



AGENDA  
CITY OF NORCO  
CITY COUNCIL

May 7, 2014

City Council Chambers  
2820 Clark Avenue, Norco, CA 92860



Berwin Hanna, Mayor  
Herb Higgins, Mayor Pro Tem  
Kathy Azevedo, Council Member  
Kevin Bash, Council Member  
Greg Newton, Council Member

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CALL TO ORDER: 6:00 p.m.

ROLL CALL:

**§54957.6 – Conference with Labor Negotiator**

Negotiating Parties: City Manager Okoro  
Human Resources Analyst Paakkonen

Employee Organizations: Management  
Middle Management, Professional and  
Confidential Service  
Norco General Employees Association  
Norco Public Works & Parks Maintenance  
Workers Association

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

RECONVENE PUBLIC SESSION: 7:00 p.m.

PLEDGE OF ALLEGIANCE: Council Member Azevedo

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

PRESENTATION: Ten Most Needed Trail Improvements  
*Norco Horsemen's Association*

RECOGNITIONS: Divita Dialysis  
*Ryan Christian and Staff*

Capt. Danny Feltenberger  
*Riverside County Sheriff's Department*

Kenneth L. Chism  
*Awarded Orange County Sheriff's  
Department Medal of Merit*

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 April 16, 2014  
**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. Continuation of Annual Special Tax for Community Facilities District No. 93-1 for the Fiscal Year 2014-2015. **Recommended Action: Adopt Resolution No 2014-17.** (City Manager)
  - D. Approval of a Professional Services Agreement between the City of Norco and Ricardo Breceda, Sculptor and Designer, to Design and Build Five (5) Public Art Projects for the George Ingalls Equestrian Event Center.  
**Recommended Action: Approve the Professional Services Agreement with Ricardo Breceda in an amount not-to-exceed \$130,000 for Public Art Projects.** (Director of Parks, Recreation & Community Services)
  - E. Acceptance of the Norco MDP Line N-1A, N-1B and N-1E Project as Complete. **Recommended Action: Accept the Norco MDP Line N-1A, N-1B and N-1E Project as complete and direct the City Clerk to file the Notice of Completion with the County of Riverside.** (Public Works Director)

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

4. CITY COUNCIL DISCUSSION / ACTION ITEMS:

- A. Ordinance Amending the Norco Municipal Code Establishing the Number of Members on the Streets, Trails and Utilities Commission at Five Members. (Code Change 2014-02). **Recommended Action: Adopt Ordinance No. 973, for first reading.** (City Clerk)
- B. Consideration of the Removal of One Hour Parking Signs on Portions of Hamner Avenue. **Recommended Action: Provide direction to staff regarding the removal of “One Hour Parking” signs and the posting of “No Parking” signs on the west side of Hamner Avenue from Second Street north to Auto Mall Drive. Resolution No. 2014-21 has been prepared for adoption if the City Council votes to approve this item.** (Director of Public Works)
- C. Discussion to Consider Appointment of a Representative from the Historic Preservation Commission to the Ad-Hoc Committee on Infrastructure Needs and Funding Option. **Recommended Action: Discuss and provide direction to staff.** (City Manager)

5. CITY COUNCIL CONTINUED PUBLIC HEARING:

- A. Public Hearing Amending the City’s Comprehensive Fee Resolution to Update and Adjust the Development Impact Fee Schedule.

*In October of 2012, the City Council approved a Professional Services Agreement with Revenue Cost Specialists, LLC, to complete a Development Impact Fee Calculation and Nexus Report. On January 27, 2014, the City Council held a Special Meeting Workshop at which time Scott Thorpe, representing Revenue Cost Specialists, LLC, presented the results from the completed Development Impact Fee Calculation and Nexus Report and the Master Facilities Plan for the City of Norco. Following meetings held between staff and Mr. Thorpe, the final Development Impact Fees are now recommended to be approved by the City Council through the public hearing process.*

**Recommended Action: Adopt Resolution No. 2014-14.** (City Manager)

6. CITY COUNCIL PUBLIC HEARINGS:

A. Public Hearing Ordering Abatement of Weeds on Vacant Lots.

*The proposed resolution orders the abatement of weeds and authorizes the Fire Department's weed abatement contractor to begin abating weeds on vacant properties whose owners did not comply with the Notice to Abate Spring Weeds.*

**Recommended Action: Adoption of Resolution No. 2014-19, declaring that weeds and hazardous vegetation, upon or in front of vacant property in the City of Norco, constitute a public nuisance and ordering the abatement.** (Chief Pemberton)

B. Ordinance Amending Chapter 3.50 of the Norco Municipal Code to Include a New Exemption for Newly Constructed Specially Adapted Homes for Severely Disabled Veterans Under the Western Riverside County Transportation Uniform Mitigation Fee (TUMF) Program. (Code Change 2014-01)

*Pursuant to the Mitigation Fee Act (Gov. Code §§ 66000 et seq.), Western Riverside Council of Governments ("WRCOG"), upon recommendation of the WRCOG Executive Committee, desires to amend the TUMF Ordinance to include the following exemption: "Exempt non-profit 501(c)(3) organizations who build new, single-family homes, specifically constructed and adapted for qualifying severely disabled veterans injured in a theatre of combat operations."*

**Recommended Action: Adopt Ordinance No. 974 for first reading.** (City Manager)

C. 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.

*Following successful completion of the work of the Ad-Hoc Committee appointed by the City Council to assist with final contract negotiation for the renewal of Exclusive Franchise Agreement with USA Waste of California, Inc. for the collection, transportation, recycling and disposal of solid waste; staff conducted a Special City Council and Ad-Hoc Committee Joint Study Session on Tuesday, February 18, 2014, at which time the City Council voted (4-1 vote) to accept the recommendations of the Ad-Hoc Committee and directed the City Manager to proceed with Proposition 218 Hearing notices. Staff has complied with the noticing requirements of Proposition 218 and is recommending that the City Council adopt the resolution approving an Amended and Restated Franchise Agreement, and rates therein, between the City of Norco and USA Waste of California, Inc. for the collection, transportation, recycling and disposal of solid waste effective July 1, 2014.*

**Recommended Action: Adopt Resolution No. 2014-20, approving the Amended and Restated Franchise Agreement, and rates therein, between the City of Norco and USA Waste of California, Inc. for the Collection, Transportation, Recycling and Disposal of Solid Waste effective July 1, 2014.** (City Manager)

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

8. CITY COUNCIL / CITY MANAGER / STAFF COMMUNICATIONS:

A. Verbal Update on First Street/Temescal Avenue and Hamner Avenue/Fifth Street Grading Operations. (Director of Public Works)

9. 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.*



MINUTES  
CITY OF NORCO  
CITY COUNCIL

April 16, 2014

City Council Chambers  
2820 Clark Avenue, Norco, CA 92860



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

ROLL CALL: Berwin Hanna, Mayor, **Present**  
Herb Higgins, Mayor Pro Tem, **Present**  
Kathy Azevedo, Council Member, **Present**  
Kevin Bash, Council Member, **Present**  
Greg Newton, Council Member, **Present**

**M/S Bash/Higgins to add a closed session item at the end of the agenda to discuss two potential anticipated litigation items. The motion was carried by the following roll call vote:**

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

PLEDGE OF ALLEGIANCE: Council Member Newton

INVOCATION: Council Member Higgins

PRESENTATION: I-15 Express Lanes Project  
*Eliza Echevarria, RCTC Community Relations  
Manager, Riverside County Transportation  
Commission*

CITY COUNCIL BUSINESS ITEMS AS FOLLOWS:

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

**Council Member Bash:**

- Reported on the Riverside Conservation Authority meeting he attended, noting the controversy between the board members.
- Reported on a ceremony he attended held by the United States Navy, the Riverside County Board of Supervisors and American Technical Services at which time a historic signing agreement on technology transfer and patent licensing agreement took place. He noted that this will allow this technology to be used by the private sector to create jobs and investment in the County and region.

**Council Member Newton:**

- Reported on the Chino Basin Desalter Authority Board meeting he attended, noting the Phase 3 Expansion, Product Water Pipeline Project.

**Council Member Azevedo:**

- Reported on the Western Riverside Council of Government's meetings she attended, noting the Southern California Association of Governments' (SCAG) involvement in the climate action plan.
- Commented on the event she attended with Council Member Bash held by the United States Navy, the Riverside County Board of Supervisors and American Technical Services, noting the money that will be saved through this project.
- Commented on the 50<sup>th</sup> Birthday activities that are going strong, noting the Heritage Photo Day which will be held on May 10<sup>th</sup> beginning at 9 a.m. at the Community Center. She also commented on other events that will be held each month in celebration of the City's 50<sup>th</sup> Birthday.

**Mayor Hanna:**

- Reported, as the City's representative on the Riverside County Transportation Commission, that the 91 Freeway Project continues to be underway, adding that he is updated on this project continuously via email.
- Reported on the Riverside Transit Agency meeting he attended, noting the new busses that have been bought and the old ones that will be disposed of. He further commented on the bus that has been made into a "Mobile Fresh" delivery vehicle.
- Noted that the Day of the Cowboy planning is moving ahead.

2. CITY COUNCIL CONSENT ITEMS:

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

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

- A. City Council Minutes:  
Regular Meeting of April 2, 2014  
Special Meeting of April 2, 2014  
**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. Recap of Actions Taken by the Planning Commission at its Meeting held on April 9, 2014. **Recommended Action: Receive and File.** (Planning Director)
  - D. Quarterly Investment Report for Quarter Ended March 31, 2014. **Recommended Action: Staff recommends that the City Council receive and file the Quarterly Investment Report for the Quarter Ended March 31, 2014.** (City Manager)
  - E. 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)
  - F. Approval of Additional Appropriation and Changes in Contract Amounts for the Hamner Avenue Widening Project. **Recommended Action: Adopt Resolution No. 2014-13, appropriating funds in the amount of \$200,000 to complete final payment to the Griffith Company for the Hamner Avenue Widening Project.** (Public Works Director)
  - G. Approval for an Extension to the Contract for Annual Audit Services with Rogers, Anderson, Malody and Scott, LLP. **Recommended Action: Approve the Contract extension for annual audit services with Rogers, Anderson, Malody and Scott, LLP.** (City Manager)
  - H. Resolution Approving City of Norco Participation in the County of Riverside Mortgage Credit Certificate Program. **Recommended Action: Adopt Resolution No. 2014-16.** (Planning Director)
3. ITEM(S) PULLED FROM CITY COUNCIL CONSENT CALENDAR:
4. CITY COUNCIL DISCUSSION / ACTION ITEM:
- A. Acceptance of Bids and Award of Contract for the Veterans Memorial Project. **Recommended Action: Award contract to Act I Construction, Inc. in the amount of \$445,373.75 to include Base Bid and Add Alternate "B" and Add Alternate "D"; authorize the City Manager to approve contract change orders up to 10 percent of the original contract amount; and, reject the bid protest submitted by Hamel Construction, Inc.** (Parks, Recreation and Community Services Director)

**City Manager Okoro** presented information regarding the proposed project.

**Parks, Recreation and Community Services Director Petree** presented additional information regarding the project through a display of pictures and a video.

**Donny Gouthro.** Mr. Gouthro recognized all Military Veterans in the audience and commented in support of the project on behalf of many U.S. Military/Veteran organizations.

**Linda Dixon.** Ms. Dixon commented in support of this project, noting the fundraisers that have taken place to raise funds for it.

**Ron Warren.** Mr. Warren commented in support of the project and the use of redevelopment funds for this project.

**Richard Hallam.** Mr. Hallam commented in support of this project.

**Geoff Kahan.** Mr. Kahan commented in support of this project, noting the special service held for George Alan Ingalls Day.

**Pam Smith.** Ms. Smith commented on the money raised by the Norco Area Chamber of Commerce for this project. She presented a check in the amount of \$1,700 raised at the State of the City event through the silent auction that was held. She also commented on the Military Appreciation Luncheon to be held on July 23, 2014 at the Lake Norconian Club.

**Council Member Azevedo** commented on the project, noting that it is a dream come true. She added that this is a special gift to give to the City for its 50<sup>th</sup> Birthday.

**Council Member Newton** thanked City Manager Okoro for providing information regarding the funding source for the project. He asked Director Petree to provide updates on the progress of the project.

**Mayor Pro Tem Higgins** commented on his military service and his support of this project.

**Council Member Bash** commented on his support for this project and further commented on how it evolved.

**Jack Soto.** Mr. Soto commented in support of the project.

**Ruben Rasso.** Mr. Rasso commented in support of the project.

**Mayor Hanna** stated that he is honored to have served on the planning committee, noting his support of the project.

**M/S Higgins/Bash to award the contract to Act I Construction, Inc. in the amount of \$445,373.75 to include Base Bid and Add Alternate "B" and Add Alternate "D"; authorize the City Manager to approve contract change orders up to 10 percent of the original contract amount; and, reject the bid protest submitted by Hamel Construction, Inc. The motion was carried by the following roll call vote:**

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

5. CITY COUNCIL PUBLIC HEARING:

- A. **Tentative Tract Map 36676** (Lewis): A proposed subdivision of two parcels (approximately 4.22 acres) into six parcels for residential development on five of the parcels with a new cul-de-sac street and the maintenance of an existing residence on Valley View Avenue. The project site is located at 3498 and 3516 Valley View Avenue in the A-1-20 zone.

*Proposed Tentative Tract Map (TTM) 36676 for six parcels meets all the subdivision and zoning requirements of Titles 17 and 18 of the Norco Municipal Code. Final approval by the City Council requires direction on whether the cul-de-sac should incorporate a wrap-around trail and if so, how that should be implemented.*

**Recommended Action: Adopt Resolution No. 2014-15, approving Tentative Tract Map 36676, subject to the conditions of approval set forth and as amended.** (Planning Director)

**Planning Director King** presented the public hearing item, noting the determinations required from the City Council and the options suggested as stated in the staff report. He further commented on recommendations made by the Planning Commission (noting Condition No. 52 should read "green" wall instead of screen wall) and the Streets, Trails & Utilities Commission. He stated that the map exhibit included with the staff report reflects one drainage option that does not require a retaining wall. He noted that another option would be to place a retaining wall at the rear, which would eliminate the need for a drainage easement to the rear of Lots 1 through 5 and included in the conditions of approval. He added that the map at hand is not the one that includes the present conditions of approval as recommended and approved by the Planning Commission. He commented on the "perpetual fund" that could be created by the developer, noting that the applicant is requesting that the map be approved at this time, with the amount of that fund decided at a later date. He further commented on the decision that will need to be made as far as the location of the trail on one side of the street, or on both sides. Director King commented on letters that were received from property owners in regards to the public hearing.

**Council Member Newton** asked about the drainage and the retaining walls as shown on the map. In response, staff referred to the retaining walls on the north and west sides. He commented on the view of residents that would be destroyed by the higher pads. He also commented on the sewer drainage to the west connecting to an existing sewer line on Mulberry Lane and noted his definition of perpetual.

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

**Pat Overstreet.** Ms. Overstreet commented on mistakes made by past Councils, noting her recommendation for larger lots per house and only single story allowed. She urged the developers to scale back to a more reasonable project.

**Fernando Barcena.** Mr. Barcena commented in opposition of the project, suggesting it should be downsized.

**Brian Trela.** Mr. Trela commented in opposition of the project, noting the traffic problems that will be created and the fact that this development is uncharacteristic of the neighborhood, adding that five lots will not encourage or attract animal-keeping people.

