

**AGENDA
REGULAR MEETING
CITY OF BANNING
BANNING, CALIFORNIA**

April 22, 2014
5:00 p.m.

Banning Civic Center
Council Chambers
99 E. Ramsey St.

The following information comprises the agenda for a regular meeting of the City Council and a Joint Meeting of the City Council and the Banning Utility Authority.

Per City Council Resolution No. 2010-38 matters taken up by the Council before 9:00 p.m. may be concluded, but no new matters shall be taken up after 9:00 p.m. except upon a unanimous vote of the council members present and voting, but such extension shall only be valid for one hour and each hour thereafter shall require a renewed action for the meeting to continue.

I. CALL TO ORDER

- Invocation – Rev. Harv Hernandez, New Creation Church
- Pledge of Allegiance
- Roll Call – Councilmembers Miller, Peterson, Welch, Westholder, Mayor Franklin

II. REPORT ON CLOSED SESSION

III. PUBLIC COMMENTS/CORRESPONSENCE/PRESENTATIONS

PUBLIC COMMENTS – On Items Not on the Agenda

A five-minute limitation shall apply to each member of the public who wishes to address the Mayor and Council on a matter not on the agenda. No member of the public shall be permitted to “share” his/her five minutes with any other member of the public. (Usually, any items received under this heading are referred to staff for future study, research, and appropriate Council Action.) See last page. PLEASE STATE YOUR NAME AND ADDRESS FOR THE RECORD.

CORRESPONDENCE: Items received under the category may be received and filed or referred to staff for future research or a future agenda.

PRESENTATIONS

1. Proclamation – Mental Health Month 1

The City of Banning promotes and supports a high quality of life that ensures a safe and friendly environment, fosters new opportunities and provides responsive, fair treatment to all and is the pride of its citizens

VI. CONSENT ITEMS

(The following items have been recommended for approval and will be acted upon simultaneously, unless a member of the City Council wishes to remove an item for separate consideration.)

Motion: That the City Council approve Consent Item 1 through 5

Items to be pulled _____, _____, _____, _____ for discussion.

(Resolutions require a recorded majority vote of the total membership of the City Council)

1.	Approval of Minutes -- Special Meeting – 04/08/14 (Closed Session)	3
2.	Approval of Minutes – Regular Meeting – 04/08/14	5
3.	Acceptance of Notice of Completion for Project No. 2013-15W, Repairs to Water Well M-7.	39
4.	Resolution No. 2014-23, Approving the Professional Services Agreement with Cozad & Fox for Engineering Staking Services for an amount of Not to Exceed \$7,500.00 for Parking Lot Improvements at Repplier Park (5.BN26-12)	43
5.	Report of Mascaro Case Settlement	65

- **Open for Public Comments**
- **Make Motion**

V. PUBLIC HEARINGS

(The Mayor will ask for the staff report from the appropriate staff member. The City Council will comment, if necessary on the item. The Mayor will open the public hearing for comments from the public. The Mayor will close the public hearing. The matter will then be discussed by members of the City Council prior to taking action on the item.)

1.	Request to Continue the Public Hearing to a Future Date Regarding Ordinance No. 1477 of the City Council of the City of Banning Repealing Ordinance No. 842 and Chapter 15.20 of the Municipal Code Regarding Designating Snow Load and Wind Load.	
	Staff Report	66
	Recommendation: That the City Council continue the public hearing to a future date.	

RECESS REGULAR CITY COUNCIL MEETING AND CALL TO ORDER A JOINT MEETING OF THE BANNING CITY COUNCIL AND THE BANNING UTILITY AUTHORITY.

VI. REPORTS OF OFFICERS

1.	Resolution No. 2014-05 UA, Rejecting All Bids Received for the Repairs to the 15 Inch Sewer Main on Hargrave Street.	
	Water Alliance.	70
	Recommendation: The Banning Utility Authority adopt Resolution No. 2014-05 UA, Rejecting all bids received for the repairs to the 15" sewer main on Hargrave Street.	

2. Resolution No. 2014-06 UA, Rejecting the Proposal from Carollo Engineers, Inc.	90
Recommendation: The Banning Utility Authority adopt Resolution No. 2014-06 UA, Rejecting the Proposal from Carollo Engineers, Inc.	

Recess joint meeting and reconvene the regular City Council Meeting.

VII. REPORTS OF OFFICERS

1. Continuing Decision Regarding Resolution No. 2014-10, Vacation of a Portion of Livingston Street, Alessandro Road and Adjacent Alleys until May 27, 2014.	
Staff Report	103
Recommendation: Continue the Council discussion and decision of Resolution No. 2014-10, Vacation of a Portion of Livingston Street, Alessandro Road and Adjacent alleys until May 27, 2014.	
2. Resolution No. 2014-25, Approving the Measure "A" Five Year Capital Improvement Plan.	
Staff Report	122
Recommendation: Adopt Resolution No. 2014-25, Approving the Measure "A" Five Year Capital Improvement Plan.	
3. Resolution No. 2014-26, Rejecting the Proposal from Land Engineering Consultants for Survey and Civil Engineering Services for the Design of Improvements at Ramsey Street and Hargrave Street.	
Staff Report	137
Recommendation: The City Council adopt Resolution No. 2014-26, Rejecting the Proposal from Land Engineering Consultants for Survey and Civil Engineering Services for the Design of Improvements at Ramsey Street and Hargrave Street.	

VIII. ANNOUNCEMENTS/REPORTS *(Upcoming Events/Other Items if any)*

- City Council
- City Committee Reports
- Report by City Attorney
- Report by City Manager

VIII. ITEMS FOR FUTURE AGENDAS

New Items – None

Pending Items – City Council

1. Schedule Meetings with Our State and County Elected Officials
2. Discussion on how to handle loans or distributions to charities.
3. Discussion on how the City Council handles donations to the City.
4. Grocery Cart Policy
5. Workshop to discuss the future of the airport.
6. Discussion regarding Public Works Committee and Ad Hoc Committees
7. Discussion regarding City's ordinance dealing with sex offenders and child offenders
8. Discussion to move "Announcements" (events) up on the agenda after Public Comments.

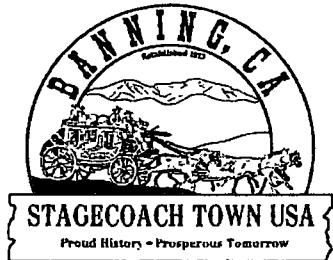
IX. ADJOURNMENT

Pursuant to amended Government Code Section 54957.5(b) staff reports and other public records related to open session agenda items are available at City Hall, 99 E. Ramsey St., at the office of the City Clerk during regular business hours, Monday through Thursday, 7 a.m. to 5 p.m.

NOTICE: Any member of the public may address this meeting of the Mayor and Council on any item appearing on the agenda by approaching the microphone in the Council Chambers and asking to be recognized, either before the item about which the member desires to speak is called, or at any time during consideration of the item. A five-minute limitation shall apply to each member of the public, unless such time is extended by the Mayor. No member of the public shall be permitted to "share" his/her five minutes with any other member of the public.

Any member of the public may address this meeting of the Mayor and Council on any item which does not appear on the agenda, but is of interest to the general public and is an item upon which the Mayor and Council may act. A five-minute limitation shall apply to each member of the public, unless such time is extended by the Mayor. No member of the public shall be permitted to "share" his/her five minutes with any other member of the public. The Mayor and Council will in most instances refer items of discussion which do not appear on the agenda to staff for appropriate action or direct that the item be placed on a future agenda of the Mayor and Council. However, no other action shall be taken, nor discussion held by the Mayor and Council on any item which does not appear on the agenda, unless the action is otherwise authorized in accordance with the provisions of subdivision (b) of Section 54954.2 of the Government Code.

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) 922-3102. **Notification 48 hours prior to the meeting** will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.02-35.104 ADA Title II]



PROCLAMATION

WHEREAS, mental illness can impact anyone, regardless of age, background, employment, education and income level; and

WHEREAS, mental illness usually strikes individuals in the prime of their lives, often during adolescence and young adulthood, although the very young and the elderly are especially vulnerable; and

WHEREAS, many treatments for serious mental illnesses, in combination with treatment and recovery supports, are highly effective, allowing people to maintain their quality of life and their involvement with their families and communities; and

WHEREAS, the National Institute of Mental Health reports that one in four adults – approximately 57.7 million Americans – experience a mental health disorder in a given year; and

WHEREAS, the United States Surgeon General reports that 10 percent of children and adolescents in the United States suffer from serious emotional and mental disorders that cause significant functional impairment and that half of all Americans experience a mental disorder at some time in their lives; and

WHEREAS, recent population data suggest that nearly 140,000 people of all ages in Riverside County may be impacted by serious mental illness and may seek treatment from a variety of community resources; and

WHEREAS, the Mental Health America has promoted the observance of "May is Mental Health Month" since 1949 in order to increase awareness and understanding of mental health; and

WHEREAS, the Riverside County Mental Health Board is presenting "Live Life Well", a mental health fair on Thursday, May 22, 2014 at Fairmount Park in Riverside in support of the May is Mental Health Month observance; and

WHEREAS, encouraging awareness of mental health issues and promoting wellness and recovery for those with mental health needs are important values for every community.

NOW, THEREFORE, BE IT RESOLVED, that I, Deborah Franklin, Mayor of the City of Banning along with the City Council do hereby signify its support of greater awareness of mental health issues and joins with the Riverside County Mental Health Board in its observance of May is "MENTAL HEALTH MONTH".

*IN WITNESS WHEREOF, I have set my hand
and caused the seal of the City of Banning,
California to be affixed this
22nd day of April, 2014.*

ATTEST:

Marie A. Calderon, City Clerk

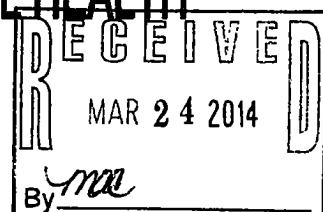
Deborah Franklin, Mayor



RIVERSIDE COUNTY

DEPARTMENT OF MENTAL HEALTH

Jerry A. Wengerd, Director



Reply to: Mental Health Administration
P.O. Box 7549
Riverside, CA 92513

March 18, 2013

City Hall
99El Ramsey Street
Banning, CA 92220

SUBJECT: May is Mental Health Month Proclamation Request

Dear Mayor Franklin:

The month of May is soon approaching and the County of Riverside will be celebrating Mental Health Awareness. In an effort to promote a greater understanding of mental health issues and recovery, I write to you and your City Council Members to once again proclaim that "May is Mental Health Month" in your city. For your convenience, enclosed is a sample proclamation.

In conjunction with the Riverside County Mental Health Board, the Department of Mental Health is presenting "Live Life Well", a mental health fair on Thursday, May 22, 2014. It is our intention to display your proclamation at our upcoming event which will be held from 1 p.m. until 6 p.m. at Fairmount Park in Riverside. We encourage your attendance at this event and hope that your city's participation will promote mental health awareness throughout your community. After April 1st, updated event information will be available on our Department's website: www.rcmhd.org.

In the past, selected members of the Mental Health Board have made themselves available to attend city council meetings in order to personally receive proclamations on behalf of the Department of Mental Health. The selected board members will make a follow-up call to coordinate City Council presentation dates. We hope to have this accomplished in the month of April.

Thank you in advance for your support of our efforts in recognizing "May is Mental Health Month" and in promoting greater community awareness of mental health issues throughout Riverside County. For questions regarding this proclamation, please contact Valerie Arce, Mental Health Board Liaison, at (951) 955-7141.

Sincerely,

Jerry Wengerd, Director
Department of Mental Health

Enclosure: Sample Proclamation

MINUTES
CITY COUNCIL
BANNING, CALIFORNIA

4/08/14
SPECIAL MEETING

A special meeting of the Banning City Council was called to order by Mayor Franklin on March 25, 2014 at 3:00 p.m. at the Banning Civic Center Council Chambers, 99 E. Ramsey Street, Banning, California.

COUNCIL MEMBERS PRESENT: Councilmember Miller
Councilmember Peterson
Councilmember Welch
Councilmember Westholder
Mayor Franklin

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: June Overholt, Interim City Manager/Administrative Services Dir.
David J. Aleshire, City Attorney
Marie A. Calderon, City Clerk

CLOSED SESSION

City Attorney said the items on the closed session agenda are two matters of potential litigation to review pursuant to Government Code Section 54956.9 (d)(4); Anticipated litigation pursuant to Government Code Section 54956.9(d)(2)(4) to review; real property negotiations pursuant to Government Code Section 54956.8 in regards to: (b) Parcels behind the City Yard APN's: 541-260-030, 541-260-031, 541-260-040, 541-260-043, 541-260-045 (215 E. Barbour St.), (b) Village at Paseo San Gorgonio (APN: 541-181-009 thru 012, 541-181-024 thru 028, 541-183-001 thru 004 and vacated rights-of-way as depicted on Tentative Parcel Map No. 36285; and item (a) APN's 532-130-001; 532-130-002; 532-110-006, and (c) Fire Museum – 5261 W. Wilson (APN: 408-134-009) will be deferred; discussion of existing litigation pursuant to the provisions of paragraph (d) (1) of Section 54956.9: Stephen J. Mascaro, et.al. v. Banning Heights Mutual Water Company, et al. (San Bernardino County Superior Court Case No. CIVDS 1104447; and Code Enforcement matter regarding 49 W. Repplier.

City Attorney said that they needed to add to the existing litigation a review of the Pardee matter and also the employee hiring of the position of Interim City Manager and the need to take action arose subsequent to the posting of the agenda.

Motion Peterson/Westholder to add the two items to the agenda as stated by the City Attorney. Motion carried, all in favor.

Mayor Franklin opened the closed session items for public comments and seeing no one in the audience she closed the public comments.

Meeting went into closed session at 3:02 p.m. and reconvened at 5:03 p.m.

ADJOURNMENT

By common consent the meeting adjourned at 4:56 p.m.

Marie A. Calderon, City Clerk

MINUTES
CITY COUNCIL
BANNING, CALIFORNIA

4/08/2014
REGULAR MEETING

A regular meeting of the Banning City Council was called to order by Mayor Franklin on April 8, 2014 at 5:13 p.m. at the Banning Civic Center Council Chambers, 99 E. Ramsey Street, Banning, California.

COUNCIL MEMBERS PRESENT: Councilmember Miller
 Councilmember Peterson
 Councilmember Welch
 Councilmember Westholder
 Mayor Franklin

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: June Overholt, Interim City Manager/Administrative Services Dir.
 David J. Aleshire, City Attorney
 Duane Burk, Public Works Director
 Bill Manis, Economic Development Director
 Heidi Meraz, Community Services Director
 Fred Mason, Electric Utility Director
 Alex Diaz, Acting Chief of Police
 Tim Chavez, Battalion Chief
 Marie A. Calderon, City Clerk

The invocation was given by Rev. Dave Horning, Banning United Methodist Church. Councilmember Miller led the audience in the Pledge of Allegiance to the Flag.

REPORT ON CLOSED SESSION

City Attorney said the Council met in closed and in regards to the two cases of potential litigation they discussed one case and there was no reportable action taken. With regard to the anticipated litigation a report was given and there was no reportable action taken. With regards to the real property negotiations the items listed regarding APNs 532-130-001, 532-130-002, and 532-110-006 was not discussed and the Fire Museum located at 5261 W. Wilson (APN: 408-134-009) was not discussed. They gave a status report of negotiations concerning the parcels at the City Yard (APNs 541-260-030, 541-260-031, 541-260-040, 541-260-043, and 541-260-045 - 215 E. Barbour St., and the Village at Paseo San Gorgonio APNs 541-181-009 thru 012, 541-181-024 thru 028, 541-183-001 thru 004 and vacated rights-of-way as depicted on Tentative Parcel Map No. 36285 and there was no reportable action taken in regards both those matters. A status report was given in regards to the existing litigation matter regarding Stephen J. Mascaro, et.al. v. Banning Heights Mutual Water Company and there was no reportable action on that matter. In regards to the property at 49 W. Repplier a status report was given concerning the code enforcement action and there was no reportable action taken.

The Council also unanimously had added to items to the agenda and one involved an employment position, the position of Interim City Manager and a status report was given and there was no reportable action taken. The other item that was added was an existing litigation matter involving Pardee and that item was not discussed.

PUBLIC COMMENTS/CORRESPONSENCE/PRESENTATIONS

PUBLIC COMMENTS – On Items Not on the Agenda

Amber Rockwell and Tisha Showers addressed the Council representing Team BBB in the Pass Area Relay for Life. On May 3 and 4, 2014 they will be participating in a 24-hour walk at the Beaumont Sports Park and this is their second year of participation in the Relay for Life and working hard to reach their fundraising goal of \$5,000. They have a “Spring Boutique” fundraising event coming up on Saturday, April 12th from 10 a.m. to 2 p.m. at the Banning Community Center. This will be a wonderful opportunity to shop for Easter and Mother’s Day while at the same time supporting local businesses. Vendors will range from beauty and fitness, kitchen and hand-crafted home décor, specialty purses and jewelry, one-of-a-kind items for children and babies and many, many more. They will also have a photo booth and raffle baskets and prizes. All proceeds for this event will be donated to the American Cancer Society.

Inge Schuler addressed the Council pointing out that she always appreciated the electronic speed indicator signs in the downtown area telling her whether she was really going only 25 mph. Those signs have not been operating for quite some time and the signs that are on Ramsey going past Diamond Hills are also only working intermittently and needs to be addressed. Also she knows that we have photographic capabilities of producing digital photos that are fairly clear and what we have been seeing in the packets you can’t tell what it is because it is so blurred and so non-descriptive that the pictures that are in the packets are just not good at all. Please check into this and see whether can be done about it.

Cynthia Herman addressed the Council asking to get some help to get code enforcement off her back. She explained that several years ago her husband left and she is living by herself with her daughter and could not afford the storage shed so she moved everything in the driveway and code enforcement came by and took pictures and said that they wanted this mess cleaned up and she said she was cleaning it up and she did get it all cleaned up. She had to move out of another storage shed and code enforcement came again and took pictures and said she hadn’t done anything. She explained that she was working on it and got it all cleaned up. Last summer she had a stroke and has not been able to do anything in her yard and she is trying to trim her bushes and things and had it on the outside sidewalk so she could cut it up and put it in the recycling bin every week and code enforcement came back again and took pictures. She also had lattice work on the front of her fence because she had a dog that is very ambitious and that is why the lattice work is there (she had pictures for the Council). She wanted to know who was complaining because and felt she has a right to know who that is. She also had pictures of stuff she had in her yard that she was waiting for someone to pick-up and now it is all cleaned up but felt that the code enforcement officer was accusing her of taking it to other dumpsters around time. She also had an issue in regards to her 1968 Mustang that was tagged and impounded and she gave more information on that issue and said she wanted her money back.

She did move it to a storage yard where somebody broke in and stole everybody's radiators so now her Mustang is back in her yard alongside her house on a cement slab with a car cover and she is not moving it. She also asked if she could get her \$400.00 impound fee back. She continued going over other issues and had numerous pictures. She said she is working on her yard and did have a stroke and asked the Council for help.

Mayor Franklin asked Mrs. Herman to leave the items with the City Clerk along with her contact information so that staff could contact her and the Council could receive the pictures.

Pastor Don Dyke addressed the Council stating that he has been the pastor of the Church of the Nazarene since 1976 and he is a public servant just like the Council and has served on a Council and was the Mayor of his town for one year, vice-chair for three years and he is here to speak on behalf of Cynthia Herman. She has been one of his parishioners for the last 11 years and she really has had some hard times and is trying to keep body and soul together. It seems the harder she works the worse it gets and she has raised her kids almost on her own and has been a resident of Banning for 35 years approximately and the code enforcement people have come along and have caused mental stress and harassment that shouldn't be done. They told her that her house should be a Hollywood showpiece and that is just not possible. Code enforcement is being a little bit unreasonable and she had a heart attack six months ago and received a second notice through him because he has signed for the house temporarily. He and Mrs. Herman are asking for the City to be reasonable and it has been anything but that and they are asking the Council for help on this matter. Regarding the car she did comply and in fact she had a Camry that she had parked in front of her house and it was stolen and wrecked. She had the Mustang out in front of her house and it was towed unlawfully he believes so they are just asking for this kind of stuff to stop. She has been a resident of this town for many, many years.

Don Smith addressed the Council stating that the Annual Spring Festival called "Art in the Park" will take place on Saturday, May 3rd from 10 a.m. to 3 p.m. at Repplier Park. They will have artists creating art, creating jewelry, the local dance groups will perform along with the music clubs signing up kids who would be interested in joining their programs. They will have entertainment up on the stage and vendor booths, art and food.

Marion Johnson addressed the Council stating that their Annual Anthropol Women's Club scholarship fundraiser will be held on April 19th at 11:30 a.m. at the Banning Community Center and the donation is \$15.00 per ticket. The keynote speaker is Linda L. Smith a dynamic inspiration speaker who engages audiences nationwide with soul stirring and thought provoking messages. She inspires people to maintain faith in order to overcome challenges and achieve success in business and in life. As the CEO and found of Four-D College, the first and only African American owned vocational training school in California, she is well versed on business and leadership topics. Mrs. Johnson encouraged everyone to attend.

Susan Savolainen resident of Banning addressed the Council stating that she wanted to respond to comments made at the last meeting by Councilman Miller regarding the Banning Airport (see Exhibit "A").

George Moyer resident of Banning addressed the Council stating that he believes that Council meetings should be respectful and constructive. Personally he doesn't see this at many of our Council meetings, in fact, many a time it appears the complete opposite. Some Council Members have repeatedly said that they are not interested in micromanaging staff yet time and again in making their reports staff is bombarded by Members with micromanaging questions and comments of a blindsiding nature. To his way of thinking this is not a proper way to conduct business. It is counterproductive and can have negative effects on staff's ability to function efficiently. It is quite proper to question a staff report and that is not his point. This is particularly true when it comes to transparency. The issue is blindsiding and in some ways embarrassment and intimidation of staff. During the interview stage of his application to replace Councilman Botts he was asked by one of the Council Members that board packets are many times 150 pages or more; do you have time to read such amount of data in preparing for our meetings. His answer was yes and in his current capacity he received board packets that are quite often more than 250 pages. He is bringing this up because there appears to be a major difference in how some of our Council representatives are preparing for meetings. The preferred method of preparation is to read the entire package, make notes on things that are not understood or you want clarification on, go to staff for your answers and clarifications and tell them that you will be addressing those issues in an open session. Doing this allows the staff the opportunity to prepare for your questions and not be blindsided. He gets the feeling that some of our Councilmen do not adhere to this kind of procedure instead choosing to try to catch staff off-guard or unprepared or they just don't review their packets in time to contact staff in advance and he doesn't know which but whatever the reason it is his sincere wish that they do consider adopting a preparation approach similar to the preferred method he described. In this way you would be working with staff; not against them. In this way you would be demonstrating respect towards staff and earning theirs. In this way you will have a productive relationship with staff free of antagonism and intimidation. I can almost guarantee you that staff's production will improve and so will the Council's.

CORRESPONDENCE – None at this time.

PRESENTATIONS

1. Proclamation – National Library Week

Mayor Franklin asked the members of the Library Board to come forward along with Director, Robert Lippman to receive the proclamation.

Mr. Lippman, Director of the Banning Library District addressed the audience stating that next week is National Library Week and he thanked the City for working with the library on so many issues in the past. He invited everyone to come to the Chamber of Commerce mixer on April 17th at 5:30 p.m. at the library. He introduced the members of the Board of Trustees: Victoria Hatch, President; Brenda Salas Freeman, Gail Paparian and Estelle Lewis. He said that the Banning Library District has been serving the city of Banning since 1916 both as part of the school district and as an independent special district. At this time Mr. Lippman read the proclamation for the benefit of the audience.

CONSENT ITEMS

1. Approval of Minutes – Special Meeting – 03/05/14 (*Closed Session*)

Recommendation: That the minutes of the Special Meeting of March 5, 2014 be approved.

2. Approval of Minutes – Special Meeting – 03/19/14 (*Closed Session*)

Recommendation: That the minutes of the Special Meeting of March 19, 2014 be approved.

3. Approval of Minutes – Special Meeting – 03/25/14 (*Closed Session*)

Recommendation: That the minutes of the Special Meeting of March 25, 2014 be approved

4. Approval of Minutes – Regular Meeting – 03/25/14

Recommendation: That the minutes of the Regular Meeting of March 25, 2014 be approved

5. Accept Notice of Completion for Project 2013-03 EL, Downtown Underground Project – Phase 2

Recommendation: That the City Council accept the Project 2013-03EL, Downtown Underground Project – Phase 2, as complete and direct the City Clerk to record the Notice of Completion.

Mayor Franklin opened the item for public comments; there were none.

Motion Welch/Miller to approve Consent Items 1 through 5. Motion carried, all in favor.

PUBLIC HEARINGS

1. Appeal of Planning Commission Action – Conditional Use Permit (CUP) #13-8005/Design Review (DR) #13-7003; Proposed 24-Unit Airport Industrial Live/Work Lofts; APN 541-290-013.
(Staff Report – Brian Guillot, Associate Planner)

Mr. Guillot gave the staff report as contained in the agenda packet and at this time he started his power-point presentation (see Exhibit "B") giving more information about the project. Staff is recommending approval of the subject Conditional Use Permit and the Design Review for the proposed project because it is consistent with the City's requirements related in our General Plan and Zoning Code. The project adequately meets the performance standards and design as listed in the code or will meet those requirements and he explained what is meant by that statement.

Mark Quental, Principle License Holder for Watermark Development addressed the Council. He also gave a power-point presentation (see Exhibit "C") stating that they purchased the property about 13 years ago and they have considered other uses for the parcel and actually

purchased it with a consideration to do an indoor RV parking type of facility which was discouraged by the City back at that time. Then around 2008 they came in with another proposal where they had it done in four separated buildings but because of the economy it became unfeasible to do and at that point they abandoned that idea and that economic factors and the recession led to the postponement of their project. Basically what they have come up with here is a mixed-use project incorporating a residential component into the business park model and he thinks this is what is driving the market and actually would make this project feasible from a development standpoint of view. He said that the property is largely just vacant land and as far of the street improvements they will work with the Engineering Department to satisfy all of their needs. They have done quite a bit of research as to what type of development would suit this and based upon their research and point of view the type of project that they have found that would be best suited for the zone and for their particular lot would be a mixed use development with a residential component. At this time Mr. Quental gave further information about the project and felt they would be a good airport neighbor and explained why this would work.

Mayor Franklin opened the item for City Council questions. There were various questions in regards to amp service per unit, air-conditioning for each unit, amount of monthly lease, noise requirements, rules and regulations, noticing to neighbors, why is this a conditional use permit, zone text amendment, number of jobs to build, has anyone expressed an interest, and is project ADA compliant. Staff and Mr. Quental addressed the various questions.

Mayor Franklin opened the item for public comments.

Don Smith said he attended the Planning Commission meeting to see this presentation because the concept was unique and certainly a niche in the market and probably a trend in live/work. He said that he was a little surprised when it didn't pass the Planning Commission but he understood the one person's concerns and why he did it. If you look at this project, the articulation of the design, this is not your standard industrial square box. It is actually an interesting and pleasant building to look at. Assuming the numbers are right regarding the property taxes at \$130,00 to \$150,00 a year that is one policeman and we all know we need to hire another policeman and we all know we need to build this building and get the \$150,000 so we can. He strongly supports the uniqueness of this and thinks it is a new addition to the type of housing mix we have in town and asks Council to approve the project.

Fred Sakurai said he greatly applauds the use and the proposed project. He hopes his comments are not interpreted as micromanaging or nit-picking but he would strongly urge the developer to utilize solar panels as much as possible on his buildings and in lieu of natural lawn he would suggest since they are still in the planning stages the use of artificial lawn since a normal lawn takes a lot of water.

Susan Savolainen said in previous meetings the City Council has suggested that we have mixed use zoning particular Midway so this project being a mixed use she thinks is very exciting and she looks forward to it being built over by the airport. She is in favor of the concept of the project and she hopes that it starts something great here in Banning.

Mayor Franklin closed the item for public comments seeing no one else coming forward.

Motion Welch/Westholder to adopt Resolution No. 2014-22 adopting a Mitigated Negative Declaration in compliance with California Environmental Quality Act (CEQA) Guidelines along with a Mitigation Monitoring and Reporting Program; and approve Conditional Use Permit #13-8005, and Design Review #13-7003.

City Attorney said that during the comments there was some discussion about a couple of the conditions so he added language to condition #48 so if the motion could include those revisions.

Mayor Franklin asked Councilmember Welch if he was willing to amend his motion to include the xeriscaping and solar.

Motion Welch/Westholder to amend his motion to include those revisions. Motion carried, all in favor.

REPORTS OF OFFICERS

1. Termination of Lease Agreement with Alliance for Youth Employment Skills (AYES) for Utilization of Dysart Park.
(Staff Report – Heidi Meraz, Community Services Director)

Director Meraz gave the staff report as contained in the agenda packet giving background about agreement with AYES and the concerns that were brought up in regards to the lease. The Parks and Recreation Commission asked staff to look into the concerns regarding the lease agreement and at a Special Meeting of Feb. 6, 2014 the Director of the AYES program addressed the specific questions and it was determined that the AYES program was indeed using more space than was allocated in the lease and some of the area being used was unsightly. It was also confirmed that AYES is no longer working with the Riverside County Office of Education and that there are only four young adults currently participating in the program. At the Parks and Recreation Commission meeting held on Feb. 18, 2014 the Commission voted unanimously and made recommendation to the Council that the lease agreement be discontinued and that the AYES program be given 30 days, as stated in the lease agreement, to clean up the area and bring the area back to the way it was when the lease was executed.

Mayor Franklin opened the item for City Council questions. There were various questions in regards to the usage of the area, number of participants in the program, clean-up of the area and was AYES made aware of these concerns before coming to the Commission about the use and the area. Staff addressed the various questions.

Mayor Franklin opened the item for public comments.

Bill Dickson, Parks and Recreation Commissioner addressed the Council stating that a couple of times during Stagecoach Days AYES was asked to clean up the area and they totally ignored the request. They were originally granted 6,000 square feet and they are well over 10,000 square feet

now. It is really an eyesore and it is something where there are no students involved. It also sounded like the gentlemen who were there were possibly employees. Also the thing that bothered him was the fact that it sounds like it has been made into a commercial project and he is actually selling products off of that property. He really supports having the lease terminated.

Mayor Franklin closed the item for public comments seeing no one else coming forward.

Motion Peterson/Welch to terminate the Lease Agreement with Alliance for Youth Employment Skills (AYES) and that the City Manager send a letter to that effect to AYES. Motion carried, all in favor.

2. Contract for Interim City Manager
(Staff Report – David J. Aleshire, City Attorney)

City Attorney gave the staff report as contained in the agenda packet and gave the background information on this item. He said the contract is with Municipal Temps and this contract would provide for an Interim City Manager who will provide City Manager services during the period that the City will search for a new City Manager candidate. He said that Municipal Temps provides professionals to cities in various capacities and one of the positions that they have candidates for is City Manager. He said that the candidate that the City Council selected is Homer Croy. Mr. Croy started his career many years ago as a building official in a number of different cities steadily increasing in responsibility. In 2000 he basically started working with the City of Palm Desert and rose in that position and was the Director of Building Services Division and ultimately became Assistant City Manager. He has many years of experience and experience in the Coachella Valley. When he retired he joined Municipal Temps to provide these consulting services and one of his recent assignments was with the City of Twenty-nine Palms. The contract is a contract with Municipal Temps and the contract is basically \$96 dollars an hour and that amount is basically set at the rate that the City was paying for City Manager services previously so it is within the City's budget and he believes that it is the Council's intent to have him start on Monday.

Homer Croy addressed the Council thanking them for selecting him and having confidence in him to do the job. He said he already has his temporary residency set up locally and he is ready to start on Monday and hopefully lead the Council into the future and find a very qualified City Manager to run the City from that point on.

Mayor Franklin opened the item for public comments.

Susan Savolainen addressed the Council and welcomed Mr. Croy stating that she was excited to see what is going to happen but she has a concern. In order for Mr. Croy to be successful as Interim City Manager she believes that he needs Council to provide him with clear and measurable performance criteria so there will be no question as to whether he meets expectations or not. She did not see that in the packet and maybe it is too preliminary for that to appear but that is just her one concern.

Fred Sakurai addressed the Council and welcomed Mr. Croy and wished him good luck. He knows that Mr. Croy realizes that he is coming in to a City in turmoil and he is probably part of the reason for that turmoil. He only wishes that as Mr. Croy gets involved in his job that he will assure a good open and safe election at the end of the year and to find a replacement that is not affiliated with three of the Council Members and that is free of any outside influences.

Mayor Franklin closed the item for public comments seeing no one else coming forward.

City Attorney said that the recommendation states that it authorizes the City Attorney to sign the agreement and he can sign it for legal effect but he presumes that either the Mayor or June Overholt would sign on behalf of the City.

Motion Welch/Westholder that the City Council authorize the City Attorney to sign the Staffing Services Agreement, including Exhibit "A" ("Agreement"), with MuniTemps/Municipal Staffing Solutions ("MuniTemps") to provide the Interim City Manager services of Homer Croy.

City Attorney stated that it would be the Mayor to sign the agreement.

Motion Councilmember Welch to amend his motion that the Mayor will sign the agreement. Motion seconded by Councilmember Westholder. Motion carried, all in favor.

ANNOUNCEMENTS/REPORTS *(Upcoming Events/Other Items if any)*

City Council

Councilmember Westholder –

- The Annual National Day of Prayer Mayoral Prayer Breakfast will be held at 7:30 a.m. on May 1, 2014 at the Chatigny Community Center in Beaumont. This is a Beaumont/Banning combined community function and the National Day of Prayer has been around since Abraham Lincoln signed it into law back in the day. If you plan on attending, please RSVP.

Councilmember Welch –

- Thursday, May 10, 2014 at 5:00 p.m. a Spaghetti Dinner is being sponsored by the Banning Chamber of Commerce and in support and association with The Table of Plenty Organization. This event is for member recognition and will be held at the Morongo Community Center off of Malki Way. The cost of the dinner is \$10.00
- He gave a great big thank you to June Overholt for her leadership for the last few months and she has done an outstanding job.

Mayor Franklin asked the Council if they were interested in maybe having our "Announcements" right after Public Comments. This would be for announcement of events only and not reports because sometimes people are not listening or leave before the end of the meeting and don't hear the announcements. If this is something that the Council is interested in, we can put in on an agenda to discuss. **There was Council consensus to have this on an agenda to discuss.**

Mayor Franklin –

- Attended a Breakfast hosted by Edison and their president for Southern California gave the presentation. He spoke for about an hour of in regards to what is going on with Edison and he gave a couple of interesting points and one had to do with their rates and how they are looking at bringing their rates into alignment for people at all rate levels. He mentioned that there are some rate payers that are paying a heavier percentage than those at another rate so they went to the Public Utilities Commission (PUC) to see if they can get everybody paying their fair share. He also talked about issues with transmission, the replacement of approximately 35,000 poles and issues with San Onofre.
- Last Thursday she attended the SCAG (Southern California Association of Governments) meeting and they had a presentation by Larry Kosmot, President and CEO of the Kosmot Companies who gave a really good presentation that was very quick-paced for an hour about what we need to do in post RDA era. RDA is not coming back and we need to look at what else we have in our toolbox. For example, RDA was a power tool and what we have left are hand tools so we have to figure out how to use those hand tools to be able to do what we need to have economic development. You can go to his website at www.kosmot.com to get more information. Cities needs to look at how to be creative and how we can support staff with doing some things that may not be normal because there is no normal anymore.
- She attended the League of California Cities meeting last Friday where they received quite a bit of information in regards to the State. Many of the bills that are up for discussion she left copies for the Council in their mailboxes. Some of the things in particular that they talked about had to do with massage parlors and it is an issue for some cities. They also reported that HR 29 was passed and that has to do with the State determining that for cities if we want to be a city we cannot contract any services. There is no fiscal impact to the State and there is no legal reason for them to do that. The concern is that when they make these kinds of resolutions what is the next thing coming down the pike because this does not have anything to do with the State it really has to do with how cities run their business.
- Yesterday she was at the Western Riverside Council of Governments (WRCOG) meeting and she reported on HERO (Home Energy Renovation Opportunity) Program stating that there are over 14,000 applications that are out there and over \$500 million dollars have been approved within the Riverside County area. For our numbers locally we had 172 out of that 14,000 and we have approved \$14.7 million out of the \$500 million. She asked why our numbers were so low and was told that basically what determines whether you can participate in the program is how much equity you have in your home. We have had a lot more people actually apply; they just didn't qualify. For the TUMF (Transportation Uniform Mitigation Fee) Program to date revenues are \$586 million and the revenues for FY 13-14 was \$9.5 million. She gave to the Council two pages of this annual report and we were doing okay up until last year where we had over \$4 million dollars that we had put into the program through our developers and this past year we put in none and we are the only jurisdiction that didn't have any activity. The other item they talked about was exemptions for specially constructed homes for veterans. This has to do with the TUMF fees and anytime we have a new structure made for homeowners there are fees that have to be paid and some of them go to the County. One exemption that they asked for and was approved was that if the home or the structure is being built for disabled veterans (verified) then their TUMF fees will be waived and it has to come through a non-profit. They also had a report on the Climate Action Plan and this is a State law that requires California's to take significant actions to reduce greenhouse gas levels to 1990

levels by 2020 it is AB 32 and SB 375. The benefit of being involved in that is that it can open up doors for us to have additional revenues and there is a lot of work involved in it. The WRCOG Annual General Assembly date is set for Thursday, June 26th at Morongo.

- In regards to the water conference she attend a couple of weeks ago the topic of the day was water. They had people attend from the state, federal and local level and water is the number one issue for our state. They had information about the Bay-Delta Conservation Plan and the 7 water bills that are out there and as soon as she hears which one will be on the ballot she will share that information with the Council at that point.
- The Water Alliance Meeting was held last week and they had all agencies that were in attendance sign the memorandum of understanding and this is considered historic because to get 13 water districts willing to sign and that they are willing to work together is almost a miracle. Two things that they are charging the general managers to work on are water conservation and recycling. She thanked Duane Burk and his staff because they were very instrumental in helping to move the process along and we would not have made that much progress and our County Supervisor could not believe that we were ready to sign at this time because it was less than a year that we started down this journey.
- She reported that last Saturday our Little League Grand Opening was held and there were over 400 youth and their families participating. She thanked Duane Burk and Heidi Meraz because the fields look great.
- Next Monday, April 14th the first Town Hall meeting will take place in the modular building located at the hospital from 6:30 to 7:30 p.m. and invited to attend is our City Manager, some staff, Superintendent of the Banning Unified School District, the hospital CEO, as well as, the president for Mt. San Jacinto College.
- April 19th there will be a Bulky Item Drop Off from 8 a.m. to 1:00 p.m. at Dysart Park.
- April 26th the Ninth Annual Disaster Preparedness Expo and Health Fair will be held between 10 a.m. and 2 p.m. at the Banning Community Center. This is free to the public.
- Also we will be getting back to Council in picking a day for interviewing applicants for the Planning Commission opening.

Report by City Attorney – None at this time.

Report by City Manager – Interim City Manager Overholt thanked the Council for the opportunity to help them during this time of transition. It has been an opportunity where she has learned a lot and she has enjoyed it in all the ways she has been able to help and keep the City moving forward. She thanked the Council for their patience and for their appreciation.

ITEMS FOR FUTURE AGENDAS

New Items –

Councilmember Miller said he had two items. Last time he asked for a workshop on the airport and we had a speaker present the fact that she believed the airport is very viable and we should do everything we can to improve the airport and that certainly is one approach and another approach is to say that the airport is not viable. He thinks that they should really discuss what to do with the airport to either accept it and do something about it or recognize that the airport is not helping our city. He would like to see the Council have a workshop to discuss the future of the airport.

Mayor Franklin asked if there was a consensus to have that on the agenda. **There was Council consensus.**

Councilmember Miller said secondly we had several continued items from the previous meeting and he would like to see those on the agenda for the next meeting so that they can be concluded.

Mayor Franklin asked if there was a consensus to have that on the agenda. **There was Council consensus.**

Interim City Manager Overholt thanked Council for that request and what staff has been working on and she will speak to the new Interim City Manager about this is that we would like to bring those items before the subcommittee that was established at the last meeting so hopefully they are working on scheduling that to meet that time line.

Councilmember Miller said that there was a complaint by one of the residents that there is a conflict between transparency and being polite to the staff. He believes that they can be polite to the staff and have transparency by having everything out in the City Council meetings. If we have subcommittee meetings no one knows what happened there so again, since these items were brought to the Council and were discussed in the Council he believes it is appropriate to continue the discussion in the Council and not the subcommittee. We have heard so often about our closed session meetings that they are secret and he would like to see as few meetings that are not open to the public as possible. He would like to see them brought back to the Council for finishing the discussion.

Mayor Franklin clarified with Councilmember Miller that he doesn't want them to go to a subcommittee even though they would come to Council also. Councilmember Miller said that was right and they should come right to the Council and get it over with.

Mayor Franklin asked if there was a consensus to have that on the agenda. **After some Council discussion there was consensus to have the items come to the Council.**

Mayor Franklin said that we just voted at the last meeting to have a Public Works Committee so do we want to have that committee.

Councilmember Peterson said he didn't see a purpose for a committee. We are a Council and as often as his disagrees with Mr. Sakurai he has to agree with him now that we have to lose committees and bring everything to Council so people can see what is going on. He doesn't necessarily agree with subcommittees.

City Attorney said the subject of ad hoc committees are not really on the agenda tonight so perhaps to clarify that for future actions we could put that on an agenda for discussion. He thinks this question was just whether we wanted this contract to come directly back to the Council or not and it sounds like three people are saying to do that.

Mayor Franklin said that one item she would like to see discussed has to do with our ordinance regarding sex offenders and child offenders and just to have it come back as to whether or not our ordinance is as strict as it can be. **There was Council consensus to have this come back as a future agenda item.**

Pending Items

1. Schedule Meetings with Our State and County Elected Officials
2. Discussion on how to handle loans or distributions to charities.
3. Discussion on how the City Council handles donations to the City.
4. Grocery Cart Policy

ADJOURNMENT

By common consent the meeting adjourned at 6:59 p.m. in memory of Bob Naus who passed away quite suddenly. He was a City employee at one time and well beloved by the entire community.

Marie A. Calderon, City Clerk

THE ACTION MINUTES REFLECT ACTIONS TAKEN BY THE CITY COUNCIL. A COPY OF THE MEETING IS AVAILABLE IN DVD FORMAT AND CAN BE REQUESTED IN WRITING TO THE CITY CLERK'S OFFICE.

Recd 4-8-14
City Council Mtg.

Comments for April 8 meeting of the Banning City Council

Susan E. Savolainen

Good evening Mayor, Councilmen, Staff, and members of the public. My name is Susan Savolainen and I am a Banning resident. Tonight I want to respond to comments made last meeting by Councilman Miller regarding the Banning Airport. Councilman Miller believes that the land currently occupied by the airport would be put to better use if it were zoned for industrial use and the airport decertified. I want to go on record as supporting keeping the airport and developing a strategic plan to make it an asset to the city instead of the white elephant that Councilman Miller, and probably others, perceive it to be.

Councilman Miller accurately states that airport operations cannot directly put money into the city's general fund. However, consider the recent air show at the Riverside Municipal Airport. According to the April 6 issue of the Press Enterprise, the air show drew 88,000 spectators. I don't have figures on the economic impact of the event, but can only surmise that revenues for the city must exceed costs, otherwise the air show would not have celebrated its 22nd year. If Banning decided to invest in events to draw visitors to the Banning airport, then we might see the usefulness of the airport.

I also want to have the Council remember the recent fires that burned very close to our city. It was because we had an airport that aircraft were able to land and refuel locally, rather than having to make a costly trip to Redlands, Hemet, or Palm Springs to refuel.

Lastly, I want to investigate Councilman Miller's assertion that the property is underutilized and would be better used as an industrial park. I regularly drive past the hulking monument to failed attempt at creating a business park which is on Lincoln Avenue just East of 8th street. I also drive past some pads that were graded to the North of the 10 freeway East of Hathaway. There does not appear to be a big demand for industrial development in Banning. As for large distribution centers, the need for such developments is likely to drop once the widening of the Panama Canal is complete, and ships will likely choose ports on the Gulf Coast where labor is cheaper and transportation costs reduced.

Therefore, I agree with Councilman Miller that we should have a workshop to discuss potential uses for the airport property, but that those discussions include viable plans to help develop the full potential of a municipal airport. I am submitting some food for thought, along with the written text of these comments to the City Clerk.

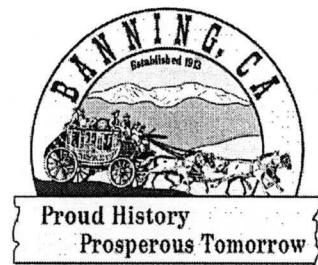
Thank you,

Susan E. Savolainen

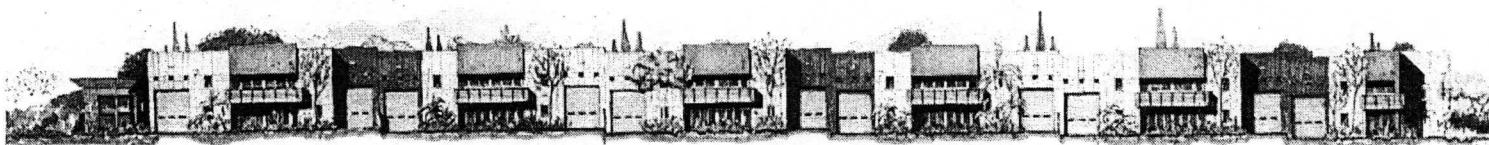
Comments on Airport Master Plan

Submitted by Susan Savolainen

- I. The Airport Master Plan should include an on-site café.
 - a. Other local airports including Hemet Ryan, Flabob, and Riverside Municipal **ALL** have on-site cafes.
 - b. These cafes attract pilots to visit the airport, or make it a stop on a longer flight
- II. Banning Airport needs its own website, not one that is hidden in the City of Banning website
- III. Banning Airport needs a Strategic Plan to identify the following in order to be successful:
 - a. Type of clients
 - i. Recreational
 - ii. Commuter Services
 - iii. Police/Fire support
 - b. Type of aircraft needed to accommodate
 - i. Fixed wing
 1. Turbo prop
 2. Jet
 - ii. Helicopter
 - iii. Vintage
 - iv. Experimental
 - c. Type of outreach
 - i. Civil Air Patrol
 - ii. Experimental Aircraft Association
 - iii. Flight School
 - iv. Air shows
 - v. Car shows
 - vi. Aircraft/auto swap meets
- IV. Banning Airport Needs a Marketing Plan and staff to attract aviation-related businesses
- V. Question: Is there added value to having Instrument Navigation capabilities?
 - a. If not, then never mind
 - b. If so, then why not phase it in



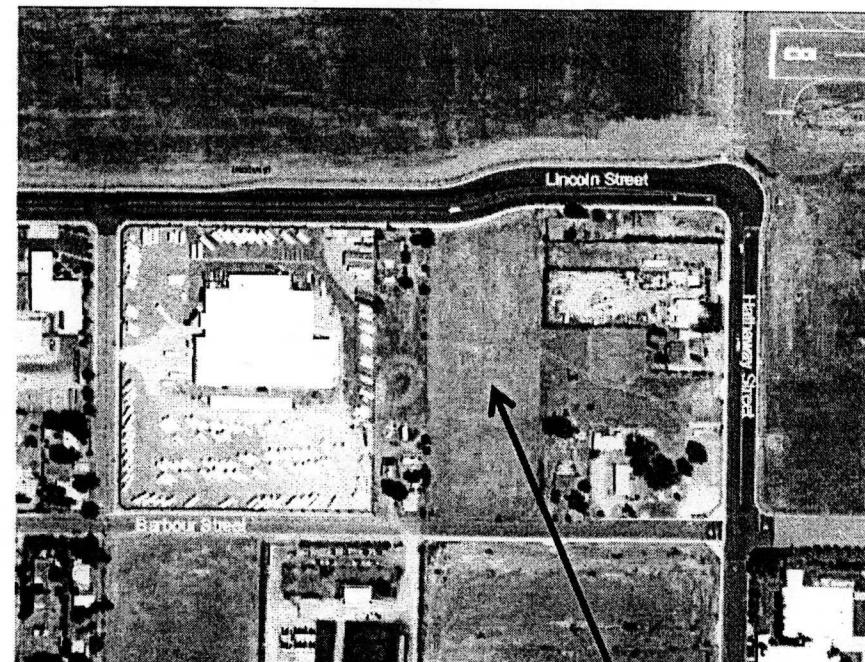
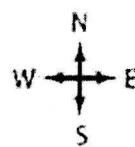
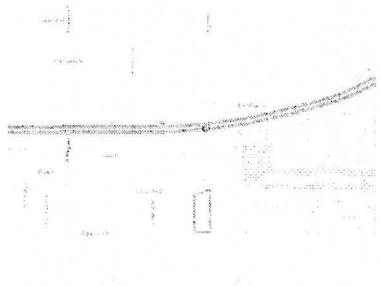
**CONDITIONAL USE PERMIT (CUP) #13-8005/DESIGN
REVIEW (DR) #13-7003; PROPOSED 24 UNIT AIRPORT
INDUSTRIAL LIVE/WORK LOFTS WITHIN THE AIRPORT
INDUSTRIAL ZONE**



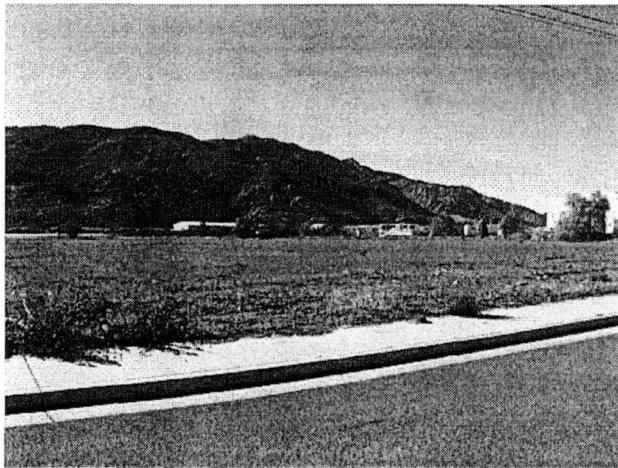
WEST ELEVATION

Exhibit "B"
17
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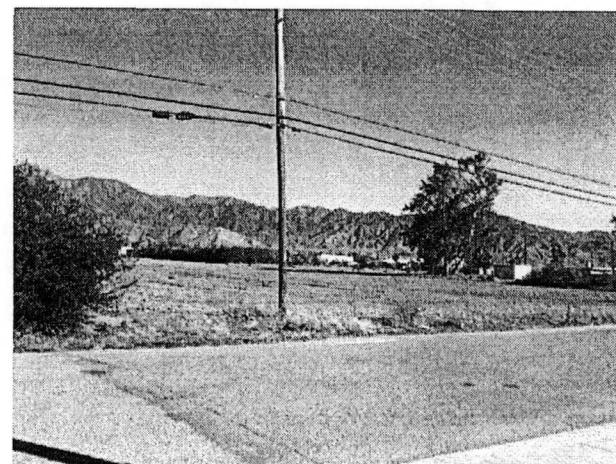
Project Location/Land Use



Project Site

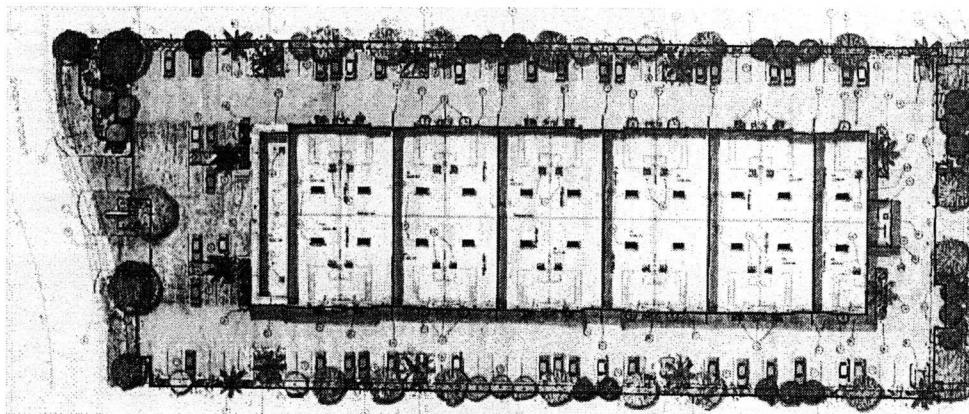


Barbour Street looking to the north-east



Lincoln Street looking to the south-west

Propose construction of a 64,327 of mixed use residential/commercial development on a 3.7 acre parcel.



Site / Floor Plan



UNIT SIZES

TYPICAL UNIT BREAKDOWN

UNIT FIRST FLOOR AREA GROSS 2,130 SQUARE FEET

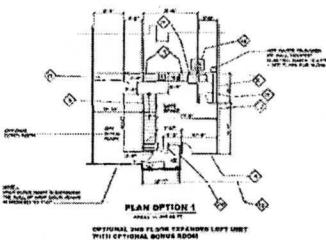
UNIT 1 ST FLOOR OFFICE	540 SQUARE FEET
UNIT 1 ST FLOOR PARKING	360 SQUARE FEET
UNIT 1 ST FLOOR SHOP	1,230 SQUARE FEET

UNIT 2ND FLOOR AREA GROSS 546 SQUARE FEET

*AREA VARIES PER SELECTED PLAN OPTION

TYPICAL DECK AREA GROSS 85 SQUARE FEET

UNIT TOTAL FLOOR AREA GROSS 2,675 SQUARE FEET*



Compliance with Airport Industrial Development Standards

Including site design, grading, parking area, landscaping, lighting, & architecture.

Development Standards	Required	Provided	Complies With Code
Minimum Lot Size	5 Acre	3.7 acres	legal non-conforming
Minimum Lot Width	150 Feet	242 feet	Yes
Minimum Lot Depth	150 feet	609 feet	Yes
Minimum Front Setback	10 feet	95 feet	Yes
Minimum Rear Setback	0 feet	68 feet	Yes
Minimum Side Yard Setback	0 feet	57 feet	Yes
Maximum Building Coverage	75%	40%	Yes
Maximum Building Height (stories/feet)	2/50 feet	2 story/28'-6" feet	Yes
Maximum Fence / Wall Height	8 feet	8 feet	Yes
Parking Spaces	107	125	Yes

Airport Land Use Commission (ALUC)

December 12, 2013

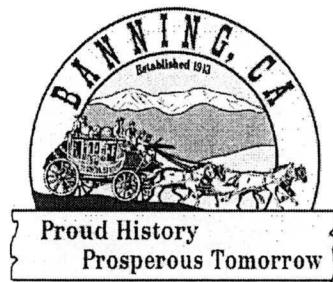
Mitigation Measure	Timing	Verification		
		Department	Signature	Date
Hazards				
H-1 In Airport Compatibility Zone B1: Children's schools, day care centers, libraries, hospitals, nursing homes, places of worship, highly noise sensitive outdoor non-residential uses, aboveground bulk storage of hazardous materials, critical infrastructure facilities, or hazards to flight are prohibited.	Condition of approval for the Conditional Use Permit Prior to issuance of the first building permit.	Community Development		
H-2 Covenants, Conditions, and Restrictions (CC&Rs) shall be recorded prior to occupancy of the proposed units that notes that occupancy for units 1 through 16 as identified on the site plan dated October 17, 2013, as submitted to the Riverside County Airport Land Use Commission shall be limited to a maximum of five (5) people per unit to limit building occupant intensity near the Banning Municipal Airport and reduce potential hazards.	Prior to issuance of the first building permit.	Community Development		
Noise				
NO-1 Incorporate noise attenuation measure into building construction to ensure interior noise levels are at or below 45 CNEL for the included residential uses.	Prior to issuance of the first building permit.	Community Development Building & Safety		

Exhibit "B"
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reg.mtg.-04/08/14



Community Development Planning Division

City of Banning – Planning Division
99 E. Ramsey Street
Banning , CA 92220
(951) 922-3125



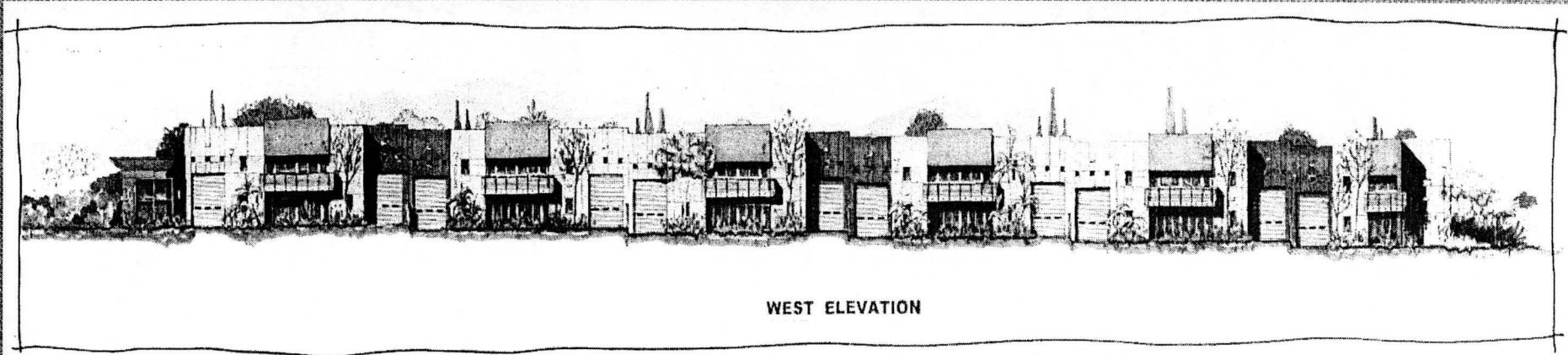
Community Development Planning Division



Exhibit "B"
16
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Banning Airport Industrial Work / Lofts

Watermark Development, Inc.



