

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

January 10, 2017
6:00 p.m.

Banning Civic Center
Council Chambers
99 E. Ramsey Street

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

Per City Council Resolution No. 2016-44 matters taken up by the Council before 10:00 p.m. may be concluded, but no new matters shall be taken up after 10:00 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. Daniel Pedraza, First Hispanic Baptist Church
- Pledge of Allegiance
- Roll Call – Councilmembers Andrade, Franklin, Peterson, Welch, Mayor Moyer

II. REPORT ON CLOSED SESSION

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

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

IV. PRESENTATIONS/PUBLIC COMMENTS/CORRESPONDENCE/APPOINTMENTS

PRESENTATIONS:

1. Riverside County Fair & National Date festival Queen & Court (ORAL)

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

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, completion and/or future Council Action.) (See last page. PLEASE STATE YOUR NAME AND ADDRESS FOR THE RECORD.

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

APPOINTMENTS

1. City Council Committee Assignments **1**
- Mayor Moyer

V. 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: To approve Consent items 1 through
Items to be pulled _____, _____, _____, _____ discussion.**

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

1. Approval of Minutes – Regular Meeting – 12/12/16. **3**
2. Authorize the City Manager to sign the Notice of Completion for Project
No. 2015-01W, Water Main Improvements as complete and direct the
City Clerk to sign the Notice of Completion **25**

- Open Consent Items for Public Comments
- Make Motion

VI. REPORTS OF OFFICERS

1. Receive and File Pre-Annexation and Development Agreement Review
of Banning Bench Specific Plan **31**
(Staff Report – Brian Guillot, Community Development Director)
**Recommendations: Receive and file Pre-Annexation and Development
Agreement review of Banning Bench Specific Plan with Loma Linda
University as property owner.**
2. Discuss and Consider Adopting Resolution 2017-03, Approving the
Reprogramming of Fiscal year 2015/2016 Community Development
Block Grant Funds to the Community Services Facilities Renovation
Project **109**
(Staff Report – Ted Shove, Economic Development Manager)

Recommendations: **That the City Council: 1) adopt Resolution 2017-03, Approving the reprogramming of remaining program funds from the Community Development Block Grant (CDBG) FY 2015/2016, Program No. 5BN.32-15, Lions Park ADA Improvements project to FY 2016/17, Program No. 5.BN.34-16 Community Senior Center Rehabilitation Project in the amount of \$48,284; 2) Authorize the City Manager or his designee to the reprogramming of Community Development Block Grant funds; and 3) Authorize the City Manager or his designee to take such additional, related action that may be necessary.**

3. Discuss and Consider Adopting Resolution 2017-05, Approving Environmental Remediation, Demolition of Existing Structure, and Construction of a Parking Lot for City-Owned Real Property Located at 128 N. San Gorgonio Avenue 115
(Staff Report – Ted Shove, Economic Development Manager)

Recommendations: **That the City Council: 1) adopt Resolution 2017-05, Approving environmental remediation, demolition of existing structure, and construction of a parking lot for City-owned real property located at 128 N. San Gorgonio Avenue; 2) Authorize staff to identify funding sources for the project; and 3) Program into the 2017-18 fiscal year Capital Improvement Program.**

4. Discuss and Consider Adopting Resolution 2017-06, Approving Fee Deferment, in the amount of \$342,234.94 for the Banning Lofts Project, CUP #13-8005. 125
(Staff Report – Ted Shove, Economic Development Manager)

Recommendations: **That the City Council: 1) adopt Resolution 2017-06, Approving assistance, as defined by Banning Municipal Code Chapter 3.29.020(1), including deferment of development-related fees in an amount not to exceed \$324,234.94 until the project has been substantially constructed, and as a required condition to issue a Certificate of Occupancy; 2) Authorize Finding of Consistency for Assistance as defined by Banning Municipal Code Chapter 3.29.030(i-xi); and 3) Authorize assistance for a term not to exceed 30 months.**

5. Discuss and Consider Adopting Resolution 2017-08, Awarding a Professional Services Agreement to Holt Architecture of Rancho Mirage, CA in the amount of \$75,000 for Architectural Planning and Programming of City Facilities 137
(Staff Report – Art Vela, Director Public Works/City Engineer)

Recommendation: **That the City Council: 1) adopt Resolution 2017-08, Approving a Professional Services Agreement with Holt Architecture of Rancho Mirage, CA in the amount of \$75,000 for Architectural Planning and**

Programming of City Facilities; 2) Authorize the Administrative Services Director to make necessary budget adjustments, appropriations and transfers related to the agreement; and 3) Authorizing the City Manager to execute the Professional Services agreement with Holt Architecture for Architectural Services for Improvements to Facilities.

6. Discuss and Consider Adopting Resolution 2017-09, Approving a Third Amendment to the Professional Services Agreement with Charles Abbott Associates, Inc. for an amount of \$75,000 through Fiscal year 2017/2018 for Services to the Public Works Department **187**
(Staff Report – Art Vela, Director Public Works/City Engineer)

Recommendation: That the City Council: 1) adopt Resolution 2017-09, Approving the Third Amendment to the Professional Services Agreement with Charles Abbott Associates, Inc. of Mission Viejo, CA in the amount of \$75,000 through Fiscal year 2017/2018 for Services to the Public Works Department, Engineering Division; 2) Authorize the City Manager or his Designee to make necessary budget adjustments, appropriations and transfers related to the agreement; and 3) Authorizing the City Manager to execute the Third Amendment to the Professional Services agreement with Charles Abbott Associates, Inc.

RECESS CITY COUNCIL MEETING AND CALL TO ORDER A SCHEDULE MEETING OF THE BANNING UTILITY AUTHORITY

BANNING UTILITY AUTHORITY

Roll Call: Boardmembers Andrade, Franklin, Peterson, Welch, Chairman Moyer

I. REPORTS OF OFFICERS

1. Discuss and Consider Adopting Resolution 2017-01 UA, Authorizing the Submittal and Execution of a State Revolving Fund, Financial Assistance Application and Financing Agreement in the amount of \$3,596,246 for the Planning and Design of the Chromium-6 Compliance Project **199**
(Staff Report – Art Vela, Public Works Director/City Engineer)

Recommendation: The Banning Utility Authority adopt Resolution 2017-01 UA, authorizing the City Manager or his designee to sign and file for a State Revolving Fund, Financial Assistance Application and related Financing agreement from the State Water Resources Control Board for the planning and design of the Chromium-6 Compliance Project.

2. Discuss and Consider Adopting Resolution 2017-02 UA, Authorizing the City Manager to Execute a Memorandum of Understanding with the Coachella Water Agency for a Joint Grant Application for a Stannous Chloride Pilot Study for the Removal of Chromium-6 **205**
(Staff Report – Art Vela, Public Works Director/City Engineer)
Recommendations: **That the Banning Utility Authority adopt Resolution 2017-02 UA, Authorizing the City Manager to execute a Memorandum of Understanding (MOU) with the Coachella Water Agency (CWA) for a joint grant application to fund a Stannous Chloride pilot study for the removal of Chromium-6 from the City’s potable water supply.**

BANNING FINANCING AUTHORITY (BFA) - no meeting.

Adjourn scheduled meeting and reconvene regular City Council Meeting.

VII. ITEMS FOR FUTURE AGENDAS

New items –

Pending Items – City Council

1. Annual Report by Southern California Gas Company
2. General Plan – allow for people to have gardens on their property
3. Consideration of the Annual Disaster Survival Expo as a City signature event.
4. Join other agencies to challenge the State in regard to Chromium-6 water issue.
5. Attraction of professional firms through economic development to locate in Banning.
6. Recruitment of permanent City Attorney for the City.

(Note: Dates attached to pending items are the dates anticipated when it will be on an agenda. The item(s) will be Removed when completed).

VIII. 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 Friday, 8 a.m. to 5 p.m.

NOTICE: Any member of the public may address this meeting of the Mayor and City 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]

COMMITTEE ASSIGNMENTS FOR - 2017

CITY COUNCIL CITY OF BANNING

NAME OF COMMITTEE	DAY & TIME OF MEETING	ASSIGNMENT	ALTERNATE	STAFF MEMBER
Western Riverside Council of Governments (WRCOG) <i>(receive stipend) (\$150.00)</i>	1 st Monday of each month.	Franklin	Moyer	City Manager Rock
Riverside Transit Agency (RTA) <i>(receive stipend) (\$150.00)</i> <i>(plus round-trip mileage)</i>	4 th Thurs. of each month – 2:00 p.m. (Dark-August) (Nov. & Dec. 3 rd . Thursday)	Welch	Moyer	Heidi Meraz, Community Services Dir.
Riverside County Transportation Commission (RCTC) <i>(receive stipend) (\$100.00)</i>	2 nd Wednesday of each month - 10:00 a.m.	Franklin	Welch	Art Vela, Public Works Director and Heidi Meraz, Community Services Dir.
Pass Area Transportation NOW Committee	1 st Friday of each month at Noon	Welch	Miller	Heidi Meraz, Community Services Dir.
Regional Conservation Authority (RCA) <i>(receive stipend) (\$100.00 plus mileage)</i>	1 st Monday of each month.	Moyer	Franklin	

Assignments - 2017 (Continued)

GOVERNMENT ACCESS CHANNEL COMMITTEE <i>(as needed)</i>	PUBLIC UTILITY ADVISORY COMMITTEE FOR CITY OF BANNING (4/25/06) <i>(as needed)</i>	OVERSIGHT BOARD to Successor Agency of Dissolved CRA <i>(as needed)</i>	PUBLIC WORKS ADVISORY COMMITTEE 1/12/16 (Reso. 2016-07) <i>(as needed)</i>	
Peterson Welch	Miller Welch	Welch, Appt. Franklin, Alt. Brian Guillot, Staff Member	Peterson Moyer	

TUMF ZONE COMMITTEE	LEAGUE OF CALIF. CITIES – Contact and Executive Board Representative	LEAGUE OF CALIFORNIA CITIES (External Group)	SAN GORGONIO PASS WATER AGENCY (External Group)	COMMUNITY ACTION AGENCY (External Group) <i>(receive stipend)(??)</i>
Franklin Peterson, Alt.	Welch (Mayor)	City Council	Franklin Miller, Alt.	Moyer Staff Person, Alt.

2 x 2 COUNCIL WORKING GROUPS

Groups meet as needed.

BANNING UNIFIED SCHOOL DIST.	MORONGO BAND OF MISSION INDIANS	MT. SAN JACINTO COLLEGE	INTER- GOVERNMENTAL – LOBBYING <i>(Reso. 2012-89)</i>	
Moyer Franklin Deputy City Manager	Moyer Welch City Manager	Peterson Miller City Manager	Moyer Welch City Manager	

SAN GORGONIO MEMORIAL HOSPITAL	AD HOC BUDGET & FINANCE	AD HOC ECONOMIC DEVELOPMENT COMMITTEE		
Franklin Welch City Manager	Miller Moyer McQuown City Manager	Franklin Moyer City Manager		

A regular meeting of the Banning City Council; a joint meeting of the Banning City Council and the Banning City Council Sitting in Its Capacity of a Successor Agency and the Banning Housing Authority; and a scheduled meeting of the Banning Utility Authority was called to order by Mayor Welch on December 12, 2016 at 5:00 p.m. at the Banning Civic Center Council Chambers, 99 E. Ramsey Street, Banning, California.

COUNCIL MEMBERS PRESENT: Councilmember Franklin
Councilmember Moyer
Councilmember Peterson
Mayor Welch

COUNCIL MEMBERS ABSENT: Councilmember Miller

COUNCIL MEMBER ELECT: Daniela Andrade

OTHERS PRESENT: Michael Rock, City Manager
John C. Cotti, Interim City Attorney
Rochelle Clayton, Administrative Services Dir./Deputy City Manager
Alex Diaz, Police Chief
Fred Mason, Electric Utility Director
Heidi Meraz, Community Services Director
Arturo Vela, Public Works Director
Brian Guillot, Community Development Director
Philip Southard, Public Information Officer
James Barrett, Building Official
Tim Chavez, Battalion Chief
Steve Swarthout, Assistant Fire Marshal, Riverside County
Sonja De La Fuente, Executive Assistant/Deputy City Clerk
Marie A. Calderon, City Clerk

The invocation was given by Bob Botts. Councilmember Peterson led the audience in the Pledge of Allegiance to the Flag.

Mayor Welch recessed the regular City Council Meeting and called to order a joint meeting of the Banning City Council, the City Council Sitting in Its Capacity of a Successor Agency and the Housing Authority.

CERTIFICATION OF ELECTIONS RESULTS

1. Consideration of Adopting Resolution 2016-117, Reciting the Facts of the Consolidated General Election Held in Said City on November 8, 2016.
(Staff Report – Marie Calderon, City Clerk)

City Clerk gave the staff report on this item as contained in the agenda packet.

Motion Franklin/Moyer that the City Council adopt Resolution 2016-117, Reciting the Facts of the Consolidated Presidential General Municipal Election Held in Said City on November 8, 2016 and Declaring the Result Thereof and Such Other Matters as provided by Law. Mayor Welch opened the item for public comment; there were none. **Motion carried, all in favor with Councilmember Miller absent.**

PRESENTATION TO OUTGOING CITY COUNCIL MEMBER

Mayor Welch said at this time it is his pleasure and privilege in absence introduce you to our outgoing City Council Member Ed Miller. Mr. Miller could not be here this evening but asked that we read this statement in his absence (see attached Exhibit "A"). Mayor Welch said that he will make sure that Mr. Miller receives his plaque from the City of Banning signifying his years of service to the City and he will be missed on the City Council.

PRESENTATION TO OUTGOING MAYOR

City Manager said at this time we present to outgoing Mayor Welch a plaque in appreciation from the Council and the City as a whole thanking him for his one year of service as Mayor. He said that it is his distinct pleasure and honor to present this plaque and it has been his pleasure to work with him over the past year.

SWEARING IN OF CITY CLERK, CITY TREASURER AND COUNCIL MEMBERS

Interim City Attorney John Cotti gave the Oath of Office to the re-elected City Clerk Marie Calderon. The City Clerk gave the Oath of Office to re-elected City Treasure John McQuown, re-elected Council Member for District Two Don Peterson and new Council Member for District One Daniela Andrade.

REORGANIZATION OF CITY COUNCIL

1. City Council Reorganization

Mayor Welch conducted the reorganization of the City Council. Councilmember Peterson nominated George Moyer for Mayor seconded by Councilmember Franklin. Nominations were closed and George Moyer was elected as Mayor for a term of one year. Councilmember Moyer nominated Deborah Franklin for Mayor Pro Tem seconded by Councilmember Welch. Nominations were closed and Deborah Franklin was elected as Mayor Pro Tem for a term of one year.

Meeting recessed at 5:16 p.m. to a small reception in the Large Conference Room to congratulate the re-elected officials and the newly elected Council Member.

Mayor Moyer reconvened the regular City Council Meeting at 6:00 p.m.

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

City Council

Councilmember Franklin –

- A couple of months ago they talked about the Integrated Regional Water Management Grant that they applied for and did get. The grant is for \$1 million dollars involving 5 water agencies and we will be working very diligently on that but it was good win for the City and we tied for the highest score in the State.
- A couple of weeks ago she attended the Southern California Association of Governments Economic Summit where they talked about economic development within the Southern California area. One of the things that really stood out as they talked about jobs basically was that most of the job recovery has come back since the recession in terms of the number of jobs but the problem has been that the average salary is now \$20,000 less than it was before and the jobs that people had before are not the ones coming back. A suggestion was made by one of the panelist that what we ought to consider doing is importing people who are the professionals with the skilled labor that are needed for some of the jobs because there are jobs out there we just don't have enough people who are qualified to be able to take them. They also talked about the unintended consequences of some of our long-term land use planning policies and it is something that we might be considering in the long-term as we talk about what we want to plan for our City because things are changing so much with automation and the changing of our world that we try to plan for the future.
- They had a meeting for animal services last week and talked about a very successful first clinic that they had and they are already booked for the two-days in December and are working on the one for January. They will keep everyone posted as they continue working in that area.
- In regards to the Western Riverside Council of Governments there wasn't anything that applied to our City to report.

Councilmember Peterson –

- This past Saturday, December 10th, he had the privilege of accompanying the "Shop With a Cop Program" which was extremely successful. He doesn't know how many kids were there but the smile on their little faces was absolutely incredible; it was a joy. He said the City Manager was in attendance along with Mayor Moyer and Councilmembers Welch and Franklin. It was a great day and a happy day for a lot of kids.

Chief Diaz said that they had a total 21 kids representing the City of Banning, 1 representing the City of Desert Hot Springs and 19 representing the City of Beaumont. He mentioned that next year will be their 10th Year Anniversary so his goal is to create a program that will surpass anything that they have done. His goal is to hopefully double the number of kids that they serve next year.

Councilmember Welch –

- Thanked Chief Diaz and his whole staff for the "Shop With a Cop" Program. It was really a thrill to shop with the kids.

Councilmember Andrade –

- This is her first official meeting and really doesn't have anything to say other than thank to everybody who showed up and elected her to this seat. She only attended one event which was the Manufactured Housing Education Trust and it was actually very education and go to meet and talk to a lot of people and she looks forward to working for the City for the City of Banning.

Councilmember Moyer –

- He welcomed Councilmember Andrade and congratulated Don Peterson and Art Welch on their re-election. He also thanked Chief Diaz and all the officers that also showed up for the “Shop With a Cop” event. It was truly a nice event.

City Committee Reports –

- Councilmember Peterson said he will give his report during the Report of Officers that is on the agenda.
- Councilmember Franklin said in regards to the Expo they are moving ahead and have started their meetings. The date is scheduled for April 29, 2017.
- Councilmember Welch said this is not a City committee but it is a function that has been going on and this will be the 8th year for the Veteran’s Expo which will be held on the third Saturday in January at Beaumont City Hall. This event is really accommodating to the veterans and their families where they find out about their benefits and other things.

Report by City Attorney – Nothing to report at this time.

Report by City Manager

- Discuss and Consider Setting a Date for a Special City Council Meeting – Workshop on the Brown Act, Roberts Rules of Order, and the Rules of Procedure as outlined in the Code of Conduct. He said it has been several years since the City Council held a workshop like this and also that the Planning Commissioners and the Park and Recreation Commissioners would also be invited and especially for new Council Members it is very helpful to go over the entire set of rules. He went over the possible meeting dates and asked for direction from the Council.

There was Council and staff discussion in regards to this workshop date and time and what should be included. **There was a consensus of the City Council to meet on January 26th at 1 p.m. and to add the ICMA course as well.**

- You may have noticed that there are a significant number of large yellow signs soliciting real estate sales being attached to utility poles throughout the City and not only is this an eyesore but it is illegal. California Penal Code 556.1 and 591 provide for \$500 dollar fines and five years in prison. City staff has called the phone number on the sign and have informed the individual of the penal code violation and many residents may not know that this is illegal so this is a friendly reminder to please refrain from attaching anything to City utility poles.

Councilmember Peterson said that in September Councilmember Miller had asked for a report on parking on the San Geronio Bridge and when will that be coming forward.

City Manager said that staff has been working with Caltrans for the past several months to try to get some reasonable resolution that the Council could pass that they could accept and at this point staff has not been able to come to a meeting of the minds about how that might be worded and they would not accept a resolution at this point allowing for temporary access. Staff is still working on this and have no resolution at this time and Caltrans doesn’t want to set a precedent allowing cities or any other agency for that matter to use their state-owned bridges for anything.

Councilmember Peterson said so presently the word from Caltrans is that there is no parking on the bridge. City Manager said that is correct and staff is still exhausting every option that they have and hope to come back to the Council at some point in the future.

PUBLIC COMMENTS – On Items Not on the Agenda

Victoria Hatch, 1095 Dysart Drive addressed the Council stating that she is a member of the Board of the Trustees with the Banning Library District and thanked the Council and the continue of their discussion in hopes of building bridges and not barriers and moving forward in that direction.

Dorothy Familetti-McLean congratulated Councilmembers Peterson, Andrade and Mayor Moyer. She said at the last Council Meeting the City Attorney said that he would give a report on the status of Vanir and asked if there was anything on the agenda for this evening.

Interim City Attorney said that there is a confidential closed session on that item tonight and plan on bringing that publically at a future meeting.

Vanessa Villalobos, Banning Community Health Center addressed the Council stating that they are a community clinic that is federally and state granted and they do offer enrollment in to Medical, CalFresh and also Covered California. They are also a one-stop clinic and she listed all the services that they offer.

Alex Diaz, Police Chief, addressed the Council stating that they will have another animal clinic coming up this Wednesday and Thursday and unfortunately they will not be able to allow walk-ins for spay and neuter because they are completely booked. However, they are accepting walkups for chipping and for shots.

There was some Council discussion in regards to the original purpose of the Ad Hoc Committee which was in regards to the feasibility of whether or not to reopen the dog shelter.

City Manager said that staff will have a report to the Ad Hoc Committee with the cost of refurbishing the shelter. There are three basic things that have to be done: 1) regrading/site work; 2) repair to parts of the building where there was some water damage; and 3) the hardest part of all of this is that the kennels themselves have to be completely rebuilt because they don't meet current code and that is the last piece to be estimated by the engineer.

CORRESPONDENCE

City Clerk read a letter from Inge Schuler (attached Exhibit "B") regarding different City issues.

CONSENT ITEMS

Consent Items 16 and 23 were pulled for discussion.

1. Approval of Minutes – Special Meeting – 08/23/16 (*Workshop*)

Recommendation: That the minutes of the special meeting of August 23, 2016 be approved.

2. Approval of Minutes – Special Meeting – 09/13/16 (*Workshop*)

Recommendation: That the minutes of the special meeting of September 13, 2016 be approved.

3. Approval of Minutes – Special Meeting – 09/27/16 (*Workshop*)

Recommendation: That the minutes of the special meeting of September 27, 2016 be approved.

4. Re-approval of Minutes – Special Meeting – 09/27/16 (*Closed*)

Recommendation: That the minutes of the special meeting of September 27, 2016 be approved.

5. Approval of Minutes – Special Meeting – 10/11/16 (*Workshop*)

Recommendation: That the minutes of the special meeting of October 11, 2016 be approved.

6. Approval of Minutes – Special Meeting – 10/25/16

Recommendation: That the minutes of the special meeting of October 25, 2016 be approved.

7. Approval of Minutes – Special Meeting – 10/25/16 (*Workshop*)

Recommendation: That the minutes of the special meeting of October 25, 2016 be approved.

8. Approval of Minutes – Special Meeting – 10/25/16 (*Interviews*).

Recommendation: That the minutes of the special meeting of October 25, 2016 be approved.

9. Approval of Minutes – Special Meeting – 10/25/16 (*Closed*)

Recommendation: That the minutes of the special meeting of October 25, 2016 be approved.

10. Approval of Minutes – Regular Meeting – 10/25/16

Recommendation: That the minutes of the regular meeting of October 25, 2016 be approved.

11. Approval of Minutes – Special Meeting – 11/07/16 (*Workshop*)

Recommendation: That the minutes of the special meeting of November 7, 2016 be approved.

12. Approval of Minutes – Special Meeting – 11/07/16 (*Closed*)

Recommendation: That the minutes of the special meeting of November 7, 2016 be approved.

13. Approval of Minutes – Regular Meeting – 11/07/16

Recommendation: That the minutes of the regular meeting of November 7, 2016 be approved.

14. Ordinance 1503 – 2nd Reading: An Ordinance of the City Council of the City of Banning, Repealing Chapter 8.16 of the Banning Municipal Code and Adopting the 2016 California Fire Code as it's Amended in this Ordinance for, 1) Regulating and Governing the Safeguard of Life and Property from Fire and Explosion Hazards [Arising from the Storage, Handling and Use of Hazardous Substances, Materials and Devices] and from Conditions Hazardous to Life or Property in the Occupancy of Buildings and Premises in the City of Banning, and 2) Providing for the Issuance of Permits and Collection of Fees Therefor.

Recommendation: That Ordinance 1503 pass its second reading and be adopted.

15. Ordinance 1504 – 2nd Reading: An Ordinance of the City Council of the City of Banning, California, Amending Chapter 15.08 of the Banning Municipal Code by Adopting by Reference the Entirety of the Latest California Building Code, Residential Code, Green Building Standards Code, Plumbing Code, Mechanical Code, Electrical Code, and International Property Maintenance Code, All as Relative to Construction Codes.

Recommendation: That Ordinance 1504 pass its second reading and be adopted.

17. Resolution 2016-118: Acceptance of the 2016 State Homeland Security Program (SHSP) Grant through the Riverside Emergency Management Department in the amount of \$33,500 for the purchase, installation, and reprogramming of three (3) Motorola APX7500 Multi-Band Vehicle Radios in the police department's mobile command center.

Recommendation: That the City Council adopt Resolution No. 2016-118.

18. Accept the Right-of-Way Dedication from Sagemont-Banning, LLC for 6071 Joshua Palmer Way, APN: 419-120-026-5.

Recommendation: That the City Council accept the right-of-way dedication from Sagemont-Banning LLC for 6071 Joshua Palmer Way, Assessor's Parcel No. 419-120-026-5 and direct the City Clerk to accept and record said dedication.

19. Resolution 2016-119, Approving the Five-Year (2018-2022) Airport Capital Improvement Plan (ACIP) and Direct Staff to Submit the ACIP to the Federal Aviation Administration (FAA).

Recommendation: That the City Council adopt Resolution No. 2016-119.

20. Authorize the Director of Electric Utility to sign the Notice of Completion for Project No. 2013-04EL, City of Banning Hydroelectric Facility Rehabilitation.

Recommendation: That the City Council accept Project No. 2013-04EL, City of Banning Hydroelectric Facility Rehabilitation as complete, authorize the Director of Electric Utility to sign the Notice of Completion and direct the City Clerk to record the Notice of Completion.

21. Authorize the Director of Electric Utility to sign the Notice of Completion for Project No. 2014-01EL, Sunset Grade Separation Phase 2 – Underground Electrical Substructures.

Recommendation: That the City Council accept Project No. 2014-01EL, Sunset Grade Separation Phase 2 – Underground Electrical Substructures as complete, authorize the Director of Electric Utility to sign the Notice of Completion and direct the City Clerk to record the Notice of Completion

22. Authorize the Director of Electric Utility to sign the Notice of Completion for Project No. 2014-02EL, Downtown Underground Project Phase 3.

Recommendation: That the City Council accept Project No. 2014-02EL, Downtown Underground Project Phase 3 as complete, authorize the Director of Electric Utility to sign the Notice of Completion and direct the City Clerk to record the Notice of Completion

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

Motion Franklin/Peterson that the City Council approve Consent Items 1 through 15 and 17 through 22. Motion carried, all in favor.

16. Receive and File the List of Contracts approved under the City Manager's signature authority of \$25,000 or less.

Councilmember Peterson said under the contracts approved under the City Manager's authority on November 17th there is under Administrative Services a contract to the law firm of Kronick, Moskovitz, Tiedemann & Girard for \$14,250.00. However on the staff report and on the contract itself, the contract is dated June 9th. So there is conflict between these items and he doesn't really know how they can approve this contract in this pile when in the same breath you are asking for a first amendment to a City Manager contract with a signature authorization of \$25,000 and then asking for a first amendment to it to add another \$18,000 and exceed your authority of \$25,000. He said that he is kind of getting ahead of himself but you can see where he is going when the staff report gets here because it is a violation of the City Ordinance and he read from the City ordinance at this time.

Deputy City Manager clarified that attorney services are an exception to the normal bidding process. This was specialized legal service to help with the developer agreement and this is a pass-through that is going to be paid by Rancho San Geronio.

Mayor Moyer clarified that Councilmember Peterson is addressing Consent Item No. 16 and Reports of Offices on page 391 regarding Resolution 2016-121 to approved a first amendment to add \$18,562.01 to that contract which exceeds the City Manager authority. Councilmember Peterson said that this also goes further than that in regards to the attorney's itemized billing statement and the plagiarizing of a contract.

There was further Council and staff dialogue in regards to this item and also in regards to the item under Reports of Officers regarding the contact amount being exceeded.

Motion Franklin/Welch that Consent Item No. 16 to receive and file the list of contracts approved under the City Manager's signature authority of \$25,000 or less be approved. Motion carried, with Councilmember Peterson voting no.

23. Authorize the Director of Electric Utility to sign the Notice of Completion for Project No. 2015-01EL, Lincoln St., Airport and City Yard Electrical Distribution Improvements.

Councilmember Peterson said the line item was kind of open-ended specifically saying to authorize the Director of Utility to sign the Notice of Completion for the project on Lincoln, Airport and City Yard Electrical Distribution Improvements. He would like City Yard Electrical Distribution Improvements defined.

Director Mason defined the improvements to the voltages to be consistent. Councilmember Peterson asked if this would include cameras. Director Mason said no.

Mayor Moyer opened the item for public comment; there was none.

Motion Peterson/Franklin that the City Council approve Consent Item No. 23 accepting Project No. 2015-01EL, Lincoln St., Airport and City Yard Electrical Distribution Improvements as complete, authorize the Director of Electric Utility to sign the Notice of Completion and direct the City Clerk to record the Notice of Completion be approved. Motion carried, all in favor.

PUBLIC HEARINGS

1. Review and Consider Adoption of Resolution 2016-80, Approving the Agreement for Transfer of the Sales Tax Sharing and Operating Agreement between the City of Banning and Dalia Auto Group, LLC and Khan Properties and Holdings, LLC, doing business as Diamond Hills Chevrolet Buick GMC as per Terms of Agreement Approved by Council at its October 25, 2016 Meeting *(continued from 11/7/16 Council Meeting)*
(Staff Report – Rochelle Clayton, ASD/Deputy City Manager)

Deputy City Manager gave the staff report on this item as contained in the agenda packet.

Mayor Moyer opened the public hearing on this item for comments from the public. Seeing no one coming forward, Mayor Moyer closed the public hearing.

Motion Peterson/Franklin that the Council adopt of Resolution 2016-80, Approving the Agreement for Transfer of the Sales Tax Sharing and Operating Agreement between the City of Banning and Dalia Auto Group, LLC and Khan Properties and Holdings, LLC, doing business as Diamond Hills Chevrolet Buick GMC as per Terms of Agreement approved by Council at its October 25, 2016 meeting. Motion carried, all in favor.

REPORTS OF OFFICERS

1. Discuss and Consider Adopting Resolution 2016-116, Awarding a Professional Services Agreement to Stantec Consulting Services, Inc. for the Design of the Reconstruction and Widening of Ramsey Street and Hathaway Street in the amount of \$254,512 and approving a 10% Contingency.
(Staff Report – Art Vela, Public Works Director)

Director Vela gave the staff report on this item as contained in the agenda packet.

There was some Council and staff dialogue in regards to the scope of the project, raised or painted medians, widening of Hathaway to Hoffer Street, cost and completion of the design and approximate completion of the work to be done.

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

Motion Peterson/Welch that the City Council: 1) adopt Resolution 2016-116, Awarding a Professional Services Agreement to Stantec Consulting Services, Inc. of Redlands, CA in the amount of \$254,512 for the Design of the Reconstruction and Widening of Ramsey Street and Hathaway Street and approving a 10% contingency of \$25,451 for a total project budget of \$279,963; 2) Authorizing the City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to the Professional Services Agreement; and 3) Authorizing the City Manager to execute the Professional Services Agreement with Stantec Consulting Services, Inc. of Redlands, CA in the amount of \$254,512 and to approve change orders within the 10% contingency. Motion carried, all in favor.

2. Discuss and Consider Adopting Resolution 2016-120, Awarding a Construction Agreement for Project No. 2016-03, Street Improvements at Various Locations to All American Asphalt of Corona, CA in the amount of \$944,900 and establishing a total project budget of \$1,039,390 and reject all other bids.
(Staff Report – Art Vela, Public Works Director)

Director Vela gave the staff report on this item as contained in the agenda packet.

Councilmember Franklin asked if all of this work will be completed in 2017. Director Vela said yes.

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

Motion Franklin/Peterson that the City Council approve the following actions: 1) adopt Resolution 2016-120, Approving a Construction Agreement for Project No. 2016-03, Street Improvement at Various Locations to All American Asphalt of Corona, CA in the amount of \$944,900 and a 10% contingency in the amount of \$94,490 for a total project budget of \$1,039,390 and rejecting all other bids; 2) Authorize the City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to the Construction Agreement for Project No. 2016-03, Street Improvements at Various Locations and to approve change orders within the 10% contingency; and 3) Authorize the

City Manager to execute the Construction Agreement with All American Asphalt for Project No. 2016-03, Street Improvements at Various Locations. Motion carried, all in favor.

3. Discuss and Consider Adopting Resolution 2016-115: Authorizing the Police Department to lease vehicles through the National Auto Fleet Group.
(Staff Report – Alex Diaz, Police Chief)

Chief Diaz gave the staff report on this item as contained in the agenda packet.

There was Council and staff dialogue in regards to the need for auto replacement, what will be done with the vehicles being used now, financing of the vehicles, mileage retirement date, and the need for a vehicle replacement program.

Councilmember Peterson said he received a call asking if the City was having financial problems since you are now beginning to lease cars.

Deputy City Manager said that is incorrect; we are not having financial problems. Because of the piggyback contract, the co-op contract and the low interest rate, this seemed to be a very good deal in looking at what the total cost would be to outright buy the vehicles. We could do that but it would end up costing more than this so this seemed to be a better option.

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

Motion Franklin/Welch that the City Council adopt Resolution 2016-115, authorizing the Police Department to enter into a three (3) year lease agreement with Ford Credit for one (1) Police Interceptor unmarked sedan, one (1) Police Interceptor CSO sedan, and six (6) Police Interceptor Utility Patrol Explorers through the National Auto Fleet Group in an amount not to exceed \$81,804 annually or \$245,412 overall. Motion carried, all in favor.

4. Discuss and Consider Adopting Resolution 2016-121, Requesting approval of the First Amendment to the Professional Services Agreement for Legal Services between the City of Banning and Kronick, Moskovitz, Tiedmann and Girard for the Rancho San Geronimo Specific Plan Development.
(Staff Report – Brian Guillot, Community Development Director)

Director Guillot gave the staff report on this items as contained in the agenda packet.

Councilmember Peterson said that he wanted to go back to Ms. Clayton's comment about the City Manager's prerogative to bypass certain things and he read from the Ordinance per the City's Code Section No. 3.24.090 (a), "Professional Services Contracts of \$25,000 or less shall be awarded by the City Manager upon recommendation of the director of the department or the department responsible for the project. Wherever possible procurement of professional services shall be pursuant to the formal bidding procedure as prescribed in Section 3.24.070." He said so the point is that in going to these professional services it should have been through the bidding process and the Ordinance so states.

