the Successor Agency to the Norco Community Redevelopment Agency to the City of Norco

RECOMMENDATION: Staff recommends that the Successor Agency, as Grantor, adopt the following resolution transferring the former Norco Community Redevelopment Agency governmental purpose property to the City of Norco:

Adopt **SA Resolution No. 2013-01 and Resolution No. 2013-63**, approving the governmental purpose property Quitclaim Deed transfer of APNs 126-120-033 & 034 from the former Norco Community Redevelopment Agency to the City of Norco.

**SUMMARY:** At its meeting held on July 16, 2013, the Oversight Board to the Successor Agency of the Norco Community Redevelopment Agency (the "Oversight Board") unanimously approved the Long-Range Property Management Plan (the "LRPMP"). The LRPMP included a section regarding the proposed disposition of the assets owned by the former Norco Community Redevelopment Agency, including two remnant parcels known as APNs 126-120-033 & 034. The LRPMP proposed quitclaiming the two remnant parcels to the City of Norco for governmental purposes, in accordance with the terms of Health and Safety Code Section 34181(a), as they are specified for street purposes. As the City has received a letter from the Department of Finance approving its submitted LRPMP, staff is recommending that the Successor Agency Board approve quitclaiming the two parcels to the City of Norco.

**BACKGROUND/ANALYSIS:** On July 16, 2013 the Oversight Board discussed and further approved the proposed LRPMP be submitted to the Department of Finance (the "DOF") for its approval. The LRPMP included the required information regarding the inventory of real property transferred from the former Norco Community Redevelopment Agency and owned by the Successor Agency. This inventory is organized to address the specific inventory subsections listed in health and Safety Code Section 34191.5(c)(1).

Approval to Quitclaim APNs 126-120-033 & 034 to the City of Norco

Page 2

November 20, 2013

Included in the LRPMP was information regarding the assets, as well as the proposed disposition of the parcels. APNs 126-120-033 & 034 (.110 acres -- 4,791 sq. ft.), located on the south side of West Four Wheel Drive, were purchased for public street and road purposes and were included in the purchase of a larger 1.63-acre vacant lot located on West Four Wheel Drive behind 2100 Hamner Avenue.

The recommended disposition for APNs 126-120-033 & 034 was as follows:

**APNs 126-120-033 & 034**

The Successor Agency will quitclaim the two remnant parcels to the City of Norco for governmental purposes, in accordance with the terms of Health and Safety Code Section 34181(a), as they are specified for street purposes.

On October 23, 2013, staff received a letter from the DOF approving the submitted LRPMP and proposed disposition of the properties thereto.

Staff is recommending that the Successor Agency/City Council approve the resolution quitclaiming APNs 126-120-033 & 034 to the City of Norco for governmental purposes.

Attachment: Resolutions

## SA RESOLUTION NO.2013-01

### RESOLUTION OF THE CITY OF SUCCESSOR AGENCY TO THE NORCO REDEVELOPMENT AGENCY QUITCLAIMING ASSESSOR PARCEL NUMBERS 126-120-033 & 034 TO THE CITY OF NORCO

WHEREAS, Assessor Parcel Numbers ("APNs") 126-120-033 & 034 are remnant parcels consisting of .110 acres or 4,791 sq. ft. and owned by the Former Norco Community Redevelopment Agency; and

WHEREAS, in accordance with AB 1484, the Oversight Board submitted a Long-Range Property Management Plan ("LRPMP") to the Department of Finance ("DOF") regarding the proposed disposition of property held for resale and owned by the former Norco Community Redevelopment Agency; and

WHEREAS, the LRPMP proposed that the Successor Agency quitclaim APNs 126-120-033 & 034 to the City of Norco for governmental purposes, in accordance with the terms of Health and Safety Code Section 34181(a), as they are specified for street purposes; and

WHEREAS, a letter dated October 23, 2013 was received from the DOF approving the submitted LRPMP.

NOW, THEREFORE, BE IT RESOLVED that the Successor Agency does hereby resolve, determine, and order as follows:

SECTION 1. The Successor Agency does hereby authorize and agree to Quitclaim APNs 126-120-033 & 034 to the City of Norco.

PASSED AND ADOPTED by the Successor Agency at a regular meeting held on November 20, 2013.

---

Chairman

ATTEST:

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

I, BRENDA K. JACOBS, City Clerk/Secretary of the Successor Agency, do hereby certify that the foregoing Resolution was adopted by the Successor Agency at a regular meeting thereof held on November 20, 2013, by the following vote of the Successor Agency:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand affixed the official seal of the City of Norco, California, held on November 20, 2013.

---

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

## RESOLUTION NO.2013-63

### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA, QUITCLAIMING ASSESSOR PARCELS 126-120-033 & 034 FROM THE SUCCESSOR AGENCY TO THE NORCO COMMUNITY REDEVELOPMENT AGENCY TO THE CITY OF NORCO

WHEREAS, Assessor Parcel Numbers ("APNs") 126-120-033 & 034 are remnant parcels consisting of .110 acres or 4,791 sq. ft. and owned by the Former Norco Community Redevelopment Agency; and

WHEREAS, in accordance with AB 1484, the Oversight Board submitted a Long-Range Property Management Plan ("LRPMP") to the Department of Finance ("DOF") regarding the proposed disposition of property held for resale and owned by the former Norco Community Redevelopment Agency; and

WHEREAS, the LRPMP proposed that the Successor Agency quitclaim APNs 126-120-033 & 034 to the City of Norco for governmental purposes, in accordance with the terms of Health and Safety Code Section 34181(a), as they are specified for street purposes; and

WHEREAS, a letter dated October 23, 2013 was received from the DOF approving the submitted LRPMP.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Norco does hereby resolve, determine, and order as follows:

SECTION 1. . The City of Norco does hereby authorize and agree to Quitclaim APNs 126-120-033 & 034 from the Successor Agency to the Norco Community Redevelopment Agency to the City of Norco.

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held on November 20, 2013.

\_\_\_\_\_  
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 November 20, 2013, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand affixed the official seal of the City of Norco, California, held on November 20, 2013.

---

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

Recording Requested By and When  
Recorded Mail this Quit Claim Deed  
And All Tax Statements To:

City of Norco  
Attention: Brenda K. Jacobs, City Clerk  
2870 Clark Avenue  
Norco, California 92860

(Space above this line is for Recorder's use.)

**QUITCLAIM DEED**

Exempt: Government Code Section 6103

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the **SUCCESSOR AGENCY TO THE NORCO COMMUNITY REDEVELOPMENT AGENCY** ("Grantor"), a public body, corporate and politic, hereby quitclaims to the **CITY OF NORCO** ("Grantee"), a municipal corporation, organized and existing pursuant to California law, all interest in that certain real property located in the County of Riverside, State of California, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, this instrument is executed as of this 20th day of November, 2013.

GRANTOR: SUCCESSOR AGENCY TO THE  
NORCO COMMUNITY REDEVELOPMENT AGENCY

By: \_\_\_\_\_  
Kathy Azevedo, Chairman

State of California  
County of Riverside

On \_\_\_\_\_, before me, **Brenda K. Jacobs**, Notary Public, personally appeared **Kathy Azevedo**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

(Seal)

EXHIBIT "A"  
LEGAL DESCRIPTION  
APNs **126-120-033 & 034**

APN 126-120-033:

.10 ACRES M/L IN POR LOT 3 BLK 7 MB 006/074 RIVERSIDE ORANGE  
HEIGHTS TR

APN 126-120-034:

.01 ACRES M/L IN POR LOT 3 BLK 7 MB 006/074 RIVERSIDE ORANGE  
HEIGHTS TR

WHEN RECORDED RETURN TO:

**CITY OF NORCO  
2870 CLARK AVENUE  
NORCO CA 92860**

**ATTENTION: CITY CLERK**

**CITY OF NORCO  
CERTIFICATE OF QUITCLAIM DEED ACCEPTANCE  
APNs 126-120-033 & 034**

This is to certify that the interest in real property conveyed by the Quitclaim Deed thereto dated November 20, 2013 from the Successor Agency to the Norco Community Redevelopment Agency (the "Successor Agency") to the City of Norco, a municipal corporation, is hereby accepted by the undersigned officer or agent on behalf of the City of Norco pursuant to authority conferred by Resolutions of the Successor Agency and the Norco City Council, and consent to recordation thereof by its duly authorized officer.

Said acceptance is pursuant the action of the Successor Agency and the Norco City Council on November 20, 2013, as reflected in SA Resolution No. 2013-01 and Resolution No. 2013-63.

DATED: November 20, 2013

CITY OF NORCO, a Municipal Corporation

---

Kathy Azevedo, Mayor  
City of Norco, California

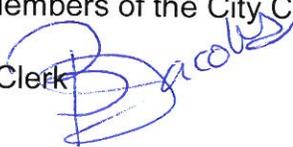
ATTEST:

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Brenda K. Jacobs, CMC, City Clerk

# CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Brenda K. Jacobs, City Clerk 

DATE: November 20, 2013

SUBJECT: **CONTINUED:** Appointment to Fill One Unscheduled Vacancy Seat on the Planning Commission

RECOMMENDATION: Staff recommends that the City Council make one appointment to the Planning Commission.

**SUMMARY:** At its meeting held on November 6, 2013, the four City Council Members present (Mayor Pro Tem Hanna was absent) voted by ballot to make one appointment to the Planning Commission. The voting resulted in a tie. Therefore, the City Council voted to continue this item to the November 20, 2013 City Council meeting at which time Mayor Pro Tem Hanna will be present.

**BACKGROUND/ANALYSIS:** The City Clerk received written notice from Bob Wright that he has resigned from the Planning Commission effective October 10, 2013. The resignation created an unscheduled vacancy on the Planning Commission to fill the term through June of 2015. A press release for immediate release was posted and published on September 24, 2013 soliciting applications to fill the vacancy. The deadline for receipt of applications was 6 p.m. on Thursday, October 24, 2013. No applications were accepted after the posted deadline.

Service on the Planning Commissions is a 4-year term; you must be a permanent resident of Norco, 21 years of age, a citizen of the U.S., take the oath of office, and never convicted of a felony. An appointment to a commission is an honor and a responsibility. The City Council has confidence in the judgment and integrity of its appointees and relies on them for information and recommendations on specific matters.

The following applications (in alphabetical order) were received from which the Council will make its recommendation and appointment:

- Brandon Barnett
- Raul Gurrola
- Ted Hoffman
- James M. Wilson
- Christopher Douglas Young

At its November 6, 2013 meeting, the City Council was presented with a ballot to vote for one appointment to the Planning Commission. The voting resulted in a tie vote, with two votes for Ted Hoffman and two votes for James M. Wilson. Following the tie result, the City Council unanimously voted to continue this item to the November 20, 2013 meeting in order to allow for a vote from Mayor Pro Tem Hanna. The voting process will begin with a clean ballot including all five (5) applicants.

*Applications are on file in the Office of the City Clerk*

## CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, City Manager 

DATE: November 20, 2013

SUBJECT: Resolution Approving an Amended and Restated Agreement between the City of Norco and USA Waste of California, Inc. for the Provision of Integrated Waste Management Services

RECOMMENDATION: Adopt **Resolution No. 2013-64**, approving an amended and restated agreement between the City of Norco and USA Waste of California for the provision of integrated waste management services.

SUMMARY: The current exclusive franchise agreement extension with USA Waste of California for waste collection, transportation and disposal services is set to expire on December 31, 2013. On March 25, 2013, staff conducted a public study session during which presentations were made by staff and USA Waste of California regarding the existing franchise agreement and potential benefits for contract renewal. On May 15, 2013, a similar presentation was made during the City Council meeting and the City Council approved a six (6) month contract extension, and further directed staff to negotiate a long-term contract with USA Waste of California for the provision of integrated waste management services. This decision was based on the residents' positive customer service experience with USA Waste of California and USA Waste of California's industry leadership, financial strength and commitment to meeting the needs of the City, its residents and businesses while offering competitive and stable rates.

Following the completion of a tentative contract negotiation, another public workshop was held on September 25, 2013 to review the key terms and conditions of the proposed contract and to discuss USA Waste of California's proposed service rates. Following the presentation, the City Council directed staff to initiate the Proposition 218 Protest Hearing process to notify rate payers of the new proposed contract service rates. In compliance with Article XIID of the California State Constitution and the Proposition 218 Omnibus Implementation Act, the City has notified all affected rate payers of the proposed refuse, recycling, green waste and manure collection and disposal services and rates. Staff is now recommending that the City Council conduct the Proposition 218 Hearing and that at the end of the hearing; approve a new contract with USA Waste of California for the provision of integrated waste management services. The recommended term of the new contract is ten (10) years with the option to renew for additional five (5) years.

BACKGROUND/ANALYSIS: On March 18, 1993, the City Council approved a solid waste collection, transportation and disposal agreement with Western Waste Industries. The amended contract was approved with USA Waste of California, Inc. on April 15, 1998 for 15 years with a 5 year renewal option. The 15 year term expired on June 30, 2013. On May 15, 2013, the City Council approved an interim extension through December 31, 2013 pending negotiation of new contract.

### **The Road to Proposition 218 Protest Hearing**

On March 25, 2013, City staff and USA Waste of California staff held a public (with members of the public present) study session with the City Council to discuss the soon to expire exclusive franchise agreement with Western Waste. During the Study Session, the following issues were discussed:

- Impact of various state legislations on waste collection and disposal practices including mandatory commercial recycling requirements, landfill diversion requirements, and fleet requirements;
- Uniqueness of waste and manure collections in Norco versus other jurisdictions;
- New programs to be offered by USA Waste of California under a potential new contract;
- Scout service – various options were discussed regarding how best to distribute and recover the cost of scout service with the least immediate impact on users and non users of scout service;
- Long-term manure and waste disposal capacity challenges and potential solutions;
- Service rate comparison to agencies serviced by USA Waste of California and other service providers; and
- Customer service experience with USA Waste of California.

At the conclusion of the public study session and based on USA Waste of California's ability to meet legal requirements; understanding of the uniqueness of providing horse friendly service to "Horsetown USA", superior customer service experience; flexibility to dealing with scout service rate issues; competitive rates; industry leadership experience; financial stability; ability to meet the City's long-term manure and waste disposal challenges; and new service options, the City Council directed staff to commence negotiations with USA Waste of California.

On May 15, 2013, as staff was still negotiating a new contract with USA Waste of California and the existing contract was about to expire on June 30, 2013, staff recommended and City Council approved a six (6) month contract extension pending the completion of negotiations on a new contract.

Following the completion of a tentative new contract negotiation, staff conducted another public study session with City Council on September 25, 2013. During the study session, staff covered essentially the same information that was covered on March 25, 2013 and on May 15, 2013 during a presentation to City Council.

### **Scout Service**

The September 25, 2013 study session presentation included specific recommendations regarding how to structure scout service rates. These recommendations were based on the understanding that effective manure collection and removal is instrumental in helping the City meet State diversion requirements and thus helps keep overall rates low for all rate payers. Outlined below is a summary of the rate structure for scout service.

- The current cost of scout service estimated at \$329,000 annually will be phased in over three (3) years so that full cost recovery will not occur until year three;
- During the phase-in period, 50% of the cost will be recovered from all rate payers while the remaining 50% will be recovered from residents who directly use scout service; and
- Under this proposed rate structure, a typical/average scout service user will pay an additional \$6 per month during the first year and \$18 per month when the fee is fully phased in by the third year. A typical residential customer will see their cost go up by \$0.29 per month in the first year and \$0.87 by the third year due to scout service costs.

