



AGENDA
CITY OF NORCO
CITY COUNCIL

October 1, 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

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

One Potential Case

RECONVENE PUBLIC SESSION: 7:00 p.m.

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

PLEDGE OF ALLEGIANCE: Mayor Berwin Hanna

INVOCATION: Norco Foursquare Church, *Pastor Jared Vieyra*

CITY COUNCIL BUSINESS ITEMS AS FOLLOWS:

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

2. CITY COUNCIL CONSENT ITEMS: *(All items listed under the Consent Calendar are considered to be routine and may be enacted by one motion. Prior to the motion to consider any action by the Council, any public comments on any of the Consent Items will be heard. There will be no separate action unless members of the Council or the audience request specific items be removed from the Consent Calendar. Items removed from the Consent Calendar will be separately considered under Item No.3 of the Agenda.)*
 - A. City Council Minutes:
Regular Meeting of August 20, 2014
Regular Meeting of September 17, 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. Acceptance of Bids and Award of Contract for the Purchase of Two ADA Electric Shuttle Vehicles with Solar Recovery Power. **Recommended Action: Accept bids and award contract to CitEcar Electric Vehicles of Gainseville, Florida in the amount of \$47,393.12 for the purchase of two ADA electric shuttle vehicles with solar recovery power.** (Director of Parks, Recreation and Community Services)
 - D. Award of Annual Service Maintenance Agreements for As-Needed Potable Water and Wastewater System Repairs and Installations. **Recommended Action: Approve the Maintenance Service Agreement for as-needed potable water, reclaimed water and wastewater system repairs and installations; authorize the City Manager to execute the agreement; and adopt Resolution No. 2014-61, appropriating additional funds in the amount of \$150,000 from the Water Capital Improvement Program and \$100,000 from the Sewer Capital Improvement Program Funds.** (Director of Public Works)
 - E. Approval to Declare Various City Assets as Surplus Property.
Recommended Action: Declare various City assets as surplus and authorize the City Manager to dispose of surplus assets through auction, donation to charitable organizations, or electronic recycling (e-cycle). (City Manager)
3. ITEM(S) PULLED FROM CITY COUNCIL CONSENT CALENDAR:

4. CITY COUNCIL CONTINUED PUBLIC HEARING:

- A. **Ordinance No. 980, First Reading.** Code Change 2014-05 (City of Norco): A City-Initiated Code Amendment to Add Chapter 5.56 "Hookah and Smoking Lounges" Prohibiting Hookah and Smoking Lounges in All Zoning Districts within the City.

The proposed Ordinance would expressly prohibit indoor smoking and hookah lounges, whether as a stand-alone business or as an ancillary use to another business. The Ordinance does not prohibit outdoor smoking areas that are ancillary to bars and restaurants and that are currently allowed, however hookah smoking in an otherwise permitted outdoor smoking area would be prohibited.

Recommended Action: Adopt Ordinance No. 980 for first reading.
(Planning Director).

- 5. PUBLIC COMMENTS OR QUESTIONS - *This is the time when persons in the audience wishing to address the City Council regarding matters not on the agenda may speak. Please complete the speaker card in the back of the room and present it to the City Clerk so that you may be recognized.*

6. CITY COUNCIL / CITY MANAGER / STAFF COMMUNICATIONS

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

August 20, 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: 7:00 p.m.

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

PLEDGE OF ALLEGIANCE: Mayor Pro Tem Herb Higgins

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

City Manager Okoro requested to add four potential litigation items to Closed Session.

M/S HIGGINS/BASH to add four potential litigation cases to Closed Session by urgency. 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 matter:

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

RECONVENE PUBLIC SESSION: Mayor Hanna reconvened the public meeting at 7:16 p.m.

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

City Attorney John Harper stated there was no reportable action.

PROCLAMATION:

Lieutenant Daniel Hedge, Riverside County Sheriff's Department

Mayor Hanna recognized Lieutenant Hedge for his dedicated service to the citizens of Norco and congratulated him on his appointment to supervise the Sheriff's Personnel Bureau. Lt. Hedge thanked the Council, staff, and the community. Captain Horton recognized Lt. Hedge's efforts and commitment and presented him with a plaque.

Mayor Hanna called up Tony Baretto to the podium. On behalf of Horseweek, Mr. Baretto presented a check to N.A.R.T in the amount of \$500.

Mayor Hanna called Ed Dixon to the podium. Mr. Dixon commented on the Founders Day Ride in July which raised \$300 for the Veteran's Memorial. Mr. Dixon also commented on a \$500 donation for the Veteran's Memorial from the Lake Norconian Club Foundation and Corrections Officers of the California Rehabilitation Center.

CITY COUNCIL BUSINESS ITEMS AS FOLLOWS:

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

Council Member Bash:

- Attended a meeting with the Navy on August 13, 2014 to discuss the photovoltaic project and other projects.
- Commented on the Norco Fair on Labor Day weekend. On Sunday August 31, twenty Riverside County residents will be sworn into the armed services.
- Commented that a \$1,000 donation was received from Supervisor Tavaglione for the Veteran's Memorial.
- Noted that the National Wheelchair Basketball Association will designate Norco as the pioneering city from 1945. There will be two veteran group exhibition games for inmates on the home court of the Rolling Devils.

Mayor Pro Tem Higgins:

- Nothing to report.

Council Member Newton:

- Attended a Chino Basin Desalter Authority meeting to discuss construction contracts for expansion projects. The Santa Ana River project is at a stand-still due to workers being met with some steel object preventing the drilling portion of the project from moving forward.

Council Member Azevedo:

- Attended the Economic Development Advisory Council this month. The group has new members. Noted one of the discussion topics is an equestrian guide put together by Economic Development Department Intern Kelli Newton. The guide will be ready for the Council's review at the next Council meeting.
- Met with the California Rehabilitation Center and Lake Norconian Club Foundation members Linda Dixon and Su Bacon. The California Rehabilitation Center donated \$500 to girls softball, \$800 to JAAF, and \$500 to the Veteran's Memorial.
- Commented on the success of the Norco Car Show and Sock Hop event and thanked Norco Birthday Committee Chair Geoff Kahan for his work coordinating the event.

Mayor Hanna:

- Attended the Riverside Transit Agency Transportation NOW subcommittee meeting last week. Ridership continues to increase and the subcommittee is proposing to extend service in the City and extend hours to 10:00 p.m. for classes at Norco College.
- Attended the Riverside County Transportation Commission subcommittee meeting regarding the I-15 freeway expansion concerns and the lack of a toll lane exit from the I-15 to the 91 freeway, which could cause cut through traffic in Norco.
- Attended the County-Wide Mayor's meeting in Banning. There were fourteen Mayors in attendance to discuss issues with marijuana dispensaries. The meeting was sponsored by the League of California Cities.
- Attended the Navy Ship Tour of the USS Anchorage in Los Angeles as part of "Navy Days" with City Manager Andy Okoro and City Clerk Cheryl Link.

2. CITY COUNCIL CONSENT ITEMS:

M/S AZEVEDO/BASH to approve Item 2.A. as corrected on page six and to approve the remaining 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:
Regular Meeting of August 6, 2014 (City Clerk)
Action: Approved the City Council Minutes with corrections on page six.
- B. Procedural Step to Approve Ordinance after Reading of Title Only. (City Attorney) **Action: Approved.**
- C. Recap of Actions Taken by the Planning Commission at its Meeting held on August 13, 2014. (Planning Director) **Action: Received and filed.**
- D. Acceptance of Offer from Riverside County Flood Control and Water Conservation District of Dedication for Second Street Right-of-Way. (Public Works Director) **Action: Accepted the offer of dedication.**
- E. Acceptance of the Various Streets Slurry Seal Project as Complete. (Director of Public Works) **Action: Accepted the Various Streets Slurry Seal Project as complete and directed the City Clerk to file the Notice of Completion with the County of Riverside.**
- F. Approval of "Straight Trail Talk" Flyer to Be Mailed to Norco Residents Regarding Homeowner Trail Maintenance. (Director of Parks, Recreation, and Community Services) **PULLED FOR DISCUSSION.**

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

- F. Approval of "Straight Trail Talk" Flyer to Be Mailed to Norco Residents Regarding Homeowner Trail Maintenance. (Director of Parks, Recreation, and Community Services)

Council Member Bash suggested making the font size bigger on the flyer for easier reading. Council Member Bash expressed his appreciation in the City's efforts to notify residents about homeowner trail maintenance.

M/S BASH/HANNA to approve the flyer to be mailed to Norco residents regarding homeowner trail maintenance. The motion was carried by the following roll call vote:

AYES: AZEVEDO, BASH, HANNA, HIGGINS, NEWTON

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

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

- A. **Ordinance No. 978, Second 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).

M/S HIGGINS/BASH adopt Ordinance No. 978. The motion was carried by the following roll call vote:

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

- B. **Ordinance No. 979, Second 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.

M/S HANNA/HIGGINS adopt Ordinance No. 979. 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 ITEMS:

- A. Equestrian Trail Parking Violation Enforcement. (Police Chief)

Lt. Briddick presented a brief report regarding trail parking violation enforcement as presented in the staff report. Lt. Briddick commented on addressing perceptions of inadequate enforcement of horse trail violations on weekends and current deployment efficiency concerns. Lt. Briddick gave background information on the Norco Citizens Patrol and equated it to a neighborhood watch program. Lt. Briddick expressed his concerns with Norco Citizens Patrol not being equipped or trained to handle confrontations. Lt. Briddick recommended not proceeding with Norco Citizens Patrol handling trail parking enforcement.

In response to Mayor Hanna, Director of Parks, Recreation and Community Services Brian Petree indicated that Animal Control Officers write warnings any time violations are seen, not just on Saturdays.

Mayor Pro Tem Higgins concurred with some of the recommendations and indicated he is looking forward to the implementation of the program. Council Member Azevedo concurred with not using Norco Citizens Patrol.

Ted Hoffman commented on the great report and concurred not using Norco Citizens Patrol. Mr. Hoffman also suggested hiring two community service officers.