**Mark Moore.** Mr. Moore commented in opposition of the project, noting the elevation of the project and recommended that engineering changes be made.

**Denise Sutherland.** Ms. Sutherland commented in opposition of the project and recommended modifications be made as she noted that this development would negatively impact her residence as currently proposed. She is requesting that this project go back to the developer and Planning Commission, stating her concerns regarding potential drainage problems and the view that will be blocked because of the elevation of the development.

**Glenn Hedges.** Mr. Hedges commented on the issue of the continuation of trails addressed by the City commissions. He spoke in support of the horse trail all around the cul-de-sac, or continuation of trails.

**Linda Dixon.** Ms. Dixon commented on her support of a continuous horse trail. She also commented on the need for room to back horse trailers into property.

**Opal Jackson.** Ms. Jackson commented in opposition of the project, noting her concerns that her property will get flooded.

**Andrew Hernandez.** Mr. Hernandez commented in opposition of the project.

**Mayor Hanna CLOSED the public hearing.**

**RECESS:** Mayor Hanna recessed the meeting at 9:25 p.m.

**RECONVENE:** Mayor Hanna reconvened the meeting at 9:32 p.m.

**Council Member Bash suggested that this item go back to planning.**

**Council Member Newton** asked Fire Chief Pemberton if they would be impacted if there is parking on both sides of the cul-de-sac. In response, Chief Pemberton noted that there would be if parking is on both sides, noting that current street standards will need to be maintained.

**Council Member Azevedo** asked about building on flag lots. In response, Director King noted that no flag lots are being created. Council Member Azevedo commented on the 20,000 sq. ft. lots being too small and asked what the process is in changing that. In response, City Attorney Harper stated that this would require a zone change. Council Member Azevedo stated that this is what would need to happen to not allow 20,000 sq. ft. lots in Norco anymore. She further asked if the proposal is denying two stories. In response, Director King stated that the proposal does not state one way or the other. Council Member Azevedo stated that she does not support easements or creating an LMD.

**Mayor Hanna** commented on his concerns with the project, noting the sizes of the properties and the height of the PAKA. He added that he cannot support the impact to the neighborhood and disagrees with the trail on two sides.

**M/S Hanna/Higgins to send the project back to the Planning Commission.**

**Under Discussion:**

**Council Member Newton** stated that he would request that the current drawings should be provided to the Planning Commission. He further noted that the Planning Commission needs to evaluate the cost for maintenance.

**The motion was carried by the following roll call vote:**

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

**M/S Azevedo/Hanna to propose trails on one side of the street.**

**Substitute M/S Newton/Higgins for trails to be circular and on both sides of the street. The motion was carried by the following roll call vote:**

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

- B. Public Hearing Amending the City's Comprehensive Fee Resolution to Update and Adjust the Development Impact Fee Schedule.

*In October of 2012, the City Council approved a Professional Services Agreement with Revenue Cost Specialists, LLC, to complete a Development Impact Fee Calculation and Nexus Report. On January 27, 2014, the City Council held a Special Meeting Workshop at which time Scott Thorpe, representing Revenue Cost Specialists, LLC, presented the results from the completed Development Impact Fee Calculation and Nexus Report and the Master Facilities Plan for the City of Norco. Following meetings held between staff and Mr. Thorpe, the final Development Impact Fees are now recommended to be approved by the City Council through the public hearing process.*

**Recommended Action: Adopt Resolution No. 2014-14. (City Manager)**

**M/S Bash/Higgins to continue the public hearing to May 7, 2014. The motion was carried by the following roll call vote:**

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

6. PUBLIC COMMENTS OR QUESTIONS:

**Kathy Walker.** Ms. Walker commented on her concerns regarding the City's sign ordinance and problem businesses are having. She recommended that a committee be created including citizens, business owners, and the Norco Area Chamber of Commerce to discuss this issue. She added that everyone is not treated fairly.

**Sharon Smith.** Ms. Smith commented on her concerns regarding getting DG for her horse stalls.

**Ted Hoffman.** Mr. Hoffman commented on a parking situation at the end of Sixth Street across from Pikes Peak Park in the evenings, noting that it is not marked for "no parking".

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

**Section 54956.9(b) – Conference with Legal Counsel – Anticipated Litigation:**  
Two Potential Cases

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

RECONVENE PUBLIC SESSION: 10:20 p.m.

7. CITY COUNCIL / CITY MANAGER / STAFF COMMUNICATIONS:

**M/S Azevedo/Hanna to agendize a discussion regarding the addition of one member of the Historic Preservation Commission to the Ad-Hoc Committee to review the City's future infrastructure and funding needs. The motion was carried by the following roll call vote:**

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

**M/S Azevedo/Hanna to agendize a discussion regarding a zone change from the present requirement of R-1-20 20,000 square feet minimum lot size to one-half acre. The motion was carried by the following roll call vote:**

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

8. **ADJOURNMENT:** There being no further business to come before the City Council, Mayor Hanna adjourned the meeting at 10:30 p.m.

## CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, City Manager 

PREPARED BY: Julie Houser, Administrative Analyst

DATE: May 07, 2014

SUBJECT: Continuation of an Annual Special Tax for Community Facilities District No. 93-1 for the Fiscal Year 2014-2015.

RECOMMENDATION: Adopt **Resolution No. 2014-17**, Continuing an Annual Special Tax for Community Facilities District No. 93-1 for the Fiscal Year 2014-2015.

**SUMMARY:** Staff is recommending that the City Council adopt a resolution approving the annual special tax levy for Community Facilities District No. 93-1 for the Fiscal Year 2014-2015. The tax levy is necessary to generate funds for the payment of the debt service on the bonds issued for the construction and installation of public facilities in the district. No change in the previously approved tax rate is proposed.

**BACKGROUND/ANALYSIS:** On December 16, 1992 the City Council adopted Resolution No. 92-73 stating its intent to establish Community Facilities District 93-1 (Gateway) ("District"). A majority of the property owners within the District boundaries voted to approve CFD 93-1 in 1992. Resolution 92-73 provided for the levying of special taxes in FY 1995-96 against each parcel in the District for the construction and installation of certain public facilities, including drainage facilities improvements ("District Facilities"); intersection improvements – Hamner Avenue at First Street and Hamner Avenue at Mountain Avenue; street improvements – First Street from Hamner Avenue to existing Mountain Avenue; signal improvements – Hamner Avenue at First Street Intersection and Hamner Avenue at Mountain Avenue (Yuma Drive) intersection; and water improvements – Hamner Avenue and landscaped median improvements – Hamner Avenue and First Street.

The County of Riverside requires a resolution levying the special taxes to be adopted each fiscal year for the duration of the District. The special tax rate used in the preparation of the Special Tax Levy Report does not exceed the amount previously authorized, and does not exceed the amount approved by the qualified electors of the District. The proceeds of the special tax will be used to pay, in whole or in part, the approved costs of the District.

Adoption of Resolution No. 2014-15 (attached), directs the Auditor-Controller of the County of Riverside to prepare an amended real property statement for each parcel of the District, as well as to perform other administrative actions for FY 2014-2015.

The special tax due will be listed opposite each affected lot or parcel of land as a line item designated "Public Improvements, CFD Special Tax" or any other suitable designation in accordance with the resolution. Adoption of the resolution also requires the City to issue the attached statement that CFD 93-1 charges are in compliance with Proposition 218.

FINANCIAL IMPACT: N/A

Attachments: Resolution No. 2014-17

Exhibit A

Compliance Statement

## **RESOLUTION NO. 2014-17**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA CONTINUING AN ANNUAL SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 93-1 FOR THE FISCAL YEAR 2014-2015**

WHEREAS, the City Council of the City of Norco, California (hereinafter referred to as the "Legislative Body") has initiated proceedings, held a public hearing, conducted an election, and received a favorable vote from the qualified electors relating to the levy of a special tax in a community facilities district, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982," being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California. This Community Facilities District shall hereinafter be referred to as "District"; and,

WHEREAS, this Legislative Body, by Ordinance as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of a special tax to pay for costs and expenses related to said District, and this Legislative Body is desirous to establish the specific rate of the special tax to be collected for the next fiscal year.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Norco, does hereby accept:

SECTION 1: That the above recitals are all true and correct.

SECTION 2: That the specific rate and amount of the special tax to be collected to pay for the costs and expenses for FY 2014-2015 for the referenced District is hereby determined and established as set forth in the attached, referenced, and incorporated Exhibit "A."

SECTION 3: That the rate as set forth above does not exceed the amount as previously authorized by Ordinance of this Legislative Body and is not in excess of that as previously approved by the qualified electors of the District and is exempt from Proposition 218, Section XIID of the California State Constitution.

SECTION 4: That the proceeds of the special tax shall be used to pay, in whole or in part, the costs of the following:

- A. Payment of principal and interest on any outstanding authorized bonded indebtedness;
- B. Necessary replenishment of bond reserve funds or other reserve funds; Resolution No. 2014-17, CFD 93-1 Levying of Taxes, 2014-2015;
- C. Payment of costs and expenses of authorized public facilities;
- D. Repayment of advances and loans, if appropriate; and
- E. Costs and expenses related to the administration of the District.

The proceeds of the special taxes shall be used as set forth above and shall not be used for any other purpose.

SECTION 5: The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

SECTION 6: All monies above collected shall be paid into the District, including any bond fund and reserve fund.

SECTION 7: The Auditor of the County is hereby directed to enter in the next County assessment on which taxes will become due, opposite each lot or parcel of land affected, in a space marked "public improvements, special tax" or by any other suitable designation, the installment of the special tax, and for the exact amount of said tax, reference is made to the attached Exhibit "A."

SECTION 8: The County Auditor shall then, at the close of the tax collection period, promptly render to this Agency a detailed report showing the amount(s) of such special tax installments, interest, penalties, and percentages so collected and from which property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held on May 7, 2014.

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Mayor of the City of Norco, California

ATTEST:

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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 May 7, 2014, 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 May 7, 2014.

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

j:ao/council reports/staff reports/2014

**EXHIBIT "A"**

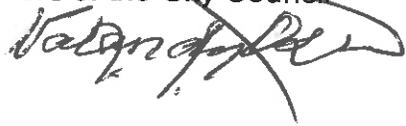
**City of Norco  
Community Facilities District No. 93-1R  
Fiscal Year 2014/2015 Special Tax Rates**

For Fiscal Year 2014/2015 the effective special tax rate for each taxable parcel is \$0.09 per square footage of land and the amount of special tax for each assessor's parcel number is listed below:

APN	LEVY AMOUNT
122-040-022	\$4,660.32
122-040-023	2,892.60
122-040-024	3,414.88
122-040-030	3,414.88
122-040-054	3,655.94
122-040-055	4,338.90
122-040-056	8,798.36
122-040-057	18,801.98
122-050-031	2,571.20
122-050-033	2,731.90
122-050-035	3,173.82
122-050-045	2,731.90
122-050-046	2,772.08
122-050-047	3,816.64
122-050-048	11,570.44
122-050-049	5,905.74
122-070-014	1,365.94
122-070-016	5,503.98
122-070-023	1,406.12
122-070-026	200.86
122-070-028	4,740.66
122-070-034	5,285.04
122-070-035	3,068.58
122-070-036	2,429.38
122-090-053	10,049.82
122-090-054	2,075.04
122-090-055	2,929.56
122-090-056	2,929.56
122-090-057	4,638.22
122-090-058	8,910.44
122-090-059	325.40
122-090-062	6,103.00
122-090-063	1,627.48
122-090-068	124.94
122-090-069	1,167.08
122-090-072	19,941.34
122-120-002	361.56
125-270-025	3,495.24
125-270-030	1,004.36
125-270-034	5,544.16
125-270-035	1,888.22
126-250-029	1,767.70
126-250-057	1,848.04
126-250-058	2,972.96
<b>Total = 44 parcels</b>	<b>\$188,956.26</b>

## CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, City Manager 

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

DATE: May 7, 2014

SUBJECT: Approval of a Professional Services Agreement between the City of Norco and Ricardo Breceda, Sculptor and Designer, to Design and Build Five (5) Public Art Projects for the George Ingalls Equestrian Event Center.

RECOMMENDATION: Approve the Professional Services Agreement with Ricardo Breceda, Sculptor and Designer, in an amount not to exceed \$130,000 for Public Art Projects.

**SUMMARY:** Staff is seeking City Council approval of an agreement to commission Ricardo Breceda to design and create metal sculpture art at the George Ingalls Equestrian Event Center. This public art plan provides a framework for the City to meet the George Ingalls Equestrian Event Center Master Plan. It is desirable for the City to create public art within the community, starting with the George Ingalls Equestrian Event Center, by sustaining a climate that encourages art and depicts the special character and life style of Horsetown USA.

**BACKGROUND AND ANALYSIS:** Staff is seeking City Council approval of an agreement to commission Ricardo Breceda to perform and deliver several public art projects at the George Ingalls Equestrian Event Center. This public art plan provides a framework based on the City's Master Plan of the George Ingalls Equestrian Event Center and meets the objectives of the Ingalls Development Master Plan Committee.

In the Master Plan, the first location identified for displaying the art is the corner of Sixth Street and Crestview which is the main entry leading visitors to the George Ingalls Equestrian Event Center. The proposed plan provides for landscaping, a new facility identification entry sign and the placement of public art. The project includes two life size horses facing each other to border a new facility entry sign.

The second location (which will be done first) identified is the newly created east pad at the toe of slope. This location will provide for a life size stage coach and a Horsetown USA "Swing Station" that will provide a photo opportunity for Norco visitors celebrating "Destination Norco".

The third location is located across the east slope and provides four (4) life size wild horses running up the slope and a fifth horse, a stallion, at the top of slope calling the wild horses to follow him. The project also includes a life size barrel racer and a roper along Crestview before gate number 5.

Staff has been working with community art enthusiasts and Mr. Breceda since the approval of the project by the City Council. Based on the Agreement from the City of Norco with Mr. Breceda, he has offered the City over \$250,000 worth of work for \$130,000 to showcase public art through his metal sculpture designs at the George Ingalls Equestrian Event Center. Mr. Breceda is an author and artist with over 20 years of experience in his specialty of metal sculpture art. His show pieces cover Temecula, Vail Lake, and Borrego Springs and he was commissioned a view years ago by Norco Veterinarian Hospital and AVID to complete their public art work displays.

The following outlines the proposal provided by Ricardo Breceda Custom Designs:

1. Agreement in the amount of \$130,000
2. Advance payment for material cost of \$30,000
3. Assistance on installation day for placement of art work
4. Recognition of the art work and artist displayed
5. Breceda Custom Design western art work promotion booth at the event center during City run special events as designated by the City for the next 36 months.
6. All art work to be designed and set by October 1, 2014 with the first artwork project "Stagecoach Horsetown USA" completed prior to July 26, 2014.
7. Final payments or balance to be paid to the Artist at completion of artwork and installation to the satisfaction to the City.

The proposal from the artist/sculptor is an exhibit of the art agreement and is included as an attachment of this report, and outlines the City method by which it will commission the public art project at the George Ingalls Equestrian Event Center.

**FINANCIAL IMPACT:** Funding for this project has been approved in the Amended Capital Improvement Program Budget as the George Ingalls Veterans Memorial Plaza Project. The budget provides for a public art component as part of the capital project. The approved budget allocated \$562,040. Based on recent value engineering with the construction contractor of the Veterans Memorial, a credit will be processed by way of a change order in the amount of \$98,000. This will reduce the contract from \$445,373.75 to \$347,373.75 leaving a balance to the capital project fund account of \$214,666.25 of which \$130,000 is proposed to fund the commissioned artwork. The remaining budget balance of \$84,666.25 will be set aside for soils engineering, SWPPP, monuments, bricks, entry sign and landscaping. Other future components of the project will require an Amendment to the project cost as donations and other funding sources become available to complete future phasing of the Memorial.