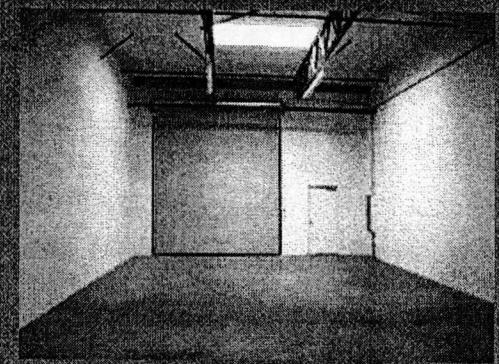
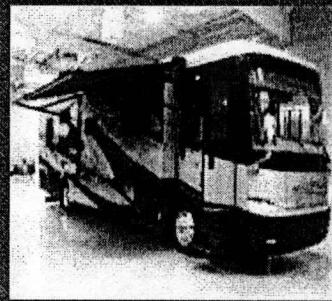
WEST ELEVATION

Property Background

- Owners of subject vacant property for 13 years
- Have had other proposals to the City of Banning to develop the property
 - RV Storage [declined by city due to moratoriums on this type of development]
 - Industrial office/warehouse building both single building and multiple building design
- Economic factors/recession led to postponement of our project and several others in the immediate area, no market for the industrial building types of property
- Mixed Use incorporating a residential component is what is driving the market and making this project feasible

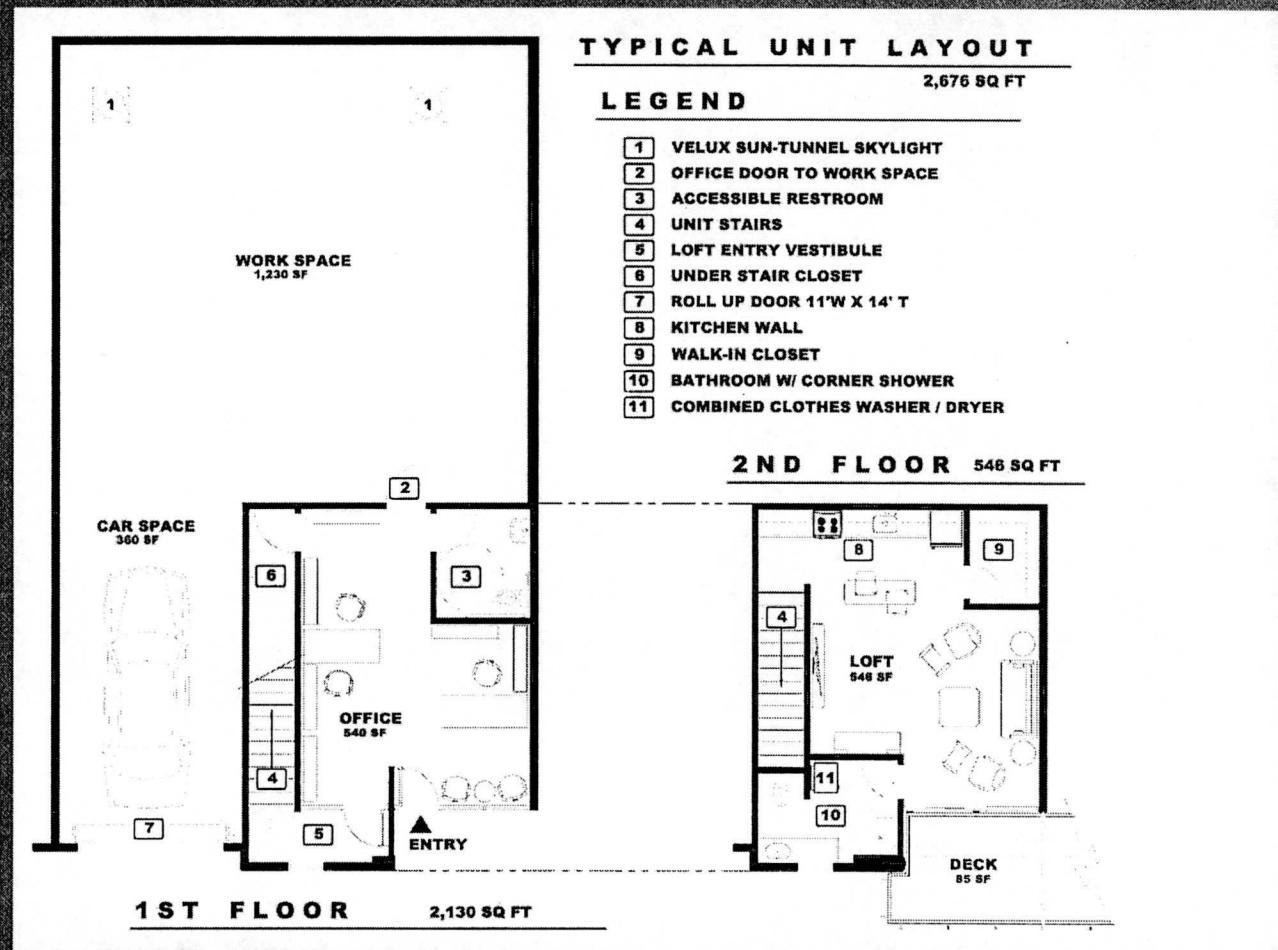


Project Description



- Our project is a Business Park Mixed Use Development incorporating a mix of office, industrial warehouse/storage and caretaker/owner occupied loft living space in 22 of the 24 units. Two units are office space only – no living component
- Targeting the small business owner/start-up or RV /Car Collector
- Developed as condominiums with intent to lease. A comprehensive set of CC&R's [to be approved by City] along with rules and regulations regarding business uses, facility conduct, hours of operation, maintenance, etc.
- Good airport neighbor. Enhancement of local "daytime economy" through owners utilizing/spending in the local economy including the airport facilities. Occupants on site 24/7 for potential airport use and supporting local businesses retailers and suppliers

Typical Unit Floor Plan



Sample Types of Businesses Allowed by Zone

- These uses are samples of what types of businesses would be allowed under current County, City Zone and UBC guidelines, subject to the conditions set forth through a comprehensive set of Codes, Conditions and Restrictions [CC&R's]

• Light Manufacturing	Automotive/Aerospace Parts/Manufacturing/Repairs
• Jewelry Making/Design	Clothing Design and Manufacturing
• Internet based businesses	Marketing/Research/Advertising/Web Design
• Professional Offices	Accountant/Interior Designer/Architect
• Fitness Center	Non Profits
• Contractor/Construction	Artist/Gallery
• Wholesaling/Distribution	Bakery/Food Production
• Creative /Technology/Software	Snowbird/Hobbyists
• Brewery/Specialty Retail	Café/Coffee shop
• Reprographics/Printing	Private Pilot quarters/Air Charter company

Local Economic Impact

- Immediate contributions to City/County Fund through development fees, building/grading permits, inspection fees, connection fees, impact fees approximately \$300,000.
- Yearly contributions to City/County Fund through property taxes, business sales taxes and licenses, utilities, approximately \$130,000-150,000
- Yearly contributions to local businesses and sales taxes from tenants for gas, food, retail services, approximately \$90,000-\$100,000
- Construction costs of \$4.5 million will provide income to 20-60 workers on-site daily utilizing local food/retail establishments
- We will obtain bids from local qualified contractors



Similar Completed Projects:

Loftworks Las Vegas

- Office/Warehouse Units with Loft space above



LoftWorks
AT TERRA

KEY FEATURES

Office/Warehouse units with loft living space above 9,600 to 52,119 Square Feet

- 44 units
- 2nd living space with mezzanine and private entrance
- 40' wide units
- 8' solid wood doors
- Maintenance free exterior
- Walk-in closets throughout
- 24-hour on-site management
- 24-hour access with 200 units
- Smart grid power system throughout
- Daylight in all apartments through 16'0"
- Walk-up elevator system
- Granite counter tops
- Granite backsplash
- European style cabinetry
- Granite top with stainless steel
- Granite water features
- Full Energy Star Program or Package A with Living Spaces
- 8' ultra-wide unit decks

LOCATION

- Located along Summerlin Parkway at 6500 S. TERRA WAY (Intersection of 6500 S. TERRA WAY and 215 Beltway, just west of Research Park Rd. and I-15)
- Conveniently Located in Southern Nevada's largest Sub Market (between Rancho & B.R. 221)
- Minutes Away From I-15, I-215, Las Vegas Blvd, and McCarran Airport
- Surrounded by New Development, Numerous Restaurants and Major Retail Center's

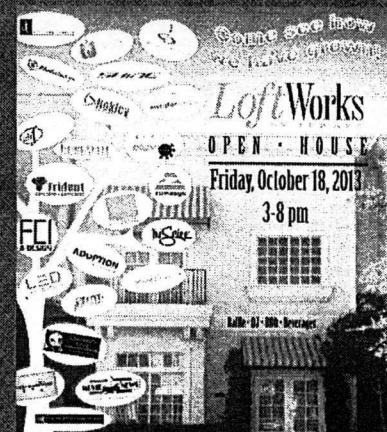
For More Leasing Information Contact:

Christine Flores
702.768.8419
Christine@jlp.com

Tara Lynn
702.582.7203
Tlynn@jlp.com

FOR MORE INFORMATION:
702-221-1444 EXT. 6339

VIEW THE WEBSITE AT:
WWW.LOFTWORKSLV.COM

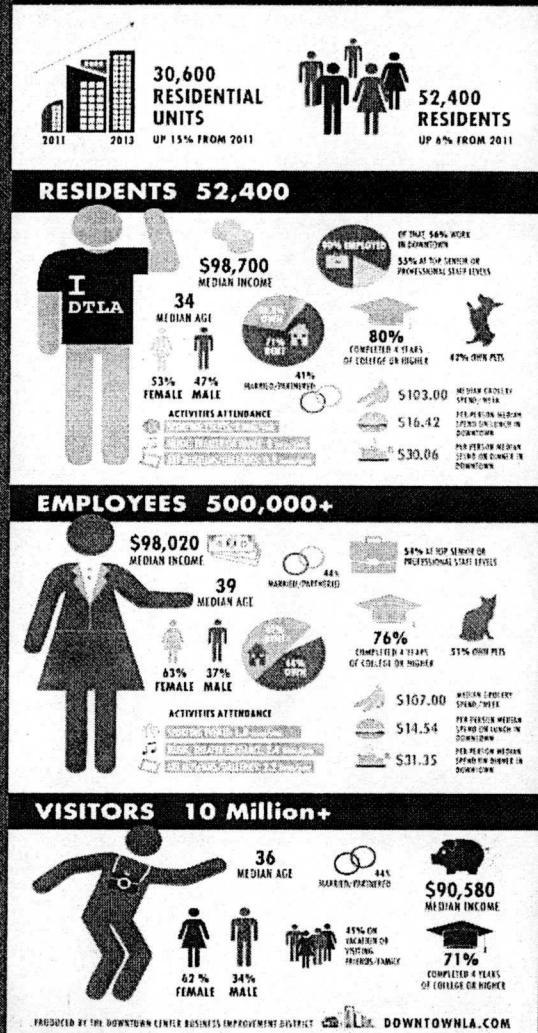


Please RSVP -
christine@jlp.com

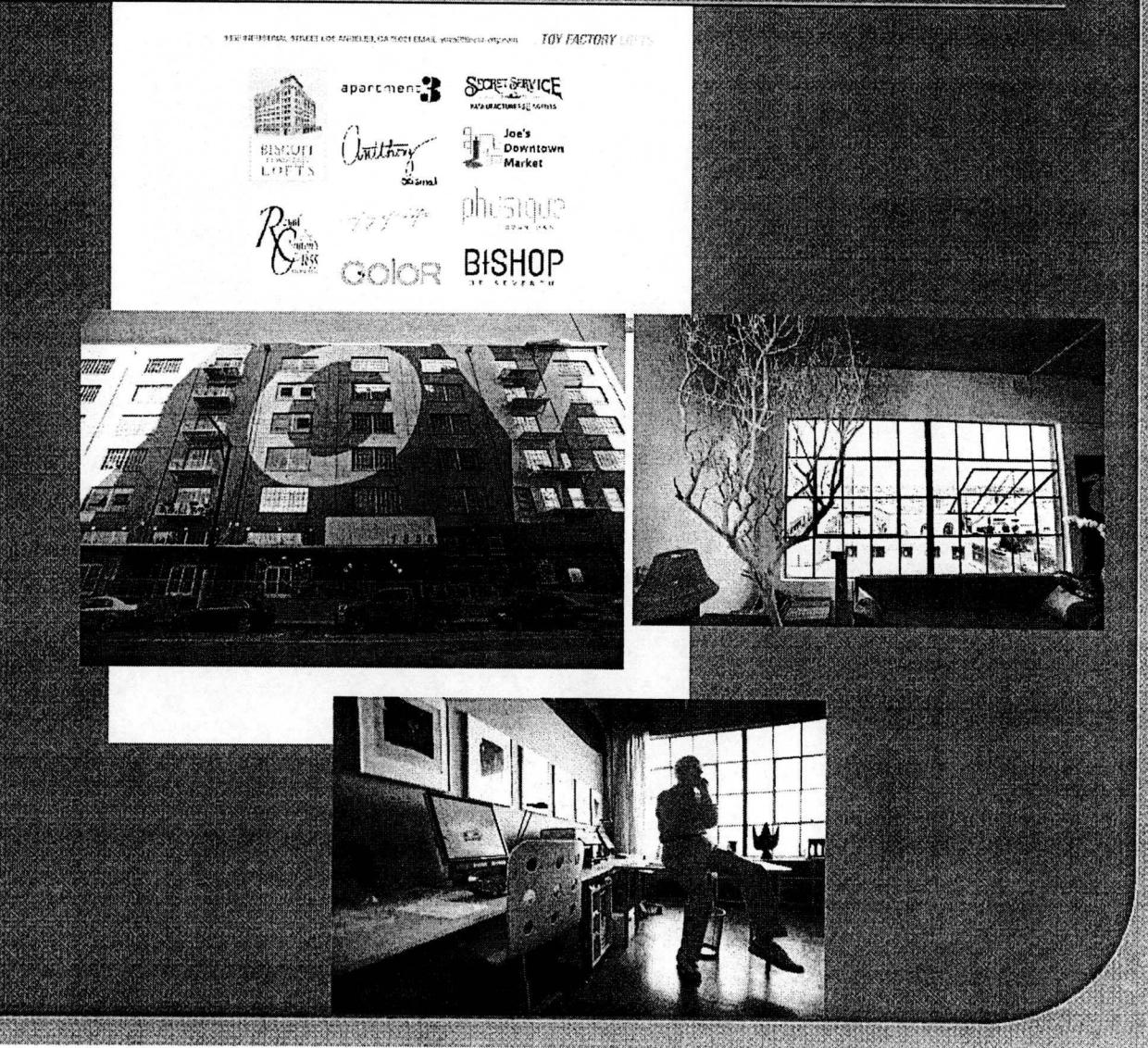
www.loftworkslv.com
Call 702-221-1444

DOWNTOWN LA DEMOGRAPHIC STUDY 2013

This demographic study was conducted by the Downtown Center Business Improvement District (DCBID) to provide economic and demographic data about who lives, works, plays in and visits Downtown Los Angeles. Over the past 12 years, Downtown LA has experienced an extraordinary renaissance, with new restaurants, nightspots, entertainment venues and amenities, becoming Southern California's economic engine.

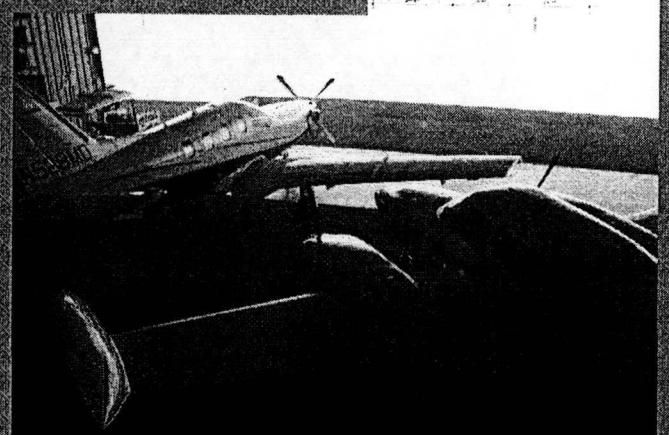
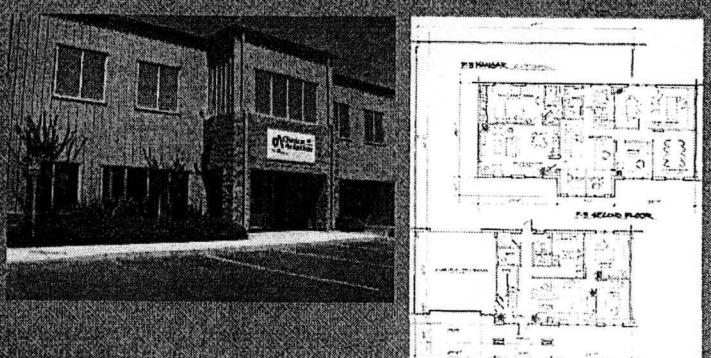


Downtown Los Angeles



Chino Airport Condo Hangars

- Developed in 2008 for use by various charter air companies and private individuals, pilots and visitors to the airport
- Two story design, incorporates a residential component with an office space attached to an airport hangar on airport property
- Most recent sale in 2010 \$825,000



In Closing

- Thanks to the City of Banning for the opportunity to present our project to the City Council.
- We appreciate the time, effort and all the work and availability of staff for this proposal
- We believe our project will be a long term improvement to the City of Banning, The Airport and Surrounding Community for many years to come

CITY COUNCIL AGENDA

Date: April 22, 2014

TO: City Council

FROM: Duane Burk, Director of Public Works

SUBJECT: Notice of Completion for Project No. 2013-15W "Repairs to Water Well M-7"

RECOMMENDATION: That the City Council accepts Project 2013-15W "Repairs to Water Well No. M-7," as complete and direct the City Clerk to record the Notice of Completion.

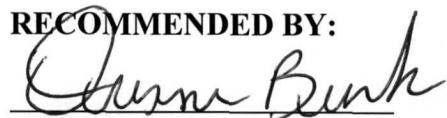
JUSTIFICATION: Staff has determined that the project has been completed per the City of Banning plans and specifications; therefore the acceptance of the Notice of Completion is appropriate.

BACKGROUND: On September 24, 2013 the City Council/Banning Utility Authority adopted Resolution No. 2013-17UA, "Approving the Contract Services Agreement with Layne Christensen Company of Redlands, California, for the Repairs to Water Well M-7". The awarded contract amount was \$96,679.79.

The scope of work under this project was to make the necessary repairs to Water Well M-7 that included the before and after video, brush and bail of the casing, installation of a new stainless steel cone strainer, installation of new shaft sections and couplings, installation of new bowl assemblies, installation of new tube sections and shaft assemblies, bearings, suction pipe, gaskets, bolts, and miscellaneous materials. All of the repairs to Water Well M-7 have been completed in accordance with the City of Banning Standard Specifications.

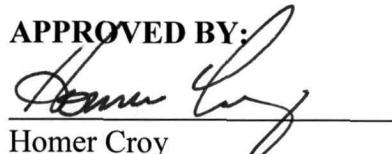
FISCAL DATA: The total contract price for this project is \$96,679.79.

RECOMMENDED BY:



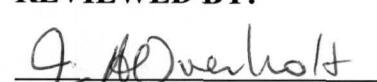
Duane Burk,
Director of Public Works

APPROVED BY:



Homer Croy
Interim City Manager

REVIEWED BY:



June Overholt,
Administrative Services Director/
Deputy City Manager

Attachment: Notice of Completion

1 WHEN RECORDED MAIL TO:

2
3 Office of the City Clerk
4 City of Banning
5 P.O. Box 998
6 Banning, California 92220

7
8 FREE RECORDING:

9 Exempt Pursuant to
10 Government Code §6103

12
13 NOTICE OF COMPLETION

14 PROJECT NO. 2013-15W

15 REPAIRS TO WATER WELL NO. M-7

16
17 THIS NOTICE OF COMPLETION IS HEREBY GIVEN by the OWNER, the
18 City of Banning, a Municipal Corporation, pursuant to the provisions of Section 3093 of
19 the Civil Code of the State of California, and is hereby accepted by the City of Banning,
20 pursuant to authority conferred by the City Council this April 22, 2014 and the grantees
21 consent to recordation thereof by its duly authorized agent.

22
23 That the OWNER, the City of Banning, and Layne Christensen Company of Redlands,
24 California, the vendee, entered into an agreement dated September 25th, 2013, for the
25 repairs of Water Well M-7, covered under Project No. 2013-15W. The scope of work
26 under this project was to make the necessary repairs to Water Well M-7 include the brush
27 and bail of the casing, installation of a new stainless steel cone strainer, installation of
28 new shaft sections and couplings, installation of new bowl assemblies, installation of new
29 tube and shaft assemblies, bearings, suction pipe, gaskets, bolts, and miscellaneous
30 materials. The repairs to Water Well M-7 are all in accordance with the City of Banning
31 Standard Specifications.

32 (1) That the work to Water Well M-7 was completed on March 31, 2014, for
33 Project No. 2013-15W, "Repairs to Water Well No. M-7".

(2) That the City of Banning, a municipal corporation, whose address is Banning City Hall, 99 E. Ramsey Street, Banning, California 92220, is completing work of improvement.

(3) That said work of improvement was performed at the Water Well No. M-7 located at 176 E. Lincoln, Banning, California 92220.

(4) That the original contractor for said improvement was Layne Christensen Company, State Contractor's License No. 510011.

(5) That Performance and Payment bonds were not required for this project.

(6) The nature of interest is in fee.

Dated: April 22, 2014

CITY OF BANNING
A Municipal Corporation

By _____
Homer Croy
Interim City Manager

APPROVED AS TO FORM:

David J. Aleshire, Aleshire & Wynder, LLP
Agency Counsel

JURAT

State of California
County of Riverside

Subscribed and sworn to (or affirmed) before me _____ on
this _____ day of _____, 2014 by _____ proved
to me on this basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal)

Notary Public in and for said County
and State

STATE OF CALIFORNIA)

) ss

COUNTY OF RIVERSIDE)

MARIE A. CALDERON, being duly sworn, deposes and says:

That I am the City Clerk of the City of Banning, which City caused the work to be performed on the real property hereinabove described, and is authorized to execute this Notice of Completion on behalf of said City; that I have read the foregoing Notice and know the contents thereof, and that the facts stated therein are true based upon information available to the City of Banning, and that I make this verification on behalf of said City of Banning. I declare under perjury that the forgoing is true and correct.

Executed on _____, 2014 at Banning, California.

City Clerk of the City of Banning

42

**CITY COUNCIL AGENDA
CONSENT**

DATE: April 22, 2014

TO: City Council

FROM: Duane Burk, Director of Public Works

SUBJECT: Resolution No. 2014-23, "Approving the Professional Services Agreement with Cozad & Fox for Engineering Staking Services for an amount of "Not to Exceed" \$7,500.00 for Parking Lot Improvements at Repplier Park (5.BN26-12)"

RECOMMENDATION: Adopt City Council Resolution No. 2014-23:

- I. Approving the Professional Services Agreement with Cozad & Fox of Hemet, California, for Engineering Staking Services for an amount of "Not to Exceed" \$7,500.00.
- II. The City Manager is authorized to execute the Professional Services Agreement with Cozad & Fox of Hemet, California, for Engineering Staking Services.

JUSTIFICATION: Cozad & Fox, Inc. of Hemet, California can provide the service with reasonable cost for Engineering Staking Services, for the Parking Lot Improvements at Repplier Park (5.BN26-12). In addition, this is to assist the City to meet their Strategic Plan Goal #5, Quality of Life, Strategic Priority Action Step, K-5, Repplier Park Improvements.

BACKGROUND: On October 22, 2013, the City Council approved a professional services agreement with HP Engineering of Redlands, California for Engineering Staking Services to establish horizontal and vertical control for the improvements, such as curb and gutter, finishing, pavement, and grading limits, to be constructed for Project No. 2013-03, "Parking Lot Improvements at Repplier Park (5.BN26-12) in the amount of \$7,500.00. HP Engineering was the original engineer who prepared the parking lot plans. In November 2013, the City Engineer contacted HP Engineering to execute the professional services agreement. At that time, the City Engineer was informed that Mr. Poquiz (Owner/Survey Chief) had been ill and would not be able to fulfill the contract requirements and therefore, the agreement would not be executed. With this information, the City Engineer solicited proposals from three (3) other engineering firms that provide staking services. The proposals are ranked lowest to highest as follows:

1. Cozad & Fox, Inc., Hemet, CA	\$7,500.00
2. Section Thirty Seven Consultants, Palm Desert, CA	\$7,810.00
3. Land Engineering Consultants, Calimesa, CA	\$8,481.00

Staff followed the informal bid process utilizing the City's purchasing policy, thereby soliciting (3) bids. The proposals are attached hereto as Exhibits "A, B, and C," respectively.

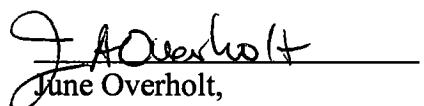
FISCAL DATA: The cost of the staking services is included in the Repllier Park (5.BN26-12) project, which is funded through the Community Block Development Grant. Funding of \$513,275.00 has been approved and budgeted for the entire project.

RECOMMENDED BY:



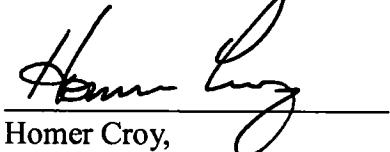
Duane Burk,
Director of Public Works

REVIEWED BY:



June Overholt,
Administrative Services Director/
Deputy City Manager

APPROVED BY:



Homer Croy,
Interim City Manager

RESOLUTION NO. 2014-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, "APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH COZAD & FOX FOR ENGINEERING STAKING SERVICES FOR AN AMOUNT OF "NOT TO EXCEED" \$7,500.00 FOR PARKING LOT IMPROVEMENTS AT REPLIER PARK (5.BN26-12)"

WHEREAS, on October 22, 2013, the Council approved a professional services agreement with HP Engineering of Redlands, California for Engineering Staking Services to establish horizontal and vertical control, such as curb and gutter, finishing, pavement, and grading limits, for the improvements to be constructed for Project No. 2013-03, "Parking Lot Improvements at Repplier Park (5.BN26-12) in the amount of \$7,500.00; and

WHEREAS, in November 2013, the City Engineer contacted HP Engineering to execute the professional services agreement, and was informed that Mr. Poquiz (Owner/Survey Chief) had been ill and would not be able to fulfill the contract requirements and therefore, the agreement could not be executed; and

WHEREAS, the City Engineer solicited proposals from three (3) other engineering firms that provide staking services; and

WHEREAS, Cozad & Fox, Inc. of Hemet, California can provide the staking services with the most reasonable cost for Project No. 2013-03.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. City Council adopts Resolution No. 2014-23, awarding the Professional Services Agreement with Cozad & Fox of Hemet, California, for Engineering Staking Services for an amount of "Not to Exceed" \$7,500.00.

SECTION 2. The City Manager is authorized to execute the Professional Services Agreement with Cozad & Fox of Hemet, California, for Engineering Staking Services.

PASSED, ADOPTED AND APPROVED this 22nd day of April, 2014.

Deborah Franklin, Mayor
City of Banning

ATTEST:

Marie A. Calderon, City Clerk

APPROVED AS TO FORM AND
LEGAL CONTENT:

David J. Aleshire, City Attorney
Aleshire & Wynder, LLP

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2014-23 was duly adopted by the City Council of the City of Banning at the regular meeting thereof held on the 22nd day of April, 2014, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Marie A. Calderon, City Clerk
City of Banning, California

EXHIBIT “A”

COZAD & FOX, INC.

PROPOSAL



- CIVIL / STRUCTURAL ENGINEERS
- MUNICIPAL CONSULTANTS
- SURVEYORS / PLANNERS
- WATER RESOURCES
- TRANSPORTATION

March 25, 2014
Revised March 26, 2014

Kahono Oei, P.E.
City of Banning
99 E. Ramsey Street
Banning, CA 92220

P: (951) 922-3135
E: koei@ci.banning.ca.us

RE: CONSTRUCTION SURVEYING SERVICES – REPPLIER PARK PARKING LOT

Dear Kahono,

Cozad & Fox, Inc. has prepared the attached scope of services and estimate for construction surveying for the Repplier Park parking lot. We can provide our services on an hourly basis not exceed each task amount and if the scope changes during construction, I will work with you to provide what is needed. Our fee estimates is based upon the AutoCAD files provided by the City of Banning.

For over 34 years, **Cozad and Fox, Inc.** has been providing construction staking services to School Districts and municipal agencies throughout Riverside and San Bernardino counties. We are responsive and will be there when you need us. Our staff includes **two civil engineers, three licensed land surveyors and two survey party chiefs with L.S.I.T. certifications**. Our field crews are outfitted with total stations and GPS equipment that use on- board surveying software, which allows for accurate and efficient stakeout.

I will be personally overseeing this project. Our staff takes pride in providing the best service possible and we are ready to help you keep this project on budget and schedule.

If you have any questions, please do not hesitate to call me.

Thank you,

A handwritten signature in black ink, appearing to read "B. Fox".

Brian Fox, P.E., P.L.S.
President

F:_Admin\Proposals\City of Banning\Repplier Park\Cover letter Rev 03-26-14.doc

EXHIBIT A
SCOPE OF SERVICES

Cozad & Fox, Inc. will perform the following services:

CONSTRUCTION SURVEYING SERVICES

1. **CONTROL SURVEY** – Perform a control survey to locate and tie out existing and set vertical and horizontal control.
2. **CONSTRUCTION STAKING**
 - a. **Rough Grade** – Provide one set of rough grade stakes for the parking lot.
 - b. **Curb, Gutter and Planters** – Provide one (1) set of stakes for curb, gutter and planters at 25'± on center, B.C.'s, E.C.'s and points along arcs as necessary. We assume that the rough grading for curb and gutter will be performed from the rough grade lot stakes and that only one set of final curb stakes will be required by the contractor. We further assume that the curb and gutter will be staked in two (2) move-ins.
3. **CUT-SHEETS, CONSTRUCTION STAKING CALCULATIONS AND COORDINATION**
– **Cozad & Fox, Inc.** will provide construction staking calculations, cut-sheets and coordination with the Contractor and City of Banning.

ADDITIONAL SERVICES

This proposal is our professional appraisal of the services required to complete the included items and is valid for sixty (60) days. Services not specifically identified herein as services to be performed by **Cozad & Fox, Inc.** or their consultants are considered **Additional Services** for the purposes of this agreement. Client may request that **Cozad & Fox, Inc.** perform Additional Services. However, any task requested beyond the enclosed estimates will be billed on an hourly basis. Our office will notify the client of these tasks in as timely a manner as possible to establish additional scope, schedule, and fee.

Cozad & Fox, Inc. recommends that a contingency fund in the amount of 20% of the contract be maintained to cover unexpected requests by the client or other agencies.

EXCLUSIONS

The following services are specifically excluded from this agreement. Services or coordination for these services can be provided by **Cozad & Fox, Inc.** if negotiated as an Extra Work Authorization.

- ❖ Coordination of utility relocations
- ❖ Corner record
- ❖ Legal descriptions or plat maps
- ❖ Lot Book/Title reports
- ❖ Lot line adjustment
- ❖ Potholing of utilities
- ❖ Record of Survey
- ❖ Utility easements
- ❖ Any other service not specifically set forth in the above Scope of Services

INSURANCE

Cozad & Fox, Inc. carries professional liability, general liability, automotive, and workman's compensation insurance. Specific coverage amounts or policy information can be provided upon request.

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Proposal for Surveying Services

City of Banning

Repllier Park Parking Lot

March 25, 2014

Revised March 26, 2014

**EXHIBIT B
COMPENSATION**

Client agrees to compensate consultant as follows:

CONSTRUCTION SURVEYING SERVICES

1. CONTROL SURVEY

Estimate (2 hours @ \$190 per hour) \$380.00

2. CONSTRUCTION STAKING

a. Rough Grade

Estimate (10 hours @ \$190 per hour) \$1,900.00

b. Curb, Gutter and Planters

Estimate (20 hours @ \$190 per hour) \$3,800.00

3. CUT-SHEETS, CONSTRUCTION STAKING CALCULATIONS AND COORDINATION

Estimate (10 hours @ \$115 per hour) \$1,150.00

TOTAL ESTIMATE \$7,230.00

REIMBURSABLES \$270.00

IN-OFFICE REIMBURSABLES (including blueprints, plots, photo copies, long distance telephone calls, mileage, and other in-office supplies directly related to the project) No Backup data or copies of bills will be provided for reimbursable expense invoiced under this agreement. Should backup data be requested, it will be provided for an administrative fee of \$100 per monthly invoice requiring verification, plus a \$1.00 per bill or cost item supplied.

Proposal for Surveying Services
City of Banning
Repllier Park Parking Lot
March 25, 2014
Revised March 26, 2014

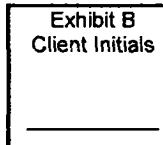
A signed agreement is required prior to scheduling work. Progress billings will be forwarded to the client on a bi-weekly basis. Billings will include fees earned for the billing period plus all direct costs advanced by the **Cozad & Fox, Inc.** Client shall make every reasonable effort to review invoices within ten working days from the date of receipt and to notify Consultant in writing of any item that is allegedly incorrect. All invoices are due and payable upon receipt. Reimbursable items such as survey stakes, blueprints, etc., will be billed at cost plus 20%.

The fees proposed herein shall apply for one year from contract date. Due to ever-changing costs, after one year Consultant shall increase contract fee amount by fifteen-percent on those portions of the contract work remaining to be completed.

PAYMENT SCHEDULE

Client agrees to compensate Consultant for services as invoiced. Overall payment milestones will be as follows:

1. Surveying will be invoiced as project progresses.



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- CIVIL AND STRUCTURAL ENGINEERS
- MUNICIPAL CONSULTANTS
- SURVEYORS / PLANNERS
- WATER RESOURCES
- TRANSPORTATION

SCHEDULE OF FEES

Effective Date: October 1, 2012 – December 31, 2014

GENERAL SCOPE OF SERVICES

Cozad & Fox, Inc. provides services in the fields of civil engineering, structural engineering, and land surveying in accordance with presently accepted professional practices. **Cozad & Fox, Inc.** does not provide services relating to construction safety and shall be held harmless by the contractor from any liability in this regard. In the event that the client requests termination of work prior to its completion, we reserve the right to complete, at the client's expense, such analysis and records as are considered necessary by us to place our files in order and/or to protect our professional reputation.

PERSONNEL CHARGES - RATES PER HOUR

	RATES
Principal Civil Engineer/Principal Land Surveyor/Structural Engineer	\$175.00
Senior Project Engineer	\$145.00
Project Engineer	\$125.00
Assistant Project Engineer	\$115.00
Administrative/Project Coordination	\$80.00
Typing, printing	\$40.00
Survey - Office Analysis	\$145.00
*One Man Survey Crew	\$190.00
Two Man Survey Crew	\$250.00
Extra Survey Crew Support (Traffic control, etc.)	Estimated by project

* With today's advanced technology, most of our surveys are completed by a one-man survey crew.

OTHER CHARGES

Expert Witness - Deposition and/or Court appearance	Two times hourly rate
Expert Witness - Research, Case Review and/or Preparation	Normal hourly rate
Mileage to and from meetings or project site	\$0.45/mile
Reimbursable Expenses and Sub Consultants	Lump Sum

EXHIBIT "B"

SECTION THIRTY SEVEN CONSULTANTS

PROPOSAL

AGREEMENT BETWEEN CLIENT AND CONSULTANT

AGREEMENT ENTERED INTO AT Palm Desert, CA, made this 27th day of March, 2014 by and between City of Banning, 99 E. Ramsey St., Banning, CA 92220, hereinafter called "Client," and Section Thirty Seven, Inc. a California corporation, herein called "Consultant."

Client and Consultant agree as follows:

A. Client retains Consultant to perform services for:

Professional Surveying Services for Repplier Park, Banning, CA (City of Banning Project No. 2009-05)
hereinafter called "Project."

B. Consultant agrees to perform the following scope of services:

As recited in the Exhibit "A" dated March 27, 2014

C. Client agrees to compensate Consultant for such services as follows:

As recited in the Exhibit "B" dated March 27, 2014

D. This Agreement is subject to Provisions of Agreement 1 through 49 attached herewith, and the terms and conditions contained in initialed exhibits attached herewith and made a part hereof.

IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above and on the day and year indicated above.

By: _____



By: _____

Title: Principal

By: _____

Date: March 27, 2014

Title: _____

Date: _____

Proposal No: 37-100111

P.O. No: _____

Exhibit "A" – Scope of Services**March 27, 2014 - Proposal #37-100111****Task 1 – Boundary, Control, and Base Mapping**

Consultant shall establish adequate survey control to verify the boundary as shown on all plans. This includes coordinating and compiling drawings from architect, civil engineer and others. Includes initial setup, and additional work as project progresses. Consultant shall make up to one (1) site mobilization to complete this task.

Task 2 – Removal Staking and Grade Verification

Utilizing digital engineering files provided by Client, Consultant shall provide construction stakes per the needs of the contractor to facilitate the removal of all existing improvements that are to be removed prior to construction. Consultant shall verify that all proposed new construction matches the approved grading plans at a necessary join points. Consultant shall make up to one (1) site mobilization to complete this task.

Task 3 – Curb Staking for Parking Lot

Consultant shall provide stakes to establish location and elevation for all new curb and gutter as shown on Sheet 2 of the Grading Plan provided by the client. Stakes shall be set at offsets and intervals per the Client's request. Consultant shall make up to two (2) site mobilizations to complete this task.

Schedule:

It is understood that timing is of the utmost concern. Consultant agrees that they shall mobilize as required to maintain the project schedule. Client shall provide at least 72 hours notice for staking requests.

Exclusions:

This proposal excludes any item not explicitly listed in the list of tasks above.

Client Responsibilities:

Client shall provide all necessary plans and Autocad drawings to Consultant.

Client shall provide Consultant and his subordinate's access to the site as required.

All Agency Fees, including Plan Check Fees, Review Fees, Inspection Fees, and Mitigation Fees are the responsibility of the Client.

Exhibit "B" – Fee Schedule**March 27, 2014 - Proposal #37-100111**

Task 1 – Boundary, Control, and Base Mapping	\$1,940
Task 2 – Removal Staking and Grade Verification	\$1,710
Task 3 – Curb Staking for Parking Lot	\$4,160
Total	\$7,810

Hourly Rates and Reimbursable Expenses

Any work completed on a time and material basis that is outside of the scope of this proposal will be completed at the following hourly rates. Such work will only commence on written authorization of the Client, as authorized by an additional work request, which shall specify not to exceed amounts for any extra services.

Survey Analyst	\$105/hr
Principal Surveyor	\$125/hr
(1) Man Survey Crew	\$135/hr
(2) Man Survey Crew	\$185/hr

The scope includes mileage for up to four (4) mobilizations to the jobsite. Additional items such as mileage, prints, and other incidentals shall be billed to client as they accrue at actual cost.

Provisions

Client shall be billed on an as percent complete basis. All invoices are due on receipt.

Client shall indemnify Consultant and its subordinates and sub-consultants from any damages or litigation arising from any party, including contractors, subcontractors, neighboring property owners and any public agency having jurisdiction, except for damages caused solely by negligence of the Consultant, as provided for in the contract provisions.

This agreement may be terminated by providing written notice of termination by either party at any time. Should the agreement be terminated, the Client shall pay the consultant for all work performed up to point of receipt of the notice of termination, and the Consultant shall deliver all work completed to the Client.

The costs outlined in this proposal are valid through 7/30/2014.

PROVISIONS OF AGREEMENT

Client and Consultant agree that the following provisions shall be part of this agreement

- 1 Client and Consultant agree to cooperate with each other in order to fulfill their responsibilities and obligations under this agreement. Both Client and Consultant shall endeavor to maintain good working relationships among members of the project team
- 2 This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant
- 3 This agreement shall not be assigned by either Client or Consultant without the prior written consent of the other
- 4 This agreement contains the entire agreement between Client and Consultant relating to the project and the provision of services for the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force or effect. Subsequent modifications to this agreement shall be in writing and signed by both Client and Consultant
- 5 Consultant's or Client's waiver of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant. Consultant's or Client's waiver of any breach of this agreement shall not constitute the waiver of any other breach of the agreement
- 6 If any term, condition or covenant of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on Client and Consultant
- 7 This agreement shall be governed by and construed in accordance with the laws of the State of California
- 8 If the scope of services includes Consultant's assistance in applying for governmental permits or approvals, Consultant's assistance shall not constitute a representation, warranty or guarantee that such permits or approvals will be acted upon favorably by any governmental agency.
9. Upon Consultant's request, Client shall execute and deliver, or cause to be executed and delivered, such additional information, documents or money to pay governmental fees and charges which are necessary for Consultant to perform services pursuant to the terms of this agreement
10. Client acknowledges all reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by Consultant are instruments of service, and shall remain the property of Consultant and may be used by Consultant without the consent of Client. Upon request and payment of all costs involved, Client is entitled to a copy of all final plans and specifications for use in connection with the project for which the plans and specifications have been prepared. Client acknowledges that its right to utilize final plans and specifications and the services of Consultant provided pursuant to this agreement will continue only so long as Client is not in default, pursuant to the terms and conditions of this agreement, and Client has performed all its obligations under this agreement
- 11 Client agrees not to use or permit any other person to use plans, specifications, drawings, cost estimates, reports or other documents prepared by Consultant which plans, specifications, drawings, cost estimates, reports or other documents are not final and which are not signed and stamped or sealed by Consultant. Client shall be responsible for any such use of non-final plans, specifications, drawings, cost estimates, reports or other documents not signed and stamped or sealed by Consultant. Client hereby waives any claim for liability against Consultant for such use. Client further agrees that final plans, specifications, drawings, cost estimates, reports or other documents are for the exclusive use of Client and may be used by Client only for the project described as part of this agreement. Such final plans, specifications, drawings, cost estimates, reports or other documents may not be changed or used on a different project without written authorization or approval by Consultant. If signed check-prints are required to be submitted with a stamp or seal, they shall not be considered final for purposes of this paragraph
- 12 In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by Consultant, Client covenants and agrees that all such electronic files are instruments of service of Consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights. Client agrees not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this agreement. Client agrees not to transfer these electronic files to others without the prior written consent of Consultant. Client further agrees to waive all claims against Consultant resulting in any way from any unauthorized changes or reuse of the electronic files for any other project by anyone other than Consultant. Client and Consultant agree that any electronic files furnished by either party shall conform to the CADD specifications listed in Exhibit A. Any changes to the CADD specifications by either Client or Consultant are subject to review and acceptance by the other party. Additional services by Consultant made necessary by changes to the CADD or other software specifications shall be compensated for as additional services. Electronic files furnished by either party shall be subject to an acceptance period of fifteen (15) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. Client is aware that differences may exist between the electronic files delivered and the printed hard copy construction documents. In the event of a conflict between the signed construction documents prepared by Consultant and electronic files, the signed and stamped or sealed hard copy construction documents shall govern. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees, agents and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than Consultant or from any reuse of the electronic files without the prior written consent of Consultant. Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by Consultant, and Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Consultant be liable for indirect or consequential damages as a result of Client's use or reuse of the electronic files
13. Consultant makes no representations concerning soils or geological conditions unless specifically included in writing in this agreement, or by amendments to this agreement, and shall not be responsible for any liability that may arise out of the making of or failure to make soils or geological surveys, subsurface soils or geological tests, or general soil or geological testing
- 14 Client acknowledges Consultant has the right to complete all services agreed to be rendered pursuant to this agreement. In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services performed. In the event all or any portion of the services by Consultant are suspended, abandoned, or otherwise terminated, Client shall pay Consultant all fees and charges for services provided prior to termination, not to exceed the contract limits specified herein, if any. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by Client as extra services pursuant to paragraph 27. Client acknowledges if project services are terminated for the convenience of Client, Consultant is entitled to reasonable termination costs and expenses, to be paid by Client as extra services pursuant to paragraph 27.
15. If the scope of services to be provided by Consultant pursuant to the terms of this agreement includes an ALTA survey, Client agrees that Consultant may sign one of the ALTA survey statements attached to this agreement and incorporated herein by reference. In the event Consultant is required to sign a statement or certificate which differs from the ALTA survey statements contained in the attachment to this agreement, Client hereby agrees to indemnify and hold Consultant harmless from any and all liability arising from or resulting from the signing of any statement which differs from those statements contained in the attachment to this agreement.
- 16 If the scope of services to be provided by Consultant pursuant to the terms of this agreement includes the preparation of grading plans but excludes construction staking services, Client acknowledges that such staking services normally include coordinating civil engineering services and the preparation of record drawings based upon information provided by others, and Client will be required to retain such services from another consultant or pay Consultant pursuant to this agreement for such services as extra services in accordance with paragraph 27.
17. If the scope of services contained in this agreement does not include construction-phase services for this project, Client acknowledges such construction-phase services will be provided by Client or by others and Client assumes all responsibility for interpretation of the contract documents and for construction observation and supervision and waives any claim against Consultant that may in any way be connected thereto. In addition, Client agrees to indemnify and hold Consultant harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from the modification, clarification, interpretation, adjustments or changes made to the contract documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of Consultant
18. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court. If the suspension of performance of Consultant's obligation pursuant to this agreement continues for a period in excess of ninety (90) days, Consultant shall have the right to terminate all services pursuant to this agreement
19. This agreement shall not be construed to alter, affect or waive any design professional's lien, mechanic's lien or stop notice right which Consultant may have for the performance of services pursuant to this agreement. Client agrees to provide to Consultant the present name and address of the record owner of the property upon which the project is to be located. Client also agrees to provide Consultant with the name and address of any and all lenders who may loan money on the project and who are entitled to receive a preliminary notice
20. If payment for Consultant's services is to be made on behalf of Client by a third-party lender, Client agrees that Consultant shall not be required to indemnify the third-party lender, in the form of an endorsement or otherwise, as a condition to receiving payment for services
21. Consultant shall not be required to execute any documents subsequent to the signing of this agreement that in any way might, in the judgment of Consultant, increase Consultant's contractual or legal obligations or risks, or the availability or costs of his or her professional or general liability insurance
22. All fees and other charges due Consultant will be billed monthly and shall be due at the time of billing unless specified otherwise in this agreement. If Client fails to pay Consultant within thirty (30) days after invoices are rendered, Consultant shall have the right in its sole discretion to consider such default in payment a material breach of this entire agreement, and, upon written notice, Consultant's duties, obligations and responsibilities under this agreement may be suspended or terminated. In such event, Client shall promptly pay Consultant for all outstanding fees and charges due Consultant at the time of suspension or termination. If Consultant elects to suspend or terminate Consultant's services pursuant to this provision, Consultant is entitled to reasonable suspension or termination costs or expenses
23. Client agrees that all billings from Consultant to Client are correct and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in billing
24. Client agrees to pay a monthly late payment charge, which will be the lesser of one and one-half percent (1.5%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the billing

PROVISIONS OF AGREEMENT (Continued)

25 If Consultant, pursuant to this agreement, produces plans, specifications, or other documents and/or performs field services, and such plans, specifications, or other documents and/or field services are required by any governmental agency, and such governmental agency changes its ordinances, codes, policies, procedures or requirements after the date of this agreement, any additional office or field services thereby required shall be paid for by Client as extra services in accordance with paragraph 27

26 In the event Consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labor agreement, or increase in the cost of living, during the lifetime of this agreement, a percentage increase shall be applied to all remaining fees and charges to reflect the increased costs

27 Client agrees that if Client requests services not specified in the scope of services described in this agreement, Client will pay for all such additional services as extra services, in accordance with Consultant's billing rates utilized for this agreement

28 In the event that any staking or record monuments are destroyed, damaged or disturbed by an act of God or parties other than Consultant, the cost of restaking shall be paid for by Client as extra services in accordance with paragraph 27

29 Client acknowledges that the design services performed pursuant to this agreement are based upon field and other conditions existing at the time these services were performed. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications and other changes may be necessary to reflect changed field or other conditions. Such clarifications, adjustments, modifications and other changes shall be paid for by Client as extra services in accordance with paragraph 27

30 Client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils or geotechnical engineering fees, soils or geotechnical testing fees, aerial topography fees, and all other fees, permits, bond premiums, applicable taxes on professional services, title company charges, blueprints and reproductions, and all other similar charges not specifically covered by the terms of this agreement

31 Client acknowledges and agrees that if Consultant provides surveying services, which services require the filing of a Record of Survey in accordance with Business and Professions Code section 8762, or a Corner Record pursuant to Business and Professions Code section 8773, all of the costs of preparation, examination and filing for the Record of Survey or Corner Record will be paid by Client as extra services in accordance with paragraph 27

32 Consultant is not responsible for delay caused by activities or factors beyond Consultant's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or approve or disapprove of Consultant's services or instrument of service promptly, faulty performance by Client or other contractors or governmental agencies. When such delays beyond Consultant's reasonable control occur, Client agrees Consultant shall not be responsible for damages nor shall Consultant be deemed to be in default of this agreement. Further, when such delays occur, Client agrees that, to the extent such delays cause Consultant to perform extra services, such services shall be paid for by Client as extra services in accordance with paragraph 27

33 Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. Client agrees that it is the responsibility of Client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof.

34 If the scope of services requires Consultant to estimate quantities, such estimates are made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, such estimates are only estimates and shall not constitute representations, warranties or guarantees of the quantities of the subject of the estimate. If the scope of services requires Consultant to provide its opinion of probable construction costs, such opinion is to be made on the basis of Consultant's experience and qualifications and represents Consultant's best judgment as to the probable construction costs. However, since Consultant has no control over costs or the price of labor, equipment or materials, or over the contractor's method of pricing, such opinions of probable construction costs do not constitute representations, warranties or guarantees of the accuracy of such opinions, as compared to bid or actual costs

35 Estimates of land areas provided under this agreement are not intended to be, nor should they be considered to be, precise. The estimate will be performed pursuant to generally accepted standards of professional practice in effect at the time of performance

36 Client acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors

37 Consultant makes no warranty, either express or implied, as to its findings, recommendations, plans, specifications, or professional advice except that the services were performed pursuant to generally accepted standards of professional practice in effect at the time of performance

38 In the event (1) Client agrees to, authorizes, or permits changes in the plans, specifications or documents prepared by Consultant, which changes are not consented to in writing by Consultant, or (2) Client agrees to, authorizes or permits construction of unauthorized changes in the plans, specifications or documents prepared by Consultant, which changes are not consented to in writing by Consultant, or (3) Client does not follow recommendations prepared by Consultant pursuant to this agreement, which changed recommendations are not consented to in writing by Consultant. Client acknowledges that the unauthorized changes and their effects are not the responsibility of Consultant and Client agrees to release Consultant from all liability arising from the use of such changes, and further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, agents, employees and subconsultants from and against all claims, demands, damages or costs, including attorneys' fees, arising from the unauthorized changes

39 Client agrees that in accordance with generally accepted construction practices, the construction contractor and construction subcontractors will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, and that this requirement shall apply continuously and not be limited to normal working hours. Neither the professional activities of Consultant nor the presence of Consultant or his or her employees or subconsultants at a construction site shall relieve the contractor and its subcontractors of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and applicable health or safety requirements of any regulatory agency or of state law.

40 Client agrees to require its contractor and subcontractors to review the plans, specifications and documents prepared by Consultant prior to the commencement of construction-phase work. If the contractor and/or subcontractors determine there are deficiencies, conflicts, errors, omissions, code violations, improper uses of materials, or other deficiencies in the plans, specifications and documents prepared by Consultant, contractors and subcontractors shall notify Client so those deficiencies may be corrected by Consultant prior to the commencement of construction-phase work

41 If during the construction phase of the project Client discovers or becomes aware of changed field or other conditions which necessitate clarifications, modifications or other changes to the plans, specifications, estimates or other documents prepared by Consultant, Client agrees to notify Consultant and retain Consultant to prepare the necessary changes or modifications before construction activities proceed. Further, Client agrees to require a provision in its construction contracts for the project which requires the contractor to promptly notify Client of any changed field or other conditions so that Client may in turn notify Consultant pursuant to the provisions of this paragraph. Any extra work performed by Consultant pursuant to this paragraph shall be paid for as extra services pursuant to paragraph 27

42 Client agrees to purchase and maintain, or cause Contractor to purchase and maintain, during the course of construction, builder's risk "all risk" insurance which will name Consultant as an additional named insured as its interest may appear.

43 Client acknowledges that Consultant's scope of services for this project does not include any services related in any way to asbestos and/or hazardous or toxic materials. Should Consultant or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect Consultant's services, Consultant may, at its option, suspend or terminate work on the project until such time as Client retains a qualified contractor to abate and/or remove the asbestos and/or hazardous or toxic materials and warrant that the job site is free from any hazard which may result from the existence of such materials

44 Client hereby agrees to bring no cause of action on any basis whatsoever against Consultant, its officers and directors, principals, employees, agents and subconsultants if such claim or cause of action in any way would involve Consultant's services for the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or any hazardous or toxic materials. Client further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, principals, employees and subconsultants from any asbestos and/or hazardous or toxic material related claims that may be brought by third parties as a result of the services provided by Consultant pursuant to this agreement, except claims caused by the sole negligence or willful misconduct of Consultant.

45 In the event of any litigation arising from or related to the services provided under this agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, experts' fees, and other related expenses

46 Client agrees that in the event Consultant institutes litigation to enforce or interpret the provisions of this agreement, such litigation is to be brought and adjudicated in the appropriate court in the county in which Consultant's place of business is located, and Client waives the right to bring, try or remove such litigation to any other county or judicial district

47 (a) Except as provided in subdivisions (b) and (c), in an effort to resolve any conflicts that arise during the design or construction of the project or following completion of the project, Client and Consultant agree that all disputes between them arising out of or relating to this agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise. Client and Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements

(b) Subdivision (a) shall not preclude or limit Consultant's right to file an action for collection of fees of any amount

(c) Subdivision (a) shall not preclude or limit Consultant's right to record, perfect or enforce applicable mechanic's lien or stop notice remedies

48 In the event the parties to this Agreement are unable to reach a settlement of any dispute arising out of this Agreement or related services under this Agreement, then such disputes may, with the consent of both parties, be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association or such other arbitration rules as the parties may choose. In any arbitration, the laws of the State of California shall apply.

49 Client agrees to limit the liability of Consultant, its principals, employees and subconsultants, to Client and to all contractors and subcontractors on the project, for any claim or action arising in tort, contract, or strict liability, to the sum of \$10,000 or Consultant's fee, whichever is less. Client and Consultant acknowledge that this provision was expressly negotiated and agreed upon.

EXHIBIT "C"

LAND ENGINEERING CONSULTANTS, INC.

PROPOSAL



Land Engineering Consultants, Inc.

Civil Engineering • Land Surveying • Land Planning • Storm Water
Pollution Prevention & Water Quality Management Planning

March 28, 2014

Mr. Kahono Oei, P.E.
City Engineer
City of Banning
99 E. Ramsey Street
Banning, CA. 92220

RE: Proposal for Construction Surveying Services for the City of Banning, Project No. 2009-05 Repplier Park, Parking Lot, Drainage, and Access Improvements located at the Northwest corner of George Street and San Gorgonio Avenue in the City of Banning, California:

Dear Kahono,

Per your request, LAND ENGINEERING CONSULTANTS, INC. has developed the following scope of services and schedule of fees for work on this project. Per our discussions with you, the following summarizes the scope of services we would be performing:

- **PRELIMINARY SERVICES**
- Utilizing digital drawing files of the approved development plans obtained from the city's design engineer HP Engineering Inc. perform office calculations to establish the survey controls and prepare field cut sheets for approximately 350 survey points in support of the onsite construction survey services.
- Attend a pre-construction meeting with the contractor(s) and city to coordinate the staking schedule.

Professional Surveyor – 9 hrs. @ \$118.00 = \$1,062.00

PHASE 1 - CONSTRUCTION SURVEY

- Provide one set of opposing offset stakes to new parking lot light standards.
- Provide one set of rough grade top of curb stakes at coordinated locations to establish the curbed boundaries and sub grade of the new parking lot area.
- Provide one set of offset stakes at tops and toes of the perimeter detention basins.
- Provide one set of offset curb stakes to establish both driveway approaches including their curb and sidewalk returns from San Gorgonio Avenue.

- Provide one set of offset curb stakes including spandrel and cross gutter at the northwest corner of George Street and San Gorgonio Avenue.
- Provide one set of offset stakes for the new perimeter curb and curbed islands being installed within the existing paved parking lot areas. Stakes for Type "D" curbing being installed within existing paved areas receiving overlay will be marked for horizontal position only, and stakes for new Type "D" curb or 6" curb & gutter outside the existing paved areas to remain will be marked for offsets to both horizontal and vertical positions.

2 Man crew - Professional Surveyor/Rodman – 24 hrs. @ \$165.00 = \$3,960.00

PHASE 2 - CONSTRUCTION SURVEY

- Provide one set of top of curb offset stakes at all perimeter, island and drain curbs including their angle points, begin, end and radius of returns, including offset stakes to gutters and outlet drainage device flow line elevations, not to exceed 25 feet separation for the new parking lot areas, and for the eastern most portion of the existing parking lot receiving new curb & gutter and drainage outlet improvements.
- Provide one set of top of curb offset stakes and parking stall finish surface elevations where new curb and asphalt finish surface is required to meet accessibility requirements at handicap parking stalls and ramps.
- Provide one set of blue top stakes to confirm tops and toes of perimeter detention basins and street parkway grade.

2 Man crew - Professional Surveyor/Rodman – 19.5 hrs. @ \$165.00 = \$3,217.50

PHASE 3 – GRADING CERTIFICATION

- Perform a site check of finish grading and prepare a Final Grading Certification meeting the requirements of the City of Banning.

Professional Engineer – 1.75 hrs. @ \$138.00 = \$241.50

Total Fixed Fee: \$8,481.00

The services described above will be completed for the fees indicated as per the attached Schedule of Rates. If additional services become required such as replacing lost, damaged or stolen stakes, or to establish survey data to correct inaccurate plan data, revisions to this proposal would be discussed with the client prior to proceeding with the work.

If this proposal meets with your approval, please sign in the space provided below and return a copy to us. Thank you for the opportunity to provide construction surveying services for your project. LAND ENGINEERING CONSULTANTS, INC. is committed to providing you quality cost effective services in a timely manner and we look forward to working together with you on this project.

If you have any questions or comments, please contact us.

Sincerely,
LAND ENGINEERING CONSULTANTS, INC.



Steven H. Ritchey, P.E., P.L.S.
Principal



Daniel J. Haskins, Project Manager
Principal

Accepted By: _____

Print Name: _____

Date: _____

Note: Survey's require a minimum of 48 hours advance notification. Project billing will be submitted monthly based upon the percentage of work completed for each scope item. Payment Terms are Net 30 days.

LAND ENGINEERING CONSULTANTS, INC.
SCHEDULE OF RATES
JANUARY 2014

Professional Engineer	\$138.00
Senior Project Manager	\$128.00
Professional Surveyor	\$118.00
Project Engineer	\$108.00
Senior Cadd Designer	\$94.00
Cadd Technician	\$82.00
Project Coordinator	\$58.00
Clerical Assistant	\$42.00
2 – Man Survey Crew	\$165.00
3 – Man Survey Crew	\$195.00
Sub-Consultants	Actual Cost
Reimbursable Expenses	Actual Cost

CITY COUNCIL AGENDA

Date: April 22, 2014

TO: City Council

FROM: Duane Burk, Director of Public Works

SUBJECT: Report of Mascaro Case Settlement

RECOMMENDATION: The City Council receive and file report on the Mascaro Case Status.

BACKGROUND: In the case of Stephen J. Mascaro, et al v. Banning Heights Mutual Water Company, et al ("Mascaro Case"), all parties have signed the settlement agreement, attached hereto as Attachment "A," that was previously approved by Council, and the case is now dismissed.

While this litigation matter is now complete some residual work is left to do related to the transfer of the Flume, such as identification and recording of easements for Banning to access the Flume on the Mascaro's property. We anticipate these residual tasks being done as the transfer of the Flume to Banning moves along. Resolving this case removes a hurdle from the "big-picture" Flume efforts, and is a step towards resolving differences with the Forest Services, namely, the Forest Service's interest for water to be released from the Flume for the natural habitat.

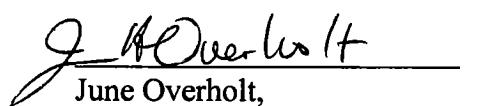
FISCAL DATA: None.

RECOMMENDED BY:



Duane Burk,
Director of Public Works

REVIEWED BY:


June Overholt,
Administrative Services Director/
Deputy City Manager

APPROVED BY:


Homer Croy
Interim City Manager

65

ATTACHMENT "A"
MASCARO SETTLEMENT AGREEMENT

65A

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement ("Agreement") is made and entered into by and among Stephen J. Mascaro and Betty D. Mascaro (the "Mascaros" or "Plaintiffs"), Southern California Edison Company ("SCE"), Banning Heights Mutual Water Company ("BHMWC"), and the City of Banning ("Banning"). The Mascaros, SCE, BHMWC, and Banning are sometimes referred to herein individually as a "Party" and collectively as the "Parties." SCE, BHMWC, and Banning are sometimes referred to herein collectively as "Defendants."

RECITALS

A. Since April 1998, the Mascaros have owned real property in the County of San Bernardino, California, generally described as Section 31, T1S, R2E, SBBM (the "Property"). The Property is located in the San Bernardino Mountains at an altitude of approximately 7,000 feet.

B. Approximately 90 years ago, a previous owner of the Property granted to SCE's predecessor in interest a right-of-way to construct and maintain a water delivery system across a portion of the Property. This delivery system and related diversion facilities (the "Flume") divert water from the South and East branches or forks of the Whitewater River Stream System from a diversion point north of the Property. From there the Flume crosses the north-west corner of the Property and exits the Property onto United States Forest Service ("USFS") land. The water previously flowed through a penstock to the electric power generating facility ("Power Plant") where it generated electric power for SCE customers. After the water left the Power Plant, it entered a holding tank from which BHMWC acquired the water it needs for its service area pursuant to the Water Right.¹ Excess water would flow on the surface until it percolated underground beneath Banning's well field. The South branch of the Whitewater River Stream System, in its natural state, runs through the north-east corner of the Property at a location which is downstream from the diversion point north of the Property.

C. The Mascaros have used water flowing in the Flume.

¹ The Water Right is a "pre-1914" appropriative right held jointly by SCE, BHMWC, and Banning, with SCE senior to BHMWC and Banning, and BHMWC senior to Banning, as determined in *In the Matter of the Determination of the Relative Rights, Based Upon Prior Appropriation, of the Various Claimants to the Waters of Whitewater River and Its Tributaries, in San Bernardino and Riverside Counties, California* (1938), San Bernardino Superior Court Case No. 18035, page 6.

D. In approximately 2000, the Flume failed at a point on or near the Property. Consequent to the failure, water previously flowing through the Flume and into the penstock was rediverted so that water in the Flume is released into Burnt Canyon to a point where it is diverted again so it can be captured by BHMWC and Banning pursuant to the Water Right.

E. SCE no longer uses the Power Plant to generate electricity, and accordingly, it is seeking to decommission the Power Plant and transfer its interests in the Flume and other associated water conveyance facilities (including the Power Plant) and real property interests, as set forth in the Transfer Agreement and this Agreement including Section 1.17, to BHMWC and Banning. This transfer requires the approval of the Federal Energy Regulatory Commission ("FERC"). To accomplish this transfer, SCE has submitted for FERC approval an application to surrender its license to operate the San Gorgonio Hydroelectric Project (P-344) ("Application to Surrender"). The planned transfer of the Flume and related facilities and interests is memorialized in an agreement duly executed by SCE, BHMWC, Banning, and others (the "Transfer Agreement") as it may be amended from time to time. Once the Application to Surrender has been approved and other regulatory approvals necessary have been obtained for SCE to transfer the Flume (and repair the Flume, as the case may be), and SCE, BHMWC, or Banning, as the case may be, obtains USFS, FERC, or other regulatory approval for operating the Flume, SCE will undertake the repairs to the Flume and/or related erosion areas, as the case may be, as detailed in the Transfer Agreement (or any amendment thereof) and this Agreement.

F. BHMWC and Banning have, or are entering into, an Operating and Maintenance Agreement which provides for the long-term rights and obligations between BHMWC and Banning for operations and maintenance-related matters to the Flume, including that portion of the Flume that traverses the Property ("Operating and Maintenance Agreement").

G. When the Mascaros acquired the Property, there was already in place thereon a diversion from which water could be, and was, taken from the Flume, located on the Property at or near Raywood Flat and the Mascaros' cabin and sanitation facility ("Mascaro Facilities").

H. The Mascaros have used water from the Flume on the Property to supply sanitation facilities, assist in road maintenance, provide fire protection and suppression to the Property and the watershed, and support their radio transmission tower facility business ("Radio Tower Business") located on that portion of the Property commonly known as Snow Peak. The Mascaros estimate that these uses require between one to two acre feet of water annually ("AFY"). These uses continued until around August 2008, at which time certain officers and agents of BHMWC entered onto the Property and intentionally damaged the Mascaro Facilities.

I. The Parties are currently litigating a civil action in San Bernardino Superior Court concerning the events and allegations described above. This litigation is known as Case

Number CIVD1104447, *Stephen J. Mascaro, et al. v. Banning Heights Mutual Water Company, et al.* (the "Action").

J. The USFS recently rejected an application by Banning for the continued operation of the Whitewater diversion structures located in the San Bernardino National Forest. The USFS also sent SCE a letter demanding that SCE remove the approximately 1,100 feet of pipe on USFS lands between the Burnt Canyon diversion and the Project flowline near Power House No. 1, with removal currently demanded by the USFS to occur by September 12, 2014. The USFS has expressed opposition to the continued diversion of the Whitewater River, which could mean that SCE, Banning, and BHMWC may at some point no longer divert water into the Flume. Accordingly there is currently uncertainty as to whether the diversion may continue and the Mascaros are not guaranteed a water supply for the Mascaros' Flume Water Allocation (as set forth in Section 1.4 of this Agreement), with this lack of guarantee set forth more fully in Section 1.9 of this Agreement.

K. Instead of continuing litigation and incurring the expense and uncertainties associated with litigation, the Parties hereto, without admitting liability or conceding the validity of one or another's legal positions, are by this Agreement settling their differences among them to achieve their peace.

A G R E E M E N T

Now, therefore, the Parties hereto agree as follows:

1.0 SETTLEMENT TERMS

1.1 **Integration of Recitals.** The Recitals set forth above are integral to this Agreement and are incorporated herein by this reference.

1.2 **Mascaros' Flume Allocation.** The Defendants do not object to the Mascaros continuing to divert water from the Flume using the Mascaro Facilities, subject to the terms of this Agreement, however, nothing in this Agreement should be construed to mean that any Defendant agrees with the Mascaros' contention in the Action that the Mascaros have a riparian right to water flowing in the flume, nor shall anything in this Agreement require any Defendant to defend, support, or otherwise agree with the Mascaros' contention as stated above if the Mascaros are ever challenged by a third party. No Defendant may simply object now or at any time in the future to the Mascaros' diversion of water from the Flume using the Mascaro Facilities, nor may this Agreement be unilaterally terminated by any Party except as provided in Section 1.9, but instead, if any of the Defendants now or at any time in the future objects or otherwise contends that the Mascaros have, or are, diverting water from the Flume inconsistently with the terms of this Agreement, then that Defendant shall act in accordance with the provisions set forth in Section 3.0 (Enforcement) of this Agreement.

Notwithstanding Section 3.0 (Enforcement) of this Agreement, the Mascaros may continue to divert water from the Flume using the Mascaro Facilities, in an amount not to exceed more than two (2) acre feet per year ("AFY") provided that Defendants continue to have the legal right to operate the Flume. This water shall be for "reasonable and beneficial" use on the Property, as that phrase is defined by California law, which may be amended from time to time by statutory or case authorities.

1.3 Mascaros' Storage Right. The Mascaros may store water on the Property to the extent permitted by California law for riparian water users based on the Mascaros' contention that their diversions of water from the Flume are riparian diversions.

1.4 "Mascaros' Flume Water Allocation." The Mascaros' allocation of up to 2 AFY to water in the Flume as set forth in Section 1.2 of this Agreement and the option to store that right to the extent permissible under California law for riparian water as set forth in Section 1.3 of this Agreement is referred to as the "Mascaros' Flume Water Allocation." Moreover the Mascaros' Flume Water Allocation is entirely contingent upon Defendants' (whether it be one or more Defendants) right to operate the Flume and the Mascaros shall have no cause of action in law or equity against Defendants or their successors should they not continue to operate the Flume or deliver water through the Flume or related facilities.