M/S NEWTON/BASH to approve the proposed Sheriff staff plan. The motion was carried by the following roll call vote:

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

- B. Removal of Traffic Signal at Hidden Valley Parkway and Corona Avenue.
(Director of Public Works)

Director of Public Works Lori Askew presented information as noted in the staff report and requested direction from the City Council.

In response to Mayor Pro Tem Higgins, Director Askew stated that the signal maintenance is \$83 per month. Ms. Askew also responded that the City of Corona doesn't wish to purchase the signal, instead only purchasing components of it as long as it meets their current signal standards.

In response to Council Member Newton, Director Askew indicated that the City of Corona needs the signal to be kept in place six to eight months because they may have to go out to bid for design and conduct a traffic study for a signal at Via Blairo.

Pat Overstreet commented that she has lived on the street for thirty-six years and is concerned about opening it to four lanes of traffic. Ms. Overstreet expressed that it is imperative that the City prevent any more cut through traffic.

Jodie Webber commented that the removal of the signal is counterproductive. Ms. Webber expressed her concerns that removing the sign would create a safety hazard.

Ted Hoffman concurred with Ms. Webber. He stated that the signal serves a purpose – it slows the traffic coming down Hidden Valley Parkway. Mr. Hoffman also said that he is not in favor of opening Corona Avenue.

Denise Sutherland stated that she is in favor of removing the traffic signal. She said she was never intended to inconvenience residents.

Lance Gregory indicated that he opposes removal of the traffic signal and wants to know the costs involved in removing it versus paying the maintenance fee. Mr. Gregory stated that he has seen many accidents there and requested that this issue be taken back to the Streets, Trails, and Utilities Commission for review.

Council Member Azevedo stated that Via Blairo is the issue and asked why a signal is needed on one street to protect another. Council Member Azevedo expressed her support for removing the signal and that keeping Corona Avenue closed maintains the City's lifestyle.

In response to Council Member Newton, Director King stated that the goal of the circulation element is to maintain the City's lifestyle. Council Member Newton commented that safety should not be compromised and address the real issue by closing Corona Avenue permanently.

Mayor Pro Tem Higgins gave a brief history of the Corona Avenue closure. Mayor Pro Tem Higgins suggested removing the signal and closing Corona Avenue permanently.

Council Member Bash concurred with Mayor Pro Tem Higgins. In response to Council Member Bash, Mr. Thompson indicated that he would need to look at the poles and mast arms of the signal to see if they could be used elsewhere in the City.

Mayor Hanna concurred with this being a safety issue as the signal slows down traffic.

M/S AZEVEDO/HIGGINS to remove the traffic signal at Hidden Valley Parkway and Corona Avenue. The motion was carried by the following roll call vote:

AYES: AZEVEDO, BASH, HIGGINS, NEWTON

NOES: HANNA

ABSENT: NONE

ABSTAIN: NONE

- C. Resolution Electing to Serve as the Successor Housing Agency of the Norco Community Redevelopment Agency and Retain the Housing Assets and Functions Previously Performed by the Norco Community Redevelopment Agency, Pursuant to Health and Safety Code Section 34176. (City Manager)

City Manager Okoro presented brief information as noted in the staff report. Mr. Okoro indicated that the resolution, if approved, will also need to be approved by the Oversight Board and the California Department of Finance.

Scott DeRosa commented that it is important that the City approve the Successor Housing Agency.

Diane Foster said she bought her home in Norco in 2007 and then lost her job. Ms. Foster discussed her issues with the loan and requested that the City approve the Successor Housing Agency to help negotiate settlements.

Council Member Bash and Mayor Pro Tem Higgins both expressed their support for the creation of the Successor Housing Agency.

In response to Council Member Newton, City Manager Okoro indicated that the Successor Housing Agency will continue to fulfill responsibilities until there are not available funds to continue the program.

M/S HANNA/BASH to adopt Resolution No. 2014-56, rescinding Resolution No. 2012-02 and electing to retain the housing assets and functions previously performed by the Norco Community Redevelopment Agency in accordance with Section 34176 of the Health and Safety Code. The motion was carried by the following roll call vote:

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

- D. Discussion on the Response Letter from the State Historic Preservation Officer to the Naval Weapons Station Seal Beach Detachment Norco Regarding Continuation of Consultation Under USN101129A – National Register of Historic Places Eligibility Status of Properties at Detachment Norco. (City Manager)

City Manager Okoro gave information as presented in the staff report. Historical Resources Consultant Bill Wilkman provided additional information on the State Historic Preservation Office's (SHPO) determination. SHPO concurred with Navy findings and SHPO took it a step further by noting the gate does not qualify as a historical resource, the landscape does not qualify, and nothing on site is eligible.

Mr. Wilkman stated that the Historic Preservation Advisory Council (HPAC), a federal agency, is responsible for looking at issues related to determinations. HPAC has been very receptive and indicated a willingness to look at the information. HPAC has no role in the determination but can ask for more work to be done.

Mr. Wilkman recommended that the City continue the research of historical resources, send a letter to SHPO stating the City's disagreement of their findings and concern of lack of communication, and suggested sending a copy of the letter to legislators.

Council Member Azevedo commented on her support for Mr. Wilkman's recommendations.

Denise Sutherland thanked the Council for their support of ongoing historical resources.

Patricia Overstreet stated that she is a new member on the Historic Preservation Commission and is frustrated with the process. Ms. Overstreet urged the Council to support Mr. Wilkman's recommendations.

Matthew Potter, Chair of the Historic Preservation Commission, agreed with Mr. Wilkman's suggestions.

Denise Shoemaker suggested that the City continue with historical resources survey. Ms. Shoemaker commented on the photovoltaic project having an effect on birds and airplane pilots complaining about glare.

Council Member Bash thanked the Commission Members for attending. He expressed his

support for the Navy but indicated that there is a great amount of evidence supporting historical resources on the Navy Base property.

Mayor Pro Tem Higgins expressed his appreciation for the efforts of everyone involved and noted the need to continue with the survey.

Council Members Azevedo and Newton concurred.

M/S BASH/HIGGINS to continue with the City's historical resources survey, send a letter to the State Historic Preservation Office indicating the City's disagreement with the determination and lack of communication, and send copies of the letter to legislators. The motion was carried by the following roll call vote:

AYES: AZEVEDO, BASH, HANNA, HIGGINS, NEWTON

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

6. PUBLIC COMMENTS OR QUESTIONS:

David Madsen, regional representative for AQMD, introduced himself to the Council as he has just been assigned to the region three months ago. Mr. Madsen commented that a major issue the agency is working on is pollution from mobile sources. Mr. Madsen also offered to display a hydrogen car at a future Council meeting.

Ted Hoffman commented that the George Ingalls Equestrian Event has hosted major events over the past three weekends and expressed his concerns on the condition and aesthetics of Sixth Street. Mr. Hoffman stated that the weeds and debris do not represent the City favorably to visitors. Mr. Hoffman indicated that Norco Horsemen's Association decided to support a "No" vote on Measure L and asked for support.

7. CITY COUNCIL / CITY MANAGER / STAFF COMMUNICATIONS

Council Member Azevedo noted that the California Rehabilitation Center population is down to 2,700. Council Member Azevedo noted that the City is moving forward with a healthy community resolution.

Council Member Azevedo requested to agendaize a formal resolution opposing Measure L.

M/S AZEVEDO/BASH to direct staff to prepare a formal resolution declaring the City's opposition to the City of Riverside's Measure L. The motion was carried by the following roll call vote:

AYES: AZEVEDO, BASH, HANNA, HIGGINS, NEWTON

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

Council Member Newton commented on the funds collected to assist seniors with their water bills and the City has not found ways to administer the funds. City Manager Okoro indicated that the Successor Housing Agency approved this evening will address the issue and will bring back other assistance programs.

Council Member Newton commented about a resident who fell off a horse while riding on the trails on Corona Avenue between Second Street and Third Street. Council Member Newton asked for a remedy to the trail encroachments.

Water and Sewer Manager Bill Thompson stated that the Streets, Trails and Utilities Commission recommended on three different occasions to post signs indicating unsafe trails.

M/S NEWTON/HANNA to agendize discussion of the trail encroachments on Corona Avenue between Second Street and Third Street for the September 17, 2014 meeting. The motion was carried by the following roll call vote:

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

Council Member Newton commented on the use of certified volunteers to supervise court workers. In response, Director Petree stated it is a risk management question and will be researched.

Mayor Pro Tem Higgins requested to agendize the permanent closure of Corona Avenue.

M/S HIGGINS/BASH to agendize discussion regarding the permanent closure of Corona Avenue. The motion was carried by the following roll call vote:

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

Council Member Bash commented on improving enforcement of the panhandler ordinance. City Manager Okoro stated that staff will review the ordinance.

Council Member Bash also commented on the costs for special events permit. City Manager Okoro stated that he and Director King will review the costs and meet with Council Member Bash.

Mayor Hanna commented that weed abatement has improved but more needs to be done. Mr. Geoff Kahan commented that the Boy Scouts are coordinating with Norco Horsemen's Association for trail clean up.

City Manager Okoro reminded the Council and the public that the September 3, 2014 meeting has been cancelled. Mr. Okoro also commented on the grand opening ceremony for the Fairfield Inn and Suites on Tuesday, September 9, 2014.

ADJOURNMENT

Mayor Hanna adjourned the meeting at 9:53 p.m.

CHERYL L. LINK, CITY CLERK



MINUTES
CITY OF NORCO
CITY COUNCIL

September 17, 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:

7:00 p.m.

ROLL CALL:

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

PLEDGE OF ALLEGIANCE:

Council Member Greg Newton

INVOCATION:

Corona Church of the Open Doors, *Pastor Fred Griffin*

PRESENTATION:

Donation for the George A. Ingalls Veteran's Memorial

Geoff Kahan, Chair of the Rock Around Norco Car Show and Sock Hop event, presented the City with a donation of \$1,309.11 for the George Ingalls Veteran's Memorial. The donated funds were proceeds from the Car Show and Sock Hop event. Mr. Kahan thanked all the sponsors, including Bob's Big Boy Restaurant.

