AGENDA
REGULAR MEETING
CITY OF BANNING
BANNING, CALIFORNIA

February 14, 2017
5:00 p.m.

Banning Civic Center
Council Chambers
99 E. Ramsey Street

ADDENDUM

VI. REPORTS OF OFFICERS

7. Discuss and Consider adoption of Resolution 2017-07, General Plan Amendment No. 16-2501, an Addendum to the Butterfield Specific Plan Final Environmental Impact Report (SCH No. 2007091149) and associated modifications to the Mitigation Monitoring and Reporting Program, and concurrence with the minor modifications to the Butterfield Specific Plan **A-1**
(Staff Report – Patty Nevins, Senior Planner)

Recommendations: **2) Resolution 2017-07, Approving General Plan Amendment No. 16-2501 to Amend the General Plan Circulation Element to Reflect the Removal of the Proposed Extension of Highland Home Road to Brookside Avenue and Cherry Valley Boulevard, Approving an Addendum to the Butterfield Specific Plan Final Environmental Impact Report (SCH No. 2007091149) and Associated Modifications to the Mitigation Monitoring and Reporting Program, Concurring with and Approving Proposed Minor Modifications to the Butterfield Specific Plan Located at the Northeast corner of Highland Springs Avenue and Wilson Street, APNS 408-030-001 and 005; 408-120-001 through 020, and 022, 024, 025, 027, and 033; and 531-080-013 and 014**

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, 7 a.m. to 5 p.m.

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

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

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

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office (951) 922-3102. **Notification 48 hours prior to the meeting** will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.02-35.104 ADA Tile II]

EXHIBIT "A"

REDLINED VERSION

RESOLUTION NO. 2017-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA APPROVING GENERAL PLAN AMENDMENT NO. 16-2501 TO AMEND THE GENERAL PLAN CIRCULATION ELEMENT TO REFLECT THE REMOVAL OF THE PROPOSED EXTENSION OF HIGHLAND HOME ROAD TO BROOKSIDE AVENUE AND CHERRY VALLEY BOULVARD, APPROVING AN ADDENDUM TO THE BUTTERFIELD SPECIFIC PLAN FINAL ENVIRONMENTAL IMPACT REPORT (SCH NO. 2007091149) AND ASSOCIATED MODIFICATIONS TO THE MITIGATION MONITORING AND REPORTING PROGRAM, ~~AND~~ CONCURRING WITH AND APPROVING PROPOSED MINOR MODIFICATIONS TO THE BUTTERFIELD SPECIFIC PLAN LOCATED AT THE NORTHEAST CORNER OF HIGHLAND SPRINGS AVENUE AND WILSON STREET, APNS 408-030-001 and 005; 408-120-001 through 020, and 022, 024, 025, 027, and 033; and 531-080-013 and 014

WHEREAS, an application for a General Plan Amendment to amend the City of Banning General Plan Circulation Element and for a Minor ~~Modifications~~Modification to the Butterfield Specific Plan has been duly filed by:

Applicant / Owner:	Pardee Homes
Authorized Agent:	Chris Willis
Project Location:	Noted Above
APN Number:	Noted Above
Lot Area:	1,528 acres

WHEREAS, Pardee Homes submitted applications for a General Plan Amendment to remove the proposed extension of Highland Home Road to Brookside Avenue and Cherry Valley Boulevard from the General Plan Circulation Element, pursuant to a Settlement Agreement, and for a Minor ~~modifications~~Modification to the Butterfield Specific Plan for property located at the northeast corner of Highland Springs Avenue and Wilson Street. The General Plan Amendment and Minor Modification are incorporated herein by this reference.

WHEREAS, an Addendum was prepared to evaluate the proposed project consisting of both the General Plan Amendment as well as the Minor ~~Modfications~~Modification to the Butterfield Specific Plan, and the Addendum concluded that that there are no changes in circumstances or new information of

substantial importance that would require preparation of a subsequent or supplemental EIR.

WHEREAS, on the 4th and 25th of January, 2017 the Planning Commission held a noticed public hearing at which time the General Plan Amendment No. 16-2501, the Addendum to the certified Final EIR and associated modifications to the Mitigation Monitoring and Reporting Program, and the Minor ~~Modifications~~Modification along with the staff report and public testimonies were considered which were followed by the recommendation of approval to the City Council.

WHEREAS, on the [xxth] of [month], 2017 the City gave public notice as required under Chapter 17.68 (Hearings and Appeals) of the City of Banning Municipal Code by advertising in the Record Gazette newspaper of a City Council public hearing at which the General Plan Amendment No. 16-2501, the Addendum to the certified Final EIR and associated modifications to the Mitigation Monitoring and Reporting Program, and the Minor ~~Modifications~~Modification would be considered. The public hearing notice was also mailed to property owners within 300 feet of the Project site.

WHEREAS, on the [xxth] day of [month], 2017, the City Council held the public hearing at which interested parties had an opportunity to testify in support of or opposition to proposed General Plan Amendment No. 16-2501, Addendum to the certified Final EIR and associated modifications to the Mitigation Monitoring and Reporting Program and the Minor ~~Modifications~~Modification.

WHEREAS, the findings and conclusions made by the City Council in this Resolution are based upon the oral and written evidence presented as well as the entirety of the administrative record for the project, which is incorporated herein by this reference. The findings are not based solely on the information provided in this Resolution.

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

SECTION 1. RECITALS

The recitals set forth above are true and correct and incorporated herein by this reference.

SECTION ~~1~~2: ENVIRONMENTAL FINDINGS

California Environmental Quality Act (CEQA)

That a Final EIR (SCH No. 2007091149) and MMRP were adopted for the 2012 Butterfield Specific Plan on March 27, 2012 in accordance with the requirements of

the California Environmental Quality Act (CEQA), in accordance with Public Resources Code Section 21000 et seq., the CEQA Guidelines (14 California Code of Regulations Section 15000 et seq.), and the City's local CEQA Guidelines. City Council Resolution No. 2012-24 incorporated herein by this reference, provides environmental findings in support of that certified Final EIR.

When an EIR or negative declaration has been prepared for a project and changes are subsequently proposed to that project, the City is required to determine whether the environmental effects of such actions are within the scope of previous environmental documentation, and whether additional environmental analysis is required. If the agency finds that, pursuant to Sections 15162~~,~~ and 15164~~, and 15183~~ of the CEQA Guidelines, no new effects would occur, nor would a substantial increase in the severity of previously identified significant effects occur, then no supplemental or subsequent EIR or Mitigated Negative Declaration is required.

Pursuant to CEQA Guidelines Section 15164, an Addendum to the Butterfield Specific Plan Final EIR was prepared to evaluate the potential effects of General Plan Amendment No. 16-2501 and the Butterfield Specific Plan Minor ~~Modifications~~Modification and is the appropriate document for disclosing the changes and additions that are necessary to account for the General Plan Amendment and Minor Modification. Through the analysis described in that Addendum, which is incorporated herein by this reference, the City determined that changes associated with the proposed General Plan Amendment and Minor Modification are not substantial and that none of the conditions in CEQA Guidelines Section 15162 requiring the need for further subsequent environmental review have occurred. No new significant impacts would result from these changes, nor would there be a substantial increase in the severity of previously identified environmental impacts. In addition, the changes with respect to the circumstances under which the Project would be undertaken would not result in new or more severe significant environmental impacts.

The ~~Planning Commission~~City Council finds that the Addendum, together with the previous Final EIR, reflect its independent judgement, and further finds that these documents have been completed in compliance with CEQA, the CEQA Guidelines and the City's local CEQA Guidelines and satisfy the requirements of CEQA, the CEQA Guidelines and the City's local CEQA Guidelines for General Plan Amendment No. 16-2501 and the Butterfield Specific Plan Minor ~~Modifications~~Modification.

Findings

1. There are no substantial changes to the 2012 Specific Plan that would require major revisions of the Specific Plan EIR due to new significant environmental effects or a substantial increase in severity of impacts identified in the Specific Plan EIR;

2. Substantial changes have not occurred in the circumstances under which the Project is being undertaken that will require major revisions to the Specific Plan EIR to disclose new significant environmental effects or that would result in a substantial increase in severity of impacts identified in the Specific Plan EIR; and

3. There is no new information of substantial importance that was not known at the time the Specific Plan EIR was certified, indicating any of the following:
    - The Project will have one or more new significant effects not discussed in the certified Specific Plan EIR;
    - There are impacts determined to be significant in the Specific Plan EIR that would be substantially more severe;
    - There are additional mitigation measures or alternatives to the Project that would substantially reduce one or more significant effects identified in the Specific Plan EIR but the Project proponent declines to adopt them; or
    - There are additional mitigation measures or alternatives rejected by the Project proponent that are considerably different from those analyzed in the Specific Plan EIR that would substantially reduce a significant impact identified in that EIR.

SECTION ~~2~~3. REQUIRED FINDINGS FOR GENERAL PLAN AMENDMENT NO. 16-97501.

Finding No. 1: The proposed General Plan Amendment No. 16-2501 is internally consistent with the General Plan.

Findings of Fact: The current General Plan was adopted in January 2006 and includes various policies that guide development in the City, including roadways. The proposed General Plan Amendment is to remove the previously proposed roadway extensions at Brookside Avenue and Cherry Boulevard from the City's General Plan Circulation Element. Approval of General Plan Amendment No. 16-2501 would ensure consistency between the proposed Project and the Settlement Agreement for the Butterfield Specific Plan project. The proposed Project will not create any conflicts among the various General Plan Elements' goals, policies, or objectives, including the maps and diagrams of all the Elements in the City's General Plan. Therefore, proposed General Plan Amendment No. 16-2501 ~~would make the Butterfield Specific Plan~~is internally consistent with the City's General Plan ~~Circulation Element~~.

Finding No. 2: The proposed General Plan Amendment No. 16-2501 would not be detrimental to the public interest, health, safety, convenience, or welfare of the community.

Findings of Fact: The proposed General Plan Amendment GPA No. 16-2501 when approved would remove the General Plan Circulation Element's proposed extension of Highland Home Road to Brookside Avenue and Cherry Valley Boulevard. An Addendum to the certified Final EIR analyzed traffic associated with the proposed change and did not identify any new effects or substantial increases in significant effects arising from the proposed General Plan Amendment. Consequently, General Plan Amendment No. 16-2501 would not be detrimental to the public interest, or health, safety, convenience, or welfare of the community.

Finding No. 3: The proposed General Plan Amendment No. 16-2501 would maintain the appropriate balance of land uses within the City.

Findings of Fact: The proposed amendment would maintain the appropriate balance of land uses within the City in that affects only the City's street circulation system. The Addendum prepared for the project did not identify any new effects or substantial increases in significant effects and thus, the proposed amendment would not have an appreciable effect on the balance of land uses within the City.

Finding No. 4 With regard to General Plan Amendments to the General Plan Land Use Map, the subject parcels are physically suitable for the requested land use designations and the anticipated land use development.

Findings of Fact: The proposed General Plan Amendment relates to a change in the Circulation Element. The proposed amendment does not request a change in land use designation or anticipated land use development.

SECTION ~~3~~4. CONCURRENCE WITH STAFF AND APPROVAL OF MINOR ~~MODIFICATIONS~~MODIFICATION

The ~~Planning Commission hereby~~City Council concurs with staff ~~approval of~~and hereby approves the proposed Minor ~~modifications~~Modification subject to the conditions listed in attached Exhibit "A"~~ and recommends to the City Council concurrence of the proposed minor modifications subject to the conditions listed in attached Exhibit "A".~~. The Minor Modification qualifies for processing as a minor modification and is in substantial conformance with the Specific Plan. The changes

are consistent with the overall vision and uses that were outlined and described in the Specific Plan.

SECTION 45. CITY COUNCIL ACTION

The City Council hereby takes the following action:

Adopt City Council Resolution No. 2017-07:

~~1. Approving General Plan Amendment No. 16-2501 based on the findings and facts contained herein.~~

1. ~~2.~~ Approving and adopting the Addendum to the Butterfield Specific Plan Final EIR, and a revised Mitigation Monitoring and Reporting Program, incorporated herein by this reference, based on the findings and facts contained herein.

2. Approving and adopting General Plan Amendment No. 16-2501 based on the findings and facts contained herein.

3. Concurring with staff ~~approval of~~and approving and adopting the Minor Modification subject to the conditions listed in City Council Resolution 2017-07 Exhibit "A" based on the findings and facts contained herein.

SECTION 6. NOTICE OF DETERMINATION

The City Council directs City staff to prepare, execute and file a Notice of Determination with the County Clerk within five (5) working days of the City Council's approval.

SECTION 7. CUSTODIAN OF RECORDS AND LOCATION OF DOCUMENTS

The Final EIR, Addendum, MMRP, General Plan Amendment and Minor Modification are on file and available for public review at City Hall, located at 99 E. Ramsey Street, Banning, California. The custodian of record of proceedings is the Community Development Director.

SECTION 8. SEVERABILITY

If any provision of this Resolution is held invalid, the remainder of this Resolution shall not be affected by any such invalidity, and the provisions of this Resolution are severable.

PASSED, APPROVED, AND ADOPTED this [xxth] day of [month], 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
City of Banning, California

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution, No. 2017-07, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the [XXth] day of [month], 2017, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

Summary report: Litéra® Change-Pro 7.5.0.176 Document comparison done on 1/9/2017 11:23:21 AM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: dm://IRVLIB/1338227/1	
Modified DMS: dm://IRVLIB/1338227/2	
Changes:	
Add	51
~~Delete~~	29
~~Move From~~	2
Move To	2
Table Insert	0
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	84

EXHIBIT "B"

FINAL VERSION

RESOLUTION NO. 2017-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA APPROVING GENERAL PLAN AMENDMENT NO. 16-2501 TO AMEND THE GENERAL PLAN CIRCULATION ELEMENT TO REFLECT THE REMOVAL OF THE PROPOSED EXTENSION OF HIGHLAND HOME ROAD TO BROOKSIDE AVENUE AND CHERRY VALLEY BOULVARD, APPROVING AN ADDENDUM TO THE BUTTERFIELD SPECIFIC PLAN FINAL ENVIRONMENTAL IMPACT REPORT (SCH NO. 2007091149) AND ASSOCIATED MODIFICATIONS TO THE MITIGATION MONITORING AND REPORTING PROGRAM, CONCURRING WITH AND APPROVING PROPOSED MINOR MODIFICATIONS TO THE BUTTERFIELD SPECIFIC PLAN LOCATED AT THE NORTHEAST CORNER OF HIGHLAND SPRINGS AVENUE AND WILSON STREET, APNS 408-030-001 and 005; 408-120-001 through 020, and 022, 024, 025, 027, and 033; and 531-080-013 and 014

WHEREAS, an application for a General Plan Amendment to amend the City of Banning General Plan Circulation Element and for a Minor Modification to the Butterfield Specific Plan has been duly filed by:

Applicant / Owner:	Pardee Homes
Authorized Agent:	Chris Willis
Project Location:	Noted Above
APN Number:	Noted Above
Lot Area:	1,528 acres

WHEREAS, Pardee Homes submitted applications for a General Plan Amendment to remove the proposed extension of Highland Home Road to Brookside Avenue and Cherry Valley Boulevard from the General Plan Circulation Element, pursuant to a Settlement Agreement, and for a Minor Modification to the Butterfield Specific Plan for property located at the northeast corner of Highland Springs Avenue and Wilson Street. The General Plan Amendment and Minor Modification are incorporated herein by this reference.

WHEREAS, an Addendum was prepared to evaluate the proposed project consisting of both the General Plan Amendment as well as the Minor Modification to the Butterfield Specific Plan, and the Addendum concluded that that there are no changes in circumstances or new information of substantial importance that would require preparation of a subsequent or supplemental EIR.

WHEREAS, on the 4th and 25th of January, 2017 the Planning Commission held a noticed public hearing at which time the General Plan Amendment No. 16-2501, the Addendum to the certified Final EIR and associated modifications to the Mitigation Monitoring and Reporting Program, and the Minor Modification along with the staff report and public testimonies were considered which were followed by the recommendation of approval to the City Council.

WHEREAS, on the 3rd of February, 2017 the City gave public notice as required under Chapter 17.68 (Hearings and Appeals) of the City of Banning Municipal Code by advertising in the Record Gazette newspaper of a City Council public hearing at which the General Plan Amendment No. 16-2501, the Addendum to the certified Final EIR and associated modifications to the Mitigation Monitoring and Reporting Program, and the Minor Modification would be considered. The public hearing notice was also mailed to property owners within 300 feet of the Project site.

WHEREAS, on the 14th day of February, 2017, the City Council held the public hearing at which interested parties had an opportunity to testify in support of or opposition to proposed General Plan Amendment No. 16-2501, Addendum to the certified Final EIR and associated modifications to the Mitigation Monitoring and Reporting Program and the Minor Modification.

WHEREAS, the findings and conclusions made by the City Council in this Resolution are based upon the oral and written evidence presented as well as the entirety of the administrative record for the project, which is incorporated herein by this reference. The findings are not based solely on the information provided in this Resolution.

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

SECTION 1. RECITALS

The recitals set forth above are true and correct and incorporated herein by this reference.

SECTION 2: ENVIRONMENTAL FINDINGS

California Environmental Quality Act (CEQA)

That a Final EIR (SCH No. 2007091149) and MMRP were adopted for the 2012 Butterfield Specific Plan on March 27, 2012 in accordance with the requirements of the California Environmental Quality Act (CEQA), in accordance with Public Resources Code Section 21000 et seq., the CEQA Guidelines (14 California Code of Regulations Section 15000 et seq.), and the City's local CEQA Guidelines. City Council Resolution

No. 2012-24 incorporated herein by this reference, provides environmental findings in support of that certified Final EIR.

When an EIR or negative declaration has been prepared for a project and changes are subsequently proposed to that project, the City is required to determine whether the environmental effects of such actions are within the scope of previous environmental documentation, and whether additional environmental analysis is required. If the agency finds that, pursuant to Sections 15162 and 15164 of the CEQA Guidelines, no new effects would occur, nor would a substantial increase in the severity of previously identified significant effects occur, then no supplemental or subsequent EIR or Mitigated Negative Declaration is required.

Pursuant to CEQA Guidelines Section 15164, an Addendum to the Butterfield Specific Plan Final EIR was prepared to evaluate the potential effects of General Plan Amendment No. 16-2501 and the Butterfield Specific Plan Minor Modification and is the appropriate document for disclosing the changes and additions that are necessary to account for the General Plan Amendment and Minor Modification. Through the analysis described in that Addendum, which is incorporated herein by this reference, the City determined that changes associated with the proposed General Plan Amendment and Minor Modification are not substantial and that none of the conditions in CEQA Guidelines Section 15162 requiring the need for further subsequent environmental review have occurred. No new significant impacts would result from these changes, nor would there be a substantial increase in the severity of previously identified environmental impacts. In addition, the changes with respect to the circumstances under which the Project would be undertaken would not result in new or more severe significant environmental impacts.

The City Council finds that the Addendum, together with the previous Final EIR, reflect its independent judgement, and further finds that these documents have been completed in compliance with CEQA, the CEQA Guidelines and the City's local CEQA Guidelines and satisfy the requirements of CEQA, the CEQA Guidelines and the City's local CEQA Guidelines for General Plan Amendment No. 16-2501 and the Butterfield Specific Plan Minor Modification.

Findings

1. There are no substantial changes to the 2012 Specific Plan that would require major revisions of the Specific Plan EIR due to new significant environmental effects or a substantial increase in severity of impacts identified in the Specific Plan EIR;

2. Substantial changes have not occurred in the circumstances under which the Project is being undertaken that will require major revisions to the Specific Plan EIR to disclose new significant environmental effects or that would result in a substantial increase in severity of impacts identified in the Specific Plan EIR; and

3. There is no new information of substantial importance that was not known at the time the Specific Plan EIR was certified, indicating any of the following:
    - The Project will have one or more new significant effects not discussed in the certified Specific Plan EIR;
    - There are impacts determined to be significant in the Specific Plan EIR that would be substantially more severe;
    - There are additional mitigation measures or alternatives to the Project that would substantially reduce one or more significant effects identified in the Specific Plan EIR but the Project proponent declines to adopt them; or
    - There are additional mitigation measures or alternatives rejected by the Project proponent that are considerably different from those analyzed in the Specific Plan EIR that would substantially reduce a significant impact identified in that EIR.

SECTION 3. REQUIRED FINDINGS FOR GENERAL PLAN AMENDMENT NO. 16-97501.

Finding No. 1: The proposed General Plan Amendment No. 16-2501 is internally consistent with the General Plan.

Findings of Fact: The current General Plan was adopted in January 2006 and includes various policies that guide development in the City, including roadways. The proposed General Plan Amendment is to remove the previously proposed roadway extensions at Brookside Avenue and Cherry Boulevard from the City's General Plan Circulation Element. Approval of General Plan Amendment No. 16-2501 would ensure consistency between the proposed Project and the Settlement Agreement for the Butterfield Specific Plan project. The proposed Project will not create any conflicts among the various General Plan Elements' goals, policies, or objectives, including the maps and diagrams of all the Elements in the City's General Plan. Therefore, proposed General Plan Amendment No. 16-2501 is internally consistent with the City's General Plan.

Finding No. 2: The proposed General Plan Amendment No. 16-2501 would not be detrimental to the public interest, health, safety, convenience, or welfare of the community.

Findings of Fact: The proposed General Plan Amendment GPA No. 16-2501 when approved would remove the General Plan Circulation Element's proposed extension of Highland Home Road to Brookside Avenue and Cherry Valley Boulevard. An Addendum to the certified Final EIR analyzed traffic associated with the proposed change and did

not identify any new effects or substantial increases in significant effects arising from the proposed General Plan Amendment. Consequently, General Plan Amendment No. 16-2501 would not be detrimental to the public interest, or health, safety, convenience, or welfare of the community.

Finding No. 3: The proposed General Plan Amendment No. 16-2501 would maintain the appropriate balance of land uses within the City.

Findings of Fact: The proposed amendment would maintain the appropriate balance of land uses within the City in that affects only the City's street circulation system. The Addendum prepared for the project did not identify any new effects or substantial increases in significant effects and thus, the proposed amendment would not have an appreciable effect on the balance of land uses within the City.

Finding No. 4 With regard to General Plan Amendments to the General Plan Land Use Map, the subject parcels are physically suitable for the requested land use designations and the anticipated land use development.

Findings of Fact: The proposed General Plan Amendment relates to a change in the Circulation Element. The proposed amendment does not request a change in land use designation or anticipated land use development.

SECTION 4. CONCURRENCE WITH STAFF AND APPROVAL OF MINOR MODIFICATION

The City Council concurs with staff and hereby approves the proposed Minor Modification subject to the conditions listed in attached Exhibit "A". The Minor Modification qualifies for processing as a minor modification and is in substantial conformance with the Specific Plan. The changes are consistent with the overall vision and uses that were outlined and described in the Specific Plan.

SECTION 5. CITY COUNCIL ACTION

The City Council hereby takes the following action:

Adopt City Council Resolution No. 2017-07:

1. Approving and adopting the Addendum to the Butterfield Specific Plan Final EIR, and a revised Mitigation Monitoring and Reporting Program, incorporated herein by this reference, based on the findings and facts contained herein.

2. Approving and adopting General Plan Amendment No. 16-2501 based on the findings and facts contained herein.

3. Concurring with staff and approving and adopting the Minor Modification subject to the conditions listed in City Council Resolution 2017-07 Exhibit "A" based on the findings and facts contained herein.

SECTION 6. NOTICE OF DETERMINATION

The City Council directs City staff to prepare, execute and file a Notice of Determination with the County Clerk within five (5) working days of the City Council's approval.

SECTION 7. CUSTODIAN OF RECORDS AND LOCATION OF DOCUMENTS

The Final EIR, Addendum, MMRP, General Plan Amendment and Minor Modification are on file and available for public review at City Hall, located at 99 E. Ramsey Street, Banning, California. The custodian of record of proceedings is the Community Development Director.

SECTION 8. SEVERABILITY

If any provision of this Resolution is held invalid, the remainder of this Resolution shall not be affected by any such invalidity, and the provisions of this Resolution are severable.

PASSED, APPROVED, AND ADOPTED this 14th day of February, 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 & Hogan, LLP

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution, No. 2017-07, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 14th day of February, 2017, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

AGENDA
REGULAR MEETING
CITY OF BANNING
BANNING, CALIFORNIA

February 14, 2017
5:00 p.m.

Banning Civic Center
Council Chambers
99 E. Ramsey Street

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. Bill Dunn, St. Stephens Episcopal 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

IV. PUBLIC COMMENTS/APPOINTMENTS /CITY MANAGER REPORT/ CORRESPONDENCE

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.

REPORT BY CITY MANAGER

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

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.

APPOINTMENTS

1. Discuss and Consider appointment of two applicants to the Parks and Recreation Commission **1**

Recommendation: **That the Council discuss and consider the options available for filling two vacant seats on the Parks and Recreation Commission.**

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 8: Items to be pulled ___, ___, discussion.
(Resolutions require a recorded majority vote of the total membership of the City Council)

1. Approval of Minutes – Special Meeting – 01/24/17 *(Study Session)* **13**
2. Approval of Minutes – Special Meeting – 01/24/17 *(Closed)* **31**
3. Approval of Minutes – Regular Meeting – 01/24/14. . . . . **33**
4. Approval of Minutes – Special Meeting – 01/26/17 . . . . . **53**
5. Approval and Ratification of Accounts Payable and Payroll Warrants for Period ending September 30, 2016, per California Government Code Section 37208 . . . . . **55**
6. Accept the Right-of-Way Dedication from Sunrise Church of California Inc. for Street Improvements at 4024 W. Wilson Street, Assessor's Parcel Numbers 537-031-001, 004, 005, 007 & 008. . . . . **81**
7. Receive and File List of Contracts Approved Under the City Manager's Signature Authority **91**
8. Resolution 2017-20, Authorizing the Police Department to Utilize Innovative Emergency Equipment for the Purchase, Removal, and Installation of Equipment Necessary to Outfit Seven New Police Vehicles Under Riverside County Contract #SHARC-05516-006-09/19 in an Amount Not to Exceed $66,311 . . . . . **95**

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

VI. REPORTS OF OFFICERS

1. Discuss and Consider adopting Resolution 2017-11, of the City Council of the City of Banning authorizing the submittal of the FY 2016/17 Local Transportation Fund Claim and approving the FY 2016/17-2018/19 Short Range Transportation Plan **133**
   (Staff Report – Heidi Meraz, Community Services Director)

Recommendation: **That the Council adopt Resolution 2017-11, authorizing the submittal of the FY 2016/17 Local Transportation Fund (LTF) Claim and approving the FY 2016/17-2018/19 Short Range Transportation Plan (SRTP).**

2. Discuss and Consider adopting Resolution 2017-19, approving Lease and Operating Agreement with Skydive West Coast for Hangar and Landing Zone Facilities **179**
(Staff Report – Ted Shove, Economic Development Manager)

Recommendation: **That the City Council: 1) adopt Resolution 2017-19, Approving Lease and Operating Agreement with Skydive West Coast for the Lease of a Hangar and Landing Zone Facilities; 2) Authorize the skydiving operation use and authorize Mayor to execute agreement; and 3) Authorize City Attorney to take such additional, related action that may be necessary.**

3. Action Minutes as adopted by Resolution 1995-21 . . . . . **207**
(Staff Report – Michael Rock, City Manager)

Recommendation: **That the City Council direct staff to follow Resolution 1995-21 adopted on February 14, 1995.**

4. Discuss and Consider directing staff to return for a first reading of an ordinance regarding Recreation Vehicles, Recreational Trailers, and Utility Trailer Parking **225**
(Staff Report – Alex Diaz, Chief of Police)

Recommendation: **Staff recommends Council review and provide staff direction in regard to bringing forth the proposed ordinance at a future City Council meeting for a first reading.**

5. Discuss and Consider Approving Amendment #6 to Agreement for Contractual Services between the City of Banning and Romo Planning Group **251**
(Staff Report – Brian Guillot, Community Development Manager)

Recommendation: **That the City Council: 1) adopt Resolution 2017-21, Approving Amendment #6 to Agreement for Contractual Services for Temporary Planning Services through June 30, 2017; 2) Authorize the City Manager to execute the Sixth Amendment with Romo Planning Group on the form that is approved by the Interim City Attorney; and 3) Authorize the Administrative Services Director to make the necessary budget adjustments and appropriations for FY 2017.**

6. Discuss and Consider Resolution 2017-16, Approving the Stranded Cost Recovery Rate Schedules SCRR & SCRR-A **289**
(Staff Report – Fred Mason, Electric Utility Director)

Recommendation: **That the City Council: 1) adopt Resolution 2017-16, Approving the Stranded Cost Recovery Rate Schedules SCRR & SCRR-A; and 2) Authorizing the Electric Utility Director, or his/her designee, to implement and administer said Rate Schedules.**

PUBLIC HEARING

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

7. Discuss and Consider adoption of Resolution 2017-07, General Plan Amendment No. 16-2501, an Addendum to the Butterfield Specific Plan Final Environmental Impact Report (SCH No. 2007091149) and associated modifications to the Mitigation Monitoring and Reporting Program, and concurrence with the minor modifications to the Butterfield Specific Plan **297**
(Staff Report – Patty Nevins, Senior Planner)

Recommendations: **1) Adopt an Addendum to the previously certified Final Environmental Impact Report (SCH No. 2007091149) for the Butterfield Specific Plan project, assessing the proposed General Plan Amendment and Minor Modifications, and adopt associated modifications to the Mitigation Monitoring and Report Program; and 2) approve Resolution 2017-07, adopting General Plan Amendment (GPA) No. 16-2501 to reflect the removal of the proposed extension of Highland Home Road to Brookside Avenue and Cherry Valley Boulevard from the General Plan Circulation Element, pursuant to the Settlement Agreement and provide concurrence with staff approval of proposed minor modifications to the Butterfield Specific Plan.**

REPORTS OF OFFICERS (continued)

8. Discuss and Consider Resolution 2017-01, Awarding the Construction Contract for IFB No. C00143 Project 2016-04EL, Installation of a Warehouse Security System and Rejecting all Other Bids **485**
(Staff Report – Fred Mason, Electric Utility Director)

Recommendation: **That the Council: 1) adopt Resolution 2017-01, Approving the revised Bid Schedule and awarding the Construction Contract for IFB No. C00143 Project 2016-04EL, Installation of a Warehouse Security System to Style Electric, Inc. of Murrieta, CA, in an amount not to exceed $92,260.07 including taxes and allowing a 10% contingency of $9,226; 2) Authorizing the City Manager to execute the applicable construction contracts, professional services agreements, and amendment related to IFB No. C00143 Project 2016-04EL, Installation of a Warehouse Security System and to approve change orders within the 10% contingency; and 3) Authorizing the Administrative Services Director to make the necessary budget adjustments, appropriations, and transfers related to the project.**

9. Discussion regarding the City's Wellness Fitness Center located at the Corporate Yard Warehouse **533**
(Staff Report – Michael Rock, City Manager)

Recommendation: **That the Council discuss the City's Wellness Fitness Center in relation to Resolution 2013-98, a Resolution of the City Council to become a healthy eating, active living City.**

SCHEDULE MEETINGS

BANNING UTILITY AUTHORITY – no meeting.

BANNING FINANCING AUTHORITIY (BFA) - no meeting.

VII. ITEMS FOR FUTURE AGENDAS

New items –

1. Schedule First Town Hall Meeting – location, date and time
2. Schedule Strategic Planning Workshop, date and time

Pending Items – City Council

1. Zoning Amendment to General Plan – allow for community gardens.
2. Join other agencies to challenge the State in regard to Chromium-6 water issues.
3. Attraction of professional firms through economic development to locate in Banning.
4. Schedule Strategic Goal Planning Workshop

(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]

CITY OF BANNING
CITY COUNCIL REPORT

TO: **CITY COUNCIL**

FROM: **Michael Rock, City Manager**

PREPARED BY: **Heidi Meraz, Community Services Director**

MEETING DATE: **February 14, 2017**

SUBJECT: **Discuss and Consider appointment of two applicants to the Parks and Recreation Commission**

RECOMMENDATION:

The Council discuss and consider the options available for filling two vacant seats on the Parks and Recreation Commission.

BACKGROUND:

The Parks and Recreation Commission has a membership of five seats. There are two seats available, one with a term that will expire December of 2018 and one with a term that will expire December of 2020. Katrina Cline and Alberto Jasso have applied for a seat on the Commission and both were interviewed on October 25, 2016. Four of the five current City Council members participated in conducting the interviews.

FISCAL IMPACT:

None

OPTIONS:

1. Appoint both Katrina Cline and Alberto Jasso to fill the vacancies on the Commission and determine which term they will fill.

2. Appoint one of the two applicants, specifying which term is being filled and advertise the remaining open seat.

3. Not appoint either applicant and advertise both vacancies.

ATTACHMENTS:

1. Application of Katrina Cline
2. Application of Albert Jasso

Approved by:

for M. ROCK

Michael Rock
City Manager

ATTACHMENT 1

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Office of the City Clerk
JUL 08 2016
BY: 8:08

Proud History
Prosperous Tomorrow

COMMITTEE/BOARD APPLICATION FORM

Name of Committee or Board: PARKS AND RECREATION COMMISSION

Name: Katrina Cline

Address: 1078 Calderon Court, Banning, CA 92220

Telephone Numbers: Home (909)215.8377 Office (951)955.1050 Cell (951)345.5868

Email kcline97@gmail.com

If employed, where you work and position County of Riverside Board of Supervisors District 5
Senior Legislative Assistant

Length of residence in Banning 5 years

Are you a registered voter in Banning? Yes ✓ No ____

Requested below is information that will be used by the City Council as a screen process to determine which applicants will be interviewed for membership on City committees, commissions and boards. Ample space is provided; please do not submit supplemental materials.

Provide a biographical sketch, including education, work experience, civic involvement and other background relevant to duties of the position you seek:

Katrina Cline was appointed as Supervisor Marion Ashley's Board Assistant/Scheduling Office Manager in November 2013. She is currently the Senior Legislative Assistant and oversees numerous operations such as constituent services, Supervisor's and Chief of Staff schedules, Community Improvement Designation Funds and managing office staff, services and operations. Katrina has been with the County of Riverside since 2007. She has worked for Facilities Management Design & Construction and Real Estate Divisions. Prior she served as an Assistant to the Managing Director of Economic Development Agency concurrent to serving as Executive Assistant to the Commissioner of Foreign Trade. Managed dignitaries, diplomatics and delegations for the County.

What types of major issues should this committee, commission or board deal with?

The Commission should address a need for future park opportunities, space, programs and maintenance.

Please identify specific problems facing the committee, commission or board on which you would like to serve and explain how you feel they might be resolved:

Parks and Recreation Commission needs to address future park opportunities, space, programs and maintenance. Exploring ideals the community members and families are seeking to want and need. Programs and activities that will bring families, children and residences to visit and enjoy. Proposal of a dog park for a designated area big or small at parks. Activites that will bring in surrounding areas to visit in addition to our community.

Your name will be considered by the City Council upon receipt of your application.

Please return to: City Clerk's Office/City of Banning
99 E. Ramsey Street
P. O. Box 998
Banning, CA 92220

RETURN BY: Friday, July 8, 2016 by 5:00 p.m.

Thank you for your willingness to serve your local government.

Date: 7.6.16 Signed: Katie M. Cl

ATTACHMENT 2

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Proud History
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COMMITTEE/BOARD APPLICATION FORM

Name of Committee or Board: PARKS AND RECREATION COMMISSION

Name: Alberto Jasso

Address: 624 E. Ramsey Street Banning, CA 92220

Telephone Numbers: Home (951) 923-8573 Office _____ Cell (909) 423-8573

Email alberto.jasso@gmail.com

If employed, where you work and position Economic Development Agency - County of San Bernardino (ECD Technician)

Length of residence in Banning 22 years

Are you a registered voter in Banning? Yes ✓ No _____

Requested below is information that will be used by the City Council as a screen process to determine which applicants will be interviewed for membership on City committees, commissions and boards. Ample space is provided; please do not submit supplemental materials.

Provide a biographical sketch, including education, work experience, civic involvement and other background relevant to duties of the position you seek:

I currently work in the County of San Bernardino with Economic Development Agency. I'm a ECD Technician and I have experience in project management. I just completed my Bachelor's Degree in Public Administration and I use to volunteer with the Community Development dept. with the City of Banning. I just completed the Leadership Academy sponsored by the City of Banning.

What types of major issues should this committee, commission or board deal with?

This committee should deal with policy's pertaining to Park's AND Recreation. I think that this commission needs to improve policy's and address/improve things that are happening in our community.

Please identify specific problems facing the committee, commission or board on which you would like to serve and explain how you feel they might be resolved:

I want to be able to push projects and advocate for our residents. For example, there is such a demand for Recreational activities in our community. I know we already offer these activities but I feel that they could be marketed better. I think that I would be a great asset towards this commission.

Your name will be considered by the City Council upon receipt of your application.

Please return to: City Clerk's Office/City of Banning
99 E. Ramsey Street
P. O. Box 998
Banning, CA 92220

RETURN BY: Friday, July 8, 2016 by 5:00 p.m.

Thank you for your willingness to serve your local government.

Date: 7-8-16 Signed:

Alberto Jasso

• (951)229-1243 • a_jasso@hotmail.com

EDUCATION

Business Administration – Public Administration *June 2015*
California State University, San Bernardino (CSUSB) San Bernardino, CA

SOFT AND TECHNICAL SKILLS

- Fluently speak, read and write Spanish
- Adobe Photoshop/ and Illustrator.
- Class C, California Driver License
- Integrated Disbursement & Inf. System
- Minute Tract Software
- Proficient Microsoft Word, PowerPoint, Excel
- CPR Certified
- Data Quick (Property Software)
- New World Finance System
- Microsoft Office Visio, Outlook

AWARDS & LEADERSHIP POSITIONS

Awards

- Delta Sigma Chi's Outstanding Academic Member
- Outstand Student Assistant of the Year
- Dean's List (Fall 12')
- HACU Scholarship Recipient
- Office Student Research (OSR) Grantee Recipient
- AFLV Scholarship Recipient
- Directors Award for the Student Union
- Brother of the month
- Order of Omega Society

Leadership Positions

- Recruitment Chair
- Member Educator
- United Sorority Fraternal Council (Delegate)
- Alumni Coordinator
- Activities Director Committee
- Personnel Committee (Chair)
- Finance & Contracts Committee (Chair)
- Board of Director's (Chair) Student Union
- Treasurer, Public Administration Organization

PROFESSIONAL EXPERIENCE

Program Assistant *January 2014- Present*
City Manager's Office
City of San Bernardino San Bernardino, CA

- Provided technical assistance to department analyst and over twenty five (25) non-profit agencies.
- Prepared the city's annual action plan along with the five year Consolidated Plan.
- Administered and awarded over thirty (30) grant awards to several local non-profit agencies.
- Managed over 3.1 million dollars in federal Community Development Block Grant (CDBG) funds.
- Ensured that CDBG activities, programs and projects were in compliance with grant guidelines.
- Monitored department projects & budgets in public works, parks & recreation and community development.
- Prepared budget & performance reports for the Housing Director and other department heads.
- Provided Public Information Request (PIR) for individuals requesting public information.
- Published governmental notices in the San Bernardino Sun (newspaper) informing constituents of program changes and/ or upcoming public hearings.
- Carried out grant award appeal process to non-profit agencies appealing there grant awards.
- Presented workshops for agencies interested in applying for CDBG grant funds.
- Collected survey data in preparation of the city's Consolidated Plan.
- Disseminate public information on the city's website, public library and local newspaper.
- Submited SHPO (State Historic Preservation Office) clearance for proposed demolished properties.
- Prepared RFP's (Request for Proposals) for the Commercial Rehabilitation program.
- Issued NOFA's (Notice of Funding Availability) for the city's Emergency Solutions Grant (ESG).
- Participated in the County of San Bernardino Homeless Provider Network Association.
- Worked closely with the Community Development Citizens Advisory Committee (CDCAC) in the review of grant proposals for our public service program.

Hall Coordinator
Office of Housing and Residential Life — *December 2014-Present*
California State University — San Bernardino, CA

- Facilitated weekly staff meetings with staff (15+) informing them about department changes etc.
- Participate in recruitment process of over 44 resident assistants, evaluated job applications, conducted interviews and assigned staff members accordingly
- Managed a building of over 110+ residents along with three (3) staff members under my supervision
- Provided administrative support to area coordinator along with the housing associate director
- Worked on department projects such as Health & Safety checks, committee participation etc.
- Assisted in the development and implementation of fall, winter, and Spring RA training.
- Evaluated RA job performance informally and formally on a regular basis.

Peer Research Consultant
Office of Student Research (OSR) — *Summer 2014*
California State University — San Bernardino, CA

- Provided peer consulting to undergraduate students (20+) assisted in research projects, assignments etc.
- Conducted research on public procurement under the supervision of faculty and staff
- Managed data collection projects by meeting paper & electronic mailing deadlines, entering data, and handwritten notes

Student Assistant — *January 2013– December 2014*
MBA Program Office
California State University — San Bernardino, CA

- Provide administrative support for 3 full time staff members and the MBA Director.
- Updated program information and processing information for students seeking assistance
- Delivered customer service to over 500+ students and several faculty members
- Attended career fairs and promoted the MBA program
- Assisted in hosting professional networking events for our MBA students
- Ordered and kept inventory of office supply and work on special projects delegated by staff
- Processed and reviewed submitted program applications, resumes, transcripts and other documents

Volunteer Intern — *Summer 2013*
Community Development Department
City of Banning — Banning, CA

- Assisted with assigned projects involving zoning, code enforcement & community development.
- Analyzed and compare different neighboring city ordinances for the planning director
- Reviewed building and safety unit expansion permits and assure requirements were completed
- Provided administrative support to the Community Development director, City engineer and code enforcement officer.
- Organize and distribute the City of Banning general plan to different planners, community consultants along with different city executive officials.

Resident Assistant — *June 2012 – June 2014*
Department of Housing & Residential Life
California State University — San Bernardino, CA

- Provided community based programming for residents in efforts of promoting community engagement
- Managed a floor of over 50+ residents that lived within my building
- Provide emergency response and on-call crisis management throughout the academic year

Student Assistant — *September 2011- January 2013*
Santos Manuel Student Union
California State University — San Bernardino, CA

- Assisted in providing a clean, safe environment for students
- Provided custodial services to a facility of over 100,000 square feet

REFERENCES

Upon request.

MINUTES
CITY COUNCIL
BANNING, CALIFORNIA

01/24/17
SPECIAL MEETING

A special meeting of the Banning City Council was called to order by Mayor Moyer on January 24, 2017 at 3:01 p.m. at the Banning Civic Council Chambers, 99 E. Ramsey Street, Banning, California.

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

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: John C. Cotti, Interim City Attorney
Rochelle Clayton, Deputy City Manager/Administrative Services Dir.
Ted Shove, Economic Development Manager
Art Vela, Public Works Director
Philip Southard, Public Information Officer
Fred Mason, Electric Utility Director
Marie A. Calderon, City Clerk

PUBLIC COMMENTS – *On Items Not on the Agenda*

There were none.

STUDY SESSION

1. Statewide Community Infrastructure Program (SCIP)
(Presentation by James Hamill, CSCDA *(California Statewide Community Development Authority)*

James Hamill, Managing Director addressed the Council stating that they are a joint powers authority that was started by the League of California Cities and the California State Association of Counties in 1988. The only thing they do is to work with cities and counties to issue bonds for public benefit projects so they do multi-family housing, non-profits, industrial development bonds, infrastructure and other types of energy projects. They have worked with the City of Banning before and Banning has been a member since 1995. Today he will talk about a program that has been around for a while but they are starting to see more activity out there across the state and it is called the Statewide Community Infrastructure Program. It provides an economic development tool for the City when you have developments going on and you are able to have developers pay all of their fees or do their public improvements through this financing

mechanism and it takes the load off the city of having to do it themselves. At this time Mr. Hamill started his power-point presentation (attached Exhibit "A").

There was some dialogue between the Council and Mr. Hamill in regards to who gets the money, who is responsible for paying, what is the interest right, the types of investors, this being a financing tool or Mello-Roos, does developer have any say or input as to where those funds can go, and what happens if a project is not completed, and what happens to the property.

Mr. Hamill continued his presentation at this time.

There was further dialogue between the Council and Mr. Hamill in regards to public infrastructure in gated communities, turnaround time for requisitions, how many resolutions are needed, can applicants apply for SCIP if a city has not endorsed the program, expending funds and compensation, collection of tax and annual debt service, and bond minimum/maximum.

Mr. Hamill continued his presentation at this time in regards to transaction history and there were Council questions in regards to most of the projects being done in Northern California, what projects have been done in this area, qualifying for the loan, Mello-Roos, any penalties for early payoff, mechanism for water/wastewater programs, and negatives of the SCIP program.

Mayor Moyer asked if staff had any questions and there was a question asked by Director Mason in regards to the three-year time frame that the money has to be spent in regards to impact fees.

Mayor Moyer thanked Mr. Hamill for his presentation. Deputy City Manager Clayton asked the Council how they would like to proceed in regards to this program.

There were Council comments and questions with Mr. Hamill in regards to this program in how they can tailor it to the City's needs, restricting it, what are other cities doing, flexibility, and use of Mello-Roos.

Mayor Moyer suggested that maybe this can be brought back for further consideration and maybe have somebody on staff check out some of the cities that have used it to see how it worked for them.

Councilmember Peterson said that Peter Pitassi is in the audience and maybe he has some input that would be interesting to the discussion.

Mr. Pitassi said that his company has not used this program. They know that it is a very good tool and many communities in California have this in their tool box. It doesn't restrict you or require you to do anything but it is a tool that allows you to use it for economic development and especially in a community like Banning that has been struggling to get projects off the ground. It gives you the opportunity to give the developer an opportunity to get the project going by the assistance of the bond funding. He would urge the Council not to preclude any project whether it is commercial, industrial, residential or whatever it may be but keep an open mind and keep those opportunities out there so if there is an opportunity for it to make sense, especially in Banning, to help get housing going and get it off the ground. He thinks it is a real valuable tool

that you can use and would certainly urge the Council to consider this very seriously. There are many communities in California that participate very successfully. It is of particular value to smaller communities that don't have the staffing to deal with the nuts and bolts of a bond program and it defers that obligation to the State.

There was some further dialogue with Mr. Pitassi regarding this program, CFD's, and refinancing of bonds.

There was Council consensus to bring this back for further consideration.

ADJOURNMENT

By common consent the meeting adjourned at 3:49 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.

Exhibit "A"

SCIP

Statewide Community Infrastructure Program

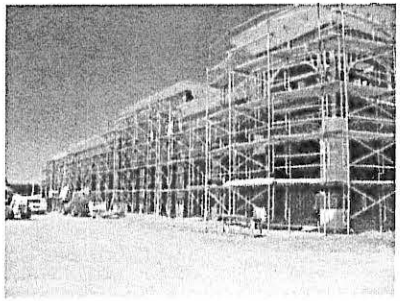
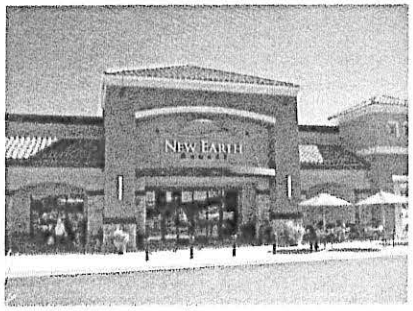
A Program of the California Statewide Communities Development Authority

SCIP
Statewide Community Infrastructure Program

CSCDA
CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY

What is the Statewide Communities Infrastructure Program (SCIP) ?

- SCIP is a pooled tax exempt bond financing program which can finance impact fees and public improvements for private developments
- The bonds are issued by the California Statewide Communities Development Authority (CSCDA) which is a joint powers authority sponsored by the League of California Cities and the California State Association of Counties to promote bond programs of public benefit for its members
- Any City/County/Special District can participate in SCIP
- SCIP has issued $350 MM in bonds since its inception in 2003
- These are 30 year tax exempt bonds secured by property owner assessments



SCIP | CSCDA

Who Uses SCIP?

- SCIP provides local agencies a means of offering competitive financing to all developers as a turn key solution which minimizes local agency staff time

- Developers use SCIP for a variety of reasons:
  1) Can be part of the capital mix of debt, equity, public financing
  2) Provides off balance sheet/land secured non recourse debt
  3) Can provide competitive advantages with respect to residential marketing

- SCIP can finance projects which range in size from $500,000 up to $20,000,000 or higher

- SCIP provides diversity to investors and economies of scale to its participants which ultimately translates to competitive interest rates and lower costs







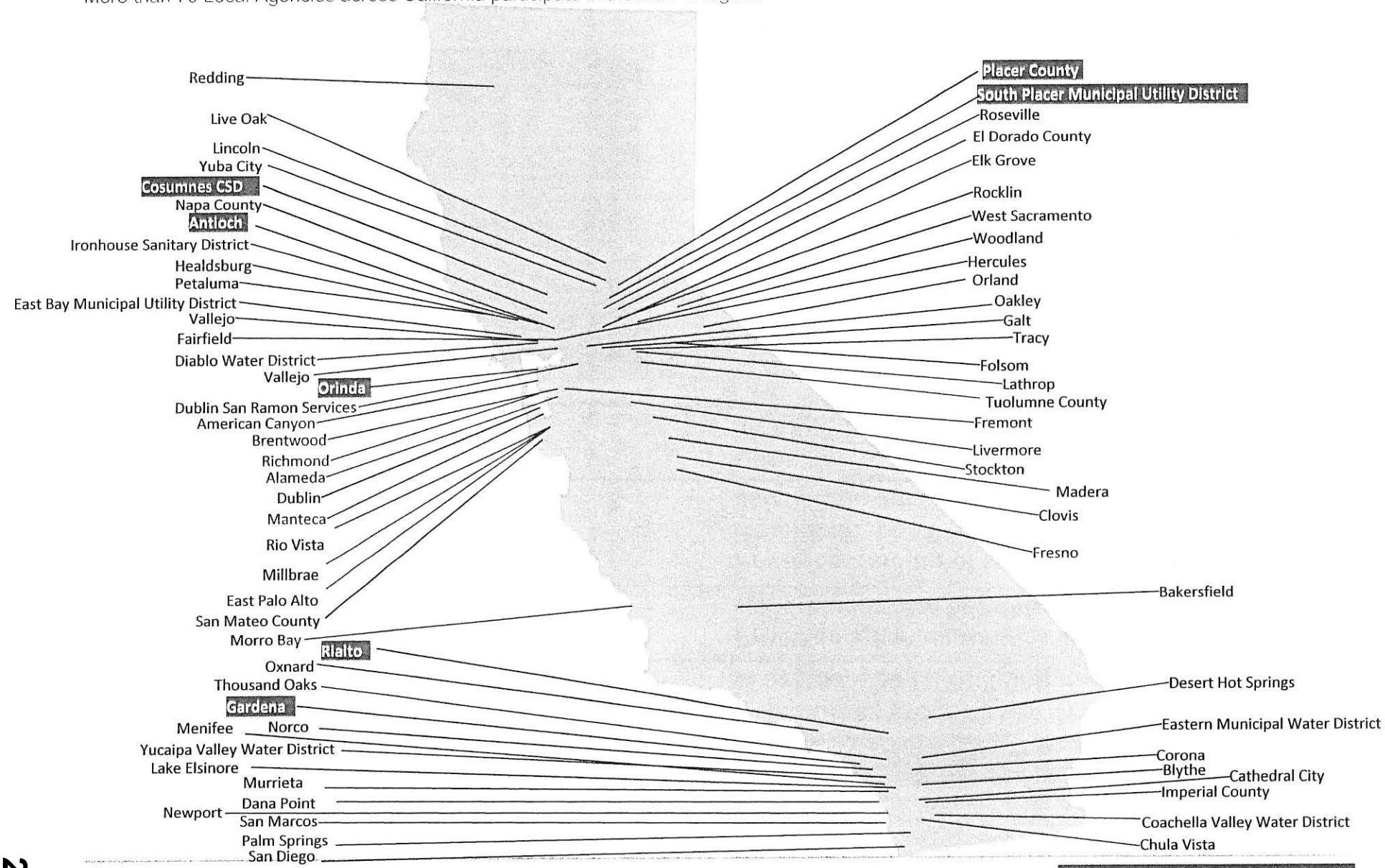
SCIP Overview / Team

Finance Team:

- **RBC Capital Markets – Bond Underwriter**
- **Orrick, Herrington, & Sutcliffe – Legal Counsel**
- **Bond Logistix – Program Administrator**
- **David Taussig and Associates – Assessment Engineer**

Participating Local Agencies

More than 70 Local Agencies across California participate in the SCIP Program

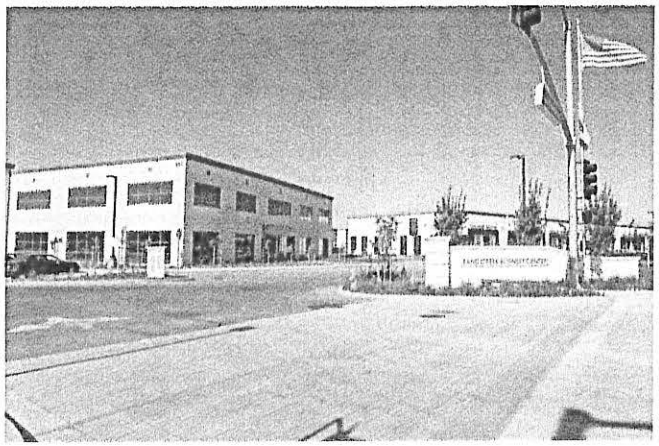


SCIP | CSCDA

SCIP Program - Mechanics

Program Type	Program Description
Impact Fee Reimbursement Program:	**Reimburses property owners for Impact Fees collected when a Building Permit is Issued**
Impact Fee Pre-Funding Program:	**Provides advance funding of Impact Fees requirement as a condition of land entitlements**
Acquisition Funding:	**Provides funding of improvements completed by developer. Local agency administers the acquisition agreement.**
CFD Financing:	**CFDs can be funded by SCIP through CSCDA on an issue-by-issue basis**





Reimbursement, Pre-Funding Programs and Acquisition Funding can be combined

Eligible Fees and Improvements

- Fees for infrastructure to be owned by public agency
  - Does not include school, housing, fire, and police fees

- Improvements identified in the 1913 / 1915 Assessment Act, including but not limited to, are listed below:

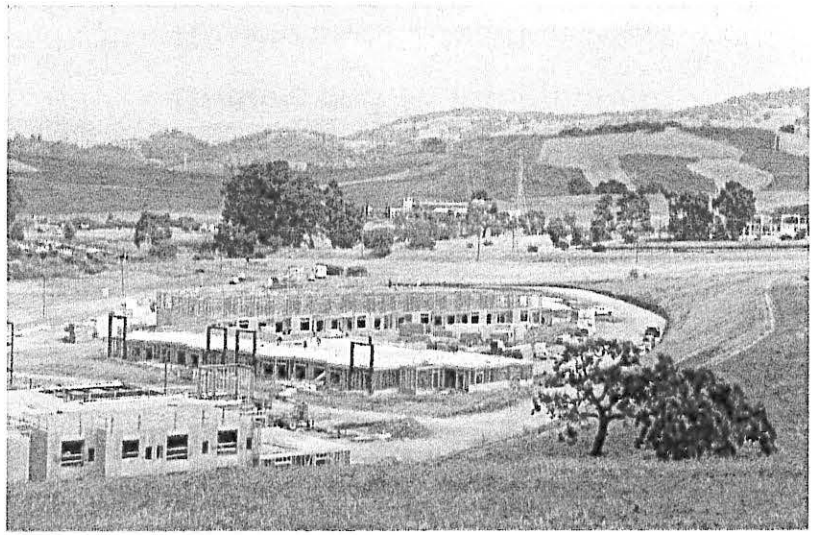


Eligible Improvements

- Street and Roadways
- Freeway Interchanges
- Pedestrian Malls
- Sidewalks
- Storm Drainage
- Flood Control
- Water Supply
- Gas Supply
- Street lighting
- Parking
- Landscaping
- Sewer and Pipelines
- Parks and Parkways
- Bridges and Thoroughfares
- Bicycle and Pedestrian Trails
- Open Space and Greenbelts

Local Agency Requirements

- Must be a member of CSCDA
- Adopt resolution consenting to use of the SCIP program
  - Prepared for by CSCDA, including a staff report
- Submit SCIP Applications
  - Each prospective project will submit an application with a local agency contact



- When tax-exempt bonds are issued, the City executes a bond closing certificate, which confirms that:
  - The infrastructure financed through SCIP with bond proceeds, is public infrastructure
  - Property being assessed has valid entitlements
  - Funds will not be spent in violation of federal tax law
- Approve Requisition of Funds

Comprehensive Transaction History

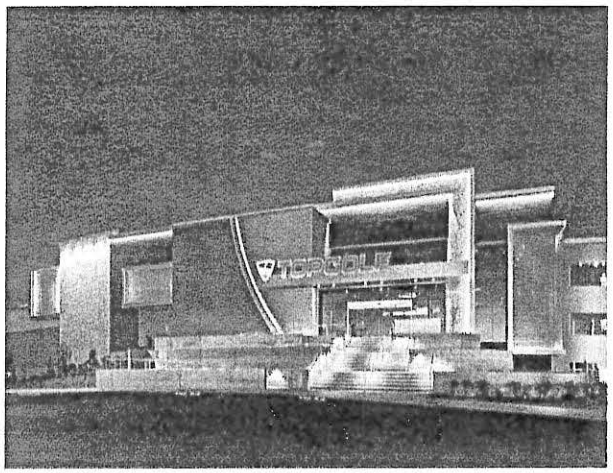
Sale date	Issuer	Series	Par	Description	Projects
Oct-03	CSCDA	Series 2003A	$6,270,000	SCIP Pooled Revenue	5
Dec-04	CSCDA	Series 2004A	$3,590,000	SCIP Pooled Revenue	10
Jul-05	CSCDA	Series 2005A	$10,645,000	SCIP Pooled Revenue	10
Oct-06	CSCDA	Series 2006A	$19,015,000	SCIP Pooled Revenue	11
Jun-07	CSCDA	Series 2007A	$25,545,000	SCIP Pooled Revenue	11
Nov-07	CSCDA	Series 2007B	$10,460,000	SCIP Pooled Revenue	8
Dec-07	CSCDA	Series A (2007)	$37,500,000	Stand Alone CFD (Orinda Wilder)	1
Jul-08	CSCDA	Series 2008A	$21,805,000	SCIP Pooled Revenue	9
Jun-10	CSCDA	Series 2010A	$6,180,000	SCIP Pooled Revenue	6
Sep-11	CSCDA	Series 2011A	$9,190,000	SCIP Pooled Revenue	4
Dec-12	CSCDA	Series 2012	$21,030,000	Reassessment Refunding	1
May-13	CSCDA	Series 2013A	$6,245,000	Stand Alone CFD (Manteca)	1
Aug-13	CSCDA	Series 2013	$14,444,827	SCIP Pooled Revenue Refunding	9
May-14	CSCDA	Series 2014A	$4,680,000	SCIP Pooled Revenue	3
Nov-14	CSCDA	Series 2014	$11,015,000	Stand Alone Assessment District (Yucaipa VWR)	1
Jan-15	CSCDA	Series 2014B	$10,605,000	SCIP Pooled Revenue	5
Jun-15	CSCDA	Series 2015R1	$29,195,000	SCIP Pooled Revenue Refunding	17
Jun-15	CSCDA	Series 2015	$33,015,000	Stand Alone CFD Refunding (Orinda Wilder)	1
Aug-15	CSCDA	Series 2015A	$11,125,000	Stand Alone CFD (Rio Bravo)	1
Sep-15	CSCDA	Series 2015A	$5,320,000	SCIP Pooled Revenue	4
Dec-15	CSCDA	Series 2015	$15,305,000	Stand Alone Assessment District (Emerson Ranch)	1
Mar-16	CSCDA	Series 2016A	$11,275,000	Stand Alone CFD (University District)	1
May-16	CSCDA	Series 2016A	$10,115,000	SCIP Pooled Revenue	6
Oct-16	CSCDA	Series 2016B	$11,040,000	SCIP Pooled Revenue	6
Nov-16	CSCDA	Series 2016A	$11,155,000	Stand Alone CFD (Delta Coves)	1
Total			**$355,764,827**	**25 Transactions**	**133**

Appendix: 2016 Case Studies

SCIP Pooled Revenue Bond Transactions

SCIP 2016A

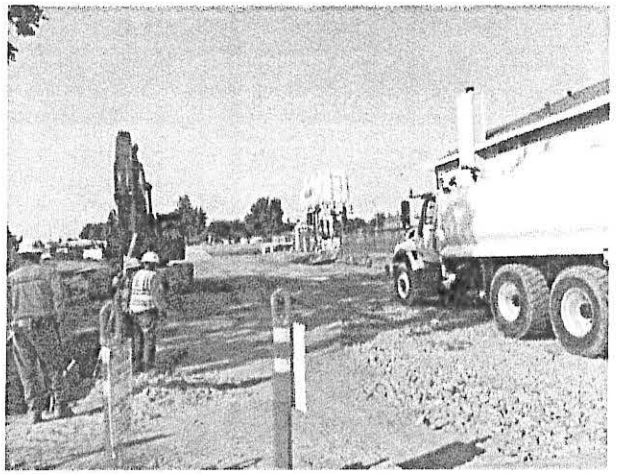
- SCIP 2016A, in an amount of $10,090,000, was sold in May at a 30 year interest rate of 4.20%. The issue consisted primarily of residential projects in El Dorado County, Brentwood, Manteca and Gardena. These were for the most part undeveloped tracts but in the first stage of pulling building permits and constructing model homes.
- Roseville also participated with its Top Golf project (current Roseville site pictured). Top Golf has been described as the premier new golf experience where hitting microchip guided golf balls is complemented by your favorite food and beverage.
- Developers that participated in SCIP 2016A included KB Homes, DUC construction, DR Horton, Discovery Builders and Meritage. The issue financed a combination of public impact fees and improvements. While there have been non-rated bonds sold at lower rates for more developed property, these are some of the lowest rates we have ever seen of undeveloped land secured bonds.



Topgolf Facility (Now Open)
Roseville, California

SCIP 2016B

- SCIP 2016B, in an amount of $11,040,000, was sold the week of October 3rd at a 30 year interest rate of 4.37%. Despite adverse market conditions and heavy supply, the Bonds achieved a competitive rate for a non-rated undeveloped land-secured deal on a historic basis. The Bonds financed a combination of public impact fees and improvements.
- The bond issue consisted entirely of undeveloped residential projects located in the cities of Roseville, San Diego, Rocklin, Manteca and Fairfield. The projects located in San Diego and Manteca, Vista del Sur and Evans Estates respectively, have participated in prior SCIP bond issues and are good examples of how the program can be used to finance subdivisions or phases of a single project over time.
- Developers that participated in SCIP 2016B included John Mourier Construction, Tri Pointe Homes, Southview Development Partners and Development Solutions EE.

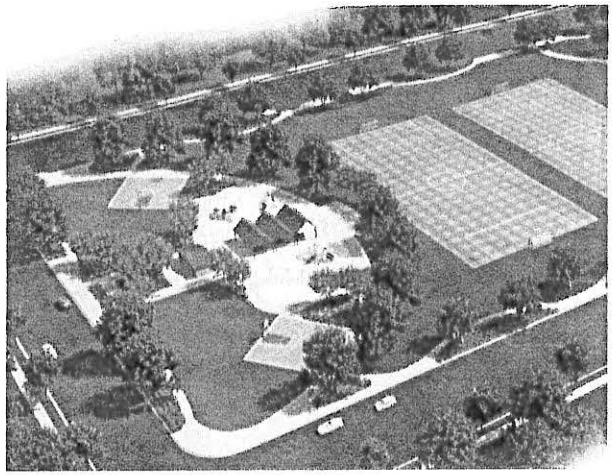


Foothills American Dream
Roseville, California

SCIP Stand-Alone Transactions

Special Tax Bonds, Series 2016A (University District)

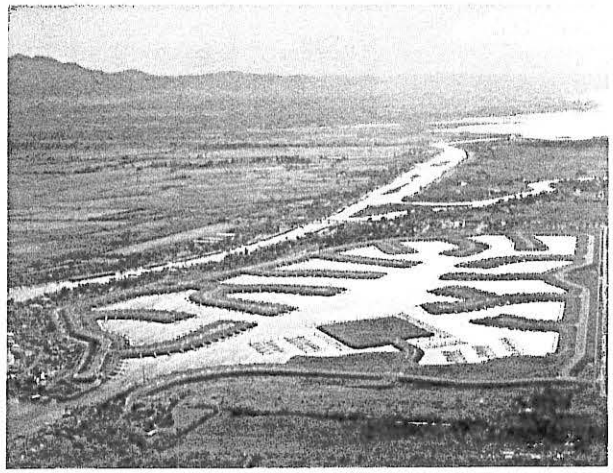
- SCIP 2016A, SCIP sold $11,275,000 of special tax bonds for the University District Project in Rohnert Park for Brookfield Homes.
- The 30 year bonds sold at a TIC of 4.34% and had a value to lien ratio of 5.8x.
- The rate was exceptional given the largely undeveloped status of the CFD, although 175 of the 399 lots in Phase I had just been were sold to merchant builders. They included Richmond America, KB Homes, and Signature, all of which were commencing construction of model homes.
- The site is located directly north of Sonoma State University within the City of Rohnert Park. The transaction financed public facilities fees which were used by the City to construct major city improvements. Phase I is planned for 399 units, the first of 1,454 units within University Park. The CFD is authorized to issue up to $50 MM in bonds.



University District (Rendition)
Rohnert Park, California

Special Tax Bonds, Series 2016A (Delta Coves)

- CFD No. 2016-02 (Delta Coves) sold $11,115,000 of Special Tax Bonds on November 16, 2016 at a 30 year interest rate of 5.20%.
- The Bonds were sold during the most turbulent period that the fixed income market has seen in years, with yields rising roughly 50 basis points between the sale and the election (the election being the cause of the spike in market volatility).
- Bond debt service was structured to increase at 2% annually, in lockstep with the tax inflator.
- The CFD comprises 310 acres of undeveloped property located on the California Delta in Bethel Island.
- This represents the first issue of bonded debt for the CFD, which is authorized to incur a not-to-exceed amount of $62 million between both improvement areas.



Delta Coves
Bethel Island, California

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MINUTES
CITY COUNCIL
BANNING, CALIFORNIA

01/24/17
SPECIAL MEETING

A special meeting of the Banning City Council was called to order by Mayor Moyer on January 24, 2017 at 4:00 p.m. at the Banning Civic Center Council Chambers, 99 E. Ramsey Street, Banning, California.

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

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: John C. Cotti, Interim City Attorney
Rochelle Clayton, Deputy City Manager/Administrative Services Dir.
Sonja De La Fuente, Executive Assistant/Deputy City Clerk
Marie A. Calderon, City Clerk

Mayor Moyer opened the item for public comments on the closed session items. There were none.

CLOSED SESSION

Interim City Attorney stated that there are five closed session items: 1) Conference with legal counsel regarding existing litigation pursuant to Government Code Section 54956.9 (d)(1): SoCal Environmental Justice Alliance v. City of Banning; 2) Conference with legal counsel anticipated litigation pursuant to paragraph (4) of Subdivision (d) of Government Code Section 54956.9 regarding Vanir; 3) Conference with legal counsel anticipated litigation pursuant to paragraph (4) of Subdivision (d) of Government Code Section 54956.9 regarding Banning Business Center; 4) Conference regarding labor negotiations pursuant to Government Code Section 54957.6 with designated representatives City Manager and Deputy City Manager with Employee Organizations: International Brotherhood of Electrical Workers (IBEW)-Utility Unit and General Unit, and Teamsters Local 1932; and 5) Personnel Matters pursuant to Government Code Section 54957: Continued Performance Evaluation of City Manager.

Meeting went into closed session at 4:02 p.m. and reconvened at 5:35 p.m.

ADJOURNMENT

By common consent the meeting adjourned at 5:35 p.m.

_____
Marie A. Calderon, City Clerk

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MINUTES
CITY COUNCIL
BANNING, CALIFORNIA

01/24/17
REGULAR MEETING

A regular meeting of the Banning City Council and a scheduled meeting of the Banning Utility Authority was called to order by Mayor Moyer on January 24, 2017 at 6:00 p.m.at the Banning Civic Center Council Chambers, 99 E. Ramsey Street, Banning, California.

COUNCIL MEMBERS PRESENT: Councilmember Andrade *(excused 8:43 p.m.)*
Councilmember Franklin
Councilmember Peterson
Councilmember Welch
Mayor Moyer

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: John C. Cotti, Interim City Attorney
Rochelle Clayton, Deputy City Manager/Administrative Services Dir.
Alex Diaz, Police Chief
Fred Mason, Electric Utility Director
Heidi Meraz, Community Services Director
Art Vela, Public Works Director
Ted Shove, Economic Development Manager
Philip Southard, Public Information Officer
Tim Chavez, Battalion Chief
Max Calder, Community Services Manager
Marie A. Calderon, City Clerk

The invocation was given by Police Chaplain Merle Malland. Councilmember Welch led the audience in the Pledge of Allegiance to the Flag.

REPORT ON CLOSED SESSION

Interim City Attorney stated that the Council did convene in closed session at 4:00 p.m. to discuss the five items listed on the closed session agenda: 1) Existing litigation in the case entitled SoCal Environmental Justice Alliance v. City of Banning; 2) Council discussed anticipated litigation in the case of Vanir under Government Code Section 54956.9; 3) Council also discussed anticipated litigation of the Banning Business Center under Government Code Section 54956.9; 4) Council gave direction to their labor negotiators pursuant to Government Code Section 54957.6; and 5) Council discussed briefly the performance evaluation of the City Manager and continued the item to Thursday, January 26. There were no reportable actions taken.

PRESENTATIONS:

1. Introduction of New Employees & Promotions
(Rochelle Clayton, Deputy City Manager/Administrative Services Director)

New Employees: Sol Ivette Avila, Dispatcher ; Roberto Jauregui, Police Officer ; Grace Santana, Utility Billing Representative ; Luis Cardenas, Senior Civil Engineer; Philip Southard, PIO; Sergio Madrigal, Water Service Worker; Robert Haft, Water Service Worker; Leon Schrader, Fleet Manager; Max Calder, Community Services Manager; Juan Picabea, Electric Services Worker; and Marycruz Rodriguez, Community Service Officer. Promotions: Lilly Mascorro, Senior Utility Billing Representative; Amber Rockwell, Utility Services Assistant; Cheryl Stafford, Accountant; and Phil Holder, Captain-Police Department.

2. Southern California Gas Company Update – Randon Lane, Public Affairs Manager

Mr. Lane gave some background information about So Cal Gas; how many miles of distribution, transmission, and gas lines that they operate and the territory that they cover. They are the largest natural gas provider in the United States with roughly 21 million customers and with about 6 million gas meters running anywhere from San Luis Obispo all the way down to the California-Mexican border and everything out to the Arizona border and is governed by the California Public Utilities Commission (PUC). They provided services to the city's residential and commercial businesses but when it comes to safety the PUC is the organization that basically gives them authority. They work closely with the police and fire departments to make sure they are working hand in hand with any incidents. He talked about the Pipeline Safety Act which is basically to inspect the pipes and do "class upgrades" and they have worked with the City out at the Banning Airport to basically inspect the pipe lines and do some "class upgrades" in areas to make the pipe thicker and they continue to work on the three pipe lines that run east/west in this area. He gave a quick update on the Aliso Canyon Storage Facility in the Santa Clarita area. He gave information about the "First Responder Briefing" and said he is currently trying to schedule a First Responder Briefing with the City. They continue to work with the City of Banning and every city within their service territory to make sure: 1) everyone is up-to-date on things that are going on within So Cal Gas; 2) to make sure that So Cal Gas is following the guidelines that both the federal and state government gives them; and 3) to go above and beyond to make sure that your citizens and customers are safe along with the City's employees, police and fire and So Cal Gas employees as well.

There was Council dialogue with Mr. Lane regarding possible rate increase in gas fees because of the Aliso Canyon incident, letters to customers regarding the need for insurance for gas lines, what he sees with the pipeline in the area for the future, earthquake protocol, installation of meters, and any rate requests before the PUC now or anticipated.

Mayor Moyer opened the item for public comments.

Dorothy Familetti-McLean said she read in the Press Enterprise today an article about natural gas and the supply saying to keep your thermostat at 68 or lower and it talked about how much natural gas we have. Is there a concern for us to worry about?

Mr. Lane said this goes in line with what he spoke about earlier of where the natural gas comes from. We have storage facilities here in California and they bring gas in from Texas and New Mexico and so what happens when there are cold waves on the east coast what you will find is a lot of gas pushed in that direction so we have to make sure that we are providing gas to our customers. What they never want to see is any of their customers losing gas and that won't

happen because of their storage facilities. This is one of the things that they do just like during the summer when Southern California Edison will have rolling blackouts. One of the things that they are asking right now because of the strong push of gas to the east coast is that everybody conserve as much as possible.

City Council

Councilmember Welch –

- The Veterans Expo held at the Beaumont Civic Center on Saturday was very successful. There were over 300 participants and there were people across the community that assisted in making this a success.
- The Chamber of Commerce had their installation of officers last Thursday and the hospital had their installation for their new board yesterday.
- A ribbon cutting was held about a week and a half ago for the new Brew Rebellion facility so go by and say welcome to the new owners who have come to our city.

Councilmember Andrade –

- She also attended the Veterans Expo and there were a lot of vendors and a lot of useful information. She would like to see it expanded and maybe we can alternate and have it in Banning at a larger facility so more people can attend. She said her son is a veteran and we can never give out too much information because a lot of them do not know where to go and how to go about getting certain services.
- She attended the League of California Cities in Sacramento where she learned quite a bit about the Brown Act and also received her certification for the Ethics course. She looks forward to learning more and working for the City.

Councilmember Franklin –

- She attended the Riverside County Transportation Commission and there was nothing to report pertaining to the City.
- This morning at 4:30 a.m. they started their "Point in Time Count" for the homeless. There were 9 volunteers and 5 people from the City who participated. She thanked Chief Diaz and staff for helping. So far they only counted about 25 to 27 people but will possibly continue the count on Friday.
- The Water Alliance meeting will be held tomorrow and the speaker will be from the Building Industry.