1.5 Return of Flume Water. To the extent feasible, water diverted by the Mascaros but not used or consumed on the Property shall be diverted back into the Flume (or down Burnt Canyon to the extent permissible with any such water returned to the Flume by the Mascaros or Mascaros' Agents (as described in Section 1.12 of this Agreement)) and such water shall be of substantially the same quality as the water in the Flume at the time the water is diverted back into the Flume.

1.6 Mascaros' Reporting and Metering Obligations. The Mascaros shall report annually in writing by June 30 to the Defendant in charge of the Flume the quantity of water diverted from the Flume during the prior calendar year. The Mascaros shall also report the same, if required by any Federal, State, or Local agencies having jurisdiction, to such agencies.

Quantities of water diverted from the Flume shall be measured by a meter at or immediately near the Mascaro Facilities (as described in Recital G and Section 1.2 of this Agreement), unless doing so is demonstrated satisfactorily to the Defendant in charge of the Flume to be physically impractical, in which case the Mascaros and the Defendant in charge of the Flume shall agree on an alternative method of measuring quantities with the Mascaros bearing the responsibility to install or meter or similar device that accurately and reliably measures all of the Mascaros' diversions of water from the Flume. Installation of this measuring device shall be done as soon as reasonably possible following the Effective Date of this Agreement as set forth below in Section 4.0 (Miscellaneous), however, in order to avoid destruction or other damage to a measuring device while repairs to the Flume are completed on the Property, the Mascaros and

Defendants may agree on a sufficient alternative to a meter for accurately measuring the Mascaros' diversions.

1.7 Prohibition of Export or Sale of Water. The Mascaros shall not distribute water diverted from the Flume for use or consumption off of the Property, nor may the Mascaros sell any water diverted by the Mascaros from the Flume.

1.8 Additional Flume Water for Snow Peak and Payment. In the event the Mascaros choose to expand the Radio Tower Business on the Property, which is located on the Property specifically known and referred to as Snow Peak, and in the event doing so requires showing any Federal, State, or Local regulatory or permitting agency that sufficient additional water needed for fire protection for such expansion is available, the Parties agree that the Mascaros may divert up to an additional eight (8) acre feet of water from the Flume annually (above the Mascaros' Flume Water Allocation as set forth in Section 1.4 of this Agreement), subject to: (i) such additional water above the Mascaros' Flume Water Allocation being capped at a total of ten (10) AFY with such additional water limited to use on Snow Peak and only for "reasonable and beneficial" uses as that phrase is defined by California law, and, (ii) the Mascaros paying the Defendant in charge of the Flume for such additional water at the then-existing "Table A" retail rates per acre foot of water within forty-five (45) days of such Defendant sending an invoice in accordance with Section 4.9 (Notices) of this Agreement.

1.9 No Guaranty of Availability of Flume Water. The Mascaros are not guaranteed a water supply for the Mascaros' Flume Water Allocation (as set forth in Section 1.4 of this Agreement), due to inherent uncertainties with supply shortages beyond Defendants' control (individually and collectively), including circumstances described in the Recitals of this Agreement and by reason of acts of God, earthquakes, droughts, floods, storms, explosion, fires; or act of man such as labor troubles, strikes, insurrection, riots, acts of the public enemy; or actions of federal, state, or local law, order, rule, or regulation, including as described above, that prevents, in whole or in part, the Mascaros from receiving the quantity of water allowable under this Agreement; nor are the Defendants required to divert water into the Flume from the Whitewater River.

1.10 The Mascaros are Not Customers of BHMWC or Banning. The Mascaros are not, now or at any in the future unless other expressly agreed to in writing, a customer of, or part of the service area of, BHMWC or Banning.

1.11 Fire Suppression. For purposes of protecting and suppressing fires on the Property or within the watershed, or road work on the Property directly related to damage caused by a fire on the Property, other than a fire caused by the Mascaros, additional water above the Mascaros' Flume Water Allocation may be diverted from the Flume but only if such diversion, water storage, and/or fire suppression is not provided by any storage facility owned, operated, or maintained by the Mascaros. Such fire suppression shall be undertaken by the governmental agency in charge of such fire suppression, including agencies such as the USFS or Cal Fire. The Parties expressly

agree that such governmental agency may divert as much water as is reasonably necessary from the Flume to suppress a fire within the watershed.

The Parties further agree that the Mascaros shall not be responsible in terms of cost or otherwise for water in the Flume used by a governmental agency in charge of such fire suppression when such fire is not caused by the Mascaros. The Parties further agree that the Mascaros and the Defendant with ownership and maintenance responsibility of the Flume may enter into an agreement separate from this Agreement which provides for water storage facilities available only to the government agency in charge of fire suppression in the watershed, to which the Mascaros shall not have access to use; if such agreement is to be pursued by SCE or BHMWC, then SCE and BHMWC shall include Banning in the formation and execution of such an agreement in order for said agreement to be valid, due to Banning's anticipated ownership and maintenance responsibilities of the Flume pursuant to the Ownership and Maintenance Agreement.

1.12 Property Access by Mascaros' Agents. Banning and BHMWC both agree that the Mascaros and their invitees and lessees ("Mascaros' Agents") may have rights to ingress and egress over any road or trail owned and/or maintained by Banning and BHMWC, as the case may be, for the purpose of accessing the Property, with the Parties understanding that the Mascaros are not seeking an expansion of the public right-of-way. If a road or trail customarily used to access the Property becomes unavailable for use, whether temporarily or permanently, then Banning and/or BHMWC, as the case may be, shall work cooperatively with the Mascaros to identify alternative access to the Property to the extent Banning and/or BHMWC owns property that allows for such alternative access.

The Mascaros shall provide annually in writing by January 31 to the Defendant in charge of the Flume a list of the Mascaros' Agents that the Mascaros anticipate in good faith will use the road or trail for that calendar year. Due to potential privacy or security interests, this list may consist of general descriptions such as "Mascaro Family and Friends," "Snow Peak Communications Lessees and Agents," and similar descriptions, however, the Mascaros shall promptly provide additional information about one or more of the Mascaros' Agents upon reasonable request from the Defendant in charge of the Flume. The Parties understand that it may become necessary for others to access the Property at additional times during the year. This list shall be provided as soon as practicable following execution of this Agreement.

1.13 Property Access by SCE, BHMWC, and Banning. The Mascaros shall allow full ingress and egress to the Property as needed for operating and maintaining the Flume, and accessing diversion structures on USFS land, including, without limitation, inspection to ensure compliance with this Agreement, however, any individual entering the Property under this right shall keep locked the gated entrance to the Property with a working key that shall be provided by the Mascaros. This right of entry shall be used only for operations, maintenance and similar uses relating to the Flume and this Agreement, and not for recreational use including, but not limited to,

hunting, fishing or camping. BHMWC and Banning shall provide annually in writing by January 31 to the Mascaros, for so long as such Defendant accesses the Property, a list of employees or agents that such Defendant anticipates in good faith will use the road or trail for that calendar year. This list may consist of general descriptions such as 'Public Works Employees" and similar descriptions, however, such Defendant providing the list shall promptly provide additional information about those identified on the list upon reasonable request from the Mascaros. The Parties understand that it may become necessary for others to access the Property at additional times during the year. This list shall be provided as soon as practicable following execution of this Agreement.

SCE may continue to use existing access to the Property up and until the Project is surrendered and the Project is transferred to BHMWC and/or Banning, at which time all of SCE's locks, if any, shall be removed from the Mascaros's gate(s) at the Property and SCE shall return all keys to the Mascaros for all locks that SCE had used to access the Property.

1.14 BHMWC Payment and Apology. Upon the Effective Date as set forth below in Section 4.0 (Miscellaneous), BHMWC shall pay to the Mascaros the sum of ten thousand dollars (\$10,000.00), and BHMWC shall publicly apologize to the Mascaros for damage caused during 2008 to the Mascaros Facilities.

1.15 SCE to Provide Materials and Complete Work on the Property. SCE shall provide the Mascaros with the quantity, types, and sizes of pipe shown on Appendix A hereto. SCE shall also perform the work detailed in the Appendix B attached hereto. The Parties agree that Appendices A and B are not inconsistent with the Transfer Agreement, though the Transfer Agreement and Joint Design Review Team ("JDRT") provisions are not superseded by this Agreement. SCE shall install and maintain a temporary fence above the "severe erosion" area at "Flume Discharge 1" on the survey map attached hereto as Appendix C. SCE shall remove the fence when repairs are completed. SCE is not obligated to do any Appendix A or B work until USFS and other regulatory approvals for that work have been obtained.

1.16 Mascaros' Support of Agreements and Transfer of Ownership of the Flume. The Mascaros support the transfer of ownership of the Flume. The Mascaros have no objection to the Transfer Agreement or the Operating and Maintenance Agreement, and agree not to interfere with their performance now or in the future. To the extent this Agreement contradicts the Transfer Agreement or the Operating and Maintenance Agreement, the Transfer Agreement or Operating and Maintenance Agreement, as the case may be, shall control, however, neither the Transfer Agreement nor the Operating and Maintenance Agreement shall impose any obligation upon the Mascaros not set forth in this Agreement.

The Mascaros shall not object to the regulatory processes necessary for approving SCE's Application to Surrender, including without limitation, obtaining FERC, USFS,

California State Water Resources Control Board, California Regional Water Quality Control Board, and California Department of Fish and Wildlife approvals.

1.17 Preparation and Recordation of Documents. Upon approval by FERC of the Application to Surrender or such other regulatory approval for SCE to transfer the Flume, the Mascaros, BHMWC, and Banning shall work cooperatively to prepare and shall record in the official records of the County of San Bernardino, California: (i) the necessary documents to expand the right-of-way for the flume through the Property from ten (10) feet to fifty (50) feet on each side of the Flume's present centerline as it exists on the Property, subject to all other provisions of the 1922 Deed attached as Exhibit B to Plaintiffs' First Amended Complaint in the Action, which granted the original right-of-way; (ii) the necessary documents to grant BHMWC and/or Banning an easement to a one-acre parcel on the Property to be used for staging equipment and related needs for maintenance or repair of the Flume, with the boundary of this one-acre parcel to be determined and mutually agreed on by the Mascaros and BHMWC and Banning, based on factors including topography and location of the Flume; and, (iii) the necessary documents to grant to the Mascaros fee title to the one-acre (approximate) parcel in Section 31 currently owned by SCE, but which SCE will transfer to BHMWC and/or Banning. Items (ii) and (iii) above are viewed as an equivalent exchange based on the fact that SCE's fee parcel is unusable due to topography and the one-acre parcel to be conveyed by the Mascaros is accessible and has utility for maintenance of the Flume.

In addition, the Parties shall also work cooperatively to determine disposition of all unused easements and concrete water cisterns located in the Raywood Flat area on the Property that are not disposed of by FERC approval of the Surrender Application or such other regulatory process for SCE to transfer the Flume, with the Parties anticipating the Mascaros will acquire the water cisterns or similar infrastructure that allows for the Mascaros to exercise the Mascaros' Flume Water Allocation with the explicit understanding that the Mascaros undertake sole responsibility for maintaining and repairing any such infrastructure. All easements being granted and/or conveyed pursuant to this Section shall be for as long a period allowed by California law.

2.0 RELEASES AND DISMISSEALS

2.1 Release. Upon the occurrence of the Effective Date as set forth below in Section 4.0 (Miscellaneous), the Parties, for themselves and each of their respective predecessors, successors, heirs and assigns, hereby fully release and forever discharge the other and each of the other Party's respective, as relevant, shareholders, affiliates, boards, directors, commissions, agencies, officers, employees, agents, representatives and attorneys from any and all claims, demands, actions, causes of action, liens, judgments, losses, liabilities, costs, expenses, and attorneys' fees, of whatever nature, past or present or future, whether in law or in equity whether under state or federal law, and whether known or unknown, suspected or unsuspected and whether asserted or not asserted, that are connected to, arise from or pertain to the claims asserted

in the Action (the "Claims"); provided, however, that nothing in this Agreement will release any Party from liability for failure to perform the terms, conditions, covenants and promises set forth in this Agreement. In addition to the foregoing releases, the Mascaro's agree to release Charles Perkins, Robert Poland and Larry Walborn from the Claims they assert against them in the Action.

2.2 Waiver of Civil Code Section 1542. With respect to the matters being released in Paragraph 2.1, and as to those matters only, the Parties do knowingly, after having first obtained the advice of their attorneys, waive all of the provisions of California Civil Code Section 1542 ("Section 1542").

Section 1542 reads as follows: **"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."**

The Parties acknowledge and agree that: (a) the releases set forth in Paragraph 2.1 are intended to extend to and extinguish all claims, causes of action, etc. that are encompassed within the terms of the releases, including those that are not presently known to or suspected by the Parties and (b) they may hereafter discover facts in addition to or different from those which they now believe concerning the subject matter of this Agreement, and that notwithstanding any such new or different facts, the releases contained herein will remain effective. The Parties further acknowledge and agree that the foregoing waiver of Section 1542 is an essential and material term of this Agreement, without which said consideration would not have been given. The Parties have been advised by their respective legal counsel regarding this release and waiver and understand and acknowledge the significance and consequences of this release and waiver of Section 1542. Notwithstanding the waiver of Section 1542, the Parties acknowledge and agree that the releases provided for in this Agreement are specific to the matters set forth in Paragraph 1 and are not intended to create general releases as to all claims, or potential claims, between or among the Parties.

3.0 ENFORCEMENT

3.1 Termination. No breach of this Agreement shall entitle any Party to cancel, rescind, or otherwise terminate this Agreement, or excuse the performance of such Party's obligations hereunder, except as expressly provided for in this Agreement including Section 1.9 (No Guarantee of Availability of Flume Water); provided that, however, this limitation shall not affect in any manner any other rights or remedies which the parties may have by reason of such breach.

3.2 Injunctive Relief for Breach. The Parties acknowledge and agree that any material violation of this Agreement, particularly any provision, term or condition enumerated above is likely to result in immediate and irreparable harm for which monetary damages may be inadequate. Accordingly, the Parties consent to

injunctive and other appropriate equitable relief including the remedy of specific performance, upon the institution of proceedings by any of the Parties to protect the rights of a Party or the Parties under this Agreement in the event of any violation or threatened violation of any provision, term or condition under Section 1.0 (Settlement Terms) of this Agreement, except as provided in Section 1.9.

3.3 Liquidated Damages. The Parties acknowledge and agree that any material violation of this Agreement, particularly any provision, term or condition enumerated above is likely to result in immediate and irreparable harm for which monetary damages may be difficult to determine, particularly in relation to determining a value for any water exported from the Property. Accordingly, in the event that the Mascaros breach a provision above, then the Mascaros shall be liable for the payment to the Defendant in charge of the Flume at the time of such breach for liquidated damages in the amount to be determined by multiplying the quantity of water exported or removed (or such basis otherwise serving as the basis for the breach), multiplied by the then-current fair market retail value for water. The Parties do not intend for said amount to be punishment for the breach, but instead to serve as adequate compensation for the breach, and given the uncertainty as of the time of executing this Agreement of the specific nature of the breach and the quantity of water subject to the breach, the Parties agree to the foregoing as the basis for liquidated damages which shall include double damages.

3.4 Other Rights of the Parties. In the event of any violation or threatened violation of any of the provisions of this Agreement, then in addition to, but not in lieu of, any of the rights or remedies the Parties may have to enforce the provisions hereof, the Parties shall have the right to seek additional relief to which the Parties may be entitled at law or in equity.

3.5 Failure to Perform. In addition to the remedy of liquidated damages provided above, in the event of repeated violations permitting assessment of liquidated damages, the Defendant in charge of the Flume at the time of asserting this remedy shall have the right upon the third such violation and after having provided notice pursuant to Section 4.9 of this Agreement, and after making reasonable demand of the Mascaros that it cure said default, to enter onto the Property for the purpose of curing the default. In making an entry, the Defendant in charge of the Flume at the time of asserting this remedy shall give the Mascaros (or owner(s) of the Property or their representative at that time) reasonable notice of the time and manner of said entry and said entry shall only be at such times and in such manners as is reasonably necessary to carry out this Agreement. The Defendant in charge of the Flume shall keep a record of all costs incurred to enforce this Agreement and serve on the Mascaros a written demand for payment with supporting documentation. This demand will be due and payable within thirty (30) days after the giving notice thereof, the same shall be deemed delinquent, and the amount thereof shall bear interest thereafter at a rate of ten percent (10%) per annum until paid. The Defendant in charge of the Flume at the time of asserting this remedy may take any action available by law to enforce this provision.

3.6 Cumulative Remedies. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by any other Party.

3.7 Waiver. Failure to insist on compliance with any term, covenant or condition contained in this Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.

3.8 Governing Law. This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed under the laws of said State without giving effect to conflicts-of-laws principles. Any action at law or in equity arising under this Agreement or brought by any Party for the purpose of enforcing, construing, or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of San Bernardino, State of California, or the United States District Court for the Central District of California. The Parties waive all provisions of law providing for the removal or change of venue to any other court.

3.9 Attorneys' Fees and Costs. If any Party to this Agreement is required to initiate or defend any action or proceeding in any way arising out of the Parties' agreement to, or performance of this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees from the other. As used herein, the "prevailing party" shall be the party determined as such by a court of law pursuant to the definition in Code of Civil Procedure Section 1032(a)(4), as it may be subsequently amended. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

4.0 MISCELLANEOUS

4.1 Dismissal of the Action. Within twenty (20) days of the Effective Date, the Mascaros and SCE will file with the Court in the Action requests for dismissal, with prejudice, of the operative complaint and cross-complaints, respectively.

4.2 No Assignment of Claims or Causes of Action. The Parties warrant that they have made no assignment, and will make no assignment, of any claim, cause of action, right of action, or any right of any kind whatsoever, embodied in any of the claims or allegations referred to herein, or that could potentially be alleged.

4.3 Successors and Assigns. This Agreement, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns.

4.4 Assistance of Counsel. All parties hereto declare that, prior to the execution of this Agreement, they have informed themselves of sufficient relevant data, either through experts or other sources of their own selection, and have sought and obtained legal counsel, in order that they might intelligently exercise their own judgment in evaluating the contents of this Settlement Agreement and making the decision to execute it. The Parties each represent and acknowledge that in executing this Agreement they do not rely on and have not relied upon any representation or statement not set forth herein made by any other party with regard to the subject matter, basis or effect of this Agreement.

4.5 Entire Agreement & Modifications. The terms of this Agreement supersede all prior negotiation, promises, commitments, or agreements of any of the parties with any of the other parties relating to the settlement or resolution of the Action or the disputes expressly identified in the recitals above and set forth the entire agreement between the parties hereto. Any amendment or modification of this Agreement is void and without effect unless such modification is in a writing signed by all of the parties to this Agreement, except for those matters set forth in this Agreement requiring certain parties to work cooperatively to accomplish specific tasks. No provision of this Agreement may be waived unless in writing and signed on behalf of all parties by persons with legal authority to do so.

4.6 Ambiguity. The Parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed among the parties and their attorneys and that this Agreement reflects their mutual agreement. Because of the nature of the negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore no presumption for or against validity of as to any interpretation hereof, based on the identity of the drafter, shall be applicable in interpreting or enforcing this Agreement.

4.7 Headings. The subject headings of the sections of this Agreement are included for convenience only and will not affect the construction or interpretation of any of its provisions. As used in this Agreement, the words "shall" and "will" both reflect the intent an obligation is mandatory.

4.8 Severability. Should any portion, word, clause, phrase, sentence or paragraph of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.

4.9 Notices. Any notice, demand, request, document, consent, approval, or communication that any Party to this Agreement desires or is required to

give to the other Parties or any other person or entity regarding this Agreement shall be in writing and either served personally or sent by prepaid, certified first-class mail to:

To PLAINTIFFS:

Stephen J. Mascaro & Betty D. Mascaro
P.O. Box 231148
Encinitas, CA 92023-1148

With a copy to:

William J. Brunick, Esq.
Brunick, McElhaney & Kennedy, PLC
1839 Commercenter West
San Bernardino, CA 92423

To SCE:

Michael J. Barrett, Esq.
Attorney
Southern California Edison Company
P.O. Box 800
Rosemead, CA 91770-0800

With a copy to:

Jered Lindsey, Esq.
Attorney
Southern California Edison Company
P.O. Box 800
Rosemead, CA 91770-0800

To BHMWC & INDIVIDUAL DEFENDANTS:

Banning Heights Mutual Water Company
Attn: President/CEO
7091 Bluff Street
Banning, California 92220-1592

With a copy to:

John G. McClendon, Esq.
Leibold McClendon & Mann, P.C.
23422 Mill Creek Drive, Suite 105
Laguna Hills, CA 92653

To BANNING:

Public Works Director
Attn: Duane Burk
City of Banning
99 E. Ramsey Street
Banning, CA 92220

With a copy to:

David J. Aleshire, Esq.
Aleshire & Wynder, LLP
18881 Von Karman Avenue, Suite 1700
Irvine, CA 92612

4.10 Counterparts. This Agreement may be executed in counterparts, including the execution of facsimile, or e-mail portable document format ("PDF") copies, and the exchange of signatures by facsimile, or e-mail PDF, with the same effect as if all original signatures were placed on one document, and which, when taken together, will constitute one original agreement. This Agreement will become effective on the date (the "Effective Date") it has been executed by all of the Parties.

4.11 Authority to Sign. Each individual signing this Agreement represents and warrants that he or she is fully authorized to bind its respective entity to the terms and conditions of this Agreement.

4.12 Effective Date. This Agreement is conditioned upon and will take effect only upon approval by, and signature on behalf of a party as the case may be, each of the Parties. The date the last of these events occurs constitutes the "Effective Date" of this Agreement.

[SIGNATURE PAGES FOLLOW]

**CITY OF BANNING
PUBLIC HEARING**

DATE: April 22, 2014

TO: City Council

FROM: Ron Espalin, Building Official

SUBJECT: Request to Continue the Public Hearing to a Future Date regarding Ordinance No. 1477 of the City Council of the City of Banning Repealing Ordinance No. 842 and Chapter 15.20 of the Municipal Code Regarding Designated Snow Load and Wind Load

RECOMMENDATION: That the City Council continue the public hearing to a future date.

BACKGROUND/ANALYSIS: On March 25, 2014, the City Council conducted a public hearing on Ordinance No. 1477. After receiving staff report and hearing public testimonies, the City Council directed staff to research information regarding the wind speed and weather patterns for the Banning area and bring back the information at the April 22, 2014 City Council meeting. The meeting Minutes of March 25, 2014 is attached.

Staff is researching the information and the information is not readily available on time for the publication of the staff report for the April 22, 2014 City Council meeting. Staff is requesting that the public hearing on this matter be continued to a future date. A public hearing notice will be published in advance of the City Council conducting a public hearing on this matter.

FISCAL DATA: There is no added fiscal impact associated with this request.

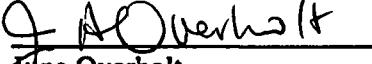
PREPARED BY:


Ron L. Espalin, P.E.
Building Official, Willdan

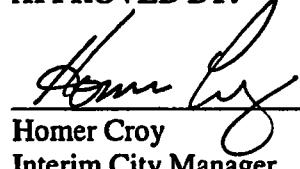
RECOMMENDED BY:


Zai Abu Bakar
Community Development Director

RECOMMENDED BY:


June Overholt
Administrative Services Director/
Deputy City Manager

APPROVED BY:


Homer Croy
Interim City Manager

Attachment:

1. Minutes of City Council Meeting dated March 25, 2014

66

maybe two of the local community members could assist us in a low-cost educational component that we would consider that and she is following up on that. She said the City cannot do any advocacy.

Councilmember Peterson said in regards to the Wastewater that one is kind of frightening and if there is some type of raise of water rates, what is the name of the company that is out there now that controls it and when does their contract expire.

Interim City Manager said the way their contract is functioning right now is on a month to month basis and the last time that it came before Council which became apparent to her was that they have had no cost of living adjustment so at some point in the future as time permits then we will do a bid and see how that is progressing.

Councilmember Peterson said maybe we should take a look if it is on a month to month and look at cutting costs before we take any kind of a hint of raising water rates.

Interim City Manager said we always do that and will absolutely receive what you are saying. One thing, for the education of public, and you are aware of this is that anything related to sewer has some pretty stiff fines when it comes to how it is discharged and with the State so we want to make sure that we are always in compliance. One of the things that the department has been working very hard to do is to make sure that the plant repairs are being done in a timely fashion so that we are never on the hook for having discharged something that we shouldn't have discharged and there is the compliance that governs it and it is very strict and limits how much we can truly cut back on.

Mayor Franklin opened the item for public comments. There were none. She asked if there were any comments from the Council.

Councilmember Miller said that in regards to the TOT it is a tax for the hotels and motels for visitors and that is \$300,000 per year that the City gets and as a comparison if somebody builds a \$5 million dollar building and we get the property tax from, the property tax is essentially less than \$10,000 a year so if you compare those two you see how absolutely necessary the TOT tax will be for us.

Motion Welch/Miller that the City Council approve Resolution No. 2014-20; Resolution No. 2014-04 UA; and Resolution No. 2014-06 SA Authorizing the Administrative Services Director to make necessary Budget adjustments to implement the mid-year analysis. Motion carried by roll call vote 5/0.

Mayor Franklin recessed the joint meeting and reconvened the regular City Council Meeting.

PUBLIC HEARINGS

1. Ordinance No. 1477 of the City Council of the City of Banning Repealing Ordinance No. 842 and Chapter 15.20 of the Municipal Code Regarding Designating Snow Load and Wind Load.
(Staff Report – Ron Espalin, Building Official)

Mr. Espalin gave the staff report as contained in the agenda packet. He said every three years the State Building Standards Commission publishes new codes and every three years the City Council adopts those standards. The last time the City took action was late October/November 2013 and those new codes became effective January 1, 2014. In those standards are published wind and snow loads that are used throughout the State of California. In 1965 Ordinance No. 842 was adopted and adopted snow loads and wind force loads and it made reference to the Uniform Building Code and that was approximately 49 years ago and that code no longer exists. Mr. Espalin went over the method of calculating wind forces. He said the Health and Safety Code permits the local jurisdictions to modify the published code and you can go to a higher value if you have findings and substantiating data that justifies those increases. Based on the information that they were able to collect and the loads that are published in the building code there doesn't exist sufficient data to modify those loads. Staff is recommending that the Council adopt Ordinance No. 1477 by repealing Ordinance No. 842 in Chapter 15.20 of the Banning Municipal Code.

Mayor Franklin opened the item for Council questions.

Councilmember Miller said this seems fairly reasonable but it is a big change and he explained. He asked if this is the ordinance that cities around us also used and did they use 85 mph as the standard.

Mr. Espalin said that most of the cities used 85 mph. It is his understanding that the City of Fontana and Rialto have higher speeds.

Councilmember Miller asked if the City of Beaumont also used 85 mph. Mr. Espalin said that Beaumont uses 100 mph.

There was further Council discussion in regards to the wind speed and the importance of wind speed and problems with construction and being in compliance with the State Building Code.

Mayor Franklin opened the item for public comments.

Jerimiah Price addressed the Council stating that he managed a ski resort for ten years and this factor of load is very, very important and we are missing some things here because we are talking about what has happened this year and things like that. He said he has seen winds much higher than what is being discussed here in the Pass and Banning does have higher winds than Beaumont. The other thing about load is that we are calculating just wind speed load but many times this can happen with snow already on the roofs. He thinks that we are really pushing it to bring it down to 25 lbs. He has also managed construction projects and he can see how this would save people money building but we are also probably setting ourselves up possibly for a major disaster if we have a one-time occurrence. We really need to consider this because this could be causing some serious problems.

Don Smith addressed the Council stating that we don't get snow like we used to and he does not know what the circular pattern of snow is but he can think of two times that we had over a

foot of snow in the front yards. He doesn't know whether the 43 mph is sustained winds or gusted winds but if they are gusted winds we have had those significantly more of 43 mph. It seems to him the wind tunnel we are in seems to be similar to the exact same wind tunnel that Beaumont, Rialto and Fontana are in. He doesn't know what their reasons are for the 100 mph and doesn't know what studies they did. Our study seems to be that we asked some guy at the airport what he thinks and that concerns him that it is not a very good study and perhaps we should do a better study. But perhaps Beaumont, Rialto and Fontana actually did do studies and 100 is the answer; he doesn't know. He is worried that our study does seem to be much of a study.

Mayor Franklin closed the public comment period and brought it back to the Council for discussion.

There was further Council discussion regarding the difference between Banning and Beaumont in regards to the wind, and the need for data.

Motion Miller/Peterson that we modify the proposal so the wind load calculation is 100 mph and not the 85 mph.

Mayor Franklin asked if there was any other source of documentation for winds in our area.

Mr. Espalin said he did check with the National Climatic Data Center and wasn't able to identify wind data from them. But the Fire Chief just informed him that he does have forty years of wind speed data from the Beaumont Station and we can investigate that.

Councilmember Miller amended his motion to continue this item until we get further information about weather patterns in our city. Motion seconded by Councilmember Peterson. Motion carried by roll call vote 5/0.

There was Council consensus that this item be brought back to the Council Meeting of April 22, 2014.

REPORTS OF OFFICERS

1. ~~San Gorgonio Pass Water Agency Proposed Water Policies~~
(Staff Report – Duane Burk, Public Works Director)

Director Burk gave the staff report as contained in the agenda packet. He said that this is a letter he is asking the Council to support to respond to the ~~San Gorgonio Pass Water Agency's proposed water policies in regards to policies for future water demands, policies regarding the ordering of water and policies establishing a water shortage plan.~~ He further explained as to why these policies don't work well for the retailers.

~~Councilmember Peterson said he knows that we have several issues here but the only thing that concerns him on the letter is that he looked at the "CC's" and he doesn't see the City Attorney there and he would like to have the City Attorney go over the letter before it goes out and he be included.~~

**CITY COUNCIL/BANNING UTILITY AUTHORITY
AGENDA**

Date: **April 22, 2014**

TO: **Banning Utility Authority**

FROM: **Duane Burk, Director of Public Works**

SUBJECT: **Resolution No. 2014-05UA, “Rejecting all bids received for the repairs to the 15 inch Sewer Main on Hargrave Street”**

RECOMMENDATION: The Banning Utility Authority adopt Resolution No. 2014-05UA, “Rejecting all bids received for the repairs to the 15 inch sewer main on Hargrave Street.”

JUSTIFICATION: The City’s purchasing policy requires projects that exceed \$25,000.00 to be awarded by City Council using a formal bidding procedure.

BACKGROUND: Up to 2010, the City of Banning procured its contracts under a centralized purchasing process. At the time, the City’s Purchasing Officer was responsible for reviewing the procurement of all contracts for concurrence with the City’s purchasing policies. The City then eliminated the Purchasing Officer position from the Fiscal Year 2010/2011 budget and consequently the purchasing process was decentralized. Since that time public works’ staff has periodically used an informal bidding process to procure contracts for various services.

Given the discussions at the City Council meeting on March 25, 2014 regarding the procurement process currently used, staff recommends rejecting the bids received for the repairs of the 15 inch sewer main on Hargrave Street. Since the repairs of the sewer main will exceed \$25,000.00, it is required by the City’s purchasing policy that a formal bidding process is followed.

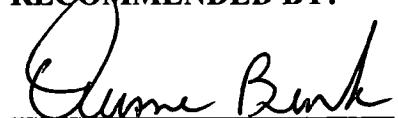
Upon approval of this resolution, department staff will begin the formal bidding process which includes publishing a Notice Inviting Bids which: describes the services to be rendered and states the date, time and place for opening the seal bids. It is required that the Notice Inviting Bids be advertised in a newspaper of general circulation. Once the seals bids are opened and the lowest, responsive and responsible bidder is determined, staff will return to City Council with a recommendation to award the construction services contract.

The original staff report presented on March 25, 2014, attached as Exhibit “A”, mentioned that bids were solicited from four contractors, of which two submitted proposals. As requested by City Council, this report includes as Exhibit “B” and “C” the proposals received from Merlin Johnson Construction, Inc. and Surina Construction Company, Inc., respectively.

Also included are correspondences with El-Co Contractors, Inc. and C.P. Construction as Exhibit “D” and Exhibit “E”, respectively. El-Co Contractors, Inc. stated that they would not be able to perform the work due to their current work load. C.P. Construction was non-responsive.

FISCAL DATA: Approval of this resolution does not have a fiscal impact on the City.

RECOMMENDED BY:



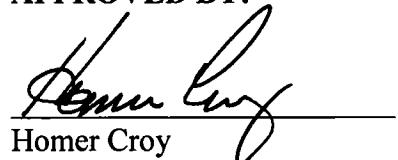
Duane Burk,
Director of Public Works

REVIEWED BY:



Julie Overholt,
Administrative Services Director/
Deputy City Manager

APPROVED BY:



Homer Croy
Interim City Manager

Attachments:

Exhibit "A": Resolution No. 2014-03UA, as presented to Council on March 25, 2014

Exhibit "B": Merlin Johnson Construction Proposal

Exhibit "C": Surina Construction Proposal

Exhibit "D": El-Co Contractors Correspondence

Exhibit "E": C.P. Construction Correspondence

RESOLUTION NO. 2014-05UA

A RESOLUTION OF THE BANNING UTILITY AUTHORITY OF THE CITY OF BANNING, CALIFORNIA REJECTING ALL BIDS RECEIVED FOR THE REPAIRS TO THE 15 INCH SEWER MAIN ON HARGRAVE STREET

WHEREAS, staff solicited informal bids from four contractors for the repairs to 15 inch sewer main on Hargrave Street; and

WHEREAS, the lowest bid received for the proposed repairs to the sewer main was equal to \$38,210.00; and

WHEREAS, the City's purchasing policy requires that a formal bidding process be followed for projects exceeding \$25,000.00; and

WHEREAS, department staff will begin the formal bidding process upon approval of Resolution 2014-05UA which includes publishing a Notice Inviting Bids and publicly opening sealed bids; and

WHEREAS, once the sealed bids are opened and the lowest, responsive and responsible bidder is determined, staff will return to City Council with a recommendation to award the construction services contract;

NOW, THEREFORE, BE IT RESOLVED by the Banning Utility Authority of the City of Banning as follows:

SECTION 1. The Banning Utility Authority of the City of Banning adopts Resolution No. 2014-05UA, "Rejecting all bids received for the repairs to the 15 inch sewer main on Hargrave Street."

PASSED, APPROVED, AND ADOPTED this 22nd day of April, 2014.

Deborah Franklin, Chairman
Banning Utility Authority

ATTEST:

Marie A. Calderon, Secretary

**APPROVED AS TO FORM
AND LEGAL CONTENT:**

David J. Aleshire, Authority Counsel
Aleshire & Wynder, LLP

CERTIFICATION:

I, Marie A. Calderon, Secretary to the Banning Utility Authority of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2014-05UA, was duly adopted by the Banning Utility Authority of the City of Banning, California, at its joint meeting thereof held on the 22nd day of April, 2014, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Marie A. Calderon, Secretary
Banning Utility Authority
City of Banning, California

EXHIBIT “A”

**Resolution 2014-03UA, “Approving the Contract Services
Agreement with Merlin Johnson Construction Company of
Mentone, California for the Repairs to the 15 inch Sewer Main on
Hargrave Street” as presented on March 25, 2014.**

**CITY COUNCIL/BANNING UTILITY AUTHORITY
AGENDA**

Date: **March 25, 2014**

TO: **Banning Utility Authority**

FROM: **Duane Burk, Director of Public Works**

SUBJECT: **Resolution No. 2014-03UA, “Approving the Contract Services Agreement with Merlin Johnson Construction Company of Mentone, California for the Repairs to the 15 inch Sewer Main on Hargrave Street”**

RECOMMENDATION: Adopt Resolution No. 2014-03UA:

- I. Approving the Contract Services Agreement with Merlin Johnson Construction Company of Mentone California for the repairs to a 15 inch Sewer Main on Hargrave Street in the amount of “Not to Exceed” \$38,210.00 and allowing a 10% contingency of \$3,821.00.
- II. Authorizing the Administrative Services Director to make necessary adjustments and appropriations related to Account No. 680-8000-454.45-09 (Sewer Collection System Expense) and approval of change orders within the 10% contingency.

JUSTIFICATION: During a recent routine video inspection staff identified a large sidewall failure in the 15 inch vitrified clay pipe (“VCP”) sewer main along Hargrave Street. It is imperative that the main is repaired in order to avoid a sewer system overflow, damage to the overlying street and disruption in customer service.

BACKGROUND: There is a 15 inch VCP sewer main, installed in 1951, that lies under Hargrave Street which collects flows from a large portion of the city east of San Gorgonio Avenue. A peak flow at the intersection of Hargrave Street and John Street was recently recorded at 600 gallon per minute (“gpm”).

During the video inspection of the 15 inch VCP sewer main along Hargrave Street, staff identified major sidewall failure in the sewer main at the intersection of Hargrave Street and John Street. The failure must be repaired in order to avoid sewer system overflows into the street, damage to the overlying street and to the downstream wastewater treatment plant equipment and disruption to customer service.

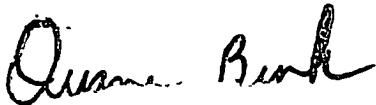
Staff solicited bids for the repairs from four reputable contractors. Of the four only two submitted bids; the other siting work load and scheduling conflicts. Merlin Johnson Construction Company of Mentone, California was the lowest, responsive bid at \$38,210.00.

Staff recommends the award of a contract services agreement to Merlin Johnson Construction Company, see proposal attached as Exhibit “A”. The scope of work will include saw cutting and

excavation to expose existing 15 inch sewer main; removal and replacement of approximately 15 feet of damaged pipe; backfill under, around and over the VCP main; and placement of 2 sack sand slurry from top of pipe zone to spring line of storm drain. All work shall conform to the City of Banning Standard Specifications.

FISCAL DATA: The cost of the Contract Services Agreement is equal to \$42,031.00, which includes a 10% contingency. Account No. 680-8000-454.45-09 (Sewer Collection System Expense) will be utilized to fund the agreement.

REVIEWED BY:



Duane Burk
Director of Public Works

REVIEWED/APPROVED BY:



June Overholt
Administrative Services Director/
Interim City Manager

RESOLUTION NO. 2014-03UA

A RESOLUTION OF THE BANNING UTILITY AUTHORITY OF THE CITY OF BANNING, CALIFORNIA APPROVING THE CONTRACT SERVICES AGREEMENT WITH MERLIN JOHNSON CONSTRUCTION COMPANY OF MENTONE, CALIFORNIA FOR THE REPAIRS TO THE 15 INCH SEWER MAIN ON HARGRAVE STREET

WHEREAS, the City of Banning owns and operates its own sewer collection system throughout the City; and

WHEREAS, there is an existing 15 inch vitrified clay pipe ("VCP") sewer main, installed in 1951, that lies under Hargrave Street which collects flows from a large portion of the city east of San Gorgonio Avenue with a recently recorded peak flow at the intersection of Hargrave Street and John Street of 600 gallon per minute; and

WHEREAS, during a recent video inspection of the 15 inch VCP sewer main along Hargrave Street, staff identified major sidewall failure in the sewer main at the intersection of Hargrave Street and John Street; and

WHEREAS, the failure must be repaired in order to avoid sewer system overflows into the street, damage to the overlying street and to the downstream wastewater treatment plant equipment and disruption to customer service; and

WHEREAS, staff solicited bids for the repairs from four reputable contractors resulting in Merlin Johnson Construction Company of Mentone, California being the lowest, responsive bidder.

NOW, THEREFORE, BE IT RESOLVED by the Banning Utility Authority of the City of Banning as follows:

SECTION 1. The Banning Utility Authority of the City of Banning Adopts Resolution No. 2014-03UA, authorizing the contract services agreement with Merlin Johnson Construction Company of Mentone, California in the amount of \$38,210.00 and allowing a 10% contingency in the amount of \$3,821.00.

SECTION 2. Authorizing the Administrative Services Director to make necessary adjustments and appropriations related to Account No. 680-8000-454.45-09 (Sewer Collection System Expense) and approval of change orders within the 10% contingency.

SECTION 3. Authorizing the City Manager to execute the contract service agreement with Merlin Johnson Construction. This authorization will be rescinded if the contract agreements are not executed within forty-five (45) days of the date of this resolution.

PASSED, APPROVED, AND ADOPTED this 25th day of March, 2014.

Deborah Franklin, Chairman
Banning Utility Authority

ATTEST:

Marie A. Calderon, Secretary

**APPROVED AS TO FORM
AND LEGAL CONTENT:**

David J. Aleshire, Authority Counsel
Aleshire & Wynder, LLP

CERTIFICATION:

I, Marie A. Calderon, Secretary to the Banning Utility Authority of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2014-03UA, was duly adopted by the Banning Utility Authority of the City of Banning, California, at its joint meeting thereof held on the 25th day of March, 2014, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Marie A. Calderon, Secretary
Banning Utility Authority
City of Banning, California

EXHIBIT "B"
MERLIN JOHNSON CONSTRUCTION, INC.
PROPOSAL



City of Banning

Public Utilities Department

Request for Quotation

February 4, 2014

The City of Banning is inviting you to quote on the repair of a 15" VCP Sewer main in the City of Banning, CA. The sewer main currently crosses under a 54" RCP storm drain located on Hargrave Street approximately 63' south of the rail road tracks and is approximately 7' deep.

1. Lump sum price to provide labor and equipment to bypass sewer main in Hargrave Street between I-10 FWY and John Street during repair. Price to include two six (6") pumps (one for backup) suction hose, discharge hose 1,000' (with additional 1,000' in place for backup). (Peak flow measured in main at 600 GPM)

\$ 11,600

2. Lump sum price to saw cut, excavate and expose existing 15 inch sewer main on both sides and under existing Storm Drain, remove 15 ' of damaged pipe and over excavate under pipe and stabilize with sand as needed to provide a stable, compacted subgrade. Install new 15 inch VCP pipe and couplings, backfill and water jet sand around new VCP per pipe bedding detail (S-15). Place 2 sack sand slurry from top of pipe zone to spring line of storm drain.

\$ 11,200

3. Lump sum price to furnish shoring per OSHA standards.

\$ 500

4. Lump sum price to repair trench per Trench Repair Detail, S-17. The AC section shall be a minimum of 8 inches. Replace pavement markings as needed. Cost shall include placement of a minimum of 3" temporary AC, if needed.

\$ 7585

5. Lump sum price to furnish traffic control per CalTrans standards, including closure of Hargrave Street between I-10 FWY and Lincoln Street, provide detour signage for detouring traffic by way of 8th Street, provide CMS (changeable message sign) on North and South bound Hargrave Street 7 days prior to closure and during construction, stating that Hargrave Street will be closed south of I-10 (showing dates) "Use Detour".

\$ 7325

Tax \$ Included

TOTAL \$ 38,210

Proposal of:

Merlin Johnson Construction, Inc.

P.O. Box 777

Moreno Valley, CA 92359

Merlin Johnson, President February 11, 2014

99 E. Ramsey St. • P.O. Box 998 • Banning, CA 92220-0998 • (951) 922-3281 • Fax (951) 849-1550

80

Provide cost for the following:

Six (6") pumps	\$ <u>530⁰⁰</u> each per week
1000 feet discharge hose	\$ <u>200⁰⁰</u> per week
15"x 7' VCP	\$ <u>40⁰⁰</u> per Foot
Changeable message sign	\$ <u>990⁰⁰</u> each per week

All work to be per City of Banning standards: Sewer Details S-15, S-17

Request for information due February 10, 2014 Quotes due on February 13, 2014 by 4:00 PM
Request for information can be directed through:

Perry Gerdes (Water/Wastewater Superintendent)
176 E. Lincoln Street
Banning CA, 92220
Pgerdes@ci.banning.ca.us
951-849-3273

EXHIBIT "C"
SURINA CONSTRUCTION CO., INC.
PROPOSAL

Perry Gerdes

From: Surina Construction <surinayank@aol.com>
Sent: Tuesday, March 04, 2014 3:53 PM
To: Perry Gerdes
Subject: Completed Quote-Hargrave-City of BanningFwd: Hargrave sewer repair-Quote
Attachments: Completed Quote-City of Banning.pdf

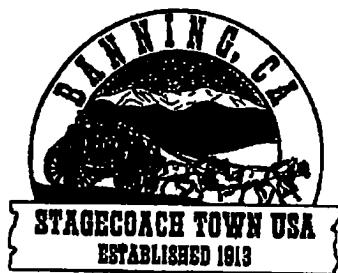
Perry,

Attached is the completed quote. for the Hargrave St project. If you have any question please call. Please verify receipt of this email along with its attachments.

Laura

Surina Construction Co., Inc.
17761 Slover Avenue
Bloomington, CA 92316-2330
(909) 820-6944
Fax (909) 820-6960
surinayank@aol.com

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City of Banning

Public Utilities Department

Request for Quotation

February 4, 2014

The City of Banning is inviting you to quote on the repair of a 15" VCP Sewer main in the City of Banning, CA. The sewer main currently crosses under a 54" RCP storm drain located on Hargrave Street approximately 63' south of the rail road tracks and is approximately 7' deep.

1. Lump sum price to provide labor and equipment to bypass sewer main in Hargrave Street between I-10 FWY and John Street during repair. Price to include two six (6") pumps (one for backup) suction hose, discharge hose 1,000' (with additional 1,000' in place for backup). (Peak flow measured in main at 600 GPM) \$ 7439.02
2. Lump sum price to saw cut, excavate and expose existing 15 inch sewer main on both sides and under existing Storm Drain, remove 15 ' of damaged pipe and over excavate under pipe and stabilize with sand as needed to provide a stable, compacted subgrade. Install new 15 inch VCP pipe and couplings, backfill and water jet sand around new VCP per pipe bedding detail (S-15). Place 2 sack sand slurry from top of pipe zone to spring line of storm drain. \$ 20,690.02
3. Lump sum price to furnish shoring per OSHA standards. \$ 2752.02
4. Lump sum price to repair trench per Trench Repair Detail, S-17. The AC section shall be a minimum of 8 inches. Replace pavement markings as needed. Cost shall include placement of a minimum of 3" temporary AC, if needed. \$ 3460.02
5. Lump sum price to furnish traffic control per CalTrans standards, including closure of Hargrave Street between I-10 FWY and Lincoln Street, provide detour signage for detouring traffic by way of 8th Street, provide CMS (changeable message sign) on North and South bound Hargrave Street 7 days prior to closure and during construction, stating that Hargrave Street will be closed south of I-10 (showing dates) "Use Detour".

Tax \$ 0
TOTAL \$ 38,624.00

Provide cost for the following:

Six (6") pumps \$ _____

1000 feet discharge hose \$ _____

15" x 7' VCP \$ 245.00

Changeable message sign ~~or~~ \$ 1600.00

All work to be per City of Banning standards: Sewer Details S-15, S-17

Request for information due February 10, 2014 Quotes due on February 13, 2014 by 4:00 PM

Request for information can be directed through:

Perry Gerdes (Water/Wastewater Superintendent)

176 E. Lincoln Street

Banning CA, 92220

Pgerdes@ci.banning.ca.us

951-849-3273

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EXHIBIT "D"
EL- CO CONTRACTORS, INC.
CORRESPONDENCE

Perry Gerdes

From: John Wiles <jwileselco@verizon.net>
Sent: Tuesday, February 11, 2014 8:19 AM
To: Perry Gerdes
Subject: Re: RE: RE: FW: Hargrave and John Sewer repair

Good Morning,
We appreciate the invite but for the work load we just picked up I don't think there is anyway we can meet your schedule.
Thank You

John Wiles
General Manager
El-Co Contractors Inc.
Phone 909-887-2610
Fax 909-880-9091

jwileselco@verizon.net

EXHIBIT "E"
C.P. CONSTRUCTION
CORRESPONDENCE

From: Perry Gerdes
Sent: Tuesday, February 04, 2014 11:39 AM
To: mj.mjc@verizon.net; John Blough
(johnblough@cpconst.com); J Miles (jmileselco@verizon.net)
Subject: Hargrave and John Sewer repair

Hello Gentlemen,

The City is requesting that you submit a quote for the repair of a 15" VCP sewer main located on Hargrave street with the cross street of John Street. Please take the time to look over the RFQ and direct any questions to me.

Thank you.

Perry Gerdes
Water/Wastewater Superintendent
City of Banning
(951) 849-3273

**CITY COUNCIL / BANNING UTILITY AUTHORITY
AGENDA**

DATE: April 22, 2014

TO: Banning Utility Authority

FROM: Duane Burk, Director of Public Works

SUBJECT: Banning Utility Authority Resolution No. 2014-06UA, "Rejecting the Proposal from Carollo Engineers, Inc."

RECOMMENDATION: The Banning Utility Authority adopt Resolution No. 2014-06UA, "Rejecting the Proposal from Carollo Engineers, Inc."

JUSTIFICATION: The City's purchasing policy requires projects that exceed \$25,000.00 to be awarded by City Council using a formal bidding procedure.

BACKGROUND: Up to 2010, the City of Banning procured its contracts under a centralized purchasing process. At the time, the City's Purchasing Officer was responsible for reviewing the procurement of all contracts for concurrence with the City's purchasing policies. The City then eliminated the Purchasing Officer position from the Fiscal Year 2010/2011 budget and consequently the purchasing process was decentralized. Since that time public works' staff has periodically used an informal bidding process to procure contracts for various services.

Given the discussions at the City Council meeting on March 25, 2014 regarding the procurement process currently used, staff recommends rejecting the proposal from Carollo Engineers, Inc. Since the professional services agreement will exceed \$25,000.00, it is required by the City's purchasing policy that a formal bidding process is followed.

Upon approval of this resolution, department staff will begin the formal bidding process which includes publishing a Notice Inviting Request for Proposals which: describes the services to be rendered and states the date, time and place for receipt of proposal. It is required that the Notice Inviting Request for Proposals be advertised in a newspaper of general circulation.

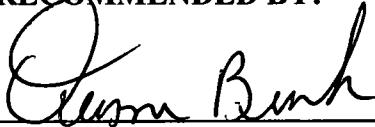
Once the proposals are received staff will evaluate the proposals based on the vendor's understanding of the work required by the city, demonstrated competence and professional qualifications necessary for performance of the work. Staff will then return to City Council with a recommendation to award a professional services agreement to the highest ranked vendor.

Per City Council request, Exhibit "A" to this report includes a breakdown of the proposal submitted by Carollo Engineers, Inc. The breakdown provides information regarding those costs that were to be paid by the City and those to be paid for by the Rancho San Gorgonio applicant.

Resolution No. 2014-02 as presented on March 25, 2014 is also attached for reference (Exhibit "B").

FISCAL DATA: Approval of this resolution does not have a fiscal impact on the City.

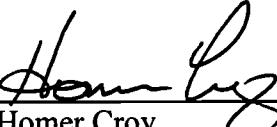
RECOMMENDED BY:


Duane Burk
Duane Burk
Director of Public Works

REVIEWED/APPROVED BY:


June Overholt
June Overholt
Administrative Services Director/
Deputy City Manager

APPROVED BY


Homer Croy
Homer Croy
Interim City Manager

Attachments:

Exhibit "A": Breakdown of Carollo's proposal

Exhibit "B": Resolution No. 2014-02, as presented to Council on March 25, 2014

BANNING UTILITY AUTHORITY RESOLUTION NO. 2014-06UA

A RESOLUTION OF THE BANNING UTILITY AUTHORITY OF THE CITY OF BANNING, CALIFORNIA, REJECTING THE PROPOSAL FROM CAROLLO ENGINEERS, INC.

WHEREAS, staff received a proposal from Carollo Engineers, Inc. to review the Sewer and Water Master Plans related to the Rancho San Gorgonio development and to conduct a hydraulic model update and analysis; and

WHEREAS, the proposal equaled an amount of \$38,580.00; and

WHEREAS, the City's purchasing policy requires that a formal bidding process be followed for projects exceeding \$25,000.00; and

WHEREAS, department staff will begin the formal bidding process upon approval of Resolution 2014-06UA which includes publishing a Notice Inviting Request for Proposals; and

WHEREAS, once the proposals are received staff will evaluate the proposals based on the vendor's understanding of the work required by the City, demonstrated competence and professional qualifications necessary for performance of the work at which time staff will return to City Council with a recommendation to award a professional services agreement to the highest ranked vendor;

NOW, THEREFORE, BE IT RESOLVED by the Banning Utility Authority of the City of Banning as follows:

SECTION 1. Banning Utility Authority adopts Resolution No. 2014-06UA, "Rejecting the Proposal from Carollo Engineers, Inc."

PASSED, ADOPTED AND APPROVED this 22nd day of April, 2014.

Deborah Franklin, Chairman
Banning Utility Authority

ATTEST:

Marie A. Calderon, Secretary

**APPROVED AS TO FORM
AND LEGAL CONTENT:**

David J. Aleshire, Authority Counsel
Aleshire & Wynder, LLP

CERTIFICATION:

I, Marie A. Calderon, Secretary of the Banning Utility Authority of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2014-06UA was adopted by the Banning Utility Authority of the City of Banning at a Regular Meeting thereof held on the 22nd day of April, 2014.

AYES:

NOES:

ABSENT:

ABSTAIN:

Marie A. Calderon, Secretary
Banning Utility Authority
City of Banning, California

EXHIBIT "A"
Carollo Engineers Proposal Breakdown



Engineers...Working Wonders With Water™

March 11, 2014

City of Banning
Att. Arturo Vela, P.E.
99 E. Ramsey Street
Banning, CA 92220

Subject: Fee Breakdown for Hydraulic Modeling Analysis and Master Plan Review

Dear Mr. Vela:

Per your request, the Hydraulic Modeling Analysis and the Master Plan Review fee breakdown is provide in Table 1 below:

Table 1 - City of Banning and Rancho San Gorgonio Fee Proposal

Task Description	Labor Hours	Labor Fee	Other Direct Costs ⁽¹⁾	Project Fee
Hydraulic Analysis				
Task 1 – Water Model Pipeline Update	10	\$1,664	\$117	\$1,781
City of Banning	10	\$1,664	\$117	\$1,781
Task 2 – Storage Analysis				
City of Banning	20	\$3,390	\$234	\$3,624
Rancho San Gorgonio	12	\$2,034	\$140	\$2,174
Task 3 – Hydraulic Modeling Analysis				
City of Banning	20	\$3,390	\$234	\$3,624
Rancho San Gorgonio	12	\$2,034	\$140	\$2,174
Task 4 – Technical Memorandum (D&F)				
City of Banning	25	\$4,470	\$293	\$4,763
Rancho San Gorgonio	15	\$2,682	\$176	\$2,858
Task 5 – Project Management and Meetings (2)				
City of Banning	24	\$4,336	\$401	\$4,737
Rancho San Gorgonio	16	\$2,856	\$267	\$3,123

Att. Arturo Vela, P.E.
City of Banning
March 11, 2014
Page 2

Task Description	Labor Hours	Labor Fee	Other Direct Costs ⁽¹⁾	Project Fee
Master Plan Review				
Task 1 – Master Plan of Water Review	9	\$1,579	\$105	\$1,684
Rancho San Gorgonio	9	\$1,579	\$105	\$1,684
Task 2 – Master Plan of Sewer Review				
Rancho San Gorgonio	9	\$1,579	\$513	\$2,092
Task 3 – Project Management and Meetings (3)	28	\$5,618	\$328	\$5,946
Rancho San Gorgonio	28	\$5,618	\$328	\$5,946
Total	200	\$35,632	\$2,948	\$38,580
City of Banning	99	\$17,250	\$1,278	\$18,528
Rancho San Gorgonio	101	\$18,382	\$1,670	\$20,052
Notes: 1) Other Direct Costs include PECE of \$11.70 per labor hour, travel, and printing expenses.				

Sincerely,

CAROLLO ENGINEERS, INC.



Inge Wiersema, P.E.
Vice President

IW:cjp

EXHIBIT “B”

**Resolution 2014-02UA, “Approving a Professional Services
Agreement with Carollo Engineers, Inc.” as presented on March
25, 2014.**

**CITY COUNCIL / BANNING UTILITY AUTHORITY
AGENDA**

DATE: **March 25, 2014**

TO: **Banning Utility Authority**

FROM: **Duane Burk, Director of Public Works**

SUBJECT: **Banning Utility Authority Resolution No. 2014-02UA, "Approving a Professional Services Agreement with Carollo Engineers, Inc."**

RECOMMENDATION: The Banning Utility Authority adopt Resolution 2014-02UA:

- I. Approving a Professional Services Agreement with Carollo Engineers, Inc. of Pasadena, California in an amount of \$50,000.00.
- II. Authorizing the Administrative Services Director to make an appropriation to Account No. 001-3000-442.33-51 (Spl Processing Consultant) in the amount of \$20,000.00.
- III. Authorizing the City Manager to execute the Professional Services Agreement with Carollo Engineers, Inc..

JUSTIFICATION: The professional services agreement is necessary in order review the Sewer and Water Master Plans related to the Rancho San Gorgonio and to conduct a Hydraulic Modeling Update and Analysis.

BACKGROUND: The City of Banning received an application from Rancho San Gorgonio, LLC. to develop a master plan community called Rancho San Gorgonio ("RSG"). The property is approximately 849 acres and is located on the south side of Westward Avenue between Sunset Avenue and San Gorgonio Avenue/Highway 243. The original draft proposal submitted in May 2013 included a development of 3,573 dwelling units, 188.5 acres of parks and trails and a 10-acre neighborhood commercial center. In October 2013 a revised proposal was submitted which included a development of 3,412 dwelling units, 214 acres of parks, trails, and open space, and a 9.3-acre commercial.

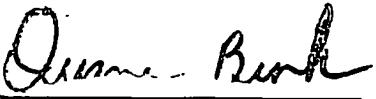
As part of the entitlement process for a project of this magnitude, it is required that the applicant submit for review and approval Water and Sewer Master Plans. The purpose of the Water Master Plan is to determine the proposed community's water system needs such as: distribution pipe size and configuration; storage capacity; peak demand; and the potential recycled water demand for irrigating common area landscaping. Similarly, the purpose of the Sewer Master Plan is to: calculate the peak discharge rates; impacts to the wastewater treatment plant; and determine the sewer system pipe sizes and configuration. Included in the scope of work for the Professional Services Agreement, Carollo Engineers, Inc. ("Carollo") will be responsible for reviewing the master plan studies for conformance with the City of Banning Standard Specifications.

Additionally, as part of the Professional Services Agreement, Carollo will perform hydraulic modeling analysis for the integration of the Rancho San Gorgonio development. This includes an update of the City's hydraulic model which was last updated in 2002. The update includes the importing of approximately five miles of new pipelines to ensure that the model distribution system reflects the conveyance capacity of the existing system. The scope of services will also include a City wide storage analysis to determine storage deficiencies with and without the Rancho San Gorgonio Project and identify potential reservoir sites and sizing of required transmission mains. Finally, Carollo will perform a hydraulic analysis of the City's entire pipeline network to evaluate pressure deficiencies under existing and future scenarios. The scope of work will be completed while closely working with the City's engineering staff.

City staff solicited proposals from multiple engineering firms and recommends an award in the amount of \$50,000.00 to Carollo for the abovementioned services. The cost for the professional services is equal to \$38,580.00. Since a majority of these services are directly related to the Rancho San Gorgonio development, it is estimated that \$20,000.00 of the \$50,000.00 will be reimbursed by deposits provided by the Rancho San Gorgonio applicant. The balance between the cost of the services and the \$50,000.00 will be utilized for as-needed services.

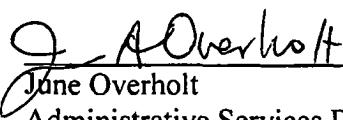
FISCAL DATA: The total cost of the professional services agreement is \$50,000.00. An appropriation is required in the amount of \$20,000.00 to Account No. 001-3000-442.33-51 (Spl Processing Consultant). The agreement balance of \$30,000.00 will be funded by Account No. 660-6300-471.33-53 (Engineering Services), which currently has a balance of \$63,250.00.

RECOMMENDED BY:



Duane Burk
Director of Public Works

REVIEWED/APPROVED BY:



Jane Overholt
Administrative Services Director/
Interim City Manager

BANNING UTILITY AUTHORITY RESOLUTION NO. 2014-02UA

A RESOLUTION OF THE BANNING UTILITY AUTHORITY OF THE CITY OF BANNING, CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO ENGINEERS, INC.

WHEREAS, the City of Banning received an application from Rancho San Gorgonio, LLC. to develop a master plan community called Rancho San Gorgonio ("RSG") which is made up of approximately 849 acres and is located on the south side of Westward Avenue between Sunset Avenue and San Gorgonio Avenue/Highway 243 and includes 3,412 dwelling units, 214 acres of parks, trails, and open space, and a 9.3-acre commercial; and

WHEREAS, in order to determine the water and sewer system needs for the development the applicant is required to prepare and submit for review and approval Water and Sewer Master Plans; and

WHEREAS, the City's hydraulic model was last updated in 2002 and it is essential to update the model in order to perform a hydraulic model analysis to identify deficiencies in the City's storage and pipeline network under existing and future demands including the integration of RSG development; and

WHEREAS, staff recommends the approval of a professional services agreement with Carollo Engineers, Inc. of Pasadena, California, a reputable firm specializing in the planning, design, and construction management of water and wastewater facilities for the municipal and public sector; and

WHEREAS, the scope of services of the agreement will include a review of the water and sewer master plans of the RSG development, an update of the City's hydraulic model and a detailed hydraulic model analysis of the City's entire water network under existing and future scenarios; and

WHEREAS, the proposed professional services agreement with Carollo Engineer's, Inc. is for an amount "not to exceed" \$50,000.00 of which it is estimated that \$20,000.00 will be reimbursed by the RSG applicant.

NOW, THEREFORE, BE IT RESOLVED by the Banning Utility Authority of the City of Banning as follows:

SECTION 1. Banning Utility Authority adopts Resolution No. 2014-02UA approving a Professional Services Agreement with Carollo Engineers, Inc. of Pasadena, California in an amount "not to exceed" \$50,000.00.

SECTION 2. The Administrative Services Director is hereby authorized to make an appropriation to Account No. 001-3000-442.33-51 (Spl Processing Consultant) in the amount of \$20,000.00 and to make necessary budget adjustments related to the appropriate funds. An

amount equal to \$30,000.00 will be funded by Account No. 660-6300-471.33-53 (Engineering Services).

SECTION 3. The City Manager is authorized to execute the Professional Services Agreement with Carollo Engineers, Inc. of Pasadena, California. This authorization will be rescinded if the contract agreement is not executed by the parties within sixty (60) days of the date of this resolution.

PASSED, ADOPTED AND APPROVED this 25th day March, 2014.

Deborah Franklin, Chairman
Banning Utility Authority

ATTEST:

Marie A. Calderon, Secretary

**APPROVED AS TO FORM
AND LEGAL CONTENT:**

David J. Aleshire, Authority Counsel
Aleshire & Wynder, LLP

CERTIFICATION:

I, Marie A. Calderon, Secretary of the Banning Utility Authority of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2014-02UA was adopted by the Banning Utility Authority of the City of Banning at a Regular Meeting thereof held on the 25th day of March, 2014.

AYES:

NOES:

ABSENT:

ABSTAIN:

Marie A. Calderon, Secretary
Banning Utility Authority
City of Banning, California

**CITY COUNCIL
REPORT OF OFFICERS**

DATE: **April 22, 2014**

TO: **City Council**

FROM: **Duane Burk, Director of Public Works**

SUBJECT: **Continuing Decision Regarding Resolution No. 2014-10, "Vacation of a Portion of Livingston Street, Alessandro Road and Adjacent Alleys" until May 27, 2014.**

RECOMMENDATION: Continue the Council discussion and decision of Resolution No. 2014-10, "Vacation of a Portion of Livingston Street, Alessandro Road and Adjacent Alleys" until May 27, 2014.