Attachment: Public Art Agreement  
BP/rs:

**CITY OF NORCO  
PUBLIC ART COMMISSION AGREEMENT  
(GEORGE INGALLS EQUESTRIAN EVENT CENTER)**

This Agreement is hereby entered into by and between THE CITY OF NORCO (hereinafter called the "CITY") and RICARDO BREDCEDA, CUSTOM DESIGNS, (hereinafter called the "ARTIST"), jointly the PARTIES, as follows:

**RECITALS**

WHEREAS, CITY desires to commission RICARDO BREDCEDA – CUSTOM DESIGNS "ARTIST" to provide professional design, manufacturing, and installation services for the design and development of metal sculpture public art to be placed at the George Ingalls Equestrian Event Center, located at 3737 Crestview Drive, in the City of Norco, and;

WHEREAS, ARTIST by reason of his qualifications, experience, and facilities for performing the type of services contemplated herein, has proposed to provide the metal sculpture public art project (the "Project") as described herewith;

NOW, THEREFORE, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

1. The forgoing Recitals are true and correct and are incorporated herein.
2. The term of the Agreement shall be for a period of ninety (150) days commencing from the date of a written notice to proceed by the CITY.
3. CITY shall pay ARTIST one hundred and thirty thousand dollars (\$130,000) for all work to be performed under this agreement. Three (3) days after the execution of this Agreement; a materials payment shall be made to the ARTIST in the amount of thirty thousand dollars (\$30,000). The balance of the compensation shall be paid to the ARTIST (10) ten days after the conclusion and acceptance of the Project by the City.
4. This Agreement establishes an ongoing relationship between the ARTIST and the CITY to provide metal sculpture public art projects at the George Ingalls Equestrian Event Center. The CITY shall provide promotional space to the ARTIST at CITY functions for a period of three (3) years at those events which the CITY controls. The ARTIST shall be responsible for all City, State and / or Federal permit costs associated with the ARTIST's promotional booth.
5. The ARTIST shall perform those responsibilities set forth in the Proposal submitted attached hereto as Exhibit "A". The Scope of Services and responsibilities of the ARTIST is set forth in Exhibit "B" attached hereto. The Project commissioned by this Agreement is set forth on Exhibit "C" attached hereto.
6. The Scope of Service covered by this Agreement includes all art work, delivery and installation necessary and related to the metal sculptor custom art work.
7. ARTIST agrees that time is of the essence in the performance of this work, and ARTIST agrees to produce art work in the times stated in the Proposal. Deviations from time schedule stated in the Proposal may be made with the approval of the City of Parks and Recreation Director or authorized representative.

8. ARTIST represents that he is a professional metal sculptor with over twenty (20) years of design and completions of art work, providing a unique metal finish technique process. ARTIST agrees that services shall be performed and completed in the manner and according to the professional standards observed by a competent practitioner of the profession in which ARTIST is engaged. ARTIST further agrees that it shall not, during the term of this Agreement, take any action that would affect the appearance of impartiality or professionalism.

9. ARTIST shall assist the CITY with management of volunteers and the City work force in coordination with CITY for installation work.

10. ARTIST shall possess no authority with respect to any CITY decision and no right to act on behalf of CITY in any capacity whatsoever as agent or to bind CITY to any obligations whatsoever.

11. ARTIST's obligations under this Agreement are not assignable or transferrable, and ARTIST shall not subcontract any work.

12. All art work, sketches, drawings, photos, technical drawings and data, conceptual models, reports, plans and other work products of the ARTIST provided hereunder shall become the property of the CITY and shall be delivered to the CITY upon completion of the services authorized hereunder; ARTIST may retain copies thereof for its files and internal use. CITY representatives shall have access to work products for inspection and determining that the services are being performed in accordance with the terms of the AGREEMENT.

13. Indemnification: ARTIST shall investigate, defend, indemnify, and hold harmless the City, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including, but not limited to, damages to property and injuries to or death of persons, court costs, and attorney's fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, actions, liabilities, and losses occurring or resulting to any person, firm, or corporation for property damage, personal injury damage, physical injury or death arising out of or connected with the ARTIST's performance regarding this Agreement.

14. Duty to Defend: The duty to defend hereunder shall include the duty to defend as established in Section 2778 of the California Civil Code and is wholly independent of and separate from the duty to indemnify and such duty to defend exists regardless of any ultimate liability of ARTIST. Such defense obligation shall arise immediately upon presentation of a claim by any party and written notice of such claim being provided to the ARTIST notwithstanding that no adjudication of the underlying facts has occurred and whether or not a claim has also been presented upon ARTIST. ARTIST indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement until such time as action against the CITY for such matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

- a. ARTIST's liability for indemnification hereunder is in addition to any liability ARTIST may have to CITY for a breach by the ARTIST of any of the provisions of this Agreement

15. ARTIST shall maintain in full force and effect policies of insurance during the term of the Agreement as follows:

- a. General Liability: Insurance with limits of not less than \$1,000,000 for bodily injury and property damage; \$1,000,000 for personal and advertising injury; \$1,000,000 products and completed operations aggregate; and \$2,000,000 general aggregate; or:
  - i. ARTIST will maintain a professional liability insurance coverage which shall remain in effect throughout the term of this Agreement for professional liability with limits of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate available through SPARTA.
- b. Automobile liability insurance with coverage of not less than \$1,000,000 combined single line limit per accident for bodily injury and property damage.
- c. Worker's Compensation: ARTIST agrees that ARTIST is the principal designer, fabricator and responsible worker and employee and will not employ any other labor force during the commission of this art work project for the CITY. ARTIST agrees should ARTIST consign or hire labor or contract for labor, ARTIST will provide to the CITY Worker's Compensation Insurance that complies with the terms of the law of California concerning Worker's Compensation. The insurer shall agree to waive all rights of subrogation against the CITY, its officials, employees and volunteers for losses arising from work performed by labor, contract labor or consultant work for the CITY.
- c. Verification of Coverage. ARTIST shall furnish the CITY with certificates of insurance and with original endorsement effecting coverage required by this exhibit. Should the ARTIST not provide policies and certificates of insurance and with original endorsement provided under these conditions the CITY shall purchase insurance coverage to meet the condition through SPARTA at the cost of the ARTIST, and shall be deducted from the balance of payment owed to the ARTIST.
- e. The Certificates of Insurance shall provide that there will be no cancellation, reduction or modification of coverage without prior written notice to CITY.

16. ARTIST, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.

17. ARTIST represents and warrants to CITY that ARTIST shall, at its sole cost and expenses keep in effect or obtain at all times during the term of this Agreement a CITY business license, and retain any permits as required per the scope of work for this Project.

18. ARTIST shall provide to the CITY any clarification or information related to the scope of work or his performance during the job.

19. CITY may terminate this Agreement by providing thirty (30) days written notice prior to the effective termination date to ARTIST. In this event of such termination, CITY shall pay ARTIST

for all work performed based on percentage of work and value of each commissioned piece of Artwork rendered up to the date of termination.

IN WITNESS WHEREOF, the PARTIES hereto have executed the Agreement on the date first herein above written.

**CITY OF NORCO**

**RICARDO BRECEDA  
CUSTOM DESIGNS**

By: \_\_\_\_\_  
Berwin Hanna, Mayor

\_\_\_\_\_  
Signature

**ATTEST:**

By: \_\_\_\_\_  
Brenda Jacobs, City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
John R. Harper, Harper & Burns LLP  
City Attorney

**EXHIBIT "A"**  
**ARTIST PROPOSAL**

# RICARDO BRECEDA CUSTOM DESIGNS

EXHIBIT "A"



**From:** Ricardo Breceda  
**Sculptor - Designer**  
38000 Highway 79 South  
Temecula, CA 92592  
[www.ricardobreceda.com](http://www.ricardobreceda.com)

**Date:** March 31, 2014

**RE: Proposal & Notice to Provide Professional Services  
For Western Art "Metal" Sculptors for the City of Norco**

**Proposal Submittal To:**

**City of Norco, Department of Parks and Recreation**  
2870 Clark Street  
Norco, California 92860  
Attn: Mr. Brian K. Petree  
City of Norco

**Job Information and Scope:**

- **Location:** George Ingalls Equestrian Event Center  
3333 Crestview, Norco CA 02860
- The following proposal is based on earlier communications, meetings, and discussions with the City of Norco. The City of Norco has asked for a proposal from Breceda Custom Designs for the sculptor and design of metal art work.
- The City acknowledge it's interest to establish a custom sculpture works of art by Ricardo Breceda, the Artist. The following represents an outline of professional services to license the Artist Ricardo Breceda to the following plan works of art.

**I. Proposal Suggestions or Requests:**

➤ **Planned/Request:**

- a) Stagecoach, to custom design accordingly, life-size
- b) Set of two horses, for front entrance, to custom design accordingly, life-size
- c) Five horses, four running up the hill one rearing on top of the hill, life-size
- d) A roping cowboy, life-size
- e) Barrel Racer w/Barrel, life-size

**II. Terms, conditions, requirements, and payments**

➤ **Requirements:**

- For a Fee of \$130,000, for art work as described in Section I, (a), (b), (c), (d), and (e) for Sculptor medal art projects for City of Norco
- Prior to start of the project, \$30,000 deposit is required for materials.
- Remaining balance due upon delivery and installation of all approved artwork.
  - a. First installation to be made prior to July 26, 2014 for artwork "Stagecoach" item (a).
  - b. Remaining artwork to be completed and installed by October 1, 2014 or sooner.
- Installation and materials: It is understood that the City of Norco will;
  - i. Provide assistance to Breceda Custom Designs for the handling and installation of all art projects proposed as accepted by the City. However, the Artist (Mr. Breceda) will be on-site to coordinate and assist with the installation. All design work and customization needed on site will be performed by Mr. Breceda and his staff.

➤ **Agreement Consideration:**

- The Artist (Mr. Breceda) is requesting the City of Norco to agree to place a recognition plaque for sculpture works established. Also a place to show & sale his work during special events or activities facility grounds located within the George Ingalls Equestrian Event Center.

**Authorization to Precede Forward, City of Norco**

Approved by: \_\_\_\_\_

Date of approval: \_\_\_\_\_

**Ricardo Breceda Custom Designs  
Ricardo Breceda, Owner/Artist  
(951) 236-5896**

**EXHIBIT "B"**  
**SCOPE OF SERVICES**

The scope of services expected of the ARTIST will follow this format.

- A. Meet with Staff and other assigned community members to determine final design and implementation objectives as described in the ARTIST proposal within 5 days of the award of this license agreement.
  
- B. Attendance at scoping meeting at ARTIST studio to review sculptor mock ups and drawings to include progress meetings at ARTIST studio with art committee.
  
- C. Preparation of schematic development plans for footing design if required for art sculptors related to the respective project. Stabilizing and footing requirements must be reviewed and approved by the City Engineer.
  
- D. During the course of the design analysis, the ARTIST will be expected to:
  - 1. Provide maintenance procedures and guidelines to the Parks Division Staff related to materials used into the design. At times, the ARTIST may also be requested to develop a recommended maintenance program.
  
  - 2. Make every effort to preserve and enhance the unique character of Norco and its event center within the custom design.
  
- E. The City retains the right to adjust this scope of work to reflect project needs. For instance, certain projects may include preparation of a master plan only, others may call for solely the preparation of plans and specifications, and certain work may only require a simple study, sketch, or detail. In any case, a task scope, schedule, and fee will be determined and agreed upon for each "project" prior to an authorization to proceed.
  
- F. Throughout the design process, the City will make every reasonable effort to accomplish "non-design related" tasks on behalf of the project. The intent of this philosophy is to focus the ARTIST efforts on the public art project thereby minimizing design costs. For example, staff will normally be responsible for all project scope development, administration activities, construction administration.

## EXHIBIT "C"

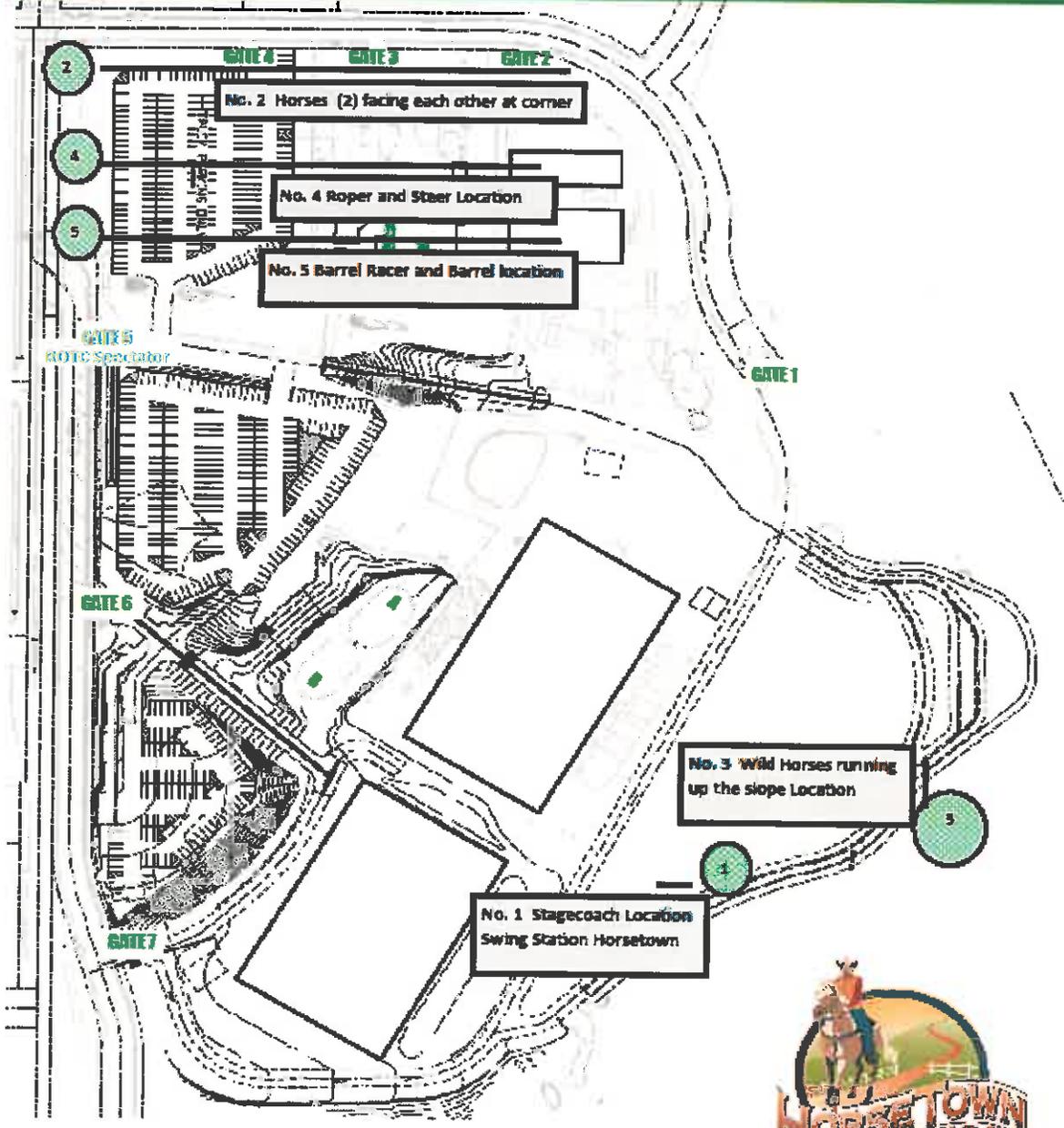
### COMMISSIONED ARTWORK AND LOCATIONS

Description and Location of Commissioned work for Public Art at the George Ingalls Equestrian Event Center:

- **FIRST PROJECT LOCATION:** The location identified is the newly created east pad at the toe of slope east of Moreno Arena and Clark Arena. This location will provide for a life size stage coach and a Horsetown USA "Swing Station" that will provide a photo opportunity for Norco visitors celebrating, "Destination Norco".
- **SECOND PROJECT LOCATION:** The location identified for displaying the artwork is located at the corner of Sixth Street and Crestview which is the main entry to the George Ingalls Equestrian Event Center. The proposed plan provides for two life size horses facing each other to boarder a new facility entry sign and landscaping.
- **THIRD PROJECT LOCATION:** The location identified is located east of Moreno Arena and will run from toe of slope to top of slope located across the east slope and provides for four life size wild horses running up the slope and a fifth horse, a stallion, at the top of slope calling the wild horses to follow him. The project will be located just north of the proposed stage coach location.
- **FORTH PORJECT LOCATION:** The location identified is located along Crestview Dive and will run along the bench landscape area between the entry location and gate 5. The artwork will include a life size roper and steer.
- **FIFTH PORJECT LOCATION:** The location identified is located along Crestview Dive and will run along the bench landscape area between the entry location and gate 5. The artwork will include a life size barrel racer and barrel.

