



AGENDA
CITY OF NORCO
CITY COUNCIL

August 6, 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

CALL TO ORDER: 6:00 p.m.

ROLL CALL

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

§54956.9(c) – Conference with Legal Counsel – Anticipated Litigation:

Two Potential Cases

RECONVENE PUBLIC SESSION: 7:00 p.m.

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

PLEDGE OF ALLEGIANCE: Mayor Pro Tem Higgins

INVOCATION: Calvary Chapel – Norco, *Pastor Louie Monteith*

RECOGNITIONS: Andy Okoro, CPA, City Manager – *Certificate of Achievement for Excellence in Financial Reporting*

DEMONSTRATION: Automated Meter Reading (AMR) Project, *Water Utility Customer Portal*

CITY COUNCIL BUSINESS ITEMS AS FOLLOWS:

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

- A. Update on the Ad-Hoc Committee on Infrastructure Needs and Funding Options (Chair Jodie Webber)

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:
Special Meeting of July 2, 2014
Regular Meeting of July 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. Approval of Joint Exercise of Powers Agreement between the City of Norco and Jurupa Community Services District for Landscape Maintenance Adjacent to Community Facilities District No. 12. **Recommended Action: Adopt Resolution No. 2014-52, approving the Joint Exercise of Powers Agreement with Jurupa Community Services District regarding landscape maintenance adjacent to CFD No. 12.** (Public Works Director)
- D. Approve the Extension of the Standard Software Maintenance Agreement with New World Systems Corporation from September 1, 2014 to August 31, 2019. **Recommended Action: Adopt Resolution No. 2014-53, approving the extension of the Standard Software Maintenance Agreement with New World Systems Corporation from September 2, 2014 – August 31, 2019.** (City Manager)
- E. Acceptance of Bids and Award of Contract for Street Striping and Pavement Marking On-Call Services for Fiscal Year 2014-2015. **Recommended Action: Accept bids submitted for the installation of street striping and pavement marking on-call services for Fiscal Year 2014-2015 and award the service contract to J & S Striping Company, Inc. of Ontario, California.** (Director of Public Works)
- F. Acceptance of Bids and Award of Contract for Navy to Norco College (RCC) Sewer Improvements Project. **Recommended Action: Accept bids submitted for Navy to Norco (RCC) Sewer Improvements project and award the contract to TBU, Inc. of Beaumont, California in the amount of**

\$214,963.00, authorize the City Manager to approve contract change orders up to 10 percent of the bid contract amount, and adopt Resolution No. 2014-54, appropriating funds for the construction of the project. (Director of Public Works)

- G. Approval of the Agreement for Law Enforcement Services between the City of Norco and the County of Riverside. **Recommended Action: Approve the Agreement for Law Enforcement Services between the City of Norco and the County of Riverside effective July 1, 2014 through June 30, 2019. (Sheriff's Department)**

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

4. CITY COUNCIL DISCUSSION / ACTION ITEMS:

- A. Planning Commission's Building Permit Process Review between Two Cases. **Recommended Action: Receive and File** (Planning Director)
- B. Swap Meet Permit 2014-01 (Roy): An Application for a Monthly Swap Meet/Flee Market in the Parking Lot of the "Vandermolen Center" Located at 2816 Hamner Avenue within the C-G (Commercial General) Zone. **Recommended Action: Adopt Resolution No. 2014-55, approving Swap Meet Permit 2014-01.** (Planning Director)
- C. State Water Resources Control Board Emergency Regulations for Statewide Urban Water Conservation. **Recommended Action: Approve the State Water Resources Control Board Emergency Regulations, California Code of Regulations, Title 23, Sections 863, 864, and 865.** (Water and Sewer Manager)

5. LEGISLATIVE MATTERS: (No new evidence will be heard from the public as the public hearing has been closed regarding the item listed.)

- A. **Ordinance No. 977, Second Reading.** Zone Code Amendment 2014-03. A City-Initiated Proposal to Amend Chapter 18.13 "A-1 Zone" of the Norco Municipal Code to Increase the Minimum Lot Size from 20,000 Square Feet to 21,780 Net Square Feet. **Recommended Action: Adopt Ordinance No. 977.** (Planning Director)

6. CITY COUNCIL PUBLIC HEARINGS:

- A. **Ordinance No. 978, First Reading.** Code Amendment 2014-03. A City-Initiated Proposal to Amend Chapter 5 of the Norco Municipal Code by Amending Section 5.04.060, 5.04.090(a), 5.04.202, and 5.04.260 (Business License and Regulations).

After review by the Business Process Advisory Committee, staff is recommending an amendment to Chapter 5, Sections 5.04.060, 5.04.090(a), 5.04.202 and 5.04.260 of Norco Municipal Code regarding Business License and Regulations. The proposed changes are necessary to clearly delineate the relationship between the issuance of a business license and a certificate of occupancy, and to clarify certain provisions in the existing business license regulations.

Recommended Action: Adopt Ordinance No. 978, for first reading. (City Manager)

- B. **Ordinance No. 979, First Reading.** Code Amendment 2014-04. A City-Initiated Proposal to Amend Norco Municipal Code Chapter 9.07 Entitled "Noise Amplification Devices" to "Noise Regulations" and Sections Thereof. (Sheriff's Department)

On June 4, 2014, City Council directed staff to amend the existing "Noise Amplification Devices" Ordinance, Chapter 9.07. This existing ordinance was limited in content, did not provide exemptions for City and school-sponsored events, nor did it contain exemptions for animals and livestock, unique to the lifestyle and culture of the City. Furthermore, the ordinance made enforcement difficult without a "victim," willing or able to make a citizen's arrest.

Recommended Action: Adopt Ordinance No. 979, for first reading. (Sheriff's Department)

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 complete the speaker 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**

9. **ADJOURNMENT**

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

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

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
SPECIAL MEETING

Wednesday, July 2, 2014

Norco City Hall Conference Rooms A & B
2870 Clark Avenue, Norco, CA 92860



CALL TO ORDER: 5:30 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**

The City Council recessed to Closed Session (Section 54954) to consider the following matter:

§54957 Public Employee Performance Evaluation:

Title: City Manager

RECONVENE PUBLIC SESSION: 6:00 p.m.

REPORT OF ACTION(S) TAKEN IN CLOSED SESSION - §54957.1:

City Attorney Harper stated that there was no reportable action.

PLEDGE OF ALLEGIANCE: Council Member Newton

DISCUSSION ITEM:

1. Discussion of the Administration and Funding of the Annual Assessment Levies of Landscape Maintenance Districts No. 1 – Beazer, Tract 28765; No. 2 – Western Pacific, Tract 25779; No. 3 – Centex, Tract 28826; No. 4 – Norco Ridge Ranch, Tracts 29588 and 29589; and No. 5 – Hawk’s Crest, Tract 30230. (Dominic Milano, City Engineer; Brian Petree, Director of Parks, Recreation and Community Services)

Director of Parks, Recreation and Community Services Brian Petree gave a brief outline of discussion topics relating to the assessment districts.

City Attorney John Harper indicated that the landscape maintenance districts were formed upon the original development of the property in order to maintain public improvements of special benefit to the property owners in the districts. The cost of maintaining those improvements is reviewed on an annual basis following a public hearing and the assessment is levied based upon the actual cost of the maintenance. The maximum amount of the individual assessments was established upon the original formations of the districts and may not be exceeded without going through a formal election process.

Patrick Malone requested clarification on the annual budgets including the Consumer Price Index (CPI) increase. In response, City Attorney Harper stated that the districts have built-in increases based on the CPI.

Jodie Webber commented on the City Attorney's general statement on maintenance. In response City Attorney Harper stated that the City Engineer prepares an Engineer's Report and an annual budget for the districts. The report could include direction to look at additional capital improvements as long as they are related to the original public improvements.

Director Petree provided a brief overview of the five districts. Mr. Petree noted that landscape maintenance is provided by a contract service provider, which is responsible to meet a standard set by the City for a level of maintenance to be provided based on square footage. Each district was set up by the developer with special benefits to the property owners. The costs within each district are reviewed annually in order to determine budgets. There is an assessment cap within each district and once the cap has been reached, the assessment may only increase based on the Consumer Price Index. If the costs within a District exceed the CPI rate increase, the District will lack funds necessary to maintain it. In that case, either the level of service for the District is reduced or the District can elect to increase assessments by a ballot process.

City Engineer Milano presented a brief overview of what is required of an Engineer's Report. In order to form a district, by law, an Engineer's Report must be completed. The Engineer's Report sets boundaries. The report provides a benefit analysis and a budget. Assessment spreadsheets identify each parcel and the levies for each parcel. The benefits are localized benefits specific to each district and every parcel has equal benefits. Mr. Milano stated that an Engineer's Report must be prepared every year. Assessments are collected through property tax bills. The fiscal year budget begins in July but the County does not collect until January; therefore, the City's General Fund pays for the district's maintenance service for the first six months of the fiscal year until payment is received from the County.

In response to Mayor Pro Tem Higgins, Water and Sewer Manager Bill Thompson stated that if there is a deficit in funds within a district, and the City carries the costs on behalf of the district, then the City reduces the level of service but continues receiving the same assessment amount in order to pay back the "loan" given to the district.

Ted Hoffman commented on the option of opting out of an assessment district. City Attorney Harper indicated that it is an option for residents of a district to opt out; however, 51% of residents must agree for the district to dissolve.

Jodie Webber commented on staff recommendations to the City Engineer for information contained in the Engineer's Report. City Attorney Harper clarified the definitions of the terms used in the Engineer's Report. Mr. Harper indicated that replacement of trails is not considered a capital improvement. In terms of the Code, the definition of improvement is the installation and maintenance of an improvement, such as trail fencing.

In response to Mayor Hanna, Manager Thompson stated that staff prepares the LMD budgets based on what it costs to maintain the entire original improvement. Staff provides facts and information on what is needed for each LMD to maintain the City's standards.

For Landscape Maintenance District 1, City Engineer Milano reported a proposed total annual budget of \$11,342.00, an estimated fund balance on June 30, 2015 of \$12,884.00, and an estimated surplus of \$7,213.00.

In response to Council Member Bash, Mr. Milano indicated that the assessment for LMD 1 is \$131.18 and with the CPI increase, the proposed assessment is \$133.28. Mr. Milano also stated that there is currently a surplus in LMD 1 but in approximately five years, the property owners will need to decide on an assessment increase in order to maintain the level of service.

Geoff Kahan asked if assessments are by parcel size or if assessments are equal. Mr. Milano stated that every parcel within a District is assessed the same amount regardless of parcel size.

For Landscape Maintenance District 2, City Engineer Milano reported a proposed total annual budget of \$131,453.00, an estimated deficit in the fund balance on June 30, 2015 of \$10,916.00, and an estimated amount of unfunded needs of \$168,393.00. Mr. Milano stated that the current assessment is \$601.88 and with the CPI increase, the proposed assessment is \$611.51.

For Landscape Maintenance District 3, Mr. Milano reported a proposed total annual budget of \$83,537.00, an estimated fund balance on June 30, 2015 of \$57,017.00, and an estimated amount of unfunded needs of \$12,592.00. The current assessment is \$908.98 and with the CPI increase, the proposed assessment is \$923.52.

For Landscape Maintenance District 4, City Engineer Milano reported a proposed total annual budget of \$529,952.00, and estimated fund balance on June 30, 2015 of \$331,416.00, and an estimated deficit of unfunded needs of \$243,904.00. The current assessment is \$958.40 and with the Consumer Price Index, the proposed assessment is \$973.73. Mr. Milano discussed the trail fencing replacement program for this district. When the program was put together, staff determined there was approximately 64,200 lineal feet of trail fencing as opposed to the 84,000 lineal feet noted in previous documents. Staff attributes the difference to the original count not considering driveways, corners, trees, catch basins, etc. Last year's report noted the need for \$50,000 a year for a ten-year

program to replace fencing. At the Council level, it was determined to set aside \$75,000 for a trail fencing replacement capital project. Mr. Milano discussed the parcels on Mt. Shasta in this district. From 2004-2009, the parcels were assessed although they were not receiving a benefit. Mr. Milano requested, and Council approved in 2010, that the parcels on Mt. Shasta not be assessed since they do not have maintenance needs. In regards to the trail fencing replacement program, the parcels on Mt. Shasta have trail fencing and have requested to have their trails maintained. Therefore, for Fiscal Year 2014-2015, the assessment for those parcels on Mt. Shasta will be \$286.00 as their fair share of the cost associated with trail fencing replacement.

Council Member Newton inquired about by what action were the parcels at Mt. Shasta Drive removed from LMD. City Engineer Milano clarified that the parcels were not removed from the LMD, instead they were removed from being assessed since they were not receiving landscape services.

For Landscape Maintenance District 5, Mr. Milano reported a balanced budget and the district has the ability to increase the amount of the assessment; however, the amount of \$926.42 per parcel will remain the same for the next fiscal year. He indicated that the proposed total annual budget is \$47,927.00, the proposed fund balance on June 30, 2015 is \$72,308.00, and the estimated surplus is \$7,240.00.

For increases in assessments outside of the Consumer Price Index increase, which go through the election process, City Engineer Milano suggested having the public meetings for the districts in December to be able to process ballots in January or February. At that point, mid-year budgets are in and would afford staff time to conduct public hearings.

Council Member Newton commented on the restrictions of the wetlands in LMD 4 and inquired about the \$5,000 budgeted. Director Thompson stated it is for trash pick-up. The County Conservation District determined an assessment of \$16,000 for the maintenance of the wetlands. Staff has been able to negotiate a lower cost but is ultimately looking at not being assessed at all.

There was some discussion regarding the use of reclaimed water to reduce the costs of water use for the districts. Mr. Thompson discussed upcoming projects, which will provide reclaimed water to the LMDs within the next four to five years.

An unidentified resident asked regarding the surplus in LMD 4. Mr. Milano indicated that the surplus noted in the Engineer's Report is a six-month reserve used to pay the contractors. In response to the resident, Mr. Milano also indicated that the goal for LMD 4 is to replace fencing annually or every two years over the next 10-15 years. The resident also commented on Valley Crest creating grading issues by not adhering to the 2% grade requirement when making repairs.

Jodie Webber thanked the City Council for educating the public on Landscape Maintenance Districts. Ms. Webber expressed concerns regarding communications from staff to the City Engineer and the sequence of events. Ms. Webber stated that when the public brings errors to the Council's attention, there is no time to correct them because the City does not provide sufficient time.

Council Member Azevedo commented that the process has been the same for the past eleven years and suggested moving up the LMD public hearings to several months prior to the budget workshops, preferably in the Spring.

Ted Hoffman thanked the Council for this workshop. Mr. Hoffman commented on the total budget of \$800,000 for all the Landscape Maintenance Districts. Mr. Hoffman expressed his concerns that, of the total budget, \$90,000 is spent on administrative costs.

ADJOURNMENT

Mayor Hanna adjourned the meeting at 8:30 p.m.

CHERYL L. LINK, CITY CLERK



MINUTES
CITY OF NORCO
CITY COUNCIL

July 16, 2014

City Council Chambers
2820 Clark Avenue, Norco, CA 92860



CALL TO ORDER: 6:05 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**

City Attorney John Harper stated the need to add an item, one potential litigation case, to Closed Session.

M/S NEWTON/HIGGINS to add one potential litigation case by urgency to Closed Session. The motion was carried by the following roll call vote:

AYES: AZEVEDO, BASH, HANNA, HIGGINS, NEWTON

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

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

§54956.9(c) – Conference with Legal Counsel – Anticipated Litigation:

Two Potential Cases

RECONVENE PUBLIC SESSION: 7:00 p.m.

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

City Attorney John Harper reported that one potential litigation case was added by urgency to Closed Session and that there is no reportable action on the items.

PLEDGE OF ALLEGIANCE: Council Member Azevedo

INVOCATION: Pastor Fred Griffin, Corona Church of the Open Doors

PRESENTATIONS:

President Eric Post, *Rotary Club of Norco*

President Post presented the City Council with a check in the amount of \$500 serving as a donation for the Veteran's Memorial.

Norco Horseweek Donation to N.A.R.T.

Tony Barretto presented the City Council with a check in the amount of \$500 serving as a donation to N.A.R.T.

RECOGNITIONS:

Kelli Newton, *United States Dressage Federation Bronze Medal Recipient*

Mayor Hanna presented a certificate of recognition to Kelli Newton for her achievement.

Sparky Panzer, *California's Veteran of the Year for District 60*

Mayor Hanna presented a certificate of recognition to Mr. Panzer for his achievement and thanked him for his service.

Harry Fish, *Norco Resident*

Mayor Hanna spoke briefly about Mr. Fish. Mayor Hanna noted that Mr. Fish graduated from Norco High School, was the first person inducted into Norco High School's Hall of Fame, coached Norco High ladies softball team, coach Norco Filly's girl's softball for many years, and devoted much of his life to sports.

Bob Allen, *Norco Resident*

Mayor Hanna noted that Mr. Allen was a resident of Norco since 1944, served in World War II, was a strong supporter of the community and volunteered countless hours for various groups and community activities.

CITY COUNCIL BUSINESS ITEMS AS FOLLOWS:

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

Council Member Azevedo:

- Attended two WRCOG meetings and commented on the HERO program.
- Commented on the traveling memorial wall, which travels throughout the country, will be in Temecula on October 9, 2014.

- Thanked all who assisted with the 4th of July event.
- Invited the public to the Sock Hop event on August 9, 2014, which is part of the City's 50th birthday celebration.

Council Member Newton:

- Attended the Chino Basin Desalter Authority meeting last week and discussed different expansion agreements on product water pipelines. Briefly discussed the microtunneling project, which will run up to Detroit Street and Old Hamner and connect to Hamner Avenue up to Belgrave Avenue in Eastvale. The completion date is scheduled for December 2015/January 2016.

Mayor Pro Tem Higgins:

- Attended the Riverside Sheriff's tactical emergency active shooter response training at Roosevelt High School on July 15th. Complimented the Sherriff staff.
- Encouraged residents to attend the Ad-Hoc Committee on Infrastructure Needs and Funding Options meeting on Monday, July 21, 2014.

Council Member Bash:

- Attended the Riverside Sheriff's tactical emergency active shooter training.
- Riverside Conservation Authority meeting was cancelled.
- Appointed to a school-naming committee for two new schools in Eastvale.

Mayor Hanna:

- Attended in the Concerts in the Park on July 4th.
- Attended the State Route 91 Advisory Committee.
- Attended Vector Control meeting and noted that a high number of cases have been reported of a fever from overseas.
- Attended a Riverside Transit Authority meeting. RTA recorded its 200 millionth rider.
- Commented on the National Day of the American Cowboy event on Saturday, July 26th and encouraged residents to attend.

2. CITY COUNCIL CONSENT ITEMS:

M/S HIGGINS/BASH to adopt the items as recommended on the 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:
June 18, 2014 Regular Meeting
Action: Approved the City Council Minutes.
- B. Procedural Step to Approve Ordinance after Reading of Title Only. **Action: Approved.**

- C. Recap of Actions Taken by the Planning Commission at its Meeting held on July 9, 2014. **Action: Received and Filed.**
- D. Quarterly Investment Report for Quarter Ended June 30, 2014. **Action: Received and Filed.**
- E. Amendment No. 1 to City Manager Employment Agreement. **Action: Approved Amendment No. 1 of the Employment Agreement between the City of Norco and Valentine Andy Okoro.**
- F. Amendment No. 1 to the Waste Management Agreement. **Action: Adopted Resolution No. 2014-43, approving Amendment No. 1 to the Amended and Restated Agreement between the City of Norco and USA Waste of California, Inc. for the provisions of integrated waste management services.**
- G. Authorization for the Public Works Department to Purchase a Trailer Mounted Vacuum Excavator. **Action: Authorized the appropriation of \$34,678.18 to purchase a trailer mounted vacuum excavator.**

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

None.

4. LEGISLATIVE MATTERS: (No new evidence will be heard from the public as the public hearing has been closed regarding the item listed.)

- A. **Ordinance No. 976, Second Reading:** Amending Chapter 18.57 of the Norco Municipal Code, "Wireless Telecommunication Facility Regulations," to Change the Height Requirement for Freestanding Antenna Poles. (Zone Code Amendment 2014-02).

M/S HIGGINS/BASH to adopted Ordinance No. 976 for second reading. 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 DISCUSSION / ACTION ITEM:

- A. Discussion of the Letter from the Naval Weapons Station Seal Beach Detachment Norco to the State Historic Preservation Officer Regarding the National Register of Historic Places Eligibility Status of Properties at Detachment Norco.

Acting City Manager Petree noted that the City received a letter from the State Historic Preservation Officer (SHPO) on July 8, 2014 regarding the National Register of Historic Places eligibility status of properties on the Navy base in Norco. The City Manager's Office responded and Cultural Resources Consultant Bill Wilkman summarized the content of the letter. Mr. Wilkman stated that the letter reminds SHPO of several communications with them whereby the City did not receive responses and that he can provide a more objective survey.

Council Member Bash read a statement he prepared and requested to have the statement included with the minutes as part of the official record (Attachment A).

Council Member Azevedo suggested having a special workshop to learn about the scope of work of Mr. Wilkman's historical resources survey and learn more about the comments Council Member Bash made in his statement.

In response to Mayor Pro Tem Higgins, Mr. Wilkman stated that he has not completed the survey. The estimated time of completion is six months to one year. Mr. Wilkman indicated that the value of the workshop is to show City Council what is being surveyed and what is historical, as well as the range of buildings being surveyed and the criteria being applied.

M/S AZEVEDO/HIGGINS to schedule a joint workshop between the City Council and the Historic Preservation Advisory Commission on the scope of work relating to the Norconian historical resources survey, and to extend an invitation to the Lake Norconian Club Foundation. The motion was carried by the following roll call vote:

AYES: AZEVEDO, BASH, HANNA, HIGGINS, NEWTON

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

M/S HIGGINS/BASH to receive and file the report on the letter received from the State Historic Preservation Officer as well as the City Manager's response letter. The motion was carried by the following roll call vote:

AYES: AZEVEDO, BASH, HANNA, HIGGINS, NEWTON

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

6. CITY COUNCIL PUBLIC HEARINGS:

- A. Zone Code Amendment 2014-03, First Reading: City-Initiated Proposal to Amend Chapter 18.13 "A-1 Zone" of the Norco Municipal Code to Increase the Minimum Lot Size from 20,000 Square Feet to 21,780 Net Square Feet.**

Director King gave a brief summary of the Zone Code Amendment as presented in the staff report.