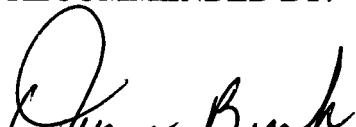
BACKGROUND: On January 2, 2014, the Planning Commission, by adoption of Resolution No. 2014-01, considered this request and determined that the proposed street vacation is consistent with the General Plan.

As part of the street vacation process on January 28, 2014, the City Council considered Resolution No. 2014-06 initiating the proceedings and setting the date, time and place for the public hearing (Streets and Highways Code § 8320). Resolution No. 2014-06 was approved by City Council and the date of the public hearing was set as February 25, 2014.

On February 25, 2014, City Council held the public hearing and closed the public hearing. Council directed staff to continue the hearing on March 25, 2014, and established an Ad Hoc Committee to meet with city staff and representatives from the developer to further discuss the VPSG project. On March 25, 2014 City Council directed staff to further continue the hearing on April 22, 2014. The Ad Hoc Committee has met and is in the process of scheduling a meeting with Riverside County officials to discuss the VPSG project.

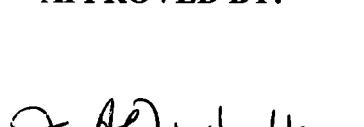
Staff is requesting that Council continue the approval of Resolution No. 2014-10, "Vacation of a Portion of Livingston Street, Alessandro Road and Adjacent Alleys" until May 27, 2014.

RECOMMENDED BY:



Duane Burk
Director of Public Works

APPROVED BY:



June Overholt
Administrative Services Director/
Interim City Manager

Attachments:

Attachment 1: February 25, 2014 Staff Report and Resolution No. 2014-10

ATTACHMENT 1
February 25, 2014 Staff Report and Resolution 2014-10

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RESOLUTION NO. 2014-10

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING,
CALIFORNIA VACATING PORTIONS OF THOSE STREETS COMMONLY
KNOWN AS LIVINGSTON STREET, ALESSANDRO ROAD AND ADJACENT
ALLEYS**

WHEREAS, the City of Banning desires to vacate portions of those roadways commonly known as Livingston Street, Alessandro Road and adjacent alleys located in the Amended Map of the Banning Land Company, per Map Book 9, Page 44 as originally recorded in the County of San Bernardino, 1890:

Parcel 1

A 10.00 wide Alley, lying southerly of Lot 27 of said Amended Map of the Banning Land Company, from the northerly prolongation of the easterly line of Lot 26 of said Amended Map of the Banning Land Company to the northerly prolongation of the easterly line of Lot 23 of said Amended Map of the Banning Land Company.

Parcel 2

A 10.00 wide Alley, lying between Lot 22 of said Amended Map of the Banning Land Company and said Lot 23, from the easterly prolongation of the southerly line of said Lot 27 and the northerly right of way line of Livingston Street (30.00 feet wide in the northerly half width) of said Amended Map of the Banning Land Company.

Parcel 3

Livingston Street (30.00 feet wide in northerly half width), from the southerly prolongation of the easterly line of said Lot 26 to the westerly right of way line of Martin Street (formally Potter Street) (60.00 feet in full width) of said Amended Map of the Banning Land Company and Livingston Street (30.00 feet wide in southerly half width), from the easterly right of way line of San Gorgonio Avenue (60.00 feet in full width) and said westerly right of way line of Martin Street.

Excepting therefrom that portion lying southerly of the northerly right of way line of Interstate Route 10 as shown on State of California of Transportation Right of Way Map Nos. 421533 and 421534.

Parcel 4

Alessandro Road (formally Ella Street) (60.00 feet in full width) of said Amended Map of the Banning Land Company, from the southerly right of way line of Ramsey Street (30.00 feet in southerly half width) and northerly right of way line of Livingston Street (30.00 feet in northerly half width) of said Amended Map of the Banning Land Company, and;

WHEREAS, pursuant to California Streets and Highways Code Sections 8300 et seq., the City Council has the authority and responsibility to resolve to vacate streets and highways within the City; and

WHEREAS, on January 2, 2014, the Planning Commission adopted Resolution No. 2014-01, finding that the vacation of the abovementioned portions of Livingston Street, Alessandro Road and adjacent alleys is consistent with the City of Banning's General Plan and recommending that the City Council vacate those portions of Livingston Street, Alessandro Road and adjacent alleys; and

WHEREAS, on January 28, 2014, the City Council set February 25, 2014 as the date on which it would hold a hearing for the purpose of considering the vacation of those portions of Livingston Street, Alessandro Road and adjacent alleys; and

WHEREAS, for two consecutive weeks on February 7, 2014 and February 14, 2014, the City gave public notice, by publishing in *Record Gazette* and by posting in prominent places on those portions of Livingston Street, Alessandro Road and adjacent alleys in compliance with Streets and Highways Code Section 8320, of the holding of the public hearing at which the City Council would consider the vacation of those portions of Livingston Street, Alessandro Road and adjacent alleys; and

WHEREAS, on February 25, 2014, the City Council held the noticed public hearing considering the vacation of those portions of Livingston Street, Alessandro Road and adjacent alleys, at which interested persons had an opportunity to testify in support of, or opposition to, the vacation of those portions of Livingston Street, Alessandro Road and adjacent alleys; and

WHEREAS, on February 25, 2014 City Council held the public hearing and directed staff to continue the hearing on March 25, 2014 and to assemble an Ad Hoc Committee consisting of city staff and representatives from the developer to further discuss the VPSG project; and

WHEREAS, since the February 25, 2014 meeting, the established Ad Hoc Committee has met and is in the process of scheduling a meeting with Riverside County officials to discuss the VPSG project.

NOW, THEREFORE, the City Council of the City of Banning does Resolve, Determine, Find and Order as follows:

SECTION 1. FINDINGS.

The City Council, in light of the whole record before it, including but not limited to, the City's General Plan, the recommendation of the Planning Commission as provided in the Staff Report dated January 2, 2014, and documents incorporated therein by reference and any other evidence within the record or provided at or prior to the public hearing of this matter, hereby finds and determines as follows:

1. Those portions of Livingston Street, Alessandro Road and adjacent alleys as described in this resolution are unnecessary for present or prospective public use.

2. The vacation of those portions of Livingston Street, Alessandro Road and adjacent alleys as described in this resolution is consistent with the City of Banning's General Plan.

3. No conditions precedent to the vacation of those portions of Livingston Street, Alessandro Road and adjacent alleys as described in this resolution exist or are necessary.

SECTION 2. CITY COUNCIL ACTION

The City Council hereby takes the following actions:

1. The City Council hereby recognizes that those portions of Livingston Street, Alessandro Road and adjacent alleys as described in this resolution are not necessary for present or prospective public use.

2. The City Council hereby orders vacated those portions of Livingston Street, Alessandro Road and adjacent alleys as described in this resolution.

3. The City Council hereby orders the City Clerk to record this Resolution with the County Recorder, which recording will make the vacation of those portions of Livingston Street, Alessandro Road and adjacent alleys as described in this resolution effective pursuant to Streets and Highways Code Section 8325.

PASSED, APPROVED and ADOPTED this 25th day of March, 2014.

Deborah Franklin, Mayor
City of Banning

ATTEST:

Marie A. Calderon,
City Clerk of the City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

David J. Aleshire, City Attorney
Aleshire & Wynder, LLP

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2014-10 was adopted by the City Council of the City of Banning at a regular meeting thereof held on the 25th day of March, 2014, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Marie A. Calderon
City Clerk of the City of Banning
Banning, California

ATTACHMENT 1
Exhibit A: Legal Description
Exhibit B: Plat

EXHIBIT "A"
ROAD VACATION

Those portions of Section 10, Township 3 South, Range 1 East, in the City of Banning, County of Riverside, State of California, also shown on the Amended Map of the Banning Land Company as recorded in Map Book 9, Page 44, Records of San Bernardino County, California, described as follows:

Parcel 1

A 10.00 wide Alley, lying southerly of Lot 27 of said Amended Map of the Banning Land Company, from the northerly prolongation of the easterly line of Lot 26 of said Amended Map of the Banning Land Company to the northerly prolongation of the easterly line of Lot 23 of said Amended Map of the Banning Land Company.

Parcel 2

A 10.00 wide Alley, lying between Lot 22 of said Amended Map of the Banning Land Company and said Lot 23, from the easterly prolongation of the southerly line of said Lot 27 and the northerly right of way line of Livingston Street (30.00 feet wide in the northerly half width) of said Amended Map of the Banning Land Company.

Parcel 3

Livingston Street (30.00 feet wide in northerly half width), from the southerly prolongation of the easterly line of said Lot 26 to the westerly right of way line of Martin Street (formally Potter Street) (60.00 feet in full width) of said Amended Map of the Banning Land Company and Livingston Street (30.00 feet wide in southerly half width), from the easterly right of way line of San Gorgonio Avenue (60.00 feet in full width) and said westerly right of way line of Martin Street.

Excepting therefrom that portion lying southerly of the northerly right of way line of Interstate Route 10 as shown on State of California of Transportation Right of Way Map Nos. 421533 and 421534.

Parcel 4

Alessandro Road (formally Ella Street) (60.00 feet in full width) of said Amended Map of the Banning Land Company, from the southerly right of way line of Ramsey Street (30.00 feet in southerly half width) and northerly right of way line of Livingston Street (30.00 feet in northerly half width) of said Amended Map of the Banning Land Company.

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

PREPARED UNDER MY SUPERVISION.



1-6-14

Date

Andrew Y. Orosco, L.S. 5491

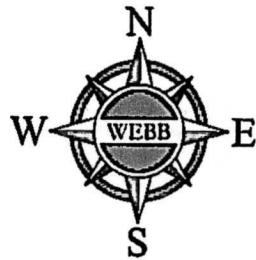
Prepared by: gjm

Checked by: hbw

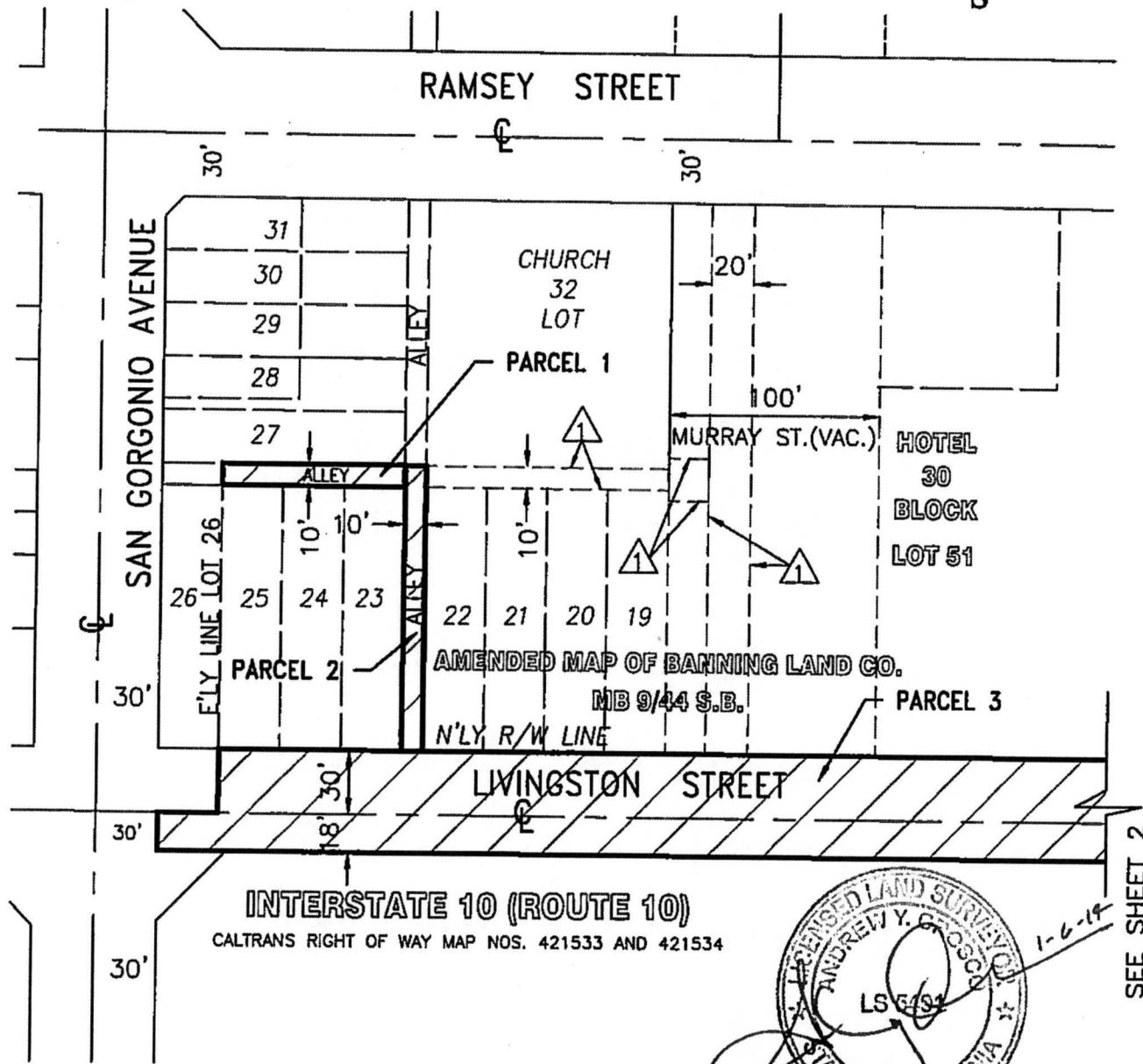


1

EXHIBIT "B"
ROAD VACATION



TO SOUTHERN CALIFORNIA GAS COMPANY, AN EASEMENT FOR RIGHT OF WAY, PIPELINES AND MAINTENANCE WITH THE RIGHT OF INGRESS AND EGRESS, RECORDED SEPTEMBER 14, 1977, AS INSTRUMENT NO. 179864, O.R.



ALBERT A.
WEBB
ASSOCIATES

CITY OF BANNING

G:\2009\09-0123\Parcel Map\09-123VAC.dwg 11/24/2013

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

SHEET 1 OF 2

W.O.
09-0123

SCALE: 1"=80'

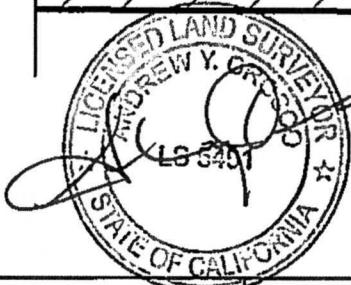
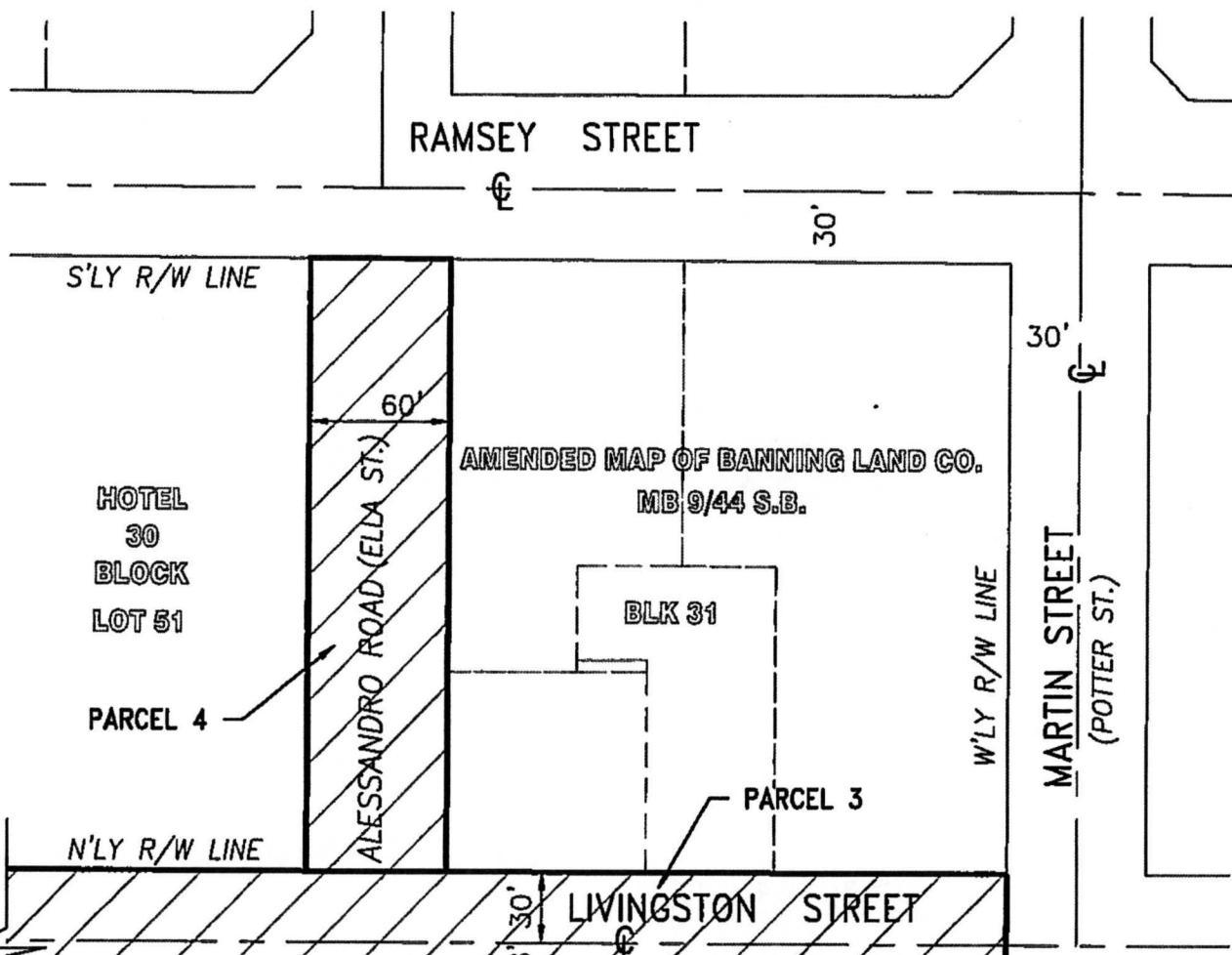
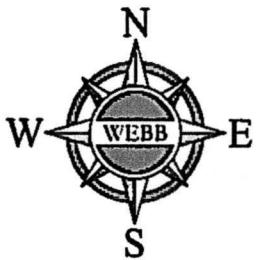
DRWN BY *AV*
CHKD BY *AV*

DATE 1/6/14
DATE 1/6/14

SUBJECT: ROAD VACATION

112

EXHIBIT "B"
ROAD VACATION



ALBERT A.
WEBB
ASSOCIATES

CITY OF BANNING

G:\2009\09-0123\Parcel Map\09-123VAC.dwg 1/6/2014

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

SHEET 2 OF 2

W.O.
09-0123

SCALE: 1"=80'

DRWN BY *A.Y.C. Clegg*

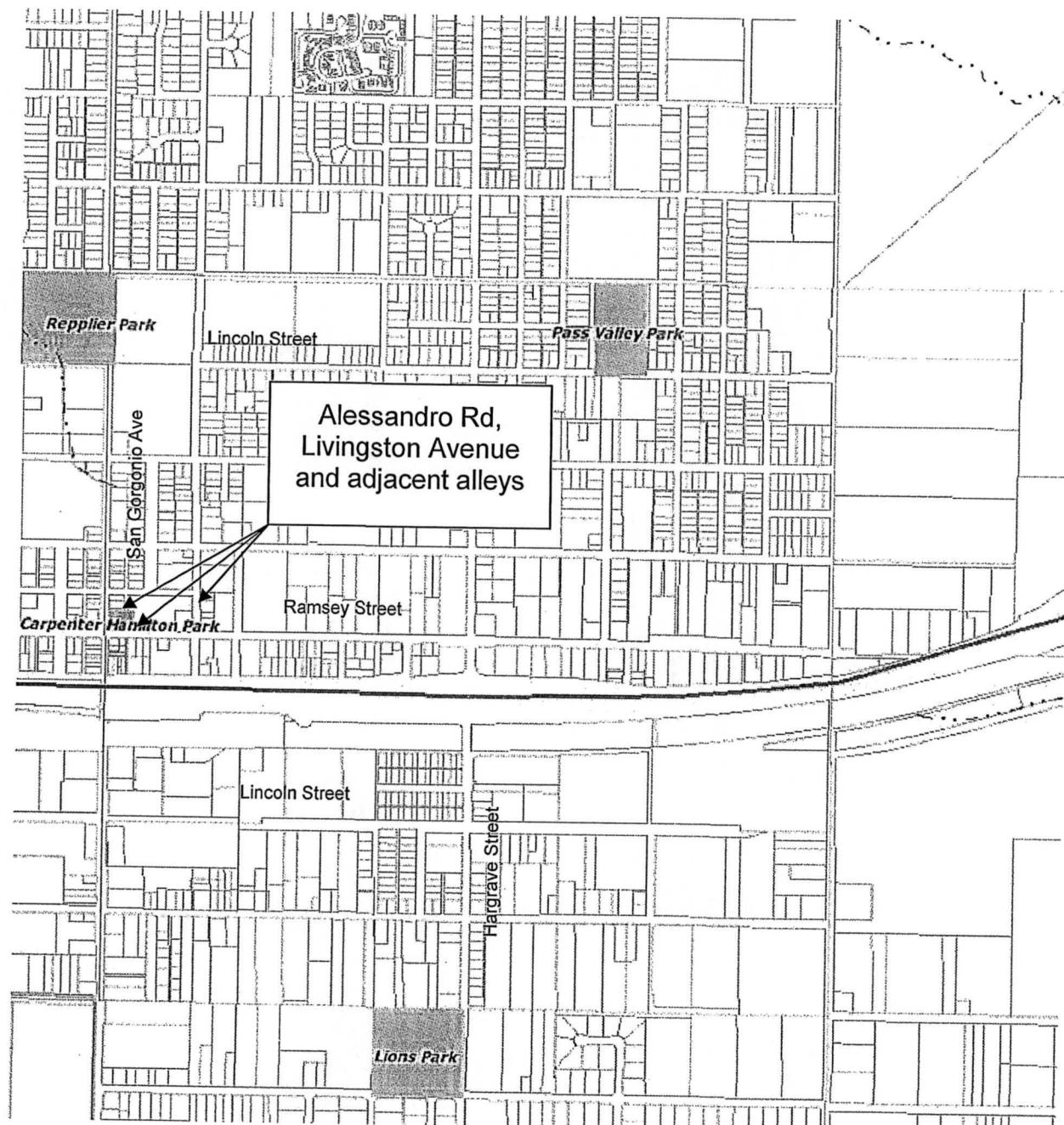
DATE 1/6/14

CHKD BY *A.Y.C. Clegg*

DATE 1/6/14

SUBJECT: ROAD VACATION

ATTACHMENT 2
Location/Vicinity Map



Not to Scale

Location Map

PH #13-12504

ATTACHMENT 3
Circulation Element

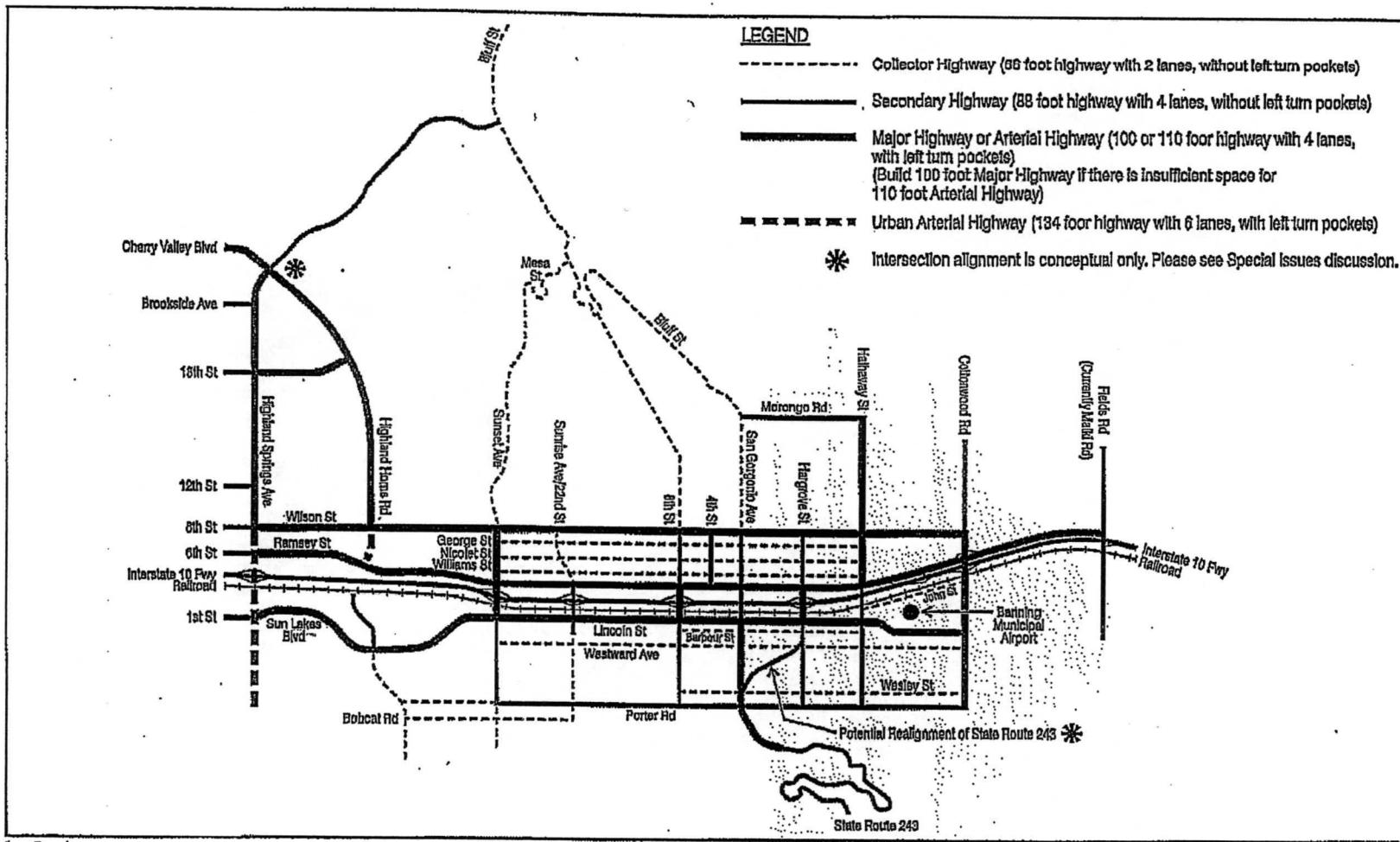
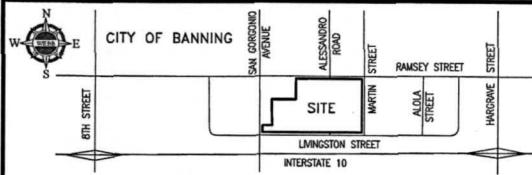


EXHIBIT III-5

ATTACHMENT 4
Parcel Map No. 36285



IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
PARCEL MAP NO. 36285

BEING A SUBDIVISION OF A PORTION OF LOTS 19 THROUGH 25, INCLUSIVE, IN BLOCK 29, LOT 51 IN BLOCK 30, BLOCK 31 AND LIVINGSTON STREET AS PER AMENDED MAP OF BANNING LAND COMPANY ON FILE IN BOOK 9 PAGE 44 OF MAPS, SAN BERNARDINO COUNTY RECORDS AND A PORTION OF MURRAY STREET AND AN UNNAMED ALLEY VACATED BY RESOLUTION RECORDED SEPTEMBER 14, 1977 AS INSTRUMENT NO. 179864, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 10, TOWNSHIP 3 SOUTH, RANGE 1 EAST, S.B.M.

ALBERT A. WEBB ASSOCIATES - CIVIL ENGINEERS

MAY 2013

SHEET 2 OF 2 SHEETS



60 30 0 60 120 180
SCALE: 1" = 60'

EASEMENT NOTES

RESERVED TO SOUTHERN CALIFORNIA GAS COMPANY, AN EASEMENT FOR
RIGHT OF WAY, PIPELINES AND MAINTENANCE WITH THE RIGHT OF INGRESS
AND EGRESS, RECORDED SEPTEMBER 14, 1977, AS INSTRUMENT NO.
179864, O.R.

EASEMENT NOTES NOT TO SCALE

1 RESERVED TO SOUTHERN CALIFORNIA GAS COMPANY, AN EASEMENT FOR RIGHT OF WAY, PIPELINES AND MAINTENANCE WITH THE RIGHT OF INGRESS AND EGRESS, RECORDED SEPTEMBER 14, 1977, AS INSTRUMENT NO. 179864, O.R.

2 TO THE CITY OF BANNING AN EASEMENT FOR LANDSCAPING, RECORDED APRIL 5, 1993, INSTRUMENT NO. 125492, O.R.

3 DEDICATED TO THE CITY OF BANNING, 40.00' WIDE EASEMENT FOR PUBLIC UTILITIES.

4 DEDICATED TO THE CITY OF BANNING, 38.50' WIDE EASEMENT FOR PUBLIC UTILITIES.

5 PORTION OF MURRAY STREET VACATED PER INSTRUMENT NO. 179864, RECORDED 9/14/77, OFFICIAL RECORDS.

6 PORTION OF ALESSANDRO STREET VACATED BY CITY OF BANNING RESOLUTION NO. _____, RECORDED _____, AS DOCUMENT NO. _____, OFFICIAL RECORDS.

7 PORTION OF LIVINGSTON STREET VACATED BY CITY OF BANNING RESOLUTION NO. _____, RECORDED _____, AS DOCUMENT NO. _____, OFFICIAL RECORDS.

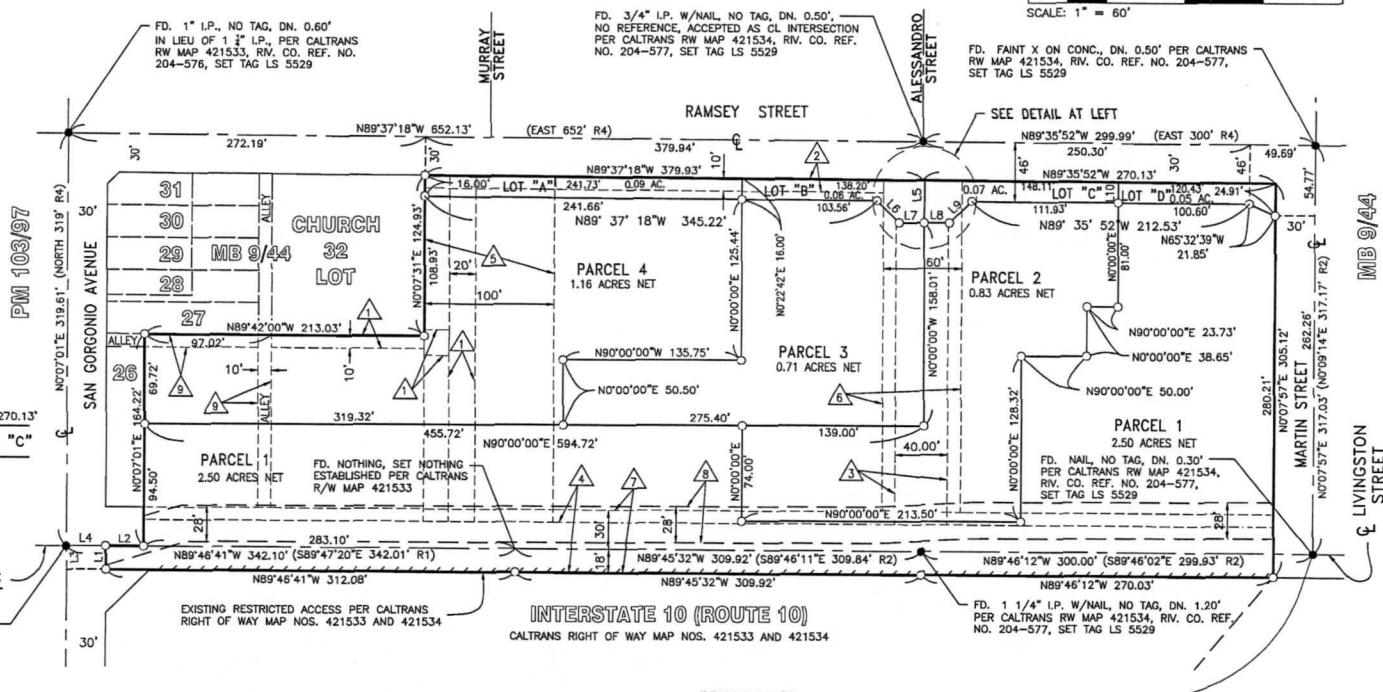
8 TO THE CITY OF BANNING, 28.00' WIDE EASEMENT FOR PUBLIC INGRESS, EGRESS AND UTILITIES.

9 PORTION OF ALLEY VACATED (UTILITIES RESERVED) BY CITY OF BANNING RESOLUTION NO. _____, RECORDED _____, AS DOCUMENT NO. _____, OFFICIAL RECORDS.

DATA		
Line #	DISTANCE	BEARING
L1	18.00'	N0°06'56"E
L2	29.00'	N89°46'41"W
L3	18.00'	N0°08'42"E
L4	30.00'	N89°46'41"W
L5	33.00'	N0°24'08"E
L6	24.09'	N44°43'57"W
L7	17.58'	N89°37'18"W
L8	19.27'	N89°35'52"W
L9	23.99'	N45°15'40"E
L10	16.00'	N0°24'08"E

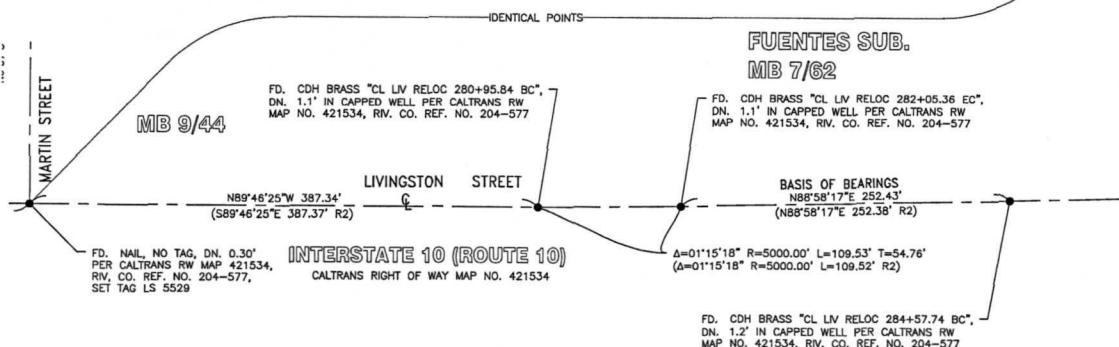
SURVEYOR'S NOTES

1. BASIS OF BEARINGS IS THE CENTERLINE OF LIVINGSTON STREET TAKEN AS NORTH 88°58'17" EAST PER CALTRANS RW MAP NO. 421534, RIV. CO. REF. NO. 204-577.
2. —●— INDICATES FOUND MONUMENTS AS NOTED.
3. —○— INDICATES SET 1" IRON PIPE WITH TAG STAMPED L.S. 5529, FLUSH, OR NAIL AND TAG IN LEAD STAMPED L.S. 5528 SET IN CONCRETE AREAS AND TOP OF WALLS.
4. TOTAL AREA WITHIN THE DISTINCTIVE BORDER IS 5.47 ACRES GROSS.
5. (R1) INDICATES RECORD PER CALTRANS RW MAP NO. 421533, RIV. CO. REF. NO. 204-576, UNLESS OTHERWISE NOTED.
6. (R2) INDICATES RECORD PER CALTRANS RW MAP NO. 421534, RIV. CO. REF. NO. 204-577.
7. (R3) INDICATES RECORD PER R.S. 4/57.
8. (R4) INDICATES RECORD PER M.B. 9/44 S.B. CO. REC.
9. COH INDICATES "CALIFORNIA DIVISION OF HIGHWAYS".
10. ALL MONUMENTS SHOWN AS "SET" SHALL BE SET IN ACCORDANCE WITH THE MONUMENTATION AGREEMENT FOR THIS MAP, UNLESS OTHERWISE NOTED.
11. INDICATES RESTRICTED ACCESS.

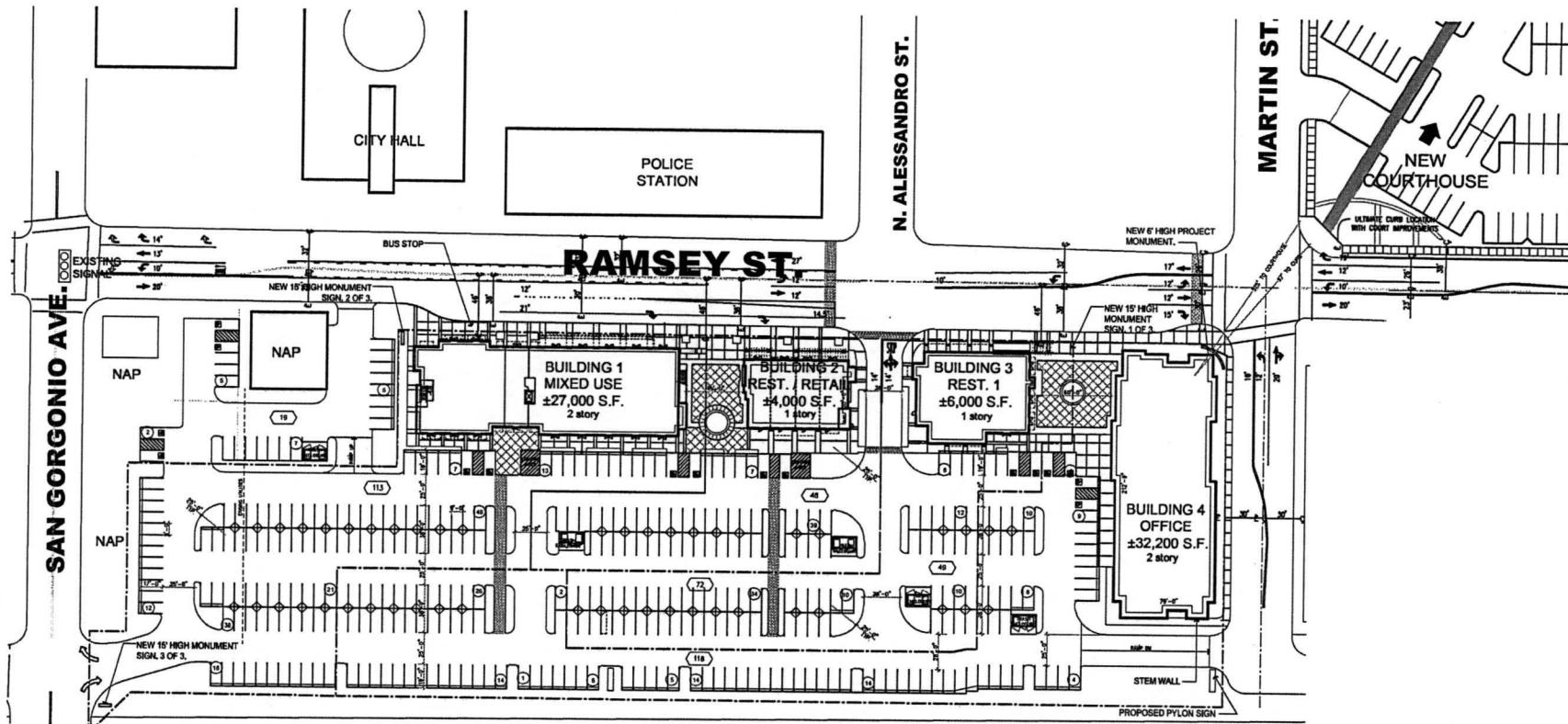


IDENTICAL POINTS

FUENTES SUB. MB 7/62



ATTACHMENT 5
Site Plan

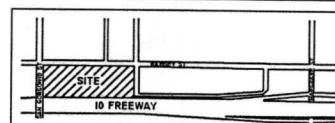


Project Summary

Site Area:	±5.25 AC	(±228,690 s.f.)
Building Area		
Office	±32,200 s.f.	54 stalls
Office above Retail	±13,500 s.f.	54 stalls
Retail	±13,500 s.f.	
Retail/Restaurant	±8,000 s.f.	
Restaurant	±4,000 s.f.	
Total Building Area		
	±88,200 s.f.	

Parking Summary

Parking Required	
Building 1:	
Retail - 13,500 s.f.: 54 stalls	
Office - 13,500 s.f.: 54 stalls	
Building 2:	
Retail - 2,000 s.f.: 8 stalls	
Restaurant - 2,000 s.f.: 30 stalls	
Building 3:	
Restaurant - 8,000 s.f.: 90 stalls	
Building 4:	
Office - 32,200 s.f. 116 stalls	
Total Parking Required:	352 stalls
Parking Provided:	
On Site: 350 stalls	
Off Site: 18 stalls	
Total Parking Provided:	368 stalls
Overall Parking Ratio:	5.39/1000



THE VILLAGE AT PASEO SAN GORGONIO Banning, CA

THE FROST
COMPANY
1137 Second Street
Loganville, CA 92327
T: (949) 683-7040
F: (310) 280-2524

Arthur Pearlman
CORPORATION

T: (310) 280-89403

F: (310) 280-8334

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None. The information is conceptual. It has not been reviewed or cleared by the City, County, and
State of California. Permits, permits verification, and other review, review, and
any other review or review by the City, County, and State of California is required.
September 13, 2013 75-09711-00

117 E. Colorado
Suite 500
Pasadena, CA 91105
T: 626.796.8230
F: 626.796.8733



DLR Group

CITY COUNCIL AGENDA

DATE: April 22, 2014

TO: City Council

FROM: Duane Burk, Director of Public Works

SUBJECT: Resolution No. 2014-25, "Approving the Measure 'A' Five Year Capital Improvement Plan"

RECOMMENDATION: Adopt Resolution No. 2014-25, "Approving the Measure "A" Five Year Capital Improvement Plan."

JUSTIFICATION: The City is required to submit a Five Year Capital Improvement Plan ("CIP") annually to the Riverside County Transportation Commission ("RCTC") in order to receive Measure "A" funds.

BACKGROUND: Voters in Riverside County approved Measure "A" in 1988, which authorized the Riverside County Transportation Commission to impose an additional one-half percent (0.5%) sales tax for the next 20 years to be used for improvements of state highways, public transit systems, and local streets. In 2002, voters in Riverside County approved a 30-year extension of the one-half percent sales tax for transportation improvements.

RCTC has estimated that the City of Banning will receive Measure "A" Funds totaling \$2,813,000.00 as follows for the next five years:

<u>Year</u>	<u>Estimated Amount</u>
2014/2015	\$530,000.00
2015/2016	\$546,000.00
2016/2017	\$562,000.00
2017/2018	\$579,000.00
2018/2019	\$596,000.00

Each City in Riverside County is required by the RCTC to submit a Five Year CIP, as approved by its governing board, to indicate how Measure "A" funding is to be utilized over the next five years. The list of street locations under the Five Year CIP is attached as Exhibit "A".

In 2012 the City hired Mission Geographics, LLC ("Mission") to complete a City wide mapping and data collection of the city's street network. Mission used automated data collection technology to collect pavement surface distress data such as cracking, roughness, rutting, raveling/weathering,

bleeding/flushing and deflection. Using these asset parameters the streets are scored and prioritized. The resulting list is reflected in the Five Year Measure "A" CIP list.

During previous discussions with City Council regarding the importance of having a street connect from Sunset Avenue to Highland Home Road south of the I-10 freeway, Lincoln Street has been identified as a future project in the Five Year Measure "A" CIP in Fiscal Year 2018/2019.

In addition, the City is required to submit a Project Status Report for projects previously approved by City Council in previous fiscal years that have not been completed. Attached as Exhibit "B" is the Project Status Report for FY 2012/2013 and FY 2013/2014.

The Measure A Ordinance requires annual certification that discretionary General Fund expenditures for transportation-related construction and maintenance activities for Fiscal Year 2014/2015 will meet or exceed the Maintenance of Effort Certification ("MOE") base year amount and commitment to expending Measure A funds to projects identified in the city's Five Year CIP. The MOE base year amount has been set to \$164,325.00. The MOE, attached as Exhibit "C", must be signed by the City Manager and submitted to the RCTC along with the Five-Year CIP.

The program is intended to support public transit systems, street pavement rehabilitation, and public street improvements. If needed, City Council can request a change in the priority list of street locations after RCTC has approved the list by submitting a written request.

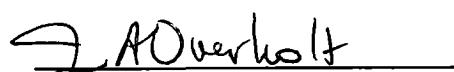
FISCAL DATA: The estimated revenue for the City of Banning's Measure "A" Program was provided by the RCTC. The actual amounts will be determined during each Fiscal Year.

RECOMMENDED BY:



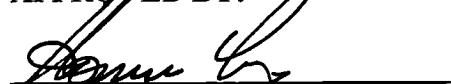
Duane Burk
Director of Public Works

REVIEWED BY:



June Overholt
Deputy City Manager/
Administrative Services Director

APPROVED BY:



Homer Croy
Interim City Manager

Attachments:

- Exhibit "A": 5-Year Measure "A" CIP
- Exhibit "B": Project Status Report
- Exhibit "C": Maintenance of Effort Certification Statement

RESOLUTION NO. 2014-25

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING,
CALIFORNIA, APPROVING THE MEASURE "A" FIVE YEAR CAPITAL
IMPROVEMENT PLAN**

WHEREAS, in 1988, Riverside County voters approved a 0.5% sales tax (Measure "A") over a 20-year span to be used toward improvements of state highways, local transit systems, and public streets; and

WHEREAS, in 2002, Riverside County voters approved a 30-year extension of the Measure "A" 0.5% sales tax; and

WHEREAS, each City in Riverside County is required by the Riverside County Transportation Commission ("RCTC") to submit a Five Year Capital Improvement Plan (attached as Exhibit "A"), as approved by its governing board, to indicate how Measure "A" funding is to be utilized over the next five years; and

WHEREAS, the RCTC has estimated that the City of Banning will receive a total of \$2,813,000.00 in Measure "A" funds over the next five years; and

WHEREAS, the program is intended to support local transit systems, street pavement rehabilitation and public street improvements; and

WHEREAS, the Measure A Ordinance requires annual certification that discretionary General Fund expenditures for transportation-related construction and maintenance activities for Fiscal Year 2014/2015 will meet or exceed the Maintenance of Effort Certification ("MOE") base year amount and commitment to expending Measure A funds to projects identified in the city's Five Year CIP; and

WHEREAS, the priority list of street locations can be changed by the City Council by submitting a written request to RCTC.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. City Council adopts Resolution No. 2014-25, "Approving the Measure 'A' Five Year Capital Improvement Plan."

SECTION 2. The City Manager is authorized to execute the Maintenance of Effort Certification Statement.

PASSED, APPROVED and ADOPTED this 22nd day of April, 2014.

Deborah Franklin, Mayor

ATTEST:

Marie A. Calderon, City Clerk

**APPROVED AS TO FORM AND
LEGAL CONTENT:**

David J. Aleshire, City Attorney
Aleshire & Wynder, LLP

Resolution 2014-25

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CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2014-25 was duly adopted by the City Council of the City of Banning at a Regular Meeting thereof held on the 22nd of April, 2014.

AYES:

NOES:

ABSENT:

ABSTAIN:

Marie A. Calderon, City Clerk
City of Banning
Banning, California

EXHIBIT "A"

MEASURE "A" FIVE YEAR CAPITAL IMPROVEMENT PLAN

FISCAL YEARS 2014/2015 - 2018/2019

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
MEASURE A LOCAL FUNDS PROGRAM
FY 2014/2015 - 2018/2019**

Agency: City of Banning

Page 1 of 6

Prepared by: Arturo Vela, P.E.

Phone #: 951-922-3130

Date: 4-22-14

Estimated Prior Year Measure A Balance:	\$227,000.00
Estimated FY 2014/2015 Measure A Allocation:	<u>\$530,000.00</u>
Estimated Measure A Available for FY 2014/2015 Projects:	\$757,000.00

FY 2014/2015

Item No.	Project Name / Limits	Project Type	Total Cost	Measure A Funds
1	Cherry Street: Hoffer Street to George Street	AC Overlay	\$120,000.00	\$120,000.00
2	Lincoln Street: San Gorgonio Avenue to Hargrave Street	AC Overlay	\$300,000.00	\$300,000.00
3	City Wide Slurry Seal	Slurry Seal	\$110,000.00	\$110,000.00
TOTALS				\$530,000.00

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**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
MEASURE A LOCAL FUNDS PROGRAM
FY 2014/2015 - 2018/2019**

Agency: City of Banning

Page 2 of 6

Prepared by: Arturo Vela, P.E.

Phone #: 951-922-3130

Date: 4-22-14

Estimated Prior Year Measure A Balance:	\$227,000.00
Estimated FY 2015/2016 Measure A Allocation:	\$546,000.00
Estimated Measure A Available for FY 2015/2016 Projects:	\$773,000.00

FY 2015/2016

Item No.	Project Name / Limits	Project Type	Total Cost	Measure A Funds
1	Allen Street: Hoffer Street to George Street Nicolet Street: Sims Street to Sunset Avenue	AC Overlay	\$100,000.00	\$100,000.00
2		AC Overlay	\$318,000.00	\$318,000.00
3	City Wide Slurry Seal	Slurry Seal	\$60,000.00	\$60,000.00
4	FTIP: Ramsey Street: Hargrave Street to East City Limits	Street Rehabilitation	\$477,000.00	\$295,000.00
TOTALS				\$773,000.00

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
MEASURE A LOCAL FUNDS PROGRAM
FY 2014/2015 - 2018/2019**

Agency: City of Banning

Page 3 of 6

Prepared by: Arturo Vela, P.E.

Phone #: 951-922-3130

Date: 4-22-14

Estimated Prior Year Measure A Balance:	\$0.00
Estimated FY 2016/2017 Measure A Allocation:	\$562,000.00
Estimated Measure A Available for FY 2016/2017 Projects:	\$562,000.00

FY 2016/2017

Item No.	Project Name / Limits	Project Type	Total Cost	Measure A Funds
1	Ramsey Street: San Gorgonio Avenue to 8th Street	AC Overlay	\$262,000.00	\$262,000.00
2	8th Street: Lincoln Street to Westward Avenue	AC Overlay	\$130,000.00	\$130,000.00
3	Charles Street: Hargrave Street to 1037 E. Charles Street	AC Overlay	\$85,000.00	\$85,000.00
4	Wesley Street: Hargrave Street to 1041 E. Wesley Street	AC Overlay	\$85,000.00	\$85,000.00
TOTALS				\$562,000.00

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
MEASURE A LOCAL FUNDS PROGRAM
FY 2014/2015 - 2018/2019**

Agency: City of Banning

Page 4 of 6

Prepared by: Arturo Vela, P.E.

Phone #: 951-922-3130

Date: 4-22-14

Estimated Prior Year Measure A Balance:	\$0.00
Estimated FY 2017/2018 Measure A Allocation:	\$579,000.00
Estimated Measure A Available for FY 2017/2018 Projects:	\$579,000.00

FY 2017/2018

Item No.	Project Name / Limits	Project Type	Total Cost	Measure A Funds
1	Cottonwood Road: 8th Street to 12th Street	AC Overlay	\$110,000.00	\$110,000.00
2	George Street: 8th Street to 12th Street	AC Overlay	\$110,000.00	\$110,000.00
3	10th Street: Williams Street to George Street	AC Overlay	\$115,000.00	\$115,000.00
4	12th Street Williams Street to George Street	AC Overlay	\$124,000.00	\$124,000.00
5	14th Street: Williams Street to George Street	AC Overlay	\$120,000.00	\$120,000.00
TOTALS				\$579,000.00

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
MEASURE A LOCAL FUNDS PROGRAM
FY 2014/2015 - 2018/2019**

Agency: City of Banning

Page 5 of 6

Prepared by: Arturo Vela, P.E.

Phone #: 951-922-3130

Date: 4-22-14

Estimated Prior Year Measure A Balance:	\$0.00
Estimated FY 2018/2019 Measure A Allocation:	\$596,000.00
Estimated Measure A Available for FY 2018/2019 Projects:	\$596,000.00

FY 2018/2019

Item No.	Project Name / Limits	Project Type	Total Cost	Measure A Funds
1	Lincoln Street: Highland Home Road to Sunset Avenue	New Construction	\$596,000.00	\$596,000.00
	TOTALS			\$596,000.00

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EXHIBIT “B”

PROJECT STATUS REPORT

FY 2012/2013 - 2013/2014

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
MEASURE A LOCAL FUNDS PROGRAM
PROJECT STATUS REPORT FY 2012-2013 and 2013-2014**

Agency: City of Banning

Page 6 of 6

Prepared by: Arturo Vela, P.E.

Phone #: 951-922-3130

Date: 4-22-14

Item No.	Project Name / Limits	Project Type	Total Cost	Measure A Funds	Estimated Completion	Status
1	Ramsey Street: Highland Springs Avenue to Highland Home Road (FY12/13)	Street Rehabilitation	\$693,000.00	\$417,428.00	7/31/2014	Construction contract awarded. Start date: 4/21/14
2	2012/2013 SB-821 Project	Sidewalks and Handicap Ramp Improvements	\$265,000.00	\$85,000.00	7/31/2014	Construction contract awarded. Start date: 4/21/14
3	Hoffer Street: Alessandro Rd to Hargrave Street (FY 13/14)	Street Rehabilitation	\$110,000.00	\$110,000.00	7/31/2014	Construction contract awarded. Start date: 4/21/14
4	Alessandro Road: Williams Street to San Gorgonio Avenue (FY 13/14)	Street Rehabilitation	\$40,000.00	\$40,000.00	7/31/2014	Construction contract awarded. Start date: 4/21/14
5	Ramsey Street: Hargrave Street to San Gorgonio Avenue (FY 13/14)	Street Rehabilitation	\$125,000.00	\$125,000.00	7/31/2014	Construction contract awarded. Start date: 4/21/14
		TOTALS	\$1,233,000.00	\$777,428.00		

EXHIBIT "C"

MAINTENANCE OF EFFORT CERTIFICATION

**2014-2015 MEASURE A PROGRAM
MAINTENANCE OF EFFORT
CERTIFICATION STATEMENT**

The undersigned agrees and certifies for the CITY OF BANNING (the "Agency") that sales tax transportation funds received pursuant to Ordinance No. 02-001 of the Riverside County Transportation Commission (Measure "A") shall be used in compliance with the Commission's Maintenance of Effort Guidelines and a base year amount of \$164,325.00, approved by the Commission at its July 11, 2012 meeting, and that the Agency shall not use such funds to replace discretionary Local Funds previously expended by the Agency for local transportation purposes. The Agency hereby acknowledges that the failure of the Agency to continue such local expenditure shall result in a reduction or loss of Measure "A" funds. Additionally, the Agency commits to expending Measure A Local Streets and Roads funds for projects listed in the Five Year Capital Improvement Plan as approved by Riverside County Transportation Commission.

Dated: _____, 2014

Homer Croy, Interim City Manager

Attest:

Secretary

CITY COUNCIL AGENDA

DATE: April 22, 2014

TO: City Council

FROM: Duane Burk, Director of Public Works

SUBJECT: Resolution No. 2014-26, "Rejecting the Proposal from Land Engineering Consultants for Survey and Civil Engineering Services for the Design of Improvements at Ramsey Street and Hargrave Street"

RECOMMENDATION: The City Council adopt Resolution No. 2014-26, "Rejecting the Proposal from Land Engineering Consultants for Survey and Civil Engineering Services for the Design of Improvements at Ramsey Street and Hargrave Street."

JUSTIFICATION: The City's purchasing policy requires projects that exceed \$25,000.00 to be awarded by City Council using a formal bidding procedure.

BACKGROUND: Up to 2010, the City of Banning procured its contracts under a centralized purchasing process. At the time, the City's Purchasing Officer was responsible for reviewing the procurement of all contracts for concurrence with the City's purchasing policies. The City then eliminated the Purchasing Officer position from the Fiscal Year 2010/2011 budget and consequently the purchasing process was decentralized. Since that time public works' staff has periodically used an informal bidding process to procure contracts for various services.

Given the discussions at the City Council meeting on March 25, 2014 regarding the procurement process currently used, staff recommends rejecting the proposal from Land Engineering Consultants. Since the professional services agreement will exceed \$25,000.00, it is required by the City's purchasing policy that a formal bidding process is followed.

Upon approval of this resolution, department staff will begin the formal bidding process which includes publishing a Notice Inviting Request for Proposals which: describes the services to be rendered and states the date, time and place for receipt of proposal. It is required that the Notice Inviting Request for Proposals be advertised in a newspaper of general circulation.

Once the proposals are received staff will evaluate the proposals based on the vendor's understanding of the work required by the city, demonstrated competence and professional qualifications necessary for performance of the work. Staff will then return to City Council with a recommendation to award a professional services agreement to the highest ranked vendor.

The original staff report presented on March 25, 2014, attached as Exhibit "A", mentioned that proposals were informally solicited, which was inadvertently stated. Statement of Qualifications ("SOQ") were initially requested and not proposals. The SOQs were used to evaluate the consultant to determine which would best serve the interests of the City. Land Engineering Consultants was selected and a proposal was requested from them for the survey and engineering services.

Attached with this report are the Statement of Qualifications received from three consultants: Land Engineering Consultants, Inc. (Exhibit "B"), Cozad & Fox, Inc. (Exhibit "C"), and Albert A. Webb Associates, (Exhibit "D").

Additionally, at the March 25, 2014 City Council meeting, Council requested that staff provide a copy of the previous contract with Land Engineering Consultants, Inc. Said contract is attached as Exhibit "E".

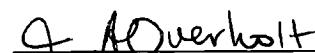
FISCAL DATA: Approval of this resolution does not have a fiscal impact on the City.

RECOMMENDED BY:



Duane Burk,
Director of Public Works

REVIEWED BY:



June Overholt,
Administrative Services Director/
Deputy City Manager

APPROVED BY:



Homer Croy
Interim City Manager

Attachments:

Exhibit "A": Resolution No. 2014-16 as presented on March 25, 2014 to City Council.

Exhibit "B": SOQ from Land Engineering Consultants

Exhibit "C": SOQ from Cozad & Fox, Inc.

Exhibit "D": SOQ from Albert A. Webb Associates

Exhibit "E": \$25,000 Contract with Land Engineering Consultants

RESOLUTION NO. 2014-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, REJECTING THE PROPOSAL FROM LAND ENGINEERING CONSULTANTS FOR SURVEY AND CIVIL ENGINEERING SERVICES FOR THE DESIGN OF IMPROVEMENTS AT RAMSEY STREET AND HARGRAVE STREET

WHEREAS, staff informally solicited Statement of Qualifications for survey and civil engineering services for the design of improvements at Ramsey Street and Hargrave Street; and

WHEREAS, the selected consultant, Land Engineering Consultants, submitted a proposal for the services in an amount of \$53,783.00; and

WHEREAS, the City's purchasing policy requires that a formal bidding process be followed for projects exceeding \$25,000.00; and

WHEREAS, department staff will begin the formal bidding process upon approval of Resolution 2014-26 which includes publishing a Notice Inviting Request for Proposals; and

WHEREAS, once the proposals are received staff will evaluate the proposals based on the vendor's understanding of the work required by the City, demonstrated competence and professional qualifications necessary for performance of the work at which time staff will return to City Council with a recommendation to award a professional services agreement to the highest ranked vendor;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. The City Council adopts Resolution No. 2014-26, "Rejecting the Proposal from Land Engineering Consultants for Survey and Civil Engineering Services for the Design of Improvements at Ramsey Street and Hargrave Street."

PASSED, ADOPTED AND APPROVED this 22nd day of April, 2014.

Deborah Franklin,
Mayor

ATTEST:

Marie A. Calderon,
City Clerk of the City of Banning

**APPROVED AS TO FORM
AND LEGAL CONTENT:**

David J. Aleshire, City Attorney
Aleshire & Wynder, LLP

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2014-26 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 22nd day of April, 2014 by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Marie A. Calderon, City Clerk
City of Banning
Banning, California

EXHIBIT “A”

**Resolution 2014-16, “Awarding a Professional Services Agreement
to Land Engineering Consultants, Inc. for Survey and Civil
Engineering Services for Ramsey Street and Hargrave Street
Improvements” as presented on March 25, 2014.**

CITY COUNCIL AGENDA

DATE: **March 25, 2014**

TO: **City Council**

FROM: **Duane Burk, Director of Public Works**

SUBJECT: **Resolution No. 2014-16, “Awarding a Professional Services Agreement to Land Engineering Consultants, Inc. for Survey and Civil Engineering Services for Ramsey Street and Hargrave Street Improvements.”**

RECOMMENDATION: Adopt Resolution No. 2014-16:

- I. Awarding a Professional Services Agreement to Land Engineering Consultants, Inc. for the Survey and Civil Engineering Services for Ramsey Street and Hargrave Street for an amount not to exceed \$53,783.00.
- II. Authorize the Administrative Services Director to make the necessary budget adjustments and appropriations, if necessary, to Account No. 855-9500-490.93-30.
- III. Authorize the City Manager to execute the Professional Services Agreement with Land Engineering Consultants, Inc. of Calimesa, California.

JUSTIFICATION: The award of this agreement is necessary for the proposed street, storm drain, and water infrastructure improvements at Ramsey and Hargrave Streets.

BACKGROUND: Request for Proposals (RFP's) were solicited from several engineering consulting firms and three proposals were received by the Public Works Department. The proposals were evaluated for completeness, the proposed project team, project management, understanding, project approach, responsiveness, experience with the scope of work and proposed cost, by the guidelines set forth in the City's municipal code 3.24-.090. Proposals received for the project were ranked as follows:

Rank **Name of Consultant**

1. Land Engineering Consultants, Inc., Calimesa, CA
2. Cozad & Fox Inc., Hemet, CA
3. Albert A. Webb Associates, Riverside, CA

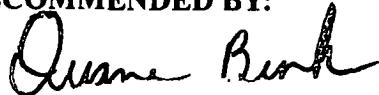
Upon review of the proposals, it was determined that Land Engineering Consultants, Inc. is the most qualified firm for the project, as per the guidelines set forth in the RFP's. Rate sheets for each consultant are attached hereto as Exhibit "A."

The services to be provided by the consultant include pothole survey for the water and storm drain design, drainage improvement plans, signing and striping, traffic signal relocation/upgrade plans, water distribution improvement plans, hydrology and hydraulics analysis, storm water pollution prevention plan, meetings and coordination.

STRATEGIC PLAN: Goal 5: Quality of Life Strategic Priority Action Step A-5 Priority 1 – Continue to build attractive and walkable Downtown. Recognized Obligation Payment Schedule (ROPS).

FISCAL DATA: The proposed Professional Services Agreement for Survey and Civil Engineering Services is for an amount “Not to Exceed” \$53,783.00. The Ramsey Street Improvements Account No. 855-9500-490.93-30 has a current balance of \$225,000.00, therefore, an appropriation is not needed.