EXHIBIT "C" (Continued)  
COMMISSIONED ARTWORK AND LOCATIONS

# GEORGE INGALLS EQUESTRIAN EVENT CENTER SITE MAP



*"We create community through people, parks, trails and programs!"*

## CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, City Manager 

PREPARED BY: Lori J. Askew, Director of Public Works 

DATE: May 7, 2014

SUBJECT: Acceptance of the Norco MDP Line N-1A, N-1B and N-1E Project as Complete

RECOMMENDATION: Accept the Norco MDP Line N-1A, N-1B and N-1E Project as complete and direct the City Clerk to file the Notice of Completion with the County of Riverside.

**SUMMARY:** The Norco MDP Line N-1A, N-1B and N-1E Project consisted of construction of various storm drain improvements and related appurtenances on Hillside Avenue and Center Avenue at Seventh Street. These improvements have been constructed to the satisfaction of the City Engineer and a Notice of Completion has been prepared for recordation.

**BACKGROUND/ANALYSIS:** On April 17, 2013 Council awarded a contract to T.B.U., Inc. of Beaumont, CA in the amount of \$875,186.00 for the construction of the Norco MDP Line N-1A, N-1B and N-1E Project. The project consisted of construction of three Riverside County Flood Control and Water Conservation District (RCFC) Master Drainage Plan (MDP) projects. The projects were Lateral N-1A which consisted of constructing 24" and 36" reinforced concrete pipe (RCP) in Center Avenue from Seventh Street to approximately 1,150' north; Lateral N-1B which constructed 24" and 30" RCP in Hillside Avenue from Seventh Street to approximately 1,600' south; and Lateral N-1E which constructed 24" and 30" RCP in Center Avenue from Seventh Street to approximately 400' north. Also included in the three projects were various sized RCP to catch basins, local depressions, manholes and related road improvements.

On February 19, 2014, the City Council appropriated additional funds in the amount of \$39,852.00 to cover costs associated with additional asphalt pavement to be placed due to a large portion of the existing pavement outside the trench lines having failed. This appropriation was authorized from Street Capital Improvement Fund. Change orders in the amount of \$101,286 were processed for this project (11.6% of original bid) which includes the additional asphalt paving.

While the project was not constructed within the 45 working days allowed, no liquidated damages were assessed as the delays were not attributable to T.B.U., Inc.

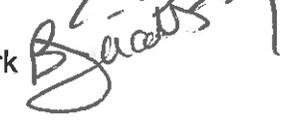
T.B.U., Inc. has completed all work to the satisfaction of the City Engineer and a Notice of Completion has been prepared. Staff is requesting that the City Council accept the work performed by T.B.U., Inc. as complete and authorize the City Clerk to record the Notice of Completion with the County Recorder's Office.

/lja

# 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: May 7, 2014

SUBJECT: Ordinance Amending the Norco Municipal Code Establishing the Number of Members on the Streets, Trails and Utilities Commission at Five Members

RECOMMENDATION: Adopt **Ordinance No. 973**, for first reading.

**SUMMARY:** At its December 18, 2013 meeting, the City Council approved staff's recommendation to reduce the number of members on the Streets, Trails and Utilities Commission (the "STUC") from seven (7) to five (5). An Ordinance has been prepared to amend Chapter 2.23, Section 2.23.010 of the Norco Municipal Code establishing the number of members on the STUC.

**BACKGROUND/ANALYSIS:** Ordinance No. 893 was adopted in 2008 which combined the Community Services Commission and the STUC into one commission. The initial number of members on the STUC was established at nine (9) and in 2010, was reduced to seven (7).

As the other City commissions have established the number of members at five (5), it was recommended to the City Council at its December 18, 2013 meeting to align the number of members on the STUC with those City Commissions. The City Council approved the recommendation and the attached Ordinance has been prepared amending Chapter 2.23, Section 2.23.010 of the Norco Municipal Code to read as follows:

**2.23.010 Established—Number of members.**

There is established for the City a Streets, Trails and Utilities Commission of five members appointed from the community.

At its meeting held on December 18, 2014, the City Council also approved not filling the vacated seat on the STUC, resulting in six members on the STUC. In June of 2014, there will be two seats on the STUC that will expire and at that time, only one seat will be filled, resulting in five members on the STUC. The adoption of this Ordinance is an administrative process that will be completed in preparation for the annual appointments to City Commissions.

Attachment: Ordinance No. 973

## ORDINANCE NO. 973

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORCO AMENDING CHAPTER 2.23, SECTION 2.23.010, ESTABLISHING THE NUMBER OF MEMBERS ON THE STREETS, TRAILS AND UTILITIES COMMISSION

WHEREAS, Chapter 2.23, Section 2.23.010 of the Norco Municipal Code established the number of members to serve on the Streets, Trails and Utilities Commission; and

WHEREAS, to be consistent with the other City commissions, the City Council has recommended that the number of members serving on the Streets, Trails and Utilities Commission be reduced from seven to five members.

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

SECTION 1: Chapter 2.23, Section 2.23.010 of the Norco Municipal Code shall be amended to read as follows:

#### **Chapter 2.23**

##### **2.23.010 Established—Number of members.**

There is established for the City a Streets, Trails and Utilities Commission of five members appointed from the community.

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.

Ordinance No. \_\_\_\_

Page 2

May 7, 2014

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held May 21, 2014.

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

ATTEST:

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

I, BRENDA K. JACOBS, City Clerk of the City of Norco, California, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Norco, California, duly held on May 7, 2014 and thereafter at a regular meeting of said City Council duly held on May 21, 2014, it was duly passed and adopted by the following vote of the City Council:

AYES:

NOES:

ABSENT:

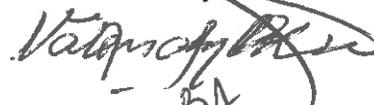
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Norco, California, on May 21, 2014.

\_\_\_\_\_  
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: Lori J. Askew, Director of Public Works 

DATE: May 7, 2014

SUBJECT: Consideration of the Removal of One Hour Parking Signs on Portions of Hamner Avenue

RECOMMENDATION: Provide direction to staff regarding the removal of "One Hour Parking" signs and the posting of "No Parking" signs on the west side of Hamner Avenue from Second Street north to Auto Mall Drive. **Resolution No. 2014-21** has been prepared for adoption if the City Council votes to approve this item.

**SUMMARY:** At its April 2, 2014 meeting, the City Council voted (motion by Council Member Azevedo) to agendaize the removal of the "One Hour Parking" signs located on Hamner Avenue in front of the Hemborg Ford auto dealership.

**BACKGROUND/ANALYSIS:** On September 5, 1979, the City Council approved and adopted Resolution No. 79-56 which rescinded all previous resolutions establishing "No Parking" prohibitions on Hamner Avenue and in lieu did prohibited all on-street parking on Hamner Avenue within the City of Norco. On November 20, 1991 Council approved Resolution No. 91-103, which approved time limited parking of vehicles less than 11,000 pounds gross vehicle weight on Hamner Avenue in the Auto Mall area in the City of Norco to facilitate the sales of vehicles for the new automobile dealers. This resolution was a result of a request from the President of the Norco Auto Mall Merchants Association. Subsequent to that resolution, there have been various resolutions adopted by Council for parking restrictions at various locations along Hamner Avenue and Second Street.

Staff is now being requested to remove the "One Hour Parking" signs on Hamner Avenue in front of the Hemborg Ford dealership. In further communications with the owner of Hemborg Ford, it is requested from them to remove the "One Hour Parking" signs on the west side of Hamner Avenue from Second Street north to Auto Mall Drive.

This request was initiated by the owner of Hemborg Ford and City staff has not received any other requests for sign removal from other auto dealerships. Should the City Council desire to remove the "One Hour Parking" signs located on the west side of Hamner Avenue from Second Street north to Auto Mall Drive, Resolution No. 2014-21 has been prepared for adoption.

**FINANCIAL IMPACT:** \$1,000 from Street Fund 133 for replacement signs.

Attachment: Resolution No. 2014-21

## RESOLUTION NO. 2014-21

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA, REMOVING TIME LIMITED ONE HOUR PARKING ON THE WEST SIDE OF HAMNER AVENUE FROM SECOND STREET NORTH TO AUTO MALL DRIVE

WHEREAS, Section 22507 of the California Vehicle Code authorized agencies, by resolution, to control the parking or standing of vehicles on local streets; and

WHEREAS, Resolution No. 91-103 established time limited parking on Hamner Avenue in the Auto Mall for vehicles less than 11,000 pounds gross vehicle weight; and

WHEREAS, a request has been received from an Auto Mall Dealership to remove a portion of the time limited "One Hour Parking" signs on the west side of Hamner Avenue; and

WHEREAS, if these signs are removed then unrestricted parking shall exist on this portion of Hamner Avenue; and

WHEREAS, the installation of "No Parking" signs is required to be installed to restrict parking of vehicles on the west side of Hamner Avenue.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Norco, California, does hereby approve the removal of the time limited "One Hour Parking" signs on the west side of Hamner Avenue from Second Street north to Auto Mall Drive and shall replace them with "No Parking" signs.

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held on May 7, 2014.

\_\_\_\_\_  
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 Resolution was adopted by the City Council of the City of Norco, California, at a regular meeting thereof held on May 7, 2014 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 May 7, 2014.

\_\_\_\_\_  
Brenda K. Jacobs, CMC, 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 

DATE: May 7, 2014

SUBJECT: Discussion to Consider Appointment of a Representative from the Historic Preservation Commission to the Ad-Hoc Committee on Infrastructure Needs and Funding Option

RECOMMENDATION: Discuss and provide direction to staff.

**SUMMARY:** At its meeting held on March 19, 2014, the City Council approved the process to appoint members to serve on an Ad-Hoc Committee to review the City's future infrastructure and funding needs. Following the approval of that process, the City Council voted to agendaize for discussion consideration to appoint a representative from the Historic Preservation Commission to the Ad-Hoc Committee on City Infrastructure Needs and Funding Options.

**BACKGROUND/ANALYSIS:** At a regular meeting held on March 19, 2014, the City Council approved the staff recommendation for the selection of members to serve on an Ad-Hoc Committee to review the City's future infrastructure and funding needs. The following was approved:

**Ad-Hoc Committee Members:**

The Ad-Hoc Committee will consist of two (2) members from the City Council selected by the Mayor; one (1) member each from the Planning Commission, Streets, Trails & Utilities Commission, Parks and Recreation Commission and the Economic Development Advisory Council; and three (3) residents appointed by the City Council at a future meeting.

At its meeting held on April 16, 2014, the City Council voted unanimously to agendaize for discussion consideration to add a member representing the Historic Preservation Commission to the Ad-Hoc Committee.

**FINANCIAL IMPACT:** Not applicable.

## CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, City Manager 

DATE: May 7, 2014

SUBJECT: Continued Public Hearing Amending the City's Comprehensive Fee Resolution to Update and Adjust the Development Impact Fees

RECOMMENDATION: Adopt **Resolution No. 2014-14**, amending the City's Comprehensive Fee Resolution to update and adjust the Development Impact Fees.

**SUMMARY:** In October of 2012, the City Council approved a Professional Services Agreement with Revenue Cost Specialists, LLC to complete a Development Impact Fee Calculation and Nexus Report. On January 27, 2014, the City Council held a Special Meeting Workshop at which time Scott Thorpe, representing Revenue Cost Specialists, LLC, presented the results from the completed Development Impact Fee Calculation and Nexus Report and the Master Facilities Plan for the City of Norco. Following meetings held between staff and Mr. Thorpe, the final Development Impact Fees are now recommended to be approved by the City Council through the public hearing process.

**BACKGROUND/ANALYSIS:** On October 17, 2012, the City Council approved a Professional Services Agreement with Revenue Cost Specialists, LLC (RCS) to complete a Development Impact Fee Calculation and Nexus Report. RCS specializes in cost of services studies including impact fee calculation for local governments. They have assisted the City in developing general user fee schedule over the last ten years and in 2004, they completed the first Comprehensive Impact Fee calculation for the City. They have performed similar services for many cities in the state.

The first step in the calculation of Development Impact Fee (DIF) is the identification of capital assets additions (Master Facilities Plan) that are necessary to serve new residential and business development at the same levels of service currently offered and enjoyed by the existing community. Based on the estimated cost of the Master Facilities Plan (MFP) through build out, DIF is calculated for different land uses. The purpose of this calculation is to determine the cost impact of new development on City infrastructure. Development impact fee does not apply to existing development but is a fee paid on new development to fund the impact of such developments on City capital

Continued Public Hearing Amending the City's Comprehensive Fee Resolution to Update and Adjust the Development Impact Fee Schedule

Page 2

May 7, 2014

infrastructure. The fees collected will be used to fund projects related to the following broad infrastructures:

- Animal Control Facilities, Vehicles and Equipment
- Fire Suppression/Medic Facilities, Vehicles and Equipment
- Circulation (Streets, Signals, and Bridges) System
- Local Storm Drainage Collection Facilities
- General Facilities (City Hall, City Fleet, and Fleet)
- Water Distribution Systems
- Wastewater Collection and Treatment Systems
- Equestrian Trail Acquisition and Development Systems
- Community Use Facilities
- Parks and Open Space

History:

On May 5, 2004, the City Council approved the City's Development Impact Fee and Nexus Report prepared by RCS as supported by the Master Facilities Plan. The 2004 study by RCS did not include utility systems infrastructure. Impact fee calculation for water and sewer infrastructure facilities was last performed in 2003 by Reiter Lowry Consultants. Following the approval of general City infrastructure Development Impact Fees in 2004, the City Council in 2005, approved a reduction to the surface transportation improvements component (streets, bridges and traffic signals) after it was determined that the Hamner Avenue Bridge improvement project will be funded from sources other than development impact fee. Since then, no additional changes have been made to the fees adopted in 2004. With respect to water and sewer systems infrastructure, no changes have been made to the fees that were approved in 2003.