In response to Mayor Pro Tem Higgins' question regarding existing lots with pending work, Director King indicated that if the applicants have met the 20,000 square foot minimum lot size requirements prior to the effective date of this ordinance, those lots would still be considered conforming lots. Mayor Pro Tem Higgins also inquired about a tentative tract map submitted and whether the new requirements would apply. Mr. King confirmed that the new requirements would apply to the map because it has not gone before the Planning Commission yet.

Council Member Newton referred to the staff report and noted that the new requirements will become effective for all newly created lots including those associated with tentative tracts already on file. Mr. King stated that if the map has not been recorded prior to the effective date, then the new rules apply.

Mayor Hanna opened the Public Hearing at 8:01 p.m., indicating that proper notification had been made and asked for the appearance of those wishing to speak.

Denise Sutherland spoke about Tentative Tract Map 36676 and wanted to be sure that it will be included in the new requirements.

Mayor Hanna closed the Public Hearing at 8:02 p.m., bringing the discussion back to the Council Members.

M/S HIGGINS/BASH to adopt Ordinance No. 977 for first reading. The motion was carried by the following roll call vote:

AYES: AZEVEDO, BASH, HANNA, HIGGINS, NEWTON

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

- B. Public Hearing Ordering the Continuation of Landscape Maintenance Districts and Confirming a Diagram and Assessment and Providing for an Annual Assessment Levy for Districts No. 1 - Beazer, Tract 28765; No. 2 – Western Pacific, Tract 25779; No. 3 – Centex, Tract 28626; No. 4 – Norco Ridge Ranch, Tracts 29588 and 29589; and No. 5 – Hawk's Crest, Tract 30230.**

City Engineer Milano presented a brief report regarding the five landscape maintenance districts. Mr. Milano spoke about the workshop that took place on July 2, 2014, which served as an educational workshop for residents and Council.

Mayor Hanna opened the public hearing at 8:12 p.m., indicating that proper notification had been made and asked for the appearance of those wishing to speak.

Ted Hoffman commented on Landscape Maintenance District No. 4 and claimed inconsistencies in the report.

Diana Rich spoke about the increases in assessments. Ms. Rich stated that many lots remain vacant and that many are struggling to stay in their homes.

Angel Lopez commented on the maintenance of the district where he lives on Mount Shasta. Mr. Lopez stated that there was an incident during heavy rains when mud came through his home.

Jodie Webber stated that she concurred with Council Member Azevedo regarding agendaizing the landscape maintenance district public hearings earlier in the year to allow more time for the public to be involved.

Mayor Hanna closed the public hearing at 8:23 p.m., bringing the discussion back to Council Members.

There was some discussion between Council Member Newton and Director Petree regarding Landscape Maintenance District No. 4 and the open space wetlands. Director Petree stated that the wetlands are irrigated until established and signed off by the Army Corps of Engineers. Council Member Newton also commented on the Cox lots being reduced to five. Mr. Milano indicated the reason for the reduction is because only five of them are legal lots. Council Member Newton also inquired about the parcels on Mount Shasta. Mr. Milano indicated that by his recommendation to the Council, the parcels on Mount Shasta were not assessed since 2010 because those parcels were not receiving benefits from the district.

Council Member Azevedo suggested scheduling a workshop in early Spring prior to the public hearings for the Landscape Maintenance Districts. The workshop would allow more time for public input.

M/S AZEVEDO/HIGGINS to adopt Resolution No. 2014-44 (Beazer), ordering the continuation of a Landscaping Maintenance District and confirming a diagram and assessment and providing for annual assessment levy. 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/HIGGINS to adopt Resolution No. 2014-45 (Western Pacific), ordering the continuation of a Landscaping Maintenance District and confirming a diagram and assessment and providing for annual assessment levy. 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/HIGGINS to adopt Resolution No. 2014-46 (Centex), ordering the continuation of a Landscaping Maintenance District and confirming a diagram and assessment and providing for annual assessment levy. 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/HIGGINS to adopt Resolution No. 2014-47 (Norco Ridge Ranch), ordering the continuation of a Landscaping Maintenance District and confirming a diagram and assessment and providing for annual assessment levy. The motion was carried by the following roll call vote:

AYES: AZEVEDO, BASH, HANNA, HIGGINS

NOES: NEWTON

ABSENT: NONE

ABSTAIN: NONE

M/S AZEVEDO/HIGGINS to adopt Resolution No. 2014-48 (Hawk's Crest), ordering the continuation of a Landscaping Maintenance District and confirming a diagram and assessment and providing for annual assessment levy. 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 schedule a workshop in Spring 2015 to review the Landscape Maintenance Districts prior to the public hearings. The motion was carried by the following roll call vote:

AYES: AZEVEDO, BASH, HANNA, HIGGINS, NEWTON

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

C. Public Hearing Confirming Costs for Spring Weed Abatement.

Fire Chief Pemberton presented a brief report regarding the costs for Spring weed abatement as noted in the staff report.

Mayor Hanna opened the public hearing at 8:42 p.m., indicating that proper notification had been made and asked for the appearance of those wishing to speak.

With no one wishing to speak, Mayor Hanna closed the public hearing at 8:42 p.m. bringing the discussion back to Council Members.

M/S AZEVEDO/NEWTON to adopt Resolution No. 2014-49, confirming the report of costs for abatement of weeds and hazardous vegetation as a public nuisance and imposing special assessment liens on vacant parcels within the City. The motion was carried by the following roll call vote:

AYES: AZEVEDO, BASH, HANNA, HIGGINS, NEWTON

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

7. CITY COUNCIL APPEAL HEARINGS:

- A. Appeal Hearing: Conditional Use Permit 2013-02, Modification No. 1 (Pandemic Fitness): Appeal Planning Commission's Denial of a Request to Modify Approved Conditional Use Permit 2013-02 to Allow a Café, Additional Classes and Outdoor Training.**

Director King gave a brief summary of the Conditional Use Permit as presented in the staff report. Director King stated that Conditional Use Permit (CUP) 2013-02 was approved by the Planning Commission with conditions that require a modification to the CUP for any changes in the number of classes, class sizes, use of outdoor space, and the addition of a café that had been identified but not included in the original approval. Modification No. 1 is a request to add the café, additional classes and use of the existing truck bay for outdoor training. On June 11, 2014, the Planning Commission denied Modification 1 to CUP 2013-02 on a 3-2 vote. The City Council appealed in order to hear the item.

Council Member Azevedo stated that she is an advocate for small business. Council Member Azevedo indicated that the applicant has more than enough parking spaces to meet the needs of the business without concern and that business hours should not be limited. Ms. Azevedo also stated that the Council should move forward and not look at previous non-compliance.

In response to Council Member Newton, Director King confirmed that the findings and determinations are the same as those presented to the Planning Commission.

Mayor Hanna expressed his concerns and stated that it is the business owner's responsibility to know what is required to run a business.

Mayor Hanna opened the public hearing at 9:06p.m., indicating that proper notification had been made and asked for the appearance of those wishing to speak.

Scott Freedland, the applicant, indicated his desire to stay in Norco. Mr. Freedland stated that he had a business license two months prior to opening his business. He indicated that as he has been going through the permit process, he has been learning about what is

required to be in compliance. He also noted that his resale license is with the State Board of Equalization.

Steve Dickerman stated that he is a local paving contractor in Norco. Mr. Dickerman stated that there are ways to change the site parking plan to accommodate more parking as an option for their business.

Dr. Bill Janashack indicated that he is a resident and he and his family go to Pandemic Fitness gym. Dr. Janashack stated that crossfit is a wonderful community of health, fitness, nutrition, and values. Dr. Janashack expressed that the owner has created an iconic gym and requested that the City Council keep the gym open.

With no one else wishing to speak, Mayor Hanna closed the public hearing at 9:29 p.m. bringing the discussion back to Council Members.

There was discussion between Council Members regarding class sizes. Mr. Freedland requested larger class sizes and Mr. King indicated the request would require a modification to the Conditional Use Permit. Council Member Azevedo expressed her concerns about the City mandating class sizes for this type of business.

Mayor Pro Tem Higgins expressed his appreciation for the applicant trying to build his business, yet concerned with the applicant leasing parking spaces from the property owner because the lease agreement could be reversed at any time. Mayor Pro Tem Higgins also commented on the applicant not adhering to the conditions set forth by the Planning Commission.

In response to Council Member Azevedo, Director King stated that the City does not have any control over lease agreements that the applicant has made with the property owners.

City Attorney Harper indicated that if the applicant has a binding lease with the property owner to use adjacent parking spaces, then the adjacent property would be limited. The difficulty from the City's perspective is that the City does not have control over the binding lease agreement. Mr. Harper stated that parking is allocated by uses.

M/S AZEVEDO/BASH to approve a modification to the approved Conditional Use Permit 2013-02 (Modification No. 1) allowing a café, additional classes, an outdoor training area, and increasing the class sizes from 20 to 25.

A substitute motion was made by Mayor Pro Tem Higgins to uphold the Planning Commission's decision to deny Modification No. 1 to Conditional Use Permit 2013-02. The substitute motion was seconded by Mayor Hanna. The substitute motion failed as a result of the following roll call vote:

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

The original motion failed as a result of the following roll call vote:

AYES: AZEVEDO, BASH

NOES: HANNA, HIGGINS, NEWTON

ABSENT: NONE

ABSTAIN: NONE

M/S NEWTON/BASH to approve the modification to the approved Conditional Use Permit 2013-02 (Modification No. 1) allowing a café, additional classes, and an outdoor training area; that the requested use will be in compliance with the conditions of approval and will be complimentary and compatible with the surrounding properties and will not have any adverse effects on adjoining properties. The motion was carried by the following roll call vote:

AYES: AZEVEDO, BASH, NEWTON

NOES: HANNA, HIGGINS

ABSENT: NONE

ABSTAIN: NONE

Mayor Hanna recessed the meeting at 9:41 p.m. and reconvened the meeting at 9:48p.m.

- B. Appeal Hearing: Site Plan 2014-11 (Eaton): Appeal Planning Commission's Denial of a Request to Allow a Detached Accessory Building Consisting of a 704-Square Foot Patio and Storage Building at 3413 Dales Drive Located within the A-1-20 (Agricultural Low-Density) Zone.**

Director King gave a brief summary as presented in the staff report. Director King stated that at its meeting on June 11, 2014, the Planning Commission denied Site Plan 2014-11 and the applicant has appealed that decision to the City Council. The subject property is located within the A-1-20 zone and consists of .52 acres and is developed with a single family residence. Accessory buildings of 864 square-feet or less require site plan approval by the Planning Commission, but because the accessory building was denied by the Planning Commission, it is before the Council on an appeal.

Council Member Newton requested confirmation that the denial by the Planning Commission was that the subject area was covered in concrete and not conducive to animal keeping. Director King confirmed and added that a building permit is not required to pour concrete.

Council Member Azevedo disagreed with being able to pour concrete without a building permit and suggested having this matter agendaized.

Mayor Hanna stated that the property does not provide for an animal keeping area.

Jeff Eaton, the applicant, stated that he is in compliance with what is required by the City. Mr. Eaton also stated that the accessory building is on a slope, which is not taking away from animal keeping.

Mayor Hanna opened the public hearing at 10:10 p.m., indicating that proper notification had been made and asked for the appearance of those wishing to speak. With no one wishing to speak, Mayor Hanna closed the public hearing 10:10 p.m. bringing the discussion back to Council Members.

In response to Council Member Newton, Planning Commissioner Leonard indicated that he abstained from voting on this matter because he had worked with the applicant before and had prior knowledge of the work being done on the property.

Council Member Bash stated that the applicant has done nothing illegal, yet concurs with Mayor Hanna for the need to protect animal keeping open space.

M/S HIGGINS/NEWTON to approve Site Plan 2014-11 to allow a detached accessory building consisting of a 704 square-foot patio and a storage building, with the following added conditions: fees and fines would be doubled for all existing non-permitted work fees and would have to be inspected and/or removed per the State of California Uniform Building Code; any contractors and/or subcontractors require a current City business license; the accessory building will be a storage building and must provide plans and must be inspected. The motion carried by the following roll call vote:

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

8. PUBLIC COMMENTS OR QUESTIONS

Stacey Turner shared literature with Council Members and spoke about the Norco Hall of Fame.

Geoff Kahan invited the public to attend the Sock Hop and Car Show on August 9th. Mr. Kahan also commented on the last three concerts in the Concerts in the Park series.

9. CITY COUNCIL / CITY MANAGER / STAFF COMMUNICATIONS:

Council Member Kathy Azevedo requested to agendaize having discussion at the Planning Commission level about how much cement could be poured before a permit is needed.

M/S AZEVEDO/HIGGINS to have the Planning Commission review and provide recommendations on how much concrete could be poured before a building permit is required and to review overall lot coverage to protect animal keeping lots. The motion was carried by the following roll call vote:

AYES: AZEVEDO, BASH, HANNA, HIGGINS, NEWTON

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

Water and Sewer Manager Bill Thompson discussed the State Water Board conservation measure to decrease water usage. The regulations will go in effect on August 1, 2014. Staff will notify residents of the new regulations.

In response to Mayor Hanna, Lt. Briddick indicated that the proposed noise ordinance will be on the August 6, 2014 Council agenda.

Public Works Director Lori Askew introduced the newly hired Associate Engineer Sam Nelson. Director Askew stated that Mr. Nelson had worked several years for the City as a contractor for engineering services. Mr. Nelson is a registered Engineer and a true asset to the City.

ADJOURNMENT:

Mayor Hanna adjourned the meeting at 10:31 p.m. in memory of Norco residents Bob Allen and Harry Fish.

CHERYL L. LINK, CITY CLERK

ATTACHMENT A
Statement Submitted by Council Member Kevin Bash for the Minutes
Record of the Regular City Council Meeting of July 16, 2014.

I recently attended a plaque unveiling in Eastvale – while it was touching to remember their past, it was sad to think there was nothing left but two plaques in that city. I do not want that to happen in Norco. With regards to the Navy’s recent letter regarding their history in Norco.

I would like to read the following into the public record.

I am extremely proud of the Navy in Norco and as a matter of fact we are putting an anchor in a very prominent spot near the George A Ingalls Veteran’s Memorial Plaza to honor those unknown doctors, nurses, Corpsmen, WAVES who fought to save the lives of Marines and Sailors – right here in Norco, our town. We have held a December 7th Ceremony in HorseTown USA for seven years, to celebrate a day most people in our country have forgotten, we celebrate our connection to Pearl Harbor. Norco honors that connection. Just as we honor all those in the military past, present and future. Some of the greatest doctors in the world were here, paid a buck a year, making groundbreaking advancements in the treatment of TB, Rheumatic Fever, physical and emotional therapy and they did it in Navy built buildings designed by one of the great architects. That’s all true.

Right here in Norco we also had some completely unknown scientists and engineers who adapted some of those same beautiful and not so beautiful buildings and created the Navy's Primary Missile Research, Development, Testing and Assessment Facility and was the designated fusing lab, for the entire Navy. At one point you had drop towers, 72 foot high rotatable tower, radio frequency test facilities, Fuzing laboratory complete with explosive storage bunkers, the premier Encounter Simulation Laboratory on the west coast, Environmental test facilities. Name a Navy missile, Terrier, Talos, whatever, surface to air, air to surface, ballistic missile systems and they worked on them all in some way right here in Norco. And, to do that they advanced the science of infrared to develop heat seeking missiles, guidance systems, countermeasure systems, telemetry, computers (Norco was once home to the central missile data collection system for the entire Navy) and much more.

When one side of the Navy was giving a pass to contractors who were producing missiles that didn't perform, another side of the Navy formed FMSAEG - Fleet Missile Assessment and Evaluation Group - the first independent assessment facility in the world - FMSAEG is the grand daddy of the current lab - the Naval Surface Warfare Center Corona.

I don't like the Corona part, but, I like that Horse Town USA has a history and that history includes the Navy. For fifty years, that was a Boy Scout campground, meeting place for our entire community, we were married there, said goodbye to loved ones there - heck, thanks to the kindness of the

then Commanding Officer, the old WAVES Quarters was the Norco School for a time.

And, I don't know how many people died there. I've had experts tell me that somewhere between 2000 and 5000 sailors and marines passed on that base between 1941 and 1957. That's why Dr. Thomas Snyder, pretty much the expert on West Coast Naval Hospital's calls them all "hollowed Ground"

I think those Marines and Sailors should be remembered and never forgotten. Well, there are some who feel all of the above is interesting and have a habit of leaving quite a bit out in the telling, but I think some of those truly magnificent Navy and Cold War buildings should be seen by our children, our grand children and our great grandchildren and the exploits of what occurred in those buildings, the struggles, the deaths, the unknown warfighter who spends a lifetime making sure that some grunt in harms way can depend on his or hers weapon firing, that should be told. I believe if we can ever clear the disgusting politics, eventually our Norco Navy Base, in Norco, Horsetown USA, will find a place as a National, State and Local Treasure on the National Register of Historic Places. The only chance it has is now in our hands.

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor, Members of the City Council

FROM: Andy Okoro, City Manager 

DATE: August 6, 2014

SUBJECT: Approve the Joint Exercise of Powers Agreement with Jurupa Community Services District Regarding Landscape Maintenance Adjacent to Community Facilities District No. 12

RECOMMENDATION: **Adopt Resolution No. 2014-52**, approving the Joint Exercise of Powers between the City and Jurupa Community Services District for landscape maintenance adjacent to Community Facilities District No. 12

SUMMARY: At its meeting on June 23, 2014, the Board of Directors of Jurupa Community Services District (JCSD) approved a Joint Exercise of Powers Agreement (JPA) between JCSD and the City of Norco regarding landscape maintenance adjacent to JCSD's Community Facilities District (CFD) No. 12. Staff is requesting that the City Council approve the same agreement which would authorize JCSD to provide maintenance to City-owned landscape and trees located adjacent to JCSD's CFD No. 12 boundaries using funds from the levies of the said CFD.

BACKGROUND: JCSD formed CFD No. 12 for the purpose of levying special taxes on parcels of taxable property in the District to pay for annual costs of the operations and maintenance of public parks, parkways and open space areas, including street trees and landscape, within or adjacent to the CFD. Certain street trees and landscape, which are intended to be maintained with funds provided from the levy of special taxes, are owned by the City. Through the proposed JPA, City landscape adjacent to the CFD will be maintained by the JCSD as the City's agent and the costs of the maintenance of the City landscape will be paid from the receipts of special taxes levied by the District. JCSD Board of Directors is responsible for annually levying special taxes on parcels of taxable property within the CFD. If JCSD determines that revenues from the maximum levy would not be sufficient to fund the cost of necessary maintenance in any fiscal year, JCSD will inform the City in writing and the City will decide whether to fund the shortfall or meet with JCSD to discuss ways to reduce costs.

The selection of contractors to maintain the landscape will be through a competitive bid process agreed to by the City and JCSD. JCSD has agreed to provide the City with copies of all such bids and the contracts entered into by JCSD and contractors.

The initial term of this agreement is twenty (20) years from the date of this agreement. After the initial term, the agreement will automatically renew for five (5) additional one-year terms unless terminated. The City may terminate this arrangement and assume

responsibility for the maintenance of the landscape at any time after providing ninety (90) days of advance written notice. If the City elects to terminate this agreement and assume responsibility for the landscape maintenance, the Board of Directors of JCSD will continue to levy for the special taxes and will provide the City with a proportionate share of the tax receipts for the City to maintain the said landscape.

FISCAL IMPACT: The approval of this JPA is not anticipated to result in any additional costs to the City.

Attachment: Resolution No. 2014-52

RESOLUTION NO. 2014-52

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA APPROVING THE JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE CITY OF NORCO AND JURUPA COMMUNITY SERVICES DISTRICT FOR LANDSCAPE MAINTENANCE ADJACENT TO COMMUNITY FACILITIES DISTRICT NO. 12

WHEREAS, the Jurupa Community Services District (JCSD) formed Community Facilities District (CFD) No. 12 for the purpose of levying special taxes on parcels of taxable property in the District to pay for annual costs of the operations and maintenance of public parks, parkways, and open space areas, including street trees and landscape, within or adjacent to the CFD; and

WHEREAS, certain street trees and landscape, which are intended to be maintained with funds provided from the levy of special taxes, are owned by the City of Norco; and

WHEREAS, City of Norco landscape adjacent to the CFD will be maintained by JCSD as the City's agent and the costs of the maintenance of the City landscape will be paid from the receipts of special taxes levied by the District; and

WHEREAS, JCSD Board of Directors is responsible for annually levying special taxes on parcels of taxable property within the CFD; and

WHEREAS, at its meeting on June 23, 2014, Board of Directors of Jurupa Community Services District approved the Joint Exercise of Powers Agreement; and

WHEREAS, the initial term of the agreement is twenty (20) years from the date of the agreement and will automatically renew for five (5) additional one-year terms unless terminated.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Norco, does hereby approve the Joint Exercise of Powers Agreement with Jurupa Community Services District regarding landscape maintenance adjacent to Community Facilities District No. 12.

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held on August 6, 2014.

ATTEST:

Mayor of the City of Norco, California

Cheryl Link, City Clerk
City of Norco, California

I, CHERYL LINK, 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 August 6, 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 August 6, 2014.

Cheryl Link, City Clerk
City of Norco, California

JOINT EXERCISE OF POWERS AGREEMENT
BETWEEN JURUPA COMMUNITY SERVICES DISTRICT
AND THE CITY OF NORCO
REGARDING LANDSCAPE MAINTENANCE ADJACENT TO
COMMUNITY FACILITIES DISTRICT NO. 12

THIS AGREEMENT is entered into as of the 23rd day of June, 2014 between JURUPA COMMUNITY SERVICES DISTRICT, a public agency ("District"), and the CITY OF NORCO, a municipal corporation duly organized under the laws of the State of California ("City").