RECOMMENDED BY:



Duane Burk
Director of Public Works

APPROVED BY:



June Overholt
Interim City Manager

Exhibit "A"

Consultant Rate Sheets

LAND ENGINEERING CONSULTANTS

SCHEDULE OF HOURLY RATE

	RATE
A. Professional Engineer	\$138.00 hr.
B. Senior Project Manager	\$128.00 hr.
C. Professional Surveyor	\$18.00 hr.
D. Project Engineer	\$108.00 hr.
E. Senior Cadd Designer	\$ 94.00 hr.
F. Project Coordinator	\$58.00 hr.
G. Clerical Assistant	\$42.00 hr.
H. 2 – Man Survey Crew	\$165.00 hr.
I. 3 – Man Survey Crew	\$195.00 hr.
J. Sub-Consultants	Actual Cost
K. Reimbursable Expenses	Actual Cost

COZAD & FOX, INC.

SCHEDULE OF HOURLY RATE

	RATE
A. Principal Civil Engineer	\$175.00/hour
B. Principal Land Surveyor	\$175.00/hour
C. Structural Engineer	\$175.00/hour
D. Senior Project Engineer	\$145.00/hour
E. Project Engineer	\$125.00/hour
F. Assistant Project Engineer	\$115.00/hour
G. Administrative/Project Coordination	\$ 80.00/hour
H. Typing, printing	\$ 40.00/hour
I. Survey – Office Analysis	\$145.00/hour
J. One – Man Survey Crew	\$190.00/hour
K. Two – Man Survey Crew	\$250.00/hour
L. Extra Survey Crew Support (traffic Control, etc.)	Est. by Project

ALBERT A. WEBB ASSOCIATES

SCHEDULE OF HOURLY RATE

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal Engineer	\$198/hr.
Project Manager	\$190/hr.
Project Engineer	\$173/hr.
Senior Designer	\$149/hr.
2-Person Survey Crew	\$212/hr.
Administrative Assistant	\$ 72/hr.
Mileage	\$0.77/ mile

Reproduction and Printing = Actual cost plus 10%.

1394

RESOLUTION NO. 2014-16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING,
CALIFORNIA, AWARDING A PROFESSIONAL SERVICES AGREEMENT TO LAND
ENGINEERING CONSULTANTS, INC. FOR SURVEY AND CIVIL ENGINEERING
SERVICES FOR RAMSEY STREET AND HARGRAVE STREET IMPROVEMENTS**

WHEREAS, Request for Proposals (RFPs) were solicited from several engineering consulting firms, three proposals were received by the Public Works Department; and

WHEREAS, the proposals were evaluated by an Evaluation/Selection Committee for completeness, the proposed project team, project management, understanding, project approach, responsiveness to the RFPs, experience with the scope of work and proposed cost; and

WHEREAS, upon review of the proposals, it was determined that Land Engineering Consultants, Inc. of Calimesa, California is the most qualified firm for the project, as per the guidelines set forth in the Request for Proposals; and

WHEREAS, the services to be provided by the consultant include pothole survey for the water and storm drain design, drainage improvement plans, signing and striping, traffic signal relocation/upgrade plans, water distribution improvement plans, hydrology and hydraulics analysis, storm water pollution prevention plan, meetings and coordination.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. City Council adopts Resolution No. 2014-16 awarding a Professional Services Agreement to Land Engineering Consultants, Inc. for the Survey and Civil Engineering Services for Ramsey Street and Hargrave Street for an amount not to exceed \$53,783.00.

SECTION 2. Authorize the Administrative Services Director to make the necessary budget adjustments and appropriations, if necessary, to Account No. 855-9500-490.93-30.

SECTION 3. The City Manager is authorized to execute the Professional Services Agreement with Land Engineering Consultants, Inc. of Calimesa, California. This authorization will be rescinded if the contract agreement is not executed by both parties within sixty (60) days of the date of this resolution.

PASSED, ADOPTED AND APPROVED this 25th day of March, 2014.

Deborah Franklin,
Mayor

ATTEST:

Marie A. Calderon,
City Clerk of the City of Banning

**APPROVED AS TO FORM
AND LEGAL CONTENT:**

David J. Aleshire, City Attorney
Aleshire & Wynder, LLP

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2014-16 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 25th day of March, 2014 by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Marie A. Calderon, City Clerk
City of Banning
Banning, California

EXHIBIT "B"

Statement of Qualifications: Land Engineering Consultants

LAND ENGINEERING CONSULTANTS, INC.

STATEMENT OF QUALIFICATIONS

**P.O. BOX 541
CALIMESA, CALIFORNIA
92399**

**PH: (909) 795-8882
FAX: (909) 795-8818**

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INTRODUCTION

Land Engineering Consultants, Inc. is a Professional Consulting firm in the practices of Civil Engineering, Surveying, Contract Administration and Construction Management services. The company was established in October 2007 after the principals were partners in an engineering firm located in Highland, California.

Our company's size allows us to maintain close management control on all our projects and insure that our client's objectives are met in a timely, cost effective manner, and within budget requirements.

We have an established network of sub-consultants on which we rely to insure that projects are completed in a timely manner. This network also includes professionals that provide many of the peripheral services required for development projects including structural engineering, architectural services, soils engineering, geology, biological reports and environmental studies.

Land Engineering Consultants, Inc. has extensive construction management experience which enables us to propose practical, creative solutions to our client's needs. We have the field experience necessary to know not only the most suitable technical solution to the issues at hand, but also the budgetary and construction feasibility aspects involved.

Land Engineering Consultants, Inc. is committed to providing our clients with innovative and cost effective solutions and services. We strive to maintain a high level of client satisfaction with responsiveness, communication and quality services.

ENGINEERING SERVICES

Land Engineering Consultants, Inc. provides a complete range of engineering services including the following:

- Preparation of entitlement packages to procure public and private development projects including right-of-way acquisition, major public works infrastructure rehabilitation, including street, storm drain, wet & dry utility improvements, and general applications for land development including the design of regional and local infrastructure streets and interior site development packages for commercial, industrial, institutional and private developments.
- Preparation and processing of improvement plans for public and private development projects.
- Preparation and processing through LAFCO, and local jurisdictions for general plan amendments, change of zone and land use applications.
- Engineering and design of site improvements including grading, parking area design, street improvements, sewer, water, storm drain systems and utilities.
- Preparation of drainage studies, hydrological analysis, and design of drainage and flood control facilities.
- Preparation of easement, right-of-way documents and mapping for property acquisition, final tract maps and parcel maps for subdivisions.
- Preparation of structural engineering details and calculations for wall footings and small timber/steel bridges.

SURVEYING SERVICES

Land Engineering Consultants, Inc. performs surveying services as needed to provide property information and data to facilitate the design of engineering projects. We also provide construction surveying for projects designed by the firm, as well as other public & private development projects professionally completed to the standards expected by this firm. These functions include the following:

- Boundary and property surveys.
- Record of surveys.
- Topographic mapping.
- Photogrammetric aerial surveys.
- Construction control surveys.
- Construction staking.
- Preparation of legal descriptions and exhibit maps.
- Lot Line Adjustments.

CONTRACT ADMINISTRATION & CONSTRUCTION MANAGEMENT

Land Engineering Consultants, Inc. has experience in the administration and construction management of public and private development contracts. Recent efforts have included the survey, design, administering of contract specifications, bid support services, and onsite construction support for East Valley Water District's 2 mile long 30 inch water line project within major infrastructure streets located in Highland, California. Other current projects involve bid support services for a 2.5 million gallon reservoir for South Mesa Water Company located in Calimesa, California.

The services that we are able to offer include the following:

- Preparation of conceptual cost estimates for budgetary purposes including costs for fees, agency deposits and potential reimbursement.
- Preparation of detailed cost estimates based on completed engineering and utility system designs.
- Preparation of technical specifications and bid schedules.
- Coordination of project bidding, pre-bid conferences, and recommendations for contract award.
- Supervise construction activities including expediting agency permits, monitoring of construction progress, and resolution of field problems.
- Coordinate with public utility companies for the preparation of plans and contracts and obtaining utility installation schedules.
- Processing of specialty permits from Caltrans, Army Corp of Engineers, State Department of Fish and Wildlife, State Water Quality Control Board, and Air Quality Management District.

REFERENCES

The following individuals and jurisdictional agencies have a close working knowledge of the capabilities of Land Engineering Consultants, Inc.

Public:

Mr. Kahono Oei, P.E.
City Engineer, City of Banning
99 E. Ramsey
Banning, Ca. 92220
(951) 922-3105

Mr. David Armstrong, G.M.
South Mesa Water Company
391 W. Avenue L
Calimesa, Ca. 92320
(951) 805-0861

Mr. Eliséo Ochoa, P.E.
Engineering Manager
East Valley Water District
31111 Greenspot Road
Highland, Ca. 92346
(909) 889-9501

Mr. Bill Hemsley, P.E.
City Engineer, City of Yucaipa
34272 Yucaipa, Ca.
Yucaipa, Ca. 92399
(909) 797-2489

Mr. Bob Cullen, P.E.
Chief of Design & Construction
Riverside County Flood Control District
1995 Market Street
Riverside, Ca. 92501
(951) 955-1200

Mr. Mike Thornton, P.E.
City Engineer, Calimesa
901 Park Ave.
Calimesa, Ca. 92320
(909) 795-9801

Private:

Mr. Matt Franklin
Franklin Family Partnership
559 S. Palm Canyon, Suite B-212
Palm Springs, Ca. 92264
(760) 320-2171

Mr. Marwan Alabbasi, P.E.
Alabbasi Const/Development
16810 Van Buren, Suite 200
Riverside, Ca. 92504
(951) 776.9300

Mr. Sam Baldi, President
Baldi Bros. Inc.
201 S. California St., Suite A
Beaumont, Ca. 92223
(951) 845-9621

Mr. Jay McCormack, C.E.O.
Rio Ranch Markets, Inc.
11647 Cherry Ave.
Fontana, Ca. 92335
(909) 356-2710

Mr. Chuck Braswell
Braswell Development
14655 S. Highland Home Rd.
Banning, Ca. 92220
(951) 805-7651

Mr. Kenneth Kim, P.M.
The Norris Group
1845 Chicago Ave. Suite C
Riverside, Ca. 92507
(951) 780-5856

RESUME OF PERSONNEL

Land Engineering Consultants, Inc. is comprised of two (2) principal owner's with diverse engineering backgrounds who cumulatively have over 60 years of engineering, surveying, contract and construction management experience. We utilize this experience to assure that the services we provide are cost effective, innovative, and meet our client's objectives.

STEVEN H. RITCHEY, PRINCIPAL - PRESIDENT

Mr. Ritchey is a registered civil engineer and land surveyor in the state of California. He completed his engineering studies at California State Polytechnic University in 1988 and has 26 years of broad-based civil engineering experience.

Mr. Ritchey has been involved with public and private land development projects from site plan and tentative map preparation through to final engineering of the project. Mr. Ritchey also has extensive experience with public work rehabilitation projects including street widening, hydrology, hydraulics and flood control design, utility coordination and property procurement.

Mr. Ritchey is well versed in the computer application of civil engineering solutions and coordinates geometry for surveying. He directly oversees all survey operations for the company for both public and private development projects.

DANIEL J. HASKINS, PRINCIPAL – VICE PRESIDENT

Mr. Haskins began his engineering career in early 1975 at the age of 15 years old when he was afforded an opportunity to work for the highly respected engineering firm of Hicks & Hartwick, Inc. (H&H) in Redlands, California. Mr. Haskins life goal was to design and build meaningful projects that would provide safety and a better way of life for us, and the principals at H&H afforded him this opportunity.

After completing 9 successful years with H & H, Mr. Haskins continued building upon his experience after accepting a position with an engineering and construction management firm in Highland, California who had secured a large contract with Mobil Oil Corporation to build the East Highland Ranch Master Planned Community. Over the next 7 years Mr. Haskins gained additional professional experience providing problem resolution of engineering and construction challenges and gained experience in construction management and contract administration while developing the ranch.

In 1996 when the local economy was deteriorating and base closures were underway, Mr. Haskins accepted an offer with AEI-CASC Engineering to oversee the infrastructure and in-tract design of the 1002 acre Chapman Heights Master Planned Community project located in Yucaipa, California. After a short period, the principals moved Mr. Haskins into the project manager position for the Chapman Heights project overseeing design and survey teams while managing the client's affairs. This duty afforded Mr. Haskins the opportunity to gain extensive client management, contract administration and construction related problem solving experience.

Today after working together for 20 years with Mr. Ritchey, Mr. Haskins is in direct charge of business development, client management, contract administration, while continuing to provide hands on design of project and coordination with our sub-consultants.

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CAROL L. HASKINS, OFFICE MANAGER, PROJECT COORDINATOR

Ms. Haskins has over 20 years of high level experience in customer service, project scheduling, and office operation duties. She is an expert in secretarial and administrative management, and has a proven record at our firm as well as her previous position of administrative assistant to the chief financial officer of Loma Linda University Medical Center. Her experience and professionalism are essential to the success of Land Engineering Consultants and she continues to find new ways to better serve our customers and plays a vital role in growing and maintaining our clientele.

CONSULTING STAFF

Mr. Jeffrey Van Dam, P.E. – Structural Engineer

Mr. Wade Shuey, Designer

Mr. Chris McNeil, Designer

Mr. Roy Morales, Electrical Engineer

Mr. Ilie Pais, P.E. - Mechanical and Plumbing

EXHIBIT "C"

Statement of Qualifications: Cozad & Fox, Inc.

Presented to



Statement of Qualifications

Professional Engineering and Surveying Services

March 2014





EXECUTIVE SUMMARY

Cozad & Fox, Inc. has been providing civil engineering and surveying services to municipal agencies since 1977. Our team of engineers and surveyors includes one structural engineering license, three civil engineering licenses, and three land surveying licenses. Over the years, **Cozad & Fox, Inc.** has provided civil engineering design and surveying services for over 30 miles of water pipelines and sewer mains for surrounding water agencies. During that time, **Cozad & Fox, Inc. has taken the lead on over 90 projects, providing surveying and design for water and sewer pipelines and assisting agencies on lift stations, pumping plants, water storage tanks, street improvements, park sites and other facilities.** Services have included planning, surveying and design of pipelines; coordinating environmental review and environmental permit processing; coordinating geotechnical engineering, cathodic protection and corrosion control; performed right-of-way services, including boundary and right-of-way analysis and preparation of legals and plat maps; assisted in design of various phases of three large-volume water storage tanks; and provided civil engineering, surveying, and structural engineering services to modify, improve, or repair other facilities. We have also provided design and construction administration for the seismic rehabilitation, strengthening, painting, coating, and cathodic protection for numerous water tanks.

Recently, **Cozad & Fox, Inc.** has reorganized its priorities to provide primarily municipal engineering services and to refocus our engineering staff with the design team of Brian Fox, RCE, LS, Kevin Cozad, RCE, and Robert Ollerton, LS, to be the dedicated team members for all City of Banning projects. We believe our firm can provide the best services to the City of Banning because:

- We maintain a manageable staff providing consulting services to only a small number of municipal clients. As a result, **you will get the dedication of our best team** with one of our principals as the project manager, and licensed land surveyors and registered civil engineers directly designing and surveying your projects.
- **Our goal is to respond quickly to your needs with the quality, completeness, and constructibility you expect.**
- With our offices in Hemet and Indio, **we are centrally located to serve the City.** This gives our engineers and surveyors the ability to be at the City's office within minutes and to any job site within the City quickly.

In addition to the City of Banning, **Cozad & Fox, Inc.** also has **annual agreements or are "qualified consultants"** to provide on-call engineering and surveying services to:

- **The Eastern Municipal Water District**
- **The County of Riverside Transportation Department**
- **The Riverside County Economic Development Agency**
- **The Riverside County Regional Park & Open-Space District**
- **The City of Temecula**



Other water districts have included:

- **Metropolitan Water District of Southern California**
- **Rancho California Water District**
- **Lake Hemet Municipal Water District**
- **Elsinore Valley Municipal Water District**
- **City of Hemet Water Department**

Cozad & Fox, Inc. is also currently providing engineering design and surveying services to the cities of Highland, Indio, Perris, and Murrieta. During the past 32 years, we've also provided services to Caltrans and many other cities in the County.



STREET IMPROVEMENTS & PIPELINES

PROJECT APPROACH

Today, the City expects its consultants to proactively survey, design and manage all aspects of street improvement & pipeline projects from initial planning, directing sub-consultants, surveying, design, guaranteeing quality control, and providing project coordination and management. As part of the process, the two areas that are perhaps the biggest concern to the City are avoiding other underground utilities and avoiding costly construction change orders. Because of this, Cozad & Fox, Inc. has redoubled our efforts to:

- **Provide municipal engineering and surveying services to only a select few municipal clients.** We are not land development engineers, and we will give 100% focus on City projects during both slow times and times of rapid urban development.
- **We will commit to assign the same team to each and every project.** Team members will include Bob Pisa LSIT, in charge of project design; Robert Ollerton, LS, in charge of project surveying; and Brian Fox, RCE, LS, project manager in overall charge and responsible for constructability review and quality control.
- **We intend to have separate engineers double check utility records** and the project engineer walk the alignment to verify that all field indications of utilities have been located and plotted correctly.
- **Brian Fox, RCE, LS, will provide final constructability review**, double check quantities, overall design, and call outs. Constructability review is intended to review all segments of the design, including connections, construction sequence, and work area for constructability in order to provide the contractor with a workable set of construction drawings.
- **The project engineer will be assigned to the survey crew with Robert Ollerton, LS,** during the topographic survey to personally collect the field topographic data necessary for the design.
- **Our survey team will then return to the field during construction staking to double check design, design calculations, and cut sheets and to provide a last check for quality control during stake out.**



FIELD SURVEY SERVICES

PROJECT APPROACH

Cozad & Fox, Inc. has provided control, topographic surveying, mapping and construction surveying for design and construction of over 30 miles of water, sewer, and reclaimed water pipelines. Our surveying services have been used on over 90 projects. Many of these projects our engineers have designed. However, we've also assisted with the up-front topographic, control, right-of-way, or aerial topographic surveying for facilities and pipeline alignments, as well as, construction surveying for facilities designed by others. We believe our survey crew and office surveying support staff can provide better service to the City because:

- We use the latest GPS, robotic total stations, and advanced data collection systems that interface with our office computers to provide seamless topographic mapping and construction stakeout. Because of the use of robotic total stations and because we have positioned a GPS receiver on top of our office building, on certain projects we can field a one-man survey crew, which saves the City time and money.
- We will commit to assign the same survey team to each and every project. The team members will include Travis Havens, Survey Party Chief. In this way, the survey crew is staffed by two trained and well-educated party chiefs. The senior party chief and manager of all surveying is Robert Ollerton, LS, who has over 22 years of experience in the surveying industry. The principal in charge of your projects will be Brian Fox, RCE, LS, who will be in overall charge and Bob Pisa LSIT, will provide office survey support, if there are engineering or design changes that need to be made.
- Our survey crew will double check all survey calculations, field check the marking of staking laths, and double check cut sheets prior to sending the data to the City and the Contractor.
- Because we are able to field as many as three survey crews, we can and often provide same-day or next-day service, particularly during construction surveying. This helps keep the contractor on schedule and on budget.
- We emphasize job site safety and have trained our staff to abide by traffic safety and OSHA regulations.



RECENT PROJECT EXPERIENCE

Recent pipeline design and surveying projects have included:

- **Heacock-Mariposa Trunk Sewer Project** – Evaluation, surveying and design of flood protection measures for **two miles** of the Heacock-Mariposa Trunk Sewer. **Cozad & Fox, Inc. recommended and designed a method of protecting in-place the sewer in lieu of replacement.**
- **Sunnymead Boulevard Pipeline Replacement Project** – Two miles of water pipeline in urbanized and congested Sunnymead Boulevard.
- **The 2003 Leaky Pipe Replacement Project** in Pebble Beach Drive, Sun City Boulevard, and Norma Drive.
- **Old Elsinore Road Pipeline Replacement**, consisting of six miles of new water pipeline.
- **Assessment District No. 19 Water Distribution System**, consisting of six miles of water pipeline.
- **French Valley Gravity Interceptor Sewer Main**, consisting of two miles of deep-cut gravity sewer main in the rapidly developing area of French Valley.
- **Assessment District No. 20 Water and Sewer Main Project**, consisting of two miles of water pipeline and two miles of sewer main.
- **The Highway 74 and Creag Avenue Pipeline Intertie Project**, consisting of one and a half miles of water main in Homeland to tie existing facilities to the Creag Tank.
- **Citrus Avenue Water Main Intertie Project** connecting one mile of water main in the Perris Valley to the second Citrus Tank.
- **The Bradley Road Water Pipeline Replacement Project**, consisting of one mile of new water pipeline in urbanized Sun City.
- **The Sky Canyon Reclaimed Water Pipeline Project**, consisting of one mile of new reclaimed water pipeline.
- **Natural and Methane "as-built" gas pipeline drawings** for the four regional water reclamation facilities.
- **Manzanita 4 M.G. Steel Water Storage Tank**, consisting of design of the tank, foundation, control valves, telemetry, painting, coating and grading along with construction surveying.
- **Rehabilitation of Four City of Hemet Steel Water Storage Tanks**, including evaluation, design, surveying and construction administration to seismically strengthen, re-paint and re-coat four 0.5 M.G. Tanks.



TEAM EXPERIENCE

Robert Ollerton, LS, as project surveyor, and Brian Fox, RCE, LS, as project manager are responsible for design, quality assurance and constructibility review. Their resumes are on pages 20 through 25 for the City's review. Brian has over 22 years of "hands-on" experience with water and sewer pipeline system design and field surveying, including over 20 miles of pipeline design and surveying for the Eastern Municipal Water District. Brian also has design and surveying experience with the Metropolitan Water District of Southern California and the Yorba Linda Water District. Bob Pisa LSIT, has over 34 years of civil engineering design experience, including several miles of pipeline projects for the Eastern Municipal Water District. Robert Ollerton has over 22 years of surveying and design experience with **Cozad & Fox, Inc.**, much of it, surveying and assisting in the design of miles of water pipeline and sewer main.

The team we will be providing you has miles of street and pipeline design and surveying experience. We know and have worked with water and sewer design standards and design engineers. We understand what the City expects. Over time we have learned what works best and what doesn't, and we've learned from our mistakes. We believe we can use our design experience and our history working with the water and sewer agencies to build on good design, quality control, and a constructible set of working drawings.

PROJECT MANAGEMENT AND CONTROLLING THE BUDGET

Upon award of contract, an initial meeting is held between the project manager and City staff in order to confirm scope of services and project schedule and to identify any special requests or additional services. An in-house "project kick-off" meeting between the project manager and the project surveying staff is held to review the scope of services and task outline. Routine and unique tasks are identified during that meeting, **the man-hour budget is discussed and goals are set to meet specific milestones**. Duties and responsibilities of all staff members are discussed and confirmed and the project schedule is reviewed. A bar chart is developed to further assist staff in meeting task deadlines.

The project manager will review the project and budget during our in-house weekly meetings and at the 30%, 60%, 90%, and 100% completion points. Depending on the size and duration of the project, progress data may also be submitted to the City at 30%, 60%, 90% and 100% completion points. The project manager will update the City either by telephone or email on a weekly basis. All telephone correspondence with the City will be noted in the project file.

Cozad & Fox, Inc. strives to maintain close communication between our project manager and our clients during the course of each project in order to keep the project on task and on schedule.



PROJECT SCHEDULING

Cozad & Fox, Inc. maintains a manageable staff of engineers who are also surveyors. This provides us with flexibility to assign any of our staff members to the survey tasks. Because we will focus on providing consulting services to only a small number of municipal clients we will maintain a manageable work backlog so that we can quickly respond to client requests.

INSURANCE COVERAGE

Cozad & Fox, Inc. currently possesses Professional Liability insurance coverage in the minimum amount of \$1,000,000.00. **Cozad & Fox, Inc.** also possesses \$2,000,000 general liability insurance, \$1,000,000 automobile insurance and \$1,000,000 of workers compensation insurance. Evidence of insurance is on file at the City.



REFERENCES

1. EASTERN MUNICIPAL WATER DISTRICT

Mr. Charlie Bachman, P.E., **Assistant General Manager, Engineering**

Joe Mouawad, **District Engineer**

Jalal Ahmadpour, **Senior Civil Engineer**

(951) 928-3777

On-Call Engineer and Surveying Services Annual Contracts. Multiple projects, annual agreements for civil engineering, surveying, and environmental design services for major water & reclaimed water transmission pipelines and major gravity sewers.

2. RANCHO CALIFORNIA WATER DISTRICT

Mr. Corey Wallace, P.E., **Engineering Manager**

(951) 296-6900

Mr. Andrew Webster, **Planning and Capital Projects Manager**

(951) 296-6900

Civil Engineering and Surveying Services. Surveyed, designed, and construction staked water pipeline extensions in the Santa Rosa area of Rancho California Water District. Planned, surveyed, designed, and construction surveyed water pipeline projects for Corey Wallace while he was at EMWD.

3. LAKE HEMET MUNICIPAL WATER DISTRICT

Mr. Tom Wagoner, **General Manager**

(951) 658-3241

Mr. Mike Gow, **Assistant General Manager**

(951) 658-3241

Civil Engineering and Surveying Services. Provided surveying, design, and construction surveying services for replacement of waterlines as part of Lake Hemet Municipal Water District's Leaky Pipe Replacement Project. Provided design and surveying services for construction of raw water irrigation projects and tank inspections.

4. CITY OF HEMET

Mr. Victor Monz, **Public Works Engineer**

(951) 765-3870

Structural Engineering, Civil Engineering, and Surveying Services to rehabilitate four City of Hemet steel water storage tanks, including design and construction administration of seismic retrofit, painting, coating, cathodic protection, and new valve controls, as well as, design of a mile of 24" supply main to the Diamond Valley Tanks. Engineering and surveying design services for the replacement of approximately 10 water pipelines in the City of Hemet.

6. COUNTY OF RIVERSIDE

Mr. Juan Perez, P.E., T.E., **Director of Transportation**

(951) 955-6740



Mr. Lawrence Tai, P.E., **Engineering Division Manager – Traffic Engineering**
(951) 955-6816
Mr. Ken Teich, L.S., **County Surveyor**
(951) 955-6700
Mr. Ed Hunt, **Supervising Land Surveyor**
(951) 955-6700
On-Call Engineering Services. 5-year contract for highway and roadway design and surveying services.

7. THE ECONOMIC DEVELOPMENT AGENCY

Mr. Charles Waltman, **Deputy Director**
(951) 955-4897
Mr. Richard Medina, **Project Manager – 2nd Division**
(951) 955-9627
Civil Engineering and Construction Surveying Services. Design of Street Improvement Plans, construction surveying, and construction management for the Limonite Street Improvement Project.
Ms. Gloria Perez, **Regional Manager**
(951) 955-9056
Rubidoux Library Project
Civil Engineering Services. Design of on and off-site improvement for the Rubidoux Library.
Mr. Bob Lucas, **Senior Project Manager**
Rubidoux Library Project
(951) 955-9732
Civil Engineering Services. Design of on and off-site improvement for the Rubidoux Library.

8. CITY OF TEMECULA

Mr. Amer Attar, P.E., **Senior Engineer**
Capital Projects
(951) 694-6411 x149
On-Call Surveying Services Annual Contract.

10. CITY OF INDO

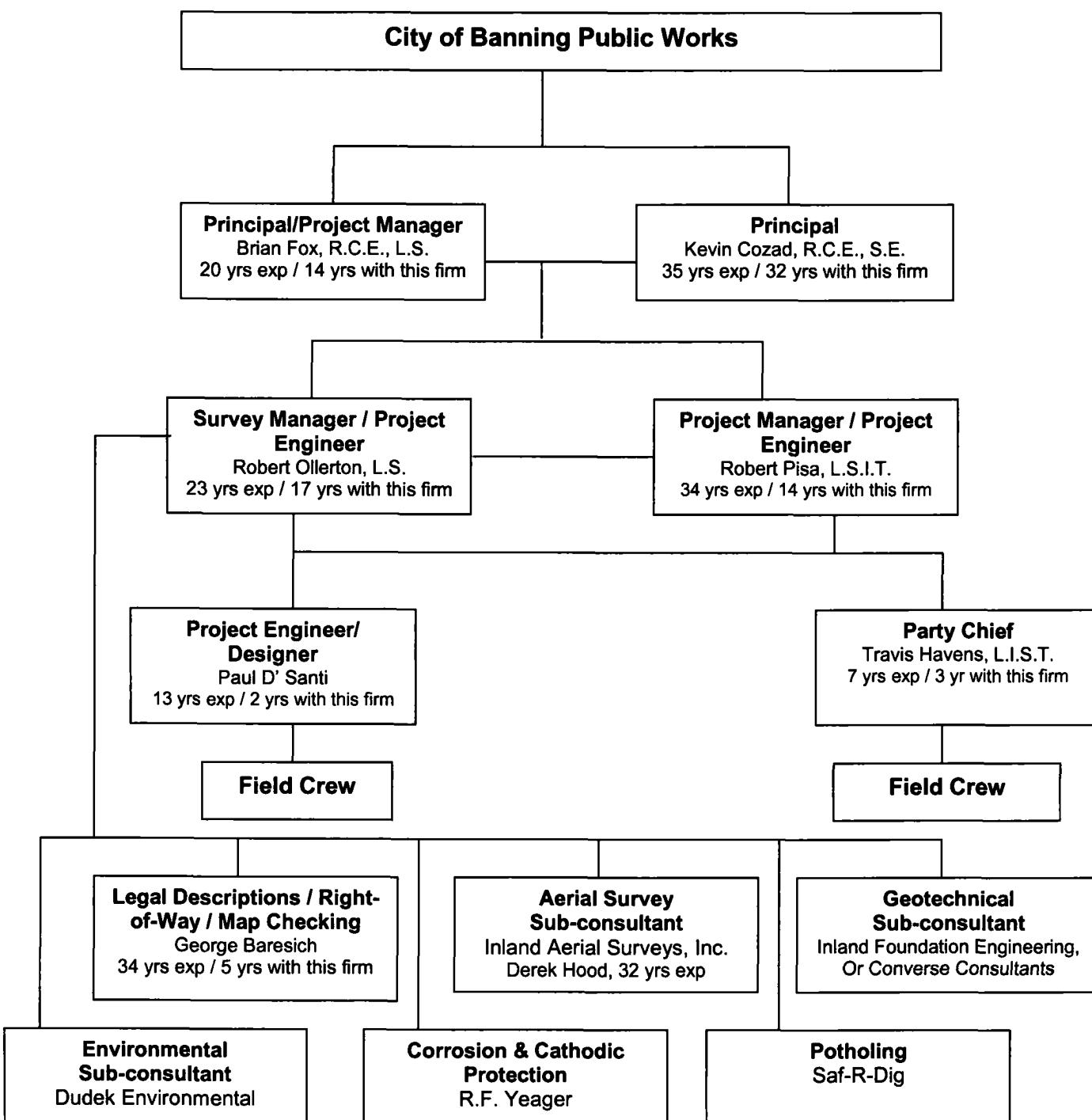
Mr. Tom Rafferty, P.E., **Principal Civil Engineer**
(760) 391-4017
Topographic and Construction Surveying Services. Multiple Street Improvement Projects.

11. CITY OF HIGHLAND

Mr. Joe Hughes, **City Manager**
(909) 864-6861
Civil Engineering and Surveying Services. Highland Police Station.



PROJECT ORGANIZATION CHART



Total combined Experience: 173 yrs exp / 96 yrs with this firm



SAMPLE SCOPE OF SERVICES

1. **FACILITY PLANNING** – Perform hydraulic calculations based upon hydraulic demands to size and locate facilities to meet the anticipated service demands and the City's master plan. Prepare hydraulic calculations, including transient evaluation signed and stamped by the engineer. Based upon the hydraulic calculations, size the facilities and provide preliminary alignments and possible alternatives to the alignments.
2. **TOPOGRAPHIC AND FIELD SURVEYING** – Perform a field control and topographic survey to establish pipeline alignment. The field control will be based upon centerline or property line information. Place aerial targets for the aerial photogrammetric survey by Inland Aerial Surveys. Establish elevation and horizontal control for aerial targets and control points every 300' along the alignment. Perform a field topographic survey of the project alignment, including locating surface indications of subsurface utilities and overhead wires. Culverts, storm drains, and sewers will be measured and flow line established. Highway culverts will be investigated for physical condition and alignment irregularities that may affect design. Underground Service Alert will be contacted to paint underground utility locations that will then be field measured by the survey crew.
3. **AERIAL TOPOGRAPHIC MAPPING** – Inland Aerial Surveys, Inc. will fly and photograph the alignment and prepare an AutoCAD or MicroStation-based CAD drawing of the topography at 1' contour intervals and 40-scale. For tank sites and other specialized topographic mapping, the topographic data can be plotted at 0.5' contour intervals and 20-scale. The CAD drawing, aerial photos, and contact prints will be provided to the consultant and City.
4. **DATA REDUCTION, RESEARCH, AND DEVELOP BASE SHEETS FOR DESIGN** – Reduce the field topographic survey data and add the information to the available aerial topographic map. Perform utility research, including contacting, acquiring, and verifying all underground and overhead utilities. Our licensed land surveyor will evaluate existing and proposed rights-of-way, survey control, easements, fencing, driveways, and other features affecting right-of-way, easements, or access and plot the information on the base map. Topographic mapping, plotting of utilities, and other base map features will comply with City mapping standards. Utility plotting will include owner, type, size, material, location, future facilities, and other information required by design.
5. **SITE REVIEW** – After the topographic survey, base map, and utilities are plotted, the project engineer will return to the field to walk the alignment to verify the topographic mapping, surface features that may affect design, and to verify the location of existing and proposed facilities. If Underground Service Alert is used to mark the location of utilities on the ground, that information will be surveyed in the field and added to the design drawing.



6. **ENVIRONMENTAL REVIEW AND REGULATORY PERMIT PROCESSING – Cozad & Fox, Inc.** has performed environmental review and has prepared Draft Mitigation Negative Declarations for previous City projects, both in-house and by using subconsultants. **Cozad & Fox, Inc.** intends to use Dudek Environmental or other recommended environmental consultants to prepare the environmental documentation and provide the lead in processing applications for regulatory permits. The environmental subconsultant will provide biological, archaeological, historical, or other special studies necessary for the permit process. All permit processing will be coordinated with **Cozad & Fox, Inc.** and City staff.
7. **GEOTECHNICAL INVESTIGATION** – Working in conjunction with Inland Foundation Engineering, perform geotechnical or geologic investigations to determine soil properties along the pipeline alignment, including depth of bedrock, ripability, bedding, compaction, and other design data. Inland Foundation Engineering has over 30 years of experience providing these services to City.
8. **CORROSION PROTECTION** – Working in conjunction with R.F. Yeager Erosion Engineers, provide recommendations for corrosion and cathodic protection of pipelines, tanks, and other City facilities.
9. **CONSTRUCTION DRAWINGS** – Prepare plan and profile construction drawings of the pipeline alignment, including detailing the horizontal and vertical location; providing cross-sections; limits of right-of-way; water, sewer, and reclaimed water separation requirements; utility relocation details; limits of pavement; existing and proposed surface improvements; traffic lane striping; travel lane limits; existing and proposed utilities; existing and proposed easements; service connections; connections to existing facilities; special construction detailing; bore pit locations; casing design and thickness; pipe material; linings; coatings; special joint design; limits and types of thrust restraint; bedding and compaction requirements; size, type, and location of appurtenances, including blow offs, air valves, isolation valves, fire hydrants, water meters, detector checks, pressure regulators; and other special features.
10. **PLAN-SPECIFIC POTHOLING** – Recommend to and coordinate the execution of potholing for the City, obtain the services of SAF-r-DIG, Inc. or other consultant to provide pothole services, and assign **Cozad & Fox, Inc.** survey crew to the field to measure depth and location of the potholed utility, size and type of the pipe, and add the information to the construction drawing.
11. **PROJECT-SPECIFIC DETAILS AND SPECIFICATIONS** – Special details of points of connection, including dimensional information, material, corrosion, and other requirements will be shown on the approved plans and/or added to the special specifications. Prepare the project-specific special specifications for construction.
12. **ABANDONMENT OF FACILITIES** – The construction drawings or special exhibits and the specifications will also include detailed information on limits of abandonment and removal of existing pipeline and other facilities. Sequence of shutdown, phasing, and abandonment will be included in the plans or specifications.



13. **FINAL PLAN SUBMITTAL** – Provide copies of the construction drawings, specifications, and cost estimate to the City for plan review. The final design will include plan and profile sheets, general note sheets, title sheets, detail sheets, index sheets, and specifications for City review, comment, and approval.
14. **PROJECT MANAGEMENT** – During the course of surveying and design, **Cozad & Fox, Inc.** will also provide project management and coordination with the City staff that will include updates to the scope, status, schedule, and cost; **perform an independent, in-house quality assurance/quality control review, including review of the plans and specifications for accuracy and constructibility** by Brian Fox, RCE, LS. Underground utilities will be double checked, and the method, type of construction, and clearances will be reviewed for constructibility. Project management services will also include reviewing, approving, and submitting monthly invoices to the City; preparation of presentations for City staff, the public, and other stakeholders; preparation for and attending project coordination meetings with the City and other permitting agencies; keeping notes, and coordinating and distributing information; preparation of cost estimates and project schedules; and preparation and distribution of the agenda before meetings and minutes after meetings.



PREVIOUS PROJECTS

PROJECT	TYPE OF SERVICE	PROVIDED FOR
Old Elsinore Waterline Replacement	Civil Engineering Design & Surveying for Two Miles of Waterline	EMWD
Nuevo Pipeline Replacement	Civil Engineering Design & Surveying for Waterline bored under I-215	EMWD
Sun City Reclaimed Water Bypass Pipeline	Civil Engineering Design & Surveying of Bypass Pipeline	EMWD
French Valley Sewer	Civil Engineering Design & Surveying of Two Miles of Gravity Sewer Main	EMWD
Elsworth Waterline Extension	Civil Engineering Design & Surveying for Waterline Extension	EMWD
2003 Leaky Pipeline Replacement Project	Civil Engineering Design & Surveying for Four Miles of Waterline Replacement	EMWD
Murrieta Area Sewer Improvements	Civil Engineering Design & Surveying for One Mile of Gravity Sewer Main Replacement	EMWD
Assessment District No. 20	Civil Engineering Design & Surveying for Two Miles of Gravity Sewer & Two Miles of Water Pipeline	EMWD
Oleander Interchange I-215 Line Relocation	Civil Engineering Design & Surveying for Relocation of Waterline at Oleander Interchange	EMWD
Assessment District No. 19	Civil Engineering Design and Surveying of Six Miles of Waterline	EMWD
Creag Ave. Homeland/Vista Tank & Pipeline	Civil Engineering Design & Surveying of 1.5 Miles of Waterline	EMWD
Murrieta Creek Sewer Crossing	Civil Engineering Design & Surveying of Sewer Main	EMWD
Sky Canyon Tertiary Force Main Project	Civil Engineering Design & Surveying for One Mile of Tertiary Sewer Force Main	EMWD
Oleander Avenue Sewer	Civil Engineering Design & Surveying of One Mile of Gravity Sewer Main	EMWD
Good Hope Water Pipeline Replacement	Civil Engineering Design & Surveying for Water Pipeline	EMWD
Manzanita II Tank	Civil Engineering Design & Surveying of Water Tank	EMWD



Riverside County Municipal Court Waterline Expansion	Civil Engineering Design & Surveying of Water Pipeline	EMWD
Winchester Park Site Reclaimed Water Pipeline	Civil Engineering Design & Surveying for ¼ Mile of Water Pipeline	EMWD
San Jacinto Middle School Water Improvements	Civil Engineering Design & Surveying of Water Pipeline	EMWD
Bradley Road Pipeline	Civil Engineering Design & Surveying for One Mile of Water Pipeline	EMWD
Citrus II Tank Pipeline	Civil Engineering Design & Surveying of One Mile of Water Transmission Main	EMWD
Winchester Water Pipeline Relocation	Civil Engineering Design & Surveying of Water Pipeline	EMWD
Non-Reclaimable Waste Line Use Ordinance	Environmental Services for Non-Reclaimable Waste Line	EMWD
Searl Tank Pressure Zone Improvements	Aerial topographic, Environmental Review , Topographic & Boundary Survey	EMWD
Soboba Tank II & Pipeline Replacement	Environmental Assessment	EMWD
Treatment Plants	Civil Engineering Design & Surveying of 1100' of Waterline	EMWD
Vista/Homeland Water Pipeline & 4.6 M.G Tank	Civil Engineering Design & Surveying	EMWD
Heacock-Mariposa Trunk Sewer	Structural Modifications of Sewer & Flood Control Facilities. Civil Engineering Design & Surveying	EMWD
Menifee Desalter	Alternate Pipeline Alignment Study & Report	EMWD
Leon Road Reclaimed Water Tank	Aerial Topographic & Boundary Survey, Record of Survey, Legal Plats & Description	EMWD
Winchester-Sun City Reclaimed Water Pipeline	Alternate Pipeline Route Study & Report	EMWD
Grant Avenue Pumping Plant	Structural Engineering	EMWD



Tres Cerritos Tank No. 1	Evaluation	EMWD
Rancho California WRP, Chlorination Building	Structural Calculations for the Extension of Four Monorail Crane Beams	EMWD
Rancho Club Drive Effluent Booster Station	Structural Engineering	EMWD
Empire Creek	Structural Engineering Calcs & Drawings for Erosion Control	EMWD
Auld Road Pumping Plant Chlorinator Building	Structural Engineering Analysis	EMWD
Washington Street Reservoir	Structural design of Reinforced Concrete Storage Reservoir	EMWD
North San Jacinto Sewer	Construction Staking & Survey Monitoring of 2.75 Miles Sewer Main	EMWD
Winchester Pond	Construction Staking, Control Survey During Construction	EMWD
Sun City Regional Water Reclamation Facility – Pond A	Construction Staking, Control Survey During Construction	EMWD
Palm & Menlo Pumping Plant	Structural Analysis & Design of Modification to Pumping Plant	EMWD
Warwick Waterline	Coordination for Reconstruction of Broken Water Main	EMWD
Sanderson Lift Station	Civil & Structural Design for Septic Disposal at Treatment Plant	EMWD
Leon Road Pipeline	Construction Staking, Control Survey During Construction	EMWD
McLaughlin Road Well	Survey Monitoring Program	EMWD
Searl II Booster Plant	Construction Staking	EMWD
State Street Waterline	Construction Staking	EMWD
Sun City Regional Water Reclamation Plant	Survey & Construction Staking	EMWD
Dawson Road Pipeline Cathodic Protection Project	Construction Surveying of Two Miles of Waterline for Cathodic Protection	EMWD



San Jacinto Pilot Facility	Construction Staking	EMWD
Blow-off Pipeline at Wasson Canyon	Construction Staking	EMWD
Menifee Desalter Wells	Monitoring Survey	EMWD
Fencing at Habitat Site	Survey & Construction Staking	EMWD
Mission II Tank	Construction Surveying	EMWD
Golden Triangle 45" Water Pipeline	Survey & Construction Staking	EMWD
San Jacinto Reservoir	Construction Surveying	EMWD
Proposed Hydropneumatic Tank – Gunter Road	Boundary Survey & Construction Staking	EMWD
Lift Station Abandonment Program	Surveying, Construction Staking & Monitoring	EMWD
Reach 4 Phase 2A Temporary 24" Discharge Pipeline	Construction Staking	EMWD
Menlo Lift Station Fence	Survey & Construction Stake	EMWD
Ellis Avenue Water Pipeline	Construction Surveying	EMWD
Juniper Flats Road Water Pipeline Realignment	Construction Surveying	EMWD
Grand Avenue - Ninth Avenue	Topographic Surveying & Control Surveying	EMWD
Moreno Valley Ranch Dry Sewer	Topographic & Construction Surveying	EMWD
Sanderson Avenue Water Pipeline Relocations	Construction staking	EMWD
Western Village Drive - Quandt Well System Tie-in	Control Surveying	EMWD
Moreno Valley Ranch Dry Sewer	Topographic Surveying	EMWD



San Jacinto Reservoir	Boundary Survey, Record of Survey	EMWD
Moreno One Pump Plant	Site Design of Sand Storage Facilities	EMWD
Quandt Well	Block Building - Structural Analysis	EMWD
Roan Ranch Road Pipeline	Construction Survey	EMWD
Cactus Pumping Station	Structural Design	EMWD
Pierson Road Pipeline	Construction Survey	EMWD
Painting, Coating and Seismic Rehabilitation of Four 0.5 M.G. Water Storage Tanks	Preliminary evaluation, topographic surveying, civil engineering design, construction surveying and construction administration.	City of Hemet
Nine Replacement Water Pipelines	Topographic surveying, civil engineering design and construction surveying for the replacement of nine city water pipelines	City of Hemet
Devonshire Avenue Sewer Replacement	Topographic surveying, civil engineering design and construction surveying for one mile of sewer replacement	City of Hemet
Gunnerson Pond and Loopline Replacement Project	Topographic surveying, civil engineering design and construction surveying for the replacement of two miles of water pipeline	Elsinore Valley Municipal Water District
Little Lake Dam and Reservoir Rehabilitation	Topographic surveying, civil engineering design and construction surveying for reinforcing the earthen dam and reservoir	Lake Hemet Municipal Water District
Leaky Pipe Replacement Project	Topographic surveying, civil engineering design and construction surveying for three replacement water pipelines	Lake Hemet Municipal Water District
Well Water Irrigation Pipeline	Topographic surveying, civil engineering design and construction surveying for one mile of well water pipeline	Lake Hemet Municipal Water District
Grand Avenue Connector Pipeline	Topographic surveying, civil engineering design and construction surveying	Rancho California Water District
De Luz Waterline Extension	Topographic surveying, civil engineering design and construction surveying	Rancho California Water District
Hidden Meadows Waterline Extension	Topographic surveying, civil engineering design and construction surveying	Rancho California Water District
Five Pipeline Extensions in Temecula / Murrieta	Topographic surveying, civil engineering design and construction surveying	Rancho California Water District



Statement of Qualifications
Engineering & Surveying Service
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Skeith Way and Corancho Road Extension	Topographic surveying, civil engineering design and construction surveying	Rancho California Water District
Avenida Florita Trunk Sewer Replacement	Topographic surveying, civil engineering design and construction surveying	Rancho California Water District
Rancho California Road 16" Transmission Pipeline	Construction surveying	Rancho California Water District



**KEVIN B. COZAD, M.S.C.E.
REGISTERED CIVIL ENGINEER NO. 26159
REGISTERED STRUCTURAL ENGINEER NO. 2418**

Kevin Cozad is a registered civil and structural engineer licensed in the State of California and a member of the Structural Engineers Association of Southern California. Mr. Cozad founded the firm of Cozad & Fox, Inc. in 1977. **Before founding Cozad & Fox, Inc., Mr. Cozad was a project engineer for the Eastern Municipal Water District in Hemet, specializing in planning and design of major water resource facilities including pipelines, pumping plants and treatment facilities.** Since 1977, Mr. Cozad has provided consulting engineering services to cities, counties, water districts and other municipalities throughout Southern California.

Mr. Cozad's educational background includes a master's degree in engineering from California State Polytechnic University, Pomona, **specializing in water resources engineering** and structural engineering, as well as extensive course work in general management and project management at Cal-Poly Pomona and the University of California, Riverside. Through his commitment to management principles, Mr. Cozad has developed an effective cost control system to monitor projects.

Mr. Cozad has implemented integrated, state-of-the-art computer engineering and surveying systems to produce an accurate and cost effective service for our clients. **Civil engineering services have included the development of master plans for new water and sewer systems; the integration of new facilities into existing service areas; planning and design of water and sewer facilities; assistance with annexations, assessment districts and rate studies; environmental impact analysis; and control, topographic and construction surveying.** Structural engineering services have been provided for new structures; design, review and modification/remodel of existing structures; rehabilitation design for existing structures to reduce the risk of life hazard due to seismic activity; and design and rehabilitation of existing water tanks and booster pumping plants.

Education

Masters of Engineering
California State Polytechnic
University, Pomona, 1976

Registrations

Registered Civil Engineer
No. 26159, California
Registered Structural Engineer
No. 2418, California
Registered Civil Engineer
No. 13869, Arizona
Registered Structural Engineer
No. 17796, Arizona
Registered Civil and Structural
Engineer No. 6096, Nevada

Affiliations

Structural Engineers Association of Southern
California



Statement of Qualifications
Engineering & Surveying Service
March 2014

BRIAN D. FOX, M.S.C.E.
PROFESSIONAL LAND SURVEYOR NO. 7171
REGISTERED CIVIL ENGINEER NO. 57264

Brian Fox joined the firm of Cozad & Fox, Inc. in September of 1990. Mr. Fox has also worked for **Metropolitan Water District** where he performed GPS surveys at the Eastside Reservoir Project and at Yorba Linda Water District. While with MWD, Mr. Fox also performed construction surveys for pipelines, treatment facilities and pumping plants. At **Yorba Linda Water District**, Mr. Fox was responsible for design of water pipelines and facilities.

Mr. Fox's educational background includes a Bachelor of Science degree in Civil Engineering with Survey Option from California State Polytechnic University, Pomona, where he graduated Cum-Laude. He has also received a Master of Engineering degree from California State Polytechnic University, Pomona. In addition, he has completed extensive civil engineering course work at California State University, Long Beach.

As Project Engineer and Project Manager, Mr. Fox has been the team leader for public sector civil engineering projects. Mr. Fox's experience includes GPS, topographic, and construction surveys; design of grading, drainage, and storm drain facilities; street and highway improvements; water and sewer improvements; storm channels; and hydrology and hydraulic studies. **Because of his construction and surveying experience, he has specialized expertise in constructibility review of street, water and sewer systems.**

Mr. Fox is a member of Chi-Epsilon, the Civil Engineering Honor Society; Tau Beta Pi; Phi Kappa Phi, the top 5 percent honor society; and Golden Key National Honor Society.

Education

Bachelor of Science - Civil
Engineering-Survey Option
California State Polytechnic
University, Pomona, 1995
Masters – Engineering
California State Polytechnic
University, Pomona, 2001

Registrations

Professional Land Surveyor No.
7171, California
Registered Civil Engineer
No. 57264, California

Affiliations

California Land Surveyors
Association
Chi Epsilon
Tau Beta Pi
Phi Kappa Phi
Golden Key National Honor Society

Publications

A.C.S.M. Mobile Device for the
Remote Mapping of Electric Fields



Statement of Qualifications
Engineering & Surveying Service
March 2014

ROBERT OLLERTON
PROFESSIONAL LAND SURVEYOR NO. 7731

Robert Ollerton joined the firm of Cozad & Fox, Inc. in January of 1986. He has over 22 years of experience in the civil engineering and land surveying industries. As Survey Division Manager his responsibilities include the supervisions of the map checking for municipal agencies, preparation and processing of records of surveys, ALTA surveys, and fieldwork performed by the firm's survey crews. He also has field experience working on boundary, construction, topographic and control surveys. His office experience includes preparing detailed survey and topographic maps, analyzing and reducing raw survey data for engineering surveys and mapping projects, performing research at various cities and counties for surveying projects, and preparing records of survey.

Mr. Ollerton has performed engineering design for public works projects including grading, sewer, and water and storm drainage. He has implemented and supervised the use of AutoCAD, and Microstation based civil engineering and land surveying software; produced maps, studies and reports using ArcView and Arc/GIS geographic information systems software; and is an expert in the use of GPS, robotic total stations, and electronic data collection.

Education

Surveying and civil engineering course work, University of California at Riverside and Mt. San Jacinto College.

Studies in geographic information systems (GIS) at University of California at Riverside.

Training

AutoCAD
MicroStation
ArcView
Arc/GIS
PMS+ Pavement Management Software

Registrations

Professional Land Surveyor No. 7731

Affiliations

California Land Surveyors Association



Statement of Qualifications
Engineering & Surveying Service
March 2014

ROBERT PISA
LAND SURVEYOR-IN-TRAINING NO. ZL004493

Robert Pisa joined the firm of Cozad & Fox, Inc. in 1995 after two years with J. N. Beeler and Associates of Riverside. His initial training in the engineering field began in 1980 while enlisted in the United States Air Force and included being selected to attend the military's Advanced Engineering Design School. After leaving the Air Force, Mr. Pisa worked on the Space Shuttle Program for Lockheed Space Operations Company at Vandenberg Air Force Base as a Designer for Facilities Support. In 1986, Mr. Pisa went to work for M. K. Welch Surveys of Santa Maria, California, developing his experience with state-of-the-art computerized surveying and engineering practices. Mr. Pisa relocated to the Inland Empire in 1991.

Mr. Pisa has served as Project Engineer for public sector civil engineering projects. His experience includes topographic surveys, construction surveys, grading and drainage plans, design of storm drainage facilities, street improvement plans, and water and sewer system design.

Education

A.S. - Animal Husbandry, State University of New York at Morrisville
A.A. - Liberal Studies
Allan Hancock College
Advanced Engineering Design School - U.S.A.F.
Bachelor of Arts - Liberal Studies
California State University, San Bernardino

Registrations

Land Surveyor-In-Training
No. ZL004493

GEORGE BARESICH
SENIOR SURVEY ANALYST

George Baresich joined the firm of Cozad & Fox, Inc. in April 2004 after working for the County of Riverside for 33 years as a Senior Engineering Technician. He has extensive experience in checking tract maps, parcel maps, records of survey, and corner records.

As a map checker, he has developed a strong knowledge of the Subdivision Map Act, the Land Surveyor's Act, and County development ordinances and standards. He also worked in the County Right-of-Way Department preparing legal descriptions for County projects and checking legal descriptions and plats for private projects.

His field experience with the County includes geodetic control networks, first order level surveys to establish benchmarks, local control surveys and construction staking for Flood Control projects.

Education

Orange County Community College
Middletown, New York



**TRAVIS HAVENS
LAND SURVEYOR-IN-TRAINING
PARTY CHIEF**

Travis Havens has over six years of field surveying experience and joined the team of Cozad & Fox, Inc. as party chief in May 2008. His experience includes office coordinate geometry calculations, topographic surveys, boundary surveys, construction surveys, placement of aerial targeting and control surveys for water, sewers, streets, storm drains, and other public improvements. Mr. Havens is knowledgeable both in the field application of the latest robotic total stations and GPS equipment as well as office survey analysis, coordinate geometry calculations and field data reduction.

Education
Bachelor of Arts
Lindenwood University
St Charles, MO 2001

Registrations
Land Surveyor-In-Training

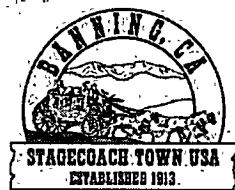
**DEREK HOOD – INLAND AERIAL SURVEYS, INC.
PROFESSIONAL LAND SURVEYOR NO. 6799**

Derek Hood is the President / Principal of Inland Aerial Surveys, Inc. Mr. Hood will be the Project Manager overseeing the flight, photogrammetric & digital imaging operations for this project. With his diverse background in land surveying and photogrammetry he has a unique insight for any project.

Mr. Hood began his surveying career in 1979. He has worked on projects for both the public and private sectors. In 2000, Mr. Hood became Principal and President of Inland Aerial Surveys, Inc. and during this time has been specializing in photogrammetry. Past duties have included, but not limited to, managing the surveying and mapping departments for large civil engineering firms in the Inland Empire. Surveying services performed range from performing boundary establishment, control networks – established from conventional and GPS surveying techniques, construction, topographic mapping prepared from aerial photogrammetry and conventional land surveying techniques. Mr. Hood has served as an instructor for the Southern California Surveyors Apprenticeship Committee Classes instructed were on the Party Chief level ranging from coordinate geometry, land surveying practices, aerial photogrammetry and conventional topography, boundary establishment and public lands. Mr. Hood also has experience as a mapping compiler utilizing Analog, Analytical and Soft-Copy photogrammetric mapping camera operator.

Education
California Community College
Teaching Credential #251137
For the subjects of Architectural, Engineering and Related Technologies.

Registrations
California Professional Land Surveyor No. 6799
Nevada Professional Land Surveyor No. 124



**Statement of Qualifications
Engineering & Surveying Service
March 2014**

EXHIBIT "D"

Statement of Qualifications: Albert A. Webb Associates

Albert A. WEBB Associates

Firm Statement of Qualifications



MARCH 2014

ALBERT A.

WEBB
ASSOCIATES

Strength through History & Innovation

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ALBERT A. WEBB ASSOCIATES

FIRM STATEMENT OF QUALIFICATIONS

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Corporate Headquarters
3788 McCray Street | Riverside, CA 92506
T: 951.686.1070 | F: 951.788.1256

Desert Region
36-951 Cook Street #103 | Palm Desert, CA 92211
T: 760.568.5005 | F: 760.568.3443

ALBERT A.
WEBB
ASSOCIATES

Section 1. Firm Profile

Albert A. WEBB Associates (WEBB) has consistently provided civil engineering and planning services to public and private sector clients throughout Southern California since 1945. We have the in-house expertise to address the needs of cities, water and special districts, counties, regional agencies, municipal finance agencies, residential developers, commercial/industrial developers, and our partner firms within the industry. WEBB offers a broad range of services to meet the objectives of our clients which includes project development, planning, design, entitlement, funding, permitting, construction management, inspection ongoing maintenance, and operation.

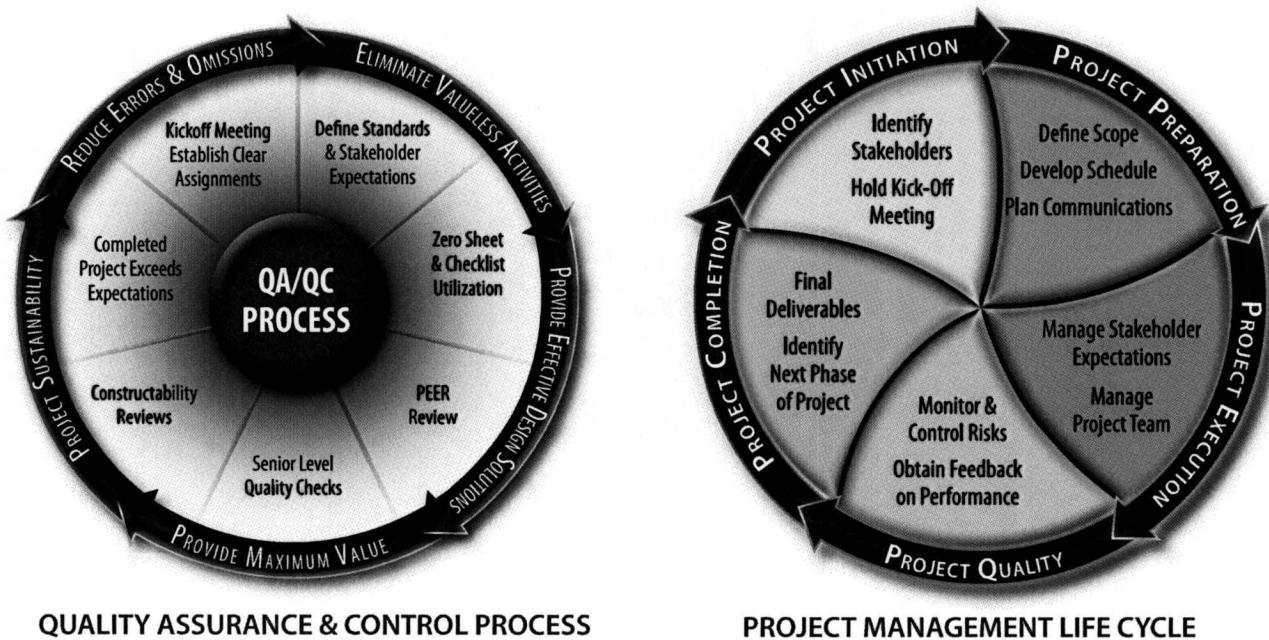
Proven Client Service

Our clients reap the benefits of our team's approach to client service. We encourage others to call upon our references to truly understand the commitment we all make to each of our clients and their projects. WEBB's reputation for superior quality work, integrity, and long-standing client relationships is a direct result of our industry proven capabilities and experience. We are proud of the name WEBB, as it has become synonymous with experience and customer service.

WEBB understands the expectations and assumed responsibility that our clients require of its consultants. We will provide complete and comprehensive service, while helping our clients to reach their goals for each project. Our goal is to ensure that our clients exceed the expectations of all constituents with a vested interest in each project. We understand that our work and actions impact the public's perception of our clients.

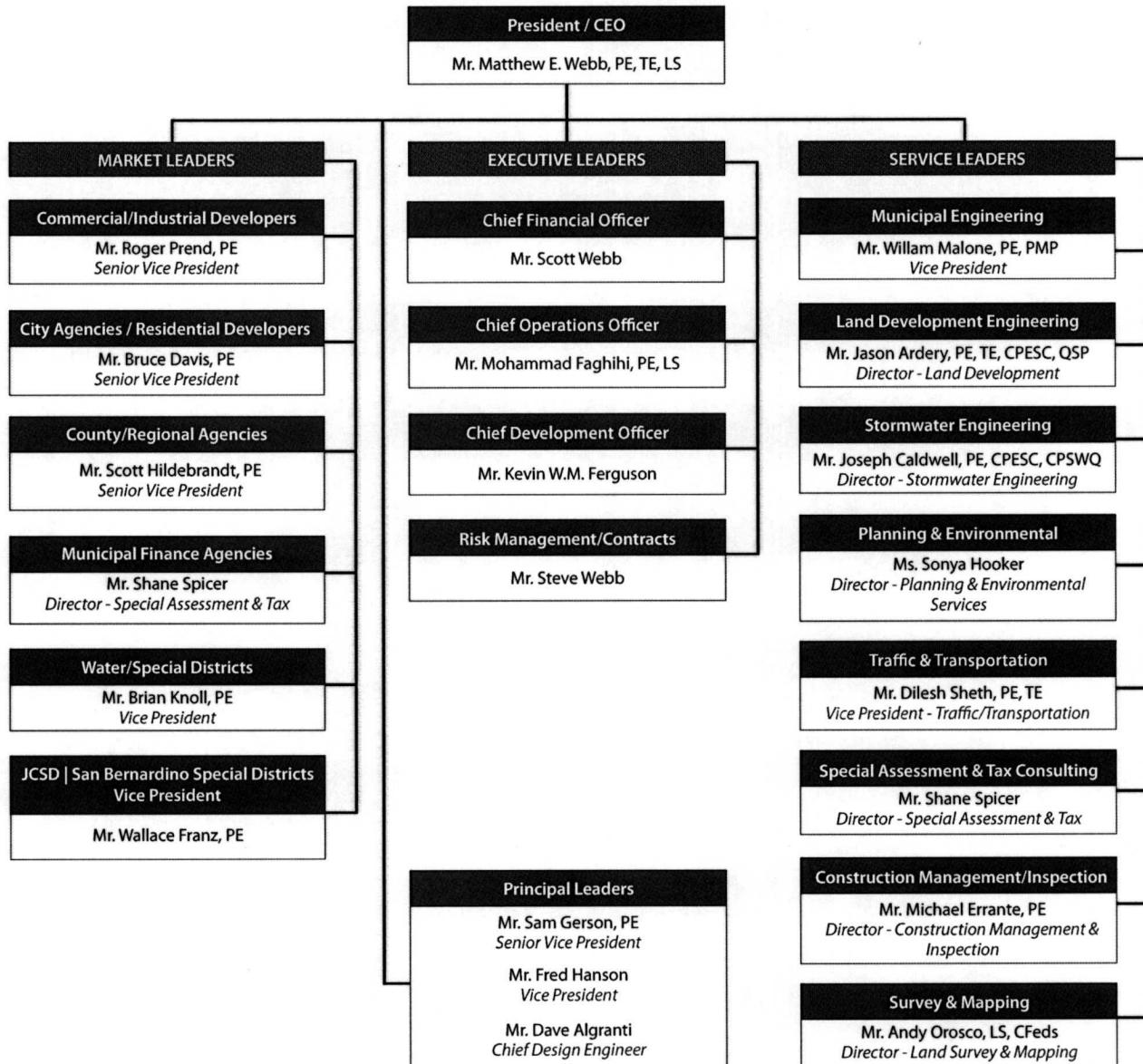
We have established an extensive in-house Quality Assurance/Quality Control program that all Project Managers must conform to for all of our projects. This program is overseen by our Chief Operations Officer, who continually monitors the compliance with our in-house QA/QC program. Our team utilizes WEBB's detailed approach to quality assurance and quality control. It demands that our Principal Leaders rigorously scrutinize every critical aspect of a project.