Therefore, the City Council is recommended to complete the public hearing process and approve the recommended Development Impact Fees.

Attachment: Resolution No. 2014-14

*The completed 2013-14 Development Impact Fee Calculation and Nexus Report and the Master Facilities Plan for the City of Norco are available at the Office of the City Clerk.*

## RESOLUTION NO. 2014-14

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA, AMENDING THE CITY'S COMPREHENSIVE FEE RESOLUTION TO UPDATE AND ADJUST THE DEVELOPMENT IMPACT FEE SCHEDULE

WHEREAS, in 2014, Revenue & Cost Specialists, LLC conducted an extensive analysis through its technical expertise to identify the capital needs of the City and completed a Development Impact Fee (DIF) calculation and Nexus Report; and

WHEREAS, the Development Impact Fees were adopted in 2004 and were amended to reflect changes in the Consumer Price Index in 2007; and

WHEREAS, the schedule of amended Development Impact Fees needs to be adopted so that the City can identify the capital projects and acquisitions necessary to finance the proportional share of development-generated capital needs; and

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

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

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

SECTION 1. The Development Impact Fees contained in Resolution Nos. 2007-24 and 2012-43 are hereby updated.

SECTION 2. The Development Impact Fees are hereby approved as listed in Exhibit "A".

SECTION 3. The fees set forth in this Resolution shall become effective immediately.

Resolution No. 2014-14

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May 7, 2014

PASSED AND ADOPTED by the City Council of the City of Norco as a regular meeting held on May 7, 2014,

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Mayor of the City of Norco, California

ATTEST:

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

I, BRENDA K. JACOBS, City Clerk of the City of Norco, California do hereby certify that the foregoing Resolution was introduced and adopted by the City Council of the City of Norco at a meeting held on May 7, 2014 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 May 7, 2014.

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

Attachment: Exhibit "A"

**City of Norco**  
**Development Impact Fee Schedule**  
**Exhibit "A"**

<b>Land Use Category</b>	<b>Current Fee</b>	<b>Proposed Fee</b>
<b>COMMERCIAL / OFFICE</b>		
Parks	\$0.598 / sq. ft.	No Fee
Open Space Acquisition	Combined with Parks	\$0.463 / sq. ft.
Fire	\$0.544 / sq. ft.	\$0.561 / sq. ft.
General Government Facilities	\$0.118 / sq. ft.	\$0.195 / sq. ft.
Streets	\$3.683 / sq. ft.	\$7.342 / sq. ft.
Storm Drains	\$0.293 / sq. ft.	\$0.404 / sq. ft.
Animal Control	\$0.009 / sq. ft.	\$0.031 / sq. ft.
Sewer	\$2,120 / EDU	\$1.653 / sq. ft.
Water	\$2,400.00 / 1"meter	\$2.586 / sq. ft.
	\$7,500.00 / 2" meter	
<b>COMMERCIAL LODGING</b>		
Parks	\$116.00 / Guest Unit	No Fee
Open Space Acquisition	Combined with Parks	\$118.00 / Guest Unit
Fire	\$374.00 / Guest Unit	\$358.00 / Guest Unit
General Government Facilities	\$28.00 / Guest Unit	\$50.00 / Guest Unit
Streets	\$1,070.00 / Guest Unit	\$2,142.00 / Guest Unit
Storm Drains	\$59.00 / Guest Unit	\$98.00 / Guest Unit
Animal Control	\$2.08 / Guest Unit	\$8.00 / Guest Unit
Sewer	\$2,120 / EDU	\$5,864.00 / Guest Unit
Water	\$2,400.00 / 1"meter	\$1,959.00 / Guest Unit
	\$7,500.00 / 2" meter	
<b>INDUSTRIAL</b>		
Parks	\$0.358 / sq. ft.	No Fee
Open Space Acquisition	Combined with Parks	\$0.329 / sq. ft.
Fire	\$0.011 / sq. ft.	\$0.116 / sq. ft.
General Government Facilities	\$0.118 / sq. ft.	\$0.139 / sq. ft.
Streets	\$1.177 / sq. ft.	\$2.516 / sq. ft.
Storm Drains	\$0.190 / sq. ft.	\$0.277 / sq. ft.
Animal Control	\$0.0052 / sq. ft.	\$0.022 / sq. ft.
Sewer	\$2,120 / EDU	\$1.955 / sq. ft.
Water	\$2,400.00 / 1"meter	\$1.810 / sq. ft.
	\$7,500.00 / 2" meter	

**City of Norco**  
**Development Impact Fee Schedule**  
**Exhibit "A"**

<b>Land Use Category</b>	<b>Current Fee</b>	<b>Proposed Fee</b>
<b>SINGLE FAMILY DWELLING/SUBDIVISION</b>		
Parks	\$11,742.00 / Res. Unit	\$11,821.00 / Res. Unit
Open Space Acquisition	Combined with Parks	\$3,557.00 / Res. Unit
Fire	\$1,036.00 / Res. Unit	\$1,010.00 / Res. Unit
General Government Facilities	\$515.00 / Res. Unit	\$1,199 / Res. Unit
Trails	\$729.00 / Res. Unit	Combined with street
Sewer	\$2,120 / EDU	\$6,134.00 / Res. Unit
Water	\$2,400.00 / 1"meter only	\$4,662.00 / Res. Unit
Streets	\$2,084.00 / Res. Unit	\$4,062.00 / Res. Unit
Storm Drains	\$1,560.00 / Res. Unit	\$2,545.00 / Res Unit
Animal Control	\$146.00 / Res. Unit	\$251.00 / Res. Unit
Public Library	\$471.00 / Res. Unit	Included with Public Meeting Facilities
Public Meeting Facilities	\$1,312.00 / Res. Unit	\$3,318.00 / Res. Unit
Aquatics Center	\$251.00 / Res. Unit	No Fee - Eliminated
<b>MULTI FAMILY</b>		
Parks	\$6,192.00 / Res. Unit	\$9,639.00 / Res. Unit
Open Space Aquision	Combined with Parks	\$2,900.00 / Res. Unit
Fire	\$1,683.00 / Res. Unit	\$1,009.00 / Res. Unit
General Government Facilities	\$515.00 / Res. Unit	\$106.00 / Res. Unit
Sewer	\$2,120 / EDU	\$5,727.00 / Res. Unit
Water	\$2,400.00 / 1"meter only	\$2,559.00 / Res. Unit
Streets	\$1,373.00 / Res. Unit	\$2,712.00 / Res. Unit
Storm Drains	\$162.00 / Res. Unit	\$210.00 / Res. Unit
Animal Control	\$146.00 / Res. Unit	\$251.00 / Res. Unit
Public Library	\$248.00 / Res. Unit	No Fee
Public Meeting Facilities	\$691.00 / Res. Unit	\$2,706.00 / Res. Unit
Aquatics Center	\$132.00 / Res. Unit	No Fee

## CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, City Manager 

PREPARED BY: Geoff Pemberton, Fire Chief

DATE: May 7, 2014

SUBJECT: Public Hearing Ordering Abatement of Weeds on Vacant Lots

RECOMMENDATION: Adoption of **Resolution No. 2014-19**, declaring that weeds and hazardous vegetation, upon or in front of vacant property in the City of Norco, constitute a public nuisance and ordering the abatement.

**SUMMARY:** The proposed resolution orders the abatement of weeds and authorizes the Fire Department's weed abatement contractor to begin abating weeds on vacant properties whose owners did not comply with the Notice to Abate Spring Weeds.

**BACKGROUND/ANALYSIS:** On March 5, 2014, Council adopted Resolution No. 2014-09, allowing the Fire Department to proceed with the 2014 Weed Abatement Program. Pursuant to California Government Code, Notices to Abate Weeds, Hazardous Vegetation and Tumbleweeds were either mailed to property owners of vacant parcels or physically posted on the vacant property. The deadline to abate spring weeds was April 20, 2014.

The purpose of the Public Hearing is to consider objections from property owners and for Council to authorize the Fire Department's weed abatement contractor to remove weeds on vacant properties that were not abated by the deadline date. Property owners will be billed for the cost of the abatement; and if not paid, fixed charge assessment liens will be placed against the parcels through the Riverside County Auditor-Controller's Office.

**FINANCIAL IMPACT:** The costs to abate weeds on vacant property are paid either by the property owner or by property lien.

/sbs

Attachments: Resolution No. **2014-19**  
2014 Vacant Parcel List – Exhibit "A"

## **RESOLUTION NO. 2014-19**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA DECLARING THAT WEEDS AND HAZARDOUS VEGETATION, UPON OR IN FRONT OF VACANT PROPERTY IN THE CITY OF NORCO, CONSTITUTE A PUBLIC NUISANCE AND ORDERING THE ABATEMENT**

WHEREAS, Resolution 2014-09 was passed and adopted on March 5, 2014 declaring that seasonal and recurring weeds and hazardous vegetation, upon or in front of vacant property in the City of Norco, constitute a public nuisance and further declaring the City's intent to provide for the abatement and setting a Public Hearing; and

WHEREAS, Notices to Abate Weeds, Hazardous Vegetation and Tumbleweeds were mailed to property owners of vacant property and given in the form prescribed by the California Government Code; and

WHEREAS, Notices to Abate Weeds, Hazardous Vegetation and Tumbleweeds were posted on vacant properties, whose mailed notices were returned and given in the form prescribed by the California Government Code; and

WHEREAS, at the Public Hearing, the City Council of the City of Norco heard and considered all objections to the abatement; and

WHEREAS, weeds, hazardous vegetation and tumbleweeds were not destroyed or removed, and the nuisance abated, pursuant to the Notice to Abate.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Norco, California, does hereby find and declare the following:

1. That all objections to the proposed destruction or removal of weeds, as defined in Chapter 13, Article 2, Section 39560 of the California Government Code, upon or in front of those vacant parcels of land described in Exhibit "A" on file in the Office of the City Clerk and incorporated herein by this reference, are overruled.
2. That the Fire Chief is ordered to abate the nuisances by having the weeds destroyed or removed from the vacant parcels of land described in Exhibit "A" where the hazard still exists.
3. That it's Council's intent to assess the cost of the abatement as special assessments against each vacant parcel where the nuisance is located and declare the cost to be a property tax lien on each parcel.

4. That the weeds, hazardous vegetation and tumbleweeds on the vacant parcels of land described in Exhibit "A" are seasonal and recurring nuisances.
5. That the weeds, hazardous vegetation and tumbleweeds constitute a distinct fire hazard, and the method of removal must meet the requirements of the Southern California Air Quality Management District's Rule 403(g)(1)(J).
6. That the Fire Chief is further ordered to abate the seasonal and recurring nuisances in accordance with the provisions of Title 4, Division 3, Chapter 13, Article 2, Sections 39560 - 39568, inclusive, of the California Government Code, provided that on the second and any subsequent occurrence of such nuisance on the same vacant parcel or parcels within the same calendar year, no further hearings need to be held; and it shall be sufficient to mail a Notice to Abate to property owners at their addresses as they appear on Riverside County's current assessment roll, in accordance with the provisions of the notice contained in Section 39562.1 of the California Government Code.

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held on May 7, 2014.

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Mayor of the City of Norco, California

ATTEST:

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

Resolution No. 2014-19

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May 7, 2014

I, BRENDA K. JACOBS, City Clerk of the City of Norco, California, do hereby certify that the foregoing Resolution was adopted by the City Council of the City of Norco, California, at a regular meeting held on May 7, 2014 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 May 7, 2014.

---

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

/sbs

NORCO/RIVERSIDE COUNTY FIRE DEPARTMENT VACANT PARCEL LIST -- 2014

PARCEL NO.	LOCATION/ADDRESS	ACREAGE	OWNER OF RECORD
119020023-0	River Rd. & Second St.	5.17	RBE NORCO JFH 1 21800 BURBANK BLVD #330 WOODLAND HILLS CA 91367
121074014-6	betw 5373 & 5333 Roundup Rd.	0.50	AMIR & FADIA IBRAHIM 3070 SHADOW CANYON CR NORCO CA 92860
121092016-4	next to 5203 Roundup Rd.	0.47	LOT 65 TRUST 2337 NORCO DR NORCO CA 92860
121310087-1	SWC River Rd. & Corydon Av.	8.32	SAM & DOT DEKRUYF 8919 MERRILL AV CHINO CA 91710
121310090-3	next to 2651 River Rd.	3.18	SAM & DOT DEKRUYF 8919 MERRILL AV CHINO CA 91710
122020027-8	northeast of 1399 Parkridge Av.	0.76	CAPITALAND INV C/O SAM OSTAYAN 1379 PARK WESTERN #300 SAN PEDRO CA 90732
122030011-4	east of 2240 First St.	1.81	H & H PROPERTY 4740 Green River Rd. #118 CORONA, CA, 92880
122050027-1	south of 938 Hamner Av.	0.40	R & T GARCIA FAMILY LTD PARTNERSHIP C/O RONEILIO SAN DIEGO GARCIA 1947 237TH PL TORRANCE CA 90501
122050028-2	south of 938 Hamner Av.	0.07	SYED GILANI 1260 MOUNTAIN AV NORCO CA 92860
122050049-1	next to 996 Mountain Av.	1.44	FRANK & JEANETTE VILLALOBOS 1882 PARK SKYLINE SANTA ANA CA 92705
122061002-2	517 Parkridge Av.	3.13	OMNI NORCO C/O OMNI WEST GROUP INC 23187 LA CADENA STE 102 LAGUNA HILLS CA 92653
122061004-4	896 Hamner Av.	1.00	SYED GILANI 1260 MOUNTAIN AV NORCO CA 92860
122570001-4	Hidden Valley Pkwy. & Corona Av.	1.10	JAMES & SANDRA OLSEN 7641 E CORTO RD ANAHEIM CA 92808
123040001-3	SEC Fifth St. & Hillside Av.	5.47	FRANCES & WILLIAM SMITH C/O WILLIAM SMITH 5170 CENTRAL AV RIVERSIDE CA 92504-1825
123070003-8	behind 1080 & 1090 First St.	2.10	TU VAN VO / DIEM NGUYEN 1168 SHEARBORN ST CORONA CA 92879
123120001-0	2760 Hillside Av.	0.60	SANTIAGO & ELVESTHER ACUNA 1481 ANDALUSIAN DR NORCO CA 92860
123150008-0	next to 2579 Echo Hill Dr. off Hillside Av.	4.51	SOUTHERN CALIFORNIA EDISON 2131 WALNUT GROVE 2ND FLOOR ROSEMEAD CA 91770
123250002-3	east of 2245 Hillside Av.	12.47	ERNEST & ALICE TAYLOR PO BOX 440 NORCO CA 92860
123260001-3	north of 666 Third St.	10.00	MANUEL & JACQUELINE CONTRERAS C/O LORETTA O'MALLEY 43145 VISTA DEL RANCHO TEMECULA CA 92592-5142
123260002-4	666 Third St.	10.00	GARRY & SUSAN STRUNK C/O LORETTA O'MALLEY 43145 VISTA DEL RANCHO TEMECULA CA 92592
123310021-5	behind 1531 Hillside Av.	0.58	ROSEMARY BUTLER C/O DANIEL SAYLOR 2825 E CORTEZ WEST COVINA, CA 91791