RECOGNITIONS:

Bob's Big Boy, Sponsor of the "Rock Around Norco Car Show & Sock Hop"

Geoff Kahan, Chair of the Rock Around Norco Car Show and Sock Hop event, presented the owners and managers of Bob's Big Boy Restaurant with a plaque in appreciation of their sponsorship and commitment to the successful event. Mr. Kahan commented on the proud relationship and partnership.

Norco Girls 8U Softball All-Stars, ASA Champions

Mayor Hanna presented the coaches and the girls with certificates recognizing them for their achievements. The coaching staff commented on the girls' hard work which included putting in over 50 hours of practice in two months. The team ended with a 6-1 record and one state title.

PROCLAMATIONS:

Constitution Week, September 17-23, 2014

Mayor Hanna presented a proclamation for Constitution Week to representatives from the Daughters of the American Revolution.

Adult Literacy Awareness Month, September 2014

Mayor Hanna presented a proclamation to representatives from the County of Riverside. They commented there were over 4.3 million visits to libraries throughout Riverside County and 122,000 visits to the Norco Library last year. Many reading programs are offered at the Norco Library including the adult book club, tutoring, and ESL classes.

CITY COUNCIL BUSINESS ITEMS AS FOLLOWS:

1. A. SILVERLAKES EQUESTRIAN & SPORTS PARK UPDATE

City Manager Andy Okoro presented a brief update about two key items related to the Silverlakes property. The first item Mr. Okoro commented on is weed abatement. Mr. Okoro stated that Balboa retained a contractor for weed abatement, which is scheduled to be completed in the next several days. The second item Mr. Okoro commented on is the State Controller's routine audit of the Redevelopment Agency dissolution. The audit looks at asset transfers after January 1, 2011 to be sure they are in compliance. The audit was conducted in June 2014 and an exit conference by the auditors advised the City Manager and the Accounting Manager that they found no exceptions aside from only one finding, which was the transfer of the property from the redevelopment agency to the City because the transfer occurred on June 30, 2011. The response to the initial finding is that the City believes it is valid because the process of entering into the agreement with Belstarr began

in 2008 and the transfer was grandfathered in. Once the State Controller's Office issues the draft report, the City will respond and a final report will be released.

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

Council Member Bash:

- Attended a Riverside Conservation Authority meeting.

Council Member Newton:

- Toured the Chino Basin Deslater Authority II building. The treatment processes at this building include Reverse Osmosis and Ion-Exchange for removal of nitrate and total dissolved solids.

Council Member Azevedo:

- Attended the CNUSD Schools Committee meeting to discuss various topics including a joint use agreement with Norco High School for use of the pool in the summer for youth and seniors. CNUSD is moving forward with Measure GG which would provide many benefits to Norco schools including fencing and WiFi. Also discussed was the possible use of banners on Sixth Street for high achieving students.
- Attend the League of California Cities Annual Conference in Los Angeles. Council Member Azevedo commented on the great ideas presented and sessions attended.
- Commented on Western Riverside Council of Government's HERO Program and urged residents to take part in the program.
- Met with the Birthday Committee. Council Member Bash agreed to put together a birthday album and anyone interested in providing Norco pictures can bring them to City Hall.

Mayor Hanna:

- Attended the League of California Cities Annual Conference in Los Angeles and commented on the resolution up for vote at the conference regarding marijuana dispensaries.
- Attended Riverside County Transportation Commission meeting in which eminent domain for a specific property in Corona was discussed.
- Attended the Riverside Transit Agency Transportation Now Committee meeting. A representative from Norco College will now serve on the Committee.
- Commented on the Veteran's Memorial and the many donations for services and materials received. The dedication ceremony will take place on November 11, 2014 at 10:00 a.m.

2. CITY COUNCIL CONSENT ITEMS:

Council Member Bash pulled Consent Calendar Items 2.E., 2.F., 2.G., 2.J., and 2.K. and Public Works Director Askew pulled Consent Calendar Item 2.H. for disucction

M/S AZEVEDO/BASH to adopt the remaining items as recommended on the Consent Calendar. The motion was carried by the following roll call vote:

AYES: AZEVEDO, BASH, HANNA, NEWTON

NOES: NONE

ABSENT: HIGGINS

ABSTAIN: NONE

- A. City Council Minutes:
Joint Study Session Meeting of August 6, 2014
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 September 10, 2014. **Action: Received and filed.**
- D. Resolution Supporting Riverside County Coalition's and Western Riverside Council of Governments' Healthy Cities Concept. **Action: Adopted Resolution No. 2014-57, supporting healthy active living in the City of Norco.**
- E. Norco History Collections Policies and Procedures Manual. **PULLED FOR DISCUSSION.**
- F. Approval of Payment of California Public Employees' Retirement System (CalPERS) Replacement Benefit Fund. **PULLED FOR DISCUSSION.**
- G. Resolution Expressing Opposition to the City of Riverside's Measure L. **PULLED FOR DISCUSSION.**
- H. Request to Amend the Traffic Signal and Street Lighting Maintenance Agreement between the City of Norco and the City of Corona. **PULLED FOR DISCUSSION.**
- I. Implementation of Water Conservation Restrictions. **Action: Adopted Resolution No. 2014-59, supporting the State of California Emergency Regulation for Statewide Urban Water conservation due to severe drought conditions and establish local water conservation restrictions.**
- J. Norco Area Chamber of Commerce & Visitors Center 2013 Annual Report. **PULLED FOR DISCUSSION.**
- K. Acceptance of Quotes and Award of Contract for Electrical and Lighting Materials for the George Ingalls Veterans Memorial Plaza Project. **PULLED FOR DISCUSSION.**

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

E. Norco History Collections Policies and Procedures Manual. (City Manager)

Council Member Bash pulled this item to present historical artifacts.

Historic Preservation Commissioner Denise Sutherland spoke briefly about the manual and thanked the Council for taking the time to review it.

Council Member Bash stated that he already made suggestions to staff for the manual and they are working on it. Council Member Bash commented on the wheelchair basketball program that occurred on the Navy Base. He presented the Chair of the Norco Historical Preservation Commission with the Commission's first artifacts – a Rolling Devils trophy and over 30 photographs. The trophy and photographs are from the Rolling Devils wheelchair basketball team during their time at the Naval Hospital.

Chair Matthew Potter accepted the historical artifacts and thanked Council Member Bash for his time in acquiring the artifacts. Chair Potter added that he hopes to have the Community Center room ready by the December 28th City's birthday event to allow for tours of the historical artifacts.

M/S BASH/HANNA to receive and file. The motion was carried by the following roll call vote:

AYES: AZEVEDO, BASH, HANNA, NEWTON

NOES: NONE

ABSENT: HIGGINS

ABSTAIN: NONE

F. Approval of Payment of California Public Employees' Retirement System (CalPERS) Replacement Benefit Fund. (City Manager)

Council Member Bash pulled the item to ask City Manager Okoro to explain this item. City Manager Okoro briefly explained that the Internal Revenue Code limits the amount of annual retirement benefit an individual can receive from a tax-qualified defined benefit pension plan such as Cal PERS. When a retiree's annual retirement allowance exceeds the limit, CalPERS invoices the retiree's former employers for the excess amounts. For 2014, the City has two employees, which it has been invoiced in the amount of \$3,248.

Council Member Newton asked that if the obligations are unknown, then how can the City estimate future costs in the budget. In response, City Manager Okoro stated that the \$3,248 will be the base amount used until another retiree comes into the category.

M/S BASH/HANNA to approve payment of CalPERS Replacement Benefit Fund. The motion was carried by the following roll call vote:

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

G. Resolution Expressing Opposition to the City of Riverside's Measure L. (City Attorney)

Council Member Bash discussed the impact of Measure L.

Council Member Newton asked that City Attorney Burns read a letter from Riverside Mayor Pro Tem Jim Perry into the record and it be included as an attachment to the minutes (Exhibit A).

M/S BASH/HANNA to adopt Resolution No. 2014-58, expressing the City Council's opposition to the City of Riverside's Measure L. The motion was carried by the following roll call vote:

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

H. Request to Amend the Traffic Signal and Street Lighting Maintenance Agreement between the City of Norco and the City of Corona. (Director of Public Works)

Director Askew pulled the item to note a correction under Financial Impact. The correction should state \$750 for each signal.

M/S BASH/HANNA to approve the amendment to Exhibit "A" of the traffic Signal and Street Lighting Maintenance Agreement between the City of Norco and the City of Corona. The motion was carried by the following roll call vote:

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

J. Norco Area Chamber of Commerce & Visitors Center 2013 Annual Report. (City Manager)

Council Member Bash stated that he is impressed with the work the Chamber has done and thanked the Board for their efforts.

M/S BASH/AZEVEDO to receive and file. The motion was carried by the following roll call vote:

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

K. Acceptance of Quotes and Award of Contract for Electrical and Lighting Materials for the George Ingalls Veterans Memorial Plaza Project. (Director of Parks, Recreation and Community Services)

Council Member Bash thanked Sparky Panzer for his donated work on the Veteran's Memorial.

M/S BASH/AZEVEDO to accept quotes and award contract to Walters Wholesale electrical Supply and authorize the City Manager to execute a purchase order. The motion was carried by the following roll call vote:

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

4. CITY COUNCIL DISCUSSION / ACTION ITEMS:

A. Review of the Equestrian Resource Directory. (Economic Development Consultant)

Economic Development Consultant Roger Grody gave a brief presentation on the directory. Mr. Grody stated that the directory is a valuable tool to visitors and residents. It is everything an equestrian enthusiast is looking for. The directory speaks to the Horsetown USA identity. Mr. Grody noted that the directory captures a diverse audience and commented that it is part of a larger marketing effort. The design is customizable based on seasonal events. Mr. Grody thanked the equestrian subcommittee and Intern Kelli Newton for their work in producing this directory.