Mayor Moyer –

- He attended the Community Action Partnership Conference in Long Beach and a lot of good ideas came out of that conference which he intends to bring to the Council on Building Bridges and another practice called "My Brother's Keeper" to help bring our community together and talking. It is a program that is working great in other cities.
- He attended the League of California Cities with Councilmember Andrade. On Friday he attended a State Committee meeting for Environmental Quality and they discussed a lot of issues concerning water restrictions and whether they are going to be continued or not, and storm water retention.
- The Animal Control Meeting was cancelled last night because of the weather and it will be rescheduled.

- Thursday, January 26th at 11:00 a.m. there will be a ribbon cutting for our new warehouse building at the Corporate Yard, 176 E. Lincoln Street.

City Committee Reports – None

Report by City Attorney

- Interim City Attorney said there is a special agenda meeting notice out for this Thursday, January 26th and the item with regard to the presentation on the Brown Act and Robert's Rules of Order is going to be continued to a date in the future and a notice will be published when that date is set hopefully within the next two weeks.
- We have been sued by the SoCal Environmental Justice Alliance for the City's approval of the Rancho San Gorgonio Project. The administrative record has been prepared and that matter has been set for trial in July, 2017.

Report by City Manager: Report given by Deputy City Manager Rochelle Clayton

- Vanir - the City sent a demand letter back in September that gave them a 60-day period to respond extended to December 11, 2016 which demanded a reasonable explanation for default, provide a course of action, and commence to cure the default. Copies of that letter are available to the public and are available on the table in back of the Council Chamber.
- Banning Business Center – the City's outside special counsel has taken action to appoint a receiver which is currently in progress.
- Smith v. Hanna – a garnishment of wages has been served and is in progress so that the City can recover its money due.
- Flume Update – our position is that we have an adjudicated water right to divert the water and that we own a right-of-way granted by the Department of the Interior for most of the flume. We have requested a long-term permit for a portion of the flume not in the dedicated right-of-way, Burnt Canyon, and not a permit for the entirety of the project. We have been in constant discussion with FERC regarding the submittal of a Special Use Application. Wes Miliband of Stoel Rives has assisted us with the preparation of the basis for a settlement agreement and has participated in several legal meetings with FERC and USFS attorneys. He has prepared a letter which explains our legal standing related to water rights and easements and prepared and submitted the special use application package to FERC.

Councilmember Peterson said in regards to Smith v. Hanna has the wage garnishment been served on Diamond Hills and have they recovered any payments at all.

Deputy City Manager said it has been served and she has not seen the actual accounting of that but she will investigate further and report on that at the next meeting.

PUBLIC COMMENTS – *On Items Not on the Agenda*

Inge Schuler addressed the Council thanking them for answering her request for Miliband and the flume and she emphasized that we are still waiting after many years of her requesting it a forensic audit of the utility company. At this time she read her statement in regards to her issue with Mayor Moyer's comments at the last City Council Meeting to establish rules of conduct and decorum (see attached Exhibit "A").

Ruth Cannon, West Repplier Road addressed her comments to the City Manager stating that about a year ago she came before this panel and read a prepared statement regarding an attack by dogs belonging to Wesley Thomas of West Repplier Road and the wheels of justice have ground slowly. She has a court order from the proceedings that she testified in on behalf of the City of Banning detailing the experience she had which is still quite traumatizing to her and to other neighbors in the area. They feel like there are held prisoners in their houses and cannot walk safely in our own street because the City has not addressed this court order that says if the dogs are found to be at-large they will be impounded. It left it somewhat vague if the dogs are found at-large by whom. The neighbors on that street regularly report that the dogs are out and at-large and they will approach you, charge you and circle you. If you are walking down the street they have attacked other dogs and have caused injury and have injured another neighbor. She said that she would be willing to testify in any further proceedings which she hopes will go forward. She has the furious and implacable patience of water eroding limestone on this issue and will continue to be an irritant to the police department to get their attention on this matter and will encourage her neighbors to do the same. She understands that the City Manager has received the recommendation of Sgt. Fisher that they should re-engage Counsel to pursue this through the courts again to get Mr. Thomas declared an irresponsible dog owner and to get the dogs impounded by force of court order. She pointed out that if one court order did not suffice to get the dogs removed on January lst that the dogs in excess of his code-authorized allotment of three pets per lot in a low density residential area, what new hope is there for further legal proceedings. As she has stated she is patient and willing to see this prosecuted through an orderly and lawful process. However, his dogs don't have patient and dig out from under his fence all the time and the most recent incident has been just this weekend with the new neighbors who have a new puppy and she cannot see a long future for that puppy if those dogs get out. Also, she doesn't predict an injury-free childhood for their young children either. This is a festering hazard that has been allowed to go on for too long.

Councilmember Peterson said he remembers her from a year ago and her presentation at that time and it was overwhelming then and it is still overwhelming today. He went on patrol several weeks ago with one of the sergeants and they drove by Wesley's house and had the opportunity to talk to a few of neighbors about the animals and he understands that there has been a complaint and a report written and it has been delivered to the District Attorney for prosecution.

Cynthia Potter addressed the Council stating that she and her dog were attacked by all three Rottweilers. She has massive scares from her knee down to her ankle. Her shoe was completely torn off and her dog has had tubes put in her sides because of those vicious dogs. The ordinance says three dogs and he has five Rottweilers; they persistently get out. She is terrified to walk her dogs and doesn't know what to do. They want to walk their dogs but are not safe in their neighborhood. The Council needs to realize that we need to get rid of those dogs.

There was much further Council and staff dialogue and questions regarding this recent criminal case, possibly picking up these dogs, quarantine of the dogs, provision to declare the dogs vicious and removed, nuisance abatement, and response time from Beaumont.

Interim City Attorney said that this is an item that is not on the agenda and we have had substantial discussion about it and he recommended that we direct staff at this point and ask them to bring back a report.

There was further Council comments that this is an emergency issue and comments from the staff that there are other options through the courts to address this.

Mayor Moyer said that he would like this added as an amendment to the closed session meeting to be held on January 26th and come back with as much information as possible.

Cynthia Potter said she was reading this ordinance and it says that he is supposed to make sufficient fencing to maintain the dogs on the property which he still has not done. And if the dogs were out running at-large, animal control does not get here fast enough to get those dogs.

Councilmember Andrade addressed the City Attorney stating that she understands that this item is not on the agenda but since we opened it up for items not on the agenda if people bring certain things up, can we not engage in that conversation.

Interim City Attorney said you cannot take action on items that do not appear on your agenda. You can only briefly respond to comments that are made during public comment and you can direct staff to look into it further but you can't have a substantive discussion about an item that does not appear on your agenda and this would fall into this category.

Vanessa Villalobos, Outreach Specialist at Inland Behavioral Health Services at the Banning Family Community Health Center addressed the Council stating that they had two workers from the clinic volunteer for the "Point in Time Count" so they do try to keep active in the city and community. As part of the outreach team their goal is basically to build bridges between organizations, churches, and other entities which may motivate and promote and create an empowered community. The vision is to network with other community agencies to diminish hunger, homelessness, substance abuse, violence, and gang related activity in the community and also assist with many applications. She was also present at the Veterans Expo and it was a very good turnout and they actually had some patients and clients come up and ask for more information on insurance and receiving services.

Dorothy Familetti-McLean thanked the Council for the update on Vanir. She read from the letter dated December 2, where it states, "As stated in our previous letter Banning Office Venture must commence vertical construction activities within the 60-day cure period. If these required actions are not taken, the City may promptly pursue all available legal and equitable remedies." She asked if that 60-day cure period is over or when will it be over.

Interim City Attorney said that cure period is over and staff has not yet been directed to take formal action but the Council is working on it and he knows that Mr. Rock has had substantive discussions with Vanir and he was not here tonight to update the Council on those discussions but he knows he will in the future.

Ellen Carr, Tender Loving Critters Animal Rescue addressed the Council stating that Animal Action League Mobile Spay and Neuter Clinic will be here February 9th and 10th from 10 a.m. to 2 p.m. If you want to have your pet spayed or neutered, you have to have an appointment. The number to call is 760-366-1100. On the days that they are here they have a low-cost shot clinic. Most of the shots are $10, microchipping is $15. If your critter needs shots updated, this is a wonderful time to get them updated and you will save a lot of money.

David Ellis addressed the Council stating what he has here is a very disturbing publication by the Banning Informer that states that on 1/20/17 leaked emails from the email account of controversial City Manager Michael Rock show what Record Gazette columnist Gail Paparian really thinks of anyone who dares to criticize city hall – "rats". The email shows that Paparian, a Sun Lakes resident, seems extremely cozy with City Manager Michael Rock. One could even argue that the duo is in bed together which would make this relationship appear even more troubling. Instead of asking tough questions the emails leave the impression of Paparian having an agenda to unconditionally protect Rock no matter what it takes. Mr. Ellis continued to read the article from the Banning Informer regarding the various leaked emails. In conclusion the article said to any reasonable observer the leaked emails provide evidence of the fact that collusion between government and the press is by no means limited to Washington, D.C. The evidence suggests that even in a small town like Banning there are paid key operatives whose sole mission is to vigorously protect powerful special interests. The article continued to say that Gail Paparian, this sleazy gatekeeper of everything that is corrupt in Banning, has finally unmasked herself and she is a corrosive force that if not eradicated, will foster even more corruption and decay in this troubled City. How much long will this oxygen sniffing Sun Lakes elitist be allow to insult our hard working citizens. With that being said he would strongly recommend that we consider boycotting the paper. They personally refused to take over $8,000 from his PAC four years ago for campaigning and he has issues with them. He thanked Mayor Moyer for talking about considering and possibly catching some of the rainwater.

Jerry Westholder addressed the Council stating that he was very concerned still about when we are going to a forensic audit of our utility company. He has been contacted by residents this month that we are charged for 35 days instead of 29 days. This puts them in the third tier which charges them almost triple for their utility rates; highly unethical. He is really beginning to doubt the sincerity of this Council to care for its citizens when it cannot deal with the utility rates of this small community. He have the highest rates in the state. He doesn't know about other residents but he was double-billed this month. If nothing else, the second bills postage, if we are doing that quite a bit, is going to rack up some money and he is very, very concerned about that and he would like it addressed. On another note, he thanked Mr. Peterson for reading the Brown Act last week and reminding us of our rights. He takes issue also with Mr. Moyer's comments last week. The City Council's Manual of Procedures, Enforcement of Decorum, Item 10.4 (c), bullet point three says, "Criticisms of public officials or staff during a time reserved for public comment that does not otherwise violate Council procedures and does not disrupt the meeting"; we have the right to. As one that has been lectured from the dais from Mr. Moyer many times when he has never been allowed to personally respond to and his character has been called into question without rebuttal, he is personally offended. As far as he knows he is still a member of good standing in this community and he finds that very, very unprofessional. This is a public forum where we as the citizens of this community have the right to criticize, the right to question, and have the right to bring to attention things that are very, very important.

Councilmember Peterson said earlier in the City Manager's briefing there was a question as to the payment of Jim Smith and obviously Mr. Smith is watching the meeting at home sent him a text message and would like for him to make a public comment. He remarks, "The garnishment letter was dated December 5, 2016 and required to comply within ten days. The first check was December 19th, the second check was January 6th, the third check was January 20th and so far to date his deductions payable to the City has been $1,752.52. He also reiterated that he is glad to be on a path to paying the debt".

Councilmember Peterson said earlier he had made a statement that this dog thing was an emergency so can we not make an emergency motion and have this added to tonight's agenda.

Interim City Attorney said yes but it has to be a grave emergency to the community as a whole. It can't be an injury of the type that we heard tonight.

Mayor Moyer and Councilmember Peterson said it was a grave emergency to an entire neighborhood.

Interim City Attorney said that is understood. He would recommend that it be brought back to the closed session on Thursday so that they can provide a full briefing. As to the legal issues he doesn't think that he has heard tonight enough to justify an emergency motion to add something to the agenda that was not on the agenda.

There was some further Council comments about this being an emergency. Mayor Moyer declared this an emergency.

Interim City Attorney said that it is his understanding, and this is an issue that he is hearing for the first time tonight, that there has been a criminal case filed under the City's ordinance to declare the dogs a public nuisance; criminally. We can initiate a civil action to declare the dogs a public nuisance under the ordinance as well. As part of that civil action we can pursue orders from the court to require the removal of the dogs for a violation of the ordinance to declare them vicious or dangerous and again he doesn't know the dogs, the circumstances surrounding this and it is difficult for him to say but they can get an order that the dogs are dangerous and vicious and order their destruction. There are a number of avenues that we can take to secure the dogs on the property, get them removed by animal control and even get them destroyed if the facts warrant. He just doesn't have enough facts as he sits here today to know which avenue we can take. He knows criminal action has been filed and again, he is happy to pursue a civil action to force the removal of the dogs to the extent that they are not in compliance with the Banning Municipal Code.

Councilmember Peterson asked if we declare them tonight, under an emergency motion, declare the dogs as a nuisance, is there any way we can go arrest the dogs.

Interim City Attorney said not without a court order, not without a formal declaration of public nuisance after giving the dog owner due process. Notice of an opportunity to be heard as to whether or not he is in violation of the Banning Municipal Code.

Councilmember Andrade said although she agrees that it is an emergency she believes the Chief said that there are aspects to this that we need to hear him out first in closed session before we can move on to anything else.

Mayor Moyer asked if it was illegal for us to put a "professional trapper" or something to that effect that sits right there and when those dogs get out then get them when they are still out so we don't have to wait on Beaumont to come and do it.

Interim City Attorney said he would suggest that we contact the Beaumont Animal Control and alert them to the issue and make sure that they are outside this property ready to trap these dogs if they escape. You contract with Beaumont for your animal control services and you are entitled to good service and if they are not providing good service: 1) we need to look at that contract; and 2) demand that they come out and take care of the dogs.

Chief Diaz said without going into detail Sgt. Fisher is printing out a memo that they received that is an alternative that we can use today. But you would have to look at the memo and he cannot discuss it in public.

CORRESPONDENCE: None

APPOINTMENTS

1. Southern California Association of Governments (SCAG) Appointment of Delegate and Alternate Representative to the SCAG 2017 Regional Conference and General Assembly – May 4-5, Palm Desert, CA.

Motion Franklin/Peterson that Mayor George Moyer be the City delegate to the conference. Motion carried, all in favor.

Motion Moyer/Peterson that Councilmember Debbie Franklin be the alternate. Motion carried, all in favor.

2. Park and Recreation Commission Appointments

Motion Franklin to move the recommendation.

Councilmember Peterson asked don't we have two applicants for that position now and what is a matter with not appointing those two people. Are they unqualified for the position?

Councilmember Franklin restated her motion to re-appoint Richard Sanchez and Annell Elmore to the Park and Recreation Commission with terms ending 1/18/21. Motion seconded by Councilmember Peterson.

Councilmember Andrade said since this is a committee shouldn't people submit an application for the people to look at. She asked how come the applications were not attached to the agenda.

Mayor Moyer said he believes that most of the Council feels that Mr. Sanchez and Ms. Elmore have done a decent job and that is why they were being re-appointed but there was no decision ever made on the other two vacant positions.

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

Motion carried, all in favor.

Mayor Moyer said the second part is to re-advertise for the two vacant positions.

Councilmember Peterson said he doesn't think it should be re-advertised. There was already a discussion about the two applicants and one of the applicants nobody wanted to make an appointment of although highly qualified was because he was the one that launched the investigation against the City Manager on election tampering. But now that that has all been cleared and over with then he sees no reason why we shouldn't go forward with those appointments. The applicants were Alberto Jasso and Katrina Cline.

Mayor Moyer said that Councilmember Andrade would like to see the applications so we can have staff bring this back with those two applications to the next meeting. We need to ask them if they are still interested.

CONSENT ITEMS

Consent Item No. 6 pulled by Councilmember Peterson for discussion.

1. Approval of Minutes – Special Meeting – 01/04/17 *(Study Session)*

Recommendation: That the minutes of the special meeting of January 4, 2017 be approved.

2. Approval of Minutes – Special Meeting – 01/10/17 *(Study Session)*

Recommendation: That the minutes of the special meeting of January 10, 2017 be approved.

3. Approval of Minutes – Special Meeting – 01/10/17 *(Closed)*

Recommendation: That the minutes of the special meeting of January 10, 2017 be approved.

4. Approval of Minutes – Regular Meeting – 01/10/17

Recommendation: That the minutes of the regular meeting of January 10, 2017 be approved.

5. Approval of Accounts Payable and Payroll Warrants for Month of August 2016.

Recommendation: That the City Council review and ratify the following reports per the California Government Code.

7. Resolution 2017-04, Authorizing the Acceptance of the 2017 Supplemental Law Enforcement Services Allocation in the Amount of $100,000 and Authorizing the Banning Police Department to Use the Funds Towards the Purchase of Law Enforcement Related Equipment, Services, and Supplies.

Recommendation: That the City Council adopt Resolution 2017-04, authorizing the acceptance of the 2017 SLESA in the amount of $100,000 and authorize the Banning Police Department to apply the funds towards the purchase of front line law enforcement related equipment, services, and supplies.

8. Resolution 2017-10, Authorizing the City Manager or his Designee to Execute for and on Behalf of the City of Banning any necessary documents required to obtain funds

available from California Office of Emergency Services for safety and security upgrades to offices and facilities used by the City Transit Department.

Recommendation: The City Council adopt Resolution 2017-10, authorizing the City Manager to execute for and on behalf of the City of Banning any actions necessary for the purpose of obtaining financial assistance for FY 2014/15 and 2015/16 as provided by the California Governor's Office of Emergency Services through the California Transit Security Grant Program (CTSGP).

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

Motion Franklin/Peterson to approve Consent Items 1 through 5, 7, and 8. Motion carried, all in favor.

6. Receive and File List of Contracts Approved Under the City Manager's Signature Authority.

Councilmember Peterson said on this list of Contracts for Approval is the Aragon Geotechnical contract which is the mining report from 2016 regarding Robertson's Mine. The report is done and out and he wanted to know why the Council has not received a copy of this report.

Deputy City Manager said that she will look into and she will at least email what the status is and if we have the report, she will email it to the Council.

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

Motion Franklin/Peterson to approved Consent Item No. 6 to receive and file the list of contracts approved under the City Manager's signature authority of $25,000 or less. Mayor Moyer opened the item for public comments; there were none. **Motion carried, all in favor.**

REPORTS OF OFFICERS

1. Discuss and Consider Adopting Resolution 2017-13, Awarding a Professional Services Agreement to BOA Architecture of Long Beach, CA for Design of Improvements to the Community Center Facilities in the Amount of $29,400 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 dialogue between the Council and Director Vela in regards to approval of the architects for all of this being done at the last Council meeting, timeline for this contract with BOA, timeline for Holt Architects, replacement of the floor in the gym, and storage area.

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

Motion Peterson/Franklin that the City Council: 1) adopt Resolution 2017-13, Awarding a Professional Services Agreement to BOA Architecture of Long Beach, CA in the amount of $29,400 for Design Improvements to the Community Center Facilities and approving a

10% Contingency for a total project budget of $32,340; 2) Authorize the City Manager or his designee to make necessary budget adjustments, appropriations and transfers and approve change orders within the 10% contingency; and 3) Authorize the City Manager to execute the Professional Services agreement with BOA Architecture of Long Beach, CA in the amount of $29,400. Motion carried, all in favor.

2. Discuss and Consider Appropriating Funds for a Volunteer Recognition Dinner to be Held May 6, 2017.
(Staff Report – Heidi Meraz, Community Services Director)

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

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

Motion Welch/Franklin that the City Council approve an appropriation of $5,000 from the Community Promotion account to fund a Volunteer Recognition Dinner to recognize those who have dedicated their time and services to the City of Banning during the calendar year of 2016. Motion carried, all in favor.

3. Discuss and Consider Adopting Resolution 2017-12, Approving the Designation of "Signature Event" for the Annual Disaster Survival Expo and Authorizing the Funding for the event from the Community Promotion Account.
(Staff Report – Heidi Meraz, Community Services Director)

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

There was some Council dialogue in regards to whose event is this and why make it a City event.

Mayor Moyer opened the item for public comments.

David Finn, resident addressed the Council stating he was here for the San Gorgonio Pass Water Agency but he met Debbie Franklin eight years ago. He is a member of the Church of Jesus Christ of Latter-Day Saints and they were one of the volunteers for this event. He had the assignment for emergency preparedness and it was a wonderful event that members of the entire San Gorgonio Pass were invited and welcomed to that event. He said he thinks that Yucaipa does a little bit on this, the City of Beaumont doesn't do a whole lot and in his church organization which represents 3,000 to 4,000 members in the Pass Area assignments change hands. He is now working with the youth so having a signature event with the City will give some stability to the program and it will continue to grow and if Banning is willing to set that example, he thinks other cities will follow as well.

Motion Welch/Franklin that the City Council adopt Resolution 2017-12, approving the designation of "Signature Event" to the Annul Disaster Survival Expo as a signature event for the City with a yearly contribution of $5,000 for the production of the Exposition. Motion carried, all in favor.

Councilmember Franklin said the day for this event is April 29 and will be held here at city hall. A more detailed report will be coming out in the next couple of weeks but they have secured Dr.

Lucy Jones to be the Keynote Speaker and a gentleman from the California Earthquake Authority to be the opening speaker. They try to make sure that as much of the event as possible is paid for through donations so they do look for sponsorships and will only go to the City for funding when they don't have enough through their own efforts for sponsorships.

4. Discuss and Consider Resolution 2017-01, Awarding the Construction Contract for IFB No. C00143 Project 2016-04EL, Installation of a Warehouse Security System and Rejecting All Other Bids.
(Staff Report – Fred Mason, Electric Utility Director)

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

Councilmember Peterson said in doing an extensive research on the equipment because he had Brandon Robinson send him a list of all the equipment and the specifications, etc. and with the bids that he saw $1,500 for the camera, the camera was on EBay or on Amazon or other sites for half the cost. He understands what the contractor is saying he is paying $750.00 for this and probably getting it lower and double the cost this is what it retails for installed or whatever. He said he went through this whole system and he can show you his camera which is on his house now. He described all of the features and said he paid $150 for each of them. He said there is $25,000 for an NVR and he doesn't know why it cost that much. He has a 12TB NVR that he paid less than $2,000. In regards to Mortise Locks he sees $1,500 times 7 and you can buy a Mortise Lock at Walmart, Home Depot and the highest price for a Mortise Lock that he found is $300 but yet we are paying $1,300 and he understands that it is probably installed as well but it doesn't take much to install those if it is going to be wired. The other thing that he doesn't understand along with the cost of each one of these items is that you are an electrical department and being an electrical department he would think that we would have employees that could pull wire, lay and bend conduit, put connectors on conduit, mount a junction box and run that cable and attach the camera to the junction box to the outside of the building. He doesn't understand why we are not buying this equipment through at a wholesale cost to the City and having our personnel put it in. He had 9 cameras installed on his house and he described all of the equipment but the cost factor was less than $6,000 for everything. He doesn't understand $100,000 for 14 cameras, 7 Mortise Locks, and some key pads. He cannot justify $100,000. If we have that much money, let's give it back to the people.

Director Mason said as far as the cost they have been out to bid three times now and you can see where the bids came in at so clearly the cost is what the cost is. One thing that we have to remember is that we do have to pay prevailing wage by law.

There was much further dialogue between Council and staff in regards to use of our own journeyman electricians, apprentice electricians, and our expert IT staff being utilized to put in this equipment and do programming. This is costing too much money for 14 cameras, 7 locks and a couple of key pads. There was some further comments in regards to this costing more money every time we go out to bid. Also questions on who recommended the equipment and the kind of equipment to be purchased.

Mayor Moyer opened the item for public comments.

Gary Hironimus addressed the Council stating that he didn't know if this bid was good, bad or indifferent. He does know that there have been multiple bids and they are all close to the same amount. He works for City of Riverside Public Utilities Electric and the suggestion that we have electricians that can run the wiring doesn't apply. Just like Electric their powerline technicians don't do that. They work on outside lines, 4,000 volts to 12,000 volts; they do not do inside wiring; that is a completely different ballgame. Powerline technicians are not qualified or licensed to do that so there is that issue. As far as cameras we all know that if we are having a contractor install it, the markup is going to be at least 100% on equipment. He is not saying that the cameras are not over-priced but again as far as our personnel doing it, it is not an issue. The City of Riverside is a much bigger department and they wouldn't have the personnel to do it either.

David Ellis addressed the Council stating that he noted Tuesday's agenda has the subject of Economic Manager on it. He hopes the right person is found as Banning is full of unused assets. Here is a gentleman that runs a security company and is very well versed in security and cameras and he is trying to tell you all something. He said he put a system in with 8 cameras and it cost him under $1000 but he was able to plug it in and put the screws in and get it done. Many times we have had people come up and we have had professionals give us advice and it seems that for some reason we turn our back on them. So maybe you need to take heed to what Councilman Peterson is saying being a business owner of a security company, being very familiar with security cameras and just putting a complete system in his home. You need to be prudent with our money. We don't have a lot or maybe we have too much. But when he reads stuff like this from Gail Paparian saying that the City has a lot of unused resources and things it scares him when he sits and listens to something like this.

Ellen Carr addressed the Council stating that she doesn't really know that much about electricity, etc. but don't we have a local contractor in town that could do this cheaply instead of paying almost $100,000. When she looks at the phone book and there are pages and pages of electricians. When the big tree visited fell in her yard in December an electrician came out and it didn't cost an arm and a leg; just a suggestion.

There was Council and staff discussion in regards to who fixes broken outlets at city hall or the city yard, the Building Maintenance Specialist, and the use of on-call electrical contractors.

Councilmember Peterson said we need to lessen the cost. Maybe you have to take a re-look at the equipment and maybe push this item out one more meeting.

Motion Franklin/Welch to approve staff recommendations.

Councilmember Andrade said she would like to know the reason why Councilmember Peterson wants this item moved to another meeting.

Councilmember Peterson said that he would like to be able to speak to Captain Holder, the police department, the people at the police department and ask them about this equipment and how it matches up with theirs and what the cost factor was with them. The cost to him is just too much.

Chief Diaz said when we originally purchased the system a few years back and we had an understanding that the software itself is proprietary. The company sells the software program

and then there are certain camera systems that are compatible with that system itself. We have to understand that we purchased this system five or six years ago so this system is pretty much obsolete. So if we were to replace cameras, we either have to recycle the cameras that we currently have, look for parts, or upgrade to a better camera system. There are more than likely other camera systems out there that are compatible with the proprietary system but he wouldn't even want to estimate if there would be something cheaper or more expensive.

Councilmember Andrade asked if we can buy the equipment ourselves and then have a contractor install it. Director Mason said that they would have to go out to bid again.

Motion failed with Councilmembers Welch and Franklin yes; Councilmembers Andrade, Moyer and Peterson voting no.

Councilmember Franklin asked what does the Council wants staff to do at this point.

There was some further Council and staff dialogue in regards to the prices being too high for the NVR and cameras, bringing the cost of the equipment down, cost comparisons, cost to go out to bid again, sitting down with vendor to lower the cost and relook at the equipment.

Mayor Moyer asked the City Attorney can't we just take the low bidder and negotiate with them without going totally back out to bid. Interim City Attorney said yes.

Director Mason said basically the Council wants staff to re-evaluate the specifications for the camera equipment with the low bidder to get a comparable, compatible camera that cost less. Mayor Moyer said yes.

Additional motion Franklin/Peterson that the Council accept the lowest bidder but we ask that staff is able to negotiate for a change of equipment on the cameras and NVR and that staff will then let the Council know what they came up with.

There was some further Council and staff dialogue in regards to the bid including any kind charges such as the contractor's guarantee on the work.

Motion carried, all in favor.

Meeting RECESSED at 8:43 p.m. and RECONVENED at 8:51 p.m. Mayor Moyer said that Councilmember Andrade is not feeling well and has been excused.

5. Discuss and Consider an ordinance authorizing the Banning City Council to allow permit parking on the San Gorgonio Overpass.
(Staff Report – Alex Diaz, Chief of Police)

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

Mayor Moyer opened the item for public comments.

David Ellis addressed the Council stating that this has been an on-going issue for four years and he doesn't even know why we are talking about this. Why do we have speeding laws, why do

we have drinking laws, why do we stop at stop signs, why do we go down the street at 25 mph in a school zone; because it is the law. Section 22500 wasn't written to penalize Banning and it wasn't written to penalize the boys that want to play with their fire trucks. Section 22500 was written for the safety of people traveling under the bridge and over the bridge. He feels that the Council as a group does not have the authority to put the liability on every person in this town if something happens to that bridge because you defied the law. A true patriot would never park illegally on that bridge. A patriot will hold a flag but a true patriot doesn't break the law. He doesn't even know why they are discussing this tonight; it is cut and dry. He would strongly advise that you follow the law tonight and not take it into your own hands and become rogue because you are putting a lot of lives at jeopardy if something happens.

Motion Franklin/Peterson that the San Gorgonio Overpass be marked red, no parking. Motion carried, all in favor with Councilmember Andrade absent.

6. Discuss Changing the Commencement Time of All Regular City Council Meetings from 6:00 p.m. to 5:00 p.m., and if Council desires such, adopt Resolution 2017-14, Changing the Commencement Time for All Regular Council Meetings from 6:00 p.m. to 5:00 p.m. and Repeal Resolution No. 2016-36.
(Staff Report – Rochelle Clayton, Deputy City Manager)

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

Councilmember Peterson said he made the recommendation that we move the time back to 5 p.m. and originally he made the motion to move it to 6 p.m. because there were members of the public that wanted to come to the meetings and they didn't get off work until 5 p.m. and it was hard for them to get here by 6 p.m. Seeing that it is pretty much the same people coming at 5 or 6 p.m. he thinks it would be better to go back to 5 p.m. and not extend the Council and staff into the later hour.

Mayor Moyer opened the item for public comments.

Gary Hironimus addressed the Council stating that he was thrilled when the Council moved it to 6 p.m. and he is sure he was not the only one. There was a need and a desire for that change and it allowed them to do so without creating hardship. He doesn't always attend meetings. When meetings were at 5 p.m. he didn't always attend and now when they are at 6 p.m. he doesn't always attend but he does read every agenda and he does attend when it is necessary when he feels he has something productive to say or maybe even something negative to attack the Council on. The point is he only has a certain amount of vacation time and in order for him to come here at 5 p.m. he has to take vacation time. Many of the Council are retired and most of us in the community are not and work full time which is typically 8 to 5. He does commute from Riverside and he was still late tonight because there was an accident in the Badlands. The Council does have a mechanism in place if it goes too late to stop and push things out to another meeting if needed. It is only two times a month that you have to stay up late so changing this back to 5 p.m. tells him, in his mind, and tells your constituents that you really don't care to see them here and you really don't care to hear them and you would prefer to do your public job out of sight of the public. Right or wrong, that is the impression that you give. That is what you are telling your voters that you do not want them to disturb your work. Doing your job in front the members that

wish to participate should be welcomed and not discouraged in any way. He is here to ask the Council, even though he is not here at every meeting, to keep the meetings at 6 p.m.

Motion Peterson/Welch to change the commencement time of all Regular City Council meetings from 6:00 p.m. to 5:00 p.m. and in accordance with Banning Municipal Code Chapter 2.04, Section 2.04.010, adopt Resolution 2017-14, setting the time and repeal Resolution 2016-36. Motion carried with Councilmember Franklin voting no; Councilmember Andrade absent.

BANNING UTILITY AUTHORITY

REPORTS OF OFFICERS

1. Discuss and Consider Adopting Resolution 2016-18 UA, Approving an Amendment to the Contract with Willdan Financial Services for the 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 some Council and staff dialogue regarding concerns if things change with Chromium-6, when will the rate study be received, what have we received for $60,000, can we give them a deadline to get the information to the City, why isn't Willdan here, and why is there no progress report.

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

Motion Franklin/Peterson to continue this until we are able to find out about a written report. Motion carried, all in favor with Councilmember Andrade absent.

BANNING FINANCING AUTHORITIY (BFA) - no meeting.

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

ITEMS FOR FUTURE AGENDAS

New items:

Councilmember Franklin said this is not a pending item but would like Council concurrence in having the information we keep getting on the animals from Ellen Carr added to our social media to remind people why it is so important for animal services.

Councilmember Peterson asked for a moment of silence for long-time resident George Nordquist who passed away Friday night. Everybody knows that he owns Mountain Air Estates, the big

trailer park, and some homes behind that on Mountain and Wilson and his wife is a Dysart and also a long-time resident of Banning.

Pending Items – City Council

1. Zoning Amendment to General Plan – allow for community gardens.
2. Join other agencies to challenge the State in regard to Chromium-6 water issue.
3. Attraction of professional firms through economic development to locate in Banning.
4. Schedule Strategic Goal Planning Workshop

ADJOURNMENT

Mayor Moyer asked for a moment of silence in memory of George Nordquist and closed the meeting in his memory.

By common consent the meeting adjourned at 9:25 p.m.

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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.

Received 1/24/17

Inge Schuler
Banning, CA

Address to Banning City Council 24th January 2017

As a long time, card carrying member of the ACLU (American Civil Liberties Union), I must take issue with Mayor Moyer's comments at the last Banning City Council meeting on 10th January 2017. He tried to establish rules of conduct and decorum – whatever that is – that demonstrated clearly his misunderstanding of the 1st Amendment of the US Constitution.
Ted Boutrous Jr is a 1st Amendment lawyer who has delineated the 1st Amendment values to our democracy. Implied in our mayor's comments was that the people who use this forum of a city council meeting for public comment should not criticize excessively – whatever that means – the elected powers sitting on the dais.
The famous 1st Amendment libel case *New York Times vs Sullivan* affirmed that our democracy is built on the freedom to engage in caustic, vicious debate to get to the right place. It is not a one way street.
The public has been previously demeaned and denigrated by our previous narcissistic Mayor Welch who has attacked them not for the facts but for who they are. You on the dais cannot keep using threats, however veiled, and intimidation tactics to silence your constituents, aided and abetted by the local partial press. The rarefied view from the enclave Sun Lakes has encouraged Bob Botts, a former mayor, to label Banning "Hicktown" and Gail Paparian who, using the Nazi propaganda playbook against the Jews, refers to us inhabitants of Banning repeatedly as rats. That is truly a tactic of demeaning and intimidating.
Please, revisit the 1st Amendment text and its enlightened view.

Exhibit "A"

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A special meeting of the Banning City Council was called to order by Mayor Moyer on January 26, 2017 at 12:24 p.m. at the Banning Civic Center Large Conference Room, 99 E. Ramsey Street, Banning, California.

COUNCIL MEMBERS PRESENT: Councilmember Franklin
Councilmember Peterson *(arrived: 12:27 p.m.)*
Councilmember Welch
Mayor Moyer

COUNCIL MEMBERS ABSENT: Councilmember Andrade

OTHERS PRESENT: Michael Rock, City Manager
John C. Cotti, Interim City Attorney
Rochelle Clayton, Deputy City Manager/Administrative Services Dir.
Sonja De La Fuente, Executive Assistant/Deputy City Clerk
Marie A. Calderon, City Clerk

Before the special City Council Meeting was held there was a ribbon cutting for the City of Banning Corporate Yard New Warehouse Building located at 176 E. Lincoln Street.

REPORTS

1. Discuss and Consider the Creation of a Community Town Hall Meeting
(Staff Report – Philip Southard, Public Information Officer)

Mr. Southard gave the staff report on this item as contained in the agenda packet.

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

Motion Franklin/Welch to approve the creation of a town hall meeting to provide the citizens of Banning an opportunity to share their thoughts and opinions with city officials on issues of importance to the community. Motion carried, all in favor.

CLOSED SESSION

Mayor Moyer opened the item for public comments on the closed session items; there were none.

Interim City Attorney stated that the closed session items are: Personnel Matters pursuant to Government Code Section 54957: Continued - City Manager – Performance Evaluation; and Personnel Matters pursuant to Government Code Section 54957: Public Employee discipline, dismissal, release.

Meeting went into closed session at 12:28 p.m. and reconvened at 2:09 p.m. with no reportable action taken.

ADJOURNMENT

By common consent the meeting adjourned at 5:35 p.m.

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Marie A. Calderon, City Clerk

CITY OF BANNING
CITY COUNCIL REPORT

TO: **CITY COUNCIL**

FROM: **Michael Rock, City Manager**

PREPARED BY: **Rochelle Clayton, Deputy City Manager**

MEETING DATE: **February 14, 2017**

SUBJECT: **Approval and Ratification of Accounts Payable and Payroll Warrants Issued in the Month of September 2016**

RECOMMENDATION:

That City Council review and ratify the warrants for period ending **September 30, 2016**, per California Government Code Section 37208.

WARRANT REGISTERS:

Accounts Payable Registers

September 1, 2016	Check #156066 – 156146	$216,450.79
September 1, 2016	VOID Check #155799 (issued 8/18/16)	(73.50)
September 8, 2016	Check #156147 – 156214	362,221.63
September 15, 2016	Check #156215 – 156317	384,717.43
September 15, 2016	VOID Check #156035 (issued 8/25/16)	(23.00)
September 22, 2016	Check #156318 – 156431	865,619.91
September 29, 2016	Check #156432 – 156509	369,650.62
September 1-30, 2016	Wire #923; ACH #9005887 – 9005900	3,264,773.45

Payroll Registers

September 2, 2016	Check #10575 – 10602	$6,597.99
September 16, 2016	Check #10603 – 10626	6,028.52
September 30, 2016	Check #10627 – 10644	3,905.27

Payroll Direct Deposits*

September 2, 2016	Check #10575 – 10602	$284,374.06
September 16, 2016	Check #10603 – 10626	322,574.79
September 30, 2016	Check #10627 – 10644	357,813.94

**Included in the ACH transactions, payable to Wells Fargo*

If you have any questions, please contact the Finance Department so that additional detailed information can be provided to you.

Approved by:

for M. Rock

Michael Rock
City Manager

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DATE CLEARED	BANK CODE	STATUS	ORIGINAL AMOUNT
156066	2073	A-Z BUS SALES, INC. (COLTON)	09/01/2016	455.48		00	OUTSTANDING	
156067	4781	ADVANCE WORKPLACE STRATEGIES I	09/01/2016	52.00		00	OUTSTANDING	
156068	6917	AETNA LIFE INSURANCE	09/01/2016	61,464.94		00	OUTSTANDING	
156069	99001	AGUILAR, VICENTA J	09/01/2016	61.76		00	OUTSTANDING	
156070	4956	AIR & HOSE SOURCE INC	09/01/2016	13.31		00	OUTSTANDING	
156071	2298	ALTURA CREDIT UNION	09/01/2016	1,110.00		00	OUTSTANDING	
156072	5060	AMSOIL INC	09/01/2016	410.76		00	OUTSTANDING	
156073	6456	ARROW STAFFING SERVICE	09/01/2016	983.88		00	OUTSTANDING	
156074	4816	AT&T	09/01/2016	378.42		00	OUTSTANDING	
156075	6774	BABCOCK LABORATORIES, INC	09/01/2016	1,178.00		00	OUTSTANDING	
156076	6312	BATTERY SYSTEMS, INC	09/01/2016	236.35		00	OUTSTANDING	
156077	6091	BEAUMONT DO IT BEST HOME CENTE	09/01/2016	185.51		00	OUTSTANDING	
156078	3471	CITY OF BEAUMONT	09/01/2016	2,928.54		00	OUTSTANDING	
156079	99001	BEHAVIOR ANALYSIS TRAINING INS	09/01/2016	481.00		00	OUTSTANDING	
156080	2051	BIO-TOX LABORATORIES	09/01/2016	1,800.50		00	OUTSTANDING	
156081	6537	REBECCA CASTRO	09/01/2016	97.02		00	OUTSTANDING	
156082	1010	CHEVRON AND TEXACO BUSINESS	09/01/2016	78.62		00	OUTSTANDING	
156083	2232	THE COUNSELING TEAM INTERNATIO	09/01/2016	700.00		00	OUTSTANDING	
156084	6098	SONJA DE LA FUENTE	09/01/2016	28.00		00	OUTSTANDING	
156085	6424	DOLLAR TREE STORES	09/01/2016	180.00		00	OUTSTANDING	
156086	99001	DOUBLE TREE - PLEASONTON	09/01/2016	619.49		00	OUTSTANDING	
156087	99001	FABER, ROBIN H	09/01/2016	14.96		00	OUTSTANDING	
156088	1081	FERRELLGAS	09/01/2016	221.31		00	OUTSTANDING	
156089	7053	FRONTIER COMMUNICATIONS	09/01/2016	933.79		00	OUTSTANDING	
156090	1375	THE GAS COMPANY	09/01/2016	702.94		00	OUTSTANDING	
156091	7094	NATASHA GREEN	09/01/2016	14.00		00	OUTSTANDING	
156092	99001	HOUHMAND, MANNY	09/01/2016	35.24		00	OUTSTANDING	
156093	5217	IBEW LOCAL 47 RETIREE MEDICAL	09/01/2016	2,004.30		00	OUTSTANDING	
156094	2297	VANTAGEPOINT TRANSFER AGENTS-3	09/01/2016	1,777.41		00	OUTSTANDING	
156095	6490	INFOSEND, INC	09/01/2016	7,743.08		00	OUTSTANDING	
156096	6624	INNOVATIVE FEDERAL STRATEGIES	09/01/2016	3,500.00		00	OUTSTANDING	
156097	7063	JENKINS & HOGIN, LLP	09/01/2016	2,820.00		00	OUTSTANDING	
156098	1168	JOBS AVAILABLE INC.	09/01/2016	1,033.50		00	OUTSTANDING	
156099	255	JOHNSON POWER SYSTEMS	09/01/2016	800.00		00	OUTSTANDING	
156100	5930	PATRICK KELLY	09/01/2016	120.00		00	OUTSTANDING	
156101	5213	ELIZABETH KESTER	09/01/2016	189.00		00	OUTSTANDING	
156102	7087	GER KUE	09/01/2016	14.00		00	OUTSTANDING	
156103	6778	ANGIE LAM	09/01/2016	318.96		00	OUTSTANDING	
156104	99001	LARA, ALFREDO H & ALFREDO H JR	09/01/2016	31.51		00	OUTSTANDING	
156105	6654	LEAF	09/01/2016	960.76		00	OUTSTANDING	
156106	2496	LEAGUE OF CALIFORNIA CITIES	09/01/2016	25.00		00	OUTSTANDING	
156107	4249	LIEBERT CASSIDY WHITMORE	09/01/2016	12,132.45		00	OUTSTANDING	
156108	4968	LITHOPASS PRINTING, FORMS,	09/01/2016	43.20		00	OUTSTANDING	
156109	3715	LEILA LOPEZ	09/01/2016	14.00		00	OUTSTANDING	
156110	3913	MARIN CONSULTING ASSOCIATES	09/01/2016	300.00		00	OUTSTANDING	
156111	3913	MARIN CONSULTING ASSOCIATES	09/01/2016	300.00		00	OUTSTANDING	
156112	3913	MARIN CONSULTING ASSOCIATES	09/01/2016	300.00		00	OUTSTANDING	
156113	6612	MARINA LANDSCAPE, INC	09/01/2016	1,315.00		00	OUTSTANDING	
156114	7060	NATIONAL DEMOGRAPHICS CORP	09/01/2016	29,000.00		00	OUTSTANDING	
156115	2301	NATIONWIDE RETIREMENT SOLUTION	09/01/2016	2,367.51		00	OUTSTANDING	
156116	4076	O'REILLY AUTO PARTS	09/01/2016	726.78		00	OUTSTANDING	

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CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DATE CLEARED	BANK CODE	STATUS	ORIGINAL AMOUNT
156117	2460	OFFICE DEPOT	09/01/2016	203.67		00	OUTSTANDING	
156118	6559	LUCY OGAZ	09/01/2016	144.10		00	OUTSTANDING	
156119	2487	PARKHOUSE TIRE, INC.	09/01/2016	1,142.81		00	OUTSTANDING	
156120	5191	US BANK PARS #6746022400	09/01/2016	567.62		00	OUTSTANDING	
156121	7079	PARTS AUTHORITY METRO, LLC	09/01/2016	202.74		00	OUTSTANDING	
156122	5752	PAYPRO ADMINISTRATORS	09/01/2016	110.00		00	OUTSTANDING	
156123	858	PRUDENTIAL OVERALL SUPPLY	09/01/2016	156.43		00	OUTSTANDING	
156124	237	REDLANDS FORD	09/01/2016	316.86		00	OUTSTANDING	
156125	5638	RYAN HERCO PRODUCTS CORP	09/01/2016	711.34		00	OUTSTANDING	
156126	3857	SAN BERNARDINO SHERIFF'S	09/01/2016	100.00		00	OUTSTANDING	
156127	1353	SAN GORGONIO MEMORIAL HOSPITAL	09/01/2016	957.70		00	OUTSTANDING	
156128	99001	SANCHEZ, YOLANDA S & JUAN A	09/01/2016	33.34		00	OUTSTANDING	
156129	5336	SCCI, INC DBA	09/01/2016	250.00		00	OUTSTANDING	
156130	1561	SMART & FINAL	09/01/2016	159.66		00	OUTSTANDING	
156131	6565	SONSRAY MACHINERY LLC	09/01/2016	136.03		00	OUTSTANDING	
156132	1371	SOUTHERN CALIFORNIA EDISON	09/01/2016	56.62		00	OUTSTANDING	
156133	2535	SOUTHERN CALIFORNIA EDISON COM	09/01/2016	40,000.00		00	OUTSTANDING	
156134	6989	STAGECOACH DAYS ASSOCIATION	09/01/2016	10,000.00		00	OUTSTANDING	
156135	6849	STATE WATER RESOURCES CONTROL	09/01/2016	60.00		00	OUTSTANDING	
156136	3952	STATEWIDE TOWING & RECOVERY, I	09/01/2016	960.00		00	OUTSTANDING	
156137	5524	PAMELA STONE	09/01/2016	160.00		00	OUTSTANDING	
156138	4939	SUPER SUBS +	09/01/2016	35.25		00	OUTSTANDING	
156139	6583	TELEPACIFIC COMMUNICATIONS	09/01/2016	2,406.78		00	OUTSTANDING	
156140	4412	TIME WARNER CABLE	09/01/2016	87.13		00	OUTSTANDING	
156141	3623	ULINE	09/01/2016	152.74		00	OUTSTANDING	
156142	3770	UNITED STATES POSTAL SERVICE	09/01/2016	5,000.00		00	OUTSTANDING	
156143	2269	UNITED WAY OF THE INLAND VALLE	09/01/2016	107.00		00	OUTSTANDING	
156144	5369	VERIZON WIRELESS	09/01/2016	278.55		00	OUTSTANDING	
156145	6915	V2C GROUP, INC	09/01/2016	7,894.16		00	OUTSTANDING	
156146	2971	WILLDAN FINANCIAL SERVICES	09/01/2016	857.98		00	OUTSTANDING	

BANK: 00 **********

NO. OF CHECKS: 81 CHECKS OUTSTANDING 216,450.79 ***
OUTSTANDING CHECKS: 81 RECONCILED CHECKS: VOID CHECKS:
216,450.79 .00 .00 .00

PREPARED 02/07/2017,12:16:56 VOIDED CHECKS REGISTER PAGE 1
PROGRAM: GM172L SELECTED BY VOID DATE ACCOUNTING PERIOD 12/2016
CITY OF BANNING FROM: 09/01/2016 TO: 09/01/2016 REPORT NUMBER 58
BANK: 00 **********

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DATE VOIDED	BANK CODE	ORIGINAL AMOUNT
155799	5703	DIANA & BEN BENHAR	08/18/2016	.00	09/01/2016	00	73.50

BANK: 00 **********

NO. OF CHECKS: 1 CHECKS VOIDED .00 73.50 ***

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CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DATE CLEARED	BANK CODE	STATUS	ORIGINAL AMOUNT
156147	4781	ADVANCE WORKPLACE STRATEGIES I	09/08/2016	87.00		00	OUTSTANDING	
156148	3065	ALBERT A. WEBB ASSOCIATES	09/08/2016	25,265.80		00	OUTSTANDING	
156149	4994	ALESHIRE & WYNDER, LLP	09/08/2016	3,116.45		00	OUTSTANDING	
156150	3597	ALL STAR GLASS, INC.	09/08/2016	190.81		00	OUTSTANDING	
156151	6736	ALL WEATHER, INC	09/08/2016	2,200.00		00	OUTSTANDING	
156152	1616	ALTEC INDUSTRIES, INC.	09/08/2016	12,663.01		00	OUTSTANDING	
156153	910	AMERICAN WATER WORKS ASSN	09/08/2016	255.00		00	OUTSTANDING	
156154	7048	ANIXTER, INC	09/08/2016	2,444.59		00	OUTSTANDING	
156155	5685	ASPEN ENVIRONMENTAL GROUP	09/08/2016	10,918.21		00	OUTSTANDING	
156156	5872	VINCENT AVILA	09/08/2016	36.00		00	OUTSTANDING	
156157	6638	B & H FOTO & ELECTRONICS CORP	09/08/2016	155.82		00	OUTSTANDING	
156158	5192	BANNING CULTURAL ALLIANCE	09/08/2016	90.00		00	OUTSTANDING	
156159	2637	BANNING UNIFIED SCHOOL DIST.	09/08/2016	266.38		00	OUTSTANDING	
156160	6312	BATTERY SYSTEMS, INC	09/08/2016	408.95		00	OUTSTANDING	
156161	6091	BEAUMONT DO IT BEST HOME CENTE	09/08/2016	120.95		00	OUTSTANDING	
156162	951	BEAUMONT SAFE & LOCK	09/08/2016	5.83		00	OUTSTANDING	
156163	5577	MICHAEL BENNETT	09/08/2016	36.00		00	OUTSTANDING	
156164	7078	CANON FINANCIAL SERVICES, INC	09/08/2016	1,084.11		00	OUTSTANDING	
156165	6396	SANDRA CASTANEDA	09/08/2016	37.81		00	OUTSTANDING	
156166	6214	CORELOGIC INFORMATION SOLUTION	09/08/2016	366.68		00	OUTSTANDING	
156167	2232	THE COUNSELING TEAM INTERNATIO	09/08/2016	275.00		00	OUTSTANDING	
156168	5615	CONNIE CRAWFORD	09/08/2016	50.31		00	OUTSTANDING	
156169	3412	CREATIVE BUS SALES INC	09/08/2016	971.88		00	OUTSTANDING	
156170	7082	DIAMOND HILLS CHEVROLET BUICK	09/08/2016	127.50		00	OUTSTANDING	
156171	5383	ALEJANDRO DIAZ	09/08/2016	128.00		00	OUTSTANDING	
156172	6495	ELITE EQUIPMENT	09/08/2016	889.74		00	OUTSTANDING	
156173	2544	FISHER, ROBERT	09/08/2016	96.00		00	OUTSTANDING	
156174	109	FLEET SERVICES INC	09/08/2016	5.91		00	OUTSTANDING	
156175	448	GRAINGER	09/08/2016	78.02		00	OUTSTANDING	
156176	3874	HEMET OIL CO	09/08/2016	2,104.81		00	OUTSTANDING	
156177	6975	HIGGINSON ARCHITECTS, INC	09/08/2016	1,445.00		00	OUTSTANDING	
156178	2564	PHILLIP HOLDER	09/08/2016	229.35		00	OUTSTANDING	
156179	229	HYDRO TEK SYSTEMS, INC.	09/08/2016	69.43		00	OUTSTANDING	
156180	6490	INFOSEND, INC	09/08/2016	4,751.66		00	OUTSTANDING	
156181	2274	INLAND WATER WORKS SUPPLY CO.	09/08/2016	165.24		00	OUTSTANDING	
156182	6979	KRIEGER & STEWART, INCORPORATE	09/08/2016	241.50		00	OUTSTANDING	
156183	99001	LAKE TAHOE RESORT HOTEL	09/08/2016	792.90		00	OUTSTANDING	
156184	99001	LAKE TAHOE RESORT HOTEL	09/08/2016	792.90		00	OUTSTANDING	
156185	6654	LEAF	09/08/2016	352.36		00	OUTSTANDING	
156186	4968	LITHOPASS PRINTING, FORMS,	09/08/2016	164.70		00	OUTSTANDING	
156187	7043	VALERIA MARTIN	09/08/2016	42.00		00	OUTSTANDING	
156188	5163	MOSES MEDINA	09/08/2016	14.00		00	OUTSTANDING	
156189	6370	MARIBEL MUNOZ	09/08/2016	250.00		00	OUTSTANDING	
156190	384	NAPA AUTO PARTS	09/08/2016	543.29		00	OUTSTANDING	
156191	4076	O'REILLY AUTO PARTS	09/08/2016	329.94		00	OUTSTANDING	
156192	2460	OFFICE DEPOT	09/08/2016	415.09		00	OUTSTANDING	
156193	6559	LUCY OGAZ	09/08/2016	64.81		00	OUTSTANDING	
156194	5076	ONE SOURCE DISTRIBUTORS LLC	09/08/2016	25,272.00		00	OUTSTANDING	
156195	7079	PARTS AUTHORITY METRO, LLC	09/08/2016	236.37		00	OUTSTANDING	
156196	1295	THE PRESS-ENTERPRISE	09/08/2016	392.40		00	OUTSTANDING	
156197	858	PRUDENTIAL OVERALL SUPPLY	09/08/2016	509.25		00	OUTSTANDING	

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DATE CLEARED	BANK CODE	STATUS	ORIGINAL AMOUNT
156198	1555	THE RECORD GAZETTE	09/08/2016	258.38		00	OUTSTANDING	
156199	237	REDLANDS FORD	09/08/2016	4,339.34		00	OUTSTANDING	
156200	2526	RIV. CO. HEALTH SVCS AGENCY	09/08/2016	2.00		00	OUTSTANDING	
156201	3281	RIV. CO. LAW ENFORCEMENT	09/08/2016	50.00		00	OUTSTANDING	
156202	3281	RIV. CO. LAW ENFORCEMENT	09/08/2016	50.00		00	OUTSTANDING	
156203	6795	SPOK, INC	09/08/2016	41.14		00	OUTSTANDING	
156204	5995	PATRICK STEPHENS	09/08/2016	28.00		00	OUTSTANDING	
156205	4269	STEVEN ENTERPRISES INC	09/08/2016	96.36		00	OUTSTANDING	
156206	7067	STOEL RIVES, LLP	09/08/2016	7,400.00		00	OUTSTANDING	
156207	4412	TIME WARNER CABLE	09/08/2016	69.33		00	OUTSTANDING	
156208	4753	TK SERVICES, INC	09/08/2016	590.00		00	OUTSTANDING	
156209	5501	ARTURO VELA	09/08/2016	216.00		00	OUTSTANDING	
156210	5369	VERIZON WIRELESS	09/08/2016	14.04		00	OUTSTANDING	
156211	4984	BRIAN WALKER	09/08/2016	60.00		00	OUTSTANDING	
156212	1436	WASTE MANAGEMENT OF THE	09/08/2016	245,836.13		00	OUTSTANDING	
156213	2281	WESCO RECEIVABLES CORP	09/08/2016	1,370.65		00	OUTSTANDING	
156214	6555	XSAT USA LLC	09/08/2016	249.50		00	OUTSTANDING	

BANK: 00 **********

NO. OF CHECKS: 68 CHECKS OUTSTANDING 362,221.63 ***
OUTSTANDING CHECKS: 68 RECONCILED CHECKS: VOID CHECKS:
362,221.63 .00 .00 .00

PREPARED 02/07/2017,12:35:53 VOIDED CHECKS REGISTER PAGE 1
PROGRAM: GM172L SELECTED BY VOID DATE ACCOUNTING PERIOD 12/2016
CITY OF BANNING FROM: 09/08/2016 TO: 09/08/2016 REPORT NUMBER 59
BANK: 00 **********

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DATE VOIDED	BANK CODE	ORIGINAL AMOUNT

BANK: 00 **********

NO. OF CHECKS: CHECKS VOIDED .00 .00 ***

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DATE CLEARED	BANK CODE	STATUS	ORIGINAL AMOUNT
156215	4781	ADVANCE WORKPLACE STRATEGIES I	09/15/2016	35.00		00	OUTSTANDING	
156216	34	AL'S KUBOTA TRACTOR	09/15/2016	48.36		00	OUTSTANDING	
156217	2298	ALTURA CREDIT UNION	09/15/2016	1,110.00		00	OUTSTANDING	
156218	4265	AMERICAN FORENSIC NURSES	09/15/2016	1,150.00		00	OUTSTANDING	
156219	6899	ASBURY ENVIRONMENTAL SERVICES	09/15/2016	1,244.16		00	OUTSTANDING	
156220	6190	ASSURANT EMPLOYEE BENEFITS	09/15/2016	18,230.75		00	OUTSTANDING	
156221	939	BANNING POLICE OFFICERS ASSOC	09/15/2016	2,300.00		00	OUTSTANDING	
156222	6733	JUDITH MARGARET BARTON	09/15/2016	56.00		00	OUTSTANDING	
156223	6091	BEAUMONT DO IT BEST HOME CENTE	09/15/2016	100.92		00	OUTSTANDING	
156224	7099	DIANA T BENHAR	09/15/2016	289.10		00	OUTSTANDING	
156225	2896	BEST BUY CO INC	09/15/2016	3,645.55	10/06/2016	00	VOID	3,645.55
156226	2051	BIO-TOX LABORATORIES	09/15/2016	398.50		00	OUTSTANDING	
156227	5337	CALIFORNIA ASSOCIATION OF CODE	09/15/2016	359.00		00	OUTSTANDING	
156228	5337	CALIFORNIA ASSOCIATION OF CODE	09/15/2016	359.00		00	OUTSTANDING	
156229	3780	CALIFORNIA LAW ENFORCE ASSN	09/15/2016	612.50		00	OUTSTANDING	
156230	6858	CALIFORNIA LAW ENFORCEMENT ASS	09/15/2016	20.00		00	OUTSTANDING	
156231	6858	CALIFORNIA LAW ENFORCEMENT ASS	09/15/2016	25.00		00	OUTSTANDING	
156232	4000	STATE OF CALIFORNIA	09/15/2016	1,799.00		00	OUTSTANDING	
156233	4157	IRENE JANE COGBILL	09/15/2016	294.00		00	OUTSTANDING	
156234	6464	COMDIRECT, INC	09/15/2016	59.40		00	OUTSTANDING	
156235	120	CONSOLIDATED ELECTRICAL	09/15/2016	190.56		00	OUTSTANDING	
156236	6214	CORELOGIC INFORMATION SOLUTION	09/15/2016	33.34		00	OUTSTANDING	
156237	99001	CORNERS INC	09/15/2016	4,734.00		00	OUTSTANDING	
156238	2232	THE COUNSELING TEAM INTERNATIO	09/15/2016	275.00		00	OUTSTANDING	
156239	7096	CV STRATEGIES	09/15/2016	6,045.00		00	OUTSTANDING	
156240	4223	PAMELA D'SPAIN	09/15/2016	81.32		00	OUTSTANDING	
156241	1050	RICK DIAZ	09/15/2016	64.00		00	OUTSTANDING	
156242	99001	DOUBLETREE SONOMA WINE COUNTRY	09/15/2016	545.16		00	OUTSTANDING	
156243	99001	DOUBLETREE SONOMA WINE COUNTRY	09/15/2016	545.16		00	OUTSTANDING	
156244	6905	IRMA LORENA ERVIN	09/15/2016	1,024.80		00	OUTSTANDING	
156245	1072	LYNETTE M ESPINOZA	09/15/2016	105.00		00	OUTSTANDING	
156246	99001	ESTRADA, MARIO	09/15/2016	104.72		00	OUTSTANDING	
156247	6093	EVANS CONSOLES INCORPORATED	09/15/2016	1,998.40		00	OUTSTANDING	
156248	1078	FEDEX	09/15/2016	248.22		00	OUTSTANDING	
156249	7053	FRONTIER COMMUNICATIONS	09/15/2016	1,639.65		00	OUTSTANDING	
156250	7053	FRONTIER COMMUNICATIONS	09/15/2016	2,215.37		00	OUTSTANDING	
156251	7053	FRONTIER COMMUNICATIONS	09/15/2016	2,246.57		00	OUTSTANDING	
156252	2589	GARDA CL WEST INC	09/15/2016	1,787.81		00	OUTSTANDING	
156253	6951	GRAFIX SYSTEMS	09/15/2016	272.08		00	OUTSTANDING	
156254	448	GRAINGER	09/15/2016	140.53		00	OUTSTANDING	
156255	99001	HARVEY,ANNETTE OR CITY OF BAN	09/15/2016	31.74		00	OUTSTANDING	
156256	1550	HD SUPPLY WATERWORKS LTD	09/15/2016	10,080.02		00	OUTSTANDING	
156257	3874	HEMET OIL CO	09/15/2016	18,407.38		00	OUTSTANDING	
156258	5365	HOME DEPOT CREDIT SERVICES	09/15/2016	304.45		00	OUTSTANDING	
156259	1146	I.B.E.W. LOCAL 47	09/15/2016	7,193.15		00	OUTSTANDING	
156260	4086	I.B.E.W. LOCAL 47 (PAC)	09/15/2016	66.00		00	OUTSTANDING	
156261	5217	IBEW LOCAL 47 RETIREE MEDICAL	09/15/2016	2,378.15		00	OUTSTANDING	
156262	2297	VANTAGEPOINT TRANSFER AGENTS-3	09/15/2016	1,777.41		00	OUTSTANDING	
156263	6490	INFOSEND, INC	09/15/2016	1,985.52		00	OUTSTANDING	
156264	6624	INNOVATIVE FEDERAL STRATEGIES	09/15/2016	3,500.00		00	OUTSTANDING	
156265	7063	JENKINS & HOGIN, LLP	09/15/2016	24,560.00		00	OUTSTANDING	

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DATE CLEARED	BANK CODE	STATUS	ORIGINAL AMOUNT
156266	99001	KINGSTON, GENEVIEVE	09/15/2016	80.00		00	OUTSTANDING	
156267	99001	KRAMER, RICHARD	09/15/2016	50.00		00	OUTSTANDING	
156268	2496	LEAGUE OF CALIFORNIA CITIES	09/15/2016	75.00		00	OUTSTANDING	
156269	7100	JERRY D LEROUGE	09/15/2016	35.00		00	OUTSTANDING	
156270	736	LESLIE'S POOL SUPPLIES INC.	09/15/2016	278.84		00	OUTSTANDING	
156271	6618	LEXISNEXIS RISK SOLUTIONS	09/15/2016	185.76		00	OUTSTANDING	
156272	4968	LITHOPASS PRINTING, FORMS,	09/15/2016	37.80		00	OUTSTANDING	
156273	99001	MILLER, DR STANLEY	09/15/2016	75.00		00	OUTSTANDING	
156274	99001	MILLS, NANCY	09/15/2016	69.12		00	OUTSTANDING	
156275	2301	NATIONWIDE RETIREMENT SOLUTION	09/15/2016	2,117.51		00	OUTSTANDING	
156276	6431	NI GOVERNMENT SERVICES, INC	09/15/2016	39.66		00	OUTSTANDING	
156277	2460	OFFICE DEPOT	09/15/2016	132.94		00	OUTSTANDING	
156278	6764	P&P UNIFORMS	09/15/2016	1,261.43		00	OUTSTANDING	
156279	2686	PACKHAM & TOOMEY, INC.	09/15/2016	667.88		00	OUTSTANDING	
156280	2487	PARKHOUSE TIRE, INC.	09/15/2016	83.70		00	OUTSTANDING	
156281	5191	US BANK PARS #6746022400	09/15/2016	360.32		00	OUTSTANDING	
156282	6563	DON PETERSON	09/15/2016	90.00		00	OUTSTANDING	
156283	99001	PEYTON, TERRIA H & CRAIG	09/15/2016	78.10		00	OUTSTANDING	
156284	4411	PRE-PAID LEGAL SERVICES, INC	09/15/2016	337.81		00	OUTSTANDING	
156285	1295	THE PRESS-ENTERPRISE	09/15/2016	251.84		00	OUTSTANDING	
156286	858	PRUDENTIAL OVERALL SUPPLY	09/15/2016	540.88		00	OUTSTANDING	
156287	99001	RESIDENCE INN CAPITOL PARK	09/15/2016	596.32		00	OUTSTANDING	
156288	1327	RIV. CO. CLERK RECORDER	09/15/2016	23.00		00	OUTSTANDING	
156289	1327	RIV. CO. CLERK RECORDER	09/15/2016	23.00		00	OUTSTANDING	
156290	1327	RIV. CO. CLERK RECORDER	09/15/2016	46.00		00	OUTSTANDING	
156291	1327	RIV. CO. CLERK RECORDER	09/15/2016	23.00		00	OUTSTANDING	
156292	1327	RIV. CO. CLERK RECORDER	09/15/2016	46.00		00	OUTSTANDING	
156293	1327	RIV. CO. CLERK RECORDER	09/15/2016	69.00		00	OUTSTANDING	
156294	2478	RIV. CO. SHERIFF'S DEPT.	09/15/2016	65.00		00	OUTSTANDING	
156295	5998	SAN BERNARDINO PUBLIC EMPLOYEE	09/15/2016	571.20		00	OUTSTANDING	
156296	1561	SMART & FINAL	09/15/2016	133.70		00	OUTSTANDING	
156297	6123	LOIS E. SMITH	09/15/2016	28.00		00	OUTSTANDING	
156298	1377	SO CAL WEST COAST ELECTRIC, IN	09/15/2016	82,944.84		00	OUTSTANDING	
156299	1370	SOUTH COAST AIR QUALITY	09/15/2016	3,724.23		00	OUTSTANDING	
156300	1376	SOUTHERN CALIFORNIA GAS CO	09/15/2016	9,163.36		00	OUTSTANDING	
156301	6647	STACY BAVOL - NOTARY	09/15/2016	120.00		00	OUTSTANDING	
156302	99001	STARLITE MGMT -17 LP	09/15/2016	94.36		00	OUTSTANDING	
156303	5995	PATRICK STEPHENS	09/15/2016	14.00		00	OUTSTANDING	
156304	4269	STEVEN ENTERPRISES INC	09/15/2016	275.00		00	OUTSTANDING	
156305	7007	SUEZ WATER, INC	09/15/2016	55,047.00		00	OUTSTANDING	
156306	1126	SUNGARD PUBLIC SECTOR INC	09/15/2016	83,964.20		00	OUTSTANDING	
156307	4939	SUPER SUBS +	09/15/2016	24.03		00	OUTSTANDING	
156308	99001	THE QUEEN MARY HOTEL	09/15/2016	1,434.51		00	OUTSTANDING	
156309	4412	TIME WARNER CABLE	09/15/2016	24.97		00	OUTSTANDING	
156310	871	UNDERGROUND SERVICE ALERT	09/15/2016	75.00		00	OUTSTANDING	
156311	2269	UNITED WAY OF THE INLAND VALLE	09/15/2016	107.00		00	OUTSTANDING	
156312	5369	VERIZON WIRELESS	09/15/2016	2,073.39		00	OUTSTANDING	
156313	99001	VILLARREAL, JESUS	09/15/2016	76.01		00	OUTSTANDING	
156314	6650	VULCAN MATERIALS CO	09/15/2016	1,569.96		00	OUTSTANDING	
156315	5139	KENNITH WARE	09/15/2016	70.00		00	OUTSTANDING	
156316	99001	ZAKY &, WAFICK F	09/15/2016	101.12		00	OUTSTANDING	

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DATE CLEARED	BANK CODE	STATUS	ORIGINAL AMOUNT
156317	6499	ZENNER PERFORMANCE METERS, INC	09/15/2016	8,624.89		00	OUTSTANDING	

BANK: 00 **********

NO. OF CHECKS: 103 CHECKS OUTSTANDING 384,717.43 ***
OUTSTANDING CHECKS: 102 RECONCILED CHECKS: VOID CHECKS: 1
381,071.88 .00 3,645.55 3,645.55

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156035	1327	RIV. CO. CLERK RECORDER	08/25/2016	.00	09/15/2016	00	23.00

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NO. OF CHECKS: 1 CHECKS VOIDED .00 23.00 ***

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156318	889	ACE	09/22/2016	295.92		00	OUTSTANDING	
156319	4727	ACTION DOOR CONTROLS INC	09/22/2016	423.28		00	OUTSTANDING	
156320	4781	ADVANCE WORKPLACE STRATEGIES I	09/22/2016	114.00		00	OUTSTANDING	
156321	2454	AIRGAS WEST	09/22/2016	625.40		00	OUTSTANDING	
156322	4265	AMERICAN FORENSIC NURSES	09/22/2016	202.00		00	OUTSTANDING	
156323	3294	AMERICAN SOCIETY OF CIVIL	09/22/2016	295.00		00	OUTSTANDING	
156324	6456	ARROW STAFFING SERVICE	09/22/2016	498.10		00	OUTSTANDING	
156325	5946	ARTISTIC MAINTENANCE, INC.	09/22/2016	5,120.00		00	OUTSTANDING	
156326	6899	ASBURY ENVIRONMENTAL SERVICES	09/22/2016	240.36		00	OUTSTANDING	
156327	6175	AT&T	09/22/2016	675.70		00	OUTSTANDING	
156328	7107	GARY BALCOM	09/22/2016	2,000.00		00	OUTSTANDING	
156329	816	BANNING CHAMBER OF COMMERCE	09/22/2016	60.00		00	OUTSTANDING	
156330	6091	BEAUMONT DO IT BEST HOME CENTE	09/22/2016	335.16		00	OUTSTANDING	
156331	7022	FRANK BELL &	09/22/2016	149.57		00	OUTSTANDING	
156332	6988	ANTHONY BRENNEISEN	09/22/2016	14.00		00	OUTSTANDING	
156333	6826	BRENTON BULRICE	09/22/2016	12.00		00	OUTSTANDING	
156334	4577	SANDRA B CALDERON	09/22/2016	42.00		00	OUTSTANDING	
156335	4000	STATE OF CALIFORNIA	09/22/2016	195.00		00	OUTSTANDING	
156336	6537	REBECCA CASTRO	09/22/2016	102.60		00	OUTSTANDING	
156337	6901	CHARLES ABBOTT ASSOCIATES, INC	09/22/2016	9,979.95		00	OUTSTANDING	
156338	6931	LAVONIA CLINKSCALE	09/22/2016	126.99		00	OUTSTANDING	
156339	5877	COLONIAL INSURANCE	09/22/2016	16,380.27		00	OUTSTANDING	
156340	2232	THE COUNSELING TEAM INTERNATIO	09/22/2016	700.00		00	OUTSTANDING	
156341	3412	CREATIVE BUS SALES INC	09/22/2016	444,334.13		00	OUTSTANDING	
156342	7108	ARTHUR DELIS	09/22/2016	2,500.00		00	OUTSTANDING	
156343	7070	DANIEL DEUSENBERRY	09/22/2016	12.00		00	OUTSTANDING	
156344	5552	DIRECTV	09/22/2016	19.00		00	OUTSTANDING	
156345	7102	CONSTANCE FALTO	09/22/2016	95.41		00	OUTSTANDING	
156346	3689	FARWEST LINE SPECIALTIES	09/22/2016	306.60		00	OUTSTANDING	
156347	6794	FAST LUBE & TUNE	09/22/2016	776.78		00	OUTSTANDING	
156348	1078	FEDEX	09/22/2016	75.92		00	OUTSTANDING	
156349	5614	ROY FINCHUM	09/22/2016	42.22		00	OUTSTANDING	
156350	109	FLEET SERVICES INC	09/22/2016	231.84		00	OUTSTANDING	
156351	5651	TERRI FLETCHER	09/22/2016	116.14		00	OUTSTANDING	
156352	6978	ERNEST FLOYD SR	09/22/2016	14.00		00	OUTSTANDING	
156353	5399	FOX OCCUPATIONAL MEDICAL CENTE	09/22/2016	105.00		00	OUTSTANDING	
156354	7053	FRONTIER COMMUNICATIONS	09/22/2016	1,200.37		00	OUTSTANDING	
156355	6536	ARMIDA GONZALEZ	09/22/2016	89.11		00	OUTSTANDING	
156356	448	GRAINGER	09/22/2016	357.93		00	OUTSTANDING	
156357	1117	MICHELLE GREEN	09/22/2016	100.44		00	OUTSTANDING	
156358	1550	HD SUPPLY WATERWORKS LTD	09/22/2016	139.42		00	OUTSTANDING	
156359	5094	HIGHLAND SPRINGS AUTOMOTIVE	09/22/2016	100.00		00	OUTSTANDING	
156360	2564	PHILLIP HOLDER	09/22/2016	92.00		00	OUTSTANDING	
156361	6707	MARGARET HORTA	09/22/2016	136.73		00	OUTSTANDING	
156362	6872	ICS, INC - INTERNATIONAL COMPU	09/22/2016	145,340.25		00	OUTSTANDING	
156363	6490	INFOSEND, INC	09/22/2016	5,299.86		00	OUTSTANDING	
156364	99001	INTERNATIONAL ECONOMIC DEVELOP	09/22/2016	364.50		00	OUTSTANDING	
156365	7040	LINDA JIMENEZ	09/22/2016	12.00		00	OUTSTANDING	
156366	842	KAISER FOUNDATION HEALTH	09/22/2016	51,600.08		00	OUTSTANDING	
156367	5213	ELIZABETH KESTER	09/22/2016	56.00		00	OUTSTANDING	
156368	7103	MARIE KOLER	09/22/2016	112.24		00	OUTSTANDING	