Deputy City Manager said what she was citing earlier actually wasn't in the ordinance; it was in the purchasing policy that was approved by the City Council in 2001.

Councilmember Peterson said that policy doesn't override Ordinance. Deputy City Manager said this is what staff follows because this gives a lot more detail and a lot more instruction for the purchasing guidelines they refer back to the purchasing policy and it is under the exceptions to a standard purchasing procedure and she read the exception

There was Council and staff dialogue in regards to the City's Ordinance per Code Section 3.24.090 (a), the purchasing policy and guidelines regarding exceptions, purchasing policy not superseding ordinances, and the invoice exceeding the contract amount, this being a violation of the Code, and trying to pass this by the Council. There was some further Council dialogue in regards to the original amount of the contract and implications to the City if this is not paid.

Motion Franklin/Welch that the City Council reject this request and turn it over to Diversified Pacific to handle directly. Mayor Moyer opened the item for public comments; there were none. **Motion carried, all in favor.**

5. Discuss and Consider Municipal Code amendment to expressly prohibit all commercial marijuana land uses throughout the City as an urgency measure.
(Staff Report – Brian Guillot, Community Development Manager)

Director Guillot gave the staff report on this item as contained in the agenda packet.

Councilmember Peterson gave a report regarding the issues regarding marijuana (attached Exhibit "C").

There was much Council and staff dialogue in regards to medicinal use of marijuana, non-medical use, factual report on legalizing the drug in a community, stats from other states, benefits outweighing negative impacts, enforcement, personal cultivation issues, prohibitions, permit fees, restrictions, and the City limiting the household use.

Interim City Attorney said this ordinance is designed to bring the Banning Municipal Code into compliance with the recently passed Proposition 64. Proposition 64 allows the cultivation in a residence of six plants. Because we have a prohibition currently against cultivation this brings our ordinance into compliance with State law and that is all it is really designed to do. It doesn't change any of the State law in regards to medical marijuana, it doesn't change any of the State law that has been recently passed with regards to Proposition 64. It is simply designed to bring the Code into compliance with State law which allows for the growing of six plants per household under Proposition 64.

Councilmember Andrade asked if we can at least limit six plants per household versus six plants per individual.

City Manager said that it is already in the State law that it is six plants per household regardless of how many adults there are in the household.

Councilmember Franklin asked if there was a way to clarify that because she believes that it was on page 425 – No. 5 because it does say per permit holder so if it is per household, are we going to amend that to show that instead of per person. Interim City Attorney said that they can do that.

Mayor Moyer opened the item for public comment.

Heidi Meraz addressed the Council stating that living in an area where there is obvious large scale cultivation going on she would certainly appreciate the Council doing something so that the laws can be enforced.

George Robinson, business owner in Banning for over 20 years addressed the Council stating that when he was in the hospital because of a stroke he asked the doctors if he could smoke medical marijuana and they told him the next day that their concern was alcohol. That was the lead cause for strokes along with drugs and they never came back with an answer to the question he asked. He asked another doctor and was told that there was no statistics that states that it causes a stroke so they told him it was okay. He said he can have the medical marijuana and he does not drink but the marijuana does help him with the stroke and he just wanted the Council to know that. If it does get passed, he already has family members in place that want to move back to Banning that are a broker and want to invest in the cultivation side of it. He has been looking at Desert Hot Springs and what they have in their ordinance and it is working well is a cap on the dispensaries and it is at 19 and they are not allowing anymore. As a business owner instead of him taking his business out of the city where it is going to cost him more money to go to work somewhere else he would rather stay here and pay his taxes here and not go anywhere else to do it.

Mayor Moyer closed the item for further public comments.

Interim City Attorney said to address the concerns of Councilmembers Franklin and Andrade he would propose that Section 5 be amended to read as follows: “Cultivation shall not exceed six (6) marijuana plants of any size per Marijuana Cultivation Permit holder. There can be only one (1) Marijuana Cultivation Permit holder per household.

Mayor Moyer asks the Interim City Attorney to read the title of Urgency Ordinance 1505.

Interim City Attorney read: “An Urgency Ordinance of the City of Banning Amending Section 8.48.330 (“Cultivation, Manufacture, or Sales of Drugs”) and Adding Chapter 5.34 (“Marijuana Cultivation”) to Title 5 (Business Licenses and Regulations) of the Banning Municipal Code to Regulate the Cultivation of Marijuana for Personal Use by Creating a Marijuana Cultivation Permit; and Declaring the Urgency Thereof.”

Motion Peterson/Welch to waive further reading of Urgency Ordinance 1505. Motion carried, all in favor.

Motion Welch/Peterson that Urgency Ordinance No. 1505 be adopted. Motion carried, all in favor.

Mayor Moyer recessed the regular City Council Meeting and called to order a Scheduled Meeting of the Banning Utility Authority.

BANNING UTILITY AUTHORITY

CONSENT ITEMS

1. Resolution 2016-21UA, Approving an Agreement in the amount of \$57,533 with Cla-Val for the Servicing of the City's Cla-Val Water Valves.

Chairman Moyer opened the item for public comments; there were none. **Motion Franklin/Peterson that the Board approve Consent Item No. 1. Motion carried, all in favor.**

REPORTS OF OFFICERS

1. Discuss and Consider Adopting Resolution 2016-19 UA, Awarding a Professional Services Agreement to Carollo Engineering, Inc. of Costa Mesa, CA for the Integrated Master Plan for Water, Wastewater, and Recycled Water System in the amount of \$392,131 and include a 10% Contingency for a total project budget of \$431,344.
(Staff Report – Art Vela, Public Works Director)

Director Vela gave the staff report on this item as contained in the agenda packet.

There was Council and staff dialogue in regards to the difference between this and the Urban Water Management Plan, being able to apply for grant funding if this is done, cost of the study, and information needed by Willdan to meet their deadline.

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

Motion Peterson/Franklin that the Authority Board: 1) adopt Resolution 2016-19 UA, Approving a Professional Services Agreement with Carollo Engineers, Inc. of Costa Mesa, CA in an amount not to exceed \$392,131 and include a 10% contingency for a total project budget of \$431,344; 2) Authorizing the City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to the project and to approve change orders within the 10% contingency; and 3) Authorizing the City Manager or his designee to execute the Professional Services Agreement with Carollo Engineers, Inc. Motion carried, all in favor.

2. Discuss and Consider Adopting Resolution 2016-20 UA, Awarding a Construction Agreement for Anaerobic Digester Dome Seal Repair and Cleaning of Digester to Pipe and Plant Solutions, Inc. of Oakland, CA in the amount of \$181,760 and include a 10% contingency for a total project budget of \$206,536 and reject all other bids.
(Staff Report – Art Vela, Public Works Director)

Director Vela gave the staff report on this item as contained in the agenda packet. He also wanted to note that if you looked at the bid schedule there was an error on the contractor's behalf and our purchasing manager made contact with them and they have determined that the bottom line

dollar amount on that bid schedule is correct they just didn't multiply their number all the way across on item number two.

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

Motion Welch/Franklin that the Authority Board: 1) adopt Resolution 2016-20, Approving a Construction Agreement for Anaerobic Digester Dome Seal Repair and Cleaning of Digesters to Pipe and Plant Solutions, Inc. of Oakland, CA in the amount of \$187,760 and a 10% contingency in the amount of \$18,776 to cover unforeseen conditions and reject all other bids; 2) Authorizing the City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to the Construction Agreement for Anaerobic Digester Dome Seal Repair and Cleaning of Digesters and to approve change orders within the 10% contingency; and 3) Authorizing the City Manager or his designee to execute the Construction Agreement with Pipe and Plant Solutions, Inc. for Anaerobic Digester Dome Seal Repair and Cleaning of Digesters. Motion carried, all in favor.

3. Discuss and Consider Adopting Resolution 2016-18 UA, Approving an Amendment to the Contract with Willdan Financial Services for the Services for Water, Wastewater and Reclaimed Water Rate Study in the Amount of \$31,765, Authorize the City Manager to Execute the Amendment, and Authorize the Administrative Services Director to Make the Necessary Budget Adjustments, Appropriations and Transfers. (Staff Report – Rochelle Clayton, Deputy City Manager/ASD)

Deputy City Manager Clayton gave the staff report on this item as contained in the agenda packet.

There was Council and staff dialogue in regards to the original contract amount not being totally expended and this item so time sensitive.

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

Motion Franklin/Welch that this item be continued and brought back to the January 10th Scheduled Meeting of the Banning Utility Authority. Motion carried, all in favor.

BANNING FINANCING AUTHORITY (BFA) - no meeting.

Mayor Moyer adjourned the scheduled meeting and reconvened the regular City Council Meeting.

ITEMS FOR FUTURE AGENDAS

New Items –

Councilmember Franklin asked the Council to consider when we talk about the downtown plan and we have approved several tonight and not a single vendor has been from our area if there is a way we can look at through our economic development in trying to attract some of these professional firms out here whether they are either consulting firms or the ones that are doing the actual public works contracts that we might eventually have a firm that we can say is actually from Banning.

Councilmember Welch said that he had a conversation with Randon Lane about the annual report from Southern California Gas and Mr. Lane will be the Gas Company's representative that will report to us and if someone from staff would contact him to give him an idea of what we are looking for or if we just want general feedback. City Manager said that he did speak with him and will contact him again.

Mayor Moyer said he would like an agenda item on what we are going to do to get a permanent City Attorney. City Manager said he was planning to bring that to the Council in January.

Pending Items – City Council

1. Annual Report by Southern California Gas Company
2. General Plan – allow for people to have gardens on their property
3. Consideration of the Annual Disaster Survival Expo as a City signature event.
4. Join other agencies to challenge the State in regard to Chromium-6 water issue.

(Note: Dates attached to pending items are the dates anticipated when it will be on an agenda. The item(s) will be Removed when completed).

CLOSED SESSION

Interim City Attorney stated that there are four items for closed session: 1) anticipated litigation involving the Banning Library District and their challenge to the City's approval of the Rancho San Gorgonio Project; 2) existing litigation SoCal Environmental Justice Alliance v. City of Banning; 3) anticipated litigation regarding the Vanir project; and 4) anticipated litigation regarding Banning Business Center.

Meeting went into closed session at 9:05 p.m. and reconvened at 10:16 p.m.

City Attorney said that the Council met in closed session to discuss the four items listed in the closed session agenda and the Council was provided an update from legal counsel on all four items and at the conclusion of the closed session the Council took no reportable actions.

ADJOURNMENT

By common consent the meeting adjourned at 10:16 p.m.

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.

Marie Calderon

From: emiller1
Sent: Saturday, December 10, 2016 12:57 PM
To: Marie Calderon
Subject: Council Meeting

I would appreciate your reading the following at the appropriate time at the next Council meeting:

To Council Members and Banning residents:

Since my appearance at this Council meeting today would be strictly be a ceremonial one, which I have never taken as other than a frilly part of my duties on the Council, I will not be present today. Besides, not appearing saves me the cost of a haircut.

I wish to thank those who voted for me , and express my appreciation to those who worked towards my re-election, for their confidence in my attempts to improve Banning. I also wish to give credit to those who did not vote for me for giving me back my time to enjoy myself instead of spending my time working to improve the future of Banning.

I also wish the new and returning Council members the best in their efforts to continue the improvement of the welfare of Banning residents.

Ed Miller

Exhibit "A"

17
reg.mtg.-12/12/16

Received 12/12/16

EXHIBIT "B"

Inge Schuler
Banning, CA

12 December 2016

City Council members:

When Mr Welch announced his decision to run for the Banning City Council again, he made it a point to reiterate that he had several plans for the city and wanted to see them through while he had the opportunity. I strongly urge Mr Welch to present these plans at the January 10 City Council meeting, so that the citizens of the entire town can be acquainted with the plans especially as Mr Welch is now representing only his District 3.

I am not alone in being curious about the results of the efforts made by our special attorney Mr Miliband in order to solve the problem with the Flume. He has been retained for quite a few months now at a monthly fee of \$6,500.00 and yet there has been no report of his expensive efforts. It is time to get some pertinent information on this. Please put the item on the list of future agendas, the sooner the better, with a full accounting.

Re: the perennial problem of the Business Center on Lincoln Street. In view of the recent events in Oakland, it seems rather urgent that we obtain a permanent solution to this homeless habitat. I understand that Los Angeles is finally moving in the direction of a receivership on one of the illegally converted warehouses downtown after dragging feet for about two years. It is unfortunate that a tremendous, unnecessary loss of life has to happen before a civilized society gets moving in an appropriate direction.

Finally, on today's agenda is the Consent Item # 16, a list of contracts entered by the city manager, including the item dated NOVEMBER 17 of this year, when actually, the agreement was entered on June 9, 2016. Apparently the Development Agreement in question was actually drafted by the firm of David Aleshire, but modified by the new attorney using a Pardee agreement as a template – his own words in response to an inquiry by Councilman Peterson at the October 11 afternoon meeting. The June 9 agreement was never published for the council as it was well within the \$25,000.00 limit granted to the city manager per ordinance. Now, suddenly, the council is asked to amend a contract and exceed the limit by a rather hefty amount. That amounts to a classic sneak attack on the city finances. This was not in the original agreement and should be denied.

Respectfully submitted,
Inge Schuler

Exhibit "B"

The Marijuana Ad Hoc Committee met in July, Aug, & Sept. Members in attendance were Mayor Welch, Councilman Peterson, Chief Diaz, Cpt. Holder, City Planner Brian Guillot, Attorney Joshua Naggaer, and Community member Terry Wilson.

In spite of the now 28 States that have some type of Cannabis Legalization either in the form of Medical, Recreational, or both, our Ad-Hoc Committees purpose was to determine if Marijuana should be allowed to be cultivated, sold and transported within the City Limits of Banning. And, if allowed, what part of the City would cultivation occur, and how many retail stores would be allowed and where.

Many issues regarding marijuana have come in to discussion. The most concerning and largest factor was Marijuana is still listed as a Schedule 1 Federal Drug. And, although the DEA has temporarily suspended its enforcement of the drug in States where it has been legalized or pending Legalization, the DEA still concludes that cannabis should remain a "Schedule 1" drug deemed to have no medical use and a high potential for abuse.

On August 16, 2016, 9th Circuit Federal Court Judge O'Scannlain stated, that the DEA's temporary restraint or Budget Rule prohibition for marijuana enforcement in States where it has been legalized or pending Legalization could change with a new Presidential administration.

Judge O'Scannlain's opinion was spot on with President Elect Donald Trump's selection of Senator Jeff Sessions as the US Attorney General. It is well known that Senator Sessions has had a long standing fight against Marijuana, and the cannabis industry is expecting some potential setbacks. I expect some big court battles coming soon. Other factors taken in to consideration were Zoning, School and Home locations, Crime Stats, cannabis edibles and their packaging, and the size of our Police Department.

On Nov. 7, 2012, the State of Colorado legalized Marijuana for Recreational purposes, and that is when Colorado's problems began. On October 12, 2017 Mitchell R. Morrissey, the District Attorney for Denver, Colorado released a letter that contained the following statistics:

In 2013 traffic related marijuana deaths have increased 48%,

Marijuana related emergency room visits have increased 49%, and marijuana related calls to the poison center have increased 100%.

According to the Colorado Bureau of Investigations in 2015 statewide homicides in Colorado rose 14.7 % over the previous year. Pueblo, Colorado had the highest homicide rate in the state with 11.1 killings per 100,000 residents.

Aurora, Colorado's homicide rate more than doubled from 2014.

Additionally, more places in Colorado were robbed and more thefts occurred, especially cars, as 193,115 motor vehicles were reported stolen, up 27.7 % in 2015 from the previous year.

In 2015, sexual assaults rose 10% in Colorado with Denver, Aurora, Lakewood, Westminster and Pueblo all reporting higher numbers as well.

The number of crimes in Denver has grown by about 44 %, according to annual figures the city reported to the National Incident Based Reporting System.

In 2015 in Denver alone crime rose in every neighborhood in the city. The murder rate hit a decade high, 1059 more cars were broken into, there were 903 more auto thefts, 321 more aggravated assaults and 231 more homes were broken into compared to 2014.

The Denver police department is dealing with a 900% increase in the unlawful cultivation and manufacture of marijuana concentrate, and a 99% increase in the unlawful distribution of marijuana and marijuana concentrate.

The quantity of illegal marijuana seized by the Denver police has increased 3,424% on average per case. The volume of marijuana seized per case has increased from an average of 162 pounds to 5724 pounds.

In Denver, unlawful public consumption of marijuana citations has increased over 300% per year since the legalization of recreational marijuana. The Denver police department is busier enforcing marijuana laws and investigating crimes directly related to marijuana, including murderers, robberies, and home invasions, than any other time in the history of the city.

Another City to look at is Pueblo.

The story of Pueblo is a cautionary tale of what happens when County commissioners try to resolve their financial difficulties with tax revenue from marijuana. This small city with a population of 120,000 is a former steel mill town which fell on hard times. It ranks #2 in the state for poverty.

Seventy percent of the counties in Colorado opted out of Amendment 64, which commercialized and legalized marijuana. The city of Pueblo banned retail marijuana, but the county of Pueblo began to give licenses to marijuana grows and retail stores.

Pueblo County commissioners saw marijuana as an opportunity to fill empty factories and create jobs. They made the decision against the wishes of most of the county's 160,000 residents.

An influx of 15,000 migrants moved to Pueblo for the drug, and some looking for jobs in the industry. Pueblo now has a tremendous homeless problem. Tent villages are housing newcomers who can't afford or find homes. Social services, soup kitchens and emergency rooms are stressed to the breaking point. So far in 2016, 5800 people have asked the local homeless center for assistance, a 49% increase since 2013. Approximately one-third of county residents, 67,000 are on Medicaid.

The black market is now growing alongside the legal industry. The Sheriff's office finds that foreign cartels from Laos, Argentina, Cuba and Russia are now operating in Pueblo. The cartels are buying or renting homes and setting up illegal grows. Law enforcement has busted sixty illegal grows in 2016, there are 1500 other documented grows –also illegal. Sheriff Kirk Taylor is also retooling his tracking methods to account for the increasing crimes associated with marijuana. Currently Pueblo has the highest murder rate in the state, at 11.1 per 100,000.

"Those living in the rural areas are scared," reports Paula McPheeters of the Citizens for a Healthy Pueblo. "The marijuana grows are despoiling the land and draining the water aquifers. Squatters are growing marijuana and crime is increasing."

McPheeters says the community is being overwhelmed by outsiders moving in and taking over. Gang activity is increasing, drive by shootings, petty crime, auto theft are now big problems in a once peaceful community.

"Pueblo County now has 20 retail marijuana stores, compared to our 18 McDonalds, Starbucks and Walmart stores combined," says McPheeters. The county took in 3.5 million in tax revenue from the marijuana industry, but McPheeters says, "The social costs to the community could easily be upwards of two times that amount."

The biggest concern is the increase in youth drug use. Thirty one percent of youth age 12-17 are using marijuana in Pueblo County, three times the national average. Tragically, 12% have tried meth-amphetamine or heroin. The community has inadequate drug treatment facilities, so when teens get into trouble with addiction it is difficult to get them help.

In the State of Washington, and according to a new AAA Foundation for Traffic Safety research, fatal crashes involving drivers who recently used marijuana more than doubled — from 8 percent to 17 percent — in Washington one year after the state legalized the drug for recreational use. This translates to one in six drivers involved in fatal crashes testing positive for active-THC, the ingredient in marijuana that causes impairment.

While the data analyzed for the study did not include enough information to determine which driver was at fault in a given crash, the trend is troubling because the proportion of fatal crashes involving marijuana in Washington had been relatively stable between 2010 and 2013.

In fact, marijuana decreases driver performance and attention, and increases reaction time and lane deviation. Furthermore, previous research shows that drivers killed in crashes who tested positive for marijuana were 1.3 to 6.6 times more likely to have caused the collision.

And finally, there are billions of dollars spent each a year on the sales of Marijuana. One must remember: This a cash only crop, and credit cards are not accepted. Nor can the owner of a legalized marijuana business deposit the cash sales or proceeds in to a US Bank. The Federal Government still considers the Sale of Marijuana illegal, therefore the profits and cash are illegal. There again, this is another problem that increases crime. Thieves and Robbers know that, there is always a cache of money at the local marijuana dispensaries.

Now we must ask ourselves: Will the benefits of legalizing Marijuana for Cultivation, Sales and Transportation in the City of Banning outweigh the Negative Impacts?

With this, I will turn to my colleagues for a discussion.



CITY OF BANNING CITY COUNCIL REPORT

TO: CITY COUNCIL

FROM: Michael Rock, City Manager

PREPARED BY: Art Vela, Director of Public Works
Kevin Sin, Senior Civil Engineer

MEETING DATE: January 10, 2017

SUBJECT: Authorize the City Manager to sign the Notice of Completion for Project No. 2015-01W, "Water Main Improvements" as complete and direct the City Clerk to record the Notice of Completion

RECOMMENDATION:

That the City Council accept Project No. 2015-01W, "Water Main Improvements" as complete, authorize the City Manager to sign the Notice of Completion and direct the City Clerk to record the Notice of Completion.

JUSTIFICATION:

Staff has determined that the project has been completed per the contract documents including the approved plans and specifications.

BACKGROUND:

On March 23, 2016 the City Council adopted Resolution 2016-04UA awarding a Construction Agreement to Tri-Star Contracting II, Inc. of Desert Hot Springs, CA in the amount of \$510,993.50 for the construction of Project No. 2015-01W, "Water Main Improvements".

The principal items of work included the installation of water main pipe, valves, fire hydrants, water services, meters and appurtenances on Hargrave Street between Hoffer Street and Indian School Lane in accordance with City of Banning Standard Specifications.

FISCAL IMPACT:

The final contract amount for this project was \$536,208.31, 4.9% above the original contract amount and within the approved 10% contingency. The project was funded by the Water Main Fund, Account No. 660-6300-471.95-10.

OPTIONS:

1. Accept Project No. 2015-01W, "Water Main Improvements" as complete and direct the City Clerk to record the Notice of Completion.
2. City Council may elect to not accept the project as complete, which would keep the project open and prevent the release of retention funds.

STRATEGIC PLAN OBJECTIVE:

The Project No. 2015-01W, "Water Main Improvements" supports Goal No. 4 of the Strategic Plan, "Public Health & Safety". The water main replacement project improves the reliability of the City's water distribution system.

ATTACHMENT:

1. Notice of Completion

Approved by:



Michael Rock,
City Manager

ATTACHMENT 1

(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
11

12
13 NOTICE OF COMPLETION

14 PROJECT NO. 2015-01W, "WATER MAIN IMPROVEMENTS"
15

16
17 THIS NOTICE OF COMPLETION IS HEREBY GIVEN by the OWNER, the City
18 of Banning, a municipal corporation, pursuant to the provisions of Section 3093 of the Civil
19 Code of the State of California, and is hereby accepted by the City of Banning, pursuant to
20 authority conferred by the City Council this December 12, 2016, and the grantees consent
21 to recordation thereof by its duly authorized agent.
22

23 That the OWNER, the City of Banning, and Tri-Star Contracting II, Inc. of Desert Hot
24 Springs, California, the vendee, entered into an agreement dated March 23, 2016, for
25 Project No. 2015-01W, "Water Main Improvements".
26

27 The principal items of work includes the installation of water main pipe, valves, fire
28 hydrants, water services, meters and appurtenances on Hargrave Street between Hoffer
29 Street and Indian School Lane in the City of Banning per the City of Banning Standard
30 Specifications.
31

32 That the work of improvement was completed on November 15, 2016, for Project No.
33 2015-01W "Water Main Improvements":

34 (1) The Nature of Interest was civil improvements completed on November 15,
35 2016 for Project No. 2015-01W, "Water Main Improvements".

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

4 (3) That said work of improvement was performed Hargrave Street from Hoffer
5 Street to Indian School Lane in Banning, California 92220.

6 (4) That the original contractor for said improvement was Tri-Star Contracting
7 II, Inc., State Contractor's License No. 909195.

8 (5) That Performance and Payment bonds were required for this project.

9 (6) The nature of interest is in fee.

10
11 Dated: December 12, 2016

12 CITY OF BANNING
13 A Municipal Corporation
14

15
16
17 By _____
18 Michael Rock, City Manager
19

20
21 APPROVED AS TO FORM:
22
23
24

25 _____
26 John Cotti, Interim City Attorney
27 Jenkins & Hogin, LLC
28
29
30
31
32
33
34

JURAT

State of California
County of Riverside

Subscribed and sworn to (or affirmed) before me on this 12th day of December, 2016 by
_____ proved to me on this basis of satisfactory evidence to be the
person(s) who appeared before me.

(S e a l)

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 December 12, 2016 at Banning, California.

City Clerk of the City of Banning



CITY OF BANNING CITY COUNCIL REPORT

TO: CITY COUNCIL

FROM: Michael Rock, City Manager

PREPARED BY: Brian Guillot, Community Development Director
Ted Shove, Economic Development Manager

MEETING DATE: January 10, 2017

SUBJECT: Receive and File Pre-Annexation and Development Agreement Review of Banning Bench Specific Plan

RECOMMENDATION:

Receive and file Pre-Annexation and Development Agreement review of Banning Bench Specific Plan, with Loma Linda University as property owner.

JUSTIFICATION:

As a condition of approval and pursuant to California Government Code Section 65865.1; Development Agreements are reviewed by local jurisdictions annually for project performance.

BACKGROUND:

In July 1995, the City approved a Pre-Annexation and Development Agreement with Loma Linda University ("Property Owner") for a master planned residential development constructing up to 944 residential units within a project area of approximately 595 acres (attached Project Map). The project is located north of Wilson Street and east of Sunset Avenue, known as the "Banning Bench Specific Plan". The project was approved with a twenty five (25) year life span, which expires in August 2020.

The City has made multiple attempts to contact the Property Owner, to determine overall project viability. In response, a letter was received on November 28, 2016 (attached).

An annual review of this project will continue until the project further advances or entitlements expire.

ATTACHMENTS:

1. Ordinance 1178
2. Ordinance 1331
3. Aerial Project Map
4. Correspondence from Loma Linda University, dated November 28, 2016

Approved by:



Michael Rock
City Manager

ATTACHMENT 1

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INTENTIONALLY***

June 30, 1995

City Council Meeting
July 11, 1995

TO: Honorable Mayor and City Council

FROM: Community Development Director

PUBLIC HEARING

SUBJECT: ORDINANCE NO. 1178: SECOND READING - PROPOSED PRE-ANNEXATION AND DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BANNING AND LOMA LINDA UNIVERSITY.

RECOMMENDATION: The City Council approve by second reading Ordinance No. 1178, and adopt same.

RECOMMENDED MOTIONS:

Environmental Documents:

"The City Council finds that adopting Ordinance No. 1178 has no potential for causing significant adverse effects on the environment because the decision to adopt the pre-annexation and development agreement has no traffic consequences, impacts on air, biology, land use, etc. Provisions contained within the Development Agreement require future environmental analysis; deferral of the formulation of mitigation measures until after project approval is allowed by the City, because it has made a commitment to ultimately satisfy performance standards or criteria and has ensured the avoidance of any significant effects by requiring the project proponent to provide environmental analysis for any future physical development of the property. The City Council therefore adopts a Negative Declaration and directs staff to file and post a Notice of Determination in accordance with the City's Environmental Guidelines".

Ordinance No. 1178 :

MOTION:

Mayor asks City Clerk to read the title of Ordinance No. 1178:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BANNING ADOPTING PRE-ANNEXATION AND DEVELOPMENT AGREEMENT 1995-01 BETWEEN THE CITY OF BANNING AND LOMA LINDA UNIVERSITY.

14

- Motion: I move to waive further reading of Ordinance No. 1178. (Requires majority vote of Council)
- Motion: I move that Ordinance No. 1178 pass its second reading and be adopted.

JUSTIFICATION: The City Council adopted a Resolution in October 1991 establishing its intent to annex the Loma Linda University's (herein called "University") properties. In order for the University to move forward with its planning of the properties it is necessary to first secure certain agreements with the City. The proposed provisions contained within the document are mutually desired by the City and the property owners, and will ease future monitoring and enforcement for the development of the project.

BACKGROUND/ANALYSIS: At its meeting held on June 13, 1995 the City Council approved the first reading of Ordinance No. 1178. There was considerable discussion relating to the environmental documentation and whether such documents were properly noticed. The City's Attorney felt it would be best if the City re-noticed the public hearing on these documents and the City Council make the same environmental motion it made for the first reading. Notice was provided in the Record Gazette newspaper and filed with the County Clerk.

On October 21, 1991, the City Council adopted Resolution 1991-20, consenting to initiate proceedings to annex the University's properties (City Annexation No. 19).

On February 23, 1995, LAFCO conditionally approved the City's request for annexation of the University's property.

The purpose of the Pre-Annexation and Development Agreement is to provide the City and University mutual assurances relating to the future development of the property.

The Pre-Annexation and Development agreement identifies the boundaries, acreage, number of dwelling units, requirements for recreational open space, and subsequent City applications to be processed, all effective upon completion of LAFCO procedures associated with annexation of the properties.

The following summarizes the more significant aspects of the document:

- (1) The agreement ensures the zoning on the property remains identical to the pre-zoning designations the City assigned to the properties when it was under consideration for annexation (RA & RA One Acre).
- (2) The University is restricted to a maximum 944 residential dwelling units with minimum interior square footage of 1,200 square feet and maximum height of 30 feet.

- (3) The University provides to the City an irrevocable offer of dedication of a 1 acre police/fire station site without credit against developer fees or cost to the City.
- (4) The agreement provides the University with three (3) options for satisfying parkland mitigation: (Note: the options have been listed in the order in which the Planning Commission would prefer to obtain mitigation, the Commission emphasized it felt option (a) should be chosen as the means to obtain mitigation).
 - (a) The University acquire, improve, and dedicate a 7.5 acre site for expansion of the City's Lions Park. Improvements to include landscaping & irrigation, and two Little League ball diamonds.
 - (b) Dedication and improvement of 7.5 acres of public park land within the project area. Such improvements shall include amenities associated with neighborhood parks, i.e., grass, trees and plants, together with an irrigation system, picnic area, tot lot, and restroom. Landscaping and location of such amenities shall be determined by the City. (Note: this option needs to be included in the agreement on page 6, it was added by the Planning Commission at its meeting on June 5, 1995 at the recommendation of the Community Services Director - the project proponent does not object to this option).
 - (c) Provide the City with a 15 acre site within the project area at a location agreeable to both parties.
- (5) City may require the University transfer its water stock appurtenant to the property, and require the University to establish new wells or other water facilities to serve the property.
- (6) The City is obligated to permit the processing of a Specific Plan Overlay Zone District on the property. If University processes a Specific Plan the following are applicable:
 - (a) University provides a 10 acre Elementary School site without cost to the school district; the site constitutes full and complete mitigation for school related impacts.
 - (b) University has option of developing an 18 hole golf course (City may restrict irrigation to reclaimed water or other non-potable water - with University responsible for all costs for extending infrastructure for same).
 - (c) University is required to provide a public easement for sewer line purposes to serve neighboring land (Dickinson parcels).
- (7) University agrees to pay its pro rata share of costs associated with required circulation improvements with proviso it will be reimbursed if it oversizes such improvements and it benefits other landowners.

16

- (8) The agreement contains provisions for financing of facilities, wildland fire protection, reimbursement for oversizing facilities
- (9) The term of the agreement is specified at 25 years.
- (10) Recitals to clarify background and facts.
- (11) Provisions for dispute resolution.

At its meeting held on June 6, 1995, the Planning Commission adopted Resolution No. 1995-03, recommending the City Council adopt the subject Pre-annexation & Development Agreement.

ACTION (CONNOLLY/BURNS): A motion was moved, seconded and carried that the Planning Commission adopt Resolution No. 1995-04; A Resolution of the Planning Commission of the City of Banning recommending the City Council adopt the Pre-Annexation and Development Agreement between the City of Banning and Loma Linda University (Development Agreement No. 1995-01) as amended.

Commissioner Condos was unable to attend; excused absence.

As previously stated, during the Commission's proceedings, there was considerable discussion regarding parkland mitigation (Item No. 4 above). While the Planning Commission entertained all three options (Subletters a-c), it placed emphasis in its recommendation that it preferred option (a).

It should be noted, that during the deliberations on the proposed agreement, the Planning Commission received testimony and correspondence from the "Banning Bench Community of Interest Association" (attached Exhibit "4") indicating it was of the opinion an Environmental Impact Report (EIR) needed to be prepared prior to the City adopting the agreement. The Planning Commission imparted that based upon the input received from the City's Attorney, it held the opinion the City was able to proceed with the adoption of the agreement without first having to prepare an EIR.

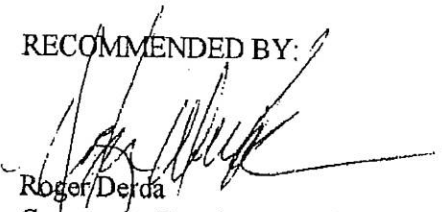
ENVIRONMENTAL ANALYSIS: No physical development is proposed for the property at this time. Actions associated with approval of the document will not cause any significant environmental effects. The decision to adopt the pre-annexation and development agreement has no traffic consequences, impacts on air, biology, land use, etc., because the approval does not in any way lead the City "one step closer to an ecological point of no return".

Provisions contained within the Development Agreement require future environmental analysis; any proposed development of the subject property will require additional environmental review.

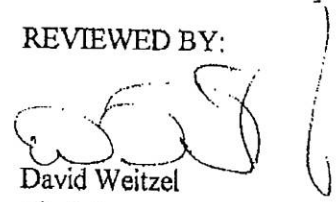
The deferral of the formulation of mitigation measures until after project approval is allowed by the City, because it has made a commitment to ultimately satisfy performance standards or criteria and has ensured the avoidance of any significant effects by requiring the project proponent to provide environmental analysis for any future physical development of the property.

17

RECOMMENDED BY:


Roger Derda
Community Development Director

REVIEWED BY:


David Weitzel
City Manager

Attachment: Exhibit "2" - Ordinance No. 1178 (Contains Pre-annexation and Development agreement).
Exhibit "3" - Legal Notice.

18

ORDINANCE NO. 1178

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BANNING
RECOMMENDING ADOPTING PRE-ANNEXATION AND DEVELOPMENT AGREEMENT
1995-01 BETWEEN THE CITY OF BANNING AND LOMA LINDA UNIVERSITY.