### **Request for Proposals Solicitation Option:**

During the two public study sessions, the option of a competitive selection process through solicitation of Request for Proposals (RFP) was discussed and considered, but it was determined that due to the various reasons previously cited in this report that it is in the best interest of the City, its residents and businesses to negotiate a new franchise agreement with USA Waste of California. In summary, the decision to negotiate a new franchise agreement with USA Waste of California was based on the City's positive experience with the level of services provided and the rates charged. There is no absolute way of quantifying what potential competitors to USA Waste would offer in a new contract. This unknown element presents the risk that the City could end up with lower service standards at costs that exceeds what USA Waste of California is willing to offer under the same terms and conditions. Additionally, there is a chance that the City could enter into a long-term contract with a potential service provider who may not be around to fulfill the length of the contract. USA Waste of California is known to staff, residents and businesses in terms of their understanding of the community; service

standards; financial strength and stability; legal compliance; community partnership; capacity to fulfill the terms of any contract; and ability to deliver competitive rates and flexible services.

As an incentive to a new franchise agreement, USA Waste of California is assuring availability of disposal facilities during the term of this proposed contract. They have also committed to continuing to be a strong partner in all community events; implementation of new program enhancements; and additional new rate structure for seniors. Over the last three years, many neighboring jurisdictions have re-negotiated franchise agreements with USA Waste of California in lieu of solicitation for potential new franchise haulers.

Based on these attributes, staff recommends that City Council adopt a resolution approving an amended and restated franchise agreement between the City of Norco and USA Waste of California for integrated waste management services provided written protests are not received from a majority of affected rate payers.

**FINANCIAL IMPACT:** Currently, the City receives about \$460,000 annually from USA Waste of California on the existing franchise agreement. Under the proposed agreement the City will receive an annual franchise fee of \$1,044,000 which will be deposited into the City's General Fund. The franchise fee is a form of rent paid by USA Waste of California for the use of public streets and roadways. The franchise fee is intended to help the City recover the time spent overseeing the franchise agreement, ensuring compliance with state and federal waste disposal and recycling laws, deal with NPDES issues, and to defray the costs of the franchise on public streets and roadways. In addition to the franchise fee, the City will be receiving \$78,000 annually as reimbursement for the cost of City staff performing billing services for USA Waste of California. Additional financial incentives include recycling revenue sharing and assistance with street sweeping services.

Attachment: Resolution No. 2013-64  
Amended and Restated Franchise Agreement

## RESOLUTION NO. 2013-64

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA, APPROVING AN AMENDED AND RESTATED AGREEMENT BETWEEN THE CITY OF NORCO AND USA WASTE OF CALIFORNIA FOR THE PROVISION OF INTEGRATED WASTE MANAGEMENT SERVICES

WHEREAS, the City's Franchise Agreement with USA Waste of California, Inc., DBA Waste Management of the Inland Empire, ("USA Waste") is set to expire on December 31, 2013; and

WHEREAS, City staff negotiated an Amended and Restated Agreement between the City of Norco and USA Waste for the provision of Integrated Waste Management Services, including the new proposed rates, to become effective January 1, 2014; and

WHEREAS, in compliance with the State of California Constitution and the Proposition 218 Omnibus Implementation Act, the City mailed out 10,365 public hearing notices on October 4, 2013 to property owners in the City as required by the Supreme Court ruling; and

WHEREAS, if written protests are submitted by a majority of the affected property owners/rate payers, the proposed rate adjustments may not be imposed.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Norco does hereby resolve as follows provided that a majority of property owners in the City do not protest against these rates:

SECTION 1. Upon the completion of the public hearing, protests received representing a majority of the affected property owners were not received.

SECTION 2. The Amended and Restated Agreement between the City of Norco and USA Waste for the provision of Integrated Waste Management Services is hereby approved and shall become effective on January 1, 2014.

SECTION 3. The rates for solid waste/manure removal and disposal services as described in the attached Exhibit "A" are hereby approved and shall become effective on January 1, 2014.

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held on November 20, 2013.

\_\_\_\_\_  
Mayor of the City of Norco, California

ATTEST:

\_\_\_\_\_  
Brenda K. Jacobs, CMC, City Clerk  
City of Norco, California



# Exhibit "A"

## Residential Service

	Current Mo. Rate	Proposed Mo. Rate
<b><u>Basic Service</u></b>		
Residential Curbside	\$20.36	\$23.71
Senior/Disabled 96 gal	\$16.27	\$18.93
Senior/Disabled 64 gal	\$14.05	\$16.31
<b><u>Other Residential Fees</u></b>		
Cart Exchange (over 1 per year)	*	\$15.00
Bin Exchange (over 1 per year)	*	\$45.00
Recycle Contamination Fee	*	\$68.36
E Waste Pick Up (p/item, after 3 free)	\$23.44	\$26.96
Extra 96 gal Trash Cart	\$7.33	\$8.43
Extra 96 gal Greenwaste Cart	\$4.75	\$5.46
Extra 96 gal Recycling Cart	\$2.29	\$2.63
Bulky Waste Pick Up (p/item after 3 free)	\$20.96	\$24.46
Set Up Fee	*	\$10.00
<b><u>Residential Scout Service</u></b>		
Effective 1-1-14	*	\$6.00
Effective 7-1-14	*	\$12.00
Effective 7-1-15	*	\$18.00

	Current Mo. Rate	Proposed Mo. Rate
<b><u>Manure Service</u></b>		
96 gal	\$23.80	\$28.45
2 yard 1x week	\$83.01	\$100.01
2 yard 2x week	\$149.58	\$181.44
2 yard 3x week	\$216.13	\$262.84
2 yard 4x week	\$282.67	\$344.24
2 yard 5x week	\$349.23	\$425.65
Every Other Week	\$52.48	\$62.42
Extra Pick Up	\$33.88	\$39.73
<b><u>Roll-Off Service</u></b>		
Open Top with 5.9 tons/p load	\$449.01	\$507.65
Compactor with 8 tons p/load	\$640.34	\$725.11
Open Top with 5.9 tons/p load. Hard to Handle	\$514.53	\$579.61
Compactor with 8 tons p/load. Hard to Handle	\$729.47	\$823.03
Delivery/Relocation Trip Fee	\$68.89	\$80.37
Manure Bin-10 yards(Haul + disposal @ \$19.17 ton)	\$218.78	\$255.26
Locked Lid	\$13.94	\$15.99
Roll-Off Set Up Fee	-	\$25.00

## Commercial Services

	Current Mo. Rate	Proposed Mo. Rate
<b><u>Can Service</u></b>		
2-35 Gal Carts per wk	\$27.73	\$31.95
<b><u>Trash Service</u></b>		
2 yard 1x week	\$95.65	\$109.87
2 yard 2x week	*	\$219.73
2 yard 3x week	*	\$329.60
2 yard 4x week	*	\$439.46
2 yard 5x week	*	\$549.33
2 yard 6x week	*	\$659.19
Extra P/U	\$41.97	\$48.60

	Current Mo. Rate	Proposed Mo. Rate
<b><u>Compactors</u></b>		
2 yard 1x week	\$190.67	\$217.07
2 yard 2x week	\$377.15	\$429.25
2 yard 3x week	\$577.21	\$657.29
2 yard 4x week	*	\$868.29
2 yard 5x week	*	\$1,085.36
2 yard 6x week	*	\$1,302.43
Extra P/U	*	\$145.80

\* Represents new service offerings

**Trash Service Cont.**

3 yard 1x week	\$131.73	\$150.02
3 yard 2x week	\$263.45	\$302.13
3 yard 3x week	\$395.18	\$453.19
3 yard 4x week	\$526.89	\$604.25
3 yard 5x week	\$658.60	\$755.29
3 yard 6x week	\$790.32	\$906.35
Extra P/U	\$59.16	\$68.47

4 yard 1x week	*	\$200.03
4 yard 2x week	*	\$400.06
4 yard 3x week	*	\$600.09
4 yard 4x week	*	\$800.12
4 yard 5x week	*	\$1,000.15
4 yard 6x week	*	\$1,200.18
Extra P/U	*	\$91.29

6 yard 1x week	\$239.78	\$274.47
6 yard 2x week	\$479.59	\$548.97
6 yard 3x week	\$719.38	\$823.45
6 yard 4x week	\$959.17	\$1,097.93
6 yard 5x week	\$1,198.96	\$1,372.40
6 yard 6x week	\$1,438.77	\$1,646.89
Extra P/U	\$110.74	\$128.09

**Recycle Services Cont.**

4 yard 1x week	*	\$130.02
4 yard 2x week	*	\$260.04
4 yard 3x week	*	\$390.06
4 yard 4x week	*	\$520.08
4 yard 5x week	*	\$650.10
4 yard 6x week	*	\$780.12
Extra P/U	*	\$77.52

6 yard 1x week	\$142.40	\$169.24
6 yard 2x week	\$284.99	\$338.71
6 yard 3x week	\$427.40	\$507.96
6 yard 4x week	\$569.91	\$677.33
6 yard 5x week	\$706.26	\$839.38
6 yard 6x week	\$858.62	\$1,020.45
Extra P/U	*	\$107.43

**Pull Out Fees**

16 - 35 feet	\$10.59	\$12.00
36 - 50 feet	\$13.63	\$20.00
Over 51 feet	\$15.15	\$28.00

**Compactors Cont.**

3 yard 1x week	\$268.56	\$305.22
3 yard 2x week	\$528.62	\$600.51
3 yard 3x week	\$792.93	\$900.76
3 yard 4x week	\$1,057.24	\$1,201.02
3 yard 5x week	\$1,329.00	\$1,509.98
3 yard 6x week	\$1,585.86	\$1,801.52
Extra P/U	*	\$205.41

6 yard 1x week	\$388.30	\$436.52
6 yard 2x week	\$771.33	\$866.88
6 yard 3x week	\$1,157.02	\$1,300.35
6 yard 4x week	\$1,542.68	\$1,733.78
6 yard 5x week	\$1,928.34	\$2,167.22
6 yard 6x week	\$2,314.02	\$2,600.67
Extra P/U	*	\$384.27

**Recycle Service**

2 yard 1x week	\$61.58	\$71.85
2 yard 2x week	*	\$143.70
2 yard 3x week	*	\$215.55
2 yard 4x week	*	\$287.40
2 yard 5x week	*	\$359.25
2 yard 6x week	*	\$431.10
Extra P/U	*	\$40.95

3 yard 1x week	\$82.05	\$95.73
3 yard 2x week	\$164.03	\$191.38
3 yard 3x week	\$246.11	\$287.15
3 yard 4x week	\$328.24	\$382.98
3 yard 5x week	\$410.23	\$478.64
3 yard 6x week	\$490.85	\$572.71
Extra P/U	*	\$57.08

**Commercial Scout Services**

Set Up Fee	*	\$25.00
Bin Scout Service (p/month p/bin p/service)	\$34.80	\$39.93

**Additional Services**

Temp Bin Service 3 yd	\$205.44	\$236.88
Temp Bin Service 3 yd 1 p/u (72 hours)	\$101.16	\$117.38
Bin Overage Fee (per bin/per service)	\$40.60	\$46.58

\* Represents new service offerings

**AN AMENDED AND RESTATED AGREEMENT BETWEEN THE  
CITY OF NORCO AND USA WASTE OF CALIFORNIA, INC.  
FOR THE PROVISION OF INTEGRATED WASTE  
MANAGEMENT SERVICES**

This amended and restated Franchise Agreement ("Agreement") is effective this 20th day of November, 2013 (with commencement of performance on January 1, 2014) by and between the City of Norco ("City") and USA Waste of California, Inc., a Delaware Corporation ("Contractor") a Waste Management company, for Integrated Waste Management Services.

**RECITALS**

**WHEREAS**, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939"), has declared that it is within the public interest to authorize and require local agencies to make adequate provisions for Solid Waste and construction debris handling within their jurisdictions; and

**WHEREAS**, the City of Norco Municipal Code Chapters 6.42 and 6.45 implements California Public Resource Code Section 40059 in the City by prescribing rules and regulations for Municipal Refuse Collection Service and Manure Management and Disposal respectively; and

**WHEREAS**, pursuant to California Public Resources Code Section 40059 (a)(1), the City Council of the City of Norco ("City") has determined that the public health, safety, and well-being require that an exclusive franchise be awarded to a qualified enterprise for the collection, transportation, recycling, composting and disposal of Solid Waste, including manure, from commercial and residential premises in the City of Norco; and

**WHEREAS**, the City Council of the City of Norco declares its intention of maintaining reasonable rates for the collection, transportation, recycling, composting, and disposal of Solid Waste and construction debris and for providing temporary bin/roll-off services to commercial and residential premises within the City of Norco.

**WHEREAS**, City and Contractor agree that, subject to the City's exercise of its reserved flow control right under this Agreement, it is the Contractor, and not the City, that will select the landfill or transformation facility destination of the non-recyclable residential and commercial Solid Waste and Construction and Demolition Materials which Contractor will arrange to collect, that City has not, and by this Agreement does not, instruct Contractor on its collection methods, nor supervise Contractor in the collection of waste and nothing in this Agreement. However, should the City develop future technologies for manure and solid waste to energy facilities, the City may direct such solid waste to be discarded at said facility; and

**WHEREAS**, Contractor represents and warrants to City that Contractor has the experience and qualifications to conduct recycling and waste diversion programs, to provide City with information sufficient to meet City's reporting requirements to CalRecycle and other agencies, and to meet City's other requirements; and

**WHEREAS**, City awarded to Contractor an Agreement dated April 15, 1998 ("Existing Agreement"), which agreement is still in effect; and

**WHEREAS**, the parties wish to modify certain provisions of the Existing Agreement and enter into an amended and restated Agreement.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**SECTION 1. GRANT OF EXCLUSIVE FRANCHISE**

This amended and restated Agreement grants an exclusive franchise as provided herein and pursuant to City Ordinance of the City of Norco and the California Public Resources Code Section 40059 (a)(1) to USA Waste of California, Inc. for the collection, transportation, recycling, composting, and disposal of Solid Waste, Recyclable Solid Waste, Special Waste and construction and demolition debris and for providing temporary bin/roll-off services for all commercial and residential premises within the City of Norco. City designates Contractor as its authorized recycling agent in accordance with the provisions of AB 939. City reserves the right to amend City Ordinance and the terms of this Agreement in any manner necessary for the safety or welfare of the public or to protect the public interests. This amended and restated Agreement shall be in force and effect beginning January 1, 2014 within the corporate limits of the City as they now or may hereafter exist, as shown in Exhibit "A", City Limits.

**SECTION 2. DEFINITIONS**

Whenever any term used in this amended and restated Agreement has been defined by City Ordinance of the City of Norco or California Public Resources Code, the definitions in the City Ordinance or Public Resources Code shall apply unless the term is otherwise defined in this Agreement.