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DATE CLEARED	BANK CODE	STATUS	ORIGINAL AMOUNT
156369	6701	LEIDOS ENGINEERING, LLC	09/22/2016	30,714.53		00	OUTSTANDING	
156370	4249	LIEBERT CASSIDY WHITMORE	09/22/2016	7,291.07		00	OUTSTANDING	
156371	5097	MIKE LYNCH	09/22/2016	14.00		00	OUTSTANDING	
156372	6893	M BREY ELECTRIC, INC	09/22/2016	8,856.98		00	OUTSTANDING	
156373	7104	STAR MASTEN	09/22/2016	70.71		00	OUTSTANDING	
156374	6488	ROSALVA MEZA	09/22/2016	90.65		00	OUTSTANDING	
156375	6886	DANA MIKLES	09/22/2016	12.00		00	OUTSTANDING	
156376	7109	ROBERT MOFFET	09/22/2016	2,000.00		00	OUTSTANDING	
156377	6827	CALEB NAASZ	09/22/2016	56.00		00	OUTSTANDING	
156378	384	NAPA AUTO PARTS	09/22/2016	108.89		00	OUTSTANDING	
156379	7110	JEAN NELSON	09/22/2016	2,000.00		00	OUTSTANDING	
156380	2421	NEXTEL COMMUNICATIONS	09/22/2016	33.27		00	OUTSTANDING	
156381	6431	NI GOVERNMENT SERVICES, INC	09/22/2016	39.66		00	OUTSTANDING	
156382	6838	NSF INTERNATIONAL	09/22/2016	6,825.00		00	OUTSTANDING	
156383	6319	FRANCISCO NUNEZ	09/22/2016	140.09		00	OUTSTANDING	
156384	4076	O'REILLY AUTO PARTS	09/22/2016	525.35		00	OUTSTANDING	
156385	2460	OFFICE DEPOT	09/22/2016	531.08		00	OUTSTANDING	
156386	516	OFFICE MAX CONTRACT INC	09/22/2016	136.10		00	OUTSTANDING	
156387	4587	ON TRAC	09/22/2016	35.90		00	OUTSTANDING	
156388	2686	PACKHAM & TOOMEY, INC.	09/22/2016	650.00		00	OUTSTANDING	
156389	2487	PARKHOUSE TIRE, INC.	09/22/2016	630.50		00	OUTSTANDING	
156390	7079	PARTS AUTHORITY METRO, LLC	09/22/2016	367.36		00	OUTSTANDING	
156391	6265	STEVE PASAROW	09/22/2016	600.00		00	OUTSTANDING	
156392	1295	THE PRESS-ENTERPRISE	09/22/2016	700.93		00	OUTSTANDING	
156393	858	PRUDENTIAL OVERALL SUPPLY	09/22/2016	635.31		00	OUTSTANDING	
156394	5242	PUBLIC AGENCY RETIREMENT SERVI	09/22/2016	300.00		00	OUTSTANDING	
156395	6366	JOSE RAMIREZ	09/22/2016	41.64		00	OUTSTANDING	
156396	6934	WILLIAM RAUM	09/22/2016	144.32		00	OUTSTANDING	
156397	1555	THE RECORD GAZETTE	09/22/2016	115.94		00	OUTSTANDING	
156398	1327	RIV. CO. CLERK RECORDER	09/22/2016	23.00		00	OUTSTANDING	
156399	1317	COUNTY OF RIVERSIDE	09/22/2016	504.50		00	OUTSTANDING	
156400	3314	ROBERTSON'S	09/22/2016	288.30		00	OUTSTANDING	
156401	6730	ROW TRAFFIC SAFETY, INC	09/22/2016	2,759.14		00	OUTSTANDING	
156402	6472	SAFARILAND, LLC	09/22/2016	111.05		00	OUTSTANDING	
156403	3857	SAN BERNARDINO SHERIFF'S	09/22/2016	40.00		00	OUTSTANDING	
156404	3857	SAN BERNARDINO SHERIFF'S	09/22/2016	40.00		00	OUTSTANDING	
156405	3857	SAN BERNARDINO SHERIFF'S	09/22/2016	40.00		00	OUTSTANDING	
156406	3857	SAN BERNARDINO SHERIFF'S	09/22/2016	40.00		00	OUTSTANDING	
156407	3857	SAN BERNARDINO SHERIFF'S	09/22/2016	40.00		00	OUTSTANDING	
156408	3723	SAN BERNARDINO COUNTY SUN	09/22/2016	550.00		00	OUTSTANDING	
156409	5901	SAN GORGONIO PASS DESIGN AND P	09/22/2016	230.76		00	OUTSTANDING	
156410	3125	SAN GORGONIO PASS WATER AGENCY	09/22/2016	54,207.00		00	OUTSTANDING	
156411	5146	ANA SANDOVAL	09/22/2016	14.00		00	OUTSTANDING	
156412	7105	SUSAN SARGEANT	09/22/2016	180.12		00	OUTSTANDING	
156413	7095	SITEONE LANDSCAPE SUPPLY	09/22/2016	1,898.73		00	OUTSTANDING	
156414	1370	SOUTH COAST AIR QUALITY	09/22/2016	1,437.63		00	OUTSTANDING	
156415	1371	SOUTHERN CALIFORNIA EDISON	09/22/2016	181.90		00	OUTSTANDING	
156416	1371	SOUTHERN CALIFORNIA EDISON	09/22/2016	57.54		00	OUTSTANDING	
156417	1373	SOUTHERN CALIFORNIA JOINT POLE	09/22/2016	585.13		00	OUTSTANDING	
156418	4939	SUPER SUBS +	09/22/2016	20.15		00	OUTSTANDING	
156419	7111	LYNDON TAYLOR	09/22/2016	2,000.00		00	OUTSTANDING	

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DATE CLEARED	BANK CODE	STATUS	ORIGINAL AMOUNT
156420	4985	DEREK THESIER	09/22/2016	12.00		00	OUTSTANDING	
156421	6808	TRI COUNTY PUMP COMPANY	09/22/2016	40,828.33		00	OUTSTANDING	
156422	6925	UNITED WATER WORKS, INC	09/22/2016	444.47		00	OUTSTANDING	
156423	5284	VERIZON	09/22/2016	2.42		00	OUTSTANDING	
156424	5369	VERIZON WIRELESS	09/22/2016	574.18		00	OUTSTANDING	
156425	2971	WILLDAN FINANCIAL SERVICES	09/22/2016	2,000.00		00	OUTSTANDING	
156426	5629	VENKA WILLIAMS	09/22/2016	110.59		00	OUTSTANDING	
156427	6857	PEGGY WINGLER	09/22/2016	97.28		00	OUTSTANDING	
156428	5595	EYVONNE WIREMAN	09/22/2016	55.96		00	OUTSTANDING	
156429	6236	RHONDA WIREMAN	09/22/2016	109.16		00	OUTSTANDING	
156430	6662	XENIA PACIFIC, INC	09/22/2016	54.00		00	OUTSTANDING	
156431	7106	HARVEY YEDWALSKY	09/22/2016	198.02		00	OUTSTANDING	

BANK: 00 **********

NO. OF CHECKS: 114 CHECKS OUTSTANDING 865,619.91 ***
OUTSTANDING CHECKS: 114 RECONCILED CHECKS: VOID CHECKS:
865,619.91 .00 .00 .00

PREPARED 02/07/2017,12:36:31 VOIDED CHECKS REGISTER PAGE 1
PROGRAM: GM172L SELECTED BY VOID DATE ACCOUNTING PERIOD 12/2016
CITY OF BANNING FROM: 09/22/2016 TO: 09/22/2016 REPORT NUMBER 61
BANK: 00 **********

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DATE VOIDED	BANK CODE	ORIGINAL AMOUNT

BANK: 00 **********

NO. OF CHECKS: CHECKS VOIDED .00 .00 ***

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DATE CLEARED	BANK CODE	STATUS	ORIGINAL AMOUNT
156432	5784	ADVANCED ELECTRONICS, INC	09/29/2016	2,673.00		00	OUTSTANDING	
156433	2454	AIRGAS WEST	09/29/2016	183.92		00	OUTSTANDING	
156434	34	AL'S KUBOTA TRACTOR	09/29/2016	341.43		00	OUTSTANDING	
156435	4994	ALESHIRE & WYNDER, LLP	09/29/2016	2,400.71		00	OUTSTANDING	
156436	7098	ALL STAR ELITE SPORTS	09/29/2016	1,179.00		00	OUTSTANDING	
156437	99001	AMERICAN AUTOMOBILE ASSOCIATIO	09/29/2016	2,349.42		00	OUTSTANDING	
156438	6456	ARROW STAFFING SERVICE	09/29/2016	349.18		00	OUTSTANDING	
156439	3844	AT&T MOBILITY	09/29/2016	186.60		00	OUTSTANDING	
156440	3933	AUTOMATED GATE SERVICES, INC.	09/29/2016	1,850.00		00	OUTSTANDING	
156441	6772	ALEXANDRA AVERY	09/29/2016	12.00		00	OUTSTANDING	
156442	3674	BEAUMONT CHERRY VALLEY WATER	09/29/2016	10,454.94		00	OUTSTANDING	
156443	6091	BEAUMONT DO IT BEST HOME CENTE	09/29/2016	205.40		00	OUTSTANDING	
156444	2051	BIO-TOX LABORATORIES	09/29/2016	2,057.00		00	OUTSTANDING	
156445	980	CALDERON, MARIE	09/29/2016	28.00		00	OUTSTANDING	
156446	99001	CALIMESA CHAMBER OF COMMERCE	09/29/2016	40.00		00	OUTSTANDING	
156447	7078	CANON FINANCIAL SERVICES, INC	09/29/2016	1,084.11		00	OUTSTANDING	
156448	6874	CASC ENGINEERING AND CONSULTIN	09/29/2016	53,616.81		00	OUTSTANDING	
156449	4253	CDW GOVERNMENT, INC	09/29/2016	2,481.63		00	OUTSTANDING	
156450	7033	CELL BUSINESS EQUIPMENT (CBE)	09/29/2016	4,104.00		00	OUTSTANDING	
156451	4903	TOM CHAPPAROSA	09/29/2016	72.00		00	OUTSTANDING	
156452	6901	CHARLES ABBOTT ASSOCIATES, INC	09/29/2016	20,033.87		00	OUTSTANDING	
156453	1010	CHEVRON AND TEXACO BUSINESS	09/29/2016	63.70		00	OUTSTANDING	
156454	7082	DIAMOND HILLS CHEVROLET BUICK	09/29/2016	942.50		00	OUTSTANDING	
156455	4597	RICHARD D DIAZ	09/29/2016	72.00		00	OUTSTANDING	
156456	1050	RICK DIAZ	09/29/2016	36.00		00	OUTSTANDING	
156457	1078	FEDEX	09/29/2016	42.00		00	OUTSTANDING	
156458	5399	FOX OCCUPATIONAL MEDICAL CENTE	09/29/2016	70.00		00	OUTSTANDING	
156459	7053	FRONTIER COMMUNICATIONS	09/29/2016	1,293.96		00	OUTSTANDING	
156460	1375	THE GAS COMPANY	09/29/2016	102.23		00	OUTSTANDING	
156461	2370	HINDERLITER DE LLAMAS & ASSOCI	09/29/2016	27,100.00		00	OUTSTANDING	
156462	5217	IBEW LOCAL 47 RETIREE MEDICAL	09/29/2016	2,240.98		00	OUTSTANDING	
156463	2297	VANTAGEPOINT TRANSFER AGENTS-3	09/29/2016	1,450.00		00	OUTSTANDING	
156464	6747	JPRO ARMS, LLC	09/29/2016	1,368.51		00	OUTSTANDING	
156465	5213	ELIZABETH KESTER	09/29/2016	136.00		00	OUTSTANDING	
156466	6654	LEAF	09/29/2016	306.56		00	OUTSTANDING	
156467	4968	LITHOPASS PRINTING, FORMS,	09/29/2016	99.36		00	OUTSTANDING	
156468	6893	M BREY ELECTRIC, INC	09/29/2016	258.32		00	OUTSTANDING	
156469	7025	MERCHANTS BUILDING MAINTENANCE	09/29/2016	10,299.08		00	OUTSTANDING	
156470	99001	MERCURY INSURANCE GROUP,	09/29/2016	557.28		00	OUTSTANDING	
156471	4653	JUANITA MUNOZ	09/29/2016	72.00		00	OUTSTANDING	
156472	2301	NATIONWIDE RETIREMENT SOLUTION	09/29/2016	420.00		00	OUTSTANDING	
156473	3699	NEOPOST USA INC. DBA HASLER	09/29/2016	269.16		00	OUTSTANDING	
156474	4076	O'REILLY AUTO PARTS	09/29/2016	230.61		00	OUTSTANDING	
156475	6226	OLIN CORPORATION DBA	09/29/2016	2,434.82		00	OUTSTANDING	
156476	2487	PARKHOUSE TIRE, INC.	09/29/2016	138.09		00	OUTSTANDING	
156477	5191	US BANK PARS #6746022400	09/29/2016	232.58		00	OUTSTANDING	
156478	7079	PARTS AUTHORITY METRO, LLC	09/29/2016	4.34		00	OUTSTANDING	
156479	7027	PEGASUS CLAIMS SERVICES, INC	09/29/2016	975.00		00	OUTSTANDING	
156480	6761	PLACEWORKS	09/29/2016	16,084.98		00	OUTSTANDING	
156481	1295	THE PRESS-ENTERPRISE	09/29/2016	360.00		00	OUTSTANDING	
156482	858	PRUDENTIAL OVERALL SUPPLY	09/29/2016	180.53		00	OUTSTANDING	

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DATE CLEARED	BANK CODE	STATUS	ORIGINAL AMOUNT
156483	978	PUBLIC ENTITY RISK MANAGEMENT	09/29/2016	172,286.00		00	OUTSTANDING	
156484	1639	RAPID DATA INC.	09/29/2016	810.00		00	OUTSTANDING	
156485	237	REDLANDS FORD	09/29/2016	118.83		00	OUTSTANDING	
156486	2470	RIVERSIDE COUNTY SHERIFF'S DEP	09/29/2016	48.60		00	OUTSTANDING	
156487	7113	LAURIE SAMPSON	09/29/2016	30.19		00	OUTSTANDING	
156488	5901	SAN GORGONIO PASS DESIGN AND P	09/29/2016	25.92		00	OUTSTANDING	
156489	6461	TISHA L SHOWERS	09/29/2016	72.00		00	OUTSTANDING	
156490	6565	SONSRAY MACHINERY LLC	09/29/2016	1,246.30		00	OUTSTANDING	
156491	1371	SOUTHERN CALIFORNIA EDISON	09/29/2016	142.00		00	OUTSTANDING	
156492	3952	STATEWIDE TOWING & RECOVERY, I	09/29/2016	205.00		00	OUTSTANDING	
156493	4772	SUN RIDGE SYSTEMS INC	09/29/2016	815.00		00	OUTSTANDING	
156494	4772	SUN RIDGE SYSTEMS INC	09/29/2016	815.00		00	OUTSTANDING	
156495	6617	SUNRISE SERVICES	09/29/2016	1,395.70		00	OUTSTANDING	
156496	6583	TELEPACIFIC COMMUNICATIONS	09/29/2016	2,452.02		00	OUTSTANDING	
156497	4412	TIME WARNER CABLE	09/29/2016	94.30		00	OUTSTANDING	
156498	6925	UNITED WATER WORKS, INC	09/29/2016	2,256.11		00	OUTSTANDING	
156499	2269	UNITED WAY OF THE INLAND VALLE	09/29/2016	107.00		00	OUTSTANDING	
156500	5501	ARTURO VELA	09/29/2016	472.40		00	OUTSTANDING	
156501	6650	VULCAN MATERIALS CO	09/29/2016	2,545.43		00	OUTSTANDING	
156502	6918	WATERLINE TECHNOLOGIES, INC	09/29/2016	585.59		00	OUTSTANDING	
156503	4821	WELLS FARGO CARD SERVICES INC	09/29/2016	724.42		00	OUTSTANDING	
156504	4821	WELLS FARGO CARD SERVICES INC	09/29/2016	500.57		00	OUTSTANDING	
156505	4821	WELLS FARGO CARD SERVICES INC	09/29/2016	7,436.58		00	OUTSTANDING	
156506	4821	WELLS FARGO CARD SERVICES INC	09/29/2016	486.55		00	OUTSTANDING	
156507	6555	XSAT USA LLC	09/29/2016	249.50		00	OUTSTANDING	
156508	4236	CHELSE YOUNGBLOOD	09/29/2016	136.00		00	OUTSTANDING	
156509	6499	ZENNER PERFORMANCE METERS, INC	09/29/2016	50.00		00	OUTSTANDING	

BANK: 00 **********

NO. OF CHECKS: 78 CHECKS OUTSTANDING 369,650.62 ***
OUTSTANDING CHECKS: 78 RECONCILED CHECKS: VOID CHECKS:
369,650.62 .00 .00 .00

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DATE VOIDED	BANK CODE	ORIGINAL AMOUNT

BANK: 00 **********

NO. OF CHECKS: CHECKS VOIDED .00 .00 ***

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
923*	4433	RIVERSIDE PUBLIC UTILITIE	002837		09/08/2016	670-7010-473.27-09	97,998.00		
			002838		09/08/2016	670-7010-473.27-70	294,387.25		
			002839		09/08/2016	670-7010-473.27-60	208,531.88		
			002840		09/08/2016	670-7010-473.27-50	1,327,592.12		
			002841		09/08/2016	670-7010-473.33-02	2,701.54		
			002842		09/08/2016	670-7000-331.20-01	103.65-		
			002843		09/08/2016	670-7000-356.38-17	10,227.15-		
			002844		09/08/2016	670-7000-356.38-20	158,346.76-		
			002845		09/08/2016	670-7000-356.38-10	68,766.83-		
							1,693,766.40	*	1,693,766.40
9005887*	2256	WELLS FARGO BANK	002816		09/02/2016	001-0000-204.10-00	284,374.06		
							284,374.06	*	284,374.06
9005888*	5885	TASC	002817		09/02/2016	001-0000-204.80-04	4,296.98		
			002818		09/02/2016	001-0000-204.80-05	612.52		
							4,909.50	*	4,909.50
9005889*	985	CA. ST. EMPLOYMENT DEV. D	002819		09/01/2016	001-0000-204.12-00	15,461.97		
							15,461.97	*	15,461.97
9005890*	2484	INTERNAL REVENUE SERVICE	002820		09/06/2016	001-0000-204.11-00	47,933.37		
			002821		09/06/2016	001-0000-204.13-00	68,558.08		
							116,491.45	*	116,491.45
9005891*	997	CA. ST. PUBLIC EMPLOYEES	002822		09/08/2016	001-0000-204.20-00	125,137.67		
							125,137.67	*	125,137.67
9005892*	4051	CALPERS 457 PLAN - 450260	002823		09/08/2016	001-0000-204.16-00	24,754.88		
			002824		09/08/2016	001-0000-204.16-00	4,805.53		
							29,560.41	*	29,560.41
9005893*	4228	WELLS FARGO BANK	002825		09/09/2016	001-0000-204.80-14	1,038.72		
							1,038.72	*	1,038.72
9005894*	2256	WELLS FARGO BANK	002826		09/16/2016	001-0000-204.10-00	322,574.79		
							322,574.79	*	322,574.79
9005895*	5885	TASC	002827		09/15/2016	001-0000-204.80-04	4,296.98		
			002828		09/15/2016	001-0000-204.80-05	612.52		
							4,909.50	*	4,909.50
9005896*	985	CA. ST. EMPLOYMENT DEV. D	002829		09/19/2016	001-0000-204.12-00	16,942.19		
							16,942.19	*	16,942.19
9005897*	2484	INTERNAL REVENUE SERVICE	002830		09/19/2016	001-0000-204.11-00	50,844.05		
			002831		09/19/2016	001-0000-204.13-00	75,629.64		
							126,473.69	*	126,473.69
9005898*	997	CA. ST. PUBLIC EMPLOYEES	002832		09/27/2016	001-0000-204.20-00	135,214.09		
							135,214.09	*	135,214.09

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
9005899*	4051	CALPERS 457 PLAN - 450260	002833		09/27/2016	001-0000-204.16-00	25,299.54		
			002834		09/27/2016	001-0000-204.16-00	4,805.53		
							30,105.07	*	30,105.07
9005900*	2256	WELLS FARGO BANK	002835		09/30/2016	001-0000-204.10-00	357,813.94		
							357,813.94	*	357,813.94
						BANK/CHECK TOTAL	3,264,773.45		3,264,773.45
						ALL BANKS/CHECKS TOTAL	3,264,773.45		3,264,773.45

Dept/Div Activity	Check Payee	Social Security	Check Number	Amount
	FRANCHISE TAX BOARD		10575	50.00
	DEPARTMENT OF TREASURY		10576	209.00
	UNITED STATES TREASURY		10577	125.50
	CALIF. STATE DISBURSEMENT UNIT		10578	180.46
	TRACY YOUNGBLOOD		10579	223.39
	CALIF. STATE DISBURSEMENT UNIT		10580	322.61
	FRANCHISE TAX BOARD		10581	125.00
	FRANCHISE TAX BOARD		10582	125.00
4000-461	LAPHAM, SIERRA G	4397	10583	272.37
4000-461	PAUGA, LYLE	6408	10584	211.47
4000-461	RAY, CYNDI A	6786	10585	45.80
4000-461	WOOLFOLK, COLLIN T	9169	10586	343.85
4010-461	ALDERMAN, LUKE D	220	10587	287.22
4010-461	BAEZ, RAQUEL M	571	10588	127.47
4010-461	DELEON, KRYSTEN R	1858	10589	155.62
4010-461	GARCIA, JUAN C	2545	10590	540.46
4010-461	GARCIA, SAMUEL I	2551	10591	246.71
4010-461	GILCHRIST JR, SEAN E	2699	10592	322.87
4010-461	IRVING, MADISON L	3598	10593	71.93
4010-461	LANDINGHAM, JUSTIN P	4381	10594	391.93
4010-461	QUINN, MELISSA S	6748	10595	300.16
4010-461	TORRES, AARON O	8434	10596	22.32
4010-461	TRYON, MYKAELA C	8441	10597	260.48
	FRANCHISE TAX BOARD		10598	101.14
	UNITED STATES TREASURY		10599	260.00
	MARY NELL WARE		10600	435.23
	CALIF. STATE DISBURSEMENT UNIT		10601	193.84
	JAMI MCLAUGHLIN		10602	646.16
	Total Checks -		28	6,597.99

Dept/Div Activity	Check Payee	Social Security	Check Number	Amount
	FRANCHISE TAX BOARD		10603	50.00
	DEPARTMENT OF TREASURY		10604	209.00
	UNITED STATES TREASURY		10605	125.50
	CALIF. STATE DISBURSEMENT UNIT		10606	180.46
	TRACY YOUNGBLOOD		10607	223.39
	CALIF. STATE DISBURSEMENT UNIT		10608	322.61
	FRANCHISE TAX BOARD		10609	125.00
	FRANCHISE TAX BOARD		10610	125.00
4000-461	LAPHAM, SIERRA G	4397	10611	399.30
4000-461	PAUGA, LYLE	6408	10612	218.62
4000-461	RAY, CYNDI A	6786	10613	331.75
4000-461	WOOLFOLK, COLLIN T	9169	10614	264.78
4010-461	ALDERMAN, LUKE D	220	10615	76.91
4010-461	GARCIA, JUAN C	2545	10616	147.94
4010-461	GARCIA, SAMUEL I	2551	10617	26.61
4010-461	GILCHRIST JR, SEAN E	2699	10618	49.61
4010-461	LANDINGHAM, JUSTIN P	4381	10619	233.19
4010-461	QUINN, MELISSA S	6748	10620	138.92
	FRANCHISE TAX BOARD		10621	107.15
	UNITED STATES TREASURY		10622	260.00
	MARY NELL WARE		10623	435.23
	CALIF. STATE DISBURSEMENT UNIT		10624	193.84
	FRANCHISE TAX BOARD		10625	1,137.55
	JAMI MCLAUGHLIN		10626	646.16
	Total Checks -		24	6,028.52

Dept/Div Activity	Check Payee	Social Security	Check Number	Amount
	CALIF. STATE DISBURSEMENT UNIT		10627	180.46
	TRACY YOUNGBLOOD		10628	223.39
	CALIF. STATE DISBURSEMENT UNIT		10629	322.61
	FRANCHISE TAX BOARD		10630	125.00
	FRANCHISE TAX BOARD		10631	125.00
4000-461	LAPHAM, SIERRA G	4397	10632	166.33
4000-461	PAUGA, LYLE	6408	10633	156.64
4000-461	RAY, CYNDI A	6786	10634	320.92
4000-461	WOOLFOLK, COLLIN T	9169	10635	189.58
4010-461	ALDERMAN, LUKE D	220	10636	74.41
4010-461	IRVING, MADISON L	3598	10637	44.65
4010-461	LANDINGHAM, JUSTIN P	4381	10638	99.23
4010-461	QUINN, MELISSA S	6748	10639	99.23
	FRANCHISE TAX BOARD		10640	242.59
	UNITED STATES TREASURY		10641	260.00
	MARY NELL WARE		10642	435.23
	CALIF. STATE DISBURSEMENT UNIT		10643	193.84
	JAMI MCLAUGHLIN		10644	646.16
	Total Checks -		18	3,905.27

PAYROLL

DIRECT DEPOSIT TOTALS

PAY PERIOD ENDING	DIRECT DEPOSIT DATES	DIRECT DEPOSIT AMOUNTS
08/28/2016	09/02/2016	$284,374.06
09/11/2016	09/16/2016	$322,574.79
09/25/2016	09/30/2016	$357,813.94

MANUAL CHECKS ISSUED

CHECK DATE	CHECK #	CHECK AMOUNT

TOTAL CHECKS/DIRECT DEPOSIT ISSUED

08/28/2016	09/02/2016	190
09/11/2016	09/16/2016	181
09/25/2016	09/30/2016	178
		549

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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**

MEETING DATE: **February 14, 2017**

SUBJECT: **Accept the Right-of-Way dedication from Sunrise Church of California Inc. for Street Improvements at 4024 W. Wilson Street, Assessor's Parcel Numbers 537-031-001, 004, 005, 007 & 008**

RECOMMENDATION:

Accept the Right-of-Way dedication from Sunrise Church of California Inc. for Street Improvements at 4024 W. Wilson Street, Assessor's Parcel Numbers 537-031-001, 004, 005, 007 & 008, as described in Exhibit "A", Exhibit "B" and Exhibit "C", and direct the City Clerk to accept and record said dedication.

JUSTIFICATION:

It is essential to obtain the right-of-way in order to meet the proposed right-of-way width requirement set forth by the adopted General Plan and Circulation Element.

BACKGROUND:

The property owner submitted an application to build a new building and also make improvements to an existing building at 4024 W. Wilson Street, Assessor's Parcel Numbers 537-031-001, 004, 005, 007 & 008, also known as Sunrise Church property. As part of the Conditions of Approval for the project, the owner is required to dedicate the necessary right-of-way fronting the property in order to meet the ultimate right-of-way width as set forth by the adopted General Plan and Circulation Element.

FISCAL IMPACT:

None.

OPTIONS:

1. Accept the Right-of-Way Dedication
2. Reject the Right-of-Way Dedication. If rejected, the Right-of-Way Dedication will not be recorded.

ATTACMENTS:

1. Right-of-Way Dedication (included Exhibit "A", Exhibit "B", and Exhibit "C")
2. Acceptance Certificate

Approved by:

Michael Rock,
City Manager

ATTACHMENT 1

(Right-of-Way Dedication, including Exhibit "A", Exhibit "B", & Exhibit "C")

EXEMPT RECORDING REQUESTED BY City of Banning PER GOV'T CODE 6103 AND WHEN RECORDED MAIL TO: City of Banning – City Clerk P.O. Box 998 Banning, CA 92220 MAIL TAX STATEMENTS TO: City of Banning – City Clerk P.O. Box 998 Banning, CA 92220	

OFFER OF DEDICATION – ROAD PURPOSES

The undersigned, being the present title owner(s) of record of the herein described parcel of land, do hereby make an irrevocable offer of dedication to the City of Banning, a political subdivision of the State of California, and its successors or assigns for public road, street, highway, and utility purposes, the real property situated in the City of Banning, County of Riverside, State of California, described in Exhibit "A" and "B" (legal description) and shown on Exhibit "C" (plat map) attached hereto and incorporated herein by this reference as though set forth in full.

It is understood and agreed that the City of Banning and its successors or assigns shall incur no liability with respect to such offer of dedication, and shall not assume any responsibility for the offered parcel of land or any improvements thereon or therein, until such offer has been accepted by appropriate action of the City Council, or of the local governing bodies or its successors or assigns.

The provisions hereof shall inure to the benefit of and be binding upon heirs, successors, assigns, and personal representatives of the respective parties hereto.

IN WITNESS THEREOF, these presents have executed this instrument this 14th day of December, 2016.

Sunrise Church of California Inc.
Corporation (Type Name)

Samuel M Petitfils
Signature

Samuel M. Petitfils Operations Pastor
Name and Title (Type)

Corporation (Type Name)

Signature

Name and Title (Type)

See Attached Document

See acknowledgements attached to this document.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Bernardino)

On Dec. 14 2016 before me, Krystal D. Gaytan, Notary Public
(insert name and title of the officer)

personally appeared Samuel M. Petitfils,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

KRYSTAL D. GAYTAN
COMM. #2145555
Notary Public - California
SAN BERNARDINO COUNTY
My Comm. Exp. Mar. 7, 2020

See Attached Document

EXHIBIT "A"

(LEGAL DESCRIPTION OF DEDICATED RIGHT OF WAY)

Real property in the City of Banning, County of Riverside, State of California, described as follows:

ALL THAT PORTION OF THE PROPERTY LYING NORTH OF A LINE THAT IS PARALLEL TO AND 55.00 FEET SOUTH OF THE CENTERLINE OF WEST WILSON STREET. THE PROPERTY IS DESCRIBED IN EXHIBIT "B":

TOGETHER WITH THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING AT THE NORTHEAST CORNER OF THE WEST 20 ACRES OF THE EAST 120 ACRES OF SAID LOT; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID WEST 20 ACRES OF THE EAST 120 ACRES, SOUTH 00°54'24" EAST, 40.00; THENCE SOUTH 89°34'21" WEST A DISTANCE OF 369.40 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 42°28'30" WEST A DISTANCE OF 16.53 FEET; THENCE NORTH 89°34'21" EAST A DISTANCE OF 11.35' FEET TO THE POINT OF BEGINNING.

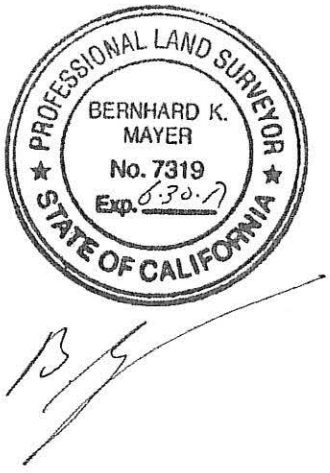


EXHIBIT "B"

Real property in the City of Banning, County of Riverside, State of California, described as follows:

LOT 1 OF EXHIBIT A AS SHOWN ON CERTIFICATE OF COMPLIANCE NO. 07-57504 AS EVIDENCED BY DOCUMENT RECORDED APRIL 09, 2008 AS INSTRUMENT NO. 2008-0175334 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE WEST 20.00 ACRES OF THE EAST 120.00 ACRES OF LOT 1, OF THE GINZEL-MONTGOMERY TRACT IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 8, PAGE 64 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

COMMENCING AT THE NORTHEAST CORNER OF THE WEST 20 ACRES OF THE EAST 120 ACRES OF SAID LOT; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID WEST 20 ACRES OF THE EAST 120 ACRES, SOUTH 00°54'24" EAST, 40.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST LINE, SOUTH 00°54'24" EAST, 500.16 FEET; THENCE LEAVING SAID EAST LINE, SOUTH 89°06'00" WEST, 380.84 FEET TO A POINT ON THE EAST LINE OF FORTY FIRST STREET (60.00 FEET WIDE) AS SHOWN ON A MAP OF SNOW VIEW ESTATES, RECORDED IN BOOK 44, PAGES 72 AND 73, OF MAPS, RECORDS OF SAID COUNTY; THENCE ALONG THE EAST LINE OF SAID FORTY FIRST STREET, NORTH 00°53'41" WEST, 493.22 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 10.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°28'02" FOR AN ARC DISTANCE OF 15.79 FEET TO A POINT ON THE SOUTH LINE OF WILSON STREET (40.00 FEET HALF WIDTH) AS SHOWN ON SAID MAP OF SNOW VIEW ESTATES; THENCE ALONG SAID SOUTH LINE, NORTH 89°34'21" EAST, 370.67 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

LOT 2 OF EXHIBIT A AS SHOWN ON CERTIFICATE OF COMPLIANCE NO. 07-57504 AS EVIDENCED BY DOCUMENT RECORDED APRIL 09, 2008 AS INSTRUMENT NO. 2008-0175334 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

THAT PORTION OF THE WEST 20.00 ACRES OF THE EAST 120.00 ACRES OF LOT 1, OF THE GINZEL-MONTGOMERY TRACT IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 8, PAGE 64 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THAT PORTION OF THE WEST 20 ACRES OF THE EAST 120 ACRES OF SAID LOT WITH THE NORTH LINE OF GEORGE STREET, 60 FEET WIDE, AS SHOWN ON THE MAP OF SNOW VIEW ESTATES, RECORDED IN BOOK 44, PAGES 72 AND 73, OF MAPS, RECORDS OF SAID COUNTY; THENCE ALONG SAID NORTH LINE SOUTH 89°06'00" WEST, 273.88 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE SOUTH 89°06'00" WEST, 97.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 10.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'19" FOR AN ARC DISTANCE OF 15.71 FEET TO A POINT ON THE EAST LINE OF FORTY FIRST STREET (60.00 FEET WIDE) AS SHOWN ON SAID MAP OF SNOW VIEW ESTATES; THENCE ALONG SAID EAST LINE, NORTH 00°53'41" WEST, 174.12 FEET; THENCE LEAVING SAID EAST LINE, NORTH 89°06'00" EAST, 107.00 FEET; THENCE SOUTH 00°53'41" EAST, 184.12 FEET TO THE POINT OF BEGINNING.

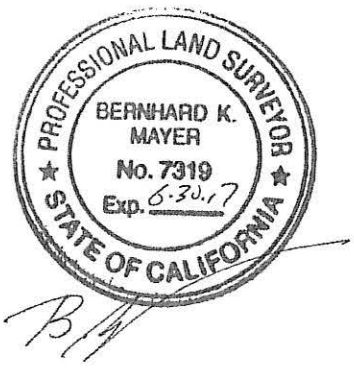
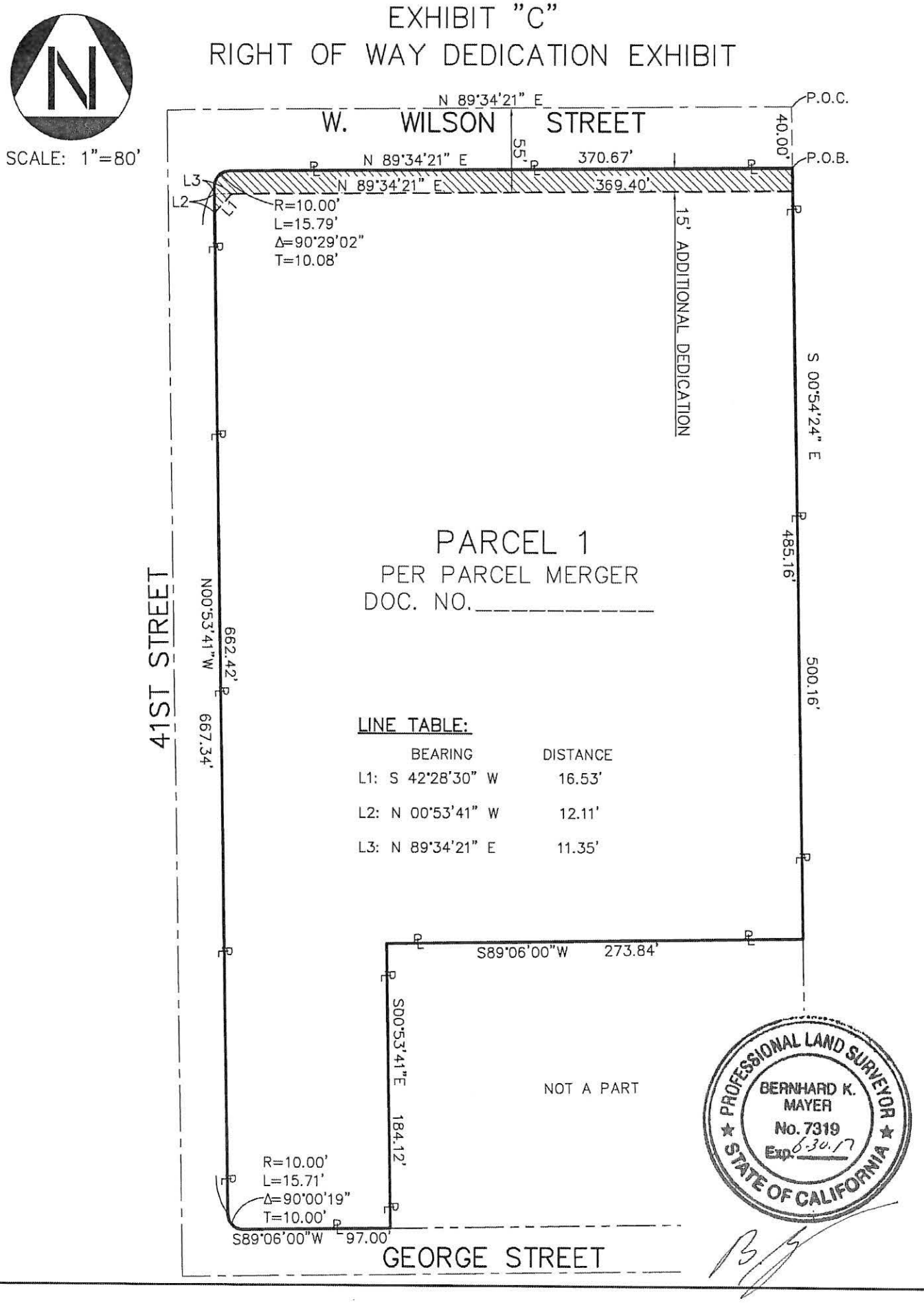


EXHIBIT "C"
RIGHT OF WAY DEDICATION EXHIBIT



ATTACHMENT 2

(Acceptance Certificate)

When Recorded Mail To:
City Clerk
City of Banning
P.O. Box 998
Banning, CA 92220

NO RECORDING FEE PER SECTION 6103 OF THE GOVERNMENT CODE.

SPACE FOR RECORDER'S USE

CERTIFICATE OF ACCEPTANCE

This is to certify that the Right of Way Dedication- Road Purposes from **Sunrise Church of California Inc.** dated 12/14/2016, is hereby accepted by THE CITY OF BANNING pursuant to authority conferred by the City Council this 14th day of February, 2017, and the grantees consent to recordation thereof by its duly authorized agent.

Dated:_____

CITY OF BANNING

By_____
Marie A. Calderon, City Clerk

CITY OF BANNING
CITY COUNCIL REPORT

TO:	**CITY COUNCIL**
FROM:	**Michael Rock, City Manager**
PREPARED BY:	**Sonja De La Fuente, Executive Assistant/Deputy City Clerk**
MEETING DATE:	**February 14, 2017**
SUBJECT:	**Receive and File List of Contracts Approved Under the City Manager's Signature Authority**

RECOMMENDATION:

Receive and file the list of Contracts approved under the City Manager's signature authority of $25,000 or less.

BACKGROUND:

City Council requested regular reports of contracts signed under the City Manager's signature authority of $25,000 or less.

ATTACHMENT:

1) List of Contracts approved by City Manager

Reviewed and Approved by:

Michael Rock, City Manager

ATTACHMENT 1

Contracts Approved Under City Manager Signature Authority				
Date	**Department**	**Vendor/Contractor**	**Amount**	**Services Provided**
1/26/2017	Public Works	Synagro-WWT, Inc.	$ 25,000.00	Biosolids Removal
1/26/2017	Public Works	Jaycox Construction	$ 23,849.19	CNG Unit A&B Repairs (emergency services)
2/3/2017	Admin Services	CV Strategies	$ 18,000.00	1st Amendment - Communications Consulting Services

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CITY OF BANNING
CITY COUNCIL REPORT

TO: **CITY COUNCIL**

FROM: **Michael Rock, City Manager**

PREPARED BY: **Alejandro Diaz, Chief of Police**
Phil Holder, Captain

MEETING DATE: **February 14, 2017**

SUBJECT: **Discuss and Consider Adopting Resolution 2017-20: Approving the equipping of seven police department vehicles and removal of equipment from six old police department vehicles by Innovative Emergency Equipment in an amount not to exceed $66,311 under Riverside County Contract #SHARC- 005516-006-09/19**

RECOMMENDATION:

The City Council adopt Resolution 2017-20, a Resolution of the City of Banning, California, authorizing the police department to utilize Innovative Emergency Equipment to outfit seven (7) new vehicles with equipment and remove equipment from six (6) old police patrol vehicles in an amount not to exceed $66,311, under Riverside County Contract #SHARC-005516-006-09/19. The project amount includes a 5% contingency.

JUSTIFICATION:

The new patrol vehicles will require the purchase and installation of equipment necessary for them to be deployed in the field. This equipment includes but is not limited to radios, computers, cameras, emergency lights, gun racks, seat cages, and other associated equipment.

To save funds, the police department intends on reusing vehicle cameras, radios, computer keyboards/monitors, and weapon racks, which are still in good working order. Innovative Emergency Equipment will be tasked with removing equipment from the old police vehicles and reinstalling it in the new vehicles.

BACKGROUND:

On December 12, 2016, the Banning City Council adopted Resolution 2016-115 for the purchase of 8 new police vehicles. The police department will take possession of seven of these vehicles during February 2017. The eighth vehicle is still on back order and should arrive sometime during March 2017.

The contract the Banning Police Department is requesting to "Piggy Back" on for equipment purchases, removal, and installation was adopted on September 9, 2016 by the Riverside County Board of Supervisors and is in effect through September 30, 2019.

FISCAL IMPACT:

The cost for equipping the new vehicles and removing equipment from the old vehicles will be covered by existing funds in the Supplemental Law Enforcement Services Allocation (SLESA) account. Subsequently, no general funds are required.

OPTIONS:

1. Adopt Resolution 2017-20
2. Reject Resolution 2017-20 and provide direction to staff.

STRATEGIC PLAN OBJECTIVE:

This request supports the City's strategic goal related to "Public Health and Safety".

ATTACHMENT:

1. Resolution 2017-20
2. Riverside County Contract (SHARC-005516-006-09/19)
3. Innovative Emergency Equipment Quotes for Equipment, Stripping, and Installation

Approved by:

Michael Rock
City Manager

ATTACHMENT 1

RESOLUTION 2017-20

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA AUTHORIZING THE POLICE DEPARTMENT TO UTILIZE INNOVATIVE EMERGENCY EQUIPMENT FOR THE PURCHASE, REMOVAL, AND INSTALLATION OF EQUIPMENT NECESSARY TO OUTFIT SEVEN NEW POLICE VEHICLES UNDER RIVERSIDE COUNTY CONTRACT #SHARC-05516-006-09/19 IN AN AMOUNT NOT TO EXCEED $ 66,311.

WHEREAS, the City of Banning Police Department is responsible for the security and safety of the Citizens of the City; and,

WHEREAS, emergency equipment in police vehicles is necessary for their deployment in the field; and,

WHEREAS, purchases in excess of $25,000 require City Council approval.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Banning hereby authorizes the Banning Police Department to utilize Innovate Emergency Equipment for the purchase, removal, and installation of equipment necessary to outfit seven new police vehicles using Riverside County Contract #SHARC-05516-006-09/19 in an amount not to exceed $ 66,311. The Finance Department is authorized to make the necessary budget adjustments related to these funds.

PASSED, APPROVED, AND ADOPTED this 14th day of February 2017.

_____
George Moyer, Mayor
City of Banning

ATTEST:

_____
Marie A. Calderon, City Clerk
City of Banning

APPROVED AS TO FORM
AND LEGAL CONTENT

_____
John Cotti, Interim City Attorney
Jenkins & Hogin, LLC

CERTIFICATION

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the forgoing Resolution 2017-20 was duly adopted by the City Council of the City of Banning at the regular meeting thereof held on the 14th day of February, 2017, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

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

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ATTACHMENT 2

PERSONAL SERVICE AGREEMENT

for

SHERIFF VEHICLES-EQUIPMENT INSTALLATION/LABOR AND REMOVAL

between

COUNTY OF RIVERSIDE

and

INNOVATIVE DESIGN AND SHEET METAL PRODUCTS, INC. DBA: INNOVATIVE EMERGENCY EQUIPMENT

SEP 27 2016 3.28

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This Agreement, made and entered into this 20th day of September, 2016, by and between Innovative Design and Sheet Metal Products, Inc. (Dba: Innovative Emergency Equipment), (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, and Payment Provisions, to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through September 30, 2019 unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed eight hundred thousand dollars ($800,000) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products.

Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

SHERIFF FLEET SERVICES
7195 ALESSANDRO BLVD
RIVERSIDE, CA 92506
ATTN: FLEET SERGEANT

a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (**SHARC-05516-006-09/19**); Vehicle Identification Number ("VIN"), unit number and date of delivery to the CONTRACTOR's facility; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

b) The CONTRACTOR (s) shall submit invoices to Sheriff's Fleet after inspection and acceptance by the COUNTY.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

(a) Stop all work under this Agreement on the date specified in the notice of termination; and,

(b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at https://www.sam.gov for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (http://www.epls.gov) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this

Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of

competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The Sheriff Department, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department shall also serve as a liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Sheriff Fleet Services
7195 Alessandro Blvd
Riverside, CA 92506
Sgt. John Carlberg

Purchasing and Fleet Services
2980 Washington Street
Riverside, CA 92504

CONTRACTOR

Innovative Design and Sheet Metal Products, Inc.
(Dba: Innovative Emergency Equipment)
1616 Marlborough Ave. Unit S-1
Riverside, CA 92507

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

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

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds $500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-

insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: _____
John J. Benoit, Chairman
Board of Supervisors

Dated: SEP 27 2016

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Neal Kipnis,
Deputy County Counsel

Innovative Design and Sheet Metal Products, Inc.
(DBA: Innovative Emergency Equipment)

By: _____
Name: James Wood
Title: President

Dated: Sep. 2, 2016

EXHIBIT A
SCOPE OF SERVICE

A. CONTRACTOR REQUIREMENTS

1. CONTRACTOR shall provide equipment, labor/installation and removal services as ordered by the COUNTY for all active, retired duty and service vehicles for the Sheriff Department. The CONTRACTOR shall provide product usage reports to satisfactorily support the COUNTY. The COUNTY shall order products that are identified as approved items that are listed in the Sheriff's Vehicle Specifications Manual 2016, as necessary.

    a. The Sheriff's Department shall have the CONTRACTOR build patrol, stealth, and plain vehicles to be determined by the Sheriff Fleet Department. Current vehicle types are as follows: Ford: Crown Victoria Patrol Cars, Ford: Crown Victoria Stealth Cars, Ford: Expedition Patrol Cars, Ford: Expedition Stealth Cars, and Ford: Utility Interceptors, Chevrolet Caprice and Dodge Chargers.
    b. The CONTRACTOR shall be responsible for providing the product inventory's, manpower resources, and/or production equipment.
    c. The Sheriff Department may evaluate other possible patrol vehicles at the discretion of the Sheriff Department.

2. The Sheriff Department may order Specialty Vehicles from time to time during the year that may include Patrol K-9 adaptations, Forensic Trucks, Bomb Squad Vehicles, S.E.R.T. Vehicles (Sheriff's Emergency Response Team), S.E.B. Vehicles (Special Enforcement Bureau/SWAT), Correction Transportation Vehicles and Coroner Vehicles.

3. The "Specialty Vehicles" are custom built by the CONTRACTOR, and these specialty vehicles may vary from vehicle to vehicle depending on what type of equipment is needed by the Sheriff station or specialized unit. There is no definitive specification book associated with these types of specialty vehicles because of the constant changes in the equipment requirements.

4. The CONTRACTOR shall strip a combination of patrol, stealth, and plain vehicles. The CONTRACTOR shall remotely strip non-drivable vehicles (out of service & collision totals) at the at various COUNTY locations in Moreno Valley, Murrieta (Southwest Temecula), Rubidoux and Indio.

5. Vehicle strips may include, but not limited to, the removal of:
    a. All emergency lighting equipment and siren
    b. Police radio, scanner, and mobile data computer
    c. Partition cages or K-9 kennels
    d. All gun racks
    e. Metal trunk boxes and trays
    f. Fire extinguisher
    g. Rear plastic seat and seat belts

6. The COUNTY shall have the best pricing, based on the economies of scale, for those items specifically identified in the Sheriff's Vehicle Specification Manual 2016. The COUNTY is to receive the lowest price for those identical/similar items as listed in Exhibit B of the Agreement.

7. Commodities that the Riverside COUNTY Sheriff's Department, COUNTY Agencies, or Contract Cities may **not** acquire from the Agreement are items that would be identified as a fire-arm (weapon) or the ammunition and accessories for such equipment.

8. The CONTRACTOR shall deliver, and shall have "will-call" delivery product inventory as needed for the Sheriff Department.

9. Pricing will be all inclusive of any vendor vehicle pick-up or delivery fees, should the Sheriff Department personnel not be able to provide that service. The Sheriff Department personnel may bring either a new vehicle or a retired vehicle with them when notified by the CONTRACTOR of a completed new vehicle installation or the completion of a vehicle "strip-out."

11. CONTRACTOR pricing shall be accurate to the type of Sheriff's vehicle being built and or stripped (i.e.: a plain Sheriff's vehicle build or strip is expected to be far less than the same for a patrol vehicle equipped with a Mobile Data Computer (MDC) and emergency lighting.

12. The CONTRACTOR shall provide a unit price for the individual products as noted in the Exhibit B and extend those prices to the vehicle type as specified. The COUNTY of Riverside, Sheriff's Department requests that unless an item is discontinued, substitutes are subject to prior review and written approval by the COUNTY.

    a. Special Equipment:

        i. The CONTRACTOR shall make the necessary commitment to provide equipment and trained personnel, at the CONTRACTOR'S location, to support the volume of vehicles the Sheriff's Department requires to maintain its operations and fleet levels.
        ii. The CONTRACTOR shall be required to have access to a custom fabrication shop that would allow for the many and various vehicle builds and subsequent installations that arise from various needs and specialty configurations of the department.
        iii. The CONTRACTOR shall have made or have made a "one-piece electrical wiring harness" to be installed in the Sheriff's vehicles to maintain consistency in installation of equipment and ease in trouble shooting electrical problems. NO EXCEPTIONS.

13. Equipment: The COUNTY reserves the right to have equipment/parts installed that are of equal design, form, fit, and function. The COUNTY reserves the right to specify or make changes on equipment for the duration of the Agreement.

B. OPERATIONAL SPECIFICATIONS

1. CONTRACTOR shall contact the Sheriff's Department personnel to identify all vehicle service equipment/parts that will be stocked at the CONTRACTOR'S location. This shall be accomplished within 30 days of the approved Agreement. This shall repeat itself every year and prior to the renewal of the Agreement. This is necessary to adjust for rolling stock changes within the Sheriff's

Department. By mutual agreement between the CONTRACTOR and the COUNTY, available inventory of equipment/parts shall be determined using expected weekly production output based on monthly or yearly vehicle installation projections.

2. The CONTRACTOR shall be committed to the "Maximum" production/delivery time required to complete the projected number of vehicle installations. The CONTRACTOR shall complete a single vehicle installation in five (5) business days. The CONTRACTOR shall commit to a service satisfaction level (i.e.95%) and to make the necessary investment in "on-hand inventory of equipment/parts" and service personnel to maintain this Agreement. The CONTRACTOR shall monitor their local and back-up inventories on a regular basis and coordinate their replenishment orders with the supplying factory to take into account lead time and production schedules, and sales to other user agencies, and to insure that the Riverside County Sheriff Department shall be serviced in a proper manner to this Agreement.

   a. *Should it be determined that the CONTRACTOR has not made the necessary commitment to service the COUNTY with proper inventory stocking levels, demonstrated poor performance, or poor quality of workmanship to the Riverside County Sheriff's Department, the Riverside County Sheriff Department may issue a thirty (30) day notice to rescind the balance of this Agreement shall and will be issued by COUNTY on behalf of the Sheriff's Department. Frequent late deliveries of completed vehicle installations or consistent failure to meet delivery of vehicles without valid and justified reasons may result in cancellation of the entire award/contract and/or possible removal from the bid list.*

3. DELAYS: If a delay is foreseen in the availability of any part, an accessory (of any type), or piece of equipment required to complete the vehicle installation as ordered by the Riverside County Sheriff Department personnel, or any of the above items that are normally considered an "In-Stock" inventory item, the CONTRACTOR shall give thirty (30) day prior written notice to the Sheriff's Department and to the Riverside County Purchasing. This notice shall detail the exact nature of the delay and the date of when the item will be received by the CONTRACTOR to be available in inventory and ready for installation. The Sheriff Department and Riverside County Purchasing Department has the right to extend the delivery due date if reasons appear to be reasonable, at the sole discretion of the COUNTY. The CONTRACTOR must keep the Sheriff Department personnel advised at all times of the status of the delay. Default in "promised delivery" (without acceptable reasons) or failure to meet specifications, authorizes the Sheriff Department and Riverside County Purchasing Department to purchase the parts, accessories, or equipment elsewhere and charge full increase in cost and handling to the defaulting CONTRACTOR.

4. EQUIPMENT PICK-UP: The CONTRACTOR shall notify the Sheriff Department Fleet Unit, managing sergeant only after the required equipment has been completely and successfully installed of the previously delivered COUNTY vehicle; and that this vehicle has successfully completed and passed functionality testing of the installed equipment prior to pick-up from the Riverside County Sheriff Department. A delivery/check-out form, for each vehicle, shall also have been prepared, annotated, and ready for the vehicle pick-up inspection. CONTRACTOR delivery/inspection procedure is important; and that in the event a completed delivery is not made as required by the COUNTY, or the per vehicle delivery/inspection time has been prolonged due to on-site repairs of

equipment or installation defects on that vehicle, liquidated damages of $70.00 per hour will be assessed for the total combined extended waiting times on those vehicles at the end of the month. The CONTRACTOR will be allotted a total combined waiting time (down time) for minor installation repairs of one (1) hour per month. Excess hours of waiting time (down-time), beyond the one (1) hour, will be "charged-back" to the CONTRACTOR. In the event such liquidated damages are assessed by the COUNTY, the COUNTY shall deduct the amount thereof from any moneys due or that may come due to the CONTRACTOR under this Agreement.

5. INSTALLATION LOCATION: The Riverside COUNTY, Sheriff Fleet Services Department is located in the metropolitan area of Riverside, California. The CONTRACTOR installation site shall be located within this area. CONTRACTOR shall be responsible for transporting all vehicles to and from the Riverside COUNTY, Sheriff's Department Communication Center located at 7195 Alessandro Blvd., Riverside, California 92506. Should a delivered vehicle be required to be returned back to the "out-of-the-area" CONTRACTOR, for reason(s) that the CONTRACTOR caused, then a $70.00 per hour charge-back" will be assessed back to the CONTRACTOR for each day the vehicle is unable to be placed into service. The Riverside COUNTY, Sheriff's Fleet Services personnel will not be responsible for transporting said vehicle to or from the out-of-the-area CONTRACTOR.

6. SERVICE CENTER: The CONTRACTOR shall have the ability and experience to service (Emergency Vehicle Lighting Equipment) upon commencement of the Agreement. The CONTRACTOR is not required to be an authorized manufacture warranty repair center, it is expected that the CONTRACTOR will handle all warranty claims.

7. ALTERATIONS: Any alterations to the specifications, without the written approval of the Sheriff Department Fleet Services personnel and the Purchasing Agent, will be considered not compliant.

8. CONTRACT QUANTITIES: The quantities in the Agreement are not guaranteed and are given for information purposes only to the CONTRACTOR. They do not indicate the actual quantity, which will be ordered, since such volume will depend upon requirements, which develop during the Agreement period.

    a. Quantities shown or discussed shall not be construed to represent any amount of which the COUNTY shall be obligated to purchase under the Agreement, or relieve the CONTRACTOR of the obligation to fill all vehicle installation orders placed by the COUNTY.
    b. The COUNTY shall NOT guarantee any order of a specific quantity on any vehicle installation, type of vehicle installation, or vehicle strip-out.
    c. The COUNTY does not guarantee any amount of services or products to any vendor or vendors. If the CONTRACTOR is unable to perform to the requirements as stated in the Agreement, the COUNTY reserves the right to assign work to another CONTRACTOR in order to maintain Sheriff Fleet Vehicles for Public Safety at any time.

9. WARRANTY: CONTRACTOR shall provide a warranty that includes all parts and labor, which includes all repairs/services of equipment(s) under warranty, manufacture warranty or CONTRACTOR warranty. CONTRACTOR warranty for workmanship shall be for two (2) years. CONTRACTOR shall assume all responsibilities pertaining to shipping and handling of equipment

that has to be sent back to the manufacture for repairs/services. In the event the equipment is beyond repair, a replacement of a brand new equipment of the same model or equivalent shall be provided by CONTRACTOR. REMANUFACTURED equipment is not accepted.

10. CONTRACTOR SITE LOCATION SECURITY: CONTRACTOR shall provide site security at their location with no additional charge to the COUNTY. Site security shall be maintained 24 hours a day/365 days a year. All COUNTY vehicles that are in the possession of the CONTRACTOR shall be responsible for any and all damages while they are at the CONTRACTORS site. If any COUNTY vehicle is driven on public roads by the CONTRACTOR, they must have the proper insurance to be provided to the COUNTY and are responsible for any and all damages while in the possession of the CONTRACTOR. COUNTY vehicles that are outfitted with approved equipment shall be placed inside the CONTRACTOR's building when the CONTRACTOR is closed.

C. CALIFORNIA STATE BOARD OF EQUALIZATION

1. The California State Board of Equalization ("BOE") has determined that labor charge for installing parts or accessories to a **new vehicle** is fabrication labor subject to sales tax. Pursuant to the 60 Day Rule, a vehicle is considered new if it entered the CONTRACTOR's facility for vehicle-equipment installation within 60 days of the date the vehicle is registered with the California Department of Motor Vehicles ("DMV") as a new vehicle.

2. Based on the 60 Day Rule, COUNTY agrees to pay California sales tax to the CONTRACTOR on the labor performed by CONTRACTOR for installing equipment to new County vehicles during the term of this Agreement if the CONTRACTOR's invoice includes such sales tax. CONTRACTOR acknowledges and agrees that the COUNTY is not liable for any penalties and/or interests which may be owed by the CONTRACTOR to the State of California relating to sales tax.
   Within thirty (30) days of COUNTY's written request, CONTRACTOR shall refund the COUNTY any California sales tax that was paid by the COUNTY on labor performed by the CONTRACTOR for installing equipment to County vehicles if such vehicles entered the CONTRACTOR's facility for vehicle-equipment installation after 60 days such vehicles registered with the DMV as new vehicles.

3. In regards to County vehicles entering CONTRACTOR's facility for vehicle-equipment installation on or after May 1, 2016, the COUNTY agrees to provide the CONTRACTOR with a copy of the DMV registration as a new vehicle when available. CONTRACTOR shall not delay its performance of services under this Agreement based upon lack of receipt of such DMV registration."

EXHIBIT B
PAYMENT PROVISIONS

	Alternate Specification	
Patrol Utility Interceptor:	Code 3 2100 Series	
Cost for Equipment/Materials:	$	6,212.32
Cost for Installation:	$	2,080.00
California Sales Tax on Equipment/ Materials and to include tax on labor:	$	663.39
Complete Cost	$	8,955.71
Payment Term Discount	$	179.11
Cost after Payment Term Discount	$	8,776.60
Commander's Vehicles:		
Cost for Equipment/Materials:	$	1,347.50
Cost for Installation:	$	650.00
California Sales Tax on Equipment/ Materials and to include tax on labor:	$	159.80
Complete Cost	$	2,157.30
Payment Term Discount	$	43.15
Cost after Payment Term Discount	$	2,114.15
Corrections Stealth Utility Interceptor		
Cost for Equipment/Materials:	$	6,212.32
Cost for Installation:	$	2,080.00
California Sales Tax on Equipment/ Materials and to include tax on labor:	$	663.39
Complete Cost	$	8,955.71
Payment Term Discount	$	179.11
Cost after Payment Term Discount	$	8,776.60
Patrol Stealth Utility Interceptor, Expedition or Caprice Models		
Cost for Equipment/Materials:	$	6,222.82
Cost for Installation:	$	2,080.00
California Sales Tax on Equipment/ Materials and to include tax on labor:	$	664.23
Complete Cost	$	8,967.05
Payment Term Discount	$	179.34
Cost after Payment Term Discount	$	8,787.71
VEHICLE STRIP OUT		
Patrol Utility Interceptor: per vehicle	$	325.00
Patrol Stealth Utility Interceptor: per vehicle	$	325.00
Patrol Expedition: per vehicle	$	325.00
Patrol Stealth Expedition: per vehicle	$	325.00

Corrections Stealth: per vehicle	$	325.00
Commander's Stealth: per vehicle	$	195.00

CONTRACTOR Payment Terms: 2%-10, Net 30.

ATTACHMENT 3

IDSMP, DBA:

INNOVATIVE EMERGENCY EQUIPMENT
1616 Marlborough Ave. #S-1
Riverside, CA 92507

Estimate

Date	Estimate #
1/7/2017	1229

Name / Address
CITY OF BANNING POLICE DEPT. 99 E. RAMSEY ST. P.O. BOX 998 BANNING CA. 92220 ATTN:ACCOUNTS PAYABLE

Project

Item	Description	Qty	Rate	Total
65 PER HOUR	LABOR 65.00 PER HOUR TO INSTALL CUSTOMER SUPPLIED CAMERAS, COMPUTER AND RADIO ALONG WITH THE PARTS LISTED	34	65.00	2,210.00
	FRONT:			
21TRPL47-C91611	2100 47" RSO SPEC. LIGHTBAR WITH 3 T.D, LED ALLEYS, TR9 HEADS WITH NEW SOFTWARE	1	914.38	914.38T
5342T-2L91.	TEXTURED PUSH BUMPER 2013-2017 FORD INTERCEPTOR UTILITY , MR6 LIGHT READY	1	254.18	254.18T
MR6MC-RB	MR6 MULTI-COLORED LIGHT RED/BLUE	2	78.365	156.73T
ULT6-W.	6 LED, Mega Thin Surface Mount, 12-24V, White	2	60.28	120.56T
C3100.	100W SPEAKER W/ UNIVERSAL MOUNTING BRACKET	2	132.25	264.50T
950	HEADLIGHT FLASHER WITH SEPARATE TRIGGERS PER SIDE	1	30.02	30.02T
	SIDE:			
CODE 3.	M180 DUAL COLOR R/W, B/W	2	110.50	221.00T
	REAR:			
HB6PAK-A.	6-PACK LED Hide-A-Blast STROBE AMBER	1	51.48	51.48T
HB6PAK-B.	6-PACK LED Hide-A-Blast STROBE BLUE	2	51.48	102.96T
HB6PAK-R.	6-PACK LED Hide-A-Blast STROBE RED	1	51.48	51.48T
ULT6-B.	6 LED, Mega Thin Surface Mount, 12-24V, BLUE	1	60.28	60.28T
ULT6-R.	6 LED, Mega Thin Surface Mount, 12-24V, RED	1	60.28	60.28T
INV-LICENSE-BR...	LICENSE PLATE BKT	1	52.00	52.00T
	INTERIOR:			
CCSRN-TA3	CENCOM SAPPHIRE W/ T.A ADVISOR 100/200 watt siren amplifier with remote head and mic.	1	557.75	557.75T
3450.	Banshee low frequency siren	1	240.26	240.26T
5SUVIC1612	MOLDED AEDEC REAR PLASTIC SEAT, FACTORY BELTS (NO SCREEN), 2013-2016 INTERCEPTOR UTILITY	1	771.04	771.04T
572711	INTERCEPTOR SUV LOWER DOOR PANELS (SET) LINE-X COVERING	1	94.23	94.23T
5712FW	2013-2017 INTERCEPTOR UTILITY, REAR PARTITION, FULL WINDOW (Only compatible w/ AEDEC Prisoner Seat)	1	363.60	363.60T
INV-SWNG-SCRE...	EXPEDITION / EXPLORER MDC SWING SCREEN /TABLET MOUNT WITH KEYBOARD MOUNT W/SWIVEL	1	150.00	150.00T

Total

IDSMP, DBA:

INNOVATIVE EMERGENCY EQUIPMENT
1616 Marlborough Ave. #S-1
Riverside, CA 92507

Estimate

Date	Estimate #
1/7/2017	1229

Name / Address
CITY OF BANNING POLICE DEPT. 99 E. RAMSEY ST. P.O. BOX 998 BANNING CA. 92220 ATTN:ACCOUNTS PAYABLE

Project

Item	Description	Qty	Rate	Total
INV-EXPL CONS...	CUSTOM EXPLORER CONSOLE ,MOUNTING TAB, CUP HOLDERS	1	269.00	269.00T
L-5/18	18' GOOSENECK LITTLITE (MAP LIGHT)	1	49.63	49.63T
INV-MIC STAND	DUAL MIC STAND WITH CLIPS	1	15.00	15.00T
INNOVATIVE	DUAL GUN RACK WITH LOCKS	1	235.02	235.02T
INNOVATIVE	OVERHEAD WEAPON RACK customer supplied	0	95.00	0.00T
SC-1.	SC-1 STANDARD GUN LOCK ELECTRIC W #2 KEY OVERRIDE (SMALL SHOT GUN) customer supplied	0	57.20	0.00T
5700W	UNIVERSAL FRONT PARTITION, SLIDING WINDOW (NO BRACKETS)	1	353.07	353.07T
5700FER.	2013-2017 FORD EXPLORER INTERCEPTER RECESSED PANEL AND LOWER EXTENSION PANELS FOR FRONT PARTITION	1	118.43	118.43T
570711	TRANSFER KIT FOR 2013-2017 FORD EXPLORER INTERCEPTER BRACKETS FOR FRONT PARTITION	1	99.36	99.36T
579712	FALSE FLOOR W/ ELECTRONICS TRAY, FORD INTERCEPTOR UTILITY	1	399.71	399.71T
	MISC:			
AX-500.	AMEREX 500 5LB ABC FIRE EXTINGUISHER 2A10BC	1	45.24	45.24T
AX-860.	AMEREX 5 LB FIRE EXT HEAVY DUTY VEHICLE BRACKET W/ DOUBLE RUBBER STRAPS	1	26.28	26.28T
ANXMB8U.	3/4' HOLE NMO STYLE BRASS MT W/17' RG58U COAX & NO CONNECTOR	2	13.41	26.82T
4906.	HI-AMP BUSSMAN CIRCUIT BREAKER 150 AMP	1	29.85	29.85T
TOPHAT BRKT.	TOP HAT BRACKET FOR SUV'S	1	45.50	45.50T
6001.	POWER TAMER -TOP HAT	1	122.44	122.44T
5026B.	12 POSITION MARINE FUSE BLOCK W/ NEGATIVE BUS AND COVER	1	30.87	30.87T
5028B.	6 POSITION MARINE FUSE BLOCK W/ COVER	1	20.99	20.99T
JOB MATERIALS	MISC. PARTS, WIRE, ZIP TIES, CLAMPS, FASTENERS, POWDER COAT,SPLIT LOOM, RELAYS, ETC.	1	120.00	120.00T
INV-HARNESS	NEW COMPLETE WIRE HARNESS KIT	1	269.00	269.00T
60CREGCS.	6' RED/WHITE INTERIOR SURFACE MOUNTED LED WITH A SEPARATE ON / OFF	1	146.88	146.88T
	*ALL NOTED COST IS BASED ON THE CURRENT RSO CONTRACT NUMBER SHARC-05516-006-09/19			
	Sales Tax 7.75%		7.75%	537.84
		Total		$9,687.66

IDSMP, DBA:

INNOVATIVE EMERGENCY
EQUIPMENT
1616 Marlborough Ave. #S-1
Riverside, CA 92507

Estimate

Date	Estimate #
1/26/2017	1241

Name / Address
CITY OF BANNING POLICE DEPT. 99 E. RAMSEY ST. P.O. BOX 998 BANNING CA. 92220 ATTN:ACCOUNTS PAYABLE

Project

Description	Qty	Rate	Total
LABOR 65.00 PER HOUR TO REMOVE EQUIPMENT AND CABLES FROM EXISTING PATROL UNIT TO BE UTILIZED INTO NEW BUILDS, PRICE INCLUDES REMOVING CAGING, SEATS SO ALL NEEDED WIRING CAN BE REMOVED ALONG WITH RE-INSTALLING THE EQUIPMENT *INCLUDES TRIP CHARGE*	6	260.00	1,560.00
Sales Tax 7.75%		7.75%	0.00
*ALL NOTED COST IS BASED ON THE CURRENT RSO CONTRACT NUMBER SHARC-05516-006-09/19			
		Total	$1,560.00

IDSMP, DBA:

Estimate

INNOVATIVE EMERGENCY EQUIPMENT
1616 Marlborough Ave. #S-1
Riverside, CA 92507

Name / Address

CITY OF BANNING POLICE DEPT.
99 E. RAMSEY ST.
P.O. BOX 998
BANNING CA. 92220
ATTN:ACCOUNTS PAYABLE

Date	Estimate #
1/31/2017	1247

FOB	Due Date	Terms	Project
	3/2/2017	Net 30	

Item	Description	Qty	Cost	Total
65 PER HOUR	LABOR 65.00 PER HOUR TO INSTALL THE FOLLOWING PARTS ON A FORD TAURUS SEDAN; LIGHTBAR (ALL AMBER) INCLUDES CUSTOMER SUPPLIED RADIO AND DATA 911	16	65.00	1,040.00
	FRONT OF VEHICLE			
21TRPL47-C91611	47" 2100 RSO SPEC. LIGHTBAR WITH 3 T.D, LED ALLEYS, TR9 HEADS WITH NEW SOFTWARE FOR NEW STYLE CONTROLLERS ALL AMBER W/AMBER LENSES	1	914.38	914.38T
M180S-A	INTERSECTION / MIRROR / PUDDLE LIGHT 180 DEGREE AMBER	2	82.21	164.42T
BSM-BKT-PIU	M180 Intersection Light Bracket, Below Side Mirror, 2012-2016 PIU sedan MR6 OR M180 (SET)	1	27.88	27.88T
	REAR VEHICLE			
ETFBSSN-P	TAIL LIGHT FLASHER	1	48.10	48.10T
	INTERIOR			
INV-TAURUS-CONSOLE	CUSTOM DESIGN CENTER CONSOLE WITH ARM PADS AND CUP HOLDERS FOR 2015 FORD TAURUS	1	389.00	389.00T
PCC8R	8 POSITION KEY PAD WITH REMOTE RELAY MODULE	1	261.30	261.30T
INV-SWNG-SCREEN	TAURUS MDC SWING SCREEN /TABLET MOUNT WITH SWIVEL KEYBOARD MOUNT	1	150.00	150.00T

All orders paid by Credit Card are subject to a 3% CC convienence Fee.

Subtotal	
Sales Tax (7.75%)	
Total	

Phone #	Fax #
951-222-2270	951-222-2239

Signature _____

IDSMP, DBA:

Estimate

INNOVATIVE EMERGENCY EQUIPMENT
1616 Marlborough Ave. #S-1
Riverside, CA 92507

Name / Address

CITY OF BANNING POLICE DEPT.
99 E. RAMSEY ST.
P.O. BOX 998
BANNING CA. 92220
ATTN:ACCOUNTS PAYABLE

Date	Estimate #
1/31/2017	1247

FOB	Due Date	Terms	Project
	3/2/2017	Net 30	

Item	Description	Qty	Cost	Total
	MISC.			
JOB MATERIALS	MISC. PARTS, WIRE, ZIP TIES, CLAMPS, FASTENERS,SPLIT LOOM, RELAYS, ETC.	1	85.00	85.00T
4902.	HI-AMP BUSSMAN CIRCUIT BREAKER 70 AMP	1	29.85	29.85T
5025B.	6 POSITION MARINE FUSE BLOCK W/ NEGATIVE BUS AND COVER	1	27.06	27.06T
ANXMB8U.	3/4' HOLE NMO STYLE BRASS MT W/17' RG58U COAX & NO CONNECTOR	1	13.41	13.41T
ANXQWFT120.	118-970 MHz 0 DB FIELD TUNABLE 1/4 WAVE MOBILE ANTENNA	1	12.30	12.30T
PAC 200	PAC 200 AMP ISOLATOR/SOLENOID	1	84.50	84.50T
TOPHAT BRKT.	TOP HAT BRACKET FOR SUV'S	1	45.50	45.50T
	*ALL NOTED COST IS BASED ON THE CURRENT RSO CONTRACT NUMBER SHARC-05516-006-09/19			

All orders paid by Credit Card are subject to a 3% CC convienence Fee.

Subtotal	$3,292.70
Sales Tax (7.75%)	$174.58
Total	$3,467.28

Phone #	Fax #
951-222-2270	951-222-2239

Signature _____

CITY OF BANNING
CITY COUNCIL REPORT

TO: **CITY COUNCIL**

FROM: **Michael Rock, City Manager**

PREPARED BY: **Heidi Meraz, Community Services Director**

MEETING DATE: **February 14, 2017**

SUBJECT: **Discuss and Consider adopting Resolution 2017-11, of the City Council of the City of Banning authorizing the submittal of the FY 2016/17 Local Transportation Fund Claim and approving the 2016/17-2018/19 Short Range Transportation Plan**

RECOMMENDATION:

Adopt Resolution 2017-11, authorizing the submittal of the FY 2016/17 Local Transportation Fund (LTF) Claim and approving the 2016/17-2018/19 Short Range Transportation Plan (SRTP).

JUSTIFICATION:

Resolution 2017-11 is required to complete the process by which operational funds are obtained through the Riverside County Transportation Commission (RCTC) on an annual basis. The SRTP, as well as required funding sources, has already been approved through RCTC. A claim form must be submitted annually for funds allocated to the City to be released.

BACKGROUND:

The 2016/17–2018/19 SRTP was prepared, submitted and accepted by RCTC; included in this annual planning document are ridership statistics which justify the amount requested on the annual LTF claim. The City operates three fixed routes and dial-a-services which are funded by fare box recovery and the LTF.

The SRTP was presented to the City Council during the Budget Workshop which was held on May 24, 2016. However, the document itself was not included in the 2016/17 & 2017/18 two-year budget document that was adopted by Council on June 28, 2016. The City operates three fixed routes and dial-a-services which are funded by fare box recovery and the money received from the LTF each year.

OPTIONS:

1. Adopt Resolution 2017-11, authorizing the submittal of the 2017-11 Local Transportation Fund (LTF) Claim of $1,487,101 and approving the 2016/17-2018/19 Short Range Transportation Plan (SRTP).

2. Reject Resolution 2017-11, resulting in loss of appropriated funds that are relied upon for the operation of the City of Banning municipal transit system.