We conduct QA/QC reviews at key project milestones. Final approval at 100% is achieved only after the associate responsible for each portion of the project signs off on our internal QA/QC approved document, known as the "Zero Sheet", prior to submittal to the client.



■ Corporate Market and Service Leadership

The following organization chart provides an overview of the knowledgeable leaders that oversee our corporate operations, market sectors, and service departments.



Resumes of our key personnel are shown in appendix "A" of this document.

Section 2. Municipal Engineering



Contact

William T. Malone, PE, PMP
Director – Municipal Engineering
951.248.4233
bill.malone@webbassociates.com

INTRODUCTION

In today's world, we face multiple challenges in providing reliable water resources to our communities. Our responsibility as a conscientious firm is to balance increasing social demands with depleting water resources, environmental considerations, limited funding, and aging water systems.

With 68 years of experience, it's no surprise that WEBB has been instrumental in the planning, design, and implementation of many of the region's critical infrastructure systems. To better serve our clients, WEBB established multiple service departments to provide in-house master planning, and design services for pipelines, treatment plants, pump stations, potable and non-potable storage, and backbone facilities. We have often provided dedicated inspectors and resident engineers who have then gone on to provide operations and maintenance training as part of our construction support services.

WEBB goes one step further by offering waterwise landscaping design and auditing services that lend economical, yet aesthetically pleasing alternatives.

WATER

- Potable/Non-Potable
- Production Wells
- Pump Stations
- Water Treatment Plants
- Wellhead Treatment
- Distribution and Transmission Pipelines
- Storage Reservoirs
- Pressure/Flow Control Facilities

WASTEWATER FACILITIES

- Collection and Interceptor Systems
- Lift Stations/Pump Stations
- Wastewater Treatment Plants
- Recycled Water Conveyance Systems
- Recycled Water Pump Stations
- Biosolids Processing Facilities
- Construction Management

PLANNING and DESIGN

- Water, Wastewater, and Recycled Water Master Plans
- Water, Wastewater, and Hydrological Modeling
- Energy Management Systems
- Feasibility Studies
- Pre-Design Reports (PDR)
- Preparation of Design Plans and Specifications
- Project Budgeting
- Rate Studies and Revenue Programs
- Public Grant/Loan Funding
- Plan Checking
- Rehabilitation Studies and Recommendations for Improvements

KEY PERSONNEL QUALIFICATIONS TABLE

Name	License	Title	Discipline	Years Exp	Years w/Firm
Mr. William T. Malone, PE, PMP	PE 47569	Vice President Director – Municipal Engineering	Municipal Engineering	25	25
Mr. Brian Knoll, PE	PE 65690	Vice President Water/Special Districts Market Leader	Water Resources	11	11
Mr. Bradley Sackett, PE	PE 65862	Senior Engineer	Municipal Engineering	15	12
Mr. Shane Bloomfield, PE	PE 60156	Senior Engineer	Municipal Engineering	25	13

Resumes of our key personnel are shown in appendix "A" of this document.

BOOSTER STATION PROJECTS

Capacity (gpm)	Project	Client	Unique Features
1,000	Mead Valley Booster Station	EMWD	Demolition of existing site
6,000	Elsworth Temporary Booster Station	EMWD	Skid mounted package pumping facilities
1,000	Hidden Springs Booster Station	EMWD	Hydopneumatic facility converted to pump storage
4,500	Craig Avenue Booster Plant	EMWD	Hydopneumatic facility converted to pump storage
5,400	Mockingbird Booster Station	WMWD	Split suction header-pumps from two sources
4,800	Arlington Desalter Booster Station	WMWD	
56,000	Holcomb Booster Station	WMWD	Natural Gas and Electric Pump Units
8,400	Oleander Booster Station	WMWD	Natural Gas and Electric Pump Units
21,900	Bergamont Booster Station	WMWD	Combined Potable & Non-Potable Station
1,200	Rolling Meadows Booster Station	WMWD	Constant pressure converted to pump storage
1,200	Lakehills 1550'PZ Booster Station	WMWD	Constant pressure converted to pump storage
1,100	Lakehills 1860'PZ Booster Station	WMWD	
4,500	56th Street Booster Station	JCS	
750	Indian Hills Booster Station	JCS	
2,000	Clay Street Booster Station	JCS	
3,500	Silverwood High Service Booster Station	CLAWA	500 psi discharge pressure
3,700	Crestline Booster Station	CLAWA	350 psi discharge pressure
6,000	Calipatria Raw Water Booster Station	GSC	Low suction head

POTABLE WATER RESERVOIR PROJECTS

Material	Volume (MG)	Project	Client	Comments
Steel	6.0	Mira Loma	JCS	
Steel	7.0	Markham Tank	WMWD	
Steel	10.0	La Sierra Tank	WMWD	
Steel	5.0 x 2	Crestline Tanks	CLAWA	
Concrete	13.0	Sunnyslope Tank	JCS	Included concrete vs steel evaluation
Concrete/ Steel	15.0	Lindsay Tank	JCS	Included concrete vs steel evaluation
Concrete	0.5	Arlington Desalter Reservoir	WMWD	Concrete poured in place
Concrete	2.0 (Total)	La Laguna Tanks	EVMWD	Series of 4 reservoirs
Steel	1.0 x 4	Calipatria Tanks	GSC	

PIPELINE DESIGN PROJECTS					
L.F. of Water Main	Dia. (inches)	Client /Project	Client	Comments	
Raw Water/Recycled/Non-Potable					
47,500	24	City of Banning Irrigation Pipeline	COB		
9,000	16~24	Chino 1 Raw Water Pipeline	CDA	Prop 13 funded	
30,000	16~36	Chino 2 Raw Water Pipeline	CDA	Large diameter PVC pipe	
3,000	24	Chamber Recycled Pipeline	EMWD	EMWD Recycled Water	
34,000	24	Non-Potable Water Conveyance	WMWD	EJ Meyers Contractor / Prop 13	
20,000	24	Menifee Desalter Pipeline	EMWD		
50,000	10~24	Perris Desalter Pipeline	EMWD		
20,000	8	MARB Groundwater Recovery Pipeline	WMWD		
6,000	18	Menifee Lakes Recycled Water Pipeline	EMWD		
2,600	16	Lake March Bypass/Village West Pipe	WMWD	Recycled Water	
Potable Water Lines					
24,000	24~42	Milliken Ave. Water Transmission Mains	Ontario	Congested streets	
33,000	36	8th Street Water Transmission Main	Ontario	Congested residential streets	
8,000	24	Chino 1 – Chino 2 Inter-tie	JCSO	EJ Meyers contractor	
13,000	36~42	Etiwanda/Bellegrave Water Main	JCSO	Large diameter pipelines	
52,000	30	Arlington Desalter Pipeline	SAWPA	DIP pipe/recycled water added	
50,000	24 & 30	JCSO/Product Water Pipeline	SAWPA	EJ meyers contractor	
42,000	8~42	WMWD Master Facility	WMWD	Master planned facilities	
6,000	12~18	Assessment District No. 20	EMWD	Regional facilities	
18,000	12~18	Barton-Nandina Interagency Connection	EMWD	Including metering facility	
Studies and Evaluations					
		Perris Valley Transmission Alignment Study	EMWD	Review of area utility corridors	
		Sun City LS Bypass Plan	EMWD	LS hydraulics evaluation	
		La Sierra Pipeline Alignment Study	WMWD	38,000 lf of 30 to 42-in pipeline	
		Mills to Lurin Pipeline Alignment	WMWD	19,000 lf of 36-in pipeline	
		Riverside Corona Feeder	WMWD	34 miles of 30-in to 76-in pipeline	
Wastewater Pipelines					
15,000	21~30	Haun Road Sewer	EMWD	Flood control channel alignment	
80,000	21~42	Eastvale Interceptor Sewer	JCSO	Large diameter/deep cuts	
46,000	8~15	Areas B, C, E and L	MSWD	State/federal funding	
35,000	8~30	Assessment District No. 20 Sewer	EMWD		
32,000	8~27	Mission Ranch CFD No. 15 Sewer Main	WMWD		
13,000	6~8	Mission Ranch CFD No. 15 Force Main	WMWD	Long force main	
15,000	12	Cajalco Sewer Force Main	WMWD	Long force main	
4,100	18	Parsons Road Gravity Sewer	WMWD		
17,000	18	City of Holtville Outfall Sewer Pipe	COH	BECC Funded	
Brine Lines					
24,000	18~24	Non-Reclaimable Waste Line	GE	EJ Meyers Contractor	
35,000	24 & 30	Temescal Valley Regional Interceptor	SAWPA	PVC/HDPE Pipe / SRF	

Detailed project profiles are shown in appendix "B" of this document.

Section 3. Stormwater Engineering



Contact

Joseph Caldwell, PE, CPSEC, CPSWQ
Director – Stormwater Engineering
951.320.6029
joseph.caldwell@webbassociates.com

INTRODUCTION

Stormwater Engineering has become an increasingly important component in project development. Legislative bodies and regulatory agencies have implemented measures that now control virtually **every facet of storm water runoff management**.

Traditional drainage solutions are becoming far less feasible as state and federal regulations continue to require ever more environmentally friendly facilities. Today, a greater, more delicate balance is being demanded between what local agencies expect and what state and federal agencies mandate.

Regulations from state and federal resource agencies - along with the latest financing requirements - now make it vital to plan and construct drainage facilities on a regional and sub-regional basis.

The heightened level of regulation has dramatically increased the importance of experience and innovation, both of which WEBB provides.

WEBB's experience helps balance the expectations of local agencies and the requirements of State and Federal regulations to successfully manage the drainage aspects of development.

DRAINAGE INFRASTRUCTURE

- Regional & Sub-Regional Master Drainage Plans
- Area Drainage Plan Updates
- Stream Bank Revetment and Protection
- Landscaped Multi-Use Facilities
- Water Quality Management and Design

FLOODPLAIN MANAGEMENT

- Hydrologic Modeling
- Hydraulic Floodplain Analysis
- **Floodplain Modification Design**
- FEMA CLOMR Updates
- FEMA LOMR Updates

STORMWATER MANAGEMENT

- Water Quality Management Plan (WQMP)
- Stormwater Pollution Prevention Plan (SWPPP)
- Best Management Practice Design (BMP)

KEY PERSONNEL QUALIFICATIONS TABLE

Name	License	Title	Discipline	Years Exp	Years w/Firm
Mr. Scott Hildebrandt, PE	C-44762	Senior Vice President	Stormwater Engineering	29	25
Mr. Joseph Caldwell, PE, CPESC, CPSWQ	C-67239 ESC-5311 SWQ-544	Director – Stormwater Engineering	Drainage Design	10	10
Mr. Entcho Anguelov, PE, QSD, QSP	C-70806	Senior Engineer	Drainage Design	24	10
Mr. Eric Hays, PE	C-73614	Senior Engineer	Stormwater Engineering	12	1

Resumes of our key personnel are shown in appendix "A" of this document.

STORMWATER ENGINEERING PROJECTS

Project	Client
EIR for the Moreno MDP Revision	Riverside County Flood Control & Water Conservation District
Palm Springs Line 43 - Lateral 43-A	Riverside County Flood Control & Water Conservation District
San Jacinto North Levee Repair	Riverside County Flood Control & Water Conservation District
SARI Line Protection	City of Riverside - Public Utilities
Annual Administration	Riverside County Flood Control & Water Conservation District
Wildwood Basin	City of Yucaipa
On-Call Plan Check Services	Riverside County Flood Control & Water Conservation District
Alder & Casmalia Street & Storm Drain Improvements	County of San Bernardino - Solid Waste Management Division
San Jacinto Valley MDP	Riverside County Flood Control & Water Conservation District
College of the Desert Golf Academy Drainage Improvements	College of the Desert
Construction Management of MDP Lateral B-3 Stage 2 Storm Drain	First Industrial Reality - Trust, Inc.
Stratford Ranch - Drainage Studies	Sheffield Homes
Drainage Impact Analysis	Mason & Mason, Inc.

Detailed project profiles are shown in appendix "B" of this document.

Section 4. Land Development Engineering



Contact

Jason Ardery, PE, TE, CPESC, QSP
Director - Land Development
951.686.1070
jason.ardery@webbassociates.com

INTRODUCTION

WEBB has extensive experience in a broad range of both residential and commercial development projects. We have provided hundreds of clients with high quality service and expertise throughout southern California for all types of residential and commercial projects ranging from traditional family lots, condominiums, and apartments to shopping centers, business parks, office buildings, and industrial projects - including "big box" buildings. We have also been involved in the development of institutional projects, including schools and universities, as well as recreational, medical, municipal, and community facilities.

WEBB's highly experienced land planning and development staff works closely with clients at every stage of project development. The firm has a proven track record of meeting tight schedules for project entitlement, final engineering, permitting, and construction, all while remaining within originally estimated budgets.

WEBB offers full-service capabilities covering all stages of planning and development. Our clients benefit from the efficiencies and cost-effectiveness of these comprehensive capabilities. Clients receive integrated, timely advice regarding all aspects of their project, with direction and historical regional perspective provided by top professionals possessing first-hand, onsite knowledge of their particular project.

ENTITLEMENT PROCESSING

- Site Feasibility
- Conceptual Development Studies
- Land Use Entitlement
- Client Representation with Local Agencies and Elected Officials
- Assist with Economic Development Negotiations

PREPARATION OF ANALYSES

- Environmental Impact Reports (EIR)
- Specific Plan Preparation
- Traffic Impact Reports
- Noise Studies
- Air Quality Studies
- Health Risk Assessments
- Jurisdictional Delineations

APPROVAL PROCESSING

- Permit Processing Services
- Project Approval Process

IMPROVEMENT PLANS

- Grading Design
- Pavement Design
- Off-site Street Design
- Water and Wastewater Design
- Stormwater Engineering
- Water Quality Design
- Utility Design
- Rail Service Coordination

CONSTRUCTION PHASE

- Land Survey
- Construction Inspection
- Construction Management
- Contract Administration

KEY PERSONNEL QUALIFICATIONS TABLE

Name	License	Title	Discipline	Years Exp	Years w/Firm
Mr. Roger Prend, PE	PE 47736	Senior Vice President	Land Development	27	26
Mr. Mohammad Faghihi, PE, LS	C-39530 L-6607	Chief Operations Officer	Land Development	28	26
Mr. Bruce Davis, PE	C-47200	Senior Vice President	Public Works Infrastructure	26	26
Mr. Scott Hildebrandt, PE	C-4762	Vice President	Street & Storm Drain Improvements	29	25
Mr. Jason Ardery, PE, TE	C-71508 TR-2618	Director – Land Development Engineering	Land Development	11	9
Mr. Manny Gonzalez	C-65195	Senior Civil Designer	Land Development	18	1
Mr. Francisco Martinez	-	Project Manager	Land Development	22	2
Mr. Sam Farjo	-	Senior Engineer	Land Development	22	9
Ms. Sarah Kowalski	C-81093	Associate Engineer	Land Development	8	7

Resumes of our key personnel are shown in appendix "A" of this document.

COMMERCIAL/INDUSTRIAL PROJECTS

Project	Client	Location
WalMart Expansion EIR	Community Development Department	Riverside, CA
WalMart Distribution Center	Pacific Newport Properties	Menifee, CA
Heritage Square	Pearlman Corporation	Menifee, CA
Cloverdale Marketplace	Koenig Companies	Eastvale, CA
Motte Town Center	Mike Naggar and Associates	Perris, CA
Winchester Ranch Marketplace	The Frost Company	Riverside County, CA
Nexus Archibald Commercial Center	Nelson Development	Riverside County, CA
Eastvale Gateway South - Phase II	Lewis Retail Centers	Eastvale, CA
The Enclave Mixed-Use Development	Lewis Operating Corporation	Riverside County, CA
Eastvale Medical Office Building	Strategic Medical Properties	Eastvale, CA
Physician's Hospital	Physician's Hospital of Rancho California	Murrieta, CA
March LifeCare Specific Plan Amendment	March Healthcare Development	Moreno Valley, CA
Perris Valley Commerce Center	City of Perris	Perris, CA
Ben Clark Training Center	Riverside County Sheriff's Department	Riverside, CA

RESIDENTIAL PROJECTS

Project	Client	Location
Grandmarc Student Housing Complex	Grandmarc	Riverside, CA
The Villages of Lakeview Specific Plan and EIR	Lewis Operating Corporation	Lakeview, CA
The Resort Mixed-Use Community	Lewis Operating Corporation	Riverside County, CA
The Enclave Mixed-Use Development	Lewis Operating Corporation	Riverside County, CA
Homecoming Apartment Community	Lewis Operating Corporation	Riverside County, CA
Serafina Condominium Community	William Lyon Homes	Riverside County, CA

Detailed project profiles are shown in appendix "B" of this document.

Section 5. Construction Management & Inspection



Contact

Michael Errante, PE
Director – Construction Management & Inspection
951.320.6047
michael.errante@webbassociates.com

INTRODUCTION

WEBB's philosophy of principal involvement in construction management ensures that each project is managed by a highly experienced professional, who is then further supported by a dedicated team of **highly qualified staff**. Our team approach can identify and mitigate potential problems during and after construction.

WEBB's skilled field inspectors interface with the firm's professional office staff and the client's representatives, with all parties working collaboratively as a team to deliver high quality, cost effective project construction.

CONSTRUCTION MANAGEMENT & INSPECTION

- Construction Management
- Construction Contract Administration
- Design Constructability Review and Plan Checking
- Program Management
- Public Financing Reimbursement Documentation Preparation/Auditing
- Coordination with Government and Regulatory Agencies
- Construction Scheduling
- Construction Surveying
- Construction Inspection
- Resident Engineer Services
- Bid Document Review
- Value Engineering
- Cost Estimating
- Permitting Assistance
- Operation & Maintenance Support
- Closeout Services

FACILITIES CONSTRUCTION MANAGEMENT & INSPECTION

- State Highways, Roads, Traffic Signals & Bridges
- Storm Drains
- Flood Control Channels
- Detention/Retention Basins
- Sanitary Sewer Collection and Interceptor Pipelines
- Wastewater Treatment Plants and Lift Stations
- Water Distribution and Transmission Pipelines
- Reservoirs
- Wells
- Booster Stations
- Water Treatment Facilities
- Recycled/Reclaimed Water Systems
- Parks and Streetscapes
- Dry Utilities

KEY PERSONNEL QUALIFICATIONS TABLE

Name	License	Title	Discipline	Years Exp	Years w/Firm
Mr. Michael Errante, PE, QSD, QSP	PE 48241	Director – Construction Management & Inspection	Construction Management	25	1
Mr. Phillip Lemoine, CET		Construction Manager/ Inspector	Construction Inspection	28	25

Resumes of our key personnel are shown in appendix "A" of this document.

CONSTRUCTION MANAGEMENT & INSPECTION PROJECTS

Project	Client	Location
CFD No. 2 for Village of Heritage	City of Fontana	Fontana, CA
Southridge Fillage Phase III	City of Fontana	Fontana, CA
Hunter Ridge Phase I	City of Fontana	Fontana, CA
Interstate 15 Bridge Widening	City of Temecula	Temecula, CA
Collier Avenue Improvements	City of Lake Elsinore	Lake Elsinore, CA
CFD 88-4	Riverside County Transportation Department	Riverside County, CA
AD 159	Riverside County Transportation Department	Riverside County, CA
AD 161	Riverside County Transportation Department	Riverside County, CA
Limonite Avenue Beautification	Riverside County EDA	Riverside County, CA
Fourth Street and Haven Avenue Improvement Project	City of Ontario RDA	Ontario, CA
Bellegrave Avenue Street Improvements	Riverside County EDA	Riverside County, CA
Varner/Monterey Street Improvements	Riverside County EDA	Riverside County, CA
Limonite Avenue and Hamner Avenue Improvements	Riverside County EDA	Riverside County, CA

Detailed project profiles are shown in appendix "B" of this document.

Section 6. Traffic & Transportation



Contact

Dilesh Sheth, PE, TE

Vice President

Traffic & Transportation Engineering

951.248.4237

dilesh.sheth@webbassociates.com

INTRODUCTION

WEBB develops reliable transportation solutions to ease traffic concerns on our roads, bridges, grade separations, and interchanges from planning and environmental phases through design and construction.

For traffic projects, we begin by conducting a field review of traffic signal, interconnect, signing and stripings and traffic control plans to check the accuracy of the project plans. We then incorporate the client's requirements into our internal plan checklist. WEBB reviews current guidelines and makes recommendations to the client engineering staff regarding policy implementation for traffic measures and devices to improve access and mobility in, and around specific sites. Observation of traffic congestion, overflow parking and speeding on residential streets is noted for future use in the final presentation of recommendations to the client staff.

We observe the patterns of vehicular and pedestrian traffic along walking routes, at adjacent intersections and within driveways and parking lots in and around existing project sites. Our staff examines the existing and proposed transportation planning and engineering concepts, policies and procedures used for selecting new sites, and makes the necessary recommendations to ensure optimum safety and good traffic flow. We also offer signal troubleshooting services and provide assistance in preparation of public notices and staff reports, coordination with the stakeholders, and presentations to the public as necessary.

TRAFFIC ENGINEERING

- Traffic Signals
- Traffic Signal Coordination
- Signal Warrant Analysis
- Signing and Striping Plans
- Intelligent Transportaiton Systems (ITS)
- Traffic Control Plans
- Highway Lighting

TRANSPORTATION PLANNING

- Traffic Impact Analysis
- Congestion Management
- Circulation Plans
- Corridor Studies
- Transportation Modeling
- Site Access and Circulation Analysis
- Traffic Calming Studies
- Infrastructure Planning
- Mixed-use and Shared Parking Analysis
- Parking Facility Design
- Road and Bridge Benefit Districts
- Pedestrian/Bikeway Planning

HIGHWAY DESIGN

- Street and Highway Design
- Freeway Interchange Design
- Project Study Reports
- Project Reports
- Intersection Geometrics
- Drainage Design
- Construction Management

KEY PERSONNEL QUALIFICATIONS TABLE

Name	License	Title	Discipline	Years Exp	Years w/Firm
Mr. Dilesh Sheth, PE, TE	PE 65078 TE 2112	Vice President – Traffic & Transportation	Traffic & Transportation Engineering	18	12
Ms. Lin McCaffrey, PE	PE 49405	Senior Engineer	Traffic & Transportation Engineering	25	11
Mr. Myung Choo, TE	TE 2451	Senior Engineer	Traffic & Transportation Engineering	10	8
Mr. Nick Keller	-	Senior Designer	Design Engineering	35	16
Ms. Grace Cheng	EIT	Assistant Engineer	Traffic & Transportation Engineering	3	1
Mr. Nicholas Lowe	EIT/MSCE	Assistant Engineer	Traffic & Transportation Engineering	2	1

Resumes of our key personnel are shown in appendix "A" of this document.

TRAFFIC & TRANSPORTATION PROJECTS

Project	Client	Location
Etiwanda Avenue, San Bernardino Avenue, Valley Boulevard Street and Storm Drain Improvements	City of Ontario	Ontario, CA
Wineville Avenue and Bellegrave Avenue Street and Storm Drain Improvement Project	County of Riverside EDA	Riverside County, CA
Alder Avenue and Casmalia Street Widening	City of Rialto	Rialto, CA
Ayala Avenue Widening	City of Rialto	Rialto, CA
Madison Street Improvement Project	City of Indio	Indio, CA
Michigan Street and Master Storm Drain Improvement Project	City of Grand Terrace Public Works	Grand Terrace, CA
Indian Avenue Street Widening and Drainage Infrastructure Improvements	City of Moreno Valley	Moreno Valley, CA
Meadowlark Road Improvements	City of Murrieta Public Works	Murrieta, CA
Varner/Monterey Street Improvements	County of Riverside EDA	Thousand Palms, CA
I-215/Scott Road Interchange Improvements	County of Riverside Transportation Dept.	Riverside County, CA
Palm Springs MDP Line 43 and Lateral 43-A	Riverside County Flood Control	Riverside County, CA
Indian Avenue Street Widening and Drainage Infrastructure Improvements	Riverside County Flood Control	Moreno Valley, CA
Major Intersection Capacity Improvements	City of Rancho Mirage Public Works	Rancho Mirage, CA
Washington Street Turn Lanes	City of La Quinta Public Works	La Quinta, CA
On-Call Traffic Engineer	City of Grand Terrace Public Works	Grand Terrace, CA
Limonite Avenue Improvement Project	County of Riverside EDA	Riverside, CA
Engineering and Traffic Survey for Roadway Segments	City of Rancho Mirage Public Works	Rancho Mirage, CA
Bellegrave Avenue Street Improvements	County of Riverside EDA	Riverside, CA

Detailed project profiles are shown in appendix "B" of this document.

Section 7. Planning & Environmental



Contact

Sonya Hooker

Director –Planning & Environmental
951.248.4263
sonya.hooker@webbassociates.com

INTRODUCTION

WEBB's planning staff works with our clients to design plans that integrate the goals of the client with the environmental and social needs of the community.

Our in-house team includes experts in air quality, water quality, planning, traffic, noise, biological resources, and agricultural resources. Interfacing with the firm's professional engineers, our Planning & Environmental Services department understands the "big-picture" of a project's life as it moves from inception, to analysis, to implementation. Our master planning, survey and topographic mapping, preliminary design studies, and construction management resources allow our Planning & Environmental Services department to provide other related services to assist the client in developing a complete project description and identify potential impacts to construction or operation of the proposed project in the proposal stage.

Our experience demonstrates that we stay current with changing regulations and keep up-to-date on NEPA/CEQA case law. This information allows us to create a more defensible document to benefit public agencies, as well as project applicants.

WEBB's environmental analysts and planners work closely with our clients to gain a complete understanding of each project and develop reasonable environmental solutions. With over 30 years of successful environmental service to our clients, WEBB offers reality-based advice to help private and public agency clients resolve environmental issues.

ENVIRONMENTAL SERVICES

Environmental documentation related to CEQA, NEPA, and local environmental regulations:

- Categorical Exemptions/Exclusions (CE)
- Initial Studies/Environmental Assessments (IS/EA)
- Negative Declaration/Mitigated Negative Declaration/Findings of No Significant Impact (ND/MND/FONSI)
- Environmental Impact Reports (EIR)
- Environmental Impact Statements (EIS)
- Project Scoping
- Identification of Relevant Issues
- Preparation and Processing of Required Documents
- Applications and Permits
- Development of Effective and Cost-Efficient Mitigation Measures
- Preparation of Public Notices and Staff Reports
- Public Coordination
- Preparation of Mitigation Monitoring and Reporting Plans
- Attendance at Public Hearings

KEY PERSONNEL QUALIFICATIONS TABLE

Name	Title	Discipline	Years Exp	Years w/Firm
Ms. Sonya Hooker	Director – Planning & Environmental Services	CEQA/NEPA Compliance	12	9
Ms. Cheryl DeGano	Principal Environmental Analyst	Planning & Environmental	25	12
Ms. Genevieve Cross, LEED AP	Senior Environmental Planner	Planning & Environmental	9	5
Ms. Eliza Laws	Senior Environmental Analyst	Planning & Environmental	7	7
Mr. Melissa Perez	Senior Environmental Analyst	Planning & Environmental	9	9
Mr. Ryan Leonard	Associate Environmental Analyst	Planning & Environmental	6	3
Mr. Brad Perrine	Assistant Environmental Analyst	Planning & Environmental	4	4

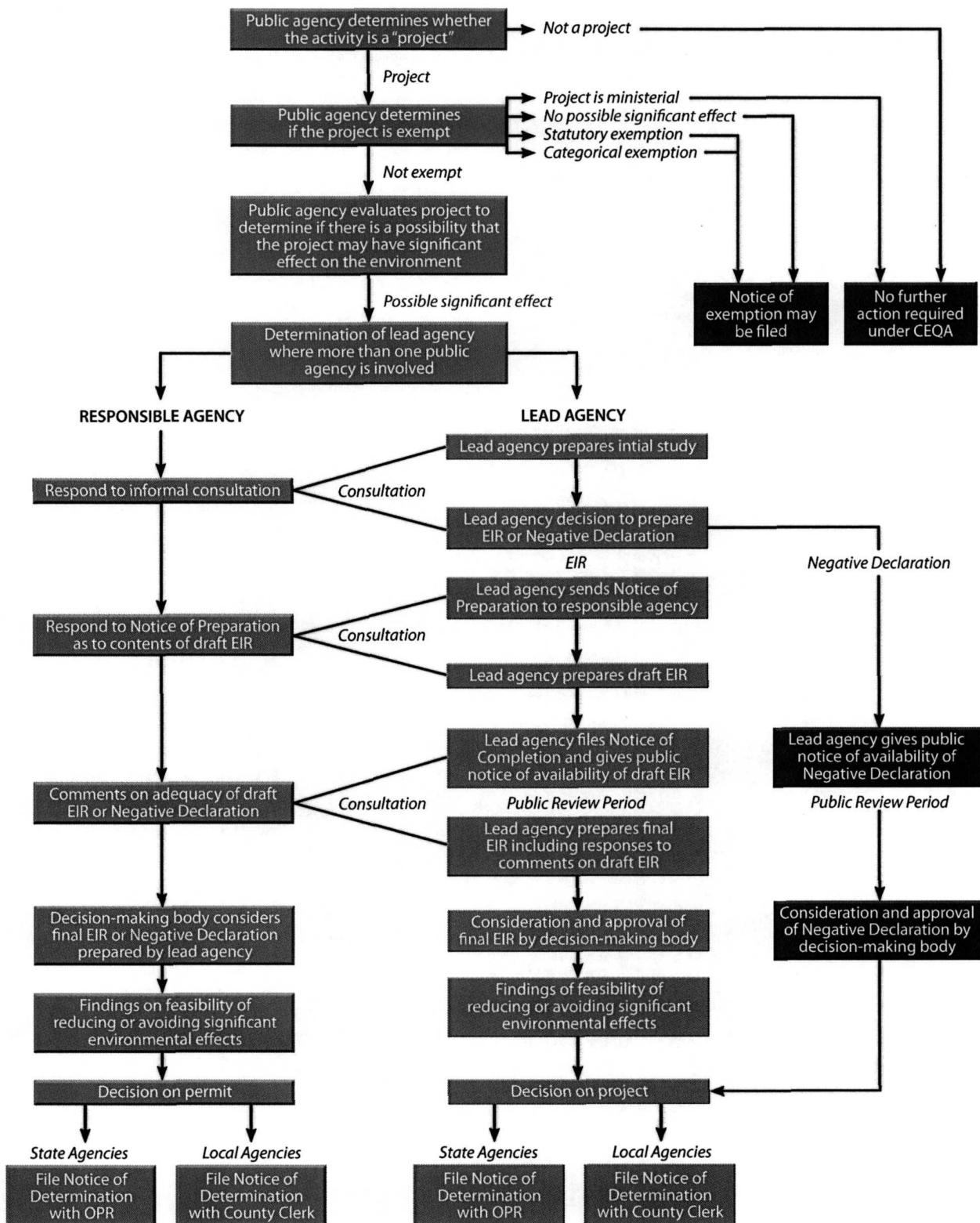
Resumes of our key personnel are shown in appendix "A" of this document.

PLANNING & ENVIRONMENTAL PROJECTS

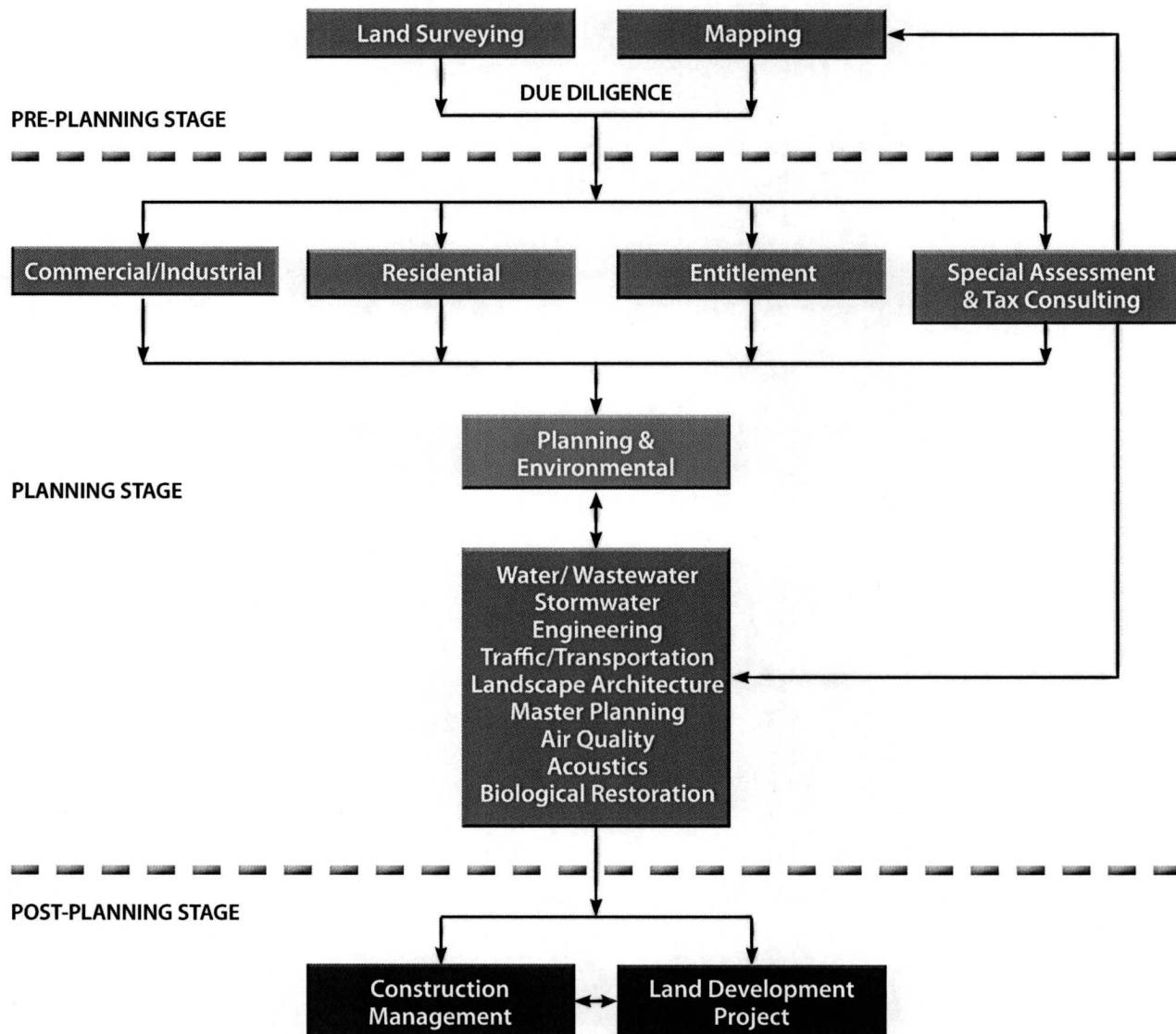
Project	Client	Location
Thoroughbred Farms Specific Plan and EIR	Industrial Design International	Mira Loma, CA
Walmart Expansion Project EIR	City of Riverside Planning Division	Riverside, CA
Tequesquite Landfill Photovoltaic System	City of Riverside Public Utilities	Riverside, CA
Public Library Demolition EIR	City of Riverside Planning Division	Riverside, CA
Imperial Hardware EIR	City of Riverside Planning Division	Riverside, CA
General Plan Update Recirculated EIR	City of Riverside Planning Division	Riverside, CA
The Villages of Lakeview Specific Plan and EIR	Lewis Operating Corporation	Lakeview, CA
Ryan Bonamino Park at the Tequesquite Arroyo	City of Riverside Parks and Recreation	Riverside, CA
Parkside, Subarea 29 and Esperanza Specific Plan EIRs	City of Ontario Planning Department	Ontario, CA
Ontario Downtown Civic Center Project EIR	City of Ontario Planning Department	Ontario, CA
I-15 Corridor Specific Plan	McCune & Associates	Riverside County, CA
Kohl Ranch Specific Plan No. 303, Amendments 1 & 2	Regent Properties	Riverside County, CA
The Resort EIR	Lewis Operating Corporation	Eastvale, CA
Rolling Hills Ranch EIR Addendum	City of Beaumont	Beaumont, CA
City of Calexico General Plan Update and EIR	City of Calexico	Calexico, CA
Clinton Keith Road Ramp Modifications	Caltrans	Riverside County, CA
Keystone Regional Water Reclamation Facility	County of Imperial Planning Department	Imperial County, CA
Stratford Ranch Specific Plan and EIR	Entrepreneurial-Sheffield Associates	Perris, CA
Clearwater Solar Panel	City of Corona Water & Power	Corona, CA
City of San Jacinto MDP EIR	City of San Jacinto	San Jacinto, CA
Perris Center Commerce Center	City of Perris	Perris, CA
Riverside-Corona Feeder Project EIR	Western Municipal Water District	Riverside County, CA
Eastvale Master Plan Water & Sewer Lines	Jurupa Community Services District	Riverside County, CA
Edgemont Water Master Plan Update	City of Moreno Valley	Moreno Valley, CA
Rados Distribution Center EIR	Rados Companies	Perris, CA
New Model Colony Infrastructure Master Plan	City of Murrieta Public Works	Murrieta, CA
Mead Valley Booster Station No. 2	Eastern Municipal Water District	Riverside County, CA

Detailed project profiles are shown in appendix "B" of this document.

CEQA Process Flow Chart



■ Specific Plan Approach



Section 8. Special Assessment & Tax Consulting



Contact

Shane Spicer
Director – Special Assessment & Tax
Consulting Services
951.248.4281
shane.spicer@webbassociates.com



INTRODUCTION

WEBB is a forward-looking firm that encourages every associate to look outside-the-box for progressive solutions. We enthusiastically approach pioneering solutions for our clients; whether creating new parcel categories when writing RMAs, or solving clients' challenges regarding water pond failures with an innovative answer to the problem. Our GIS capabilities are invaluable in identifying all parcels within each district thus greatly aiding in the administration of each district. We are experts in the area of California Code and with a collaborative effort, we are able to provide progressive solutions that are in concert with all laws and regulations within the industry.

FORMATION

- Special Tax Consulting
- Assessment Engineering
- Prepare and Record Boundary Maps and Assessment Diagrams
- Rate and Method Preparation
- Cost Estimates
- Assessment Spread and Tax Allocation
- Engineer's Reports
- Prepare and Record Notice of Assessment/ Special Tax Lien
- Official Statement Preparation Assistance
- Reassessment District Reports
- Notices of Public Hearings
- Proposition 218 Compliance
- Ballot Preparation, Mailing, and Tabulation
- Debt Service Reports Amortization Schedules
- Bond Payoff Schedules
- Debt Limit Reports under the 1931 Act

ADMINISTRATION

- Annual Levy Preparation
- Attend City Council/Board Meetings
- Budget Analysis
- Monitor Fund Balances
- Delinquency Monitoring and Management
- Initiation of Foreclosure Process
- Bond Call Analysis and Preparation
- Annual Engineer's Report
- Prepare and Disseminate Annual Disclosure Report
- CDIAC Reporting Compliance
- Annexations
- Parcel Apportionment
- Bond Payoff Calculations
- Special Tax Prepayment Calculations
- Close-out Analysis at District Maturity
- Identification & Evaluation of Financing Alternatives
- Refunding Analysis
- Public Information Services

KEY PERSONNEL QUALIFICATIONS TABLE

Name	Title	Discipline	Years Exp	Years w/Firm
Mr. Shane Spicer	Director – Special Assessment & Tax Consulting	Special Assessment & Tax Consulting	9	5
Ms. Melissa Belletire	Associate Financial Analyst	Special Assessment & Tax Consulting	9	6
Ms. Doris Domen	Senior Financial Analyst	Special Assessment & Tax Consulting	8	7
Ms. Heidi Schoeppe	Finance Manager	Special Assessment & Tax Consulting	9	7
Mr. Jeff Wright	Assistant Financial Analyst	Special Assessment & Tax Consulting	2	2

Resumes of our key personnel are shown in appendix "A" of this document.

FORMATION PROJECTS

Agency	WEBB Formed AD's	WEBB Formed CFDs	WEBB Formed Other Districts	Years of Service
Western Municipal Water District	3			20
Riverside County - Executive Office	7	10		26
Jurupa Community Services District		39	8	26
Riverside County Flood Control	3	1		26
City of Riverside	5	2	1	17
City of Corona	1	8		19
Edgemont Community Services District	2			38
Eastern Municipal Water District	1	50		18
Mission Springs Water District	3			5
City of Ontario	5	1		28

ADMINISTRATION PROJECTS

Agency	No. of Districts	Parcels	Enrollment
Riverside County Executive Office	15	8,927	\$9,399,526
Riverside County Flood Control	4	524,911	\$3,577,712
Jurupa Community Services District	44	27,563	\$30,471,187
City of Riverside	15	149,696	\$10,296,933
Eastern Municipal Water District	23	4,407	\$5,502,442
City of Desert Hot Springs	10	38,574	\$5,768,964
Western Municipal Water District	6	10,873	\$1,411,569
City of Corona	8	59,063	\$8,980,695
City of Chino	25	10,608	\$11,749,204
Edgemont Community Services District	2	1,525	\$266,498
Mission Springs Water District	1	432	\$556,296
City of Redlands	1	110	\$124,260
Cit of Ontario	2	206	\$1,268,893
City of Santee	5	30,415	\$1,631,700
TOTAL	161	867,310	\$91,005,878

Detailed project profiles are shown in appendix "B" of this document.

Section 9. Landscape Architecture



Contact

Jaime Macias, LA

Landscape Designer

951.686.1070

jaime.macias@webbassociates.com

INTRODUCTION

WEBB professionals possess over 10 years of experience in designing, building, and maintaining landscapes. Hard, practical field experience has shown us what works and what doesn't in the Southern California landscape.

WEBB has practiced 'sustainability' in its designs long before the term became popular. We recognize our obligation to incorporate environmental, economic, and social sustainability into our design process. We are well acquainted with all local and state water ordinances and practice California Friendly Landscape Design. We design our own irrigation plans and employ the latest advances in water conservation and designing landscapes that require relatively little water and maintenance, yet look lush and beautiful.

Each of our landscape projects present a fresh opportunity for WEBB to design a space that combines aesthetic vision with precise detailing and technical innovation. Working with fixed and living systems, WEBB aims to create places of purpose and environmental responsibility that deliver valuable and long-term benefit to our clients and our community.

SERVICES

- Master Planning
- Site Development
- Park Design
- Public Works Landscape Design
- Erosion Control/Fuel Modification
- Inspection Services
- Irrigation System Consulting & Design
- Water Management

KEY PERSONNEL QUALIFICATIONS TABLE

Name	License	Title	Discipline	Years Exp	Years w/Firm
Mr. Jaime Macias, LA	LA 5870	Landscape Designer	Landscape Architecture	10	3
Mr. Giovani Aguirre	-	Landscape Designer	Landscape Architecture	2	2

Resumes of our key personnel are shown in appendix "A" of this document.

LANDSCAPE ARCHITECTURE PROJECTS

Project	Client	Location
Bagdouma Park Renovation	City of Coachella	Coachella, CA
Apple Valley North Early Education Center	Frick, Frick, & Jette Architects	Apple Valley, CA
Grand Terrace Fitness Park	City of Grand Terrace Public Works	Grand Terrace, CA
Limonite Avenue Beautification Project	Riverside County EDA	Riverside County, CA
Perris Boulevard Street and Storm Drain	City of Moreno Valley	Moreno Valley, CA
Eight Park Evaluation and Improvements	City of Indio	Indio, CA
Bellegrave Avenue Street Improvements	Jurupa Valley Sports Park	Jurupa Valley, CA
Comprehensive Park and Facilities Mast Plan	City of Colton	Colton, CA
Street Frontage Evaluations	Jurupa Community Services District	Jurupa Valley, CA
Menifee Town Center Landscape Design	Regent Properties	Menifee, CA
Yucca Valley School Landscape Design	Frick, Frick, & Jette Architects	Yucca Valley, CA
General Landscape Architectural Services	Jurupa Community Services District	Jurupa Valley, CA
Hesperia Jr. H.S. Landscape and Irrigation Design	Frick, Frick, & Jette Architects	Hesperia, CA
Del Rey Elementary School Landscape Services	Frick, Frick, & Jette Architects	Victorville, CA
Alaska USA Credit Union Landscape Design	Alaska USA Federal Credit Union	Victorville, CA
Marcy Library Landscape Plans	City of Riverside	Riverside, CA
Park Irrigation System Evaluation	Jurupa Community Services District	Jurupa Valley, CA
Water Quality Basin Design and Landscape	Stratham Homes	Eastvale, CA

Detailed project profiles are shown in appendix "B" of this document.

Section 10. Entitlement Processing



Contact

Sandy Chandler, AICP

Entitlement Specialist

951.686.1070

sandy.chandler@webbassociates.com

INTRODUCTION

The Planning Entitlement process requires an experienced project team familiar with a multitude of consultants and governmental agencies. WEBB's experience can be invaluable to the developer seeking to get their project approved.

CONSIDERATIONS

- CEQA
- Project Costs and Buildability
- Site Design
- Water Quality
- Grading
- Landscape
- Development Standards and Guidelines
- Existing and Future Utilities
- Access and Circulation
- Relocations
- Aesthetics

WEBB's commercial, industrial, and residential projects often commence at the earliest stage of site feasibility. As the developer considers securing the property, WEBB provides valuable information on constraints and opportunities that affect development such as: availability of infrastructure; environmental issues; zoning standards and setbacks; and safety zones, as well as evaluate site topography, grading, drainage, and access issues at an early stage. WEBB also assists in projecting construction costs, and planning and mitigation fees for developing the site.

ENTITLEMENT SERVICES

WEBB will prepare and process the necessary entitlements to accommodate development:

- Development Plan
- Conditional Use Permits
- Change of Zones
- General Plan Amendments
- Specific Plans
- Tentative Tract and/or Parcel Maps
- Planning Application Forms
- Securing Fees
- Submittal to Government Agencies
- Special Studies
- Preparation of Public Notices and Staff Reports
- Public Coordination
- Preparation of Mitigation Monitoring/Reporting Plans
- Attendance at Public Hearings

DEVELOPMENT PLAN

WEBB will work closely with the developer and project architect to develop:

- Site Plan
- Conceptual Grading and Drainage Plan
- Preliminary Water Quality Plan
- Conceptual Landscape Plan

WEBB works with the developer to identify areas where project costs can be reduced with minimal impact on developer's projection of building area, building in project development flexibility, while working closely with the entire project team to ensure plan consistency and accuracy.

KEY PERSONNEL QUALIFICATIONS TABLE

Name	License	Title	Discipline	Years Exp	Years w/Firm
Mr. Roger Prend, PE	C-47736	Senior Vice President	Civil Engineering	31	31
Ms. Sandra Chandler, AICP	-	Senior Engineer	Entitlement Processing	22	24
Mr. Robert "Bernie" Berndt	-	Project Manager	Entitlement Processing	13	11

Resumes of our key personnel are shown in appendix "A" of this document.

COMMERCIAL/INDUSTRIAL PROJECTS

Project	Client	Location
WalMart Expansion EIR	Community Development Department	Riverside, CA
WalMart Distribution Center	Pacific Newport Properties	Menifee, CA
Heritage Square	Pearlman Corporation	Menifee, CA
Cloverdale Marketplace	Koenig Companies	Eastvale, CA
Motte Town Center	Mike Naggar and Associates	Perris, CA
Winchester Ranch Marketplace	The Frost Company	Riverside County, CA
Nexus Archibald Commercial Center	Nelson Development	Riverside County, CA
Eastvale Gateway South - Phase II	Lewis Retail Centers	Eastvale, CA
The Enclave Mixed-Use Development	Lewis Operating Corporation	Riverside County, CA
Eastvale Medical Office Building	Strategic Medical Properties	Eastvale, CA
Physician's Hospital	Physician's Hospital of Rancho California	Murrieta, CA
March LifeCare Specific Plan Amendment	March Healthcare Development	Moreno Valley, CA
Perris Valley Commerce Center	City of Perris	Perris, CA
Ben Clark Training Center	Riverside County Sheriff's Department	Riverside, CA

RESIDENTIAL PROJECTS

Project	Client	Location
Grandmarc Student Housing Complex	Grandmarc	Riverside, CA
The Villages of Lakeview Specific Plan and EIR	Lewis Operating Corporation	Lakeview, CA
The Resort Mixed-Use Community	Lewis Operating Corporation	Riverside County, CA
The Enclave Mixed-Use Development	Lewis Operating Corporation	Riverside County, CA
Homecoming Apartment Community	Lewis Operating Corporation	Riverside County, CA
Serafina Condominium Community	William Lyon Homes	Riverside County, CA
Mission Plaza Master Planned Development	Riverside County EDA	Riverside County, CA
Mission Palms Senior Housing Apartment Complex	Palm Desert Development	Riverside County, CA

Detailed project profiles are shown in appendix "B" of this document.

Section 11. Survey & Mapping



Contact

Andy Orosco, LS, CFedS

Director – Land Survey & Mapping
951.248.4272

andy.orosco@webbassociates.com

INTRODUCTION

WEBB is a leader in developing survey techniques. For example, our GPS Aerial target control networks save time and reduce costs. Post Processed Static & Teal Time Kinematics (RTK) Networks work together with CORS/SOPAC data available via the internet. Our specialized software allows the versatility of data to be utilized from many free available GPS base stations operating throughout the region.

With the large scale network established by State Plane Coordinates, the RTK capabilities of our multiple receiver systems are used to complete the ground survey control network of targets for aerial mapping in 1/10 the time of conventional survey methods. By using up to four receivers simultaneously, data can be collected in one-fourth the time of even Rapid Static GPS technology. This combined technology method maintains extreme accuracy over broadcast Real Time RTK methods while greatly reducing cost and time.

GIS data pre-purchased from commercial vendors for up-to-date parcel data throughout the region is combined with our State Plane Coordinate survey network of mapping to quickly produce base maps that provide extensive data beyond the typical Alignment and Right-of-Way base map, without adding cost or time to the project.

Our crews collect data anywhere within a 20 mile radius using GPS technology from pre-established network base stations and radio repeaters. The availability of our hand held GIS data collector using Post Processed data technology is used to collect and catalog utility data, while providing accurate locations over autonomous GPS data collectors. Data is processed to sub meter accuracy from our Trimble GeoXT receiver and post processing software to work seamlessly with our Trimble GPS receivers and Trimble/Spectra Precision Terramodel CAD software.

RELEVANT SERVICES

- Boundary and Property Line Surveys
- ALTA Surveys
- Topographic Surveys
- Aerial Photogrammetric Surveys
- GPS Surveys
- Control Line Surveys
- Construction Layout
- Residential/Commercial Surveys
- Condominium Surveys
- GPS Positional Expert Services
- DTM Models
- As-Built Surveys
- GIS Data Surveys
- Settlement Monitoring Surveys
- Roadway and Building Pad Grade Certifications
- Potholing Location & Utility Data
- Bridge Surveys
- Tunnel and High Precision Surveys
- Interior Building Surveys
- Specialized Survey Services
- Legal Descriptions
- Plats of Highway Right-of-Way
- Flood Certificate Surveys
- Cadastral Surveys

KEY PERSONNEL QUALIFICATIONS TABLE

Name	License	Title	Discipline	Years Exp	Years w/Firm
Mr. Andrew Orosco, LS, CFeds	LS 5491 CFeds 1034	Director - Land Survey	Land Survey	39	3
Mr. Mohammad Faghihi, PE, LS	C-39530 L-6607	Chief Operations Officer	Land Development	29	27

Resumes of our key personnel are shown in appendix "A" of this document.

LAND SURVEY PROJECTS

Project	Client	Location
TRTP SEG 8 Chino Hills Project	Black & Veatch Corporation	Chino Hills, CA
Riverside Water Quality Control Plant	City of Riverside	Riverside, CA
The Villages of Lakeview	The Lewis Company	Upland, CA
AD 12 Sewer Improvements	Mission Springs Water District	Desert Hot Springs, CA
Community Facilities District No. 1	Jurupa Community Services District	Jurupa Valley, CA
San Jacinto River Levee Stage 4 Project	Tri-Lake Consultants	San Jacinto, CA
Highway 74 Design & Construction Management	County of Riverside	Riverside County, CA
Mission Plaza Master Planned Community	Riverside County EDA	Riverside County, CA
Construction Staking and Survey	County of San Bernardino	Cedar Glen, CA
Clay Street Grade Separation Relocation	Jurupa Community Services District	Jurupa Valley, CA
Plant Expansion Project	Western Riverside County Regional Wastewater Authority	Riverside County, CA
Vista & Ellis Zone Water SYstem Improvements	Eastern Municipal Water District	Riverside County, CA
Hamner-Detroit Product Pipeline	Chino Basin Desalter Authority	Riverside County, CA
Madison Street Improvement Project	City of Indio Public Works	Indio, CA
Waterline Replacement Project	City of Ontario	Ontario, CA
CDA Raw Water Intertie Pipeline	Chino Basin Desalter Authority	Ontario, CA
Indian Avenue Sidewalk Improvements	County of Riverside EDA	Moreno Valley, CA
Jurupa Road Trunk Sewer Improvements	Jurupa Community Services District	Jurupa Valley, CA
Waterline Relocation at Wineville & 65th	Santa Ana River Water Company	Mira Loma, CA
Washington Street Dual Left Turn Lanes	City of La Quinta	La Quinta, CA
Mockingbird 12-inch Emergency Pipeline	Western Municipal Water District	Riverside County, CA
Master Plan Trunk Sewer in Hamner Avenue	City of Ontario	Ontario, CA
Pyrite Avenue Street Improvements	County of Riverside EDA	Riverside County, CA
Indian Hills Tank Piping Modifications	Jurupa Community Services District	Jurupa Valley, CA

Detailed project profiles are shown in appendix "B" of this document.

Appendix A. Project Profiles



Vista and Ellis Zones Water System Improvements County of Riverside, California

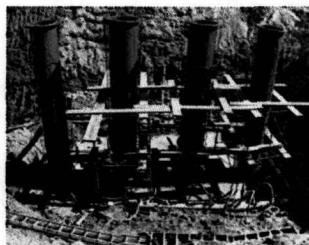
Client Contact
Mr. Greg Kowalski, PE
Senior Civil Engineer
Eastern Municipal Water District
2270 Trumble Road
Perris, CA 92572
951.928.3777

Completion Date
In Progress

The Ellis Pressure Zone Study determined the deficiencies and necessary improvements to the Ellis (1693) pressure zone and all zones that currently obtain water supply through the Ellis zone. Relocating the Vista booster station to balance supply to the Vista (1811) pressure zone, constructing new pipeline capacity to accompany the booster relocation, and providing new storage at 1720 HWL in the Ellis Zone were the three major near-term improvements that the study concluded were necessary. WEBB is currently providing preliminary and final design of the Vista and Ellis Zones Water System Improvement Project. The proposed Vista and Ellis Zones Water System Improvements will raise the pressure at numerous deficient nodes, improve fire flow capability within the zone, provide operational flexibility to optimize the Ellis Booster pumping and allow Eastern Municipal Water District (District) to inter-connect to a future expanded Walnut (1720) pressure as projects within the Lakeview/Nuevo area are constructed, providing greater flexibility and reliability for both zones.

The Improvements included:

- 2,400 gpm Booster Station
- Chloramine disinfection facilities
- 5.6 MG welded steel water storage tank
- 17,1001.f. of 18-in and 24-in diameter transmission mains.



Calipatria Surface Water Treatment Plant Expansion (6 MGD) Calipatria, California

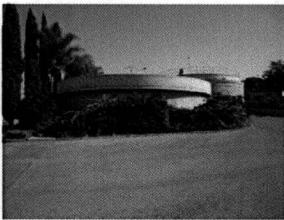
Client Contact
Mr. William Gedney
Vice President Asset Management
Golden State Water Company
909.937.0111

Completion Date
June 2005

The purpose of this project was to upgrade the existing Calipatria water treatment plant (WTP) to comply with current State and Federal drinking water standards and increase facility capacity. WEBB provided complete planning, environmental documentation, engineering, systems integration, construction management, and onsite inspection services for this surface water treatment plant. This project included environmental compliance (CEQA), preliminary engineering, three 2 MGD treatment trains, four 1 MG welded steel reservoirs, new 5,000 GPM high service booster station, two 4.5 MG geomembrane lined open water reservoirs, backwash reclamation system (including clarifier), 4,500 GPM raw water booster station, 4,500 GPM treatment water booster station, granular activated carbon (GAC) adsorption facility, new operations building, chemical feed equipment, all on-site piping improvements, complete system programming, start up testing, and other relevant appurtenant facilities.

WEBB was also responsible for construction oversight on this project and worked closely with the Water Company to ensure that water quality, supply and operational goals were met. Upon completion of the construction phase, the firm played an integral role in the California Department of Public Health (CDPH) acceptance process as well as California Public Utilities Commission (PUC) rate case hearings.





Riverside Regional Water Quality Control Plant Phase 1 Plant Expansion

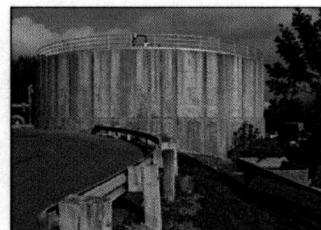
City of Riverside, California

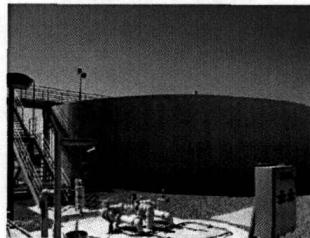
Client Contact
Mr. Gary Valdedeo
Plant Manager
City of Riverside
951.351.6176

Completion Date
2015

The Riverside Regional Water Quality Control Plant (RWQCP) currently serves nearly 300,000 residents in the City of Riverside and several neighboring communities. As part of its Riverside Renaissance Program, the City of Riverside embarked on the Riverside RWQCP Expansion, Upgrade, and Replacement project in order to meet the projected 2025 flows to accommodate capacity requirements, fulfill regulatory discharge requirements to protect the Santa Ana River, and increase production of reclaimed water to augment Riverside's non-potable demand with recycled water. The expansion project includes replacing 20 million gallons per day (MGD) of existing capacity with 26 MGD of new capacity. The improvements also include new solids processing facilities.

As a consulting partner to CDM Smith, WEBB was responsible for all aspects of the civil design including: record research to establish horizontal and vertical control consistent with the City's survey datum; aerial targeting and mapping; field topography mapping; existing utility identification and mapping; development of horizontal control drawings for existing and new facilities; development of grading plans for new improvements; development of yard piping drawings to connect existing and new facilities; development of demolition drawings to remove abandoned and unneeded facilities; and development of landscape plans. The Utility Master Plan (UMP) being developed for this project will serve as a complete basemap for the proposed improvements, as well as future design projects. The final deliverable for this task is a complete 3-D model of all existing and proposed underground utilities throughout the 105 acre treatment plant site. The UMP is a compilation of the following: 45 sets of record drawings from previous plant upgrades; field survey to identify existing surface features; extensive potholing (300 potholes) to identify utility locations and reconcile field information and record information; interviewing plant staff to identify existing and abandoned utilities.





WRCRWA - Aeration Upgrade and Expansion Project Riverside, California

Client Contact
Mr. Jeff Sims
Western Municipal Water District
14205 Meridian Parkway
Riverside, CA 92518
951.571.7100

Completion Date
August 2012 (Aeration Upgrade)
September 2015 (Plant Expansion)

The existing Western Riverside County Regional Wastewater Treatment Plant was originally placed in operation in March 1998 and was constructed as a design-build project. The design capacity is stated as 8.0 million gallons per day (MGD). As the flows have increased in the service areas, the biological loading to the plant has increased above the anticipated concentrations. The original design loading rates for Biological Oxygen Demand (BOD) and Total Suspended Solids (TSS) were significantly lower than what is actually being delivered to the Plant. The result of the loading changes was a net reduction of the biological treatment capacity of the Plant with respect to flow.

The first phase of this project was to upgrade the biological treatment process through the replacement of the oxidation ditch aeration equipment. WEBB designed an innovative approach to the problem which included installing fine bubble aeration diffusers into the oxidation ditch. The diffusers were fed by new high speed turbo blowers located in a new blower building. The project was constructed without ever disrupting flow and treatment through the plant. The solution has increased biological treatment capacity back to the original 8.0 MGD and has significantly reduced power costs associated with aerating the ditch.

During the aeration upgrade project, the Authority determined a need to expand the Plant beyond the 8.0 MGD capacity. WEBB completed a facility expansion plan, which determined the most effective method of adding 5.25 MGD to the Plant capacity. It was determined that the Plant expansion project would consist of:

- Enhanced headworks screening
- Primary clarification
- Primary flow equalization
- Additional biological treatment with removable aeration equipment
- Additional secondary clarification
- Replacement of existing tertiary filtration with disc filters
- Replacement of existing UV disinfection equipment with a more efficient UV system
- Conversion to anaerobic digestion
- Additional sludge dewatering centrifuges
- Addition of a solar drying system to reduce off-site hauling costs

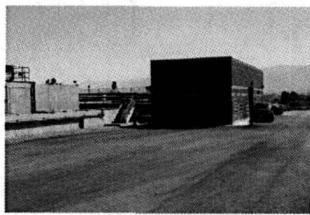
The expansion project is scheduled to be constructed beginning in summer 2013 with a completion date of Fall 2015.



Secondary Clarifiers



Aeration Basin & Blower Building



Blower Building



Blower Room

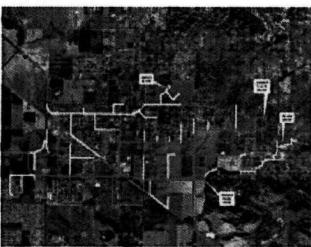


Palm Springs MDP Line 43, Lateral 43-A, Lateral B-3 Cathedral City, California

Client Contact
Don Delgadillo
Riverside County Flood Control
and Water Conservation District
1995 Market Street
Riverside, CA 92501
951.955.4683
ddelgadi@cflood.org

Design Completion Date
June 2011 (Est)

The completion of Line 43 and Lateral 43-A is an important component to the flood protection that the Eagle Canyon Dam will provide to this portion of Cathedral City. This Master Plan facility is the main link from the proposed dam to the West Cathedral Canyon Channel. Since the time that the Master Plan was developed in 1982, several changes have occurred in this area. Some of these changes include the construction of new businesses, the removal of other businesses, and the re-designation of Highway 111 from a state highway to a local highway. What makes this project unique is its location within a major commercial area within the City of Cathedral City. Not only is the area subjected to heavy traffic volumes, but that heavy traffic volume is vital to the commercial business. Additionally, this project required the relocation of several major existing utilities. Recognizing these changes, WEBB prepared a Project Design Report to evaluate alternative alignments for this project. Therefore, any alternative selected must not only consider the economics of the storm drain construction, but also the potential economic impact to the surrounding business. WEBB is committed to providing the District and the City of Hemet with the same project team for Line C that worked on the PS-43 Design.