2014 Master Vacant Parcel List  
Exhibit "A"

123310025-9	behind 1577 Hillside Av.	1.00	VU DUONG 2235 BOWMAN AV TUSTIN CA 92782-1246
123310026-0	behind 1577 Hillside Av.	1.24	VU DUONG 2235 BOWMAN AV TUSTIN CA 92782-1246
125030057-7	north of 2140 Valley View Av.	0.96	HARLEY WEED 5215 E. CHAPMAN #61 ORANGE CA 92869-4232
125170038-3	north of 1787 Hamner Av.	0.58	EDD INVESTMENT CO 173 E FREEDOM AV ANAHEIM CA 92801
125180010-8	1550 Second St.	6.51	FRANK AN/CAROLINE LEE 1159 S ARDMORE AV LOS ANGELES CA 90006
125210026-5	1665 Hamner Av.	0.99	BILL & JOE BARRETO 590 MONDALE STREET CORONA CA 92880
125270012-8	First St. & Valley View Av.	1.08	EUGENE EUSTAQUIO PO BOX 10595 NEWPORT BEACH CA 92658
125300018-6	east of 1365 First St.	0.39	MAGDALENA OLVERA VASQUEZ 1611 GARRETSON AV CORONA CA 92879-2429
125322006-3	1110 First St.	2.41	ZACHARIAH & SUSIE VARUGHESE 1347 BIRDSONG LN CORONA CA 92881
126020004-5	south of 2001 Third St.	2.81	RIVERSIDE COMMUNITY COLLEGE DISTRICT 4800 MAGNOLIA AV RIVERSIDE CA 92506
126050002-6	SW Corner of Third St. & Hamner Av.	7.94	EDDIE FISCHER C/O LE BARON INVESTMENTS 2020 E ORANGETHORPE AV
126050004-8	behind flood channel on Hamner Av.	8.22	EDDIE FISCHER C/O LE BARON INVESTMENTS 2020 E ORANGETHORPE AV
126050017-0	north of 2200 Hamner Av.	0.43	D W AUGUST INC 1331 TIFFANY RANCH RD ARROYO GRANDE CA 93420
126060001-6	west of 2093 Paddock Ln.	1.90	BERNARD & HELEN SWART 423 MAGNOLIA BREA CA 92621
126150008-1	north of 1664 Pacific Av.	1.52	MIGUEL & DEBRA MARTINEZ 1664 PACIFIC AV NORCO CA 92860
126160023-5	betw 1610 & 1630 Pacific Av.	0.66	H & H PROPERTY 4740 Green River Rd. #118 CORONA, CA, 92880
126180003-9	behind 1745 Pacific Av.	1.50	H & H PROPERTY 4740 Green River Rd. #118 CORONA, CA, 92880
126200013-9	south of 1492 Mountain Av.	2.56	H & H PROPERTY 4740 Green River Rd. #118 CORONA, CA, 92880
126200018-4	between 1475 & 1515 Pacific Av.	1.25	H & H PROPERTY 4740 Green River Rd. #118 CORONA, CA, 92880
126200021-6	2300 block First St.	5.08	H & H PROPERTY 4740 Green River Rd. #118 CORONA, CA, 92880
126240001-2	1635 Mountain Av.	2.00	H & H PROPERTY 4740 Green River Rd. #118 CORONA, CA, 92880
126240002-3	north of 1595 Mountain Av.	1.00	H & H PROPERTY 4740 Green River Rd. #118 CORONA, CA, 92880
126240004-5	1569 Mountain Ave.	5.00	1300 NORMANDY PROP 1300 E NORMANDY PL SANTA ANA CA 92705
126250010-1	behind 1775 & 1865 Acre St.	0.97	ALL MAGIC AUTO & PAINT C/O ELLIE ADRI 1461 HAMNER AV
126250013-4	1775 Acre St.	0.44	ALL MAGIC AUTO & PAINT C/O ELLIE ADRI 1461 HAMNER AV

2014 Master Vacant Parcel List  
Exhibit "A"

126250015-6	west of 1865 Acre St.	0.34	SUSAN WAKEFIELD 3064 DALES DR NORCO CA 92860
126250055-2	1865 Acre St.	0.43	ALL MAGIC AUTO & PAINT C/O ELLIE ADRI 1461 HAMNER AV NORCO CA 92860
126250056-3	1466 Hamner Av.	0.16	ALL MAGIC AUTO & PAINT C/O ELLIE ADRI 1461 HAMNER AV
127020030-5	3275 Hamner Av.	0.82	AJIT SHAH PO BOX 4509 PALOS VERDES PENNISULA CA 90274
127020032-7	3361 Hamner Av.	1.78	1050 W KATELLA AV ORANGE CA 92867
127030022-9	3265 Hamner Av.	0.43	YAO TING HSU C/O INVERSERVE INC 29129 DISCOVERY RIDGE DR
127030043-8	3231 Hamner Av.	0.67	YAO TING HSU C/O INVERSERVE INC 29129 DISCOVERY RIDGE DR
127030045-0	south of 3231 Hamner Av.	0.56	YAO TING HSU C/O INVERSERVE INC 29129 DISCOVERY RIDGE DR SANTA CLARITA CA 91390
127040036-3	north of 3001 Hamner Av.	2.18	JIRAIR SARALON 13338 GOLDEN VALLEY LN GRANADA HILLS CA 91344-5146
127050031-9	3001 Hamner Av.	1.69	VICTOR MELEO PO BOX 98 LINDSAY CA 93247
127100013-7	west of 3318 & 3314 Corona Av.	1.41	MICHAEL AGUIRRE 570 N GRAND ST ORANGE CA 92857
127200040-0	between I-15 & Fourth St.	0.08	ROY JOLLY / WANDA WILSON 11357 SNOW VIEW CT YUCAIPA CA 92399
127200042-2	between I-15 & Fourth St.	1.02	ROY JOLLY / WANDA WILSON 11357 SNOW VIEW CT YUCAIPA CA 92399
127210020-3	2655 Hamner Av.	0.62	GUR SATGUR TERI OAT INC 2128 CASCADE DR CORONA CA 92879
127300015-7	between 2630 & 2682 Reservoir Dr.	0.98	ROBERT SPANGLER 2756 SWEET RAIN WY CORONA CA 92881
127331012-0	2830 Reservoir Dr.	0.20	PAT & EMMA ALVARADO C/O ROLLIE ALVARADO 6072 CANDLE LIGHT LN
129230018-8	SWC Town & Country Dr. & Hamner Av.	1.13	KEVIN CHAN / KENNEDY CHUNG 5352 NEWFIELD CR HUNTINGTON BEACH CA 92649-3687
129230033-1	west of 2900 Hamner Av.	5.38	COPPERFIELD INV & DEV CO 600 ST PAUL AV #250 LOS ANGELES CA 90017
129230034-2	south of 1901 Town & Country Dr.	4.43	COPPERFIELD INV & DEV CO 600 ST PAUL AV #250 LOS ANGELES CA 90017
129230036-4	west of 2900 Hamner Av.	6.38	COPPERFIELD INV & DEV CO 600 ST PAUL AV #250 LOS ANGELES CA 90017
129230037-5	north of 2900 Hamner Av.	2.45	CHRIS BONORRIS 1630 COACHWOOD LA HABRA CA 90631
129380009-4	2438 Hamner Av.	1.63	REXCO 2518 N SANTIAGO BLVD ORANGE CA 92867
129380010-4	south side of Third St. at Hamner Av.	2.26	REXCO 2518 N SANTIAGO BLVD ORANGE CA 92867

2014 Master Vacant Parcel List  
Exhibit "A"

130100002-1	behind Quiet Hill Ct.	41.58	ALTFILLISCH PROP 12672 LIMONITE #3E EASTVALE CA 92880
130134002-6	1853 Pali Dr.	0.22	THOMAS & SHARON MCKIERNAN 1526 W BOULDER ST COLORADO SPRINGS, CO 80904
130240007-9	behind 3490 Hamner Av.	6.87	ROBERT GREGORY 4328 CORONA AV NORCO CA 92860
130240019-0	south of 2191 Fifth St.	1.65	MAR VISTA CBA C/O DOUG CROUSE 2191 FIFTH ST STE 200
130240020-0	NWC Fifth St. & Norconian Dr.	0.22	MAR VISTA CBA C/O DOUG CROUSE 2191 FIFTH ST STE 200
130240021-1	Norco Dr. west of ARCO	7.20	DAVID LUCE 20229 SW TREMONT WAY BEAVERTON, OR 97007
130240022-2	behind 3646 Hamner Av.	25.36	FISERV ISS & CO 20229 SW TREMONT WAY BEAVERTON, OR 97007
130240023-3	across from 3600 & 3636 Norconian Dr.	12.23	FISERV ISS & CO 2551 HAVEY LN STOUGHTON WI 53589
130240025-5	Fifth St. & Norconian Dr.	0.31	MAR VISTA CBA C/O DOUG CROUSE 2191 FIFTH ST STE 200 NORCO CA 92860
130240031-0	3636 Norconian Dr.	4.10	L U S A SWAMINARAYAN GURUK 3984 HOLLOW RIDGE CT YORBA LINDA CA 92887
130240045-3	Hamner Av. surrounding ARCO	4.75	NORCO BEACON HILL ASSEMBLY OF GOD INC PO BOX 336 NORCO CA 92860
130250004-7	south of 3646 Hamner Av.	1.40	NORCO EQUESTRIAN 17510 PIONEER BLVD #224 ARTESIA CA 90701
130250005-8	north of 3490 Hamner Av.	1.88	NORCO EQUESTRIAN 17510 PIONEER BLVD #224 ARTESIA CA 90701
130250006-9	north of 3480 Hamner Av.	1.94	ROBBIN KOZIEL PO BOX 148 NORCO CA 92860
130311023-2	between 2737 & 2777 Shadow Canyon Cr.	0.81	NICK LUTHER & LISA CAROLE KAY 2391 STALLION DR NORCO CA 92860
131070014-7	south of 4231 Valley View Av.	4.44	GEORGE SINICHAK 13814 WALNUT ST WHITTIER CA 90602
131090034-7	north of 4191 Corona Av.	1.17	KADVA PATINAR 102 E EUCALYPTUS DR ANAHEIM HILLS CA 92808
131101010-8	Hamner Av./Taft St./Old Hamner Rd.	3.40	BALU & MALTI PATEL C/O BROOKHURST INN MOTEL 701 S BROOKHURST ST
131150024-3	between 4081 & 4191 Valley View Av.	3.39	JUDITH METZGER 10920 PARISE DR WHITTIER CA 90604
131160003-5	NWC Valley View Av. & Sixth St.	0.87	HENRIK MARCINIAK 3140 W STONYBROOK DR ANAHEIM CA 92804
131180035-6	1025 Sixth St.	0.41	TAMI & ANTHONY LAMAGNA TODD & PAULA TAYLOR 3311 VIA GIOVANNI CR
131192021-0	north of 3838 Sierra Av.	1.02	HANUMANTHA REDDY 23 CASTLEROCK IRVINE CA 92603-0148
131200002-7	north of 3821 Sierra Av.	0.44	32158 CAMINO CAPISTRANO #A SAN JUAN CAPISTRANO CA 92675-3720

2014 Master Vacant Parcel List  
Exhibit "A"

131210025-9	SWC Sixth St. & Corona Av.	0.37	DAVE & REBBECAH GONZALES 25525 CARANCHO RD TEMECULA CA 92590
131230019-6	Hamner Av. between Fifth & Sixth Streets	0.91	CHAPARRAL PARTNERS C/O CHARLES GOSNELL 1240 E. ONTARIO
131280017-9	south of 3597 Sierra Av.	1.09	LUANNA SERRATO 6780 ANGELINA STREET CHINO CA 91710
131320027-1	Hamner Av. betw Fifth & Sixth Streets	0.86	CHAPARRAL PARTNERS C/O CHARLES GOSNELL 1240 E. ONTARIO CORONA CA 92881
131320028-2	Hamner Av. betw Fifth & Sixth Streets	1.00	CHAPARRAL PARTNERS C/O CHARLES GOSNELL 1240 E. ONTARIO
131330016-2	3516 Valley View Av.	3.72	RICHARD & REBECCA LEWIS 6 WEYMOUTH CT NEWPORT BEACH CA 92660
133090009-9	south of 4210 Crestview Dr.	2.35	PAULETTE FREDERICK 4200 CRESTVIEW DR NORCO CA 92860
133090010-9	south of 4232 Crestview Dr.	2.18	BRYAN & HEATHER SNOW 2938 VALLEY VIEW AVE NORCO CA 92860
133141018-4	NEC Sixth St. & Temescal Av.	1.51	EQUINE VETERINARY SPECIALISTS INC 20022 DANIEL LN ORANGE CA 92869
133150022-5	623 Sixth St.	0.38	ALAN HASSO PO BOX 17358 ANAHEIM CA 92807
133150027-0	633 Sixth St.	0.48	KHALED S FARAH 5753 SANTA ANA CYN #137 ANAHEIM CA 92807
133160026-0	east of 433 Sixth St.	0.40	PARKER LIN / SOON NA 1687 CURTISS CT LA VERNE CA 91750
133160031-4	east of 405 Sixth St.	0.81	LOT 16 TRUST 351 SIXTH ST NORCO CA 92860
133181010-0	Center Av. south of 818 Sixth St.	0.42	STANLEY & LINDA SCOTT 42131 SAN JOSE DR SAN JACINTO CA 92583
133181016-6	east of 892 Sixth St.	0.96	JOSEPH & GERALDINE DIGIULIO 3657 NETTLE PL FALLBROOK CA 92028
133190009-8	3861 Hillside Av.	0.57	CRC FEDERAL CREDIT UNION PO BOX 129 NORCO CA 92860
133190044-9	682 Sixth St.	0.10	CRC FEDERAL CREDIT UNION PO BOX 129 NORCO CA 92860
133190046-1	688 Sixth St.	0.13	CRC FEDERAL CREDIT UNION PO BOX 129 NORCO CA 92860
133222018-4	between 3721 & 3759 Center Av.	0.55	ROBERT KLING & DOROTHY BUTTS 531 MAIN ST #211 EL SEGUNDO CA 90245

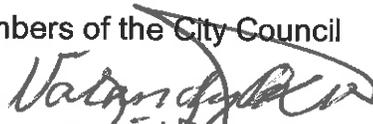
2014 Master Vacant Parcel List  
Exhibit "A"

133250033-4	110 Buckskin Ln.	0.59	MILTON HARRISON 212 E 19TH ST COSTA MESA CA 92627
133270002-8	3631 Hillside Av.	1.83	HECTOR & FLAVIA YANEZ 3691 CENTER AV NORCO CA 92860
133280009-6	behind 3528 & 3540 California Av.	1.78	DICK & SANDRA MAC GREGOR 3541 PEDLEY AV NORCO CA 92860
133330003-4	California Av. at Fifth St.	0.73	SOUTHERN CALIFORNIA EDISON PO BOX 800 ROSEMEAD CA 91770
133340018-9	off East St. & South Fork Dr.	0.94	SOUTHERN CALIFORNIA EDISON 2131 WALNUT GROVE 2ND FL ROSEMEAD CA 91770
133340019-0	south of 3540 South Fork Dr.	0.57	JOSEPH & MARGARET RULLO PO BOX 481 SURFSIDE CA 90743
133340021-1	south of 3540 South Fork Dr.	0.57	JOSEPH & MARGARET RULLO PO BOX 481 SURFSIDE CA 90743
133340022-2	south of 3540 South Fork Dr.	0.57	JOSEPH & MARGARET RULLO PO BOX 481 SURFSIDE CA 90743
133340023-3	south of 3540 South Fork Dr.	0.57	JOSEPH & MARGARET RULLO PO BOX 481 SURFSIDE CA 90743
153030007-7	near Grulla Ct.	1.00	HARD CORP C/O SANTA ANA VALLEY IRRIGATION CO 2555 3RD ST
153030008-8	near Grulla Ct.	1.20	SOUTHERN CALIFORNIA EDISON 2131 WALNUT GROVE 2ND FLOOR
153030009-9	near Grulla Ct.	0.40	SOUTHERN CALIFORNIA EDISON 2131 WALNUT GROVE 2ND FLOOR ROSEMEAD CA 91770
153030011-0	California Av. & Grulla Ct.	9.80	SOUTHERN CALIFORNIA EDISON 2131 WALNUT GROVE 2ND FLOOR ROSEMEAD CA 91770
153180002-6	4670 California Av.	0.46	LOAY YOUNIS 14791 GROVEVIEW IRVINE CA 92604
153180020-2	behind 4645 Pedley Av.	1.25	VINCENT & PEGGY LARIVIERE 5581 INNER CIRCLE DR RIVERSIDE CA 92506
153222009-2	behind 4521 & 4535 Crestview Dr.	2.19	FRANCES VAUGHAN 3806 HIGHWAY 90 WEST DEL RIO TX 78840
153222019-1	behind 4591 Crestview Dr.	0.54	ERIK CAMPBELL 128 ALLVIEW PLACE NORCO CA 92860
153231010-0	next to 4409 California Av.	0.51	BLANCA RODRIGUEZ 15753 RANDALL AVE FONTANA CA 91739
153232007-1	across from 4460 thru 4490 Crestview Dr.	4.67	ADOLFO PONCE 1010 FIRST ST NORCO CA 92860
168021003-3	west of 190 Mt. Rushmore Dr.	0.45	ROGER FRIZZEL 11290 ARLINGTON AV RIVERSIDE CA 92505
168023007-3	north of 4011 Mt. Tobin Ct.	0.42	RAYNOLD DALE & CAROL LYNN SAUGSTAD 4010 PIKES PEAK DR NORCO CA 92860



# 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: May 7, 2014

SUBJECT: Ordinance Amending Chapter 3.50 of the Norco Municipal Code to Include a New Exemption for Newly Constructed Specially Adapted Homes for Severely Disabled Veterans Under the Western Riverside County Transportation Uniform Mitigation Fee (TUMF) Program.