WHEREAS, a public notice of intention to consider Pre-Annexation and Development Agreement 1995-01 has been provided for in accordance with state law; and

WHEREAS, the City Council finds and declares that the lack of certainty associated with the approval of projects without benefit of a development agreement can result in a waste of resources, escalate the cost of housing and other developments to the consumer, result in added costs to the taxpayer, and discourage investment in and commitment to comprehensive planning which would make maximum efficient utilization of resources at the least economic cost to the public; and

WHEREAS, Pre-Annexation and Development Agreement 1995-01 assures the property owner that it may proceed with the project in accordance with the applicable policies, rules and regulations, and subject to conditions of approval; and

WHEREAS, Pre-Annexation and Development Agreement 1995-01 will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs of development; and

WHEREAS, Pre-Annexation and Development Agreement 1995-01 provides specific guarantees to the City of Banning with regard to facilities, funding, and other contributions by the Developer;

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

Section 1.:

In regular session this 11th day of July, 1995, the City Council hereby adopts Pre-Annexation and Development Agreement 1995-01, as set forth in Exhibit "A", attached hereto and by this reference made a part hereof.

Section 2. Severability:


If any section, subsection, sentence clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution. The City Council of the City of Banning hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or

portions thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

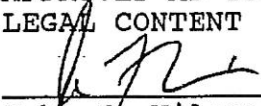
Section 3:

The Mayor shall sign this ordinance and the City Clerk shall attest thereto and shall within fifteen days of its adoption cause it, or a summary of it, to be published in the Record Gazette, a newspaper published and circulated in the City. Thereupon this ordinance shall take effect 30 days after adoption and be in force and effect according to law.


PASSED, APPROVED, AND ADOPTED this 11th day of July, 1995.


DON SMITH, Mayor
City of Banning, California

APPROVED AS TO FORM AND
LEGAL CONTENT


John F. Wilson
City Attorney

ATTEST:


City Clerk

CERTIFICATION:

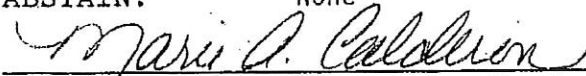
I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Ordinance was duly introduced at a regular meeting of the City Council of the City of Banning, held on the 13th day of June, 1995, and was duly adopted at a regular meeting of said City Council on the 11th day of July, 1995, by the following vote, to wit:

AYES: Councilmembers Hunt, Lewis, Williams, Mayor Smith

NOES: Councilmember Lucsko

ABSENT: None

ABSTAIN: None


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

Ord. No. 1178

PRE-ANNEXATION
AND DEVELOPMENT AGREEMENT

NO. 1995-01

THIS PRE-ANNEXATION AND DEVELOPMENT AGREEMENT is made this
19th day of July, 1995, by the CITY OF BANNING,
herein called "City" and by LOMA LINDA UNIVERSITY, herein called
"University".

WHEREAS, University is the owner of approximately 110 acres
of land within the City, described in Exhibit A, attached hereto
and incorporated herein by reference, herein called "Parcel A";
and

WHEREAS, University is the owner of approximately 490 acres
of land which is contiguous to Parcel A but is not within the
current boundaries of the City, described in Exhibit B, attached
hereto and incorporated herein by reference, herein called
"Parcel B"; and

WHEREAS, Parcel B is within the City's sphere of influence;
and

WHEREAS, Parcel B is, together with other property ("other
property"), being proposed for annexation to the City; and

WHEREAS, the City Council of the City has passed and
adopted, on October 22, 1991, a Resolution of Intention to Annex
Parcel B and such other property, a copy of which is attached
hereto as Exhibit C, and incorporated herein by reference; and

WHEREAS, the City Council of the City has passed and
adopted, on August 10, 1993, Ordinance No. 1127, which rezoned
Parcel B into areas of R-A One Acre (which allows a minimum

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

CITY OF BANNING

AND WHEN RECORDED MAIL TO:

MR. JOHN WILSON C/O
CITY OF BANNING
99 E. RAMSEY ST.
BANNING CA 92220

NO RECORDING FEE IN ACCORDANCE WITH
GOVT. CODE SECTION 6403

233919

RECEIVED FOR RECORD
AT 8:00 O'CLOCK

JUL 20 1995

Recorded in Official Records
of Riverside County, California

Recorder
Fees \$

THIS SPACE FOR RECORDER'S USE ONLY

Pre-Annexation AND Development
TITLE of DOCUMENT
Agreement

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Additional recording fee applies)

PRE-ANNEXATION
AND DEVELOPMENT AGREEMENT

NO. 1995-01

THIS PRE-ANNEXATION AND DEVELOPMENT AGREEMENT is made this 19th day of July, 1995, by the CITY OF BANNING, herein called "City" and by LOMA LINDA UNIVERSITY, herein called "University".

WHEREAS, University is the owner of approximately 110 acres of land within the City, described in Exhibit A, attached hereto and incorporated herein by reference, herein called "Parcel A"; and

WHEREAS, University is the owner of approximately 490 acres of land which is contiguous to Parcel A but is not within the current boundaries of the City, described in Exhibit B, attached hereto and incorporated herein by reference, herein called "Parcel B"; and

WHEREAS, Parcel B is within the City's sphere of influence; and

WHEREAS, Parcel B is, together with other property ("other property"), being proposed for annexation to the City; and

WHEREAS, the City Council of the City has passed and adopted, on October 22, 1991, a Resolution of Intention to Annex Parcel B and such other property, a copy of which is attached hereto as Exhibit C, and incorporated herein by reference; and

WHEREAS, the City Council of the City has passed and adopted, on August 10, 1993, Ordinance No. 1127, which rezoned Parcel B into areas of R-A One Acre (which allows a minimum

residential lot size of 40,000 square feet) of 262± acres and of R-A (which allows a minimum residential lot size of 20,000 square feet) of 231± acres, a copy of which is attached hereto as Exhibit D and incorporated herein by reference;

WHEREAS, Parcel A has a zoning designation of R-A which allows a minimum residential lot size of 20,000 square feet; and

WHEREAS, the City has, on February 23, 1995, received approval from the Riverside County Local Agency Formation Commission ("LAFCO") authorizing the City to annex Parcel B into said City's boundaries, which the City is now prepared to do; and

WHEREAS, the City and the University desire to enter into a Pre-Annexation and Development Agreement in accord with the provisions of State of California Government Code, Sections 65864 through 65869.5, inclusive; and

WHEREAS, the University proposes to develop both Parcel A and Parcel B, herein sometimes together called the "Property", to residential uses in accord with the existing General Plan and the existing zoning and prezoning; and

WHEREAS, the parties hereto desire that this Agreement include general terms and conditions relating to the financing of public facilities necessary for the development of Parcels A and B and for the City to provide municipal services to all such property, and the terms and conditions under which and the manner in which the University may be reimbursed its cost of public facilities, when appropriate.

NOW, THEREFORE, FOR A VALUABLE CONSIDERATION, the parties hereto agree as follows:

1. INTEREST OF UNIVERSITY.

The University represents that it is the equitable and legal owner of Parcel A and Parcel B.

2. PLAT OF PARCELS A AND B.

Attached hereto as Exhibit E and incorporated herein by reference is a Plat Map identified as "Proposed City of Banning Annexation Area". Said Plat shows the location of Parcel A (so identified) and shows the location of Parcel B, which is identified on said Plat as Parcel Numbers 9, 11, 12, 13, 14, 20, 21, 22, 37, 38, 39, 40, 41, 42, 45, 46, 47, 48, 49, 50, 51, 52, 53 and 55.

3. CURRENT ZONING

Attached hereto as Exhibit F and incorporated herein by reference is a Plat Map identified as "Approved City of Banning Pre-Zoning". Said Plat Map also shows Parcel A. Said Plat shows the 262± acres of the University's property prezoned R.A. One Acre and the 231± acres of the University's property pre-zoned R.A.

4. ANNEXATION AND ZONING MAINTENANCE.

a. Immediately following approval by the parties hereto of this Pre-Annexation and Development Agreement, the City shall complete the annexation of Parcel B in accord with the LAFCO approval at the University's expense.

b. The City shall maintain zoning for the Property permitting those land uses allowed in the RA-1 Acre Zone and R-A Zone District as of the date hereof.

5. DEVELOPMENT.

a. All Parcels or portions thereof which are zoned R-A

One Acre may be developed as single family residential areas having a minimum lot size of 40,000 square feet. All buildings in these areas shall be one and two story structures having a maximum height of 30 feet.

b. All Parcels or portions thereof which are zoned R-A may be developed as single family residential areas having a minimum lot size of 20,000 square feet. All buildings in these areas shall be one and two story structures having a maximum height of 30 feet.

c. The University shall make an irrevocable offer of dedication of a 1 (one) acre police/fire station site to the City without credit against developer fees or cost to the City. The offer shall be made a condition of the first tentative parcel or subdivision map for the Property. The location of such site shall be as agreed upon by the University and the City.

d. The City may, in connection with approval of development of the Property, impose upon the University reasonable conditions relating to water supply, including but not limited to requiring transfer to the City of water stock appurtenant to the Property, if any, and water resources lying on or under the Property, as well as requiring the University to establish new wells or other water facilities as necessary to serve the Property. Such wells shall be located as reasonably designated by the City.

e. The University shall cooperate with the owner of the neighboring land (Dickinson Parcels) to plan a sewer connection from Sunset Avenue across University Land, the Property, to such neighboring land. University shall provide a public easement for

sewer pipeline purposes, at a location jointly determined by City and the University which will not unreasonably interfere with the University's use of its property, at no cost to the City, to allow the adjacent property (now owned by Dickinson family) sewer pipeline access to Sunset Avenue.

f. The City shall, upon request of the University, redesignate the Property as a Specific Plan Overlay Development Zone ("SPOD Zone"). The SPOD Zone requires the University, prior to development of the property in accord with a Specific Plan, to prepare and process a "Specific Plan" detailing the permitted uses of the Property. If the University prepares a Specific Plan it shall provide, inter alia, for the following:

1) The University shall pay all fees required by the City in connection with processing of such a Specific Plan, including, if necessary, the cost of any additional environmental studies.

2) The Specific Plan may provide for clustering of residential units so as to allow as much open and/or recreational spaces as reasonably possible.

3) The Specific Plan shall provide no more than 944 residential units on all of Parcels A and B. Such residential buildings shall be one and two story structures having a maximum height of 30 feet. The minimum interior square footage of all such residential units shall not be less than 1,200 nor more than 5,000.

4) The Specific Plan shall reserve a 10 acre elementary school site for dedication to the Banning Unified School District without cost to the District in the event the

District agrees to accept such school site in full and complete mitigation for the impacts of such Specific Plan development project.

5) The Specific Plan shall include the irrevocable dedication of a 1 acre police/fire station site to the City without credit against developer fees or cost to the City. The location of the site shall be as agreed upon by the City and the University.

6) The specific plan may satisfy its public park requirement by one of the following ways:

a) Acquisition, improvement and dedication to the City of a 7.5 acre expansion of the City's Lions Park in accord with a design as jointly determined by City and the University. Such improvements shall include grass, and other trees and plants, together with an irrigation system for such 7.5 acres and construction of two little league ball diamonds with a soccer field overlay and two outdoor basketball courts. Said acquisition, improvements and dedication shall be deemed complete satisfaction by the parties of the University's public park obligation due in connection with such Specific Plan project; or

b) Improvement and dedication to the City of 7.5 acres within the project area, without cost to City, at a location and in accord with a design as jointly determined by City and the University. Said improvements shall include amenities associated with neighborhood parks, i.e. grass, trees and plants, together with an irrigation system, picnic area, tot lot and rest room. Said improvement and dedication shall be deemed complete satisfaction by the parties of the University's

public park obligation due in connection with such Specific Plan project; or

c) Transfer to City, without cost to City, of 15 acres of public park land, within the project area, at a location as jointly determined by City and the University. Said transfer shall be deemed complete satisfaction by the parties of the University's public park obligation due in connection with such Specific Plan project.

7) The Specific Plan may include an 18 hole regulation golf course. If such golf course is so provided, it shall, for a minimum of 10 years following its opening for play, be open to players who are required to pay only a daily play fee, i.e., "public play". During such time, if usage of the course becomes crowded and play must be allocated, the public play portion of the usage may be restricted to two days per week, which shall be reserved exclusively for such play, if necessary. Water for irrigation of said golf course may be limited by City to reclaimed or other source of water if such water is available from City facilities. University shall be responsible for all costs of the extension of any reclaimed water line to the golf course.

8) It is the intention of the parties to this Agreement that the use of a Specific Plan for the Property will not allow more than 944 residential units on the Property. It is the further intention of the parties that the University will, subject to its own planning and marketing judgment, attempt to place said number (944) of residential units on the Property.

9) The Specific Plan, subdivision map and any other

related documents pertaining to the Property shall provide for access to the Property in a manner consistent with the Circulation Element of the General Plan of the City and consistent with any congestion management plan applicable to the project at either the local, regional, state or federal level. The University shall be responsible for its pro rata share of any required circulation improvements and may be required to oversize such improvements, subject to later reimbursement for any costs in excess of its pro rata share, from any subsequently approved subdivisions and developments benefitting thereby.

10) The City may, in connection with approval of development of the Property, impose upon the University reasonable conditions relating to water supply, including but not limited to requiring transfer to the City of water stock appurtenant to the Property, if any, and water resources lying on or under the Property, as well as requiring the University to establish new wells or other water facilities as necessary to serve the Property. Such wells shall be located as reasonably designated by the City.

11) The University shall cooperate with the owner of the neighboring land (Dickinson Parcels) to plan a sewer connection from Sunset Avenue across University Land, the Property, to such neighboring land. University shall provide a public easement for sewer pipeline purposes, at a location jointly determined by City and the University which will not unreasonably interfere with the University's use of its property, at no cost to the City, to allow the adjacent property (now owned by Dickinson family) sewer pipeline access to Sunset Avenue.

12) The City hereby declares and finds that a Specific Plan for the Property, having a maximum number of 944 residential units thereon, is and will be consistent with the General Plan and zoning designations for the property.

6. ENVIRONMENTAL REVIEW.

Environmental review is required for this Agreement. All terms, covenants and provisions of this Agreement shall be subject to such conditions and mitigation as shall be required as a result of such environmental review. The above-stated requirements supersedes any condition or covenant contained in this Agreement, or any attachment hereto, which is inconsistent with this provision. The City shall process such environmental and land use documents to a final decision, commencing whenever the University's application for any given approval is declared complete and is accepted by the City. All costs for associated environmental studies and review thereof shall be paid by the applicants for the application being reviewed. There is hereby reserved to the University the right to refrain from proceeding with development of the Property, upon a determination by the University, in its sole discretion, that any environmental mitigation or condition makes the project infeasible, or for any other reason.

7. CITY TO PROVIDE MUNICIPAL SERVICES.

Upon payment by University (or construction by it in lieu of payment) of all fees specified in this Agreement, the City shall provide to the University's Property all necessary municipal services as may be required by development of such Property either under the zoning described in Paragraph 4, above,

or the Specific Plan described in Paragraph 4, above. Said municipal services shall include but not be limited to domestic water service, sanitary sewer service, police and fire protection. University shall be responsible for all costs of extension of service lines, water and sewer mains, etc. to the Property as provided in the existing City rules for extension of service to subdivisions. No right to actual use of any existing capacity shall be deemed to have accrued until the approval of one (1) or more tentative subdivision maps for the Property, and then only as to such approved maps.

8. REIMBURSEMENT AGREEMENT.

In the event the University is required by City to build public facilities to serve its development which by virtue of their location, size and/or capacity are capable of serving properties other than the University's, the prorata cost thereof in excess of the University's project needs shall be repaid to the University pursuant to a reimbursement agreement, the standard form of which is attached hereto as Exhibit G and incorporated herein by reference.

9. LAND USE REGULATIONS.

The rules, regulations and official policies governing the uses of the University's Property and the density of development thereof, as set forth herein, together with the design, improvement and construction standards and specifications applicable to such development are those rules, regulations and official policies of the City which are in force at the time of the execution of this Agreement (the "Existing Land Use Rules"). The Existing Land Use Rules are listed in Exhibit "H" attached

hereto and incorporated herein by reference.

This Agreement precludes the City in subsequent actions applicable to the University's Property from imposing new or different fees or increasing existing fees (except as set forth in Paragraph 10, below) which the University may be required to pay as a condition to obtaining approval of Specific Plans, tentative tract maps, final tract maps, conditional use permits, variances, building permits, certificates of occupancy, or other approvals related to the development of the University's Property or the construction of its project, collectively referred to herein as "Development Fees", and this Agreement precludes the City from adopting and applying new rules, regulations and policies to the University's project which prevent the development of the University's Property as contemplated by this Agreement. Further, this Agreement does not prevent the City from denying or conditionally approving any subsequent development project application by the University with respect to property not included within Parcel A or Parcel B on the basis of either existing or new rules, regulations and policies.

Pursuant to Section 65865.2 of the Government Code, the City shall not prevent, delay nor otherwise interfere with the development of the University's property for the uses and to the density or intensity of use set forth in this Agreement by any discretionary action, including, but not limited to, the enactment after the date of this Agreement of any ordinance or resolution or other action by the City Council, including, but not limited to, any ordinance adopted through the initiative process, which would be more restrictive than the Existing Land

Use Rules or which would impose limitations or restrictions on the uses as set forth in this Agreement, or the density or intensity of use thereof, or which would limit or control the rate, timing or sequence of development of the University's property.

10. FEES AND CHARGES.

The University shall pay all Development Fees of the City which are reasonably and uniformly required as a condition to the subdivision and development of property and the fees for the provision of municipal services, including, but not limited to, such fees and charges as may be established, from time to time, by the City Council of the City, in compliance with all applicable requirements of the Constitution and laws of the State of California, for deferring the cost of the planning, design, construction, installation and acquisition of municipal facilities which are necessary for the City to provide municipal services to the property, as are in effect as of the date of this Agreement. The University shall pay all such fees and charges when they are due as prescribed by the applicable provision of the City's Municipal Code or the ordinances or resolutions establishing the fees and charges and in the amounts thereof, as the same may be modified from time to time by subsequent action of the City Council, it being expressly agreed by the City and the University that Development Fees may not be increased during the term of this Agreement, as to the University, in a percentage amount each year in excess of the percentage increase, if any, in the Engineering News-Record-Construction Cost-Cost Index between the date of this Agreement and each such subsequent year (based

upon the January index thereof).

11. AMENDMENT OR CANCELLATION OF AGREEMENT.

This Agreement may be amended or cancelled in whole or in part only by mutual consent of the parties and in the manner provided for in Government Code Sections 65868, 65867 and 65867.5. An express repudiation, refusal or renunciation of this Agreement which is signed by the University, however, is sufficient to terminate this Agreement and a hearing on the matter shall not be required.

12. NOTICES TO MORTGAGEES UPON REQUEST; RIGHT TO CURE.

If the City receives notice from a Mortgagee requesting a copy of any notice of default given the University hereunder and specifying the address for service thereof, then the City shall deliver to such Mortgagee, concurrently with service thereof on the University, any notice given to the University with respect to any claim by the City that the University is in default under this Agreement. Each Mortgagee shall have the right (but not the obligation) for a period of ninety (90) days after the receipt of such notice from the City to cure or remedy, or to commence to cure or remedy, the such default claimed or the areas of noncompliance set forth in the City's notice. If such default or such noncompliance is of a nature which can only be remedied or cured by such Mortgagee upon obtaining possession, such Mortgagee shall seek to obtain possession with diligence and continuity through a receiver or otherwise, and shall thereafter remedy or cure such default or noncompliance within ninety (90) days after obtaining possession. If any such default or noncompliance cannot, with diligence, be remedied or cured within

such ninety (90) day period, then such Mortgagee shall have such additional time as may be reasonably necessary to remedy or cure such default or noncompliance if such Mortgagee commences such cure during such ninety (90) day period, and thereafter diligently pursues completion of such cure to the extent possible. Notwithstanding the foregoing, nothing contained in this Development Agreement shall be deemed to permit or authorize any Mortgagee to undertake or continue construction or completion of any improvements comprising the University's project (beyond the extent necessary to conserve or protect improvements or construction already made) without first having expressly assumed the University's obligation hereunder in the manner specified in this Section.

13. OTHER DEVELOPMENT PROPOSALS.

Nothing herein contained shall prevent the City and the University from mutually agreeing to a different plan for development of the property or portions thereof.

14. WILDFIRE PROTECTION COSTS.

The University shall pay upon request by City, the wildfire protection costs incurred by City from the State of California Department of Forestry and Fire Protection regarding the University's Property until such time as City is no longer obligated to pay such costs.

15. PERIOD REVIEW OF COMPLIANCE WITH AGREEMENT.

a. This Agreement shall be subject to annual review, pursuant to California Government Code Section 65865.1. Within thirty (30) days following each anniversary of the effective date hereof, the University shall submit to the Community Development

Director of the City written documentation demonstrating good-faith compliance with the terms of this Agreement ("Annual Report"), to the extent that the University has taken or is required to take any action pursuant to this Agreement.

b. The Annual Report and supporting documents shall describe (i) any permits or other approvals which have been issued or for which application has been made and (ii) any development or construction activity which has commenced or has been completed since the date hereof or since the last annual review. Said Director shall review all the information contained in such report in determining the University's good faith compliance with this Agreement.

c. The City does not waive any claim of defect in performance by the University if, at the time of an annual review, the City does not propose immediately to modify or terminate this Agreement.

16. VIOLATIONS; DISPUTE RESOLUTION.

a. Violation by University.

1) The University shall be deemed in violation of the terms of this Agreement upon the occurrence of one or more of the following events or conditions:

a) If a material warranty, representation or statement made or furnished by the University to the City as a partial inducement to the City to enter into this Agreement proves to be false or to have been false when it was made in any material respect; or

b) If a finding and determination is made by the City following a periodic review pursuant to Section 16,

above, upon the basis of substantial evidence, that the University has not complied in good faith with one or more of the terms or conditions of this Agreement.

2) If the City's Community Development Director believes the University to be in violation of this Agreement, pursuant to Section 17.a.1), above, said Director shall give the University thirty (30) days written notice specifying the nature of the alleged violation and, when appropriate, the manner in which the violation may be satisfactorily cured. Failure or delay in giving notice of a violation shall not constitute a waiver of such violation.

3) The University may appeal the said Director's allegation of violation by filing with the City Clerk, within the thirty (30) day cure period, a notice of appeal. The University shall be given an opportunity to be heard at a regularly scheduled meeting of the City Council. If, after such hearing, it is the finding of the City Council that a violation has occurred and is continuing, the University shall be given a maximum of sixty (60) days within which to cure such violation. At the next City Council meeting following expiration of the period allowed for curing the violation, the City Council shall set forth by motion or resolution its determination as to (i) the continuation of the violation and (ii) any action to be taken, which action may include modification or termination of this Agreement. Any action to terminate shall be in the form of a resolution and shall be supported by written findings.

4) After proper notice and expiration of the thirty (30)-day cure period without appeal, cure or commencement of

substantial effort toward a cure, the City may take unilateral action to terminate or amend this Agreement, in accordance with the applicable provisions of state law.

b. Violation by City.

1) The City shall be deemed in violation of the terms of this Agreement upon failure of the City to carry out any of its obligations pursuant to this Agreement.

2) If the University believes the City to be in violation of this Agreement, pursuant to Paragraph 17.b.1), above, the University shall promptly notify the City, through its Community Development Director, to that effect, setting forth the grounds upon which a violation is claimed, facts in support of such grounds and the means through which such violation may be cured. The said Director shall have thirty (30) days following the date of receipt of the notice within which to take action to deny the claim, cure the violation or undertake substantial action toward the cure.

3) If the action of said Director is unsatisfactory to the University, the University may make an appeal to the Planning commission, provided that, within ten (10) days following the date of receipt of the notice of denial of the claim, or within ten (10) days following the date of expiration of the cure period described in the preceding paragraph, whichever occurs first, the University file a notice of appeal with the Secretary of the Planning Commission. The Planning Commission thereafter shall hold a hearing at its next regularly scheduled meeting, which need not be a public hearing, at which the University may present information regarding the alleged

violation. Based upon the information presented at this hearing, the Planning Commission shall make a determination as to whether the City is in violation of this Agreement, as alleged by the University.

4) The determination of the Planning Commission shall be final unless, within ten (10) days following the date of receipt of notice of such determination, the University files with the City Clerk a notice of appeal to the City Council. The City Council shall, within thirty (30) days after the date of receipt of such written appeal, hold a hearing at which it shall review the determination of the Planning Commission and receive such additional information as the University and the Community Development Director may submit. The City Council shall thereafter have thirty (30) days within which to make a determination of whether the City is in violation hereof, unless the time is otherwise extended by agreement of the Parties. If the City Council fails to make a determination within such time, the findings of the Planning Commission shall stand.

c. Subject to the prior exhaustion of all administrative remedies set forth above, in addition to any other rights or remedies, either Party may institute legal action to cure, correct or remedy any violation, to enforce any covenants or agreements herein, to enjoin any threatened or attempted violation hereof, to recover damages for any default, or to obtain any other remedies consistent with the purposes of this Agreement. Notwithstanding any other provisions herein to the contrary, (i) neither Party shall have any liability hereunder for contractual damages, (ii) each Party shall only be entitled

to specific performance by the other Party of its obligations under this Agreement, and (iii) each Party shall otherwise be subject only to liability for violation of a statutory or constitutional right of the other Party which exists independent of this Agreement. Any such legal action shall be brought in the Superior Court of the County of Riverside, State of California.

17. CONFLICT WITH STATE OR FEDERAL LAWS.

In the event that any state or federal laws or regulations, enacted after the effective date of this Agreement, prevent or preclude compliance by either Party with any provisions hereof, such provisions shall be modified or suspended to the extent necessary to comply with such state or federal laws or regulations.

18. RELATIONSHIP OF PARTIES.

It is understood that the contractual relationship between the City and the University hereunder is such that the University is not an agent of the City.

19. DURATION OF AGREEMENT.

This Agreement shall become effective upon the adoption by the City Council of the City of an enabling Ordinance. The duration of this Agreement shall be for a period of twenty-five (25) years from the date the annexation described above is completed, and final, or until completion of construction of the University's project, if that occurs before the expiration of said twenty-five (25) year period.

During the term of this Agreement, the University shall have a legally recognized vested right to obtain the regulatory approvals provided for herein and to carry out development of the

Property in accordance herewith. The timing of any development to be carried out on the Property shall be at the sole discretion of the University.

20. TERMINATION UPON FAILURE OF ANNEXATION.

In the event the annexation of Parcel B to the City has not been completed within eighteen (18) months from the date hereof, this Agreement shall terminate and neither party shall thereafter have any obligations to the other.

21. EMINENT DOMAIN.

City acknowledges that University may be prevented, because of circumstances beyond its control, from acquiring real property or property rights necessary to carry out or implement the terms of this Agreement. In such case, if City can make the findings of public necessity as required by state law, City agrees to use its power of eminent domain to condemn and acquire any such property or property right not held by University necessary to implement and carry out the terms and purposes of this Agreement. University agrees to pay all land acquisitions costs and attorneys' fees associated with such condemnation action.

22. COMPLETE AGREEMENT; SEVERABILITY; INVALIDITY.

a. This Agreement represents the complete understanding between the Parties and supersedes all prior agreements, discussions and negotiations relating to the subject matter hereof. No amendment, modification or cancellation of this Agreement (other than pursuant to Section 12, above) shall be valid unless adopted in accordance with California Government Code Section 65868, and then evidenced in writing and executed by the Parties.

b. If any provision of this Agreement is finally determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby and shall remain in full force and effect, unless such invalidation renders any remaining provision impossible or impractical to enforce.

c. Additionally, if this Agreement or any provision hereof is determined to be invalid or unenforceable, then any provision of the Annexation Agreement relating to the same or substantially similar subject matter shall remain in full force and effect.

23. BINDING EFFECT; ASSIGNMENT

a. This Agreement shall bind, and inure to the benefit of, the respective Parties and their successors in interest, including but not limited to their heirs, representatives, assigns, partners and investors.

b. The University shall have an unrestricted and unqualified power to assign and transfer all or portions of its rights and obligations under this Agreement to any other person or entity, at any time during the effective period hereof, provided that such assignment and transfer shall occur in connection with the sale, hypothecation or other transfer of an interest in the Property or a portion thereof. The University shall give the City notice of any such assignment and transfer and the resulting assignee shall provide the City with notice acknowledging its acceptance of its obligations to the City hereunder as a successor in interest to the University. Upon such assignment and transfer, the University shall be relieved of

its rights and obligations hereunder, to the extent that such have been specifically transferred to and accepted by an assignee. In the absence of such notices to the City, the assignment shall be void, and the University shall continue to be bound by the provisions of this Agreement.

24. ENFORCEMENT.

a. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of California and any applicable laws of the United States of America.

b. Unless amended, modified or cancelled as provided in Sections 12 and 23, above, or pursuant to Government Code Sections 65865.1, 65865.3, 65868 or 65869.5, this Agreement shall be enforceable by either Party, notwithstanding any change in any applicable general or specific plan, zoning, subdivision or other applicable law or regulation.

c. In the event of any action or proceeding brought by either Party against the other to enforce the provisions of this Agreement, the prevailing Party shall be entitled to recover reasonable costs and expenses, including attorneys' fees, incurred in connection therewith.

d. In the event of any action or proceeding brought by a third party, whether a private or governmental person or entity, challenging the validity of this Agreement or any provisions hereof, the Parties shall cooperate in defending against such challenge. The University shall pay all legal expenses associated with such defense. However, the University may determine, in its sole discretion, that such defense shall not be undertaken or continued. Upon making such determination,

the University shall, before withdrawing from the action, notify the City of its intent. The City shall thereafter, at its first regular meeting following date of such notice, consider its options with respect to the pursuit of the action. If it is the determination of the City to continue its advocacy in the action, the University shall not, after date of such decision be liable hereunder for payment of any costs incurred by City as a result of the City's decision.

With respect to any ongoing litigation in which the City and the University are mutually engaged, during the entire course of any such challenge, including any review up to a court of final jurisdiction, this Agreement shall remain in full force and effect.

25. WAIVERS AND DELAYS.

a. Failure by either Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or failure by either Party to exercise its rights upon a default by the other Party, shall not constitute a waiver of any right to demand strict performance by such other Party in the future.

b. Nonperformance by either Party shall not be excused because of a failure of a third person, except as provided in Subsection 26.c., below.

c. Neither Party shall be deemed to be in default for failure or delay in performance of any of its obligations under this Agreement if caused by floods, earthquakes, other acts of God, fires, wars, riots or similar hostilities, strikes or other labor difficulties, government regulations or other causes beyond

the control of the Party claiming the force majeure. If any such event shall occur, the term of this Agreement and the time for performance by the University of any of its obligations hereunder shall be extended by the period of time that such events prevent them from proceeding with the development of the Property.

26. NOTICES.

Any notice, request, instruction or other formal communication by one Party to the other shall be in writing and shall be effective only when either (i) personally delivered to the addressee at the appropriate address set forth below (in which event such communication shall be deemed effective upon actual delivery), or (ii) sent by registered or certified United States Postage Service mail, prepaid and return receipt requested (in which event such notice shall be deemed effective on the second day following deposit of such communication in the mail), addressed as follows:

If to City:

City of Banning
Attention: City Manager
99 East Ramsey Street
Banning, CA 92220
Tel. (909) 922-0300

If to University:

Loma Linda University
Loma Linda, CA 92350

Attn: President

Either Party may change the address set forth above by giving written notice of such change, in the manner prescribed in this Section.

27. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall be deemed an original, and which shall be deemed a

single Agreement.

28. RECORDATION OF AGREEMENT.

Within ten (10) days following the effective date of this Agreement, the City Clerk shall record a fully executed copy hereof with the County Recorder of the County of Riverside.

IN WITNESS WHEREOF, the Parties have executed this Agreement, to be effective as of the date set forth in the first paragraph hereof.

"University"

LOMA LINDA UNIVERSITY

By: *Donald H. Purkey*
Title: VICE PRESIDENT

By: *Robert W. Frost*
Title: Asst. Secretary

"CITY"

CITY OF BANNING

By: *Don E. Smith*
Don E. Smith, Mayor

APPROVED AS TO LEGAL FORM
AND CONTENT:

John F. Wilson
John F. Wilson
City Attorney

ATTEST:

Marie A. Calderon
Marie A. Calderon
City Clerk

DEY/bia/31
BANNING.AG2

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
 County of San Bernardino
 On July 18, 1995 before me, Betty L. Shepherd
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"
 personally appeared Robert W. Froot
NAME(S) OF SIGNER(S)

☒ personally known to me - **OR** - ☐ 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.



WITNESS my hand and official seal.

Betty L. Shepherd
SIGNATURE OF NOTARY

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)

- ☐ PARTNER(S) ☐ LIMITED
☐ ATTORNEY-IN-FACT ☐ GENERAL
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
 NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

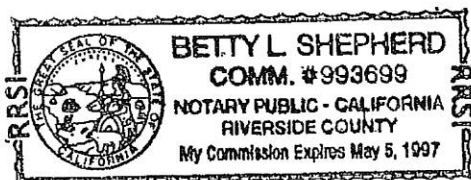
DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CaliforniaCounty of San BernardinoOn July 18, 1995 before me, Betty L. Shepherd
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"personally appeared Donald H. Pursley
NAME(S) OF SIGNER(S)

☒ personally known to me - **OR** - ☐ 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.



WITNESS my hand and official seal.

Betty L. Shepherd
SIGNATURE OF NOTARY

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.