Homeland/Romoland Master Drainage Plan County of Riverside, Homeland/Romoland, California

Client Contact
Stuart McKibbin
Riverside County Flood Control
and Water Conservation District
951.955.1200
Completion Date
(Design & Bid) 2009

WEBB has been involved in all facets of this Master and Area Drainage Plan update and design. Our team prepared the engineering, environmental and economic analysis for the MDP update. Following this update, WEBB prepared construction drawings for the first phase of construction, which included over ten miles of backbone drainage facilities. Responsibilities for this \$46+ million dollar construction project included development of project hydrology, hydraulic analysis of the regional drainage system, preparation of an EIR, preparation of over 200 plats and legal descriptions, structural calculations, utility relocation design, contract document preparation, and the revision of the FEMA floodplain for Ethanac Wash. WEBB played a prominent role working with the Riverside County Flood Control and Water Conservation District, County of Riverside, and a coalition of major landowners in forming a Community Facility District (CFD 05-1) to finance the construction of the drainage infrastructure in what is the largest publicly financed improvement project in Riverside County Flood Control and Water Conservation District history.



Wineville Avenue/Bellegrave Street & Storm Drain Improvement Project County of Riverside, California

Client Contact
Mr. Erik Sydow, Project Manager
Riverside County EDA
909.955.8274
Completion Date
September 2009

WEBB provided planning, design, right-of-way engineering, construction management and inspection services for this roadway realignment, roadway improvement, and storm drain improvement project. This project is approximately 6,400 feet long. This project included road improvements, grind and overlay, storm drain improvements, sidewalk, driveway, raised median, landscape, signing and striping, and traffic signal installation. The project also required additional right-of-way.



Indian Avenue Street Widening and Drainage Infrastructure Improvements Moreno Valley, California

This project consisted of widening the roadway from two to four lanes, landscape improvements, water quality treatment, and included the design of over 6,000 feet of backbone drainage infrastructure for the City of Moreno Valley. These facilities will be constructed as part of CFD No. 7 under the direction of the City. WEBB's responsibilities included the update of master plan hydrology, storm drain design, utility relocation, traffic control coordination, contract document preparation, and construction assistance.

Client Contact
Henry Olivo
Riverside County Flood Control
and Water Conservation District
951.955.1263

Completion Date
December 2008

WEBB completed the design and contact documents in approximately seven months in order to meet the funding schedule set forth by the City of Moreno Valley. The project included widening of the roadway from two lanes to four lanes, construction of approximately 6,000 feet of Master Plan storm drain for the City, construction of landscape improvements, a water quality treatment control system for the street runoff prior to flows entering into the Perris Valley Storm Drain, traffic signal modification, traffic signal coordination, and traffic control also had to be coordinated for review and approval by both cities.



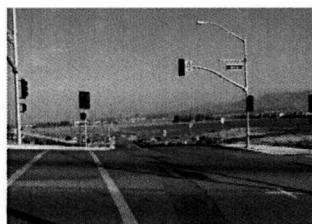
Heritage Lake Community Menifee, California

WEBB developed the Master Drainage Plan for the 900-acre Heritage Lake Community. This Master Plan included a combination of debris basins, earthen paseos, detention basins, and underground storm drains to manage the site's drainage. This project incorporated the landscaped paseos and Community Lake into the drainage design. Both elements were used to convey runoff through the site and to provide water quality treatment.

Client Contact
Mr. Kent Allen
Riverside County Flood Control
and Water Conservation District
951.955.1200

Completion Date
2006

Subsequent to the development of the Master Drainage Plan, WEBB prepared improvement plans for the major backbone drainage infrastructure for this project. Design included over 7,000 feet of storm drain, a debris basin, a detention basin and various inlet and outlet structures. Construction of the backbone facilities was completed in 2006.



Wineville Avenue/Bellegrave Street & Storm Drain Improvement Project County of Riverside, California

WEBB provided planning, design, right-of-way engineering, construction management and inspection services for this roadway realignment, roadway improvement, and storm drain improvement project. This project is approximately 6,400 feet long. This project included road improvements, grind and overlay, storm drain improvements, sidewalk, driveway, raised median, landscape, signing and striping, and traffic signal installation. The project also required additional right-of-way.

Client Contact
Mr. Erik Sydow, Project Manager
Riverside County EDA
909.955.8274

Completion Date
September 2009



Perris Blvd. Street and Storm Drain Improvement Project Moreno Valley, California

Client Contact
Stuart McKibbin
Riverside County Flood Control and Water Conservation District
1995 Market Street
Riverside, CA 92501
951.955.1200

Completion Date
2008 (Construction)

WEBB provided planning, design, right-of-way engineering, and construction services for this multi-faceted infrastructure project that involved three different governmental agencies. This project included the planning, design, and construction of a 3,500 foot ± section of Perris Boulevard and required review and approval by both the City of Moreno Valley and the City of Perris as the improvements crossed city boundaries. Improvements included construction of a 3,300 foot ± **Master Plan storm drain, which provided flood control protection for this section of the City.** Planning, design, and construction of this major drainage facility required review and approval by both the City of Moreno Valley and the Riverside County Flood Control and Water Conservation District.

WEBB was able to coordinate the various components of the construction of the Perris Blvd. Street and Storm Drain Improvements with both Cities involved so vehicular traffic could continue uninterrupted.

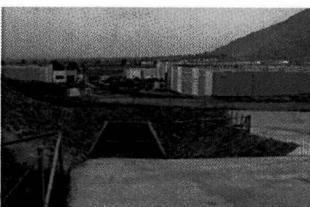


Varner/Monterey Street Improvements County of Riverside, California

Client Contact
Jim Ayres, Development Specialist
Riverside County EDA
44-199 Monroe Street, Suite B
Indio, CA 92201
760.863.2623

Completion Date
2009 (Construction)

WEBB provided environmental, planning, design, utility coordination, right-of-way engineering, coordination with all constituents (homeowners, property and business owners), construction management, and construction inspection services for street improvements of the busy intersection of Varner Road and Monterey Avenue in the City of Thousand Palms. The project required coordination with Riverside County Transportation Department, Caltrans, and Coachella Valley Water District. This project included widening of the roadway from two lanes to four lanes, 6-acre retention (percolation) basin, storm drain improvements on Varner Road and Monterey Avenue, 2,400 foot long block wall along Monterey Avenue and 2,000 foot concrete barrier wall along Interstate-10 and Varner Road, relocation of transmission lines and undergrounding of distribution lines, right-of-way acquisition, bus turnout, right-of-entry for 50+ home owners and property owners, traffic signal warrant analysis, community meetings, relocation of gas and water meters, and coordination with 44 homeowners for work in their property.

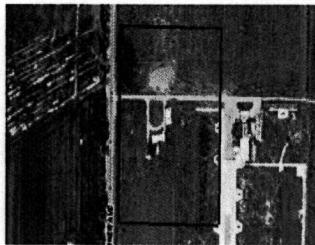


Hunter Business Park - Columbia Basin Expansion City of Riverside, California

This project for the City of Riverside included preparation of the Master Plan and construction documents for various infrastructure and street improvements within the Hunter Park Community Facilities District. WEBB's responsibilities include the planning and design of the sewer, water, storm drain, dry utilities and street improvements. Key to the project was the expansion and retrofit of the Columbia Basin, which upgraded the basin from a 10-year to a 100-Year facility.

Client Contact
Mr. Mike Katusian
City of Riverside
3900 Main Street, 4th Floor
Riverside, CA 92522
951.826.5483

Completion Date
2002



The Resort Riverside County, California

This project is a 196-acre Specific Plan and EIR for a mixed-use development with 1,750 residential dwelling units on 131-acres, 11.3 acres for commercial development, an 8-acre elementary school site, and a 13-acre community park site, three recreation centers (totaling 6.99 acres), and approximately 1.2-acres of pocket parks located throughout the project that are connected by a recreation paseo system. In addition to the preparation of the Specific Plan which includes its own zoning ordinance and EIR, WEBB prepared the Initial Study, and air quality technical studies required for this large development. The engineering services included infrastructure design, entitlement, and full mapping services.

Client Contact
Mr. Bryan Goodman
Vice President of
Planned Community Development,
Lewis Operating Corp.
(909) 946-7537

Completion Date
Under Construction

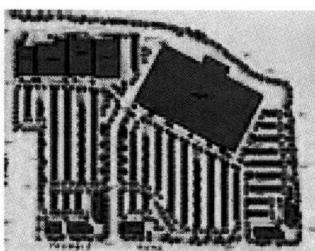


The Enclave Mixed-Use Development County of Riverside, California

The Enclave project consists of 490 residential units on an 11-acre commercial site. WEBB prepared the tentative tract map, plot plan and EIR for the project site. WEBB also provided engineering assistance in preparation of specific plan documents. The residential portion of the site included planning areas for alley loaded products, courtyard products, as well as traditional single-family lots. The project site included a number of parks and green courts scattered over the project site. These amenities included a recreational area, swimming pool, and courtyards. WEBB also provided final engineering services for the tract map and plot plan. The project site is located at the corner of two urban arterial roads and required coordination of traffic signals, and streets with landscaped medians. WEBB prepared the improvement plan for onsite and offsite streets, traffic signal and striping, sewer, water and storm drain plan. WEBB also provided staking services for this project.

Client Contact
Mr. Bryan Goodman
Vice President of
Planned Community Development,
Lewis Operating Corp.
(909) 946-7537

Completion Date
Planning & Entitlement: 2003
Engineering and Staking: In Progress

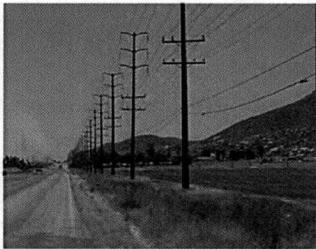


Motte Town Center City of Perris, California

The Motte Towne Center project acquired several parcels totaling approximately 70 acres for a Proposed Retail development. WEBB's Survey department provided mapping services, including a boundary survey and ALTA. Preliminary engineering services included the development of preliminary grading plans, preliminary hydrology/drainage and water quality design and preliminary utility research and a conceptual plan. A Development Plan and Tentative Parcel Map was prepared and submitted to the City of Perris, along with the a Traffic Impact Analysis, Preliminary Water Quality Management Plan, Drainage Study, roadway vacations, a sign program, stockpile plan, and preliminary street improvement plans. WEBB's Entitlement team coordinated the approval of the Project's Development Plan, provided assistance in the preparation of the EIR, in addition to coordinating with multiple sub consultants.

Client Contact
Mike Naggar
Mike Naggar and Associates
951.657.4281

Completion Date
2008



Heritage Square

City of Menifee, California

Heritage Square consisted of a 132,580 square foot retail center on 20 acres. WEBB prepared a plot plan, including a preliminary grading plan, for a 43,830 square foot grocery store anchor, a drug store with a drive through, gas station and convenience store, three major retail buildings, a fast food restaurant pad, two multi-tenant buildings, and two retail pad buildings. Three conditional use permits were required to permit the concurrent sale of beer and wine for off-site premises consumption for the gas station/convenience store; the sale of distilled spirits and beer and wine for off-premises consumption for the drug store, and for seasonal sales area and recyclable areas associated with the grocery store.

Client Contact
Arthur Pearlman
Pearlman Corporation
(310) 260-2425

Completion Date
2010

WEBB also prepared a tentative parcel map to subdivide the project into 4 parcels, as well as processed a change of zone altering the zoning classification from One-family Dwelling to Scenic Highway Commercial. Engineering considerations for this site included its close proximity to an existing school site, existing Southern California Edison major transmission poles located within future Menifee Road right-of-way, and attention to the aesthetics along McCall Blvd, a designated scenic corridor. In addition, the project was originally filed in the County of Riverside, but as this project was ready to go to a public hearing the City of Menifee incorporated and this was project is now located within the jurisdiction of a newly formed city. This required extensive coordination with the newly formed Planning and Engineering Department, the newly formed Planning Commission, and the implementation of new city ordinances and policies. WEBB also prepared street improvement plans for Menifee Road in order to initiate the very long process of major electrical transmission line relocation.



Walmart Expansion Project EIR

City of Riverside, California

WEBB provided environmental services for this commercial expansion project of an existing Walmart store located at 5200 Van Buren Boulevard in the City of Riverside. In order to comply with the California Environmental Quality Act (CEQA), an Environmental Impact Report (EIR) was prepared with WEBB providing lead consultation to the City of Riverside, who served as the lead agency under CEQA. The project proposed a total expansion of 22,272 square feet on the eastern side of the existing 125,827-square-foot structure where the Tire & Lube Express automotive care and exterior garden center are located to primarily facilitate grocery sales and an additional entry vestibule. The project proposed the complete removal of the Tire & Lube Express and relocation of the garden center to the southwest corner of the existing structure. The project also proposed a revised building façade, energy-efficient materials and features, updated signage, parking lot configuration upgrades, and improved landscape on site and along a portion of the Van Buren Boulevard median.

Client Contact
Ms. Patricia Brenes
Senior Planner
City of Riverside Community
Development Department
Planning Division

Completion Date
2012 (EIR)

In addition to preparing the Initial Study and EIR, WEBB prepared technical studies in house to analyze the proposed project's impacts to air quality, greenhouse gas emissions, and noise during construction and long-term operation, which involved conducting on-site noise monitoring. WEBB also coordinated with sub-consultants to adequately and quantifiably analyze potential environmental impacts. The resultant EIR provided a level of adequacy that fully complied with CEQA and fully achieved the client's expectations. The Draft EIR was released for public review in October 2011, and the Final EIR was published in January 2012. The project and EIR were unanimously approved and certified, respectively, by Riverside City Council in January 2012.



Grandmarc Student Housing Complex Riverside, California

Client Contact
Mr. Greg Almquist
Grandmarc
(678) 445-1515

Completion Date
2001

WEBB was responsible for civil design, processing, and approval of this 12-acre project that consisted of a 232-unit student housing facility, 8,500 sf. student center, 7,200 sf. retail complex, 6,800 sf. mini-mart, and a 96,000 sf. basement parking garage to serve the campus of UC Riverside. Not only did we prepare all the civil drawings for the on-site facility, but also prepared the civil drawings for the off-site improvements that included significant drainage and roadway infrastructure to protect the site from flooding. WEBB was also responsible for coordination and processing project approvals with the City of Riverside, the University, and the Federal Emergency Management Agency (FEMA). In addition, we provided construction assistance and coordination with the City of Riverside and the University during the construction of the project.



Homecoming Apartment Community Riverside County, California

Client Contact
Mr. Bryan Goodman
Vice President of
Planned Community Development,
Lewis Operating Corp.
(909) 946-7537

Completion Date
2003

WEBB was responsible for the entitlement and approval of this 60 acre apartment complex in the Eastvale area of Riverside County for the Lewis Corporation. The 778 unit apartment complex included amenities such as a large club house, swimming pool, and putting greens. WEBB was also responsible for the design of infrastructure facilities as well as onsite improvements. Because the project site is located at the corner of I-15 and a bridge overpass, this project required an encroachment permit from Caltrans. The project had to be designed to address the constraints due to proximity to the freeway and the overpass. Offsite improvements included street, traffic signal, sewer, water and storm drain facilities. This project also required construction of more than a mile of master planned storm drain facilities ranging from 60 inch to 96 inch reinforced concrete pipes. Since the existing roadways had to stay open to traffic during the construction, the construction of the offsite improvements was a major undertaking and involved preparation and implementation of a traffic control plan that included various phases to complete the construction. WEBB was also responsible for surveying and staking of both the onsite and offsite improvements.



Serafina Condominium Community County of Riverside, California

Client Contact
Mr. Rick Brown
Project Manager
William Lyon Homes
(949) 463-5596

Completion Date
2009

WEBB was responsible for the entitlement and engineering services for the Serafina Condominium project in the County of Riverside. The 20 acre site included 314 condominiums with amenities that included recreational buildings, swimming pool, playgrounds, and a basketball court. In conjunction with this project, WEBB procured a specific plan amendment for the I-15 Corridor Specific Plan. WEBB also provided technical studies for traffic impact analysis. WEBB and the architect worked closely with the county staff to develop the site plan and condominium tract map (tract map 31606) approval. Upon approval of the tentative tract map, WEBB was responsible for the preparation of onsite and offsite improvements for this gated community. The onsite improvements included drive isles and parking areas as well as sewer, water, and storm drain facilities. The offsite improvements included street, sewer, water, and storm drain improvements. WEBB was also responsible for construction staking for these onsite and offsite improvements.



Eastvale Medical Office Building Eastvale, California

The Eastvale Medical Office Building is a $5\pm$ acre site consisting of three parcels located within the Eastvale Gateway South commercial center in the City of Eastvale. The project is to be developed in two phases, consisting of one - $40,000\pm$ square foot and one - $30,000\pm$ square foot, two-story Medical Office Buildings. The center will be anchored by a well-known regional healthcare provider and will provide much needed medical office space for general practitioners and specialists. Additional anticipated uses include a full offering of ancillary services, therapies, urgent care, and potential centers of excellence.

WEBB is currently processing a plot plan application and lot line adjustment application with the City of Eastvale, and will be providing final engineering services for onsite improvements consisting of grading, drainage, water quality, and utilities, as well as providing construction support.

Client Contact
Jason Cooke
Strategic Medical Properties
1447 N. El Camino Real, Suite 2
San Clemente, CA 92672

Completion Date
August 2012



Physician's Hospital Murrieta, California

The Physicians Hospital of Murrieta is a \$211 million, 50-acre, full-service hospital campus with one medical office building and two future medical office buildings. It's located on Antelope Road east of the I-215 between Scott and Clinton Keith Road in the City of Murrieta. This facility will work in partnership with Loma Linda University Medical Center, and was built in two phases. It is providing six state-of-the-art surgical suites, with an MRI and CT scan center and cardiovascular center. The first phase comprises 106 beds in a 5-story tower, and 120,000 square foot medical office building, and opened in January 2011. The second phase will follow after the opening of the first phase.

WEBB did the due diligence, entitlement phase (CUP and DP), processing of parcel map, final engineering, rough grading, street improvements, precise grading, parking on-site and off-site water and sewer services, drainage and storm water treatment, bidding, contract documentation, as well as providing construction support.

Client Contact
Jerry Brown
Physician's Hospital
of Rancho California
615.969.1135

Completion Date
Fall 2011



Bellegrave Avenue Street Improvements County of Riverside, California

WEBB was responsible for the preparation of street improvement plans for the widening of approximately 4,400 feet of Bellegrave Avenue in conjunction with the Jurupa Valley Sports Park. Additional design services included: utility service connection for the Sports Park for storm drain, sewer, water, and irrigation; preparation of all legal descriptions and plats for right-of-way acquisition; underground/overhead utility relocation coordination; and preparation of street light plans, signing and striping plans, specifications and construction cost estimates.

Client Contact
Colby Cataldi, County of Riverside EDA/
Redevelopment Agency
951.955.1151

Completion Date
2005



Fourth Street and Haven Avenue Improvement Project City of Ontario, California

Client Contact
Iris Patronite
City of Upland
(Formerly with City of Ontario RDA)
909.931.4303

Completion Date
October 2006

Under contract with the City of Ontario Redevelopment Agency, WEBB was responsible for the construction management and inspection services for a \$7.7 million improvement project. Construction of the following facilities were included in this project: RCB (Reinforced Concrete Box) storm drain ranging in size from 8'x3' to 12'x8', RCP (Reinforced Concrete Pipe) storm drain ranging in size from 18" to 60" diameter, associated junction structures, transition structures, manholes, and catch basins, street improvements (paving, curb & gutter, signing & striping, etc.), traffic signals, landscape & irrigation, city street light system, edison conduit system, and utility relocations. A major challenge with this construction project was its proximity to one of the largest retail shopping centers within the Inland Empire; the Ontario Mills Mall. Even though construction was not allowed during the peak holiday shopping period (between November 15 through January 3), due to the proximity of the City's improvement project to the Ontario Mills shopping center, traffic control was a major challenge. Our Construction Manager and Inspector worked through the Contractor to ensure certain critical tasks affecting traffic were scheduled around peak traffic time periods. Additionally, our construction services team worked with the Contractor to obtain approval to use precast RCB in lieu of the cast-in-place RCB shown on the design plans. The use of precast RCB saved several weeks in construction time.



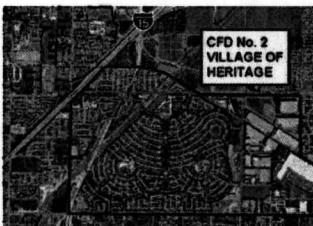
Limonite Avenue Improvement Project County of Riverside, California

Client Contact
Mr. Colby Cataldi
County of Riverside EDA/
Redevelopment Agency
951.955.1151

Completion Date
2003

This 22,000 LF beautification project for the Riverside County Economic Development Agency in western Riverside County included drainage, landscape and street improvements. WEBB was responsible for the landscape architecture, planning, design, specification, bidding, construction staking, and construction management of the work on behalf of the County of Riverside. Aspects of the road design included road widening to accommodate addition turnouts, traffic signal modifications, a new traffic signal, new curb and gutter, access driveways for existing and planned commercial developments, bus turnouts, drainage infrastructure construction, and landscaping.

Included in this project was approximately 16,000 LF of landscaped/cobble-lined median swale with connections to the underground storm drains. A community trail was incorporated. Extensive community meetings were required to acquaint the community with the project and to educate them about the benefits of the formation of a Lighting and Landscape Assessment District.



Community Facilities District No. 2 Village of Heritage, City of Fontana, California

Client Contact
Yousuf Patanwala,
Principal Engineer
City of Fontana
909-350-7600

Completion Date
June 1995

WEBB provided Facilities Engineer/Project Monitoring services for this \$125 million public infrastructure development project on 1,500 acres, near Baseline Road and Interstate 15. Construction of the following elements were included in this CFD: grading, roads, erosion control facilities, sewer, storm drain (including detention facilities, pipe, RCB's, and open channel), water, street, traffic signals, streetscape, and parks. Responsibilities for this project included plan checking, monitoring bidding and contract awards, reviewing contracts and agreements, reviewing change orders and making recommendations, reviewing contractors monthly progress estimates and payments, furnishing periodic reports of progress, and performing all project inspection for backbone infrastructure construction as well as tract developments. Inspection was coordinated with various agencies involved with this construction.



Varner/Monterey Street Improvements County of Riverside, California

Client Contact
Jim Ayres, Development Specialist
County of Riverside EDA/
Redevelopment Agency
760.863.2623

Completion Date
2009

WEBB provided environmental, planning, design, utility coordination, right-of-way engineering, coordination with homeowners, property owners, and business owners, construction management, and construction inspection services for street improvements of Varner Road and Monterey Avenue in the City of Thousand Palms for a project funded by the Riverside County Economic Development Agency, Riverside County Transportation Department, and Coachella Valley Association of Governments. Coordination with Riverside County Transportation Department, Caltrans, and Coachella Valley Water District was required. The project included widening of the roadway from two lanes to four lanes, 6-acre retention (percolation) basin, storm drain improvements on Varner Road and Monterey Avenue, 2400' long block wall along Monterey Avenue and 2000' concrete barrier wall along Interstate 10 and Varner Road, relocation of transmission lines and undergrounding of distribution lines, right-of-way acquisition, bus turnout, right-of-entry for 50+ homeowners and property owners, traffic signal warrant analysis, community meetings, relocation of gas meters and water meters, and coordination with 44 homeowners for work in their backyards.



Limonite Avenue and Hamner Avenue Improvements County of Riverside, California

Client Contact
Scott Staley
County of Riverside EDA
4080 Lemon Street, 2nd Floor
Riverside, CA 92501
951.955.2092

Completion Date
2003

This project was crucial to the intersection of Limonite/Cloverdale and Hamner Avenue as it was fast becoming one of the busiest in the Eastvale area. With the construction of thousands of new homes and the major Eastvale Gateway commercial center, the improvements completed were critical to efficient traffic flow. The project was successful in significantly easing traffic during high use hours. This project consisted of improvements to the intersection of Limonite and Hamner Avenues to the ultimate configuration. WEBB provided construction management and engineering services including: street improvement plans for approximately 6,000 LF of roadway; utility research and coordination with utility companies, including the City of Norco; pavement investigation; pavement overlay and reconstruction; acquisition of additional right-of-way; preparation of legal descriptions and plats; traffic signal modification plans, and signage and striping plans coordination of approvals and permits through Riverside County Transportation Department.



Ayala Avenue Widening City of Rialto, California

Client Contact
Shirjeel Muhammad
Principal Civil Engineer
909.820.2531

Completion Date
In Progress

WEBB was retained to obtain environmental clearance from Caltrans and provide street improvement plans for this federally funded safety improvement project. This project widens Ayala Avenue from a 3-lane road to 4-lane road, installs curb and gutter on both sides of the street, sidewalk on east side, bike lanes, and interim storm drain improvements at the intersection of Baseline Road and Ayala Avenue. Part of the project is federally funded, and roadway design criteria and all project administration issues have to follow the latest version of the Caltrans Local Assistance Procedures Manual. The project requires environmental clearance under both CEQA and NEPA. WEBB's Environmental team keeps in regular contact with Caltrans Local Assistance and the City to assure as expeditious reviews as possible. Our technical subconsultants also have past work experience with preparing studies reviewed by District 8 staff.

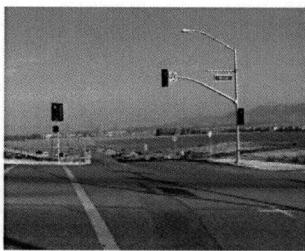


Etiwanda Avenue, San Bernardino Avenue, Valley Boulevard Street and Storm Drain Improvements City of Ontario, California

Client Contact
Mr. Khoi Do
City of Ontario
909.395.2188

Completion Date
2010

WEBB Associated provided planning, environmental, design, and construction support services for the Etiwanda Avenue, San Bernardino Avenue, Valley Boulevard Street and Storm Drain Improvements project. The project was related to off-site improvements for the warehouse project located between San Bernardino Avenue and Ontario Mills Parkway (Valley Boulevard) and west of Etiwanda Avenue. The project lowered Etiwanda Creek Drainage Channel. This project included the regional hydrologic analysis of the Lower Etiwanda Watershed and the design of an approximate 4,000 foot earthen drainage channel that accommodates regional runoff also serves as environmental mitigation for the project. The project reconstructed 4.5'x12' RCB storm drain across very busy Etiwanda Avenue and San Bernardino Avenue intersection. The project included Etiwanda street widening and reconstruction of Ontario Mills Parkway. The project included traffic signal modification at the intersection of San Bernardino Avenue/Etiwanda and Valley Boulevard/Etiwanda Avenue intersections and new traffic signals at the intersection of Etiwanda Avenue/Distribution Way and Ontario Mills Parkway/Project Driveway intersections. The project required coordination with utility companies for adjustment and relocation several utilities. WEBB processed a CLOMR/LOMR through FEMA to reflect the reduction in floodplain provided by this facility. Several passers-by have stopped and enjoyed the passive recreational benefits inherent with this facility.



Wineville Ave & Bellegrave Ave Street & Storm Drain Improvement Project County of Riverside, California

Client Contact
Mr. Erik Sydow, Project Manager
County of Riverside EDA
909.955.8274

Completion Date
September 2009

The County of Riverside EDA initiated the Wineville Avenue and Bellegrave Avenue Street and Storm Drain Improvement Project to encourage development within the Jurupa Valley (now the City of Jurupa Valley) area of Riverside County. The project installed approximately 6,000 linear feet of Master Plan storm drain, 20 acre retention basin with a sports complex, and a 5 acre park. WEBB designed 3000 linear feet of roadway, a new traffic signal, and a landscape median. WEBB provided planning, design, utility coordination, coordination with property owners, right of way acquisition, and construction support services. The project required relocation of utilities including Southern California Edison poles and underground lines, gas lines, waterlines and telephone lines. WEBB provided close coordination with the County of Riverside Transportation Department and Flood Control for approval of design drawings as well as during construction



Indian Ave Street Widening & Drainage Infrastructure Improvements (Laterals B-3) Moreno Valley, California

Client Contact
Prem Kurmer, City Engineer
City of Moreno Valley
951.413.3116

Completion Date
December 2008

This project consisted of widening the roadway from two to four lanes, landscape improvements, water quality treatment control, and included the design of over 6,000 feet of backbone drainage infrastructure for the City of Moreno Valley. These facilities will be constructed as part of CFD No. 7 under the direction of the City. WEBB's responsibilities included the update of master plan hydrology, storm drain design, utility relocation, traffic signal modification, traffic control coordination, contract document preparation, and construction assistance. Traffic control, traffic signal modification, and traffic signal coordination also had to be coordinated for review and approval by both cities. WEBB completed the design and contact documents in approximately seven months in order to meet the funding schedule set forth by the City. WEBB completed the design and contract documents in approximately seven months in order to meet the funding schedule set forth by the City.



Michigan Street and Master Storm Drain Improvement Project

City of Grand Terrace, California

Client Contact

Mr. Richard Shields, Director of Public Works & Building and Safety
City of Grand Terrace Public Works

Department
909.825.3825
rshields@cityofgrandterrace.org

Completion Date
In Progress

The City of Grand Terrace is experiencing heavy traffic on Michigan Street because of opening of a new high school. Also, the area surrounded by Michigan Street gets flooded even with a minor storm. The City hired WEBB to prepare a Master Drainage Plan, Environmental Documentation, Storm Drain Plan, Street Improvement Plan, Traffic Signal Plan, Signing & Striping Plan, Water Quality Management Plan, provide utility coordination, acquire additional right of way from 10 properties and temporary construction easement for over 30 properties. The project required 90" diameter storm drain connection to the retention basin to avoid flooding at I-215 Freeway. WEBB coordinated with the County of San Bernardino Flood Control and City of Grand Terrace for approval of the Master Plan.

There are numbers of properties located along Michigan Street. It is critical to this project's success for WEBB to justify the need for street widening because some of the property owners will lose substantial amount of property. In order to reduce the impact to the community and save the City substantial time and money acquiring additional right of way, WEBB team proposed a "road diet" or lane reduction approach. WEBB's "road diet" approach will save the City over \$1 million in project cost. Additionally, the project schedule is substantially reduced as the coordination with property owners and property acquisition is substantially reduced. Lastly, community relations are optimized as the City minimized impacts to adjacent properties.

WEBB also worked closely with the City of Grand Terrace to develop a Comprehensive Stormwater Management Plan for the City. WEBB evaluated previous drainage studies and existing infrastructure for the 1,400 acre City wide drainage area. WEBB Identified deficiencies and developed various solutions to overcome these deficiencies. The result of this analysis is a phased Stormwater Master Plan that addresses the needs of the City. WEBB further collaborated with the City to developed a prioritized list of projects that will provide the greatest drainage benefit to the City. In conjunction with the master planning analysis, WEBB prepared improvement plans for over a mile of large diameter storm drain to be installed with the Michigan Street Improvements.



Walmart Expansion Project EIR

City of Riverside, California

Client Contact
Ms. Patricia Brenes, Senior Planner
City of Riverside Community Development Department
Planning Division
951.826.5933

Completion Date
January 2012 (EIR)

WEBB provided environmental services for this commercial expansion project of an existing Walmart store located at 5200 Van Buren Boulevard in the City of Riverside. In order to comply with the California Environmental Quality Act (CEQA), an Environmental Impact Report (EIR) was prepared with WEBB providing lead consultation to the City of Riverside, who served as the lead agency under CEQA. The project proposed a total expansion of 22,272 square feet on the eastern side of the existing 125,827-square-foot structure where the Tire & Lube Express automotive care and exterior garden center are located to primarily facilitate grocery sales and an additional entry vestibule. The project proposed the complete removal of the Tire & Lube Express and relocation of the garden center to the southwest corner of the existing structure. The project also proposed a revised building façade, energy-efficient materials and features, updated signage, parking lot configuration upgrades, and improved landscape on site and along a portion of the Van Buren Boulevard median.

In addition to preparing the Initial Study and EIR, WEBB prepared technical studies in house to analyze the proposed project's impacts to air quality, greenhouse gas emissions, and noise during construction and long-term operation, which involved conducting on-site noise monitoring. WEBB also coordinated with sub-consultants to adequately and quantifiably analyze potential environmental impacts. The resultant EIR provided a level of adequacy that fully complied with CEQA and fully achieved the client's expectations. The Draft EIR was released for public review in October 2011, and the Final EIR was published in January 2012. The project and EIR were unanimously approved and certified, respectively, by Riverside City Council in January 2012.



Madison Street Improvement Project from Avenue 50 to Avenue 52 *City of Indio, California*

Client Contact
Mr. Tom Rafferty, PE
Principal Civil Engineer
City of Indio
760.391.4017

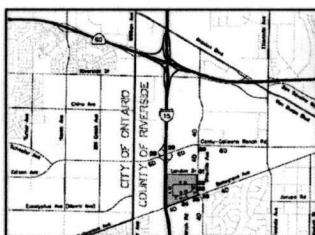
Completion Date
In Progress

The section of Madison Street between Avenue 50 and Avenue 52 does not currently conform to the City of La Quinta nor the City of Indio's General Plan Circulation Elements. WEBB is addressing these deficiencies, recommending changes to the standards for this project, as well as providing coordination for the installation of a double box culvert on the Coachella Valley Water District's Canal along Madison Street as it crosses Avenue 50. WEBB is currently determining if the existing easterly curb and gutter as part of Phase I of the double box culvert needs to be relocated.

The existing Bureaus of Reclamation (B.O.R.) All American canal property line and I.I.D. power poles along Madison Street south of Avenue 50 is located 30' from the centerline. This creates a "pinch" point to accommodate two travel lanes in each direction, a center left turn lane or median, and two 8' bike/golf cart lanes. This may have a potential impact on the B.O.R. agreement, environmental clearance, and permits. WEBB is reviewing different alternates including "skewing" realignment of centerline, sub-standard roadway, and/or parkway widths. In addition, the City of Indio would like to install a 10' multiuse path on the eastside of Madison within 23' from face-of-curb.

There are several residential developed and undeveloped tracts located on the west side and El Dorado/Empire Polo Club properties are located on the east side of Madison Street between Avenue 50 and Avenue 52. Different alignments are needed for the justification of additional right-of-way. Communication with the property owners for right-of-way, utility easement, and temporary construction easements are very important to this Project.

Utilities are the most important part of this project. There are several overhead and underground utilities located along Madison Street. Imperial Irrigation District (I.I.D.) power poles with transmission and distribution lines are located on the west side of the street (25' from the centerline). There are power poles along Avenue 50 and Avenue 52. Underground Verizon lines are located on the eastside of the roadway and a gas line is located on the west side of the roadway. There is a 18" waterline, 18" VCP sewerline, 21" VCP sewerline, and irrigation lines located along Madison Street. I.I.D. poles and other utilities will most likely need to be relocated. It is very important that we establish the prior rights to determine who is financially responsible.

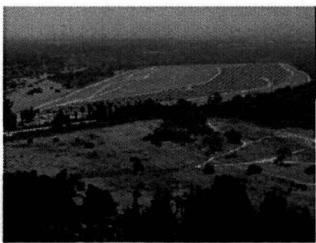


Thoroughbred Farms Specific Plan & EIR *Mira Loma, California*

Client Contact
Alan Sharp, IDI
26632 Towne Centre Drive, Ste 320
Foothill Ranch, CA 92610
949.614.8200 ext 8201
asharp@idi.com

Completion Date
EIR Certified Fall 2012
Final Spring 2013

The Thoroughbred Farms Specific Plan is a 108.2-acre master planned business community in the City of Jurupa Valley generally located southeast of Interstate 15 and State Route 60. The plan includes light industrial, business park, commercial/retail, commercial/tourist land uses. WEBB prepared the DEIR for the County of Riverside and is processing the Final EIR with the City of Jurupa Valley due to city incorporation. A project specific Vehicle Miles Traveled (VMT) was developed for this project and used in the Air Quality and Greenhouse Gas (GHG) analysis. WEBB also prepared and developed the methodology for a Freeway Analysis in 2011 to address comments on the DEIR.



Tequesquite Landfill Photovoltaic System *County of Riverside, California*

Client Contact
Blake Yamamoto, P.E.
Senior Water Engineer
City of Riverside Public Utilities
Department
951-826-5549

Completion Date
September 2010

WEBB worked with the City of Riverside Public Utilities Department to provide environmental consulting services and prepare CEQA documents for the Tequesquite Landfill Photovoltaic System. This project entails construction and operation of a 10 megawatt (MW) photovoltaic (PV) system on the top of the closed Tequesquite Landfill and utility line replacements or upsizing. The closed landfill is located within the City of Riverside adjacent to the Jurupa Regional Park and the Santa Ana River. The landfill is also within the Airport Influence Area and Compatibility Zone E of two airports - Riverside Municipal and Flabob.

WEBB's scope of services for this project includes CEQA compliance, air quality modeling, preparation of a visual impact assessment including visual simulations, and compliance with the Western Riverside Multiple Species Habitat Conservation Plan (MSHCP). CEQA compliance includes preparation and circulation of an Initial Study and Mitigated Negative Declaration, preparation of a Mitigation Monitoring and Reporting Program (MMRP), preparation of responses to comments, and preparation of all required CEQA notices. Because of the proximity of the project site to two airports, WEBB assisted the city in making findings of the project's consistency with the Airport Land Use Compatibility Plan. The Public Utilities Department has not selected a solar vendor for this project or made a final determination as to the manner in which the electricity generated will be transmitted to the electrical grid; therefore the Initial Study identified mitigation measures that became part of the specifications for the final design of the PV system and evaluated four alternative transmission route options.

WEBB is currently assisting the Public Utilities Department in providing support during the bidding process and will assist if revisions to the closure/post-closure plan for the landfill is needed.



Imperial Hardware *Riverside, California*

Client Contact
Steve Hayes, AICP, City Planner
City of Riverside Planning Division
3900 Main Street, Riverside, CA 92522
951.826.5775

Completion Date
Draft EIR
February 2012

WEBB provided environmental services for the Imperial Hardware Project which proposes the demolition of a 26,000-square foot, two-story plus basement (12,687 square feet) vacant retail building (3750 Main Street a.k.a. Imperial Hardware Building), a 7,050-square-foot single-story retail building (3730 Main Street, a.k.a. Pioneer Building) located north of the Imperial Hardware Building, and a 14,700 surface parking lot located south of the Imperial Hardware Building and the redevelopment of the site to the maximum intensity allowed within the Downtown Specific Plan. Specifically, the project includes a four-story building planned to include a total of 140,000 square feet consisting of approximately 25,000 square feet of retail/restaurant use at ground level, oriented toward Main Street and an additional 115,000 square feet of office space above the retail/restaurant uses.

The project also includes four (4) levels of underground parking totaling 320 spaces. In addition to preparing the Initial Study and EIR, WEBB prepared technical studies in house to analyze the proposed project's impacts to traffic, air quality, greenhouse gas emissions, and noise during construction and long-term operation, which involved conducting on-site noise monitoring. WEBB also coordinated with sub-consultants to adequately and quantifiably analyze potential environmental impacts. The Notice of Preparation was released for comment in June 2011. The first screen check Draft EIR was submitted to the City for review in February 2012. As a result of the changes in California Redevelopment Agencies, this project was placed on hold.



Riverside Public Library Demolition EIR

City of Riverside, CA

Client Contact

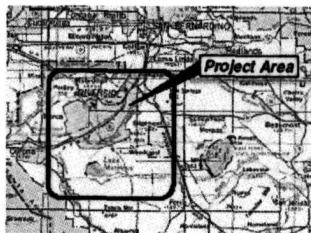
Mr. Steve Hayes, AICP, City Planner
City of Riverside Planning Department
3900 Main Street
Riverside, CA 92522
951.826.5658

Completion Date

On Hold

The Riverside Public Library officially opened its doors on June 1, 1889 on Eighth Street (now University Avenue). In 1903, the library was moved to its current site, housed in an Andrew Carnegie library building. This project involves the demolition of the existing Riverside Public Library's Downtown Branch. A new and expanded library building will replace the existing library building, parking and entry plaza area. The proposed library plan includes approximately 100,000 square feet and 93 parking spaces. An option for underground parking will also be considered. The planned architectural style will be consistent with the development standards and design policies contained within the Downtown Specific Plan. Furthermore, the building will be designed to LEED Certifiable standards.

WEBB is currently preparing the required CEQA documents and technical studies for this project, including preparation of an Initial Study (IS) using the City's Environmental Assessment Form; preparation of a Draft Environmental Impact Report (DEIR); preparation of responses to comments received on the DEIR; and preparation of the Final EIR. Technical studies include Traffic Impact Analysis, Shared Parking Study for the existing library location (if required parking cannot be provided on-site), Air Quality and Greenhouse Gas Analysis, Acoustical Impact Analysis, Historic Resources Evaluation Report, and Archaeological Survey Report.



City of Riverside General Plan Update Recirculated EIR

Riverside, California

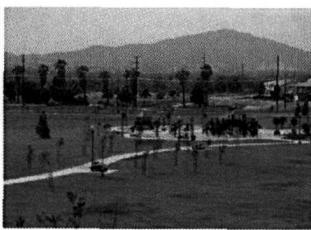
Client Contact

Ms. Diane Jenkins
Principal Planner
City of Riverside, Planning
951.826.5625

Completion Date

November 2007

In 2006, the City of Riverside Planning Department requested that the Planning & Environmental Services Department at WEBB prepare revisions and recirculate the General Plan Draft Environmental Impact Report (EIR). The previously-circulated EIR needed updates and clarification of some of the major assumptions underlying the General Plan Land Use Designations. Updates to the General Plan Land Use Designation assumptions required the sections of the EIR which rely on that information to be updated accordingly. Sections requiring major revisions included: air quality, noise, land use, utilities, traffic and alternatives. A global climate change section was also added to the air quality analysis. The City had two general goals for this process: 1) to have a legally defensible EIR and 2) to minimize the time spent on preparing such a document. WEBB completed the EIR on time and it withstood legal challenge, thus meeting both of the City's goals.



Ryan Bonamino Park at the Tequesquite Arroyo

Riverside, CA

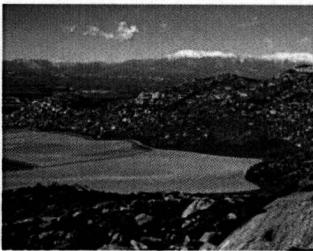
Client Contact

Mr. Andrew Emery, Senior Park Planner
City of Riverside - Parks and Recreation
951.826.2038
aemery@riversideca.gov

Completion Date

Completed

WEBB prepared the EIR for the City of Riverside proposed development of a public park, located on approximately 40 acres of city property generally east of the Santa Ana River and south of Mount Rubidoux. The park included two baseball diamonds and concession stand on the east; open turf grass and play equipment on the west; entry plaza, parking lot for up to approximately 350 cars and two (2) basketball courts at the center; and park trails along the perimeter of the site. The project also included the restoration of an alkali meadow wetland which required regulatory permits. The project included permitting and preparation of the air quality/greenhouse gas analysis.



The Villages of Lakeview Specific Plan and Environmental Impact Report Lakeview, California

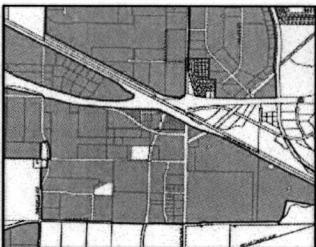
Client Contact
Mr. Andy Petitjean
Vice President
Planned Community Development
Lewis Operating Company
(909) 946-7540

Completion Date
February 2010

WEBB prepared the Specific Plan and Environmental Impact Report in compliance with CEQA for The Villages of Lakeview. It encompasses approximately 2,800 acres and will allow for a maximum of 11,150 dwelling units ranging from 5 dwelling units an acre to 40 dwelling units an acre to be constructed within the specific plan villages. Within the project, there will be a mix of residential and non-residential uses. WEBB engineers prepared all preliminary engineering studies for the Specific Plan, while WEBB planners created very innovative approaches to address the longevity of the plan (approximately 20 years). These include an Administrative Element that allows for dwelling unit transfers to such an extent that has never been allowed in Riverside County before. In addition to the flexibility in development densities, the Specific Plan also has a "Village Refinement Process" which requires future developers within the Specific Plan to provide definitive architecture and landscaping guidelines at each future phase of development. This includes the potential for a mixed-use village at the center of the project.

The EIR addressed many challenging issues such as the proximity of the project site to the San Jacinto Wildlife Area related to the wildland/urban interface; water quality impacts to San Jacinto River and watershed from storm water runoff; the effect on the project of hunting in the Wildlife Area; loss of prime agricultural lands; loss of sensitive soils; highly sensitive cultural resources on-site; Ramona Expressway as a scenic highway; rural community edge; and the wildlife corridor between Mystic Lake and Lakeview Mountains including its relationship to the Western Riverside Multi-Species Habitat Conservation Plan. Other analyses included a comprehensive traffic analysis and a global warming analysis.

WEBB engineers prepared master plans for grading, transportation, water, wastewater, recycled water, drainage and stormwater quality improvements needed to develop the site as planned. WEBB also completed a boundary survey, record map, topographic survey and encumbrance plotting over the entire site. Grading master planning included a complete mass grading plan, cut and fill quantities, and a phasing plan. Transportation master planning included preparation of regional traffic studies consistent with Riverside County Transportation requirements and preparing a circulation plan, road cross sections and other information used to prepare and process a circulation element general plan amendment. Water, wastewater, and recycled water master planning included determination of system demands, facility sizing, and phasing plans. WEBB worked with Eastern Municipal Water District to obtain approval of the master plan.



Community Facilities District No. 1 Jurupa Community Services District

Client Contact
Mr. John J. Schatz
(Former General Manager JCSO)
Santa Margarita Water District
26111 Antonia Parkway
Mission Viejo, CA 92690
T: (949) 683-0398
E: jschatz13@cox.net

Community Facilities District No. 1 was formed to provide water, sewer, street and storm drain improvements for 3,000 acres of commercial and industrial developments in the Mira Loma area of unincorporated Riverside County. WEBB provided the survey services for the establishment of centerline control, setting aerial targets, and overseeing the aerial mapping company's preparation of strip mapping for planned improvements. WEBB's mapping department performed the necessary computations to establish the right-of-way and property lines along the existing roadways for water, sewer and street improvements, as well as the legal descriptions and plats for the acquisition of reservoir and well sites. WEBB also provided utility research and plotted utility line locations onto the base maps. The Final verification of locations was performed by potholing during design of the facilities. The project survey, mapping, and utilities were used in the design of 45,000 lf of 8-inch to 24-inch diameter sewer, 60,000 lf of 16 to 30-inch diameter water, two 6 MG and one 5 MG reservoir, booster station, two well sites, and 12 miles of street improvements.



Formation, Administration, and Annexation Services for Special Districts City of Desert Hot Springs, California

WEBB provides a full complement of Special District Services for the City of Desert Hot Springs' **Citywide Landscaping and Lighting District, Drainage Benefit Assessment District** containing 17 zones, **Landscape Maintenance District** containing 18 zones, three **Assessment Districts**, two **Community Facilities Districts**, two public safety measure tax districts, and three tax roll billings for disposal and nuisance abatement services. In aggregate, 13,877 parcels are administered and maintained in our database.

Client Contact

Mr. Terrance Beaman,
Director of Finance & Administration
City of Desert Hot Springs
(760) 329-6411

Services Provided

Formation, Administration, and
Annexation Service for
Special Districts

- WEBB formed 1 bonded CFD and 1 Maintenance CFD for the City.
- WEBB efunded 1 CFD for the City.
- WEBB enrolled 32,800 charges/\$4.8 million Fiscal Year 2010-11 Secured Tax Roll for City

Formation Services

Our formation work includes coordinating the cost of facilities to be constructed with the Public Works Department, or with a Developer or the Developer's consultant. WEBB projects the planned built out scenarios to determine taxing capabilities, in order to maintain the taxing limits outlined by the City's policies. In addition, WEBB provides projections of tax revenues to ensure sufficient funds will be generated to meet debt service, as well as a back-up tax to be included in the preparation of the Rate and Method of Apportionment (RMA) of Special Tax. Through the implementation of our GIS platform, we prepare and record the Districts' boundary maps. We then prepare the CFD Reports outlining the proposed facilities to be financed and/or maintained. Lastly, we prepare and record the Notice of Special Tax Lien. Our formation team participated in all meetings with City Staff from the Public Works Department and other members of the formation team either in person or by conference call, and City Council meetings.

Parcel Audit Services

WEBB performed a Parcel Audit of the Public Safety Measure Tax (PTAX) area for the purpose of determining whether or not all eligible parcels were taxed accurately for consecutive Fiscal Year Levies. Our analysis determined there were properties not levied correctly as follows; i) many properties eligible to be taxed were not levied for one or both Fiscal Years; ii) the application of the **residential vacant classification was not in accordance to the approved rate from the Ordinance**; iii) many properties were levied incorrectly due to being assigned a land use classification not consistent with either the use code assigned by the County or the approved Land Use designation consistent with the City's General Plan Map; and iv) properties were assigned an incorrect acreage value. We determined a total of \$435,678 in eligible corrections for the two years levy of the PTAX.

Administration Services

WEBB provides full administrative services including data maintenance, preparation of the annual Engineer's Reports, preparation of Resolutions ordering the levy collection of assessments, preparation of staff reports, annual levy preparation and submission to the Auditor-Controller's Office, the researching of exceptions; reconciliation of the total levy submitted amount compared to the enrolled amounts, preparation of an annual levy report for use by the client, etc.

preparation and mailing of invoices (handbills) to all property owners could not be applied to the County tax roll due to taxability codes, apportionments for any subdivision of land and reallocation of the assessment lien, budget analysis, delinquency monitoring and management, bond funds tracking, bond call preparation and services, and annual continuing disclosure report preparation and dissemination. Special Tax prepayment calculations (if allowed) and release of lien(s), Notice of Special Tax lien, public information services, foreclosure covenant compliance, CDIAC reporting compliance, GIS Mapping Services for the Police Department and Public Works Department, tax roll billings for disposal and nuisance abatement services, and attendance of City Council meetings as requested.



Formation and Administration Services

Riverside County Flood Control & Water Conservation District, California

WEBB has been providing formation and administration services for the district for the last six years. Our team has formed one Community Facilities District (CFD) in addition to being selected as the prime consultant for the formation of a CFD for the purpose of maintaining first flush basins. We have also provided administration services for several of the District's assessment districts: Assessment Districts 4-1, 4-2, 4-3, 4-5.

Client Contact

Jeanine Rey, Finance Director
Riverside County Flood Control & Water Conservation District
1995 Market Street
Riverside, CA 92501
951.955.1200
jreyhawk@rcflood.org

Services Provided

Formation
Administration
Parcel Audit

We provide administration services for the National Pollution Discharge Elimination System Program(NPDES), as well, which encompasses the Santa Ana Water Shed, Santa Margarita Water Shed, White Water River Water Shed. WEBB also provides services for Benefit Assessment (Zone 3), Lake Elsinore area. Currently, WEBB provides full administration services for the District regarding their NPDES Program District and (Zone 3) Assessment District. Full administrative services include maintenance, budget analysis, reserve monitoring, annual levy preparation, and submission to the Riverside County Auditor Controller. We prepare apportionment bonds calls and the required analysis.

WEBB conducted a Parcel Audit and Analysis for the NPDES Program for Santa Ana Watershed Benefit Assessment Area, Santa Margarita Watershed Benefit Assessment Area, and Whitewater Watershed Benefit Assessment Area. The Parcel Audit and Analysis identified the boundaries for each BAA, all parcels within the boundaries, the individual parcels corresponding land use information (use code, PUI, acreage, etc.), and determined whether they should be levied according to the method of apportionment for each BAA. As a result of the parcel audit the District realized an increase of 34,331 newly identified taxable APNs for a total assessment increase of \$168,501.24 from the previous Fiscal Year. This was a 7.38% increase in the number of APNs and a 5.48% increase in assessments levied.



Formation, Administration, and Annexation Services for Special Districts

County of Riverside Executive Office, California

WEBB has provided formation and administration services for the past 28 years. Some of our recent projects include the formation of the County's Transportation Uniform and Mitigation Fees (TUMF) for highway improvements, widening interstate interchanges, and ramp modifications. Additional CFD formations performed for the County, were to finance bridge facilities and all related appurtenances, street improvements including grading, paving, traffic signalization and signage, as well as the purchase of land and rights-of-way. CFDs were also formed to finance water facilities, sewers, storm drains, street lights, parks, and landscaping.

WEBB projects the planned built out scenarios to determine taxing capabilities, in order to maintain the taxing limits outlined by the County's policies (Special Tax Models). In addition, WEBB provides projections of tax revenues, to ensure sufficient funds will be generated to meet debt service, as well as a back-up tax to be included in the preparation of the a Rate and Method of Apportionment (RMA) of Special Tax. Through the implementation of our GIS platform, we prepare and record the Districts' boundary maps. We then prepare the CFD Reports outlining the proposed facilities to be financed and/or maintained. Lastly, we prepare and record the Notice of Special Tax Lien.

Administration Services

WEBB provides full administrative services including data maintenance, annual levy preparation and submission, preparation of an annual levy report for use by the client, budget analysis, delinquency monitoring and management, bond fund tracking, bond call preparation and services, annual continuing disclosure report preparation, Special Tax prepayment calculations (if allowed) and release of lien(s), public information services, Notices of Special Tax, CDIAC reporting compliance and attendance at County Board meetings as requested.



Client Contact
Mr. Brent Mason
Assistant Finance Director
City of Riverside
951.826.5750

Services Provided
Formation
Annexation
Administration

Formation, Annexation and Administration Services (City of Riverside) Riverside, California

WEBB has been providing formation, annexation and administration services for the past 15 years for the City of Riverside. We have formed several Community Facility Districts (CFD), 1913/1915 Act Assessment Districts (AD), and 1972 Act Landscape and Lighting Maintenance Districts (LLMD). The City's CFDs and ADs provide funding for the construction and acquisition of improvement facilities as well as maintenance services throughout the City. The types of facilities financed through the use of special districts include roadway improvements, storm drain, water, landscape and irrigation improvements, wall rehabilitation, street and display lighting. The City's Street Light Assessment District (SLAD) and LLMD's provide for the operation and maintenance costs of the City's street lighting and landscaping throughout the entire City.

WEBB's formation and annexation work includes preparation of the CFD Report or the Engineer's Report including the outline of the plans & specifications, collection and review of data related to the formation and Rate and Method of Apportionment (RMA), or the determination of Benefit received and the Method of Assessment, preparation and recordation of boundary maps and assessment diagrams, tax roll (Prop 218) preparation, assistance in the preparation and tabulation of ballots and annual annexation services.

Administration Services

We currently perform full administrative services for six City Assessment Districts and three City Community Facilities Districts. WEBB also performs full administrative services for two LLMDs, one SLAD and one City-wide library tax (all including annexations). Full administrative services includes data maintenance, budget analysis, reserve monitoring, annual levy preparation and submission, apportionments, bond call preparation and analysis, Continuing Disclosure preparation, preparation of an annual levy report for the City's use and attendance at City Council meetings as requested.



Formation, Administration, and Parcel Audit Services for Special Districts Eastern Municipal Water District, County of Riverside, California

WEBB performed levy and parcel audit services on each newly assumed district using our **Webbstar™** software and our in-house GIS Platform. The levy and parcel audits resulted in the discovery of a total of \$121,069.38 in special taxes was incorrectly levied over the previous two years for three CFDs and the current fiscal year levy for three additional CFDs.

Client Contact
Mr. Charles Turner,
Special Funding District Analyst,
Eastern Municipal Water District
(951) 928-3777
turner@emwd.org

Services Provided
Formation, Administration, and
Parcel Audit Service for
Special Districts

Our CFD formation work includes; coordination of the cost of facilities to be constructed with the Developer or the Developer's consultant. WEBB projects the planned built out scenarios to determine taxing capabilities, taking into consideration any overlapping debt, in order to maintain the taxing limits outlined by EMWD's policies and procedures. In addition, WEBB provides projections of tax revenues, to ensure sufficient funds would be generated to meet debt service, as well as a back-up tax to be included in the preparation of the a Rate and Method of Apportionment (RMA) of Special Tax. With the assistance of our GIS personnel, we prepare and record the Districts' boundary maps. WEBB prepares the CFD Reports outlining the proposed facilities to be financed and/or maintained. Lastly, we prepare and record the Notice of Special Tax Lien.

WEBB provides full administrative services including data maintenance, annual levy preparation and submission, preparation of an annual levy report for use by the client, budget analysis, delinquency monitoring and management, bond fund tracking, bond call preparation and services, annual continuing disclosure report preparation, Special Tax prepayment calculations (if allowed) and release of lien(s), public information services, Notices of Special Tax, CDIAC reporting compliance and attendance at District Board meetings as requested.



Formation, Annexation, and Administration Services for Special Districts City of Corona, California

The formation of Community Facilities Districts for the City of Corona, (the City) included both bonded and non-bonded CFDs. The bonded CFDs were formed to finance infrastructure, including domestic water facilities, sanitary sewers, storm drains and street improvements to include grading, paving, street signalization and signage as well as parks and open space. The non-bonded CFDs were formed to maintain landscaping within the City. One of the City's LLMDs was formed to maintain landscaping and two of the City's LLMDs were formed to maintain street lighting.

- WEBB has formed 4 bonded CFDs for the City.
- WEBB has formed 4 maintenance CFDs for the City.
- WEBB has performed 82 annexations into the City's non-bonded CFDs.
- WEBB has formed 1 LLMD for the City.
- WEBB has formed 1 Business Improvement District
- WEBB has performed 39 annexations into the City's 3 LLMDs.

Our formation services for CFD's include; coordination of the cost of facilities to be constructed, projecting the planned built out scenarios to determine taxing capabilities, projection of tax revenues, preparation of the Rate and Method of Apportionment (RMA) of Special Tax, preparation and recordation of the Districts' boundary map, preparation of the CFD Report and the preparation and recordation of the Notice of Special Tax Lien.

In addition we provide a full scope of services for LLMD formation/annexation work including; **review of the outline of the plans & specifications, collection and review of all data related to the formation, preparation of the Engineer's Report including the establishment of special and/or general benefit (Assessment Methodology), preparation and recordation of assessment diagrams, assessment roll preparation, assistance in the preparation of ballots for the public hearing and annual annexation services.** WEBB's formation team also participates in meetings with the City's personnel and other members of the formation team either in person or as conference call participants. At least one team member is present at the City Council meetings for adoption of the resolution, as well as the public hearing.

We currently perform full administrative services for the 4 maintenance CFDs (including annexations) and the 3 LLMDs (including annexations). Full administrative services for the non bonded CFDs include; **data maintenance, researching parcel changes, if any, assign benefit units to any new parcels based on the RMA, updating maps, applying correct escalation rate, preparation of Exhibit for the Ordinance to be adopted by the local agency, tax roll preparation and submission, research and reconcile any rejected parcels, and preparation of an annual levy report for the use by the City and attendance at City Council meetings and Public Hearings as requested.** Full administrative services for the LLMDs include; meet with the City to review annual budgets, perform a budget analysis, research parcel changes, if any, establishment of special and/or general benefit for all new parcels, **preparation of annual Engineer's Report, data maintenance, assessment roll preparation and submission, preparation of an annual levy report for use by the City and attendance at City Council meetings and Public Hearings as requested.**

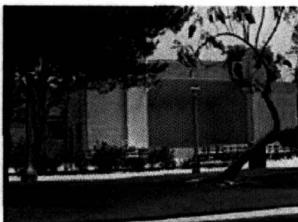


Apple Valley North Early Education Center Apple Valley, California

Client Contact
Gino Bastianon
Frick, Frick, & Jetta Architects
19153 Town Center Drive, Suite 101
Apple Valley, CA 92308
760.240.6211

Completion Date
2012

The Apple Valley North Early Education Center located in the high desert community of Apple Valley, CA is a Special Education Facility for The San Bernardino Superintendent of Schools. The WEBB Landscape Architecture Team worked closely with the architect to develop a landscape that would complement the architecture of the buildings, but be able to withstand the hot dry summers, freezing winters, and high wind conditions. The landscape had to not only be beautiful but be maintainable and enduring. Large boulders, rock blankets, and decomposed granite were used as the foundation of the landscape. Erosion control from wind and water is provided by the rock blankets on the many slopes within the project. The dramatic texture and shadows created with the rocks is complemented with many multi trunk desert appropriate shade trees that can withstand the local high winds. Low maintenance and water conserving shrubs are planted within throughout the project to provide flower and foliage color. The irrigation system is designed to be very efficient and it is controlled by a weather-based smart controller. The project was completed in February of 2012.



Comprehensive Park and Facilities Master Plan Colton, California

Client Contact
Mr. Bill Smith, City of Colton
Community Services Department
670 Colton Avenue
Colton, CA 92324
909.370.6153

Completion Date
2011

As the landscape architect and project manager, WEBB worked closely with the city of Colton to prepare their first ever Park and Recreation Facilities Master Plan. The project included several community workshops, meetings with staff, an inventory of all of the parks and facilities, interviews with Colton staff, Commissioners and City Council members, Preliminary Master Plans, Final Master Plans for all 12 of the City parks, and cost estimates. Several presentations were made to both the Parks and Recreation Commission and the City Council for the approval of the master plan. A survey of park dwelling fees for cities in three counties was provided as part of the master plan services.



Bagdouma Park Renovation City of Coachella, California

Client Contact
Mr. Eduardo Garcia, Mayor
City of Coachella
1515 Sixth Street
Coachella, CA, 92236
760.398.3502

Completion Date
2007

Bagdouma Park is the largest most heavily used park in the City of Coachella. At 34 acres in size, many of the facilities were run down and in disrepair. Greg Meek as the project landscape architect was responsible for the design development, construction documents, bidding assistance, and construction observation. The goal of the multi-million dollar renovation project was to renovate the existing baseball/softball fields, add a prefabricated restroom and concession building, provide two sand-based soccer fields, a separate football field, new playground equipment, shade structures and site furnishings. As part of the project, a turf area reduction plan was prepared, low water use native plants were added, and a completely new irrigation system was installed and constructed. To improve circulation, provide an extensive walking trail, and create separation between the turf and native planting areas a large decomposed granite pathway was designed around the perimeter of the park. The pathway was also designed to be used by maintenance vehicles, keeping them from damaging the new turf areas. Because of heavy alkali soils, high soil salts, and poor drainage, trees, shrubs, and even the turf had to be carefully selected for this project. Since the completion of the renovation in 2007, the park is an even more popular destination of the Coachella community.



Evaluation and Improvement of Eight City Parks

City of Indio, California

Client Contact

Mr. Mariano Aguirre, City of Indio
Community Services Department
100 Civic Center Mall
Indio, CA 92201
760.391.4120

Completion Date

2010

WEBB evaluated eight of the existing parks and park sites for the City of Indio including ADA accessibility, safety, how well the parks meet the resident's recreational needs, potential recreational opportunities and maintainability. For each of the park sites, the City of Indio was provided with a park inventory, a safety and accessibility evaluation, suggested improvements, a Conceptual Master Plan illustrating the proposed improvements and an estimate of probable costs for the proposed improvements.