RECITALS:

(A) The Board of Directors of District has conducted proceedings for the formation of and has established Community Facilities District No. 12 (Eastvale Area) of Jurupa Community Services District (the "Community Facilities District") for the purpose, among others, of levying special taxes on parcels of taxable property in the Community Facilities District to pay the annual costs of the operation and maintenance of public parks, parkways and open space areas, including street trees and landscape, within or adjacent to the Community Facilities District. The boundaries of the Community Facilities District are shown on the map attached hereto as Exhibit "A." The street trees and landscape which are intended to be maintained with funds provided from the levy of special taxes on parcels of taxable property in the Community Facilities District are owned by City described in Exhibit "B," attached hereto (the "City Landscape").

(B) District is authorized by Government Code Section 61100(g) to maintain landscaping in public street rights-of-ways or easements within District. City and District have agreed that the City Landscape adjacent to the Community Facilities District will be maintained by District, as City's agent, and that the costs of the maintenance of the

City Landscape will be paid from special taxes which will be levied on parcels of taxable property within the Community Facilities District. The purpose of this Agreement is to memorialize the agreement between City and District regarding the maintenance of the City Landscape in the Community Facilities District.

NOW, THEREFORE, in consideration of the preceding recitals and the covenants hereinafter contained, the parties agree as follows:

Section 1. Authority for Agreement. This Agreement is entered into pursuant to Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code. The common power of City and District which is to be exercised pursuant to this Agreement is the power to maintain street trees and landscape in public street rights-of-way. District is the agency which will administer this Agreement. Additionally, this Agreement shall serve as a joint communities facilities district pursuant to Section 53316.2 of the California Government Code.

Section 2. Ownership and Maintenance; Insurance; Agency.

(a) Ownership. City shall continue to own the City Landscape adjacent to the Community Facilities District.

(b) Maintenance. During the term of this Agreement, and any extension thereof, District shall, as City's agent, be responsible for the maintenance of the City Landscape adjacent to the Community Facilities District. District shall contract with contractors selected through a competitive bid process to be agreed upon by District and City for the maintenance of the City Landscape. District shall provide to City copies of all such bids and the contracts entered into by District and such contractors.

(c) Insurance. Such contract shall specifically and expressly require the selected contractor to indemnify and hold City and District and their respective City Council, Board of Directors, elected officials, officers, employees, representatives and agents (collectively, the "Indemnified Parties" and individually, an "Indemnified Party"), and each of them, harmless from and against any and all liability, claims, losses, damages, expenses, suits, actions, decrees, judgments, awards, reasonable attorney's fees, and court costs which an Indemnified Party or any combination thereof, may suffer or which may be sought against or recovered or obtained from an Indemnified Party or any combination thereof, as a result of or by reason of or arising out of or in consequence of any act or omission of the selected contractor, or its respective directors, officers, employees or agents, in connection with, arising out of, or in consequence of the maintenance of City Landscape. Each such contract shall also specifically and expressly require that the contractor provide proof of insurance coverage for Commercial General Liability, Vehicle Liability, and Worker's Compensation Insurance, that the contractor maintain such coverage throughout the term of the contract, and that the contractor's insurance policies name by endorsement City and District as "Additional Insureds."

(d) Special Tax Levies. District's Board of Directors, as the legislative body of the Community Facilities District, shall annually levy special taxes on parcels of taxable property within the Community Facilities District in the amount which is necessary to pay the annual costs of maintenance of the City Landscape, as determined by District. The revenues from the levy of such

special taxes on parcels of taxable property in the Community Facilities District shall be the sole source of funds which District shall use to pay the annual costs of the maintenance of the City Landscape. The revenues from the levy of the special taxes on parcels of taxable property in the Community Facilities District shall be allocated by District at the beginning of each fiscal year based on the estimated costs of maintenance of the City Landscape. If District determines for any fiscal year that the amount of the revenues which can be provided through the levy of special taxes on parcels of taxable property within the Community Facilities District, when levied at the maximum permitted rate of special taxes, will be insufficient to pay the total amount of the costs of maintenance of the City Landscape therein during the fiscal year, District shall notify City in writing by the first day of May preceding the commencement of such fiscal year. Upon receiving such a notice, City shall notify District, within ten (10) business days after receipt of such notice, whether City will provide additional funds to District to pay for the portion of the estimated cost of the maintenance of the City Landscape which District has determined will not be paid with the revenues from the levy of such special taxes or that City wishes to meet with District to discuss arrangements for reducing the costs of the maintenance of such City Landscape during such fiscal year.

(e) Agency. City appoints District as City's agent for the purpose of maintaining the City Landscape. District and its employees, and its contractors and their employees, shall have the right to enter upon City street and road

rights-of-way where the City Landscape is located at all times for the purpose of accomplishing the maintenance of the City Landscape.

Section 3. Termination. City may elect to terminate District's agency and to assume responsibility for the maintenance of the City Landscape at any time by written notice delivered to District at least ninety (90) days in advance of the date when City will assume responsibility for the maintenance of the City Landscape. Upon receipt of such notice, District shall cooperate with City in providing City with all records and information which are pertinent to City's assumption of responsibility for the maintenance of the City Landscape. In the event that City elects to terminate District's agency and assume responsibility for the maintenance of such City Landscape, District's Board of Directors, as legislative body of the Community Facilities District, shall continue to levy special taxes on parcels of taxable property in the Community Facilities District, as provided in Section 2(d), to provide, in proportionate amounts as provided in Section 2(d), for the annual costs of the maintenance of the City Landscape in each fiscal year.

Section 4. City Cooperation. City shall at all times during the term of this Agreement and so long as District is maintaining the City Landscape, as City's agent, cooperate with and provide assistance, other than financial, to District and its contractors to enable District to properly perform its duties and responsibilities with respect to the maintenance of the City Landscape. City may, as provided in Section 2(d), elect to provide financial assistance to District to pay any deficiency in the amount of money which may be available for any fiscal year to pay the costs of the maintenance of the City Landscape.

Section 5. Term. The term of this Agreement shall be twenty (20) years from the date first above written; provided that at the end of the initial term (and at the end of each subsequent five (5) year extension period), the term of this Agreement shall automatically extend for an additional five (5) year extension period unless it is terminated in writing, as provided in Section 3 hereof, by either City or District at the end of the initial term or any such extension period.

Section 6 Indemnification. District agrees to protect, indemnify, defend and hold the City, and its City Council, elected officials, officers, and employees (collectively, the "Indemnified Parties" and individually, an "Indemnified Party"), and each of them, harmless from and against any and all liability, claims, losses, damages, expenses, suits, actions, decrees, judgments, awards, reasonable attorney's fees, and court costs which an Indemnified Party or any combination thereof, may suffer or which may be sought against or recovered or obtained from an Indemnified Party or any combination thereof, as a result of or by reason of or arising out of or in consequence of this Agreement and any act or omission of District or any of its contractors or their respective directors, officers, employees or agents, in connection with, arising out of, or in consequence of the maintenance of the City Landscape. If District fails to do so, the Indemnified Parties shall have the right, but not the obligation, to defend the same and charge all of the direct or incidental costs of such defense, including reasonable attorney's fees and court costs, to and recover the same from District. District agrees to pay the Indemnified Parties interest at the legal judgment rate on any sums the Indemnified Parties may pay as a result of claims, demands, costs, or judgments pursuant to this indemnification paragraph, from the date such sums are actually paid.

Notwithstanding the foregoing, no indemnification is required from District for any liability, claim, loss or expense (a) arising from the willful misconduct or from the sole or active negligence of an Indemnified Party.

The provisions of this Section shall survive the termination of this Agreement.

Section 7. Binding on Successors. This Agreement shall be binding upon the successors to the parties.

Section 8. General. This Agreement contains the entire agreement between the parties with respect to the matters herein provided for, and may only be amended by a subsequent written agreement executed by both parties. If either party commences an action in court with respect to the rights and obligations of the parties, the party prevailing in such action shall be entitled to recover from the losing party, in addition to all other relief granted by the court, its reasonable attorneys' fees and costs incurred in prosecuting or defending such action, including any appeal from the judgment therein. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but which together shall constitute a single agreement.

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

JURUPA COMMUNITY SERVICES DISTRICT

By: 
President of the Board of Directors

ATTEST:


Secretary of the Board of Directors

CITY OF NORCO

By: _____
Mayor

ATTEST:

City Clerk

EXHIBIT "A"
MAP OF COMMUNITY FACILITIES DISTRICT

EXHIBIT "A"
LEGAL DESCRIPTION
BOUNDARIES AND TAXABLE PROPERTY OF THE COMMUNITY FACILITIES

That portion of that certain parcel of land (Hamner Avenue, 70.00 feet in width) granted to the State of California by deed recorded in Book 525 at page 160, Official Records of Riverside County, located in the City of Norco, State of California, lying northerly of the centerline of Citrus Street as shown by map of Tract No. 30817 on file in Book 357 of Maps at pages 34 through 43, inclusive thereof, Records of Riverside County, California, and southerly of the easterly prolongation of the northerly line of Open Space Lot 272 of Tract No. 30817, said portion being described as follows;

The westerly 30.00 feet of the northerly 548.00 feet of said portion together with the westerly 20.00 feet of the southerly 262.07 feet of said portion, excepting the southerly 50.00 feet thereof.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.

PREPARED UNDER MY SUPERVISION


Andrew Y. Orosc, L.S. 5491

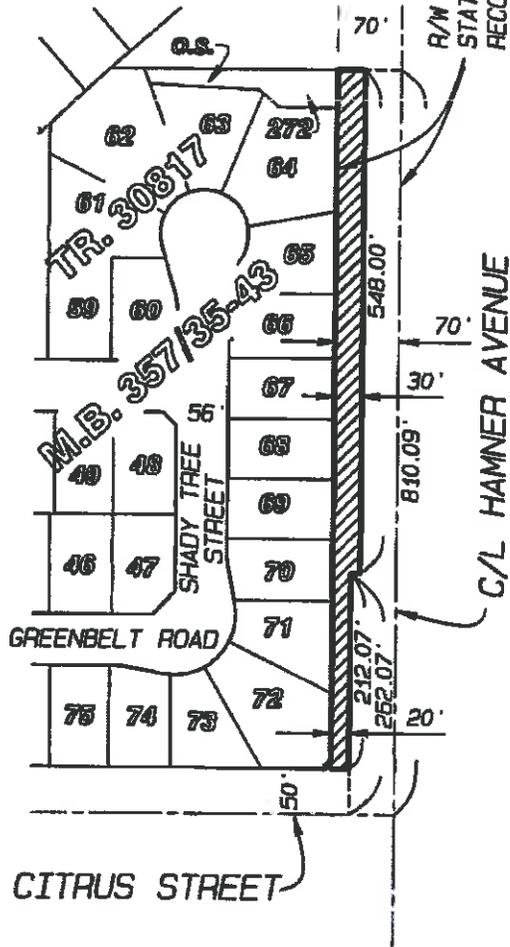
6/11/14
Date



Prepared by: LB/ayo
Checked by: ayo

EXHIBIT "B"

BOUNDARIES AND TAXABLE PROPERTY OF THE COMMUNITY FACILITIES



ALBERT A.
WEBB
ASSOCIATES

JURUPA COMMUNITY SERVICES DISTRICT

G:\2013\13-0019\JCSD LANDSCAPE MAINT EASEMENT.pro

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 1

W.O.
13-0019

SCALE: 1" = 200'

DRWN BY W/O DATE 6-11-14
CHKD BY aud DATE 6-11-14

BOUNDARIES AND TAXABLE PROPERTY OF THE COMMUNITY FACILITIES

EXHIBIT "B"
DESCRIPTION OF CITY LANDSCAPE

Exhibit "B"
City Landscape

The street trees and landscape which are intended to be maintained consists primarily of Purple Leaf Plum, Sweetgum, Mondell Pine, Orchid Rockrose, Fortnight Iris and Silverberry.

A complete tree and shrub legend can be found in the "Planting and Irrigation Plans for Tract No. 30817" approved and dated 5/6/04.

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor, Members of the City Council

FROM: Andy Okoro, City Manager 

PREPARED BY: Olivia Hoyt, Accounting Manager

DATE: August 6, 2014

SUBJECT: Approve the Extension of the Standard Software Maintenance Agreement with New World Systems Corporation from September 1, 2014 to August 31, 2019.

RECOMMENDATION: **Adopt Resolution No. 2014-53**, approving the extension of the Standard Software Maintenance Agreement with New World Systems Corporation from September 1, 2014 to August 31, 2019.

SUMMARY: The City currently uses New World Systems software for financial, payroll/human resources and utility billing management. The current Standard Software Maintenance Agreement (SSMA) with New World Systems expires on August 31, 2014. In order to continue receiving the benefits of SSMA coverage, it is being requested that City Council approve an extension of the SSMA for the period from September 1, 2014 to August 31, 2019.

BACKGROUND: The City selected and implemented New World Logos 400 software for financial and payroll/human resources management in 2002. In 2009 a significant upgrade was made to a browser-based interface version of the software called Logos.NET. The City's integrated suite of software covered by the SSMA includes modules for financial management, payroll, human resources, utility management and business analytics. Key components of the financial management module are general ledger, budget preparation/management, accounts payable, accounts receivable, cash receipting, asset management, project accounting, purchasing, Governmental Accounting Standards Board (GASB) reporting, and work order tracking. The payroll and human resources module includes payroll processing, personnel management, position control and position budgeting. The utility module consists of water/sewer/refuse billing and the automatic meter read interface.

The yearly SSMA cost increases by 3% each year for the next five years and for fiscal year 2014/2015 the amount is \$38,167.

FISCAL IMPACT: The fiscal year 2014/15 budget in the Computing and Communication Fund includes \$38,167 for the SSMA cost and no additional appropriations will be required.

Attachments: Resolution No. 2014-53
New World Systems Software Maintenance Agreement

Agenda Item: 2.D.

RESOLUTION NO. 2014-53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA APPROVING THE EXTENSION OF THE STANDARD SOFTWARE MAINTENANCE AGREEMENT WITH NEW WORLD SYSTEMS CORPORATION FROM SEPTEMBER 1, 2014 TO AUGUST 31, 2019

WHEREAS, the City currently uses New World Systems software for financial, payroll/human resources and utility billing management; and

WHEREAS, the current Standard Software Maintenance Agreement (SSMA) with New World System expires on August 31, 2014; and

WHEREAS, and extension to the SSMA is for a five year period from September 1, 2014 to August 31, 2019; and

WHEREAS, the cost of the SSMA for fiscal year 2014/15 of \$38,167 has been included in the annual budget in the Computing and Communication Fund;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Norco, does hereby approve the extension of the standard software agreement with New World Systems Corporation from September 1, 2014 to August 31, 2019.

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held on August 6, 2014.

Mayor of the City of Norco, California

ATTEST:

Cheryl Link, City Clerk
City of Norco, California

I, CHERYL LINK, 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 August 6, 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 August 6, 2014.

Cheryl Link, City Clerk
City of Norco, California

NEW WORLD SYSTEMS CORPORATION
STANDARD SOFTWARE MAINTENANCE AGREEMENT

This Standard Software Maintenance Agreement (SSMA) between New World Systems Corporation (New World) and **Norco, CA** (Customer) sets forth the standard software maintenance support services provided by **New World**.

1. Service Period

This SSMA shall remain in effect for a period of five (5) years from (start date) 9/1/14 to (end date) 8/31/19.

2. Services Include

The following services or features are available under this SSMA:

- (a) Upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by **New World**).
- (b) Temporary fixes to Licensed Standard Software (see paragraph 6 below). Software fixes will be delivered electronically.
- (c) Revisions to Licensed Documentation. Documentation will be delivered electronically.
- (d) Reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone).
- (e) Invitation to and participation in user group meetings.

Items a, b, and c above will be provided to **Customer** by electronic means.

Additional support services are available as requested by **Customer** using the then-current hourly rates or applicable fees.

3. Maintenance for Modified Licensed Standard Software and Custom Software

Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain. If **New World** agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at **Customer's** request, then the additional **New World** maintenance or support services provided shall be billed at the then-current hourly fees plus reasonable expenses.

4. Billing

Maintenance costs will be billed annually as detailed on the following page. If taxes are imposed, they are the responsibility of the **Customer** and will be remitted to **New World** upon being invoiced.

5. Additions of Software to Maintenance Agreement

Additional Licensed Standard Software licensed from **New World** will be added to the SSMA per the terms of the contract adding the software. Maintenance costs for the additional software will be billed to **Customer** on a pro rata basis for the remainder of the current maintenance year and on a full year basis thereafter.

6. Requests for Software Correction on Licensed Standard Software

At any time during the SSMA period, if **Customer** believes that the Licensed Standard Software does not conform to the current specifications set forth in the user manuals, **Customer** must notify **New World** in writing that there is a claimed defect and specify which feature and/or report **Customer** believes to be defective. Before any notice is sent to **New World**, it must be reviewed and approved by the **Customer Liaison**. Documented examples of the claimed defect must accompany each notice. **New World** will review the documented notice and when a feature or report does not conform to the published specifications, **New World** will provide software correction service at no charge. A non-warranty request is handled as a billable Request for Service (RFS).

The no charge software correction service does not apply to any of the following:

- (a) situations where the Licensed Standard Software has been changed by anyone other than **New World** personnel;
- (b) situations where **Customer's** use or operations error causes incorrect information or reports to be generated; and;
- (c) requests that go beyond the scope of the specifications set forth in the current User Manuals.

7. Maintenance Costs for Licensed Standard Software Packages Covered for .NET Server

New World agrees to provide software maintenance at the costs listed below for the following **New World** Standard Software packages licensed by the **Customer**:

<u>Application Package</u>	<u>Number of Modules</u>
1. Logos® Financial Management Suite	11
2. Logos® Payroll & Human Resources Suite	7
3. Logos® Utility Management Suite	3
4. Logos® Decision Support Software	4

ANNUAL
MAINTENANCE COST: **See Below**

<u>Period Covered</u>	<u>Annual Amount</u>	<u>Billing Date</u>
9/1/2014 to 8/31/2015	\$38,167	8/15/2014
9/1/2015 to 8/31/2016	\$39,312	8/15/2015
9/1/2016 to 8/31/2017	\$40,491	8/15/2016
9/1/2017 to 8/31/2018	\$41,706	8/15/2017
9/1/2018 to 8/31/2019	\$42,957	8/15/2018

Note: Unless extended by **New World**, the above costs are available for 90 days after submission of the costs to **Customer**. After 90 days, **New World** may change the costs.

ALL INVOICES ARE DUE FIFTEEN (15) DAYS FROM BILLING DATE.

8. Terms and Conditions

This Agreement is covered by the Terms and Conditions specified in the Licensing Agreement(s) for the software contained herein.

ACCEPTED BY:

Customer: Norco, CA

Name: _____

Title: _____

Date: _____

ACCEPTED BY:

New World Systems Corporation

Name: _____

Title: _____

Date: _____

By signing above, each of us agrees to the terms and conditions of this Agreement and as incorporated herein. Each individual signing represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

Norco, CA

Licensed Application Software

At May, 2014

1. Logos® Financial Management Suite

- Financial Management Base Suite .NET
 - General Ledger
 - Budget Management
 - Annual Budget Preparation
 - Accounts Payable
 - Revenue/Cash Receipting
- Purchasing Base .NET
- Project Accounting .NET
- PC Cash Register Interface (Multi-Application) .NET
- Government (GASB) Reporting .NET
- Asset Management .NET
- Misc. Billing & Receivables .NET

2. Logos® Payroll & Human Resources Suite

- Human Resources Mgt. Base Suite .NET
 - Base
 - Payroll Processing
 - Personnel Management
 - Position Control
- Position Control .NET
- Position Budgeting .NET
- Employee Event Tracking .Net

3. Logos® Utility Management Suite

- Water / Sewer / Refuse Base .NET
- Service Order Processing .NET
- Automatic Meter Read Interface .NET

4. Logos® Decision Support Software

- Finance Analytics .NET
- HR/Payroll Analytics .NET
- Utility Management Analytics .NET
- Decision Support Base Datamart

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/Senior Engineer 

DATE: August 6, 2014

SUBJECT: Acceptance of Bids and Award of Contract for Street Striping and Pavement Marking On-Call Services for FY 2014-15

RECOMMENDATION: Accept bids submitted for the installation of street striping and pavement marking on-call services for FY 2014-15 and award the service contract to J & S Striping Company, Inc. of Ontario, CA.

SUMMARY: Bids for Street Striping and Pavement Marking On-Call Services for FY 2014-15 were opened on July 23, 2014 with J & S Striping Company, Inc. of Ontario, CA being the lowest responsible bidder. Therefore, it is recommended that a service contract be awarded to J & S Striping Company, Inc. for annual striping services.

BACKGROUND/ANALYSIS: The City of Norco sent out Notice Inviting Sealed Bids for Street Striping and Pavement Marking On-Call Services for FY 2014-15 on June 26, 2014. The project includes the installation of various street striping and pavement markings in either paint or thermoplastic paint where required by staff. The bid opening occurred on July 23, 2014, with a total of five bids being received. Since the project is for an annual service contract with no specific street location identified, a scenario was presented at bid opening and the submitted values were incorporated into the scenario. Proposals for the scenario ranged in value from \$18,233.40 to \$58,038.00. The low bid of \$18,233.40 was submitted by J & S Striping Company, Inc. of Ontario, CA. The bid scenario sheet has been attached for Council's review.

FINANCIAL IMPACT:

Funds for this project are included in the FY 2015-2019 Capital Improvement Budget. More specifically in Street Fund 149 (\$10,000), Measure "A" Fund 137 (\$25,000), and Street Maintenance Gas Tax Fund 133 (\$18,000).

Attachments: Bid Summary

STREET STRIPING AND PAVEMENT MARKING ON - CALL SERVICES FOR FY 14-15
Scenario to determine low bid.