RECOMMENDATION: Adopt **Ordinance No. 974**, for first reading.

**SUMMARY:** Pursuant to the Mitigation Fee Act (Gov. Code §§ 66000 *et seq.*), WRCOG, upon recommendation of the WRCOG Executive Committee, now desires to amend the TUMF Ordinance to include the following exemption: "Exempt non-profit 501(c)(3) organizations who build new, single-family homes, specifically constructed and adapted for qualifying severely disabled veterans injured in a theatre of combat operations."

**BACKGROUND/ANALYSIS:** The City of Norco is a Member Agency of the Western Riverside Council of Governments ("WRCOG"), a joint powers agency comprised of the County of Riverside, March JPA, and seventeen cities located in Western Riverside County. Acting in concert, the WRCOG Member Agencies developed a plan whereby the shortfall in funds needed to enhance the capacity of the Regional System of Highways and Arterials due to new development in Western Riverside County could be made up in part by a Transportation Uniform Mitigation Fee ("TUMF") on future residential, commercial and industrial development. As a Member Agency of WRCOG and as a TUMF Participating Jurisdiction, the City participated in the preparation of a certain "Western Riverside County Transportation Uniform Mitigation Fee Nexus Study," ("2009 Nexus Study") later adopted by the WRCOG Executive Committee.

Pursuant to the Mitigation Fee Act (Gov. Code §§ 66000 *et seq.*), WRCOG, upon recommendation of the WRCOG Executive Committee, now desires to amend the TUMF Ordinance to include the following exemption:

Exempt non-profit 501(c)(3) organizations who build new, single-family homes, specifically constructed and adapted for qualifying severely disabled veterans injured in a theatre of combat operations.

On April 7, 2014, the WRCOG Executive Committee reviewed the proposed TUMF Program Ordinance template and recommended TUMF Participating Jurisdictions amend their TUMF ordinances to reflect the changes.

The revised TUMF Ordinance recommendation to exempt non-profit 501(c)(3) organizations from paying TUMF is specific in that it limits the exemption to new, specially adapted homes for severely disabled veterans who are the recipients of a Veterans Administration Specially Adapted Housing (SAH) Grant or its equivalent. This short-fall is anticipated to be approximately one million dollars and will be accounted for in the 2014 Network Update.

Attachment: Ordinance No. 974

## **ORDINANCE NO. 974**

### **AN ORDINANCE OF THE CITY OF NORCO, CALIFORNIA, AMENDING CHAPTER 3.50 OF THE NORCO MUNICIPAL CODE TO INCLUDE NEW EXEMPTIONS FOR NEWLY CONSTRUCTED SPECIALLY ADAPTED HOMES FOR SEVERELY DISABLED VETERANS UNDER THE WESTERN RIVERSIDE COUNTY TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) PROGRAM**

WHEREAS, This Ordinance shall be known as Amendment No. 1 to the "Western Riverside County Transportation Uniform Mitigation Fee Program Ordinance of 2009" ("Ordinance"); and

WHEREAS, the City is a member agency of the Western Riverside Council of Governments ("WRCOG"), a joint powers agency comprised of the County of Riverside, the March Joint Powers Authority, and 17 cities located in Western Riverside County. Acting in concert, the WRCOG Member Agencies developed a plan whereby the shortfall in funds needed to enlarge the capacity of the Regional System of Highways and Arterials in Western Riverside County (the "Regional System") could be made up in part by a Transportation Uniform Mitigation Fee ("TUMF") on future residential, commercial and industrial development; and

WHEREAS, WRCOG, upon the recommendation of the WRCOG Executive Committee, now desires to adopt one new exemption under the Western Riverside County Transportation Uniform Mitigation Fee Program Ordinance of 2009. The exemption is for newly constructed, specially adapted homes for severely disabled veterans designed for maximum freedom movement and the ability to live more independently at no cost to qualifying disabled veterans.

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

- A. The City Council finds and determines that the new exemption because of its small number of estimated properties, will not threaten the reasonable and rational relationship between the use of the TUMF and the type of development projects on which the fees are imposed because the fees will be used to construct the transportation improvements that are necessary for the safety, health and welfare of the residential and non-residential users of the development in which the TUMF will be levied.
- B. The City Council has also estimated the cost of the new exemption and understands that the TUMF fees will not be used to cover the fair share of these exempted properties on the Regional System.

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

SECTION 1: AMENDMENT. Chapter 3.50 – “Western Riverside Co. Transportation Uniform Mitigation Fee Program” shall be amended as follows:

Definitions.

Section 3.50.020 shall be amended to add the following new definitions:

“Disabled Veteran” means any veteran who is retired or is in process of medical retirement from military service who is or was severely injured in a theatre of combat operations, and has or received a letter of eligibility for the Veterans Administration Specially Adapted Housing (SAH) Grant Program.”

“Non-Profit Organization” means an organization operated exclusively for exempt purposes set forth in section 501(c)(3) of the Internal Revenue Code, and none of its earnings may inure to any private shareholder or individual. In addition, it may not be an action organization, i.e., it may not attempt to influence legislation as a substantial part of its activities and it may not participate in any campaign activity for or against political candidates. For the purposes of the TUMF Program the non-profit must be a 501(c)(3) charitable organization as defined by the Internal Revenue Service.

Exemptions:

Section 3.50.030 -- G. shall be amended to add the following exemption:

11. “New single-family homes, constructed by non-profit organizations, specially adapted and designed for maximum freedom of movement and independent living for qualified Disabled Veterans.”

SECTION 2. EFFECT: No provisions of this Ordinance shall entitle any person who has already paid the TUMF to receive a refund, credit, or reimbursement of such payment because of this new exemption.

SECTION 3: EFFECTIVE DATE: This Ordinance shall become effective 30 days after final passage thereof.

SECTION 4: SEVERABILITY: If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid, and/or voidable or unconstitutional for any reason 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 5: JUDICIAL REVIEW. In accordance with State law, any judicial action or proceeding to attack, review, set aside, void or annul this Ordinance shall be commenced within ninety (90) days of the date of adoption of this Ordinance.

SECTION 6: 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.

SECTION 7: FULL FORCE AND EFFECT: Except to the extent specifically modified or amended hereunder, all of the terms, covenants, and conditions of Ordinance No. 974 shall remain in full force and effect between the Parties hereto.

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held on May 21, 2014.

\_\_\_\_\_  
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 May 7, 2014 and thereafter at a regular meeting of said City Council duly held on May 21, 2014, it was duly passed and adopted by the following vote of the City Council:

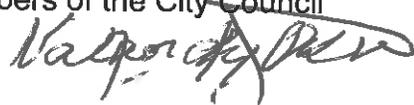
AYES:  
NOES:  
ABSENT:  
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Norco, California, on May 21, 2014.

\_\_\_\_\_  
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 

DATE: May 7, 2014

SUBJECT: Resolution Approving an Amended and Restated Franchise Agreement by and between the City of Norco and USA Waste of California for Integrated Waste Management Services

RECOMMENDATION: Adopt **Resolution No. 2014-20**, approving the Amended and Restated Franchise Agreement, and rates therein, between the City of Norco and USA Waste of California, Inc. for the Collection, Transportation, Recycling and Disposal of Solid Waste effective July 1, 2014.

**SUMMARY:** Following successful completion of the work of the Ad-Hoc Committee appointed by the City Council to assist with final contract negotiation for the renewal of Exclusive Franchise Agreement with USA Waste of California, Inc. for the collection, transportation, recycling and disposal of solid waste; staff conducted a Special City Council and Ad-Hoc Committee Joint Study Session on Tuesday, February 18, 2014, at which time the City Council voted (4-1 vote) to accept the recommendations of the Ad-Hoc Committee and directed the City Manager to proceed with Proposition 218 Hearing notices. Staff has complied with the noticing requirements of Proposition 218 and is recommending that the City Council adopt the resolution approving an Amended and Restated Franchise Agreement, and rates therein, between the City of Norco and USA Waste of California, Inc. for the collection, transportation, recycling and disposal of solid waste effective July 1, 2014.

**BACKGROUND/ANALYSIS:** On December 4, 2013, the City Council voted to appoint an Ad-Hoc Committee consisting of two (2) staff members, two (2) City Council members, and three (3) members from the community to assist staff in addressing concerns raised by some residents regarding the November 20, 2013 recommended contract and with the negotiation of a potential new contract agreement with USA Waste of California. On December 18, 2014, the City Council ratified the appointment of the seven (7) members to serve on the Ad-Hoc Committee. The Exclusive Refuse Franchise Agreement Ad-Hoc Committee met four times and successfully completed their work. The findings and recommendations of the Ad-Hoc Committee were presented and discussed at a Special City Council and Ad-Hoc Committee Joint Study Session on Tuesday, February 18, 2014, at which time the City Council voted (4-1 vote, Bash opposed) to accept the recommendations of the Ad-Hoc Committee and directed the City Manager to proceed with Proposition 218 Hearing notices.

The Ad-Hoc Committee Members consisted of the following:

City Council:

Council Member Kathy Azevedo  
Council Member Greg Newton

City Staff:

City Manager Andy Okoro  
Public Works Director Lori Askew

Members of the Community:

Linda Dixon  
Patrick Malone  
Paul Ryan

Some of the issues discussed and addressed by the Ad-Hoc Committee included the following;

- Page by page review of contract provisions, terms and conditions
- Regulatory requirements
- Service rate components – unbundled rate review
- Franchise fee
- Scout service and rates
- Street sweeping
- Cart exchanges
- Manure-to-energy potential and/alternative manure disposal methods
- Waste Management's qualifications, experience and contributions to the City

The diligent work of the Committee and the contributions from residents who devoted significant amount of their time to participate in the process resulted in the following summarized key recommendations (not all inclusive):

1. Maintain the franchise rate to 17.9% as proposed in the initial contract that was presented to the City Council on November 20, 2013 with a modification that the increase from 10% to 17.9% will be phased in over 3 years for commercial accounts and 5 years for residential accounts.
2. The cost of Scout service will be paid only by the users of the service and will be phased in over five years to minimize the impact to the users.
3. Do not add street sweeping service to the contract at this time, but reserve the right to review that option annually.
4. It was suggested that a portion of the increased franchise fees be dedicated to funding for decomposed granite for horse trails, traffic officers, and other infrastructure and road improvements projects. The City Manager will recommend the amounts to be earmarked as a part of the budget process.

**Proposition 218 Hearing Process**

A total of 10,515 Proposition 218 notices were mailed out on March 3, 2014 to property owners and rate payers and the public hearing notice was posted and published in accordance with the noticing requirements. Pursuant to the provisions of Proposition 218 Omnibus Implementation Act, the City Council is requested to consider all protests and objections concerning the proposed rates and charges received prior to the close of the Public Hearing. If written protests are submitted by a majority of the affected property owners/ratepayers, the proposed rate adjustment may not be imposed.

**FINANCIAL IMPACT:** The proposed increase from 10.0% to 17.9% in franchise fee is scheduled to be phased in over three (3) and five (5) years for commercial and residential accounts respectively. The estimated annual revenue for the first three (3) is \$90,000 and \$45,000 for the subsequent two (2) years.

Attachment: Resolution No. 2014-20  
Amended and Restated Franchise Agreement

## RESOLUTION NO. 2014-20

### 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 Extended Franchise Agreement with USA Waste of California, Inc., DBA Waste Management of the Inland Empire, ("USA Waste") is set to expire on June 20, 2014; and

WHEREAS, City staff and the Ad-Hoc Committee 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 July 1, 2014; and

WHEREAS, in compliance with the State of California Constitution and the Proposition 218 Omnibus Implementation Act, on March 3, 2014, the City mailed out 10,515 public hearing notices 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 July 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 May 7, 2014.