Grand Terrace Fitness Park (3-Acre Park Design)

Grand Terrace, California

Client Contact

Mr. Richard Shields
Director of Public Works &
Building and Safety Department
City of Grand Terrace
22795 Barton Road
Grand Terrace, California 92313
909.825.3825

Completion Date

In Progress

The City of Grand Terrace's budget for operating and maintaining a new park was limited, if available at all. The City, however, could not turn down the state grant funding they had received for this project. WEBB's Landscape Architecture Team is currently working with the residents and staff of Grand Terrace to create a fun and exciting park and provide continuous benefits to the City of Grand Terrace with low operating and maintenance costs. Because of the limitations of maintenance funds, we understand the importance of low maintenance improvements that can be built by installing automated time lock on gates, on-site weather station and smart controller to automatically adjust the watering times daily to match the weather, use of rock cobble around landscaping to reduce trimming, and careful selection of trees, shrubs, and ground covers to minimize pruning. This is accomplished through creative engineering techniques and a collaborative effort between the public agencies and the community. Projects of this type in well established neighborhoods require more than just creative engineering techniques, however. They require support and cooperation from the local community as well. WEBB has a long history of working with agencies to provide Community Outreach and working with the community to develop a project that not only meets the objectives of agencies, but also has support of the Community.



Limonite Avenue Beautification Project

Economic Development Agency, Riverside County, California

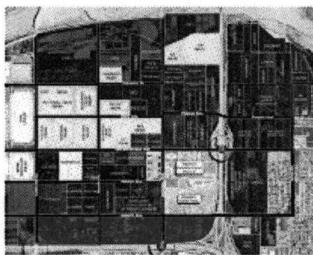
This 4000-foot beautification project for the Riverside County Economic Development Agency included street, drainage and landscape improvements. WEBB was responsible for the landscape architecture, planning, design, specification, bidding, and construction staking and construction management of the work on behalf of the County of Riverside. Included in this project was approximately 4,000 LF of landscaped/cobble-lined median swale with connections to the underground storm drains.

Client Contact

Scott Staley, County of Riverside EDA
951.955.2092

Completion Date

2003



The "Donut Hole" Industrial Area, San Bernardino County Special Districts Redlands, California

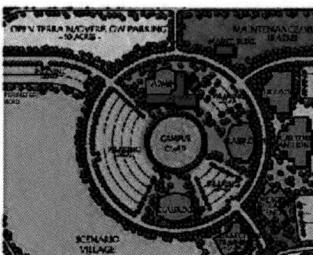
Client Contact
Jim Oravets, Division Chief
County of San Bernardino
Special Districts
909.387.5940

Completion Date
2008

WEBB Associates was instrumental in the development of the 3000± acres of citrus groves located in Western San Bernardino County known as "The Donut Hole". The unincorporated area that is surrounded by the City of Redlands was lacking the infrastructure necessary to serve the proposed General Planned land use for Industrial/Development. Water and sewer services were to be provided by the City of Redlands under a special resolution previously approved. While working for several developers interested in creating large distribution centers, WEBB began to create master plan level designs for roadways, sewer, water, and storm drain facilities. WEBB worked with SANBAG to develop a voluntary transportation program fee that enabled the first developers to receive credits and reimbursements for the critical infrastructure roadway that they constructed. WEBB also worked with the major property owners to create an agreement with the San Bernardino County Flood Control District to construct two major drainage facilities and share the cost among current and future development projects. These facilities discharged directly into the Santa Ana River. Over the course of four years, WEBB provided entitlement and design services for several warehouse/distribution facilities totaling more than six million square feet.

Additional Projects within this area:

- *Alabama Street Industrial Site - Industrial Developments International (IDI)*
- *Home Depot Distribution Center - Prologis*
- *Palmetto Distribution Center - Oakmont*
- *Pioneer Business Center - Davis Properties*
- *Pioneer Distribution Center (Planning & Entitlement) - RCI*
- *California Palms I Distribution Center - Trammel Crow*
- *California Palms II Distribution Center - Trammel Crow*
- *Palmetto - Howard Industrial Partners*
- *Watson North Industrial Center - Watson*
- *Watson South Distribution Center (Planning) - Watson*



Ben Clark Training Center Riverside, California

Design survey and construction of 6,600 feet of roadway improvements, including storm drain, water lines and construct of a fire drill area for Riverside County Facility Management. Boundary survey and aerial topographic mapping was provided and utilized in conjunction with ground topographic survey data collected by field survey crews to provide preliminary design data. Construction included control point basis coordination, water and storm drain line staking, rough grade staking for roadway improvements and grading certifications.

Client Contact
Chief Ron Dye
Sheriff's Department
County of Riverside
(951) 955-2416

Completion Date
EIR/Specific Plan 2002
Infrastructure Plan 2007



Sycamore Canyon Business Park

City of Riverside, California

Client Contact

Mike Katusian,
City of Riverside, Public Works
951.826.5483

Robert Wales,
Assistant City Manager
City of Riverside
951.826.5554

Completion Date
2005

Sycamore Canyon is a 700-acre business, commercial, and industrial park within a redevelopment area of the City of Riverside. In addition to preparing the Assessment Engineer's Report, boundary map, and coordinating the posting of the site, WEBB's Special Assessment and Tax department coordinated the formation of an assessment district with City officials and staff, State Department of Fish and Game, and future tenants. WEBB prepared all improvement plans for the design of facilities including streets, water lines, sewer lines, and storm drains, as well as three water quality basins for treatment of storm water runoff at the interface between the Business Park and Sycamore Canyon Wilderness Park. In addition, WEBB is responsible for the design of a rail drill line to provide rail service to the area and design of a fire station, located within the Business Park. This project involved coordination with numerous public agencies. WEBB also provided site developed services for several of the individual facilities within the business park.

Additional Projects within this area:

- *Smith Foods Regional Distribution Center*
- *PepsiCo Bottling & Distribution Center*
- *Eastridge Distribution Center - Magmon Properties*
- *Sycamore Canyon Business Park - Trammel Crow*
- *Raceway Ford Auto Dealership*
- *Nissan Auto Dealership*



Perris Valley Commerce Center

City of Perris, California

This project consists of a City-initiated Specific Plan/EIR for approximately 3,500 acres located in the North Perris area. Current land use is characterized by agricultural, residential, commercial, and industrial uses. The intent of the Specific Plan is to provide high quality industrial, commercial, and office land uses to serve existing and future residents and businesses within the City, while promoting compatibility with existing uses. It is hoped that it will be recognized through the region for its aesthetic cohesiveness, superior land planning, and architectural design. The Plan promotes various land uses created specifically for the area; streamlines the entitlement development process to encourage rapid development; promotes sustainable development by use of 'Green' technology; promotes high-level development standards to ensure aesthetic cohesiveness; establishes an identity for the area through branding; and identifies infrastructure for water, sewer, storm drain and roadways. WEBB has also represented several industrial developments within this area.

Additional Projects within this area:

- *Lowes Regional Distribution Center - Lowes Properties*
- *Ross Regional Distribution Center #1 - Ross Industries*
- *Ritchie Brothers West Coast Auction House - Ritchie Brothers*
- *Rados Distribution Center (Planning & Entitlement) - Rados Brothers*
- *Perris Valley Logistics Center - Howard Industrial Properties*
- *Markham Business Center - Industrial Developments International (IDI)*
- *Home Depot Distribution Center - Industrial Developments International (IDI)*
- *Oleander Business Center - Storm Properties*
- *Stratford Ranch Industrial Park - Mission Pacific Properties*
- *Markham East Business Center - Industrial Developments International (IDI)*



March LifeCare Development Riverside County, California

This project is a state-of-the art integrated health care campus designed to serve I-215 Corridor residents, the community and the region, located on over 236 acres of former March Air Reserve Base property. The development of the Infrastructure Master Plan considered all forms of wet and dry utilities. Since the medical campus is to be phased in over time, the planning for utilities also considered existing uses and the plan to provide crossover services where old, undersized facilities are to be removed. This planning and design required close coordination with several stakeholders including the March Joint Powers Authority, the City of Moreno Valley, the March Air Reserve Base, Eastern Municipal Water District, Western Municipal Water District, and Riverside County Flood Control & Water Conservation District.

Client Contact
Don Ecker, Managing Director
March Healthcare Development
310.377.5151

Completion Date
3EIR/Specific Plan 2012
Project Master Plan 2012



Winchester Ranch Marketplace County of Riverside, California

The Winchester Ranch Marketplace is a 134,494 square foot commercial center on 18 acres in the County of Riverside. It was planned for four major retail buildings, four pads for future users, and three shops. WEBB prepared a conditional use permit including a preliminary grading and drainage plan, preliminary water quality control plans, and several studies including traffic impact analysis, air quality analysis, and acoustical impact analysis. WEBB also prepared a tentative parcel map to subdivide the project into eight parcels. Engineering considerations involved interface of the proposed residential tract located adjacent to the site which involved the grading design of up to 12' high retaining walls, and noise considerations.

Client Contact
Mark Frost, The Frost Company
949.495.5048

Completion Date
2009



Cloverdale Marketplace City of Eastvale, California

This project is located at the southwest corner of Limonite Ave. & Hamner Street in the City of Eastvale and is approximately 14 acres in size. The first phase of development consisted of the easterly 10 acres of the project site and included 8 buildings, the largest being a Ralph's grocery store at 52,700± SF. Our office was responsible for the preparation and processing of the entitlement and construction documents with the County of Riverside.

Client Contact
John Koenig, Koenig Companies
562.799.5596

Completion Date
2005

Phase 2 (the remaining 4± acres) of the commercial site included four buildings and is scheduled to start construction by the end of 2012. Development of Phase 2 included a Plot Plan and Tentative Parcel Map for processing with the City of Eastvale. WEBB worked closely with City staff to prepare and process these documents for approval. Once the entitlement approvals were obtained, construction documents were prepared by our office and processed through the City of Eastvale for approval and permitting.



Heritage Square Shopping Center

City of Menifee, California

Client Contact
Arthur Pearlman
Pearlman Corporation
310.260.2425

Completion Date
June 2010

Heritage Square consisted of a 132,580 square foot retail center on 20 acres. WEBB prepared a plot plan including preliminary grading plan for 43,830 square foot grocery store anchor, a drug store with a drive through, gas station and convenience store, three major retail buildings, a fast food restaurant pad, two multi-tenant buildings and two retail pad buildings. Three conditional use permits were required to permit the concurrent sale of beer and wine for off-site premises consumption for the gas station/convenience store; the sale of distilled spirits and beer and wine for off-premises consumption for the drug store, and for seasonal sales area and recyclable areas associated with the grocery store.

WEBB also prepared a tentative parcel map to subdivide the project into 4 parcels, as well as processed a change of zone from One-family Dwelling to Scenic Highway Commercial. Engineering considerations for this site included its close proximity to an existing school site, existing Southern California Edison major transmission poles located within future road Menifee Road right-of-way, and attention to the aesthetics along McCall Blvd, a designated scenic corridor. In addition, the project was originally filed in the County of Riverside, but prior to the project going to the public hearing, the City of Menifee incorporated and the project is under the jurisdiction of a newly formed city that required extensive coordination with newly formed Planning and Engineering Department, the newly formed Planning Commission, and the implementation of new city ordinances and policies. WEBB also prepared street improvement plans for Menifee Road in order to initiate the very long process of major electrical transmission line relocation.



Eastvale Commerce Center EIR

City of Eastvale, California

The Eastvale Commerce Center is a 205-acre Specific Plan for commercial, industrial and business park development located in the City of Eastvale. WEBB is preparing an Environmental Impact Report for the Eastvale Commerce Center Specific Plan and related entitlements as well as the supporting technical studies for traffic, air quality, health risk assessment, hydrology, water quality, and acoustical.

Client Contact
Jerry Guerracino, City of Eastvale
951.361.0900

Completion Date
2012 (EIR)



Walmart Distribution Center

Riverside County, California

This 220,230 square foot warehouse distribution building expansion was processed for a Walmart Distribution facility. It was an expansion of a previously constructed 534,907 square foot facility which WEBB entitled and engineered. The expansion required processing a revised plot plan through the County of Riverside for approval. WEBB's services also included the preparation and processing of construction drawings: grading, drainage, streets, and storm drain improvement plans.

Client Contact
Bill Patton, Pacific Newport Properties
949.474.2000

Completion Date
1999



Nexus Archibald Commercial Center County of Riverside, California

Client Contact
Cindy Nelson
Nelson Development
714.546.5600

Completion Date
Project on Hold

A Plot Plan was processed and approved through the County of Riverside consisting of over 260,000 sqft of mixed-use commercial, retail and light industrial on 40 acres at the southeast corner of two major roadways-Limonite Avenue and Archibald Avenue. WEBB prepared a plot plan exhibit and summittal package including preliminary grading plan, drainage, and water quality plan, along with a tentative parcel map to subdivide the project into 13 parcels, a general plan amendment, a change of zone and an agricultural preserve diminishment changing the site from agricultural use to commercial and manufacturing service commercial. This project also involved coordination for Southern California Edison. An agreement was negotiated to allow parking within the easement. WEBB commenced preparation and processing of final engineering drawings, but due to the economic downturn the project was placed on hold. Plans included street improvement plans for Limonite Avenue and Archibald including a very complex design for said intersection.



Eastvale Gateway South - Final Design City of Eastvale, California

Client Contact
Rick Manners, Lewis Retail Centers
909.946.7562

Completion Date
Spring 2012

This project is located at the southeast corner of Limonite Avenue & Hamner Street in the City of Eastvale and is approximately 20 acres in size. The project is located within the I-15 Corridor Specific Plan, and our team was responsible for the preparation of the entitlement exhibits, documents and Traffic Study, as well as the processing through Riverside County. Prior to incorporation of the City of Eastvale, a Conditional Use Permit and Parcel Map application were filed and processed for the commercial site with the County of Riverside.

Preparation of Onsite and Offsite Improvement plans was also done by our team. The first phase of construction started in 2009 with Chevron, and continued with Walgreens, Taco Bell, McDonald's, Panda Express, and a retail shops building.

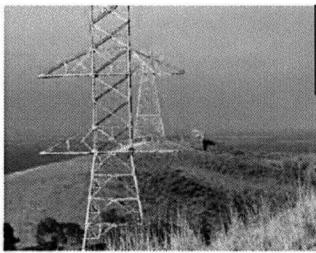


Riverside Water Quality Control Plant Riverside, California

Client Contact
City of Riverside
Mr. Warren Huang, Principal
Engineer
5950 Acorn Street, Water Quality
Control Plant
Riverside, CA 92504
T: (951) 351-6176
E: whuang@riversideca.gov

Completion Date
Ongoing

The City of Riverside is embarking on an expansion project at their Regional Water Quality Control Plant (RWQCP). The expansion project includes replacing 20 million gallons per day (MGD) of existing capacity with 26 MGD of new capacity. The improvements also include new solids processing facilities. As part of this design project, WEBB is responsible for all aspects of the civil design including: Record research to establish horizontal and vertical control consistent with the City's survey datum; Aerial targeting and mapping; Field topography mapping; Existing utility identification and mapping; Development of horizontal control drawings for existing and new facilities; Development of grading plans for new improvements; Development of yard piping drawings to connect existing and new facilities; Development of demolition drawings to remove abandoned and unneeded facilities; and Development of landscape plans. The Utility Master Plan (UMP) being developed for this project will serve as a complete basemap for the proposed improvements, as well as future design projects. The final deliverable for this task is a complete 3-D model of all existing and proposed underground utilities throughout the 105 acre treatment plant site. The UMP is a compilation of the following: 45 sets of record drawings from previous plant upgrades; Field survey to identify existing surface features; Extensive potholing (300 potholes) to identify utility locations and reconcile field information and record information; Interviewing plant staff to identify existing and abandoned utilities.



TRTP SEG 8 Chino Hills Project

Southern California Edison

Client Contact
Mr. Ian Grant, Project Engineer
Black & Veatch Corporation
5885 Meadows Road, Suite 700
Lake Oswego, OR 97035
T: (503) 443-6217
E: granti@bv.com

Completion Date
Ongoing

WEBB's scope of work for the TRTP SEG 8 Chino Hills Project was to provide the civil engineering work associated with undergrounding of the TRTP segment 8 transmission lines. The project was very complex and involved grading in hilly terrain, between houses, through parks, golf course and across many public roads. The project included many environmental constraints which WEBB incorporated into project plans and specifications by working closely with the SCE environmental team and consultant. The work included designing construction access roads along the 3.5 mile duct banks between two proposed transition stations generally located from just east of Pipeline Avenue to just west of Canon Lane in the City of Chino Hills. The purpose of the construction access road (width varied between 11.5 to 33.5 feet) was to facilitate excavation of duct banks trenches and installation of conduits. WEBB designed erosion control plans and measures associated with construction access roads to ensure no erosion or sediment flow into the natural drainages and streams. WEBB also designed the restoration and the permanent access road plans to be implemented right after the completion of duct banks construction to restore the ground surface as close to the pre-construction condition as possible. The construction and permanent access roads were designed to accommodate heavy construction, inspection, and maintenance equipment to install and pull the cables. This project is an example of WEBB's capability in dealing with sensitive complex projects and tight deadline.



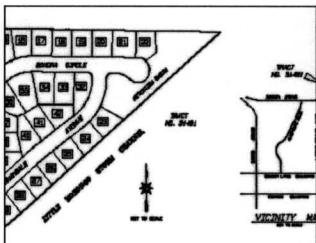
San Jacinto River Levee Stage 4 Project

City of San Jacinto, California

WEBB GIS was involved in several stages of a project for the City of San Jacinto to improve levees along the San Jacinto River. WEBB hydrologists used GIS data to model design alternatives and to map their results. The Planning and Environmental Department worked closely with the GIS team to do LESA, DBESP and EIR analyses and to create exhibits for documents and public meetings.

Client Contact
Mr. Habib Motlagh
Tri-Lake Consultants
951.654.3592

Completion Date
2012



AD 12 Sewer Improvements

Mission Springs Water District

Client Contact
Mr. Arden Wallum, General Manager
Mission Springs Water District
760.329.5169

Completion Date
2004

The Mission Springs Water District (MSWD) completed a "Sewer Improvement Project" report in June of 1997. The report identified 12 service areas where sanitary sewer improvements were needed to protect against widespread groundwater contamination from the dense concentration of private sewage disposal systems (septic systems) in the area. Assessment District No. 12 included providing the land survey and mapping services for sewer facilities, improvements for sewer mains, sewer laterals, manholes, street reconstruction and the financing of facilities charges for the acquisition of trunk line and treatment plant capacity, together with appurtenances and appurtenant work, all necessary for and to specially benefit properties within the boundaries of the Assessment District. The total amount of the assessment was approximately \$52 million. By applying for State and Federal grants, however, the District has been able to reduce the local obligation to approximately \$29 million. This equates to a cost of \$4,124 per equivalent dwelling unit over the more than 7,000 parcels within the Assessment District.

Appendix B. Key Personnel Resumes



Mr. Matthew E. Webb, PE, TE, LS

President/CEO

Matthew Webb, President/CEO and member of the Board of Directors of Albert A. WEBB Associates, graduated from Stanford University with a Bachelors and Masters of Science in Civil Engineering. Matt has been a full-time employee of Albert A. WEBB Associates since 1981, and has been President since 1999. He holds triple registrations and/ or licenses in Civil Engineering, Traffic Engineering, and Land Surveying in the State of California. Matt is also a Registered Civil Engineer in the states of Arizona and Nevada.

Matt has served as an expert witness in matters pertaining primarily to civil engineering practices, site development issues, and eminent domain, on behalf of many clients including the U.S. Department of Justice, U.S. Environmental Protection Agency, Caltrans, San Bernardino Association of Governments, Western Municipal Water District, Riverside County Flood Control & Water Conservation District, Metropolitan Water District of Southern California, Southern California Edison and Sheffield Homes.

Aside from his experience and enthusiasm for civil engineering, traffic engineering, and land surveying, Matt also has extensive knowledge and experience in the areas of planning and environmental services and special assessment and tax issues, all of which have made him a highly sought-after consultant representing both public and private clients throughout Southern California.

Matt is a member of the American Society of Civil Engineers, the Institute of Transportation Engineers, the International Right of Way Association, and the Monday Morning Group. He has served on the Board of the Consulting Engineers and Land Surveyors of California, and is currently serving on the Leonard Transportation Center Advisory Board at California State University, San Bernardino.

His extensive experience and breadth of knowledge has afforded him the opportunity to speak at numerous conferences and programs and to serve as a Guest Lecturer for the University of California, Irvine and University of California, Los Angeles. As an advocate for the Inland Empire, Matt spends much of his time representing the citizens of our region on a variety of issues related to transportation, the environment, planning, and civil engineering before local, state and national representatives. With over thirty years of experience, Matt is an invaluable resource to his clients and to the community at large.



Mr. Mohammad Faghihi, PE, LLS

Chief Operations Officer

Mr. Faghihi is the Chief Operations Officer for WEBB. Mo is a Registered Civil Engineer and a Registered Land Surveyor in the state of California. He is responsible for the internal operations of the firm, providing leadership and management of the firm's service department Directors to insure optimal manpower and technical resources necessary for the overall efficient management of projects. Mo has had overall responsibility for residential land planning for the past 25 years, including tract maps for all residential projects. His expertise also extends to mixed use specific plans and associated future facilities, from the planning through design. He has planned and designed over 100 residential projects including 10,000+ units throughout the Inland Empire and Desert Region. Mo has managed the design of infrastructure improvements in excess of \$100 million encompassing 10,000+ acres throughout Southern California. Mo earned his MS degree in Civil Engineering at San Diego State University, where he was inducted into the Tau Beta Pi engineering honor society. He is also a former member of the Board of Directors for Riverside Building Industries Association (BIA) and is currently an active member of the Riverside Chapter.



Mr. Stephen C. Webb

Risk Manager

Mr. Webb is responsible for firm-wide risk management and contract administration. Risk analysis is performed to identify potential issues and risks ahead of time before these were to pose cost and/or schedule negative impacts. Stephen is involved with contract administration with customers, vendors, partners, or employees. He is responsible for ensuring compliance with the terms and conditions for the purpose of maximizing financial and operational performance and minimizing risk.

MUNICIPAL ENGINEERING



Mr. William T. Malone, PE, PMP

Vice President, Director of Municipal Engineering

Mr. Malone, Vice President at Albert A. WEBB Associates, is Director of WEBB's Municipal Engineering Department and a specialist in water and wastewater projects range from planning to design and construction. Bill's experience includes: major water transmission mains, water distribution mains, sewer trunk lines, sewer collection mains, water pump stations, water wells, sewer lift stations, major water turnout metering facilities, sewer metering and monitoring stations, water storage reservoirs, and water and sewer system master plans. Bill's planning and design responsibilities include hydraulic analysis of sewer and water systems, master facility plans, engineering feasibility studies, preparation of design drawings and project specifications, preparation of construction and project cost estimates.



Mr. Dave M. Algranti, PE

Chief Design Engineer

Mr. Algranti, Chief Design Engineer for Albert A. WEBB Associates, has over 40 years of experience in the planning, design and construction of water resources projects. His impressive knowledge of water-related systems has elevated him to the position of technical advisor for all water resources project teams and clients. He has been instrumental in developing WEBB'S quality management program. Dave has significant experience in hydraulic analysis of water systems, preparation of Master Plan reports, preparation of project specifications, special water storage reservoir/tank evaluations, evaluation and analysis of pumping plants and booster stations.



Mr. Sam I. Gershon, PCE

Senior Vice President

Sam Gershon is a Senior Vice President of WEBB. He holds Professional Civil Engineering Registrations in the states of California, Nevada, and Arizona, as well as a Professional Agricultural Engineering registration in California. Sam has enjoyed longstanding relationships with Southern California water districts and public agencies. His distinctive knowledge of our clients' goals, challenges, and political stances has positioned him as a leader and a liaison between our clients and the firm.



Mr. Fred Hanson

Vice President

Mr. Hanson serves as Vice President in our water resources department. He has been with the firm for 50 years and is responsible for the complete scope of water engineering services from planning through design and construction including coordination with civil, electrical, and soils engineers; system start-up and initial operation; coordination with water purveyor's office and field personnel to assist with operation and maintenance related items; regulatory compliance assistance; and review of existing water facilities for recommended upgrading or replacement.



Mr. Brian P. Knoll, PE
Vice President, Water/Special Districts Market Leader

Mr. Knoll is Vice President for Albert A. WEBB Associates. Brian leads our Water Agency/Special District market with his extensive experience in water/wastewater projects. He has been responsible for the design and direction of capital improvement projects totaling more than \$300 million throughout Southern California. Brian's expertise lies in wastewater treatment plant design, water treatment plant design, water and wastewater treatment facility evaluations, adsorption treatment facilities for surface water and wellhead treatment, storage reservoirs, transmission mains, pumping plants, water and sewer master plans, metered turnout facilities, risk assessment, construction management, and automated control systems for treatment facilities and pumping stations. His macro style in water resources leadership, coupled with a practical approach, enhances Brian's standing within the firm and the industry.



Mr. Bradley Sackett, PE
Senior Engineer

Mr. Sackett, specializes in water resource projects for public agencies, which include, but are not limited to: pumping facilities, water pipeline design, gravity sewer main design, water and sewer system master plans, hydraulic modeling analysis, and sewer resource plans for Specific Plan EIRs. Brad is a Client Leader and Project Manager for both water districts and cities and has been instrumental in assisting clients with in-house projects, while representing these agencies with their constituents as an on-site consultant.



Mr. Siming Zhang, PE
Senior Engineer

As a Senior Engineer in the Public Works Department, Mr. Zhang has managed and designed public works projects consisting of water storage reservoirs, water transmission pipelines, major trunk sewer mains, sewer collection pipelines, sewer lift stations, and water booster stations. Mr. Zhang's responsibilities entail engineering design, assistance during bidding, construction administration, coordination with local agencies, sewer and water master facility plans, feasibility studies, construction drawings and specifications, construction and project cost estimates, coordination with various government agencies to obtain the applicable approvals and permits. His contract administration responsibilities included review of bid proposals, contractor submittal drawings, inspection reports, and process request for information, requests for change order, and periodic site visits to monitor construction.



Mr. Shane Bloomfield, PE
Senior Engineer

As a Senior Engineer in the Municipal Engineering Department, Mr. Bloomfield specializes in the design of public works projects consisting of major pumping plants, groundwater pumping wells, sewer collection system design, wet well rehabilitation, water distribution system design, wastewater treatment plant design, and hydraulic system modeling using various computer models. He has engineering design responsibilities for several projects for public works agency clients including the City of Ontario, City of Riverside, City of Imperial, Jurupa Community Services District, Eastern Municipal Water District, and Crestline-Lake Arrowhead Water Agency.

STORMWATER ENGINEERING



Mr. Scott R. Hildebrandt, PE
Senior Vice President, County/
Regional Agencies Market Leader

Mr. Hildebrandt is a Senior Vice President and a Market Leader for Albert A. WEBB Associates. He is a recognized expert in the disciplines of drainage, water resources planning and design services. Scott has a well-rounded knowledge of the engineering industry, which allows him to oversee our educational facility, recreational facility, and commercial/industrial projects, and contribute his expertise to our healthcare projects. This experience has led to his reputation as a trusted advisor for the planning design of multi-discipline projects that intersect multiple sectors. Scott specializes in large, complex projects where attention to detail is critical. He has planned and designed hundreds of major public infrastructure projects including, transportation, sewer and water systems, storm drains, and utility tunnels. He has also developed close working relationships with local, state, and federal regulatory agencies and he understands how to expedite approvals from multiple agencies to effectively push projects forward.



**Mr. Joseph Caldwell, PE,
CPESC, CPS**
Director - Stormwater
Engineering

As an expert in Hydrology and Hydraulics, Joseph Caldwell leads the firm's Stormwater Engineering Department, focusing on the development of Master Drainage Plans, the design of backbone drainage infrastructure, and the design of water quality systems for flood control projects throughout the region. As a Certified Professional in Erosion and Sediment Control and Storm Water Quality, Joseph is a specialist in water quality and environmental compliance. Joseph's experience includes the design of regional flood control basins, a flood control levee, Master Drainage Plans, and the design and construction of several miles of backbone drainage infrastructure. He has also hydrologically and hydraulically modeled the San Jacinto River from Railroad Canyon to the existing Army Corps levee in the City of San Jacinto. Having managed previous projects within this region, Joseph has extensive knowledge of the local agency's design standards and procedures. Joseph's knowledge of the area and relationships with key stakeholders enables him to expedite this project through completion.



Mr. Entcho Anguelov, PE
Senior Engineer

Mr. Anguelov has extensive drainage design and modeling experience. Entcho is responsible for the project management, planning, and design of drainage projects. As a Senior Design Engineer, Entcho is involved in all facets of storm water design. His design responsibilities include hydrology studies for commercial and residential projects, hydraulic design of storm drain systems and detention basins, floodplain analysis, and master drainage plans. He was responsible for developing computer models in Finite Element Method for analyzing the stress and strain state and stability of hydraulic and geotechnical structures, including analyzing the hydrodynamic filtration loading as well as the design of vertical reinforced concrete retaining walls for channels, pump stations, port structures etc.



Mr. Eric Hays, PE
Senior Engineer

Mr. Hays is a Senior Engineer in our Stormwater Engineering department with over 10 years of diverse engineering experience. Eric is an expert in hydrology, hydraulics, and drainage design. His experience includes the preparation of preliminary design reports, alternative analysis studies, and final design plans for flood control infrastructure projects. He also has experience in design of storm drain systems for residential, commercial, industrial, and public agency projects. In addition to Eric's extensive drainage experience, he has a strong civil site development and public project background. His experience includes development of site grading plans, street improvements plans, sewer plans, bike trail plans, WQMP's, SWPPP's, and railroad grade crossing improvement plans. He also has field experience including survey, construction staking, construction observation and support.

LAND DEVELOPMENT



Mr. Mohammad Faghihi, PE, LLS

Chief Operations Officer

Mr. Faghihi is the Chief Operations Officer for WEBB. Mo is a Registered Civil Engineer and a Registered Land Surveyor in the state of California. He is responsible for the internal operations of the firm, providing leadership and management of the firm's service department Directors to insure optimal manpower and technical resources necessary for the overall efficient management of projects. Mo has had overall responsibility for residential land planning for the past 25 years, including tract maps for all residential projects. His expertise also extends to mixed use specific plans and associated future facilities, from the planning through design. He has planned and designed over 100 residential projects including 10,000+ units throughout the Inland Empire and Desert Region. Mo has managed the design of infrastructure improvements in excess of \$100 million encompassing 10,000+ acres throughout Southern California. Mo earned his MS degree in Civil Engineering at San Diego State University, where he was inducted into the Tau Beta Pi engineering honor society. He is also a former member of the Board of Directors for Riverside Building Industries Association (BIA) and is currently an active member of the Riverside Chapter.



Mr. Roger D. Prend, PE

Senior Vice President, Commercial/Industrial Market Leader

Mr. Prend is a member of the Board of Directors, Senior Vice President, and Commercial/Industrial Market Leader for Albert A. WEBB Associates. Mr. Prend's expertise and success lies in his ability to bring projects and people together. Roger is noted throughout Southern California for his efficiency in obtaining approvals for projects by coordinating between property owners, local elected officials, and planning staff. His extensive background in the commercial/industrial arena has lead to his status as a renowned authority in this market sector - from due diligence for site selection, through final construction and inspection. He is respected by clients and peers alike for his problem solving capabilities in dealing with politically sensitive projects. Roger is a visionary who focuses on solution-based management techniques, which provides value based results for our clients. Roger has completed literally hundreds of projects from small single-family developments, to big box industrial warehouses, to multi-tenant large scale shopping centers. Roger specializes in the needs of commercial and industrial developers, with an emphasis in entitlement, land survey, mapping, drainage, landscape architecture, and construction management.



Mr. Jason Ardery, PE, TE, CPESC, QSP

Director - Land Development Engineering

Mr. Ardery is the Director for Land Development Engineering, specializing in site design, grading, drainage, and water quality. Jason supervises a group of engineers and designers, focusing on due diligence, entitlement, final design, and construction management of transportation, commercial, industrial, single-family, and multi-family residential developments. His experience includes the design of infrastructure and utilities, including streets, water, sewer, and storm drain facilities required for the development and construction of transportation, commercial, industrial, and residential projects. As Director of Land Development, Jason has overseen the successful completion of many infrastructure projects in Riverside County over the last eight years and will continue to utilize his regional knowledge, relationships, and experience to assist in the development of our community.

CONSTRUCTION MANAGEMENT & INSPECTION



Mr. Michael Errante, PE, QSD, QSP

Director - Construction Management & Inspection Services

Mr. Michael Errante has over 25 years of experience providing engineering and project management services in both the U.S. and overseas. His experience spans construction and technical field work to diverse engineering positions and leadership roles, including nearly 10 years with the City of Palm Desert where 5 years were spent as Director of Public Works. Michael also served as a Transportation Lead and Deputy Chief of Party in Afghanistan for the USAID Afghanistan Engineering Support Program (AESP). He provided training to local engineers to inspect infrastructure throughout Afghanistan, including roads, bridges, culverts, and airports. Mr. Errante has managed over 2 billion in construction projects for USAID alone and is an expert in construction and project management services, field inspection, plan preparation, specification writing, and cost estimating.



Mr. Wallace Franz, PE

Vice President

Mr. Franz, Vice President for Albert A. Webb Associates, directs all technical oversight activities for the firm and manages the firm's construction services department. He has over 39 years of experience in the planning, design, and construction of public and private sector infrastructure projects. He has been the District Engineer for several water districts continuously over a period of 30 years. His expertise lies in managing our firm-wide workload, providing technical training, and the development and adherence to our quality assurance/quality control programs. Wally has managed or designed thousands of water/wastewater projects and significant infrastructure projects. He is responsible for the preparation of various engineering project and feasibility reports, design of public infrastructure projects, plan checking and construction management and inspection of municipal improvement projects, and performs various municipal administrative activities including project budgeting and the preparation of public fund reimbursements and audits. Wally coordinated the \$200 million construction, inspection, and construction management services for improvements to Assessment District Nos. 159 and 161 and CFD 88-4 for the County of Riverside, the largest assessment district projects in California.



Mr. Phillip J. Lemoine, CET

Senior Inspector

Mr. Lemoine is a Construction Manager with our Public Works and Construction Services Division. He was instrumental in providing construction management and inspection for improvements of Assessment Districts No. 159 and 161 and CFD 88-4 for the County of Riverside in the Murrieta/Temecula area. His responsibilities included the on-site inspection and construction management on five bridges in Assessment Districts No. 159, 161 and CFD 88-4 for the County of Riverside. He also provided construction management services for the widening of the Rancho California Road bridge crossing over the I-15 for the City of Temecula. Mr. Lemoine is currently the CFD Contract Manager for various projects within the City of Fontana, including Sierra Lakes CFD No. 12, and Shady Trails CFD No. 31. Mr. Lemoine is also providing CFD contract management for The Preserve CFD No. 2003-3 for the City of Chino.

TRAFFIC & TRANSPORTATION



Mr. Dilesh Sheth, PE, TE

Vice President - Traffic & Transportation

Mr. Sheth is the Director of the Traffic and Transportation Department for Albert A. WEBB Associates. As an expert, Dilesh represents the firm, as well as both public and private clients, presenting findings and recommendations to elected officials, municipal commissions, community groups, and the general public.

Having coordinated projects with Caltrans and numerous counties, cities, flood control districts, utility companies, residential and business owners throughout Southern California, Dilesh specializes in mastering agency requirements and goals, which contributes to his unique ability to balance the needs of the community with the needs of local jurisdictions to bring positive solutions to difficult situations and projects.

Dilesh's technical experience includes: highway design, intersection and interchange improvements, street widening, alignment studies, and geometrics drawings. His recent projects include a diverse range of roadway improvements, storm drain improvements, traffic signal design, traffic control plans, signing and striping plans, pedestrian and bike facilities, site access evaluation, intersection capacity analysis, traffic forecasting, circulation planning, traffic impact studies, parking studies, parking demand analysis, transportation demand management plans, focused site specific traffic studies, and area-wide circulation studies.

Dilesh is a registered civil engineer in the states of California and New Mexico and a registered traffic engineer in the state of California. He is the current Vice President of the American Public Works Association, Coachella Valley Branch and was past President of the Riverside/San Bernardino County Institute of Traffic Engineers.



Mr. Myung Choo, PE, TE

Senior Engineer

Mr. Choo is a Senior Transportation Engineer in WEBB's Transportation and Traffic Department. As part of his responsibilities, he prepares traffic studies, designs new traffic signals, and upgrades to existing traffic signals. Myung has extensive knowledge of governmental agency procedures, design, geometrics, signs, traffic controls, parking, and maintenance. He presents findings and recommendations to elected officials, municipal commissions, community groups, and the general public. His recent projects include a diverse range from roadway design, freeway ramp improvements, residential development street design, traffic signal design, traffic control plans, signing and striping plans, pedestrian and bike facilities, site access evaluation, intersection capacity analysis, traffic forecasting, circulation planning, traffic impact studies, parking studies, parking demand analysis, transportation demand management plans, focused site specific traffic studies, and area wide circulation studies. He has also provided traffic/transportation services for general plan circulation elements, redevelopment plans, specific plans, and environmental impact reports for public and private clients. Myung has extensive experience in coordination and processing of permits through Caltrans for encroachment permit type projects. He is also proficient in TRAFFIX and WEBSTER programs for intersection analyses, SYNCHRO program, ROADPLAN software for ICU and delay evaluations, and ULI spread sheets in shared parking analyses and he has designed and analyzed micro-simulation computer traffic models.



Ms. Lin McCaffrey, PE
Senior Engineer

Ms. Lin McCaffrey has over 20 years of diversified experience in the field of Civil, Transportation, Water Resource and Structural Engineering. She has served as Project Manager/ Project Engineer for a wide range of projects involving urban highway design and rehabilitations, railroad grade separation, master planned drainage facility design, water and waste water facility design, hydrology and hydraulics studies and water quality facility design and varies residential and commercial developments. Construction management responsibilities include contract and budget administration, project schedules, staff training, overseeing design and resolving various construction phase related drainage and water quality issues. She has also been involved in all aspects of land development from specific plan studies to the design and calculation of master drainage plan facilities.



Mr. Nick Keller
Senior Designer

As a Senior Designer for WEBB, Mr. Keller has experience in sidewalk, trail, street, street light, storm drain, rough grading, precise grading, water, and sewer design. Nick has worked on numerous projects in Riverside County and has dealt with many local agencies in our region. These agencies include the County of Riverside, Riverside County Flood Control District, Caltrans, Jurupa Community Services District, Eastern Municipal Water District, Western Municipal Water District, Elsinore Valley Municipal Water District, and Lake Hemet Municipal Water District, City of San Bernardino, City of Chino, City of Lake Elsinore, City of Ontario, City of Norco, City of Rancho Mirage, City of La Quinta, City of Grand Terrace, and City of Rialto. He has also designed and drafted street, sidewalk, trail, street light, water, sewer, storm drain, and rough grading and precise grading plans, and coordinated with owners during design and with owners, contractor, and surveyors during construction for a number of projects within the Inland Empire.

PLANNING & ENVIRONMENTAL



Ms. Sonya Hooker
Director - Planning & Environmental Services

Sonya Hooker is the Director of Planning and Environmental Services at Albert A. Webb Associates, leading a multi-disciplined group of professionals united in the goal of providing responsive and high quality client service. Under Sonya's direction, this skilled team provides consulting services to public and private sector clients throughout inland southern California.

Sonya navigates complex and controversial projects through the federal and California environmental compliance processes with her in-depth understanding of the evolving regulatory environment on a local, state, and federal level. Her collaborative approach unites legal and scientific support resulting in legally defensible documents while responsibly managing project budgets and keeping clients abreast of project status and challenges through approval process.

With a technical background in biology and jurisdictional wetland analysis and mitigation, Sonya is especially adept at providing consultation related to obtaining permits from the U.S. Army Corps of Engineers (ACOE), the Regional Water Quality Control Boards, the California Department of Fish and Wildlife, and the U.S. Fish and Wildlife Service. She also assists project proponents comply with the Federal Endangered Species Act (ESA), the California Endangered Species Act (CESA) as well as regional Habitat Conservation Plans, including the Western Riverside County Multiple Species Habitat Conservation Plan and the Coachella Valley Multiple Species Habitat Conservation Plan.



Ms. Cheryl DeGano
Principal Environmental Analyst

Cheryl DeGano manages the preparation and approval of environmental and planning documents for public and private sector clients. During her 25 year consulting career, Cheryl has been responsible for the preparation and processing of environmental and planning documents including environmental impact reports, environmental assessments, initial studies and mitigated negative declarations, mitigation monitoring and reporting programs (MMRPs), specific plans, development impact fee ("Nexus") studies per California Government Code 66000 et seq., and development and entitlement applications. Cheryl has been responsible for all aspects of these projects including: research, data collection and analysis, report writing, quality assurance/quality control review, preparation of distribution lists, direction of public noticing, project management, representation at public meetings and hearings, and agency and client coordination. Cheryl is also experienced in the analysis of construction noise using the Federal Highway Administration's Roadway Construction Noise Model (RCNM). In addition to her environmental and planning background, Cheryl has assisted public agencies and private sector clients finance public facilities/services through the formation and administration of special finance districts and is well versed in socio-economic issues.

Cheryl possesses strong communication and analytical skills, and establishes and maintains excellent client relationships. Cheryl has a proven ability to take over large projects with minimal disruption to the client, experience with high profile and controversial studies and the ability to work effectively and collaboratively within the increasingly complex regulatory and environmental context of development in southern California to develop solutions, strategies, and feasible alternatives for complex projects.



Ms. Genevieve Cross, LEED AP
Senior Environmental Planner

Ms. Genevieve Cross is a LEED certified Senior Environmental Planner in our Planning and Environmental Department. She is a leader in the practical application of the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) as it applies to planning and development. Ms. Cross also prepares Specific Plans, Specific Plan Amendments, Mitigated Negative Declarations, Notice of Exemptions, Initial Studies, and General Plan Amendments. She also has experience in land use entitlement and environmental permit processing and has prepared Mitigation Plans and Construction Specifications based on mitigation measures.



Ms. Eliza Laws
Senior Environmental Analyst

Ms. Eliza Laws is responsible for preparing air quality impact analyses, and mobile source health risk assessments, as well as all levels of CEQA documents. She also took the lead on formulating the firm's greenhouse gas analysis template used in environmental impact reports. As the Project Manager for the City's Recycled Waterline NEPA/CEQA Documentation, Eliza will focus on the project's critical path for the duration of the contract. Eliza earned her Bachelor of Science degree in Environmental Sciences at the University of California, Riverside. Prior to joining WEBB, Ms. Laws worked with the Colorado River Regional Water Quality Control Board in Palm Desert, where she was involved in all aspects of surface water sampling, conducted research, and aided in long-term projects such as the SWAMP Program.



Ms. Melissa Perez
Senior Environmental Analyst

Melissa Perez is an Associate Environmental Planner with the Planning and Environmental Services Department and has been with Albert A. Webb Associates since 2004. Ms. Perez's experience in land use planning lies in preparing and processing entitlement projects ranging from lot line adjustments to development plans, due diligence, as well as managing and authoring planning and environmental documents. Her familiarity in working with local, regional, and state agencies to develop regional plans, specific plans, environmental impact reports, and other regulatory documents is supported by her concentrated knowledge of public organizations and public policy.

Ms. Perez has authored and managed the preparation of design guidelines, Specific Plans, Specific Plan Amendments and their accompanying zoning ordinances. She is also responsible for the preparation and management of the various levels of CEQA and NEPA documents. With her knowledge and experience in both the entitlement and environmental compliance phases for commercial, industrial, residential, economic development, public works, healthcare, and mixed-use projects, Ms. Perez's expertise lies in processing projects in various jurisdictions from inception through approval.



Mr. Ryan Leonard
Associate Environmental Analyst

Mr. Leonard has over 4 years experience of municipal planning consulting experience with knowledge of the California Community Redevelopment Law and has knowledge of principles and practices of urban planning and development. Ryan also has experience processing environmental documents including initial studies, negative declarations, and environmental impact reports pursuant to CEQA and NEPA regulations. He also is familiar with processing various entitlement applications, planning related permits and business licenses.



Mr. Brad Perrine
Assistant Environmental Analyst

Mr. Perrine has more than three years experience writing environmental analyses for Environmental Impact Reports, Mitigated Negative Declarations, and Initial Studies in compliance with the California Environmental Quality Act (CEQA). Brad also has experience with Environmental Impact Statements and Environmental Assessments in compliance with the National Environmental Policy Act (NEPA). He has regularly been responsible for analyzing technical reports and studies prepared in-house and by sub-consultants for inclusion into environmental documentation including traffic studies, air quality studies, water quality reports, geotechnical reports and environmental site assessments.

SPECIAL ASSESSMENT & TAX CONSULTING



Mr. Shane Spicer

Director – Special Assessment & Tax Consulting

Mr. Spicer serves as Director of the Firm's Special Assessment and Tax Consulting and market leader for municipal finance agencies and provides District Administration services to municipalities throughout California for their special financing districts. He has developed expertise in administering Special Districts including 1972 Act Landscaping Lighting Maintenance Districts, 1915 Act Assessment Districts, Community Facilities Districts, 1982 Act Benefit Assessment Districts, and NPDES Storm Water Discharge Districts. Shane has provided full formation, administration, and consulting services, including Proposition 218, for more than 100 Special Districts for municipalities throughout Southern California including Alameda, Los Angeles, Ventura, Madera, San Bernardino, San Diego, and Riverside. Shane and his team were also responsible for placing more than 890,000 charges on the tax roll totaling more than \$92.3 million the most recent Fiscal Year. His responsibilities include the placement of assessments and special taxes on the Riverside County Secured Tax Roll, assisting in annual budget preparation, tracking parcel/district development, preparation of reports, and assisting public agencies in forming CFDs and LMDs. Shane has worked extensively with WEBB's IT Department and leading software development for the firm's proprietary software to develop WebbSTAR. This system includes cutting-edge technology to provide the most accurate and complete assessment information for managing its special districts.



Ms. Melissa Bellitire

Finance Manager

Ms. Melissa Bellitire, Finance Manager, provides ongoing administration services to municipalities in Southern California for their special financing districts. She has specialized in administering several Assessment Districts, Community Facility Districts, Landscape and Lighting Maintenance Districts, Drainage Assessment Districts, Citywide Special Tax Districts, NPDES Stormwater Benefit Assessment Districts, and Tax Roll Billings for disposal and nuisance abatement services. In aggregate, Ms. Bellitire is responsible for maintaining approximately 525,000 parcels, which generated \$25.4 million dollars in special financing revenues last year.

Ms. Bellitire's ongoing administration duties include; meeting and coordinating with Agency staff members, annual budget analysis for each District, preparation of the projects schedules and providing cost estimates, calculation of bond calls, database maintenance including research parcel changes, preparing Council resolutions and staff reports; attending Board of Supervisor/City Council meetings, attendance of public hearings, annually calculating, apportioning and submitting the assessments/special taxes to the Auditor-Controller; preparing GIS Audit Maps for each District to ensure all eligible parcels were applied to the secured roll, researching parcel exemptions and sending direct invoices to parcels not applied to the secured roll; title company requests for demand/release of liens, answering property owner inquiries; delinquency management monitoring and foreclosure recommendations if needed; close out analysis for Districts that are reaching maturity, interpreting method of apportionments and performing the reallocation of liens; preparation of the Annual Engineer's Report, CDIAC Reporting, Annual Reports for Assessment Districts and Community Facilities Districts, Annual Continuing Disclosure Reports, Senate Bill 165 compliance reports in adherence to SEC requirements and maintaining on-going communication with the clients.



Ms. Doris Domen
Associate Financial Analyst

Ms. Doris Domen's responsibilities encompass the ongoing administration duties for several Assessment Districts (ADs) and Community Facilities Districts (CFDs) for Jurupa Community Services District for over the last 10 years. Her responsibilities include assistance with preparation of assessment district apportionments, updating assessor's maps, data recalculation of special taxes on subdivided properties and dissemination of public information. Doris assisted in the Marks-Roos refunding of CFDs for the City of Riverside, some of which are multiple bond series districts. She also assisted the issuance of bonds for the City. In addition, Doris assisted in the issuance of bonds for numerous CFDs for Jurupa Community Services District, and she is currently assisting in the bond issuance for several CFDs. Doris has also been involved with generation of the annual disclosure reports for the listed Districts, as well as the formation of many of these Districts. Doris has developed expertise in administering Special Districts, including the 1972 Act Landscaping and Lighting Maintenance Districts and Community Facilities Districts. She has provided full formation, administration, infrastructure financing, and consulting services, including Proposition 218 of multiple Special Districts for municipalities throughout the Inland Empire.



Ms. Heidi Schoeppe
Finance Manager

Ms. Heidi Schoeppe serves as a Finance Manager providing District Administration Services to municipalities in Southern California for their special financing districts. She has developed expertise in administering Special Districts, including the 1972 Act Landscaping and Lighting Maintenance Districts, 1915 Act Assessment Districts, Community Facilities Districts and 1982 Benefit Assessment Districts. She has provided full formation, administration, infrastructure financing, and consulting services, including Proposition 218 for over 65 Special Districts for municipalities throughout Southern California within 10 different counties. For Fiscal Year 2010-11, she participated in the placement of more than 200,000 charges on the roll totaling over \$41 million. Ms. Schoeppe has a special assignment with JCSD as her first priority. She is well versed in all aspects of the District and has been a contributor to the annual formation, administration, and constituent relations.

LANDSCAPE ARCHITECTURE



Mr. Jaime Macias, LA
Landscape Designer

Mr. Macias is a landscape designer with a strong understanding of the design and construction process. His responsibilities include the preparation of conceptual plans, renderings using Photoshop, and Sketch Up, design development and construction documents; in addition to the preparation of construction cost estimates and bid schedules. The project types include park design, streetscape and site improvement plans, trails, and various land development projects including single and multi-family housing projects. Jaime has also provided construction observation experience on private, public, and transportation projects. With a strong understanding of irrigation systems and plant material, Jaime is able to produce high quality landscape design solutions for many different types of environments. He has worked as an irrigation auditor and a designer for over seven years. Mr. Macias has worked on various project scales lending him to understand the different challenges for each particular project.

ENTITLEMENT PROCESSING



Ms. Sandra Chandler, AICP

Entitlement Specialist

Ms. Chandler oversees Planning and Entitlement services for the Land Development markets at WEBB. She has managed the preparation and processing of over 200 commercial, industrial, and residential projects, spanning more than 10 municipalities throughout California. The magnitude of these projects range from a lot line adjustment to a large Specific Plan/EIR. Sandy's attention to detail and ability to multi-task help her to simultaneously manage numerous projects in various jurisdictions from project inception through the entitlement/CEQA process, and in some instances through construction. With a team of technical and administrative staff, she manages all facets of the entitlement of a project, and coordinates with WEBB project support departments such as mapping, survey, environmental, and traffic, as well as the overall project team, which typically consists of the client/developer, project architect, landscape architect, and special study consultants.



Mr. Robert A. "Bernie" Berndt

Project Manager

During his tenure at WEBB, Mr. Berndt has had responsibility for overseeing the development and design of over 50 individual projects, ranging from small office complexes to large industrial centers and retail shopping centers. Bernie has been significantly involved in innovative projects that utilize previously disadvantageous areas into highly desirable land for development. He has also participated in master planned projects that encompass numerous sites and developers.

LAND SURVEY/MAPPING



Mr. Andrew Y. Orosco, LS, CFedS

Director - Land Survey

With over 36 years of experience with diverse surveying projects, Mr. Orosco is the Director of Land Survey for Albert A. Webb Associates. Andy has managed survey projects that include large scale boundary and design surveys, ALTA land title surveys, legal descriptions, parcel mergers, lot line adjustments, route surveys, encumbrance and final maps, construction control maps, high-rise Class A, residential, commercial and industrial construction. As a Licensed Land Surveyor in California and a Certified Federal Surveyor, Andy is an expert in his field and with local, county, state, and federal land survey regulations and procedures.

A L B E R T A.

WEBB
A S S O C I A T E S



Strength through History & Innovation

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EXHIBIT "E"

**\$25,000.00 contract with Land Engineering Consultants previously
procured.**

CITY OF BANNING
Purchase Order

PAGE: 1
 P.O. NO.: 026148
 DATE: 07/31/13

Invoice To: City of Banning - Finance Department
P.O. Box 998, Banning, CA 92220
(951) 922-3113 • Fax (951) 922-3165

TO: LAND ENGINEERING CONSULTANTS, SHIP TO: CITY OF BANNING
 650 AVENUE K 99 E RAMSEY ST
 CALIMESA, CA 92320 PO BOX 998
 BANNING, CA 92220

VENDOR NO.	<i>All purchases are subject to the terms and conditions on the reverse side of this form.</i>				
6632					
DELIVER BY	SHIP VIA		F.O.B.		TERMS
11/15/13					NET
CONFIRM BY		CONFIRM TO		REQUISITIONED BY	
DAN HASKINS		PAMELA D'SPAIN		LONA WILLIAMS	
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO.	REQ. DATE
		85595004909330		24384	07/23/13
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST

1	25000.00	JOB	SURVEY AND CIVIL ENGINEERING SERVICES FOR PROPOSED STREET, STORM DRAIN, AND WATER INFRASTRUCTURE IMPROVEMENTS. WORK AREA LIMITS INCLUDE THE INTERSECTION AT RAMSEY AND HARGRAVE STREETS, NORTH ON HARGRAVE STREET APPROX. 1400 FT TO NICOLET STREET, EAST ON RAMSEY STREET APPROX. 500 FT, SOUTH ON HARGRAVE STREET APPROX. 800 FT TO THE RAILROAD TRACKS, AND WEST ON RAMSEY STREET APPROX. 500 FT. PER THE CONTRACT DATED JULY 15, 2013. PART 1 OF PROPOSAL. NOT TO EXCEED \$25,000	1.0000	25000.00
				SUB-TOTAL	25000.00
				TOTAL	25000.00

AUTHORIZED BY Michelle Green
Purchasing Officer

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CITY OF BANNING

CONTRACT SERVICES AGREEMENT FOR

Survey and Civil Engineering Services

[SHORT FORM]

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement") is made and entered into this 15th day of July, 2013, by and between the CITY OF BANNING a California municipal corporation herein ("City") and LAND ENGINEERING CONSULTANTS, INC. (herein "Contractor").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Contractor shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Contractor warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.4 Warranty. The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence. Contractor warrants all work under the Agreement to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or nonconformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at his sole cost and expense. The 1-year warranty may be waived in Exhibit "A" if the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "B" and incorporated herein by this reference, but **not exceeding the maximum contract amount of Twenty Five Thousand Dollars (\$25,000.00)** ("Contract Sum").

2.2 Invoices. Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories.

City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City. City will use its best efforts to cause Contractor to be paid within forty-five (45) days of receipt of Contractor's correct and undisputed invoice. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to ten percent (10%) of the Contract Sum, but not exceeding a totally contract amount of \$25,000 or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City.

2.4 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 1600, 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. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall determine the applicable prevailing rates and 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 principal 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

the Prevailing Wage Laws. The provisions of this Section may be waived in Exhibit A if inapplicable to the services provided hereunder.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "C" and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the Agency, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Inspection and Final Acceptance. City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor's work within forth five (45) days after submitted to City. City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Article 5, pertaining to indemnification and insurance, respectively.

3.5 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "C").

4. COORDINATION OF WORK

4.1 Representative of Contractor Daniel J. Haskins, Senior Project Manager, is hereby designated as being the representative of Contractor authorized to act in its

behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Contractor and any authorized agents shall be under the exclusive direction of the representative of Contractor. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. **The Director of Public Works**, is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith ("Contract Officer"). The City Manager of City shall have the right to designate another Contract Officer by providing written notice to Contractor.

4.3 Prohibition Against Subcontracting or Assignment. Contractor shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth. Contractor shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Comprehensive General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of \$100,000 per person and \$300,000 per occurrence and property damage liability limits of \$150,000 per occurrence or (ii) combined single limit liability of \$1,000,000. Said policy shall include coverage for owned, non-owned, leased and hired cars.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents shall apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

5.2 Indemnification. To the full extent provided by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents against, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, including paying any legal costs, attorneys fees, or paying any judgment (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work or services of Contractor, its officers, agents, employees, agents, subcontractors, or invitees, provided for herein ("indemnors"), or arising from Contractor's indemnors' negligent performance of or failure to perform any term, provision, covenant, or condition of this Agreement, except claims or liabilities to the extent caused by the negligence or willful misconduct of the City indemnitees.

5.3 General Insurance Requirements. All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents shall apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are

cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Contractor shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California.

7.2 Disputes; Default. In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Except with respect to rights and remedies expressly declared to be exclusive in this

Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to Agency, except that where termination is due to the fault of the Agency, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit B. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color creed, religion, sex, marital status, national origin, or ancestry.

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event

of any default or breach by the City or for any amount, which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, at City of Banning City Hall, 99 East Ramsey Street, Banning, CA 92220 and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF BANNING, a municipal corporation



City Manager

ATTEST:



City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

N/A
David Aleshire, City Attorney

CONTRACTOR:

LAND ENGINEERING CONSULTANTS, INC.

By: 

Name: Daniel J. Haskins
Title: V.P.

By: 

Name: Steve Ritchey
Title: President

Address: POB 541
Celina, Ca.
92320

Two signatures are required if a corporation

NOTE: CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

[END OF SIGNATURES]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF

On _____, before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

INDIVIDUAL
 CORPORATE OFFICER

DESCRIPTION OF ATTACHED DOCUMENT

PARTNER(S) LIMITED
 GENERAL
 ATTORNEY-IN-FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER _____

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF San Bernardino

On July 19 2013 before me, Notary Public, personally appeared Steve Ritchey, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature:



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

INDIVIDUAL
 CORPORATE OFFICER

TITLE(S)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

<input type="checkbox"/>	PARTNER(S)	<input type="checkbox"/>	LIMITED GENERAL
<input type="checkbox"/>	ATTORNEY-IN-FACT		
<input type="checkbox"/>	TRUSTEE(S)		
<input type="checkbox"/>	GUARDIAN/CONSERVATOR		
<input type="checkbox"/>	OTHER		

NUMBER OF PAGES

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

260

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services:

Task 1 - Survey

- a. Utilize existing boundary and topographic field survey information obtained in May 2008 and perform a topo check of the previous survey area, and perform a boundary and topographic field survey sufficient to tie the surveys together and establish horizontal location, and vertical elevation control information for the existing roadway infrastructure within the work limits described above. The survey limits would extend laterally to include data outside the road right of ways onto private property sufficient to tie the proposed infrastructure improvements to the existing or proposed adjacent property improvements.
- b. Utilizing existing boundary and topographic mapping prepared in May 2008, prepare a revised Boundary and Topographic Map at 1"=20' scale to include necessary adjustments of the previous area surveyed in May 2008, and expand the map to include the record property boundaries, and horizontal and vertical information obtained within the limits described above.

Task 2 - Engineering

- c. Utilizing previous street plans prepared in August 2008, prepare Street Improvement Plans and Profiles at 1"=20' scale for the widening of Ramsey and Hargrave Streets to current city standards meeting the requirements of the City of Banning and sufficient to provide full improvements for the intersection and the resulting transitions to tie the improvements back into the existing roadway in each direction.
- d. Provide a Dry Utility Relocation Exhibit at 1"=20' scale, for planning purposes in support of Edison, Banning Electric, and Telephone Company pole relocations for Hargrave and Ramsey Street.
- e. Prepare Public Utility Easement Document, Legal Descriptions and Plats to accommodate public utility relocations of electric and telephone lines sufficient for review and approval by the City of Banning.
- f. Prepare a Street Light Plan at 1"=20' scale, for Ramsey Street and Hargrave meeting the City of Banning's requirements.

- g. Prepare Right-of Way Dedication Documents Legal Descriptions and Plats to accommodate the proposed improvements for Ramsey Street and Hargrave Street meeting the City of Banning's requirements.
- h. Provide Meetings and Coordination time with the city, sub-consultants, utility companies, other public agencies and adjacent private property owners in support of the scope of services. Coordination efforts will include time spent on meetings, correspondence, e-mails, site visits, and general project management duties.

II. As part of the Services, Contractor will prepare and deliver the following tangible work products to the City:

- A. Boundary and Topographic Map at 1"=20' scale
- B. Street Improvement Plans and Profiles at 1"=20' scale
- C. Dry Utility Relocation Exhibit at 1"=20' scale
- D. Public Utility Easement Documents, Legal Descriptions and Plats
- E. Street Light Plan at 1"=20' scale
- F. Right-of Way Easement Documents, Legal Descriptions and Plats

III. In addition to the requirements of Section 6.2, during performance of the Services, Contractor will keep the City apprised of the status of performance by delivering the following status reports:

Monthly Status Reports

IV. All work product is subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.

V. Contractor will utilize the following personnel to accomplish the Services:

- A. Mr. Steven H. Ritchey, P. E., P.L.S., Principal
- B. Mr. Daniel J. Haskins, Principal (Project Manager)

VI. The following provisions of the Agreement are revised as shown below:

NONE

EXHIBIT "B"
COMPENSATION

I. Contractor shall perform the following tasks:

PART 1 OF PROPOSAL ONLY

Description	Total
A. Task 1	\$5,400.00
B. Task 2	\$19,000.00
C. Reimbursable Expenses	\$600.00
TOTAL	\$25,000.00

II. Payments will be made based upon the satisfactory completion of the task.

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.10.

VI. The City will compensate Contractor for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all materials and equipment properly charged to the Services.
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

V. The total compensation for the Services shall not exceed \$25,000.00, as provided in Section 2.1 of this Agreement.

VI. The Contractor's billing rates for all personnel are attached as Exhibit B-1

EXHIBIT “B - 1”
BILLING RATES
January 2013

	RATE
A. Professional Engineer	\$138.00 hr.
B. Senior Project Manager	\$128.00 hr.
C. Professional Surveyor	\$18.00 hr.
D. Project Engineer	\$108.00 hr.
E. Senior Cadd Designer	\$ 94.00 hr.
F. Project Coordinator	\$58.00 hr.
G. Clerical Assistant	\$42.00 hr.
H. 2 – Man Survey Crew	\$165.00 hr.
I. 3 – Man Survey Crew	\$195.00 hr.
J. Sub-Consultants	Actual Cost
K. Reimbursable Expenses	Actual Cost

EXHIBIT "C"
SCHEDULE OF PERFORMANCE

I. Contractor shall perform all services timely in accordance with the following schedule:

	<u>Days to Perform</u>	<u>Deadline Date</u>
A.	Task 1	<u>45</u>
B.	Task2	<u>60</u>

II. Contractor shall deliver the following tangible work products to the City by the following dates:

- A. Boundary and Topographic Map at 1"=20' scale 15 days from Notice to Proceed
- B. Street Improvement Plans and Profiles at 1"=20' scale 45 days from Notice to Proceed
- C. Dry Utility Relocation Exhibit at 1"=20' scale 45 days from Notice to Proceed
- D. Public Utility Easement Documents, Legal Descriptions and Plats 50 days from Notice to Proceed
- E. Street Light Plan at 1"=20' scale 50 days from Notice to Proceed
- F. Right-of Way Easement Documents, Legal Descriptions and Plats 60 days from Notice to Proceed

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.