Bid Item #	Bid Item Description	Quantity	Chrisp Company		Superior Pavement		Cal Stripe		Orange County Striping		J & S Striping Cpmpany,	
			Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	4" Skip White (paint)	80,000	\$0.16	\$12,800.00	\$0.30	\$24,000.00	\$0.08	\$6,400.00	\$0.065	\$5,200.00	\$0.06	\$4,800.00
2	4" Solid Yellow (paint)	1,500	\$0.24	\$360.00	\$0.40	\$600.00	\$0.08	\$120.00	\$0.115	\$172.50	\$0.09	\$135.00
4	8" Solid White (paint)	5,500	\$0.32	\$1,760.00	\$0.50	\$2,750.00	\$0.20	\$1,100.00	\$0.150	\$825.00	\$0.10	\$550.00
6	Double Yellow Stripe (paint)	25,000	\$0.28	\$7,000.00	\$0.55	\$13,750.00	\$0.20	\$5,000.00	\$0.155	\$3,875.00	\$0.12	\$3,000.00
7	12" Solid Crosswalk (paint)	450	\$1.30	\$585.00	\$2.50	\$1,125.00	\$1.50	\$675.00	\$0.900	\$405.00	\$1.85	\$832.50
14	Stop and Bar Legend (paint)	112	\$50.00	\$5,600.00	\$126.00	\$14,112.00	\$50.00	\$5,600.00	\$80.000	\$8,960.00	\$71.00	\$7,952.00
35	Stop and Bar Legend (thermoplastic)	9	\$130.00	\$1,170.00	\$189.00	\$1,701.00	\$95.00	\$855.00	\$200.000	\$1,800.00	\$107.10	\$963.90
			TOTAL	\$29,275.00	TOTAL	\$58,038.00	TOTAL	\$19,750.00	TOTAL	\$21,237.50	TOTAL	\$18,233.40

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/Senior Engineer 

DATE: August 6, 2014

SUBJECT: Acceptance of Bids and Award of Contract for Navy to Norco College (RCC) Sewer Improvements Project

RECOMMENDATION: Accept bids submitted for the Navy to Norco College (RCC) Sewer Improvements project, award the contract to TBU, Inc. of Beaumont, CA in the amount of \$214,963.00, authorize the City Manager to approve contract change orders up to 10 percent of the bid contract amount, and Adopt **Resolution No. 2014-54**, appropriating funds for the construction of the project.

SUMMARY: Bids for Navy to Norco Campus (RCC) Sewer Improvements Project were opened on July 23, 2014 with TBU, Inc. of Beaumont, CA being the lowest responsible bidder. Therefore, it is recommended that the contract be awarded to TBU, Inc. in the amount of \$214,963.00.

BACKGROUND/ANALYSIS: The City of Norco sent out Notice Inviting Sealed Bids for Navy to Norco College (RCC) Sewer Improvements Project on June 25, 2014. The project includes construction of an 8" VCP sewer line from a lift station located on the Navy property to a City sewer manhole located in Campus Drive, near JFK High School. Also included in the project is construction of sewer manholes, asphalt and concrete pavement repair.

The bid opening occurred on July 23, 2014, with a total of 12 bids being received with proposals ranging in value from \$189,750.00 to \$798,170.00. At bid opening the lowest bid submitted was by C.P. Construction Co., Inc. of Ontario CA. Their bid was rejected as being non-responsive as they did not submit a signed addendum acknowledgement. The next lowest bid of \$214,963.00 was submitted by TBU, Inc. All their paperwork was in order. Their bid was 1.8% higher than the engineer's estimate of \$211,200. The bid summary sheet has been attached for Council's review.

Staff is requesting City Council appropriate funds in the amount of \$236,459, which represents the base bid amount of \$214,963 plus 10% contingency, to construct this project.

FINANCIAL IMPACT:

This project was not included in the current five-year Capital Improvement Program Budget. A resolution has been prepared requesting appropriation in the amount of \$236,459 from Sewer Capital Project Fund using bond proceeds.

Attachments: Resolution 2014-54
Bid Summary

RESOLUTION NO. 2014-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA, APPROPRIATING FUNDS IN THE AMOUNT OF \$236,460 FROM THE SEWER FACILITIES CAPITAL IMPROVEMENT FUND 147 FOR THE CONSTRUCTION OF THE NAVY TO NORCO COLLEGE (RCC) SEWER IMPROVEMENTS PROJECT

WHEREAS, on June 25, 2014 Notice Inviting Sealed Bids for the Navy to Norco College (RCC) Sewer Improvements Project was advertised; and

WHEREAS, on July 23, 2014 a total of 12 sealed bids were received and opened; and

WHEREAS, the apparent low bid of \$189,750.00, submitted by C.P. Construction Co., Inc. did not include a signed Addendum Acknowledgement and was deemed non-responsive; and

WHEREAS, the next lowest bid of \$214,963.00, was submitted by TBU, Inc. and all necessary paperwork was included in their submittal; and

WHEREAS, funding for this project was not included in the FY 2015-2019 Sewer Facilities Capital Improvement Budget Fund 147; and.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Norco, California, does hereby appropriate the amount of \$236,460.00 from the Sewer Facilities Capital Improvement Fund 147 to fund the construction of the project.

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held on August 6, 2014.

Mayor of the City of Norco, California

ATTEST:

Cheryl L. Link, City Clerk
City of Norco, California

Resolution No. 2014-54

Page 2

August 6, 2014

I, CHERYL L. LINK, 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 August 6, 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 August 6, 2014.

Cheryl L. Link, City Clerk
City of Norco, California



BID SUMMARY SHEET

**Navy to Norco College (RCC) Sewer Improvements
Bid Date: July 23, 2014**

C.P. Construction Co., Inc.

T.B.U., Inc.

SND Construction, Inc.

Utah Pacific Construction Co.

ITEM	QUANTITY	UNITS	DESCRIPTION	UNIT BID	TOTAL	UNIT BID	TOTAL	UNIT BID	TOTAL	UNIT BID	TOTAL
1	1	LS	Mobilization	\$3,900.00	\$3,900.00	\$24,000.00	\$24,000.00	\$9,447.00	\$9,447.00	\$45,000.00	\$45,000.00
2	1	LS	Clearing and Grubbing	\$14,450.00	\$14,450.00	\$17,500.00	\$17,500.00	\$1,000.00	\$1,000.00	\$43,000.00	\$43,000.00
3	5	EA	Construct Sewer Manhole per City of Norco Std. Dwg. No. 515	\$4,750.00	\$23,750.00	\$7,500.00	\$37,500.00	\$12,000.00	\$60,000.00	\$5,800.00	\$29,000.00
4	1,062	LF	Construct 8" VCP Sewer Pipe	\$125.00	\$132,750.00	\$99.00	\$105,138.00	\$140.00	\$148,680.00	\$105.00	\$111,510.00
5	1	EA	Reconstruct Bottom of Existing Sewer Manhole for Additional Inlet	\$1,500.00	\$1,500.00	\$7,500.00	\$7,500.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
6	495	SF	Remove and Replace Existing Concrete Cross Gutter and Spandrel per City of Norco Std. Dwg. No. 225	\$20.00	\$9,900.00	\$35.00	\$17,325.00	\$22.00	\$10,890.00	\$23.00	\$11,385.00
7	1	EA	Remove and Reconstruct Curb Ramp per SPPWC Standard Plan 111-5 including curb and gutter per City of Norco Std. No. 200	\$3,500.00	\$3,500.00	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00	\$3,300.00	\$3,300.00
TOTAL BID					\$189,750.00		\$214,963.00		\$237,017.00		\$245,195.00
Low Bid Subcontractors				Manhole:	None		Underground Manholes		Manhole Construction Specialists		
				Paving:	None		So Cal Paving				
				Curb/Gutter:	None				EBS General Engineering		



BID SUMMARY SHEET

Navy to Norco College (RCC) Sewer Improvements
Bid Date: July 23, 2014

			MNR Construction, Inc.		Tryco General Engineering		Genesis Construction		Vasilj, Inc.		
ITEM	QUANTITY	UNITS	DESCRIPTION	UNIT BID	TOTAL	UNIT BID	TOTAL	UNIT BID	TOTAL	UNIT BID	TOTAL
1	1	LS	Mobilization	\$15,000.00	\$15,000.00	\$12,500.00	\$12,500.00	\$29,504.00	\$29,504.00	\$25,000.00	\$25,000.00
2	1	LS	Clearing and Grubbing	\$5,000.00	\$5,000.00	\$4,800.00	\$4,800.00	\$2,473.00	\$2,473.00	\$10,000.00	\$10,000.00
3	5	EA	Construct Sewer Manhole per City of Norco Std. Dwg. No. 515	\$8,000.00	\$40,000.00	\$5,200.00	\$26,000.00	\$6,500.00	\$32,500.00	\$8,000.00	\$40,000.00
4	1,062	LF	Construct 8" VCP Sewer Pipe	\$165.00	\$175,230.00	\$200.00	\$212,400.00	\$200.00	\$212,400.00	\$187.00	\$198,594.00
5	1	EA	Reconstruct Bottom of Existing Sewer Manhole for Additional Inlet	\$3,000.00	\$3,000.00	\$2,800.00	\$2,800.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00
6	495	SF	Remove and Replace Existing Concrete Cross Gutter and Spandrel per City of Norco Std. Dwg. No. 225	\$12.00	\$5,940.00	\$12.00	\$5,940.00	\$20.00	\$9,900.00	\$20.00	\$9,900.00
7	1	EA	Remove and Reconstruct Curb Ramp per SPPWC Standard Plan 111-5 including curb and gutter per City of Norco Std. No. 200	\$2,800.00	\$2,800.00	\$3,980.00	\$3,980.00	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00
TOTAL BID					\$246,970.00		\$268,420.00		\$290,777.00		\$290,994.00
			Low Bid Subcontractors								



BID SUMMARY SHEET

Navy to Norco College (RCC) Sewer Improvements
Bid Date: July 23, 2014

			Atlas-Allied, Inc.		Universal Pipeline, Inc.		Kennedy Pipeline Company		Pro-Craft Construction, Inc.		
ITEM	QUANTITY	UNITS	DESCRIPTION	UNIT BID	TOTAL	UNIT BID	TOTAL	UNIT BID	TOTAL	UNIT BID	TOTAL
1	1	LS	Mobilization	\$4,500.00	\$4,500.00	\$35,000.00	\$35,000.00	\$12,144.00	\$12,144.00	\$20,000.00	\$20,000.00
2	1	LS	Clearing and Grubbing	\$2,500.00	\$2,500.00	\$8,000.00	\$8,000.00	\$6,589.00	\$6,589.00	\$18,000.00	\$18,000.00
3	5	EA	Construct Sewer Manhole per City of Norco Std. Dwg. No. 515	\$6,500.00	\$32,500.00	\$7,000.00	\$35,000.00	\$5,790.00	\$28,950.00	\$8,000.00	\$40,000.00
4	1,062	LF	Construct 8" VCP Sewer Pipe	\$290.00	\$307,980.00	\$300.00	\$318,600.00	\$335.00	\$355,770.00	\$665.00	\$706,230.00
5	1	EA	Reconstruct Bottom of Existing Sewer Manhole for Additional Inlet	\$1,000.00	\$1,000.00	\$12,000.00	\$12,000.00	\$8,922.00	\$8,922.00	\$3,500.00	\$3,500.00
6	495	SF	Remove and Replace Existing Concrete Cross Gutter and Spandrel per City of Norco Std. Dwg. No. 225	\$11.00	\$5,445.00	\$35.00	\$17,325.00	\$30.00	\$14,850.00	\$12.00	\$5,940.00
7	1	EA	Remove and Reconstruct Curb Ramp per SPPWC Standard Plan 111-5 including curb and gutter per City of Norco Std. No. 200	\$6,000.00	\$6,000.00	\$8,000.00	\$8,000.00	\$12,902.00	\$12,902.00	\$4,500.00	\$4,500.00
TOTAL BID					\$359,925.00		\$433,925.00		\$440,127.00		\$798,170.00
			Low Bid Subcontractors								

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, City Manager 

PREPARED BY: Eric Briddick, Lieutenant

DATE: August 6, 2014

SUBJECT: Approval of the Agreement for Law Enforcement Services between the City of Norco and the County of Riverside.

RECOMMENDATION: Approve the Agreement for Law Enforcement Services between the City of Norco and the County of Riverside effective July 1, 2014 through June 30, 2019.

SUMMARY: Staff is requesting that the Agreement for Law Enforcement Services, providing policing services to the City of Norco by the County of Riverside Sheriff's Department, be extended for five years.

BACKGROUND/ANALYSIS: The current Agreement for Law Enforcement Services between the City of Norco and the County of Riverside is effective for five years and expired on June 30, 2014. This recommended new agreement provides the same staffing level that we currently have and is effective for five years, expiring on June 30, 2019.

This agreement includes the standard provisions that the County has with 16 other cities that contract for policing services. These agreements differ in Attachment A, the level of service that each city funds. The agreement preserves the City's ability to increase or decrease staffing levels, or to terminate the agreement upon written notice 12 months prior to the termination date.

FINANCIAL IMPACT: The cost for Sheriff's services are included in the City's annual budget.

Attachment: Agreement for Law Enforcement Services between City of Norco and County of Riverside

AGREEMENT FOR LAW ENFORCEMENT SERVICES

BETWEEN THE CITY OF NORCO

AND THE COUNTY OF RIVERSIDE

THIS AGREEMENT is made and entered into by and between the CITY OF NORCO, a Charter City, hereinafter "City," and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of the Riverside County Sheriff's Department, hereinafter "County."

IT IS THEREFORE AGREED AS FOLLOWS:

1. TERM

1.1 Effective Dates. This Agreement shall be effective from July 1, 2009~~14~~ through June 30, 2014~~19~~.

1.2 Renewal. In the event City desires to terminate this Agreement at the end of any current five (5) year period, the City Council, not later than twelve (12) months preceding the expiration date of the current term of this Agreement, shall notify the Sheriff and the Board of Supervisors that it wishes to terminate the same; otherwise, this Agreement shall be automatically renewed for an additional five (5) year period at the level of service then currently in effect. As a matter of convenience to the parties hereto, and in order to facilitate continuity of the law enforcement services provided to City, the parties may mutually approve and ratify any automatic renewal of this Agreement retroactively to the effective date of such automatic renewal.

1.3 Termination. Notwithstanding the provisions of Paragraphs 1.1 and 1.2 herein, either party may terminate this Agreement upon notice in writing to the other party of not less than twelve (12) months prior to the effective termination date.

2. SCOPE OF SERVICE

2.1 Services. The County agrees, through Sheriff thereof, to provide municipal police protection within the corporate limits of City to the extent and in the manner hereinafter set forth. **It is understood that the Sheriff's Department shall be the sole provider of general and specialized law enforcement services within the corporate limits of City. City shall not hire any other persons or company to provide general and specialized law enforcement services within the corporate limits of City. However, City is not precluded by any language in this section from hiring an unarmed code enforcement unit.** The Sheriff's services shall encompass duties and functions of the type falling under the jurisdiction of and customarily rendered by a police department of the City under State statutes. Such services shall include the enforcement of State statutes and the City codes and ordinances. Services shall also include traffic enforcement and related services to the extent possible given the size of the force provided for in this Agreement. County agrees to provide all investigative support necessary to complete criminal investigations conducted hereunder. **However, all investigator overtime will be charged City at the Board of Supervisors**

approved hourly overtime rate.

2.2 California Identification System (CAL-ID) and Records Management System (RMS) City agrees as a condition of receiving services hereunder to participate in CAL-ID and RMS under the terms and conditions set forth in this Section.

2.2A Definitions. For purposes of this agreement the following definitions shall apply:

a) Records Management System (RMS) Functions shall mean the software functions provided to City by County, which are supplied by the RMS. These functions shall include inquiry and case entry into the RMS, access to the Master Name Index, Warrant and Master Location Index and Jail Locator databases.

b) The California Law Enforcement Telecommunications System Access (CLETS) shall mean that access to the Department of Justice computers provided by County to City.

c) Work Station shall mean those County devices and software, which are used by City to access RMS functions and the CLETS.

d) LAWNET shall mean the County's law enforcement telecommunications network consisting of County provided data circuits, digital service units, routers, hubs and other County provided hardware and software that is used by City to connect work stations to RMS services as defined below.

e) County Services shall mean the collective hardware and software, work LAWNET, stations, RMS functions and CLETS.

2.2B Scope of RMS Services. County agrees to provide to City full access to the RMS and CLETS systems. CLETS access will be provided within the scope of CLETS access rules and regulations as established by the California State Department of Justice.

2.2C Provision of RMS Supervision, Labor and Equipment. Supervision over the provision of County Services, the standards of performance and other matters incident to the performance of such services, shall remain with County. Security of the host system and control of LAWNET shall remain with County. The County shall furnish all labor and equipment for the host system necessary to maintain the level of service rendered hereunder. In the event City chooses to provide PC-based equipment for services defined herein, the equipment must be configured in accordance with County specifications. Further, City shall not alter the configuration of any PC-based equipment used to provide services herein without the permission of Sheriff's Information Technology Officer.

2.2D Establishment of RMS Rates and Payment of Costs. Establishment of RMS rates and payments for provided services shall be as specified in Sections 7.2 and 7.3 4 of this Agreement.

~~2.3 Records. County shall maintain adequate records to discharge its responsibilities under this Agreement, and shall permit inspection of County's appropriate records that relate to City services under this Agreement, as allowed by law. County shall provide City access to appropriate records pertaining to City services for approval, funding or auditing services, upon reasonable notice. County shall maintain such records for periods of time as provided by law or records retention schedules duly adopted by the appropriate legislative body. Covenants under this Section shall survive the termination of this Agreement.~~

3. LEVEL OF SERVICE

3.1 Level of Service Specified. County shall provide law enforcement services at the level specified in Attachment A, attached hereto and incorporated herein by this reference.

3.2 Variation in Level of Service. Variation in the level of service shall be made by amendment, as provided for in Section 11 of this Agreement, and under the following terms:

If City requests an increase in the level of service to be provided under this Agreement, County agrees to provide such increased level of service as soon as is practicable, ~~consistent with the ability of the Sheriff to do so.~~ **consistent with the ability of the Sheriff to hire and train recruits.**

If City elects to reduce the level of service provided herein by ten percent (10%) or greater, City must give notice in writing to County not less than twelve (12) calendar months prior to the effective date of such reduction. If City elects to reduce the level of service provided herein by less than ten percent (10%), County agrees to reduce the level of service accordingly as soon as it is practicable. The level of service, however, may not be reduced to below the minimum level, as determined by County, required to ensure public and officer safety.

4. CHIEF OF POLICE

The Sheriff will, to the extent practical, coordinate appointment of a Police Chief with City and consult with City on final selection for the position.

5. PROVISION OF SUPERVISION, LABOR, AND EQUIPMENT

5.1 Supervision. Supervision over the rendition of law enforcement services, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed, shall remain with County. The Sheriff or a designated representative will meet and confer with the City Manager or a designated

representative on questions related to the provision of services.

5.2 Labor and Equipment. For the purpose of performing said services, County shall furnish and supply all labor, supervision, equipment, communication services, and supplies necessary to maintain the level of service to be rendered hereunder. Location of the above will not necessarily be within City limits. Notwithstanding anything herein contained, it is agreed that in all instances where specific equipment used solely to support specialized enforcement activities within the City not normally provided by the Sheriff is to be used, or where special supplies, stationery, notices, forms, and the like related to law enforcement are to be issued in the name of City, such equipment and materials shall be supplied by City at its own cost and expense. Any such special equipment or materials so purchased by City shall meet with the Sheriff's specifications shall remain within the City limits, and ownership title thereto shall remain with City.

However, under no circumstances shall City purchase or otherwise provide general patrol vehicles for services provided pursuant to this agreement without permission of Sheriff. The County shall provide all marked general Patrol vehicles to City and shall charge City for their use on a per mile basis.

5.3 City-Owned Motorcycles and Specialized Support Vehicles. In the event City chooses to provide motorcycles or specialized support vehicles for use in providing services hereunder, the motorcycles or specialized support vehicles shall meet minimum specifications furnished by County, shall be adequately equipped and ready for use, and shall be registered in the name of City. It is further understood that City is providing motorcycles or specialized support vehicles to Sheriff expressly for law enforcement services and shall only be operated by Sheriff's personnel, or persons authorized by the Sheriff.

City shall bear the cost of maintenance, fuel, licensing, and any and all expenses associated with use of the motorcycles and specialized support vehicle for the provision of services hereunder, which is inclusive of responsibility for any and all cost for physical damage to the City-owned motorcycles or specialized support vehicles. However, County shall be responsible for the cost of all third party liability caused by the operation of the City-owned motorcycles or specialized support vehicles, including the property damage caused by the negligence or wrongful acts of County officers and employees while operating City-owned motorcycles and vehicles. Motorcycles and specialized support vehicles owned by City shall be used only for City-approved functions.

5.4 Vehicle Insurance. City shall maintain insurance for any physical damage to the City-owned vehicles in an amount equal to the replacement value of all vehicles provided to the County under this agreement. Policy shall, by endorsement, name the County of Riverside, its Departments, Districts, Agencies and Special Districts, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, or representatives as Additional Insureds. Such insurance may be provided through a program of self-insurance.

General Insurance Provisions - All lines:

a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

b. The ~~Contractor~~ City shall cause their insurance carrier(s) to furnish the County of Riverside with 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; or, 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that shall provide no less than thirty (30) days written notice be given to the County of Riverside prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages and the insurance required herein are in full force and effect. Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. If County is utilizing City-owned vehicles, operations shall not commence until the County of Riverside has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section.

c. It is understood and agreed by the parties hereto and the Contractor's insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

6. EMPLOYMENT STATUS OF PERSONNEL

6.1 Employment Status. Any person employed by County for the performance of services and functions pursuant to this Agreement shall remain employees of County on special assignment to City for the purposes of this Agreement, and shall not be considered employees of City. No such County employee shall have any entitlement to **compensation**, workers' compensation coverage, pension, or civil service benefits from City.

6.2 Labor Shortage. In the event of a work slow-down, strike, or any other form of job action by those individuals assigned to City, County agrees to provide only that level of service which may be available through mutual aid, pursuant to Government Code Section 8615, et seq. City shall be billed only for the actual hours of service received.