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

ATTEST:

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



## Residential Service

	Current Mo. Rate	Proposed Mo. Rate
<b><u>Basic Service</u></b>		
Residential Curbside	\$21.21	\$21.47
Senior/Low Income-96 gal	\$17.02	\$17.25
Senior/Low Income-64 gal	\$14.63	\$14.82

### **Other Residential Services**

Cart Exchange (over 1 per year)	n/c	15.27 <sup>1</sup>
Bin Exchange (over 1 per year)	n/c	46.36 <sup>1</sup>
Recycle Contamination Fee	n/c	\$61.83
Curbside E Waste Pick Up (over 3 free per year)	\$23.68	\$23.91
Extra 96 or 64 gal Trash Cart	\$7.41	\$7.48
Extra 96 or 64 gal Greenwaste Cart	\$4.80	\$4.85
Extra 96 or 64 gal Recycling Cart	\$2.31	\$2.34
Bulky Waste Pick Up (over 3 free per year)	\$21.49	\$21.69
New Service Set Up Fee	n/c	\$10.18

### **Manure Service**

	Current Mo. Rate	Proposed Mo. Rate
96 gal cart 1x week	\$25.83	\$26.15
2 yard 1x week	\$90.82	\$92.00
2 yard 2x week	\$164.78	\$166.97
2 yard 3x week	\$238.73	\$241.94
2 yard 4x week	\$312.67	\$316.89
2 yard 5x week	\$386.63	\$391.86
Every Other Week-bin	\$56.66	\$57.36
Extra Pick Up-bin	\$36.05	\$36.47

### **Residential Scout Service**

2 yard 1x week	n/c	\$8.86
2 yard 2x week	n/c	\$17.71
2 yard 3x week	n/c	\$26.57
2 yard 4x week	n/c	\$35.42
2 yard 5x week	n/c	\$44.28
Every Other Week	n/c	\$4.43
Extra P/U	n/c	\$8.86

## Roll-Off Service

Open Top with 5.9 tons/p load	\$458.96	\$470.90
Compactor with 8 tons p/load	\$654.62	\$671.53
Open Top with 5.9 tons/p load hard to handle	\$520.07	\$533.84
Compactor with 8 tons p/load hard to handle	\$737.78	\$757.17
Manure Bin-10 yards (Haul + disposal @ actual cost)	\$224.27	\$229.14

### **Other Roll-Off Services**

Delivery/Relocation/Trip Fee	\$70.61	\$72.15
New Roll-Off Set Up Fee	n/c	\$25.75

## Commercial Service

### **Commercial Cart Service**

2-64 Gal Carts per week max.	\$28.86	\$28.95
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### **Trash Service**

2 yard 1x week	\$97.89	\$100.31
2 yard 2x week	\$195.79	\$200.61
2 yard 3x week	\$293.68	\$300.92
2 yard 4x week	\$391.58	\$401.23
2 yard 5x week	\$489.47	\$501.53
2 yard 6x week	\$587.37	\$601.84
Extra P/U	\$42.86	\$43.87

4 yard 1x week	*	\$184.20
4 yard 2x week	*	\$368.39
4 yard 3x week	*	\$552.59
4 yard 4x week	*	\$736.78
4 yard 5x week	*	\$920.98
4 yard 6x week	*	\$1,105.17
Extra P/U	*	\$82.44

3 yard 1x week	\$134.80	\$138.15
3 yard 2x week	\$269.59	\$276.29
3 yard 3x week	\$404.39	\$414.44
3 yard 4x week	\$539.18	\$552.58
3 yard 5x week	\$673.96	\$690.71
3 yard 6x week	\$808.74	\$828.84
Extra P/U	\$60.40	\$61.83

6 yard 1x week	\$245.33	\$251.49
6 yard 2x week	\$490.69	\$503.01
6 yard 3x week	\$736.03	\$754.51
6 yard 4x week	\$981.37	\$1,006.01
6 yard 5x week	\$1,226.70	\$1,257.50
6 yard 6x week	\$1,472.06	\$1,509.02
Extra P/U	\$113.05	\$115.72

## Commercial Services Continued

### Compactors

2 yard 1x week	\$194.99	\$200.03
2 yard 2x week	\$385.68	\$395.66
2 yard 3x week	\$590.29	\$605.53
2 yard 4x week	\$779.95	\$800.10
2 yard 5x week	\$974.93	\$1,000.13
2 yard 6x week	\$1,169.92	\$1,200.15
Extra P/U	\$128.58	\$131.60

6 yard 1x week	\$396.64	\$407.57
6 yard 2x week	\$787.88	\$809.61
6 yard 3x week	\$1,181.85	\$1,214.44
6 yard 4x week	\$1,575.78	\$1,619.24
6 yard 5x week	\$1,969.72	\$2,024.04
6 yard 6x week	\$2,363.67	\$2,428.86
Extra P/U	\$339.14	\$347.16

### Recycle Services Cont.

3 yard 1x week	\$84.11	\$85.94
3 yard 2x week	\$168.15	\$171.80
3 yard 3x week	\$252.28	\$257.77
3 yard 4x week	\$336.47	\$343.79
3 yard 5x week	\$420.52	\$429.66
3 yard 6x week	\$503.17	\$514.10
Extra P/U	\$50.15	\$51.24

6 yard 1x week	\$145.97	\$149.15
6 yard 2x week	\$292.14	\$298.49
6 yard 3x week	\$438.12	\$447.65
6 yard 4x week	\$584.21	\$596.91
6 yard 5x week	\$723.98	\$739.72
6 yard 6x week	\$880.16	\$899.29
Extra P/U	\$92.66	\$94.68

### Other Commercial Services Cont.

Pull Out Fee 16-35 feet	n/c	\$12.36
Pull Out Fee 36-50 feet	n/c	\$20.60
Pull Out Fee over 50 feet	n/c	\$28.84

3 yard 1x week	\$274.60	\$281.76
3 yard 2x week	\$540.48	\$554.61
3 yard 3x week	\$810.72	\$831.91
3 yard 4x week	\$1,080.96	\$1,109.22
3 yard 5x week	\$1,358.84	\$1,394.33
3 yard 6x week	\$1,621.45	\$1,663.83
Extra P/U	\$181.21	\$185.48

### Recycle Service

2 yard 1x week	\$63.12	\$64.50
2 yard 2x week	\$126.25	\$128.99
2 yard 3x week	\$189.37	\$193.49
2 yard 4x week	\$252.50	\$257.99
2 yard 5x week	\$315.62	\$322.49
2 yard 6x week	\$378.75	\$386.98
Extra P/U	\$35.98	\$36.76

4 yard 1x week	\$112.14	\$114.58
4 yard 2x week	\$224.29	\$229.16
4 yard 3x week	\$336.43	\$343.75
4 yard 4x week	\$448.58	\$458.33
4 yard 5x week	\$560.72	\$572.91
4 yard 6x week	\$672.87	\$687.49
Extra P/U	\$66.86	\$68.32

### Commercial Scout Services

Bin Scout Service (p/month p/bin p/service)	\$35.08	\$35.84
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### Other Commercial Services

Temp Bin Service 3 yd	\$210.37	\$215.28
Temp Bin Service 3 yd 1 p/u (3 days)	\$103.65	\$105.98
Bin Overage Fee (per bin/per serv)	\$40.92	\$41.81
Locked Lid	\$14.05	\$14.36
New Commercial Set Up Fee	n/c	\$25.75
Bin Exchange (over 1 per year) <sup>1</sup>	n/c	\$46.36
Recycle Contamination Fee	n/c	\$61.83

### Franchise Fees will be implemented as follows:

Dates	Commercial	Residential
Current Rate	10.00%	10.00%
July 1, 2014	12.63%	11.58%
July 1, 2015	15.27%	13.16%
July 1, 2016	17.90%	14.74%
July 1, 2017	17.90%	16.32%
July 1, 2018	17.90%	17.90%

\* - Represents new service offerings

n/c - Fee not currently charged

<sup>1</sup> - Fee will only apply if replacement is due to customer negligence or when replacing for aesthetics reasons

**AMENDED AND RESTATED AGREEMENT BETWEEN  
THE CITY OF NORCO  
AND  
USA WASTE OF CALIFORNIA, INC.  
(a Division of Waste Management, Inc.)**

**FOR THE PROVISION OF  
INTEGRATED WASTE MANAGEMENT SERVICES**

Dated May 7, 2014

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**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 entered into this \_\_\_\_th day of \_\_\_\_\_, 2014 (with commencement of performance on July 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"), as amended (including but not limited to SB 1016, effective January 1, 2009, and AB 341, effective January 1, 2012), 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

**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, including but not limited to SB 1016 and AB 341.
- B. 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, with close-fitting lids and reflective strips where the container is placed on or near a public right of way; 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, with reflective strips where the container is placed on or near a public right of way. Contractor shall retain ownership of Bins provided to commercial or multi-family premises at all times.
- C. 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.

- D. Bulky Goods - means those services described in Section 5.G.
- E. 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).
- F. 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.
- G. 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".
- H. 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.
- I. "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.
- J. Curbside - means a location for placement of containers that provides for convenient and efficient access by collection equipment on the public right of way, edge of the pavement
- K. Contractor - means USA Waste of California, Inc., a Delaware Corporation, the entity granted the Franchise pursuant to this Agreement.
- L. 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.
- M. 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.

- N. 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).
- O. 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, but excluding fats, oils and greases generated by restaurants or food processors.
- P. Franchise - means the exclusive right and privilege granted by this Agreement.
- Q. 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.
- R. 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.
- S. Green Waste Containers - means containers provided and owned by the Contractor for service recipients for the temporary accumulation of Green Waste.
- T. 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., or defined as Hazardous Waste, acutely Hazardous Waste, or extremely Hazardous Waste by the State of California in Health and Safety Code §25110.02, §25115, and §25117, and all future amendments to any of the above, or as defined by regulations promulgated by the U.S. Environmental Protection Agency or 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.
- U. 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.
- V. 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. Dogs and cats are specifically excluded.

- W. 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.
- X. 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.
- Y. 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.
- Z. 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.
- AA. Recyclable Material - means a commodity which is sold for compensation, or donated, but which is not discarded into the residential and commercial 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.
- BB. 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.
- CC. 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.
- DD. Recycle Contamination Fee - means a special fee charged by Contractor to residential or commercial customers with bin service to recover its costs for separating solid waste placed in recyclable materials or manure waste containers, or for arranging special, unscheduled solid waste collections, due to placement of solid waste in recyclable materials or manure waste containers in an amount in excess of ten percent (10%) of the overall volume or weight of the container.
- EE. 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.

- FF. Residential Premises - includes Single Family Premises, Multi-Family Premises including apartments and condominiums, but does not include hotels, motels, or assisted living facilities.
- GG. 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.
- HH. 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.
- II. 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.
- JJ. 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.
- KK. 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.
- LL. Special Wastes - means all the items and materials which are set forth in Exhibit “B”, “Special Wastes.”
- MM. Universal Waste – means any waste listed in Title 22, California Code of Regulations, Section 66261.9, generally consisting of batteries, electronic devices, mercury-containing equipment, lamps, cathode ray tubes, cathode ray tube glass, and aerosol cans, remaining in the waste stream for processing, recycling, reuse or disposal following implementation of Extended Producer Responsibility requirements.

### **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. Notwithstanding the above, this right does not extend to solid waste or recyclable solid waste generated or transported by cleanup services using containers other than front-end bins or roll-off bins, using only the equipment and employees of the cleanup service.

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 for any reason other than misuse by the customer, including wear and tear or force majeure. Residential occupants requesting to have a container exchanged more than one (1) time per year for reasons other than wear and tear or force majeure (and in the absence of misuse by the customer), 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 related to providing bin service, 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 and Low Income Discounted Rate. Contractor shall provide a smaller sized solid waste container, upon request, to residents that qualify for a senior discount or a low income discount. 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". In order to receive the senior discount, the head of household must be at least 65 years of age or older. In order to receive the low income discount, the residential customer must qualify as low income under the Federal Communications Commission "Lifeline" program. Residential customers are entitled to one, but not both, discounts, and customers qualifying for one of these discounts shall be provided service at the reduced rates set forth in Exhibit "D".

The City may from time to time establish documentation requirements to establish the availability of either discount.

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 related to providing bin service, 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 bulk 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 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 chipping and 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. The City shall select the locations for placement of Battery Tracker buckets.
- 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.

- 7) 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" \$5,000.00. Once the annual program cost is fully expended, Contractor may continue to provide these services at City's sole expense.
- 8) 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, Hazardous Waste or Biohazardous Waste. All Solid Waste placed in the containers must fit into the container and not exceed the dimensions of the container.
- 9) Solid Waste and Recycling Collection at City Facilities. Contractor, at City's sole option, shall provide refuse, green waste and manure 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 and City Parks (including Silverlakes Park)
  - Animal Shelter
  - Ingalls Park (not to exceed 175 loads per year, with the number of loads per year to be reviewed annually and amended based on mutual agreement)

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

The parties understand and agree that collection at City facilities at no cost 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.

- 10) 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
  - Relay for Life
  - Christmas Parade
  - Norco Valley Fair
- 11) 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.
  - 12) 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.
  - 13) 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.

H. Disposal at El Sobrante Landfill; Manure 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. 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, green waste, 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 may 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 effort 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 (included with basic service for residential 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 August 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 within 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 next service day following notification

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

- K. 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, biohazardous 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, upon request from the City Manager, agrees to meet and 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.

At the request of City, at least once each calendar year, Contractor shall be present and shall participate in a public workshop to review diversion services. The purpose of the workshop is to provide for a discussion and review of technological, economic, and regulatory changes in collection, source reduction, recycling, processing and disposal to achieve a continuing, advanced solid waste collection, source reduction and recycling and disposal system. In addition, at the request of City, Contractor shall be present and participate in quarterly meetings with an ad hoc committee of the City Council to discuss these topics.

### 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 "start up" 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 July 1, 2014 and expire at the close of business on June 30, 2024.
- B. By mutual consent, the Franchise Agreement may be extended for an additional five (5) years from July 1, 2024 to June 30, 2029.

#### **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, 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 based on a percentage of Gross Revenue, as set forth below. 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 percentage franchise fee for residential services is as follows:

Year	% of Gross Revenue
7/1/14 – 6/30/15	11.58%
7/1/15 – 6/30/16	13.16%
7/1/16 – 6/30 17	14.74%
7/1/17 – 6/30/18	16.32%
7/1/18 – end of term	17.90%

The percentage franchise fee for commercial services (including construction and temporary bin/roll-off services) is as follows:

Year	% of Gross Revenue
7/1/14 – 6/30/15	12.63%
7/1/15 – 6/30/16	15.27%
7/1/16 – end of term	17.90%

For purposes of this provision, "Gross Receipts" means all monetary amounts actually collected or received by Contractor or City from its billings, as the case may be, from customers for the provision of solid waste handling services pursuant to this Agreement (including roll off service fees and bin rental fees, but does not includes material sales revenues derived from the collection of recyclable materials, special fees charged due to improper actions by customers (including Contamination Fee or Overage Fee or container replacement charge where customer misuse), the franchise fee, or other receipts from state and local government accounts (including CalRecycle beverage container recycling payments).

Contractor shall be entitled to an increase in compensation to reimburse for increases to the franchise fee, as set forth above or otherwise adopted by the City Council, as a pass-through in accordance with Section 17.B.

Contractor shall submit payment of franchise fees on a quarterly basis with respect to Gross Revenue billed and collected by Contractor, by the 30<sup>th</sup> day of the next month following the end of each calendar quarter. Payment shall be accompanied by a statement showing the amount of gross revenue, and the basis for calculation of the franchise fee payment.

- 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: all 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 October 1, 2014, City and Contractor agree to complete a comprehensive route audit and billing reconciliation, for the purpose of 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 based on Gross Revenue billed and collected by the City, and (ii) a billing and collection fee in an amount of up to 1.29% of residential billings and 1.5% of commercial billings. The City's billing and collection fee percentage shall be adjusted each July 1 during the term, commencing on July 1, 2015, 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 preceding the effective date of the rate adjustment.
- 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 billed by Contractor (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. Contractor shall provide City a monthly report, by the 5<sup>th</sup> of the following month, listing the locations of new placements of Construction and Demolition Waste roll-off bin or front-end bin containers.

- 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 be appointed by the City Manager or the City Council, and 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 July 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 preceding the effective date of the rate adjustment.
- Once the adjustments in the Landfill Disposal rate and CPI adjustment are completed, the total rate to be billed will be calculated by adding in an additional amount to the rates to fully compensate Contractor for increases in the franchise fee as set forth in Section 9.A, or any other increases in the franchise fee adopted by City Council.
- 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 reviewed by the City Manager and the City Council 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 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 seven (7) 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 is 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. However, 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 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, or with the provisions of or other State or Federal laws or 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 "D" 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 \_\_\_\_\_, 2014.

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 "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
15. Corydon Staging Area, 3300 Corydon Avenue

### 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 57 – 3368 Corydon Avenue
7. Fire Station 47 – 3902 Hillside Avenue

EXHIBIT "D"  
RATES FOR SERVICES