ATTACHMENT:

1. Resolution 2017-11
2. 2016/17-2018/19 Short Range Transit Plan

Approved by:



Michael Rock
City Manager

ATTACHMENT 1

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RESOLUTION 2017-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA AUTHORIZING THE SUBMITTAL OF THE FY 2016/17 LOCAL TRANSPORTATION FUND CLAIM AND APPROVING THE FY 2016/17-2018/19 SHORT RANGE TRANSIT PLAN

WHEREAS, The City of Banning receives an annual allocation of Local Transportation Funds to operate the City's fixed-route transit and dial-a-ride services; and

WHEREAS, a claim form and standard assurances must be submitted to Riverside County Transportation Commission in order to receive the allocated Local Transportation Funds; and

WHEREAS, the Short Range Transit Plan is prepared and submitted to the Riverside County Transportation Commission to validate the annual funding request; and

WHEREAS, the Short Range Transit Plan is to be approved by the City Council as a part of the claim submittal process;

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

1. Resolution 2017-11 is approved authorizing the submittal of the 2016/17 Local Transportation Fund Claim in the amount of 1,487,101

2. The City Council approves the FY 2016/17-2018/19 Short Range Transportation Plan

PASSED, APPROVED AND ADOPTED this 14th day of February, 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 2017-11 was duly adopted by the City Council of the City of Banning at a regular meeting thereof held on the 14th day of February, 2017, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTACHMENT 2

PASSTRANSIT

Short Range Transit Plan

FY 2016/17 – 2018/19

Banning Pass Transit
789 N. San Gorgonio Avenue
Banning, CA 92220
951.922.3243

FY 2016/2017

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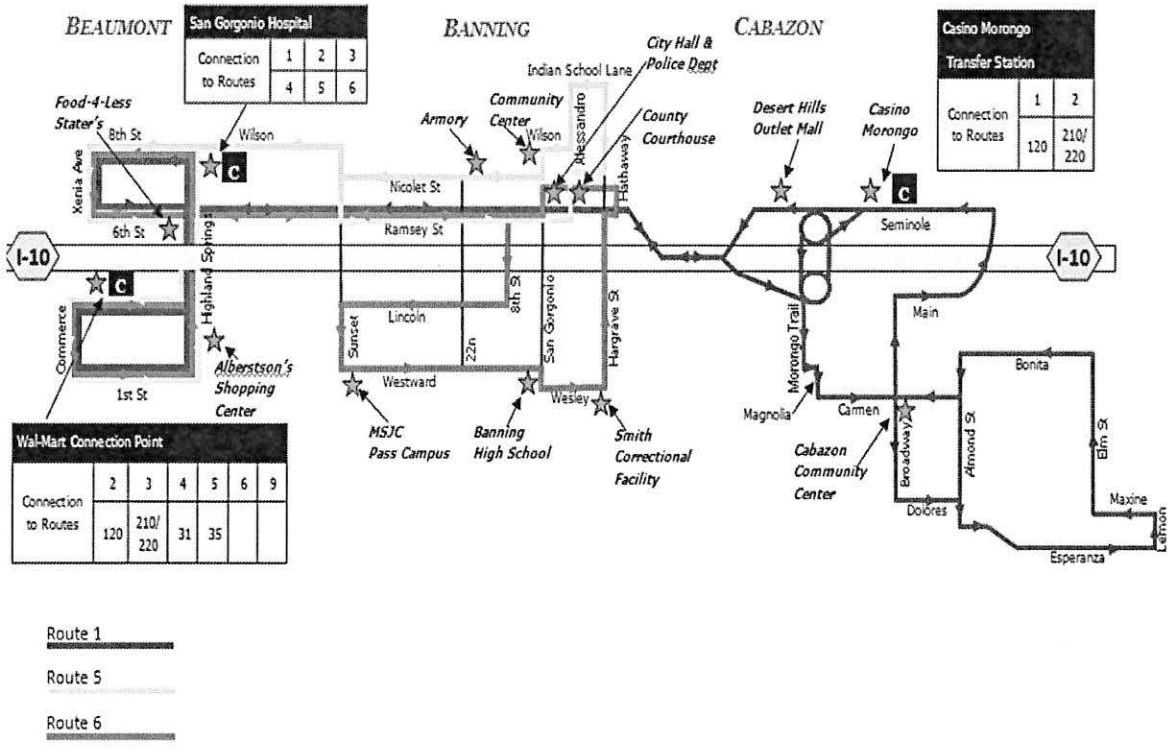
1 System Overview

1.1 – Description of Service Area

The Banning Transit system serves several areas, including the commercial and residential areas of Banning and Cabazon, as well as the commercial areas of the Morongo Indian Reservation and limited commercial areas of Beaumont. The cities of Banning and Beaumont operate under a shared brand identity, "Pass Transit." Pass Transit offers seamless transit by coordinating transportation services that cover approximately 40 square miles in the pass area with routes connecting to regional services.

Within the service area, population is mixed with areas of both high and low densities. The current routes have been planned by taking advantage of this knowledge, allowing the system to operate more efficiently.

Service Area Map

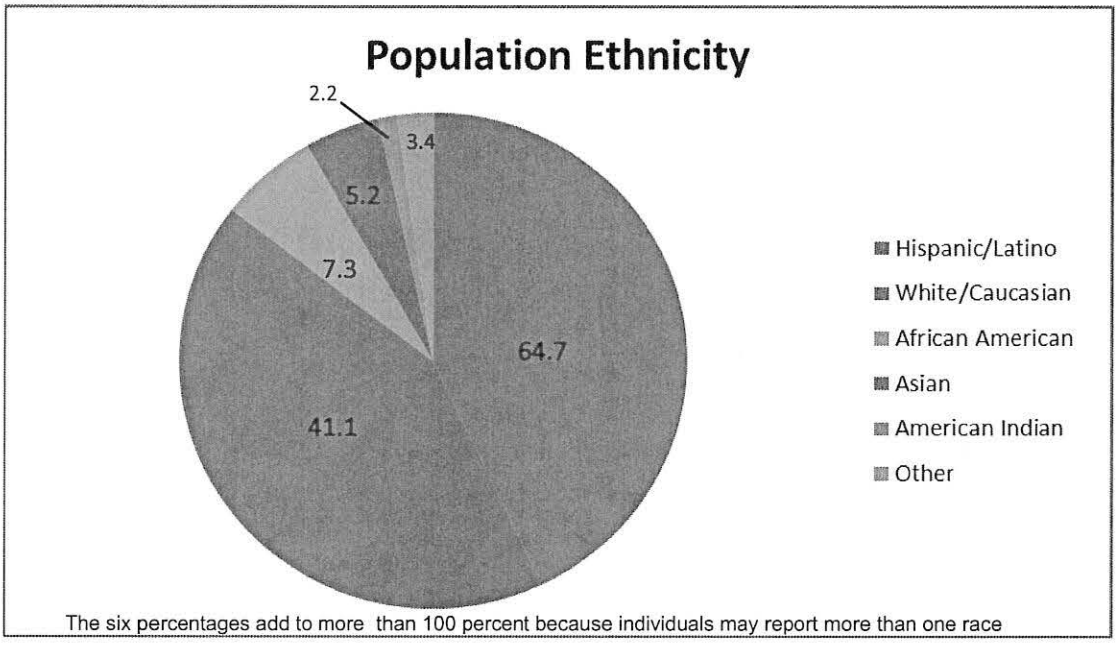


1.2 – Population Profile and Area Deomgraphics

Riverside County covers 7,208 square miles with a population of over 2.2 million people in 2010, per the U.S. Census. The population density for Riverside County is 303.8 people per square mile, largely due to the vast desert areas that are not populated.

The city of Banning covers 23 square miles with a population of 30,241 people in 2014, per the U.S. Census. The population density for Banning is 1,300 per square mile. The population of the service area covered by Banning Transit has grown by approximately 29% over the last ten years.

The racial makeup of the city is as follows:



The average age of the population is the following:

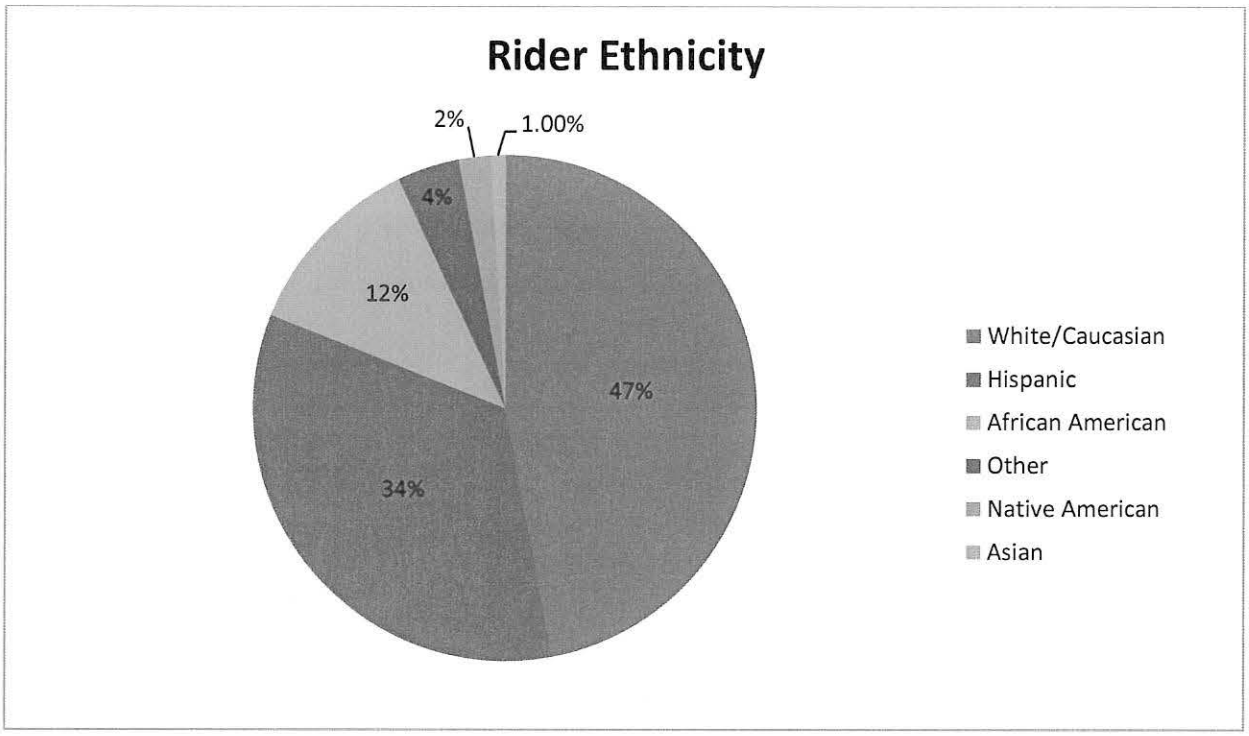
- 55+ Years 36.6 %
- 40-54 Years 15.5 %
- 20-39 Years 22.1 %
- Under 19 Years 25.8 %

The average age of the population is 45.1 years old.

Rider Demographics

In 2013, a survey was conducted showing the demographics of the Pass Transit riders. The information gathered helped create a visual indication of the use of the system.

The racial makeup of the ridership is as follows:



Furthermore, 86% of respondents stated that they used the system's fixed routes at least three times a week. 59% of the ridership used the bus service for local trips within the Banning/Beaumont/Cabazon area, and 49% use the transit to travel outside of Pass Transit's service area. For 91% of ridership, the bus system is their only means of transportation. An unspecified amount of respondents stated that the transit service is readily available in their area, with a majority of riders living within a two-block radius of a bus stop.

A majority of the users of the system share the commonality of being either underemployed or unemployed, with 88% of riders reporting an annual household income of $20,000 or less and 81% of respondents reporting a family of two or more. 87% of those completing the survey report English as their primary language while 13% speak Spanish.

1.3 – Existing Service and Route Performance

The Banning Transit System currently has three fixed route services which serve the main streets and neighborhood areas of Banning, the residential and business areas of Cabazon, and the main business and shopping area of Beaumont.

Banning's fixed route buses are accessible to people with disabilities; each bus has a wheelchair lift or ramp along with two wheelchair securement locations. Banning offers individualized travel training to assist new passengers in learning how to ride these buses. Banning Paratransit is an origin-to-destination shared ride transportation service for seniors age 60 and older and persons who are, due to their functional limitation(s), unable to use accessible fixed route bus service. Passengers must be certified eligible per guidelines established by the Americans with Disabilities Act (ADA).

1.4 – Current and Proposed Fare Structure

The Pass Transit system has adopted a mutual service fare to make traveling more accessible to those who utilize the system. The chart below has a detailed breakdown of the current fares for available services:

Fixed Route

Fare Categories	Base Fare	Day Pass	10-Trip Punch Pass	10-Ticket Book	Monthly Pass
General	$1.15	$3.00	N/A	$10.35	$36.00
Youth (grades K-12)	$1.00	$3.00	$10.00	N/A	$25.00
Senior (60+)	$.65	$1.80	N/A	$5.85	$21.50
Disabled	$.65	$1.80	N/A	$5.85	$21.50
Military Veterans	$.65	$1.80	N/A	$5.85	$21.50
Child (46" tall or under. Must be accompanied by full fare paying passenger.)	$.25	N/A	N/A	N/A	N/A
Zone Fare (Cabazon Residential Area)	$.25	$.25	$.25	$.25	N/A
Deviations (Routes 3 & 4)	$.25	$.25	$.25	$.25	$.25
Active Military	FREE	N/A	N/A	N/A	N/A
GoPass (During school session only)	FREE	N/A	N/A	N/A	N/A

Dial-A-Ride Fares

Fare Categories	Base Fare	10-Ride Punch Card
One-Way	$2.00	$18.00
Companion	$3.00	N/A
PCA (w/ I.D.)*	FREE	FREE
No Show	$2.00	N/A

*Personal Care Attendant must show proper ID each time they board.

1.5 – Revenue Fleet

Banning Transit System operates seven fixed route vehicles all of which are powered by compressed natural gas (CNG). The vehicles are equipped with racks for two bicycles and are in compliance with the ADA with mobility device lifts and two tie-down stations per bus. The transit system also has five vehicles that which are classified as Dial-A-Ride (two in revenue service and one as a spare). One of the two remaining is utilized as an alternate for the fixed-route if needed, and the other is scheduled to be taken out of service and scheduled for auction. All are in compliance with the ADA, with mobility device lifts and tie-down stations for four mobility devices. Banning Pass Transit also has four support vehicles which are used for driver relief or administrative errands. Two replacement buses for the fixed routes have been ordered which will be delivered at the end of June 2015.

A 32' El Dorado National EZ Rider II has been ordered and is scheduled to be delivered August 2016.

See the City of Banning Fleet Inventory Table 1 for individual vehicle characteristics.

1.6 – Existing Facility/Planned Facilities

Banning Transit System functions as a department within the City and utilizes existing facilities. Transit Administrative staff is housed at the City's Community Center located at 789 North San Gorgonio Avenue, where bus passes are sold, schedules are available and all ADA applications are processed. Dispatch and general telephone information is also provided at the transit office within the Community Center.

Banning Pass Transit Office Hours

Monday – Thursday: 7:30am to 6:00pm

Friday: 8:00am to 3:00pm

The maintenance, parking, fueling of the buses, and storage of bus stop amenities are performed at the City's Corporation Yard located at 176 East Lincoln Street. Maintenance of the vehicles is performed by the Public Works Department, Fleet Maintenance Division.

There are currently no plans to expand Banning Pass Transit System facilities.

1.7 – Existing Coordination between Transit Agencies

Currently, the cities of Banning and Beaumont operate under a Memorandum of Understanding (MOU) which allows for each respective agency to cross jurisdictional boundary lines, allowing simplified travel for passengers throughout the Pass area. In addition, an MOU is held with the Morongo Band of Mission Indians allowing stops on their property. The ability to provide a stop at Casino Morongo allows passengers to make connections with Sunline Commuter Link 220, providing service from Palm Desert to Riverside. Also, services are also coordinated with Riverside Transit Agency (RTA) by providing timed stops that meet with routes that provide travel to and from the areas of Hemet and Moreno Valley. Riders also have the opportunity to connect with the Amtrak Thruway Bus Service at Casino Morongo.

2 Existing Service and Route Performance

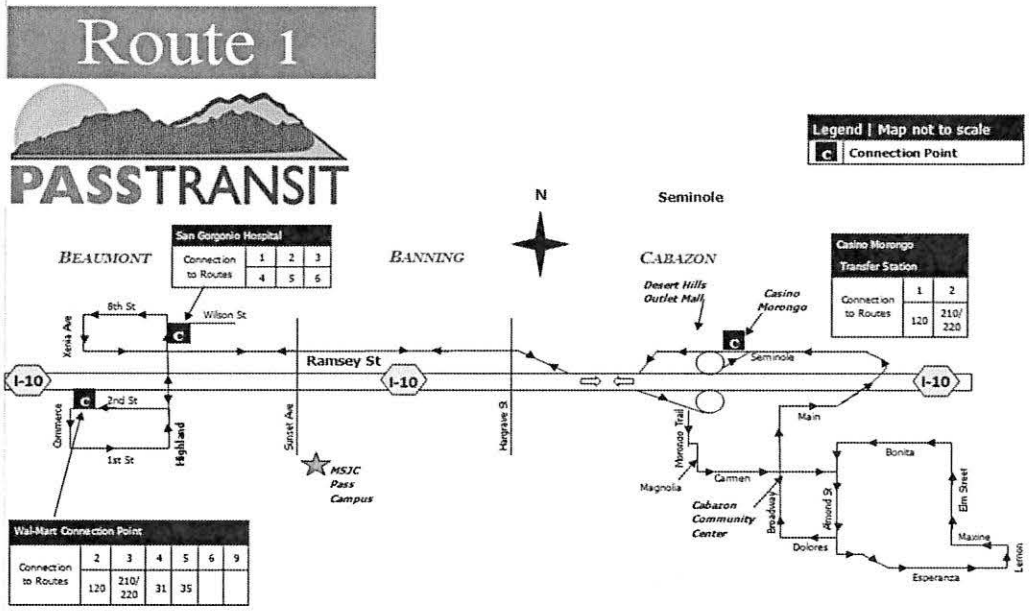
2.1 – Fixed Route Service

The Banning Transit System currently has three fixed route services which serve downtown and neighborhood areas of Banning, both the residential and business areas of Cabazon, and the main commercial area of Beaumont.

Route 1 – Beaumont/Banning/Cabazon

Pass Transit Route 1 is among the most used route in the system, operating primarily along Ramsey Street and 6th Street and serving the commercial areas of Cabazon and Casino Morongo. Ridership on Route 1 accounts for approximately 60% of the total use of the system.

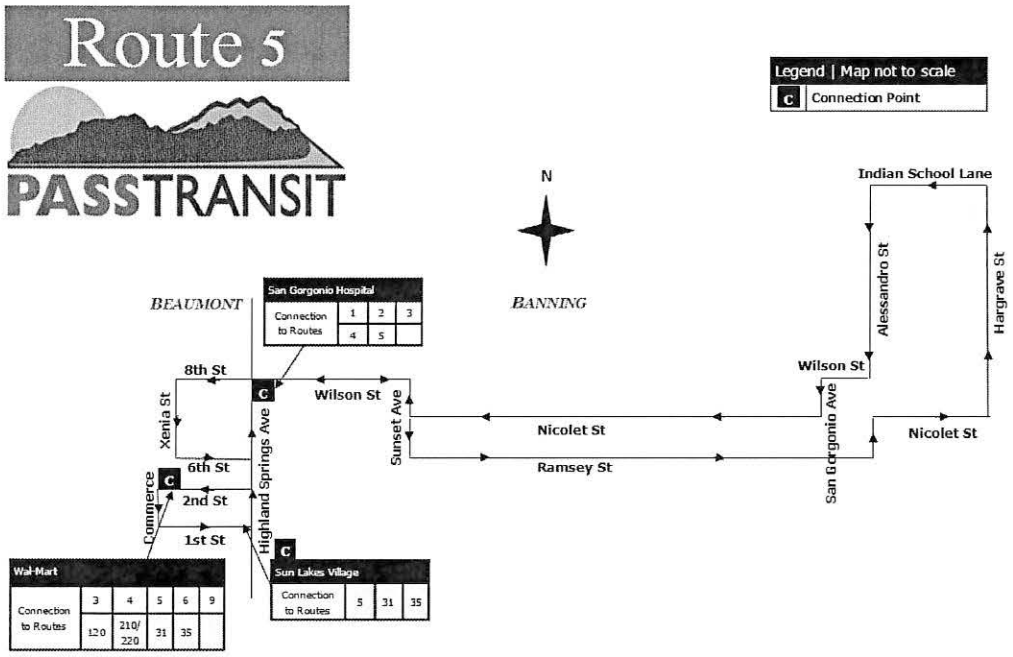
While the longest in distance, this route operates on one-hour headway from Beaumont to Casino Morongo. The major stops on this line include Albertsons, Wal-Mart, Banning City Hall, Mid-County Justice Center, San Gorgonio Memorial Hospital, Casino Morongo and the Desert Hills Outlets in Cabazon.



The second loop of Route 1 also runs on an hour headway departing from Casino Morongo and servicing the Cabazon Community Center and the residential areas of Cabazon. Two buses are operated on this route which allows for hourly service to the two respective areas.

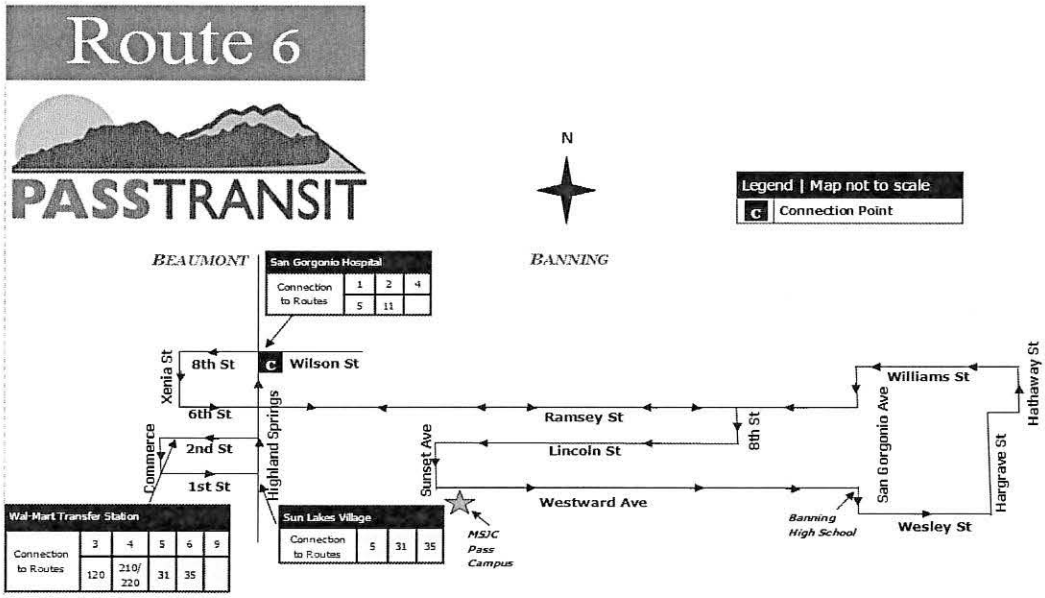
Route 5 – Northern Banning

Route 5 accounts for 25 percent of Pass Transit use, providing service to the areas that lie north of the I-10 Freeway in the City of Banning. Major stops on this route are the Mid-County Justice Center, Banning City Hall, the Banning Community Center, Library, Medical Facilities, San Gorgonio Memorial Hospital and the commercial area of Beaumont.



Route 6 – Southern Banning

Accounting for 15% of Pass Transit use, Route 6 provides service to the southern area of Banning. Major stops on this route are the Mid-County Justice Center, Banning City Hall, the Mt. San Jacinto Pass Campus, Banning High School, Smith Correctional Facility, Medical Facilities, San Gorgonio Memorial Hospital and the commercial area of Beaumont.



Banning Pass Transit fixed route service hours are as follows:

Days	Route	Hours
Monday – Friday	Route 1	4:30 A.M. – 10:45 P.M.
Monday - Friday	Route 5	5:30 A.M. – 6:30 P.M.
Monday - Friday	Route 6	6:00 A.M. – 6:00 P.M.
Saturday & Sunday	Route 1	8:00 A.M. – 6:00 P.M.
Saturday & Sunday	Routes 5 & 6	8:00 A.M. – 5:00 P.M.

Banning Pass Transit offers limited service hours, 9:00 A.M. to 5:00 P.M., on the following holidays: Martin Luther King Day, President's Day, Labor Day, Veterans Day, and the day after Thanksgiving.

Banning Pass Transit offers no service on the following holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, and Christmas Day.

All aforementioned fixed routes are consistently monitored and will be modified as needed to better serve unmet transit needs.

2.2 – Dial-A-Ride Service

Pass Transit Dial-A-Ride is a service offered to seniors, aged 60 and older, persons with disabilities and passengers eligible under the Americans with Disabilities Act (ADA). Limited service hours are available for non-ADA passengers. This category of passenger is also required to fill out a certification application to determine eligibility. If these terms are met, the applicant will receive a card certifying their eligibility to ride.

Pass Transit Dial-A-Ride is a service offered within the city limits of Banning and Beaumont as well as within a ¾ mile boundary of Routes 1 and 2 service areas (including Cabazon).

The primary uses for the Dial-A-Ride system are transportation to medical appointments, workshop programs for persons with disabilities, shopping areas, employment. Dial-a-Ride services also provide connections to the Riverside Transit Agency and Pass Transit Fixed Routes.

Hours for the Dial-A-Ride program are as follows:

Days	Hours
Seniors (age 60 & older) & Persons without ADA Certification	
Monday - Friday	8:00 A.M. – 3:00 P.M.
Saturday & Sunday	No Service
Persons with ADA Certification	
Monday - Friday	7:00 A.M. – 7:00 P.M.
Saturday & Sunday	Limited service when three or more persons request service.

2.3 – Key Performance Indicators

The Riverside County Transportation Commission (RCTC) has adopted a Productivity Improvement Plan (PIP) for the transit and commuter rail operators of Riverside County. The PIP sets forth efficiency and effectiveness standards that the transit operators are to meet. Progress towards these standards is reported quarterly to the Commission. The following table on the next page shows the operating performance indicators adopted in the PIP and this plan's projections for the coming year.

Banning Transit System / Pass Transit ***Performance Statistics***	FY 2014 Audited	FY 2015 Actual	FY 2016 Projected (Based on 3rd Quarter Actuals)	FY 2017 Planned
Unlinked Passenger Trips	156,052	144,978	134,637	186,209
Operating Cost per Revenue Hours	$92.31	$77.75	$70.00	$78.17
Farebox Recovery Ratio	11.32%	11.27%	13.22%	11.56%
Subsidy per Passenger	$8.19	$9.45	$7.22	$7.99
Subsidy per Passenger Mile	$3.22	$3.70	$3.56	$2.24
Subsidy per Revenue Hour	$81.86	$68.99	$59.69	$69.13
Subsidy per Revenue Mile	$3.57	$2.82	$1.60	$4.61
Passengers per Revenue Mile	0.44	0.30	0.24	0.58

The FY 2015/16 projections are based on operating data through March 2016 and projected through June, 2016. Since these are only estimates, the performance indicators are subject to change.

For Fiscal Year 2016/17, the Banning Transit System expects to be in compliance with at least 4 of the 7 performance targets.

Additional details on key indicators for demand responsive and fixed route services are shown in Table 2.

The Banning Transit System does not receive any federal funding and is not required to report to the National Transit Database.

2.4 – Productivity Improvement Efforts

In order to meet performance standards, routes are continually monitored and analyzed to insure that the service being provided runs as efficiently as possible.

Banning Pass Transit completed a Comprehensive Operations Analysis (COA) with Transportation Management & Design, Inc. in May of 2014, resulting in route changes for the entire system. While the addition of the Cabazon Circulator route has been met with great success, the recommended changes to Routes 5 and 6 caused a significant decrease in ridership and as a result, the routes were realigned to provide better service to residents of the City of Banning. Implementation of the realigned routes began in August 2015 and ridership has shown marked improvement on both routes.

Banning Pass Transit has experienced a decrease in farebox revenue with the additional service of the Beaumont Route 2. While the additional bus allows for 30 minute service from Walmart in Beaumont to Casino Morongo, the growth in ridership that was projected for the route has not been realized. Thus, Banning has requested that beginning January 1, 2017 Beaumont reduce their trips through Banning by 50%.

2.5 – Major Trip Generators and Projected Growth over the next two years

Major passenger trip destinations that the Banning Pass Transit services are the Sunlakes Plaza Shopping Center, the 2nd Street Marketplace in Beaumont, the Walmart Supercenter in Beaumont, the Banning Justice Center, San Gorgonio Pass Hospital, Beaver and Loma Linda Medical Plazas, the Cabazon Outlet Stores, Desert Hills Premium Outlets and Casino Morongo and the Mt. San Jacinto College Pass Campus. There is a high demand for service to these destinations whether for employment, necessities or pleasure.

2.6 – Equipment, Passenger Amenities and Facility Needs

Passenger amenities include 170 sign posted bus stops, 15 bus shelters with solar lighting and information panels and trash receptacles, 8 benches, and 15 trash cans.

All fixed route and Dial-A-Ride vehicles are equipped with security cameras and recording equipment. Two new fixed route buses were placed into service July, 2015. Grant funds have been received for two additional 33' passenger coaches, one of which has been ordered and will be delivered September 2016.

This year funds are being requested for the replacement of a hydraulic lift at the fleet maintenance shop.

3 Planned Service Changes and Implementation

3.1 – Recent Service Changes

As mentioned previously, there were service changes made in July of 2014; those changes were based upon recommendations that were made as a result of the COA. The changes that were made have not had the anticipated results, and thus, route changes have been made to improve service and increase ridership.

The most significant change will be the realignment of Banning Route 1, which will no longer travel into Beaumont beyond the Walmart Shopping Center. Thirty minute service will still be available from Walmart to Casino Morongo; however, the additional hour of service that is currently spent in the City of Beaumont will be spent operating on the Cabazon Circulator Route.

The changes that were made resulted in reduced headway times and expanded service hours at the MSJC Pass Campus. Classes at the college campus end at 9:00p.m., and service at the college continues to 9:30p.m., allowing students who rely on the bus to attend evening classes and make connections to RTA service for regional travel.

Beginning in January 2017, Beaumont Pass Transit will no longer operate 30-minute service from the Walmart Shopping Center to Casino Morongo via downtown Banning every hour as their service through Banning's main corridor will be reduced to one bus every hour. Banning will continue to operate Route 1 on its current schedule. This change is necessary due to oversaturation of service in Banning's service area. While service has been increased over the past two years, Banning Pass Ridership and farebox revenue both declined. Major growth projected for the downtown area which will generate a significant increase in ridership has not yet occurred, i.e. County Courthouse being fully

operational, retail and office space being built and a substantial amount of county offices relocating to the area.

3.2 – Recommend Local and Express Routes

There are no additional local or express routes scheduled for this planning year.

3.3 – Marketing Plans and Promotions

Efforts have been made to market the Pass Transit System over the past year and will continue in the coming year. These efforts include purchasing advertising on a map of the San Gorgonio Pass Area, distribution of route maps by delivery to the library, Chamber of Commerce, San Gorgonio Memorial Hospital, Mt. San Jacinto Pass Campus, local hotels and other businesses.

The following marketing efforts will be undertaken to promote ridership growth.

1. Continue outreach programs to schools and at community events.
2. Attend senior community meetings to provide information.
3. Participation in the MSJC GO-PASS Program to encourage ridership of college students.
4. Articles in local papers highlighting new transportation routes.
5. Coordinate Travel Training through RTA.
6. Offer "Rider Appreciation Day" to raise awareness of benefits of public transportation.

The City of Banning's website at www.ci.banning.ca.us provides basic Pass Transit route and schedule information, as well as links to route information for neighboring agencies. Customers can submit comments, complaints, concerns and suggestions through the city website.

Banning Pass Transit strives to operate service in a manner that will maximize system productivity, efficiency, as well as the use of subsidies.

- Develop an ongoing planning process with key agencies and organizations within the region.
- Ensure that services are operated in a manner to maximize safety, to the riders, the public and the operators.
- Develop a core group of services that connect key activity points and commit to providing service along those corridors.

- Continually review all services to evaluate the efficiency and needs of the transit system.

3.4 – Budget Impact on Proposed Changes

The proposed changes will have a positive impact on the budget as the result will be an increase in ridership and farebox revenue.

4 FINANCIAL AND CAPITAL PLANS

4.1 – Operating and Capital Budget

For FY 16/17, operating funds needed to operate the Banning Pass Transit System are $1,682,001 for the Fixed Route and DAR. The operating funds consist of $ 1,487,101 local transportation funds (LTF). The projected farebox revenue for FY 16/17 is $194,400. Additional funding in the amount of $500 will come from interest income.

Staff will continue to complete previously funded Capital projects in FY 16/17 and will continue to operate service in a manner that will maximize system productivity and efficiency.

4.2 – Funding Plans to Support Proposed Operating and Capital Program

Capital projects are funded through STA funds, Public Transportation Modernization, Improvement, and Service Enhancement Account Program and Proposition 1B Security grants for Banning Pass Transit.

Operating costs will be fully funded through LTF funds, farebox revenue and interest.

4.3 – Regulatory and Compliance Requirements

The City of Banning submitted an Americans with Disabilities Act Paratransit Plan to the FTA on January 26, 1992. Pass Transit fixed route buses are equipped with ADA compliant mobility device lifts and are accessible to persons with disabilities. A procedure is in place to provide service to a customer in a mobility device should a fixed route bus lift fail.

Banning Pass Transit Dial-A-Ride services provide ADA complementary paratransit service for the fixed route services operated by Banning Transit System. Beaumont Transit System offers the same service through its Pass Transit Dial-a-Ride operation. The system uses a self-certification process with professional verification. Banning Transit System staff processes ADA certifications for Pass Transit operations.

Title VI

Banning Transit System/Pass Transit does not utilize federal funds for operating expenses. As such, Title VI requirements do not currently apply to the transit system.

Alternatively Fueled Vehicles (RCTC Policy)

Pass Transit fixed-route buses are CNG powered. Pass Transit Dial-A-Ride vehicles (which are less than 33,000 lbs. GVW and 15-passenger capacity), administrative and driver relief vehicles are gasoline-powered.

Future vehicle purchases will be in compliance with the RCTC and South Coast Air Quality Management District (AQMD) policies regarding alternative fuel transit vehicles.

The CNG Fueling Station at the City of Banning Corporation Yard provides expanded CNG capacity and fast fueling capability. With increased capacity and redundant compressor units, having adequate and reliable CNG pumping capacity will not be an issue in the foreseeable future.

RCTC
Riverside County Transportation Commission

Table 1 - Fleet Inventory

FY 2016/17 Short Range Transit Plan
City of Banning

Bus (Motorbus) / Directly Operated

Year Built	Mfg. Code	Model Code	Seating Capacity	Lift and Ramp Equipped	Vehicle Length	Fuel Type Code	# of Active Vehicles FY 2015/16	# of Contingency Vehicles FY 2015/16	Life to Date Vehicle Miles Prior Year End FY 2014/15	Life to Date Vehicle Miles through March FY 2015/16	Average Lifetime Miles Per Active Vehicle As Of Year-To-Date (e.g., March) FY 2015/16
2015	EDN	AeroElite	30	2	32	CN	2	0		46,143	23,071
2001	EDN	Transmark	33	1	35	CN	1	0	495,992	501,473	501,473
2004	EDN	Transmark	33	2	35	CN	2	0	800,603	835,811	417,905
2010	EDN	XHF	31	2	34	CN	2	0	406,639	473,632	236,816
		Totals:	127	7			7	0	1,703,234	1,857,059	265,294

RCTC
Riverside County Transportation Commission

Table 1 - Fleet Inventory

FY 2016/17 Short Range Transit Plan
City of Banning

Demand Response / Directly Operated

Year Built	Mfg. Code	Model Code	Seating Capacity	Lift and Ramp Equipped	Vehicle Length	Fuel Type Code	# of Active Vehicles FY 2015/16	# of Contingency Vehicles FY 2015/16	Life to Date Vehicle Miles Prior Year End FY 2014/15	Life to Date Vehicle Miles through March FY 2015/16	Average Lifetime Miles Per Active Vehicle As Of Year-To-Date (e.g., March) FY 2015/16
2010	EBC	Aerotech	16	1	25	GA	1	0	71,449	84,124	84,124
2010	EBC	EDN	16	1	25	GA	1	0	73,543	84,674	84,674
2003	EDN	Aerotech	12	1	25	GA	1	0	288,071	296,085	296,085
2013	GLV	Universal	18	1	26	CN	1	0	13,974	26,687	26,687
2008	ZZZ	Ford	14	1	26	GA	1	0	135,050	164,184	164,184
		Totals:	76	5			5	0	582,087	655,754	131,151

RCTC
Riverside County Transportation Commission

Table 2 -- City of Banning -- SRTP Service Summary

FY 2016/17 Short Range Transit Plan

All Routes

	FY 2013/14 Audited	FY 2014/15 Audited	FY 2015/16 Plan	FY 2015/16 3rd Qtr Actual	FY 2016/17 Plan
Fleet Characteristics					
Peak-Hour Fleet			6		6
Financial Data					
Total Operating Expenses	$1,441,837	$1,543,847	$1,741,139	$939,063	$1,682,001
Total Passenger Fare Revenue	$163,258	$173,976	$196,427	$122,049	$194,900
Net Operating Expenses (Subsidies)	$1,278,579	$1,369,872	$1,544,712	$817,014	$1,487,101
Operating Characteristics					
Unlinked Passenger Trips	156,052	144,978	251,250	100,978	186,209
Passenger Miles	397,168	370,448	640,395	258,729	664,716
Total Actual Vehicle Revenue Hours (a)	15,619.0	19,855.4	21,157.0	15,457.5	21,512.0
Total Actual Vehicle Revenue Miles (b)	358,093.8	486,376.9	331,197.0	575,387.3	322,817.0
Total Actual Vehicle Miles	365,858.4	499,406.7	342,637.0	582,318.5	364,775.0
Performance Characteristics					
Operating Cost per Revenue Hour	$92.31	$77.75	$82.30	$60.75	$78.19
Farebox Recovery Ratio	11.32%	11.27%	11.28%	13.00%	11.58%
Subsidy per Passenger	$8.19	$9.45	$6.15	$8.09	$7.99
Subsidy per Passenger Mile	$3.22	$3.70	$2.41	$3.16	$2.24
Subsidy per Revenue Hour (a)	$81.86	$68.99	$73.01	$52.86	$69.13
Subsidy per Revenue Mile (b)	$3.57	$2.82	$4.66	$1.42	$4.61
Passenger per Revenue Hour (a)	10.0	7.3	11.9	6.5	8.7
Passenger per Revenue Mile (b)	0.44	0.30	0.76	0.18	0.58

(a) Train Hours for Rail Modes. (b) Car Miles for Rail Modes.

RCTC
Riverside County Transportation Commission

Table 2 -- City of Banning -- SRTP Service Summary

FY 2016/17 Short Range Transit Plan
Non-Excluded Routes

	FY 2013/14 Audited	FY 2014/15 Audited	FY 2015/16 Plan	FY 2015/16 3rd Qtr Actual	FY 2016/17 Plan
Fleet Characteristics					
Peak-Hour Fleet			6		6
Financial Data					
Total Operating Expenses	$1,355,276	$1,362,600	$1,741,139	$939,063	$1,682,001
Total Passenger Fare Revenue	$159,389	$147,508	$196,427	$122,049	$194,900
Net Operating Expenses (Subsidies)	$1,195,887	$1,215,092	$1,544,712	$817,014	$1,487,101
Operating Characteristics					
Unlinked Passenger Trips	151,436	119,715	251,250	100,978	186,209
Passenger Miles	385,721	307,795	640,395	258,729	664,716
Total Actual Vehicle Revenue Hours (a)	14,093.5	15,657.4	21,157.0	15,457.5	21,512.0
Total Actual Vehicle Revenue Miles (b)	335,975.7	428,444.5	331,197.0	575,387.3	322,817.0
Total Actual Vehicle Miles	342,521.1	438,229.3	342,637.0	582,318.5	364,775.0
Performance Characteristics					
Operating Cost per Revenue Hour	$96.16	$87.03	$82.30	$60.75	$78.19
Farebox Recovery Ratio	11.76%	10.83%	11.28%	13.00%	11.58%
Subsidy per Passenger	$7.90	$10.15	$6.15	$8.09	$7.99
Subsidy per Passenger Mile	$3.10	$3.95	$2.41	$3.16	$2.24
Subsidy per Revenue Hour (a)	$84.85	$77.61	$73.01	$52.86	$69.13
Subsidy per Revenue Mile (b)	$3.56	$2.84	$4.66	$1.42	$4.61
Passenger per Revenue Hour (a)	10.7	7.6	11.9	6.5	8.7
Passenger per Revenue Mile (b)	0.45	0.28	0.76	0.18	0.58

(a) Train Hours for Rail Modes. (b) Car Miles for Rail Modes.

RCTC
Riverside County Transportation Commission

Table 2 -- City of Banning -- SRTP Service Summary

FY 2016/17 Short Range Transit Plan

Excluded Routes

	FY 2013/14 Audited	FY 2014/15 Audited	FY 2015/16 Plan	FY 2015/16 3rd Qtr Actual	FY 2016/17 Plan
Fleet Characteristics					
Peak-Hour Fleet					
Financial Data					
Total Operating Expenses	$86,560	$181,247			
Total Passenger Fare Revenue	$3,868	$26,467			
Net Operating Expenses (Subsidies)	$82,692	$154,780			
Operating Characteristics					
Unlinked Passenger Trips	4,616	25,263			
Passenger Miles	11,448	62,652			
Total Actual Vehicle Revenue Hours (a)	1,525.5	4,198.0			
Total Actual Vehicle Revenue Miles (b)	22,118.1	57,932.4			
Total Actual Vehicle Miles	23,337.3	61,177.4			
Performance Characteristics					
Operating Cost per Revenue Hour	$56.74	$43.17			
Farebox Recovery Ratio	4.47%	14.60%			
Subsidy per Passenger	$17.91	$6.13			
Subsidy per Passenger Mile	$7.22	$2.47			
Subsidy per Revenue Hour (a)	$54.21	$36.87			
Subsidy per Revenue Mile (b)	$3.74	$2.67			
Passenger per Revenue Hour (a)	3.0	6.0			
Passenger per Revenue Mile (b)	0.21	0.44			

(a) Train Hours for Rail Modes. (b) Car Miles for Rail Modes.

RCTC
Riverside County Transportation Commission

Table 2 -- Banning-BUS -- SRTP Service Summary

FY 2016/17 Short Range Transit Plan

All Routes

	FY 2013/14 Audited	FY 2014/15 Audited	FY 2015/16 Plan	FY 2015/16 3rd Qtr Actual	FY 2016/17 Plan
Fleet Characteristics					
Peak-Hour Fleet			4		4
Financial Data					
Total Operating Expenses	$1,324,565	$1,387,473	$1,576,164	$817,566	$1,511,897
Total Passenger Fare Revenue	$142,845	$156,136	$182,427	$105,170	$171,700
Net Operating Expenses (Subsidies)	$1,181,719	$1,231,337	$1,393,737	$712,396	$1,340,197
Operating Characteristics					
Unlinked Passenger Trips	146,981	135,244	240,200	93,564	173,659
Passenger Miles	364,513	335,405	600,500	232,039	601,966
Total Actual Vehicle Revenue Hours (a)	14,401.5	18,493.0	18,772.0	14,464.0	19,127.0
Total Actual Vehicle Revenue Miles (b)	333,784.8	456,687.9	284,622.0	553,881.3	288,427.0
Total Actual Vehicle Miles	339,272.4	465,997.7	291,385.0	559,007.5	313,523.0
Performance Characteristics					
Operating Cost per Revenue Hour	$91.97	$75.03	$83.96	$56.52	$79.05
Farebox Recovery Ratio	10.78%	11.25%	11.57%	12.86%	11.35%
Subsidy per Passenger	$8.04	$9.10	$5.80	$7.61	$7.72
Subsidy per Passenger Mile	$3.24	$3.67	$2.32	$3.07	$2.23
Subsidy per Revenue Hour (a)	$82.06	$66.58	$74.25	$49.25	$70.07
Subsidy per Revenue Mile (b)	$3.54	$2.70	$4.90	$1.29	$4.65
Passenger per Revenue Hour (a)	10.2	7.3	12.8	6.5	9.1
Passenger per Revenue Mile (b)	0.44	0.30	0.84	0.17	0.60

(a) Train Hours for Rail Modes. (b) Car Miles for Rail Modes.

City of BANNING California

RCTC
Riverside County Transportation Commission

Table 2 -- Banning-DAR -- SRTP Service Summary

FY 2016/17 Short Range Transit Plan
All Routes

	FY 2013/14 Audited	FY 2014/15 Audited	FY 2015/16 Plan	FY 2015/16 3rd Qtr Actual	FY 2016/17 Plan
Fleet Characteristics					
Peak-Hour Fleet					2
Financial Data					
Total Operating Expenses	$117,272	$156,375		$33,291	$170,104
Total Passenger Fare Revenue	$20,412	$17,840		$16,688	$23,200
Net Operating Expenses (Subsidies)	$96,860	$138,535		$16,603	$146,904
Operating Characteristics					
Unlinked Passenger Trips	9,071	9,734		7,414	12,550
Passenger Miles	32,656	35,042		26,690	62,750
Total Actual Vehicle Revenue Hours (a)	1,217.5	1,362.4		993.5	2,385.0
Total Actual Vehicle Revenue Miles (b)	24,309.0	29,689.0		21,506.0	34,390.0
Total Actual Vehicle Miles	26,586.0	33,409.0		23,311.0	51,252.0
Performance Characteristics					
Operating Cost per Revenue Hour	$96.32	$114.78		$33.51	$71.32
Farebox Recovery Ratio	17.41%	11.41%		50.13%	13.63%
Subsidy per Passenger	$10.68	$14.23		$2.24	$11.71
Subsidy per Passenger Mile	$2.97	$3.95		$0.62	$2.34
Subsidy per Revenue Hour (a)	$79.56	$101.69		$16.71	$61.59
Subsidy per Revenue Mile (b)	$3.98	$4.67		$0.77	$4.27
Passenger per Revenue Hour (a)	7.5	7.1		7.5	5.3
Passenger per Revenue Mile (b)	0.37	0.33		0.34	0.36

(a) Train Hours for Rail Modes. (b) Car Miles for Rail Modes.

RCTC
Riverside County Transportation Commission

Table 2 -- Banning-DAR -- SRTP Service Summary

FY 2016/17 Short Range Transit Plan
All Routes

	FY 2013/14 Audited	FY 2014/15 Audited	FY 2015/16 Plan	FY 2015/16 3rd Qtr Actual	FY 2016/17 Plan
Fleet Characteristics					
Peak-Hour Fleet			2		2
Financial Data					
Total Operating Expenses	$117,272	$156,375	$164,975	$121,497	$170,104
Total Passenger Fare Revenue	$20,412	$17,840	$14,000	$16,880	$23,200
Net Operating Expenses (Subsidies)	$96,860	$138,535	$150,975	$104,618	$146,904
Operating Characteristics					
Unlinked Passenger Trips	9,071	9,734	11,050	7,414	12,550
Passenger Miles	32,656	35,042	39,895	26,690	62,750
Total Actual Vehicle Revenue Hours (a)	1,217.5	1,362.4	2,385.0	993.5	2,385.0
Total Actual Vehicle Revenue Miles (b)	24,309.0	29,689.0	46,575.0	21,506.0	34,390.0
Total Actual Vehicle Miles	26,586.0	33,409.0	51,252.0	23,311.0	51,252.0
Performance Characteristics					
Operating Cost per Revenue Hour	$96.32	$114.78	$69.17	$122.29	$71.32
Farebox Recovery Ratio	17.41%	11.41%	8.48%	13.89%	13.63%
Subsidy per Passenger	$10.68	$14.23	$13.66	$14.11	$11.71
Subsidy per Passenger Mile	$2.97	$3.95	$3.78	$3.92	$2.34
Subsidy per Revenue Hour (a)	$79.56	$101.69	$63.30	$105.30	$61.59
Subsidy per Revenue Mile (b)	$3.98	$4.67	$3.24	$4.86	$4.27
Passenger per Revenue Hour (a)	7.5	7.1	4.6	7.5	5.3
Passenger per Revenue Mile (b)	0.37	0.33	0.24	0.34	0.36

(a) Train Hours for Rail Modes. (b) Car Miles for Rail Modes.

City of BANNING California



Table 3 - SRTP Route Statistics
City of Banning -- 1
FY 2016/17
All Routes

Data Elements

Route #	Day Type	Peak Vehicles	Passengers	Passenger Miles	Revenue Hours	Total Hours	Revenue Miles	Total Miles	Operating Cost	Passenger Revenue	Net Subsidy
BAN-1	All Days	2	91,429	365,716	10,580.0	10,720.0	152,000.0	153,000.0	$831,949	$96,000	$735,949
BAN-5	All Days	1	41,760	114,840	4,431.0	4,864.0	66,465.0	72,960.0	$351,324	$40,800	$310,524
BAN-6	All Days	1	40,470	121,410	4,116.0	5,156.0	69,962.0	87,563.0	$328,624	$34,900	$293,724
BAN-DAR	Weekday	2	12,550	62,750	2,385.0	2,860.0	34,390.0	51,252.0	$170,104	$23,200	$146,904
Service Provider Totals		6	186,209	664,716	21,512.0	23,600.0	322,817.0	364,775.0	$1,682,001	$194,900	$1,487,101



Table 3 - SRTP Route Statistics
City of Banning -- 1
FY 2016/17
All Routes

Performance Indicators

Route #	Day Type	Operating Cost Per Revenue Hour	Operating Cost Per Revenue Mile	Cost Per Passenger	Farebox Recovery Ratio	Subsidy Per Passenger	Subsidy Per Passenger Mile	Subsidy Per Revenue Hour	Subsidy Per Revenue Mile	Passengers Per Hour	Passengers Per Mile
BAN-1	All Days	$78.63	$5.47	$9.10	11.53%	$8.05	$2.01	$69.56	$4.84	8.6	0.60
BAN-5	All Days	$79.29	$5.29	$8.41	11.61%	$7.44	$2.70	$70.08	$4.67	9.4	0.63
BAN-6	All Days	$79.84	$4.70	$8.12	10.62%	$7.26	$2.42	$71.36	$4.20	9.8	0.58
BAN-DAR	Weekday	$71.32	$4.95	$13.55	13.63%	$11.71	$2.34	$61.59	$4.27	5.3	0.36
Service Provider Totals		$78.19	$5.21	$9.03	11.58%	$7.99	$2.24	$69.13	$4.61	8.7	0.58

TABLE 3A – Individual Route Statistics

Fixed Route	Description	Area/Service Site
Route 1	Service from Beaumont to Cabazon via downtown Banning	Walmart Shopping Center, Albertsons, San Gorgonio Memorial Hospital, Downtown Banning, Banning Justice Center, Casino Morongo, Desert Hills Outlet, Cabazon Community Center and residential areas of Cabazon
Route 2	Residential areas of Northern Banning to Walmart Shopping Center in Beaumont	Banning City Hall, Fox Cineplex, the Banning Library, Banning Community Center, Banning Justice Center, Post Office, San Gorgonio Memorial Hospital, shopping areas and restaurants at Highland Springs
Route 6	Residential areas of Southern Banning, Hathaway and Williams Street to Walmart Shopping Center in Beaumont via downtown Banning	Mt San Jacinto College Pass Campus, Banning High School, Smith Correctional Facility, Banning Justice Center, shopping areas and restaurants at Highland Springs
Dial-A-Ride	**Description**	**Area/Service Site**
City-Wide	Demand response/reservation based service for seniors and disabled	All areas of Banning and limited areas in Beaumont



Table 3 - SRTP Route Statistics

City of Banning -- 1
FY 2016/17
All Routes

Data Elements

Route #	Day Type	Peak Vehicles	Passengers	Passenger Miles	Revenue Hours	Total Hours	Revenue Miles	Total Miles	Operating Cost	Passenger Revenue	Net Subsidy
BAN-1	All Days	2	91,429	365,716	10,580.0	10,720.0	152,000.0	153,000.0	$831,949	$96,000	$735,949
BAN-5	All Days	1	41,760	114,840	4,431.0	4,864.0	66,465.0	72,960.0	$351,324	$40,800	$310,524
BAN-6	All Days	1	40,470	121,410	4,116.0	5,156.0	69,962.0	87,563.0	$328,624	$34,900	$293,724
BAN-DAR	Weekday	2	12,550	62,750	2,385.0	2,860.0	34,390.0	51,252.0	$170,104	$23,200	$146,904
Service Provider Totals		6	186,209	664,716	21,512.0	23,600.0	322,817.0	364,775.0	$1,682,001	$194,900	$1,487,101



Table 3 - SRTP Route Statistics

City of Banning -- 1
FY 2016/17
All Routes

Performance Indicators

Route #	Day Type	Operating Cost Per Revenue Hour	Operating Cost Per Revenue Mile	Cost Per Passenger	Farebox Recovery Ratio	Subsidy Per Passenger	Subsidy Per Passenger Mile	Subsidy Per Revenue Hour	Subsidy Per Revenue Mile	Passengers Per Hour	Passengers Per Mile
BAN-1	All Days	$78.63	$5.47	$9.10	11.53%	$8.05	$2.01	$69.56	$4.84	8.6	0.60
BAN-5	All Days	$79.29	$5.29	$8.41	11.61%	$7.44	$2.70	$70.08	$4.67	9.4	0.63
BAN-6	All Days	$79.84	$4.70	$8.12	10.62%	$7.26	$2.42	$71.36	$4.20	9.8	0.58
BAN-DAR	Weekday	$71.32	$4.95	$13.55	13.63%	$11.71	$2.34	$61.59	$4.27	5.3	0.36
Service Provider Totals		$78.19	$5.21	$9.03	11.58%	$7.99	$2.24	$69.13	$4.61	8.7	0.58

City of Banning
FY 2016/17
Summary of Funds Requested
Short Range Transit Plan

Table 4 - Summary of Funds Requested for FY 2016/17

Project Description	Capital Project Number (1)	Total Amount of Funds	LTF	STA	Prop 1B (PTMISEA)	Prop 1B Security	Measure A	Fare Box	Other (2)	
FY 16/17 Operating Assistance		$1,682,001	$1,487,101					$194,400	$500	11.58739%
Subtotal: Operating		$1,682,001	$1,487,101	$0	$0	$0	$0	$194,400	$500	
Heavy Duty Hydraulic Lift	17-01			$44,591	$5,409					
Transit Offfice Building Security Project	17-02					$19,199				
Subtotal: Capital		$69,199	$0	$44,591	$5,409	$19,199	$0	$0	$0	
Total: Operating & Capital		**$1,751,200**	**$1,487,101**	**$44,591**	**$5,409**	**$19,199**	**$0**	**$194,400**	**$500**	

Note: Other (2) is from Interest Income

Table 4A – Capital Project Justification

PROJECT NUMBER (If existing project in FTIP, indicate FTIP ID number):

SRTP Project No: 17-01 FTIP No: _____

PROJECT NAME: **Heavy-Duty Hydraulic Lift**

PROJECT DESCRIPTION: (For Bus Purchase projects, indicate fuel type)

The replacement of heavy duty hydraulic lift at the city's fleet maintenance shop.

PROJECT JUSTIFICATION:

A new hydraulic lift is necessary to accommodate the new busses that have been added to the fleet.

PROJECT SCHEDULE (if existing project in FTIP, indicate original start date and new completion date):

Specs drawn: July 2016

Order: September 2016

Delivery and Installation: November 2016

PROJECT FUNDING SOURCES (REQUESTED):

STA Funds of $44,591.00 and Prop 1B FY 08/09 Residual of $5,409.00

PRIOR YEAR PROJECTS OF A SIMILAR NATURE WITH UNEXPENDED BALANCE INCLUDING PROJECTS APPROVED BUT NOT YET ORDERED (INCLUDE FTA GRANT #, FTIP ID # AND RCTC'S SRTP CAPITAL GRANT #)

FTA Grant #	*FTIP ID #*	*RCTC/SRTP Project #*	*Description*	*Unexpended balance (as of 6/30/16)*

Table 4A– Capital Project Justification

PROJECT NUMBER (If existing project in FTIP, indicate FTIP ID number):

SRTP Project No: 17-02 FTIP No: _____

PROJECT NAME: Transit Office Building Security Project

PROJECT DESCRIPTION: (For Bus Purchase projects, indicate fuel type)

This project will provide much needed security equipment at the administrative offices of the Transit Department. Interior and exterior security cameras and an access control system within the building.

PROJECT JUSTIFICATION:

The security equipment will reduce the vandalism of city problem and enhance the safety of the staff that deal with the general public and conduct cash transactions on a daily basis.

PROJECT SCHEDULE (if existing project in FTIP, indicate original start date and new completion date**):**

Specs drawn: July 2016

Order: August 2016

Delivery and Installation: September 2016

PROJECT FUNDING SOURCES (REQUESTED):

Public Transportation Modernization, Improvement and Service Enhancement Account (PTMISEA) FY 09/10 Residual

PRIOR YEAR PROJECTS OF A SIMILAR NATURE WITH UNEXPENDED BALANCE INCLUDING PROJECTS APPROVED BUT NOT YET ORDERED (INCLUDE FTA GRANT #, FTIP ID # AND RCTC'S SRTP CAPITAL GRANT #)

FTA Grant #	*FTIP ID #*	*RCTC/SRTP Project #*	*Description*	*Unexpended balance (as of 6/30/16)*

City of Banning
FY 2017/18
Summary of Funds Requested
Short Range Transit Plan

Table 5.1 - Summary of Funds Requested for FY 2017/18

Project Description	Capital Project Number (1)	Total Amount of Funds	LTF	STA	Prop 1B (PTMISEA)	Prop 1B Security	Measure A	Fare Box	Other (2)	
FY18 Operating Assistance		$1,810,070	$1,610,720					$201,000	$500	11.13217%
Subtotal: Operating		$1,810,070	$1,610,720	$0	$0	$0	$0	$201,000	$500	
Subtotal: Capital		$0	$0	$0	$0	$0	$0	$0	$0	
Total: Operating & Capital		$1,810,070	$1,610,720	$0	$0	$0	$0	$201,000	$500	

Note: Other (2) is from Interest Income

City of Banning
FY 2018/19
Summary of Funds Requested
Short Range Transit Plan

Table 5.2 - Summary of Funds Requested for FY 2018/19

Project Description	Capital Project Number (1)	Total Amount of Funds	LTF	STA	Prop 1B (PTMISEA)	Prop 1B Security	Measure A	Fare Box	Other (2)	
FY19 Operating Assistance		$1,874,093	$1,670,745					$203,658	$500	10.89370%
Subtotal: Operating		$1,874,093	$1,670,745	$0	$0	$0	$0	$203,658	$500	
Subtotal: Capital		$0	$0	$0	$0	$0	$0	$0	$0	
Total: Operating & Capital		$1,874,093	$1,670,745	$0	$0	$0	$0	$203,658	$500	

Note: Other (2) is from Interest Income

TABLE 6 – PROGRESS TO IMPLEMENT TRIENNIAL PERFORMANCE AUDIT

Audit Recommendations *(Covering FY 2009/10 – FY 2011/12)*	Action(s) Taken And Results
1. Consider purchasing dispatching and scheduling software program	City IT staff will begin reviewing software programs for dispatching and scheduling June 2016. Purchase and implementation will be completed by September 2016.
2. Provide cross-training opportunities for City Transit Administrative Staff	The Transit Department has been reorganized to allow for cross training of the dispatch and operations. In addition, a Transit Analyst position has been developed and will allow for succession planning at the management level.
3. Update Local Bus Schedules to show connectivity with Other Transit Services	New Bus Schedules have been designed and show connecting bus services and transfer points to and from Banning Transit with other transit providers.
4. Provide Weblink from Banning Transit to Beaumont Transit	A Weblink to Beaumont Transit is now available on Banning Transit's website.

Riverside County Transportation Commission

Table 7 -- Service Provider Performance Targets Report

FY 2015/16 Short Range Transit Plan Review
City of Banning

Data Elements	FY 2015/16 Plan	FY 2015/16 Target	FY 2015/16 Year to Date Through 3rd Quarter	Year to Date Performance Scorecard
Unlinked Passenger Trips	251,250			
Passenger Miles	640,395			
Total Actual Vehicle Revenue Hours	21,157.0			
Total Actual Vehicle Revenue Miles	331,197.0			
Total Actual Vehicle Miles	342,637.0			
Total Operating Expenses	$1,741,139			
Total Passenger Fare Revenue	$196,427			
Net Operating Expenses	$1,544,712			
Performance Indicators				
Mandatory:				
1. Farebox Recovery Ratio	11.28%	>= 10.00%	13.00%	Meets Target
Discretionary:				
1. Operating Cost Per Revenue Hour	$82.30	<= $63.06	$60.75	Meets Target
2. Subsidy Per Passenger	$6.15	>= $6.68 and <= $9.04	$8.09	Meets Target
3. Subsidy Per Passenger Mile	$2.41	>= $2.62 and <= $3.54	$3.16	Meets Target
4. Subsidy Per Hour	$73.01	>= $46.40 and <= $62.78	$52.86	Meets Target
5. Subsidy Per Mile	$4.66	>= $1.90 and <= $2.58	$1.42	Better Than Target
6. Passengers Per Revenue Hour	11.90	>= 5.87 and <= 7.94	6.50	Meets Target
7. Passengers Per Revenue Mile	0.76	>= 0.24 and <= 0.32	0.18	Fails to Meet Target

Note: Must meet at least 4 out of 7 Discretionary Performance Indicators

Productivity Performance Summary:

Service Provider Comments:

RCTC
Riverside County Transportation Commission

FY 2016/17 - Table 8 -- SRTP Performance Report

Service Provider: City of Banning

All Routes

Performance Indicators	FY 2014/15 End of Year Actual	FY 2015/16 3rd Quarter Year-to-Date	FY 2016/17 Plan	FY 2016/17 Target	Plan Performance Scorecard (a)
Passengers	144,978	100,978	186,209	None	
Passenger Miles	370,448	258,729	664,716	None	
Revenue Hours	19,855.4	15,457.5	21,512.0	None	
Total Hours	21,532.6	16,615.6	23,600.0	None	
Revenue Miles	486,376.9	575,387.3	322,817.0	None	
Total Miles	499,406.7	582,318.5	364,775.0	None	
Operating Costs	$1,543,847	$939,063	$1,682,001	None	
Passenger Revenue	$173,976	$122,049	$194,900	None	
Operating Subsidy	$1,369,872	$817,014	$1,487,101	None	
Operating Costs Per Revenue Hour	$77.75	$60.75	$78.19	<= $53.02	Fails to Meet Target
Operating Cost Per Revenue Mile	$3.17	$1.63	$5.21	None	
Operating Costs Per Passenger	$10.65	$9.30	$9.03	None	
Farebox Recovery Ratio	11.27%	13.00%	11.58%	>= 10.0%	Meets Target
Subsidy Per Passenger	$9.45	$8.09	$7.99	>= $5.82 and <= $7.88	Fails to Meet Target
Subsidy Per Passenger Mile	$3.70	$3.16	$2.24	>= $2.27 and <= $3.07	Better Than Target
Subsidy Per Revenue Hour	$68.99	$52.86	$69.13	>= $38.05 and <= $51.49	Fails to Meet Target
Subsidy Per Revenue Mile	$2.82	$1.42	$4.61	>= $1.02 and <= $1.38	Fails to Meet Target
Passengers Per Revenue Hour	7.30	6.50	8.70	>= 5.53 and <= 7.48	Better Than Target
Passengers Per Revenue Mile	0.30	0.18	0.58	>= 0.15 and <= 0.21	Better Than Target

a) The Plan Performance Scorecard column is the result of comparing the FY 2016/17 Plan to the FY 2016/17 Primary Target.

The City of Banning

HIGHLIGHTS OF 2016/17

SHORT RANGE TRANSIT PLAN

- As necessary, adjust times of Routes 1 and 6 to meet the demand presented by the growth of the Mt. San Jacinto Pass Campus
- Purchase additional equipment for camera system to enable wireless download of footage from Fixed-Route and Dial-a-Ride vehicles
- Purchase and implement use of a software system for scheduling and dispatching Dial-a-Ride to improve productivity
- Purchase and install auto display and enunciator equipment in fixed route fleet
- Continue working with the City of Beaumont staff regarding the coordination of routes, schedules, passenger amenities, and fares to ensure that Pass Transit is seamless and offers an ease of use to Pass Area residents, while still maintaining the best service possible within our service area
- Increase revenue through the development of advertisement program in conjunction with the Banning Chamber of Commerce

Table 9A

BANNING TRANSIT SYSTEM/PASS TRANSIT	FY 2012/13 Audited	FY 2013/14 Audited	FY 2014/15 Audited	FY 2015/16 Estimate (Based on 3rd Quarter Actuals)	FY 2016/17 Planned
System-wide Ridership	147,747	156,052	144,978	134,637	186,209
Operating Cost Per Revenue Hours	$81.02	$92.31	$57.54	$81.00	$78.17

Table 9B - Fare Revenue Calculation (consistent with Commission Farebox Recovery Policy)			
Revenue Sources included in Fare box Calculation	Actual Amount from FY 2014/15 Audit	FY 15/16 (Estimate)	FY 16/17 (Plan)
1. Passenger Fares	153,212	159,412	194,400
2. Interest		500	500
3. General Fund Supplement			
4. Measure A			
5. Advertising Revenue			
6. Gain on Sale of Capital Assets			
7. CNG Revenue			
8. Lease/ Other Revenue			
9. Federal Excise Tax Refund	20,976		
10. Investment Income			
11. CalPers CERBT			
12. Fare Revenues from Exempt Routes			
13. Other Revenues			
TOTAL REVENUE for Farebox Calculation (1-13)	173,976	157,810	194,900
TOTAL OPERATING EXPENSES for Farebox Calculation	1,543,847	1,082,215	1,682,501
FAREBOX RECOVERY RATIO	**11.27%**	**13.15%**	**11.13%**

CITY OF BANNING
CITY COUNCIL REPORT

TO: **CITY COUNCIL**

FROM: **Michael Rock, City Manager**

PREPARED BY: **Ted Shove, Economic Development Manager**

MEETING DATE: **February 14, 2017**

SUBJECT: **Discuss and consider adopting Resolution 2017-19 approving Lease and Operating Agreement with Skydive West Coast for Hangar and Landing Zone Facilities**

RECOMMENDATION:

That Council Adopt Resolution 2017-19:

1. Approve Lease and Operating Agreement with Skydive West Coast for Hangar and Landing Zone Facilities;

2. Authorize the skydiving operation use and authorize Mayor to execute Agreement; and

3. Authorize City Attorney to take such additional, related action that may be necessary.

JUSTIFICATION:

Approval of Lease Agreement would result in a new tenant to the Banning Municipal Airport and draw consumers into Banning from outside of the San Gorgonio Pass region. As a condition of the Lease and Operating Agreement, the tenant would be required to comply with specific operating requirements outlined in the agreement. These requirements are not otherwise defined by City Policy and are designed to ensure safe operation.

BACKGROUND:

The City was approached by Mr. Robert Spencer, owner of Skydive West Coast (SWC) in August 2016 interested in opening a skydiving business at the Banning Municipal Airport ("Airport").

SWC will be managed by Robert Spencer, who will hand pick operators and pilots to assist him in running the skydiving operation in Banning. Mr. Spencer is an accomplished industry professional with over twenty years in skydiving instruction, parachute packing, piloting aircraft, and managing skydiving businesses. Staff verified references and all individuals contacted validated Mr. Spencer's extensive experience in the industry.

City staff assisted in site selection for both the hangar and Landing Zone facilities. The property identified for the Landing Zone is directly south of the runway, clear of the flightpath, and does not present a safety hazard to aircraft landing or departing. In addition, the lease contains provisions to prohibit operations during inclement weather or when wind conditions prevent safe landing.

On September 21, 2016, staff received a proposal for the sites identified and subsequently negotiated a lease with the following terms:

- $1,000/mo. for 'Skyline Hangar', plus $500 security deposit;
- $1,000/mo. for Landing Zone, comprised of +/-2.65 Acres situated south of the Airport on City-owned property (APN 532-130-018);
- 4 year term with 2% annual increases (anniversary of the lease);
- City reserved four month early termination clause;
- Provide one month to complete tenant improvements and secure all permits and licenses (non-operational use of facilities); Tenant authorized to occupy facilities on March 15, 2017 with prorated rent due on or before April 15, 2017; and the first full payment due on or before May 1, 2017;
- SWC will be required to maintain insurance coverages to include: commercial general liability - $1,000,000 per occurrence, $2,000,000 aggregate; Workers Compensation - state required thresholds; employers' liability - $1,000,000 each accident, disease policy limit, and disease each employee; property insurance; Aircraft Liability in the amount of $1,000,000 per occurrence and $2,000,000 general aggregate; and
- Tenant is authorized to perform minimal ground disturbance (brush and rock clearance) in the Landing Zone area to ensure a safe landing area;

- Tenant may only operate during daylight hours; must transit to and from Landing Zone by approved route; and is the sole operator to utilize Landing Zone as defined in the Agreement; and
- The City authorizes the Tenant to operate as a skydiving business.

Staff recommends City Council approval of the terms outlined in this staff report and Lease Agreement (Attachment 2).

OPTIONS:

1. Approve Lease and Operating Agreement with Skydive West Coast.

2. Reject Lease and Operating Agreement and provide staff with alternative direction.

FISCAL IMPACT:

The Lease and Operating Agreement is based upon market lease comps for the 'Skyline Hangar' of $1,000/month. The revenue generated will be deposited into Account 600-5100-331.25-10 (Hangar Rents – City). The required $500 security deposit will be deposited into Account 600-0000-223.10-00 (Security Deposits – Hangar Rent). The estimated revenue to the Airport Enterprise Fund is $2,500 for the remainder of the fiscal year.

For the Landing Zone land lease, the lease will be $1,000 per month which will be deposited into Account 001-0001-331-25-07 (Lease Income). The estimated revenue to the General Fund will be $2,500 for the remained of the fiscal year.

ATTACHMENTS:

1. Resolution 2017-19
2. Lease and Operating Agreement by and between the City of Banning and Skydive West Coast

Approved by:

Michael Rock
City Manager

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ATTACHMENT 1

RESOLUTION 2017-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING LEASE AND OPERATING AGREEMENT WITH SKYDIVE WEST COAST FOR THE LEASE OF A HANGAR AND LANDING ZONE AND AUTHORIZING USE AS A SKYDIVING OPERATION

WHEREAS, Skydive West Coast (SWC), a business that provides skydiving instruction to the public desires to open a location in the San Gorgonio Pass area; and

WHEREAS, SWC requires use of the Banning Municipal Airport ("Airport") and a location suitable to recover parachutists; and

WHEREAS, the Airport is considered a General Aviation Airport that lacks sufficient area to contain a Landing Zone; and

WHEREAS, the Landing Zone identified in the Lease and Operating Agreement is directly adjacent to the Airport and will act as a safe recovery area for parachutists and is a consistent Aeronautical Use; and

WHEREAS, the Lease and Operating Agreement will generate revenue to the Airport Enterprise Fund and the City's General Fund; and

WHEREAS, SWC will draw customers into Banning from outside of the San Gorgonio Pass region, due to the limited availability of skydiving operations in the state, which will promote tourism activities and stimulate both job creation opportunities and economic benefits to the City and community.

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

1. The Recitals set forth above are true and correct and incorporated herein by this reference.

2. Resolution 2017-19 is approving Lease and Operating Agreement with Skydive West Coast for Hangar and Landing Zone Facilities as described in Exhibit A, and by reference made a part hereof.

3. Resolution 2017-19 authorizes the skydiving operation use as defined in the Lease and Operating Agreement.

4. If such agreement is not executed by all parties within 60 days from the effective date of this resolution, such authorization shall become void and no effect.

5. The City Council authorizes the Mayor for the City of Banning to execute Lease and Operating Agreement with Skydive West Coast in the form that is approved by the City Attorney.

PASSED, APPROVED AND ADOPTED this 14th day of February, 2017.

George Moyer, Mayor
City of Banning, California

APPROVED AS TO FORM AND LEGAL CONTENT:

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

ATTEST:

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

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2017-19 was duly adopted by the City Council of the City of Banning at a regular meeting thereof held on the 14th day of February, 2017.

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTACHMENT 2

LEASE AND OPERATING AGREEMENT

This LEASE AND OPERATING AGREEMENT ("Lease"), dated as of February ___, 2017, is entered into by and between the CITY OF BANNING, (the "Landlord"), and SKYDIVE WEST COAST, a California corporation (the "Tenant"), who agree as follows:

RECITALS

This Lease is made with reference to the following facts and circumstances, which are a part of this Lease and are agreed to be correct:

A. The Landlord is the owner of certain real property (the "Property") located in the City of Banning, County of Riverside, State of California commonly known as the Banning Airport ("Skyline Hangar" and adjacent vacant real property). A legal description of the Property is set forth in attached Exhibit "A".

B. The Property includes an airport hangar, storage area and office space and commonly referred to as the Skyline Hangar (the "Premises"), located at the Banning Municipal Airport, 200 S. Hathaway Street, Banning, CA 92220 (APN 532-130-012). An additional section of City-owned vacant land adjacent to and south of the Banning Municipal Airport is included in this lease (the "Landing Zone"), and described in EXHIBIT A. The Landing Zone generally consists of approximately +/- 2.65 Acres.

C. The Lease grants specific operational conditions to the Tenant in conjunction with this agreement and are defined herein. The area defined as the Landing Zone is contained on a City-owned parcel, directly adjacent to the Banning Municipal Airport, and is consistent with the existing zoning as the use is defined as an "Aeronautical Use".

1. Term. The term of this Lease commences on April 15, 2017 and continues thereafter for a period of four (4) years and, unless earlier terminated, automatically expires on April 14, 2021 without the necessity of any notice or other action on Landlord's part.

2. Use; Compliance with Laws.

(a) The Premises may be used by Tenant as an office for skydiving operations and instruction; storage or related equipment and supplies; parachute packing and instruction; and aircraft storage and related maintenance.