- A. AB 939 - means the California Integrated Waste Management Act of 1989, as it may be amended from time to time.
- C. Bins or Commercial Bins - means those containers provided by Contractor for single family, commercial and multi-family residential premises. Bins are of two types: 1) Front-end containers (usually 2, 3, 4 or 6 cubic yards in size) which are picked up by refuse trucks by means of front loading apparatus; and 2) Roll-off containers (usually 10, 20 or 40 cubic yards in size) which are picked up by trucks using rear loading winches onto rails. Contractor shall retain ownership of Bins provided to commercial or multi-family premises at all times.
- D. Biohazardous or Biomedical Wastes - means wastes, which may cause disease or reasonably be suspected of harboring pathogenic organisms, including, but not limited to, waste resulting from the operation of medical clinics, hospitals and other facilities producing wastes that may consist of, but are not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing and surgical gloves.
- E. Bulky Goods - means those services described in Section 5.G.
- F. Commercial Premises - means all premises in the City other than residential premises. The term "Commercial Premises" includes, but is not limited to, stores, offices, federal, state, county and local governmental facilities, including, but not limited to, schools, school district offices, special districts and water districts (to the extent provided by law), restaurants, rooming houses, hotels, motels, manufacturing, processing, assembly shops or plants, or other industrial facilities, hospitals, clinics, and convalescent centers and nursing homes (non-medical waste only).

- G. Commercial Solid Waste - means all types of Solid Waste, including Green Waste and Recyclable Solid Waste, but no hazardous waste or medical waste generated or accumulated at Commercial premises. "Commercial Solid Wastes" does not include Residential Solid Waste from Single Family Residences.
- H. Commercial Cart Service – At the Contractor's option, "Commercial Cart Service" may be provided to Commercial Premises to satisfy the need of Solid Waste removal service. The Contractor shall supply each premise with Solid Waste and recycling containers similar to that provided for Residential Premises. Residential Green Waste collection containers are not available with "Commercial Cart Service".
- I. City Limits - means the boundaries of the City together with all amendments and changes thereto, which boundaries are shown by maps incorporated herein by reference and which are on file in the Office of the City Clerk of the City Council.
- J. Contamination Fee - means a special fee charged by Contractor to Commercial accounts to recover its costs for separating solid waste placed in recyclable materials or green waste containers, or for arranging special, unscheduled solid waste collections, due to placement of solid waste in recyclable materials or green waste containers.
- K. "CPI" - means the Consumer Price Index as determined by the United States Department of Labor, Bureau of Labor Statistics. For the purposes of this agreement, "CPI" shall refer to the Consumer Price Index for all Urban Consumers for the Los Angeles-Riverside-Orange County area.
- L. Curbside - means a location for placement of containers that provides for convenient and efficient access by collection equipment.
- M. Contractor - means USA Waste of California, Inc., a Delaware Corporation, the entity granted the Franchise pursuant to this Agreement.
- N. Construction and Demolition Waste – means used or discarded construction materials removed from a premises during the construction, renovation or demolition of a structure or premises, including rocks, soil, tree remains, and other green waste which normally results from land clearing or land development operations.
- O. Disposal or Disposal Facility - means either the El Sobrante Landfill in Riverside County or another facility owned or operated by USA Waste Services, Inc. or its affiliates.
- P. E-Waste - means discarded stereos, televisions, computers, VCR's, DVD players, and other similar items, including but not limited to any "covered electronic device" as defined in Public Resources Code §42463(f).
- Q. Food Waste - means solid waste comprised of animal, fruit or vegetable matter that attends the preparation, consumption, decay, dealing in or storage of meats, fish, fowls, fruits or vegetables.
- R. Franchise - means the exclusive right and privilege granted by this Agreement.
- S. Franchise Fee - means the fee or assessment imposed by the City on Contractor because of its status as party to this Agreement and which, inter alia, is intended to offset the City's expense in administering this franchise; and to compensate the City for damage to its streets, sidewalks, curbs and gutters and other infrastructure resulting

from Contractor's exercise of this franchise, the expenses of undertaking reporting requirements under the Act, and other related expenses.

- T. Green Waste or Yard Waste - means leaves, grass, clippings, brush and branches generated from landscapes or gardens at Residential or Commercial Premises, and incidental pieces of scrap lumber no longer than twenty-four inches (24"), separated from other Residential Solid Waste. "Green Waste" includes holiday trees but does not include stumps or branches exceeding four inches (4") in diameter or four feet (4') in length or palm tree fronds. Green Waste may include animal manure up to 25% of the volume of a green waste container.
- U. Green Waste Containers - means containers provided and owned by the Contractor for service recipients for the temporary accumulation of Green Waste.
- V. Hazardous Waste - means any substance, waste or mixture of wastes defined as a "Hazardous Substance" or "Hazardous Waste" pursuant to the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § § 6901 et seq., the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. § § 9601 et seq., and all future amendments to either of them, or as defined by regulations promulgated by the State of California. Where there is a conflict in the definitions employed by two or more agencies having jurisdiction over hazardous or Solid Waste, the term "Hazardous Waste" shall be construed to have the broader, more encompassing definition.
- W. Late Fee - means amounts charged by Contractor to reimburse it for administrative costs arising from payment delinquency, including the cost of notices and adjustments to its accounting records, and may include a fixed fee, interest on past due amounts, NSF fees, or re-start fees.
- X. Manure - means a solid waste composed of excreta of animals and residual materials that have been used for bedding, sanitary or feeding purposes for any type of farm animal kept or raised for use or pleasure, including, but not limited to, horses, cows, sheep, pigs, goats, llamas, zebras, emus, ostriches, buffalo, camels, alpacas, rabbits, chickens, and birds kept in aviaries. Dog and cat fecies are specifically excluded from manure and should be discarded into trash containers.
- Y. Manure Bins - means containers (usually 96 gallon or 2 cubic yards in size) intended to be utilized for the accumulation and collection of horse manure from Residential and Commercial Premises.
- Z. Multi-Family Premises - means residential units of four (4) units or more such as apartments, condominiums and townhouses, other than Single Family Premises, which typically utilize Multi-Family Bins, for the temporary accumulation and collection of Residential Solid Waste.
- AA. Overage Fee - means a special fee charged by Contractor to compensate it for its expenses in documenting and cleaning up litter and debris arising from overfilling of Containers by a Single Family, Multi-Family, or Commercial account.
- BB. Public Awareness Program - means programs developed by the City or the Contractor to inform and encourage residential and commercial solid waste collection customers to properly use all solid waste and recycling collection services offered by the Contractor through the contract. It shall also mean information concerning level of service and changes in scope of service.

- CC. Recyclable Material - means a commodity which is sold for compensation, or donated, but which is not discarded into the residential waste stream. A Recyclable Material, which is not sold for compensation or donated, or which is discarded into the residential waste stream, loses its character as a Recyclable Material and becomes Recyclable Solid Waste subject to this Agreement.
  
- DD. Recyclables - means products or substances, including but not limited to paper, cardboard, metal, glass, grass clippings, garden waste, vegetable matter, or other substances capable of being reprocessed or reused, which have passed through their originally intended usage.
  
- EE. Recyclable Solid Waste - means any Recyclables except those which are sold for compensation or donated; or which are discarded into the Solid Waste stream or commingled with the Solid Waste.
  
- FF. Recycled - means the act of having processed Recyclable Solid Waste into a form suitable for reuse and having marketed those processed materials for a use consistent with the requirements of AB 939. The act of marketing does not require that revenue be generated from the processed materials.
  
- GG. Residential Premises - includes Single Family Premises, Multi-Family Premises including apartments and condominiums, but does not include hotels, motels, or assisted living facilities.
  
- HH. Scout Service – means collection of Bins using a smaller dedicated vehicle to move the Bin from its normal location, such as an enclosure or at the rear of a Single Family, Multi-Family or Commercial Premises, to a location where it is accessible to the collection vehicle, and then returning the Bin to its normal location following collection.
  
- GG. Single Family Containers – means any container for the temporary accumulation and collection of Solid Waste, source-separated Recyclable Solid Wastes, and source-separated Green Waste delivered by Contractor to Single Family Premises covered by this Agreement. Contractor shall retain ownership of all Containers which it delivers to service recipients at all times.
  
- HH. Single Family Premises - means a detached building, or each unit of multi-family dwelling (up to four units), with kitchen facilities, which utilizes one or more Solid Waste containers or carts, but not a Multi-Family Bin, for the temporary accumulation and collection of Residential Solid Waste.
  
- II. Residential Solid Waste - means all types of Solid Waste placed in the residential Solid Waste stream, including Green Waste and Recyclable Solid Waste placed for collection by service recipients, which originates from Single Family or Multi-Family Premises located within the City and which is to be collected pursuant to this Agreement.
  
- JJ. Solid Waste - means all material defined as “Solid Waste” in Public Resources Code §40191, and that is acceptable for disposal in a Class III Landfill. For purposes of this Agreement, Solid Waste includes green waste, food waste, recyclable solid waste, manure and construction and demolition waste. Solid Waste shall not include Special Waste as defined herein and/or waste designated for Class I or Class II Landfills.
  
- KK. Special Wastes - means all the items and materials which are set forth in Exhibit “B”, “Special Wastes.”

- LL. Universal Waste – means any waste listed in Title 22, California Code of Regulations, and Section 66261.9, generally consisting of batteries, electronic devices, mercury-containing equipment, lamps, cathode ray tubes, cathode ray tube glass, and aerosol cans.

### **SECTION 3. ACCEPTANCE: WAIVER**

Contractor agrees to be bound by and comply with all the requirements of the Norco Municipal Ordinance and this amended and restated Agreement. As of the effective date of this amended and restated Agreement, Contractor waives any right or claim to serve the City or any part of the City under any prior grant of franchise, contract, license, or permit issued or granted by any governmental entity including any right under Section 49520 of the Public Resources Code.

### **SECTION 4. FRANCHISE AREA**

The Franchise Area granted by this amended and restated Agreement shall include all Commercial and Residential premises located within the corporate boundaries of the City of Norco, as they now or may hereafter exist.

### **SECTION 5. SERVICES PROVIDED BY CONTRACTOR**

#### **A. General**

Contractor shall provide curbside Single Family, Multi-Family, Commercial, compactor and roll-off collection and recycling services in the City Limits. The right to provide such collection services for all solid waste generated in the City Limits shall be exclusive to the Contractor. Contractor shall be responsible for the collection, transportation, recycling and marketing services of solid waste within the City Limits in accordance with the terms of this amended and restated Agreement and Chapter 6.42 of the City of Norco Municipal Code.

The right to provide roll-off and compactor solid waste and recyclable solid waste collection services shall also be granted to the Contractor for existing and new commercial accounts, both temporary and permanent, including construction and demolition waste, in accordance with local ordinances and as permitted by state law.

Except as otherwise provided herein, no other person or entity except the Contractor may offer or provide services described in this section. The City agrees to take such steps as it considers necessary to prohibit entities other than the Contractor from providing such services.

#### **B. Residential Premises**

Contractor shall provide services using a completely 100% mechanized Single Family Container system for Solid Waste (refuse), Recyclable Solid Waste and Green Waste. Mechanized shall mean that Contractor shall provide collector trucks that are capable of picking up containers, emptying them into collector trucks and then returning them to the curbside.

Parameters of this service shall include:

- 1) Weekly Service. Once each week, Contractor shall collect the Solid Waste, Recyclable Solid Waste and Green Waste (except bulky items and household hazardous waste) which have been placed, kept, or accumulated in Single Family Containers (provided by Contractor) at Single Family Premises and placed at curbside prior to Contractor's normal weekly collection time. All Solid Waste, Green Waste and Recyclable Solid Waste must be placed within containers at curbside, without obstructions, so as to permit collection. City agrees to use its best efforts to enforce parking and other ordinances so as to facilitate this curbside collection system. Contractor may negotiate and bill for special pick up procedures above and beyond the normal services described above with customers for an additional fee.
- 2) Collection Containers. Contractor will provide each Single Family Premises with three (3) containers each; one for Solid Waste, one for Recyclable Solid Waste, and one for Green Waste collection. The basic charge for single-family service shall include three (3) 96-gallon size containers. If a customer requests additional containers, Contractor will charge the appropriate monthly fee, as set forth in Exhibit "D" of the Agreement.

The Contractor shall, at no charge, repair or replace any provided container which becomes unusable by reason of wear and tear. Contractor shall charge the actual replacement or repair cost to each Single Family Premises, however, for replacement or repair of provided containers which are stolen or damaged for any other reason. Residential occupants requesting to have a container exchanged more than one (1) time per year will be charged the rate set forth on Exhibit "D".

- 3) Optional Manure Collection. Contractor shall provide a 96 gallon cart or 2 cubic yard bin for the accumulation and collection of manure from Residential Premises. Contractor will charge the monthly fee, as set forth in Exhibit "D" of the Agreement.

Upon request, Contractor shall provide scout service to customers that are unable to place their 2 cubic yard bin curbside for weekly collection. Contractor will charge the monthly fee, as set forth in Exhibit "D" of the Agreement.

- 4) Special Services. Contractor may charge an additional amount for special services, including scout service, a return fee where the container is not accessible for collection, an overage fee, or a container exchange fee, at the rates set forth in Exhibit "D".
- 5) Senior Discounted Rate. Contractor shall provide a smaller sized solid waste container, upon request, to residents that qualify for a senior discount (65 years of age or older). The containers shall be no more than 64 gallon in size and this service shall be provided at the reduced rates set forth in Exhibit "D".

C. Multi-Family Premises. Contractor shall provide bin service for all Solid Waste, Green Waste and Recyclable Solid Waste generated at all Multi-Family Premises. Parameters of the service shall include collection and recycling programs as follows:

- 1) Multi-Family Weekly Service. Not less than once per week and more frequently, if required, to handle the waste stream of the premises where the bins are located, Contractor shall collect the Solid Waste (including bulky items which have been placed in a closed bin), Green Waste and Recyclable Solid Waste which have been placed for collection in Multi-Family Bins.
- 2) Optional Multi-Family Service. Where space prohibits collection by Multi-Family Bins, by mutual consent between the City and the Contractor, Multi-Family Premises may receive Solid Waste, Green Waste or Recyclable Solid Waste service as outlined above for the same rate as approved for Single Family Premises. However, if Green Waste service for Multi-Family Premises is declined by a Premises, the Premises will be entitled to a reduced rate (less the green waste service and processing costs), which shall be adjusted annually in the same manner as the overall rate.
- 3) Multi-Family Recycling Service. This service shall be provided by the Contractor with outdoor receiver bins (typically 3 cubic yard bins), collected weekly.
- 4) Optional Manure Collection. Contractor shall provide a 96-gallon cart or 2 cubic yard bin for the accumulation and collection of manure from multi-family premises. Contractor will charge the monthly fee, as set forth in Exhibit "D" of the Agreement.

Upon request, Contractor shall provide scout service to customers that are unable to place their 2 cubic yard bin curbside for weekly collection. Contractor will charge the monthly fee, as set forth in Exhibit "D" of the Agreement.

- 5) Special Services. Contractor may charge an additional amount for special services, including scout service, a return fee where the container is not accessible for collection, an overage fee, or a container exchange fee, at the rates set forth in Exhibit "D".

D. Commercial Premises – Not less often than once per week and more frequently, if required, to handle the waste stream of the Commercial Premises where the bins are located, Contractor shall collect the Solid Waste, Green Waste, and Recyclable Solid Waste which has been placed for collection in Commercial Bins. Where appropriate for a Commercial Premises due to space constraints or the amount of Recyclable Solid Waste generated, Contractor may collect Recyclable Solid Waste in Carts, with collection to occur once per week on Mondays.

Contractor may charge an additional amount for special services, including scout service, a return fee where the container is not accessible for collection, an overage fee, or a container exchange fee, at the rates set forth in Exhibit "D". Contractor may also charge a delivery fee for new permanent roll-off customers, at the rate set forth in Exhibit "D".