Mayor Hanna thanked staff for their work. Council Member Azevedo expressed her excitement about the brochure and suggested including language or a website address where residents and visitors can go to view all events.

M/S BASH/HANNA to approve the directory. The motion was carried by the following roll call vote:

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

B. Pedestrian-Equestrian Trail Encroachments on Corona Avenue between Second Street and Third Street. (Director of Public Works)

Director of Public Works Lori Askew presented brief information as noted in the staff report. Director Askew indicated that in the past few months, it has been reported that there have been riding accidents attributed to the paving of asphalt across the trail at driveways. Staff was requested to investigate the encroachments. Director Askew presented the Council with various photos of the affected area.

Glen Hedges requested that the City take the position that the Norco Horsemen's Association took in 1999, which was no reduction in trails. Mr. Hedges indicated that encroachments require a permit otherwise it is considered a code violation. Mr. Hedges stated that removing railroad ties should be a first priority.

Merrienne Bouchard-Taylor spoke on behalf of neighbors that have been injured while riding this section of trail. Ms. Bouchard-Taylor stated that the trails should be addressed if the City is reaching out for people to visit our community.

Randy Boicourt commented that his horse went down on that section of the trail and that residents should be required to correct the issue.

Maureen Musgrave spoke on behalf of trail riders and talked about injuries to her and her horse as a result of a fall while riding that section of trail. Ms. Musgrave stated that the City has a duty to provide safe trails and asked that the trails be fixed.

Renee Jones commented on the dangerous conditions on that section of trail and encouraged the City not to close the trail.

Rhonda Miller spoke about her injuries due to a fall while riding on that section of trail.

Joanne Aikins stated that she lives on Corona Avenue and sees many pedestrians and equestrians use that trail and sees the dangers.

Harvey Sullivan stated that closing the trail is not an option. Mr. Sullivan commented that the trail is the public right-of-way and no permission is needed to remove the encroachments.

Ted Hoffman commented that anything in the easement is an encroachment. Mr. Hoffman also commented on DG with binders and encouraged the City to look at new products.

Council Member Bash commented on due process but expressed his concerns as to why the encroachments have not been removed. Council Member Bash stated his support in spending \$28,000 to remove the encroachments.

Council Member Newton stated that he does not support closing trails and does not support a public workshop to discuss this issue. Council Member Newton stated that impacted properties should be noticed for removal. Council Member Newton asked City Manager Okoro for a removal strategy and schedule by the end of the week.

Council Member Azevedo concurred with Council Members Bash and Newton and stated that closing trails is not a consideration. Council Member Azevedo also agreed with public comments on alternative materials. Council Member Azevedo expressed

her opposition to stamped asphalt. She stated supporting the approval of \$28,000 for removal of the encroachments and sending letters to residents.

Mayor Hanna concurred and suggested getting started immediately.

In response to Council Member Bash, City Attorney Burns stated that homeowners could be invoiced for the encroachment removal if the encroachment is on the horsetrail.

City Attorney Burns discussed due process and stated to notice residents.

M/S AZEVEDO/BASH to declare Corona Avenue between Second Street and Third Street a trail hazard/emergency and approve \$28,000 to remove the trail encroachments with prior noticing; to also begin the process of trail encroachment removal throughout the City by providing nuisance hearing notices to the property owners affected; and to replace encroachments with materials not including stamped asphalt. The motion was carried by the following roll call vote:

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

Mayor Hanna recessed the meeting at 9:32 p.m. and reconvened the meeting at 9:38pm.

5. CITY COUNCIL PUBLIC HEARINGS:

- A. A Resolution Amending the City's Comprehensive Fee Resolution to Update and Adjust the Development Impact Fee Schedule. (City Manager)

City Manager Andy Okoro presented brief information as noted in the staff report.

Mayor Hanna opened the public hearing at 9:58 p.m., indicating that proper notification had been made and asked for the appearance of those wishing to speak.

Nathan Miller, of Building Industry Association of Southern California, stated that he attended the May 7, 2014 City Council meeting. At that meeting he said he indicated that the City was not using correct census data and was including the prison population in the study. Mr. Miller claimed that the City has the highest development impact fees in the County.

Mayor Hanna closed the public hearing at 10:02 p.m., bringing the discussion back to Council Members.

Council Member Azevedo expressed her concerns with rates being higher than other cities. City Manager Okoro indicated that the proposed fees are driven by what is based on the master facilities study. The proposed fees are needed in order to maintain the City's standard.

Water and Sewer Manager Bill Thompson stated that the fees are needed for expansion and are not used to repair roads. Mr. Thompson added that most communities build on quarter acre lots whereas Norco builds on full half-acre lots which makes it difficult to compare fees. Mr. Thompson concluded that the Norco Municipal Code has a provision that allows developers to appeal to the City Council for a reduction in fees.

Council Member Bash expressed his concern with the lack of notification.

City Manager Okoro indicated that a public hearing was noticed on April 16, 2014 and continued to May 7, 2014 to accommodate Mr. Miller. The study has not changed since its initial introduction to Council on April 16, 2014.

City Attorney Colin Burns noted that the statute states that proper notification for at least one hearing is required, which was provided for the May 7, 2014. However, Mr. Burns commented on language in the staff report indicating "modifications" and, therefore, recommended rescheduling the hearing to allow for the 14-day noticing requirement.

M/S BASH/AZEVEDO to re-introduce this public hearing for a future meeting to allow for the 14-day noticing requirement. The motion was carried by the following roll call vote:

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

- B. **Ordinance No. 980, First Reading.** Code Change 2014-05 (City of Norco): A City-Initiated Code Amendment to Add Chapter 5.56 "Hookah and Smoking Lounges" Prohibiting Hookah and Smoking Lounges in All Zoning Districts within the City. (Planning Director).

Planning Director Steve King noted that a restaurant owner wishing to speak on this item requested to have this item continued as he had to leave due to an emergency.

Council Member Bash suggested granting the request and continuing the hearing. The City Council concurred.

M/S AZEVEDO/BASH to continue the public hearing to the October 1, 2014 City Council meeting. The motion was carried by the following roll call vote:

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

6. PUBLIC COMMENTS OR QUESTIONS

Jimbo Williamson commented on new 3-foot clearing law for bicycles. Mr. Williamson commented the lack of space on North Drive between California and Valley View to accommodate for this new law.

Brad Werler commented on the ban on medical marijuana dispensaries. He requested that the City consider the use with proper licensing guidelines. Mayor Hanna referred Mr. Werler to speak with Lt. Briddick.

Geoff Kahan spoke on behalf of BSA Troop 33. Mr. Kahan invited the public and Council to attend the BSA Temescal District 2014 Distinguished Citizens event honoring Corona-Norco Unified School District Board Member Cathy Sciortino and Norco City Council Member Kevin Bash.

Frank Taylor requested that the City Council consider scheduling a study session to discuss a conceptual program for unmanned aerial systems.

Karen Leonard commented on a Public Records Request she submitted on August 28, 2014 as a result of plans she submitted for a permit. Ms. Leonard claimed that her plans were resubmitted by someone else other than herself.

Robert Leonard spoke about a Public Records Request his wife submitted in August. Mr. Leonard stated that he was told by staff that his plans would be voided and returned to him. Mr. Leonard said that later he was told the plans could not be returned to him. Mr. Leonard requested a meeting with the City Manager and the City Attorney.

7. CITY COUNCIL / CITY MANAGER / STAFF COMMUNICATIONS

Council Member Newton requested to agendize discussion of the gateway section of California Avenue and North Drive regarding traffic and to look at innovative traffic calming measures.

M/S AZEVEDO/BASH to agendize discussion of traffic calming measures for California Avenue and North Drive. The motion was carried by the following roll call vote:

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

Council Member Newton asked about the procedure to acquire proper equipment needed for the City. Specifically, Council Member Newton discussed purchasing a vibratory roller. Mr. Thompson stated that the City has a roller which was purchased in 1999. City Manager Okoro stated that staff will discuss and explore this concern.

Council Member Newton commented on street markings being on the street for so long that they are fading. There was some discussion between Council Member Newton and Director Askew and Council Member Newton agreed to let Ms. Askew know which markings need attention as he sees them.

Council Member Newton commented on Council direction taken back several months ago directing staff to look at full cul-de-sac trails. City Manager Okoro and Director King stated that would look back at the minutes for clarification.

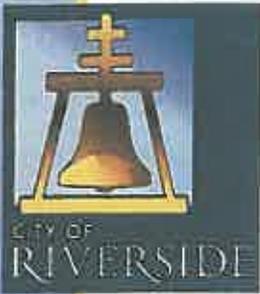
Council Member Newton asked who is charged when court workers sit on trail fencing and the fencing breaks. Director Petree stated that traditionally, they are not charged.

Mayor Hanna asked how often fire hydrants are opened and tested. In response, Mr. Thompsen stated that the exercise is done annually and the process is started where the water quality is an issue. Staff is working on completing the testing throughout the City within the next 18 months.

ADJOURNMENT

Mayor Hanna adjourned the meeting at 10:45 p.m.

Cheryl L. Link, City Clerk

**Office of the City Council**

September 17, 2014

Mayor Berwin Hanna, bhanna@ci.norco.ca.us
Mayor Pro Tem Herb Higgins, hhiggins@ci.norco.ca.us
Council Member Kathy Azevedo, kazevedo@ci.norco.ca.us
Council Member Kevin Bash, kbash@ci.norco.ca.us
Council Member Greg Newton, gnewton@ci.norco.ca.us
City of Norco

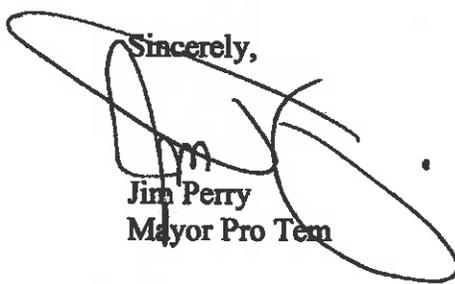
Subject: Proposed Resolution No. 2014-58

Dear Mayor and Council Members:

This letter is to clarify a statement made in the above-referenced resolution that is being presented to you this evening. The characterization of the opinion of the Riverside City Attorney in the Impartial Analysis for Measure L is different than the actual language of said Impartial Analysis. The relevant Impartial Analysis language actually reads: "A legal question exists regarding whether Measure L's limitation on allowable uses within the La Sierra Hills would constitute a taking of private property without just compensation under the federal and State constitutions."