(b) The Landing Zone may be used as an area where skydiving operations recover parachuting personnel and as an ancillary use to the Premises.

a. Landing Zone Requirements – Pursuant to the United States Parachute Association ("USPA") *Basic Safety Requirements*, Landing Zones must be unobstructed, with the following minimum radial distances as follows:

i. If the Tenant intends at any time to serve any student skydivers or participants without a skydiving license, or A-license holders, then the Landing Zone must be 100 meters from the nearest hazard.

ii. If the Tenant intends at any time to serve B and C license holders, or any tandem skydivers, then the Landing Zone must be 50 meters from the nearest hazard.

iii. If the Tenant intends at any time to serve D-license holders, then the Landing Zone must be 12 meters from the nearest hazard.

b. The Landlord grants exclusive use to the Tenant, the Landing Zone described herein. Further, the Landlord does not authorize the Tenant to sublease the Landing Zone for any other Commercial Skydiving operators.

c. The Landing Zone must be maintained to facilitate safe landings by participants. The Landlord authorizes the Tenant to conduct minimal ground disturbance/grading for the Landing Zone (i.e. brush and rock clearance), including eroded non-paved public right-of-way terminating at the Landing Zone. Further, the Tenant is authorized to remove ground hazards consistent with USPA *Basic Safety Requirements*.

d. The operator must post sufficient signage, and ground markings to prevent runway incursions and ground encroachments of the Landing Zone by unauthorized access.

e. The Landlord authorizes Tenant to conduct skydiving operations during daylight hours only at the Landing Zone.

f. The Tenant must utilize the approved vehicle route as identified in Exhibit B for transporting Participants between the Premises and Landing Zone.

(c) Annual Safety Management Plan – The Tenant will complete and submit an annual Safety Management Plan ("Plan"), otherwise required by FAA Order 5200.11 (and any accompanying FAA guidance documents). The Plan must be submitted to the City concurrently with FAA. The costs associated with compliance shall be borne by the Tenant. The Plan shall include, at a minimum: on-Airport safety considerations; off-Airport safety considerations; and airspace issues and concerns with the Landing Zone. The Tenant must commit in writing to implement all recommendations that result from the FAA Safety Risk Management panel and to fund the cost of any safety actions that are so recommended. The Tenant shall submit proof of implemented recommendations within 30 days of completion.

(d) Operational Compliance – The Tenant must comply with all federal, state and local requirements applicable to its operations, including, but not limited to, the FAA

Grant Assurances applicable to the Banning Municipal Airport. Without limiting the foregoing, the Tenant must comply with the following specific requirements:

a. All federal, state and local laws applicable to workplace and aviation safety, including 14 C.F.R. Part 105; and the orders and directives of the Banning Municipal Airport in furtherance of any Safety Management Plan or similar or related program at the Airport designed and intended to enhance safety.

b. The Tenant shall, at its own cost, obtain, maintain, and comply with all necessary licenses, permits, certifications, or ratings required for the conduct of its activities at the Airport. Upon request, the Tenant shall provide copies of such licenses, permits, certifications, or ratings to the Landlord. The Tenant must also:

i. Submit to the Landlord all new, updated or amended FAA certificates and ratings annually when received.

ii. Upon hiring new employees, the Tenant must file all FAA certificates of ratings with the Landlord within two weeks of hiring the employee.

iii. Upon revocation of or change to any certificate or ratings, or any other penalties by FAA against the certificate holder, the Tenant must provide written notice within two weeks to Landlord.

c. Equipment and Vehicles – The Tenant must own, lease, or otherwise have sufficient access to equipment, including aircraft, to conduct Commercial Skydiving operations without causing any flight delays or other operational impacts on aircraft at the Airport. Additionally, the Tenant shall make all reasonable efforts to keep equipment operable, maintained in a safe operating condition, and capable of providing all required products and services at the hours and in a manner consistent with intended use.

(e) Participant Requirements – The Tenant shall ensure that Participants comply with the following requirements:

a. Medical Requirements

i. All Participants must:

1. Possess at least a current FAA Third-Class Medical Certificate;

2. Carry a certificate of physical fitness for skydiving from a licensed physician; or

3. Have completed the USPA recommended medical statement.

b. Age Requirements:

i. Participants must be at least either:

1. 18 years of age; or

2. 16 years of age with a notarized parental or guardian consent.

c. Release Waiver and Indemnity Agreement:

i. Tenant shall require each Participant to execute a Release, Waiver and Indemnity Agreement in favor of the Landlord, and in a form approved by the Landlord.

(b) Tenant agrees that the Premises and its use of the Premises will at all times be in strict compliance with all applicable laws, rules and regulations of all governmental authorities having jurisdiction, and Tenant, at its sole cost and expense, agrees to comply with all such laws, rules and regulations, including, without limitation, all laws, rules and regulations requiring the making of structural or extraordinary repairs or replacements to the Premises and all laws, rules and regulations relating to the use, generation, storage or release of Hazardous Materials. In addition to Tenant's other obligations of indemnity under this Lease, Tenant agrees to indemnify, protect, defend (by counsel reasonably satisfactory to Landlord) and hold Landlord and its officials, officers, agents and employees, and each of them, harmless from and against all claims, losses, liabilities, actions, judgments, costs and expenses (including reasonable attorneys' fees and costs) which they, or any of them, may suffer or incur arising from or relating to the use, generation, storage or release by Tenant, its agents, employees, contractors, guests or invitees of any Hazardous Materials in, on or about the Premises.

(c) "***Hazardous Materials***" shall mean any and all of the following:

(i) any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or for which liability arises for misuse, pursuant to the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901, et seq.; the Toxic Substances Control Act, 15 U.S.C.S. § 2601, et seq.; the Clean Water Act, 33 U.S.C. §1251, et seq.; the Insecticide, Fungicide, Rodenticide Act, 7 U.S.C. § 136, et seq.; the Superfund Amendments and Reauthorization Act, 42 U.S.C. § 6901, et seq.; the Clean Air Act, 42 U.S.C. § 7401, et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300f, et seq.; the Solid Waste Disposal Act, 42 U.S.C. §6901, et seq.; the Surface Mining Control and Reclamation Act, 30 U.S.C. §

1201, et seq.; the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001, et seq.; the Occupational Safety and Health Act, 29 U.S.C. §§ 655 and 657; the Hazardous Waste Control Act, California Health and Safety Code ("H.&S.C.") § 25100, et seq.; the Hazardous Substance Account Act, H.&S.C. § 25330, et seq.; the California Safe Drinking Water and Toxic Enforcement Act, H.&S.C. § 25249.5, et seq.; the Underground Storage of Hazardous Substances, H.&S.C. § 25280, et seq.; the Carpenter-Presley-Tanner Hazardous Substance Account Act, H.&S.C. § 25300, et seq.; the Hazardous Waste Management Act, H.&S.C. §25170.1, et seq.; the Hazardous Materials Response Plans and Inventory, H.&S.C. § 25001, et seq.; the Porter-Cologne Water Quality Control Act, Water Code § 13000, et seq., all as they may from time to time be amended;

(ii) any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or for which liability for misuse arises pursuant to any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree due to its hazardous, toxic or dangerous nature;

(iii) any petroleum, crude oil or any substance, product, waste, or other material of any nature whatsoever which contains gasoline, diesel fuel or other petroleum hydrocarbons other than petroleum and petroleum products contained within regularly operated motor vehicles; and

(iv) polychlorinated biphenyls (PCB), radon gas, urea formaldehyde, asbestos and lead.

3. Rent. As rent for the Property, Tenant agrees to pay to Landlord the sum of $24,000.00 per year, broken down to $1,000.00 monthly for both of the Premises and the Landing Zone, totaling $2,000.00 per month. The first installment of monthly rent is to be pro-rated at 50% and due on April 15th, 2017. Thereafter, Rent is to be paid in advance and at the first of the month.

Tenant further agrees to an annual two (2%) percent rent escalation per year on the base monthly rent, effective April 15th each year.

4. Concessions. Landlord acknowledges Property requires maintenance and upkeep, in addition to Tenants necessary improvements. A Tenant Improvement allowance will be provided by Landlord to Tenant in the form of early occupancy to the Property of 30 days. The Tenant will be provided access to the Property on March 15th, 2017.

5. Early Termination by Landlord. Landlord shall retain the right and sole authority with or without cause to terminate the Lease at any time during the Term with appropriate notice up to 120 days.

6. "AS-IS" Lease. Tenant acknowledges that it has inspected the Premises and Tenant warrants and agrees that it is thoroughly familiar with the Premises and all aspects thereof, including, without limitation, the physical condition of the Premises, the zoning of the Premises and all other restrictions and limitations applicable to the Premises (whether or not of public record). Tenant acknowledges and agrees that the Premises are satisfactory to Tenant in all

respects. **Tenant agrees that neither Landlord nor anyone acting on Landlord's behalf has made any representation or warranty of any kind or nature whatsoever respecting the condition of the Premises, their suitability for Tenant's use, or any other matter relating to the Premises (including, but not limited to, the environmental condition of the Premises) or this Lease, and Tenant agrees that it is leasing the Premises in their "AS-IS CONDITION AND WITH ALL FAULTS".**

7. Maintenance. Tenant agrees that it will, at its sole cost and expense, maintain the Premises and all portions thereof, whether structural or non-structural, in a good, clean and safe condition and state of repair, including the making of all necessary replacements (whether such portions requiring repair or replacement, or the means of repairing or replacing the same, are reasonably or readily accessible to Tenant, and whether the need for such repairs or replacements occurs as a result of Tenant's use, any prior use, the elements or the age of such portion of the Premises), including, without limitation, all equipment and all plumbing, heating, air conditioning, ventilating, electrical and other facilities and utilities serving the Premises, and all walls, floors, ceilings, roofs, windows, doors, plate glass, driveways, sidewalks, parking lots, fences and landscaping. Tenant agrees that Landlord has no obligation of any kind or nature to maintain, repair or replace the Premises or any portion of the Premises. Tenant agrees that Tenant is solely responsible for the security, protection and insuring of its equipment, materials and other property, and that of its employees, servants and contractors, located on or about the Premises. Tenant agrees that Landlord will have no liability of any kind or nature respecting any loss or theft of, or damage to, any such equipment, materials or other property.

8. Insurance. Throughout the life of this Lease, Tenant shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide, or (ii) authorized by Landlord's City Manager or his/her designee at any time and in his/her sole discretion. The following policies of insurance are required:

(i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as Insurance Services Office (ISO) form CG 00 01 and shall include insurance for "bodily injury", "property damage" and "personal and advertising injury", including premises and operation, products and completed operations and contractual liability (including, without limitation, indemnity obligations under this Lease) with limits of liability of not less than $1,000,000 per occurrence and $2,000,000 general aggregate for bodily injury and property damage, $1,000,000 per occurrence for personal and advertising injury and $1,000,000 aggregate for products and completed operations.

(ii) AIRCRAFT LIABILITY insurance shall include coverage for bodily injury to passengers and non-passengers, property damage and cargo legal liability, including skydiving operations, with limits of liability of not less than $1,000,000 per occurrence and $2,000,000 general aggregate.

(iii) WORKERS' COMPENSATION insurance as required under the California Labor Code.

(iv) EMPLOYERS' LIABILITY insurance with limits of liability of not less than $1,000,000 each accident, $1,000,000 disease policy limit and $1,000,000 disease each employee.

(vi) PROPERTY insurance against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

Should Tenant maintain insurance with broader coverage and/or limits of liability greater than those shown above, the Landlord requires and shall be entitled to the broader coverage and/or the higher limits of liability maintained by Tenant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Landlord.

Tenant shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Tenant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the Landlord or his/her designee. At the option of the Landlord or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Landlord, its officers, officials, employees, agents and volunteers; or (ii) Tenant shall provide a financial guarantee, satisfactory to Landlord or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City, its officers, officials, employees, agents or volunteers be responsible for the payment of any deductibles or self-insured retentions.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to Landlord. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Tenant shall furnish Landlord with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the Lease, Tenant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

The General Liability and Aircraft Liability insurance policies shall be written on an occurrence form and shall name Landlord and its officers, officials, agents, employees and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Tenant's insurance shall be primary and no contribution shall be required of Landlord, its officers, officials, employees, agents or volunteers. The coverage shall contain no special limitations on the scope of protection afforded to Landlord and its officers, officials, employees, agents and volunteers. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to Landlord and its officers, officials, agents, employees and volunteers. The Property insurance policy shall name

Landlord as a loss payee.

Tenant shall furnish Landlord with all certificate(s) and applicable endorsements effecting coverage required hereunder. **All certificates and applicable endorsements are to be received and approved by the City Manager or his/her designee prior to the Landlord's execution of this Lease.**

Upon request of Landlord, Tenant shall immediately furnish Landlord with a complete copy of any insurance policy required under this Lease, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Lease.

Any failure to maintain the required insurance shall be sufficient cause for Landlord to terminate this Lease. No action taken by Landlord hereunder shall in any way relieve Tenant of its responsibilities under this Lease.

The fact that insurance is obtained by Tenant shall not be deemed to release or diminish the liability of Tenant, including, without limitation, liability under the indemnity provisions of this Lease. The duty to indemnify Landlord and its officers, officials, employees, agents and volunteers shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Tenant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Tenant, its principals, officers, agents, employees, persons under the supervision of Tenant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

Tenant and its insurers hereby waive all rights of recovery against Landlord and its officers, officials, employees, agents and volunteers, on account of injury, loss by or damage to the Tenant or its officers, employees, agents, consultants, contractors, subcontractors, invitees and volunteers, or its property or the property of others under its care, custody and control. Tenant shall give notice to its insurers that this waiver of subrogation is contained in this Lease. This requirement shall survive termination or expiration of this Lease.

If Tenant should contract any work on the Premises or subcontract any of its obligations under this Lease, Tenant shall require each consultant, contractor and subcontractor to provide insurance protection in favor of Landlord, its officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the consultants', contractors' or subcontractors' certificates and endorsements shall be on file with Tenant and Landlord prior to the commencement of any work by the consultant, contractor or subcontractor.

The City reserves the right to make reasonable adjustments to required types of insurance coverage, limits and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial considerations of the insurance company and/or the Tenant.

9. Indemnification. To the furthest extent allowed by law, Tenant shall indemnify, hold

harmless and defend Landlord and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage, including damage by fire or other casualty) incurred by Landlord, Tenant or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of: (a) the occupancy, maintenance and use of the Premises and/or; (b) the performance of this Agreement. Tenant's obligations under the preceding sentence shall apply regardless of whether Landlord or any of its officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or by the willful misconduct, of Landlord or any of its officers, officials, employees, agents or volunteers.

Should Tenant contract any work on the Premises or subcontract any of its obligations under this Lease, Tenant shall require each consultant, contractor and subcontractor to indemnify, hold harmless and defend Landlord and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This requirement shall survive termination or expiration of this Lease.

10. Utilities. Landlord shall provide and pay for all water and electrical services in connection with the Hangar premises. Tenant shall provide and pay for all other utilities that it may require in connection with the Premises. The Landlord shall not authorize utility services at the "Landing Zone".

11. Security Deposit. Tenant agrees to deposit with Landlord a Security Deposit (the "Deposit") in the amount of Five Hundred Dollars ($500.00) for the term of the Lease. Any damages to the Premises will be deducted from the Deposit prior to releasing funds to Tenant. An exit walkthrough inspection must be scheduled by the Tenant with the Landlord within three (3) business days of vacating Premises. Tenant will allow up to 14 days for Landlord to process Deposit refund.

12. Taxes. Tenant acknowledges that this Lease may create a possessory interest subject to taxation and that Tenant may be subject to payment of any and all taxes levied on that possessory interest.

13. Alterations. Tenant agrees that it will not make any alterations or improvements to the Premises, or any portion of the Premises, without Landlord's prior written consent, which will not be unreasonably withheld; provided, that if the alterations or additions would affect the structural portions of the Premises, including, without limitation, the exterior or interior load-bearing walls, the foundation or the roof of the Premises, Landlord shall be under no obligation to give its consent. If Landlord consents to the making of any alterations or improvements, Tenant agrees that such alterations or improvements will be made in strict compliance with all applicable laws, rules and regulations of all governmental authorities having jurisdiction, will be performed in a good and workmanlike manner, and will be made in compliance with such other conditions, including, without limitation, the obtaining of performance and completion bonds, as Landlord may require in connection with the granting of its consent. Tenant agrees that it will pay, when

due, all claims for labor or materials furnished or alleged to have been furnished to or for Tenant at or for use on the Premises, which claims are or may be secured by any mechanics' or materialmen's lien against the Premises or any interest therein. All alterations and improvements made by Tenant shall, at Landlord's option and at Tenant's sole cost and expense, be removed from the Premises at the end of the term of this Lease and the Premises restored to their condition prior to the making of such alterations or improvements.

14. Tenant's Property. All trade fixtures, equipment and personal property of Tenant located at the Premises will remain the property of Tenant during the term of this Lease and may be removed by Tenant at any time and shall be removed by Tenant prior to the expiration or other termination of the term of this Lease. Tenant, at Tenant's cost and expense, must promptly repair all damage to the Premises occasioned by the removal of its trade fixtures, equipment and personal property.

15. Damage and Destruction. If the Premises or any portion thereof are damaged or destroyed by any casualty (whether or not insured), Tenant, at Tenant's sole cost and expense, shall promptly repair and restore the same; provided, that the proceeds, if any, of the fire and extended coverage insurance required to be kept and maintained by Tenant under Section 7 (after deduction of all costs incurred by Landlord in recovering the same) shall be made available to Tenant by Landlord for the purpose of making such repairs and restorations; provided, further, that if the cost of repairing or restoring the Premises exceeds one month's rent or if the repairs and restorations would require more than one month to complete once commenced, then either Landlord or Tenant may cancel this Lease upon the giving of written notice to the other. Upon any cancellation of this Lease pursuant to the provisions of this Section, all proceeds of insurance shall be the sole property of Landlord, and Tenant shall have no right or interest therein.

16. Eminent Domain. If 10% or more of the ground area of the Premises is taken under the power of eminent domain, this Lease shall automatically terminate on the date the condemning authority takes possession. If less than 10% of the ground area of the Premises is taken under the power of eminent domain, and if the remaining area of the Premises is suitable, in Tenant's judgment, for Tenant's continued use as permitted by this Lease, then this Lease shall continue in effect and Tenant shall restore, at Tenant's sole cost and expense, the portion of the Premises not taken such that it constitutes a complete architectural unit. In the event this Lease is so continued in effect, the rent payable by Tenant under this Lease shall not be abated. In the event of a taking, the entire award for the taking shall be the property of Landlord, except that Tenant shall be entitled to seek a separate award from the condemning authority for damage to its trade fixtures and equipment and for relocation expenses.

17. Assignment. Tenant may not assign this Lease or sublet all or any part of the Premises nor permit the occupancy thereof by any other person or entity.

18. Default. The occurrence of any one or more of the following shall constitute a default by Tenant:

(a) Vacation or abandonment of the Premises by Tenant.

(b) Failure by Tenant to make payment of rent or any other payments required to be made by Tenant hereunder as and when due.

(c) Failure by Tenant to keep and maintain any of the insurance required to be kept and maintained by Tenant under this Lease.

(d) Failure by Tenant to observe or perform any of the covenants or provisions of this Lease, other than as provided in subsections (b) and (c) above, when such failure continues for a period of 30 days after written notice of such failure is given by Landlord to Tenant; provided, that if the nature of Tenant's failure is such that more than 30 days are reasonably required for its cure, then Tenant will not be deemed to be in default if Tenant commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

19. Remedies. If Tenant is in default, then, in addition to all other rights and remedies which Landlord may have at law or in equity, Landlord has the following rights and remedies which are not exclusive but are cumulative:

(a) To the extent permitted by law, Landlord can, with or without terminating this Lease, reenter the Premises and remove all property and persons therefrom, and any such property may be removed and stored in a public warehouse or elsewhere at the cost and for the account of Tenant. If Landlord elects to reenter or shall take possession of the Premises pursuant to legal proceedings or pursuant to any notice provided by law, and if Landlord has not elected to terminate this Lease, Landlord may either recover all rent as it becomes due under this Lease or relet the Premises or any part or parts thereof for such term or terms and upon such provisions as Landlord may deem advisable and will have the right to make repairs to and alterations of the Premises. No reentry or taking possession of the Premises by Landlord is to be construed as an election to terminate this Lease unless a written notice of such intention is given to Tenant by Landlord. Notwithstanding any reletting without termination by Landlord because of Tenant's default, Landlord may at any time after such reletting elect to terminate this Lease because of such default. If Landlord elects to relet the Premises without terminating this Lease, then rent received by Landlord therefrom will be applied as follows:

(i) First, to any indebtedness from Tenant to Landlord other than rent due from Tenant;

(ii) Second, to all costs and expenses, including, without limitation, for maintenance, repairs or alterations, incurred by Landlord in connection with reletting the Premises; and

(iii) Third, to the payment of rent due and unpaid under this Lease and the residue, if any, will be held by Landlord and applied in payment of future rent as the same may become due and payable under this Lease and to any damages and other amounts which Landlord is otherwise entitled to under this Lease. Should that portion of such rent received from such reletting during any month, which is applied to the payment of rent hereunder, be less than the rent payable hereunder during that month by Tenant, then Tenant agrees to pay such deficiency to Landlord immediately

upon demand. In no event will Tenant be entitled to any excess rent received by Landlord from such reletting.

(b) Landlord can terminate Tenant's right to possession of the Premises at any time. No act by Landlord other than giving written notice to Tenant will terminate this Lease. Acts of maintenance, efforts to relet the Premises, or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this Lease shall not constitute a termination of Tenant's right to possession. On termination, Landlord has the right to recover from Tenant:

(i) The worth, at the time of the award, of the unpaid rent that had been earned at the time of termination of this Lease;

(ii) The worth, at the time of the award, of the amount by which the unpaid rent that would have been earned after the date of termination of this Lease until the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided;

(iii) The worth, at the time of the award, of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided; and

(iv) Any other amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default.

"The worth, at the time of the award," as used in (i) and (ii) of this subsection (b), is to be computed by allowing interest at the maximum rate an individual is permitted by law to charge. "The worth, at the time of the award," as referred to in (iii) of this subsection (b), is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus 1%.

(c) Landlord can have a receiver appointed to collect rent and conduct Tenant's business. Neither the filing of a petition for the appointment of a receiver nor the appointment itself shall constitute an election by Landlord to terminate this Lease.

(d) Without waiving the default, Landlord can, at its sole option, pay such sums and/or take such actions as are necessary in Landlord's reasonable judgment in order to cure the default, and all sums expended or incurred by Landlord in connection therewith, together with interest thereon at the maximum rate permitted by law, shall be paid by Tenant to Landlord immediately on demand.

20. Landlord Entry. Landlord and its authorized representatives shall have the right upon reasonable prior written notice to Tenant to enter all portions of the Premises for any of the following purposes: (a) to determine whether the Premises are in good condition and whether Tenant is complying with its obligations under this Lease; (b) to inspect the Premises; (c) in connection with Landlord's design and construction planning respecting Landlord's future use of the Premises; and (d) to post notices of nonresponsibility. Notwithstanding the foregoing to the contrary, Landlord and its authorized representatives shall have the right to enter the Premises at any time, and without notice to Tenant, where an emergency situation necessitates such entry. No exercise by Landlord of

its rights under this Section shall entitle Tenant to any damages for any injury or inconvenience occasioned thereby or to any abatement of rent or other amounts payable under this Lease.

21. Surrender of Premises. Upon the expiration or other termination of the term of this Lease, Tenant agrees to surrender possession of the Premises, and every party thereof, to Landlord in good order, condition and repair, ordinary wear and tear alone excepted. "Ordinary wear and tear" does not include any damage or deterioration that would have been prevented by good maintenance practice or by Tenant performing all of its obligations under this Lease.

22. Notices. Except as otherwise provided, all notices required or permitted to be given under this Lease must be in writing and addressed to the parties at their respective notice addresses set forth below; provided, that notices to Tenant may also be effectively given in writing and addressed to Tenant at the Premises address. Notices must be given by personal delivery (including by commercial delivery service) or by first-class mail, postage prepaid. Notices will be deemed effectively given, in the case of personal delivery, upon receipt (or if receipt is refused, upon attempted delivery), and in the case of mailing, three (3) days following deposit into the custody of the United States Postal Service. The notice addresses of the parties are as follows:

If to Landlord:

City of Banning
99 East Ramsey Street
Banning, California 92220
Attention: City Manager

With a copy to:

John C. Cotti, City Attorney
Jenkins & Hogin, LLP
1230 Rosecrans Avenue, Suite 110
Manhattan Beach, CA 90266

If to Tenant:

Robert Spencer
141 S. Myers Street, Unit F
Oceanside, CA 92054

With a copy to:

_____
_____
_____
Attention: _____

23. Waiver and Release of Benefits. Lessee acknowledges that upon expiration of the Term, including any extension thereof, or upon termination of any holdover tenancy (collectively "Expiration of Tenancy"), Lessee might be or become eligible to receive compensation, reimbursement, assistance, including, but not limited to, the fair market value of real and personal property, loss of goodwill, loss of profits, actual and reasonable expenses for moving a business, loss of tangible personal property as a result of moving the business, expenses incurred in searching for a replacement site for the business, expenses to reestablish the business at the new site, "in-lieu payments," and other such benefits (collectively "Benefits") under the California Relocation Assistance Act (Government Code §7260, *et seq.*), Title 25 of the California Code of Regulations, Article 1, § 19 of the California Constitution, the California Eminent Domain Law (Code of Civil Procedure §1230.010, *et seq.*), or other similar local, state, or federal statute, ordinance, regulation, rule, or decisional law (collectively "Compensatory Laws"). Lessee further acknowledges that it has received full and fair compensation of all Benefits Lessee is or might be or might become entitled to recover from the City of Banning as a result of, or in any way related to, Expiration of the Tenancy, City's acquisition of the Premises, and City's occupancy and possession of the Premises. Therefore, being fully informed of and understanding the acknowledgments made herein and of Lessee's rights or potential rights to Benefits under the Compensatory Laws, Lessee hereby expressly and unconditionally waives, and Releases the City from, any and all rights of Lessee to claim, demand, sue for, or receive any Benefits which Lessee is or might be or might become entitled to recover from the City as a result of, or in any way related to, Expiration of the Tenancy, City's acquisition of the Premises, and City's occupancy and possession of the Premises.

24. General.

(a) The acceptance by Landlord of any rental or other payments due hereunder with knowledge of the breach of any of the terms, covenants or provisions of this Lease by Tenant shall not be construed as a waiver of any such breach. The acceptance at any time or times by Landlord of any sum less than that which is required to be paid by Tenant shall, unless Landlord specifically agrees otherwise in writing, be deemed to have been received only on account of the obligation for which it is paid, and shall not be deemed an accord and satisfaction notwithstanding any provisions to the contrary written on any check or contained in any writing transmitting the same.

(b) The titles to the sections of this Lease are for convenience of reference only and are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease. Any exhibits attached to this Lease are, however, a part of this Lease. This Lease shall be governed by and construed in accordance with the laws of the State of California, without regard to any otherwise governing principles of conflicts of law. In construing this Lease, none of the parties to it shall have any term or provision construed against it solely by reason of its having drafted the same.

(c) Any provision of this Lease that is invalid, illegal or unenforceable shall be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating, diminishing or rendering unenforceable the rights and obligations of the parties under the remaining provisions of this Lease.

(d) No term or provision of this Lease may be amended, altered, modified or waived orally or by a course of conduct, but only by an instrument in writing signed by a duly authorized officer or representative of the party against which enforcement of such amendment, alteration, modification or waiver is sought. Any amendment, alteration, modification or waiver shall be for such period and subject to such conditions as shall be specified in the written instrument effecting the same. Any waiver shall be effective only in the specific instance and for the specific purpose for which given.

(e) This Lease and all exhibits attached to it constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements (whether written or oral) with respect to that subject matter.

(f) This Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(g) If either party hereto brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in such action, on trial or appeal, shall be entitled to reasonable attorneys' fees to be paid by the losing party as fixed by the court.

The parties have caused this Lease to be duly executed by their respective duly authorized officers or representatives as of the date first set forth above.

City of Banning

By: _____
George Moyer
Mayor

Attest:

_____

City Clerk

Approved as to Form:

By: _____
John C. Cotti
City Attorney

Skydive West Coast

By: _____
_____
(Print Name & Title)

By: _____
_____
(Print Name & Title)

EXHIBIT "A"

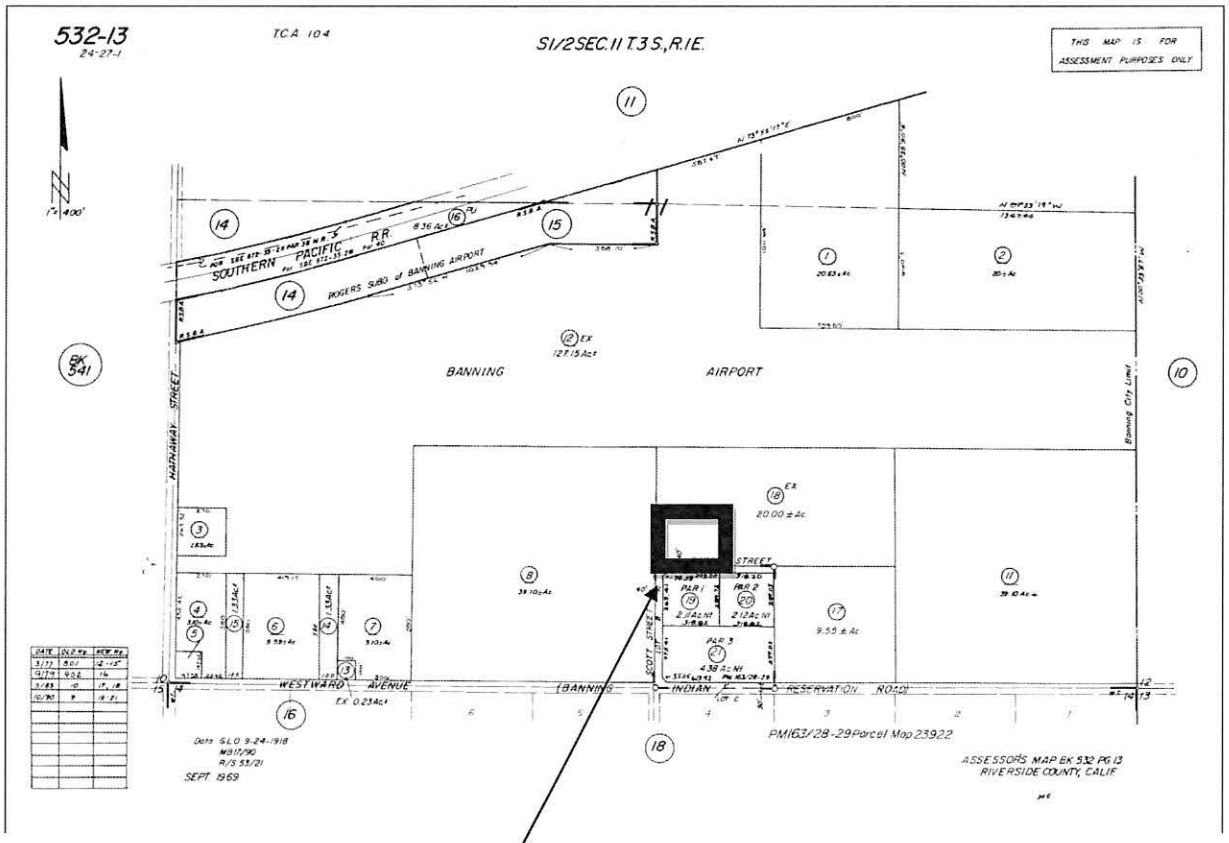
Legal Description of Premises

Premises: Skyline Hangar located at 200 S. Hathaway Street Banning, CA 92220, APN: 532-130-012

LEGAL DESCRIPTION: 127.15 ACRES M/L IN POR SEC 11 T3S R1E FOR TOTAL DESCRIPTION SEE ASSESSORS MAPS

Landing Zone: Parcel situated in State of California, County of Riverside, City of Banning, referenced by Assessor Parcel Number: 532-130-018

LEGAL DESCRIPTION: 340 LINEAL FEET BY 340 LINEAL FEET OF THE SOUTHWEST CORNER OF PARCEL DESCRIBED AS 20.00 ACRES M/L IN POR SE ¼ OF SEC 11 T3S FOR TOTAL DESCRIPTION SEE ASSESSORS MAPS



Aerial Map

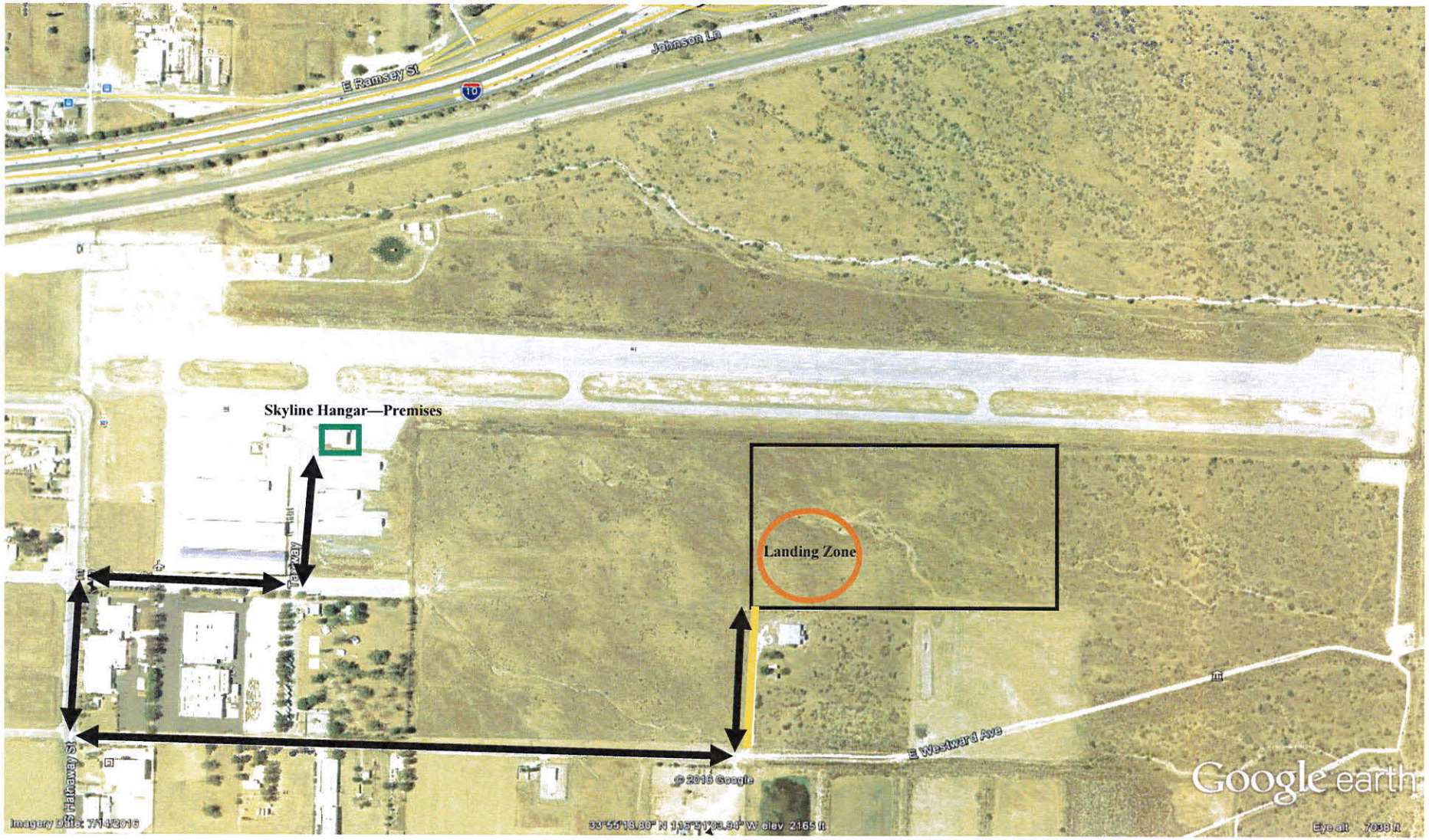
Aerial Site Plan of Premises and Landing Zone Described in Lease Agreement



EXHIBIT "B"

Approved Travel Route between Premises and Landing Zone

Approved Transit Route To/From Premises and Landing Zone



CITY OF BANNING
CITY COUNCIL REPORT

TO:	**CITY COUNCIL**
FROM:	**Michael Rock, City Manager**
PREPARED BY:	**Sonja De La Fuente, Executive Assistant/Deputy City Clerk**
MEETING DATE:	**February 14, 2017**
SUBJECT:	**Action Minutes as adopted by Resolution 1995-21**

RECOMMENDATION:

That the City Council direct staff to follow Resolution 1995-21 adopted on February 14, 1995.

JUSTIFICATION:

Resolution 1995-21 was adopted on February 14, 1995 establishing the form of minutes of meetings of the City Council Boards, Commissions, and Committees.

Government Code Chapter 551 Subchapter B. Sec. 551.021 requires us to prepare and keep minutes or make a recording of each open meeting and the minutes must state the subject of each deliberation and indicate each vote, order, decision, or other action taken.

BACKGROUND:

Currently the City Council Board, Commission, and Committee meetings are audio and video recorded, as well as attended by a recording secretary who takes notes in order to prepare narrative minutes. The audio and video recording is also available to any interested party on the City's website or by purchasing a DVD.

Continuing to follow the current method of preparation of minutes of meetings presents two independent considerations:

1. In addition to attending night meetings and the required payment of overtime, the recording secretary manually listens to the audio recording while preparing the

formal written minutes. This is a time consuming, labor intensive method further compressing the availability of staff to perform ongoing department functions.

2. While the minutes of meetings are quite comprehensive, they are not necessarily verbatim. Because the transcript is not verbatim, this type of minutes may have the effect of creating and/or increasing the exposure to risk of litigation because the finished written narrative reflects interpretation and judgment of the preparer in selectively distilling all that is said into a more concise representation of the dialogue.

Therefore, staff recommends following the adopted Resolution 1995-21 which established Action Minutes as the form of minutes of meetings of the City Council Boards, Commissions and Committees.

FISCAL IMPACT:

There will be a salary savings in the City Clerk department, as overtime is needed for the City Clerk to prepare minutes for lengthy meetings. Additionally, staff time can be utilized to improve workflow and work load.

OPTIONS:

1. Direct staff to follow Resolution 1995-21

2. Direct staff to bring back a new Resolution that replaces Resolution 1995-21

ATTACHMENTS:

1. Resolution 1995-21
2. Sample Action Minutes
3. Government Code 551 Subchapter B Sec. 551.021

Approved by:



Michael Rock
City Manager

ATTACHMENT 1

RESOLUTION NO. 1995-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING ESTABLISHING THE FORM OF MINUTES OF MEETINGS OF THE CITY COUNCIL AND ITS ADVISORY BOARDS, COMMISSIONS AND COMMITTEES

WHEREAS, the audio portion of meetings of the City Council and all City Council advisory boards, commissions and committees are electronically recorded, and are availble for audio review or verbatim transcription, as necessary; and,

WHEREAS, the adoption by the City Council and its advisory boards, commissions and committees, of extensive, but incomplete transcriptions of its minutes as the official minutes of meetings creates an increased and unnecessary vulnerability upon the occurrence of any subsequent litigation involving the occurrences at such meetings.

NOW, THEREFORE, BE IT RESOLVED that the minutes for meetings of the City Council and the boards, commissions and committees of the City shall be prepared as Action Minutes in the form substantially as follows:

1. Roll Call
2. Subject Matter Caption (from Agenda)
3. Name and Address of Public
4. Action Taken

PASSED, APPROVED, AND ADOPTED this 14th day of February 1995.

Donald E. Smith, Mayor
City of Banning, California

APPROVED AS TO FORM AND LEGAL CONTENT

John F. Wilson
City Attorney

ATTEST:

City Clerk of the City of Banning

CERTIFICATION:

ATTACHMENT 2

MINUTES
CITY COUNCIL
BANNING, CALIFORNIA

01/10/17
REGULAR MEETING

A regular meeting of the Banning City Council and a scheduled meeting of the Banning Utility Authority was called to order by Mayor Moyer on January 10, 2017 at 6:05 p.m.at the Banning Civic Center Council Chambers, 99 E. Ramsey Street, Banning, California.

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

COUNCIL MEMBERS ABSENT: None

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
Ted Shove, Economic Development Manager
Philip Southard, Public Information Officer
Tim Chavez, Battalion Chief
Max Calder, Community Services Manager
Marie A. Calderon, City Clerk

The invocation was given by Rev. Daniel Pedraza, First Hispanic Baptist Church. Councilmember Welch led the audience in the Pledge of Allegiance to the Flag.

Mayor Moyer went over various sections of the approved Manual of Procedural Guidelines for the Conduct of City Council and Constituent Body/Commission Meetings for the City of Banning regarding the maintenance of decorum and order.

Councilmember Peterson read the "Rights of the Public" generally under the Brown Act.

REPORT ON CLOSED SESSION

Interim City Attorney stated that the Council convened in closed session and discussed four items as follows: 1) Conference with real property negotiators to discuss the property identified as APN: 532-130-018 and the Council gave direction to its real property negotiators involving price and terms; 2) Council received an update on existing litigation from its legal counsel in the case entitled SoCal Environmental Justice Alliance v. City of Banning; 3) the Council discussed public employment of the City Attorney and took no reportable action in that regard; 4) the item

involving personnel evaluation of the City Manager was continued to January 24th; and other than what was stated tonight the Council took no reportable actions.

City Council

Councilmember Peterson –

- He attended on December 13th the Hispanic Chamber of Commerce toy giveaway at the Community Center. About 500 kids that came through and this helped to make their Christmas a little bit more enjoyable.

Councilmember Franklin –

- She attended the Southern California Association of Governments meeting and two basic topics were discussed: 1) The Recreational Marijuana Act (Proposition 64); and 2) a presentation from the Air Resources Board in regards to more support for SB 32.
- She attended the Western Riverside Council of Government (WRCOG) meeting yesterday and informed the Council and the public as to where our City stands in regards to TUMF, the HERO Program (Home Energy Renovation Program), some funding for regional collaboration on various projects, and also in regards to healthy communities
- On January 24th from 5:00 to 9:00 a.m. a "Point in Time Count" (homeless count) will be done. This is a federal mandate done every year. If anyone is interested in volunteering, you can go online to www.riversidehomelesscount.com to register and sign up for training.
- In regards to water the City did apply for the Special Use Application for the flume that was turned in on January 3, 2017.

Councilmember Welch –

- Friday, January 13th - grand opening and ribbon cutting for the Brew Rebellion located on San Gorgonio Avenue will be held.
- Saturday, January 21st - 8th Annual Veterans Expo will be held at the Beaumont Civic Center from 10 a.m. to 2 p.m.

Councilmember Andrade –

- She said she is not on any committee as of yet; they will be assigned today. She is happy to see new businesses coming to Banning. We are growing which creates revenue and she looks forward to a great year.

Mayor Moyer –

- Animal Control Meeting will be held on January 23rd at 6 p.m. at the Police Department Conference Room.
- For those of you that heard a lot of gun fire the other night there was a pilot shot here for a new television series that they are hoping to get on Netflix and it was done at Diamond Hills Auto Dealership. Hopefully if it gets picked up and a series develops out of this, they will be filming here for five years which brings money and notoriety to the town, etc.

City Committee Reports – None

Report by City Attorney – None

Report by City Manager – None

PRESENTATIONS/PUBLIC COMMENTS/CORRESPONDENCE/APPOINTMENTS

PRESENTATIONS:

1. Riverside County Fair & National Date Festival Queen & Court

Don Smith, Treasurer of the Friends of the Date Festival and representing the Riverside County Fair and National Date Festival gave information about their great scholarship opportunity. The Queen and Court introduced themselves at this time Queen Scheherazade-Ngan Kim Nguyen from La Quinta High School, Princess Dunyazade-Alyssah Moffatt from La Quinta High School, and Princess Jasmine-Maya Jones from La Quinta High School giving information about their education and future goals and information about the fair that will open on February 17th through the 26th.

PUBLIC COMMENTS – *On Items Not on the Agenda*

Inge Schuler addressed the Council regarding the attorney for the flume and related items and wanted to know when accounting of what has happened will be given. During his campaign Mayor Welch said he has a lot of plans for Banning that are still undone and she would like to hear what those plans are. Also, what is the status of the homeless hotel? Is it going to be developed like the ghost ship or anything similar to it or are we doing anything at all. What is the status of it?

Ellen Carr addressed the Council stating that on December 19th her neighbors tree feel in her yard damaging her fence and took out her cable and electricity. She called 911 and in a matter of minutes she had 3 patrol cars, a fire truck and the electric company at her home. She thanked Jason Woods, Line Supervisor for his help and said the City should be very proud of him. In regards to the Animal Action League she gave information on how many spay and neuters were done in those two days and they will be coming again in February. She also gave information on Tender Loving Critter recuse of 59 animals.

Dorothy Familetti-McLean asked about the Vanir project across from the police department. When are we going to find out what is going on with the property. Hopefully something good is going on and she hopes to hear something soon.

Jerry Westholder addressed the Council regarding his various concerns and issues with the tax on the Robertson's mine. He also has concerns that the City still has the highest utility rate in the state of California. We need to reevaluate what is going on with our electric company and these prices needs to be reduced a minimum of 20%.

David Ellis addressed the Council regarding the Mayor's opening statement and thinks that we need to have a two-way street. A lot of the problems that he sees created are a governmental body doing pretty much what they feel is best for the community even in view of the community coming up and asking for certain things. He feels that the Council needs to communicate with the public a little bit better. He asked if somebody can report sometime on the debt collection for Jim Smith. He said we are losing trillions of gallons of fresh water through our river systems

that are going to the ocean and thinks it would behoove the City to consider building up our settling ponds in the old river bed so that if we do get a large amount of water, we can at least try to percolate that back instead of just letting it run right on down.

Gary Hironimus addressed the Council stating there are a lot of people concerned about these items: 1) flume – an issue that has been going on for decades now and needs to be taken care of and take a proactive approach and really push for some kind of progress; 2) how many fires are we going to have at the Banning Business Center before that place is razed or before somebody dies; that needs to be addressed; and 3) Vanir.

CORRESPONDENCE

City Clerk read a letter from John Melendrez, Commander, Chapter #2929, Military Order of the Purple Heart regarding the City once again honoring the members of the military who received Purple Hearts and the City's support by the designation of Banning as a "Purple Heart City" (attached Exhibit "A").

Mayor Moyer asked that an update be given at the next meeting regarding the flume, the Banning Business Center, and Vanir given within the limits of what we are allowed to report to the public.

APPOINTMENTS

1. City Council Committee Assignments

Mayor Moyer said it is his suggestion after that after conferring with all the members of the Council on what position and so forth they would be interested in serving on that we adopted the following committee assignments:

Western Riverside Council of Governments (WRCOG): Assignment – Franklin; Alt.-Moyer
Riverside Transit Agency (RTA): Assignment Welch; Alt.-Moyer
Riverside County Transportation Commission (RCTC): Assignment – Franklin; Alt.-Welch
Pass Area Transportation NOW Committee: Assignment – Welch; Alt.-Moyer
Regional Conservation Authority: Assignment – Moyer; Alt.-Andrade
Government Access Channel Committee: Peterson and Welch
Public Utility Advisory Committee for City: Moyer and Welch
Oversight Board to the Successor Agency of the Dissolved CRA: Welch, Franklin, Alt.
Public Works Advisory Committee: Peterson and Moyer
Community Advisory Committee: Moyer and Andrade
TUMF Zone Committee: Assignment Franklin; Alt.-Peterson
League of California Cities Contact and Executive Board Representative: Mayor Moyer
League of California Cities (External Group): City Council
San Gorgonio Pass Water Agency (External Group): Assignment –Franklin; Alt.-Moyer
Community Action Agency (External Group): Assignment – Andrade; Moyer, Alt.

2x2 Council Working Groups
Banning Unified School District: Peterson and Franklin
Morongo Band of Mission Indians: Moyer and Welch
Mt. San Jacinto College: Peterson and Andrade

Inter-Governmental Lobbying: Moyer and Franklin
San Gorgonio Memorial Hospital: Andrade and Welch
Budget & Finance: Moyer, Peterson and City Treasurer McQuown
Economic Development Committee: Peterson and Welch
City of Beaumont: Moyer and Franklin
Healthy Living City: Franklin and Andrade

Item opened for public comments; there were none.

Motion Peterson/Welch to approve the Committee Assignments for 2017. Motion carried, all in favor.

CONSENT ITEMS

1. Approval of Minutes – Regular Meeting – 12/12/16

Recommendation: That the minutes of the regular meeting of December 12, 2016 be approved.

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.

Recommendation: That the City Council accept Project No. 2015-01W, Water Main Improvements as complete and authorize the City Manager 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 Welch/Franklin to approve Consent items 1 and 2.

Councilmember Peterson inquired about the approval of accounts payable and payroll warrants because it has been five months since the Council has seen them.

Deputy City Manager gave an explanation about this item and said they are going to be caught up within the next two months.

Item opened for public comments; there were none. **Motion carried, all in favor.**

REPORTS OF OFFICERS

1. Receive and File Pre-Annexation and Development Agreement Review of Banning Bench Specific Plan.
(Staff Report – Ted Shove, Economic Development Manager)

Item opened for public comments; there were none.

Motion Welch/Franklin to receive and file Pre-Annexation and Development Agreement review of Banning Bench Specific Plan with Loma Linda University as property owner. Motion carried, all in favor.

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.
(Staff Report – Ted Shove, Economic Development Manager)

Item opened for public comments; there were none.

Motion Franklin/Peterson 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. Motion carried, all in favor.

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.
(Staff Report – Ted Shove, Economic Development Manager)

Item opened for public comments; there were none.

Motion Andrade/Franklin 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. Motion carried, all in favor.

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.
(Staff Report – Ted Shove, Economic Development Manager)

Mark and Lisa Quental commented on their project.

Item opened for public comments.

The following people spoke in favor or against or had some questions or concerns or general comments in regards to this item *(any written comments handed to the City Clerk will be attached as an exhibit to the minutes)*:

Jerry Westholder, resident
Gary Hironimus, resident
David Ellis, resident

Don Smith, resident

Mayor Moyer suggested that this be postponed two weeks and have staff to break down these fees by line item and even look at some kind of progress payment type thing and shortening the 30 months and Councilmember Franklin asked to look at some kind of security that these fees are going to be paid.

Motion Franklin to continue this item to the next City Council meeting of January 24, 2017 to see if anything can be worked out that would be in agreement with the comments that have been made already. Councilmember Welch seconded the motion based on the answering of the questions that have been raised by the Council in relation to making the funds, if there are any public money, more secure. Motion carried, with Councilmember Peterson voting no.

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.
(Staff Report – Art Vela, Director Public Works/City Engineer)

Item opened for public comments; there were none.

Motion Franklin/Welch 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. Motion carried, all in favor.

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.
(Staff Report – Art Vela, Director Public Works/City Engineer)

Item opened for public comments; there were none.

Motion Welch/Franklin 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. Motion carried, all in favor.

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

BANNING UTILITY AUTHORITY

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.
   (Staff Report – Art Vela, Public Works Director/City Engineer)

Item opened for public comments; there were none.

Motion Franklin/Peterson 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. Motion carried, all in favor.

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.
   (Staff Report – Art Vela, Public Works Director/City Engineer)

Item opened for public comments; there were none.

Motion Peterson/Franklin 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. Motion carried, all in favor.

BANNING FINANCING AUTHORITIY (BFA) - no meeting.

ADJOURNED the scheduled meeting and RECONVENED the regular City Council Meeting.

ITEMS FOR FUTURE AGENDAS

New items –

Councilmember Franklin said she would like to see if the Council is in concurrence that the Council plan a scheduled workshop to talk about the Council's goals which were set last year. It would be good to go over them and maybe try to refine them a little.

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.

ADJOURNMENT

Mayor Moyer asked for a moment of silence in memory of Fourth District Riverside County Supervisor John Benoit.

By common consent the meeting adjourned at 8:30 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.

ATTACHMENT 3

SUBCHAPTER B. RECORD OF OPEN MEETING

Sec. 551.021. MINUTES OR RECORDING OF OPEN MEETING REQUIRED. (a) A governmental body shall prepare and keep minutes or make a recording of each open meeting of the body.

(b) The minutes must:

(1) state the subject of each deliberation; and

(2) indicate each vote, order, decision, or other action taken.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.
Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 87 (S.B. 471), Sec. 2, eff. May 18, 2013.

Acts 2013, 83rd Leg., R.S., Ch. 87 (S.B. 471), Sec. 3, eff. May 18, 2013.

Sec. 551.022. MINUTES AND RECORDINGS OF OPEN MEETING: PUBLIC RECORD. The minutes and recordings of an open meeting are public records and shall be available for public inspection and copying on request to the governmental body's chief administrative officer or the officer's designee.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.
Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 87 (S.B. 471), Sec. 4, eff. May 18, 2013.

Sec. 551.023. RECORDING OF MEETING BY PERSON IN ATTENDANCE. (a) A person in attendance may record all or any part of an open meeting of a governmental body by means of a recorder, video camera, or other means of aural or visual reproduction.

(b) A governmental body may adopt reasonable rules to maintain order at a meeting, including rules relating to:

(1) the location of recording equipment; and

(2) the manner in which the recording is conducted.

(c) A rule adopted under Subsection (b) may not prevent or unreasonably impair a person from exercising a right granted under Subsection (a).

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.
Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 87 (S.B. 471), Sec. 5, eff. May 18, 2013.

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CITY OF BANNING
CITY COUNCIL REPORT

TO: **CITY COUNCIL**

FROM: **Michael Rock, City Manager**

PREPARED BY: **Alejandro Diaz, Chief of Police; Robert Fisher, Admin Sergeant**

MEETING DATE: **February 14, 2017**

SUBJECT: **Discuss and consider directing staff to return for a first reading of an ordinance regarding Recreational Vehicles, Recreational Trailers, and Utility Trailer Parking.**

RECOMMENDATION:

Staff recommends Council review and provide staff direction in regard to bringing forth the proposed ordinance at a future City Council Meeting for a first reading.

JUSTIFICATION:

The intent of the proposed ordinance is to regulate parking or storage of recreational vehicles, recreational trailers, and utility trailers. The current ordinance allows parking of said vehicles on City streets for a period not to exceed 72 hours. However, this resets when a vehicle is moved before the 72-hour time frame.

Staff proposes this new Ordinance limiting parking of recreational vehicles, recreational trailers, and utility trailers in the public right of way, to 4 hours. The proposed resolution will help mitigate complaints regarding recreational vehicles, recreational trailers, and utility trailers that are parked on residential streets.

BACKGROUND:

The Police Department has received complaints regarding recreational vehicles, recreational trailers, and utility trailers that are parked on residential streets. While a recreational vehicle can be stored on a single family lot, it may not be parked on dirt. As a practical matter, given the size of lots in Banning, most recreational vehicles, recreational trailers, and utility trailers can be stored on most residential properties.

FISCAL IMPACT:

None

OPTIONS:

1. Approve proposed ordinance.
2. Reject proposed ordinance.
3. Make changes to proposed ordinance and approve.

STRATEGIC PLAN OBJECTIVE:

This request supports the City's strategic goal related to "Public Health and Safety".

ATTACHMENTS:

1. Attachment 1, proposed Ordinance
2. Attachment 2, Power Point presentation

Approved by:

Michael Rock
City Manager

Attachment 1

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BANNING ADDING SECTION 10.12.190 (RECREATIONAL VEHICLES, RECREATIONAL TRAILERS AND UNTILITY TRAILERS) TO CHAPTER 10 (PARKING REGULATONS) OF TITLE 10 (VEHICLES AND TRAFFIC), PROHIBITING THE PARKING OF RECEATIONAL VEHICLES, RECREATIONAL TRAILERS AND UTILITY TRAILERS ON THE PUBLIC RIGHT-OF-WAY LONGER THAN FOUR (4) HOURS

WHEREAS, the City of Banning has seen an increase in complaints regarding the parking and/or storage of recreational vehicles, recreational trailers and utility trailers in residential and commercial areas throughout the City; and

WHEREAS, safety issues, such as sight distance from driveways and intersections, result when such vehicles are parked on public streets or right-of-ways in the city; and

WHEREAS, the parking and/or storage of recreational vehicles and trailers cause visual blight in the City.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Section 10.12.190 (RECREATIONAL VEHICLES, RECREATIONAL TRAILERS AND UTILITY TRAILERS) is hereby added to Chapter 10.12 (PARKING REGULATIONS) of Title 10 (VEHICLES AND TRAFFIC) of the Banning Municipal Code as follows:

Section 10.12.190 Recreational Vehicles, Recreational Trailers and Utility Trailer

A. No person shall park or leave standing any Recreational Vehicle, Recreational Trailer, Utility Trailer or vehicle dolly regardless of length or width, upon any public street or highway in the City for a period of time exceeding four (4) hours.
B. No person shall place electrical cords, extension cords, hoses, cables or other items across, above or on the parkway or sideway from a residential or commercial property to a Recreational Vehicle, Recreational Trailer or Utility Trailer parked on a public street.
C. The following definitions will govern the construction of the words and phrases used in this section:

    1. "Recreational Vehicle" shall have the meaning set forth in the California Health and Safety Code Section 18010, and shall include house cars as defined by California Vehicle Code 362 and attached trailers.

2. "Trailer" shall mean a trailer, semitrailer, camp trailer, (including tent trailers), un-mounted camper, trailer bus, trailer coach, utility trailer, vehicle dolly or flat trailer as defined in Sections 242, 243, 550, 630, 635 and 636 of the California Vehicle Code, or fifth-wheel travel trailer, as defined in Section 324 of the California Vehicle Code.

3. Successive acts of parking within a one half (1/2) of a mile area shall be presumed to be a single act of parking for purposes of this ordinance.

D. Any person who violates any provision of this section is guilty of an infraction and will be subject to a parking citation, towing or both.

E. The time limitations on standing or parking in this section will not relieve any person from the duty to observe other and more restrictive provisions of the California Vehicle Code or the Banning Municipal Code prohibiting or limiting the standing or parking of vehicles in specified places or at specified times.

SECTION 2. If any section, subsection, clause or phase or portion of this code is for any reason to invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of all other provisions of this ordinance.

The Mayor and City Council hereby declare that it would have passed the ordinance codified in this chapter; and each section, subsection, sentence, clause and phrase or portion thereof, irrespective of the fact that any one or more of the sections, subsections, sentences, clauses, or phrases or portions thereof be declared invalid or unconstitutional.

SECTION 3. SEVERABILITY

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

SECTION 4. PUBLICATION, EFFECTIVE DATE

The City Clerk shall certify to the passage and adoption of this ordinance, and shall make a minute of the passage and adoption thereof in the records of and the proceedings of the City Council at which time the same is passed and adopted. This ordinance shall be in full force and effect thirty (30) days after its final passage and adoption, and within fifteen (15) calendar days after its final passage, the City Clerk shall cause a summary of this Ordinance to be published in a newspaper of general circulation and shall post the same at City Hall, 99 E. Ramsey Street, Banning, California. The City Clerk shall cause the Ordinance to be printed, published, and circulated in the City and a copy of this Ordinance and its certification, together with proof of publication, to be entered in the Book of Ordinances of the City.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2017.

_____
George Moyer, Mayor
City of Banning

ATTEST:

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

APPROVED AS TO FORM AND LEGAL CONTENT:

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

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that Ordinance No. _____ was duly introduced at a regular meeting of the City Council of the City of Banning, held on the _____ day of _____, 2017, and was duly adopted at a regular meeting of said City Council on the _____ day of _____, 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

Parking Enforcement; Recreational Vehicles, Recreational Trailers, Utility Trailers

Presented by:
Alejandro Diaz
Chief of Police

The goals are to: (1) Identify parking issues, concerns, and needs



(2) Identify implementation strategies to address the stated issues, concerns, and needs.



It is permissible to park a recreational vehicle, recreational trailer, or a utility trailer on City streets, for a time not to exceed 72 hours



The vehicle could be marked and tagged for 72 hours, which normally causes the owner to move their vehicle, restarting the 72 hour time period



Some vehicles are registered in other cities and parked on city streets in Banning



The Police Department has received numerous complaints regarding recreational vehicles, recreational trailers, and utility trailers that are parked on residential streets



While a recreational vehicle can be stored on a single family lot, it may not be parked on dirt



Problems with RV and trailer parking include:
expired registration.



Reduced visibility to oncoming traffic



Weeds and other debris collect around vehicles which have been parked for an extended period of time



Trailers normally do not have a parking brake and are secured with bricks or rocks



Some residents have complained of the lack of parking in their neighborhoods



Some residents have also complained about animal trailers and the odor which accompany them



Citizens oftentimes consider a trailer as blight in their neighborhood



Lastly, this ordinance will prohibit extension cords from being extended across city sidewalks.



In conclusion

This ordinance will:

- Reduce blight
- Reduce view obstruction
  - Maintain a balance between providing an adequate supply of parking to serve new growth.
  - Prevent vegetation from growing in the streets.
  - Prevent debris from collecting under vehicles.

CITY OF BANNING
CITY COUNCIL REPORT

TO: **CITY COUNCIL**

FROM: **Michael Rock, City Manager**

PREPARED BY: **Brian Guillot, Community Development Director**
Sandra Calderon, Development Project Coordinator

MEETING DATE: **February 14, 2017**

SUBJECT: **Discuss and Consider Approving Amendment #6 to Agreement for Contractual Services between the City of Banning and Romo Planning Group.**

RECOMMENDATION:

That City Council Adopt Resolution 2017-21:

1. Approve Amendment #6 to Agreement for Contractual Services for Temporary Planning Services through June 30, 2017;and

2. Authorize the City Manager to execute the Sixth Amendment with Romo Planning Group on the form that is approved by the Interim City Attorney; and

3. Authorize the Administrative Services Director to make the necessary budget adjustments and appropriations for FY 2017.

JUSTIFICATION:

The City of Banning has contracted with Romo Planning Group, for planning services. Presently, the City is experiencing a critical need for planning staff, as the Community Development Director is retiring February 23, 2017. In order to continue planning services for the public, it is necessary to amend the agreement to provide a temporary contract planner.

BACKGROUND:

Due to an upcoming vacancy in staffing within the Community Development Department and increased work load, the City sent an informal request for proposals for a temporary contract planner to two consultants that are currently under contract with the City.

Requests for proposals were sent to Romo Planning Group and Charles Abbott Associates. Staff recommends the contract be awarded to Romo Planning Group as one of the proposed personnel of the Consultant has previously worked in the City's Planning Department and is already familiar with the City's policies and procedures (Attachment 2).

FISCAL IMPACT:

This amendment to the consultant services agreement will be funded through salary savings. The total compensation for the services shall not exceed $48,500 for FY 2017.

OPTIONS:

1. Approve Amendment #6 to Agreement for Contractual Services with Romo Planning Group.

2. Reject Amendment #6 to Agreement for Contractual Services with Romo Planning Group and provide staff with alternative direction.

ATTACHMENTS:

1. Resolution 2017-21
2. Planning Services Proposals
3. Resolutions and existing contract amendments #1-5.

Approved by:

Michael Rock
City Manager

ATTACHMENT 1

Resolution 2017-21

RESOLUTION 2017-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE SIXTH AMENDMENT TO THE CONTRACT SERVICES AGREEMENT BETWEEN THE CITY OF BANNING AND ROMO PLANNING GROUP, INC.

WHEREAS, the City Manager is responsible to perform and carry out the management duties and functions of the City; and

WHEREAS, due to an upcoming vacancy within the Department and increased work load there is a critical need for a Temporary Planner at this time; and

WHEREAS, the City currently contracts with Romo Planning Group for professional project management services for the Rancho San Gorgonio Specific Plan processing and temporary planner services; and

WHEREAS, Article 1.10 of the agreement makes provision for additional services should the City require additional professional services.

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

SECTION 1. The Council approves Amendment #6 to the Contract Services Agreement with Romo Planning Group, Inc. for additional funding in an amount not to exceed $48,500.

SECTION 2. The Administrative Services Director is authorized to make the necessary budget adjustments and appropriations for FY 2017.

SECTION 3. The City Manager is authorized to execute the contract amendment with Romo Planning Group, Inc. in a form approved by the Interim City Attorney.

PASSED, APPROVED AND ADOPTED this 14th day of February, 2017.

_____

George Moyer, Mayor
City of Banning

APPROVED AS TO FORM
AND LEGAL CONTENT:

_____
John C. Cotti, Interim City Attorney
Jenkins & Hogin, LLC

ATTEST:

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

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2017-21 was duly adopted by the City Council of the City of Banning at a regular meeting thereof held on the 14th day of February, 2017.

AYES:

NOES:

ABSENT:

ABSTAIN:

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

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ATTACHMENT 2

Planning Services Proposals

Sandra Calderon

From: Gus Romo <rpg.inc@earthlink.net>
Sent: Wednesday, January 11, 2017 12:28 AM
To: Sandra Calderon
Subject: Re: Request for Proposal
Attachments: RPG Resume - Erick Saavedra (Jan 2017).pdf; RPG Resume - Yvonne Franco (Jan 2017).pdf

Hi Sandra,

Here are the resumes for RPG's two proposed candidates. My recommendation is Yvonne. Although her rate is higher, I will provide a discounted rate for her at $75/hour to make it work. Erick would be at $65 but I think you would get so much more experience and efficiency with Yvonne. Please feel free to call me to discuss further.

Thank you,

-----Original Message-----
From: Gus Romo
Sent: Jan 5, 2017 2:31 PM
To: scalderon@ci.banning.ca.us
Subject: Re: Request for Proposal

Hi Sandra,

I would love to assist. I have two candidate to propose. One you already know - Yvonne Franco. She is currently assigned to the County of San Bernardino but has 2 days available. I have another potential candidate who could be at a better rate. I'll have both resumes and rates to you by Monday at the latest.

Thank you for thinking of us. Happy New Year!

-----Original Message-----
From: scalderon@ci.banning.ca.us
Sent: Jan 4, 2017 12:00 PM
To: rpg.inc@earthlink.net
Subject: Request for Proposal

Good afternoon Gus,
The City is looking for an Assistant Planner to provide services for two (2) days a week for a period of at least six (6) months.

Please provide us with the following:

- Resumes of potential candidates
- Hourly rate

Thank you,

Sandra Calderon
Development Project Coordinator
Community Development
City of Banning
99 E. Ramsey St.

RPG Romo Planning Group, Inc./ A California Corporation

YVONNE FRANCO
SENIOR PLANNER

PROFILE

Ms. Franco has over 12 years of government and private sector experience. She is skilled in report writing, research and analysis, and prioritizing workloads to meet deadlines and respond to internal and external inquiries with tact, diplomacy and efficiency. She is a critical thinker known for her work ethic and ability to deal effectively with the public. She is also fluent in Spanish.

EDUCATION

B.A. Geography-Natural Resources & Environmental Geography — San Diego State University
Certificate - Land Use and Environmental Planning — UC Riverside Extension

PROFESSIONAL WORK EXPERIENCE

Senior Planner
RPG, Inc.

County of San Bernardino, CA — Oct. 2016 - Present

- Serving as Associate Planner for the County of San Bernardino 20-25 hrs per week; assists with daily Planning Division functions and project management, including report writing, presentations to Planning Commission, and all functions related to the Planning Division; reports to the Principal Planner.

Banning, CA — 2014 – Oct. 2016

- Served as Associate Planner for the City of Banning in the absence of permanent City staff 30-40 hrs per week; assisted with daily Planning Division functions, including project management, report writing and presentation, public counter assistance, consultant overview, and all functions related to the Planning Division; reported to the Community Development Director.

Project Planner
The Altum Group — Palm Desert, CA — 2013 – 2015

- Assisted with the preparation of Environmental Impact Reports, Initial Studies, Preliminary Environmental Statements (related to NEPA for public works related projects) and contract planning for projects within the Coachella Valley and Inland Empire areas. Has worked on environmental reports related to commercial related specific plans, expansion of compost facilities, street improvements, residential developments, and industrial land uses.

Assistant Planner / Interim Management Assistant / Interim Deputy City Clerk
City of La Quinta — La Quinta, CA — 2006 – 2013

Key Contribution: Researched and assisted in the creation of a new ordinance for short-term rental property standards, facilitating the reporting of Transient Occupancy Taxes for an estimated 700 homes. Designed and created applications, forms and a brochure for program registration and reporting purposes. RESULT: New program produced revenue for the city with an enforced 10% transient occupancy tax.

- Performed plan checking and landscape inspections. Processed sign applications, temporary use permits, conditional use permits and site development permits. Created PowerPoint presentations for presentation to the Planning Commission and Architecture and Landscape Committee.
- Processed Temporary Use Permits, Sign Application/Programs, Parcel Maps, Design Review applications. Presented staff report to Architectural and Landscape Review Committee, Planning Commission, and Director's Hearings.
- Tracked all Public Records requests and maintained the Planning Guide for future City Council Meetings. Compiled the City Council Agenda, drafted the agenda for City Council meetings and kept track of subpoenas to appear.
- Developed the start-up of the short-term vacation program. Drafted the ordinance, created all applications and forms for the program. Produced website information, wrote the staff report, and met with the Code Compliance Division and the Finance Department.
- Maintained list of all housing authority/city/successor agency properties. Assisted the Economic Development and Housing Manager with research, prepared staff reports for the City Council and Housing Commission and PowerPoint presentations.

Assistant Planner
City of Indio Indio, CA 2006 – 2006

Key Contribution: Developed a spreadsheet to track incoming and outgoing plans for residential projects, facilitating the plan check process and providing a streamlined system for increased efficiency. RESULT: The new tracking system expedited the plan checking process with improved turn around on deadlines.

- Checked all residential and landscape related plans, processing design review permit and conditional use permits, presented staff reports and PowerPoint presentation to the Planning Commissions. Conducted all final landscape inspections for new home prior to building final.
- Answered public inquiries over the counter/phone related to zoning and planning.

Planning Technician
City of Indian Wells Indian Wells, CA 2004 – 2006

Key Contribution: Researched to uncover regulations in low density residential areas for gated communities to increase efficiency. Created maps for each community with specific development standards and identified the differences for inquiring residents, architects and builders. RESULT: The department was able to provide accurate information quickly and substantially reduced the research time for approvals.

- Plan checking, creating maps, conducted landscaping final inspections, assisted the public with planning/zoning related inquiries over the phone and counter.

ADDITIONAL EXPERIENCE

Planning Commissioner - City of Coachella
Intern/Volunteer - National Parks Service, Cabrillo National Monument - Assisted in collecting and dating species in herpetology survey/study and created new trails.

REFERENCES

References and writing samples available upon request

RPG Romo Planning Group, Inc./ A California Corporation

ERICK SAAVEDRA
PLANNING TECHNICIAN

PROFILE

Mr. Saavedra is a recent graduate of Cal Poly Pomona University in the field of Urban and Regional Planning. He has been working as a Project Manager for a construction company since 2012 while interning with RPG, ESR Designs, and Quality Material Handling in an effort to gain both public and private sector experience. He is a very personable individual that adapts quickly to new environments. Through his internships, he has become familiar with the steps necessary to obtain land use entitlement approvals. He is capable of conducting preliminary review of plans to ensure compliance with zoning and general land use designations and can relate city planning and building terms to non-English speakers in a very efficient manner.

EDUCATION

Bachelor of Science, Urban & Regional Planning, California State Polytechnic University, Pomona, CA
Architecture Studies, Citrus College, Glendora CA

WORK EXPERIENCE

Planning Technician, RPG, Inc., 9/16 - Present
Currently assigned to the Cities of Commerce and Adelanto to assist with public counter and minor permit processing, phone calls, project filing and administrative follow-up, GIS services, and other functions pertaining to the Planning departments.

Project Manager, Hernandez Construction, 02/12 - Present
In charge of processing land use entitlement applications and building plan check through certificate of occupancy or final building permit sign-off; understands importance of timelines/construction schedules to ensure project success; gathers and evaluates all skilled labor bids.

Design Intern, ESR Designs, 12/13 - Present
Designs and prepares plans using computer-aided design and drafting (CAD) software; prepares multiple versions of designs for review by engineers and architects; works under the supervision of engineers and/or architects to create rough sketches for residential projects and prepares plan submittals.

Administrative Intern, Quality Material Handling, Inc., 11/15 - Present
Prepares project cost estimates; creates warehouse layouts to meet ADA and building code requirements; coordinates and submits plans for building, planning and fire department review.

Planning Intern, RPG, Inc., 03/16 - Present
Learning the processes involved with public sector planning and understanding the internal issues often encountered among planning, economic development, building and engineering departments.

SPECIAL SKILLS

Bilingual in Spanish and English; Fluent in Speaking and Writing
Proficient in Microsoft Office and Adobe Applications
Proficient in Advance AutoCAD
Proficient in ESRI GIS

PROFFESIONAL ASSOCIATIONS

08/15 - Present	College of Environmental Design Council Member
08/13 - Present	Active Member of American Planning Student Association
08/13 - Present	Active Member of American Planning Association

REFERENCES

Available upon request

CAA CHARLES ABBOTT ASSOCIATES, INC.

January 16, 2017

Brian Guillot
Community Development Director
City of Banning
99 E Ramsey Street
Banning, CA 92220

JAN 1 3 2017

SUBJECT: PLANNING SERVICES PROPOSAL

Dear Mr. Guillot:

Charles Abbott Associates, Inc. (CAA) is pleased to present this letter proposal to provide planning services for the City of Banning. The proposed services would be performed under the supervision of the Community Development Director, and would provide zoning, development and land use permit review, processing and approval in accordance with the City's Municipal Code, procedures and policies. These services would include the following:

- Receive and process land use applications, plan and map check, environmental clearances, business licenses, and onsite inspections;
- Assist the City in the management of developer deposit accounts and determination of fee calculations;
- Assist in the preparation of necessary environmental documents as required to comply with state and federal law;
- Prepare reports regarding land use, zoning, urban design, population trends and housing needs;
- Attend meetings, including the City Council, Planning Commission and Committee meetings, as requested by the City;
- Provide information and assistance to developers, engineers, contractors, businesses and property owners;
- Other services as directed by the Community Development Director.