E. Construction and Temporary Bin/Roll-Off Services. Contractor shall provide construction services and temporary bin/roll-off services service upon request of a customer. Roll-off loads consisting of Construction and Demolition Waste will be transported to a materials recovery facility for processing, at the transportation/haul rate set forth in Exhibit "D".

F. Commercial Cart Service. In special cases where there is not appropriate space on-site or with neighboring businesses for the placement of a Commercial Bin, the Contractor may allow "Commercial Cart Service" to satisfy the need or the requirement of Solid Waste removal service. This service shall be collected one time per week and charged as outlined in the attached Exhibit "D". The Contractor shall supply each business that subscribes to this service a 96-gallon container each for storage of Solid Waste and Recyclable Solid Waste. Green Waste collection is not available with this service type. If requested by the customer, additional containers will be available up to a maximum of three (3) per business, per service, for additional fees as outlined in the Single Family section of Exhibit "D". Containers shall be placed by each individual customer at the curbside or other mutually agreed upon location on collection day.

G. Additional Services.

- 1) Bulky Goods Pick-Up. Contractor shall provide three (3) curbside Bulky Goods pickups per Single Family Premise per calendar year at no additional expense to the Premise or to the City. Bulky Goods collection shall take place on a premise's regularly scheduled day by appointment made with a minimum 48 hours notice to Contractor.

Single Family Premises that desire additional Bulky Goods collection beyond this free service shall have the option of either purchasing a Bin for temporary collection, or purchase additional curbside pick-ups at the rates set forth in Exhibit "D". Such additional pick-ups shall also require a minimum 48 hour prior notice to Contractor.

Bulky waste service arranged at the request of the customer for large household items shall include, but are not limited to, appliances, furniture or multiple smaller items not exceeding one and one-half cubic yards. Contractor will make a good faith effort to divert the bulky material away from the designated landfill to another facility where it can be either recycled or refurbished for reuse. Collection of heavy waste materials such as dirt, rock, concrete and asphalt are not included in this service.

Acceptable bulky waste materials shall include, but is not limited to, oversize household solid waste, furniture, mattresses, old appliances, lumber (cut into 4-foot pieces and bundled), refrigerators, freezers and air conditioners (all must have certified seal of Freon removal).

Items that will not be accepted include, but are not limited to, dirt, rock, concrete, bricks, tires, auto parts, special waste, regulated medical waste and hazardous waste (batteries, paints, oils, solvents, cleaners, gasoline, gasoline additives, etc.).

- 2) Electronic Waste ("E-Waste"). E-Waste shall be included in the bulky item collections for Single Family Premises. Contractor shall provide for the collection of computers (terminals, monitors and peripherals), stereo systems (home and auto), television sets, DVD players, VCRs, cellular phones and other electronic devices that are categorized as E-waste by the California Integrated Waste Management Board. A maximum of three (3) items per year shall be collected for free. Residents may make arrangements with Contractor to collect items at other times throughout the year at the rate set forth in Exhibit "D". Nothing herein shall prevent the collection of E-waste by charitable or non-profit organizations.

- 3) Christmas Tree Pick Up. Contractor shall pick up from Single Family Premises, curbside, all Christmas trees, typically for two (2) weeks following said holiday each year (said times may be changed at the direction of the City Manager). Trees taller than four feet (4') in length shall be cut in half by customer. The trees shall be diverted from the landfill, either by deposit at a composting facility, a tree farm or nursery, or a grinding operation.
- 4) Community Battery Recycling Program. Contractor shall provide residents a community-centric program in which specific locations (e.g., fire station, libraries, and City facilities) will be designated to collect unwanted household batteries. Designated sites will be equipped with Battery Tracker buckets to collect used batteries, which will be managed by the Contractor.
- 5) SHARPS Collection. The Contractor will implement a program for collection and safe processing of "sharps waste" generated at residential premises, through a community or mail-based program. "Sharps waste" includes, but is not limited to, hypodermic needles, pen needles, intravenous needles, lancets, and other devices used to penetrate the skin for the delivery of medications. Contractor will develop and distribute public education materials to promote this program. The first mail back container is free and additional containers will be available for a co-pay amount established from time to time by the Contractor. The initial co-pay amount as of the effective date will be \$5.00 per container.
- 6) Illegal Roadside Bulky Item Removal. Contractor shall collect all abandoned bulky waste items located on public property within twenty feet (20') of the paved City rights-of-way in the City Limits within two (2) business days of notification by the City. The City may also collect such items from the right-of-way or on public property that pose a hazard and deposit them in roll-off boxes provided by the Contractor at the City Service Yard. Contractor shall collect those items within two (2) business days following notification. City agrees to work with the Contractor to identify chronic illegal dumping sites to mitigate and eliminate waste dumped at these sites.
- 8) Lamp Tracker Program. Contractor shall provide the City a commercial fluorescent Lamp Tracker recycling program for City owned facilities. Program shall include a mail-back program for commercial fluorescents including, but limited to, 4, 6, and 8-foot tubes. Annual program costs "not to exceed" \$4,000.00. Once the annual program cost is fully expended, Contractor may continue to provide these services at City's sole expense.
- 10) Rental Bin Services. Contractor shall provide bins (typically 3, 4 or 6 cubic yard size) for use by households and Residential Premises for the purpose of temporary cleanups. This service shall be provided at an additional cost to the customer requesting such services and as noted in Exhibit "D". Items deemed not acceptable for this collection include any dead animals, dirt, earth, and Special Waste, Hazardous Waste or Bio hazardous Waste. All Solid Waste placed in the containers must fit into the container and not exceed the dimensions of the container.

- 11) Solid Waste and Recycling Collection at City Facilities. Contractor, at City's sole option, shall provide refuse and collection and recycling to the following locations within the City, at no charge to the City or the entities listed in Exhibit "C", including:

- City Fire Stations
- Police Department
- City Hall, Other City Public Buildings
- Public Works Service Yard
- City Parks (including Silverlakes Park for City sponsored events)
- Animal Shelter
- Ingalls Park (not to exceed 175 loads per year)

The listing of City facilities may be amended from time to time during the Term to add new public facilities.

The parties understand and agree that collection at City facilities is to be limited to materials generated in the normal course of business and in routine and relatively consistent amounts, and is not intended to include City capital projects, major landscaping projects, and similar projects that result in a large increase in the amounts of materials generated by the City. In such events, service would be provided to the City under the same terms and conditions as a Commercial Premises.

- 12) Special Event Collection. Contractor shall make available trash and recycling containers and disposal services for agreed upon City-directed events at no cost. The list of events and the level of participation will be determined annually by mutual agreement of the parties. The City-directed events receiving service as of the effective date are:

- National Day of the American Cowboy
- Concert in the Parks
- Christmas Parade

Contractor will offer a twenty percent (20%) discount on roll-off rates for non-profit organizations hosting events at Ingalls Park and Silverlakes.

- 13) Bulky Item Services. Contractor shall provide temporary bin/roll-off services to customers for cleanups, moving, extensive yard work, minor construction projects, etc. according to the rate schedule in the approved rate structure as that rate may be amended by the City Council. Bulky item pickups, other than the three (3) free annual Bulky Goods collections, shall be charged an additional fee in an amount provided in the approved rate structure as that fee may be amended by resolution of the City Council.

- 14) Physically Disabled Pick-Up. Contractor shall provide free special walk up collection services, at Single-Family collection rates, to customers in Single Family Premises subject to the following restrictions and conditions. Eligible participants must: 1) be physically unable to move waste collection containers, such as handicap or inability verified by a medical certificate; and 2) annually sign a sworn statement that there is no other able-bodied person in the household. City and Contractor shall review this program annually.

- 15) Training. Contractor shall provide an annual training program for City employees regarding the programs and services provided, the terms and condition for service, billing and collection procedures, and other relevant topics, at no cost to City.
- 16) Street Sweeping. Contractor will provide street sweeping within the City in accordance with the plan included as Exhibit "E".

H. Disposal at El Sobrante Landfill; Manure and Solid Waste Energy Recovery.

- 1) The Contractor, as the owner and operator of the El Sobrante Landfill, guarantees that all Solid Waste collected pursuant to this Agreement, will be deposited therein for the full term of this Agreement, including any extensions. The Contractor guarantees that should there be no remaining capacity in the El Sobrante Landfill at any time during the term of this amended and restated Agreement, it will take the City's waste to an alternate landfill at the same price that the City would have paid at El Sobrante.
- 2) The City reserves the right to direct that manure or solid waste collected by Contractor be directed to an energy recovery facility. Contractor shall be entitled to an adjustment of the rates to compensate it for any changes in cost, and the Hazardous Substances Indemnification in Section 22.C shall not be applicable to the extent that the City directs delivery of manure to a facility not owned and operated by Contractor or an affiliate.

I. Recycling Programs, Service Commencement, AB 939 Topics

- 1) Contractor will use its best effort to perform the recycling activities provided for in this Agreement. In addition, if City fails to comply with AB 939 waste diversion requirements, City shall request that Contractor submit a plan to assist the City to achieve compliance, through implementation of applicable portions of City's Source Reduction and Recycling Element ("SRRE"), within forty-five (45) calendar days of the end of the calendar year. Contractor's plan is subject to approval by the City Manager, and to be approved must constitute a good faith plan to implement applicable portions of City's SRRE and be reasonably likely to achieve compliance with AB 939 waste diversion requirements. In the event that implementation of the plan results in new or additional recycling requirements, including but not limited to mixed waste processing, in accordance with the City's SRRE, and where Contractor has adequately implemented the recycling activities set forth in this Agreement, Contractor is entitled to a rate adjustment for costs associated with these new or additional recycling requirements.
- 2) In the event that the State of California alters the AB 939 waste diversion requirements, the City may impose new or additional recycling requirements, including but not limited to mixed waste processing, in accordance with the City's SRRE. Contractor is entitled to a rate adjustment for costs associated with these new or additional recycling requirements.
- 3) The Contractor shall distribute the recycling containers with appropriate educational materials, and shall maintain records indicating which properties have recycling containers.

- 4) Recyclables to be Collected. The following Recyclables shall be collected in the Residential Premises recycling collection program:
- Newspaper
  - Office paper
  - HDPE/PETE (colored and clear plastic)
  - Mixed paper (junk mail/magazines)
  - Chipboard, cardboard and phonebooks
  - Rigid Containers (defined as aluminum cans), HDPE and PET Plastics (all colors of glass containers and bi-metal cans)

The Recyclables items listed may be amended by approval of the City Manager, and the parties agree to negotiate with respect to an adjustment of the rates to reflect any increased or decreased costs.

Contractor further agrees to make education a priority for each customer and individually address customer's needs to maximize recycling efforts throughout the community.

- 5) The Contractor shall pick up, on a weekly basis, used motor oil from Single Family Premises, upon request, in quantities not to exceed two (2) gallons per household per request. The Contractor may refuse to accept any oil which has not been placed in the approved container mutually agreed upon by the City and the Contractor. The Contractor agrees to have any oil collected under this section disposed of/recycled in accordance with all pertinent federal, state, and local laws and regulations.
- 6) Green Waste Processing. Contractor agrees to undertake commercially reasonable efforts, including requests to Green Waste processors utilized by Contractor with respect to Green Waste collected in the City, to ensure that collected Green Waste will be diverted and reused for purposes other than alternative daily cover at a disposal facility.
- 7) Commercial Recycling Programs. In order to promote commercial recycling activities, the Contractor will work directly with the City Manager's appointee to provide the opportunity for each commercial and multi-family residential customer to recycle. Contractor agrees to provide containers as necessary to handle each premise's needs, including 96-gallon carts, three (3), four (4) and six (6) cubic yard bins, and twenty (20) and forty (40) cubic yard roll-off bins.

Contractor further agrees to make education a priority for each customer and individually address customer's needs to maximize recycling efforts throughout the community. This will include individual waste audits where appropriate to accommodate reduced overall disposal costs for the customer.

- 8) AB 341 Assistance. Contractor shall make good faith efforts to assist the City to implement the requirements of AB 341, including the education, outreach and monitoring requirements of the Mandatory Commercial Recycling law. On or before March 1, 2014, Contractor shall submit to City for review and approval, a plan to provide such assistance, and more specifically, to identify all customers subject to the requirements of AB 341, provide periodic on-site visits to such premises to offer and promote recycling services and attempt to resolve any logistical detriments to providing service, and notify and request assistance from the City for potential follow up action where there is a repeated refusal to

implement recycling services. City agrees to provide reasonable assistance to Franchisee in implementing the plan and program, including preparing a letter for distribution to customers regarding AB 341 requirements, and occasional participation by City personnel in meetings with customers who repeatedly refuse to implement recycling services.

J. Contractor Service Standards. It is the intent of this Agreement to ensure that the Contractor provides a high quality level of solid waste, recyclable material, and green waste collection service for residential and commercial sectors of the City Limits. All complaints received by the City and reported to the Contractor shall be promptly resolved. Repetitive violations of these standards shall be considered unsatisfactory performance under terms of the agreement and shall subject Contractor to provisions of Sections 10 and 11. The minimum service standards for the Contractor are as follows:

1) Customer Service

- All residential, commercial, and roll-off customers receive a welcome package outlining their complete collection program
- All permanent commercial and industrial customers shall receive a phone call one month after service is started to ensure customer satisfaction

2) Residential Service

- One (1) Missed Pick Up (MPU) per 1,000 customers served
- 95% of all MPUs will be recovered within one (1) business day of call received
- All customers with an MPU will be contacted the following day to ensure customer is satisfied and has no other issues
- Non-emergency bin exchanges (i.e., for old or dirty bins) completed on next service day following notification
- Emergency bin exchanges (i.e., for broken wheels or cracked bins) completed within twenty-four (24) hours of call received

3) Commercial Service

- One (1) Missed Pick Up (MPU) per 1,000 customers served
- 95% of all MPUs will be recovered within one (1) business day of call received
- All customers with an MPU will be contacted the following day to ensure customer is satisfied and has no other issues
- Haul or Call – if a bin is inaccessible, Contractor will contact customer while the driver is on site to make arrangements for collection
- Non-Emergency bin exchanges (i.e., for old or dirty bins) completed within five (5) business days following notification
- Emergency bin exchanges (i.e., for broken wheels or cracked bins) completed within 48 hours of call received
- Extra pick up for commercial service is completed within 24 hours of call received

I. Record of Non-Collection. When Solid Waste, Green Waste or Recyclable Solid Waste is not collected by Contractor, a tag shall be fastened to the container, which is at least 2-7/8" by 5-3/4" in size indicating the reason for non-collection. Reasons for non-collection may include the presence of hazardous waste, bio hazardous waste, special waste (unless arrangements for the collection of this waste have been made with the customer), universal waste, or hazardous substances in the container, materials placed in plastic bags or otherwise not in the required containers, the commingling of Recyclable Solid Waste or Green Waste with Solid Waste, placement of palm fronds or

large tree trunks or limbs into the Green Waste container, or overfilling of a roll-off box such that it would cause a violation of applicable weight restrictions. Contractor shall maintain a log containing the name and address of each Premises where solid waste is tagged and the date of such tagging. The log shall be maintained for inspection by the City, upon request. Where there have been three or more instances of non-collection at a Commercial Premises in any twelve (12) month period, Contractor may charge the Premises a Contamination Fee, which will be charged as a special fee.