We would ask that the record accurately reflect what the Impartial Analysis states. Thank you.

Sincerely,



Jim Perry
Mayor Pro Tem

cc: Cheryl L. Link, City Clerk, clink@ci.norco.ca.us

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of City Council

FROM: Andy Okoro, City Manager 

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

DATE: October 1, 2014

SUBJECT: Acceptance of Bids and Award of Contract for the Purchase of Two ADA Electric Shuttle Vehicles with Solar Recovery Power

RECOMMENDATION: Accept bids and award the contract to CitEcar Electric Vehicles of Gainesville, Florida in the amount of \$47,393.12 for the purchase of two ADA electric shuttle vehicles with solar recovery power and authorize the City Manager to issue a purchase order.

SUMMARY: Bids for the purchase of two ADA Electro Shuttle vehicles with solar recovery power were received and opened on September 4, 2014, with CitEcar of Gainesville, Florida providing the lowest responsible bid. It is recommended that the City Council award a contract to CitEcar Electric Vehicles and authorize the City manager to issue a purchase order, in the amount of \$47,393.12 to purchase two ADA Electro Shuttle vehicles with solar recovery power for the use of inter-facility transportation for the public and handicap at the George Ingalls Equestrian Event Center (GIEEC).

BACKGROUND/ANALYSIS: Staff has advertised and solicited for bids for shuttle vehicles with solar recovery power that meet ADA accessibility standards. Three responses were received. The City Council is requested to approve a contract for the purchase of two Electro Shuttle ADA Vehicles and to authorize the City Manager to execute a contract for the purchase of the two electro solar ADA vehicles for facility transportation of the public and handicap at the GIEEC.

Company	Bid Amount
CitEcar Electric Vehicles	\$47,393.12
Moto Electric Vehicles	\$48,405.60
Yale/Chase Equipment & Services	\$53,814.24

Funding for the vehicles is provided by Air Quality Management District (AQMD) allocation to the City to purchase no fossil fuel emission vehicles. The "trams" for the George Ingalls Equestrian Event Center meet our procurement requirements and

AQMD requirements for fossil fuel reduction. If approved, the purchase of the two electric battery charged solar power vehicles will also meet the American with Disability Act (ADA) requirements for accessibility. The vehicles provide 13-passenger capability and 11-passenger capability and will assist in moving people closer to the event facilities and arenas during large events at the GIEEC. Both vehicles are ADA compliant for wheelchairs with both of the vehicles providing a handicap ramp for wheelchair accessibility.

The two electric solar vehicles are unique engineering in the industry providing the solar power and rechargeable panels on the roof. All vehicles recharge themselves through solar power and/or electric charger. The 2014/2015 budget identifies the AQMD funds available for specific use by the City for qualified use such as fossil fuel reduction vehicles as recommended.

FINANCIAL IMPACT: No impact. Funding authorization provided by AQMD funds.

Attachment: Exhibit "A", Vehicle photos and description.



citEcar
ELECTRIC VEHICLES

www.citEcarEV.com

Phone: (888) 542-8877

Fax: (352) 376-4910

citEcar ADA ELECTRIC SHUTTLE

3 Year Limited Warranty | Nationwide Delivery | Built in the USA

Speed: up to 25MPH
Range: up to 50 miles (Full Capacity)
Climb: 20% grade (Full Capacity)
Electric Motor: 7.0 kw AC
Batteries: Upgrade to T145 (Made in USA)
Controller: Curtis 11238 (Made in USA)
Charger: Eagle on Board (Made in USA)
Dimensions: 16.8 ft. L x 5.0 ft. W x 6.75 ft. H
Max Load: 2500 lbs.
Ground Clearance: 7"
Body: Steel Framework & Plastic
Roof: Fiberglass with Solar Panel 220W



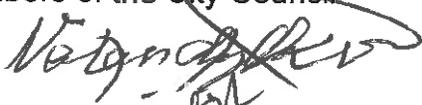
This Model Features

- Head, Tail & Brake Lights
- Side & Rear View Mirrors
- On Board Charging Unit
- Turn Signals, Horn
- 12 inch Tires
- Reverse Alarm
- Non-Slip Floors
- Yellow Beam Light installed
- Ignition Key, Volt Meter
- Rack & Pinion Steering
- Four Wheel Hydraulic Brakes,
- Rear Wheel Mechanical Brakes

EXHIBIT "A"

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, City Manager 

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

DATE: October 1, 2014

SUBJECT: Award of Annual Service Maintenance Agreements for As-Needed Potable Water, Reclaimed Water and Wastewater System Repairs and Installations.

RECOMMENDATION: Approve the Maintenance Service Agreement for As-Needed Potable Water, Reclaimed water and Wastewater System Repairs and Installations, and authorize the City Manager to Execute the Agreement and Adopt **Resolution No. 2014-61**, appropriating additional funds in the amount of \$150,000 from the Water Capital Improvement Program and \$100,000 from the Sewer Capital Improvement Program Funds.

SUMMARY: The City of Norco owns and operates water, reclaimed, and wastewater facilities that require repairs and installations. The City of Corona City Council approved a maintenance service agreement for repairs and installation, and Staff would like to recommend piggybacking on their bid proposal and awarding service contracts to Trautwein Construction, Inc. and Valverde Construction, Inc. through June 30, 2015.

BACKGROUND/ANALYSIS: The City of Corona at their September 21, 2011, City Council meeting approved a Maintenance Service Agreement for As-Needed Potable Water, Reclaimed Water, and Wastewater System Repairs and Installations ("Services") with Trautwein Construction Inc. of Riverside, CA. and Valverde Construction Inc. of Santa Fe Springs. The City of Norco performs regular, emergency and as-needed repairs to their water, reclaimed water, and wastewater collection and delivery systems. Due to an anticipated high volume of work repairing fire hydrants and sewer laterals, staff would like to recommend piggybacking on the City of Corona bids and awarding a service contract to Trautwein Construction, Inc. and Valverde Construction, Inc.

The City of Corona conducted bidding through the required formal advertising process; bid proposals were placed in the Press Enterprise, posted on the City's web site, and mailed to plan rooms. Bidders were required to provide prevailing hourly rates for labor, vehicles, and equipment.

Maintenance Services Agreement

Page 2

October 1, 2014

The proposed Agreement generally governs, only work which is considered to be "maintenance work" under CMC Section 3.08.010(k) and Public Contract code Section 22002(d), and does not include "public project" work under CMC Section 3.08.010(m) and Public Contract Code Section 22002©. The City of Corona highly recommends both contractors, the City of Norco has experience with both contractors.

If approved, staff recommends that the City Manager be authorized to execute the proposed maintenance service contract the June 30, 2015, with the option of an extension up to two additional years.

FINANCIAL IMPACT: Annual total estimated expenditure is estimated at \$250,000.00, with \$150,000 appropriated from the Water Capital Improvement Program Fund, and \$100,000 appropriated from the Sewer Capital Improvement Program Fund for sewer and reclaimed repairs and installations.

Attachments: Resolution No. 2014-61

City of Corona Council Report September 21, 2011

City of Norco 2014/15 Service Agreement

RESOLUTION NO. 2014-61

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$150,000 FROM THE WATER CAPITAL IMPROVEMENT FUND PROGRAM AND \$100,000 FROM THE SEWER CAPITAL IMPROVEMENT FUND PROGRAM FOR WATER, RECLAIMED WATER AND SEWER COLLECTION REPAIRS AND INSTALLATIONS, LOCATED IN NORCO CALIFORNIA

WHEREAS, the Norco City Council ("Council"), has approved a Capital Improvement Program for the construction of water and sewer improvements for the benefit of the Community; and

WHEREAS, there are planned and unplanned water and sewer system repairs and installations that will improve the water and sewer production, collection and delivery systems; and

WHEREAS, the City of Norco owns and operates a public water, reclamation, and sewer system, that provide potable water, recycled water, and sewer collection; and

WHEREAS, the City of Norco Public Works Department performs regular, emergency and as-needed repairs and installations of its water, reclaimed, and sewer systems; and

WHEREAS, the Department is anticipating high volumes of repairs and installations may be required; and

NOW THEREFORE, BE IT RESOLVED that the amount of \$150,000 shall be appropriated from the Water Capital Improvement Fund Program (144) and the amount of \$100,000 shall be appropriated from the Sewer Capital Improvement Fund Program to fund repairs and installations.

PASSED AND ADOPTED by the City Council at a regular meeting held on October 1, 2014.

Mayor of the City of Norco, California

ATTEST:

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

Resolution No. 2014-61

Page 2

October 1, 2014

I, Cheryl L. Link, City Clerk of the City of Norco, do hereby certify that the foregoing Resolution was adopted by the City Council of the City of Norco, California at a regular meeting thereof held on October 1, 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 October 1, 2014.