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INDEXEXHIBITS TO AGREEMENT

- A - Description of Parcel A
- B - Description of Parcel B
- C - Resolution of Intention to Annex
- D - Ordinance No. 1127 (Pre-zoning)
- E - Plat Map - Parcels
- F - Plat Map - Prezoning
- G - Reimbursement Agreement
- H - Existing Land Use Rules

233919

EXHIBIT A

DESCRIPTION OF PARCEL A

Assessor's Parcel No. 535-070-36

EXHIBIT BDESCRIPTION OF PARCEL B

<u>Plat Parcel Number (See Exhibit D)</u>	<u>Assessor's Parcel Number</u>
9	531-060-008
11	531-060-014
12	531-060-015
13	531-060-016
14	531-060-017
20	531-060-032
21	531-060-033
22	531-060-034
37	531-070-002
38	531-070-004
39	531-070-006
40	531-070-007
41	531-070-008
42	531-070-009
45	531-070-012
46	531-070-013
47	531-070-014
48	531-070-015
49	531-070-016
50	531-070-017
51	531-070-018
52	531-070-019
53	535-060-002
55	535-060-005

233919

EXHIBIT C

RESOLUTION OF INTENTION

RESOLUTION 1991-20

A RESOLUTION OF THE CITY COUNCIL OF BANNING,
CALIFORNIA, CONSENTING TO INITIATE PROCEEDINGS TO ANNEX
CERTAIN UNINHABITED REAL PROPERTY TO THE CITY OF BANNING
(CITY ANNEXATION #19)

WHEREAS, the City Council has at its regularly scheduled meeting on February 12, 1991, examined the proposed annexation of approximately 979± acres of unincorporated land within the City's Sphere of Influence to the City of Banning; and

WHEREAS, the City of Banning desires to initiate proceedings pursuant to the Cortese-Knox Local Government Reorganization Act of 1985, commencing with Section 56000 of the California Government Code, for the annexation; and

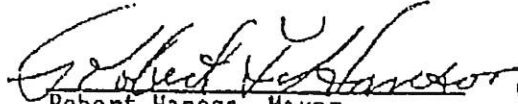
WHEREAS, the territory proposed to be annexed is uninhabited, and a graphic of the boundaries of the territory is set forth in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the City Council has determined that the site proposed for annexation is adjacent to and strongly tied to the City of Banning; and

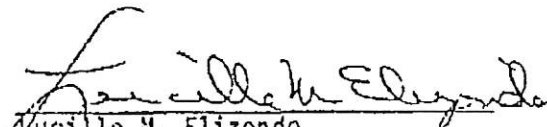
WHEREAS, the proposed annexation would result in the orderly extension of the boundaries of the City of Banning; and

WHEREAS, the owners of said uninhabited real property have expressed their desire to annex to the City of Banning; and
NOW, THEREFORE, be it resolved that the City Council hereby consents to the commencement of proceedings to annex this uninhabited property, described in attached Exhibit "A", located in the County of Riverside, California.

PASSED AND ADOPTED this 12th day of February, 1991.


Robert Hanson, Mayor

ATTEST:


Lucille M. Elizondo
City Clerk of City of Banning

CERTIFICATION

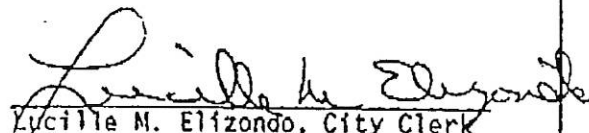
I, LUCILLE M. ELIZONDO, City Clerk of the City of Banning, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Banning at a regular meeting thereof held on the 12th day of February, 1991, by the following vote, to wit:

AYES: Councilmembers Garcia, Holbert, Reynolds, Williams, Mayor Hanson

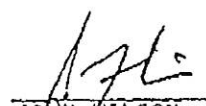
NAYS: None

ABSENT: None

ABSTAIN: None


Lucille M. Elizondo, City Clerk
City of Banning, California

APPROVED AS TO FORM
AND LEGAL CONTENT:


JOHN WILSON, CITY ATTORNEY
City of Banning

233919

EXHIBIT D

ORDINANCE NO. 1127

PREZONING

ORDINANCE NO. 1127

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BANNING APPROVING THE ASSIGNATION OF PRE-ZONING DESIGNATIONS OF RA, RA-ONE-ACRE, AND RA-TWO-ACRE, ON CERTAIN PROPERTIES INCLUDED IN ANNEXATION #19 AS DESCRIBED IN EXHIBIT "A" ATTACHED HERETO.

WHEREAS, the City Council at its meeting on February 12, 1991, passed and adopted Resolution No. 1991-20, "A Resolution of the City Council of Banning, California, consenting to initiate proceedings to annex certain uninhabited real property to the City of Banning (City Annexation #19)"; and,

WHEREAS, the Local Agency Formation Commission (LAFCO) requires that the proposed territory be pre-zoned by the municipality initiating annexation; and,

WHEREAS, at the direction of the City Council of the City of Banning, the staff of the Planning Department has studied, considered, and developed proposals regarding the pre-zoning of said properties for annexation; and,

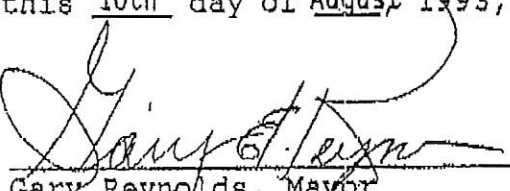
WHEREAS, after reviewing existing land use, general plan designations and zoning, and determining the RA, RA-One-Acre, and RA-Two-Acre zone districts are in consonance with same;

NOW, THEREFORE, the City Council of the City of Banning ordains that the pre-zoning of approximately 987 acres to the City's RA, RA-one acre, RA-two acre districts on the property, located in the County of Riverside, California shall be as set forth in the attached graphic designated Exhibit "A".

Section 1:

The Mayor shall sign this ordinance and the City Clerk shall attest thereto and shall within fifteen days of its adoption cause it, or a summary of it, to be published in the Record Gazette, a newspaper published and circulated in the City. Thereupon this ordinance shall take effect 30 days after adoption and be in force and effect according to law.

PASSED, APPROVED, AND ADOPTED this 10th day of August 1993, at Banning, California.


Gary Reynolds, Mayor
City of Banning, California

1 APPROVED AS TO FORM
2 AND LEGAL CONTENT:

3 John F. Wilson
4 City Attorney

5 ATTEST:

6 Lucille M. Elizondo
7 City Clerk

8 CERTIFICATION:

9 I, Lucille M. Elizondo, City Clerk of the City of Banning,
10 California, do hereby certify that the foregoing Ordinance was duly
11 introduced at a regular meeting of the City Council of the City of
12 Banning, held on the 27th day of July, 1993, and was
13 duly adopted at a regular meeting of said City Council on the 10th
14 day of August, 1993, by the following vote, to wit:

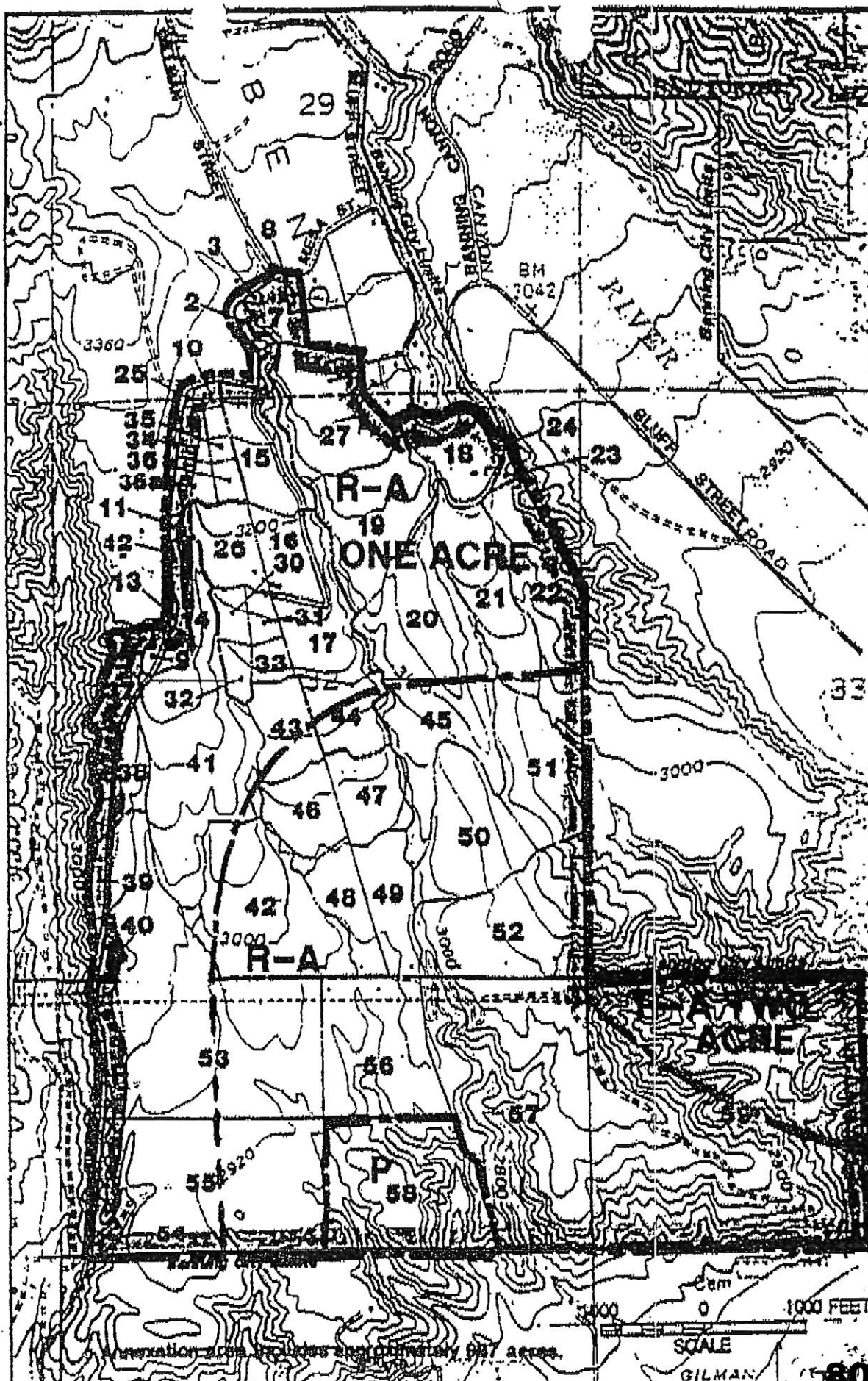
15 AYES: Councilmembers Garcia, Lewis, Smith, Williams, Mayor Reynolds

16 NOES: None

17 ABSENT: None

18 ABSTAIN: None

19 Lucille M. Elizondo
20 Lucille Elizondo, City Clerk
21 City of Banning, California
22
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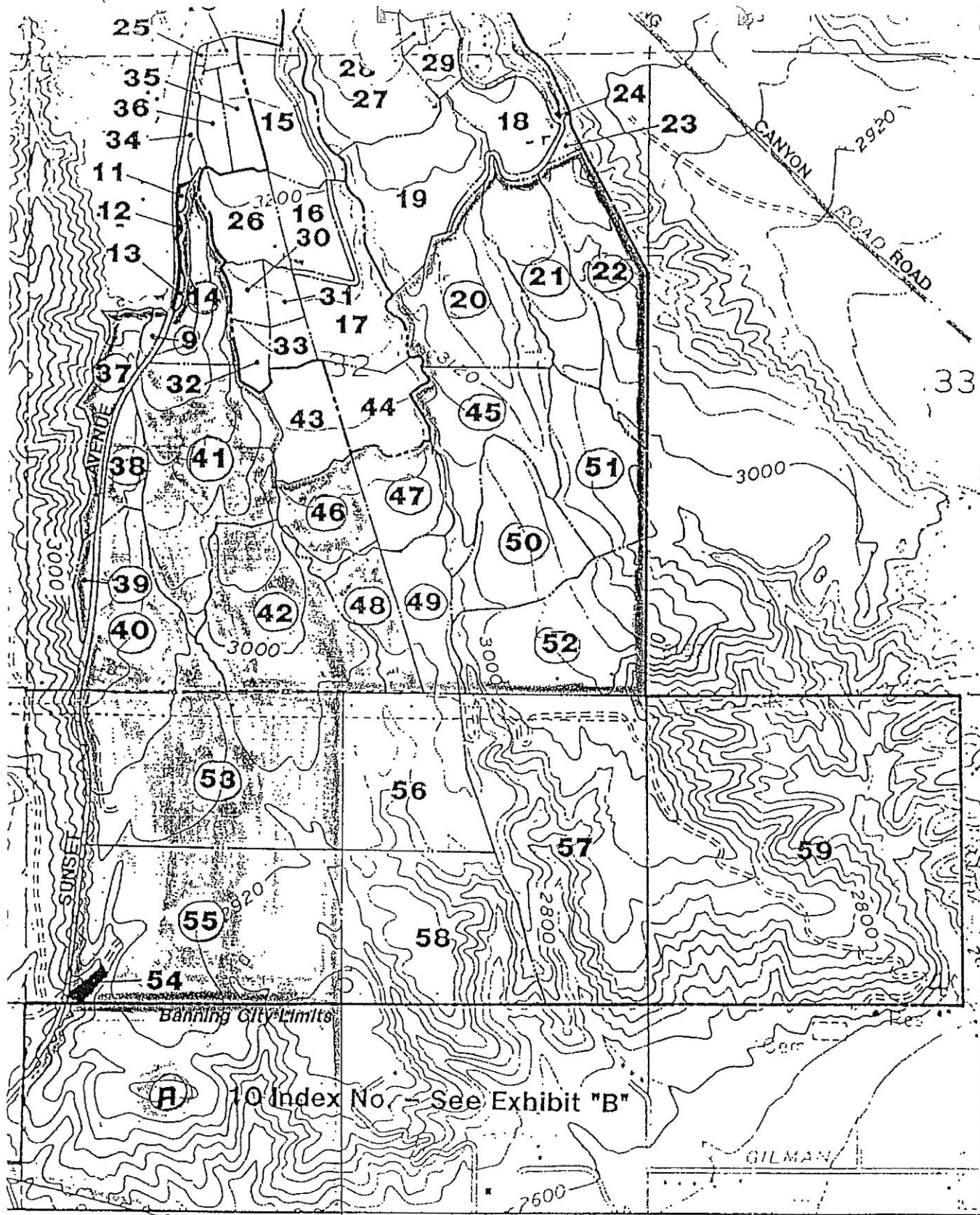


EX "A"

Annexation area includes approximately 987 acres.

SCALE

GILMAN



m ENGINEERING ASSOCIATES
 Mod. P.O. Box 8087 • 92411
 Phone (714) 644-6004 or (714) 815-9942
 225 East Airport Drive, San Bernardino, California

Proposed City of Banning Annexation Area Exhibit "E"


 No Scale
 January 11, 1991

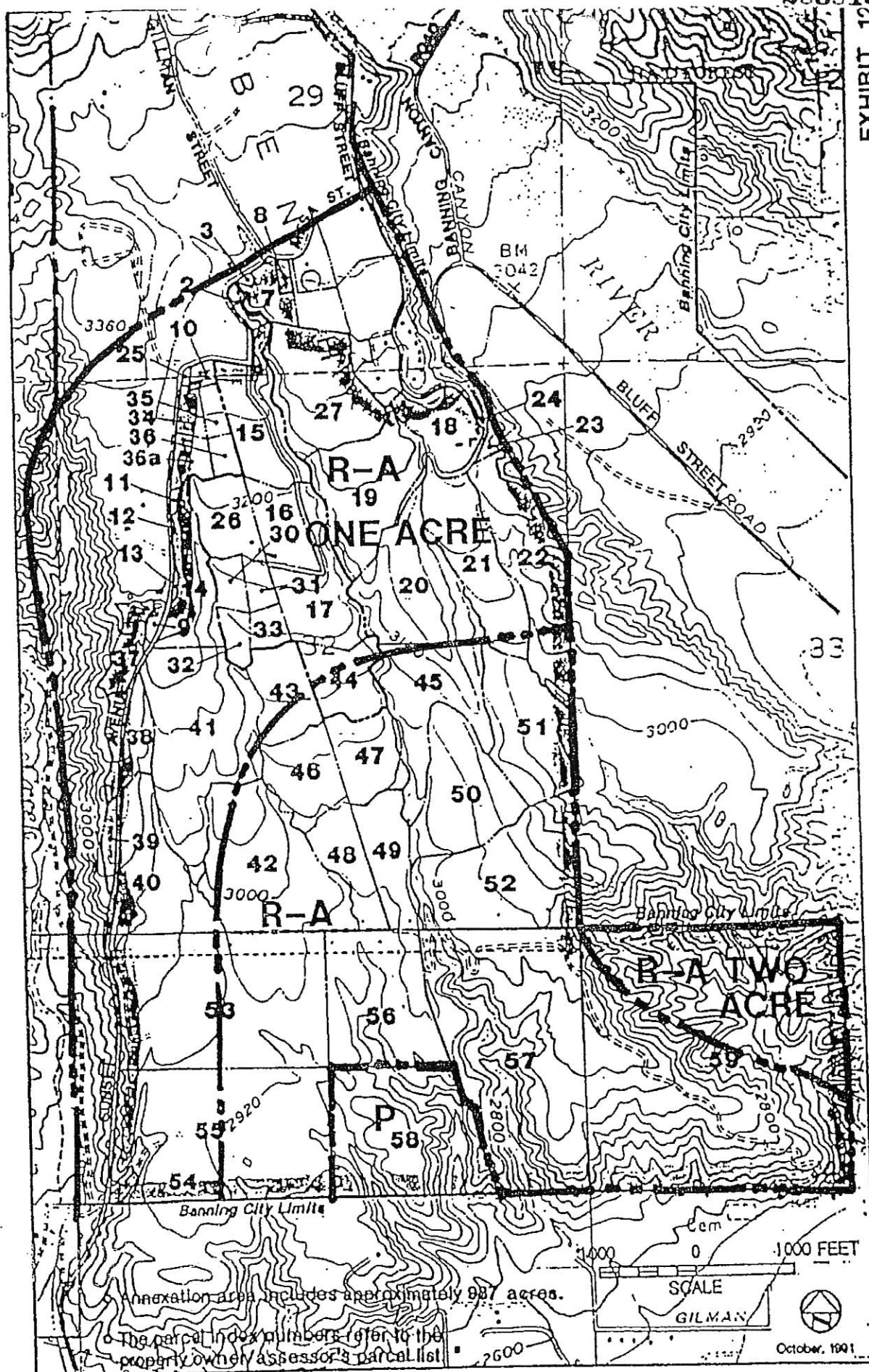


EXHIBIT G

REIMBURSEMENT AGREEMENT

REIMBURSEMENT AGREEMENT
FOR CONSTRUCTION OF PUBLIC FACILITIES

THIS REIMBURSEMENT AGREEMENT FOR CONSTRUCTION OF PUBLIC FACILITIES, herein called "Agreement", is made this ____ day of _____, 199__ by the City of Banning, herein called "City" and by _____, herein called "Developer".

WHEREAS, Developer is engaged in the development of certain real property located in the City, known as _____, herein called the "Project"; and

WHEREAS, the development of the Project requires the construction of certain public facilities for _____;
 _____;
 _____;
 and

WHEREAS, City has requested that said public facilities be constructed at a location, size and/or at a capacity that exceeds the requirements for the Developer's project; and

WHEREAS, the City and the Developer desire to provide reimbursement to the Developer for its costs caused by compliance with the City's request, all in accord with the terms and conditions of this Agreement.

NOW, THEREFORE, FOR A VALUABLE CONSIDERATION, the parties hereto agree as follows:

1. CONSTRUCTION OF PUBLIC FACILITIES.

The Developer shall, at its sole cost, construct those certain public facilities, a description of which is attached hereto as Exhibit A and incorporated herein by reference.

2. DEDICATION TO CITY.

Upon completion of such construction and acceptance thereof by City, Developer shall dedicate said public facilities to City at no cost to City.

3. ACCOUNTING OF CONSTRUCTION COSTS.

During the construction by Developer of said public facilities, Developer shall keep and maintain generally acceptable accounting records regarding its costs in construction of said public facilities. Said costs shall include, but not be limited to, all labor and material costs, all contractors and subcontractors costs, all equipment use and/or rental costs, all fees and other costs paid to public entities and public utilities, all design and engineering costs, all legal consulting costs, all financing and interest costs for the funds expended for such construction during the period of such construction up to the date said public facilities are actually transferred to the City, and a sum equal to 30% of said total costs for overall supervision and overhead costs of Developer. Upon transfer of said public facilities to City, Developer shall submit, in writing, by signed affidavit, a final accounting of all such costs.

4. USE BY OTHERS.

City agrees that it shall not allow any persons or entities, except Developer and its designees, to connect to and/or use said public facilities without compliance with the reimbursement provisions of this Agreement. The term "any persons or entities", shall include the City and all other public agencies.

The City further agrees that it shall not allow any persons or entities to construct and use any public facilities in

lieu of using the public facilities which are the subject of this Agreement if the public facilities which are the subject of this Agreement can reasonably be used by such other persons or entities in connection with the development, improvement and/or use of their real property.

5. DETERMINATION OF COSTS TO OTHERS.

At such time as such other persons or entities are authorized to connect to and/or use said public facilities, City shall determine, after consultation with Developer and review of the costs described in Section 3., above, the amount of such cost which shall be paid by such other persons or entities.

Such payment shall be set at the same percentage of the total costs as is equal to the percentage of usage needed by such persons or entities in said public facilities, plus a sum equal to 10% thereof (compounded annually) from the date such public facilities were transferred to the City and the date the City authorizes connection and/or use of said public facilities by said persons or entities.

The authorization to connect and/or use said public facilities by City shall be deemed to occur when the City gives final approval to a subdivision or parcel map or lot line adjustment, or at such other time as connection and/or use is granted by City, whichever event occurs first.

The total amount to be paid by such persons or entities shall not, however, exceed the amount (to be determined by an engineer licensed in the discipline to be evaluated and approved by the City) which it would then cost to construct public facilities to provide the same service to them as though the public facilities

which are the subject of this Agreement had not been built. The costs of obtaining any such determination shall be borne solely by the persons or entities seeking to use said public facilities.

6. COLLECTION OF COSTS AND PAYMENT TO DEVELOPER.

The City agrees to collect the amounts specified in Section 5., above, at the time required and, within ten (10) days thereafter, pay such amounts, in full, to Developer.

7. TERM OF REIMBURSEMENT OBLIGATION. City's obligation to collect funds and to pay Developer under this Agreement shall continue for a period of twenty-five (25) years from the date of this Agreement, unless the obligation is sooner satisfied by payment in full of all sums due and owing to Developer under this Agreement. After such twenty-five (25) year period, the reimbursement process shall cease and any amount of Developer's costs then unpaid shall be waived and the City shall thereafter have no further obligation whatsoever under this Agreement.

8. ASSIGNMENT.

Developer shall have the right to assign all or portions of its rights, duties and obligations under this Agreement. Notice of any such assignment shall be given to City within thirty (30) days of such event.

9. ATTORNEYS' FEES.

In the event any action is commenced to enforce or interpret any term or condition of this Agreement, in addition to costs and any other relief, the prevailing party shall be entitled to reasonable attorneys' fees.

10. NOTICE.

Any notices required or desired to be sent pursuant to

this Agreement shall be addressed as follows:

City

Developer

City of Banning
Attention: City Manager
99 East Ramsey Street
Banning, CA 92220
Tel. (909) 922-0300

Either party may change its address by written notice to the other party.

11. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties hereto with respect to the matters contained herein.

CITY OF BANNING

DEVELOPER

By _____
Mayor

By _____

By _____

ATTEST:

City Clerk

DEY/bls#31
BANNING.REM

EXHIBIT "A"

DESCRIPTION OF PUBLIC
FACILITIES TO BE CONSTRUCTED

EXHIBIT H

LIST OF EXISTING

LAND USE RULES

**ON FILE WITH THE BANNING
CITY CLERK**

ATTACHMENT 2

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ORDINANCE NO. 1331

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF BANNING, CALIFORNIA ADOPTING AMENDMENT
NUMBER 1 TO PRE-ANNEXATION AND DEVELOPMENT
AGREEMENT [BANNING BENCH PROPERTY]
BETWEEN THE CITY OF BANNING AND LOMA LINDA
UNIVERSITY**

WHEREAS, California Government Code Section 65864 *et seq.* (the "Development Agreement Statute") provides the underlying authority for cities to enter into binding agreements with the owners of real property which agreements vest certain rights in the owner of the property in exchange for providing certain public benefits; and

WHEREAS, the City has implemented the Development Agreement Statute by adopting Chapter 22A to the Banning Municipal Code authorizing the City Council to consider and approve development agreements; and

WHEREAS, Loma Linda University has submitted an application for approval of Amendment Number 1 to Pre-Annexation and Development Agreement for that project known as the Banning Bench Specific Plan, for which the City has previously approved a General Plan Amendment (GPA #04-2502), a Zone Change (ZC #04-3502), a Specific Plan (SP #04-201), and an Environmental Impact Report (SCH #2001061131); and

WHEREAS, on August 2, 2005, at a public hearing noticed in accordance with Government Code Section 65687, the Banning Planning Commission reviewed and considered the application for the Amendment Number 1 to Pre-Annexation and Development Agreement and, finding it to be consistent with the City's General Plan and properly analyzed under the Environmental Impact Report, recommended it for approval to the City Council: and

WHEREAS, on September 27 and October 11, 2005, at a public hearing noticed in accordance with Government Code Section 65687, the Banning City Council reviewed and considered the application for the Amendment Number 1 to Pre-Annexation and Development Agreement and heard any testimony for and against the project that was presented at the hearing or made part of the public; and now therefore,

THE CITY COUNCIL OF THE CITY OF BANNING ORDAINS AS FOLLOWS:

SECTION 1: The City Council, based on the entire record before it, including any testimony heard at the public hearing of this matter or made part of the public record, does find as follows:

- A. Amendment Number 1 to the Pre-annexation and Development Agreement is consistent with the objectives, policies, general land uses, and programs specified in the City of Banning's General Plan in that the Amendment Number 1 to Pre-annexation

and Development Agreement makes reasonable provision for the use of certain real property for residential, recreational and commercial use as permitted in the Specific Plan land use designation of the General Plan. Further, the Amendment Number 1 to Pre-annexation and Development Agreement is consistent with the General Plan because the General Plan encourages the development of master planned communities through Specific Plans and the Development Agreement requires that a Specific Plan be prepared for this property; and the General Plan encourages the planned development of parcels to provide a range of housing opportunities, and the Specific Plan provides for such opportunities.

- B. Amendment Number 1 to the Pre-annexation and Development Agreement is consistent with the objectives, policies, general land uses, and programs specified in Specific Plan (SP #04-201) in that the Amendment Number 1 to Pre-annexation and Development Agreement makes reasonable provision for the use of certain real property for residential, recreational and commercial use as permitted under the zoning and development standards of the Specific Plan. The Specific Plan sets forth standards and guidelines which are similar to those in the Zoning Ordinance, and incorporates certain standards directly. Further, the land use designation for this area is Specific Plan, which is consistent with the requirement in the Development Agreement to create a Specific Plan.
- C. As required by Government Code section 65867.5(c), Amendment Number 1 to the Pre-annexation and Development Agreement contains a provision in section 6 that any tentative map prepared will comply with Government Code section 66473.7 regarding the availability of water for subdivisions of 500 or more.

SECTION 2: The City Council of the City of Banning hereby takes the following action by adoption of this Ordinance:

- A. Amendment Number 1 to the Pre-annexation and Development Agreement is hereby approved.
- B. The Mayor is authorized and directed to evidence such approval by executing Amendment Number 1 to the Pre-annexation and Development Agreement for, and in the name of, the City of Banning; and the City Clerk is directed to attest thereto; provided however, that Amendment Number 1 to Pre-annexation and Development Agreement shall not be executed until this Ordinance takes effect.

- C. The City Clerk is hereby directed to record one executed original of the Amendment Number 1 to Pre-annexation and Development Agreement with the Recorder for the County of Riverside within ten (10) days after this Ordinance takes effect.

SECTION 3: This Ordinance shall take effect thirty (30) days after its enactment in accord with California law.

SECTION 4: If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

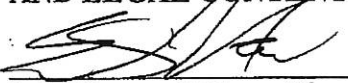
SECTION 5: The City Clerk is directed to cause this Ordinance to be published within 15 days of its passage in a newspaper of general circulation published and circulated within the City of Banning.

Introduced at the regular meeting of Banning City Council on October 11, 2005


PASSED, APPROVED, AND ADOPTED, this 25th day of October, 2005.


John Machisic, Mayor

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


Julie Hayward-Biggs *Eric S. Varl*
Asst. City Attorney

ATTEST:


Marie A. Calderon
City Clerk

CERTIFICATION


I, Marie A. Calderon, City Clerk of the City of Banning, do hereby certify that the foregoing Ordinance No. 1331 was duly introduced at a regular meeting of the City Council of the City of Banning, California, held on the 11th day of October, 2005, and was duly adopted at a regular meeting of said City Council held on the 25th day of October, 2005, by the following vote, to wit:

AYES: Councilmembers Hanna, Palmer, Salas, Welch, Mayor Machisic

NOES: None

ABSTAIN: None

ABSENT: None


Marie A. Calderon, City Clerk
City of Banning

DOC # 2006-0227633

03/30/2006 08:00A Fee:NC

Page 1 of 11

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

The City of Banning,
California

AND WHEN RECORDED MAIL TO:

City of Banning
P. O. Box 998
99 East Ramsey Street
Banning, CA 92220
Attention: City Clerk



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					1			/	
A	R	L				COPY	LONG	REFUND	NCHG EXAM

Space above this line for recorder's use only

TRA: AMENDMENT NO. 1 to
DTT: PREANNEXATION AND DEVELOPMENT AGREEMENT

①



Title of Document

This document is recorded at the request and for the benefit of the City of Banning and is exempt from recording fee pursuant to Government Code Section 27383

THIS AREA FOR
RECORDER'S
USE ONLY

NOTE: This document amends that certain "Preannexation and Development Agreement" recorded in the office of the Assessor-County Clerk-Recorder of Riverside County, as document number 233919 on July 20, 1995. This document is being re-recorded to add the Notary Acknowledgment of Loma Linda University.

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3:00 Additional Recording Fee Applies)

AMENDMENT NO. 1 TO PRE-ANNEXATION AND DEVELOPMENT AGREEMENT

This AMENDMENT NO. 1 TO PRE-ANNEXATION AND DEVELOPMENT AGREEMENT ("Amendment") dated this 28 day of November 2005 ("Amendment Date"), is made and entered into by and between the CITY OF BANNING, a municipal corporation and California general law city (the "City"), and LOMA LINDA UNIVERSITY, a California non-profit corporation (the "University"); the City and the University are sometimes hereinafter collectively referred to as the "Parties."

WHEREAS, the University is the owner of certain real property located in the City and described in the attached Exhibit A (the "Property"); and

WHEREAS, in accordance with the provisions of the Development Agreement Act (California Government Code Section 65864 *et seq.*), on July 19, 1995, the Parties entered into that certain *Pre-Annexation and Development Agreement* (the "Agreement") pertaining to the Property; and

WHEREAS, the Parties now wish to make appropriate amendments to the Agreement.

NOW, THEREFORE, for a valuable consideration, the Parties agree as follows:

1. COMPLIANCE WITH CEQA AND SATISFACTION OF JUDGMENT. In accordance with the requirements of the California Environmental Quality Act (California Public Resources Code Section 21000 *et seq.*: "CEQA"), the City has caused to be prepared an Environmental Impact Report ("EIR") as contemplated by the Agreement. The City has duly reviewed, approved, and certified the EIR, and the Parties agree that the EIR and the Mitigation Monitoring Plan prepared in conjunction therewith satisfy the requirements of Section 5 of the Agreement. The City shall submit the return on the writ in the action styled *Banning Bench Community of Interest Association v. City of Banning, et al.* [Riverside County Superior Court Case No. 269906] in the form stipulated to by counsel to the parties to that action.

2. TIMING OF PROPERTY DEVELOPMENT. The Parties agree that there is no requirement for the University to initiate or complete development on the Property within any particular period of time, and the City shall not impose such a requirement on the University. The Parties acknowledge that the University cannot at this time decide when or the rate at which or the order in which the Property will be developed. Such decisions depend upon numerous factors which are not within the control of the University, such as market orientation and demand, interest rates, competition, governmental regulations, and other similar factors. Therefore, the Parties agree that the University shall be able to develop

the Property in accordance with its own time schedule (as such schedule may exist from time to time), and the University shall determine which part of the Property to develop first, and at its chosen schedule; provided, however, that such time schedule does not conflict with the EIR and the land use entitlements approved by the City in connection therewith. In particular (and not in limitation of the foregoing), since the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, (1984) 37 Cal.3d 465, that the failure of the parties therein to consider and expressly provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the desire of the Parties to avoid that result by acknowledging that the University shall have the right to develop the Property in such order and at such rate and at such times as the University deems appropriate within the exercise of its judgment.

3. IN-LIEU FEE. In addition to the terms of the Agreement, the Parties also recognize that it is in their long-term mutual best interests for the City to have adequate funding to operate effectively and provide services to the community. Therefore, the University shall pay to the City an in-lieu fee in an amount not to exceed Three Million Six Hundred Fifty Thousand Dollars (\$3,650,000.00: the "In-Lieu Fee"). The University shall pay the In-Lieu Fee to the City in installments of Seven Thousand Dollars (\$7,000.00: the "Per Unit Amount") for each residential unit developed on the Property, regardless of whether it is an attached, detached, rental/lease, or "for-sale" housing unit and shall continue to pay the Per Unit Amount until such time as the In-Lieu Fee is paid in full.

4. IN-LIEU FEE CREDIT. Except as is expressly provided to the contrary in this Section 4, and notwithstanding the Agreement precluding the City from imposing new development fees on the Property during the term thereof, to the extent that the University is lawfully required to pay, and does pay, to the City or any other public agency, any new, different, or increased development fee(s) imposed by the City on the Property other than those development fees in the amounts and types in effect as of the effective date of the Agreement (*i.e.*, July 19, 1995), the payment of any such new, different, or increased development fee(s) shall be credited against the In-Lieu Fee due under Section 3 of this Amendment. In the event that, following the University's payment of all or any portion of the In-Lieu Fee due under Section 3 of this Amendment, the University is required to pay any such new, different, or increased development fee(s), then the City shall immediately reimburse the University for the same amount previously paid hereunder. Notwithstanding anything to the contrary, the credit provided to the University in this Section 4 shall terminate concurrent with the Agreement's termination. Notwithstanding the limitations imposed on the amount and type of fees imposed under the Agreement, University shall pay, without reduction of the In-Lieu Fee, all "Water-Related Fees and Charges" lawfully imposed by the City as a condition of development of the Property. For the purpose of this Amendment, "Water-Related Fees and Charges" shall include without limitation, development impact fees, facilities fees, connection fees, and other monetary exactions relating to water, recycled water, waste water and sewer.

5. PUBLIC SAFETY CFD. Provided that the City of Banning has formed or has initiated proceedings to form a Community Facilities District ("CFD") established under the Mello-Roos Community Facilities Act of 1982 (Government Code § 53311 et seq.) for the provision of public services permitted under Government Code § 53313, including police, fire protection, and emergency medical services (collectively "Public Safety Services"), then prior to approval of any final map for the Property or part of the Property, the area covered by such final map ("Tract") shall be included within, or annexed to, the CFD as the case may be, and shall be subject to the special tax approved and levied by the CFD.