## **SECTION 6.**

### **A. Developments in Methods and Technologies for Refuse and Recyclable Materials Collection**

Contractor and the City understand Solid Waste handling is a dynamic and evolving industry. Contractor agrees to meet with the City Manager annually or City Council to confer with the City to review and discuss commercially reasonable technological advances for post-collection processing, handling, diversion or resource recovery, and their potential application in the City. Based upon those consultations, City or Contractor may desire to implement new methods of processing, handling diversion or resource recovery, including but not limited to a waste/manure conversion or energy recovery facility. In such event, the City agrees to provide Contractor the exclusive opportunity to present a proposal to perform such new or additional services, programs or methods, and thereafter the parties agree to negotiate exclusively with each other and in good faith for a period of not less than three months regarding mutually agreeable terms and conditions for Contractor to provide the new or additional services, programs or methods. The parties also agree to negotiate in good faith regarding an adjustment to the rates, to the extent required to leave Contractor in the same financial position as it occupied prior to implementation of the additional services, programs or methods. This does not waive the City's rights to independently seek additional technologies for refuse and recycling disposal facilities.

### **B. Community Education**

- 1) It shall be the Contractor's responsibility to provide a comprehensive public education and customer awareness program that aids all customers in understanding services available and how to use them. This program shall include an emphasis on recycling and reuse of materials by all customers.
- 2) The City shall provide all new customers with "welcome" packets that describe services available to the customers and how to use them. Contractor shall, at least twice a year, provide customers through direct mailings, public events or City publications information that promotes recycling and addresses service issues that arise.
- 3) Activities conducted through the special recycling promotion program shall be those agreed upon by the City and Contractor and contained in an annual work plan for education and promotion. It is contemplated that this program conduct activities that augment those the Contractor typically does in terms of education and not serve to replace efforts the Contractor has historically made.

The City, prior to the preparation of any materials for distribution, shall approve all information related to the solid waste and recycling services

## SECTION 7. FRANCHISE TERM

- A. The term of this Agreement shall be for an initial period of ten (10) years, and shall commence on January 1, 2014 and expire at the close of business on December 31, 2023.
- B. By mutual consent, the Franchise Agreement may be extended for an additional five (5) years, from January 1, 2024 to December 31, 2028.

## SECTION 8. FRANCHISE TRANSFERRABLE: CITY CONSENT REQUIRED

- A. The franchise granted by this amended and restated Agreement shall not be transferred, sold, hypothecated, sublet or assigned, sold or transferred, either in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any person, except the Contractor, either by act of the Contractor or by operation of law, without the prior written consent of the City expressed by resolution. Any attempt by Contractor to assign this franchise without the consent of the City shall be void.
- B. City consent is required for any change in ownership of Contractor. "Change in ownership" shall mean any acquisition of more than twenty-five percent (25%) of Contractor's voting stock by a person, or group of persons acting in concert, who do not already own twenty-five percent (25%) or more of the voting stock. However, a change of ownership shall not include the acquisition of Contractor's voting stock by an entity affiliated with Contractor.
- C. The City shall not unreasonably withhold its consent to a transfer or change of ownership of the franchise granted by this Agreement. The City may impose reasonable conditions of approval on a transfer, including, but not limited to, conditions requiring acceptance of amendments to this Agreement.
- D. Any transfer or change in ownership of the Contractor occurring without prior City approval shall constitute a material breach of this Agreement.

## SECTION 9. BILLING AND FRANCHISE FEE

- A. Franchise Fee. For the privileges granted to and conferred upon Contractor by the City under this Agreement, Contractor shall pay the City a franchise fee in the amount of \$87,000 each month. The franchise fee is intended to help the City recover the costs of time spent overseeing the franchise agreement, ensuring compliance with state and federal waste disposal and recycling laws, completing projects to deal with water quality/national pollutant discharge elimination system ("NPDES") requirements, and the impact of the franchisee's operations on City streets and other public property.

The franchise fee due and payable to the City shall be increased annually by the same percentage which Contractor's rates are increased, subject to the same limitations imposed by this Agreement on Contractor's rate increase.

- B. City Billing. The City shall invoice and collect payments from all customers, except for those customers described in subsection F below. The City shall compensate the Contractor monthly, in a total amount based upon the standard service charge, as it may be adjusted from time to time, and for any special services, and special fees intended to reimburse Contractor from costs arising from improper actions by customers (e.g. Contamination Fee and Overage Fee) submitted by Contractor, as provided in

Exhibit "D". Monthly payments with a certified statement of reconciliation by the City shall be paid to the Contractor between the 20<sup>th</sup> and the 28<sup>th</sup> day of each calendar month for the previous month's billings. On or before the 30<sup>th</sup> of each month, Contractor shall provide City the following information. This information will be incorporated into the next invoice submitted by City to a customer: special services and special fees for the previous month, for billing by the City; a listing of all customer locations where service was initiated or canceled during the previous month; and all changes in the level of service provided to any customer.

- C. On or before April 1, 2014, City and Contractor agree to complete a comprehensive route audit and billing reconciliation, for the purpose of among other things, confirming service levels at each Premises billed by City. Thereafter, the City will promptly notify Contractor as and when it receives a request for a change in service from any customer billed by City, and the City and Contractor will determine the appropriate change to the City's billings.
- D. Prior to April 1, 2015, and each April 1 thereafter, the number of customers receiving service and the level of service billed by the City shall be verified as follows:
- 1) Not later than April 30, 2015 and each April 30 thereafter, the City shall provide to the Contractor current billing information for each customer billed by City, including name, address and level of service.
  - 2) Contractor shall have thirty (30) days to review the documentation supplied by the City. Contractor shall inform the City Manager in writing not later than five (5) days following the end of the thirty (30) day review period of any disagreement and the basis for such disagreement.
  - 3) In addition to submitting comments under subsection (2), Contractor may at the same time provide information to the City Manager regarding the number of customers billed by City and service levels based on its own route audit.
  - 4) Contractor and City Manager agree to negotiate in good faith and update the City's billing records as needed within ten (10) days of Contractor's submittals.
- E. City Deductions. City may deduct from its payments to Contractor (i) the amount of the franchise fee, and (ii) a billing and collection fee in an amount of up to \$6,500 each month to compensate City for providing billing and collection services. The maximum amount of the City's billing and collection fee shall be adjusted each July 1 during the term, commencing on July 1, 2014, by the same annual adjustment percentage applicable to Contractor's rates.
- F. Contractor Billing. Contractor shall bill customers directly for permanent roll-off collection services, Construction and Demolition Waste collection services and temporary bin/roll-off collection services, and for any special services, and special fees intended to reimburse Contractor from costs arising from improper actions by customers (e.g. Contamination Fee and Overage Fee), as provided in Exhibit "D". Payment is due thirty (30) days from the date of invoice. Contractor may also provide for online or credit card payment.

- G. Overfilling of Containers. Where Contractor identifies instances of overfilling of trash or manure containers, the Contractor will document the overfilling through the use of film or digital photography. Contractor may charge an Overage Fee for cleaning up the container area and placing overfilled material into the collection vehicle, which will be charged as a special fee.

## **SECTION 10. IMPOSITION OF DAMAGES OR TERMINATION**

- A. If the City Manager determines that the Contractor's performance pursuant to this amended and restated Agreement has not been in material conformance with reasonable industry standards which are obtained in similar cities in Southern California or with the provisions of this Agreement, City Manager may advise Contractor, in writing, of such deficiencies. The City Manager may, in such written instrument, set a reasonable time within which correction of all such deficiencies is to be made. Unless otherwise specified, a reasonable time for correction shall be sixty (60) days from the receipt by the Contractor of such written notice. The City Manager shall review the Contractor's response and refer the matter to the City Council or, decide the matter and notify the Contractor of that decision, in writing. A decision or order of the City Manager shall be final and binding on Contractor if the Contractor fails to file a "Notice of Appeal" with the City Manager within thirty (30) days of receipt of the City Manager's decision. Within ten working days of receipt of the Notice to Appeal, the City Manager shall either refer the appeal to the City Council for proceedings in accordance with Subsections B and C, below, or (except when the Notice of Appeal relates to the order of the hearing officer) refer the matter to a hearing officer as provided in Section 11, below.
- B. The City Council, in such case, may set the matter for hearing. The City Council shall give Contractor, and any other person requesting the same, fourteen (14) days written notice of the time and place of the hearing. At the hearing, the City Council shall consider the report of the City Manager indicating the deficiencies, and shall give the Contractor, or its representatives and any other interested person, a reasonable opportunity to be heard.
- C. Based on the evidence presented at the public hearing, the City Council shall determine by resolution whether this Agreement should be terminated or liquidated damages imposed. If, based upon the record, the City Council determines that the performance of Contractor is in breach of any material term of this Agreement, the City Council may terminate this Agreement or impose liquidated damages. Contractor's performance under its franchise is not excused during the period of time prior to the City Council's final determination as to whether such performance is deficient.
- D. This right of termination or to impose liquidated damages is in addition to any other rights of City upon failure of Contractor to perform its obligations under this Franchise Agreement.
- E. Termination of Franchise. The City reserves the right to terminate this Agreement, following notice and opportunity to correct as described above, or impose liquidated damages in the event of any of the following:
- 1) If the Contractor practices, or attempts to practice any fraud or deceit upon the City.
  - 2) If the Contractor becomes insolvent, unable, or unwilling to pay its debts, or upon filing of an order for relief in favor of contractor in a bankruptcy proceeding.

- 3) If the Contractor fails to maintain in full force and effect the workers compensation and liability insurance, indemnification coverage, or cash bond as required by this Agreement.
- 4) If the Contractor violates any orders of any regulatory body having jurisdiction over the Contractor relative to this Agreement, provided that the Contractor may contest any such orders or rulings by appropriate proceedings conducted in good faith, in which no breach of this Agreement shall be deemed to have occurred.
- 5) If the Contractor ceases to provide collection services as required under this Agreement over all or a substantial portion of the City for a period of seven (7) days or more, except when occurring for reasons not within the control of the Contractor.
- 6) If the Contractor willfully fails to make payments required under this Agreement.
- 7) Any failure of the Contractor to comply with an order of the hearing officer made pursuant to Section 11.

F. Liquidated Damages.

- 1) The City finds, and the Contractor agrees, that as of the time of the execution of this Agreement, it is impractical, if not impossible to reasonably ascertain the extent of damages, which shall be incurred by the City as a result of a material breach by Contractor of its obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: a) substantial damage results to members of the public who are denied services or denied quality or reliable services; b) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of this Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; c) that services might be available at substantially lower costs than alternative services, and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and d) the termination of this Agreement for such breaches and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.
- 2) Contractor agrees to pay as liquidated damages, and not as a penalty, the amounts set forth below:

A. Collection Reliability

- (1) For each failure to deliver containers to a new customer within five (5) business days after order, which exceeds three (3) such failures annually: \$100
- (2) For each failure to collect solid waste, which has been properly set out for collection, from an established account or accounts, on the scheduled collection day and not collected by the end of the next business day, which exceeds fifteen (15) such failures annually: \$25 per occurrence per account

B. Collection Quality

- (1) For each failure to clean up solid waste spilled from solid waste containers (except where caused by overloading or tipping/spilling by the customer) that exceeds ten (10) such failures annually: \$100
- (2) For each occurrence of collecting solid waste during unauthorized hours that exceeds five (5) such occurrences annually: \$100
- (3) For failure to meet vehicle requirements such as leaks, cleanliness, requirement to carry fire extinguisher, or maximum age limits that exceeds ten (10) such failures annually: \$100 for each occurrence or daily usage, as the case may be

C. Customer Responsiveness

- (1) For each failure to initially respond to a customer complaint within one (1) business day: \$100
- (2) For each failure to promptly accept any customer call due to the lack of adequate staff fluent in English and Spanish that exceeds ten (10) such occurrences annually: \$100
- (3) For each failure to remove graffiti from bins and roll-off boxes within five (5) business days of employee observation or receipt of request from City or customer: \$100

D. Timeliness of Submissions to the City

- (1) Submittal of report after due date  
Quarterly Reports: \$100 per day  
Annual Reports: \$100 per day
- (2) For failure to respond to a letter from the City regarding a performance matter within five (5) working days: \$300 per day

E. Cooperation with Service Provider Transition. For each day routing information requested by City is received after City-established due dates, both for preparation of a request for proposals and for new service provider's implementation of service: \$1,000 per day

F. General Contract Adherence. For each occurrence where Contractor fails to provide services required under the Agreement, or comply with terms of the Agreement, five (5) business days after receipt of written notification from City that such services are not being provided or terms are not being met: \$750 per occurrence

- 3) Liquidated damages shall only be assessed after Contractor has been given notice and opportunity to cure as provided in Section 10.A, but has failed to rectify the deficiencies of which it has been notified. The notice shall include a brief description of the incident or the event of non-performance. Contractor may review (and make copies at its own expense) all non-confidential information in

the City's possession relating to the incident or the event of non-performance. Contractor may, within ten (10) days after receiving the notice, request a meeting with the City Manager or the City Manager's designee. Contractor may present evidence in writing and through testimony of its employees and others relevant to the incident or the event of non-performance. The City Manager shall provide Contractor with a written explanation of the determination on each incident or event of non-performance prior to authorizing the assessment of liquidated damages. The decision of the City Manager shall be final. Notwithstanding any provision of law to the contrary, the City has the affirmative duty to undertake reasonable measures to mitigate the amount of liquidated damages asserted or collected.

- 4) Timing of Payment. Contractor must pay any liquidated damages assessed by the City within ten (10) days after they are assessed. If assessed damages are not paid within the ten (10) day period, the City may proceed against the performance bond or exercise any other right or remedy available to City under this Agreement or at law or in equity, or any combination of these remedies.

## **SECTION 11. ADMINISTRATIVE HEARING PROCEDURES**

- A. Upon the filing of a Notice of Appeal pursuant to Section 10.A. or if the Contractor should allege a breach of the Agreement by the City, either the City Manager or the City Council may refer the matter to a hearing officer. City and Contractor shall mutually agree on a hearing officer. If agreement is not reached within twenty (20) days of the filing of the notice of breach, then Contractor shall select the hearing officer from a list of three potential hearing officers who are retired California Superior Court judges or Appellate Court justices, none of whom are related to parties, prepared by the City Manager and approved by the City Council.
- B. The hearing shall be conducted according to California Code of Civil Procedure Section 1280, et seq. The exclusive venue shall be in Riverside County, California. A hearing officer to whom a matter is referred shall have the authority to: 1) order the City or Contractor to undertake remedial action to cure the breach and to prevent occurrence of similar breaches in the future; 2) assess damages upon the City or the Contractor consistent with the terms of this Agreement; or 3) find there has been no breach. If the hearing officer finds there has been no breach, such a decision precludes the City from terminating this Agreement or imposing liquidated damages. For any occurrence or series of related occurrences, the damages awarded shall be reasonably related to the seriousness of the breach.
- C. The party losing the hearing shall be liable for the hearing officer's fees.
- D. The hearing officer shall commence the hearing within thirty (30) days of selection unless the parties otherwise agree. Any party to the hearing may issue a request to compel reasonable document production from the other party. Disputes concerning the scope of document production and enforcement of document requests shall be subject to agreement by the parties, or if agreement is not reached within twenty (20) days of that document request, then by disposition by order of the hearing officer. Any such document request shall be subject to the proprietary rights and rights of privilege of the parties, and the hearing officer shall adopt procedures to protect such rights. Except as may be otherwise specifically agreed by the parties, no other form of pretrial discovery shall be available to the parties provided that if either party notifies the hearing officer that a material violation of the franchise or rights in connection therewith is claimed by either party, the provisions of Code of Civil Procedure Section 1283.05 shall apply.