CAA is proposing Mr. Mark de Manincor, Associate Planner, to provide the services as detailed above. Mr. de Manincor is experienced in all aspects of planning and community development, and has most recently served as the Planning Manager for the City of Adelanto (a copy of his

Charles Abbott Associates, Inc.
27401 Los Altos, Suite 220
Mission Viejo, CA 92691
(866) 530-4980

resume is attached for your reference). Mr. de Manicor would be available to work at the City on an on-call basis. However, our understanding is that the City is initially requesting services for an average of 2 days per week.

Although the City is requesting the services of an Assistant Planner, CAA is proposing an individual with more experience and qualifications due to our current commitments at other cities. The billing rate for Associate Planner is $85/hour for City funded projects, and $95/hour for development funded projects (such as specific plans and major development projects where development deposits are required). The billing rate includes all normal and customary direct and indirect expenses associated with the services.

It has been a pleasure in being of service to the City of Banning by providing building and safety services, and we look forward to expanding these services to planning and community development. If you have any questions regarding this matter, please do not hesitate to contact me at (909) 499-4190.

Sincerely,

Jim Barrett, CBO
Project Manager
Charles Abbott Associates, Inc.

MARK de MANINCOR

TWELVE YEARS IN LOCAL MUNICIPAL GOVERNMENT

PROFESSIONAL EXPERIENCE

- 2005 – 2017 City of Adelanto, CA
  - Planning Manager, 2016 – 2017. Prepared and presented staff reports to the City Council and Planning Commission. Budgeted annual department revenues and expenditures. Directed, assisted and advised contract Planners. Represented the City with outside local, state and federal agencies. Worked with and advised the City Manager, Engineering, Building and Safety, Public Works and Code Compliance/Animal Control.

  - Senior Planner, 2012 – 2016. Performed all aspects of Planning, including preparing, submitting and gaining certification of the City of Adelanto Housing Element for the 2013 – 2021 planning period.

  - Associate Planner, 2009 – 2012. Performed most aspects of Planning under the direction of the Community Development Director.

  - Assistant Planner, 2006 - 2009, Prepared and presented staff reports, Initial Studies and other documents. Worked the counter and phones.

  - Planning Intern, 2005 – 2006, Worked the counter and phones. Reviewed plans and reports. Researched and filed.

MEMBERSHIPS

Honorably Discharged, Retired, Military Veteran

Life time member of Disabled American Veterans (DAV)

Member of American Planning Association (APA) 2010 – 2016

EDUCATION

California State University, San Bernardino – Bachelor Degree, Business Administration 2006

INTERESTS AND ACTIVITIES

Traveling, backpacking, family activities, working around the house

ATTACHMENT 3

Resolutions and existing contract amendments #1-5.

RESOLUTION NO. 2013-88

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA APPROVING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT TO THE ROMO PLANNING GROUP, INC. FOR RANCHO SAN GORGONIO PROJECT MANAGER SERVICES

WHEREAS, the City of Banning received a development application from Rancho San Gorgonio, LLC. for the development of a master plan community called, "Rancho San Gorgonio (RSG)"; and

WHEREAS, the RSG development is proposed on an 849 acre property which is located on the south side of Westward Avenue between Sunset Avenue and San Gorgonio Avenue/Highway 243; and

WHEREAS, due to lack of staffing to manage and oversee a large development project including the preparation of the environmental impact report and to process the entitlement of the above-mentioned project, the City Management staff determined that it is best to hire a contract planner to be a Project Manager to manage the project; and

WHEREAS, on June 6, 2013, staff released the Request for Proposal (RFP) for a Project Manager with responses due on July 18, 2013; and

WHEREAS, the City received four responses from the following consultants: Duane Morita Planning and Environmental; P3 Services; PZL, Inc. and The Romo Planning Group, Inc.; and

WHEREAS, interviews with the consultants were held on August 27, 2013 and based on selection criteria including experience, qualifications, references, approach and understanding, schedule and costs, The Romo Planning Group, Inc. was determined to be the most qualified responsive proposer; and

WHEREAS, the scope of work outlines the Project Manager's responsibility for managing the entitlements of the project and carrying it through the public hearing process and overseeing the preparation of the Specific Plan and consultants who will prepare the environmental impact report (EIR) and making sure that the EIR complies with the various timelines and review process in accordance with CEQA Guidelines including filing of the various notices with the State and the County; and

WHEREAS, professional services provided by The Romo Planning Group, Inc. in regard to the abovementioned services will be funded by Rancho San Gorgonio, LLC in the amount of $60,480.00.

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2013-88 was duly introduced and adopted at a regular meeting of the City Council of the City of Banning, held on the 14th day of January, 2014, by the following vote, to wit:

AYES: Councilmembers Miller, Peterson, Welch, Westholder, Mayor Franklin

NOES: None

ABSENT: None

ABSTAIN: None

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

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RESOLUTION NO. 2014-73

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AMENDING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF BANNING AND ROMO PLANNING GROUP, INC. FOR ADDITIONAL PLANNING SERVICES

WHEREAS, Planning Division of the Community Development Department processes entitlement applications and permits, provides current and advanced planning services, and provides other related services to the public; and

WHEREAS, due to staff vacancies within the Department there is a critical need for planning services at this time; and

WHEREAS, the City currently contracts with Romo Planning Group for professional project management services for the Rancho San Gorgonio Specific Plan processing; and

WHEREAS, Article 1.10 of the agreement makes provision for additional services should the City require additional professional services.

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

SECTION 1. The First Amendment to the Contract Services Agreement with Romo Planning Group, Inc. for additional planning services is hereby approved (Attachment A).

SECTION 2. The Administrative Services Director is authorized to make the necessary budget adjustments and appropriations, if needed, to implement the contract for FY 2015.

SECTION 3. The City Manager is authorized to execute the contract amendment with Romo Planning Group, Inc. in a form approved by the City Attorney.

PASSED, APPROVED AND ADOPTED this 12th day of November, 2014.

Deborah Franklin, Mayor
City of Banning

ATTEST:

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

APPROVED AS TO FORM AND LEGAL CONTENT:

Lona N. Laymon, Assistant City Attorney
Aleshire and Wynder, LLP.

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2014-73 was duly adopted by the City Council of the City of Banning at a special meeting thereof held on the 12th day of November, 2014, by the following vote, to wit:

AYES:	Councilmembers Miller, Peterson, Welch, Westholder, Mayor Franklin
NOES:	None
ABSENT:	None
ABSTAIN:	None

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

RESOLUTION NO. 2015-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AMENDING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF BANNING AND ROMO PLANNING GROUP, INC. FOR ADDITIONAL SENIOR MANAGEMENT ANALYST SERVICES

WHEREAS, the City Manager is responsible to perform and carry out the management duties and functions of the City; and

WHEREAS, due to staff vacancies within the Department there is a critical need for Senior Management Analyst services at this time; and

WHEREAS, the City currently contracts with Romo Planning Group for professional project management services for the Rancho San Gorgonio Specific Plan processing and associate planner services; and

WHEREAS, Article 1.10 of the agreement makes provision for additional services should the City require additional professional services.

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

SECTION 1. The Second Amendment to the Contract Services Agreement with Romo Planning Group, Inc. for additional Senior Management Analyst services is hereby approved (Attachment A).

SECTION 2. The Administrative Services Director is authorized to make the necessary budget adjustments and appropriations, if needed, to implement the contract for FY 2015.

SECTION 3. The City Manager is authorized to execute the contract amendment with Romo Planning Group, Inc. in a form approved by the City Attorney.

PASSED, APPROVED AND ADOPTED this 24th day of March, 2015.

Deborah Franklin, Mayor
City of Banning

ATTEST:

Marie A. Calderon, City Clerk
City of Banning

APPROVED AS TO FORM
AND LEGAL CONTENT:

Lona N. Laymon, Assistant City Attorney
Aleshire and Wynder, LLP

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2015-16 was duly adopted by the City Council of the City of Banning at a regular meeting thereof held on the 24th day of March, 2015 by the following vote, to wit:

AYES:	Councilmembers Miller, Moyer, Peterson, Welch
NOES:	Mayor Franklin
ABSENT:	None
ABSTAIN:	None

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

RESOLUTION NO. 2015-59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE THIRD AMENDMENT TO THE CONTRACT SERVICES AGREEMENT BETWEEN CITY OF BANNING AND ROMO PLANNING GROUP, INC.

WHEREAS, on November 12, 2014, the City Council adopted Resolution No. 2014-73 approving the First Amendment to the existing Professional Services Agreement with the Romo Planning Group for Additional Planning Services; and

WHEREAS, due to staff vacancies within the Department there is a critical need for planning services at this time; and

WHEREAS, since November 19, 2014, Oliver Mujica has been serving as the Contract Planner under the existing Contract Services Agreement on behalf of the Romo Planning Group, Inc.

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

SECTION 1. The Council approves Amendment #3 to the Professional Services Agreement with Romo Plannig Group, Inc. for additional funding in the amount not to exceed $150,400.00 as attached hereto as Exhibit "A".

SECTION 2. The Interim City Manager is authorized to execute the Third Amendment to the Professional Services Agreement with Romo Planning Group, Inc. in a form approved by the City Attorney.

PASSED, APPROVED AND ADOPTED this 23rd day of June, 2015.

Deborah Franklin, Mayor
City of Banning

ATTEST:

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

APPROVED AS TO FORM AND LEGAL CONTENT:

Lona N. Laymon, Assistant City Attorney
Aleshire and Wynder, LLP.

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2015-49 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 23rd day of June, 2015, by the following vote, to wit:

AYES:	Councilmembers Miller, Peterson, Welch,
NOES:	Councilmember Moyer and Mayor Franklin
ABSTAIN:	None
ABSENT:	None

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

AMENDMENT #4 TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS AMENDMENT #4 TO THE AGREEMENT FOR CONTRACTUAL SERVICES ("Amendment") by and between the **CITY OF BANNING** ("City") and **Romo Planning Group, Inc.**, a California corporation ("Consultant") is effective as of the 24th day of June, 2016.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated October 9, 2013 ("Agreement") on whereby Consultant agreed to provided Consultant Services Related to Rancho San Gorgonio Project Manager, plus Amendment #1 to include additional compensation for Contractual Services dated November 13, 2014 on whereby Consultant agreed to provide Temporary Planning Services, plus Amendment #2 to include additional compensation for Contractual Services dated March 24, 2015 on whereby Consultant agreed to provide services for a Senior Management Analyst, plus Amendment #3 to include additional compensation for Contractual Services dated June 23, 2015 on whereby Consultant agreed to provide services for Temporary Planning Services.

B. City and Consultant now desire to amend the Agreement, plus Amendment #1, Amendment #2, and Amendment #3 to include additional compensation for additional services in the amount not to exceed, Twelve Thousand Dollars ($12,000) for additional Temporary Planning Services for a total contract amount not to exceed Three Hundred Twenty-Six Thousand Two Hundred Dollars ($326,200).

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein.

   (a) Scope of Services (Exhibit A-1): Exhibit "A" to the Agreement is hereby amended to include the additional services as provided in the attached Exhibit "A-1".

   (b) Compensation (Exhibit C-1): Exhibit "C" to the Agreement is hereby amended to include the additional compensation as provided in the attached Exhibit "C-1".

   (c) Schedule (Exhibit D-1): Exhibit "D" to the Agreement is hereby amended to include the additional services as provided in the attached 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 tie 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 not 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 Agreement on the date and year first-above written.

CITY:

CITY OF BANNING, a municipal corporation

Michael Rock, City Manager

ATTEST:

Marie Calderon, City Clerk

APPROVED AS TO FORM:

John C. Cotti, City Attorney

CONSULTANT:

Romo Planning Group, Inc.

By: _____
Name: Gustavo J. Romo
Title: President

By: _____
Name: Elizabeth Romo
Title: Secretary

Address: 9432 Haven Avenue, Ste. 232
Rancho Cucamonga, CA 91730

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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF BANNING, a municipal corporation

Michael Rock, City Manager

ATTEST:

Marie Calderon, City Clerk

APPROVED AS TO FORM:

JENKINS & HOGIN, LLP

John C. Cotti, Interim City Attorney

CONSULTANT:

Romo Planning Group, Inc.

By: _____
Name: Gustavo J. Romo
Title: President

By: _____
Name: Elizabeth Romo
Title: Secretary

Address: 8338 Garden St.
Alta Loma, CA 91701

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.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Los Angeles}

On June 29, 2016 before me, Claudia Carlos, Notary Public, personally appeared Gustavo J. Romo and Elizabeth Romo, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature _____

CLAUDIA CARLOS
Commission # 2113566
Notary Public - California
Los Angeles County
My Comm. Expires May 30, 2019

OPTIONAL INFORMATION

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. 4 to Contract Services Agreement

Document Date: June 24, 2016

Signer(s) Other Than Named Above: _____

EXHIBIT "A-1"

SCOPE OF SERVICES

I. Consultant will perform the following Services on an on-call basis:

A. RPG staff will serve in the capacity of an interim Associate Planner to assist the Community Development Director with all daily tasks necessary to assist staff with the general public, provide counter coverage, process minor and major land use entitlement projects, and perform all duties pertaining to the Associate Planner position as called out in the City of Banning Associate Planner job description (Job Code: 3020).

II. Consultant must perform all on-call Services in compliance with the following requirements:

A. Each task shall be indicated by a written request produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.

B. Consultant must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Task Project"); explain how the cost was determined; and a schedule for completion of the task ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal".

C. Contract Officer shall in writing approve, modify or reject the Task Proposal, and may issue a Notice to Proceed.

D. The task shall be performed at a cost not to exceeding the Task Budget.

E. Consultant shall complete the task and deliver all deliverables to Contract Officer by the Task Completion Date.

A. **In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status reports:** N/A

III. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

IV. Consultant will utilize the following personnel to accomplish the Services:

Yvonne Franco – to serve as the interim Associate Planner.

EXHIBIT "C-1"

SCHEDULE OF COMPENSATION

I. **Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.**

II. **City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include**

A. Line items for personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

III. **The total compensation for the Services shall not exceed $ 12,000, as provided in Recital B of this Agreement.**

IV. **The City will compensate Consultant for work performed at a rate of $80/hr.**

EXHIBIT "D-1"

SCHEDULE OF PERFORMANCE

I. **Consultant shall perform Services on an on-call basis as set forth in Exhibit A.**

II. **Consultant shall deliver the following tangible work products to the City by the following dates.**

The schedule of performance for additional work will be determined based on the need for specific items as necessary and requested by the Director of Community Development or his designee. Additional services shall be completed by June 30, 2017.

III. **The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

AMENDMENT NO. 5 TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS AMENDMENT NO. 5 TO THE AGREEMENT FOR CONTRACTUAL SERVICES ("Amendment") by and between the **CITY OF BANNING** ("CITY") and **ROMO PLANNING GROUP, INC.**, a California Corporation ("Consultant") is effective as of the 25th day of October, 2016.

RECITALS

A. CITY and Consultant entered into that certain Agreement for Contractual Services dated October 9, 2013 ("Agreement") whereby Consultant agreed to provide Services Related to Rancho San Gorgonio Project Manager, plus Amendment No. 1 to include additional compensation for Contractual Services dated November 13, 2014 on whereby Consultant agreed to provide Temporary Planning Services, plus Amendment No. 2 to include additional compensation for Contractual Services dated March 24, 2015 on whereby Consultant agreed to provide services for a Senior management Analyst, plus Amendment No. 3 to include additional compensation for Contractual Services dated June 23, 2015 on whereby consultant agreed to provide services for Temporary Planning Services, plus Amendment No. 4 to include additional compensation for Contractual Services dated June 24, 2016 on whereby consultant agreed to provide services for Temporary Planning Services.

B. CITY and Consultant now desire to amend the Agreement, plus Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No. 4 to adjust the contract redistribution of fees and the schedule of compensation related to the Rancho San Gorgonio Specific Plan Project Manager Services in the amount of Twelve Thousand Dollars ($12,000) for a total contract amount not to exceed Three Hundred Twenty-Six Thousand Two Hundred Dollars ($326,200).

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein:

   (a) Schedule of Compensation (Exhibit C-1): Exhibit "C", Section I. to the Agreement is hereby adjusted to redistribute fees.

2. **Continuing Effect of Agreement.** Except as amended by this Agreement, 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 Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** CITY and Contractor 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.

Contractor 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 Contractor that, as of the date of this Amendment, Contractor 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.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF BANNING

Michael Rock, City Manager

ATTEST:

Marie A. Calderon, City Clerk

APPROVED AS TO FORM:
JENKINS & HOGIN, LLC.

John C. Cotti, Interim City Attorney

CONTRACTOR:

By: _____
Name: Gustavo J. Romo
Title: President

By: _____
Name: Elizabeth Romo
Title: Secretary
Address: 9431 Haven Ave, Ste. 232
Rancho Cucamonga, CA 91730

NOTE: CONTRACTOR'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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

On _____, 2016 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ 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

see attached

01102.0001/261413.1

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT
(CALIFORNIA CIVIL CODE § 1189)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF San Bernardino)

On Dec 2, 2016 (*Date*) before me, Carol Brodsky-Papakalos, Notary Public (*Here Insert Name and Title of the Officer*)

personally appeared Gustavo Jeraldo Romo, Elizabeth Rosales Romo,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he/she~~/they executed the same in ~~his/her~~/their authorized capacity(ies), and that by ~~his/her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

CAROL BRODSKY-PAPAKALOS
Notary Public - California
San Bernardino County
Commission # 2162863
My Comm. Expires Aug 18, 2020

ADDITIONAL OPTIONAL INFORMATION

Description of Attached Document

Title or Type of Document: Amendment to Agreement Document Date: N/A

Number of Pages: 4 Signer(s) Other Than Named Above: N/A

Additional Information: N/A

revision date 01/01/2015

CITY OF BANNING
CITY COUNCIL REPORT

TO:	**CITY COUNCIL**
FROM:	**Michael Rock, City Manager**
PREPARED BY:	**Fred Mason, Electric Utility Director**
MEETING DATE:	**February 14, 2017**
SUBJECT:	**Discuss and Consider Resolution 2017-16, "Approving the Stranded Cost Recovery Rate Schedules SCRR & SCRR-A"**

RECOMMENDATION:

Adopt City Council Resolution 2017-16:

I. Approving the Stranded Cost Recovery Rate Schedules SCRR & SCRR-A, attached herewith as Exhibit "A".

II. Authorizing the Electric Utility Director, or his/her designee, to implement and administer said Rate Schedules.

JUSTIFICATION:

Approval of this resolution would ensure proper revenue recovery by the Banning Electric Utility (Utility), and eliminate cost shifts between customers due to stranded costs.

BACKGROUND:

In November of 2015, the City Council adopted Resolution 2015-100 which authorized Leidos Engineering, LLC (Leidos) to perform a Cost of Service Analysis (COSA) for the Utility. In October of 2016, the City Council amended the contract with Leidos and directed them to utilize the data they had collected during the COSA to develop a Stranded Cost Recovery Rate (SCRR) for the Utility. The resulting Rate Schedules are attached.

The impetus for developing the rate was the recent announcement by the Riverside County Board of Supervisors that it was exploring the possibility of establishing Community Choice Aggregation (CCA) throughout eligible areas of Riverside County. Publicly Owned Utilities (POU) are allowed to recover stranded costs, if a qualified customer chooses to receive electricity from a CCA. Qualified customers only include those that are not physically located within the Banning city limits, but are currently served by the Utility. The SCRR can only include specific cost components, must be defensible, and must be approved by the governing body of the POU. Therefore, the Council elected to have Leidos develop the SCRR to ensure that it conformed to the stated parameters.

The attached Rate Schedules include the calculation variables and sets forth the current rate based on fiscal year 2018 data. The current SCRR is $0.0363 per kWh and applies only to qualified Banning Electric Utility commercial customers that choose to be served by a CCA or other electricity provider. The stranded costs will be recovered from applicable customers over a ten (10) year period. The applicable rate will be recalculated each year to ensure that the appropriate costs are included and the Utility is not over or under collecting the related revenue.

In addition to the overall Generation and Transmission stranded cost recovery, the Utility will also calculate the dollar amount associated with any distribution facilities installed specifically for the departing customer, which were paid for by the Utility, and will recover the remaining non-depreciated cost over a ten (10) year period through a separate Fixed Distribution Charge.

FISCAL IMPACT:

The fiscal impact of this resolution should be minimal, since the intent of the SCRR is to keep the Utility whole, which would result in no loss of revenue or increase in revenue above what was initially projected for each fiscal year.

OPTIONS:

1. Adopt Resolution 2017-16 approving the Stranded Cost Recovery Rate Schedules, attached herewith as Exhibit "A".

2. Do not adopt Resolution 2017-16, which may result in loss of revenue to the Utility, if qualified commercial customers choose to receive service from a CCA or other electricity supplier.

ATTACHMENTS

Exhibit A: Rate Schedule SCRR & Schedule SCRR-A

Approved by:



Michael Rock
City Manager

RESOLUTION 2017-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE STRANDED COST RECOVERY RATE SCHEDULES SCRR & SCRR-A

WHEREAS, the City of Banning owns and operates its Municipal Electric Utility; and

WHEREAS, it is essential that the City of Banning ensure proper revenue recovery by the Electric Utility (Utility), and eliminate cost shifts between customers due to stranded costs; and

WHEREAS, the City of Banning adopted Resolution 2015-100 which authorized Leidos Engineering, LLC (Leidos) to perform a Cost of Service Analysis ("COSA") for the Utility; and

WHEREAS, the City of Banning adopted Resolution 2016-85 which amended the contract with Leidos and directed them to utilize the data they had collected during the COSA to develop a Stranded Cost Recovery Rate for the Utility; and

WHEREAS, the resulting Stranded Cost Recovery Rate Schedules SCRR & SCRR-A are attached herewith as Exhibit "A"; and

WHEREAS, the fiscal impact of this resolution should be minimal, since the intent of the Stranded Cost Recovery Rate is to keep the Utility whole, which would result in no loss of revenue or increase in revenue above what was initially projected for each fiscal year;

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

SECTION 1. Adopt Resolution 2017-16 approving the Stranded Cost Recovery Rate Schedules SCRR & SCRR-A, attached herewith as Exhibit "A".

SECTION 2. Authorize the Electric Utility Director, or his/her designee, to implement and administer said Rate Schedules.

PASSED, APPROVED AND ADOPTED this 14th day of February 2017.

_____

George Moyer, Mayor
City of Banning

ATTEST:

_____
Marie A. Calderon, City Clerk

APPROVED AS TO FORM
AND LEGAL CONTENT:

_____
John C. Cotti, Interim City Attorney
Jenkins & Hogin, LLC

Exhibit “A”

CITY OF BANNING
Electric Division

SCHEDULE SCRR

STRANDED COST RECOVERY RATE

APPLICABILITY

Applicable to qualified City of Banning Electric Utility commercial customers who have elected to be served by a Community Choice Aggregation (CCA) or other supplier. Stranded costs will be recovered over a period of ten (10) years.

RATES

Generation and Transmission Charge

GTsc = (Psc – Msc) * (1/(1-LF)), where

GTsc = Generation and Transmission Stranded Cost Recovery Rate ($/kWh)

Psc = City of Banning Portfolio Value ($/kWh)

Msc = Market Value ($/kWh)

LF = Loss Factor between delivered kWh and sales kWh

Current calculation: Psc = $0.0798 per kWh

Msc = $0.045 per kWh

LF = 4.0% = .04

GTsc = ($.0798 - $0.045) * (1/(1-.04))

SCRR = $0.0363 per kWh

Each December GTsc, Psc, Msc and LF will be calculated based on the current fiscal year's Portfolio Value, Market Value and Loss Factor in accordance with SCHEDULE SCRR-A and will become effective January 1 of the subsequent year.

Fixed Distribution Charge

In addition to the Generation and Transmission Charge, the City of Banning will calculate the dollar amount associated with any distribution facilities installed specifically for the departing customer, which were paid for by the Utility, and will recover the remaining non-depreciated cost over a ten (10) year period through a separate Fixed Distribution Charge.

CITY OF BANNING
Electric Division

SCHEDULE SCRR-A

STRANDED COST RECOVERY RATE CALCULATIONS

Fiscal Year 2018

Portfolio Value = Psc = $0.0798 per kWh

Resource	Cost	kWh	Cost / kWh
Palo Verde (nuclear)	$1,277,000	18,000,000	$0.0709
Puento Hills (landfill)	$4,300,000	53,000,000	$0.0811
Astoria 2 (solar)	$1,500,000	23,800,000	$0.0630
Hoover (hydro)	$55,000	1,500,000	$0.0367
Ormat (geothermal)	$1,900,000	24,000,000	$0.0792
Local Capacity	$420,000		
System Capacity	$150,000		
Total	$9,602,000	120,300,000	$0.0798

Market Value = Msc = $0.045 per kWh

LF = Loss Factor = 4.0% = .04

GTsc = (Psc – Msc) * (1/(1-LF))

= ($0.0798 - $0.045) * (1/(1-.04))

= $0.0363 per kWh

Effective February 14, 2017

CITY OF BANNING
CITY COUNCIL REPORT

TO: **CITY COUNCIL**

FROM: **Michael Rock, City Manager**

PREPARED BY: **Patty Nevins, Senior Planner**

MEETING DATE: **February 14, 2017**

SUBJECT: **Discuss and consider approval adopting Resolution 2017-07 General Plan Amendment No. 16-2501, an Addendum to the Butterfield Specific Plan Final Environmental Impact Report (SCH NO. 2007091149) and associated modifications to the Mitigation Monitoring and Reporting Program, and concurrence with the minor modifications to the Butterfield Specific Plan**

RECOMMENDATION:

1. Adopt an Addendum to the previously certified Final Environmental Impact Report (SCH No. 2007091149) for the Butterfield Specific Plan project, assessing the proposed General Plan Amendment and Minor Modifications, and adopt associated modifications to the Mitigation Monitoring and Reporting Program.

2. Approve Resolution 2017-07 adopting General Plan Amendment (GPA) No. 16-2501 to reflect the removal of the proposed extension of Highland Home Road to Brookside Avenue and Cherry Valley Boulevard from the General Plan Circulation Element, pursuant to the Settlement Agreement and provide concurrence with staff approval of proposed minor modifications to the Butterfield Specific Plan.

COMMITTEE RECOMMENDATION:

This project was considered at the January 4, 2017 Planning Commission meeting and at the January 25, 2017 Planning Commission Special meeting. At the January 25th meeting, the Planning Commission voted 5-0 to recommend approval of the project to the City Council.

JUSTIFICATION:

The applicant, Pardee homes, is requesting approval of a General Plan Amendment and minor modifications to the Butterfield Specific Plan.

Please note: The City Council must act on the addendum to the final environmental impact report prior to approval of the General Plan Amendment and concurrence with approval of Minor Modifications to the Butterfield Specific Plan. This is necessary as the Community Development Director may only approve the minor modifications to the project with the concurrence of the Planning Commission and City Council as the addendum to the final environmental impact report supports the findings for that approval.

On March 27, 2012, the Banning City Council considered and approved the Butterfield Specific Plan and associated Environmental Impact Report, along with a Development Agreement, and related entitlements. Subsequently in April and June 2012, certain parties filed a legal challenge to the City's actions on the Butterfield Specific Plan, pursuant to issues regarding compliance with the California Environmental Quality Act (CEQA). After negotiations, the parties agreed to a settlement agreement in the later part of 2014. On December 9, 2014, the Banning City Council approved the Settlement Agreement as signed by all parties, and the County Superior Court approved the Settlement Agreement on February 9, 2015.

Additional background information is provided in the Planning Commission staff report (Attachment 6).

PROJECT PROPOSAL / ANALYSIS:

The General Plan Circulation Element Amendment and Butterfield Specific Plan Minor Modifications ("Project") proposes to modify the Butterfield Specific Plan to reflect the following provisions, pursuant to the settlement agreement and additional minor modifications, as follows:

- General Plan Amendment (subject to Planning Commission recommendation and City Council approval required) amending the General Plan Circulation Element to remove the proposed extension of Highland Homes Road to Brookside Avenue and Cherry Valley Boulevard;

- Minor Modifications (Community Development Director approval required, Planning Commission and City Council concurrence requested) to include:

- Reservation of Planning Areas (PAs) 60 and 61 as open space rather than the development of 412 dwelling units.
- Granting a revocable license for hiking, walking, and non-motorized bicycle use and the transport of equipment to the eastern portion of the site.

- Elimination of the proposed golf course in PA 35 and PA 39, and replacement of the golf course with a central open space recreational area to include parks and open space uses.
- Reduction in the number of residential units from 5,387 dwelling units to 4,862 dwelling units.
- Removal of PA 43B in the northwest corner of the Specific Plan area that was outside current Banning city limits and outside of Pardee Homes property ownership, thereby reducing the Specific Plan area from 1,543 acres to 1,528 acres.

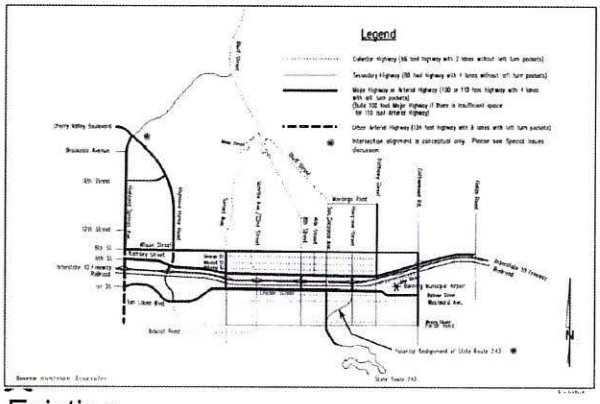
Project Location

The Project site is approximately 1,528 acres and is located in the northwestern corner of the City of Banning; see Figure 1. The site is generally bounded by Wilson Street to the south, Highland Springs Avenue to the west, Riverside County unincorporated land to the north and northeast, and portions of Highland Home Road to the east. The Project site is currently designated Specific Plan in the City's General Plan, which includes land use designations of Very Low Density Residential, Medium Density Residential, High Density Residential, Commercial, Active Recreation, and Passive Open Space-Parks.

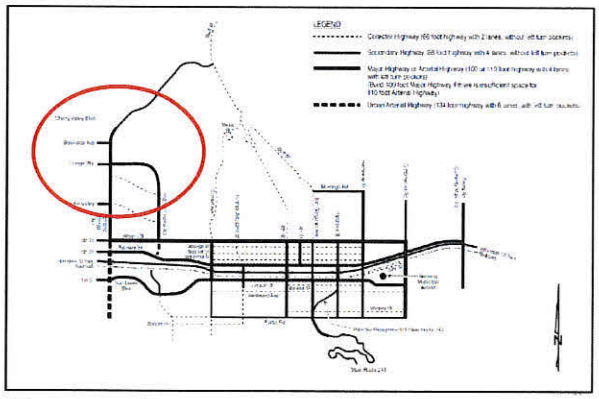
Proposed General Plan Amendment

The applicant is requesting approval of a General Plan Amendment to remove the proposed extension of Highland Home Road to Brookside Avenue and Cherry Valley Boulevard within the project area, pursuant to the previously referenced Settlement Agreement. The General Plan Amendment would implement the changes required by the Settlement Agreement.

Figure 1: Existing and Proposed General Plan Circulation Element Street System



Existing



Proposed

The affected portion of Highland Home Road is north of Wilson Street and is located entirely within the Butterfield Specific Plan project area. The addendum prepared for the project analyzes traffic related to the proposed General Plan Amendment to the

Circulation Element and concludes that there would be no significant effects to traffic resulting from the removal of this road segment.

Proposed Minor Modifications

As outlined in the Butterfield Specific Plan, Section 6.1.2, Minor Adjustments and Modifications, a Minor Modification is required when modifications to a Specific Plan would qualify for processing under a Substantial Conformance application instead of a Specific Plan Amendment. The proposed modifications qualify for a Minor Modification pursuant to the Specific Plan and the Butterfield Specific Plan has been updated as of June 2016 to reflect the applicable provisions of the Settlement Agreement and other minor modifications, including the following adjustments:

- Adjustment of remaining planning areas and the backbone street system in the Specific Plan to accommodate approved Settlement Agreement–directed adjustments.
- Adjustment of the land-use mix as reflected in Table 1, Comparative Land Use Summary, including changes required by the Settlement Agreement
    - Residential use area reduced.
    - Open Space area increased.
- Realignment of the previous proposed "B" Street through the Butterfield Specific Plan area as an easterly extension of Oak Valley Parkway to Highland Home Road.
- Realignment to accommodate the upgrading of the Southern California Gas Company transmission line through the Specific Plan area and maintain it in a roadway area for maintenance and safety purposes. The line would be upgraded to current standards, but not increased in size.
- Adjustment of planning areas and the backbone street system in the southern half of the Specific Plan area to accommodate realignment of Oak Valley Parkway/"B" Street for a gas line.
- Relocate the PA 20 school site pursuant to a School District request.

Table 1: Comparative Land Use Summary

Land Use	1993 Approved Deutsch Specific Plan		2012 Approved Butterfield Specific Plan		2016 Butterfield Specific Plan	
	Gross Acres (% of Total)	*Dwelling Units*	*Gross Acres (% of Total)*	*Dwelling Units*	*Gross Acres (%of Total)*	*Dwelling Units*
Residential						
Low Density 0-5 DU/AC (LDR)	656.0 (42.3%)	1,946	539.2 (35.0%)	2,222	487.9 (31.9%)	2,201
Medium Density 0-10 DU/AC (MDR)	390.0 (25.1%)	1,950	324.4 (21.0%)	1,960	335.8 (22.0%)	2,095
High Density 11-18 DU/AC (HDR)	89.0 (5.7%)	1,184	73.8 (4.8%)	1,205	38.4 (2.5%)	566
Very High Density 18 DU/AC+ (HDR)	16.0 (1.0%)	320	(0)	(0)	(0)	(0)
Residential Subtotals	**1,151.0 (74.2%)**	**5,400**	**937.4 (60.8%)**	**5,387**	**862.1 (56.4%)**	**4,862**
Open Space						
Golf Course/Drainage	193.0 (12.4%)		253.9 (16.5%)		(0)	
Parks	75.0 (4.8%)		66.5 (4.3%)		78.4 (5.1%)	
Natural/Landscape/Drainage	(0)		108.4 (7.0%)		418.1 (28.0%)	
Open Space Subtotals	**268.0 (17.3%)**		**428.8 (27.8%)**		**496.5 (32.5%)**	
Other						
Commercial Office[1]	25.0 (1.6%)		36.0 (2.3%)		36.7 (2.4%)	
Schools[2]	24.0 (1.5%)		23.0 (1.5%)		27.1 (1.8%)	
Utility Substation	(0)		4.2 (0.3%)		4.2 (0.3%)	
Fire station[3]	1.0 (0.06%)		1.6 (0.1%)		1.6	
Backbone Roads	83.0 (5.3%)		113.6 (7.4%)		101.0 (6.6%)	
Other Subtotals	**133.0 (8.5%)**		**176.8 (11.4%)**		**169.0 (11.1%)**	
Specific Plan Totals	**1,522.0 (100%)**	**5,400**	**1,543.0 (100%)**	**5,387**	**1527.6 (100%)**	**4,862**

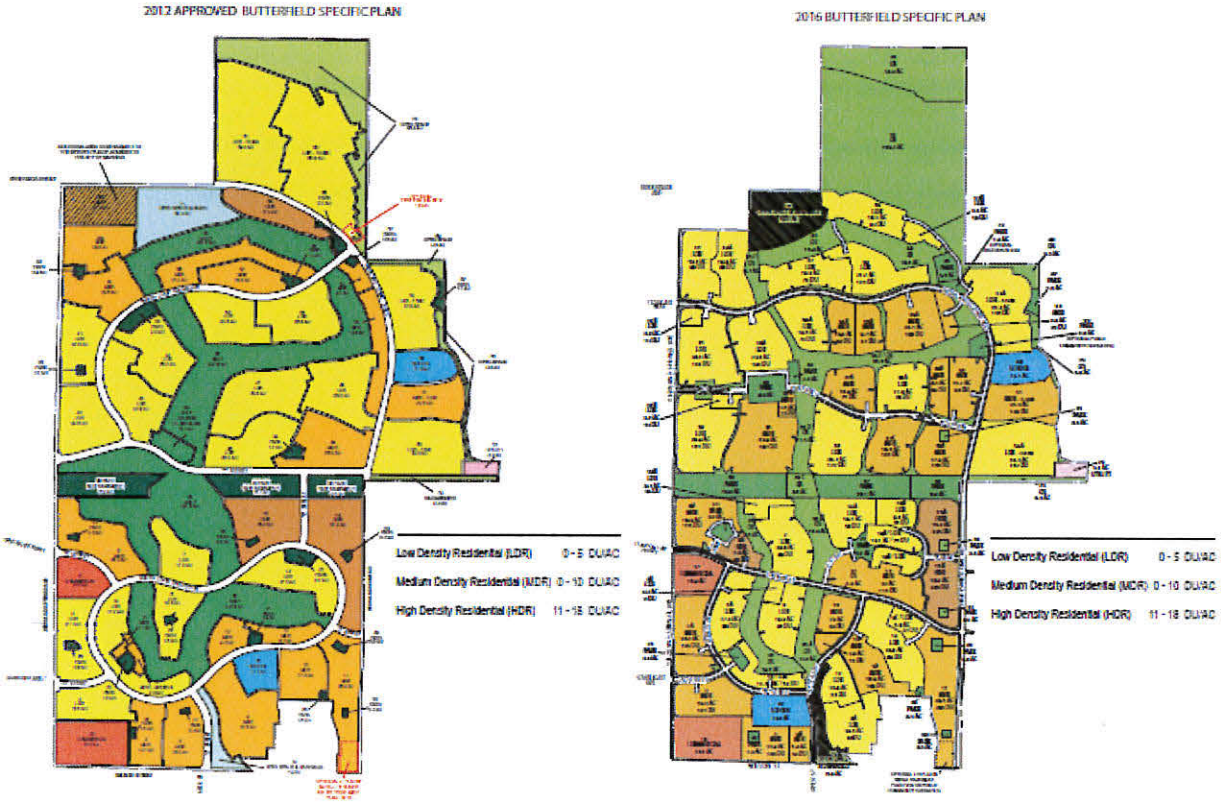
1 Within the Butterfield Specific Plan, alternate Residential use or mixed use of the Commercial sites is provided, for PA 17 at up to 4.5 DU/AC (LDR) and PA 18 at up to 10 DU/AC (MDR), as long as the overall DU total for the Specific Plan does not exceed 4,862_DU.

2 Alternate Residential use of school sites at up to 10 DU/AC is provided for within the Butterfield Specific Plan as long as the overall DU total for the Specific Plan does not exceed 4,862_DU.

3 A fire station site is designated as a permitted use in any of the Residential, Open Space, Commercial or School Planning Areas, Except PA's 36, 37, 38, 39, 69, 73, 74, and 75 in the Butterfield Specific Plan. The 1.6 acre fire station site area is included in the area of open space land use areas.

4 The 2016 Modified Specific Plan total area is smaller because previous Planning Area 43B was eliminated, which was outside City limits and outside Pardee ownership.

Figure 2: Approved and Proposed Butterfield SP Land Use Maps



Implementation of the Settlement Agreement would require changes to the roadway system to ensure that Highland Home Road would never connect to either Brookside Avenue or Cherry Valley Boulevard in the future. By redirecting circulation elements, nearly all of the planning areas would be affected both in size and shape, as they were re-planned around the new roadway systems. However, the changes are consistent with the overall vision and uses that were outlined and described in the 2012 Specific Plan Project and Settlement Agreement, and the changes are a result of, and are intended to implement, the Settlement Agreement.

With respect to the proposed land use changes, staff had questions and/or concerns with the certain changes within the Specific Plan document proposed as part of the Minor

Modifications. Staff comments and Pardee responses to the comments are provided in Attachment 5 to this staff report. Staff comments and conditions noted above have been incorporated into conditions of approval for the Minor Modification request where applicable.

Future Discretionary Approvals

Future discretionary approvals that will require Planning Commission and/or City Council approval will include tentative tract maps and design review approval for the various project components. Other approvals required by the project will include improvement and grading plans, a Streambed Alteration Agreement, a 404 Permit, Storm Water Pollution Prevention Plan (SWPPP), NPDES Permit, Conditional Letter of Map Revision, and various other permits/approvals.

Environmental Setting

The site is used intermittently for agriculture and livestock grazing, and has been extensively disturbed by human use. Disturbance includes grazing, disking, and contour farming. Vegetation types within the Project site consist primarily of annual grassland and mixed chaparral. Dominant plant species are non-native, including wild oat and brome grasses. Smith Creek currently runs from north to south within the Project site boundaries. Pershing Channel exists along the east boundary in the lower southwest portion of the Specific Plan area. The elevation of the southern portion of the Project site is approximately 2,560 feet; at the Project site's highest point in the northeast corner, the elevation is approximately 3,400 feet.

Vision and Objectives

The proposed Project would result in implementation of and construction related to a Specific Plan that would be consistent with the goals and objectives established for the 2012 Specific Plan Project; these goals have been slightly updated to reflect adoption of the Butterfield Specific Plan, as modified, and the subsequent Settlement Agreement and are described in the attached Planning Commission staff report.

The General Plan Amendment and Minor Modification would implement and identify the changes described in and required by the Settlement Agreement. In addition to evaluating the changes noted above required under the Settlement Agreement, the Addendum evaluates the following additional changes:

- Adjustment of the remaining planning areas and backbone street system in the Specific Plan area to accommodate the Settlement Agreement changes.
- Adjustment of the land-use mix as reflected in Table 1, Comparative Land Use Summary, per the Settlement Agreement changes:
    - Reduction in the overall residential area
    - Increase in the overall open space area

- Realignment of the previously proposed "B" Street through the Specific Plan area as an easterly extension of Oak Valley Parkway to Highland Home Road. This realignment was determined to be necessary to accommodate upgrading of the Southern California Gas Company transmission line through the Specific Plan area and maintain it in a roadway area for maintenance and safety purposes. This line would be upgraded to current standards, but not increased in size. The original alignment for the gas line was through the golf course open space with limited public access, but given the elimination of the golf course to public open space, installing the 30-inch-diameter gas main line in a roadway is a more desirable and safe alternative.
- Adjustment of planning areas and backbone street system in the southern half of the Specific Plan area to accommodate realignment of Oak Valley Parkway/"B" Street for the gas line.

Consistency with the General Plan

To be consistent with the Banning General Plan, the Butterfield Specific Plan must meet the statutory requirements of California Government Code Section 65451, and be legally adequate. Specific Plans function as implementation documents of General Plans. To an extent, the range of issues contained in a Specific Plan is left to the discretion of the decision-making body. However, all specific plans, whether prepared by a city or county, must comply with Sections 65450–65457 of the Government Code. These provisions require that a specific plan be consistent with the adopted general plan of the jurisdiction within which the specific plan area is located. In addition, specific plans must be consistent with any Airport Land Use Plan, pursuant to Public Utilities Code Section 21676. In turn, all subsequent subdivisions, annexations, development agreements, public works projects, and zoning regulations must be consistent with the specific plan.

The Butterfield Specific Plan is consistent with the relevant General Plan, and is legally adequate in that it incorporates the following:

- Maps, diagrams, and/or descriptions to adequately describe the distribution, location, extent, and size of the major infrastructure components needed to serve the project, including energy, water provisions, public services, and solid waste facilities.
- Discussion of the methods to be used for infrastructure financing and a program for implementation, standards and criteria by which development will proceed, and standards for the conservation, development, and utilization of natural resources, where applicable.
- A detailed statement of the relationship of the Specific Plan to the General Plan, including consistency between both plans and a comparison of goals, objectives, and policies.
- A discussion of how the Specific Plan implements the policies of the General Plan.

ENVIRONMENTAL ANALYSIS:

Adoption of a general plan amendment is a "project" subject to CEQA. The City of Banning certified an EIR for the Butterfield Specific Plan on March 27, 2012. Although the 2012 Butterfield Specific Plan is no longer proposed to be developed at the same intensity, the Specific Plan EIR remains the valid and certified CEQA documentation for future development on the site, and is used to determine whether future development falls within the size and type of uses analyzed in the Specific Plan EIR.

The City's review of the Project and related Project components is limited to examining environmental effects associated with differences between the current Project and the 2012 Butterfield Specific Plan as analyzed in the Butterfield Specific Plan EIR. Pursuant to CEQA and the CEQA Guidelines, the City prepared an Addendum to provide decision-makers with a factual basis for evaluating the environmental impacts associated with the proposed Project. The Addendum determined that there are no changes in circumstances or new information of substantial importance that would require preparation of a subsequent or supplemental EIR.

The Addendum reviews changes to the 2012 Butterfield Specific Plan as would be implemented by the Project and to existing conditions that have occurred since the Butterfield Specific Plan EIR was certified, and compares environmental effects of development of the Project with those previously disclosed in the Specific Plan EIR. The Addendum also reviews any new information of substantial importance that was not known and could not have been known with exercise of reasonable diligence at the time the Specific Plan EIR was certified, and evaluates whether there are new or more severe significant environmental effects associated with changes in circumstances under which the Project is being undertaken. It further examines whether, as a result of any changes or any new information, a subsequent or supplemental EIR may be required. This examination includes an analysis of provisions of Section 21166 of CEQA and Section 15162 of the CEQA Guidelines and their applicability to the Project.

Potential environmental effects of the Project including the proposed General Plan Amendment and minor modifications are addressed in the Addendum and compared against the original project for the following areas:

Aesthetics, Light, and Glare	Agricultural Resources
Air Quality	Biological Resources
Climate Change	Cultural and Historic Resources
Geology, Soils, and Seismicity	Hazards and Hazardous Materials
Hydrology and Water Quality	Land Use and Planning
Noise	Public Services and Utilities
Transportation and Traffic	Water Supply

The Addendum includes discussion of the issues found to be less than significant in both the original project and the minor modifications as well as a discussion of issues found to be significant and unavoidable in both the original project and the minor modifications. The Addendum also discusses cumulative impacts of both the original

project and the minor modifications. These are also discussed in the attached Planning Commission report. The City prepared an Addendum to the Butterfield Specific Plan EIR to provide decision-makers with a factual basis for evaluating the environmental impacts associated with the proposed Project. The Addendum determined that there are no changes in circumstances or new information of substantial importance that would require preparation of a subsequent or supplemental EIR. The City Council adopted the Statement of Overriding Considerations for the Butterfield Specific Plan EIR on March 27, 2012 (see City Council Resolution No. 2012-24), which is still valid for the proposed Project. The Addendum also concludes that the proposed Project would not result in any new or more severe significant environmental effects compared to the Butterfield Specific Plan Final EIR.

FISCAL IMPACT:

The Butterfield Specific Plan project consists of both residential and commercial development and represents a long-term investment in the local community in both housing and public infrastructure (streets, fire station, parks and open space, utilities, drainage facilities, etc.).

OPTIONS:

1. Approve Staffs' recommendations
2. Do not approve Staffs' recommendations and provide staff with alternate direction.

STRATEGIC PLAN OBJECTIVE:

The project would advance the City's Quality of Life goal which seeks to build and maintain a high standard of community appearance, character and livability.

ATTACHMENTS:

1. City Council Resolution
    a. Exhibit A – Butterfield Specific Plan Addendum dated November 2016 and Adopted Mitigation Monitoring & Reporting Program and Modifications
    b. Exhibit B - General Plan Exhibits
        i. Exhibit III-6
        ii. Page III-61
        iii. Page III-71
    c. Exhibit C – Pardee Revised Butterfield Specific Plan dated November 2016 and associated Minor Modifications conditions of approval
2. Settlement Agreement
3. Planning Commission Staff Report and Resolution
4. Public Hearing Notice

Approved by:



Michael Rock
City Manager

Attachment 1
City Council Resolution

RESOLUTION 2017-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA APPROVING GENERAL PLAN AMENDMENT NO. 16-2501 TO AMEND THE GENERAL PLAN CIRCULATION ELEMENT TO REFLECT THE REMOVAL OF THE PROPOSED EXTENSION OF HIGHLAND HOME ROAD TO BROOKSIDE AVENUE AND CHERRY VALLEY BOULVARD, APPROVING AN ADDENDUM TO THE BUTTERFIELD SPECIFIC PLAN FINAL ENVIRONMENTAL IMPACT REPORT (SCH NO. 2007091149) AND ASSOCIATED MODIFICATIONS TO THE MITIGATION MONITORING AND REPORTING PROGRAM, AND CONCURRING WITH PROPOSED MINOR MODIFICATIONS TO THE BUTTERFIELD SPECIFIC PLAN LOCATED AT THE NORTHEAST CORNER OF HIGHLAND SPRINGS AVENUE AND WILSON STREET, APNS 408-030-001 and 005; 408-120-001 through 020, and 022, 024, 025, 027, and 033; and 531-080-013 and 014

WHEREAS, an application for a General Plan Amendment to amend the City of Banning General Plan Circulation Element and for Minor Modifications to the Butterfield Specific Plan has been duly filed by:

Applicant / Owner:	Pardee Homes
Authorized Agent:	Chris Willis
Project Location:	Noted Above
APN Number:	Noted Above
Lot Area:	1,528 acres

WHEREAS, Pardee Homes submitted applications for a General Plan Amendment to remove the proposed extension of Highland Home Road to Brookside Avenue and Cherry Valley Boulevard from the General Plan Circulation Element, pursuant to a Settlement Agreement, and for minor modifications to the Butterfield Specific Plan for property located at the northeast corner of Highland Springs Avenue and Wilson Street.

WHEREAS, an Addendum was prepared to evaluate the proposed project consisting of both the General Plan Amendment as well as Minor Modifications to the Butterfield Specific Plan, and the Addendum concluded that that there are no changes in circumstances or new information of substantial importance that would require preparation of a subsequent or supplemental EIR.

WHEREAS, on the 4th of January, 2017 the Planning Commission held a noticed public hearing at which time the General Plan Amendment No. 16-2501, the Addendum to the certified Final EIR and associated modifications to the Mitigation Monitoring and Reporting Program, and the Minor Modifications along with the staff report and public testimonies were considered and the Planning Commission continued the public hearing.

WHEREAS, on the 25th of January, 2017, the Planning Commission held a noticed special meeting and public hearing at which time the General Plan Amendment No 16-2501, the Addendum to the certified Final EIR and associated modifications to the Mitigation Monitoring and Reporting Program and the Minor Modifications along with the staff report and public testimonies were considered which were followed by the recommendation of approval to the City Council.

WHEREAS, on the 3rd day of February, 2017 the City gave public notice as required under Chapter 17.68 (Hearings and Appeals) of the City of Banning Municipal Code by advertising in the Record Gazette newspaper of a City Council public hearing at which the General Plan Amendment No. 16-2501, the Addendum to the certified Final EIR and associated modifications to the Mitigation Monitoring and Reporting Program, and the Minor Modifications would be considered. The public hearing notice was also mailed to property owners within 300 feet of the Project site.

WHEREAS, on the 14th day of February, 2017, the City Council held the public hearing at which interested parties had an opportunity to testify in support of or opposition to proposed General Plan Amendment No. 16-2501, Addendum to the certified Final EIR and associated modifications to the Mitigation Monitoring and Reporting Program and the Minor Modifications.

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

SECTION 1: ENVIRONMENTAL FINDINGS

California Environmental Quality Act (CEQA)

That a Final EIR (SCH No. 2007091149) and MMRP were adopted for the 2012 Butterfield Specific Plan on March 27, 2012 in accordance with the requirements of the California Environmental Quality Act (CEQA), in accordance with Public Resources Code Section 21000 et seq., the CEQA Guidelines (14 California Code of Regulations Section 15000 et seq.), and the City's local CEQA Guidelines. City Council Resolution 2012-24 incorporated herein by this reference, provides environmental findings in support of that certified Final EIR.

When an EIR or negative declaration has been prepared for a project and changes are subsequently proposed to that project, the City is required to determine whether the environmental effects of such actions are within the scope of previous environmental documentation, and whether additional environmental analysis is required. If the agency finds that, pursuant to Sections 15162, 15164, and 15183 of the CEQA Guidelines, no new effects would occur, nor would a substantial increase in the severity of previously identified significant effects occur, then no supplemental or subsequent EIR or Mitigated Negative Declaration is required.

Pursuant to CEQA Guidelines Section 15164, an Addendum to the Butterfield Specific Plan Final EIR was prepared to evaluate the potential effects of General Plan Amendment No. 16-2501 and the Butterfield Specific Plan Minor Modifications. Through the analysis described in that Addendum, the City determined that changes associated with the proposed General Plan Amendment are not substantial. No new significant impacts would result from these changes, nor would there be a substantial increase in the severity of previously identified environmental impacts. In addition, the changes with respect to the circumstances under which the Project would be undertaken would not result in new or more severe significant environmental impacts.

The Planning Commission finds that the Addendum, together with the previous Final EIR, reflect its independent judgement, and further finds that these documents satisfy the requirements of CEQA for General Plan Amendment No. 16-2501 and the Butterfield Specific Plan Minor Modifications.

Findings

1. There are no substantial changes to the 2012 Specific Plan that would require major revisions of the Specific Plan EIR due to new significant environmental effects or a substantial increase in severity of impacts identified in the Specific Plan EIR;

2. Substantial changes have not occurred in the circumstances under which the Project is being undertaken that will require major revisions to the Specific Plan EIR to disclose new significant environmental effects or that would result in a substantial increase in severity of impacts identified in the Specific Plan EIR; and

3. There is no new information of substantial importance that was not known at the time the Specific Plan EIR was certified, indicating any of the following:
    - The Project will have one or more new significant effects not discussed in the certified Specific Plan EIR;
    - There are impacts determined to be significant in the Specific Plan EIR that would be substantially more severe;
    - There are additional mitigation measures or alternatives to the Project that would substantially reduce one or more significant effects identified in the Specific Plan EIR; or
    - There are additional mitigation measures or alternatives rejected by the Project proponent that are considerably different from those analyzed in the

Specific Plan EIR that would substantially reduce a significant impact identified in that EIR.

SECTION 2. REQUIRED FINDINGS FOR GENERAL PLAN AMENDMENT NO. 16-97501.

Finding No. 1: The proposed General Plan Amendment No. 16-2501 is internally consistent with the General Plan.

Findings of Fact: The current General Plan was adopted in January 2006 and includes various policies that guide development in the City, including roadways. The proposed General Plan Amendment is for the purpose of removing the proposed roadway extensions at Brookside Avenue and Cherry Boulevard from the City's General Plan Circulation Element. Approval of General Plan Amendment No. 16-2501 would ensure consistency between the proposed Project and the Settlement Agreement for the Butterfield Specific Plan project. The proposed Project will not create any conflicts among the various General Plan Elements' goals, policies, or objectives, including the maps and diagrams of all the Elements in the City's General Plan. Therefore, proposed General Plan Amendment No. 16-2501 would make the Butterfield Specific Plan consistent with the City's General Plan Circulation Element.

Finding No. 2: The proposed General Plan Amendment No. 16-2501 would not be detrimental to the public interest, health, safety, convenience, or welfare of the community.

Findings of Fact: The proposed General Plan Amendment GPA No. 16-2501 when approved would remove the General Plan Circulation Element's proposed extension of Highland Home Road to Brookside Avenue and Cherry Valley Boulevard. An Addendum to the certified Final EIR analyzed traffic associated with the proposed change and did not identify any new effects or substantial increases in significant effects arising from the proposed General Plan Amendment. Consequently, General Plan Amendment No. 16-2501 would not be detrimental to the public interest, health, safety, convenience, or welfare of the community.

Finding No. 3: The proposed General Plan Amendment No. 16-2501 would maintain the appropriate balance of land uses within the City.

Findings of Fact: The proposed amendment would maintain the appropriate balance of land uses within the City in that it affects only the City's street circulation system. The Addendum prepared for the project did not identify any new effects or substantial increases in significant effects and thus, the proposed amendment would not have an appreciable effect on the balance of land uses within the City.

Finding No. 4 With regard to General Plan Amendments to the General Plan Land Use Map, the subject parcels are physically suitable for the requested land use designations and the anticipated land use development.

Findings of Fact: The proposed General Plan Amendment relates to a change in the Circulation Element. The proposed amendment does not request a change in land use designation or anticipated land use development.

SECTION 3. CONCURRENCE WITH STAFF APPROVAL OF MINOR MODIFICATIONS

The City Council hereby concurs with staff approval of the proposed minor modifications subject to the conditions listed in attached Exhibit "C".

SECTION 4. CITY COUNCIL ACTION

The City Council hereby takes the following action:

Adopt City Council Resolution 2017-07:

1. Adopting the Addendum to the Butterfield Specific Plan Final EIR, and a revised Mitigation Monitoring and Reporting Program based on the findings and facts contained herein and as depicted in Exhibit "A".

2. Approving General Plan Amendment No. 16-2501 as depicted in Exhibit "B" and based on the findings and facts contained herein.

3. Concurring with staff approval of the Minor Modification subject to the conditions listed in City Council Resolution 2017-07 Exhibit "C".

PASSED, APPROVED, AND ADOPTED this 14th day of February, 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
City of Banning, California

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution, No. 2017-07, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 14th day of February, 2017, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

Butterfield Specific Plan Project
Mitigation Monitoring and Reporting Program

Project File No.:_____ Applicant: _____
EIR Prepared by: _____ Date:_____

Mitigation Measure No./ Implementation Action	Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/ Initials
Aesthetics, Light and Glare				
AES-1: Development or revegetation shall be initiated within three months following initiation of mass grading or clearing activities, so as to limit the time graded surfaces remain in their exposed state, consistent with the Specific Plan's approved landscape design guidelines and landscape plans and the provisions of Title 18.15.020 of the City's *Municipal Code*. A Revegetation Plan, addressing interim revegetation during construction and for future development areas prior to buildout, shall be submitted for City review and approval as part of each grading permit application.	CDD	D,F	A2,C2	
AES -2: The faces of all slopes shall be prepared, protected and maintained to control erosion and to reduce the visual impacts of slope grading. Slopes in excess of ten feet in height shall be graded pursuant to City Code requirements. Devices or procedures for erosion protections shall be installed as prescribed by State law and regulations and Title 18 of the City's *Municipal Code* and shall be maintained in operable condition by the developer during the duration of the activity for which the grading permit was issued. The use of plastic sheeting for erosion control shall be avoided except where required in emergency conditions to prevent land slippage. Preferred means of erosion and sediment control on slopes and pads shall include hydromulching, placement of straw bales and wind fencing, and the use of straw blankets and similar devises.	CDD	D,G	A2,C2	
AES -3: The Project developer shall maintain the site free of debris, which shall be promptly removed from the site when found at least once a quarter and at least daily during construction, and the Project developer shall monitor the site at least once a quarter and at least daily during construction to protect the site from illegal dumping.	DPW	C	A2	

Responsible Person	Monitoring Frequency	Method of Verification
CDD – Community Development Director or designee	A - With each new development	A2 - Onsite inspection
CP - City Planner or designee	B - Prior to construction	B2 - Other agency permit/ approval
CE - City Engineer or designee	C - Throughout construction	C2 - Plan check
BO - Building Official or designee	D - On completion	D2 - Separate submittal (e.g., reports/studies/ plans)
PC - Police Captain or designee	E - Operating	
FC - Fire Chief or designee	F - Prior to issuance of grading/building permits	
DPW - Director of Public Works or designee	G - Prior to approval of project plans and/or specifications	

Mitigation Measure No./ Implementation Action	Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/ Initials
AES -4: The Project developer and its successor(s) in interest inclusive of the HOA or Landscape Lighting and Maintenance District, if any, shall maintain perimeter walls, fencing, irrigation, and landscape in a satisfactory condition at all times. Parkways and other landscape features visible from the public right of way shall be maintained free of weeds and trash and graffiti shall be promptly removed.	CDD,DPW	C,E	A2	
AES-5: Rough Grading Plans, including a sheet detailing the location of the construction staging, shall be approved by the City Engineer, prior to grading permit issuance. The sheet pertaining to the construction staging shall include the following provisions: • The construction equipment and supply staging areas shall be at least 500 feet from the nearest residence off site. Staging areas shall be screened. • During construction and grading, the construction contractor shall keep the site clear of all trash, weeds, and debris. Compliance with this measure is subject to periodic City inspections. • The grading contractor shall minimize creation of large stockpiles of soil (in terms of height) to minimize visual impacts pursuant to the provisions of the grading and/or stockpile permit issued by the City Engineer pursuant to the provisions of MC Section 18.09, *Grading Permit Requirements*, and the requirements of the City Engineer. • All temporary security lighting shall be designed and located so as to avoid intrusive effects on adjacent properties. Proper lighting techniques to direct light onsite and away from other properties shall be required to reduce light and glare impacts (including directional lighting away from reflective surfaces, use of non-reflective glass, low-intensity lighting, use of lighting baffles, and use of appropriate types of lighting fixtures).	CE	C,F	A2,C2	
AES-6: As part of the final design, improvement plan and grading plan review and approval process, the applicant shall design plans to preserve the existing oak tree along Highland Springs Avenue. If during this process it is determined that preservation is not feasible, the Applicant will utilize the following options to mitigate this impact. • A certified arborist shall evaluate the viability of transplanting the oak tree. If transplanting is deemed feasible by the arborist, the Project Applicant shall relocate the oak tree to a suitable location as approved by the City and verified by the arborist within the Project boundaries, or	CP	C,D,F	A2,C2	

Responsible Person	Monitoring Frequency	Method of Verification
CDD – Community Development Director or designee	A - With each new development	A2 - Onsite inspection
CP - City Planner or designee	B - Prior to construction	B2 - Other agency permit/ approval
CE - City Engineer or designee	C - Throughout construction	C2 - Plan check
BO - Building Official or designee	D - On completion	D2 - Separate submittal (e.g., reports/studies/ plans)
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DPW - Director of Public Works or designee	G - Prior to approval of project plans and/or specifications	

Mitigation Measure No./ Implementation Action	Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/ Initials
• If replacement is selected, the Project Applicant as "Replacement Option #1" shall replace the oak with a single oak tree contained in a minimum of a 60-inch box if readily available and suitable for transplanting at a suitable location approved by the City and verified by the arborist, or • If replacement is selected, and Option 1 is not feasible, the Project Applicant shall replace the oak tree with 24-inch box oaks trees at a ratio of 3:1 at suitable locations approved by the City and verified by the arborist within the Project boundaries.				
AES-7: Prior to issuance of building permits, architectural plans, including detailed lighting specifications, shall be submitted for the review and approval by the City of Banning Community Development Director. The specifications shall be consistent with lighting standards included in the Specific Plan and shall meet or exceed the lighting standards contained in the City's Municipal Code. The lighting plans must demonstrate the following to the satisfaction of the City of Banning Community Development Director: • Use of low-sodium lamps of 4,050 lumens (maximum), to provide for adequate public safety and security; • A lighting standard that is shielded to direct illumination downward and to limit casting light and glare on adjacent properties; • Exterior lighting, including street lights, landscape lighting, parking lot lighting, and lighting of the interior of parks and trails shall be sufficient to establish a sense of well-being for the pedestrian and sufficient to facilitate recognition of persons at a reasonable distance. Type (lighting standard) and placement of lighting shall be to the satisfaction of the Community Development Director or designee and shall be consistent with the requirements of the City's most current lighting ordinance and the standards of the Specific Plan ; • A minimum of one foot-candle at ground level overlap provided in all exterior doorways and vehicle parking areas, and on outdoor pedestrian walkways presented on a photometric plan; and • Outdoor light fixtures that are not covered by the Specific Plan's lighting standards shall be subject to the City of Banning *Municipal Code*.	CDD	C,F,G	A2,C2,D2 (lighting plans)	
Air Quality				

Responsible Person	Monitoring Frequency	Method of Verification
CDD – Community Development Director or designee	A - With each new development	A2 - Onsite inspection
CP - City Planner or designee	B - Prior to construction	B2 - Other agency permit/ approval
CE - City Engineer or designee	C - Throughout construction	C2 - Plan check
BO - Building Official or designee	D - On completion	D2 - Separate submittal (e.g., reports/studies/ plans)
PC - Police Captain or designee	E - Operating	
FC - Fire Chief or designee	F - Prior to issuance of grading/building permits	
DPW - Director of Public Works or designee	G - Prior to approval of project plans and/or specifications	

Mitigation Measure No./ Implementation Action	Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/ Initials
AQ-1: Prior to issuance of any Grading Permit, the Director of Public Works and the Building Official shall confirm that the Grading Plan, Building Plans, and specifications stipulate that, in compliance with SCAQMD Rule 403, excessive fugitive dust emissions shall be controlled by regular watering or other dust prevention measures, as specified in the SCAQMD's Rules and Regulations. In addition, in accordance with SCAQMD Rule 402, the Applicant shall implement dust suppression techniques to prevent fugitive dust from creating a nuisance off-site. Implementation of the following measures are required: • All active portions of the construction site shall be watered at least twice daily to prevent excessive amounts of dust; • On-site vehicle speed shall be limited to 15 miles per hour; • All on-site permanent roads shall be paved, watered as needed, or chemically stabilized; • Visible dust beyond the property line which emanates from the project shall be prevented to the maximum extent feasible through the use of dust suppressant techniques identified above; • All material transported off-site shall be either sufficiently watered or securely covered to prevent excessive amounts of dust prior to departing the job site; • Track-out devices shall be used at all construction site access points; • All delivery truck tires shall be watered down and/or scraped down prior to departing the job site; and • Replace groundcover on disturbed areas within the required timeframes identified in Rule 403.	DPW,BO	C,F	A2,C2	
AQ-2: All trucks that are to haul excavated or graded material on-site shall comply with State Vehicle Code Section 23114 (Spilling Loads on Highways), with special attention to Sections 23114(b)(F), (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads. Prior to the issuance of grading permits, the Applicant shall coordinate with the appropriate City of Banning Engineer on hauling activities compliance.	DPW,BO	C,F	A2,C2	
AQ-3: Prior to the issuance of building permits, the City building official shall confirm that construction plans and specifications include the following measures, which shall be implemented to reduce ROG emissions resulting from application of architectural coatings:	DPW,BO	C,F	A2,C2	

Responsible Person	Monitoring Frequency	Method of Verification
CDD – Community Development Director or designee	A - With each new development	A2 - Onsite inspection
CP - City Planner or designee	B - Prior to construction	B2 - Other agency permit/ approval
CE - City Engineer or designee	C - Throughout construction	C2 - Plan check
BO - Building Official or designee	D - On completion	D2 - Separate submittal (e.g., reports/studies/ plans)
PC - Police Captain or designee	E - Operating	
FC - Fire Chief or designee	F - Prior to issuance of grading/building permits	
DPW - Director of Public Works or designee	G - Prior to approval of project plans and/or specifications	

Mitigation Measure No./ Implementation Action	Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/ Initials
• Contractors shall use high-pressure-low-volume (HPLV) paint applicators with a minimum transfer efficiency of at least 50 percent; • Coatings and solvents with a ROG content lower than required under Rule 1113 shall be used; • Construction and building materials that do not require painting shall be used where readily available; and • Pre-painted construction materials shall be used where readily available.				
AQ-4: Prior to issuance of any Grading Permit, the Director of Public Works and the Building Official shall confirm that the Grading Plan, Building Plans and specifications stipulate that, in compliance with SCAQMD Rule 403, ozone precursor emissions from construction equipment vehicles shall be controlled by maintaining equipment engines in good condition and in proper tune per manufacturer's specifications, to the satisfaction of the City Engineer. A set of maintenance records shall be provided to the City before grading commences. The City Inspector shall be responsible for ensuring that contractors comply with this measure during construction.	DPW,BO	C,F	A2,C2	
AQ-5: Prior to issuance of any Grading Permit, the grading plan shall indicate dust management measures for review and approval by the City Engineer, to identify viable dust control measures and include a monitoring plan to be implemented throughout the construction phases of the Specific Plan. In accordance with the Specific Plan and City's Municipal Code, the dust management measures shall minimize wind-blown particles by including: • All applicable mitigation measures identified in this EIR (related to dust control) and otherwise required by the City or SCAQMD; • An erosion and sediment control plan to minimize wind or waterborne transport of soil onto adjacent properties, streets, storm drains, or drainages; and • A Revegetation Plan to address interim conditions between initial grading and final site development. The Revegetation Plan, although focused on the control of wind and water erosion, shall consider compatibility with fuel modification zone requirements, drought tolerant landscape requirements, and potential ongoing livestock grazing. Special techniques such as wind fences shall also be considered, to minimize surface soil and dust during high wind events.	CE	C,F	A2,C2	

Responsible Person	Monitoring Frequency	Method of Verification
CDD – Community Development Director or designee	A - With each new development	A2 - Onsite inspection
CP - City Planner or designee	B - Prior to construction	B2 - Other agency permit/ approval
CE - City Engineer or designee	C - Throughout construction	C2 - Plan check
BO - Building Official or designee	D - On completion	D2 - Separate submittal (e.g., reports/studies/ plans)
PC - Police Captain or designee	E - Operating	
FC - Fire Chief or designee	F - Prior to issuance of grading/building permits	
DPW - Director of Public Works or designee	G - Prior to approval of project plans and/or specifications	

Mitigation Measure No./ Implementation Action	Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/ Initials
AQ-6: GPS-controlled "machine-guided grading", or other equivalent grading techniques, shall be incorporated into Project grading plans, subject to review and approval by the City Engineer. The City Engineer shall approve the areas of the site where this technology shall be used.	CE	C,F	A2,C2	
AQ-7: The following measures shall be implemented during construction to substantially reduce NOX related emissions. They shall be included in the Grading Plan, Building Plans, and specifications. • Off-road diesel equipment operators shall be required to shut down their engines rather than idle for more than five minutes, and shall ensure that all off-road equipment is compliant with the CARB in-use off-road diesel vehicle regulation and SCAQMD Rule 2449. • The following note shall be included on all grading plans: "The City shall require construction contractors to utilize diesel powered construction equipment that meets EPA-Certified Tier III emissions standards, or higher according to the following: o January 1, 2012, to December 31, 2014: All off-road diesel-powered construction equipment greater than 50 hp shall meet Tier 3 off-road emissions standards at a minimum. In addition, all construction equipment shall be outfitted with BACT devices certified by CARB. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations. o Post-January 1, 2015: All off-road diesel-powered construction equipment greater than 50 hp shall meet the Tier 4 emission standards, where available. In addition, all construction equipment shall be outfitted with BACT devices certified by CARB. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations. o A copy of each unit's certified tier specification, BACT documentation, and CARB or SCAQMD operating permit shall be provided at the time of mobilization of each applicable unit of equipment. o Encourage construction contractors to apply for AQMD "SOON" funds.	DPW,BO	C,F	A2,C2	

Responsible Person	Monitoring Frequency	Method of Verification
CDD – Community Development Director or designee	A - With each new development	A2 - Onsite inspection
CP - City Planner or designee	B - Prior to construction	B2 - Other agency permit/ approval
CE - City Engineer or designee	C - Throughout construction	C2 - Plan check
BO - Building Official or designee	D - On completion	D2 - Separate submittal (e.g., reports/studies/ plans)
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DPW - Director of Public Works or designee	G - Prior to approval of project plans and/or specifications	

Mitigation Measure No./ Implementation Action	Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/ Initials
Incentives could be provided for those construction contractors who apply for AQMD "SOON" funds. The "SOON" program provides funds to accelerate clean up of off-road diesel vehicles, such as heavy duty construction equipment. More information on this program can be found at the following website: http://www.aqmd.gov/tao/Implementation/SOONProgram.htm" • The contractor and applicant, if the applicant's equipment is used, shall maintain construction equipment engines by keeping them tuned and regularly serviced to minimize exhaust emissions. • Low sulfur fuel for stationary construction equipment shall be required. This is required by SCAQMD Rules 431.1 and 431.2. • Existing power sources (i.e., power poles) shall be used when available. • Construction parking shall be located on-site where possible and shall be configured to minimize traffic interference. • Obstruction of through-traffic lanes shall be minimized by providing temporary traffic controls such as flag persons, cones and/or signage during all phases of construction when needed to maintain smooth traffic flow. Construction shall be planned so that lane closures on existing streets are kept to a minimum. • Construction operations affecting traffic shall be scheduled for off-peak hours, except in situations deemed necessary. • Develop a traffic plan to minimize traffic flow interference from construction activities. The plan shall specify the times during which construction activities will occur and particular times when travel lanes cannot be blocked (e.g., peak traffic periods as directed by the affected City Engineer). The plans shall provide details regarding the placement of traffic control, warning devices and detours. As a supplement to the traffic plan, the construction contractor shall coordinate with the affected agency to determine the need for a public information program which would inform area residents, employers and business owners of the details concerning construction schedules and expected travel delays, detours, and blocking of turning movements lanes at intersections. The public information programs could utilize various media venues (e.g., newspaper, radio, television, telephone hot lines, internet website, etc.) to disseminate information such as:				

Responsible Person	Monitoring Frequency	Method of Verification
CDD – Community Development Director or designee	A - With each new development	A2 - Onsite inspection
CP - City Planner or designee	B - Prior to construction	B2 - Other agency permit/ approval
CE - City Engineer or designee	C - Throughout construction	C2 - Plan check
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PC - Police Captain or designee	E - Operating	
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DPW - Director of Public Works or designee	G - Prior to approval of project plans and/or specifications	

Mitigation Measure No./ Implementation Action	Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/ Initials
○ Overview of project information ○ Weekly updates on location of construction zones; ○ Identification of street(s) affected by construction; ○ Times when construction activities will occur and when traffic delays, and blockage of intersection turning movements can be expected; and ○ Identification of alternate routes which could be used to avoid construction.				
AQ-8: The potential future construction and implementation of an onsite WWTP shall require a Conditional Use Permit (CUP) to be approved by the City of Banning, as well as design review of the proposed site plan and building architecture, landscaping and lighting.	CDD	B,F,G	D2	
Biological Resources				
BIO-1: Prior to the commencement of grading during the nesting season (approximately mid-February through mid-August), all suitable habitat shall be surveyed for the presence of nesting birds by a qualified biologist prior to site disturbance. Should any active nests be located, construction must comply with Migratory Bird Treaty Act requirements, including a 300-foot construction buffer around active nests or avoiding construction during the nesting season if a 300-foot buffer is infeasible.	DPW (verify pre-construction survey), BO (verify monitoring & implementation)	B,C,F	A2,C2,D2	
BIO-2: A preconstruction clearance survey for burrowing owl will be performed within 30 days prior to ground disturbance in potentially suitable habitat within the site, pursuant to CDFG protocols. The preconstruction survey will include a 300-foot buffer if between February 1 and August 31 (nesting season) and a 100-foot buffer if outside of this period. If owls are found within the survey area during the nesting season, construction activities will not occur within 300 feet of the occupied burrows until nesting is completed. A qualified biologist must confirm that the nesting effort has been completed prior to the removal of the work buffer restriction. If owls are found within the disturbance footprint outside of the February 1 through August 31 period, passive relocation (e.g. use of one way doors and collapse of burrows) will occur. These surveys and mitigation for burrowing owl are consistent with Section 6.3.2, *Additional Survey Needs and Procedures* of the MSHCP.	DPW (verify pre-construction survey), BO (verify monitoring & implementation)	B,C,F	A2,C2,D2	
BIO-3: The applicant shall provide mitigation for the temporary disturbance to 9.22 acres of CDFG jurisdictional waters at a minimum 1:1 ratio, which includes approximately 0.02 acres of vegetated riparian habitat, and the temporary disturbance to 8.65 acres of Regional Board and	DPW (verify pre-construction	B,C,F	A2,C2,D2	