The University acknowledges and agrees that if the Tract and each of them were not a part of the CFD referred to above, the City might lack the financial resources to operate and provide Public Safety Services at adequate levels. The University, or its successors and assignees of the Property and/or the Project on the Tract shall notify all potential lot buyers prior to sale of such lot(s) that: (1) the Tract is part of the CFD; (2) each lot within the Tract is subject to the levy of a special tax; and (3) the amount of the special tax for the subject lot. This notification shall be in a manner approved by the City.

6. ANNUAL REVIEW. The provisions of Section 16 of the Agreement, dealing with annual review, are hereby deemed waived by the Parties during the period starting on July 19, 1995, and ending on the Amendment Date.

7. DEVELOPMENT AGREEMENT ACT FINDING. In accordance with Government Code Section 65868, and subdivision (c) of Government Code Section 65867.5, the tentative map prepared for the Property in connection with the Agreement will comply with the provisions of Government Code Section 66473.7.

8. AFFIRMATION OF AGREEMENT. Except as expressly modified by this Amendment, the Agreement remains unmodified and in full force and effect and binding upon the Parties. To the extent of any inconsistencies between the terms and provisions of this Amendment and the terms and provisions of the Agreement, the terms and provisions of this Amendment shall control.


9. INUREMENT. This Amendment shall inure to the benefit of, and shall be binding upon, the Parties and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment to the Agreement, to be effective as of the Amendment Date.


"CITY":

CITY OF BANNING, a municipal corporation
and California general law city

By:


John Machisic, Mayor

ATTEST


Marie Calderon, City Clerk

APPROVED AS TO FORM:


BURKE, WILLIAMS & SORENSON, LLP


Julie Hayward Biggs, City Attorney
Eric S. Vail Asst.

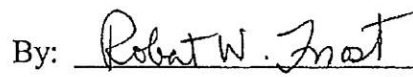
"UNIVERSITY":

LOMA LINDA UNIVERSITY, a California
non-profit corporation

By:


Verlon W. Strauss, Vice, President [CEO]

By:


Robert W. Frost, Asst., Secretary/Treasurer

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

San Bernardino

SS.

On March 15, 2006

Date

before me,

Linda L. Gibbs, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

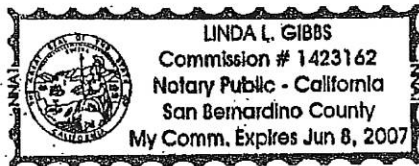
Robert W. Jones &

Verlan W. Strasser

Name(s) of Signer(s)

☒ personally known to me

☐ 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.

WITNESS my hand and official seal.

Linda L. Gibbs
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Amendment No. 1 to Pre-Runoffation
and Development Agreement

Document Date:

3/15/06

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**
Top of thumb here

EXHIBIT A

DESCRIPTION OF THE PROPERTY

Assessor's
Parcel Number

535-070-36

531-060-008

531-060-014

531-060-015

531-060-016

531-060-017

531-060-032

531-060-033

531-060-034

531-070-002

531-070-004

531-070-006

531-070-007

531-070-008

531-070-009

531-070-012

531-070-013

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531-070-016

531-070-017

531-070-018

531-070-019

535-060-002

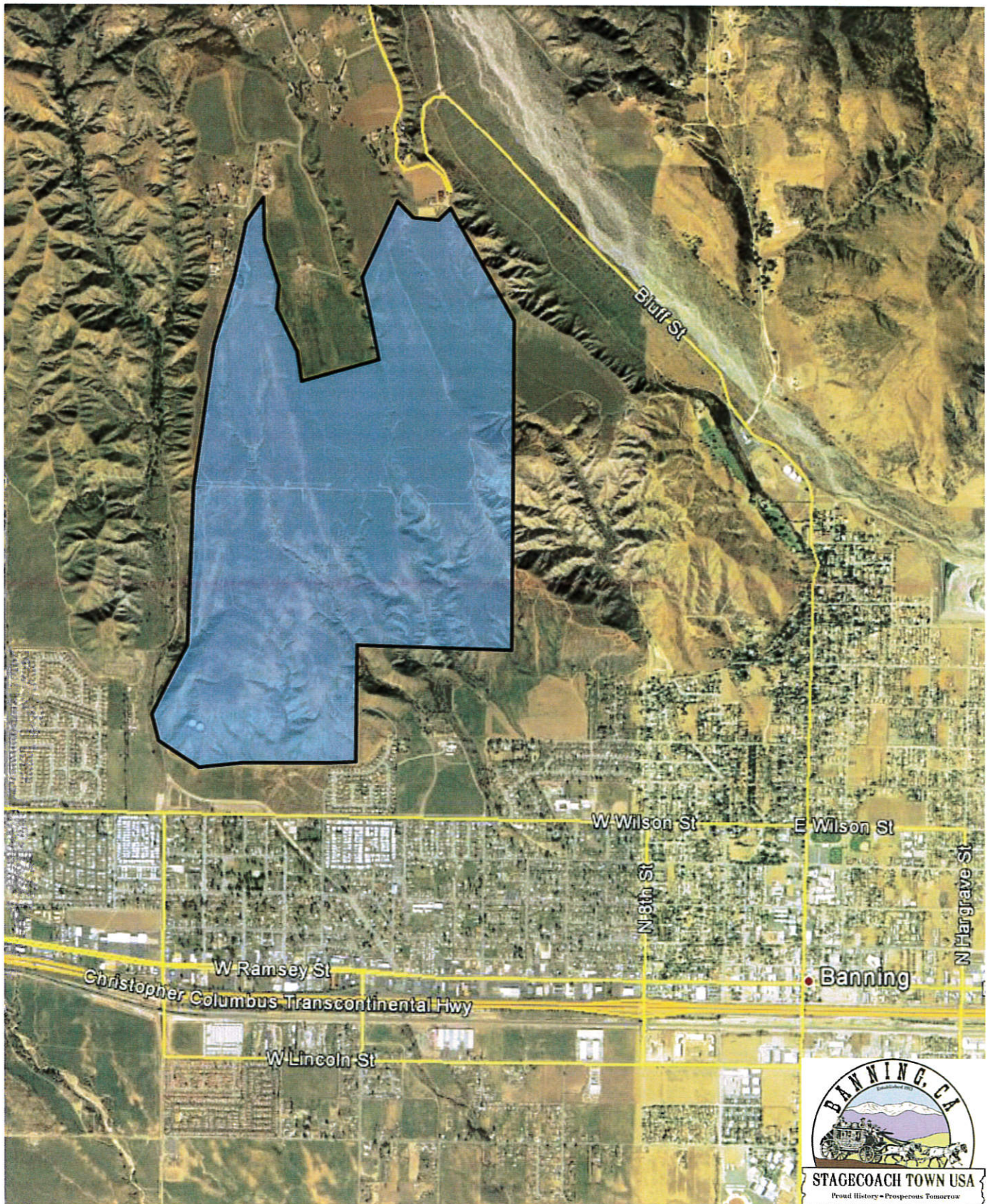
535-060-005

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ATTACHMENT 3

Banning Bench Specific Plan—Loma Linda University

Approx. 595 Acres, Entitlements Expire August 2020



ATTACHMENT 4



LOMA LINDA UNIVERSITY

November 28, 2016

Mr. Ted Shove
Economic Development Manager
City of Banning
P.O. Box 998
Banning, CA 92220-0998

**Re: Pre-Annexation and Development Agreement No. 1995-01
as Amended ("Development Agreement")**

Dear Mr. Shove:

We have received your letter of October 19, 2016 regarding the annual review of the Development Agreement. Please be advised that to the best of its knowledge, Loma Linda University, the owner of the subject property, is in full compliance with the terms and conditions of the Development Agreement.

Very truly yours,

Richard H. Hart, MD, DrPH
President and CEO

DRS:dr

Loma Linda University Development/Banning.3/LTR/111416Shove

A Seventh-day Adventist Institution

OFFICE OF THE PRESIDENT | Loma Linda, California 92350
(909) 558-4540 • fax (909) 558-0242 • www.llu.edu



**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL

FROM: Michael Rock, City Manager

PREPARED BY: Ted Shove, Economic Development Manager

MEETING DATE: January 10, 2017

SUBJECT: Discuss and Consider Adopting Resolution 2017-03,
"Approving the Reprogramming of Fiscal Year 2015/2016
Community Development Block Grant Funds to the
Community Services Facilities Renovation Project"

RECOMMENDATION:

That City Council adopt Resolution 2017-03:

1. Approving the reprogramming of remaining program funds from the Community Development Block Grant (CDBG) FY 2015/2016, Program No. 5BN.32-15, Lions Park ADA Improvements project to FY 2016/17, Program No. 5.BN.34-16 Community Senior Center Rehabilitation Project in the amount of \$48,284.
2. Authorizing the City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to the reprogramming of Community Development Block Grant funds.
3. Authorize City Manager or his designee to take such additional, related action that may be necessary.

JUSTIFICATION:

The City completed the intended project programmed with the Community Development Block Grant (CDBG) Fiscal Year 2015/2016 Funding Cycle, with funds remaining in the amount of \$48,283.63. Riverside County Economic Development Agency (EDA) has indicated that the remaining funds could be reprogrammed into the next funding cycle for eligible projects.

BACKGROUND:

The City seeks funding through EDA as the local administrator for the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant Program. Each year, funding requests are submitted, reviewed, and approved by the EDA based upon funding availability and project eligibility. Funding is restricted to specific criteria and generally includes projects that provide community, economic, and social development facilities and/or activities to the public.

In 2015, the EDA allocated Fiscal Year 2015/2016 funding in the amount of \$173,818 to the Lions Park ADA Improvements project, EDA Program No. 5.BN.32-15. Construction of this project was awarded to Leonida Builders, Inc. on October 13, 2015 with the project completion and filing occurring in April of 2016. At the conclusion of the project, a program balance in the amount of \$48,284 remained.

Following discussions with the EDA and considering the options to utilize the funding balance, the only feasible solution is to reprogram the funds to an existing EDA approved project. In 2016, the EDA allocated Fiscal Year 2016/2017 funding in the amount of \$172,331 for the Community Services Facilities Renovation project design and construction, EDA Program No. 5.BN.34-16. Currently, this is the only existing program approved by the EDA; therefore, staff respectfully requests to reprogram the funding balance from EDA Program No. 5.BN.32.15, Lions Park ADA Improvements project to EDA Program No. 5.BN.34-16 in the amount of \$48,284. If City Council approves the reprogramming of funds, the total approved program balance for the Community Services Facilities Renovation will be in the amount of \$220,615.

In order to meet EDA program requirements and drawdown deadlines, the City recently published a Request for Proposals (RFP) for the design of this project with a recommendation for the award of a professional services agreement scheduled to be considered by City Council on January 24, 2016. If approved, this project would be designed in approximately 90 days. Following the completion of the design, the City will pursue the bid process to obtain a qualified contractor with the recommendation to award a construction contract tentatively scheduled to be considered by City Council in July 2017.

OPTIONS:

1. Approve request to reprogram CDBG FY 2015/16 funding.
2. Deny grant fund reprogramming request. The City will be in jeopardy of losing the grant funding if not reprogrammed and expended by April 1, 2017.

FISCAL IMPACT:

The total amount of CDBG funds to be reprogrammed to the Community Services Facilities Renovation is \$48,284. Once funding is reprogrammed, the total CDBG funding for this project will amount to \$220,615.

ATTACHMENTS:

1. Resolution 2017-03

Approved by:



Michael Rock
City Manager

ATTACHMENT 1

RESOLUTION 2017-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AUTHORIZING REPROGRAMMING OF REMAINING FUNDS AND CLOSEOUT OF CDBG FY 2015/2016 FUNDING CYCLE

WHEREAS, on November 12, 2014, the City authorized a request to Riverside County Economic Development Authority for the Community Development Block Grant (CDBG) FY 2015/2016 Funding Cycle; and

WHEREAS, the FY 2015/2016 CDBG Funding Cycle (File No. 5.BN.32-15) has a remaining balance of \$48,283.63 and must be expended by April 1, 2017 or the funds may be disencumbered for City use on eligible projects; and

WHEREAS, the City desires to reprogram remaining funds for FY 2015/2016 CDBG Funding Cycle to projects identified in the FY 2016/17 Funding Cycle; and

WHEREAS, the City desires to closeout FY 2015/2016 CDBG Funding Cycle with funding fully expended or reprogrammed and project completion of ADA Upgrades at Lions Park as identified in the FY 2015/16 Funding Cycle; and

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

1. Resolution 2017-03 is approved authorizing the reprogramming of remaining funds for the CDBG 2015/2016 Funding Cycle (File No. 5.BN.32-15) to CDBG 2016/2017 Funding Cycle (File No. 5.BN.34-16) and closeout of the CDBG 2015/2016 Funding Cycle; and
2. The City Council authorizes the City Manager for the City of Banning to take such additional, related action that may be necessary.

PASSED, APPROVED AND ADOPTED this 10th day of January, 2017.

George Moyer, Mayor
City of Banning, California

ATTEST:

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

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

John C. Cotti, Interim City Attorney
Jenkins & Hogin, LLP

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2017-03 was duly adopted by the City Council of the City of Banning at a regular meeting thereof held on the 10th day of January, 2017, by the following vote, to wit:

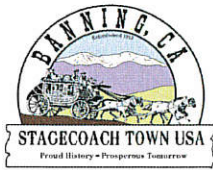
AYES:

NOES:

ABSENT:

ABSTAIN:

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



CITY OF BANNING CITY COUNCIL REPORT

TO: CITY COUNCIL

FROM: Michael Rock, City Manager

PREPARED BY: Ted Shove, Economic Development Manager

MEETING DATE: January 10, 2017

SUBJECT: Discuss and Consider Adopting Resolution 2017-05, "Approving Environmental Remediation, Demolition of Existing Structure, and Construction of a Parking Lot for City-Owned Real Property Located at 128 N. San Gorgonio Avenue"

RECOMMENDATION:

That the City Council adopt Resolution 2017-05:

1. Approving environmental remediation, demolition of existing structure, and construction of a parking lot for City-owned real property located at 128 N. San Gorgonio Avenue.
2. Authorize staff to identify funding sources for the project.
3. Program into the 2017-18 fiscal year Capital Improvement Program.

JUSTIFICATION:

The Successor Agency recommended retention of 128 N. San Gorgonio Avenue, as identified in the Long Range Property Management Plan. The site was retained for ultimate use as a parking lot for City Hall.

BACKGROUND:

The Successor Agency to the Banning Community Redevelopment Agency ("Successor Agency") recommended disposition of certain real property assets. The recommendations were submitted, in the form of the Long Range Property

Management Plan (LRPMP) to the California Department of Finance and approved on January 28, 2015.

The City-owned real property located at 128 N. San Geronio Avenue (APN 541-141-013), consisting of one (1) 0.27 acre lot, is to be retained by the City for ultimate Government Use as a parking lot for City Hall. The City owns this asset in fee and is required to complete environmental analysis and abatement of lead-based paint and asbestos. Additionally, a parking lot is to be constructed after the existing structure is demolished.

By approving Resolution 2017-05, the City Council will formalize concurrence with the Successor Agency and direct staff to identify funding sources with the Public Works Ad hoc Committee before bringing forward a recommendation to fund the project in the FY 17 & 18 Capital Improvement Program.

OPTIONS:

1. Adopt Resolution 2017-05
2. Reject Resolution 2017-05 and provide direction to staff.

FISCAL IMPACT:

There is no fiscal impact associated with this action.

ATTACHMENT:

1. Resolution 2017-05
2. Memorandum dated October 28, 2016 regarding physical site inspection and preliminary report of findings for 128 North San Geronio Avenue (APN 541-141-013)

Approved by:



Michael Rock
City Manager

ATTACHMENT 1

RESOLUTION 2017-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING ENVIRONMENTAL REMEDIATION, DEMOLITION OF EXISTING STRUCTURE, AND CONSTRUCTION OF A PARKING LOT FOR CITY-OWNED REAL PROPERTY LOCATED AT 128 N. SAN GORGONIO AVENUE; AUTHORIZE STAFF TO IDENTIFY FUNDING SOURCES FOR THE PROJECT; AND PROGRAM INTO THE 2017-18 FISCAL YEAR CAPITAL IMPROVEMENT PROGRAM

WHEREAS, on July 29, 2014, the Successor Agency to the Banning Community Redevelopment Agency submitted a Long-Range Property Management Plan (LRPMP) to the California Department of Finance (DOF), pursuant to Health and Safety Code Section 34191.5(b); and

WHEREAS, on January 28, 2015, the DOF approved the LRPMP, which included disposition of 128 N. San Gorgonio Avenue (APN 541-141-013) to include environmental remediation, demolition and construction of a parking lot facility for City Hall and retained as a Government Use; and

WHEREAS, on November 23, 2016, the City satisfied the outstanding financial obligation and now retains fee interest in 128 N. San Gorgonio Avenue; and

WHEREAS, the City intends to fulfill the obligations of the LRPMP by constructing a parking facility and reducing an existing blighted condition.

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

1. Resolution 2017-05 is approved authorizing environmental remediation, demolition of existing structure and construction of a parking facility at 128 N. San Gorgonio Avenue (APN 541-141-013); and
2. The City Council authorizes staff to identify funding and include the project in the 2017-18 Fiscal Year Capital Improvement Program.

PASSED, APPROVED AND ADOPTED this 10th day of January, 2017.

George Moyer, Mayor
City of Banning, California

ATTEST:

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

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

John C Cotti, Interim City Attorney
Jenkins & Hogin, LLP

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2017-05 was duly adopted by the City Council of the City of Banning at a regular meeting thereof held on the 10th day of January, 2017, by the following vote, to wit:

AYES:

NOES:

ABSENT:

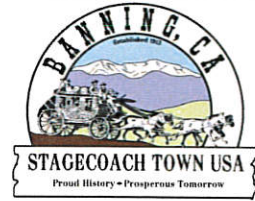
ABSTAIN:

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

ATTACHMENT 2

CITY OF BANNING

MEMORANDUM



DATE: October 28,
2016

TO: CITY
COUNCIL

FROM: Michael Rock, City Manager
Ted Shove, Economic
Development Manager

PREPARED BY: Jim Barrett, Building Official



RE: Physical Site Inspection and Preliminary Report of Findings for 128 North San Gorgonio Avenue (APN 541-141-013)

On Monday September 12, 2016, a visual inspection of the interior and exterior of the premises located at 128 N. San Gorgonio Avenue. The purpose of the inspection was to observe and document the condition of the building and evaluate possible options to assist the City in determining long term use of the property and building. The report and findings contained herein are limited by visual inspection, no substructure inspection was conducted

Based upon construction design, the building appears to have been constructed in or around the 1940's. The building is a two-story wood frame structure with the ground floor situated as office space and two residential units on the second floor. A brief records search of Building and Safety records did not provide any recent information on last use or permitted improvements.

The foundation of the building is constructed on a raised foundation which consists of concrete foundation walls/footings around the perimeter and wood beams and wood floor joists spanning the area between foundation walls, which supports both the bearing and non-bearing walls.



128 N. San Gorgonio Avenue

The exterior is comprised primarily of a plaster siding, exposed wood columns and fascia, and single pane windows (mostly boarded up with plywood for security). The roof was not accessible during the inspection, subsequently, the condition and materials of the roof could not be determined. The crawlspace was not accessed during the inspection, so the conditions of the soil, framing and joists were not evaluated.

During the inspection, observations were noted for several potential health and safety hazards and include:

1. The physical structure exhibits substantial aging and deferred maintenance of exterior materials and surfaces and potentially unexposed structural components, more so than similar buildings currently occupied within the region. Observations made in conjunction with this inspection are indicative of extensive structural deficiencies, and at the least, concerns.

2. On the ground level inside the premises, several areas were noted to have large piles of termite wasting's, or frass. Termites proliferate in environments that contain moisture and wood or wood equivalent products, such as the materials comprised of the building framing. Termite damage can significantly affect the structural integrity of a building, depending upon the amount and area of the consumption by the termites. From this investigation, the extent of damage could not be determined. A termite inspector would be required and most probably a destructive inspection (removing various sections of wall materials), to provide an accurate damage assessment.



Termite Frass

Along the exterior, multiple areas were observed with bulging plaster, suggesting settlement of structural members. Bulging is not normal for structures in good condition. This type of damage could be the result of termite damage or dry rot or both, to the wood structural members. Structural wood members may be compromised from termite proliferation, dry rot damage or both and the result would lead to the structural integrity being compromised.



Buckled exterior plaster (rear)

Bulging is caused by voids created in the materials by this type of damage which can cause such settling. The damage in this case is a sign that the structural systems within the walls may be deteriorated and starting to settle or fail. In order to determine the extent of damage, destructive testing would be required. Destructive testing is a method used to expose the structural members for visual inspection and further testing. Interior wall surfaces are 'opened up' by cutting away drywall or internal plaster surfaces throughout the building where damage is suspected.

3. To further evaluate the structure, destructive testing would be required to remove both floor and wall coverings to visually verify any deficiencies covered by the roof, floor, ceiling or wall coverings. Any destructive testing would require that environmental testing be performed for lead paint, asbestos and possibly mold. Contaminated areas will require abatement prior to any disturbance of materials. The cost for abatement of environmental issues could easily be in excess of \$25,000 to \$50,000.

4. Areas of the floor are warped due to settling. The areas of settlement will not comply with the current California Building Code and Americans with Disabilities Act (ADA) accessibility requirements due to the slopes and uneven areas.



Dilapidated stairway

5. Exterior stairs are severely weathered and unsafe.

6. California Building Code and ADA would require extensive modifications to the site as well as the building to be in compliance with current laws and regulations. Building entrance, accessible restrooms and interior doorways will be require modification to accommodate accessibility. This type of retrofit will require extensive structural and non-structural work that will disturb materials that may contain asbestos, lead paint and/or mold. Abatement of environmental hazards will be required for rehabilitation or demolition of the building.



Non ADA compliant restrooms

7. The electrical system has been tampered with and vandalized. The extent and cost of damage was not determined as it was outside of the scope of this investigation.



In conclusion, any repairs or modifications to the structure will require testing and removal of potentially hazardous materials. The cost for this work will be required for further investigation and ultimately, if the City pursues rehabilitation or demolition. Costs are estimated for both options and listed below:

1. Demolition: \$75,000-\$100,000 Including hazardous materials testing and abatement and complete removal of all structures
2. Rehab: \$300,000-\$400,000 Including structural repairs, hazardous materials abatement, disabled access upgrades and electrical service repairs

If you have any questions, please don't hesitate to contact me.



Deteriorating exterior plaster



CITY OF BANNING CITY COUNCIL REPORT

TO: CITY COUNCIL

FROM: Michael Rock, City Manager

PREPARED BY: Ted Shove, Economic Development Manager

MEETING DATE: January 10, 2017

SUBJECT: Discuss and Consider Adopting Resolution 2017-06,
"Approving Fee Deferment, in the amount of \$342,234.94, for
the Banning Work Lofts Project, CUP #13-8005"

RECOMMENDATION:

That the City Council adopt Resolution 2017-06:

1. Approving assistance, as defined by Banning Municipal Code Chapter 3.29.020(I), including deferment of development-related fees in an amount not to exceed \$342,234.94 until the project has been substantially constructed, and as a required condition to issue a Certificate of Occupancy.
2. Authorize Finding of Consistency for Assistance as defined by Banning Municipal Code Chapter 3.29.030(i-xi).
3. Authorize Assistance for a term not to exceed 30 months.

JUSTIFICATION:

The City Council adopted Ordinance 1453 on June 26, 2012, authorizing Economic Development Assistance Programs. The request for development related fee deferment is consistent with Banning's Municipal Code Chapter 3.29.020(I).

BACKGROUND:

Watermark Development, Inc., a California development firm ("Watermark") acquired APN 541-290-013 (located on Lincoln Street, west of Hathaway Street), consisting of 3.7 Acres ("Site") in December 2005. The Site went through a few design reviews as

Watermark adjusted to the market and effects of the Great Recession. On April 8, 2014, the project received approval for a Conditional Use Permit to construct a 24-unit airport industrial live/work lofts development. Upon approval, Watermark began marketing the project to potential tenants and seeking interested lenders to fund construction.

Since April 2014, Watermark has approached over 20 lenders, with varying results from denial to approval with unfavorable terms. The Site, much like most of Banning's commercial and industrial areas are experiencing reluctance on behalf of financial institutions, due to the relative low activity in development and real estate transactions.

Watermark estimates a solution can be reached for financing with deferment of City development related fees until after financing has been obtained and construction activities completed by August 1, 2018. The following schedule is anticipated:

- Finalize loan process (including securing an equity partner): 3-6 months
- Construction commencement: July 2017
 - Grading/underground work/raise walls: 3-4 months
 - Complete building (core and shell) and landscaping: 7-8 months
- Occupancy beginning: August 2018

Upon project completion, the Site is expected to be at or near full occupancy and has a substantial interest list formed of potential tenants. Additionally, this project is anticipated to create 80-150 permanent jobs and a gross increase of annual property taxes of approximately \$70,000.

In response to the dissolution of redevelopment statewide, the City Council adopted Ordinance 1453 on June 26th, 2012. The Ordinance added Chapter 3.29 Economic Development, outlining specific types of Assistance the City would consider and defined eligibility criteria. The Watermark project meets the criteria outlined in Chapter 3.29.030(i-xi). The Assistance request is for deferment of City development fees that include:

- Building permits \$32,180
- Public Works fees \$210,118.07
- City fees \$52,903.87
- Electrical Contract \$47,033
- Totaling \$342,234.94

Fee deferment may be authorized for up to 30 months or at issuance of Certificate of Occupancy (CoO), whichever comes first. A fee deferment provides greater flexibility in securing project financing, the project's greatest challenge, to date. Additionally, if the fee deferment is not approved and Watermark fails to remit all City related

development fees by April 7, 2017, the project entitlements expire and subsequently loses value derived from approved entitlements.

If approved, Watermark will be conditioned to pay all outstanding fees prior to issuance of Certificate of Occupancy. Additionally, all fees must be collected before utility meters will be installed. In terms of project financing, permanent or 'take out' financing cannot be finalized without a CoO and installation of all utility meters.

Staff recommends approval for a fee deferment in the amount not to exceed \$342,234.94 for a period not to exceed 30 months or until issuance of a CoO for the project.

OPTIONS:

1. Approve request, authorizing fee deferral until the development's Certificate of Occupancy is issued by the City.
2. Deny request for fee deferral and provide direction to staff.

FISCAL IMPACT:

The request being made is for a deferment and not to waive required development fees until Certificate of Occupancy, therefore, there is no fiscal impact to the City by granting this request.

ATTACHMENTS:

1. Resolution 2017-06
2. Correspondence from Watermark Development, Inc., dated December 16, 2016

Approved by:



Michael Rock
City Manager

ATTACHMENT 1

RESOLUTION 2017-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING ASSISTANCE, AS DEFINED BY BANNING MUNICIPAL CODE CHAPTER 3.29.020(I), INCLUDING DEFERMENT OF DEVELOPMENT-RELATED FEES IN AN AMOUNT NOT TO EXCEED \$342,234.94 UNTIL THE PROJECT HAS BEEN SUBSTANTIALLY CONSTRUCTED, AND AS A REQUIRED CONDITION TO ISSUE A CERTIFICATE OF OCCUPANCY; AUTHORIZE FINDING OF CONSISTENCY FOR ASSISTANCE AS DEFINED BY BANNING MUNICIPAL CODE CHAPTER 3.29.030(I-XI); AND AUTHORIZE ASSISTANCE FOR A TERM NOT TO EXCEED THIRTY MONTHS

WHEREAS, on June 26, 2012, the City adopted Ordinance 1453, codifying Economic Development Assistance in Banning Municipal Code Chapter 3.29 Economic Development; and

WHEREAS, on December 16, 2016, the project developer and owner for the Banning Work Lofts, Watermark Development, Inc., requested a deferment of City related development fees, citing expiration of approved entitlements and difficulty securing construction and permanent financing for the project; and

WHEREAS, Banning Municipal Code Chapter 3.29.020(i), authorizes programs that encourage commercial development not specifically identified in the Code that may be in the form of direct or indirect assistance, which may include deferral of City related development fees up to the issuance of Certificate of Occupancy; and

WHEREAS, the Banning Work Lofts project will stimulate approximately 80-150 permanent jobs, additional property tax revenue and will continue to maintain both job creation opportunities and substantial economic benefits for the community.

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

1. Resolution 2017-06 is approved Assistance as defined by Banning Municipal Code Chapter 3.29.020(I), authorizing deferment of city related development fees in an amount not to exceed \$342,234.94 until the project is deemed complete and prior to the sooner of either issuance of a Certificate of Occupancy or thirty months from this date; and

2. The City Council authorizes the City Manager for the City of Banning to execute a Reimbursement Agreement with Watermark Development, Inc., to defer City related development fees in the form that is approved by the City Attorney.

PASSED, APPROVED AND ADOPTED this 10th day of January, 2017.

George Moyer, Mayor
City of Banning, California

ATTEST:

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

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

John C. Cotti, Interim City Attorney
Jenkins & Hogin, LLP

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2017-06 was duly adopted by the City Council of the City of Banning at a regular meeting thereof held on the 10th day of January, 2017, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

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ATTACHMENT 2



BANNING WORK LOFTS

A Live/Work Development

December 16, 2016

Brian Guillot- Community Development Director
City of Banning
99 E. Ramsey St.
Banning, CA 92220

Re: Request of Deferral of Agency Fees for Banning Work Lofts project, CUP#13-8005

Mr. Guillot,
Please find the following request to the City Council for the deferral of permit and agency fees for our Banning Work Lofts project.

As you know, we have been diligently working on plans, submittals and approvals to move forward with the construction of the project, and have succeeded in gaining our necessary approvals to break ground.

At the same time we were going through the entitlement process [since 2013] we have been working on obtaining the financing for the construction of our project. This has been an extremely challenging process, and we have met with a great deal of resistance from a wide variety of lenders [both locally and nationally] who are not willing or able to commit to a loan for this project, or have terms that cost prohibitive to the long-term success of the development. Having extensive experience in building and development in Southern California for over 40 years, we have never had such a difficult time retaining our financing.

We have spoken to and submitted our proposals to over 20 lenders, with no success. Despite our excellent credit and a comprehensive interest list of over 40 interested prospective tenants [attached], and being ready to break ground, we have yet to obtain a construction loan. The biggest hurdle we face is the Banning area and its lack of development, economic stability and lower area rents and land values. This has translated into outright rejection, proposals with very high interest rates [12-15%], a higher than normal equity requirement of 35% [as opposed to a standard of 20%] and an inclusion of an equity partner.

We currently have a financing commitment. However it is contingent on bringing in higher equity, which we are now working on securing. We estimate this process to take us three to six months to achieve.

Because we are approaching the deadline for expiration of the 2013 California Building Code, and have not yet paid for permits and fees, we would hereby like to request a deferral of those fees to retain our entitlements under the 2013 code, and allow us the time needed to obtain our financing. If we are not able to defer these costs, the consequences to the project and its financial status will be devastating. Without the deferral, we would have to put the plans back through plan check, causing additional financial hardship and seriously hamper the loan process as the project will no longer be "shovel-ready" a deciding factor for lenders in considering a construction loan. Deferring the fees will also benefit this process by allowing us to keep those funds in our bank account and the liquid assets on our financial statement.

We have owned this property since 2003 and are committed to following through on our plans to construct this development. We have a significant outlay personally of time and money. We believe in the area and the City of Banning, as evidenced by this investment in this property and project, and would like to see it through to completion. We would greatly appreciate your attention and approval of our request.

Please call or email me with any questions or if any other information is needed.

I can be reached at the number below, [310] 261-1243, or at watermarkinc@earthlink.net.

Thank you,

Mark Quental
Watermark Development, Inc.

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CITY OF BANNING CITY COUNCIL REPORT

TO: CITY COUNCIL

FROM: Michael Rock, City Manager

PREPARED BY: Art Vela, Director of Public Works/ City Engineer
Holly Stuart, Management Analyst

MEETING DATE: January 10, 2017

SUBJECT: Discuss and Consider Adopting Resolution 2017-08,
"Awarding a Professional Services Agreement to Holt
Architecture of Rancho Mirage, CA in the amount of \$75,000
for Architectural Planning and Programming of City
Facilities"

RECOMMENDATION:

That City Council adopt Resolution 2017-08:

1. Approving a Professional Services Agreement with Holt Architecture of Rancho Mirage, CA in the amount of \$75,000 for Architectural Planning and Programming of City Facilities.
2. Authorizing the Administrative Services Director to make necessary budget adjustments, appropriations and transfers related to the agreement.
3. Authorizing the City Manager to execute the Professional Services Agreement with Holt Architecture for Architectural Services for Improvements to Facilities.

JUSTIFICATION:

Most City buildings used to provide services to the public and to house key City functions are aging and not laid out in a manner that facilitates the effective operations of the City's activities which in some cases have changed since the buildings were constructed. The approval of the Professional Services Agreement will allow for the completion of a needs assessment and facility evaluation of several City buildings in

order to meet the goal of improving the efficiency of current and future operations and services to the public.

BACKGROUND:

On April 9, 2016, staff published a public notice soliciting statements of qualifications from qualified licensed professional architectural firms that have experience in the programming, design and development of government facilities to perform a needs assessment and evaluation of existing facilities. Notices were published in the Press Enterprise and City of Banning website. As a result, the Public Works Department received four (4) responses from the following companies:

<u>Company</u>	<u>Ranking</u>
1) Holt Architecture	883.3
2) DLR Group	861.7
3) WMM Associates	810.0
4) Chan Young Architects	763.3

A committee consisting of three (3) members was assembled to evaluate the four (4) statements based on project approach, technical competency, project team and experience, and overall responsiveness in order to identify the highest qualified and rated firm.

The scope of work includes preparing a space programming assessment to determine exact needs and requirements of all City Hall, Community Center, Water/Wastewater Department Yard and Corporate Yard Administration building functions/services. The project will cover a detailed space-by-space definition of the elements needed for facilities based on current usage, desired new amenities and potential for future growth and needs.

The Banning City Hall located at 99 E. Ramsey Street was constructed in 1990. Although the building has seen some improvements (i.e. HVAC upgrades, bathroom addition, window replacement and improvements to the Council Chambers) most of the original improvements such as the cubicle partitions, carpeting and furniture have gone unchanged.

The Community Center located at 789 N. San Geronio Avenue was constructed in 1968, which included a court yard that was later enclosed to house the current offices of Community Development Director and support staff. Additionally, the Community Center has also seen several upgrades throughout the years including kitchen upgrades, gym flooring upgrades and HVAC improvements.