- E. Neither party may communicate separately with the hearing officer after the hearing officer has been selected. All subsequent communications between a party and a hearing officer shall be simultaneously delivered to the other party. This provision shall not apply to communications made to schedule a hearing or request a continuance.
- F. Until final decision is entered from the hearing officer and the time for appeal or other post-judgment petition has expired, the imposition or enforcement of any penalties or sanctions provided in the amended and restated Agreement and related to the subject matter of the hearing shall be stayed.
- G. The order of the hearing officer may be appealed by Contractor by the filing of a Notice of Appeal with the City Council, and the City Council shall hold a hearing and take appropriate action in accordance with Section 10.B.

## **SECTION 12. CITY'S ADDITIONAL REMEDIES**

In addition to the remedies set forth in Section 10 and 11 above, City shall have the following rights and remedies following a material breach by Contractor which is not remedied following notice and opportunity to cure pursuant to Section 10.A.

- A. To rent or lease equipment from Contractor at its fair and reasonable rental value for the purpose of collecting, transporting, recycling, composting, and disposing of Solid Waste, Green Waste or Recyclable Solid Waste which Contractor is obligated to collect, transport, recycle, compost, and dispose of for a period not to exceed six (6) months. In the case of equipment not owned by Contractor, Contractor shall assign to City, to the extent Contractor is permitted to do so under the instruments pursuant to which Contractor possesses such equipment, the right to possess the equipment. If City exercises its rights under this Section, City shall pay to contractor the reasonable rental value of the equipment so taken for the period of City's possession thereof.
- B. The right to license others to perform the services otherwise to be performed by Contractor hereunder or to perform such services itself.
- C. The right to obtain damages and/or injunctive relief.

## **SECTION 13. RIGHTS OF CITY TO PERFORM DURING EMERGENCY**

- A. Should Contractor, for any reason whatsoever, except the occurrence or existence of an event of "Force Majeure", refuse or be unable to collect, transport, recycle, compost, and dispose, and provide temporary bin/roll-off services for any or all of the Solid Waste, Green Waste, and Recyclable Solid Waste which it is obligated to collect under this Agreement for a period of more than seventy-two (72) hours, and if as a result thereof, Solid Waste, Green Waste and Recyclable Solid Waste should accumulate in City to such an extent, or in such a manner, or for such a time that the City Manager should find that such accumulation endangers or menaces the public health, safety, or welfare, then in such event City shall have the right, upon twenty-four (24) hour prior written notice to Contractor, during the period of such emergency, to temporarily take possession of any or all equipment and facilities of Contractor, and to use such equipment and facilities to collect, recycle, compost, and transport any or all Solid Waste, Green Waste and Recyclable Solid Waste which Contractor would otherwise be obligated to collect, recycle, compost, transport, and dispose of pursuant to this Agreement. Contractor agrees that in such event it shall fully cooperate with City to affect such a transfer of possession for City's use.

- B. Contractor agrees that, in such event, City may take temporary possession of and use of all of said equipment and facilities without paying Contractor any rental or other charge, provided that City agrees that, in such event, it assumes complete responsibility for the proper and normal use of such equipment and facilities. City agrees that it shall immediately relinquish possession of all of the above mentioned property to Contractor upon receipt of written notice from Contractor that it is able to resume its normal responsibilities under this Agreement.

#### **SECTION 14. PRIVACY**

- A. Contractor shall strictly observe and protect the rights of privacy of customers. Information identifying individual customers or the composition or contents of a customer's waste stream shall not be revealed to any person, governmental unit, private agency, or company, unless upon the request of a law enforcement agency, the authority of a court of law, by statute, or upon valid authorization of the customer. The provision shall not be construed to preclude Contractor from preparing, participating in, or assisting in the preparation of waste characterization studies or waste stream analyses which may be required by AB 939.
- B. Contractor shall not market or distribute, outside the normal course of its business, mailing lists with the names and addresses of customers.
- C. The rights accorded customers pursuant to this Section shall be in addition to any other privacy right accorded customers pursuant to Federal or State law.

#### **SECTION 15. REPORTS AND ADVERSE INFORMATION**

- A. Quarterly Report. Contractor shall submit to City a Quarterly Report in a form acceptable to City within forty-five (45) days following the end of each calendar quarter, and shall at a minimum include the following information:
  - 1) Volume of Solid Waste, Green Waste or Recyclable Solid Waste collected (in tons).
  - 2) Volume of Solid Waste diverted from landfill disposal as the result of Contractor's performance of the Recyclable Solid Waste collection program, in a manner consistent with the reporting requirements promulgated pursuant to AB 939.
  - 3) A record of Recyclable Solid Waste sold reflecting the quantity or tonnage sold of each category.
  - 4) Information compiled concerning customer complaints, along with a brief narrative describing any operational changes made to respond to complaints received and to prevent their reoccurrence in the future; and
  - 5) A list of notices issued detailing Recyclable Solid Waste contamination problems and Contractor's follow-up actions, including copies of contamination notices and warning letters issued during the month.
- B. Annual Reports. The City may require, by written notice given no later than the end of any calendar year, that within sixty (60) days after the end of each calendar year, the Contractor submit a written annual report, including, but not limited to, the following information:

- 1) A summary of the previous year's (or, in the case of the initial report year, the initial year's) activities including, but not limited to, services began or discontinued during the reporting year, and the number of customers for each class of service.
  - 2) A report, in a form satisfactory to the City, on the City's progress in meeting, and maintaining its ability to meet its goals, under AB 939, along with any recommended changes.
  - 3) A revenue statement setting forth quarterly revenue received from the sale of recyclables collected pursuant to this Agreement.
  - 4) A list of Contractor's officers and members of its board of directors.
  - 5) A list of stockholders or other equity investors holding five percent (5%) or more the voting interest in the Contractor and any subsidiaries, unless Contractor is a public corporation or is affiliated with a public corporation in which case Contractor shall provide a copy of the annual report.
  - 6) Financial Statements, if requested by the City, showing gross revenues of the Contractor for services performed under this Agreement.
- C. AB 939 Reporting. Contractor shall assist the City in the preparation of all reports required under AB 939. This shall include development of all data required to prepare reports required by the Integrated Waste Management Board.
- D. Adverse Information. The Contractor shall submit to City copies of all pleadings, applications, notifications, communications, and documents of any kind, submitted by the Contractor, as well as copies of all decisions, correspondence, and actions by, any Federal, State, and local courts, regulatory agencies, and other government bodies that adversely affect Contractor's ability to perform services pursuant to this Agreement. All reports and records required under this or any other section shall be furnished at the sole expense of the Contractor.
- E. Failure to Report. The refusal, failure or neglect of the Contractor to file any of the reports required, or the inclusion of any materially false or misleading statement or representation made knowingly by the Contractor in such report shall be deemed a material breach of this Agreement.

#### **SECTION 16. REVIEW OF PERFORMANCE, QUALITY OF SERVICE, AND SYSTEM AND SERVICE REVIEW**

- A. At City's sole option, within ninety (90) calendar days of the first anniversary of the effective date of this Agreement, or each five (5) years thereafter throughout the term of this Agreement, City may hold a public hearing at which the Contractor shall be present and shall participate, to review the Contractor's performance and quality of service, collection and recycling systems, and other services. In addition, any customer may submit comments or complaints during the review meetings, either orally or in writing, and these shall be considered.
- B. At any time, upon written request from the City, the Contractor shall, within sixty (60) calendar days, submit a report to City indicating the following:

- 1) All Solid Waste collection, composting, and recycling services reported in Solid Waste collection, and recycling industry trade journals that are being commonly provided on an operational basis, excluding tests and demonstrations, to communities in the United States with comparable populations, that are not provided to City.
  - 2) Changes recommended to improve the City's ability to meet state-mandated waste diversion goals.
  - 3) The value of recyclables, the revenue obtained through the sale of recyclables, and the expense of collecting and transporting the recyclables.
- C. Not later than sixty (60) days after the conclusion of each system and service review hearing, or review of information submitted by Contractor, City shall issue a report.

## **SECTION 17. COMPENSATION**

- A. Contractor Service Rates. Contractor shall provide the services described in this Agreement in accordance with the rates fixed by City from time to time, all as described as set forth in the Exhibit "D "Schedule of Rates", effective January 1, 2014, as those rates may be amended by resolution of City Council.
- B. Annual Rate Adjustment. Beginning July 1, 2014 and on each July 1 thereafter, Landfill Disposal rate shall be adjusted in accordance with the rate adjustment methodology set forth below. Contractor shall submit to the City, on or before the March 1 prior to the effective date of the rate adjustment, information in support of the adjustment. The City agrees to promptly review Contractor's request, and to undertake all actions required to timely implement the requested adjustment by July 1, 2014 and each July 1, thereafter. The requested adjustment will be reviewed and acted on by the City on or before the second City Council meeting prior to the effective date of the rate adjustment, and the City's approval may not be withheld unreasonably.

The total rate will be adjusted by one hundred percent (100%) of the average of the monthly percentage increases in the Consumer Price Index (CPI), All Urban Consumers, for the Los Angeles, Riverside, Orange Counties MSA, as published by the United States Department of Labor, Bureau of Labor Statistics, for the December to December period immediately proceeding the effective date of the rate adjustment.

- C. Notice of Rate Increases. The Contractor shall provide the City written notice of the implementation of changes in any of its rates and charges which are not subject to regulation by the City. The notice shall include a statement of the reasons for the rate increase, which shall be approved by the City before distribution.
- D. Resolution of Disputes Regarding Rate Adjustments. Any dispute regarding the Annual Rate Adjustment and Landfill or Green Waste Rate Adjustment, or the computation thereof, or any other dispute regarding Contractor's reimbursement for fees, special services, or other charges shall be decided by the City Manager, or referred by the City Manager to the City Council, or the hearing officer, as appropriate.
- E. Extraordinary Costs. In addition to, and not in lieu of, the adjustments described above, Contractor shall also be entitled to rate increases or decreases in an amount equal to Contractor's extraordinary increases or decreases in performing its cost of collection, landfill, or green waste processing/disposal services. Such extraordinary cost increases or decreases shall be subject to City Council approval. Such extraordinary increases or

decreases in its costs of collection shall include, by way of example and not by way of limitation: 1) a change in the location of the sites to which the Contractor transports Solid Waste or Green Waste for processing/disposal; 2) new or increased taxes or fees payable by Contractor based on its operations hereunder by a governmental body; 3) changes in the local, state, or federal laws governing collection, separation, transportation or disposal of Solid Waste; and 4) material increases in fuel and/or labor costs.

- F. Cost Factors. Each individual cost factor shall be presented by the Contractor by the March 1 prior to the effective date of any rate adjustment, subject to the availability of CPI information. The Contractor shall provide supporting documentation and calculations to support the presented cost factors. Contractor's failure to provide such information on a timely basis does not waive its right to a rate adjustment, provided that the Parties understand and agree that the effective date of a rate adjustment may be delayed in order to provide the City adequate time to review and act on the information presented.

## **SECTION 18. COLLECTION EQUIPMENT**

- A. Contractor shall provide an adequate number of vehicles and equipment for the collection, transportation, recycling, and disposal of Solid Waste, Green Waste, and Recyclable Solid Waste for which it is responsible under this Agreement. The equipment of Contractor used under this Agreement shall be subject to inspection by City on a semi-annual basis, but shall not be subject to any permit fees therefore.
- B. All collection vehicles shall conform to the highest industry standards and shall be maintained in a clean and efficient condition. All collection vehicles shall comply with all applicable provisions of South Coast Air Quality Management District Rule 1193(d)(4)(A), including the implementation schedule set forth in Rule 1193(d)(4)(A). All certificates issued by the California Highway Patrol in the course of vehicle inspections shall be submitted to the City Manager following the effective date of this Agreement and upon each anniversary date during the term of this Agreement. All vehicles and containers used to perform this Agreement shall be kept clean and in good appearance, in good repair and will be uniformly painted to the satisfaction of the City Manager.
- C. All vehicles used by Contractor under this Agreement shall be registered with the Department of Motor Vehicles of the State of California, shall be kept clean and in good repair, and shall be uniformly painted. A sufficient supply of parts must be kept on hand to ensure timely and continuous fulfillment of this Agreement.
- D. All bins and containers provided shall be kept in a reasonable condition and appearance.
- E. Solid Waste collection vehicles shall be washed at least once every seven (7) calendar days.
- F. Contractor's identity, a local or toll free telephone number, and vehicle number shall be visibly displayed on all vehicles in letters and figures not less than five inches (5") high.

## **SECTION 19. PUBLIC ACCESS TO CONTRACTOR**

- A. Office Hours. Contractor's office hours shall be, at a minimum, from 8:00 a.m. to 5:00 p.m. daily on all collection days. A representative of Contractor shall be available during office hours for communication with the public at Contractor's principal office. In the event that normal business problems cannot be rectified over the telephone, a

representative of Contractor shall agree to meet with the customer at a location agreeable to Contractor and the customer. Contractor shall maintain a local or toll free telephone number during both normal office hours and after-hours, and an answering service during all hours other than normal office hours.

B. Service Complaints.

- 1) All customer complaints shall be directed to Contractor. Contractor shall record all complaints received by mail, by telephone, or in person (including date, name, address of complainant, and nature of complaint) and what action was taken to resolve the complaint. Contractor agrees to use its best efforts to resolve all complaints by the close of the next business day following the date on which such complaint is received.
- 2) In addition to the requirements of Section 15.A, all such records shall be maintained and shall be available for inspection by City.

C. Government Liaison Person. The Contractor shall designate a "government liaison person" who shall be responsible for working with the City Manager or the City Manager's designated representative to resolve customer complaints.

D. Community Involvement. It is the intent of this Agreement for the Contractor to be highly involved in community activities throughout the term of this Agreement. The governmental liaison person identified by the Contractor shall be responsible to involve the Contractor in such activities as agreed upon between Contractor and the City Manager.

The general nature of these current and future activities shall be events that benefit the community in ways recognized by the general population. Said participation shall, at the very least, meet current levels and increase proportionally with increases in customers and as the years of the franchise extend in the future. These examples are subject to change over time with the concurrence of the City Manager.

## **SECTION 20. RESOLUTION OF DISPUTED CUSTOMER COMPLAINTS**

- A. A customer dissatisfied with Contractor's handling of a complaint may ask the City to review the complaint. To obtain this review, the customer must request City review within thirty (30) days of receipt of Contractor's response to the Complaint, or within forty-five (45) days of submitting the complaint to the Contractor, if the Contractor has failed to respond to the complaint. The City may extend the time to request review for good cause.
- B. Before reviewing the complaint, the City Manager shall refer it to the Contractor. If the Contractor fails to cure the complaint within ten (10) days, the City Manager shall review the customer's complaint and determine if further action is warranted. The City Manager may request written statements from the Contractor and customer, and/or oral presentations.
- C. The City Manager shall determine if the customer's complaint is unresolved and, if so, what remedy, if any, shall be imposed. The remedy under this Section shall be limited to a rebate of customer charges related to the period of breach.

- D. The City Manager may delegate these duties to a designee. The decision of the City Manager or his designee shall be final on any matter under Five Thousand Dollars (\$5,000.00). In the event of a decision on a matter awarding Five Thousand Dollars (\$5,000.00) or more, Contractor may seek review pursuant to Section 10 above.