7. COMPENSATION

7.1 Payment Basis. City shall reimburse County the cost of rendering services hereunder at rates established by the County Board of Supervisors, which rates shall include all items of cost and expense to the Sheriff for providing the services hereunder. **Such cost of services shall be established by the County Board of Supervisors in the form of hourly rates for Sheriff's Department personnel, vehicle mileage rates, facility use rates, RMS transaction fees and CAL-ID fees.** "Cost" as used herein shall not include items of expense attributable to services normally provided or available to all territory within the County as part of County's obligation to enforce State law. In addition to any other fees or costs set forth herein, County may impose on City, and City shall pay upon receipt of an invoice from County, a criminal justice administrative fee consistent with Government Code Section 29550 with respect to arrests made by County employees pursuant to this Agreement just as if such arrests had been made by City employees. Pursuant to Government Code Section 51350, County shall not charge City for services it would provide to any city in the County free of charge. These services, which are provided at the discretion of County, could typically include the services of the Sheriff's Special Investigations Bureau, Emergency Services Team, Canine Unit, and Aviation Unit.

7.2 Establishment of Costs. The rates to be charged City shall be adjusted periodically, but not more than once each fiscal year, to reflect any changes in the cost to County for providing services hereunder. City shall be notified of any change in the rates to be charged City prior to submittal of the proposed change to the County Board of Supervisors for adoption, and City shall be given the opportunity to review the proposed change with County personnel. City shall, thereafter, be notified of adoption by County of the rates to be charged City, and said new rates shall take effect on the same date as County incurs the associated costs. Should City, subsequent to a rate adjustment, choose not to appropriate or expend any additional monies needed to support the level of service theretofore supplied, County reserves the right to reduce the level of service in accordance with the amount City is willing to expend.

7.3 Facility Rate Charges. **City shall reimburse County for the costs incurred by the Sheriff's Department at County-owned or leased facilities. Costs are prorated according to the facility's square footage occupied by a Sheriff's Department Bureau or Unit.**

Calculation of Facility Rates. **The total of the facility's cost components is divided by the appropriate variable number of positions (number of station funded, sworn department funded or total Department funded employees depending on the facility in question and the Department population served). This cost per funded position is then applied to the number of positions**

chargeable to the contract city to arrive at each contract city's share of the facility cost.

The County agrees that Facility Rate Station charges to City will not be increased due to the Sheriff's decision to move Contract or unincorporated County Patrol positions from the Station.

7.34 **Payment of Costs.** County, through the Sheriff's Department, shall provide to City within 30 days of the conclusion of each billing period, an itemized statement of the costs for services being charged for said billing period. Billing statements for RMS services will be provided quarterly for services being charged for said quarter. City shall remit payment to the invoicing department within 30 days after receipt of such statements. If such payment is not received by the County within thirty (30) days after presentation of billing, County may satisfy such indebtedness from any funds of the City on deposit with County as provided by law pursuant to Government Code Section 907.

7.45 **Field Training Costs.** Should City elect to add additional Deputy Sheriff positions to the level of service described herein, there will be an associated field training cost for each additional position. City will be billed, on a separate invoice, up to a maximum of sixteen (16) weeks of training on a one-time basis for each additional Deputy position. Said cost will be charged at the Unsupported Deputy hourly rate as approved by the County Board of Supervisors. ~~Billing will be provided within 30 days of the Board of Supervisors approval of any new positions.~~ **Billing will be provided for field training costs in conjunction with the rate adjustment billing.** Field training costs will not apply to supervisory or classified positions added to the level of service.

7.6 **Miscellaneous Costs.** There are a number of other service costs that City shall be responsible for paying as they are incurred. These costs are not included as the support or service and materials cost components in the fully supported Deputy hourly rate, nor any other such rates established by the County Board of Supervisors. These service costs may include, but are not limited to, charges from vendors for: crime scene clean-up, blood draws, rape exams, polygraph exams, specialized printing jobs exclusive to City and training for personnel requested by City for specialized law enforcement.

8. INDEMNIFICATION AND HOLD HARMLESS

~~8.1~~ ~~Indemnification by City.~~ City shall indemnify and hold County, its officers, agents, employees and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of City, its officers, agents, employees, volunteers, subcontractors, or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature arising out of the performance of this Agreement to the extent that such liability is imposed on County by the provisions of California Government Code Section 895.2 or other applicable law, and City shall defend at its expense, including attorney fees, County, its officers, agents, and employees and independent contractors in any legal

~~action or claim of any kind based upon such alleged acts or omissions.~~

~~8.2 Indemnification by County. County shall indemnify and hold City, its officers, agents, employees and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of County, its officers, agents, employees, volunteers, subcontractors, or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature arising out of the performance of this Agreement to the extent that such liability is imposed on City by the provisions of California Government Code Section 895.2 or other applicable law, and County shall defend at its expense, including attorney fees, City, its officers, agents, employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.~~

8.1 Indemnification by City. City shall indemnify and hold harmless the County, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of City, its officers, employees, contractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. City shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by City, City shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes City's indemnification of County. City's obligations hereunder shall be satisfied when City has provided to County the appropriate form of dismissal (or similar document) relieving the County from any liability for the action or claim involved. Any insurance coverage shall in no way limit or circumscribe City's obligations to indemnify and hold harmless the County.

8.2 Indemnification by County. County shall indemnify and hold harmless the City, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of County, its officers, employees, contractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. County shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the City, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by County, County shall, at its sole cost, have the right to

use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of City; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes County's indemnification of City. County's obligations hereunder shall be satisfied when County has provided to City the appropriate form of dismissal (or similar document) relieving the City from any liability for the action or claim involved. Any insurance coverage shall in no way limit or circumscribe County's obligations to indemnify and hold harmless the City.

~~9. MEMORANDA OF UNDERSTANDING~~

~~If requested by City or by County, a memorandum of understanding will be entered into by and between City (or its administrative designee) and County (or its administrative designee) with respect to any question relating to the provision of services under this Agreement. Such memorandum shall set forth the questions raised and such terms and conditions as have been agreed upon between City and County in resolution of the question. The intent and purpose of such memorandum shall be to implement, interpret, or clarify one or more provisions of this Agreement. No such memorandum shall have the effect of altering any of the provisions of this Agreement, unless executed in the form of an Amendment as provided for under Section 11 of this Agreement. In the event of any inconsistency between the terms of such memorandum and the terms of this Agreement, the terms of this Agreement shall govern.~~

9. ADMINISTRATION

The City Manager of City shall administer this Agreement on behalf of City, and the Sheriff shall administer this Agreement on behalf of County.

~~10. ADMINISTRATION~~

~~The City Manager of City shall administer this Agreement on behalf of City, and the Sheriff shall administer this Agreement on behalf of County.~~

10. RECORDS

County shall maintain adequate records to discharge its responsibilities under this Agreement, and shall permit inspection of County's appropriate records that relate to City services under this Agreement, as allowed by law. County shall provide City access to appropriate records pertaining to City services for approval, funding or auditing services, upon reasonable notice. County shall maintain such records for periods of time as provided by law or records retention schedules duly adopted by the appropriate legislative body. Covenants under this Section shall survive the termination of this Agreement.

11. ALTERATION OF TERMS

No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by both parties. No waiver of any term or condition of this Agreement by either party shall be a continuing waiver thereof.

12. NOTICES

Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below:

<u>County</u>	<u>City</u>
Stanley L. Sniff, Jr., Sheriff Riverside County Sheriff's Department Post Office Box 512 Riverside, California 92502	City of Norco 2870 Clark Avenue Norco, CA 92860 Attn: City Manager

or to such other addresses as from time to time may be designated by the respective parties. An information copy of any notice to County shall also be sent to:

Clerk of the Board of Supervisors
County of Riverside
4080 Lemon Street, 1st Floor
Riverside, California 92501

Notice shall be deemed given when in writing and delivered personally or mailed with confirming delivery receipt addressed as set out above.

13. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

14. STANDARD OF CARE

In performing the police services required by this Agreement, County agrees to use that degree of care and skill ordinarily exercised under similar circumstances by law enforcement officers in performance of the duties required by this Agreement. **All Sheriff's personnel who provide general and specialized law enforcement services to City pursuant to this Agreement shall have met the minimum qualifications designated for their specific classification, including a**

background investigation.

15. JURISDICTION AND VENUE

This Agreement shall be construed under the laws of the State of California. In the event any action or proceeding is filed to interpret, enforce, challenge, or invalidate any term of this Agreement, venue shall lie only in the state or federal courts in or nearest to Riverside County.

16. ENTIRE AGREEMENT

This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith.

IN WITNESS WHEREOF, the City of Norco, by minute order or resolution duly adopted by its City Council, has caused this Agreement to be signed by its Mayor and attested and sealed by its Clerk, and the County of Riverside, by order of its Board of Supervisors, has caused this Agreement to be subscribed by the Chairman of said Board and sealed and attested by the Clerk of said Board, all on the dates indicated below.

CITY OF NORCO

Dated: _____

By: _____
Berwin Hanna, Mayor

ATTEST:

Cheryl L. Link
City Clerk

By: _____

COUNTY OF RIVERSIDE

Dated: _____

By: _____
Jeff Stone, Chair
Riverside County Board of Supervisors

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

ATTACHMENT A

CITY OF NORCO

LEVEL OF SERVICE

Average Patrol Services

60 supported hours per day. (Equivalent of 12.3 Deputy Sheriff positions @ 1780 annual productive hours per position)

Dedicated Positions

One (1) Sheriff's Lieutenant position

Two (2) Deputy Sheriff (fully supported) positions – Traffic Officers

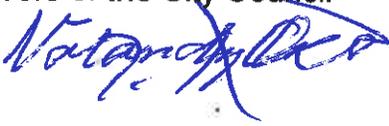
Three (3) Deputy Sheriff (fully supported) positions – Motor Officers

Two (2) Deputy Sheriff (fully supported) positions-Community Oriented Policing

Three (3) Community Service Officer positions

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, City Manager 

PREPARED BY: Steve King, Planning Director

DATE: August 6, 2014

SUBJECT: Planning Commission's Building Permit Process Review between Two Cases.

RECOMMENDATION: Receive and file.

SUMMARY: The City Council asked that the Planning Commission review the building permit process by comparing two cases to see if there are changes that the Planning Commission would recommend to the process. The Planning Commission reviewed the two cases on July 9, 2014 but did not take any formal action to recommend changes.

BACKGROUND: At its meeting on May 7, 2014, the City Council directed the Planning Commission to review the building permit process for two cases: 1221 Fifth Street and 653 Seventh Street. To start the building permit process an applicant files the application and fees with the Building Division. Copies of plans and a comment sheet are then routed to Building, Planning, Fire, and Engineering for approval or denial.

If a division denies the permit, the applicant works with that specific division to make needed corrections for re-submittal of plans to the Building Division. The effected Division then re-reviews for approval. Once all divisions have signed off "approved" the building permit can be issued which allows construction to begin and starts the inspection schedule. A permit is finalized after construction is complete and the inspector has signed off that all code requirements and comments from each division have been met.

1221 Fifth Street: A request for a building permit for the construction of a 2,701 square-foot accessory building. The approval timeline was as follows:

- February 12, 2014: accessory building approved by the Planning Commission
- February 13, 2014: building permit application filed, plans and comment sheets routed internally to Building, Planning, Fire, Engineering for approval, or denial with needed changes.
- February 14, 2014: permit was denied by Building and Planning, and approved by Engineering and Fire.

- March 17, 2014: revised plans routed to Building and Planning. Permit denied again by both.
- March 25, 2014: revised plans routed to Building and Planning.
- March 26, 2014: permit approved by Building and Planning.
- April 29, 2014: building permit finalized.

WHAT HAPPENED

In the original set of plans submitted for a building permit on February 13, 2014 the plans were denied by Building and Planning with needed changes to the plans. The plans were approved by Engineering and Fire but in its "approval" Fire added a condition that needed to be completed prior to finalization of the permit (fire sprinklers). The changes that were required by Building and Planning in their denial were not substantial enough to require a change to the building size or design so the applicant went ahead and ordered a pre-fabricated metal structure.

The structure was ordered from a company that has a history of building said type of structures in both the City of Norco and throughout Riverside County, which are both serviced by the Riverside County Fire Department. In Norco, structures that are over 2,500 square feet require fire sprinklers. The maximum size allowed for the same type of structure in the county before sprinklers are required is 5,000 square feet. The company went ahead and filled the order for a structure without fire sprinklers.

In preparing for finalization of building plans for inspection it was noted that fire sprinklers needed to be installed prior to issuance of a Certificate of Occupancy for the structure. When advised of that need the company providing the structure informed the applicants that a larger structure would be needed to incorporate the fire sprinkler system. Since the order had already been placed and filled it was too late to change the order.

WHAT WAS DONE

The structure in question was a metal breezeway barn with nothing but a metal roof over the breezeway connecting the two stall sections. In order to avoid hardship to the applicants, the determination was made that because it was two metal buildings for the stalls connected by a metal breezeway cover (no siding on the breezeway cover) that the case could be made that the two stall halves of the building could be considered separate buildings and thereby not be required to have fire sprinklers since each stall section was below the 2,500 square-foot threshold.

To avoid similar confusion in the future the routing process of plan checks was made such that if there are any required changes to plans that the plans are "denied" as opposed to being "approved with conditions."

653 Seventh Street: a request for a building permit for a 484 square-foot addition to an existing home adding a bedroom and bathroom with a later request to add a 108 square-foot front porch to the permit. The timeline for building permit approvals and related actions were:

- August 6, 2008: building permit application filed, plans and comment sheets routed internally to Building, Planning, Fire, Engineering for approval, or denial with needed changes.
- August 8, 2008: permit approved by Building, Planning, Fire, Engineering.
- November 10, 2008: applicant requests that a 108 square-foot porch be added to the permit. The permit was revised and it caused a delay in processing but was ultimately approved.
- February 24, 2009: inspection, everything done except removal of a bin.
- May 20, 2009: building permit finalized.

WHAT HAPPENED/WHAT WAS DONE

The case at 653 Seventh Street was not out of-the-ordinary and was completed without any major complications. The only hold-up was a haul-away bin that was still in the driveway at final inspection that was ultimately removed and the permit was finalized.

Planning Commission Comments/Suggestions:

During discussion the following ideas and comments were presented by the Planning Commission. There was not a formal vote of recommendation, just discussion and comments.

- There should not be a disparity in the minimum size of a building that requires fire sprinklers between Riverside County (5,000 sq. ft.) and the City (2,500 sq. ft.) since it is the same fire protection agency.
- Once a plan has been signed-off as approved and a mistake is discovered on staff's side, it should not be the responsibility of the applicant to have to fix it. Maybe a variance could be used.
- Building and Safety should be separated from Public Works.
- Building and Safety should be its own entity and should be staffed accordingly in-house to shorten the processing time. The current processing time of three to five weeks is too long.
- When the applicant changes plans mid-processing then an extended time for re-review for issuance of permits is warranted.

- One Commissioner did not see a problem with different code standards regarding the minimum building size requirement for fire sprinklers.
- There should be consideration for all-metal buildings as opposed to other types of buildings, and the requirements for fire sprinklers.
- The minimum building size for fire sprinklers in some other cities is based on whether the building is habitable or not. In such a city a garage larger than 2,500 square feet may not need sprinklers but it would in Norco.
- The City could provide a cheat sheet of what is required for a building permit. *The City has quick reference sheets available for the different types of building permits as the requirements are too different from one type of permit to another to have on just one sheet (e.g. a pool versus a residence). After review of the Building Permit application, changes are typed into a list for the changes needed from the Building Division. For all other departments/divisions a copy of the routing sheet with any listed corrections is given to the applicant.*

Again, these are the comments and/or suggestions as presented by each of the Commission Members but there was not a formal vote on any one idea or any recommendation. There has been no follow-up research on what other jurisdictions do and do not do.

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, City Manager 

PREPARED BY: Steve King, Planning Director

DATE: August 6, 2014

SUBJECT: Swap Meet Permit 2014-01 (Roy): An Application for a Monthly Swap Meet/Flee Market in the Parking Lot of the "Vandermolen Center" Located at 2816 Hamner Avenue within the C-G (Commercial General) Zone.

RECOMMENDATION: Adopt **Resolution No. 2014-55**, approving Swap Meet Permit 2014-01.

SUMMARY: The requested Swap Meet Permit is the same location where one was previously approved by the City Council. But there is a new owner of the business that is sponsoring the proposed event and so a new Swap Meet Permit is needed.

BACKGROUND/ANALYSIS: The Norco Municipal Code requires all swap meet permits to be approved by the City Council. The applicant (Boomerang Second Hand Thrift Store), is proposing a monthly swap meet/flee market at the same location where a swap meet permit had originally been approved, but for a different business that is no longer there. Swap meet permits go with the applicant and not with the property like conditional use permits, and so it is necessary for the new business to obtain a new swap meet permit.

The applicant is proposing a monthly swap meet/flee market on the second Saturday of each month between 8:00 a.m. and 2:00 p.m. The proposed event will take up 21 parking spaces that incorporates the spaces along the Hamner Avenue south of the Vandermolen Center driveway south to the property line (Yum Yum Donuts) and six spaces immediately in front of the entrance to Boomerang Second Hand Thrift Store (ref. Exhibit "B" – Site Plan/Aerial Photo).

The applicant had requested closing the main drive aisle closest to, and parallel to Hamner Avenue, to serve as a walkway between two rows of booths, and then to extend all the way to the north property line (Carls Jr.). For safety reasons, and after consultation with the property owner who indicated that it was not authorized for the event to be that big, the project has been conditioned so that no driveways or drive aisles will be blocked for swap meet events, and the event will only take place south of

the shopping center driveway instead of all the way to Carls Jr. No perishable food or beverages will be sold at the events.

The Chapter in the Municipal Code that addresses swap meets (Chapter 5.28) does not limit the number of events that can occur on any specific property. Therefore, a monthly swap meet event can be allowed, provided that all conditions set forth by the City are met. Because of the proposed hours and the location of the proposed swap meet, staff is satisfied that adequate parking can still be provided for both the event and the existing businesses in the center. Restroom facilities will be provided inside the building located at 2816 Hamner Avenue. The applicant has received permission from the property owner to operate the swap meet (ref. Exhibit "C" – Permission Email) but only as shown on Exhibit "B".

The applicant will be renting spaces to vendors within the swap meet and as such will be required to obtain a Swap Meet License from the Finance Department. Individual vendors that already have a business license within the City, and are proposing to sell the same goods as listed on the existing license, do not have to obtain any additional licensing from the Finance Department.

Businesses that do not have a Norco Business License will be required to get a Special Event Business License from the Finance Department and a temporary location seller's permit from the State Board of Equalization with Norco listed as the point of sale. These vendors will have the option of obtaining a monthly Special Event Business License each month they choose to display, or an annual Out-of-Town Business license if they plan on being there several times a year.

In the attached Resolution a condition has been added that if the City Council perceives any issues or concerns with the event, then, upon direction from the City Council, it will be re-agendized for potential modification to resolve the issues. This provides the flexibility needed to monitor the event and modify the permit if conflicts or safety issues arise from the interaction of shopping center traffic and event participants, or any other issues. The Swap Meet Permit is conditioned such that it is valid for a period of six months after which the applicant can extend the approval upon providing an updated approval letter from the property owner.

FINANCIAL IMPACT: None.

Attachments: Resolution No. 2014-55
Exhibit "A" – Location Map
Exhibit "B" – Site Plan/Aerial Photo
Exhibit "C" – Permission Email

RESOLUTION NO. 2014-55

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA, GRANTING WITH CONDITIONS, A MONTHLY SWAP MEET PERMIT AT THE PARKING LOT OF THE "VANDERMOLEN CENTER" FOR THE BUSINESS (BOOMERANG SECOND HAND THRIFT STORE) LOCATED AT 2816 HAMNER AVENUE WITHIN THE C-G (COMMERCIAL GENERAL) ZONE. SWAP MEET PERMIT 2014-01.

WHEREAS, Mr. Leonard Roy submitted an application for a swap meet to the City of Norco, California under the provisions of Chapter 5.28, Title 5 of the Norco Municipal Code, for property located at 2816 Hamner Avenue (APN 129-251-008); and

WHEREAS, at the set time at 7:00 p.m. on August 6, 2014 within the Council Chambers at 2820 Clark Avenue, Norco, California, 92860, said petition was heard by the City Council for the City of Norco; and

WHEREAS, at said time and place set, said City Council considered the aforesaid application and received both oral and written testimony pertaining to said application.

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

I. FINDINGS:

- A. The operation or conduct of the requested event, when operated in conjunction with the conditions of approval, will not be contrary to the public peace, health, safety and welfare of the City.
- B. The operation or conduct of the requested event, when operated in conjunction with the conditions of approval, will be consistent with Business Licensing requirements of the City with Norco listed as the point of sale for taxing purposes.

II. DETERMINATION:

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Norco, California, in session assembled August 6, 2014 that the application for Swap Meet 2014-01 is approved, subject to the conditions provided in Chapter 5.28 of the Municipal Code of Norco, and including but not limited to the following conditions:

1. Approval is based on Exhibit "B" – Site Plan/Aerial Photo dated July 29, 2014 and incorporated herein by reference and on file with the Planning Division. The event shall occur, during the second Saturday of each month between the hours of 8:00 a.m. and 2:00 p.m., as shown unless otherwise noted in these conditions.