Cheryl Link, City Clerk
City of Norco, California

COUNCIL ACTION: (For City Clerk use only)

- ADOPTED RESOLUTION NO. _____
- APPROVED APPROVED WITH CHANGES
- CONTINUED TO _____ DENIED
- INTRODUCED ORDINANCE NO. _____
- NO ACTION TAKEN/DID NOT PASS
- RECEIVED AND FILED RETURNED TO STAFF
- REFERRED TO _____
- SET FOR PUBLIC HEARING

Agenda Report No. 6.C.2



**AGENDA REPORT
REQUEST FOR CITY COUNCIL AND
CORONA UTILITY AUTHORITY ACTION**

DATE: September 21, 2011
TO: Honorable Mayor and City Council Members
Honorable President and Board Members
FROM: Department of Water and Power
SUBJECT: CITY COUNCIL AND CORONA UTILITY AUTHORITY
APPROVAL OF MAINTENANCE SERVICE AGREEMENTS WITH
TRAUTWEIN CONSTRUCTION, INC. AND VALVERDE
CONSTRUCTION, INC. FOR AS-NEEDED POTABLE WATER,
RECLAIMED WATER AND WASTEWATER SYSTEM REPAIRS
AND INSTALLATIONS

RECOMMENDED ACTION:

That the:

1. City Council approve Maintenance Service Agreements for As-Needed Potable Water, Reclaimed Water and Wastewater System Repairs and Installations ("Services") with Trautwein Construction of Riverside, CA in the amount of \$750,000; and Valverde Construction of Santa Fe Springs, CA in the amount of \$750,000; as exceptions to bidding pursuant to Corona Municipal Code (CMC) 3.08.140(e).
2. City Council authorize the Department of Water and Power (DWP) General Manager to execute the Maintenance Service Agreements with Trautwein Construction, Inc. and Valverde Construction, Inc. in the amounts of \$750,000 each, and to approve necessary change orders up to the amount provided by Corona Municipal Code Section 3.08.060(j).
3. City Council authorize the Purchasing Manager to issue yearly purchase orders in accordance with duly authorized and executed agreements and renewals.
4. City Council authorize the DWP General Manager and City Attorney to negotiate and execute up to five (5) option year renewals, and any extensions

File No. CC - _____

and/or amendments to the purchase orders necessary to support the Services.

5. The City Council authorize the DWP General Manager and City Attorney to negotiate and execute non-substantive extensions and/or amendments to these agreements.
6. City Council reject all bids received in response to original bid NIB DWP 11-132DB.
7. City Council reject the following bids received in response to NIB DWP 11-139DB Re-Bid: reject the bid from Doty Bros. as non-responsive; reject the bids from C.P. Construction, W.A. Rasic Construction, and Mike Bubalo Construction.
8. Corona Utility Authority (CUA) review, ratify and to the extent necessary direct that the City Council take the above actions.

ANALYSIS:

The Department of Water and Power performs regular, emergency and as-needed repairs and installations of its water, water reclamation and reclaimed water collection, treatment and delivery systems. Due to the anticipated high volume of work, and the likelihood of concurrent project assignments, staff recommends multiple award of contracts for the Services, to ensure timely completion of the work.

Bidding was initially conducted in June 2011 for the services under NIB DWP 11-132DB. Staff recommends that all bids received in response to this first bid solicitation be rejected so that bid modifications could be made to include a shorter emergency response time to the scope of work, addition of some specific required personal protective equipment, removal of the specific method of price negotiation for future renewals, and revision to technical specifications of when to include eligible bond costs.

On or about July 13, 2011, Re-Bidding for the Services was conducted under NIB DWP 11-139DB Re-Bid and was formally advertised in the Press Enterprise, posted on the City's web site, mailed to plan rooms and sent to participants in the original bid. Bidders were required to provide pricing per labor rate hour, equipment rates per day, and various sized water service installation cost and quantities per 25' & 50' linear foot for Service installations and system repairs. Total Bid values were comprised of the totals of all hourly costs and installation costs for the purposes of bid comparison only. As such, the dollar amounts shown in the bid results do not reflect the total value of the work to be performed or the Agreements to be awarded.

Six (6) bids were received as follows:

Bidder	City	Total	Comments
Doty Bros. Equipment Co.	Norwalk, CA	\$ 279,056	Reject as Non-Responsive. Missing Non-Collusion Affidavit

Trautwein Construction, Inc.	Riverside, CA	\$ 340,450	Lowest Bid
Valverde Construction, Inc.	Santa Fe Springs, CA	\$ 385,350	Second-lowest Bid
C.P. Construction	Ontario, CA	\$ 422,250	Reject Bid
W.A. Rasic Construction	Bell Gardens, CA	\$ 510,352	Reject Bid
Mike Bubalo Construction	Baldwin Park, CA	\$ 707,540	Reject Bid

Bidding was conducted to ensure that the Services are contracted for at competitive price levels. DWP staff recommends approval of Maintenance Service Agreements with Trautwein Construction, Inc. and Valverde Construction, Inc.

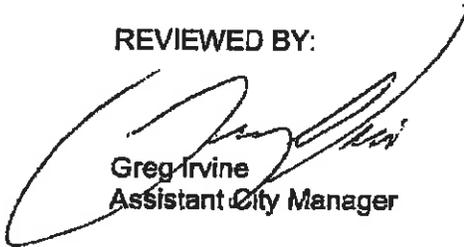
FISCAL IMPACT:

Funding for the recommended action is included in the approved operating and capital improvement project (CIP) budgets for the Department of Water and Power for Fiscal Year 2011-12 within the Water, Reclaimed Water, and Water Reclamation Utility Funds. Staff will recommend appropriate amounts in future budgets prepared for City Council approval to provide for future renewals and yearly purchase orders for the Services.

ENVIRONMENTAL ANALYSIS:

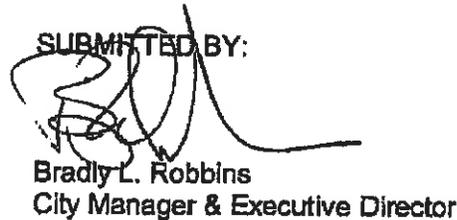
No environmental review is required because the proposed action is not a project governed by the California Environmental Quality Act, or CEQA.

REVIEWED BY:



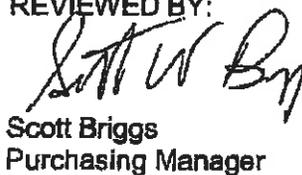
Greg Irvine
 Assistant City Manager

SUBMITTED BY:



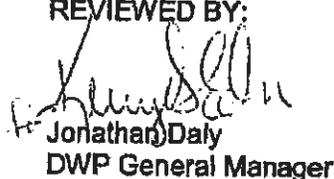
Bradley L. Robbins
 City Manager & Executive Director

REVIEWED BY:



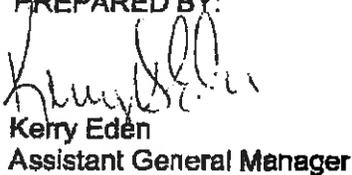
Scott Briggs
 Purchasing Manager

REVIEWED BY:



Jonathan Daly
 DWP General Manager

PREPARED BY:



Kerry Eden
 Assistant General Manager

CITY OF NORCO
MAINTENANCE SERVICE AGREEMENT

FOR

**POTABLE WATER, RECLAIMED WATER AND WASTEWATER SYSTEM REPAIRS
AND INSTALLATIONS**

1. PARTIES AND DATE.

THIS SERVICE AGREEMENT is made and entered into this 1st day of October, 2014 by and between the City of Norco, a municipal corporation organized under the laws of the State of California with its principal place of business at 2870 Clark Avenue, Norco, CA 92860 ("City") and _____, a corporation with its principal place of business at _____, ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing Potable Water, Reclaimed Water and Wastewater System Repair and Installation services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans and standard specifications of the City. Contractor shall not subcontract any portion of the work required by the Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project: City of Norco.

City desires to engage Contractor to render such services for the Potable Water, Reclaimed Water and Wastewater System Repair and Installation services project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools equipment, services and incidental and customary work necessary to fully and adequately supply the professional Potable Water, Reclaimed Water and Wastewater System Repair and Installation maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from _____, 2014 through June 30, 2015, unless earlier terminate as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates: Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services on the Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates the Director of Public Works, or his/her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his designee.

3.2.5 Contractor's Representative. Contractor hereby designates _____, _____, or his designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care: Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are

caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations: Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. These include by are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of the Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility: Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representative for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility: Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.3.10.1.

3.2.10.3 Employment Eligibility: Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signatures hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are broader, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.11.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence from CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) *Builders' All Risk/Installation Floater*: Property Installation Floater insurance covering for all risks of loss, including explosion, collapse, underground excavation and removal of lateral support (and including earthquakes and floods if requested by the City).

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$3,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, for CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) *Builders'/All Risk/Installation Floater*: Completed value of the project.

3.2.11.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, employees, agents, and volunteers or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(C) Worker's Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) Builder's Risk/Installation Floater Policy Requirements. Builder's Risk/Installation Floater for the complete value of the project with no coinsurance penalty provisions. City shall be named as loss payee as their interest may appear. The property installation floater shall provide for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment; and shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken or destroyed during the performance of the Work, including during transit, installation and testing at the City's site.

(E) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, or canceled except after

thirty (30) days prior written notice has been given to the City, provided that if a thirty (30) day notice of cancellation endorsement is not available Contractor shall notify City of this unavailability in writing and shall forward any notice of cancellation to the City within two (2) business days from date of receipt by Contractor; and (B) any failure to comply with reporting or other provisions of the policies including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Contractor's failure either to obtain an endorsement providing thirty (30) days prior written notice of cancellation endorsement or to forward the City any notice of cancellation issued to Contractor shall be considered breach of contract.

3.2.11.4 Separation of Insureds: No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, directors, officials, officers, employees, agents, and volunteers.

3.2.11.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.11.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A: VIII, licensed to do business in California, and satisfactory to the City.

3.2.11.7 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsement for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11.8 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by contractor in connection with services under this Agreement.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Bonds.

3.2.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City, when the City approves an individual call-out and issues a project work order for that project, a Performance Bond in the amount of the project work order and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City, when the City approves an individual call-out and issues a project work order for that project, a Payment Bond in the amount of the project work order and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within ten (10) days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation or compensation for a project work order is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation or compensation for a project work order, as referred to above), extensions of time, terms or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.14 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000) for the fiscal year ending June 30, 2015, without written approval of the City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft; classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principle place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with Prevailing Wage Laws.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3. Additional Services. In the event this Agreement is terminated in whole or in part as provided here, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 General Provisions.