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USACE jurisdiction. The applicant shall provide mitigation for the permanent impact disturbance to 2.47 acres of CDFG jurisdiction, of which 0.41 acre consists of vegetated riparian habitat and the permanent disturbance to 1.17 acres of USACE jurisdiction, of which 0.01 acre consists of jurisdictional wetlands. The mitigation requirements will be determined through applicable regulatory permitting programs of CDFG, RWQCB, and USACE, and shall consist of minimum 1:1 mitigation through onsite restoration of 9.22 acres within the Smith Creek drainage and other onsite areas, which will be performed concurrently with development of the golf course (PAs 35 and 39) or alternative uses within these PAs and 1:1 mitigation through onsite restoration of 2.47 acres of permanent habitat within, or adjacent to, Smith Creek.	survey), BO (verify monitoring & implementation)			
BIO-4: Prior to the issuance of the grading permits the developer shall complete and submit all required protocol and habitat assessment studies required to demonstrate compliance with the MSHCP. Specifically, a DBESP (Determination of Biologically Equivalent or Superior Preservation), following approval of all required permits for the CDFG and USACE, shall be prepared, which shall be reviewed by the CDFG and USFWS and approved by City staff, in compliance with Section 6.1.2 of the MSHCP. The applicant shall implement the approved DBESP as a condition of the issuance of a grading permit and comply with all biological mitigation measures contained within the DBESP.	CDD	B,C,D,E,F	B2,D2	
BIO-5: The following mitigations shall be incorporated into the construction plans and specifications to minimize any potentially adverse construction impacts: • Construction areas will be watered regularly to control dust and minimize impacts to adjacent vegetation and wildlife habitat. • Short-term stream diversions will be accomplished by use of gravel bags or other methods that will result in minimal in-stream impacts. Short-term diversions will be evaluated through the riparian/riverine component of the MSHCP Consistency analysis (Section 6.1.2) (refer to Mitigation Measure BIO-4) which will require a DBESP analysis to be prepared. In addition the 401, 404, and 1602 permitting processes will evaluate short-term impacts relative to stream diversions. All biological mitigation measures contained within the 401, 404 and 1602 approval conditions and DBESP shall be implemented pursuant to BIO-3 and BIO-4, respectively, which typically require 1:1 onsite restoration. Any mitigation beyond the 1:1 restoration of the original stream will be mitigated onsite through negotiations with CDFG, RWQCB, and	DPW,BO	C,F	A2,D2	

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USACE. • Equipment storage, fueling and staging areas will be sited on non-sensitive upland habitat types with minimal risk of direct discharge into riparian areas or other sensitive habitat types. • The limits of jurisdictional disturbance, including the upstream, downstream along Smith Creek and lateral extents that are tributaries to Smith Creek, will be clearly defined and marked in the field. Monitoring personnel will review the limits of disturbance prior to initiation of construction activities. • During construction, the placement of equipment within the stream or on adjacent banks or adjacent upland habitats occupied by Covered Species that are outside of the Project footprint will be avoided. • Exotic, weedy plant species removed during construction will be properly handled to prevent sprouting or re-growth. • Waste, dirt, rubble, or trash shall not be deposited in a conservation area or on native habitat.				
Climate Change				
GHG-1: Prior to the issuance of building permits, the following measures shall be reflected on applicable tract maps, building permits, improvement plans, landscape plans and/or grading plans: **a)** ***Green Building Practices*** 1) **Water Conservation** – All appliances such as showerheads, lavatory faucets and sink faucets shall comply with efficiency standards set forth in Title 20, California Administrative Code Section 1604(f). Title 24 of the California Administrative Code Section 1606(b) prohibits the installation of fixtures unless the manufacturer has certified to the California Energy Conservation compliance with the flow rate standards. 2) **Water Conservation** – Low-flush toilets shall be installed as specified in California State Health and Safety Code Section 17921.3 and the County Green Building Ordinance [as applicable in Riverside County]. 3) **Water Conservation** – All common area irrigation areas shall be operated by a	DPW,BO	A,F,G	A2,C2	

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computerized irrigation system which includes an on-site weather station/ET gage capable of reading current weather data and making automatic adjustments to independent run times for each irrigation valve based on changes in temperature, solar radiation, relative humidity, rain and wind. In addition, the computerized irrigation system shall be equipped with flow sensing capabilities, thus automatically shutting down the irrigation system in the event of a mainline break or broken head. All common area irrigation controllers shall also include a rain-sensing automatic shutoff. 4) **Water Conservation** – Common-area landscaping shall emphasize drought-tolerant vegetation. Plants of similar water use shall be grouped to reduce over-irrigation of low-water-using plants. Those irrigated areas not designed with drought-tolerant vegetation shall be gauged to use the minimum amount of water needed to maintain healthy vegetation. 5) **Water Conservation** – Residential occupants shall be informed as to the benefits of low-water-using landscaping and sources of additional information related to water conservation documents. 6) **Water Conservation** – Community Center or Recreational Facilities with a pool amenity shall be conditioned to provide and use a pool cover to reduce water evaporation and retain heat. 7) **Water Conservation** – Water conservation standards shall be noted in the Tier 1 measures of the 2010 California Green Building Standards. 8) **Energy, Water, and Recycling –** **The builder shall be conditioned to provide the following**: • Energy efficient appliances; • Energy efficient indoor lighting • Water efficient smart controllers for landscaping • Water efficient plumbing in all buildings • Integrate recycling into residential home design. Create areas in the home to promote recycling (additional trash cans in cabinets, etc.) • Energy Efficiency standards shall be as noted in the Tier 1 measures of the 2010 California Green Building Standards. 9) **Carbon Sequestration** – The builder shall plant an average of approximately				

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40 trees per landscaped acre (where landscaping is provided) as a means to capture (sequester) carbon dioxide emissions and to provide shade to the buildings, which can decrease the need for air conditioning. 10) **Green Education Program** - In order to increase awareness of green building practices and to promote water and energy conservation, the builder(s) shall develop and implement a green educational program. The program shall include but not necessarily be limited to a pamphlet that educates and promotes conservation practices that homeowners can implement, with specific guidance on landscaping with drought tolerant plants, use of efficient irrigation systems, compact florescent lighting, and other measures that help lower GHG emissions. 11) **Energy Efficient Outdoor Lighting** – Lighting for public streets, parking areas, and recreation areas shall utilize energy efficient light and mechanical, computerized or photo cell switching devices to reduce unnecessary energy usage. 12) **Energy Conservation** – Community Center or Recreational Facilities with a pool amenity shall be conditioned to install energy-efficient pumps and motors, such as variable speed motors. **b)** ***Solid Waste Measures*** 1) Reuse and recycle construction and demolition waste (including, but not limited to, soil, vegetation, concrete, lumber, metal, and cardboard). 2) Shall comply with state model ordinance AB 1327, Chapter 18 California Solid Water Reuse and Recycling Access Act of 1991, which requires interior and exterior storage areas for recyclables and green waste and adequate recycling containers located in public areas. **c) Transportation and Motor Vehicles** 1) Limit idling time for commercial vehicles, including delivery and construction vehicles, pursuant to applicable SCAQMD and City requirements. 2) Promote ride sharing programs e.g., by designating a certain percentage of parking spaces for ride sharing vehicles, designating adequate passenger loading and unloading and waiting areas for ride sharing vehicles, and providing a web site or message board for coordinating rides. The actual				

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percentage of potential ride sharing vehicle spaces will be determined in coordination with the City Planning Director or designee based on square footage and use type (e.g., shopping center, office, fitness center, etc.) prior to approval of a site plan within the commercial land use Planning Areas. 3) Provide adequate bicycle parking near non-residential building entrances to promote cyclist safety, security, and convenience. Provide facilities that encourage bicycle commuting (e.g., locked bicycle storage or covered or indoor bicycle parking). 4) All golf carts and Neighborhood Electric Vehicles (NEVs) shall be electrical powered only.				
GHG-2: The Butterfield Specific Plan shall be conditioned to allow the following uses (as reflected on future tract maps and commercial site plans), to further promote renewable energy resources, including: a) Allowing rooftop solar on all structures, subject to City Municipal Code and related building permit provisions; b) Allowing electric vehicle charging stations at all commercial, park, golf course, multi-family residential, and school areas, subject to a Conditional Use Permit; and c) Allowing hydrogen vehicle fueling stations within the Commercial zone, subject to a Conditional Use Permit.	DPW,BO	A,F,G	A2,C2	
GHG-3 As part of future tract map, grading plan, site plan and/or improvement plan submittals, the Applicant shall identify bus stop provisions along arterial streets, through consultation with the City Engineer and Banning Pass Transit, including stops on Highland Springs Road, Wilson Street, Highland Home Road, and F Street as determined appropriate.	CE	A,D,F,G	A,D,F,G	C2,D2 (site plans)
Cultural Resources				
CUL-1: The Project Applicant shall prepare a paleontological resource impact mitigation program (PRIMP) for the grading and excavation phase of the Project, including both on- and off-site activities. The PRIMP shall be submitted for review and approval prior to issuance of any grading permit, and shall conform to the guidelines of the County of Riverside and the Society of Vertebrate Paleontology; including the following: • A trained paleontological monitor shall be present during initial mass grading or deep trenching activities within the Project in sediment areas determined likely to contain	CDD	C,F	A2,C2,D2	

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paleontological resources. If paleontological resources are located within excavation, the monitoring program will change to full-time. The monitor shall be empowered to temporarily halt or redirect construction activities to ensure avoidance of adverse impacts to paleontological resources. The monitor shall be equipped to rapidly remove any large fossil specimens encountered during excavation. During monitoring, samples shall be collected and processed to recover microvertebrate fossils. Processing shall include wet screen washing and microscopic examination of the residual materials to identify small vertebrate remains. • Upon encountering a large deposit of bone, salvage of all bone in the area shall be conducted with additional field staff and in accordance with modern paleontological techniques. • All fossils collected during the Project shall be prepared to a reasonable point of identification. Excess sediment or matrix shall be removed from the specimens to reduce the bulk and cost of storage. Itemized catalogs of all material collected and identified shall be provided to the museum repository along with the specimens. • A report documenting the results of the monitoring and salvage activities and the significance of the fossils will be prepared. • All fossils collected during this work, along with the itemized inventory of these specimens, shall be deposited in a museum repository for permanent curation and storage.				
CUL-2: Prior to the issuance of a grading permit, an archaeological resource monitoring plan shall be developed by a qualified archaeologist. This plan shall include a grading observation schedule, to be maintained when initial mass grading occurs in upper soils, to identify and further evaluate any cultural resources that may be discovered in the Project area. A qualified archaeologist shall be retained to attend pre-grading meetings and to monitor earth moving activities, including clearing, grubbing, cutting, and trenching at the site. The archaeologist shall carefully inspect these areas to assess the potential for significant prehistoric or historic remains. If potential archaeological and historical resources are uncovered, the construction contractor shall cease grading operations in the vicinity of the find until further evaluation is undertaken to assess the discovery. Further subsurface investigation may be needed if the resource is determined unique or important for its prehistoric or historic information.	CDD	C,F	A2,C2,D2	

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CUL-3: All earthmoving activity occurring within 30 meters of the on-site refuse scatter (LSA-PDH0601-H-2) shall be monitored by a qualified archaeologist. If archaeological remnants are discovered during monitoring, the archaeologist shall have the authority to divert construction in order to assess the significance of the find. Remnants shall be properly evaluated, documented, and deposited as applicable, consistent with State and local protocols.	DPW,BO	C	A2	
CUL-4: If previously unknown cultural resources, including human remains, are identified during grading activities, a qualified archaeologist shall be retained to assess the nature and significance of the find. If human remains are encountered, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. The County Coroner shall be notified of the find immediately. If the remains are determined to be prehistoric, the Coroner shall notify the Native American Heritage Commission (NAHC), which shall determine and notify a Most Likely Descendant (MLD). With the permission of the landowner or his/her authorized representative, the MLD may inspect the site of the discovery. The MLD shall complete the inspection within 24 hours of notification by the NAHC. The MLD may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials.	DPW,BO	C	A2	
Geology, Soils, and Seismicity				
GEO-1: All structures on the Project site shall be constructed pursuant to the most current applicable seismic standards, as determined by the City as part of the tract map, grading plan, and building permit review processes, with building setbacks as recommended by the Project's Seismic Hazard Analysis (Geocon 2005). Design criteria developed for Project structures shall also be based on the most current standards of practice and design parameters suggested by the Structural Engineers Association of California based on the recommendations and amendments to the CBC by the Division of State Architect for specific types of buildings and occupancies.	DPW,BO	C,F	A2,C2	
GEO-2: A detailed analysis of site geotechnical conditions, field investigation and slope stability analyses shall be conducted as 40-scale grading plans for mass and fine grading are prepared in the course of the phased development of the Project site. These studies shall be submitted to the City Building Department or Building Official, and their recommendations incorporated into Project design to the satisfaction of the City Engineer, prior to the issuance of any grading permits, including those for mass grading, in areas where slopes of 10 feet or more in height	DPW,BO,CE	C,F	A2,C2,D2	

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are anticipated and/or where evidence of debris flows or past landslides is found.				
GEO-3: The Project site shall be constructed pursuant to the following mitigation measure contained in the City of Banning General Plan EIR, Geotechnical Element: • During the site grading, all existing vegetation and debris shall be removed from areas that are to receive compacted fill. Any trees to be removed shall have a minimum of 95 percent of the root systems extracted. Man-made objects shall be over excavated and exported from the site. Removal of unsuitable materials may require excavation to depths ranging from 2 to 4 feet or more below the existing site grade. • All fill soil, whether on site or imported, shall be approved by the individual Project soils engineer prior to placement as compaction fill. All fill soil shall be free from vegetation, organic material, cobbles and boulders greater than 6 inches in diameter, and other debris. Approved soil shall be placed in horizontal lifts or appropriate thickness as prescribed by the soils engineer and watered or aerated as necessary to obtain near-optimum moisture-content. • Fill materials shall be completely and uniformly compacted to not less than 90 percent of the laboratory maximum density, as determined by American Society for Testing and Materials (ASTM) Test Method D-1557-78, or equivalent test method acceptable to the City Building Department. The project soils engineer shall observe the placement of fill and take sufficient tests to verify the moisture content, uniformity, and degree of compaction obtained. In-place soil density should be determined by the sand-cone method, in accordance with ASTM Test Method D1556-64 (74), or equivalent test method acceptable to the City Building Department. • Finish cut slopes generally shall not be inclined steeper than 2:1 (horizontal to vertical). Attempts to excavate near-vertical temporary cuts for retaining walls or utility installation in excess of 5 feet may result in gross failure of the cut and may possibly damage equipment and injure workers. All cut slopes must be inspected during grading to provide additional recommendations for safe construction. • Finish fill slopes shall not be inclined steeper than 2:1 (horizontal to vertical). Fill slope surfaces shall be compacted to 90 percent of the laboratory maximum density by either overfilling and cutting back to expose a compacted core or by approved	DPW,BO,CE	C,F	A2,C2	

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mechanical methods. • Foundation systems that utilize continuous and spread footings are recommended for the support of one- and two-story structures. Foundations for higher structures must be evaluated based on structure design and on-site soil conditions. • Retaining walls shall be constructed to adopted building code standards and inspected by the Building Inspector. • Positive site drainage shall be established during finish grading. Finish lot grading shall include a minimum positive gradient of 2 percent away from structures for a minimum distance of 3 feet and a minimum gradient of 1 percent to the street or other approved drainage course. • Utility trench excavations in slope areas or within the zone of influence of structures should be properly backfilled in accordance with the following: (a) Pipes shall be bedded with a minimum of 6 inches of pea gravel or approved granular soil. Similar material shall be used to provide a cover of at least 1 foot over the pipe. This backfill shall then be uniformly compacted by mechanical means or jetted to a firm and unyielding condition. (b) Remaining backfill may be fine-grained soils. It shall be placed in lifts not exceeding 6 inches in thickness or as determined appropriate, watered, or aerated to near optimum moisture content, and mechanically completed to a minimum of 90 percent of the laboratory maximum density. (c) Pipes in trenches within 5 feet of the top of slopes or on the face of slopes shall be bedded and backfilled with pea gravel or approved granular soils as described above. The remainder of the trench backfill shall comprise typical on-site fill soil mechanically completed as described in the previous paragraph.				
Hazards and Hazardous Materials				
HAZ-1: The grading plans shall indicate methods to address potential contamination discovered during construction, as well as safety considerations for on-site construction personnel and the general public. Details of the plan shall include, but not be limited, to the following: • Procedures for identification of contaminated soil during earthmoving operations;	DPW,BO	B,C,F	A2,B2,C2	

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• Immediate measures to protect workers and the public from exposure to contaminated areas (e.g., fencing or hazard flagging, covering of contaminated soils with plastic, etc.) and prevent migration of the contaminants to the surrounding environment; and • Steps to be taken following initial discovery of contaminated soils. Notification shall be made to the local environmental health officials and the City's construction inspector(s) immediately following identification of previously unknown contamination within the construction area. In the event hazardous substances are encountered during site grading, work shall immediately cease in the area and the property owner/developer shall retain a qualified hazardous materials engineer to assess the impacts and prepare a response plan using risk-based cleanup standards applicable to residential land use. Upon approval of the response plan by the Fire Department or other agency, as applicable, the engineer shall obtain any required permits, oversee the removal of such features and/or conduct the response work to the satisfaction of the Fire Department or other agency, as applicable, until closure status is attained.				
HAZ-2: As part of construction specifications, procedures for the fueling and maintenance of construction vehicles shall be required to minimize the potential for accidental release of hazardous materials. This shall include locating refueling and maintenance areas minimum of 500 feet from occupied residential uses. Drip plans shall be placed under motorized equipment when parked on the site to prevent soil contamination from dripping oil or other fluids.	DPW,BO	C,F	A2,C2	
HAZ-3: Hazardous construction waste management practices are to be implemented pursuant to the Best Management Practices contained in the California Stormwater BMP Handbook (2009)[1] and shall include the following: 1. All hazardous construction wastes as defined by Title 22 Division 4.5, or listed in 40 CFR Pars 110, 117, 261, or 302, including but not limited to petroleum products, concrete curing compounds, palliatives, septic wastes, stains, wood preservatives, asphalt products, pesticides, acids, paints, solvents, roofing tar, sandblasting grid mixed with lead-, cadmium-, or chromium based paints, asbestos, or PCBs, that	DPW,BO	C,F	A2,C2	

[1] California Stormwater Quality Association, 2009 Construction BMP Handbook, 2010, accessed from *https://www.casqa.org/casqastore/entitiy/tabid/169/c-4-best-management-practice-bmp-handbooks.aspx* 3.10.11

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cannot be reused or recycled shall be disposed of by a licensed hazardous waste hauler. 2. Wastes shall be stored in sealed containers constructed of suitable material and shall be labeled as required by Title 22 CCR, Division 4.5 and 49 CFR Parts 172, 173, 178, and 179. 3. Waste containers shall be stored in temporary containment facilities that should comply with the following requirements: a. Temporary containment facility shall provide for a spill containment volume equal to 1.5 times the volume of all containers able to contain precipitation from a 25 year storm event plus the greater of 10 percent of the aggregate volume of all containers or 100 percent of the largest tank within its boundary, whichever is greater. b. Temporary containment facility shall be impervious to the materials stored there for a minimum contact time of 72 hours. c. Temporary containment facilities shall be maintained free of accumulated rainwater and spills. In the event of spills or leaks, accumulated rainwater and spills should be placed into drums after each rainfall. These liquids shall be handled as a hazardous waste unless testing determines them to be non-hazardous. d. Sufficient separation shall be provided between stored containers to allow for spill cleanup and emergency response access. e. Incompatible materials such as chlorine and ammonia shall not be stored in the same temporary containment facility. d. Throughout the rainy season, temporary containment facilities shall be covered during non-working days and prior to rain events. 4. Storage drums shall not be overfilled and wastes should not be mixed. 5. Unless watertight, containers of dry waste shall be stored on pallets. 6. Herbicides and pesticides shall not be over used. Only the amount needed shall be prepared. Apply surface dressings in several small applications as opposed to one large application. Allow time for infiltration and avoid excess material being carried off-site by runoff. Do not apply such chemicals immediately prior to rain events. All persons applying pesticides must be certified in accordance with federal and State				

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regulations. 7. Paint brushes and equipment for water and oil based pants should be cleaned within a contained area and shall not be allowed to contaminate soil, watercourses or drainage systems. Waste paints, thinners, solvents, residues, and sludges that cannot be recycled or reused shall be disposed of as hazardous waste by a licensed hazardous waste hauler. 8. Hazardous waste storage areas on-site shall be located away from storm drains or water courses and way from moving vehicles and equipment to prevent accidental spills. 9. Containment berms shall be used in fueling and maintenance areas and where the potential for spills is high. 10. Potentially hazardous waste shall be segregated from non-hazardous construction site debris. 11. Liquid or semi-liquid hazardous materials shall be stored in appropriate containers and under cover. 12. Hazardous waste collection sites shall be designated on-site away from watercourses and drainage systems, and shall be clearly labeled. 13. Hazardous materials shall be stored in containers and protected from vandalism. 14. All employees and subcontractors shall receive on-site training in hazardous waste storage and disposal procedures. 15. Areas treated with chemicals shall be identified with appropriate warning signage 16. Place a stockpile of spill clean-up materials where it will be readily accessible 17. Inspect and verify that activity-based BMPs are in place prior to the commencement of associated activities. While activities associated with the BMP are underway, BMPs shall be inspected on a weekly basis. 18. A copy of hazardous waste manifests shall be maintained on-site for access by City inspectors.				
HAZ-4 The abandoned well identified in the 2007 Converse Consultant's Technical Memorandum for the Butterfield Specific Plan shall be properly capped and any associated pipeline abandoned and/or removed from the site pursuant to applicable State and federal Guidelines.	DPW,BO	C,D	B2,C2,D2	

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HAZ-5 Prior to issuance of grading permits, the following remediation efforts shall occur: • The batteries, auto parts, tires and the diesel engine observed on the concrete pad next to the well and any associated fuel sources shall be removed and disposed of in compliance with all applicable regulations by waste haulers certified by the State for the handling and disposal of such wastes; • Piles of asphalt debris and inert trash observed in various locations throughout the property shall be removed following their inspection by a hazardous waste consultant and, if required, by a cultural resource consultant, and the material removed and disposed of pursuant to all applicable laws and regulations. • Prior to the removal of any potentially hazardous debris, additional environmental assessment and testing shall be completed pursuant to the recommendations of a certified environmental consultant and appropriate methods of handling and disposal shall be identified and implemented pursuant to existing (or then current) regulations and procedures for any particular hazardous waste or toxic material identified.	DPW,BO	C,F,D	A2,C2,D2	
HAZ-6 The contractor shall ensure that precautions are taken to avoid the Southern California Gas Company pipeline observed crossing the property diagonally from the west-center of the Project site to the southeast corner and that may be present along the alignments of the proposed off-site infrastructure. Such precautions shall include calling Dig Alert prior to any construction activity to determine and mark the exact location of this pipeline and close coordination with Southern California Gas Company to ensure that appropriate measures are taken by SCGC, including potential reduction in pressure and on-site monitoring, to protect both workers and the pipeline from accidental damage during grading activities. The appropriate identification and setbacks shall be maintained in order to ensure the safety of adjacent properties.	DPW,BO	B,C	A2,C2	
HAZ-7: The Applicant shall ensure that the existing high pressure gas line is replaced by the operator with pipeline that is PUC-rated for location in residential areas. Replacement of the pipeline and required relocation shall occur prior to trenching for sewer, water and storm drain within 25 feet of the outer edge of the pipeline easement and/or prior to the issuance of building permits for residences located within 100 feet of the ultimate pipeline alignment and prior to the paving of any roads within the pipeline alignment. Unless directed otherwise by the PUC, wet utility crossings shall observe a minimum ten-foot vertical separation and ten-feet of horizontal separation from the pipeline, given the needed depth of utility services.	DPW,BO	C,D,G	A2,C2	

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Undergrounded electrical services shall observe a minimum 10 foot horizontal separation from the pipeline. The location of the pipeline shall be indicated with appropriate curbside notation and/or monuments at minimum 50-foot intervals along its route and by ground-level monumentation through the golf course, or at intervals required by the PUC.				
HAZ- 8: A permit shall be obtained from the Riverside County Fire Department (Banning Services Unit) and, if required, from the County Department of Environmental Health, prior to installation of any temporary above ground fuel storage tank on the Project site. • A hazardous materials business plan consisting of an owner/operator page, a chemical description/inventory page, and a site map must be submitted with the application for permit. • The storage area shall be kept free of weeds and extraneous combustible material. • Plans must be submitted for approval prior to installation. Aboveground fuel/mixed liquid tanks(s) shall meet the following standard: Tank must be tested and labeled to UL2085 Protected Tank Standard or SwRI 93-01. The test must include the Projectile Penetration Test and the Heavy Vehicle Impact Test. A sample copy of the tank's label from an independent test laboratory must be submitted with the tank plans. • The tank shall be kept 50 feet from buildings and conspicuously marked with the name **DIESEL** and **COMBUSTIBLE – KEEP FIRE AWAY**. • The tank shall be located within a secondary containment area such as earthen berms covered from end to end by a thick mil plastic. Concrete or steel may also be used to provide secondary containment. /show calculations for secondary containment on the Site Plan. • The tank shall be secured to prevent movement on the containment surface or be mounted on metal skids (not on an elevated stilt rack). • The project manager or contractor shall contact the fire department representative for inspections at the time prior to when product is put into the tank to verify compliance, **AND** at the time when the tank is removed from the site to check for evidence of ground contamination.	DPW,BO,FC	B,D	B2,C2,D2 (Hazardous Materials Business Plan)	
HAZ-9: Prior to the approval of Final Tract maps, the City Engineer and Riverside County Fire Department (Banning Services Unit) shall discuss with the Applicant approximate locations of work activities and ingress and egress points in and out of the construction site to assure there	DPW,CE,FC	A,F	B2,C2	

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is adequate access and communications protocols for emergency response vehicles during each of the proposed construction phases.				
HAZ-10: Prior to the issuance of grading permits or road encroachment permits, a Traffic Management Plan providing safety control measures for area-wide streets that would be affected by construction traffic and activities must be prepared by a licensed civil or traffic engineer, to the satisfaction of the City Engineer, that would minimize safety hazards and emergency access impacts. The temporary measures in the Traffic Management Plan could include: flaggers, temporary lane restriping, temporary lanes, caution signs, reduced-speed zones, temporary detours, and other safety and traffic control devices.	DPW,CE	A,B,F	C2,D2	
HAZ-11: All proposed subdivisions within the Specific Plan project area shall be evaluated by the Fire Department to determine whether the Department's Urban-Wildland Interface requirements should be implemented as part of the development. If the Department determines that either an interim or permanent condition of high fire risk would be present, a Fuel Modification Plan that meets the then-current requirements of the Fire Department shall be prepared and shall be approved by the Fire Department prior to recordation of a Final Tract Map. Maintenance of interim fuel modification areas shall be the responsibility of the master Homeowners Association and/or the property owner and/or a LLMP and temporary maintenance easements shall be recorded over interim fuel modification areas. Such easements shall be quitclaimed when the Fire Department determines that additional new development has eliminated the need for fuel modification in these areas.	DPW,FC	A,D,E,F	A2,C2,D2	
HAZ-12: Seed mix used for the temporary re-vegetation of graded areas that will remain as undeveloped open space for a period of 6 months or more shall consist primarily of drought-tolerant grasses that may combine native and non-native species. These mixes include grasses that require little maintenance and do not grow tall, but do provide sufficient vegetative coverage to be effective in controlling wind and water-caused erosion. Defensible spaces as defined by the Fire Department pursuant to Chapter 49 of the California Fire Code shall be maintained around the exposed perimeters of subdivisions abutting un-irrigated grassland and/or chaparral through weed abatement, mowing, and other fuel reduction/modification strategies.	DPW,BO	C,D,E	A2,B2,C2	
HAZ-13: The applicant shall continue to provide annual fuel modification as required by City code. The annual fuel modification (thinning) shall also be conducted in the future development areas south of Highland Home Road extension as needed (which excludes PAs 50,	DPW,BO,FC	C,E	A2,B2,C2	

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51, 52, 60, 61 and 73, which shall remain natural until such time these areas are developed or require infrastructure improvements).				
Hydrology and Water Quality				
HWQ-1: The following measures shall be reflected in applicable Tentative Tract Maps (TTMs), site plans, grading plans, and/or improvement plans to the satisfaction of the City Engineer, prior to applicable plan/permit approval: 1) All building pads within the Specific Plan shall be constructed so that they are free from flood hazard for the 100-year frequency storm by elevating finished floor elevations above the 100-year level of flood protection. 2) The depths of flow in the Project's streets shall not exceed top of curb elevations for the 10-year frequency storm event. 3) Streets shall be oriented to allow for maximum potential conveyance of regional flooding during significant storm events to expedite the passage of storm flows through the Specific Plan area. 4) The Specific Plan will be phased so that 100-year flood protection is ensured in all areas of development. Interim improvements (such as temporary debris basin, earthen channels/berms, check dams, sand bag barriers,, or other temporary BMP and flood protection measures; refer to Mitigation Measure HWQ-1, bullet #6 and 7 below) shall be provided as development progresses to protect against flooding, erosion, siltation, and water quality impacts. 5) All subdivisions implemented as part of the Specific Plan shall be required to detain any incremental increase in drainage within the Project Boundary until the Riverside County Flood Control and Water Conservation District Master Drainage Plan ("Banning" – Zone 5) is fully implemented downstream of the Project site. 6) Construction of each phase shall include an assessment of the size and flow patterns of the adjacent undeveloped areas of the Specific Plan site. Interim phase on-site facilities shall provide developed phases with required flood protection pursuant to Code. 7) Temporary basins shall be constructed to meet detention requirements and earthen channels/berms shall be used to divert and convey flows during construction phases.	DPW,CE,BO	F	C2	

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Noise				
NOI-1: As a condition of approval of all grading and building permits, the Applicant shall comply with the following list of noise reduction measures, subject to inclusion of additional provisions at the discretion of the Building Official as appropriate: • Excavation, grading, and other noise-intensive construction activities related to the proposed Project shall be restricted to the hours of operation allowed under Section 8.44.090.E, Noise Prohibited – Unnecessary Noise Standard – Construction, Landscape Maintenance or Repair, of the City Municipal Code. Any deviations from these standards shall require the written approval of the City Building Official. The days and hours shall also apply to any servicing of equipment and to the movement of materials to and from the site. • The developer shall require, as a condition of contract, that all construction equipment operating on the site be equipped with mufflers and sound control devices (e.g., intake silencers and noise shrouds) no less effective than those provided on the original equipment and no equipment shall have an unmuffled exhaust. • The developer shall require all contractors, as a condition of contract, to maintain and tune-up all construction equipment to minimize noise emissions • Stockpiling and vehicle staging areas shall be located a minimum of 500 feet from occupied residences, and screened from these uses by a solid noise attenuation barrier where necessary to achieve City Municipal Code-required noise attenuation levels. • Solid noise attenuation barriers (temporary barriers or noise curtains) with a sound transmission coefficient (STC) of at least 20 shall be used along Project boundaries adjacent to sensitive receptors, where noise monitoring, performed by a qualified noise monitor, indicates exceedance of City Municipal Code noise levels for more than 15 minutes in any one hour period. • Construction activities that occur outside the allowable hours per City standards 6 PM to 7 AM) shall require approval of the City Building Official based on demonstration of unusual circumstances and avoidance of significant impacts to neighboring sensitive receptors. Construction noise exceeding City standards (i.e., interior noise in excess of 50 dBA or exterior noise in excess of 65 dBA) and statutory time limits is anticipated,	DPW,BO	C,F	A2,C2	

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shall require implementation of additional noise attenuation measures such as temporary noise "curtains" to reduce construction noise to meet City Standards, or offer the affected sensitive receptors the option of temporary relocation at the Developer's expense for the duration of the impact. • All stationary construction equipment (e.g., air compressor, generators, etc.) shall be operated as far away from the residential and institutional uses as practicable. If necessary to meet the City's noise standards, the equipment shall be shielded with temporary sound barriers, sound aprons, or sound skins to the satisfaction of the Building Official. • In areas subject to potentially significant construction noise impacts, the developer shall be required to monitor and document compliance with all applicable noise level limits. • Construction haul routes for large equipment and material import/export shall be specified to minimize the use of routes affecting sensitive receptors (e.g., residential, parks, hospitals, schools, convalescent homes, etc.). Construction phasing for individual subdivisions shall be designed to avoid the need for construction vehicles and related construction traffic to traverse occupied residential neighborhoods. In all cases, trucks shall utilize a route that is least disruptive to sensitive receptors. Construction trucks shall avoid weekday and Saturday AM and PM peak hours (7 AM to 9 AM and 4 PM to 6 PM).				
NOI-2: Prior to the issuance of each grading or building permit, the Applicant shall submit to the Building Official a proposed Construction Noise Monitoring Program to respond to and track complaints pertaining to construction noise, throughout demolition and/or grading. Throughout and/or grading, these measures shall include the following: • A procedure and phone numbers for notifying the City Building and Safety Department staff and Banning Police Department (during regular construction hours and off-hours); • A sign prominently posted on-site containing the permitted construction days and hours and complaint procedures and the name and phone number of the person(s) to notify in the event of a problem. The sign shall also include a listing of both the City and construction contractor's telephone numbers (during regular construction hours	DPW,BO	B,C,F	A2,C2,D2	

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and off-hours); • The designation of an on-site construction complaint and enforcement manager for the Project. The manager shall act as a liaison between the Project and its neighbors. The manager's responsibilities and authority shall include the following: o An active role in monitoring project compliance with respect to noise; o Ability to reschedule noisy construction activities to reduce effects on surrounding sensitive receivers; o Site supervision of all potential sources of noise (e.g., material delivery, construction staging areas, construction workers, debris box pick-up and delivery) for all trades; o Intervening or discussing mitigation options with contractors; and o Conducting a preconstruction meeting shall be held with the job inspectors and the general contractor/on-site project manager to confirm that noise measures and practices (including construction hours, neighborhood notification, posted signs, etc.) are completed.				
NOI-3: The Applicant shall, through contract specifications, prohibit the use of any on-site construction equipment generating greater than 0.049 RMS (greater than 79 VpD) within 25 feet of any sensitive use or limit the use of equipment exceeding this standard to less than 30 events per day.	DPW,BO	C,F	A2,C2	
NOI-4: Prior to the issuance of grading permits or encroachment permits for the improvement of Highland Home Road (aka Meridian Street) between future "D Street" and Wilson Street, an acoustical study shall be completed by the Applicant (using construction-level improvement plans and/or more detailed grading plans) and submitted to the City for review and approval. The acoustical study will specify additional specific noise attenuation measures necessary, if any, to ensure that the City of Banning's exterior and interior noise standards are met at adjacent residential properties. Appropriate attenuation measures could include a solid wall in the landscaped parkway between future Highland Home Road and the existing frontage street.	DPW,BO	C,F	A2,C2,D2	
NOI-5: Prior to the issuance of building permits for non-residential uses (such as commercial areas, wastewater treatment plant, and the golf course clubhouse), the Applicant shall prepare a site-specific construction level noise analysis, analyzing potential on and off site noise impacts, based upon detailed grading plans, improvement plans and site plans. The grading,	DPW,BO	C,F	A2,C2,D2	

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site and/or improvement plans for these uses shall include the location of stationary noise sources, such as loading docks, air conditioning units, trash hauling and trash compactors (noise from trash pickup and compacting results from the use of hydraulic equipment to raise and lower the metal trash bins and to compact their contents), and drive-thru lanes. The noise analysis shall evaluate the potential noise impacts to the existing and proposed noise sensitive homes near the commercial areas of the project. In the event the analysis shows that noise levels for any adjacent sensitive receptor(s) would exceed applicable standards, measures shall be required to reduce noise to levels to within applicable standards, including providing enclosures for stationary sources (such as pump stations and air conditioners), and providing walls or siting to attenuate mobile or stationary sources from receptors (such as loading bays). The analysis shall be subject to review and approval by the City Building Official and shall ensure compliance with applicable exterior and interior noise standards.				
Public Services and Utilities				
PSU-1: Applicant shall communicate and work with the Fire Chief throughout Project development to determine the appropriate timing for a potential addition of a fire response unit (medic squad, fire engine), or the need for a fire station that is conceptually located in PA 60 but could be located in any Planning Area as described within the Specific Plan. When the fire station or a response unit is determined to be necessary, the Applicant shall fund and/or construct the fire response unit and/or fire station and would subsequently be credited the cost of the fire response unit or fire station towards the dedication of fire fees.	FC	C	B2	
PSU-2: The Project shall incorporate the principles of defensible space as defined by the U.S. Department of Housing and Urban Development Office of Policy Development and Research in the design of cluster housing and/or multifamily housing within the proposed Project to reduce the impact of such development on police services. These principles shall be incorporated through inclusion of the following design solutions: • Orienting the front doors and living area windows to the public street without providing "protection" of walls and fencing while providing back doors in these same units that allow access to more secure play areas and open space. • Clustering parking in close proximity to units or the must provide enclosed garages or semi-subterranean parking garages that can be secured. • Providing motion-activated security lighting.	DPW,BO	A,G	C2	

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• Clustering multifamily units around shared courtyard spaces with appropriate amenities that draw residents into the common area and encourage the development of relationships between neighbors through interaction in the public domain (See Oscar Newman, *Creating Defensible Space*, 1996, Institute for Community Design Analysis, US Department of Housing and Urban Development, Office of Policy Development and Research for applicable guidelines and design criteria.)				
PSU-3: The Project shall include potential school sites within the development by designating and setting aside two 11+ acre Planning Areas (i.e., PA 68 for Banning Unified School District and PA 20 for Beaumont Unified School District) to increase available school facilities. (The intent of Mitigation Measure PSU-3 is to initially designate and set aside each of the two 11+ acre Planning Areas, then offer these sites to the School Districts for sale or fee credit. In the event that one or both of the Districts choose to not accept the site, the Applicant may opt to implement the residential overlay on the corresponding school site, which would permit medium-density residential development at 10 du/ac).	CDD	C	B2[4]	
PSU-4: Offsite infrastructure improvements (identified in Section 3.6.3) shall comply with all of the same mitigation measures for onsite facilities, as applicable. Off-site above-ground facilities shall provide for a general biological assessment by a qualified biologist. If sensitive resources are determined to be present, those resources shall be assessed and/or delineated, mitigation measures shall be developed and imposed.	DPW,BO (fair market compensation), CDD (biological assessment)	B,F	C2,D2	
PSU-5: Prior to the issuance of building permits for an onsite satellite WWTP, the City must prepare a site-specific construction-level noise analysis analyzing potential on- and off-site noise impacts. In addition, the analysis shall evaluate the potential noise impacts to existing and proposed sensitive receptors. Construction and implementation of the wastewater treatment plant would require a Conditional Use Permit (CUP) to be approved by the City of Banning, as well as design review of the proposed site plan and building architecture, landscaping and lighting. Compliance with the existing regulations (specified under Impact 4.8-1) and on-going monitoring of the plant's operations would reduce potential impacts associated with the routine use, handling, transport, and storage of hazardous materials.	CDD	G	D2	
PSU-6: The operator of the Butterfield Specific Plan Golf Course shall prepare and implement a Operational Waste Management Plan that incorporates the Best Management Practices for the management of green waste recommended by the Golf Course Superintendent Association of	DPW,BO	E,G	A2,D2	

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America (GCSAA) including separate collection and recycling of green waste by a licensed hauler and recycling facility, on-site use of green waste for landscape mulching, and other methods acceptable to the City and the SCAQMD so as to reduce the facility's impact on landfill capacity.				
Traffic and Transportation				
TRF-1: If not constructed by the City or others, the Applicant shall construct road improvements identified in Table 4.13-9, Summary of Future Improvements ("Existing plus Project" improvements in the City of Banning only). These improvements include portions on Highland Springs Avenue in the City of Beaumont, between I-10 and Brookfield, but exclude locations that are deemed by the affected jurisdiction(s) to be infeasible due to impacts of ROW acquisition. If constructed by the Applicant, the cost of these improvements shall be credited against applicable City fees, and/or shall be eligible for reimbursement agreements with the City and/or third parties. The Improvements listed in Table 4.13-9 shall be consistent with the General Plan Circulation Element.	DPW,CE	A,D	C2	
TRF–2: As part of each Final Tract Map, or appropriate group of maps, the Applicant shall prepare a TIA Validation Report (TVR) based on the criteria provided herein for review and approval by the City Engineer. Final Tract Map approvals resulting in less than 500 p.m. peak hour trips (Exempt Maps) shall not require a TVR unless the cumulative total of prior approved Exempt Maps exceeds 1,000 p.m. peak hour trips since the last TVR. The TVR shall identify which of the Existing Plus Project improvements identified in Table 4.13-9, are required to be constructed for the respective Final Tract Map, to ensure adequate emergency access and satisfactory levels of service. "Existing plus Project" improvements in the City of Banning identified in an approved TVR shall be conditions of Final Tract Map approval. To the extent that any of the improvements mentioned above are included in a fee program, the cost for those improvements, if constructed by the Applicant, will be eligible for fee credits. The ongoing traffic impact assessment program will be based on the p.m. peak-hour trip threshold. The Final Tract Maps' total number of p.m. peak hour trips will be established based on the trip generation listed in Table 4.13-7, Project Trip Generation. If a portion of commercial development and some residential development is included in the Final Tract Map, the total number of trips generated by each use (commercial and residential) will be calculated for the p.m. peak hour and compared to a predefined threshold.	DPW,CE	A,F	C2,D2	

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Mitigation Measure No./ Implementation Action	Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/ Initials
Recognizing the variety of land use options, overlays and permitted or conditionally permitted uses, the TVR will also be used to verify , as the Project builds out, that the Project's total peak hour trips are consistent with the assumptions in the Project TIA.				
TRF-3: Improvement plans shall be prepared for each Project-related offsite traffic improvement and approved by the City Engineer. Improvement plans shall incorporate the following considerations, as applicable: a) Obtain encroachment permit(s) from the applicable jurisdiction(s) for offsite improvements; b) Through creative design techniques, where determined appropriate and consistent with City policy, modify roadway geometry to reduce potential impacts to existing developed areas (such as reduced lane widths, reduced or eliminated medians, reduced turn lane transition zones, and/or shifting intersection approaches to widen intersection quadrants where associated impacts would be reduced); c) Maintain access for existing residences and businesses at all times; d) Replace landscaped areas within the affected parcel and along the parcel frontage wherever practical; e) Assist the affected property owner in re-striping affected parking areas and/or reconfiguring affected driveways to avoid or offset improvement-related impacts; f) Follow applicable Project EIR mitigation measures related to biological resources (i.e., BIO-1 through BIO-5), with respect to minimizing loss of native vegetation, replacement or relocation of mature trees, use of native and/or drought tolerant vegetation in new landscaped areas, and ensuring consistency with applicable MSHCP and regulatory agency permitting provisions; and g) Compensate the affected property owner based on fair market valuation of the acquired ROW in accordance with applicable local, State and federal regulations.	CE	A,G	A2,C2	
TRF-4: The applicant shall pay a fair share toward cumulative impacts not otherwise captured in existing fee programs, funding sources or in lieu improvements noted above, if such a program is in place at the time of building permit issuance, based on project contribution percentages identified in Table 4.13-16.	DPW,BO	A,D	C2	
Water Supply				

Responsible Person	Monitoring Frequency	Method of Verification
CDD – Community Development Director or designee	A - With each new development	A2 - Onsite inspection
CP - City Planner or designee	B - Prior to construction	B2 - Other agency permit/ approval
CE - City Engineer or designee	C - Throughout construction	C2 - Plan check
BO - Building Official or designee	D - On completion	D2 - Separate submittal (e.g., reports/studies/ plans)
PC - Police Captain or designee	E - Operating	
FC - Fire Chief or designee	F - Prior to issuance of grading/building permits	
DPW - Director of Public Works or designee	G - Prior to approval of project plans and/or specifications	

Mitigation Measure No./ Implementation Action	Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/ Initials
WS-1: With respect to the City's Banning, Banning Bench, Banning Canyon, and Cabazon groundwater supplies, the City will: 1) Periodically, conduct a groundwater audit that evaluates groundwater level trends, production rates, groundwater quality or other aquifer/well/pump considerations from the previous year (through use of a on-going groundwater monitoring and data collection system). 2) Develop a groundwater model to allow accurate simulation of groundwater flow and groundwater quality (including potential impacts by recharge of recycled water) in the City of Banning groundwater resource area. Additionally, to avoid injury to other legal users of the Cabazon Basin, the City will: 3) Site any new well so as to not result in material interference to existing wells.	DPW	E	D2	
WS-2: Additionally, to guard against the potential adverse effects of climate change on the City's water supplies, the City will: 1) Continue to manage its imported and surface water supplies conjunctively with its groundwater supplies to maximize opportunities for groundwater storage. 2) Continue to monitor expert technical analyses of the impacts of climate change on surface and groundwater supplies and incorporate any recommendations into the City's water supply planning efforts. 3) Continue to practice and promote integrated flood management. The City will incorporate climate change findings into infrastructure design and continue to integrate water and land use practices, such as encouraging new developments to capture and treat stormwater onsite. New water infrastructure will be designed to operate under a wide range of conditions and will consider climate change impacts. 4) Continue to diversify its portfolio through increased water use efficiency and aggressive demand reductions achieved by existing and new conservation programs. The development and use of a new recycled water supply will further diversity the City's portfolio and reduce potable water demands. 5) Continue to further develop regional alliances with cities, water districts and water agencies to integrate, improve and develop regional water management.	DPW	E	D2	

Responsible Person	Monitoring Frequency	Method of Verification
CDD – Community Development Director or designee	A - With each new development	A2 - Onsite inspection
CP - City Planner or designee	B - Prior to construction	B2 - Other agency permit/ approval
CE - City Engineer or designee	C - Throughout construction	C2 - Plan check
BO - Building Official or designee	D - On completion	D2 - Separate submittal (e.g., reports/studies/ plans)
PC - Police Captain or designee	E - Operating	
FC - Fire Chief or designee	F - Prior to issuance of grading/building permits	
DPW - Director of Public Works or designee	G - Prior to approval of project plans and/or specifications	

Butterfield Specific Plan Project

Addendum Modifications to the Mitigation Monitoring and Reporting Program

Project File No.: _____ **Applicant:** _____

EIR Prepared by: _____ **Date:** _____

Mitigation Measures No./Implementation Action	Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/Initials
Mitigation Measure AQ-7: The following measures shall be implemented during construction to substantially reduce nitrogen oxides (NOx)-related emissions. They shall be included in the Grading Plan, Building Plans, and specifications. • Off-road diesel equipment operators shall be required to shut down their engines rather than idle for more than 5 minutes, and shall ensure that all off-road equipment is compliant with the California Air Resources Board (ARB) in-use off-road diesel vehicle regulations and SCAQMD Rule 2449. • The following note shall be included on all grading plans: "The City shall require construction contractors to utilize diesel powered construction equipment that meets EPA-certified Tier III emissions standards, or higher according to the following: ~~January 1, 2012, to December 31, 2014: All off-road diesel-powered construction equipment greater than 50 hp shall meet Tier 3 off-road emissions standards at a minimum. In addition, all construction equipment shall be outfitted with best available control technology (BACT) devices certified by ARB. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control~~				

~~strategy for a similarly sized engine as defined by ARB regulations.~~ ~~Post-January 1, 2015:~~ All off-road diesel-powered construction equipment greater than 50 hp shall meet the Tier 4 emission standards, where available. In addition, all construction equipment shall be outfitted with BACT devices certified by ARB. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by ARB regulations." • A copy of each unit's certified tier specification, BACT documentation, and ARB or SCAQMD operating permit shall be provided at the time of mobilization of each applicable unit of equipment. • Construction contractors are encouraged to apply for AQMD "SOON" funds. Incentives could be provided for those construction contractors who apply for AQMD "SOON" funds. The "SOON" program provides funds to accelerate clean up of off-road diesel vehicles, such as heavy duty construction equipment. More information on this program can be found at the following website: http://www.aqmd.gov/tao/Implementation/SOONProgram.htm ." • The contractor and the Applicant, if the Applicant's equipment is used, shall maintain construction equipment engines by keeping them tuned and regularly serviced to minimize exhaust emissions, as required by SCAQMD Rules 431.1 and 431.2. • Existing power sources (i.e., power poles) shall be used when available. This measure would minimize the use of higher polluting gas or diesel generators. • Construction parking shall be located on the site where possible and shall be configured to minimize traffic interference.				

• Obstruction of through-traffic lanes shall be minimized by providing temporary traffic controls such as flag persons, cones, and/or signage during all phases of construction when needed to maintain smooth traffic flow. Construction shall be planned so that lane closures on existing streets are kept to a minimum. • A traffic plan shall be developed to minimize traffic flow interference from construction activities. The plan shall specify the times during which construction activities would occur and particular times when travel lanes cannot be blocked (e.g., peak traffic periods as directed by the affected City Engineer). The plans shall provide details regarding the placement of traffic control, warning devices, and detours. As a supplement to the traffic plan, the construction contractor shall coordinate with the affected agency to determine the need for a public information program that would inform area residents, employers, and business owners of the details concerning construction schedules and expected travel delays, detours, and blocking of turning movements lanes at intersections. The public information programs could utilize various media venues (e.g., newspaper, radio, television, telephone hot lines, or internet website, etc.) to disseminate information such as: o Overview of project information o Weekly updates on location of construction zones; o Identification of street(s) affected by construction; o Times when construction activities would occur and when traffic delays, and blockage of intersection turning movements can be expected; and o Identification of alternate routes that could be used to avoid construction delays.				
Mitigation Measure BIO-3: The Applicant shall provide compensatory mitigation for the temporary disturbance to CDFW jurisdictional waters, which includes approximately				

0.41 acre of vegetated riparian habitat, and the temporary disturbance to RWQCB and USACE jurisdiction, none of which consists of jurisdictional wetlands. The mitigation requirements will be determined through applicable regulatory permitting programs of the CDFW, the RWQCB, and the USACE, and shall consist of minimum 1:1 mitigation primarily through onsite restoration within the Smith Creek drainage and other on-site areas, which will be performed concurrently with development of ~~the golf course (Planning Areas [PAs] 35 and 39) or~~ alternative uses within these Planning Areas 35 and 39 (~~the golf course~~/open space ~~PAs~~ uses, including various combinations of parks, trails, native habitat, drainage facilities, water quality improvements, groundwater recharge areas, and wetland mitigation areas).				
Mitigation Measure GHG-2: The Butterfield Specific Plan shall ~~be conditioned to allow the following uses (as reflected on future tract maps and commercial site plans~~), to further promote renewable energy resources, including: • Allowing rooftop solar on all structures, subject to City Municipal Code and related building permit provisions; allowing electric vehicle charging stations at all commercial, park, golf course, multifamily residential, and school areas, subject to a Conditional Use Permit; and allowing hydrogen vehicle fueling stations				
~~**Mitigation Measure PSU-6:** The operator of the Butterfield Specific Plan Golf Course shall prepare and implement an Operational Waste Management Plan that incorporates to the extent feasible the Best Management Practices for the management of green waste recommended by the Golf Course Superintendent Association of America (GCSAA) including separate collection and recycling of green waste by a licensed hauler and recycling facility, on-site use of green waste for landscape mulching, and other methods acceptable to the City~~				

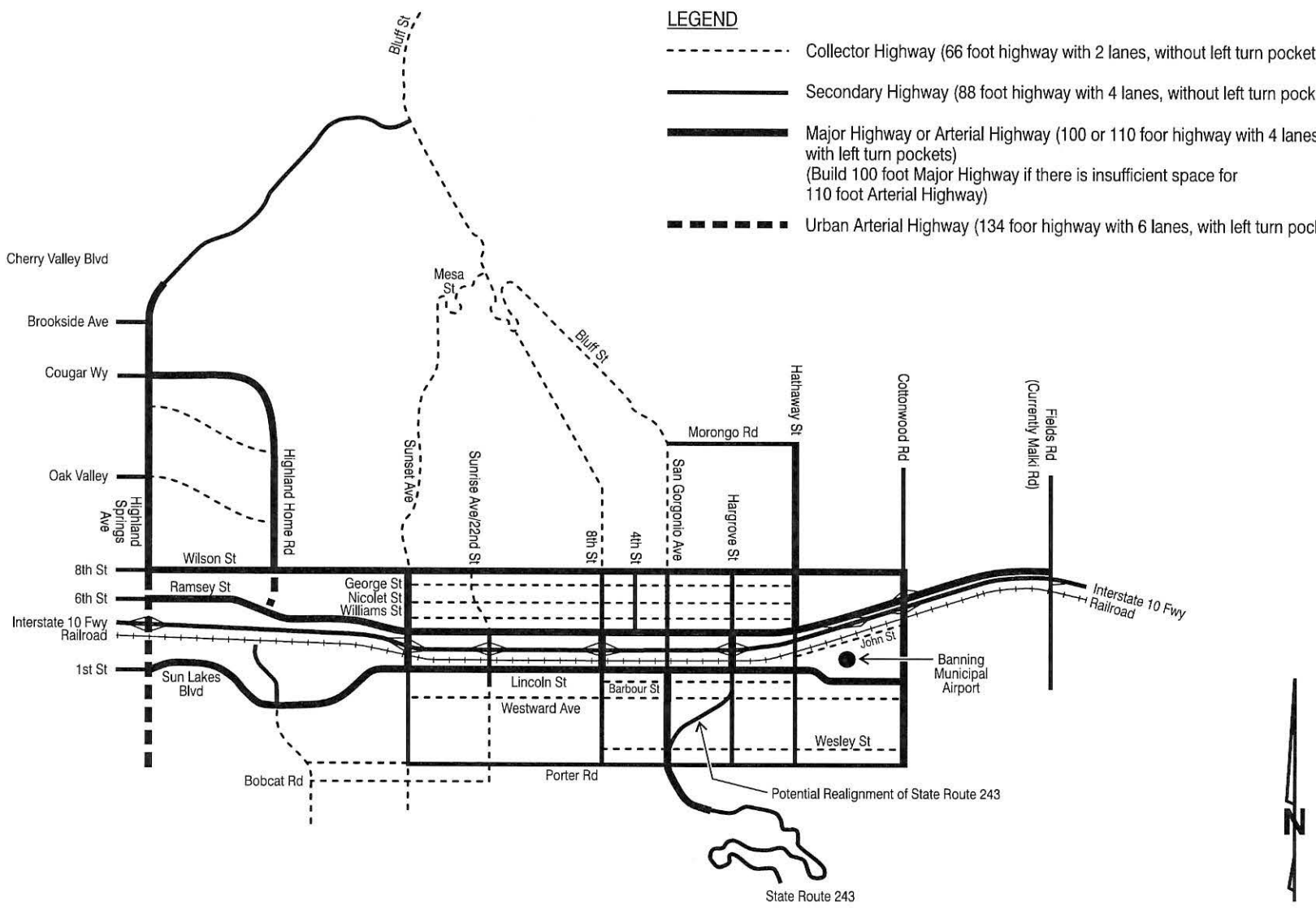
~~and the SCAQMD so as to reduce the facility's impact on landfill capacity.~~				
Mitigation Measure TRF–2: As part of each Final Tract Map, or appropriate group of maps, the Applicant shall prepare a Traffic Impact Analysis Validation Report (TVR) based on the criteria provided herein for review and approval by the City Engineer. Final Tract Map approvals resulting in less than 500 p.m. peak hour trips (Exempt Maps) shall not require a TVR, unless the cumulative total of prior approved Exempt Maps exceeds 1,000 p.m. peak hour trips since the last TVR. The TVR shall identify which of the Existing plus Project improvements identified in Table 4.13-9 are required to be constructed for the respective Final Tract Map, to ensure adequate emergency access and satisfactory levels of service. Improvements identified in an approved TVR shall be conditions of Final Tract Map approval. To the extent that any of the improvements mentioned above are included in a fee program, the cost for those improvements, if constructed by the Applicant, will be eligible for fee credits. The ongoing traffic impact assessment program will be based on the p.m. peak hour trip threshold. The Final Tract Maps' total number of p.m. peak hour trips will be established based on the trip generation listed in ~~Table 4.13-7, *Project Trip Generation*,~~ Table 3.I, *Project Trip Generation Comparison*. If a portion of commercial development and some residential development is included in the Final Tract Map, the total number of trips generated by each use (commercial and residential) will be calculated for the p.m. peak hour and compared to a predefined threshold. Recognizing the variety of land use options, overlays and permitted or conditionally permitted uses, the TVR will also be used to verify , as the Project builds out, that the Project's total peak hour trips are consistent with the assumptions in the project Traffic Impact Analysis.				

Mitigation Measure TRF-4: The Applicant shall pay a fair share toward cumulative impacts not otherwise captured in existing fee programs, funding sources, or in lieu improvements noted above, if such a program is in place at the time of building permit issuance, based on project contribution percentages identified in Table 4.13-16 of the Specific Plan EIR, with the exception of the intersections included in the Project study area for the 2016 Traffic Impact Analysis, as outlined in Table 4.13- 16A.				

Exhibit A
Butterfield Specific Plan Addendum
(Provided under separate cover)
And adopted Mitigation Monitoring
& Reporting Program and Modifications

Addendum and appendices available on City website at
http://www.ci.banning.ca.us/archive.aspx
under Butterfield Specific Plan)

Exhibit B
General Plan Exhibits



Banning General Plan
Proposed General Plan Street System

Exhibit
III-6

Table III-17
Buildout Roadway Classifications

Roadway Classification	Roadway
Urban Arterial Highway (6 lanes with left turn pockets)	Highland Springs from Cherry Valley to Potrero Blvd.
Major or Arterial Highway (4 lanes with left turn pockets)	Highland Home from Highland Springs Avenue to Sun Lakes Blvd. Highland Springs from Cherry Valley Blvd. to Wilson Street Hathaway from Morongo St. to I-10 Sunset from Wilson to Lincoln 8th Street from Ramsey to Lincoln San Gorgonio from Lincoln to south City Limit Hargrave from Ramsey to Lincoln Cottonwood (North – South) from Ramsey to Porter Wilson from Highland Springs to Cottonwood (North – South) Ramsey from Highland Springs to Fields Rd. Sun Lakes/Lincoln from Highland Springs to Cottonwood (North – South)
Secondary Highway (4 lanes without left turn pockets)	Porter from Sunset to Cottonwood (North – South) Sunset from Wilson to Mesa Sunset from Lincoln to Porter 22nd Street from Ramsey to south of Lincoln 8th Street from Wilson to Ramsey 8th Street from Lincoln to Porter 4th Street from Wilson to Ramsey San Gorgonio from Wilson to Lincoln Hargrave from Wilson to Porter Hathaway from Ramsey to Porter Cottonwood (North – South) from Ramsey northward Cottonwood (North – South) from Porter southward Fields Road from end to end

Highland Home Road/-Highland Springs

The extension of Highland Home could connect to the west at Cougar Way in Beaumont. Further, Highland Springs is planned to extend to the northeast to Bluff Street, to provide access to the Black Bench area, and a second connection from the Banning Bench to the City. This connection could also be made through the extension of 18th Street to the northeast.

In all cases, traffic flow will not be significantly affected, insofar as traffic volumes on these streets in this area are not expected to be high. The Recommended General Plan Street System shows these streets in their currently envisioned configuration. However, as development occurs and the feasibility of the extensions is considered, flexibility is included in this General Plan to allow changes to the street system in the future.

At Grade Railroad Crossings

The City has two grade separated railroad crossings at streets with I-10 interchanges. The other four existing or planned interchanges must also be improved to include grade separations, in order to maintain acceptable levels of service. A grade separation is included in the Transportation Uniform Mitigation Fee (TUMF) program for the Sunset Avenue interchange. The others are not in the TUMF program.

The City will need to aggressively pursue grade separations for the railroad tracks at all interchanges. This should include the preparation of feasibility studies, the securing of all available funding, and the cooperation of the development community. Although construction of these facilities may not occur in the near term, the planning must be initiated immediately, in order for the City to be able to implement the construction in the future.

Lincoln Street and Westward avenue west of Sunset Avenue

The 1994 Circulation Element included the extension of both Lincoln and Westward from Highland Home to Sunset. Both these roadways occur currently east of Sunset. West of Highland Home, only one roadway, Sun Lakes Boulevard, currently occurs. The traffic study for this General Plan considered the traffic volumes generated south of I-10 on Sunset, and the potential volumes for Lincoln and Westward east of Sunset. The study found that Westward will have sufficiently low volumes so as to require a 2 lane collector east of Sunset. Lincoln is projected as a Major Highway from Highland Home easterly, as is Sun Lakes Boulevard. Traffic volumes will result in Level of Service (LOS) C or better for both Lincoln and Westward in this area. Therefore, the elimination of Westward west of Sunset will not have a negative effect on east-west traffic south of I-10.

Level of Service Policy

The traffic study for the 2013 General Plan Amendment to revise the city-wide LOS standards, Amendment found that the City will be able to maintain LOS D on City streets. LOS D does not represent a significant degradation in traffic flow. When balancing the need for an efficient traffic system and the widening of streets to accommodate peak hour traffic, it appears that changing the City's requirement from LOS C to LOS D will not result in a significant negative effect.

Exhibit C
Pardee Revised Butterfield Specific Plan
Dated November 216
(provided under separate cover)
And associated Minor Modifications
conditions of approval

Pardee Revised Butterfield Specific Plan
available on City website at
http://www.ci.banning.ca.us/archive.aspx
under Butterfield Specific Plan

PARDEE BUTTERFIELD SPECIFIC PLAN MINOR MODIFICATIONS CONDITIONS OF APPROVAL

COMMUNITY DEVELOPMENT DEPARTMENT

1. Approved Butterfield Specific Plan minor modifications are based upon the plan dated December 2016. The minor modifications include adjustments to the land use plan including:
   - Reservation of Planning Areas (PAs) 60 and 61 as open space rather than the development of 412 dwelling units.
   - Granting a revocable license for hiking, walking, and non-motorized bicycle use and the transport of equipment to the eastern portion of the site.
   - Elimination of the proposed golf course in PA 35 and PA 39, and replacement of the golf course with a central open space recreational area to include parks and open space uses.
   - Reduction in the number of residential units from 5,387 dwelling units to 4,862 dwelling units.
   - Removal of PA 43B in the northwest corner of the Specific Plan area that was outside current Banning city limits and outside of Pardee Homes property ownership, thereby reducing the Specific Plan area from 1,543 acres to 1,528 acres.

2. All original conditions of approval for the approved Butterfield Specific Plan shall remain in effect except as modified by this minor modification approval.

3. On page 1-8, the last bullet shall state that elimination of golf course should be replaced with "active recreational use including biking and pedestrian trails, turnouts for exercise, viewing and educational facilities, all linkable to other tracts, parks and open space, landscaping and providing full public access" as required by Section 8.1.3 of the Development Agreement. This language shall also be added to Section 3.6, Recreation and Open Space.

4. Drainage facilities in the central open space (former golf course) shall be constructed with natural materials or shall be made to appear natural and shall be subject to Design Review approval.

5. All language removing or making trails optional shall be deleted.

ENGINEERING / PUBLIC WORKS DEPARTMENT

6. All entry points to the development from Highland Springs Avenue, Wilson Street and Highland Home Road shall have raised medians (i.e. Highland Home Road/Highland Springs Ave; H Street/Highland Home Road). Revise exhibits as needed.

7. Exhibit 3.3B shall indicate that the Applicant will construct improvements on the east side of Highland Home Road fronting existing homes and shall delete the reference to "improvements by others". The applicant shall provide an exhibit showing the intersection of Highland Home Road and Wilson Street, to the satisfaction of the Public Works Director. There should only be one access road on the north side of this intersection.

8. Meandering sidewalks and dog trails as depicted in the approved plan for the backbone east-west streets shall be provided along the entire road segments of "B" Sreet, "C" Street, "H" Street , "F" Street, and the east-west portion of Highland Home Road.

9. Exhibit 3.3E, Neighborhood Entry shall show 2:1 Min/Max at right of way.

10. Section 3.4, Drainage Plan, shall include the City's retention language: *At a minimum, all development will make provision to store runoff from rainfall events up to and including the one-hundred-year, 3-hour duration event.*

11. The applicant shall provide documentation for the number of proposed storage tanks and storage capacity.

12. The Specific Plan shall include language regarding Chromium treatment facilities needed to serve the development. Section 5.8.1. shall be updated, and it should also be noted that the proposed WWTP site will also double as a site for Chromium-6 treatment facilities (Applicant to revise exhibits as needed).

ADDED CONDITION

13. Specific Plan boundaries shall remain as originally approved.

Attachment 2
Settlement Agreement

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into by and between PARDEE HOMES ("Pardee"), the CITY OF BANNING ("City"), the HIGHLAND SPRINGS RESORT ("Resort"), and CHERRY VALLEY PASS ACRES AND NEIGHBORS and CHERRY VALLEY ENVIRONMENTAL PLANNING GROUP ("CVEPG") (collectively, "CVAN"). The Resort and CVAN may be referred to collectively as "Petitioners." Pardee, City, Resort, and CVAN may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. Pardee filed an application with the City for: General Plan Amendment No. 11-2510; Zone Change No. 11-3501; approval of the Butterfield Specific Plan (SCH No. 2007091149), dated November 21, 2011, which amends and supersedes the Deutsch Property Specific Plan, which was approved and adopted by the City in 1993; and approval of the development agreement for the Butterfield Specific Plan, which amends and supersedes the development agreement for the Deutsche Property Specific Plan. The Butterfield Specific Plan provides for the development of a master planned community consisting of up to 5,387 dwelling units, a golf course and open space, parks and other open space, two school sites, an existing utilities substation, a fire station site, and backbone roadways, among other things.

B. Pursuant to the California Environmental Quality Act ("CEQA"), the City prepared an Environmental Impact Report entitled "Environmental Impact Report for Butterfield Specific Plan" (SCH No. 2007091149).

C. On March 27, 2012, the City passed, approved and adopted Resolution No. 2012-24, certifying the Final Environmental Impact Report for the Butterfield Specific Plan.

D. On April 10, 2012, the City passed, approved and adopted Resolution No. 1450, amending the Deutsch Specific Plan and superseding it with the Butterfield Specific Plan ("Specific Plan"), as well as adopting conditions of approval ("Conditions of Approval") and making certain findings in support thereof. Also on April 10, 2012, the City passed, approved, and adopted Resolution No. 1451, adopting the development agreement for the Specific Plan ("Development Agreement").

E. Together, the General Plan Amendment No. 11-2510, Zone Change No. 11-3501, the Development Agreement, and the Specific Plan, as approved and adopted by the City, are hereinafter referred to collectively as the "Project."

F. On April 26, 2012, the Resort filed a Petition for Writ of Mandate in Riverside County Superior Court (Case No. 1206246) ("Resort Action"), alleging that the City had violated CEQA when it approved the Project. Pardee is named as a real party in interest in the Resort Petition. On April 26, 2012, CVAN filed a Petition for Writ of Mandate in Riverside County Superior Court (Case No. 1206271) ("CVAN Action"), alleging that the City had violated CEQA when it approved the Project. Pardee is named as a real party in interest in the CVAN Action. On May 9, 2012, the Resort and CVAN each filed a Notice of Related Cases. On June 28, 2012, the Parties agreed and stipulated to

consolidate the actions for purposes of trial into a single matter under Riverside County Superior Court Case No. 1206246, which is the lower numbered case. On July 5, 2012, the Court ordered the matters consolidated, and ordered the Resort and CVAN to prepare one administrative record for the consolidated case. The consolidated Resort Action and CVAN Action are hereinafter collectively referred to as the "Action." On September 20, 2013, and again on December 13, 2013, the Court heard oral argument in the Action and took the matter under submission. On December 23, 2013, the Court issued a Statement of Decision. On January 13, 2014, the Parties filed a Stipulation to Stay the Action and Entry of Judgment to allow the Parties adequate time to informally resolve the Action and avoid further litigation.

G. For the purpose of compromising and settling the claims raised in the Action and avoiding the time and expense of further litigation, including but not limited to appeal, the Parties have agreed to settle the Action on the terms described below.

H. Nothing in this Settlement is construed to require an amendment to the Specific Plan, the Development Agreement or any of the associated approvals.

NOW, THEREFORE, in consideration of the mutual covenants, promises, releases representations and warranties contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Agreement

1. Request to Delete Cherry Valley Boulevard Road Extension.

1.1 Pardee agrees not to request an extension of Cherry Valley Boulevard from any agency at any time. Pardee agrees to join Petitioners in a comment letter to the County of Riverside which requests the deletion of the Cherry Valley Boulevard road extension from the County's 2014 General Plan Update (County of Riverside General Plan Amendment No. 960) and any other applicable County plans. A copy of the comment letter regarding the General Plan, which is currently being amended by the County, is attached as Exhibit "A" to this Agreement.

1.2 Pardee agrees to request that the City amend its General Plan to delete the extensions of Brookside Avenue and Cherry Valley Boulevard. Pardee shall apply for the amendment. Because however, the Resort owns some of the property, it acknowledges that it shall cooperate in the processing of the amendment, including but not limited to completing a certified letter of authorization, and any other document required by the City to complete the processing of the amendment. Pardee and Resort agree to share the costs of the application equally and each Party shall bear its own attorneys' fees associated with the development and processing of the application.

1.3 The City further agrees that the City Council will consider Pardee's request for a General Plan Amendment within 365 days of execution of this Agreement. However, the Parties acknowledge that the City's decision about whether to approve the requested General Plan Amendment must comply with all applicable notice and public hearing requirements of the City's planning and zoning laws, the outcome of which cannot be guaranteed. By approving this Agreement, the City does not prejudge the General Plan Amendment and remains free to take whatever action it deems appropriate without liability thereof. In the event the City Council does

not approve the General Plan Amendment despite the Parties' best efforts, Pardee shall not be responsible for re-submitting or taking any further action.

2. Planning Areas 60 and 61.

2.1 Pardee shall not develop Specific Plan Planning Area ("PA") 60 (which includes 205 dwelling units) and PA 61 (which includes 207 dwelling units). PA 60 and 61 shall be preserved in an open space condition, *except* for utility infrastructure (water, sewer, gas, and power) and associated access roads; water tanks; a potential fire station; landscaping, including irrigation; and drainage debris/detention basins and related storm drain appurtenances. Within 90 days of the City's approval of any final map to be recorded for the Project, Pardee shall submit for recording a land use restriction that runs with the land evidencing these development restrictions. Exhibit "B" to this Agreement includes the form of the restrictive covenant to be recorded on Lot 13 of recorded Tract No. 34330, which encompasses PA 60, 61 and 73, but excluding the north half of the proposed extension of Highland Home Road. This form has been approved by the Banning City Attorney.

2.2 The Resort and CVAN acknowledge that standard utilities, including water, sewer, gas, as well as road access, are needed to serve the water tanks and fire station, and that existing power lines may need to be relocated and new, above-ground power lines erected to serve the tanks and fire station. Pardee and the City agree to use their best efforts to locate the water tanks at the approximate latitude of 33.96 north and longitude of 116.93 west, provided that this location meets the City's engineering requirements for the adequate functioning of the water tanks, which determination is subject to confirmation by the City's engineers. In the event that either regulations, geologic features or other limiting factors prohibit placing the water tanks in the identified location, the City will locate the water tanks in the closest feasible location. If more than one alternative location is feasible, preference shall be given to the site that is the farthest north, provided that the costs for construction and operation of the tanks do not significantly exceed that of a site located elsewhere. The City retains authority to make the final decision on tank siting which may be based on factors of utility for the intended purpose and cost.

2.3 Within 120 days of the City's approval of any final map to the be recorded for the Project, Pardee it successor(s) or assignee(s) shall convey to the Resort its successor(s) or assignee(s) by recorded deed the land which is the northerly 44 acres more or less of Lot 13 as described in Exhibit "C" and conceptually shown on Exhibit "D". Such conveyance shall be subject to all existing easements and a land use restriction that runs with the land to preserve the land in a primarily natural state limited to passive use recreational amenities. Exhibit "B" to this Agreement includes the form of the restrictive covenant to be recorded on the land conveyed to the Resort its successor(s) or assign(s). Upon transfer of ownership of the land described in Exhibit "C", the Revocable License Agreement set forth in paragraph 3 of this Agreement shall terminate. In the event the final map is challenged, performance is stayed with regard to the deed restriction and property transfer pending final judicial approval of the map.

(a) Within 180 days of recording the grant deed and to the extent allowed under the existing Southern California Edison easement and by the underlying easement holder, Pardee agrees to construct a wood split rail fence along the southern boundary of the land described in Exhibit "C".

3. Temporary Grant of Hiking Area. Pardee agrees to grant to the Resort, for the benefit of the Resort, a revocable license for hiking, walking and non-motorized bicycle use and the transport of equipment to the eastern portion of the Resort's property for security, maintenance and farming purposes over land described in Exhibit "C" and conceptually shown on Exhibit "D". Exhibit "E" to this Agreement includes the form of the grant of a revocable license which will be recorded within 90 days of entry of judgment dismissing this Action. The Revocable License Agreement shall terminate, if not sooner, upon the recording of a deed transferring ownership of the land described in Exhibit "C" to the Resort or its successor(s) and/or assign(s), subject to the restrictive covenant set forth in Section 2.1, above, and all existing easements. During the term of the license, trail access and use shall not be impaired by the installation of infrastructure within Lot 13 of recorded Tract No. 34330. The Resort and Pardee may agree to an alternative trail alignment if necessary to accommodate allowed infrastructure. In the event the Revocable License Agreement is revoked, Pardee shall have no obligation to provide continuing access or a tie-in trail point.