The Water/Wastewater Department Yard located at 3333 Bluff Street currently consists of a warehouse that was constructed in the mid 1980's and a storage yard. In 2011, the City had a building pad graded and utilities terminated to it for a future

administration/operations building. The project also included the grading and paving of a new parking lot and the construction of a perimeter security fence.

The Corporate Yard Administration Building located at 176 E. Lincoln Street was originally constructed in the 1930's. The building was expanded in 1958 and again in 1973. Currently, the building houses staff from the Electric, Water, Wastewater, Street and Parks Departments.

The award of this professional services agreement was previously considered by the City Council on July 12, 2016. Based on the discussion, it was determined that this item would be brought to City Council at a later date for further consideration.

It is estimated this project will be completed approximately six (6) months from the issuance of the notice to proceed.

FISCAL IMPACT:

The architectural services project was approved as part of the 2016/2017 budget on June 28, 2016 and the Professional Services Agreement with Holt Architecture shall be funded by the following:

<u>Fund (Account)</u>	<u>Amount</u>
1. General Facilities (430-2900-441.33-11)	\$15,000
2. Water Operations (660-6300-471.90-78)	\$20,000
3. Wastewater Operations (680-8000-454.90-78)	\$10,000
4. Electric Operations (673-7000-473.33-11)	<u>\$30,000</u>
	\$75,000

OPTIONS:

1. Adopt Resolution 2017-08.
2. Reject Resolution 2017-08 and continue with the City operations as is or provide staff with additional direction.

STRATEGIC PLAN OBJECTIVE:

The project assist in meeting Strategic Goal No. 1, Policy Objective No. 3, which identifies the need to assess and upgrade City facilities to positively reflect the City's image.

ATTACHMENTS:

1. Resolution 2017-08
2. Holt Architecture Statement of Qualifications dated April 28, 2016
3. Fee Schedule dated June 21, 2016

Approved by:



Michael Rock,
City Manager

ATTACHMENT 1

(Resolution 2017-08)

RESOLUTION 2017-08

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AWARDING A PROFESSIONAL SERVICES AGREEMENT TO HOLT ARCHITECTURE OF RANCHO MIRAGE, CA IN THE AMOUNT OF \$75,000 FOR ARCHITECTURAL PLANNING AND PROGRAMMING OF CITY FACILITIES

WHEREAS, in order to update City facilities to address current and future operational needs a facility needs assessment must be completed; and

WHEREAS, on April 9, 2016, staff published a public notice soliciting statements of qualifications from qualified licensed professional architectural firms that have experience in the programming, design and development of government facilities to perform a needs assessment and evaluation of existing facilities; and

WHEREAS, the Public Works Department received four (4) responses from Holt Architecture, DLR Group, WMM Associates, and Chan Young Architects; and

WHEREAS, a committee consisting of three (3) members was assembled to evaluate the four (4) statements based on project approach, technical competency, project team and experience, and overall responsiveness in order to identify the highest qualified and rated firm; and

WHEREAS, Holt Architecture was the highest ranked firm; and

WHEREAS, the scope of work will include preparing a space programming assessment to the needs and requirements of all City Hall, Community Center, Water/Wastewater Department Yard and Corporate Yard Administration building functions and services and will also include a detailed space-by-space definition of the elements needed for facilities based on current usage, desired new amenities and potential for future growth and needs; and

WHEREAS, this item was discussed and considered by the City Council at its regular Council meeting on July 12, 2016. Based on discussion, it was determined that this item would be brought to City Council at a later date for further consideration.

WHEREAS, the planning and programming project was approved as part of the 2016/2017 budget on June 28, 2016 and the Professional Services Agreement with Holt Architecture shall be funded by the following:

<u>Fund (Account)</u>	<u>Amount</u>
1. General Facilities (430-2900-441.33-11)	\$15,000
2. Water Operations (660-6300-471.90-78)	\$20,000
3. Wastewater Operations (680-8000-454.90-78)	\$10,000
4. Electric Operations (673-7000-473.33-11)	\$30,000

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

SECTION 1. The Banning City Council adopts Resolution 2017-08 approving a Professional Services Agreement with Holt Architecture of Rancho Mirage, CA in the amount of \$75,000 for Architectural Services for Improvements to City Facilities.

SECTION 2. The Administrative Services Director is authorized to make necessary budget adjustments, appropriations and transfers related to the agreement for Architectural Services Improvements to City Facilities.

SECTION 3. The City Manager is authorized to execute the Professional Services Agreement with Holt Architecture for Architectural Services Improvements to Facilities, in a form approved by the City Attorney.

PASSED, APPROVED AND ADOPTED this 10th day of January, 2017.

George Moyer, Mayor
City of Banning

ATTEST:

Marie A. Calderon, City Clerk
City of Banning

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

John C. Cotti, Interim City Attorney
Jenkins & Hugin, LLC

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2017-08, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 10th day of January, 2017, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ATTACHMENT 2

(Holt Architecture Statement of Qualifications dated April 28, 2016)

CITY OF BANNING

QUALIFICATIONS TO PROVIDE ARCHITECTURAL SERVICES
FOR IMPROVEMENTS TO CITY FACILITIES

Submitted by
HOLT ARCHITECTURE

70225 Highway 111, Suite D
Rancho Mirage, CA 92270

760/328.5280 | holtarchitecture.com

April 28, 2016



COVER LETTER

City of Banning, City Clerk's Office
Attn: Holly Stuart, Management Analyst
99 E Ramsey Street
PO Box 998
Banning, CA 92220

April 28, 2016

Re: Qualifications to Provide Architectural Services for Improvements to City Facilities

Dear Ms. Stuart and Members of the Evaluation Committee,

Holt Architecture is pleased to provide you with our qualifications to provide architectural services for improvements to the Banning City Hall, Corporate Yard Administration Building, Community Center and Water Department Yard. Having designed the Banning Police Department which was completed in 2010, we offer local experience that is both recent and relevant, and we are very excited about this opportunity to work with the City of Banning once again.

Our portfolio includes a myriad of renovation and new construction projects for municipal clients throughout Southern California, many of which have similarities to the projects for which you seek architectural services. Over the past few years we have proudly served the Cities of Riverside, Indio, El Centro, Yucaipa, Fontana and Ontario, and the Counties of Riverside and Imperial. We are also currently pre-approved to provide on-call services for the County of San Bernardino, Riverside Transit Agency, City of Moreno Valley, City of Lake Elsinore, County of Imperial and County of Riverside.

The City of Banning is ideally located just over 30 miles from each of our two offices in Riverside and Rancho Mirage. Our close proximity to the City will allow us to be on site as often as needed to ensure successful and expedient project delivery.

The subconsultants included on this team have been carefully selected based upon their relevant experience and our working history with each firm. In addition to our own status as a Certified Micro Small Business Enterprise, all of our subconsultants are also certified as small businesses.

Thank you for reviewing our qualifications to provide architectural services for your various improvement projects. We would love the opportunity to help update your facilities to make them efficiently meet your operational needs. Should you have any questions or require any additional information, please do not hesitate to contact us.

Sincerely,

Timothy M. Holt, AIA, NCARB - Senior Principal
760/328.5280 office | 760/408.6604 cell | tholt@holtarchitecture.com
3891 11th Street 70225 Highway 111, Suite D
Riverside, CA 92501 Rancho Mirage, CA 92270

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QUALIFICATIONS OF FIRM/PROJECT TEAM

ABOUT THE FIRM

Established by Timothy Holt in 1982, Holt Architecture is a full-service architectural firm with over 30 years' experience in the planning and design of projects spanning numerous market sectors. Our firm operates out of offices in both Rancho Mirage and Riverside, California, enabling us to efficiently and effectively serve clients across a broad geographic scope.

Over the years, we have built a strong portfolio of projects reflecting the following markets:

- Civic
- Law Enforcement
- Healthcare
- K-12 Education
- Higher Education
- Religious
- Youth Services
- Detention
- Parks and Recreation
- Community Services
- Libraries
- Animal Care
- Fleet Services
- Laboratory Facilities
- Specialty

By specializing in an array of project types, we are able to serve the various needs of our loyal client base. We have established our reputation based on a distinctive combination of consistent creative design excellence and efficient project execution.

With a staff of ten professionals, we're small enough to qualify as a Micro Small Business Enterprise, yet our portfolio boasts projects ranging from minor tenant improvements to major, ground-up facilities. As a smaller firm, our clients benefit from our highly personal service and our ability to adjust to the unique requirements of every client.

Our design philosophy stems from our view that each project has unique objectives, and we make it our mission to discover creative architectural solutions that fully satisfy those needs. While projects may have similarities to one another, it is important to approach and respond to the unique aspects of each individual project. We can refer to successful solutions of past projects to enhance the final outcome of current projects while simultaneously looking for new ways to incorporate improvements. Our specific goal is to perform the best possible professional services, striving for design excellence, economy, efficiency and flexibility.

QUALIFICATIONS TO COMPLETE THE SCOPE OF SERVICES

Our firm employs multi-disciplinary staff members who have each worked on numerous projects that are similar to those in this RFQ. We primarily work with public agency clients and have a thorough understanding of their unique budget and scheduling needs. Having worked recently in the City of Banning, we also understand the local and regional agency requirements.

STATEMENT OF UNDERSTANDING

We understand that the City of Banning is looking to update several facilities including the City Hall, Corporate Yard Administration Building, Community Center and the Water Department Yard. It is the City's intention to make these facilities more efficient and better meet operational needs. The City is seeking an architectural firm to program, design and develop these facilities. Services to be performed include:

- Needs Assessment
- Existing Facility Evaluation
- Programming and Preparation of Development Architectural Program for City Facilities
- Project Administration and Management Services
- Site Analysis and Feasibility Studies
- Preparation of Conceptual/Schematic Drawings
- ADA Compliance Review and Planning
- Schedule Developing
- Cost Estimate Services
- Security Enhancements
- Information Technology Improvements (Communication)

LOCATION OF FIRM/STAFF

Holt Architecture is headquartered in Rancho Mirage, California and operates a branch office in Riverside. The addresses of the offices are as follows:

Rancho Mirage (headquarters)	Riverside
70225 Highway 111, Suite D	3891 11 th Street
Rancho Mirage, CA 92270	Riverside, CA 92501

Our staff will perform the services in this RFQ out of the Rancho Mirage office.

QUALIFICATIONS OF FIRM/PROJECT TEAM

CURRENT AND PAST PUBLIC-AGENCY CLIENTS

Holt Architecture has been providing professional architectural services to public agency clients for over 30 years. As such, our list of public projects is extremely extensive. In an effort to keep our response direct and concise, we have elected to show one representative project for each public agency client listed in the chart below. Many contacts for projects shown are no longer available; please refer to the "References" section for currently available contacts.

Holt Architecture served as the **Prime Architect** and provided **complete architectural services** for each representative project shown.

Client	Representative Project	Staffing
Boys & Girls Club of the Coachella Valley	Mecca Boys & Girls Club A 30,600 SF new construction clubhouse Cost: \$5.6 M Fee: \$480,000	Tim Holt, Tom Howell, Jose Deleon, Ruben Coronado, Kristine Luong
City of Banning	Banning Police Department A 32,000 SF new construction police department that houses essential services Cost: \$12.9 M Fee: \$967,000	Tim Holt, Tom Howell, Jose Deleon, Ruben Coronado, Kristine Luong
City of Blythe	Blythe Police Station An 18,000 SF renovation and addition Cost: \$11.2 M Fee: \$312,000	Tim Holt, Tom Howell, Jose Deleon, Ruben Coronado, Kristine Luong
City of Calipatria	Calipatria City Hall and Fire Station An 11,400 SF new construction facility Cost: \$2.993 M Fee: \$223,500	Tim Holt, Tom Howell, Jose Deleon, Ruben Coronado, Kristine Luong
City of El Centro	El Centro City Hall A 13,800 SF new addition and interior renovation Cost: \$4.14 M Fee: \$331,200	Tim Holt, Tom Howell, Jose Deleon, Ruben Coronado, Kristine Luong
City of Fontana	Emergency Operations Center A 12,200 SF interior renovation of existing building Cost: \$4.88 M Fee: \$556,000	Tim Holt, Tom Howell, Matt Acton, Jose Deleon, Kristine Luong
City of Holtville	Holtville Public Safety Building A new 12,400 SF fire and police department facility Cost: \$3.2 M Fee: \$ 256,000	Tim Holt, Tom Howell, Ruben Coronado, Jose Deleon
City of Indio	Council Chambers Renovation A 5,800 SF interior renovation Cost: \$1.1 M Fee: \$99,000	Tim Holt, Tom Howell, Matt Acton, Jose Deleon, Steven Porter, Kristine Luong
City of Murrieta	Murrieta Police Department A new 36,000 SF secure police station Cost: \$10 M Fee: \$810,000	Tim Holt, Tom Howell, Jose Deleon, Ruben Coronado
City of Rancho Mirage	Whitewater Memorial Park A 3,200 SF restroom building renovation Cost: \$742,000 Fee: \$82,400	Tim Holt, Tom Howell, Ruben Coronado
City of Ontario	Police Department Renovation An interior renovation of existing facility Cost: \$3.5 M Fee: \$347,500	Tim Holt, Tom Howell, Matt Acton, Jose Deleon, Kristine Luong

QUALIFICATIONS OF FIRM/PROJECT TEAM

Client	Representative Project	Staffing
City of Riverside	Grier Pavilion A 4,800 SF renovation of the seventh floor outdoor patio on top of City Hall in Riverside Cost: \$1.35 M Fee: \$121,500	Tim Holt, Tom Howell, Jose Deleon
City of Yucaipa	Yucaipa Police Department A new 22,500 SF police station Cost: \$9.9 M Fee: \$792,000	Tim Holt, Tom Howell, Matt Acton, Ruben Coronado, Jose Deleon, Steven Porter, Kristine Luong
Coachella Valley Mosquito and Vector Control District	Administrative/Operations Building A 16,668 SF administration building with a board room Cost: \$4.9 M Fee: \$395,000	Tim Holt, Tom Howell, Jose Deleon
College of the Desert	Alumni Center A 3,500 SF Measure B bond project housing COD's Alumni Foundation offices Cost: \$1.9 M Fee: \$187,000	Tim Holt, Tom Howell, Jose Deleon, Ruben Coronado, Kristine Luong
Copper Mountain College	Library, Student Center and Cafeteria A 34,050 SF "mini campus" within the main Copper Mountain College campus Cost: \$10.7 M Fee: \$856,000	Tim Holt, Tom Howell
County of Riverside	Department of Public Social Services - Jurupa A 154,000 SF child and adult protective services facility that included renovation and new construction Cost: \$10.35 M Fee: \$776,000	Tim Holt, Tom Howell, Jose Deleon, Ruben Coronado
County of Riverside Animal Services	Blythe Animal Shelter An 8,240 SF comprehensive animal services center Cost: \$1.65 M Fee: \$132,000	Tim Holt, Tom Howell, Jose Deleon, Ruben Coronado, Kristine Luong
County of Riverside Economic Development Agency	Indio Workforce Development Center A 106,000 SF renovation to provide joint-use public office space Cost: \$9.9 M Fee: \$792,000	Tim Holt, Tom Howell, Ruben Coronado, Jose Deleon
County of Riverside Fire Department	Ben Clark Training Center - Fire A 26,000 SF fire training facility Cost: \$10.2 M Fee: \$765,000	Tim Holt, Tom Howell, Matt Acton, Ruben Coronado, Jose Deleon, Steven Porter, Kristine Luong
County of Riverside Sheriff's Department	Coroner Forensic Center East A 14,700 SF full-service coroner facility Cost: \$3.18 M Fee: \$272,000	Tim Holt, Tom Howell, Jose Deleon
County of Riverside Transportation Department	Cabazon Fleet Services/Corporate Yard A full-service fleet services facility on a 7-acre lot Cost: \$4.5 M Fee: \$360,000	Tim Holt, Tom Howell, Jose Deleon, Ruben Coronado, Kristine Luong

QUALIFICATIONS OF FIRM/PROJECT TEAM

Client	Representative Project	Staffing
County of Riverside Veteran's Services	Office of Veteran's Services A 4,500 SF interior and exterior renovation that received a "Beautification Award" from Keep Riverside Clean and Beautiful Cost: \$675,000 M Fee: \$78,000	Tim Holt, Tom Howell, Matt Acton, Ruben Coronado, Kristine Luong
Riverside Transit Agency	New Parking Facility A new 150 vehicle parking facility Cost: \$680,000 Fee: \$59,000	Tim Holt, Tom Howell, Jose Deleon
Town of Yucca Valley	Yucca Valley Town Hall An interior renovation of existing facility Cost: \$800,000 Fee: \$68,000	Tim Holt, Tom Howell

QUALIFICATIONS OF FIRM/PROJECT TEAM

PRIMARY CONTACT

Timothy Holt, AIA, NCARB - Senior Principal
70225 Highway 111, Suite D
Rancho Mirage, CA 92270
760/328.5280 (office) | 760/408.6604 (cell)
tholt@holtarchitecture.com

OVERVIEW OF KEY PERSONNEL

Firm	Team Member	Role/Responsibilities
Holt Architecture	Timothy Holt, AIA, NCARB (Primary Contact)	Senior Principal
	Thomas Howell, AIA, NCARB	Principal Architect
	Matt Acton, LEED® Green Associate™	Project Designer
	Ruben Coronado	Project Manager
	Jose Deleon	Construction Documents Coordinator
	Kristine Luong	Materials Specialist
	Steven Porter	Job Captain
Design West Engineering	Steven Johnson, PE	Mechanical Engineer
	Leo Maya, PE	Electrical Engineer
Wiseman+Rohy Structural Engineers	Steve Rohy, SE	Structural Engineering Principal in Charge
	Jim Wiseman, SE	Structural Engineer
IDLA, Inc.	Ian Davidson, ASLA, RLA	Landscape Architect
VCA Engineers, Inc.	Virgil C. Aoanan, PE, SE, QSD	Civil Engineer
AVS Engineers	Daniel Leung, PM	Security/IT Principal in Charge/Project Manager
	Tim Lincoln, PE	Security/IT Project Engineer

QUALIFICATIONS OF FIRM/PROJECT TEAM

SUBCONSULTANTS

Subconsultant	Role	Length of Working History with Holt Architecture	Reason Selected for this Project Team
Design West Engineering >> Certified Small Business	Mechanical/Electrical/Plumbing Engineering	15 years	<ul style="list-style-type: none"> Highly qualified firm for moderate-sized public sector projects Familiarity with staff members who perform mostly public work Most qualified local firm Small business status
Wiseman+Rohy Structural Engineers >> Certified Small Business	Structural Engineering	6 years	<ul style="list-style-type: none"> Familiarity between project team members Small business status Highly qualified for public projects
IDLA, Inc. >> Certified Small Business	Landscape Architecture	16 years	<ul style="list-style-type: none"> Familiarity and length of working history with firm Current availability Highly qualified for projects in RFQ Small business status Local firm
VCA Engineers, Inc. >> Certified Small Business	Civil Engineering	7 years	<ul style="list-style-type: none"> Successful working relationship Small business Qualified project portfolio Current availability for all projects listed
AVS Engineers >> Certified Small Business	Security/IT Design	3 years	<ul style="list-style-type: none"> Highly qualified for public projects Local Available Small business status Excellent working relationship

QUALIFICATIONS AND UNDERSTANDING

PROPOSED STRATEGIES FOR ACHIEVING RFQ OBJECTIVES

One of the contributing factors to our firm's continual success in delivering projects on time and on budget is our highly organized project approach. Our projects are divided into six phases, including Schematic Design, Design Development, Contract Documents, Bidding and Negotiation, Construction Administration and Post Construction Walk-Through. Each phase is comprised of specific tasks and milestones, organized as follows:

Programming

We will interview various end users of the City and determine an appropriate square footage for each of the functions identified. We will then create a tabulation in chart form to illustrate our findings.

Schematic Design

We will conduct a verification of the architectural program and subsequent meetings with the County, Design Documents will be prepared, which will include floor plans, exterior elevations and any other drawings necessary to convey the design intent. The Holt staff will work with the County to establish the appropriate size, number of spaces, adjacencies and any other special circumstances that may be critical to the overall design. The Schematic Design shall be approved by the County prior to the commencement of the Design Development phase. Once the Schematic Design is complete, the drawings will be sufficient for the preparation of a conceptual cost projection to assist the County in making an informed decision with respect to the project budget.

Design Development

Upon Client approval of the Schematic Design, the drawings will be further developed into plans, sections and elevations. Overall building scale and detailed elements will be refined. Building sections will allow us to investigate structural efficiency, as well as how the structure is integrated with interior and exterior architectural details. Mechanical systems, ductwork and plumbing are considered in this phase, ensuring all of the necessary parts of the building work together.

Contract Documents

Once Design Documents have been approved, we will prepare Contract Documents. The Contract Documents are the detailed drawings and specifications issued to a General Contractor for the construction of the project, as well as to the building department to obtain construction permits.

Contract Documents include the construction drawings, which consist of all required zoning information and site plans, architectural and structural design, plumbing, electrical, and fire protection design, as well as written project specifications. All aspects of the project will be designed in accordance with prevailing building codes.

Bidding & Negotiation

Holt Architecture shall assist the County in preparing bid documents for prospective General Contractors. These bid documents shall consist of the Contract Documents, along with instructions for providing a breakdown of costs and anticipated schedule, so they may be compared with those of other bidders. We will evaluate the bids and make recommendations for the selection of a General Contractor.

A "kick-off" meeting is then arranged with the design team, the County and the General Contractor to review the Contract Documents, answer any final questions and clarify the intent of any particular aspects of the documents prior to the start of construction.

Construction Administration

During construction, we will visit the site at critical stages to observe the progress and quality of the work. We will notify the County of any part of the work that is not in conformance with the Contract Documents and take appropriate action to coordinate with the General Contractor, after conferring with the County.

We will also process payment requisitions from the General Contractor based on the amount of work completed or materials stored on site. Shop drawings will also be reviewed and approved for various aspects of the work that may require fabrication.

QUALIFICATIONS AND UNDERSTANDING

Post Construction Walk-Through

It is important to remember that a new building is a custom product, and often times they will have kinks to work out. As an added service to our clients, we provide a one month post-construction walk-through to ensure the project is functioning as intended and to correct any problems that may have arisen. We make it a priority to ensure that our clients are satisfied with their project well into occupancy, and this added service assists in that effort.

PROJECT UNDERSTANDING

We understand that the City of Banning is looking to update several facilities including the City Hall, Corporate Yard Administration Building, Community Center and the Water Department Yard. It is the City's intention to update these facilities to make them more efficient and better meet operational needs. The City is seeking a professional architectural firm to program, design and develop these facilities. Services to be performed include:

- Needs Assessment
- Existing Facility Evaluation
- Programming and Preparation of Development Architectural Program for City Facilities
- Project Administration and Management Services
- Site Analysis and Feasibility Studies
- Preparation of Conceptual/Schematic Drawings
- ADA Compliance Review and Planning
- Schedule Developing
- Cost Estimate Services
- Security Enhancements
- Information Technology Improvements (Communication Technology)

ABILITY TO DEVELOP DETAILED SCOPE, INCLUDING SCHEDULE AND BUDGET, IN COLLABORATION WITH THE CITY

We will work closely with the City to develop each project's scope, budget and schedule. We will begin each project with a comprehensive planning session involving all project team members to identify required and desired spaces for the facility. The list will be refined in to "must have" items and "nice to have" items. A budget and schedule will be prepared based upon this preliminary planning information. Our staff will then work with the City to refine the scope to best suit the City's needs for the project.

Keeping Projects Within Budget and Schedule

Holt Architecture boasts an impressive track record of delivering projects on time and within budget. We are able to keep projects under budget by accurately estimating project costs up front. In addition to relying upon our own internal Construction Cost Database, which is based upon current local conditions, we also use as references:

- R.S. Means Construction Cost Data
- McGraw-Hill Current Construction Costs
- F.W. Dodge Construction Cost Summaries

Our recent experiences have proven the accuracy of our cost estimating procedures. We typically experience low bids from the competitive marketplace within two to three percent of our final cost projections. We are willing to stand firmly behind these projections and feel that they provide our clients with the best forecast possible.

Our ability to deliver projects on time is connected to our Project Organization and Quality Control Program, which hold us to meeting pre-determined project milestones to ensure that a project is not delayed. By closely adhering to these programs we are able to give our clients the projects they want, when they want them and within their original budget.

QUALIFICATIONS AND UNDERSTANDING

Banning Police Department | Banning, CA

CLIENT
City of Banning

SIZE
32,000 SF

COST
\$12.9 M

COMPLETION
2010

The design of the Banning Police Department creates a substantive civic building that offers a strong presence to the public and complements the aesthetic of the neighboring City Hall. The 32,000 SF building houses the essential services of 911 dispatch, holding cells, booking rooms, evidence storage, administrative spaces, exercise facilities and community meeting rooms. An extensive masonry retaining wall encircles the entire north side of the site, enclosing the upper-level parking and providing added security for squad cars. An additional parking lot across the street to the east of the building is also secured through a perimeter masonry wall and serves employees of both City Hall and the Banning Police Department.

The design offers various levels of entry on either side. The main public entrance to the south is located on the lower level of the two floors where visitors are directed to the upper level administrative services. The north entrance has the appearance of a ground floor entrance but is actually the top level of the building. Underneath, squad cars are given private, secured entry for the transport of persons in custody.



QUALIFICATIONS AND UNDERSTANDING

Cabazon Fleet Services | Cabazon, California

CLIENT
County of Riverside

SIZE
7-Acre Site

COST
\$4.5 M

COMPLETION
2009

The Cabazon Fleet Services facility is a full-service facility serving County of Riverside fleet vehicles. The site houses a fueling station, car wash and complete vehicle maintenance/repair station. The facility can accommodate approximately 150 fleet vehicles per day.



QUALIFICATIONS AND UNDERSTANDING

Administrative/Operations Building and Bio Control Facility | Indio, California

CLIENT

Coachella Valley
Mosquito and Vector
Control District

SIZE

Phase 1: 6,668 SF
Phase 2: 19,526 SF

COST

Phase 1: \$2.9 M
Phase 2: \$3.7 M

COMPLETION

Phase 1: 1999
Phase 2: 2005

Phase I included the Administrative Office Building, which contains the reception area, administrative offices, and Board Room, the staff offices, locker rooms, laboratory and storage areas, the Maintenance Building used to service District vehicles and all on-site parking areas, landscaping and amenities. The buildings feature split-face masonry wall construction, deeply recessed, energy-efficient glazing, standing seam metal roofs, and a comprehensive security system. The exterior features natural desert scape with a low water consumption irrigation system and covered parking.

Phase 2 included the Bio Control Facility and Research Ponds. The building is both a District laboratory and a storage warehouse for the fish tank functions. Additionally, there are a number of mosquito/fish ponds adjacent to the Laboratory Building.



QUALIFICATIONS AND UNDERSTANDING

Mecca Boys & Girls Club | Mecca, CA

CLIENT

Boys & Girls Club of
Coachella Valley

SIZE

30,600 SF

COST

\$5.6 M

COMPLETION

2011

The new Mecca Boys and Girls Club is a landmark facility for the roughly 2,500 youth of the 8,000-person blighted agricultural town. Currently, Mecca has little to offer its young constituents in regards to safe recreation facilities, and many choose to patronize parks in neighboring towns. The addition of the new Boys and Girls club both revitalizes an impoverished area and provides children and teens with a safe and secure place to enjoy after school and on weekends. The 30,000 SF club has a gymnasium, boxing ring, library, teen center, exercise and weight room areas, state-of-the-art-technology, a community room and outdoor recreation sports, including basketball courts.



QUALIFICATIONS AND UNDERSTANDING

Jurupa Self-Sufficiency Center | Jurupa, California

CLIENT

Riverside County
Economic Development
Agency

SIZE

52,800 SF

COST

\$11.45 M

COMPLETION

2007

This 52,800 SF design-build project accommodates the County of Riverside's offices for GAIN and TAMD and was designed to assist residents of Riverside in preparing for the local job market. Designed in a contemporary Spanish architectural expression, this building establishes the design standard for the County's redevelopment of the Mission Boulevard improvement district. Holt Architecture was selected based on qualifications of having previously completed several successful municipal buildings for the County.



QUALIFICATIONS AND UNDERSTANDING

Additional Public Agency Projects

- Animal Samaritans
- Boys & Girls Club - Coachella Clubhouse
- Smilow Family Teen Center
- Boys & Girls Club - Mecca Clubhouse
- Coachella Valley Mosquito and Vector Control District - Phase 1 Administrative/Operations Buildings
- Coachella Valley Mosquito and Vector Control District - Phase 2 Bio Control Facility and Research Ponds
- Banning Police Station
- Blythe Police
- Blythe Fire
- Calipatria City Hall and Fire Station
- El Centro City Hall
- Holtville Public Safety Building
- Murrieta Police Department
- Rancho Mirage Annex
- Whitewater Park
- Grier Pavilion
- Riverside Council Chambers
- Orange Square Lobby
- Mission Square Multi-Purpose Room
- Yucaipa Police Department
- College of the Desert:
 - >> Alumni Center
 - >> Diesel Mechanic Building
 - >> Science Lab
 - >> Student Center
 - >> Walter N. Marks Center for the Arts
- Copper Mountain College
- Blythe County Administrative Center
- Hemet Department of Public Social Services
- Indio County Administrative Center
- Larson Justice Center
- Jurupa Self-Sufficiency Center
- Coroner Forensic Center East
- Jurupa Sheriff's Evidence Warehouse
- Lake Elsinore Sheriff Station
- Blythe Animal Shelter
- Southwest Communities Animal Shelter
- Office of Veteran's Services
- Bermuda Dunes Public Safety Building
- Blythe Fleet Services
- Eastern Riverside County Emergency Operations Center



Ben Clark Training Center - Fire Training Facility

- Indio Workforce Development Center
- Law Offices of the Public Defender
- Riverside Centre: 4th Floor
- Riverside Centre: 5th Floor
- US Attorney's Office
- David C. Christenson Code Enforcement Office
- East County Detention Center
- Indio Juvenile Hall
- Riverside Juvenile Hall Master Plan
- James A. Venable Community Center
- Highgrove Community Park
- La Ladera Park
- North Shore Beach and Yacht Club Community Center
- Rubidoux Community Resource Center
- Thousand Palms Park, Community Center & Library
- Veterans Memorial Park
- Ben Clark Training Center - Master Plan
- Ben Clark Training Center - Sheriff
- Ben Clark Training Center - Fire
- Fontana Emergency Operations Center
- Ontario Police Department Headquarters Renovation
- Indio Police Department Headquarters Renovation
- Yucca Valley Town Hall
- Riverside Transit Agency New Parking Facility

REFERENCES

County of Riverside Economic Development Agency

Tim Miller, Assistant Director
951/955.4838
tmliller@rivcoeda.org

Boys and Girls Club of the Coachella Valley

Jim Ducatte, Director
760/836.1160 Ext. 102
jducatte@bgcofcv.org

Operation SafeHouse

Kathy McAdara, Executive Director
951/351.4418
safehouse9@aol.com

City of Indio

Tim Wassil, Director
760/391.4018
twassil@indio.org

City of Yucaipa

Ray Casey - City Manager
(909) 797-2489
rcasey@yucaipa.org

STRATEGY AND IMPLEMENTATION PLAN

Our Strategy and Implementation Plan is directly reflective of our **Proposed Strategies for Achieving RFQ Objectives** listed in the **Qualifications and Understanding** section of this proposal. The seven phases under which we will perform the work on the projects include:

1. Programming
2. Schematic Design
3. Design Development
4. Contract Documents
5. Bidding & Negotiation
6. Construction Administration
7. Post Construction Walk-Through

Please refer to the aforementioned section for a detailed description of what is entailed in each phase.

LEED Certification

Situated in a unique desert climate that hosts extreme temperatures throughout the year, we are acutely aware of the benefits that both passive and active energy conservation measures can have on a facility, the environment and the population. We have been incorporating energy-saving measures into our projects throughout our 30-year history, since long before "going green" became an industry trend. From simple steps like the incorporation of bike racks to promote reduction in fuel use to major photovoltaic installations, we can guide our clients to do their part to help the environment without sacrificing the quality or integrity of their project. Our long-standing membership with the United States Green Building Council (USGBC) serves as further testament to our dedication to sustainable design.

Many clients are attracted to the idea of sustainable design, but are leery of the time, effort and financial contribution required to obtain LEED certification. Whether or not our clients choose to go LEED, we are extremely knowledgeable of the program's parameters and can design any facility to comply with LEED standards. This allows us to give our clients a sustainable project that can still lower their energy costs, improve the indoor environment for constituents and reduce their overall footprint. In a nutshell, they can enjoy the benefits of green design without actually achieving LEED certification.

Construction Estimating

We have worked with a wide range of project budgets and are able to design within any budget, large or small. Our track record of cost estimates is exceptionally close to final bid amounts. Tom Howell, who oversees our Bidding and Construction Administration phases, prepares all of our cost estimates. With over 20 years of experience in the construction industry, he maintains relationships with involved contractors, subcontractors, suppliers and manufacturers' representatives, as well as maintains the office Construction Cost Database.

ADA Requirements for Public Buildings

As with any project, the project team is tasked with delivering a project suitable for the needs of the client while maintaining compliance with any and all code requirements. To ensure we not only achieve this goal, but do so in a time efficient manner, we have developed the following methodology:

As-Built Conditions

We take the time to analyze any as-built construction drawings that may be available on the existing building to begin to understand where there may be non-compliance with today's code requirements. From here, we initiate the development of as-built drawings suitable to begin conceptual design based upon the project's program requirements.

Field Measure/Field Verify

While the initial stages of conceptual design are taking place, we will send members of the project team to the site to field measure and field verify all existing dimensions and other items identified during the As-Built document analysis. This is the most important step to eliminating any "guesswork" that can lead to costly mistakes during time of construction.

Schematic Design

Armed with an in-depth understanding of the existing building/space and a conceptual design idea, we will work closely with the owner's project team during the schematic design phase to develop a plan that meets the project's program requirements while complying with applicable code requirements. It is also during this phase that we will develop a plan to address any special compliance issues that may have arisen during the building analysis.

STRATEGY AND IMPLEMENTATION PLAN

Construction Administration

As detailed in our Project Approach, we frequently visit our projects during construction to observe the progress and quality of the work. We work closely with the construction team and are highly responsive to their inquiries and RFIs. We help them to be proactive in addressing unforeseen conditions that occur in the field and work in a collaborative manner to deliver quality solutions while containing budgetary costs.