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

Attn: Contact
Name
Address
City, State Zip

City:

Attn: Lori J. Askew
City of Norco
2870 Clark Av
Norco, CA 92860

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and address to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractors, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorney's fees and other related costs and expenses. Notwithstanding the foregoing, to any extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with Counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims suits, actions or other proceedings of every kind covered by Section 3.5.2.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expense and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents, or volunteers.

3.5.3 Governing Law: Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and request for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matter that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provisions of this Agreement.

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.7 Assignment or Transfer; City of Norco. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer..

3.5.8 Construction: References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.9 Amendment: Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 Invalidity: Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.13 Prohibited Interests. Contractor warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.14 Cooperation: Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.15 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.16 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the

individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF NORCO
AND**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the _____ day of _____, 2014.

CITY OF NORCO

By: _____
Name
Title

Attest: _____
Cheryl Link
City Clerk

Reviewed by:

Name
Title

XX name XX

By: _____
Signature

By: _____
Signature

Name (print)

Name (print)

Title (print)

Title (print)

EXHIBIT "A"

SCOPE OF SERVICES

NOTE – NOT PUBLIC PROJECT WORK: This Agreement generally governs only work which is considered to be "maintenance work" under CMC Section 3.08.010(k) and Public Contract code Section 22002(d), and does not include "public project" work under CMC Section 3.08.010(m) and Public Contract Code Section 22002©. The only time that an individual call-out, as described in Exhibits "B" and "C" attached hereto, might include "public project" work is when an individual call-out is strictly limited to an amount that is not required to be informally or formally bid under the CMC or state law (e.g. less than \$45,000), and individual projects shall not be split to fall below that amount.

1. On-call Emergency Potable Water, Reclaimed Water and Wastewater System Repairs

Repairs may include but not be limited to water mains, sewer or reclaimed water lines. Conditions may involve preparation and work in excavations of 5 to 10 feet and at times 10 feet and over which will require mandatory shoring, bracing, sloping or other provisions to be made for worker protection from hazard of caving ground during excavation of any trench or trenches five feet or more in depth and must be in compliance with and defined by OSHA standards.

"No-fee" Encroachment permits for work under this contract will be available to the Contractor. The Contractor must obtain a City of Norco **Business License**.

Safety at the Project site during performance of the work is of paramount concern to the City Accordingly, if sub-contractors are to be used by the Contractor, the Contractor shall obtain prior written permission from City prior to such sub-contractor performing work under this contract, and all such sub-contractors must not have committed any violation of federal or state OSHA regulations within the last five (5) years. Contractor must demonstrate that no such violation has occurred by providing appropriate documentation evidencing that no violations have occurred. Such documentation may include, but is not limited to, printouts available from <http://www.osha.gov/pls/imis/establishment.html>. Any such violation shall result in the sub-contractor being disallowed to do work under this contract.

SCOPE OF WORK:

1. All Contractor employees and sub-contractors shall follow applicable local, state and federal laws and regulations, as well as all Cal-OSHA standards and requirements. For the purposes of all projects and work performed under this contract, long pants shall be considered Personal Protective Equipment ("PPE"). As such, short pants shall not be allowed on any City property, or any work site related to this contract.
2. Contractor shall respond, mobilize and be on-site ready to start work no later than 48 hours after notification for routine work, repairs and installations. Contractor must be able to respond by telephone to emergency notifications from City within 30 minutes of being notified by City that there is an emergency, and to be mobilized and on-site within one (1) hour of such emergency notification by City.
3. Contractor to provide labor, equipment, and shoring equipment.
4. Contractor's crew to include a truck driver, equipment operators, laborers, certified pipe welder, vehicles, excavators and backhoes, as needed.
5. Water main repairs may consist of 2" to 30" of the following material: ductile iron, steel (cement, mortar lined and coated), asbestos cement, HDPE or PVC.
6. Sewer will consist of: clay, ductile, PVC, or Truss.
7. Contractor will be responsible for backfill, compaction and cold patch.
8. Contractor responsible for hauling or coordinating delivery of base, rock, sand, slurry, concrete and cold mix.
9. Compaction in City and County right of way will be 95%, everything else 90%.
10. Contractor must comply with traffic control per the M.U.T.C.D.

11. City to provide all repair materials including, but not limited to pipes, valves, flanges, brass and copper fittings, full circle repair clamps, base, sand and cold patch mix. It shall be the City's responsibility to replace cold patches with finish hot patch. Contractor shall provide materials list.
12. In rare events, the Contractor may have to provide pipe and also supply parts for the repairs. In this event, supplies provided by Contractor will require a complete itemized breakdown of the materials to be provided for the project for audit and approval by the City Representative prior to Contractor ordering or supplying the materials.
13. All fittings are to be installed as per the manufacturer's specifications, i.e., proper torque values and lube.
14. Contractor shall coordinate delivery of materials to jobsite.
15. City will provide Contractor with dumping site for spoils.
16. City will provide Contractor a drop-off location for hazardous pipe materials, i.e., asbestos cement.
17. City will be responsible for final paving

2. Installation of Reclaimed Water Services

SCOPE OF WORK:

1. Contractor to install various sized reclaimed water services per City of Norco Standard Specifications. Contractor to provide all labor and equipment to complete work. All trenches to be backfilled with Class II Base and compacted unless directed otherwise. Asphalt Concrete ("AC") to be replaced with a minimum of 6" depth, and shall be flush with existing AC. Contractor to also be responsible for: USA notifications, excess material haul away; traffic control per the M.U.T.C.D.; hot taps; shoring and any incidentals to complete work. All piping to be restrained.
2. City to provide all materials including, but not limited to pipes valves, fittings, base, sand, and cold patch mix. Contractor to provide materials lists.
3. It shall be the City's responsibility to replace cold patches with finish hot patch
4. City to provide water.
5. City to provide compaction testing as needed.
6. Contractor will not be responsible for engineering, chlorination, cold planning, slurry backfill, final AC cap, traffic loops, striping, meter vaults or piping beyond.
7. Approximate number of services:

1" – up to ten	a	2" – up to fifteen
	b.	4" – up to six
	c.	6" – up to two
8. New water services shall be sleeved in blue poly sleeving for potable water and in purple poly sleeving for reclaimed water marked "Reclaimed Water".
9. New reclaimed Water Meter boxes must be No. 5 or No. 6 polymer boxes, color must be "Recycled Water" purple and the boxes must be marked "Recycled Water".
 - a. No. 5 polymer box will be for 1" services
 - b. No. 6 polymer box will be for 2" services
10. Shoring must be as per Cal OSHA standards.
11. All Contractor employees and sub-contractors shall follow applicable local, state and federal laws and regulations as well as all Cal-OSHA standards and requirements. For the purposes of all projects and work performed under this contract, long pants shall be considered Personal Protective Equipment ("PPE"). As such, short pants shall not be allowed on any City property, or any work site related to this contract.
12. Contractor shall respond, mobilize and be on-site ready to start work no later than 48 hours after notification for routine work, repairs and installations. Contractor must be able to respond by telephone to emergency notifications from City within 30 minutes of being notified by City that there is an emergency, and to be mobilized and on-site within one (1) hour of such emergency notification by City.
13. This award will be the first year with five (5) years of optional renewal. Renewal is to be agreed by both parties.

EXHIBIT "B"

SCHEDULE OF SERVICES

EACH INDIVIDUAL CALL OUT UNDER THIS AGREEMENT IS A SEPARATE PROJECT FOR PURPOSES THE CITY'S BIDDING AND PURCHASING REQUIREMENTS.

CONTRACTOR SHALL PROVIDE THE SERVICES ON AN AS-NEEDED BASIS, AND AS SCHEDULED AND DIRECTED BY THE CITY'S REPRESENTATIVE.

FOR EACH INDIVIDUAL CALL OUT, CONTRACTOR SHALL RESPOND, MOBILIZE AND BE ON-SITE READY TO START WORK NO LATER THAN 48 HOURS AFTER NOTIFICATION FOR ROUTINE WORK, REPAIRS AND INSTALLATIONS. CONTRACTOR MUST BE ABLE TO RESPOND BY TELEPHONE TO EMERGENCY CALL OUT NOTIFICATIONS FROM CITY WITHIN 30 MINUTES OF BEING NOTIFIED BY CITY THAT THERE IS AN EMERGENCY, AND TO BE MOBILIZED AND ON-SITE WITHIN ONE (1) HOUR OS SUCH EMERGENCY NOTIFICATION BY CITY.

EXHIBIT "C"

COMPENSATION

Bonds

Each individual call out under this Agreement is a separate project for purposes the City's bidding and purchasing requirements, including, but not limited to, its bond requirements provided for in Civil Code Section 3247, which mandates that the City require a payment bond for certain public work projects involving an expenditure in excess of \$25,000.

Payment Bonds: Contractor shall be required to provide a 100% payment bond for all individual call out projects for which a project work order has been issued by the City in excess of \$25,000.

Performance Bonds: Contractor shall be required to provide a 100% performance bond whenever the City indicates that one is required in the project work order issues for an individual call out project.

Cost of Bonds: Whenever a bond is required by the City for an individual call out project, Contract will be able to include the costs of the bonds for that individual call out.

On-Call Emergency Potable Water, Reclaimed Water and Wastewater System Repairs

Quoted Rates and Costs shall include all labor, equipment (except for the 3 separately-quoted pieces of equipment below), tools, supplies and ancillary costs required to complete the work, except for materials identified in Exhibit A, Scope of Services as City-provided. All Prevailing Wage regulations for public works apply to all work under this contract.

<u>Position Title</u>	<u>Rate</u>
1. Certified Welder	\$110.00 per hour
2. Foreman	\$120.00 per hour
3. Equipment Operator	\$115.00 per hour
4. Laborer	\$105.00 per hour
5. Truck Driver	\$95.00 per hour
6. Flagman	\$100.00 per hour

<u>Equipment</u>	<u>Rate</u>
7. Excavator	\$125.00 per hour
8. Backhoe	\$75.00 per hour
9. Dump Truck	\$30.00 per hour

Installation of Recycled Water Services

Quantity 1 – 10 separate Service Installations

	<u>Cost</u>		<u>Cost</u>
1" Water Service – Short Side (to 25')	\$1000.	Long side (to 50')	\$1400.
2" Water Service – Short Side (to 25')	\$1200.	Long side (to 50')	\$1600.
4" Water Service – Short Side (to 25')	\$1600.	Long side (to 50')	\$2000.
6" Water Service – Short Side (to 25')	\$2000.	Long side (to 50')	\$2500.