2. The applicant and recorded owner of the property shall submit to the Planning Division for record purposes, written evidence of agreement with all conditions of this approval before said permit shall become effective.
3. The project shall be in compliance with all City of Norco Municipal Codes, Ordinances and Resolutions. Non-compliance with any provisions of the Norco Municipal Code (NMC) not specifically waived in compliance with City procedures shall constitute cause for revocation and/or termination of the approvals granted under authority of permit.
4. The applicant (sponsor of the event) shall submit for approval a Swap Meet License application to the Business License Division, including fees, which license shall be renewed annually. This includes any inspections needed by the Fire Department, the payment for which is a responsibility of the applicant.
5. Vendors shall submit for approval, a Special Event License application to the Business License Division, including fees, which license can be a one-time license for each event, or an annual Out-of-town License which shall be renewed annually. Each license applied for shall include satisfactory evidence that a California State Board of Equalization resale number has been obtained, with Norco listed as the point-of-sale.
6. Restroom facilities within the business located at 2816 Hamner Avenue shall be made available to all participants in the swap meet during the hours of operation of the approved Swap Meet Permit.
7. The applicant (sponsor of the event) shall be responsible for clean-up of the site after every event and for the provision of adequate disposal facilities during the event.
8. In the event conditions for approval by the City Council require the revision of plans as submitted, the applicant shall submit four copies of the approved plan (revised to incorporate conditions for approval) to the Planning Division for record purposes.
9. No expansion of use/event beyond the scope and nature described in this application which would tend to increase the projected scale of operations shall be permitted except upon application for and approval of modification of this application in compliance with all procedures and requirements thereof.
10. The applicant (sponsor of the event) shall place pedestrian controls and appropriate signage at the end of each section of booths where they intersect with shopping center driveways and drive aisles, warning of cross-traffic and prohibiting loitering within the driveway or drive aisles of the shopping center.

11. Fencing and/or pedestrian barriers shall be provided between event spaces and shopping center driveways and drive aisles to the satisfaction of the City. A fencing/barrier plan shall be provided to the Planning Division for approval prior to the first swap meet event per Swap Meet Permit 2014-01.
12. All handicap American with Disability Act (ADA) accessibility paths of travel and all ADA parking stalls shall remain clear and unobstructed and accessible.
13. All temporary electrical shall be installed per the California Building Code. If electrical power is needed power cords shall not be run across or along any required exit paths or ADA accessible pathways, and the cords shall be covered, and shall be installed so as not to present tripping hazards.
14. If, at the discretion of the City Council, it is determined that there are concerns or conflicts arising from the operation of the swap meet event, upon direction by the City Council the subject permit shall be re-scheduled for review and potential modification.
15. The installation of temporary canopies/easy-ups is not allowed underneath the building eaves. Canopies/easy-ups shall be installed in the parking lot, away from the building.
16. The sale, trade, exchange and barter of flammable liquids, including but not limited to gasoline, kerosene, acetone, thinners and solvents, ammunition and blasting agents, liquid petroleum gases or other combustible gases, any type of fireworks, acids, caustics or oxidizing agents is strictly prohibited.
17. The sale of perishable foods is not a permitted use within Swap Meet Permit 2014-01. The inclusion of such a use, whether it be the sale of produce or the sale of prepared foods can only be allowed upon an approved modification of this permit, or by separate permit.
18. Every person who desires to exhibit for sale, barter, trade or exchange identifiable, tangible personal property at a swap meet shall, before he or she is permitted to exhibit such identifiable, tangible personal property at the swap meet, furnish to the operator of the swap meet or a person designated in advance by the operator to receive such information, a written notice containing all of the following information:
 - a. The name and current address of the person who desires to exhibit for sale, barter, exchange or trade identifiable tangible personal property at the swap meet.
 - b. An accurate description, including any identifying manufacturer's or license number, of every item of identifiable, tangible personal property which such person will exhibit at the swap meet for sale, barter, trade or exchange.

- c. The name and current address of the owner of every item of identifiable, tangible personal property which such person will exhibit at the swap meet for sale, barter, trade or exchange.
19. Every person who sells, barter, trades or exchanges any identifiable, tangible personal property at a swap meet shall furnish to the operator of the swap meet, or a person designated in advance by such operator to receive such information, a written notice containing all of the following information with respect to each such sale or exchange:
 - a. An accurate description, including any identifying manufacturer's or license number, of the identifiable, tangible personal property which was sold, bartered, traded or exchanged.
 - b. The name and current address of the person selling, bartering, trading or exchanging the identifiable, tangible personal property.
 - c. The name and current address of the person who purchased or received the identifiable, tangible personal property.
20. Within twenty-four hours after the close of the swap meet, upon demand by the Riverside County Sheriff's Department, the operator of the swap meet shall transmit the information received pursuant to Conditions 18 and 19 on a form prescribed or approved by the Sheriff's Department.
21. The applicant shall comply with all requirements from the Planning, Engineering, and Building Divisions; and the Fire and Sheriff's Departments; and all other applicable departments and agencies.

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held on August 6, 2014.

Mayor of the City of Norco, California

ATTEST:

Cheryl L. Link, City Clerk
City of Norco, California

I, CHERYL L. LINK, 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 regular meeting held on August 6, 2014 by the following vote of the City Council:

AYES:

NOES:

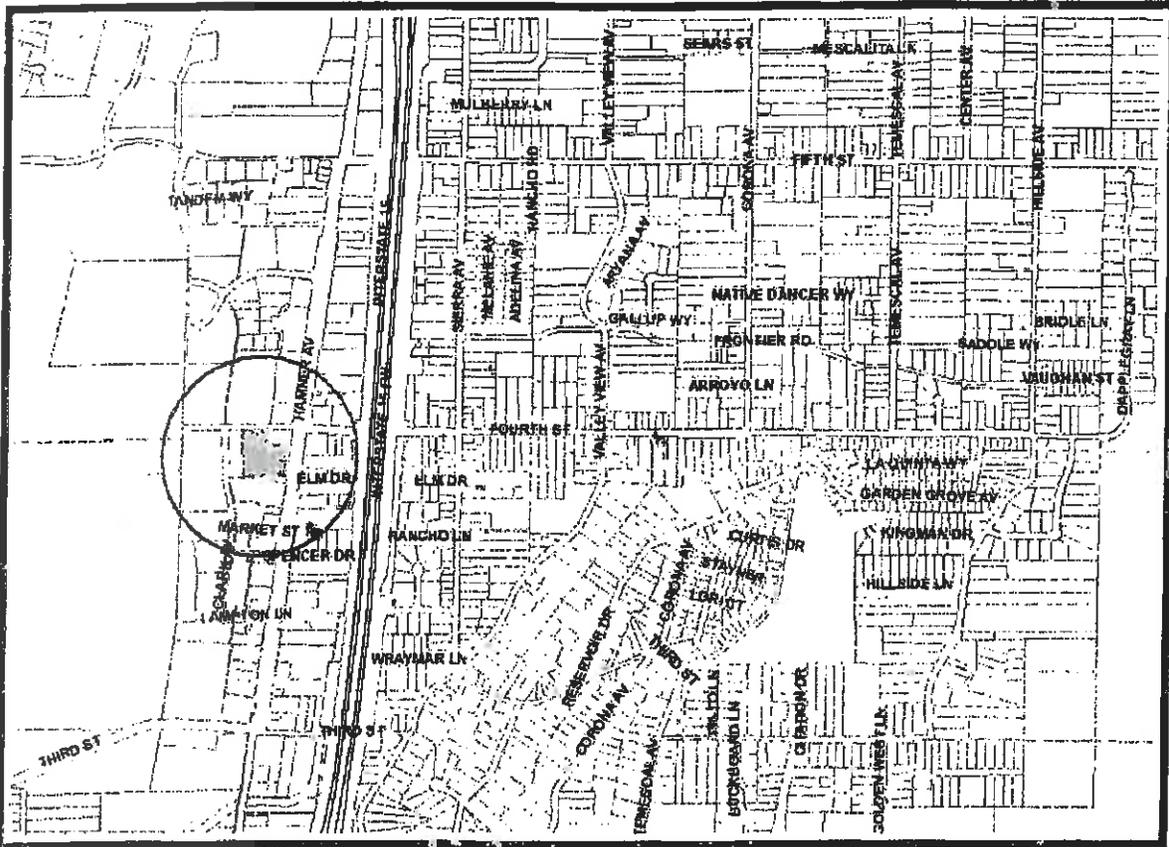
ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Norco, California August 6, 2014

Cheryl L. Link, City Clerk
City of Norco, California

LOCATION MAP

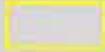
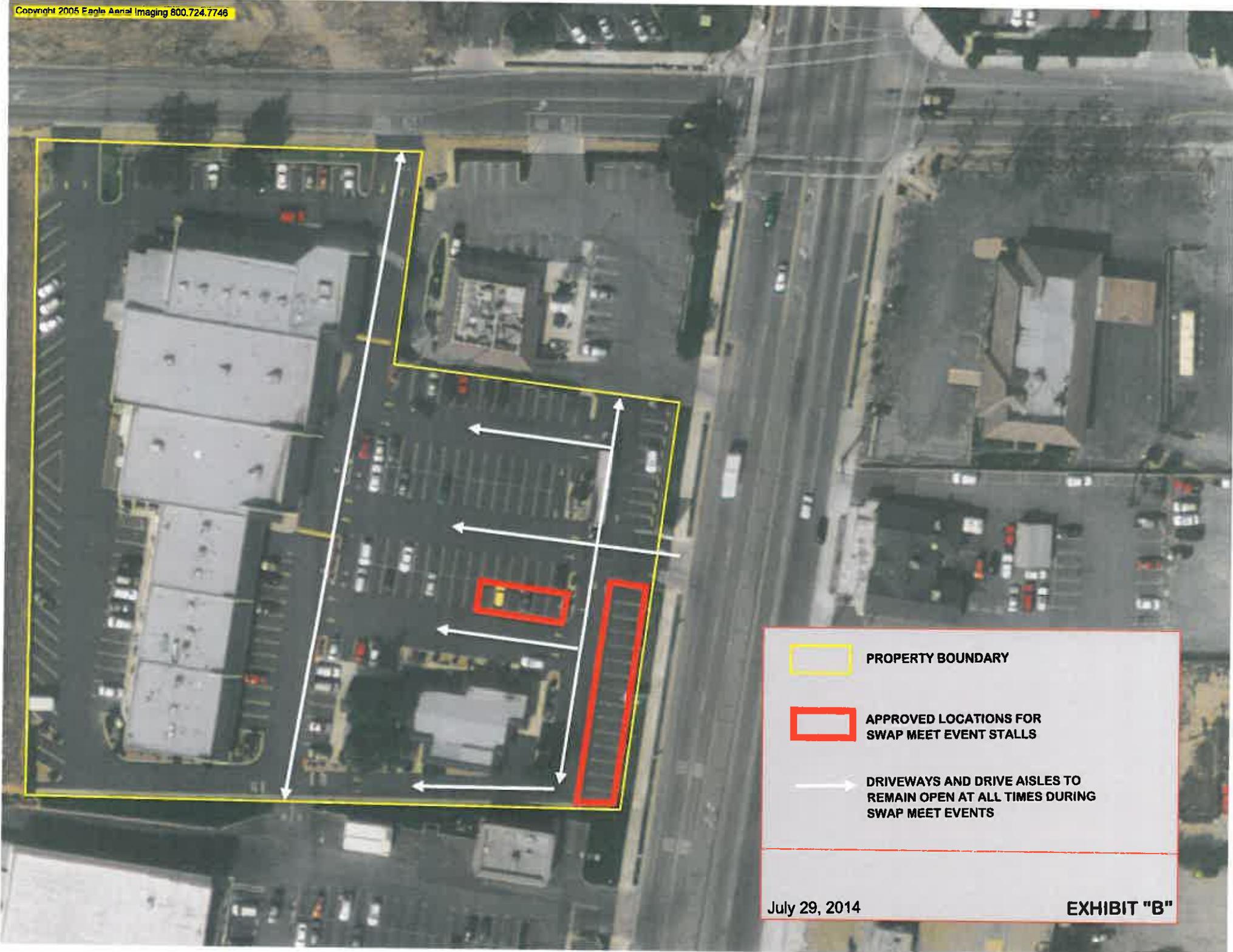


Not to Scale

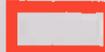


PROJECT: Swap Meet Permit 2014-01
APPLICANT: Boomerang 2nd Hand Thrift Store
LOCATION: 2816 Hamner Avenue

Exhibit "A"



PROPERTY BOUNDARY



**APPROVED LOCATIONS FOR
SWAP MEET EVENT STALLS**



**DRIVEWAYS AND DRIVE AISLES TO
REMAIN OPEN AT ALL TIMES DURING
SWAP MEET EVENTS**

Subject: Re: Farmers Insurance - business coverage

[Quoted text hidden]

Leonard Roy <boomerang2ndhandthriftstore@gmail.com>

Wed, Apr 23, 2014 at 2:29 PM

To: Johanna VanderMolen <johanna@jv-m.com>

Hi johanna I still need an email from you with your ok to use the parking lot for the flea market Thanks for all your help

Leonard

[Quoted text hidden]

Johanna VanderMolen <johanna@jv-m.com>

Wed, Apr 23, 2014 at 5:30 PM

To: Leonard Roy <boomerang2ndhandthriftstore@gmail.com>

Cc: Johanna VanderMolen <johanna@jv-m.com>

Hello Leonard

Sorry I didn't get back to you. I thought that I did... but obviously I did not.

Yes, please proceed with the 2nd weekend of each month with the slots by Hamner Ave in front of your shop, like we discussed and the 6 parking stalls by the entrance to you shop.

Best of luck.

Johanna

Johanna VanderViolen, Ed.D.

415-350-1002

johanna@jv-m.com

 Please consider the environment before printing this e-mail

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, City Manager 

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

DATE: August 6, 2014

SUBJECT: State Water Resources Control Board Emergency Regulations for Statewide Urban Water Conservation

RECOMMENDATION: Approve the State Water Resources Control Board Emergency Regulation, California Code of Regulations, title 23, Sections 863, 864, and 865.

SUMMARY: At their regularly-scheduled July 15, 2014 public meeting, the State Water Resources Control Board (SWRCB), in accordance with applicable State laws and regulations adopted Emergency Regulations for Statewide Urban Water Conservation. The regulations require water suppliers to implement various conservation measures.

BACKGROUND/ANALYSIS: On April 25, 2014, Governor Edmund G. Brown Jr. issued an executive order to strengthen the State's ability to manage water and habitat effectively in drought conditions. The Governor's Proclamation No. 1-17-2014, declared a State of Emergency in California due to severe drought conditions. The January Proclamation also calls on all Californians to reduce their water usage by 20 percent.

Water conservation is the most efficient and most cost effective way to quickly reduce water demands and extend existing supplies into next year. In most regions of California, 50 percent or more of residential water use is outdoor landscaping. The emergency regulations are designed to require modest lifestyle changes.

The SWRCB action adopts California Code of Regulations, Title 23, Sections 863, 864, and 865. The State Water Board staff will submit the regulation to the Office of Administrative Law (OAL) for final approval.

The regulations will remain in effect for 270 days after filing with the Secretary of State, unless the SWRCB determines if it is necessary due to changing conditions.

The SWRCB has set directives requiring the board staff to provide monthly progress reports on the implementation of the regulations and their effect. Staff is directed to condition funding upon compliance and to work with the Department of Water Resources and the Save Our Water campaign to disseminate information. Board staff will develop an electronic reporting portal so water agencies may provide reporting data on conservation measures and enforcement during the drought.

Agenda Item 4.C.

The emergency regulations require water suppliers to take the following actions:

Educate customers and employees

- Retail water suppliers should provide notice of the regulations in English and Spanish in one or more of the following ways: newspaper, bill inserts, website homepage, social media, and public notice posting.

Proposed Action: Develop water conservation information to be placed on City website and insert conservation information in water bills.

- All water suppliers should train personnel on the regulations.

Proposed Action: Provide training to applicable City personnel.

- All water suppliers should provide signage where recycled or reclaimed water is used.

Proposed Action: Complete Recycled Water Project and Install recycled water signage.

- All water suppliers should redouble their efforts to disseminate information regarding opportunities and incentives to upgrade fixtures and appliances.

Proposed Action: Provide contact information regarding available water conservation incentive programs through regional partners on City website.

- All water suppliers should use education and tools available through the Save Our Water website (<http://saveourwater.com>).

Proposed Action: Add link to City website.

- All water suppliers should educate and prepare their boards and councils on drought response actions contained in the emergency regulations, and make sure drought response items are placed on agendas.

Proposed Action: Provide water conservation action to City Council.

Increasing local supplies

- All water suppliers should accelerate the completion of projects that will conserve potable water, by making use of non-potable supplies, such as recycled water, "greywater", and stormwater collection projects.

Proposed Action: Complete Recycled Water Projects and implement recycled water.

- All water suppliers should improve their leak reporting and response programs and request police and fire departments report leaks and waste during their routine duties.

Proposed Action: Continue to improve leak detection and request assistance from Sheriff and Fire Departments.

- All water suppliers should conduct water loss audits and make leak detection and repairs a top priority for the duration of the drought.

Proposed Action: Continue to conduct water loss audits and timely repair leaks.

- All urban water suppliers should evaluate their rate structures and begin to implement needed changes as part of planning for additional dry years, drought rate assistance is available at (<http://www.allianceforwaterefficiency.org/>).

Proposed Action: Evaluate existing water rate structure and present findings to City Council.

- Review residential and business water bills to check for possible leaks.

Proposed Action: Implement Water Utility Customer Portal to assist residential and commercial water users to timely detect water leaks and manage water usage.

The City of Norco Municipal Code, Chapter 14, Section 04.580, water conservation has provisions to address critical water situations. The code is as follows:

Water Usage. The following water usages shall be restricted in the event of a critical water availability situation, as indicated by resolution of the City Council:

- (A) Yards and Landscaping. Yards, lawns, landscaping, turf areas, and decorative plants and shrubs shall only be watered after the hour of four pm and before the hour of ten am each day.

(B) Cleaning. The hosing of sidewalks, driveways, or parking areas shall be prohibited except that flammable or other dangerous substances may be dissolved, dissipated, or otherwise removed by direct hosing.

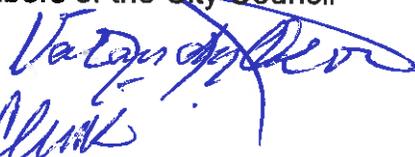
(C) Eating Establishments. No eating establishment offering food to the public shall serve drinking water to a customer unless it is expressly requested.

Staff recommends the city Council implement all aspects of the Emergency Regulations for Statewide Urban Water Conservation.

FINANCIAL IMPACT: Most of the required actions are ongoing City programs which would not require additional appropriation of funds.

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, City Manager 

PREPARED BY: Cheryl L. Link, City Clerk 

DATE: August 6, 2014

SUBJECT: **Ordinance No. 977, Second Reading.** Zone Code Amendment 2014-03 Amending Chapter 18.13 "A-1" Zone" of the Norco Municipal Code to Increase the Minimum Lot Size from 20,000 Square Feet to 21,780 Net Square Feet.

RECOMMENDATION: Adopt **Ordinance No. 977** for second reading.

SUMMARY: The first reading of Ordinance No. 977 was held on July 16, 2014 and adopted by the City Council with a 5-0 vote. Ordinance No. 977 amends Chapter 18.13 of the Norco Municipal Code, increasing the minimum lot size from 20,000 square feet to 21,780 net square feet.

Attachment: Ordinance No. 977

ORDINANCE NO. 977

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORCO APPROVING ZONE CODE AMENDMENT 2014-03 AMENDING CHAPTER 18.13 "A-1 ZONE AGRICULTURAL LOW DENSITY", WITH ANY RELATED CROSS-REFERENCES IN OTHER CHAPTERS AS NEEDED TO INCREASE THE MINIMUM LOT SIZE IN THE A-1 ZONE FROM 20,000 SQUARE FEET TO 21,780 SQUARE FEET NET. ZONE CODE AMENDMENT 2014-03.

WHEREAS, the CITY OF NORCO initiated Zone Code Amendment 2014-03 to Norco Municipal Code Title 18, Chapter 18.13 "A-1" Zone, to increase the minimum lot size from 20,000 to 21,780 net square feet; and

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

WHEREAS, the Zone Code Amendment was scheduled for public hearing before the Planning Commission on June 11, 2014 on or about 7 p.m. in the Council Chambers at 2820 Clark Avenue, Norco, California 92860; and

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

WHEREAS, the Planning Commission adopted Resolution 2014-34 recommending that the City Council approve Zone Code Amendment 2014-03; and

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

WHEREAS, the Zone Code Amendment was scheduled for a public hearing on July 16, 2014 on or about 7 p.m. in the Council Chambers at 2820 Clark Avenue, Norco, California 92860; and

WHEREAS, at the time set, the City Council received both oral and written testimony pertaining to the Zone Code Amendment; and

WHEREAS, the City of Norco acting as the Lead Agency has determined that the project is exempt from the California Environmental Quality Act (CEQA) and the City of Norco Environmental Guidelines per Class 5.

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

- A. The proposed Zone Code Amendment will not be inconsistent with, or contrary to, the General Plan or the Zoning Code since the project amends a specific regulation of the A-1 zone without changing the intent of the zone or the land uses allowed; and the change will not amend or impact the General Plan.
- B. The proposed Zone Code Amendment is categorically exempt from the California Environmental Quality Act (CEQA) and the City of Norco Environmental Guidelines pursuant to Class 5 (Minor Alterations in Land Use Limitations).

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

SECTION 1: Norco Municipal Code Title 18 "Zoning", Chapter 18.13 – "A-1 Zone Agricultural Low Density", Section 18.13.04 – "Sub-Zones of the A-1 Zone" is hereby amended to read as follows:

This zone shall be separated into sub-zones to delineate required minimum lot size. The sub-zone shall be identified by a numerical suffix after the "A-1" designation on the zoning map; and each and every area zoned A-1 in the City of Norco shall have a numerical suffix appended thereto. Said numerical suffixes shall designate the required minimum lot size in either thousands of feet, or in number of acres. Any numerical suffix of 20 or more shall mean thousands of square feet; any numerical suffix of less than 20 shall mean acres. For example:

A-1-20 = 20,000-square-foot minimum lot size (*see note below);

A-1-2 = two-acre minimum lot size;

A-1-5 = five-acre minimum lot size; etc.

*A-1-20 shall refer to all lots created before the effective date of Ordinance No. 977 when the minimum lot size was 20,000 square feet, and to all lots created after the effective date of Ordinance No. 977 and the minimum lot size is 21,780 square feet net.