Our approach to Construction Administration is so successful that we are often brought on by clients during this phase of a project when they are not satisfied with this aspect of their design team's performance. We recently completed Construction Administration only for the El Centro Regional Outpatient Clinic and Southwest Communities Animal Shelter.

TECHNOLOGY

Holt Architecture employs a variety of three-dimensional modeling software programs to design and produce our projects. Sketchup is used for the Schematic Design phase to develop renderings and models. After the initial design is complete, plans and Construction Documents are then produced in ArchiCAD.

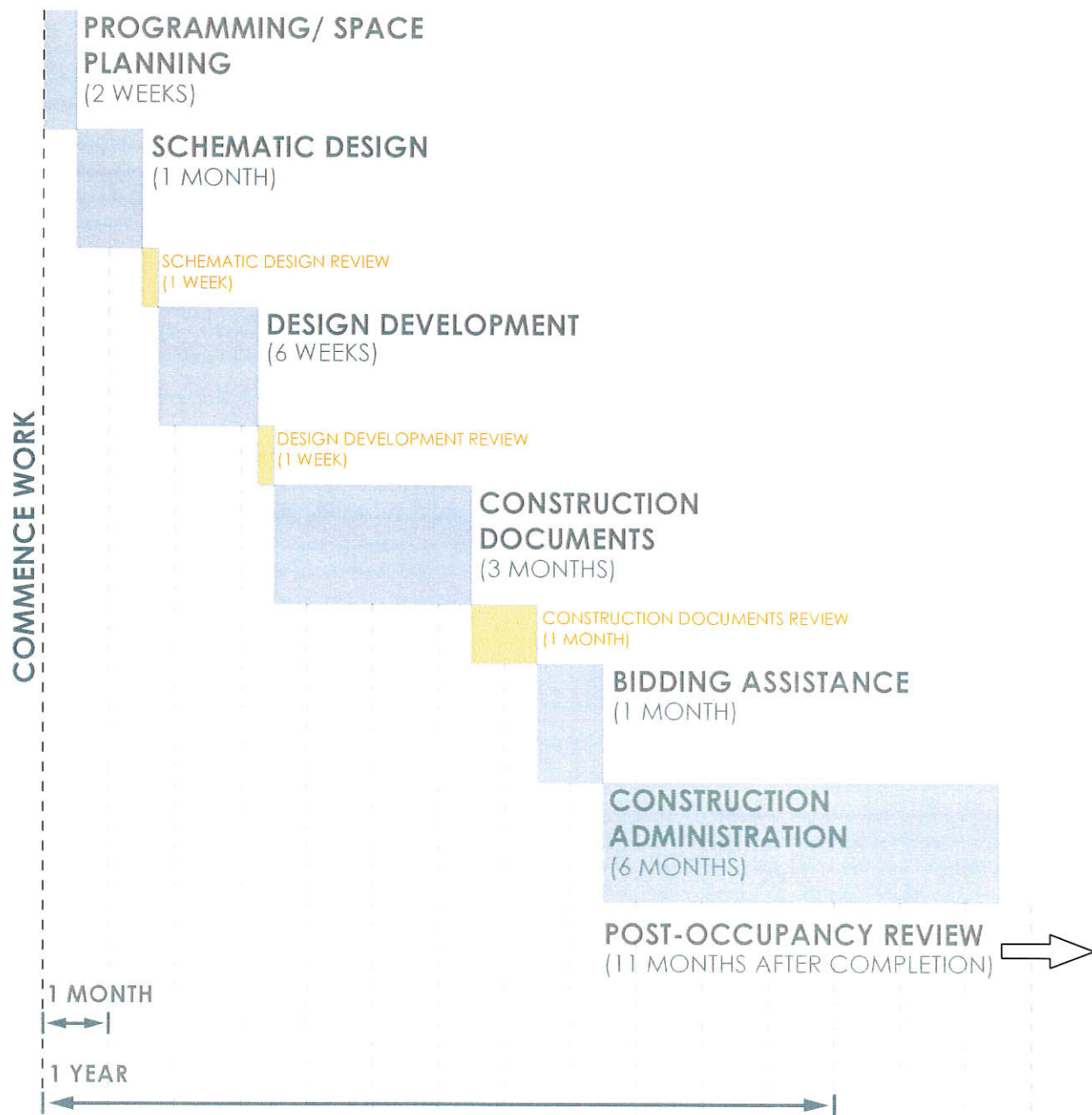
All employees have their own individual work stations. Additionally, we are also equipped with several traveling computers and presentation equipment that can be taken to client meetings.

Our office is equipped with several multi-functional printing stations that have the capability of scanning, copying and faxing in addition to high-volume printing. We are also able to produce large-format prints in-house through the use of two separate plotters.

We maintain an FTP site to aid in file sharing with consultants and clients. We also maintain accounts with several printing companies in Riverside County for when additional assistance is needed.

STRATEGY AND IMPLEMENTATION PLAN

Below is a sample of a typical project schedule. Individual projects vary greatly based upon size and complexity. The duration of each phase would be adjusted according to each individual project, but the percentage of time dedicated to each phase would be relative to what is displayed in the chart.



PROPOSED QUALITY ASSURANCE PROGRAM (QA/QC)

QA/QC - Quality assurance and quality control is built into our process. There are multiple facets of our quality assurance system, beginning with our planning software, the issues tracking matrix, and regular meetings, all discussed previously. We also utilize clash detection software to analyze the architectural, structural, and mechanical models to ensure there are no conflicts between building components. However, technology and process are nothing without an experienced team to employ them properly.

THE STAFF IN THIS STATEMENT OF QUALIFICATIONS WILL BE DEDICATED TO YOUR PROJECT THROUGH FRUITION. THEY WILL CONTINUALLY FOCUS ON PROJECT QUALITY AND CLIENT SERVICE.

Another critical component of our quality control system is a weekly project update prepared by the project manager to inform the client and consultants of the status of ongoing and resolved issues, schedule and budget. This allows our clients to follow our progress and comment on any concerns promptly.

A checklist developed by the firm's Quality Control Committee is used by the project manager and the project architect to assure that information needed is included and coordinated throughout the documents. Our team will also perform a quality control review using senior staff not involved in the day-to-day of the project at major project milestones.

RESUMES: HOLT ARCHITECTURE

Timothy M. Holt, AIA, NCARB | Principal in Charge



EDUCATION

- Bachelor of Architecture
– University of Michigan

REGISTRATION

- Architect: CA #12576
- NCARB #23931

AFFILIATION

- American Institute of Architects - National and California Desert Chapter
- Construction Specifications Institute
- National Council of Architectural Registration Board
- The American Architectural Foundation
- International Conference of Building Officials
- Architectural Review Board for City of Rancho Mirage
- Consultant to the San Bernardino Diocesan Building Committee

YEARS WITH FIRM

36

Tim established Holt Architecture in 1993 after serving eleven years as the architectural division of The Holt Group, a comprehensive A/E firm run by Tim and his two brothers. With a rich history in architectural design backed by a comprehensive understanding of the engineering and construction divisions, Tim offers a unique perspective that is beneficial to the firm's projects and is evident through a multitude of long-term repeat clients. As Principal in Charge, Tim is responsible for overseeing all work performed by the Holt team to ensure that clients' goals are met and exceeded. He actively participates in project planning, evaluation, and design and monitors each project from feasibility/programming through project close-out.

SELECTED EXPERIENCE LIST

- SafeHouse of the Desert - Thousand Palms, CA
- Mecca Boys & Girls Club - Mecca, CA
- Coachella Boys & Girls Club - Coachella, CA
- Boys & Girls Club Smilow Family Teen Center - Indio, CA
- Larson Justice Center - Indio, CA
- Ben Clark Training Center - Riverside, CA
- Yucaipa Police Department - Yucaipa, CA
- Banning Police Department - Banning, CA
- Murrieta Police Department - Murrieta, CA
- Blythe Police Department - Blythe, CA
- Lake Elsinore Sheriff Station - Lake Elsinore, CA
- Hemet Sheriff Station - Hemet, CA
- Holtville Public Safety Building - Holtville, CA
- Riverside Juvenile Hall Master Plan - Riverside, CA
- Law Offices of the Public Defender - Riverside, CA
- US Attorney's Office - Riverside, CA
- Palm Desert Library/College of the Desert - Palm Desert, CA
- College of the Desert Diesel Mechanics Building - Palm Desert, CA
- Palo Verde College Learning Resource Center - Blythe, CA
- Yucaipa Police Department - Yucaipa, CA
- Highgrove Park - Highgrove, CA
- La Ladera Park - Menifee, CA
- North Shore Beach and Yacht Club Community Center - Mecca, CA
- Animal Samaritans - Thousand Palms, CA
- Southwest Communities Animal Shelter - Wildomar, CA
- Kaiser Permanente - Palm Desert, CA
- Promontory Point Medical Office Complex - Palm Desert, CA
- East County Detention Center - Indio, CA
- Grier Pavilion - Riverside, CA
- East County Emergency Operations Center - Indio, CA

RESUMES: HOLT ARCHITECTURE

Thomas C. Howell, AIA, NCARB | Project Architect



EDUCATION

- Bachelor of Science in Architectural Studies - University of Illinois
- Master of Architecture - Southern California Institute of Architecture

REGISTRATION

- Architect: CA #31626
- NCARB #160933

AFFILIATION

- American Institute of Architects
- International Conference of Building Officials
- HomeAid Inland Empire, Executive Board
- Cal Baptist University, Construction Management Advisory Board

YEARS WITH FIRM

18

Tom brings over 20 years' experience to the firm and has contributed to many of the firm's notable projects. Clients benefit from his highly analytical project approach. Tom is primarily responsible for Construction Documents, existing facility documentation and Construction Administration. His responsibilities include client contact during the transition from Design Development, coordination between consultants and office staff in detailing drawings and preparing specifications, cost estimating, bidding/negotiation and oversight of construction.

SELECTED EXPERIENCE LIST

- SafeHouse of the Desert - Thousand Palms, CA
- Palm Desert Library/College of the Desert - Palm Desert, CA
- Mecca Boys & Girls Club - Mecca, CA
- Coachella Boys & Girls Club - Coachella, CA
- Boys & Girls Club Smilow Family Teen Center - Indio, CA
- East County Detention Center - Indio, CA
- Ben Clark Training Center - Riverside, CA
- Yucaipa Police Department - Yucaipa, CA
- Banning Police Department - Banning, CA
- Murrieta Police Department - Murrieta, CA
- Blythe Police Department - Blythe, CA
- Holtville Public Safety Building - Holtville, CA
- Riverside Juvenile Hall Master Plan - Riverside, CA
- Law Offices of the Public Defender - Riverside, CA
- US Attorney's Office - Riverside, CA
- Our Lady of Perpetual Help Catholic School - Indio, CA
- Sacred Heart School - Palm Desert, CA
- College of the Desert Science Laboratory - Palm Desert, CA
- College of the Desert Alumni Center - Palm Desert, CA
- College of the Desert Walter N. Marks Center for the Arts - Palm Desert, CA
- College of the Desert Diesel Mechanics Building - Palm Desert, CA
- Palo Verde College Learning Resource Center - Blythe, CA
- Yucaipa Police Department - Yucaipa, CA
- Highgrove Park - Highgrove, CA
- North Shore Beach and Yacht Club Community Center - Mecca, CA
- Animal Samaritans - Thousand Palms, CA
- Southwest Communities Animal Shelter - Wildomar, CA
- Blythe Animal Shelter - Blythe, CA
- Kaiser Permanente - Palm Desert, CA
- Promontory Point Medical Office Complex - Palm Desert, CA
- Desert Christian Academy - Bermuda Dunes, CA
- Our Saviors Lutheran Church - Palm Springs, CA

RESUMES: HOLT ARCHITECTURE

Matt Acton, LEED® Green Associate™ | Project Designer



EDUCATION

- Bachelor of Science in Architecture - University of Michigan, Ann Arbor

AFFILIATION

- NCARB IDP
- USGBC LEED® Green Associate™

YEARS WITH FIRM

4



Matt's involvement with a project spans from Schematic Design through Design Documents. He works closely with clients to conceptualize their vision for the project while offering unique and creative solutions to enhance the project in every way possible. Matt contributes equally to the big picture planning and the small details of a project. Clients greatly benefit from his intimate involvement on all levels of design.

SELECTED EXPERIENCE LIST

- Riverside Juvenile Hall Master Plan - Riverside, CA
- Desert Christian Academy - Indio, CA
- Urban Youth Academy Master Plan - San Bernardino, CA
- Palm Springs Air Museum Donor Room - Palm Springs, CA
- Law Offices of the Public Defender - Riverside, CA
- East County Detention Center - Indio, CA
- East County Emergency Operations Center - Indio, CA
- North Shore Beach and Yacht Club Master Plan - Mecca, CA
- Ben Clark Training Center Classroom Project - Riverside, CA
- Hope Centre - Palm Desert, CA
- Riverside County Primary Emergency Operations Center - Perris, CA
- Yucaipa Police Department - Yucaipa, CA
- Indio Criminal Justice Law Building Bridging Document - Indio, CA
- Sunrise Country Club - Rancho Mirage, CA
- Rancho Mirage Animal Surgery Center - Rancho Mirage, CA
- Our Lady of Perpetual Help Pre-School Multi-Purpose Building - Indio, CA
- Mission Square Boardroom Improvement - Riverside, CA
- Orange Square Public Utilities Lobby Improvement - Riverside, CA
- Indio Council Chambers Renovation - Indio, CA
- Shepherd's Canyon Retreat - Wickenburg, AZ

RESUMES: HOLT ARCHITECTURE

Ruben Coronado | Project Manager



EDUCATION

- Associate of Science – ITT Technical Institute

AFFILIATION

- NCARB/IDP
- California Architecture Board
- American Institute of Architects, Associate Member

YEARS WITH FIRM

15

Ruben's overall objective in his role as Project Manager is to interpret the Conceptual Design of a project and turn it into reality. He is primarily responsible for construction documents, existing facility documentation and construction administration. He interacts with clients during the transition from Design Development and coordinates the preparation of detailed drawings and specifications with consultants. Ruben is also responsible for cost estimating, bidding/negotiation, and the observation of projects from construction through close-out. Ruben frequently visits project sites to ensure accuracy of construction and adherence to schedule.

SELECTED EXPERIENCE LIST

- Milan Institute - La Quinta, CA
- El Centro Regional Medical Center - El Centro, CA
- Sacred Heart School - Palm Desert, CA
- Mecca Boys & Girls Club - Mecca, CA
- Coachella Boys & Girls Club - Coachella, CA
- SafeHouse of the Desert - Thousand Palms, CA
- East County Detention Center - Indio, CA
- Palm Desert Library/College of the Desert - Palm Desert, CA
- College of the Desert Science Laboratory - Palm Desert, CA
- College of the Desert Alumni Center - Palm Desert, CA
- College of the Desert Walter N. Marks Center for the Arts - Palm Desert, CA
- Yucaipa Police Department - Yucaipa, CA
- Highgrove Park - Highgrove, CA
- La Ladera Park - Menifee, CA
- North Shore Beach and Yacht Club Community Center - Mecca, CA
- Veterans Memorial Park - Jurupa, CA
- Whitewater Park - Rancho Mirage, CA
- James A Venable Community - Cabazon, CA
- Law Offices of the Public Defender - Riverside, CA
- Banning Police Department - Banning, CA
- US Attorney's Office - Riverside, CA

RESUMES: HOLT ARCHITECTURE

Jose Deleon | Construction Documents Coordinator



EDUCATION

- Associate of Science, ITT Tech Institute of Technology

AFFILIATION

- NCARB/IDP

YEARS WITH FIRM

12

Jose's project involvement starts at Schematic Design and lasts through Construction Administration. He is responsible for the development of all project-related documents. Jose's detail-oriented approach is highly beneficial to both clients and the Holt Architecture team.

SELECTED EXPERIENCE LIST

- East County Emergency Operations Center - Indio, CA
- Sacred Heart School - Palm Desert, CA
- Mecca Boys & Girls Club - Mecca, CA
- SafeHouse of the Desert - Thousand Palms, CA
- Palm Desert Library/College of the Desert - Palm Desert, CA
- College of the Desert Science Laboratory - Palm Desert, CA
- East County Detention Center - Indio, CA
- College of the Desert Alumni Center - Palm Desert, CA
- Yucaipa Police Department - Yucaipa, CA
- Banning Police Department - Banning, CA
- Holtville Public Safety Building - Holtville, CA
- Riverside Juvenile Hall Master Plan - Riverside, CA
- Ben Clark Training Center - Riverside, CA
- Jurupa Sheriff Evidence Warehouse and Lobby - Jurupa, CA
- Law Offices of the Public Defender - Riverside, CA
- US Attorney's Office - Riverside, CA
- Blythe Fleet Services - Blythe, CA
- Cabazon Fleet Services - Cabazon, CA
- Animal Samaritans - Thousand Palms, CA
- Kaiser Permanente - Palm Desert, CA
- Promontory Point Medical Office Complex - Palm Desert, CA
- Desert Christian Academy - Bermuda Dunes, CA
- Our Saviors Lutheran Church - Palm Springs, CA
- Hope Lutheran Church - Palm Desert, CA
- Blythe RCIT (Riverside County Information Technology) - Blythe, CA

RESUMES: HOLT ARCHITECTURE

Kristine Luong | Materials Specialist



EDUCATION

- Bachelor of Fine Arts in Interior Design – American Intercontinental University

YEARS WITH FIRM

10

Kristine is committed to enhancing the function, safety, and aesthetics of interior spaces. Her selection of products and materials is based on how different colors, textures, lighting, and space work together to satisfy the needs of a building's occupants. Kristine works closely with the client throughout the design and construction process including programming, formulating a design plan and presenting finish materials to clients.

SELECTED EXPERIENCE LIST

- East County Detention Center - Indio, CA
- Sacred Heart School - Palm Desert, CA
- Sunrise Country Club - Rancho Mirage, CA
- Mecca Boys & Girls Club - Mecca, CA
- Coachella Boys & Girls Club - Coachella, CA
- SafeHouse of the Desert - Thousand Palms, CA
- Palm Desert Library/College of the Desert - Palm Desert, CA
- College of the Desert Science Laboratory - Palm Desert, CA
- College of the Desert Alumni Center - Palm Desert, CA
- College of the Desert Walter N. Marks Center for the Arts - Palm Desert, CA
- Yucaipa Police Department - Yucaipa, CA
- Law Offices of the Public Defender - Riverside, CA
- US Attorney's Office - Riverside, CA
- Ben Clark Training Center - Riverside, CA
- Yucaipa Police Department --Yucaipa, CA
- Banning Police Department - Banning, CA
- Animal Samaritans - Thousand Palms, CA
- Desert Christian Academy - Bermuda Dunes, CA
- Our Lady of Perpetual Help Catholic School - Indio, CA
- Sacred Heart School - Palm Desert, CA
- Mecca Boys & Girls Club - Mecca, CA

RESUMES: HOLT ARCHITECTURE

Steven Porter | Job Captain



EDUCATION

- Associate of Arts in Architecture, College of the Desert

YEARS WITH FIRM

5

Steven brings over ten years' experience in CAD drafting for both the architectural and landscape disciplines and is extensively knowledgeable in site planning. In his role as CAD Operator, Steven's responsibilities include drafting, assisting teammates with design, preparing complete Construction Documents, preliminary site planning and design, and frequent communication with clients and consultants.

Years with Firm

##

SELECTED EXPERIENCE LIST

- Milan Institute - La Quinta, CA
- North Shore Fire Station - Mecca, CA
- Oasis Fire Station - Thermal, CA
- Law Offices of the Public Defender - Riverside, CA
- Probation Department at L.O.P.D. - Riverside, CA
- Supervisor Benoit's Office Remodel - Riverside, CA
- Imperial County Treasurer / Tax Collector's Office
- Imperial County Administration Center
- Indio AEOC - Indio, CA
- Desert Hot Springs Family Care Center - Desert Hot Springs, CA
- Yucaipa Police Department - Yucaipa, CA
- Sacred Heart Solar - Palm Desert, CA
- Trinity Lutheran Church - Site Improvements
- East County Detention Center Site Preparation and Demolition Project - Indio, CA
- Ben Clark Training Center Fire & Sheriff - Riverside, CA
- Riverside County - Orange Square Lobby - Riverside, CA
- Hope Lutheran Church - Worship Center Tenant Improvements - Palm Desert, CA
- Comprehensive Cancer Center Expansion - La Quinta, CA
- Indio Date Festival Fairgrounds Site Improvements - Indio, CA
- City of Calipatria Capital Improvements - Calipatria, CA
- Department of Public Social Services Tenant Improvements
- Blythe Sheriff Station Parking Lot Improvements - Blythe, CA

RESUMES: DESIGN WEST ENGINEERING

Steven Johnson, PE | Senior Mechanical Engineer



EDUCATION

- Bachelor of Science in Mechanical Engineering, Cal Poly Pomona

REGISTRATION

- California PE #M33209

AFFILIATION

- IESNA Board Member

YEARS WITH FIRM

14

Steven Johnson joined Design West Engineering in 2002 and now directs the Mechanical, Plumbing, and Fire Protection Department. He ensures that each project manager is maintaining the quality of design and level of service that Design West is known for. He manages and oversees mechanical and plumbing design teams of virtually every type and for every sector of the industry, including K-12, higher education, municipal, healthcare, and industrial to name a few. After Steven joined Design West, he quickly proved himself a competent and successful Project Manager and in 2007 took over the responsibility of managing the day-to-day production for his department from the founding Principals. Mr. Johnson also oversees the fire sprinkler design team, the commissioning and LEED consulting division, the BIM team with the BIM Manager reporting directly to him, and applications of DWE's Energy Division. He is passionate to see forward-thinking design implemented into their projects through the most up-to-date technologies. Energetic and resourceful, he brings to his job an unparalleled knowledge of the industry and complete dedication to his clients. Steven has his B.S. in Mechanical Engineering from Cal Poly Pomona and maintains his Professional Engineering License in California, Nevada, Arizona, Florida, Missouri, Washington, Pennsylvania, and Kansas.

SELECTED EXPERIENCE LIST

- Big Bear Public Works and Corporate Yard Facility
- City of La Habra City Hall Renovation
- City of Arcadia City Hall Renovation
- City of Eastvale Jurupa Community Center
- Temecula Community Center
- Redlands Community Center
- Mead Valley Community Center
- Coachella Corporate Yard MEP Upgrades
- Athens Services Corporate Yard
- Riverside County Pedley Corporate Yard Relocation
- MTA Division 3 Maintenance Building
- MTA Division 3 Maintenance Building II
- Riverside County Law Offices of the Public Defender
- Riverside County EDA Offices, Riverside Centre
- Riverside County EDA Offices, Spruce St.
- San Bernardino County Joshua Tree Government Center Office
- San Bernardino County Employment Development Department Office
- San Bernardino County Public Works HVAC Upgrade Office
- San Bernardino County Hall of Record Systems Upgrade Office
- San Bernardino County Government Center Systems Upgrade Office
- San Bernardino Water District Headquarters Energy Upgrade
- El Toro Water District Headquarters Expansion, Lake Forest
- Crestline Water District Headquarters Remodel
- Monte Vista Water District Headquarters Office
- Riverside County Flood Control Offices
- Riverside County Palm Springs Probation Office
- Los Angeles County Inglewood DPSS Office

RESUMES: DESIGN WEST ENGINEERING

Leo Maya, P.E., LEED AP BD+C | Senior Electrical Engineer



EDUCATION

- Bachelor of Science in Electrical Engineering, Arizona State University (in Progress)

REGISTRATION

- California PE #E19480
- LEED AP BD+C

AFFILIATION

- IESNA Board Member

YEARS WITH FIRM

11

With over 20 years of design and project management experience, Leo Maya has worked on a wide array of projects including large commercial and industrial buildings, health care and institutional facilities, data centers, sports field lighting, street and area lighting, golf course electrical systems, custom residences, and various dry utility designs. Mr. Maya joined the Design West team in 2005 and in 2009 took over the responsibility of running the electrical production. Apart from standard electrical and lighting design, he oversees the electrical BIM design team; solar photovoltaic design; specialized analyses including arc flash, coordination studies and load flow evaluation; all low voltage applications including fire alarm, security, data and signal, and A/V systems. His continuing education in the field of electrical engineering and lighting design, along with his membership and board position for IESNA (Illuminating Engineers Society of North America) keep him up to date with the latest lighting and energy efficient technologies. Beyond his technical prowess, it is Mr. Maya's dedication to maintaining long-term client relationships and his diverse background that have made him such a valuable asset to the Design West team. This dedication to customer service is evident in the work ethic and the character displayed by his whole team.

SELECTED EXPERIENCE LIST

- Big Bear Public Works and Corporate Yard Facility
- City of La Habra City Hall Renovation
- City of Arcadia City Hall Renovation
- City of Eastvale Jurupa Community Center
- Temecula Community Center
- Redlands Community Center
- Mead Valley Community Center
- Coachella Corporate Yard MEP Upgrades
- Athens Services Corporate Yard
- Riverside County Pedley Corporate Yard Relocation
- MTA Division 3 Maintenance Building in Los Angeles
- MTA Division 3 Maintenance Building II in Los Angeles
- Riverside County Law Offices of the Public Defender
- Riverside County EDA Offices, Riverside Centre
- Riverside County EDA Offices, Spruce St.
- San Bernardino County Joshua Tree Government Center Office
- San Bernardino County Employment Development Department Office
- San Bernardino County Public Works HVAC Upgrade Office
- San Bernardino County Hall of Record Systems Upgrade Office
- San Bernardino County Government Center Systems Upgrade Office
- San Bernardino Water District Headquarters Energy Upgrade
- El Toro Water District Headquarters Expansion, Lake Forest
- Crestline Water District Headquarters Remodel
- Monte Vista Water District Headquarters Office
- Riverside County Flood Control Offices
- Riverside County Palm Springs Probation Office
- Los Angeles County Inglewood DPSS Office

RESUMES: WISEMAN + ROHY STRUCTURAL ENGINEERS

Jim Wiseman, SE | Principal - Structural Engineering



Jim will be directly involved with overseeing the production of drawings from initial client contact through efficient layout to management of the project. He will establish and enforces Quality Control and Quality Assurance guidelines, and is responsible for developing company-wide standards to maintain consistent and efficient engineering.

SELECTED EXPERIENCE LIST

- GSA Childcare Building – San Diego
- DPSS Riverside County Offices
- Central Area Police Headquarters – San Diego
- County Assessors Offices – San Marcos
- Encinitas Fire Station
- INS Facility – Chula Vista

EDUCATION

- Bachelor of Science in Architectural Engineering (Structural), California Polytechnic State University San Luis Obispo

REGISTRATION

- National Council of Engineering Examiners - #19303
- Registered Structural Engineer: CA #S-4215, AZ #36003, NV #15715
- Registered Civil Engineer: FL #56622, GA #26920, IA #16463, MI #47562, NM #17082, TX #97765

AFFILIATION

- Structural Engineers Association of CA & San Diego
- American Concrete Institute (ACI)
- American Institute of Steel Construction (AISC)
- American Institute of Timber Construction (AITC)

YEARS WITH FIRM

28

RESUMES: WISEMAN + ROHY STRUCTURAL ENGINEERS

Steve Rohy, SE | Principal in Charge - Structural Engineering



Steve is directly involved with overseeing the production of drawings from initial client contact through efficient layout to management of the project. He establishes and enforces Quality Control and Quality Assurance guidelines for the company and projects. He develops company-wide standards to maintain consistent and efficient engineering, and implements 'Lean Thinking' principles for multi-disciplinary efficiency.

SELECTED EXPERIENCE LIST

- San Jacinto Valley Animal Campus – Riverside County
- Court Intake Addition – AOC Traffic Court Building – San Diego
- San Diego Juvenile Court Entry Structure
- Suburban San Diego Consolidation State Office Building
- DEA Facility Santa Ana
- DEA Facility Sacramento

EDUCATION

- Bachelor of Science in Architectural Engineering (Structural), 1992 - California Polytechnic State University, San Luis Obispo, CA

REGISTRATION

Registered Structural Engineer:

- California #S-4341
- Idaho #S-11706

Registered Civil Engineer:

- Colorado #39469
- Oregon #75625
- Washington #42184

AFFILIATION

- Structural Engineers Association of CA & San Diego
- American Institute of Steel Construction (AISC)
- American Welding Society (AWS)
- Earthquake Engineering Research Institute (EERI)

YEARS WITH FIRM

24

RESUMES: IDLA, INC.

Ian Davidson, ASLA, RLA | Landscape Architect



EDUCATION

- Master of Business Administration
Claremont Graduate School
- Bachelor of Landscape Architecture
University of Arizona

REGISTRATION

- Registered Landscape Architect
California – #2651

AFFILIATION

- Rotary Club – Past President
- ASLA - Member
- California Park and Recreation Society

YEARS WITH FIRM

25

Ian Davidson, RLA, ASLA is the President and Owner of IDLA. He believes in a high degree of principal participation and his hands-on approach gives the advantage of principal level personnel working directly with clients. As the Principle in Charge and Project Manager of Landscape Architecture, Mr. Davidson will oversee all aspects of the project landscape from design through construction.

SELECTED EXPERIENCE LIST

- Rialto Library Expansion, Rialto, CA. Landscape Architect for the expansion and renovation of a branch library. Conceptual drawings for an interior courtyard area and an addition.
- Rialto Community Center, Rialto, CA. Landscape Architect for the new construction of a community center.
- Main Street Pedestrian Mall, Riverside, CA. Principal in Charge of the redevelopment of a walking mall through downtown Riverside that includes improvements such as hardscape, accented intersections, new water main and fire service, electrical infrastructure for special events, a free speech stage, all new period and accent lighting, continuous sound, a 50' x 100' granite civic plaza and three fountains
- Palm Springs Family Care Center, Palm Springs, CA. Landscape Architect for a new 25,000-SF public health clinic. Mr. Davidson provided landscape design and planning, which incorporated courtyards, accent pavements, lighting and signage.
- Mecca Family Center and Community Health Center, Mecca, CA. Landscape Architect for project sponsored by the County of Riverside in order to provide medical and social services to the communities of Mecca, Thermal, and Oasis.
- Library and Sheriff's Office, Mecca, CA. Landscape Architect for a mixed-use facility comprised of a new library, sheriff's office, and an office for the Southern Coachella Valley Community Service District.
- Hemet Library, Hemet, CA. Landscape Architect, provided site planning, schematic design, design development, and construction documents for this new library on County owned land.
- Mead Valley Community Center, Riverside County, CA. Designed the complete renovation of an existing landscape at a community center and designed an upgrade to existing ball fields.
- Social Services and Community Health Center, Mecca, CA. Principal in Charge of this new medical and social services building.
- Riverside School for Performing and Media Arts, Riverside, CA. Mr. Davidson was the Project Manager and Principal in Charge of this project. He prepared a Preliminary Design, Conceptual Landscape Master Plan, and Construction Documents for this project.

RESUMES: VCA ENGINEERS, INC.

Virgil C. Aoanan, PE, SE, QSD | Civil Engineer



EDUCATION

- Bachelor of Science in Civil Engineering | 1979 University of Hawaii

REGISTRATION

- 1983 Civil Engineer, California No. 36079
- 1994 Structural Engineer, California No. 3903
- 1990 Professional Engineer, New York No. 067561
- 1994 Civil and Structural Engineer, Washington No. 23349
- 2012 CASQA Qualified SWPPP Developer and Practitioner (QSD and QSP)

YEARS WITH FIRM

13

Mr. Aoanan has over thirty years of hands-on experience in civil and structural engineering related to planning, design, management, and construction of aviation, commercial, education, healthcare, housing industrial, institutional, military, municipal, recreation and transportation facilities. He has prepared and executed engineering construction documents (plans, specifications, calculations, requisitions, contracts) in multiple capacities as project manager, project engineer, lead engineer, design engineer, and construction engineer in both the civil and structural disciplines. As a Civil Engineer, Mr. Aoanan is intimately familiar with design issues related to: site development, site and facility condition assessments, public works improvements (B-Permits) storm wet utility design and capacity studies (sanitary sewer, potable and fire water), water management (LID, SWPPP, SUSMP), grading and earthwork calculations, site sustainable design (LEEDS, CHPS), site infrastructure design, capital improvement programming, roadway and streetscapes geometrics, composite utilities coordination and right of way, onsite traffic/parking circulation and analysis, hydrology and hydraulics studies and design, ADA path of travel requirements. In addition, Mr. Aoanan has also extensive design experience not only in on-site improvements as described above but also in off-site improvements involving municipal and jurisdictional interfaces such as the City of Los Angeles B-Permit, California State Water Resources Control Board, California Coastal Commission or similar requirements. As a Structural Engineer, he directly managed and participated in the structural analysis, design, and construction of various types of buildings and structures, new, renovated, and/or seismically retrofitted. These building types and structures include reinforced concrete (cast in place and tilt-up), masonry, wood, and steel.

SELECTED EXPERIENCE LIST

- City of Los Angeles, LAPD Metro Detention Center – Los Angeles, CA
- City of Los Angeles, Altadena Sheriff's Station – Altadena, CA
- City of Los Angeles, New Harbor Replacement Station and Jail – San Pedro, CA
- City of Los Angeles, New Rampart Area Police Station – Los Angeles, CA
- City of Santa Clarita, New Fire Station 150 – Santa Clarita, CA
- County of Los Angeles, Pitchess Detention Center Women's Jail – Castaic, CA
- County of Los Angeles, Sybil Brand Institute Existing Detention and Jail Modernization – Monterey Park, CA
- County of Los Angeles, Mira Loma Detention Center Rehabilitation – Lancaster, CA
- County of Los Angeles, Hall of Justice Repair and Reuse Site and Parking Structure – Los Angeles, CA
- County of Los Angeles, Centinella Probation Office – Los Angeles, CA
- County of Riverside, New East County Detention Center – Indio, CA
- Fontana Courthouse Jury Assembly Building – Fontana, CA

RESUMES: AVS ENGINEERING

Daniel Leung | Principal in Charge/Project Manager - Security/IT Design



EDUCATION

- Cal. State University, Los Angeles, B.S. in Electrical Engineering, Honors 1988

REGISTRATION

- California Contracting Licenses:
Low-voltage (C7)
High-voltage (C10)

AFFILIATION

- American Correctional Asso.
- American Jail Association

TECHNICAL EXPERTISE

- Locking and Access Control
- Building Perimeter Alarms
- CCTV and Digital Recording
- Wireless Personal Alarms
- Intercom and Paging
- Inmate Video Visitation
- Touchscreens & Ctrl. Panels
- Fire Alarm System

YEARS WITH FIRM

16

Daniel Leung has devoted over 26 years of his professional career to the design, engineering and installation of security electronics, communications and life safety systems. As the Principal-in-Charge in most of the projects successfully completed by his firm, Daniel has focused on delivering the best quality design services and top quality production in every aspect of the project, proactively handling all design, installation and system commissioning issues. As one of the most recognized professionals in the security design and contracting industry, Daniel has been retained by the Counties of San Bernardino, Sacramento, and Santa Clara to provide on-call security and low voltage consulting services for the last several years.