## **SECTION 21. OWNERSHIP OF WASTE**

- A. Once Solid Waste, Green Waste, and Recyclable Solid Waste are collected, ownership shall transfer to Contractor, subject to the terms of this Agreement, or by operation of law. Contractor is hereby granted the right to retain, recycle, compost, dispose of, and otherwise use such Solid Waste, Green Waste, and Recyclable Solid Waste, or any part thereof, in any lawful fashion or for any lawful purpose desired by Contractor. Subject to the provisions of this Agreement, Contractor shall have the right to retain any benefit or profit resulting there from. The Solid Waste, Green Waste, and Recyclable Waste or any part thereof, which is disposed of at a disposal site or sites (whether landfill, transformation facility, transfer station, or material recovery facility) shall become the property of the owner or operator of the disposal site or sites once deposited there by Contractor. At no time does City obtain any right of ownership or possession of Solid Waste, Green Waste, or Recyclable Solid Waste placed for collection, and nothing in this amended and restated Franchise Agreement shall be construed as giving rise to any inference that City has ownership rights; provided, however, that the City retains all rights under Section 5.H.2.

## **SECTION 22. INDEMNIFICATION, INSURANCE AND BONDS**

- A. Indemnification of City. Contractor agrees that it shall protect, defend with counsel approved by City, indemnify, and hold harmless City, its officers, employees, and agents and at no cost to City, from and against any and all losses, liabilities, fines, penalties, claims, damages, liabilities, (including reasonable attorney's fees), arising out of or resulting in any way from Contractor's performance of its obligations pursuant to this Agreement, except to the extent of the negligence or willful misconduct of the City, its officers, employees, agencies, or contractors. This provision is in addition to all other provisions of this Agreement and is intended to apply to Contractor's actions during the term of this Agreement and survive the end of the term of this Agreement.
- B. Indemnification of Contractor. The City shall indemnify, defend and hold the Contractor, its affiliates and their respective officers, directors, employees, and shareholders harmless from and against any and all liabilities, losses, damages, claims, actions, causes of action, judgments, costs, and expenses (including reasonable attorney's fees) arising from or in any manner related to the negligence or willful misconduct of the City, its officers, employees, agents, or contractors.
- C. Hazardous Substances Indemnification. Contractor shall indemnify, defend with counsel approved by City, protect and hold harmless City, its officers, employees, agents, and assignees, against all remediation and removal actions (including but not limited to attorney's and expert witness fees) incurred or suffered by, or asserted against, City or its officers, employees, agents, or Contractors arising from or attributable to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial or response, plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes at any place where Contractor disposes of Solid Waste pursuant to this Agreement. This indemnification shall also apply to similar wastes disposed of by Contractor or its predecessor prior to the effective date of this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107 (e) of the Comprehensive Environmental

Response, Compensation and Liability Act, "CERCLA", 42 U.S.C. Section 9607 (e) and California Health and Safety Code Section 5364, to insure, protect, hold harmless, and indemnify City from liability. This provision is in addition to all other provisions of this Agreement and is intended to apply to Contractor's actions both during and prior to the term of this Agreement and survive the end of the term of this Agreement. Notwithstanding any provision to the contrary, the foregoing indemnification shall not apply with respect to any facility or location that the City directs solid waste to be transported, stored, handled, processed or disposed that is not owned and operated by Contractor or an affiliate.

- D. AB 939 Indemnification. Contractor agrees to protect, defend, with counsel approved by the City, and indemnify City against all fines or penalties imposed by CalRecycle in the event the source reduction and recycling goals or any other requirement of AB 939 are not met as the result of Contractor's failure to perform the recycling activities set forth in this Agreement, or Contractor's delays in providing information that prevents City from submitting reports required by AB 939 in a timely manner. Subject to the scope of this indemnification, Contractor further agrees to appear and represent the City in any appeals, proceedings and/or litigation brought against City for alleged failure to comply with AB 939.
- E. Worker's Compensation Insurance. Contractor shall obtain and maintain in full force and effect throughout the entire term of this amended and restated Agreement Worker's Compensation Insurance in accord with the provisions and requirements of the Labor Code of the State of California. Endorsements evidencing the required coverage shall be filed and maintained with the City Clerk throughout the term of this amended and restated Agreement. The policy providing coverage shall be to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days (ten (10) days in the event of termination for non-payment) prior written notice by certified mail, return receipt requested, has been given to City. The policy shall also be amended to waive all rights of subrogation against the City, its elected or appointed officials, employees, agents, or Contractors for losses which arise from work performed by the persons insured for the City.
- F. Public Liability Insurance. Contractor shall obtain and maintain in full force and effect throughout the entire term of this amended and restated Agreement a Broad Form Comprehensive General Liability (occurrence) policy with a minimum limit of FIVE MILLION DOLLARS (\$5,000,000.00) aggregate and FIVE MILLION DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage. Said insurance shall protect Contractor and City from any claim for damages for bodily injury, including accidental death, as well as from any claim for property damage which may arise from operations performed pursuant to this Agreement, whether such operations are by Contractor itself, or by its agents, employees, and/or sub-contractors. Copies of the endorsements evidencing the above required insurance coverage shall be filed with the City Clerk. All of the following endorsements are required to be made a part of the insurance policies required by this Section:
- 1) "The City, its employees, agents, Contractors, and officers, are hereby added as insured's as respects liability arising out of activities performed by or on behalf of Contractor."
  - 2) "This policy shall be considered primary insurance as respects any other valid and collectible insurance the City may possess including any self-insured retention the City may have, and any other insurance the City does possess shall be considered excess insurance and shall not contribute with it."

- 3) "This insurance shall act for each insured, as though a separate policy had been written for each. This, however, shall not act to increase the limit of liability of the insuring company."
- 4) "Thirty (30) days (ten (10) days in the event of termination for non-payment) prior written notice by certified mail, return receipt requested, shall be given to the City in the event of cancellation of this policy for whatever reason. Such notice shall be sent to the City Clerk."

The requirements of this section may be satisfied in whole or in part by an approved plan of self-insurance.

- G. Performance Bond or Letter of Credit. Contractor shall furnish a corporate surety bond as security for performance under this amended and restated Agreement. The amount of the bond shall be four hundred and twenty five thousand dollars (\$425,000.00). Premiums for the above-described bond shall be paid by the Contractor. A certificate from the surety showing that the bond premiums have been paid in full shall accompany the bond. The surety on the bond shall be a company authorized to do business in the State of California.
- H. City Business License. To the extent applicable, Chapter 5.04 of the Norco Municipal Code requires Contractor and any subcontractors to acquire a City Business License.

### **SECTION 23. CONTRACTOR'S AND CITY'S BONDS AND RECORDS: AUDITS**

- A. Contractor and City shall maintain in auditable form certain records specifically relating to the services provided hereunder, including, but not limited to, customer lists, billing records, accounts receivable records, maps, AB 939 compliance records, and customer complaints, for the full term of this amended and restated Agreement, and an additional period of not less than three (3) years. The City or the Contractor shall have the right, upon five (5) business days advance notice, to inspect all maps, AB 939 compliance records, customer complaints, and other like materials of the Contractor or City which reasonably relate to either party's compliance with the provisions of this Agreement. Such records shall be made available to either party at each party's regular place of business.
- B. Should examination or audit of either party's records reveal an underpayment or overpayment of any fee required under this Agreement, the amount of such underpayment or overpayment shall become due and payable to the other party with interest at the legal rate of seven percent (7%) not later than fifteen (15) days after written notice of such underpayment or overpayment is sent to either party. Should any underpayment or overpayment of more than three percent (3%) be discovered, the responsible party shall bear the entire cost of the audit.

### **SECTION 24. GENERAL PROVISIONS**

- A. Force Majeure. Contractor shall not be in default under this Agreement in the event that the collection, transportation, recycling, composting, and disposal of Solid Waste, Green Waste or Recyclable Solid Waste provided by the Contractor is interrupted or discontinued for any of the following reasons: riots, wars, sabotage, civil disturbances, insurrections, explosion, natural disasters such as floods, earthquakes, landslides, and fires, strikes, lockouts, and other labor disturbances or other catastrophic events which are beyond the reasonable control of Contractor. Other catastrophic events do not

include the financial inability of the Contractor to perform or failure of the Contractor to obtain any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the negligent acts or omissions of the Contractor.

- B. Independent Contractor. Contractor is an independent contractor and not an officer, agent, servant, or employee of City. Contractor is solely responsible for the acts and omissions of its officers, agents, employees, contractors, and sub-contractors, if any. Nothing in this Agreement shall be construed as creating a partnership or joint venture between City and Contractor. Neither Contractor nor its officers, employees, agents, or sub-contractors shall obtain any rights to retirement or other benefits which accrue to City employees.
- C. Pavement Damage. Contractor shall be responsible for any damage due to Contractor's negligence, to City's driving surfaces, whether or not paved, resulting from vehicles providing services pursuant to this Agreement, and driving surfaces at the location of bins, roll-offs, and containers on public or private property, normal wear and tear excluded.
- D. Property Damage. Any physical damage to public or private property or other City property caused by the negligent or willful acts or omissions of Contractor, its employees, agents, or sub-contractors shall be repaired or replaced by Contractor.
- E. Right of Entry. Contractor shall have the right, until receipt of written notice revoking permission to pass is delivered to Contractor, to enter or drive on any public or private street, court, place, easement, or other private property necessary for the purpose of providing the collection, transportation, recycling, composting, and disposal of Solid Waste, Green Waste and Recyclable Solid Waste pursuant to this Agreement.
- F. Law to Govern: Venue. The law of the State of California shall govern this Franchise Agreement. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Riverside. In the event of litigation in U.S. District Court, exclusive venue shall lie in the Central District of California.
- G. Fees and Gratuities. Contractor shall not, nor may it permit any agent, employee or sub-contractor to request, solicit, or demand either directly or indirectly, any compensation or gratuity for services except as otherwise provided for under this Agreement.
- H. Changes in Law and Amendment. This Agreement is intended to assist the City in carrying out its obligations to comply with the provisions of the California Integrated Waste Management Act of 1989, (AB 939) as it, from time to time, may be amended, and as implemented by regulations of the CalRecycle (Regulations), as they, from time to time, may be amended. In the event that AB 939 or other State or Federal laws or regulations enacted after this Agreement has been executed, prevent or preclude compliance with one or more provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations. Except as otherwise provided herein, no other amendment of this Agreement shall be valid unless in writing duly executed by the parties.

- I. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered or sent by telecopier (fax), or United States Certified Mail, postage prepaid, return receipt requested, and addressed as follows:

To City: City of Norco  
Attn: City Manager  
2870 Clark Avenue  
Norco, CA 92860  
Fax: (951) 270-5622

To Contractor: USA Waste of California, Inc.  
(a Waste Management company)  
Attn: District Manager  
800 S. Temescal Street  
Corona, CA 92879  
Fax: (951) 817-2402

With copy to:

Waste Management – Southern California Area  
9081 Tujunga Avenue  
Sun Valley, CA 91352  
Attention: Legal Counsel

or to such other addresses as either party may, from time to time, designate by notice to the other given in accordance with this Section. Notice shall be deemed effective on the date personally served or, if mailed, three (3) business days from the date such notice is deposited in the United States Mail.

- J. Savings Clause and Entirety. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or un-enforceability of such provision shall not affect the validity and enforceability of any of the remaining provisions of this Agreement.
- K. Exhibits Incorporated. Exhibits "A" through "E" are attached to and incorporated into this Agreement by reference.

IN WITNESS WHEREOF, Contractor and the City have executed this agreement in Norco, California, on \_\_\_\_\_, 2013.

Approved as to Content:

Approved as to Form:

By: \_\_\_\_\_  
Director

By: \_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF NORCO:

USA WASTE OF CALIFORNIA, INC.

By: \_\_\_\_\_  
City Manager

\_\_\_\_\_  
(Print name)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

Attest:

\_\_\_\_\_  
Telephone Number      Fax Number

By: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Social Security/Tax ID Number

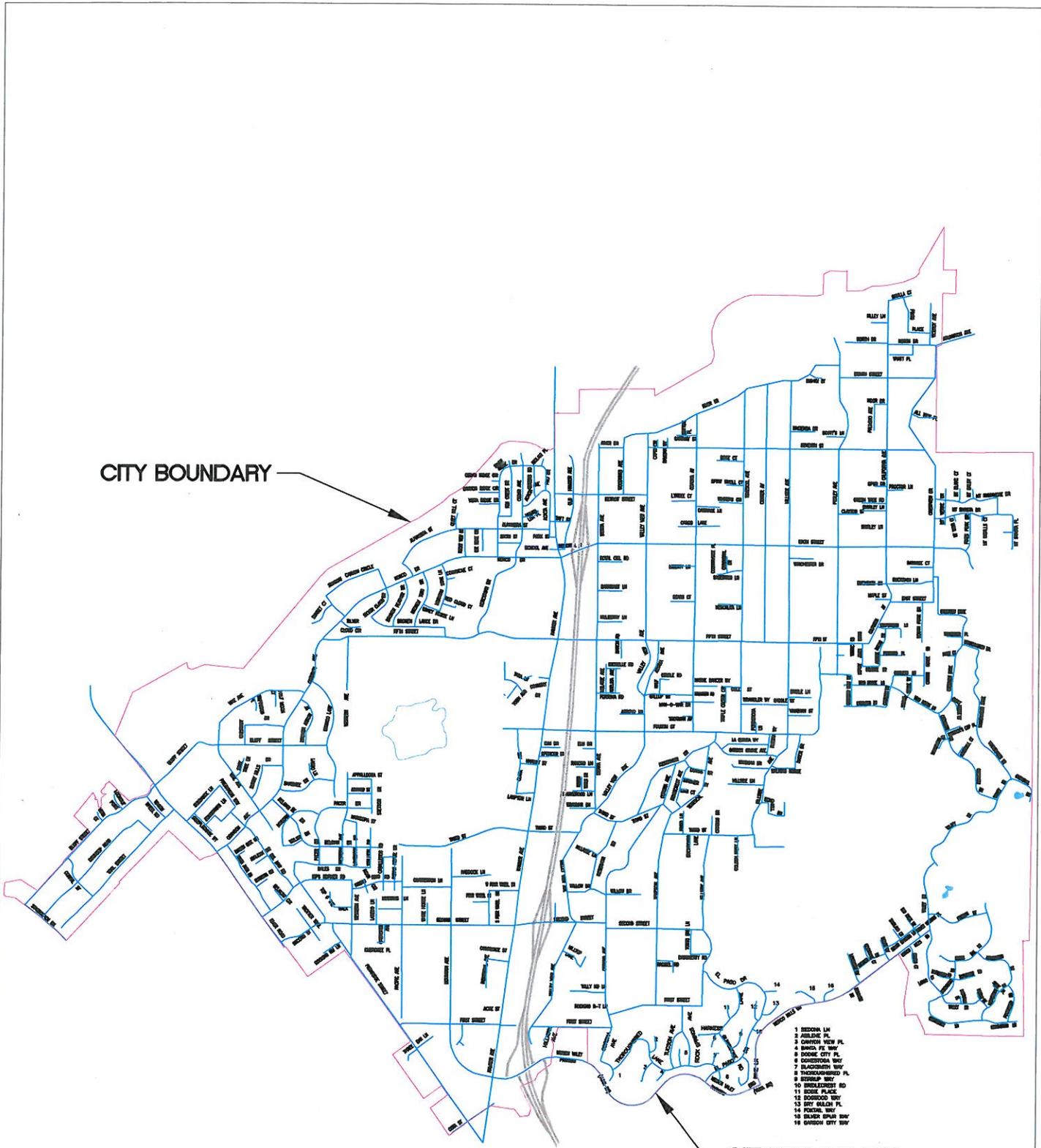
Date: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT "A"

FRANCHISE AREA

All portions of the City as shown on the attached map.