Norco Municipal Code Title 18 "Zoning", Chapter 18.13 – "A-1 Zone Agricultural Low Density", Section 18.13.10 – "Lot and Pad Area" is hereby amended to read as follows:

All lots in this zone shall contain a minimum lot area as prescribed by the suffix applicable thereto; provided that there shall be at least 20,000 square feet for lots created prior to the effective date of Ordinance No. 977, on September 6, 2014. After the effective date of Ordinance No. 977, the

minimum lot size shall be 21,780 net square feet in all lots created and no lot in this zone shall be reduced below this minimum. In addition, all lots created in this zone shall contain a minimum pad area of at least 19,600 square feet. A pad area shall be "flat" with a percentage of slope not to exceed four percent.

Norco Municipal Code Title 18 "Zoning", Chapter 18.13 – "A-1 Zone Agricultural Low Density", Section 18.13.12 – "Lot Dimensions" is hereby amended to read as follows:

All lots shall maintain the following minimum standards:

(1)	Width and Frontage:	Minimum width of 80 feet.
(2)	Cul-de-sac Lots:	Minimum average width of 80 feet and minimum frontage of not less than 50 feet.
(3)	Depth:	Minimum depth of 200 feet. All lots that met the minimum lot depth requirement of 150 feet upon the effective date of Ordinance 695 (February 17, 1995) shall be considered to be in conformance with the minimum depth requirements of this zone.

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

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

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

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held on August 6, 2014.

Mayor of the City of Norco, California

ATTEST:

Cheryl Link, City Clerk
City of Norco, California

I, CHERYL LINK, City Clerk of the City of Norco, California, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Norco, California, duly held on July 16, 2014 and thereafter at a regular meeting of said City Council duly held on August 6, 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 August 6, 2014.

Cheryl Link, 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: Julie Houser, Administrative Analyst

DATE: August 6, 2014

SUBJECT: **Ordinance No. 978, First Reading:** A City-Initiated Proposal to Amend Chapter 5 of the Norco Municipal Code by Amending Section 5.04.060, 5.04.090(a), 5.04.202 and 5.04.260 (Business License and Regulations). (Code Amendment 2014-03).

RECOMMENDATION: **Adopt Ordinance No. 978**, for First Reading.

SUMMARY: After review by the Business Process Advisory Committee, staff is recommending an amendment to Chapter 5, Sections 5.04.060, 5.04.090(a), 5.04.202 and 5.04.260 of Norco Municipal Code regarding Business License and Regulations. The proposed changes are necessary to clearly delineate the relationship between the issuance of a business license and a certificate of occupancy, and to clarify certain provisions in the existing business license regulations.

BACKGROUND/ ANALYSIS: On February 19, 2014, the City Council approved the City Manager's recommendation to form a City Manager's Controlled Advisory Committee that meets as needed to review City business processes to ensure that high level of service is provided to City residents and businesses on a consistent basis and to ensure City Council policy directions are adequately implemented. The first Advisory Committee that was formed was tasked with the review of the City's business license process and regulations, especially as it applies to the relationship between the issuance of business licenses and certificates of occupancy. This Advisory Committee included Council Members Kevin Bash and Herb Higgins and City staff from Finance, Public Works, Fire, and Planning Departments along with the City Manager.

After several meetings, the Advisory Committee has completed its task and is now recommending the following changes to business license and regulations code along with the implementation of the attached flow charts to help residents and businesses better understand business licenses and various events permit processing steps.

Certificate of Occupancy

The City of Norco currently requires all commercial businesses to obtain a certificate of occupancy. For many reasons, such as absentee landlords, changing businesses, etc.,

Agenda Item 6.A.

not all commercial businesses in the City have the proper certificate of occupancy. To ensure compliance with all city codes - zoning, planning and building - and to increase public safety, the Business License and Regulations section of the Norco Municipal Code is proposed to be amended to require the issuance of a valid Certificate of Occupancy prior to the issuance of a City business license.

Business License Taxes – Flat Rates

The categories of businesses required to pay flat rate business license tax have been expanded to include Mobile Food or Entertainment Facility (under catering) and Professionals have been added as individuals subject to flat rate business license tax. Professionals are defined as “any person required by federal or state laws to be licensed for the performance of his or her profession and who is self-employed or a contractor. This would include accountants, lawyers, architects, etc.

Evidence of Doing Business

The source of information that the City can consider as evidence of doing business has been expanded to include social media and online marketing.

Other Considerations

As part of the Business Process Advisory Committee’s review of business license regulations, the Committee also reviewed and documented the following processes using flow charts in order to assist residents and businesses to better understand and comply with City regulations:

1. Building Occupancy and Business License Approval Process
2. Event Approval Process – Use of City Facility
3. Event Approval Process – Use of Commercial Site
4. Event Approval Process – Use of Residential Property

The flow charts for these processes are attached for reference.

FINANCIAL IMPACT: The recommended changes to the business license regulations are not anticipated to have any material impact on revenue collection.

Attachment: Ordinance No.978

ORDINANCE NO. 978

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORCO AMENDING CHAPTER 5, SECTION 5.04.060, 5.04.090(a), 5.04.202 and 5.04.260 ESTABLISHING THE REGULATIONS AND REQUIREMENTS FOR ISSUING A BUSINESS LICENSE

WHEREAS, Chapter 5, Section 5.04 of the Norco Municipal Code establishes the requirement of any person to carry on business, trade, profession, calling or occupation in the city to procure a business license; and

WHEREAS, to be consistent with the zoning, planning and building codes

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

Chapter 5.04, Section 5.04.060, 5.04.090(a), 5.04.202 and 5.04.260 of the Norco Municipal Code shall be amended to read as follows:

Chapter 5.04

5.04.060 License required.

It is unlawful for any person to carry on any business, trade, profession, calling, or occupation in the city without first having procured a license to do so and without complying with any and all applicable provisions of this chapter **set forth in zoning, planning and building code and including the issuance of a certificate of occupancy for commercial businesses**. The provisions of this section shall not be construed to require any person to obtain a license prior to doing business within the city if such requirement conflicts with applicable laws of the United States or of the state. Persons not so required to obtain a license prior to doing business within the city shall nevertheless be liable for the payment of the taxes imposed by the provisions of this chapter. (Ord. 511 2 (part), 1984)

5.04.090 License issuance--Format.

(a) Every person required by the provisions of this chapter to have a license shall make application for such license to the collector, as provided in this chapter, and upon the payment of the prescribed license tax, **and upon complying with all regulations of section 5.04.060** the collector shall issue to such person a license which shall contain the following information:

- (1) The name of the person to whom the license is issued;
- (2) The business licensed;
- (3) The place where such business is to be carried on;

- (4) The date of the expiration of such license;
- (5) Such other information as may be necessary for the enforcement of the provisions of this chapter.

5.04.202 License taxes--Flat rates.

(5) Catering, **Mobile Food or Entertainment Facility**, Photography, Balloon/Candy Sales, etc. Every person conducting business intermittently, for special events such as weddings, parades, banquets, **fundraisers** or carnivals, shall pay a license fee of ten dollars per day when such business is conducted.

(7) Contractors.

(A) General engineering, building contractors, and specialty contractors as defined in Sections 7056, 7057 and 7058 **or as described in chapter 5.04.260** respectively of the Business and Professional Code who perform work or are located within the city shall pay an annual business tax as follows:

(i) Contractors possessing a Class A or Class B-1 State Contractors License shall pay an annual license tax of one hundred twenty dollars.

(ii) Contractors possessing other than a Class A or a Class B-1 State Contractors License shall pay an annual license tax in the amount of eighty dollars.

(21) Professional. Every Person required by the federal or state law to be licensed in performance for his or her profession that is self-employed or a contractor, shall pay an annual license tax of forty five dollars.

5.04.260 Evidence of doing business.

When any person shall by the use of signs, circulars, cards, telephone directories, **social media, online marketing** or newspapers, advertise, hold out, or represent that he is in business in the city, or when any person holds an active license or permit issued by a governmental agency indicating that he is in business in the city, and such person fails to deny by a sworn statement given to the collector that he is conducting a business in the city after being requested to do so by the collector, such facts shall be considered prima facie evidence that such person is conducting a business in the city. (Ord. 511 2 (part), 1984)

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

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

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

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

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held August 20, 2014.

Mayor of the City of Norco, California

ATTEST:

Cheryl Link, City Clerk
City of Norco, California

I, CHERYL LINK, 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 August 6, 2014 and thereafter at a regular meeting of said City Council duly held on August 20, 2014, it was duly passed and adopted by the following vote of the City Council:

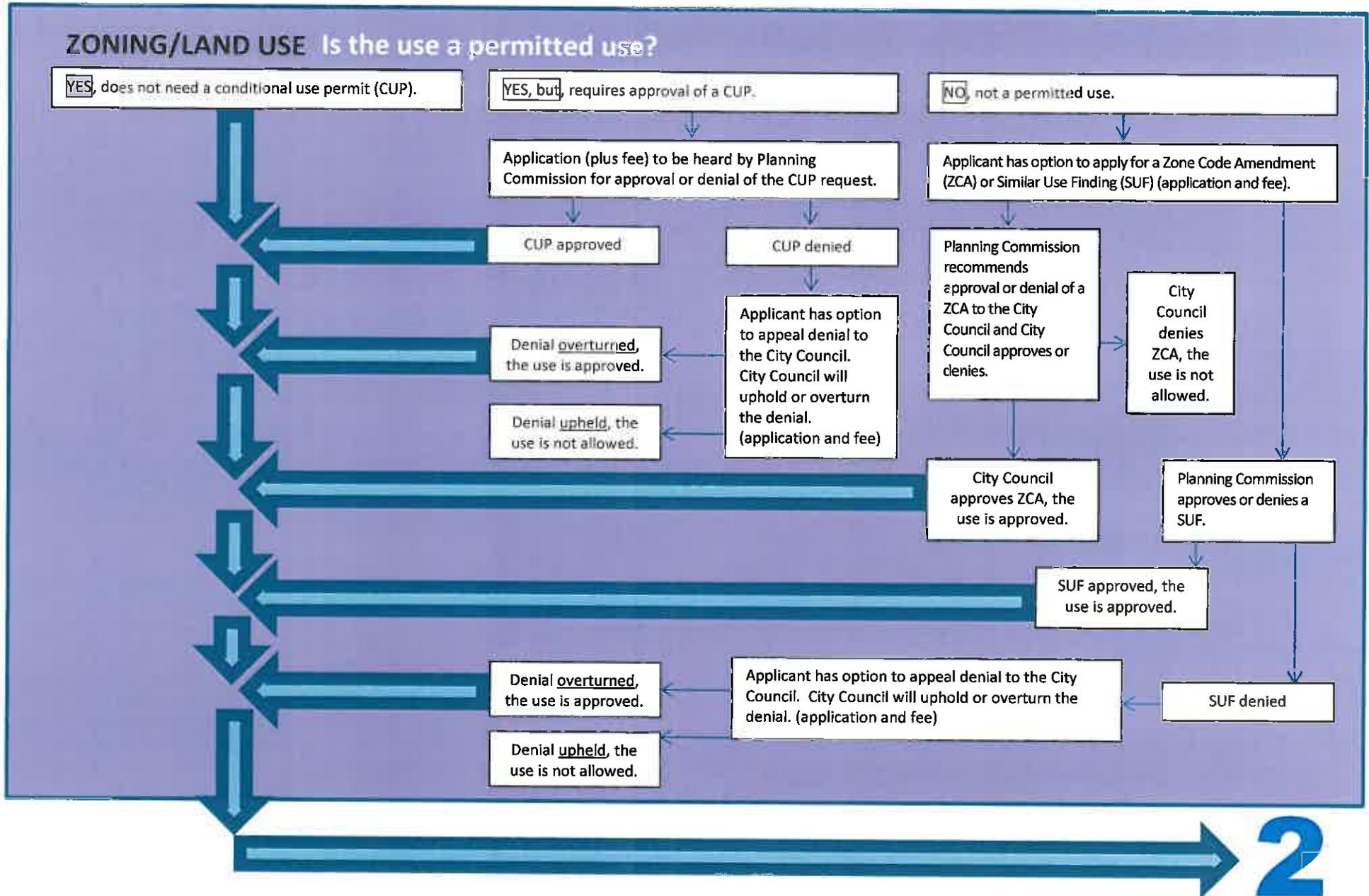
AYES:
NOES:
ABSENT:
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Norco, California, on August 20, 2014.

Cheryl Link, City Clerk
City of Norco, California

1

LAND USE APPROVAL/BUILDING OCCUPANCY/BUSINESS LICENSE PROCESS



EVENT APPROVAL PROCESS (USE OF A CITY FACILITY)

PROPOSED EVENT

Are City licenses or permits needed for a proposed event at a City facility?

YES, the event is being held at a City facility and it will require the facility to be fully or partially closed to non-participants of the event, for the duration of the event. A **Facility Use Agreement** is needed. This applies to all City parks and buildings.

Event promoter (applicant) contacts: **PARKS AND RECREATION** to check the availability of a facility for the days and times anticipated. If the facility is available:

NO, the event is being held at a City facility that is open for general public use and it does not require the facility to be fully or partially closed to non-participants of the event, for the duration of the event. This applies to all City parks and buildings that are open for general public use on a first-come, first-serve basis.

Licenses and/or permits are needed for the events listed below. The event promoter/applicant is responsible for obtaining all necessary approvals.

FOR-PROFIT EVENTS:

Event promoter (applicant) shall obtain a **Swap Meet Permit** for any event that includes the sale of any goods or services by multiple vendors at one location. **This permit requires City Council approval so time the beginning of your application process accordingly.** Contact **PLANNING** to submit the **Swap Meet Permit** application and fees to start that process.

For events that will include vendors or the sale of any goods or services the event promoter/applicant shall obtain a **Swap Meet License** from **FINANCE**.

NOTE: A Swap Meet License is different from a Swap Meet Permit as described above and the event promoter obtains both.

Each vendor selling a good or service is required to have a **Special Event Business License**, provide a driver's license, and a State Sellers Permit with Norco listed as the point-of-sale. Each vendor contacts **FINANCE** to obtain the **Special Event Business License**.

NON-PROFIT ORGANIZATION EVENT:

Each vendor selling a good or service shall provide proof of a State Sellers Permit with Norco listed as the point-of-sale to **FINANCE**.

Event promoter (applicant) provides the following to **PARKS AND RECREATION**:

- 1) Facility rental fees.
- 2) Proof of insurance with a Release of Liability to the City.
- 3) Copy of proper Licenses (if needed) from Finance.
- 4) Copy of Operational Permit (if needed) from Fire.

An **Operational Permit** from **FIRE** may be needed. Parks and Recreation will forward event information to **FIRE** who will then notify Parks and Recreation if the Permit is needed. If the **Operational Permit** is needed the event promoter/applicant will then be required to pay inspection fees.

City and applicant execute a **Facility Use Agreement**.

CONTACT NUMBERS:
PARKS AND RECREATION
 (951) 270-5631
PLANNING
 (951) 270-5682
FINANCE
 (951) 270-5679

*Events can only proceed in accordance with City requirements, permits, agreements, and conditions, as applicable.

**EVENT
CAN
PROCEED***

EVENT APPROVAL PROCESS (AT A COMMERCIAL SITE)

PROPOSED EVENT

Are City licenses or permits needed for a proposed event at a commercial site?

YES, if the event, even though it is a one-time event on private commercial property, is outside of the normal land uses for the property in question, a **Special Event Permit** is needed.

Event promoter (applicant) submits the Special Event Permit application and fees to **PLANNING**. Review and approval occurs at staff level.

YES, the event is going to be a recurring event or entertainment, that is outside of normal business operations per the Business License on file with the City, for the business sponsoring the event; an **Entertainment Permit** is needed.

YES, the event(s) will include the sale of any goods or services by multiple vendors at one location, a **Swap Meet Permit** is needed.

Both of these permits require City Council approval so time the beginning of your application process accordingly. Contact **PLANNING** to submit either the **Entertainment Permit** or **Swap Meet Permit** application, along with the fees to start either or both of these applications.

NO, the event is a part of the normal business operations per the Business License on file with the City, for the business sponsoring the event; or the event(s) are already authorized and are consistent with an approved Swap Meet Permit or Entertainment Permit. Therefore, no additional permits or approvals are needed.

Application and events descriptions are circulated to City departments for input and conditions for approval.

Permits reviewed at staff level.

Permits requiring City Council review.

An **Operational Permit** from **FIRE** may be needed. **FIRE** will notify Planning if the **Operational Permit** is needed the event promoter/ applicant will then be required to pay inspection fees.

If **denied** the applicant can re-apply with a revised application and fees. If ultimately denied the event cannot be held.

If **approved**, the Special Event Permit will include conditions of approval that must be complied with.

For events that will include vendors or the sale of any goods or services the event promoter/applicant shall obtain a **Swap Meet License** from **FINANCE**.

NOTE: A Swap Meet License is different from a Swap Meet Permit as described above and the event promoter obtains both.

Each vendor selling a good or service is required to have a **Special Event Business License**, provide a driver's license, and a State Sellers Permit with Norco listed as the point-of-sale. Vendors at non-profit organization events are required to provide proof of a State Sellers Permit with Norco listed as the point-of-sale.

If **denied** the applicant can address the issues of denial and re-apply with new application and fees. If ultimately denied the events cannot be held.

If **approved**, the Entertainment Permit or Swap Meet Permit will include conditions of approval that must be complied with. The applicant will need to update the Business License prior to the start of events.

CONTACT NUMBERS:
PLANNING:
(951) 270-5682
FINANCE:
(951) 270-5679

*Events can only proceed in accordance with City requirements, permits, agreements, and conditions, as applicable.

**EVENT(S)
CAN
PROCEED***

EVENT APPROVAL PROCESS (ON RESIDENTIAL PROPERTY)

PROPOSED EVENT Are City licenses or permits needed for a proposed event on residential property?

YES, the event is a one-time garage, yard, or estate sale event and is being held on private residential property. These are considered outside of normal land uses for residential property. A **Yard Sale Permit** is needed. Event promoter (applicant) files the **Yard Sale Permit** application and any related fees with **FINANCE**.

YES, a one-time event (or a once-a year event) is to be held at a church or private school, and is outside of "normal operations" for that use, including such things as festivals or a community yard sale. The event promoter (applicant) is required to obtain a **Special Event Permit**. The event promoter (applicant) submits the **Special Event Permit** application and any applicable fees to **PLANNING**. Events including such things as weddings and funeral services at a church are considered "normal church operations" and a Special Event Permit is **not** needed.

NOTE: If an event will require the closure of a public street or trail then an **Encroachment Permit** will be required. The event promoter (applicant) submits the Encroachment Permit application and fees to **ENGINEERING**.

NOTE: Recurring events that are outside of "normal church operations," such as weekly or monthly community yard sales or festivals are not permitted.

NOTE: The use of a church facility as an on-going event rental facility is not permitted.

NO, if the event is being sponsored at a residence, by the resident, or with the permission of the property owner, a permit is not needed if all of the following are true:

- 1) There is no exchange of fee or compensation for use of the property or any facilities on the property; and,
- 2) There is no entry fee required for patrons to attend the event; and,
- 3) The event is not advertised for general public attendance; and
- 4) The event is not a yard, garage, or estate sale; and
- 5) Parking for the event can be completely contained on-site.

An **Operational Permit** from **FIRE** may be needed. **FIRE** will notify the Department/Division if the Permit is needed. If the **Operational Permit** is needed the event promoter/applicant will then be required to pay inspection fees.

If denied the applicant can address the issues of denial and re-apply with new application and fees. If ultimately denied the event cannot be held.

Application and events descriptions are circulated to City departments for input and conditions for approval as needed.

If approved, the Special Event Permit will include conditions of approval that must be complied with.

For events that will include vendors or the sale of any goods or services a **Swap Meet License** will be required. Contact **FINANCE** to submit the **Swap Meet License** application and fees.

Each vendor selling a good or service is required to have a Special Event Business License, provide a driver's license, and a State Sellers Permit with Norco listed as the point-of-sale. Vendors at non-profit organization events are required to provide proof of a State Sellers Permit with Norco listed as the point-of-sale.

If required the Swap Meet Permit is presented to City Council for approval or denial.

If approved, the Swap Meet Permit will include conditions of approval that must be complied with.