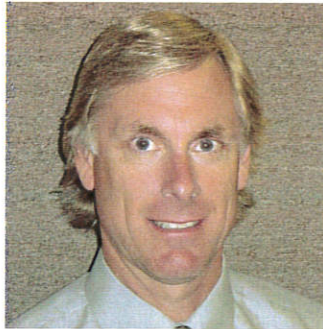
Daniel's extensive experience will bring in-depth knowledge of the existing systems, and current policies and procedures that must be met within all types of governmental facilities. As a Principal-in-Charge, Daniel also provides the necessary leadership that translates into an excellent client-team communication and understanding of the project at hand, and his attention to detail and concern for his clients has helped him build a long lasting relationship and earned him a reputation of trusted advisor and consultant.

SELECTED EXPERIENCE LIST

- On-call County-wide Security Design and Consulting, San Bernardino, California
- On-call County-wide Security Design and Consulting, Sacramento, California
- On-Call County-wide Security Design and Consulting, Santa Clara, California
- East County Detention Center Expansion, Indio, California
- Riverside Juvenile Hall Security Upgrade
- Murrieta district Attorney and Public Defender Building, Riverside, California
- Riverside Animal Shelter, Riverside, California
- Riverside Mental Health Facility, Riverside, California
- Adelanto Detention Center Expansion, Adelanto, California
- West Valley Detention Center Security and Fire Alarm Upgrade, San Bernardino, California
- Public Works Building Fire Alarm Upgrade, San Bernardino, California
- Santa Clarita Community Center, Santa Clarita, California
- Cucamonga County Water Treatment Plants, Rancho Cucamonga, California

RESUMES: AVS ENGINEERING

Tim Lincoln, PE | Project Engineer - Security/IT Design



EDUCATION

- Cal. State Polytechnic University, Pomona, CA
- B.S. in Electrical Engineering

REGISTRATION

- P.E. License
- California E14844
- Nevada 18212

AFFILIATION

- American Correctional Asso. American Jail Association

TECHNICAL EXPERTISE

- Locking and Access Control
- Building & Perimeter Alarms
- CCTV & Digital Recording
- Wireless Personal Alarms
- Intercom and Paging
- Inmate Video Visitation
- Touchscreens & Ctrl. Panels
- Fire Alarm System

YEARS WITH FIRM

10

With 26+ years of managing, designing, and installation of integrated electronic security systems in criminal justice facilities, Tim brings in-depth engineering knowledge, familiarity with all the specialized criminal justice construction codes and invaluable management skills to his projects which allows him to perform thorough inspection and effectively enforce the design of each unique project.

Specializing in criminal justice electronics technology, Tim draws from his experience as a design engineer, construction manager, and contractor to design and manage unsurpassed integrated electronic systems for each unique facility. Tim's knowledge of security operations, electronics technology and practical construction provide him with the tools to understand integrated security systems for any type of correctional facility, and he is involved in all aspects of the projects from design through factory testing to final installation acceptance.

SELECTED EXPERIENCE LIST

- East County Detention Center Expansion, Indio, California
- Riverside Juvenile Hall Security Upgrade
- Murrieta District Attorney and Public Defender Building, Riverside, California
- Riverside Animal Shelter, Riverside, California
- Riverside Mental Health Facility, Riverside, California
- Adelanto Detention Center Expansion, Adelanto, California
- West Valley Detention Center Security and Fire Alarm Upgrade, San Bernardino, California
- Public Works Building Fire Alarm Upgrade, San Bernardino, California
- Santa Clarita Community Center, Santa Clarita, California
- Cucamonga County Water Treatment Plants, Rancho Cucamonga, California
- Expo Metro New Light Rail O&M Facility, Santa Monica, California

ATTACHMENT 3

(Fee Schedule dated June 21, 2016)

Revision #01: June 21, 2016 (changes are highlighted in yellow for convenience)
Original: June 17, 2016

Art Vela, Public Works Director/City Engineer
City of Banning
99 E. Ramsey Street
Banning, CA 92220

RE: Master Plans for various City of Banning Facilities

Mr. Vela:

On behalf of Holt Architecture, I am pleased to provide you with this Proposal to prepare Preliminary Conceptual Documents for the addition of a New Facility and the remodeling of four Existing Facilities.

The Proposed Scope of Services is as follows:

1. Facilities for the Master Plan Study:

- a. New Water Yard Building.
- b. Interior Improvements for the existing City Hall.
- c. Interior Improvements for the existing Community Center.
- d. Interior Improvements for the existing Senior Center.
- e. Interior Improvements for the existing Corporate Yard Building.

2. Architectural Services and Deliverables:

- a. Preliminary Facility Documentation – basic measurement and preparation of 2D electronic plan file for each Facility.
- b. Architectural Program for each Facility.
- c. Three (3) Conceptual Space Plan Options for each Facility based upon Architectural Program.
- d. Opinion of Probable Cost for each Facility based upon Owner preferred Space Span.
- e. Preliminary Project Schedule for each Facility.
- f. One (1) Preliminary Phasing Plan and Schedule for the overall sequence of Projects.

3. Exclusions:

- a. Detailed Evaluations and/or Surveys of the existing Facilities and/or related Sites.
- b. Hazardous Material Investigations.
- c. Engineering Services.

- 4. Proposed Schedule:** We suggest that you allow 4 to 6 months to complete the above effort, to allow a reasonable time for stakeholder review and approval.



Mr. Art Vela, Public Works Director/City Engineer

RE: Master Plans for various City Facilities – Proposal Revision #01

Page | 2

5. Compensation: Based upon the above Scope and Schedule, our compensation is on a not to exceed basis, as follows:

a. Preliminary Facility Documentation	11,250.00
b. Architectural Programs	15,000.00
c. Conceptual Space Plan Options	30,000.00
o One (1) for Senior Center & Community Center	
o Three (3) for Water Yard, Corporate Yard, & City Hall	
d. Opinion of Probable Costs	11,250.00
e. Preliminary Project Schedules	3,000.00
f. Preliminary Phasing Plan	3,000.00
g. Reimbursable Allowance	1,500.00

TOTAL **\$75,000.00**

Reimbursable expenses will accompany the monthly invoices per the attached 2016 Hourly Rate & Expense Schedule.

If the Scope of Work (in terms of affected Building Area, Site Area, or Schedule) increases by more than 10%, the Architect's compensation shall be adjusted accordingly. This Proposal is valid for 60 Calendar Days.

We appreciate the opportunity to be of service to you. Please contact me with any questions regarding this proposal.

Sincerely,

Holt Architecture

Thomas C. Howell, A.I.A.
Project Architect

cc: TMH/jc/kmd

Attachment: 2016 Hourly Rate & Reimbursement Schedule



FEE PROPOSAL

Hourly Rates

HOLT ARCHITECTURE STAFF

Senior Principal	190.00
Principal Architect	168.00
Project Architect	145.00
Project Manager	130.00
Designer	90.00
CAD Technician	80.00
Word Processing	60.00
Office Technician/Courier	50.00

CONSULTANTS

Services performed by Consultants outside the Scope of Work delineated in Professional Services Agreement such as Structural, Mechanical, Electrical Plumbing and Civil Engineering; Soils Testing; and Landscape Architecture.

Cost + 15%

REIMBURSABLE EXPENSES

Vehicle Mileage	0.75 Mile
Postage/Delivery Service, Outside Reprographic Service, Photography, Permits & Fees	Cost + 15%

Copies, Printing & Scanning

	B/W	Color
8 ½ x 11	.20	.50
11 x 17	.50	1.00
18 x 24	2.00	4.00
24 x 36	4.00	6.00
30 x 42	6.00	9.00
36 x 48	12.00	16.00

*Rates Effective through 12/31/2016



CITY OF BANNING CITY COUNCIL REPORT

TO: CITY COUNCIL

FROM: Michael Rock, City Manager

PREPARED BY: Art Vela, Director of Public Works
Holly Stuart, Management Analyst

MEETING DATE: January 10, 2017

SUBJECT: Discuss and Consider Adopting Resolution 2017-09
"Approving a Third Amendment to the Professional Services
Agreement with Charles Abbott Associates, Inc. for an
amount of \$75,000 through Fiscal Year 2017/2018 for Services
to the Public Works Department"

RECOMMENDATION:

That City Council adopt Resolution 2017-09:

1. Approving the Third Amendment to the Professional Services Agreement with Charles Abbott Associates, Inc. of Mission Viejo, California in the amount of \$75,000 through Fiscal Year 2017/2018 for Services to the Public Works Department, Engineering Division.
2. Authorizing the City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to the agreement.
3. Authorizing the City Manager to execute the Third Amendment to the Professional Services Agreement with Charles Abbott Associates, Inc.

JUSTIFICATION:

A Third Amendment to the Professional Services Agreement is necessary in order to continue receiving services for the Public Works Department, Engineering Division. The services assure that land development projects are processed by the Engineering Division in a timely manner.

BACKGROUND:

In June, 2015 City Council approved an agreement with Charles Abbott Associates Inc. (CAA) for Building and Safety Services including Building Official Administrative Services; Public Counter Assistance; Building Permit Plan Checking; Building Inspection Services; and Building Abatement. The contract term was for a period of three (3) years beginning July 1, 2015 and ending June 30, 2018 with the option to renew for two (2) additional years.

Due to staff turnover, the Public Works Department requested an amendment to the agreement with CAA to add support services for the Public Works Department, Engineering Division. City Council approved the First Amendment to the agreement in October, 2015 (Resolution 2015-92). The amendment included services such as: plan check of improvement plans, parcel/tract maps, and right-of-way dedications; review of technical reports; preparation of request for proposals for design projects; management of design projects; and preparation of plans and specifications for capital improvement projects including project management. The amendment was for an amount of \$125,000 and included a term between October, 2015 and June, 2016.

A Second Amendment to the agreement was processed administratively for the purpose of extending the term for a six month period through December 31, 2016 with all other terms and conditions remaining unchanged, including the contract amount.

Based on current and anticipated demands, staff has determined that it is beneficial to continue receiving support services from CAA. CAA has continued to provide the City with excellent services; therefore, staff recommends approval of the Third Amendment to the Professional Services Agreement for an additional amount of \$75,000 for a term covering the remainder of fiscal year 2016/2017 and through the end of fiscal year 2017/2018 (June 30, 2018). This term also matches the remaining term on the original 3-year contract approved in June, 2015.

FISCAL IMPACT:

The First Amendment was funded through salary savings from vacancies in two Senior Civil Engineering positions. These positions are now filled.

The Third Amendment includes the addition of \$75,000 to the contract amount, which requires an appropriation from the General Fund to the Engineering Fund (001-3000) and which will be directly offset by revenues collected from development fees. The amendment brings the total contract amount to \$200,000 for services provided to the Public Works Department.

OPTIONS:

1. Adopt Resolution 2017-09.
2. Reject Resolution 2017-09 and provide direction to staff.

STRATEGIC PLAN OBJECTIVE:

The Third Amendment supports Goal No. 5 of the Strategic Plan, "Administrative Efficiency and Effectiveness". With continued support services from CAA, the Public Works Department, Engineering Division will assure that development projects are processed in a timely manner.

ATTACHMENTS:

1. Resolution No. 2017-09
2. CAA Draft Third Amendment

Approved by:



Michael Rock,
City Manager

ATTACHMENT 1

(Resolution 2017-09)

RESOLUTION 2017-09

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH CHARLES ABBOTT ASSOCIATES, INC. FOR AN AMOUNT OF \$75,000 THROUGH FISCAL YEAR 2017/2018 FOR SERVICES TO THE PUBLIC WORKS DEPARTMENT

WHEREAS, on June 23, 2015 under Resolution 2015-60, City Council approved an agreement with Charles Abbott Associates Inc. (CAA) of Mission Viejo, California for Building and Safety Services including Building Official Administrative Services; Public Counter Assistance; Building Permit Plan Checking; Building Inspection Services; and Building Abatement; and

WHEREAS, the Community Development obtained the contract with CAA for a three (3) year period beginning July 1, 2015 and ending June 30, 2018 with the option to renew for two additional years; and

WHEREAS, on October 13, 2015 the City Council approved the First Amendment to the Agreement to include services to the Public Works Department, Engineering Division under Resolution 2015-92; and

WHEREAS, the services to be provided for the Public Works Department include: plan check of improvement plans, parcel/tract maps, and right-of-way dedications; review of technical reports; preparation of request for proposals for design projects; management of design projects; and preparation of plans and specifications for capital improvement projects including project management; and

WHEREAS, the First Amendment included a term beginning October 14, 2015 and ending June 30, 2016; and

WHEREAS, a Second Amendment to the agreement was processed administratively for the purpose of extending the term for a six month period through December 31, 2016 with all other terms and conditions remaining unchanged, including the contract amount; and

WHEREAS, based on current and anticipated demands staff has determined that it is beneficial to continue receiving support services from CAA in order to assure the timely processing of development projects; and

WHEREAS, the Third Amendment includes the addition of \$75,000 to the contract amount, which requires an appropriation from the General Fund to the Engineering Fund (001-3000) and which will be directly offset by revenues collected from development fees.

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

SECTION 1. The Banning City Council adopts Resolution 2017-09 approving a Third Amendment to the Professional Services Agreement with Charles Abbott Associates, Inc. of Mission Viejo, California in an amount of \$75,000 for the remainder of Fiscal Year 2016/2017 and all of 2017/2018.

SECTION 2. The City Manager or his designee is authorized to make necessary budget adjustments, appropriations and transfers related to this amendment.

SECTION 3. The City Manager is authorized to execute the Third Amendment to the Professional Services Agreement with Charles Abbott Associates, Inc. of Mission Viejo, California, in a form approved by the City Attorney.

PASSED, APPROVED AND ADOPTED this 10th day of January, 2017.

George Moyer, Mayor
City of Banning

ATTEST:

Marie A. Calderon, City Clerk
City of Banning

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

John C. Cotti, Interim City Attorney
Jenkins & Hugin, LLC

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2017-09, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 10th day of January, 2017, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ATTACHMENT 2

(Draft CAA Third Amendment)

AMENDMENT #3 TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACTUAL SERVICES (“Amendment”) by and between the **CITY OF BANNING** (“City”) and **CHARLES ABBOTT ASSOCIATES INC.**, a California corporation (“Consultant”) is effective as of the 10th day of January, 2017.

RECITALS

A. City and Contractor entered into that certain Agreement for Contractual Services dated June 30, 2015 (“Agreement”) whereby Contractor agreed to provide Building and Safety Services, including Building Official Administrative Services, Public Counter Assistance; Building Permit Plan Checking; Building Inspector Services; and Building Abatement, plus Amendment No. 1 to include Engineering Services on an as-needed basis for the amount of \$125,000, plus Amendment No. 2 to extend the contract term by 180 days as allowable by Agreement.

B. City and Contractor now desire to amend the Agreement to exercise first renewal option to extend the contract period to June 30, 2018; and

C. City and Contractor now desire to amend the Agreement to include additional compensation for the extended contract term in an annual amount of Seventy-Five Thousand Dollars (\$75,000), for a total contract amount not to exceed Two-Hundred Thousand Dollars (\$200,000).

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein.

(a) Compensation (Exhibit C-1): Exhibit “C” Section III of Amendment No. 1 is hereby amended to provide that Consultant’s total compensation for the period from July 1, 2016 through June 30, 2018 shall not exceed Two-Hundred Thousand Dollars (\$200,000), as provided in Section 2.1 of this Agreement.

(a) Schedule (Exhibit D-1): Exhibit “D” Section I of the Amendment No. 2 Agreement is hereby amended to extend the contract term date to June 30, 2018 for services as provided in the in Exhibit “D-1”.

These exhibits do not amend the existing exhibits but pertain to the additional services performed hereunder.

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Contractual Services Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **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 contract the day and year first hereinabove written.

CITY OF BANNING

CONSULTANT

MICHAEL ROCK, CITY MANAGER

By: _____
NAME:
TITLE:

By: _____
NAME:
TITLE:

ATTEST:

Marie A. Calderon, City Clerk

Tax ID No.

APPROVED AS TO FORM:

John C. Cotti, Interim City Attorney

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.

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**CITY OF BANNING
BANNING UTILITY AUTHORITY REPORT**

TO: BANNING UTILITY AUTHORITY

FROM: Michael Rock, City Manager

PREPARED BY: Art Vela, Public Works Director
Luis Cardenas, Senior Civil Engineer

MEETING DATE: January 10, 2017

SUBJECT: Discuss and Consider Adopting Resolution 2017-01 UA,
"Authorizing the Submittal and Execution of a State
Revolving Fund, Financial Assistance Application and
Financing Agreement in the amount of \$3,596,246 for the
Planning and Design of the Chromium-6 Compliance Project"

RECOMMENDATION:

That the Banning Utility Authority adopt Resolution 2017-01 UA authorizing the City Manager or his designee to sign and file for a State Revolving Fund, Financial Assistance Application and related Financing Agreement from the State Water Resources Control Board for the planning and design of the Chromium-6 Compliance Project.

JUSTIFICATION:

On October 11, 2016, the City Council was presented with two options for funding the Chromium-6 Compliance Project at which time City Council approved staff's recommendation of submitting a State Revolving Fund loan application. The Finance Committee also met with staff and supported the recommendation presented to City Council.

The application package requires the inclusion of an authorizing resolution, which designates an Authorized Representative (AR) and provides the AR with authority to sign the application package, certify compliance with applicable State and Federal laws, execute the financial assistance agreement and certify disbursement.

BACKGROUND:

Following completion and adoption of the City of Banning Chromium-6 Treatment and Compliance Study, the Banning Utility Authority authorized staff at the October 11,

2016 meeting to formulate and submit a loan request from the State Water Resources Control Board (SWRCB) to fund the planning and design phases of the Chromium-6 Compliance Project.

FISCAL IMPACT:

The loan amount requested by staff is for \$3,596,246 but is subject to change during the course of review by the SWRCB. Repayment terms of the loan will be for 5 years at an interest rate of 1.6%, unless the agreement is amended at a later date to include the construction phase of the project, in which case the loan terms would be for 20 years at 1.6%. The latter is anticipated to occur. Adoption of Resolution 2017-01 UA authorizes the application for financial assistance, not expensing of the funds themselves. **Staff will prepare separate staff reports in the future requesting authorization to award contracts for completing the various portions of the project.**

Emergency Reserves will be offered as a Security for the loan and would only be impacted if future rate increases are insufficient to repay the loan.

OPTIONS:

1. Adopt Resolution 2017-01 UA.
2. Reject Resolution 2017-01 UA. By rejecting this resolution, the City would need to identify funding sources for the planning and design of Chromium-6 treatment facilities.

STRATEGIC PLAN OBJECTIVE:

Resolution 2017-01 UA assists in meeting Goal 4 – Public Health & Safety, Public Works Activity No. 4 Mitigation of Chromium-6.

ATTACHMENTS:

1. Resolution 2017-01 UA

Approved by:



Michael Rock
City Manager

ATTACHMENT 1

(Resolution 2017-01 UA)

RESOLUTION 2017-01 UA

A RESOLUTION OF THE BANNING UTILITY AUTHORITY OF THE CITY OF BANNING, CALIFORNIA, AUTHORIZING THE SUBMITTAL AND EXECUTION OF A STATE REVOLVING FUND, FINANCIAL ASSISTANCE APPLICATION AND FINANCING AGREEMENT IN THE AMOUNT OF \$3,596,246 FOR THE PLANNING AND DESIGN OF THE CHROMIUM-6 COMPLIANCE PROJECT

WHEREAS, the City of Banning has nine (9) potable water wells that exceed the new State maximum contaminant level for Chromium-6; and

WHEREAS, on October 11, 2016, the Banning Utility Authority authorized staff to formulate and submit a loan request from the State Revolving Fund; and

WHEREAS, as part of the Financial Assistance Application a resolution is required authorizing a representative to sign and file said application on behalf of the Banning Utility Authority.

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

SECTION 1. The City Manager ("Authorized Representative") or his designee is hereby authorized and directed to sign and file, for and on behalf of the Entity, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning and/or design of the Chromium-6 Compliance Project ("Project").

SECTION 2. This Authorized Representative, or his/her designee, is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.

SECTION 3. The Authorized Representative, or his/her designee, is designated to represent the entity in carrying out the Entity's responsibilities under the financing agreement, including certifying disbursement requests on behalf of the Entity and compliance with applicable state and federal laws.

PASSED, APPROVED AND ADOPTED this 10th day of January, 2017.

George Moyer, Chairman
Banning Utility Authority

ATTEST:

Marie A. Calderon, Secretary

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

John C. Cotti, Interim City Attorney
Jenkins & Hogin, LLC

CERTIFICATION:

I, Marie A. Calderon, Secretary of the Banning Utility Authority of Banning, California, do hereby certify that the foregoing Resolution 2017-01 UA was duly adopted by the Banning Utility Authority of the City of Banning, California, at a scheduled meeting thereof held on the 10th day of January, 2017, by the following vote, to wit:

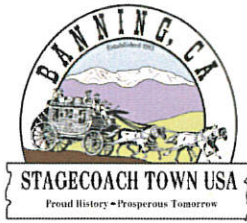
AYES:

NOES:

ABSTAIN:

ABSENT:

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



**CITY OF BANNING
BANNING UTILITY AUTHORITY REPORT**

TO: BANNING UTILITY AUTHORITY

FROM: Michael Rock, City Manager

PREPARED BY: Art Vela, Public Works Director

MEETING DATE: January 10, 2017

SUBJECT: Discuss and Consider Adopting Resolution 2017-02 UA, "Authorizing the City Manager to Execute a Memorandum of Understanding with the Coachella Water Agency for a Joint Grant Application for a Stannous Chloride Pilot Study for the Removal of Chromium-6"

RECOMMENDATION:

That the Banning Utility Authority adopt Resolution 2017-02 UA authorizing the City Manager to execute a Memorandum of Understanding (MOU) with the Coachella Water Agency (CWA) for a joint grant application to fund a Stannous Chloride pilot study for the removal of Chromium-6 from the City's potable water supply.

JUSTIFICATION:

Recent research regarding an alternative method for removing Chromium-6 from potable water supplies was presented to the public. The new method could potentially reduce capital costs and operation and maintenance costs when compared to current methods considered by the City.

The Department of Water Resources (DWR) has provided Proposition 50 Chapter 6(b) funding for pilot and demonstration projects for treatment or removal of specific contaminants such as Chromium-6. A joint grant application between the City and CWA, both of which provide service to disadvantaged communities, could strengthen the application and increase chances for funding.

BACKGROUND:

Water agencies (i.e. CWA and Coachella Valley Water District, CVWD) have halted progress on the development of conventional Chromium-6 treatment facilities due to the results of recent testing on an alternative method for removing the contaminant from potable water supplies. The alternative method, which uses stannous chloride (tin), could potentially reduce the costs (capital and operation/maintenance) compared

to the strong base anion exchange (SBA) method which involved resin regeneration and waste handling.

The new method is similar to the common reduction-coagulation-filtration (RCF) process, but includes the addition of stannous chloride instead of ferrous iron. Recent research has shown that stannous chloride is effective for removing Chromium-6 in water containing low levels of Chromium-6. Small bench scale tests conducted by CVWD achieved 3 to 6 parts per billion (ppb) of total Chromium in the treated water (State standard is 10 ppb). This method does not accumulate uranium or other hazardous material, thereby lowering disposal costs.

The alternative method is currently in its preliminary stages of investigation. The State Water Resources Control Board Division of Drinking Water requires several studies to be performed prior to approving the method for Chromium-6 treatment.

Currently, the DWR has Prop 50 funding available for projects related to pilot and demonstration projects for treatment or removal of specific contaminants such as Chromium-6. DWR has shared that it has limited funding and prefers to fund a project that benefits multiple agencies, specifically ones that serve disadvantaged communities. For this reason CWA and City staff have considered a joint grant application to fund the further evaluation of the stannous chloride treatment method ("Pilot Study"). An MOU has been prepared jointly between CWA and City staff for the purpose of memorializing the intent of the project and responsibilities of each agency. The MOU is scheduled to be presented to the CWA board in January, 2017.

If funds are awarded, the results of the pilot studies conducted within each of CWA's and the City's service areas will be consolidated into one report and submitted to DDW for consideration of the stannous chloride treatment method.

FISCAL IMPACT:

It is anticipated that a match will not be required for this grant, although the DWR could consider partially funding a grant application, in which case the funding match will be equally split between CWA and the City.

Pilot studies are required to be completed prior to the implementation of full scale treatment facilities. If the grant application is fully funded and the stannous chloride treatment method is a feasible method approved by DDW, the City would realize a savings of approximately \$250,000 associated with conducting a pilot study for complying with the State's Chromium-6 standard.

OPTIONS:

1. Approve Resolution 2016-02 UA.
2. Reject Resolution 2016- 02 UA.

STRATEGIC PLAN OBJECTIVE:

Resolution 2017-02 UA assists in meeting Goal 4 – Public Health & Safety, Public Works Activity No. 4 Mitigation of Chromium-6.

ATTACHMENTS:

1. Resolution 2017-02 UA
2. Memorandum of Understanding

Approved by:



Michael Rock,
City Manager

ATTACHMENT 1

(Resolution 2017-02 UA)

RESOLUTION 2017-02 UA

A RESOLUTION OF THE BANNING UTILITY AUTHORITY OF THE CITY OF BANNING, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE COACHELLA WATER AGENCY FOR A JOINT GRANT APPLICATION FOR A STANNOUS CHLORIDE PILOT STUDY FOR THE REMOVAL OF CHROMIUM-6

WHEREAS, the City of Banning ("City") has nine (9) potable water wells that exceed the new State maximum contaminant level for Chromium-6; and

WHEREAS, recent research regarding an alternative method for removing Chromium-6 from potable water supplies has shown that the method, which uses stannous chloride, could potentially reduce the costs (capital and operation/maintenance) compared to the strong base anion exchange (SBA) method which involved resin regeneration and waste; and

WHEREAS, the State Water Resources Control Board Division of Drinking Water (DDW) is requiring several studies to be performed prior to approving the method for Chromium-6 treatment; and

WHEREAS, the Department of Water Resource (DWR) has Proposition 50 funding available for projects related to pilot and demonstration projects for treatment or removal of specific contaminants such as Chromium-6 and DWR has shared that it has limited funding and prefers to fund a project that benefits multiple agencies, specifically ones that serve disadvantaged communities; and

WHEREAS, the Coachella Water Agency and the City wish to enter into a Memorandum of Understanding for the purpose of submitting a joint grant application for Proposition 50 funding to fund pilot studies in both jurisdictions; and

WHEREAS, if the grant application is fully funded and the stannous chloride treatment method is a feasible method approved by DDW, the City would realize a savings of approximately \$250,000 in costs associated with conducting the required pilot study.

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

SECTION 1. The City Manager is authorized to execute the Memorandum of Understanding between the Coachella Water Agency and the City of Banning.

PASSED, APPROVED AND ADOPTED this 10th day of January, 2017.

George Moyer, Chairman
Banning Utility Authority

ATTEST:

Marie A. Calderon, Secretary
Banning Utility Authority

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

John C. Cotti, Interim City Attorney
Jenkins & Hogin, LLC

CERTIFICATION:

I, Marie Calderon, Secretary of the Banning Utility Authority of Banning, California, do hereby certify that the foregoing Resolution 2017-02 UA was duly adopted by the Banning Utility Authority of the City of Banning, California, at a scheduled meeting thereof held on the 10th day of January, 2017, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Marie A. Calderon, Secretary
Banning Utility Authority

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ATTACHMENT 2

(Memorandum of Understanding)

MEMORANDUM OF UNDERSTANDING
FOR COST SHARING OF
STANNOUS CHLORIDE TESTING AND EVALUATION
BETWEEN
COACHELLA WATER AUTHORITY AND CITY OF BANNING

This memorandum of understanding (MOU) dated (Effective Date) is entered into between the Coachella Water Authority (CWA) and the City of Banning (collectively referred to as "Agencies", for the Stannous Chloride Testing and Evaluation ("Pilot Study"). The parties to this Memorandum of Understanding (MOU) shall be collectively referred to herein as Agencies and individually as Agency.

WHEREAS, the Department of Water Resources of the State of California ("Department of Water Resources") has provided Proposition 50 Chapter 6(b) funding for pilot study and demonstration projects for treatment or removal of specific contaminants; and

WHEREAS, the purpose of this MOU is to outline the agreement between CWA and the City regarding a joint grant application to the Department of Water Resources for a separate Pilot Study in each of the Agencies' service areas; and

WHEREAS, CWA is willing to participate as the lead applicant/fiscal agent for the joint grant application; and

WHEREAS, the Agencies own groundwater wells where the levels of chromium-6 are above the maximum contaminate level (MCL) as promulgated by the State Water Resources Control Board; and

WHEREAS, the Agencies desire to identify alternative lower cost chromium-6 treatment systems to meet the MCL for chromium-6; and

WHEREAS, the Agencies, in an effort to comply with the chromium-6 MCL, have developed a stannous chloride testing and evaluation process (Pilot Study); and

WHEREAS, Department of Water Resources has received the Proposition 50 application for a \$520,000 grant amount for the Pilot Study.

NOW, THEREFORE, the parties hereby agree as follows:

SECTION 1:

AUTHORITY OF THE AGENCIES

1.1 CWA is a joint powers authority formed as a component of the City of Coachella and the Housing Authority of the City of Coachella and has statutory authority over water supply.

1.2 City of Banning is a municipal corporation and has statutory authority over the water supply.

SECTION 2:

DEFINITIONS

The abbreviations and capitalized words and phrases used in this MOU shall have the following meanings:

2.1 Coachella – City of Coachella/Coachella Water Authority

2.2 Banning - City of Banning

2.3 Agency or Agencies - Refers to Coachella and Banning individually and collectively for the purposes of this MOU.

2.4 Pilot Study- Stannous Chloride Pilot Testing and Evaluation Study.

- Administrative costs for the execution of the Proposition 50 funding agreement, invoicing coordination between Banning and State of California, and project reports as required by the funding agreement in the amount not to exceed twenty thousand four hundred dollars (\$20,400).
- A Pilot Study is being undertaken by Hazen and Sawyer pursuant to an agreement executed between the consultant and Coachella in the amount not to exceed two hundred forty-nine thousand six hundred dollars (\$249,600).
- Banning is soliciting proposals from qualified consulting firms to conduct a Pilot Study that is estimated to cost two hundred and fifty thousand dollars (\$250,000).

SECTION 3:

PURPOSES AND GOALS OF THIS MOU

3.1 Purposes and Goals:

3.1.1 The purpose of this MOU is to memorialize the intent of the Agencies to coordinate and share information concerning the Pilot Study and other information, and to improve and maintain overall communication between the Agencies. It is anticipated that coordination and information sharing among the Agencies will assist in achieving their respective missions to the overall Pilot Study.

3.1.2. The Agencies agree the Proposition 50 Chapter 6(b) grant funding received for the Pilot Study shall be provided as the cost contribution for the Pilot Study. If additional funds are required, each agency shall be responsible for the additional cost incurred by each respective agency. Currently, State staff has indicated no matching funds will be required as part of the Proposition 50 funding agreement. If matching funds are required, the agency shall pay their respective match costs; excluding the administrative costs, the match shall be paid equally.

3.1.3. By signing this MOU, the Agencies commit to providing the resources necessary to keep the testing and evaluation on schedule, including but not limited to attending scheduled meetings, providing comments and other deliverables on time, and otherwise fully participating in the process.

3.2 Common Issues and Interest. The Agencies share common issues and interests and desire to collaborate where possible. The common issues and interests include but are not limited to the following:

3.2.1. Pilot water treatment programs and projects that may provide mutual benefits by improving water quality.

3.2.2. Development of inter-agency approaches to problem-solving and issues resolution as well as to further common interest.

3.3 Future Considerations by the Agencies acknowledge that by virtue of commitments and intentions stated in this MOU, the need for certain considerations that will facilitate the preparation of the Pilot Study will likely emerge.

SECTION 4:

JOINT PLANNING FOR PROJECTS AND PROGRAMS

4.1 Projects and programs covered by this MOU: it is the intent of the Agencies that they coordinate and collaborate to address the common issues identified. The Agencies may develop and implement projects and programs individually, or enter into additional agreements in furthering those goals. Applicable projects and programs include, but are not limited to the following:

4.1.1. Development of future water treatment system improvement programs and projects.

4.1.2. Project and program planning and development to solicit external funding.

4.1.3. Other meritorious projects or programs consistent with the purposes of this MOU.

4.2 Communication and Coordination: It is the intent of the Agencies to meet on an as-needed basis in order to carry out the purposes and goals of this MOU. The frequency and location of meetings are subject to the discretion of the Agencies and may be changed when appropriate.

SECTION 5:

GENERAL PROVISIONS GOVERNING MOU

5.1 Termination: Any Agency may terminate its participation in this MOU upon thirty (30) days prior written notice to the other Agency at its sole discretion. Any Agency terminating or otherwise ceasing its participation in this MOU shall be responsible for its share of the costs, as set forth herein, which are incurred on or before the effective date of said termination.

5.2 Construction of Terms: This MOU is for the sole benefit of the Agencies and shall not be construed as granting rights to any person other than the Agencies or imposing obligations on an Agency to any person other than another Agency.

5.3 Good Faith: Each Agency shall use its best efforts and work wholeheartedly and in good faith for the expeditious completion of the objectives of this MOU and the satisfactory performance of its terms.

5.4 Rights of the Agencies and Constituencies: This MOU does not contemplate the Agencies taking any action that would:

5.5 Adversely affect the rights of any Agency; or

5.4.2 Adversely affect the customers or constituencies of any Agency.

5.5 Participation in this MOU and the Pilot Study shall not restrict any Agencies' authority and discretion to continue its own planning and undertake its own efforts to secure project funding from any other source.

5.6 It is expected that Agencies will contribute the personnel and financial resources necessary to develop the Pilot Study.

5.7 IN WITNESS WHEREOF, the Authorities have executed this MOU as of the day and year indicated on the first page of this MOU.

William B. Pattison, Jr., City Manager
City of Coachella

Michael Rock, City Manager
City of Banning

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