**EXHIBIT 'A'**  
**CITY OF NORCO FRANCHISE AREA**

EXHIBIT "B"  
SPECIAL WASTES

Flammable waste.

Containerized waste (e.g. drum, barrel, portable tank, box, pail, etc.).

Waste transported in a bulk tanker.

Liquid waste.

Sewage sludge.

Waste from a pollution control process and/or industrial process.

Residue and debris from the cleanup of a spill or release of chemical substances, commercial products or any other special wastes.

Contaminated soil, waste, residue, debris, and articles from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation, or disposal of any other special wastes.

Dead animals and/or slaughterhouse waste.

Waste water.

Explosive substances.

Radioactive materials.

Hazardous materials as defined by state and federal law.

Friable and/or nonfriable asbestos waste.

Empty containers which have been used for pesticides, herbicides, fungicides, or rodenticides.

Waste which is prohibited from disposal at a Class III Landfill.

Waste which has been rejected from disposal at a landfill.

## EXHIBIT "C"

### CITY FACILITIES

#### Parks:

1. Clark Field – 1740 Detroit
2. Community Center Park – Corner of Alhambra Street and Cedar Avenue
3. George Ingalls Equestrian Center – 3737 Crestview Avenue
4. Kips Korner Park – Corner of Kips Korner and Parkridge Avenue
5. Neal Snipes Park – Corner of Fifth Street and Hamner Avenue
6. Norco Hills Park – 913 Harness Lane
7. Pacer Park – Corner of Pacer Drive and Morgan Street
8. Parmenter Park – Temescal Avenue
9. Pikes Peak Park – Corner of Sixth Street and Crestview Avenue
10. River Trails Park – Hamner Avenue
11. Sundance Park – 4047 Sundance Lane
12. Ted Brooks Park – Corner of Bluff Street and Vine Street
13. Wayne Makin Park – 3364 Western Avenue
14. Hawks Crest Park – Corner of Gulf Stream Lane and Aintree Downs Drive

#### City Facilities:

1. City Hall – 2870 Clark Avenue
2. Senior Center – 2690 Clark Avenue
3. Nellie Weaver Hall – 3737 Crestview Avenue
4. Animal Shelter – 96 Sixth Street
5. Public Works Yard – 1281 Fifth Street
6. Fire Station 21 – 3368 Corydon Avenue
7. Fire Station 22 – 3902 Hillside Avenue

EXHIBIT "D"

RATES FOR SERVICES

**Residential Service**

	<b>Current Mo. Rate</b>	<b>Proposed Mo. Rate</b>		<b>Current Mo. Rate</b>	<b>Proposed Mo. Rate</b>
<b><u>Basic Service</u></b>			<b><u>Manure Service</u></b>		
Residential Curbside	\$20.36	\$23.71	96 gal	\$23.80	\$28.45
Senior/Disabled 96 gal	\$16.27	\$18.93	2 yard 1x week	\$83.01	\$100.01
Senior/Disabled 64 gal	\$14.05	\$16.31	2 yard 2x week	\$149.58	\$181.44
			2 yard 3x week	\$216.13	\$262.84
			2 yard 4x week	\$282.67	\$344.24
			2 yard 5x week	\$349.23	\$425.65
			Every Other Week	\$52.48	\$62.42
			Extra Pick Up	\$33.88	\$39.73
<b><u>Other Residential Fees</u></b>			<b><u>Roll-Off Service</u></b>		
Cart Exchange (over 1 per year)	*	\$15.00	Open Top with 5.9 tons/p load	\$449.01	\$507.65
Bin Exchange (over 1 per year)	*	\$45.00	Compactor with 8 tons p/load	\$640.34	\$725.11
Recycle Contamination Fee	*	\$68.36	Open Top with 5.9 tons/p load. Hard to Handle	\$514.53	\$579.61
E Waste Pick Up (p/item, after 3 free)	\$23.44	\$26.96	Compactor with 8 tons p/load. Hard to Handle	\$729.47	\$823.03
Extra 96 gal Trash Cart	\$7.33	\$8.43	Delivery/Relocation Trip Fee	\$68.89	\$80.37
Extra 96 gal Greenwaste Cart	\$4.75	\$5.46	Manure Bin-10 yards(Haul + disposal @ \$19.17 ton)	\$218.78	\$255.26
Extra 96 gal Recycling Cart	\$2.29	\$2.63	Locked Lid	\$13.94	\$15.99
Bulky Waste Pick Up (p/item after 3 free)	\$20.96	\$24.46	Roll-Off Set Up Fee	-	\$25.00
Set Up Fee	*	\$10.00			
<b><u>Residential Scout Service</u></b>					
Effective 1-1-14	*	\$6.00			
Effective 7-1-14	*	\$12.00			
Effective 7-1-15	*	\$18.00			

## Commercial Services

	Current Mo. Rate	Proposed Mo. Rate
<b><u>Can Service</u></b>		
2-35 Gal Carts per wk	\$27.73	\$31.95

<b><u>Trash Service</u></b>		
2 yard 1x week	\$95.65	\$109.87
2 yard 2x week	*	\$219.73
2 yard 3x week	*	\$329.60
2 yard 4x week	*	\$439.46
2 yard 5x week	*	\$549.33
2 yard 6x week	*	\$659.19
Extra P/U	\$41.97	\$48.60

<b><u>Trash Service Cont.</u></b>		
3 yard 1x week	\$131.73	\$150.02
3 yard 2x week	\$263.45	\$302.13
3 yard 3x week	\$395.18	\$453.19
3 yard 4x week	\$526.89	\$604.25
3 yard 5x week	\$658.60	\$755.29
3 yard 6x week	\$790.32	\$906.35
Extra P/U	\$59.16	\$68.47

4 yard 1x week	*	\$200.03
4 yard 2x week	*	\$400.06
4 yard 3x week	*	\$600.09
4 yard 4x week	*	\$800.12
4 yard 5x week	*	\$1,000.15
4 yard 6x week	*	\$1,200.18
Extra P/U	*	\$91.29

6 yard 1x week	\$239.78	\$274.47
6 yard 2x week	\$479.59	\$548.97
6 yard 3x week	\$719.38	\$823.45
6 yard 4x week	\$959.17	\$1,097.93
6 yard 5x week	\$1,198.96	\$1,372.40
6 yard 6x week	\$1,438.77	\$1,646.89

	Current Mo. Rate	Proposed Mo. Rate
<b><u>Compactors</u></b>		
2 yard 1x week	\$190.67	\$217.07
2 yard 2x week	\$377.15	\$429.25
2 yard 3x week	\$577.21	\$657.29
2 yard 4x week	*	\$868.29
2 yard 5x week	*	\$1,085.36
2 yard 6x week	*	\$1,302.43
Extra P/U	*	\$145.80

\* Represents new service offerings

<b><u>Compactors Cont.</u></b>		
3 yard 1x week	\$268.56	\$305.22
3 yard 2x week	\$528.62	\$600.51
3 yard 3x week	\$792.93	\$900.76
3 yard 4x week	\$1,057.24	\$1,201.02
3 yard 5x week	\$1,329.00	\$1,509.98
3 yard 6x week	\$1,585.86	\$1,801.52
Extra P/U	*	\$205.41

6 yard 1x week	\$388.30	\$436.52
6 yard 2x week	\$771.33	\$866.88
6 yard 3x week	\$1,157.02	\$1,300.35
6 yard 4x week	\$1,542.68	\$1,733.78
6 yard 5x week	\$1,928.34	\$2,167.22
6 yard 6x week	\$2,314.02	\$2,600.67
Extra P/U	*	\$384.27

<b><u>Recycle Service</u></b>		
2 yard 1x week	\$61.58	\$71.85
2 yard 2x week	*	\$143.70
2 yard 3x week	*	\$215.55
2 yard 4x week	*	\$287.40
2 yard 5x week	*	\$359.25

Extra P/U	\$110.74	\$128.09
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**Recycle Services Cont.**

4 yard 1x week	*	\$130.02
4 yard 2x week	*	\$260.04
4 yard 3x week	*	\$390.06
4 yard 4x week	*	\$520.08
4 yard 5x week	*	\$650.10
4 yard 6x week	*	\$780.12
Extra P/U	*	\$77.52

6 yard 1x week	\$142.40	\$169.24
6 yard 2x week	\$284.99	\$338.71

6 yard 3x week	\$427.40	\$507.96
6 yard 4x week	\$569.91	\$677.33
6 yard 5x week	\$706.26	\$839.38
6 yard 6x week	\$858.62	\$1,020.45

Extra P/U	*	\$107.43
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**Pull Out Fees**

16 - 35 feet	\$10.59	\$12.00
36 - 50 feet	\$13.63	\$20.00
Over 51 feet	\$15.15	\$28.00

2 yard 6x week	*	\$431.10
Extra P/U	*	\$40.95

3 yard 1x week	\$82.05	\$95.73
3 yard 2x week	\$164.03	\$191.38
3 yard 3x week	\$246.11	\$287.15
3 yard 4x week	\$328.24	\$382.98
3 yard 5x week	\$410.23	\$478.64
3 yard 6x week	\$490.85	\$572.71
Extra P/U	*	\$57.08

**Commercial Scout Services**

Set Up Fee	*	\$25.00
Bin Scout Service (p/month p/bin p/service)	\$34.80	\$39.93

**Additional Services**

Temp Bin Service 3 yd	\$205.44	\$236.88
Temp Bin Service 3 yd 1 p/u (72 hours)	\$101.16	\$117.38
Bin Overage Fee (per bin/per service)	\$40.60	\$46.58

\* Represents new service offerings

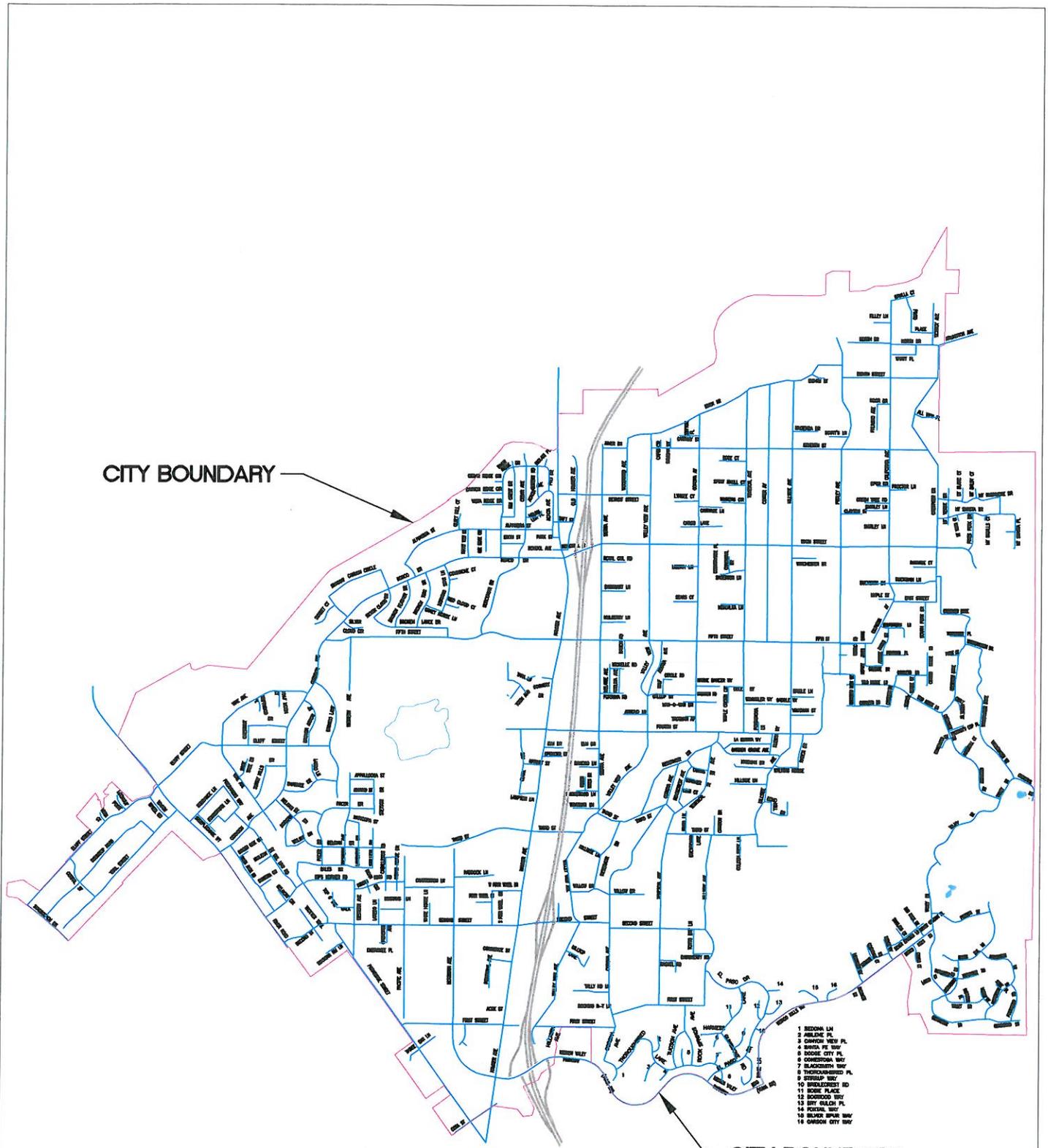
## EXHIBIT "E"

### STREET SWEEPING SPECIFICATIONS

Services shall include furnishing all labor, equipment, tools, fuel, materials, dumping, insurance, supervision, and all other items needed to satisfactory perform all work necessary as specified.

#### 1. Services Required

- a. Routine Sweeping Services: The Contractor shall provide street sweeping services as follows; on designated curbed arterial (major/minor), collector, commercial, residential, and industrial streets; and broom sweeping on non-curbed residential streets. (See attached Exhibit "A")
  - i. Sweeping hours for streets shall be as designated by City, on Tuesday, Wednesday and Thursday, or as approved schedules deem necessary.
  - ii. All streets are scheduled for sweeping once per month (an estimated total of 12 sweeps per year).
  - iii. Medians and centerlines are scheduled for sweeping every other week.
- b. Additional Services: Additional services, including emergency callouts, or assignments requested by the City, including special event sweeping, shall be performed by the Contractor. Payment for such services shall be based upon hourly rate provided in the proposal.
- c. Changes in Service: During the term of this agreement or any extension thereof, the City may elect to increase or decrease the frequency or number of miles of street sweeping services. The said increase or decrease shall be by written change order to the Contractor; the unit price for change order sweeping shall be the contract unit price.
- d. Emergency Response: The selected Contractor shall have the ability to respond to the City during the event of an emergency, is so requested. Payment to the Contractor will be measured by the actual hours spent sweeping.



CITY BOUNDARY

CITY BOUNDARY

EXHIBIT "A"  
 CITY OF NORCO FRANCHISE AREA