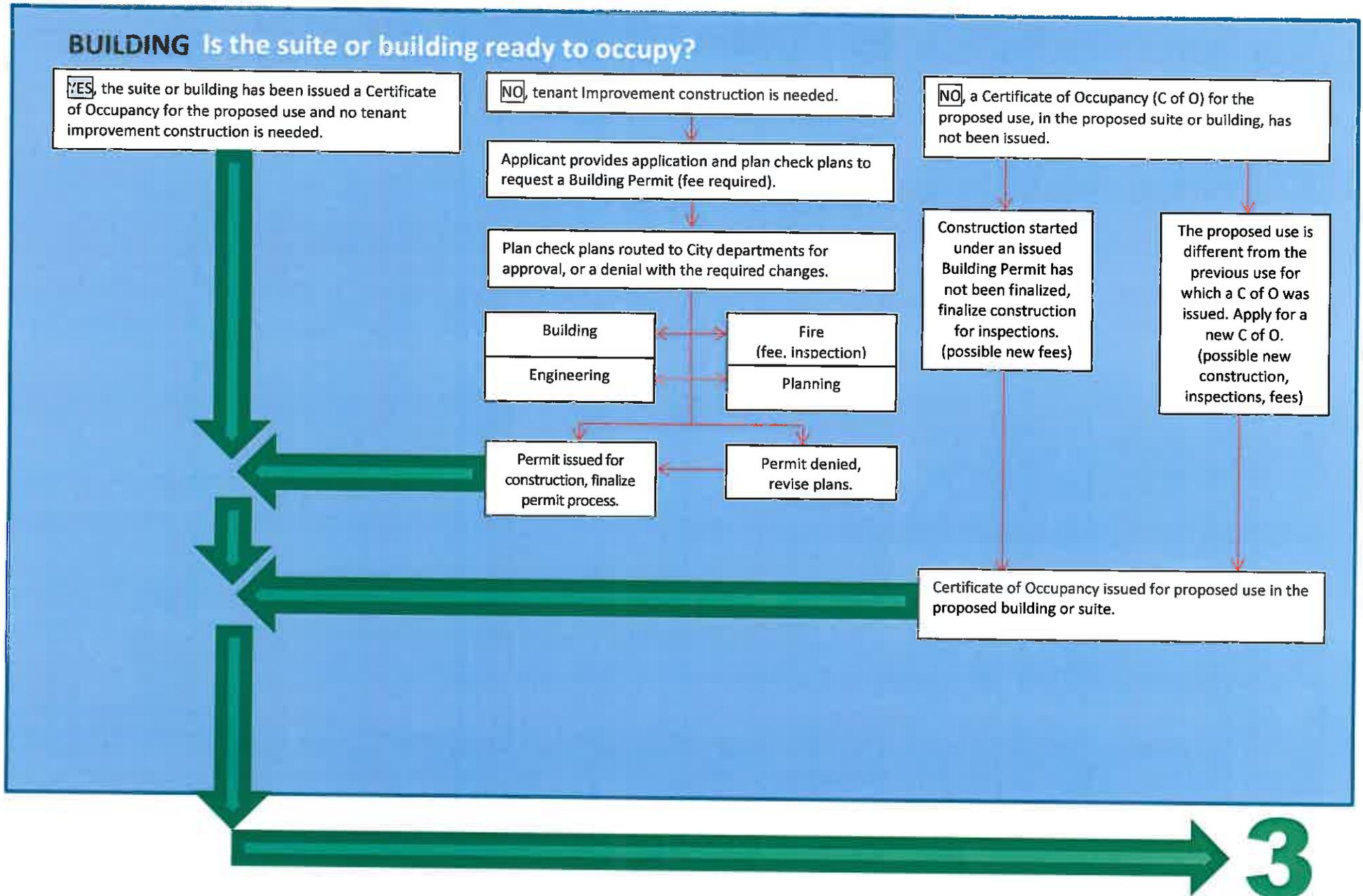
CONTACT NUMBERS:
ENGINEERING:
 (951) 270-5601
PLANNING:
 (951) 270-5682
FINANCE:
 (951) 270-5679

EVENT(S) CAN PROCEED*

*Events can only proceed in accordance with City requirements, permits, agreements, and conditions, as applicable.

2

LAND USE APPROVAL/BUILDING OCCUPANCY/BUSINESS LICENSE PROCESS



3

LAND USE APPROVAL/BUILDING OCCUPANCY/BUSINESS LICENSE PROCESS

BUSINESS LICENSE Am I ready to open my business?

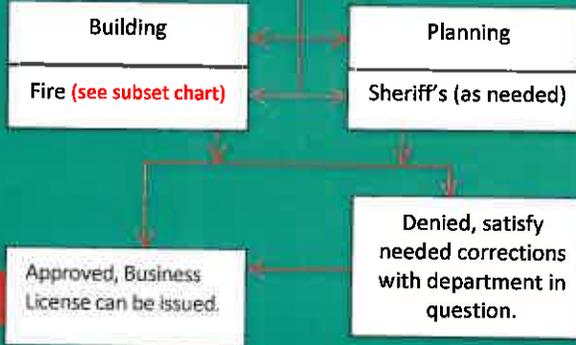
- YES**
- 1) Business License has been issued,
 - 2) The proposed use is compliant with zoning and fire regulations, and any regulations from other departments,
 - 3) Any needed construction is complete, and
 - 4) A Certificate of Occupancy has been issued for the proposed use at the proposed suite.

NO the Business License is not issued, the application process needs to be completed.

Provide completed outside documents and fees.

1. Seller's Permit (state) (tangible goods)
2. Fictitious Business Name (county) (using DBA)
3. Government issued certificates or licenses.
4. Articles of Incorporation.
5. Processing fees and business tax.

Business License application routed to City departments to review for compliance with City codes.

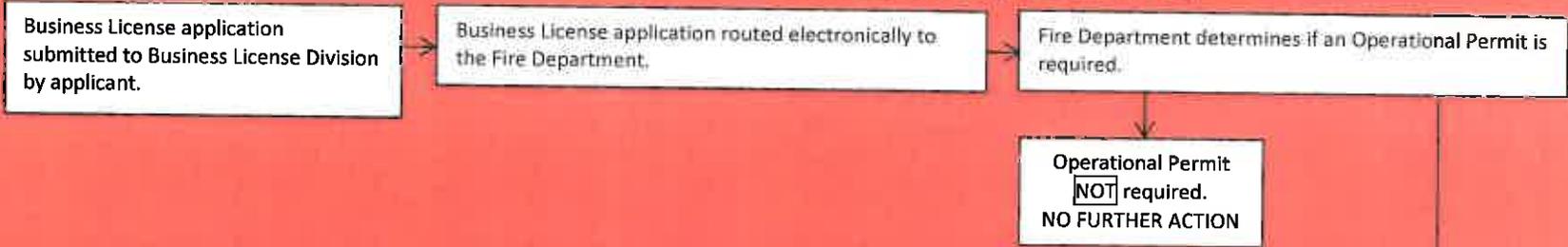


The issuance of a Business License does not constitute or represent compliance with Planning, Building, Fire, or Sheriff's Department Codes or City Ordinances. Each department will notify you directly if your use/occupancy is in violation. Ultimately it is the business owner's responsibility to verify compliance with all Planning, Building, Fire, and Sheriff's Department Codes and Ordinances.

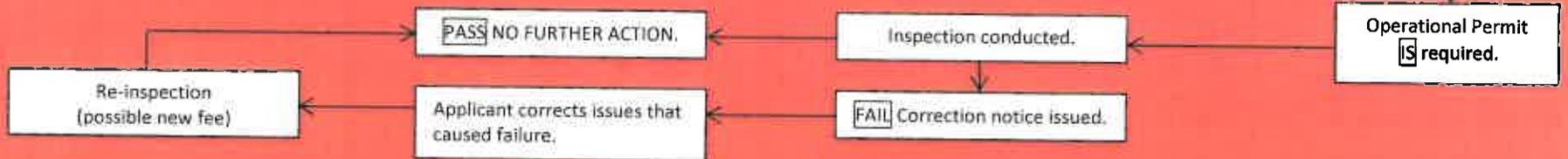
CONTACT NUMBERS:
PLANNING: (951) 270-5682
BUILDING: (951) 270-5618
ENGINEERING: (951) 270-5601
FIRE (non-emergency): (951) 737-8097
SHERIFF'S (non-emergency): (951) 776-1099
BUSINESS LICENSE: (951) 270-5679

LAND USE APPROVAL/BUILDING OCCUPANCY/BUSINESS LICENSE PROCESS

FIRE OPERATIONAL PERMIT ANNUAL REVIEW (BUSINESS LICENSE PROCESSING)

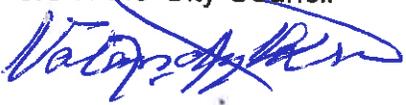


FIRE OPERATIONAL PERMIT ANNUAL REVIEW (FIRE DEPT. PROCESSING)



CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, City Manager 

PREPARED BY: Eric Briddick, Lieutenant

DATE: August 6, 2014

SUBJECT: **Ordinance No. 979, First Reading.** A City-Initiated Proposal to Amend Norco Municipal Code Chapter 9.07 Entitled "Noise Amplification Devices" to "Noise Regulations" and Sections Thereto.

RECOMMENDATION: **Adopt Ordinance No. 979**, for first reading.

SUMMARY: On June 4, 2014, City Council directed Sheriff staff to amend the existing "Noise Amplification Devices" Ordinance - Chapter 9.07. This existing ordinance was limited in content, did not provide exemptions for City and school sponsored events, nor did it contain exemptions for animals and livestock, unique to the lifestyle and culture of the City. Furthermore, the ordinance made enforcement difficult without a "victim," willing or able to make a citizen's arrest.

BACKGROUND/ANALYSIS: In accordance with the direction provided by City Council, Sheriff staff has prepared the proposed ordinance, which includes exemptions for City and school sponsored and/or permitted events, animals, livestock, and to facilities owned and operated by the City of Norco.

The proposed ordinance provides deputies with the ability to use the City's established administrative process and issue an administrative citation for any violation of this ordinance. The fine schedule for a violation of this ordinance would be as follows:

1. One hundred dollars (\$100) for the first violation;
2. Two hundred dollars (\$200) for a second violation occurring within three years of the first violation;
3. Five hundred dollars (\$500) for a third violation occurring within three years of the first violation.

In summary, this proposed ordinance has been tailored to meet the needs of the community, enhance the quality of life for the citizens and provide an additional resource for Sheriff's Staff to keep the peace. It is the recommendation of Staff that City Council adopt this ordinance.

FINANCIAL IMPACT: None.

Attachment: Ordinance No. 979

Agenda Item: 6.B.

ORDINANCE NO. 979

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA, AMENDING NORCO MUNICIPAL CODE CHAPTER 9.07 ENTITLED "NOISE AMPLIFICATION DEVICES" TO CHAPTER 9.07 "NOISE REGULATIONS" AND SECTIONS THERETO

WHEREAS, the City of Norco is authorized by California Constitution Article XI, Section VII to make and enforce within its limits all local, police, sanitary, and other ordinances and regulations and as a policy, the City Council always seeks to ensure public safety is given the highest priority.

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

Section 1: Chapter 9.07 of the Norco Municipal Code is hereby amended as follows:

~~CHAPTER 9.07 "NOISE AMPLIFICATION DEVICES"~~

~~Section 9.07.010 Raucous Noise~~

~~No driver of a vehicle shall operate or permit operation of any radio system intended to make sound audible outside the vehicle when the vehicle is being operated upon a highway, unless such system is being operated to request assistance or warn of a hazardous situation. This section shall not apply to authorized emergency vehicles or vehicles operated by gas, electric, communications, or water utilities. This section shall not apply to the radio systems of vehicles used for advertising, or in parades, political or other special events, except that use of radio systems on such vehicles may be prohibited by a local authority by ordinance or resolution.~~

CHAPTER 9.07 NOISE REGULATIONS

Sections:

9.07.010	Purpose, Intent and Findings
9.07.020	Exemptions
9.07.030	Definitions
9.07.040	General Sound Level Standards
9.07.050	Sound Level Measurement Methodology
9.07.060	Special Sound Sources Standards
9.07.070	Violations and Penalties
9.07.080	Duty to Cooperate

9.07.010 Purpose, Intent and Findings.

The City Council finds, determines and declares that this Chapter has been amended based upon the following facts and purposes:

(1) At certain levels, sound becomes noise and may jeopardize the health, safety or general welfare of Norco city residents and degrade their quality of life. The City Council of Norco hereby declares that noise shall be regulated in the manner described herein. This code is intended to establish city of Norco standards regulating noise. This code is not intended to establish thresholds of significance for the purpose of any analysis required by the California Environmental Quality Act and no such thresholds are hereby established.

9.07.020 Exemptions.

Sound emanating from the following sources is exempt from the provisions of this chapter:

- A. Facilities owned or operated by or for a governmental agency;
- B. Capital improvement projects of a governmental agency;
- C. The maintenance or repair of public properties;
- D. Public safety personnel in the course of executing their official duties, including, but not limited to, sworn peace officers, emergency personnel and public utility personnel. This exemption includes, without limitation, sound emanating from all equipment used by such personnel, whether stationary or mobile;
- E. Public or private schools and school-sponsored activities;
- F. Agricultural operations provided such operations are carried out in a manner consistent with accepted industry standards. This exemption includes, without limitation, sound emanating from all equipment used during such operations, whether stationary or mobile;
- G. City Sanctioned Events. The provisions of this Title shall not apply to those reasonable sounds emanating from occasional public and private outdoor or indoor gatherings that require a city permit, public dances, shows, bands, sporting and entertainment events conducted and in compliance with such permit.
- H. City and other public agency sponsored events.

- I. Private construction projects located within one-quarter (1/4) of a mile from an inhabited dwelling, provided that:
 - 1. Per Ordinance 835, Section 15.0574.010, construction does not occur between the hours of 7:00 p.m. and 8:00 a.m., unless specified by permit.
- J. Property maintenance, including, but not limited to, the operation of lawnmowers, leaf blowers, etc., provided such maintenance occurs between the hours of 8:00 a.m. and 7:00 p.m.
- K. Motor vehicles, other than off-highway vehicles. This exemption does not include sound emanating from motor vehicle sound systems;
- L. Heating, exhaust, and air conditioning equipment;
- M. Safety, warning and alarm devices, including, but not limited to, house and car alarms, and other warning devices that are designed to protect the public health, safety, and welfare;
- N. The discharge of firearms consistent with all state laws;
- O. Sounds produced by any domestic animals and livestock, specifically including dogs and roosters.
- P. Construction related single events or continuous events subject to a permit issued by the city of Norco.

9.07.030 Definitions.

As used in this code, the following terms shall have the following meanings:

- A. Audio Equipment. A television, stereo, radio, tape player, compact disc player, mp3 player, I-POD or other similar device.
- B. Decibel (dB). A unit for measuring the relative amplitude of a sound equal approximately to the smallest difference normally detectable by the human ear, the range of which includes approximately one hundred thirty (130) decibels on a scale beginning with zero decibels for the faintest detectable sound. Decibels are measured with a sound level meter using different methodologies as defined below:

1. A-weighting (dBA) means the standard A-weighted frequency response of a sound level meter, which de-emphasizes low and high frequencies of sound in a manner similar to the human ear for moderate sounds.
 2. Maximum Sound level (L_{max}) means the maximum sound level measured on a sound level meter.
- C. Governmental Agency. The United States, the State of California, Riverside County, City of Norco, any city within Riverside County, any special district within Riverside County or any combination of these agencies.
- D. Land Use Permit. A discretionary permit issued by the City of Norco pursuant to Chapter 18 of the Norco Municipal Code.
- E. Motor Vehicle. A vehicle that is self-propelled.
- F. Motor Vehicle Sound System. A stereo, radio, tape player, compact disc player, mp3 player, I-POD or other similar device.
- G. Noise. Any loud, discordant or disagreeable sound.
- H. Occupied Property. Property upon which is located a residence, business or industrial or manufacturing use.
- I. Off-Highway Vehicle. A motor vehicle designed to travel over any terrain.
- J. Public Property. Property owned by a governmental agency or held open to the public, including, but not limited to, parks, streets, sidewalks, and alleys.
- K. Public or Private School. An institution conducting academic instruction at the preschool, elementary school, junior high school, high school, or college level.
- L. Sensitive Receptor. A land use that is identified as sensitive to noise in the Noise Element of the Riverside County General Plan, as applicable to the City of Norco, of the Norco Municipal Code, including, but not limited to, residences, schools, hospitals, churches, rest homes, cemeteries or public libraries.

M. Sound Amplifying Equipment. A loudspeaker, microphone, megaphone or other similar device.

N. Sound Level Meter. An instrument meeting the standards of the American National Standards Institute for Type 1 or Type 2 sound level meters or an instrument that provides equivalent data.

9.07.040 General Sound Level Standards.

No person shall create any sound, or allow the creation of any sound, on any property that causes the exterior sound level on any other occupied property to exceed the sound level standards set forth in Table 1 of this section or that violates the special sound source standards set forth in Section 9.07.060.

Land Use	LAND USE DESIGNATION NAME	DENSITY	MAXIMUM DECIBEL LEVEL	
			7am-10pm	10pm-7am
Community Development	Estate Density Residential	2 AC	55	45
	Very Low density Residential	1 AC	55	45
	Low Density Residential	1/2 AC	55	45
	Medium Density Residential	2-5	55	45
	Medium High Density Residential	5-8	55	45
	High Density Residential	8-14	55	45
	Very High Density Residential	14-20	55	45
	Highest Density Residential	20+	55	45
	Retail Commercial		65	55
	Office Commercial		65	55
	Tourist Commercial		65	55
	Community Center		65	55
	Light Industrial		75	55
	Heavy Industrial		75	75
	Business Park		65	45
	Public Facility		65	45
	Specific Plan-Residential		65	45
	Specific Plan-Commercial		55	55
	Specific Plan-Light Industrial		65	55
	Specific Plan-Heavy Industrial		75	55
	Estate Density Residential	2 ac	55	45

Rural Community	Very Low Density Residential	1 ac	55	45
	Low Density Residential	1/2 ac	55	45
Rural	Rural Residential	5 ac	45	45
	Rural Mountainous	10 ac	45	45
	Rural Desert	10 ac	45	45
Agriculture	Agriculture	10 AC	45	45
Open Space	Conservation		45	45
	Conservation Habitat		45	45
	Recreation		45	45
	Rural	20 AC	45	45

9.07.050 Sound Level Measurement Methodology.

If the sound standard being applied is measured in decibels, then sound level measurements pursuant to this Section shall be required to establish a violation of this Chapter. If the sound standard being applied is not measured in decibels, then sound level measurements are not required to establish a violation of this Chapter. Sound level measurements may be made anywhere within the boundaries of an occupied property. The actual location of a sound level measurement shall be at the discretion of the enforcement officials identified in Section 9.07.080 of this chapter. Sound level measurements shall be made with a sound level meter. Immediately before a measurement is made, the sound level meter shall be calibrated utilizing an acoustical calibrator meeting the standards of the American National Standards Institute. Following a sound level measurement, the calibration of the sound level meter shall be re-verified. Sound level meters and calibration equipment shall be certified annually.

9.07.060 Special Sound Sources Standards.

The general sound level standards set forth in Section 9.07.040 of this chapter apply to sound emanating from all sources, including the following special sound sources, and the person creating, or allowing the creation of, the sound is subject to the requirements of that section. The following special sound sources are also subject to the following additional standards, the failure to comply with which constitute separate violations of this chapter:

A. Motor Vehicles.

1. Off-Highway Vehicles.

- a. No person shall operate an off-highway vehicle unless it is equipped with a USDA-qualified spark arrester and a constantly operating and properly maintained muffler. A muffler is not considered constantly operating and properly maintained if it is equipped with a cutout, bypass or similar device.

live music unless such activities comply with the following requirements. To the extent that these requirements conflict with any conditions of approval attached to an underlying land use permit, these requirements shall control:

1. Sound-amplifying equipment or live music is prohibited between the hours of ten p.m. and eight a.m.
2. Sound emanating from sound-amplifying equipment or live music at any other time shall not be audible to the human ear at a distance greater than one hundred (100) feet from the equipment or music.

Sound level measurements may be used, but are not required to establish a violation of this subsection.

9.07.070 Violations and Penalties.

- A. Violation of the provisions of this chapter may be enforced pursuant to the enforcement provisions set forth in Title 1 of this Code, including Chapter 1.04, General Penalties, Chapter 20.40, Enforcement and Penalties, Chapter 3.34, Civil Penalties, or Chapter 18.48, Enforcement, Legal Procedures and Penalties.
- B. The fine schedule for a violation of this Chapter enforced pursuant to Chapter 1.04, General Penalties, shall be in the amount of:
 1. One hundred dollars (\$100) for the first violation;
 2. Two hundred dollars (\$200) for a second violation occurring within three years of the first violation;
 3. Five hundred dollars (\$500) for a third violation occurring within three years of the first violation; or
- C. The fines set forth in Sub-section B. of this section may be modified by a resolution of the City Council establishing an administrative citation schedule not to exceed one thousand dollars (\$1,000) per violation and which may include increased fines for repeat violations and penalties.
- D. The City Manager or his designee may reduce the fines set forth in Sub-Sections B. or C. of this Section in the event he or she finds that the violation is not likely to reoccur, the violator cooperated with enforcement officials in attempting to enforce the provisions of this chapter and resolve the issues giving rise to the violation, the actions of the violator giving rise to the violation were not malicious

and were not taken in deliberate disregard of the provisions of this chapter, and the ends of justice would not be served by imposing the full fine.

9.07.080 Duty to Cooperate.

No person shall refuse to cooperate with, or obstruct, the enforcement officials identified in Section 9.07.080 of this chapter when they are engaged in the process of enforcing the provisions of this chapter. This duty to cooperate may require a person to extinguish a sound source so that it can be determined whether sound emanating from the source violates the provisions of this chapter.

Section 2. Effect of Ordinance. This Ordinance is intended to supersede any ordinance or resolution of the County of Riverside in conflict with the terms of this ordinance, and specifically Chapter 9.52 of the Riverside County Code of Ordinances and Riverside County Ordinance No. 847; provided, however, that nothing contained in this Ordinance is intended to nor shall be construed to impair the prosecution or other enforcement action for violations of Chapter 9.52 of the Riverside County Code of Ordinances or Riverside County Ordinance No. 847 for violations occurring prior to the effective date of this Ordinance. The substantive changes to the text of this Ordinance from Riverside County Ordinance No. 847 and Chapter 9.52 are declarative of existing law.

Section 3. CEQA Review. The City Council finds and determines that for the reasons set forth in this Section: (1) the adoption of the proposed ordinance does not fall within the definition of a "project" under the California Environmental Quality Act ("CEQA") because it does not have the potential for resulting in a direct or indirect physical change in the environment (CEQA Guidelines § 15378(a)) and is an administrative activity of the City that will not result in direct or indirect physical changes in the environment (CEQA Guidelines § 15378(b)(5)); (2) the adoption of this proposed ordinance is exempt from the California Environmental Quality Act ("CEQA") because there is no possibility that the proposed ordinance may have a significant impact on the environment (CEQA Guidelines § 15061); (3) The only change to the existing noise regulations applicable in the City of Jurupa Valley by this proposed ordinance is to add administrative citations as an additional tool for the enforcement of the ordinance and clarify existing law. The City Manager or his designee is directed and authorized to file a Notice of Exemption in the manner required by CEQA.

Section 4. Clarification. The City Clerk of the City of Norco shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted in the manner required by law.

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held on August 20, 2014.

Mayor of the City of Norco, California

ATTEST:

Cheryl L. Link, City Clerk
City of Norco, California

I, Cheryl L. Link, 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 August 6, 2014 and thereafter at a regular meeting of said City Council duly held on August 20, 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 August 20, 2014.

Cheryl Link, City Clerk
City of Norco, California