Quantity 11 – 20 separate Service Installations

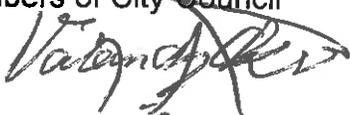
	<u>Cost</u>		<u>Cost</u>
1" Water Service – Short Side (to 25')	\$900.	Long side (to 50')	\$1100.
2" Water Service – Short Side (to 25')	\$1000.	Long side (to 50')	\$1300.
4" Water Service – Short Side (to 25')	\$1300.	Long side (to 50')	\$1700.
6" Water Service – Short Side (to 25')	\$1700.	Long side (to 50')	\$2200.

Quantity 21 – 30 separate Service Installations

	<u>Cost</u>		<u>Cost</u>
1" Water Service – Short Side (to 25')	\$700.	Long side (to 50')	\$900.
2" Water Service – Short Side (to 25')	\$800.	Long side (to 50')	\$1100.
4" Water Service – Short Side (to 25')	\$1100.	Long side (to 50')	\$1400.
6" Water Service – Short Side (to 25')	\$1500.	Long side (to 50')	\$2000.

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of City Council

FROM: Andy Okoro, City Manager 

PREPARED BY: Julie Houser, Administrative Analyst 

DATE: October 1, 2014

SUBJECT: Approval to Declare Various City Assets as Surplus Property

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

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

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

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

Attachment: Surplus Property List

SURPLUS PROPERTY LIST

Computer

- (5) Dual core E6600 (small form factor)
- (4) Dual core E6600 (senior center)
- (1) Dual core E6750 (small form factor)

Monitor

- (5) Envision 17"
- (7) Optquest q7 17 inches
- (1) Optquest q9 19 inches
- (1) Acer AL1912 19 inches
- (2) Hans G 17 inches

Printer

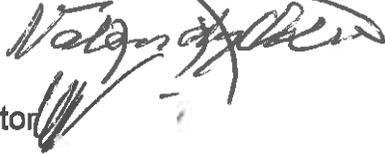
- Hp 1505 Laser jet network (1)
- Hp LaserJet 2100
- Konica Minolta 5650 EN

Miscellaneous

- Canon LV-7240 LCD Projector

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: October 1, 2014

SUBJECT: **Ordinance No. 980, First Reading.** Code change 2014-05 (City of Norco): A City-Initiated Code Amendment to Add Chapter 5.56 "Hookah and Smoking Lounges" to prohibit hookah and smoking lounges in all Zoning Districts within the City.

RECOMMENDATION: Adopt **Ordinance No. 980**, for first reading.

SUMMARY: The proposed Ordinance would expressly prohibit indoor smoking and hookah lounges, whether as a stand-alone business, or as an ancillary use to another business. The Ordinance does not prohibit outdoor smoking areas that are ancillary to bars and restaurants and that are currently allowed, however hookah smoking in an otherwise permitted outdoor smoking area would be prohibited.

BACKGROUND: This item was continued by the City Council from the September 17, 2014 meeting before the public hearing was opened at the request of a restaurant owner who wanted to speak on the item but had to leave the meeting unexpectedly. At its meeting on August 20, 2014, the City Council directed staff to process a Code Change to the Norco Municipal Code to prohibit hookah lounges. The attached ordinance is written to accomplish that and at the same time prohibit smoking lounges since the uses are very similar and one could argue that the allowance of one is an allowance of the other. Currently smoking and hookah lounges are not permitted uses by exclusion.

The preamble text regarding permitted and conditionally-permitted uses the C-G zone (primarily Hamner Avenue) currently reads:

It is the intent that if a specific use is consistent with a use category listed as determined by staff the specific use shall be treated as part of the corresponding use category, even if not specifically listed.

So if a use is not specifically listed and does not correspond to a use category it is not a permitted use in the C-G zone. The preamble to the C-4 zone (Sixth Street) states:

Agenda Item: 4.A.

The following uses are permitted and the land shall be used and buildings and structures shall hereafter be erected, altered, enlarged or otherwise modified for the following uses only.

Like the C-G zone if a use is not specifically listed in the C-4 zone then it is not a permitted use. There is one category in the C-4 zone that allows for retail uses not specifically listed titled "Convenience Sales, which typically include, but is not limited to: convenience markets, drug stores, beauty and barber shops, and dry cleaning establishments." While this category is a broad category it has not been interpreted to be broad enough to allow smoking and hookah lounges.

In the Gateway Specific Plan, Commercial District, again, the use is not listed specifically, but there is a land use title "Specialty Retail" that could be interpreted to allow a smoking or hookah lounge but it requires approval of conditional use permit. The draft Ordinance removes any potential misinterpretation by specifically prohibiting smoking and hookah lounges in all commercial zones.

ANALYSIS: State law prohibits smoking in most enclosed workplaces (including retail and restaurants), with two exemptions that relate to smoking inside hookah lounges and cigar bars. The exemptions are for businesses whose primary purpose is the sale of tobacco and there are no employees other than the owner and for private smokers lounges which is an enclosed area within a business where the business is dedicated to the use of tobacco. Cities can impose more restrictions.

As written, the draft Ordinance prohibits smoking and hookah lounges whether as a primary use or as an ancillary use to another otherwise permitted use. The Ordinance does not preclude the use of outdoor enclosed patios that are ancillary to a restaurant or bar for smoking cigarettes. The use of hookah in outdoor spaces is prohibited. The Ordinance as drafted also does not preclude "vaper" stores that sell electronic cigarettes where some have lounges for testing flavors since there is no heating or burning of tobacco involved. The Ordinance also does not prohibit such uses in private homes for personal use.

The proposed Ordinance to add Chapter 5.56 is presented directly to the City Council since it is a Code Change to NMC Title 5, which does not require a recommendation from Commissions.

FINANCIAL IMPACT: None with the exception of code or law enforcement hours as may come up in the future.

Attachment: Ordinance No. 980.

ORDINANCE NO. 980

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA APPROVING A CITY-INITIATED PROPOSAL TO AMEND THE NORCO MUNICIPAL CODE BY ADDING CHAPTER 5.56 "SMOKING AND HOOKAH LOUNGES" PROHIBITING INDOOR SMOKING AND HOOKAH LOUNGES IN ALL COMMERCIAL ZONING DISTRICTS WITHIN THE CITY. CODE CHANGE 2014-05

WHEREAS, the City of Norco initiated Code Change 2014-05, a proposal to add a new chapter, 5.56, to Title 5 of the Norco Municipal Code adding regulations for the prohibition of indoor smoking and hookah lounges, and outdoor hookah lounges in all commercial zones of the City; and

WHEREAS, the proposed amendment was duly submitted to the City Council for decision at a public hearing for which proper notice was given; and

WHEREAS, hearing of said Code Change was duly noticed and scheduled for public hearing by the City Council at their meeting of September 17, 2014, on or about 7 p.m. in the Council Chambers of the Norco City Hall, 2820 Clark Avenue, Norco, California, 92860; and

WHEREAS, said City Council held a public hearing and received oral and written testimony pertaining to said Code Change; and

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

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

- A. The proposed Code Change is consistent with minimum state public noticing requirements for projects that require a public hearing.
- B. The project has been determined to be categorically exempt from the California Environmental Quality Act and the City of Norco Environmental guidelines as a minor alteration to land use. (California Code of Regulations, Title 14, Chapter 3, Article 19, §15305)
- C. Hookah smoking of tobacco presents additional safety issues to the user that warrants prohibition in an otherwise allowed outdoor smoking area for cigarettes and cigars that is ancillary to a restaurant or bar. These additional safety issues include, but are not limited to: the additional harmful agents in the smoke caused from heating the tobacco by burning charcoal; the longer duration of the act of smoking tobacco from a hookah pipe as opposed to the smoking of a cigarette or cigar which is relatively short; and the harmful effects

from secondhand smoke from the hookah tobacco, being enhanced by the burning charcoal that is used to heat it.

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

SECTION 1: Norco Municipal Code Title 5 "Business Licenses and Regulations" is hereby amended to add Chapter 5.56 "Hookah and Smoking Lounges Prohibited" as follows:

Sections:

5.56.02 Definitions

- (1) *"Hookah Lounge" shall mean any structure, or location or facility within an enclosed structure that is used for the purpose of smoking tobacco from a hookah water pipe or shisha.*
- (2) *"Smoking Lounge" shall mean any structure, or location of facility within an enclosed structure that is used for the purpose of smoking tobacco.*
- (3) *"Smoking Area" shall mean any outdoor enclosed patio that is ancillary to a bar or restaurant for the purpose of smoking tobacco and that does not include smoking tobacco from a hookah water pipe or shisha.*

5.56.04 Uses

- (1) *A "Hookah lounge" or "smoking lounge" shall not include the following uses, as long as the locations of such uses are otherwise regulated by this Code or applicable law:*
 - (a) *A lounge devoted to the testing of vaper flavors for electronic cigarettes or other similar devices that do not include the burning or warming of tobacco;*
 - (b) *The indoor use of hookah or tobacco at a private residence for personal use including parties but does not include scheduled periodic parties for the purpose of selling tobacco, hookah tobacco, or related paraphernalia.*

5.56.06 Prohibition: The City Council of the City of Norco finds and determines that smoking lounges and hookah lounges are prohibited within all commercial zoning districts within the City of Norco. This prohibition does not apply to outdoor smoking area ancillary to a bar or restaurant.

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 October 15, 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 October 1, 2014 and thereafter at a regular meeting of said City Council duly held on October 15, 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 October 15, 2014.

Cheryl Link, City Clerk
City of Norco, California