4. Planning Area 43B. Pardee agrees not to purchase or pursue development of PA 43B at any time.

5. Veteran's Tree. Pardee agrees to relocate the "Veteran's tree" to a prominent location within the Project and near its current location, subject to the City's review of, and agreement to, the proposed location, which will be done simultaneously with the submittal of plans for the road widening necessary for Highland Springs Avenue. Pardee shall utilize the services of a professional arborist for the relocation. If the Veteran's tree does not survive for at least 180 days after relocation and replanting, Pardee agrees to replace it with an oak tree contained in a minimum of a 60-inch box, using the services of a professional arborist.

6. Homeowner-Provided Landscaping. Pardee and the City agree to impose Covenants, Conditions and Restrictions ("CC&Rs") on all residential units within the Project, requiring them to comply with Banning Code section 13.16.030 (inclusive of all subsections), as it may be amended from time to time, notwithstanding the fact that section 13.16.030 does not otherwise apply to homeowner-provided landscaping at single-family and multi-family residences. As is required by the Conditions of Approval and Development Agreement, the form of the CC&Rs is subject to approval by the Banning City Attorney within 30 days of submission by Pardee, and shall be enforceable by City.

7. Non-Potable Project-Related Water Infrastructure. In conformance with the City's requirements, Pardee will fund or construct all Project-related infrastructure and facilities required to allow the Project's use of non-potable water supplies when the City makes non-potable water available to the Project.

8. Availability of Non-Potable Water. Pardee agrees that issuance of building permits for any portion or phase of the Project shall be contingent upon the availability of non-potable water supplies to serve any non-potable demands within the City in an amount greater than or equal to the non-potable demands of the portion of the Project for which building permits are requested. For example, if the portion of the Project to be constructed has a non-potable demand of 250 acre-feet per year (AFY), at least 250 AFY of non-potable supply must first be available to serve non-potable demand somewhere within the City.

9. Elimination of Golf Course. As permitted by the Development Agreement, the Specific Plan, and the Conditions of Approval, Pardee agrees to eliminate the golf course use from the Project. In the previously defined golf course area (PA 35 and PA 39), Pardee will create a recreational area including parks and natural open space and other uses permitted by the Specific Plan and approved by City. This area may also include areas for flood control, drainage and Project-related groundwater recharge.

10. Plumbing. Pardee agrees to install ultra-low flow toilets at 1.28 gallons/flush throughout the Project.

11. Maximum Number of Dwelling Units. Pardee agrees that the Project's total number of dwelling units shall not exceed 4,862.

12. Solar Voltaic Systems. Pardee agrees to install solar voltaic systems (or the equivalent renewable energy generating technology) for multi-family residential developments of 18 units per acre or more with a common wall, throughout the Project consistent with City regulations. Such installation shall occur before a certificate of occupancy is issued for any such multi-family residential development.

13. Electric Vehicle Charging. Pardee agrees to install electric car charging stations in at least 3% of the parking spaces designated for commercial units and multi-family residential units throughout the Project consistent with City regulations. Pardee also agrees to install "plug slots" suitable for electric vehicle charging in the garages of all single-family residential units consistent with City regulations. Such installation shall occur before a certificate of occupancy is issued for any such multi-family residential units and commercial units.

14. Efficiency Standards. Pardee agrees that all developer-installed appliances throughout the Project shall be rated to meet or exceed Energy Star efficiency standards.

15. Ride Sharing Lot Request. Pardee agrees to request a ride sharing lot subject to the approval of the responsible transportation agencies including City. Pardee agrees to request a ride sharing lot within the Project before 1,000 units are built. Pardee will coordinate with the responsible transportation agencies, including seeking the necessary City approvals, if any, to determine the appropriate location, size and number of parking spaces and design for the ride sharing lot.

16. Transportation Coordination. Pardee agrees to coordinate with the Banning Pass Transit Agency, the Riverside Transit Agency, and the City for service within the Specific Plan area on future bus routes and scheduled bus service, which are based upon demand.

17. Resort's and CVAN's Non-Opposition to the Project.

17.1 Both the Resort and CVAN, including their principals and officers and agents, agree to all of the following:

(a) Not to object to or oppose, or to assist any other Party to object to or oppose: (1) the Project; (2) any application or request for any further Project approval, including but not limited to: tentative and final maps, verification of an adequate water supply, substantial conformance review, any additional regulatory approval, and any further review of the Project

under CEQA ("Project Approval"); (3) any minor modification or any non-substantive change to the Project ("Minor Modification"); and (4) any amendment of the Development Agreement or Specific Plan, as long as the land uses and development standards included in the amendment substantially conform to the Development Agreement and Specific Plan. Pardee shall provide Resort and CVAN with notice of any amendment to the Development Agreement, Specific Plan or Mitigation and Monitoring Program.

(b) Not to file, participate in, cooperate in (including transmittal of any concepts, legal theories or work product) or contribute money to any legal claim or action challenging the Project, any Project Approval, or any Minor Project Amendment, or otherwise to seek any other form of judicial relief regarding the Project.

17.2 As used in this Section, "Minor Modification" shall have the same definition as used in Section 10.4 of the Development Agreement. As used in this section, "substantially conforms" means that the changes to the Project would not: include industrial uses; an increase in the height limit; allow any uses identified as prohibited in the Butterfield Specific Plan or Development Agreement; or eliminate mitigation measures included in the mitigation monitoring and reporting program.

17.3 Resort and CVAN's right to object, oppose, or challenge any amendment to the Development Agreement or Specific Plan shall be limited to objecting to, opposing, or challenging only that feature or element of the change that does not substantially conform with the Project or is not a Minor Modification. In no event shall the Project, a Project Approval or Minor Modification give Petitioners any right to object to, oppose, or challenge any element or feature of the Project that falls within the approved Project.

17.4 In the event that any person or entity, in any forum, identifies themselves as a member of, representative of, or otherwise is known to be affiliated with the Resort or CVAN, and also objects to, opposes, or files any legal claim or action challenging the Project, contrary to this section (the "objector"), the Party with whom the objector identifies themselves, or with whom the objector is known to be a member of, representative of, or otherwise affiliated with, shall, within 5 business days following a request from Pardee or the City, make their best effort to provide a written disclaimer that such objector's objection, opposition or challenge is not representative of the Party's position. Failure to provide such disclaimer within 30 days after a request from Pardee or the City, to the extent it is required, shall constitute a breach of this Agreement.

17.5 The Resort and CVAN further agree each to file a letter of non-opposition to the Project with the Riverside County Superior Court which will have continuing jurisdiction over the Action, as provided in Sections 25-26 of this Agreement. The non-opposition letters will be signed by the Authorized Representative for the Resort and CVAN, respectively, as that term is defined in Section 23 of this Agreement. A copy of the form of both non-opposition letters is attached as Exhibit "F" to this Agreement.

17.6 Resort and CVAN agree to use their best efforts to remove from their websites and any social media pages or systems established or sponsored by them any existing objections or opposition to the Project, with the exception of archived press releases and other contemporaneous communications regarding the Project. In the event material(s) cannot be readily removed, Resort and CVAN will agree to post on their websites that they are no longer

opposed to the Project. Resort and CVAN further, agree not to post or add objections to the Project, Project Approvals or Minor Project Amendments to their websites and any social media pages or systems established or sponsored by Petitioners.

17.7 Pardee shall be entitled to enforce this Section 17 by specific performance. Any claim for breach of this provision shall be reviewable in Riverside County Superior Court for a determination of liability and damages and/or reformation of the Agreement which shall include: the right of Pardee and the City to forego any further performance of the terms to this Agreement not yet accomplished, immediate rescission of the Revocable License Agreement for access to portion of Lot 13 of recorded Tract No. 34330, removing the land use restriction on Lot 13 of recorded Tract No. 34330, and such other remedies as may be necessary and appropriate, including without limitation, injunctive and equitable relief. This provision will only apply if the breach is a contributing factor in substantially delaying or preventing future Project approvals, which shall include but not be limited to federal and state approvals, tentative and final map approvals, and infrastructure plans.

17.8 The Parties further acknowledge and agree that at the time that this Agreement is being entered into, it is difficult to ascertain the actual damages in the event of a breach. Because damages related to a breach of the non-opposition provision may be extremely difficult, if not entirely impracticable, to calculate, the Parties have agreed that there should be a liquidated damages amount that they believe would act as a minimum amount of awardable damages should a breach of the non-opposition provisions of this Agreement occur. The agreed to amount of liquidated damages is $1,000 per occurrence. For purposes of calculating an occurrence, each day that a breach of the non-opposition provision continues, after notice of a breach is given and if it is not eliminated within 7 business days, it shall be counted as a new occurrence each and every following day thereafter. The Parties agree that this minimum amount of liquidated damages represents a reasonable endeavor by the Parties to ascertain what the actual damages would be. No actual damages need to be proved in order to recover liquidated damages.

17.9 Notwithstanding the foregoing, this section shall not prohibit the Resort or CVAN from taking such action as necessary to enforce the terms of this Agreement.

18. Confidentiality.

18.1 Except as provided herein, the Resort and CVAN, including their principals and officers, agree to keep confidential all written copies of this Agreement, including all negotiations leading thereto, all term sheets, and all prior drafts and versions of this Agreement. The Resort and CVAN further agree not to disseminate this Agreement or post it on their respective websites in any manner, whether in writing, or electronically (including, but not limited to internet/social media) by or through any agent, attorney, or other representative, including any attorney work product.

18.2 If a court order compels the production of this Agreement, the Parties agree to request that the Agreement be produced to the court only for *in camera* review and that it not made a public court record of any kind.

18.3 The Resort and CVAN further agree to expressly forbid, permanently and irrevocably, their counsel from commenting on the terms and contents of this Agreement and the negotiations leading thereto. The Resort and CVAN will require their counsel to maintain this Agreement, and the terms therein, completely confidential and will not permit their counsel to publicize or disclose the conditions, terms, or contents of this Agreement in any manner, whether in writing, electronically (including, but not limited to internet/social media) or orally, to any person (other than their representatives), unless compelled to do so by law provided that (i) the Party to whom any such legal process is directed promptly (and in no event later than 10 business days after receipt of such legal process) provides written notice and a copy of such legal process to the other parties and to their counsel in accordance with Section 29.10 below; and (ii) prior to the date established by such legal process for the requested disclosure or production, none of the Parties to this Agreement obtains an order from a court or other appropriate entity of competent jurisdiction which forbids all or a portion of the disclosure or production requested by such legal process or except as necessary to effectuate the terms of this Agreement.

18.4 If any third party or media entity inquires as to the existence of this Agreement, or its terms, conditions or contents, the Resort and CVAN shall respond only that the "matters have been resolved."

18.5 Pardee shall be entitled to enforce this Section 18 by specific performance. Any claim for breach of this provision shall be reviewable in Riverside County Superior Court for a determination of liability and damages. The Parties further acknowledge and agree that at the time that this Agreement is being entered into, it is difficult to ascertain the actual damages in the event of a breach. Because damages related to a breach of the confidentiality provision may be extremely difficult to calculate, if not entirely impracticable to calculate, the Parties have agreed that there should be a liquidated damages amount that they believe would act as a minimum amount of awardable damages should a breach of the confidentiality provision of this agreement occur. The agreed to amount of liquidated damages is $500 per occurrence. For purposes of calculating an occurrence, each day that a breach of the confidentiality provision continues, after notice of a breach is given and if it is not eliminated within 7 business days of the notice to the party alleged to be in breach, it shall be counted as a new occurrence each and every following day thereafter. The Parties agree that this minimum amount of liquidated damages represents a reasonable endeavor by the Parties to ascertain what the actual damages would be. No actual damages need to be proved in order to recover liquidated damages.

19. City Approval. The City shall approve this Agreement by way of an agenda item on a public agenda at a regularly noticed City Council meeting in accordance with the Brown Act (Gov. Code, §§ 54950 et seq.), and shall provide copies of the Agreement in accordance therewith, and to persons requesting the Agreement in accordance with the California Public Records Act (Gov. Code, §§ 6250 et seq.)

20. Mutual Release of Claims.

20.1 Each Party to this Agreement hereby now and forever expressly releases and discharges the other Parties, their agents, servants, elected and appointed officials, employees, representatives, predecessors, successors, assigns, assignors, attorneys, and independent contractors, from any and all claims, demands, disputes, controversies, causes of action, damages, rights, liabilities, obligations, costs, and expenses, if any, of whatever character and nature arising under federal, state or local laws, regulations, or ordinances, or arising in equity,

known or unknown, suspected or unsuspected, arising out of or related to the Action ("Release"). The Release set forth above in this section is a release of ALL claims, demands, causes of action, obligations, damages, and liabilities of any nature whatsoever that are described in the Release and is intended to encompass all known and unknown, foreseen and unforeseen claims which the Parties may have as a result of the Action, except for any claims which may arise from the terms of this Agreement and any default occurring after the Effective Date (defined below). Nothing herein shall be construed as waiving or limiting any Party's right to enforce the terms of this Agreement occurring on or after the Effective Date.

20.2 Said Release does not include claims arising from Project build out for any alleged physical property damage, wrongful death or any other personal injury or harm, loss of business or business profits, or emotional distress.

21. Effect of Release; Unknown Claim. The foregoing mutual releases shall be self-executing upon execution of this Agreement and shall extend to all claims, including those that the Parties do not presently know or suspect exist related to the Action. Thus, with respect to the claims that are the subject of the mutual releases set forth in this Agreement, the Parties expressly waive their rights under California Civil Code section 1542, which provides:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."**

The Parties having read and understood Civil Code section 1542, expressly waive and relinquish all rights and benefits afforded by Civil Code section 1542 as it relates to the matters raised in the Action only and do so understanding and acknowledging the significance of this specific waiver.

22. Principals or Officers. To the Parties' enforcement of the terms and conditions of this Agreement, Pardee, the Resort, and CVAN each shall provide the names of each Party's principals or officers and such persons shall be listed in Exhibit "G" to this Agreement. In the event there is a change in Pardee's, the Resort's, or CVAN's principals or officers, such Party shall provide written notification of any new principal or officer to all other Parties within 30 days of a written request by a Party to do so.

23. Authorized Representative. Each Party shall designate a person who is authorized to represent that Party for all purposes under this Agreement ("Authorized Representative"), and Exhibit "H" to this Agreement shall include the name, mailing address, email address, and telephone number of each Party's Authorized Representative. The Resort's Authorized Representative may be one of the persons identified on Exhibit "G". In the event the designated person is no longer authorized to represent the Party, the Party shall provide written notification of a new designee to all other Parties within 30 days of any change pursuant to Section 29.10 of this Agreement.

24. Dispute Resolution. Any controversies, disputes or claims relating to the interpretation or enforcement of any material provision or respective rights, duties or obligations of the Parties under this Agreement shall be subject to written notification to the Party or Parties alleged to have breached this Agreement. The Party in alleged breach shall have 90 days to cure or address the alleged issue. If, at the end of the 90-day period, the Party claiming a breach does not believe the issue or issues are resolved, the Parties shall have the right to extend the cure period. Alternatively, if there is no agreement to extend this period, the aggrieved Party may seek to resolve the matter through mediation using an agreed upon mediator. If, after 120 days, the Parties are unable to resolve the dispute, only then may the aggrieved Party seek judicial relief. A waiver of a breach, failure of condition, or any right or remedy contained in or granted by the provisions of this Agreement is effective only if it is in writing and signed by the Party waiving the breach, failure, right, or remedy.

25. Stipulated Judgment (Dismissal of the Action).

25.1 The Parties agree that the terms of this Agreement, and only the terms of this Agreement, shall constitute the terms of a Stipulated Judgment to be entered in the Action. Within 10 days of the Effective Date, as defined in Section 28 below, the Parties further agree to petition the Riverside County Superior Court jointly for entry of a Stipulated Judgment that is substantially in conformity with the [Proposed] Stipulated Judgment and Order attached as Exhibit "I" to this Agreement. The Stipulated Judgment shall provide that the Action be dismissed with prejudice, and shall provide for the continuing and exclusive jurisdiction of the presiding trial court judge in the Action, Riverside Superior Court Judge Daniel A. Ottolia, with respect to the future performance of the terms of this Agreement pursuant to Code of Civil Procedure section 664.6. (*Wackeen v. Malis* (2002) 97 Cal.App.4th 429, 439-440.) In the event Judge Ottolia is unavailable, the Court shall appoint another Riverside County Superior Court judge who has been appointed to preside over CEQA cases. Counsel for Pardee will coordinate the filing of the [Proposed] Stipulated Judgment and Order and will make available conformed copies to the Resort and CVAN within 3 days of filing. If the court does not enter a stipulated judgment dismissing the Action in substantial conformity with this Agreement, this Agreement shall have no force and effect.

25.2 No Party shall be entitled to file a motion in the Resort Action or CVAN Action pursuant to Code of Civil Procedure section 664.6, except to seek enforcement of the Stipulated Judgment and only after the Party has complied with the dispute resolution provisions provided in Section 24 of this Agreement.

26. Judicial Enforcement of Judgment. The Riverside County Superior Court shall retain jurisdiction to enforce this Agreement under Code of Civil Procedure section 664.6.

27. Compliance with All Laws. Nothing in this Agreement shall be construed to constrain or limit the City's ability to comply with the law, including but not limited to the California Public Records Act.

28. Effective Date. This Agreement is conditioned upon and will take effect only upon approval by each of the Parties, demonstrated by their respective signatures to this Agreement. The date the last of these events occurs constitutes the "Effective Date" of this Agreement.

29. General Provisions.

29.1 Ambiguity. The Parties acknowledge that this Agreement was jointly prepared by them, by and through their respective legal counsel, and any uncertainty or ambiguity existing herein shall not be interpreted against any of the Parties, but otherwise shall be interpreted according to the application of the rules on interpretation of contracts.

29.2 Assistance of Counsel. The Parties each specifically represent that they have consulted to their satisfaction with and received independent advice from their respective counsel prior to executing this Agreement concerning its terms and conditions.

29.3 Authority to Sign. The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized by law and existing; (ii) the signatories are duly authorized to execute and deliver this Agreement on behalf of said Party and to bind that Party, including its directors, officers, members, managers, agents, successors and assigns; (iii) by so executing this Agreement, such Party is formally bound to its provisions; and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said Party is bound.

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

29.5 Enforcement Costs. Should any legal action be required to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that Party may be entitled. As used herein, the "prevailing party" shall be the party determined as such by a court of law pursuant to the definition in Code of Civil Procedure section 1032 (a)(4), as it may be subsequently amended.

29.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties that have executed it, and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied, between the Parties to this Agreement for the Action. The Parties to this Agreement each acknowledge that no representations, inducements, promises, agreements, or warranties, oral or otherwise, have been made by them, or by anyone acting on their behalf, which are not embodied in this Agreement, that they have not executed this Agreement in reliance on any such representation, inducement, promise, agreement or warranty, and that no representation, inducement, promise, agreement or warranty not contained in this Agreement, including, but not limited to, any purported supplements, modifications, waivers, or terminations of this Agreement shall be valid or binding, unless executed in writing by all of the Parties to this Agreement.

29.7 Governing Law and Venue. This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed under the laws of said state without giving effect to conflicts of laws principles. Venue for any action to enforce any claim under this Agreement shall lie solely and exclusively in Riverside County Superior Court, located at 4050 Main Street in Riverside, California.

29.8 Headings. Headings at the beginning of each numbered section of this Agreement are solely for the convenience of the Parties and are not a substantive part of this Agreement.

29.9 Non-Admission of Liability. The Parties acknowledge and agree that this Agreement is a settlement of disputed claims. Neither the fact that the Parties have settled nor the terms of this Agreement shall be construed in any manner as an admission of any liability by any Party hereto, or any of its employees, or an affiliated person(s) or entity/ies.

29.10 Notices. Any notice, demand, request, document, consent, approval, or communication that any Party to this Agreement desires or is required to give to the other Parties or any other person or entity regarding this Agreement shall be in writing and either served personally or sent by prepaid, certified first-class mail, with the exception that attorneys may be notified by electronic mail as indicated below to:

To: PARDEE

Mike Taylor
Division President of Inland Empire
Pardee Homes
2120 Park Place, Suite 120
El Segundo, CA 90245
mike.taylor@pardeehomes.com

With a copy to:

Chris Hallman, General Counsel
Pardee Homes
2120 Park Place, Suite 120
El Segundo, CA 90245
chris.hallman@pardeehomes.com

To: CVAN

Cherry Valley Pass Acres & Neighbors
P.O. Box 3257
Beaumont, CA 92223-1204
ATTN: Ms. Patsy Reeley

With a copy to:

Robert C. Goodman, Esq.
D. Kevin Shipp, Esq.
ROGERS JOSEPH O'DONNELL
311 California Street, 10th Floor
San Francisco, CA 94104
rgoodman@rjo.com
kshipp@rjo.com

To: CITY

City Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220

With a copy to:

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

To: RESORT

Tina Kummerle
President, Highland Springs Resort
10600 Highland Springs Avenue
Beaumont, CA 92223
tina.k@hsresort.com

With a copy to:

Douglas P. Carstens, Esq.
Amy Minteer, Esq.
CHATTEN-BROWN & CARSTENS
2200 Pacific Coast Highway, Suite 318
Hermosa Beach, CA 90254
acm@cbcearthlaw.com
dpc@cbcearthlaw.com

To: CVEPG

Cherry Valley Environmental Planning Group
10065 Frontier Trail
Cherry Valley, CA 92223
ATTN: Mr. Patrick Doherty

With a copy to:

Robert C. Goodman, Esq.
D. Kevin Shipp, Esq.
ROGERS JOSEPH O'DONNELL
311 California Street, 10th Floor
San Francisco, CA 94104
rgoodman@rjo.com
kshipp@rjo.com

29.11 Recitals. The Recitals set forth in the beginning of this Agreement are hereby incorporated into the terms of the Agreement as though set forth in full herein.

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

29.13 Singular and Plural. Whenever required by the context, as used in this Agreement, the singular shall include the plural, and the masculine gender shall include the feminine and the neuter, and the feminine gender shall include the masculine and the neuter.

29.14 Successors and Assigns. This Agreement and all terms and provisions shall inure to the benefit of and be binding upon the heirs, legal representatives, successors, assignees and delegees of the parties hereto. Any heir, legal representative, successor, assignee or delegee shall be fully bound by each and every applicable term and condition of this Agreement, as though a signatory thereto.

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

List of Attachments:

A: Parties' Letter in Support of County Amending General Plan
B: Restrictive Covenant on Lot 13 of recorded Tract No. 34330
C: Proposed Resort Deed - Legal Description
D: Proposed Resort Deed – Graphic Depiction
E: Revocable License Agreement
F. Letter of Non-Opposition from the Resort, CVAN and CVPEG to the Court
G: Parties' Officers or Principals
H: Authorized Representatives and Contact Information
I: [Proposed] Stipulated Judgment

[SIGNATURE PAGES FOLLOW]

PARDEE HOMES

Date: _____

By: _____
Name: ~~Mike Taylor~~ Tim Mitchell
Title: ~~Division~~ President of ~~Inland Empire~~ Pardee Homes

CITY OF BANNING

Date: _____

By: _____
Name: _____
Title: _____

HIGHLAND SPRINGS RESORT

Date: _____

By: _____
Name: Tina Kummerle
Title: President

CHERRY VALLEY PASS ACRES AND NEIGHBORS

Date: _____

By: _____
Name: Patsy Reeley
Title: President

CHERRY VALLEY ENVIRONMENTAL PLANNING GROUP

Date: _____

By: _____
Name: Patrick Doherty
Title: President

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PARDEE HOMES

Date: _____

By:_____
Name: Mike Taylor
Title: Division President of Inland Empire

CITY OF BANNING

Date: _____

By:_____
Name:_____
Title:_____

HIGHLAND SPRINGS RESORT

Date: _____

By:_____
Name: Tina Kummerle
Title: President

CHERRY VALLEY PASS ACRES AND NEIGHBORS

Date: _____

By:_____
Name: Patsy Reeley
Title: President

CHERRY VALLEY ENVIRONMENTAL PLANNING GROUP

Date: _____

By:_____
Name: Patrick Doherty
Title: President

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PARDEE HOMES

Date: _____

By: _____
Name: Mike Taylor
Title: Division President of Inland Empire

CITY OF BANNING

Date: _____

By: _____
Name: _____
Title: _____

HIGHLAND SPRINGS RESORT

Date: _____

By: _____
Name: Tina Kummerle
Title: President

CHERRY VALLEY PASS ACRES AND NEIGHBORS

Date: November 3, 2014

By: _____
Name: Patsy Rockey
Title: President

CHERRY VALLEY ENVIRONMENTAL PLANNING GROUP

Date: November 3, 2014

By: _____
Name: Patrick Doherty
Title: President

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EXHIBIT A

Parties' Letter in Support of County Amending General Plan

November ____, 2014

Via U.S. Mail and E-mail *(klovelad@rctlma.org)*

Kristi Lovelady, Principal Planner
County of Riverside
4080 Lemon Street, 12th Floor
Riverside, CA 92501

Re: General Plan Amendment No. 960
Removal of Extension Cherry Valley Boulevard from Circulation Element

Dear Ms. Lovelady,

On behalf of the Highland Springs Resort, Cherry Valley Pass Acres and Neighbors, the Cherry Valley Environmental Planning Group, and Pardee Homes, we submit these comments on General Plan Amendment No. 960 to request the removal of the extension of Cherry Valley Boulevard east of Highland Springs Avenue to Wilson Street from the Circulation Element of the County General Plan.

The Highland Springs Resort is located in the community of Cherry Valley, within the Pass Area of the County's General Plan. The resort is "a popular conference retreat with a picturesque lodge and convenient connections to surrounding natural features via trail systems." (General Plan Amendment No. 690, Pass Area Plan, p. 9.) Cherry Valley Acres and Neighbors and the Cherry Valley Environmental Planning Group are citizens groups dedicated to preserving the environmental values and unique character of Cherry Valley. As described in the Pass Area Plan, Cherry Valley is a rural community characterized by charming orchards, large-lot residential, agricultural and animal-keeping uses. (General Plan Amendment No. 690, Pass Area Plan, pp. 8-9.) To retain the rural charm, the County LAFCO has designated Cherry Valley as an unincorporated community.

On March 27, 2012, the City of Banning approved Pardee Homes' application for the Butterfield Specific Plan. The Butterfield Specific Plan authorizes 5,387 new residences, parks, schools, commercial uses, and open space on 1,522 acres of undeveloped land located in the northern portion of the City of Banning, east of Highland Springs Avenue. The Specific Plan area is adjacent to the community of Cherry Valley and the Resort's property. The environmental review conducted for the Specific Plan determined that the circulation system approved by the City would satisfy City and County traffic standards, without requiring the future extension of Cherry Valley Boulevard depicted in the Circulation Element. Since its 2012 approval, Pardee Homes has agreed to reduce the number of dwelling units planned for this site to 4,862 units, and remove the proposed golf course from

the project. Given that the City's traffic analyses had already determined that the future extension of Cherry Valley Boulevard was unnecessary, even with 5,387 homes and the golf course, these reductions ensure that the Specific Plan area will be adequately served without the need for extension of Cherry Valley Boulevard. Further, the circulation system and development plan that was approved for the Specific Plan eliminated the Highland Home Road extension to Brookside Avenue, and re-configured traffic through the center of the Specific Plan area, making the extension of Cherry Valley Boulevard unnecessary to the Butterfield Specific Plan development.

In addition, further development in the area is constrained by land use restrictions, agricultural easements, and the San Bernardino National Forest. Accordingly, the Highland Springs Resort, Cherry Valley Acres and Neighbors, Cherry Valley Environmental Planning Group, and Pardee Homes all respectfully request that the County remove the future extension of Cherry Valley Boulevard between Highland Springs Avenue and Wilson Street from the Circulation Element of the Riverside County General Plan.

Sincerely,

Tina Kummerle
President
Highland Springs Resort

Mike Taylor
Division President of Inland Empire
Pardee Homes

Patrick Doherty
President
Cherry Valley Environmental Planning Group

Patsy Reeley
President
Cherry Valley Pass Acres and Neighbors

EXHIBIT B

Restrictive Covenant on Lot 13 of recorded Tract No. 34330

RECORDING REQUESTED BY
Brownstein Hyatt Farber Schreck, LLP

AND WHEN RECORDED, RETURN TO:
Diane De Felice, Esq.
Brownstein Hyatt Farber Schreck, LLP
2049 Century Park East, Suite 3550
Los Angeles, CA 90067-3007
Telephone (310) 500-4600

THIS SPACE RESERVED FOR RECORDER ONLY
(Gov. Code § 27361.6)

RESTRICTIVE COVENANT

This RESTRICTIVE COVENANT (this **Covenant**) is made this _____ day of _____, _____ by Pardee Homes, a California corporation (the **Grantor**), in favor of Highland Springs Resort, a corporation organized under the laws of the State of California. The legal name of the entity is Highland Springs Conference and Training Center, which is doing business as (dba) "Highland Springs Resort," "123 Farm," and "Highland Springs Conference and Training Center" (hereinafter the **Grantee**).

RECITALS

WHEREAS, Grantor received approval from the City of Banning (the **City**) for a master planned community with residential and commercial development situated on a total of approximately 1,543 acres in the City of Banning, State of California which is sometimes known and referred to as the Butterfield Specific Plan Area and is described with specificity in attached Exhibit A and is depicted graphically in attached Exhibit B (the **Development**).

WHEREAS, Grantee owns a commercial resort operation on approximately 2,400 acres of land, some of which are adjacent to and adjoin the Development, and is described with specificity in attached Exhibit C and is depicted graphically in attached Exhibit D (the **Resort**).

WHEREAS, Grantee filed a lawsuit against the City [*Highland Springs Resort v. City of Banning, et al.* (Riverside County Superior Court Case No RIC1206246, Consolidated with Case No. RIC 1206271)] challenging the City's approval of the Development on the grounds that the Environmental Impact Report for the Development failed to consider and address certain significant adverse impacts as required by the California Environmental Quality Act (the **CEQA Litigation**).

WHEREAS, rather than engaging in protracted adversarial proceedings, Grantor and Grantee agreed to settle the CEQA Litigation by, among other things, Grantor's grant of this Covenant over certain portions of the Development, which areas are described with specificity in attached Exhibit E and are depicted graphically in attached Exhibit F (the **Restricted Property**).

WHEREAS, this Covenant is Grantor's agreement to have no structural development on the Restricted Property except as provided in the terms hereinafter.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor covenants and agrees and Grantee accepts as follows:

1. Covenant. Except as otherwise provided in Paragraph 4 below, Grantor covenants and agrees to maintain the Restricted Property in an open, natural and scenic condition with passive use recreational amenities (the **Property Attributes**). This Covenant is intended to be a covenant running with the land under California Civil Code section 1460 et seq.

2. Reserved Rights. Grantor reserves to itself, and to its successors and assigns, all rights accruing from its ownership of the Restricted Property, including the right to perform any act not specifically prohibited or limited by this Covenant and including the right to use the Restricted Property to meet any open space or similar requirements imposed on Grantor by the County, provided such acts do not substantially diminish or impair the Property Attributes of the Restricted Property. Further, Grantor specifically reserves the right to construct certain utility infrastructure and other appurtenances as specifically set forth in Paragraph 4. Grantor's reserved ownership rights which include, but are not limited to, the right to exclude any member of the public from trespassing on the Restricted Property, the right to honor existing easements across the Restricted Property, the right to grant underground utility easements and the right to engage in or permit or invite others to engage in all uses of the Restricted Property that are not expressly prohibited or restricted herein and that do not substantially diminish or impair the Restricted Property's Property Attributes. Without limiting the generality of the foregoing, Grantor also reserves the right to engage in all activities which a landowner is entitled, including its' interest in underlying mineral and water rights, and oil, gas, and other hydrocarbon substances, as well as any recreational activities, all of which are to be enjoyed solely by the Grantor, its successors and assigns and their licensees and permittees, so long as they are undertaken in compliance with applicable state and federal laws and regulations and pursued in a manner that does not substantially diminish or impair the Property Attributes of the Restricted Property. Grantor hereby reserves the right to transfer development rights from the Restricted Property to any other portion of the Development (other than the Restricted Property). Additionally, the Restricted Property may be used for the purpose of calculating permissible development density and/or open space/recreational use credits for the Development generally.

3. Prohibited Acts. Any activity on or use of the Restricted Property inconsistent with the purpose of this Covenant, subject to the provisions of Paragraph 4 below, is expressly prohibited.

4. Permitted Acts. Notwithstanding anything herein to the contrary, Grantor may make the following uses of and improvements to the Restricted Property:

(a) Water Storage Tanks. Grantor may construct on the Restricted Property water storage tanks and public utility facilities as described in the Butterfield Specific Plan. In the event of any contradiction between the terms and provisions of this Covenant and the Butterfield Specific Plan as to public utility and/or infrastructure improvements that exist or to be constructed in the Restricted Property, the terms and provisions of the Butterfield Specific Plan shall supersede and control. Grantor shall use its best efforts to locate the water tanks at the approximate latitude of 33.96 north and longitude of 116.93 west, provided that this location meets the City's engineering requirements for the adequate functioning of the water tanks, which determination is subject to confirmation by the City's engineers. In the event that either regulations, geologic features or other limiting factors prohibit placing the water tanks in the identified location, Grantor shall locate the water tanks in the closest feasible location. If more than one alternative location is feasible, preference shall be given to the site that is the farthest north, provided that the costs for construction and operation of the tanks do not significantly exceed that of a site located elsewhere. The City retains authority to make the final decision on tank siting which may be based on factors of utility for the intended purpose and cost.

(b) Fire Station. Grantor may construct a fire station at the southeast corner of the Restricted Property as contemplated under the Butterfield Specific Plan.

(c) Service Roads. Grantor may construct and/or reconstruct service roads in and across the Restricted Property as necessary or appropriate to access the water storage tanks and public utility facilities, the exact location of which shall be at Grantor's sole discretion.

(d) Utilities. Standard utilities, including water, sewer, gas, as well as road access, are needed to serve the water tanks and fire station.

(e) Power Lines. The existing power transmission lines that cross the Restricted Property may remain and/or be relocated on the Restricted Property. New, above-ground power lines may be erected to serve the tanks and fire station.

(f) Drainage Facilities. Grantor may construct detention basins and other drainage and debris facilities on the Restricted Property as contemplated under the Butterfield Specific Plan.

(g) Landscaping/Irrigation. Grantor anticipates infrastructure will include surrounding landscaping which will include irrigation facilities, and other necessary irrigation as contemplated under the Butterfield Specific Plan.

5. Rights of Grantee. To accomplish the purpose of this Covenant, the following rights are hereby conveyed to Grantee:

(a) To enforce the terms of this Covenant to preserve and protect the Property Attributes of the Restricted Property;

(b) To enter upon the Restricted Property at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Covenant; provided that, except in cases of emergency, such entry shall be upon not less than five (5) day prior written notice to Grantor, in which event Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Restricted Property; and

(c) To prevent any activity on or use of the Restricted Property that is inconsistent with the purpose of this Covenant.

6. Enforcement. If Grantee believes a violation of this Covenant has occurred, Grantee shall notify Grantor in writing of the nature of the alleged violation. Upon receipt of this written notice, Grantor shall either: (a) diligently work to restore the Restricted Property to its condition prior to the violation; or (b) provide a written explanation to Grantee of the reason why the alleged violation should be permitted. If clause (b) above is applicable, the Parties agree to meet as soon as possible to resolve this difference. If a resolution of this difference cannot be achieved at the meeting or within ninety (90) days of written notification of a potential violation, the parties agree to meet with a mediator to attempt to resolve the dispute pursuant to Paragraph 7 of this Covenant below.

(a) Costs. Should any legal action be required to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that party may be entitled. As used herein, the "prevailing party" shall be the party determined as such by a court of law pursuant to the definition in Code of Civil Procedure section 1032 (a)(4), as it may be subsequently amended.

(b) Acts Beyond Grantor's Control. Nothing contained in this Covenant shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Restricted Property resulting from causes beyond Grantor's control or force majeure events, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Restricted Property or to any person resulting from such causes.

7. Dispute Resolution. Any controversies, disputes or claims relating to the interpretation or enforcement of any material provision or respective rights, duties or obligations of the Parties under this Agreement shall be subject to written notification to the party or parties alleged to have breached this Agreement. The party in alleged breach shall have ninety (90) days to cure or address the alleged issue. If, at the end of the 90-day period, the party claiming a breach does not believe the issue or issues are

resolved, the parties shall have the right to extend the cure period. Alternatively, if there is no agreement to extend this period, the aggrieved party may seek to resolve the matter through mediation using an agreed upon mediator. The parties will split the costs for mediation services. If, after one hundred and twenty (120) days, the parties are unable to resolve the dispute, only then may the aggrieved party seek judicial relief. A waiver of a breach, failure of condition, or any right or remedy contained in or granted by the provisions of this Agreement is effective only if it is in writing and signed by the party waiving the breach, failure, right, or remedy.

8. Transfer of Restricted Property. Grantor shall have the right to convey the Restricted Property subject to the terms of this Covenant and assign its rights and obligations under this Covenant to such transferee, provided such transferee expressly agrees to assume the responsibility imposed on Grantor by this Covenant.

9. Perpetual Duration. The restrictions and obligations created by this Covenant shall be a servitude running with the Restricted Property in perpetuity. Every provision of this Covenant that applies to Grantor or Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear; provided, however, (i) that either party's rights and obligations under this Covenant shall terminate (as to such party, but not as to such party's successor, who shall be bound as provided herein) upon a transfer of such party's entire interest in this Covenant or the Restricted Property, except that liability of such transferring party for act or omissions occurring prior to such transfer shall survive the transfer; and (ii) Grantee's rights hereunder are indivisible and may only be assigned to a single person, entity or association, and in no event shall Grantor be responsible and/or liable hereunder to more than one person, entity or association.

10. Notices. Any notices required by this Covenant shall be in writing and shall be personally delivered to or sent by certified mail, return receipt requested, to Grantor and Grantee respectively at the following addresses, unless a party has been notified by the other of a change of address:

Grantor:

Pardee Homes
Attention: Chris Hallman, General Counsel
2120 Park Place, Suite 120
El Segundo, CA 90245

With a copy to:

Brownstein Hyatt Farber Schreck, LLP
Attention: Diane C. De Felice, Esq.
2049 Century Park East, Suite 3550
Los Angeles, CA 90067-3007
ddefelice@bhfs.com

Grantee:

Highland Springs Resort
Attention: Tina Kummerle, President
Highland Springs Resort
10600 Highland Springs Avenue
Beaumont, CA 92223

With a copy to:

Douglas P. Carstens, Esq.
Amy Minteer, Esq.
CHATTEN-BROWN & CARSTENS
2200 Pacific Coast Highway, Suite 318
Hermosa Beach, CA 90254
acm@cbcearthlaw.com
dpc@cbcearthlaw.com

11. Recording. This Covenant shall be recorded by Grantor in the Official Records of the County of Riverside, State of California.

12. Acceptance. Grantee hereby accepts without reservation the rights and responsibilities conveyed by this Covenant.

13. General Provisions.

(a) Ambiguity. The Parties acknowledge that this Agreement was jointly prepared by them, by and through their respective legal counsel, and any uncertainty or ambiguity existing herein shall not be interpreted against any of the Parties, but otherwise shall be interpreted according to the application of the rules on interpretation of contracts.

(b) Amendment. If the circumstances arise under which an amendment to or modification of this Covenant would be appropriate, Grantor and Grantee are free to jointly amend this Covenant. Any amendment must be in writing, signed by both parties, and recorded in the Official Records of the Recorder of Riverside County, California.

(c) Assistance of Counsel. The Parties each specifically represent that they have consulted to their satisfaction with and received independent advice from their respective counsel prior to executing this Agreement concerning its terms and conditions.

(d) Authority to Sign. The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such party is duly organized by law and existing; (ii) the signatories are duly authorized to execute and deliver this Agreement on behalf of said party and to bind that party, including its directors, officers, members, managers, agents, successors and assigns; (iii) by so executing this Agreement, such party is

formally bound to its provisions; and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

(e) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

(f) Change of Conditions. A change in the potential economic value of any use that is prohibited by or inconsistent with this Covenant, or a change in any current or future uses of neighboring properties, shall not constitute a change in conditions that makes it impossible or impractical for continued use of the Restricted Property for open space purposes and shall not constitute grounds for terminating the Covenant.

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

(h) Governing Law and Venue. This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed under the laws of said state without giving effect to conflicts of laws principles. Venue for any action to enforce any claim under this Agreement shall lie solely and exclusively in Riverside County Superior Court, located at 4050 Main Street in Riverside, California.

(i) Joint Obligations. If more than one owner owns the Restricted Property at any time, the obligations imposed by this Covenant upon Grantor shall be joint and several.

(j) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

(k) Non-Merger. No merger shall be deemed to have occurred hereunder or under any documents executed in the future affecting this Covenant or the Restricted Property.

(l) Recitals. The Recitals set forth in the beginning of this Agreement are hereby incorporated into the terms of the Agreement as though set forth in full herein.

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

(n) Successors. The covenants, terms, conditions, and restrictions of this Covenant shall be binding upon, and inure to the benefit of, the parties hereto, and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Restricted Property.

(o) Termination of Rights and Obligations. Although this Covenant shall survive any transfer of the Restricted Property, a party's rights and obligations under this Covenant terminate upon transfer of the party's interest in the Covenant or Restricted Property, except for liability for acts or omissions occurring prior to transfer shall survive transfer.

IN WITNESS WHEREOF, Grantor, intending to legally bind itself, has set its hand on the date first written above.

GRANTOR:	**GRANTEE:**
Pardee Homes	Highland Springs Resort
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

ATTACHMENTS:

Exhibit A – Butterfield Specific Plan Area – Legal Description

Exhibit B – Butterfield Specific Plan Area – Graphic Depiction

Exhibit C – Highland Springs Resort – Legal Description

Exhibit D – Highland Springs Resort – Graphic Depiction

Exhibit E – Restricted Property – Legal Description

Exhibit F – Restricted Property– Graphic Depiction

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IN WITNESS WHEREOF, Grantor, intending to legally bind itself, has set its hand on the date first written above.

GRANTOR:	**GRANTEE:**
Pardee Homes	Highland Springs Resort
By:_____	By: [signature]
Name:_____	Name: Tina Kunzelman
Title:_____	Title: President

ATTACHMENTS:

Exhibit A – Butterfield Specific Plan Area – Legal Description

Exhibit B – Butterfield Specific Plan Area – Graphic Depiction

Exhibit C – Highland Springs Resort – Legal Description

Exhibit D – Highland Springs Resort – Graphic Depiction

Exhibit E – Restricted Property – Legal Description

Exhibit F – Restricted Property– Graphic Depiction

EXHIBIT A

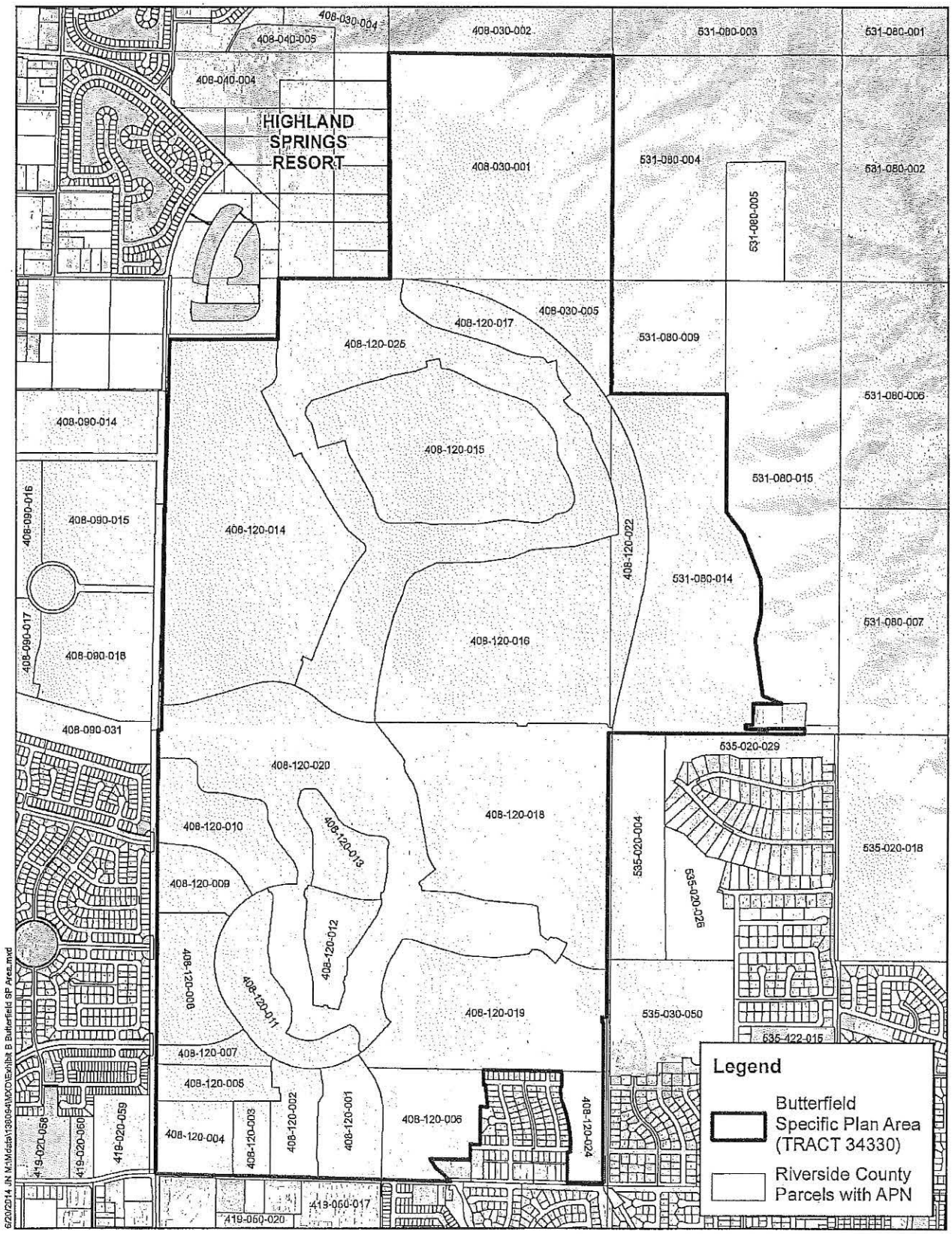
EXHIBIT "A"

LEGAL DESCRIPTION

BUTTERFIELD SPECIFIC PLAN AREA

ALL OF TRACT NO. 34330 IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS SHOWN ON THE MAP FILED IN BOOK 429, PAGES 84 THROUGH 103, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY, CALIFORNIA.

EXHIBIT B



TRACT NO. 34330

RBF CONSULTING A Baker Company

0 750 1,500 Feet

Source: Riverside County GIS, Eagle Aerial 2013

Butterfield Specific Plan Area - Graphic Depiction

Exhibit B

RESTICTIVE COVENANT

EXHIBIT C

EXHIBIT "C"

LEGAL DESCRIPTION

HIGHLAND SPRINGS RESORT

PARCEL 1:

THOSE PORTIONS OF LOTS 19 AND 20 OF GLEN EYRIE HEIGHTS, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PAGE 76 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF OVERLAND TRAIL (LOT J) NORTHEASTERLY OF THE NORTHEASTERLY LINE OF CHERRY VALLEY BLVD. (LOT S), AS SHOWN BY MAP OF TRACT NO. 4636-1 ON FILE IN BOOK 77, PAGES 90 THROUGH 98 THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 2:

LOTS 25, 26, 27, 28, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61 AND 62 OF GLEN EYRIE HEIGHTS, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PAGE 76 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THAT PORTION OF LOTS 25 AND 26 LYING WITHIN TRACT 14209-1 AS PER MAP RECORDED IN BOOK 133, PAGES 33 THROUGH 38 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT THAT PORTION OF LOTS 27, 28, 39, 40 AND 41 LYING SOUTHWEST OF THE FOLLOWING DESCRIBED LINE.

BEGINNING AT THE CENTERLINE INTERSECTION OF CHERRY VALLEY BOULEVARD AND HIGHLAND SPRINGS AVENUE AS SHOWN ON MAP OF TRACT 4636-1 IN BOOK 11, PAGES 90 TO 98 INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 46°25'52" EAST, 1,781.43 FEET TO A POINT ON THE EAST LINE OF LOT 39 IN SAID GLEN EYRIE TRACT, SAID POINT BEING THE SOUTHEAST TERMINUS OF SAID LINE BEING DESCRIBED.

PARCEL 3:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS;

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 25;

THENCE NORTH 89°42'00" EAST, 543.90 FEET ON THE EAST AND WEST CENTERLINE OF SAID SECTION, SAID LINE BEING THE NORTH LINE OF LOT 25 OF GLEN EYRIE HEIGHTS, AS PER MAP RECORDED IN BOOK 8, PAGE 76 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER TO THE SOUTHWEST CORNER OF THAT CERTAIN UN-NUMBERED LOT LYING NORTH AND WEST OF LOT 61 OF SAID GLEN EYRIE HEIGHTS;

THENCE NORTH 28°43'00" EAST, 385.93 FEET ON THE WEST LINE OF SAID UN-NUMBERED LOT TO AN ANGLE POINT THEREON;

THENCE SOUTH 39°00'00" WEST 9.98 FEET;

THENCE SOUTH 89°42'00" WEST, 812.20 FEET TO THE WEST LINE OF SAID SECTION 25;

THENCE SOUTH 01°53'00" WEST, 330.00 FEET ON SAID WEST LINE TO THE POINT OF BEGINNING.

PARCEL 4:

THAT PORTION OF GLEN EYRIE HEIGHTS IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PAGE 76 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTH AND WEST OF LOT 61 OF SAID GLEN EYRIE HEIGHTS AND SHOWN AS AN UN-NUMBERED LOT.

EXCEPT THAT PORTION DESCRIBED BY DEED TO THE GLEN EYRIE MUTUAL WATER COMPANY, A CORPORATION, RECORDED JULY 30, 1934 IN BOOK 181, PAGE 407 OF OFFICIAL RECORDS.

PARCEL 5:

THAT PORTION OF THAT CERTAIN UNNUMBERED LOT LYING NORTH OF LOT 61 OF GLEN EYRIE HEIGHTS, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PAGE 16 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND THAT PORTION OF THE SOUTH HALF OF THE NORTHWEST QUARTER Of SECTION 25, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

THENCE SOUTH 52°38'10" EAST 140.00 FEET;

THENCE SOUTH 37°21'50" WEST, 100.00 FEET;

THENCE SOUTH 81°40'00" EAST, 90.14 FEET;

THENCE NORTH 02°00'00" WEST, 89.92 FEET;

THENCE NORTH 52°38'10" WEST, 85.00 FEET;

THENCE NORTH 37°21'50" EAST, 95.00 FEET;

THENCE SOUTH 52°38'10" EAST, 65.00 FEET TO THE POINT OF BEGINNING.

PARCEL 6:

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY Of RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT ANY PORTION INCLUDED WITHIN THE BOUNDARIES OF GLEN EYRIE HEIGHTS AS PER MAP RECORDED IN BOOK 8, PAGE 76 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDED OF SAID COUNTY.

ALSO EXCEPT THAT PORTION DESCRIBED BY DEED TO THE GLEN EYRIE MUTUAL WATER COMPANY, A CORPORATION, RECORDED JULY 30, 1934 IN BOOK 181, PAGE 407 OF OFFICIAL RECORDS.

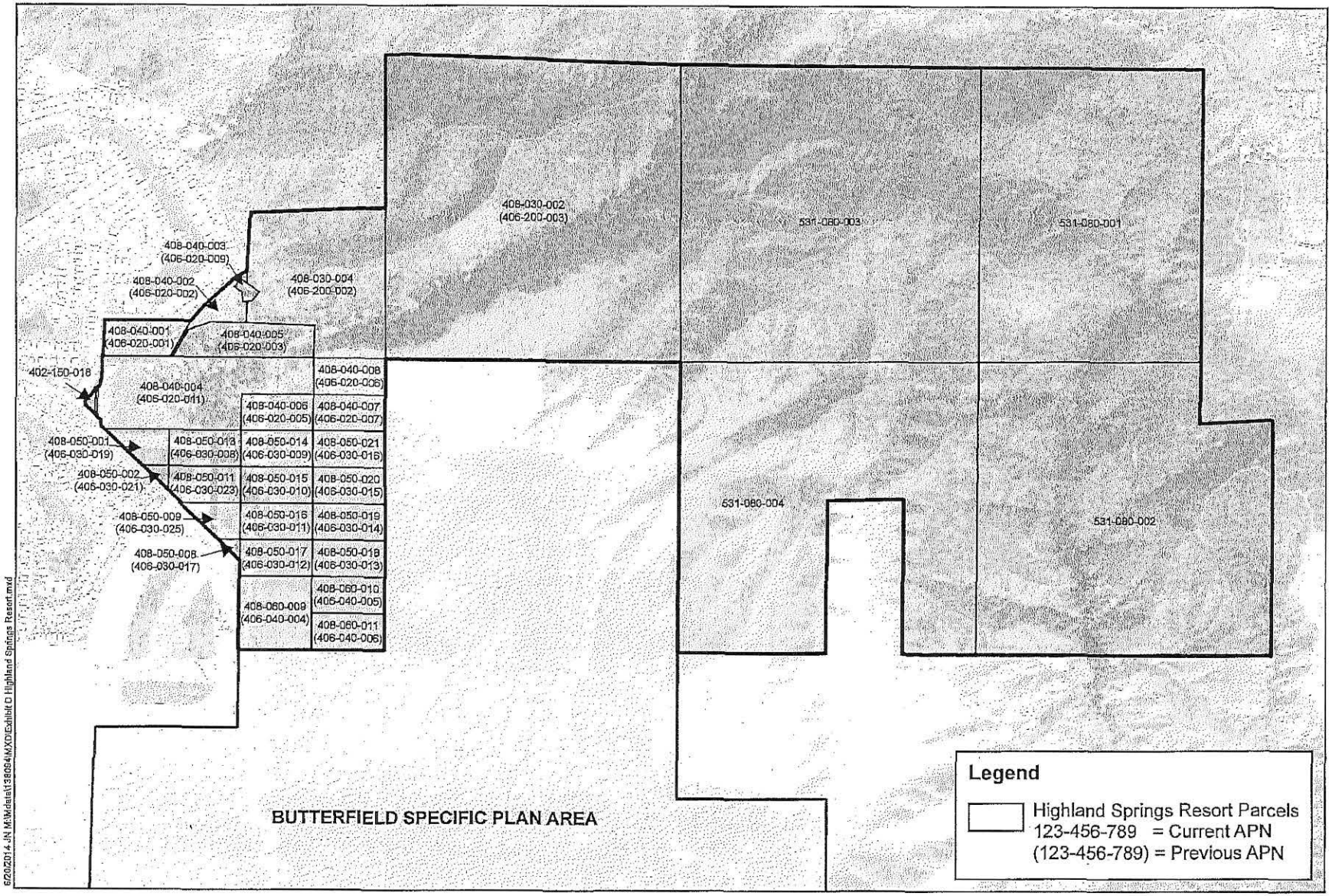
PARCEL 7:

GOVERNMENT LOTS 1, 2, 3 AND 4 IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY Of RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL 8:

THE NORTHWEST QUARTER, THE NORTH-HALF OF THE SOUTHWEST QUARTER, THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, THE WEST-HALF OF THE NORTHEAST QUARTER, THE WEST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER EXCEPT THE NORTHEAST QUARTER OF THE NORTHEAST OF SAID SOUTHEAST QUARTER, ALL OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THL OFFICIAL PLAT THEREOF.

EXHIBIT D



RBF CONSULTING
A Baker Company

HIGHLAND SPRINGS RESORT

Highland Springs Resort - Graphic Depiction

Exhibit D
RESTICTIVE COVENANT

402

EXHIBIT E

EXHIBIT "E"

LEGAL DESCRIPTION
RESTRICTED PROPERTY

In the City of Banning, County of Riverside, State of California, being Lot 13 of Tract No. 34330 as shown on the map recorded in Book 429, Pages 84 through 103, inclusive of Maps in the Office of the County Recorder of said Riverside County, California and lying within Sections 25 and 36, Township 2 South, Range 1 West, San Bernardino Meridian.

EXCEPTING therefrom the southerly 50.00 feet.

CONTAINING: 180.96 acres, more or less.

EXHIBIT "F" attached hereto and by this reference made a part hereof.

This description was prepared
by me or under my direction.

T. E. Verloop

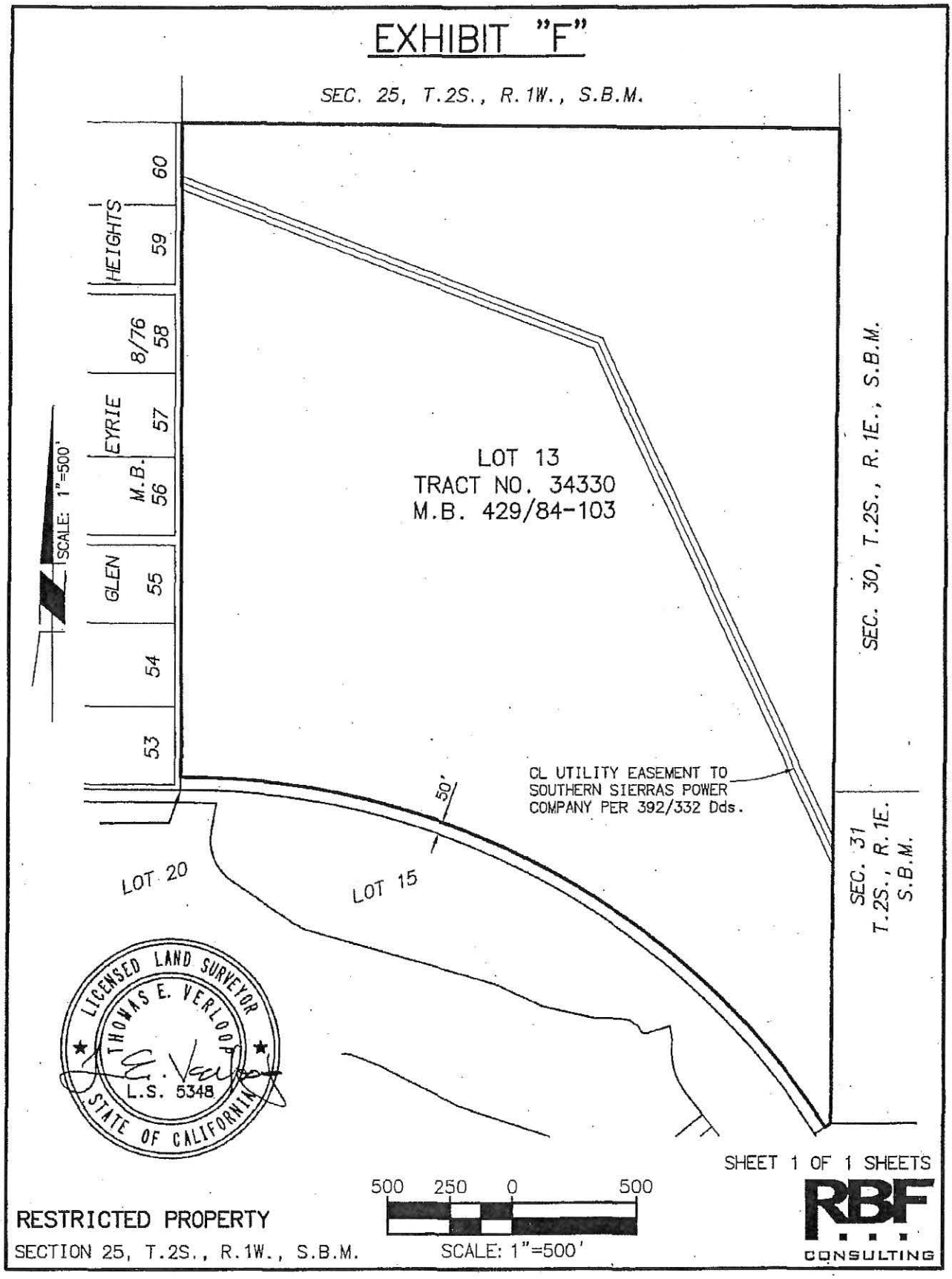
Thomas E. Verloop, PLS 5348

Date: 10/23/2014



EXHIBIT F

EXHIBIT "F"



SHEET 1 OF 1 SHEETS

RESTRICTED PROPERTY

SECTION 25, T.2S., R.1W., S.B.M.

RBF CONSULTING

EXHIBIT C

Proposed Resort Deed – Legal Description

EXHIBIT "C"

LEGAL DESCRIPTION
PROPOSED RESORT DEED

In the City of Banning, County of Riverside, State of California, being that portion of Lot 13 of Tract No. 34330 as shown on the map recorded in Book 429, Pages 84 through 103, inclusive of Maps in the Office of the County Recorder of said Riverside County, California and lying within Sections 25 and 36, Township 2 South, Range 1 West, San Bernardino Meridian, more particularly described as follows:

BEGINNING at the northwest corner of said Lot 13;

Thence along the westerly line of said Parcel 13 South 00°05'41" East 396.35 feet;

Thence leaving said westerly line South 79°46'43" East 325.04 feet to the beginning of a tangent curve concave southwesterly and having a radius of 2790.00 feet;

thence along said curve easterly 315.45 feet through a central angle of 06°28'41";

thence tangent from said curve South 73°18'02" East 493.27 feet to the beginning of a tangent curve concave southwesterly and having a radius of 990.00 feet;

thence along said curve easterly 18.74 feet through a central angle of 01°05'05";

thence tangent from said curve South 72°12'57" East 382.93 feet to the beginning of a tangent curve concave northeasterly and having a radius of 1210.00 feet;

thence along said curve easterly 207.25 feet through a central angle of 09°48'49" to a point of reverse curvature with a curve concave southwesterly and having a radius of 30.00 feet, a radial line of said curve from said point bears South 07°58'14" West;

thence along said curve southeasterly 35.02 feet through central angle of 66°53'01";

thence tangent from said curve South 15°08'45" East 25.41 feet to the beginning of a tangent curve concave northeasterly and having a radius of 55.00 feet;

thence along said curve southeasterly 45.69 feet through a central angle of 47°36'00";

thence tangent from said curve South 62°44'45" East 106.45 feet to the beginning of a tangent curve concave southwesterly and having a radius of 80.00 feet;

thence along said curve southeasterly 57.78 feet through a central angle of 41°22'58";

thence non-tangent from said curve South 89°35'54" East 766.52 feet to the easterly line of said Lot 13;

thence along said easterly line North 00°24'06" East 985.58 feet to the northerly line of said Lot 13;

thence along said northerly line North 89°22'01" West 2649.36 feet to the **POINT OF BEGINNING.**

CONTAINING: 44.35 acres, more or less.

EXHIBIT "D" attached hereto and by this reference made a part hereof.

This description was prepared
by me or under my direction.

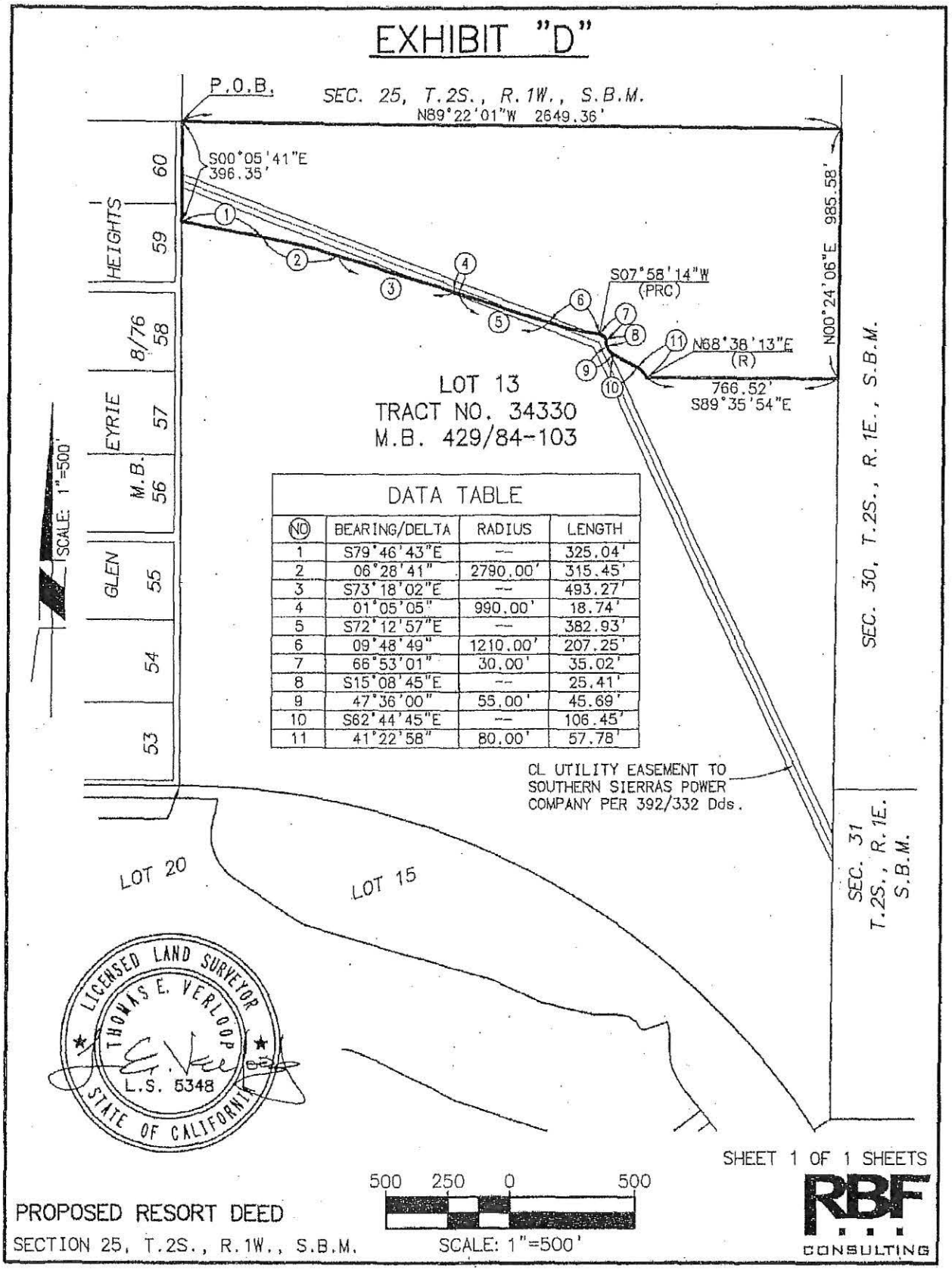
Thomas E. Verloop, PLS 5348 Date: 10/23/2014



EXHIBIT D

Proposed Resort Deed – Graphic Depiction

EXHIBIT "D"



DATA TABLE			
NO	BEARING/DELTA	RADIUS	LENGTH
1	S79°46'43"E	--	325.04'
2	06°28'41"	2790.00'	315.45'
3	S73°18'02"E	--	493.27'
4	01°05'05"	990.00'	18.74'
5	S72°12'57"E	--	382.93'
6	09°48'49"	1210.00'	207.25'
7	66°53'01"	30.00'	35.02'
8	S15°08'45"E	--	25.41'
9	47°36'00"	55.00'	45.69'
10	S62°44'45"E	--	106.45'
11	41°22'58"	80.00'	57.78'

EXHIBIT E

Revocable License Agreement

REVOCABLE LICENSE AGREEMENT

(For Hiking Area Use)

THIS REVOCABLE LICENSE AGREEMENT (the **Agreement**) is made and entered into this ____ day of _____, 2014, by and between Pardee Homes, a California corporation (the **Licensor**), and Highland Springs Resort (the **Licensee**). Licensor and Licensee are sometimes in this Agreement referred to individually as a **Party** and together as the **Parties**.

RECITALS

WHEREAS, Licensor received approval from the City of Banning (the **City**) for a master planned community with residential and commercial development situated on a total of approximately 1,543 acres in the City of Banning, State of California, which is sometimes known and referred to as the Butterfield Specific Plan Area and is described with specificity in attached Exhibit A and is depicted graphically in attached Exhibit B (the **Development**).

WHEREAS, Licensee owns a commercial resort operation on approximately 2,400 acres of land, some of which are adjacent to and adjoin the Development, and is described with specificity in attached Exhibit C and is depicted graphically in attached Exhibit D (the **Resort**).

WHEREAS, Licensee filed a lawsuit against the City [*Highland Springs Resort v. City of Banning, et al.* (Riverside County Superior Court Case No RIC1206246, Consolidated with Case No. RIC 1206271)] challenging the City's approval of the Development on the grounds that the Environmental Impact Report for the Development failed to consider and address certain significant adverse impacts as required by the California Environmental Quality Act (the **CEQA Litigation**).

WHEREAS, rather than engaging in protracted adversarial proceedings, Licensor and Licensee agreed to settle the CEQA Litigation by, among other things, Licensor's grant of this Agreement over certain portions of Lot 13 of recorded Tract No. 34330, including an existing dirt road that is in line with portions of a realigned fifty (50)-foot wide unimproved access easement appurtenant to Southern California Edison's (**SCE**) easement for public utility purposes and maintenance access. For reference purposes only, the easement area is described with specificity in attached Exhibit E and depicted graphically in attached Exhibit F (the **Easement Area**). However, while the hiking area includes portions of the Easement Area, ***the license is limited to the Hiking Area*** (defined below).

WHEREAS, Licensee desires to obtain permission from Licensor to use portions of the Development and portions of the Easement Area for passive recreational uses, limited to hiking, walking, non-motorized bicycle use and the transport of equipment (the **Hiking Area**) as described with specificity in attached Exhibit G and as depicted graphically in attached Exhibit H, and Licensor desires to grant such permission to use the Hiking Area pursuant to the terms of this Agreement.

NOW, THEREFORE, for valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Grant of License**. All recitals are incorporated into this Agreement. Licensor grants to Licensee, and Licensee's employees, agents, guests and invitees, a non-exclusive revocable license pursuant to this Agreement to use the Hiking Area for passive recreational uses, limited to hiking, walking and non-motorized bicycle use and the transport of equipment to the eastern portion of the Licensee's property for security, maintenance and farming purposes. During the term of this Agreement, Licensee shall not install and/or construct any physical improvements, including fencing, landscaping, lighting and/or signage, within the Hiking Area, nor shall it be surfaced or paved.

2. **Licensee's Agreement to Indemnify Licensor**. During the term of this Agreement, Licensee shall indemnify and hold Licensor harmless from any and all costs, loss, damages or expenses, of any kind or nature, arising out of or resulting directly or indirectly from use of the Hiking Area, the entry and/or the activities within or about the Hiking Area by Licensee and/or Licensee's employees, agents, guests and invitees, consistent with California Civil Code 846 which reads as follows:

> An owner of any estate or any other interest in real property, whether possessory or nonpossessory, owes no duty of care to keep the premises safe for entry or use by others for any recreational purpose or to give any warning of hazardous conditions, uses of, structures, or activities on such premises to persons entering for such purpose, except as provided in this section.
>
> A "recreational purpose," as used in this section, includes such activities as fishing, hunting, camping, water sports, hiking, spelunking, sport parachuting, riding, including animal riding, snowmobiling, and all other types of vehicular riding, rock collecting, sightseeing, picnicking, nature study, nature contacting, recreational gardening, gleaning, hang gliding, winter sports, and viewing or enjoying historical, archaeological, scenic, natural, or scientific sites. [Per this Agreement, Hiking Area uses within the Easement Area are limited to hiking, walking, non-motorized bicycle use and the transport of equipment].
>
> An owner of any estate or any other interest in real property, whether possessory or nonpossessory, who gives permission to another for entry or use for the above purpose upon the premises does not thereby (a) extend any assurance that the premises are safe for such purpose; or (b)

constitute the person to whom permission has been granted the legal status of an invitee or licensee to whom a duty of care is owed; or (c) assume responsibility for or incur liability for any injury to person or property caused by any act of such person to whom permission has been granted except as provided in this section.

This section does not limit the liability which otherwise exists (a) for willful or malicious failure to guard or warn against a dangerous condition, use, structure or activity; or (b) for injury suffered in any case where permission to enter for the above purpose was granted for a consideration other than the consideration, if any, paid to said landowner by the state, or where consideration has been received from others for the same purpose; or (c) to any persons who are expressly invited rather than merely permitted to come upon the premises by the landowner.

Nothing in this section creates a duty of care or ground of liability for injury to person or property.

2.1 In the event the Resort obtains releases from its guests, invitees, employees, or agents for activities taking place on either the Resort Property or Hiking Area, the Resort agrees to include Pardee Homes and SCE, successor in interest to Southern Sierras Powers Company, as named entities being released from any and all liability in the event of any injury, damage, and/or destruction of property.

3. Acceptance. Licensee hereby accepts without reservation the rights and responsibilities conveyed by this Agreement.

4. Termination/Revocability. Although this Agreement shall survive Licensor's transfer of that portion of the Development containing the Hiking Area to a third party, the Agreement shall terminate on the first to occur: (i) Licensee's material breach of this Agreement (defined in section 4.1); (ii) transfer of Licensee's ownership interest in the Resort without the transferee agreeing in a writing delivered to Licensor prior to the date of the transfer, to be unconditionally bound by all of the provisions of this Agreement; or (iii) Licensor's transfer of the northern portion of Lot 13 of recorded Tract No. 34330 underlying the Hiking Area by recorded deed to Licensee as set forth in section 2.3 of the Settlement Agreement approved by the parties.

4.1 A breach of this Agreement shall be any act derived from use of the Hiking Area by Licensee and /or Licensee's employees, agents, guests or invitees, which causes or is alleged to cause the personal injury or property damage of another, results in any claim against Pardee for damages or equitable relief, which includes interference with the development of the Project or interference with the existing SCE easement. This provision will only apply if the breach is a contributing factor in substantially delaying or preventing future Project approvals, which shall include but not be limited to federal and state approvals, tentative and final map approvals, and infrastructure plans. (See Settlement Agreement sections 3 and 17.)

5. **Permissive Use**. The right of Licensee, or any person claiming under Licensee who is an employee of Licensee, a documented guest of Licensee or a contractor of Licensee, to make any use whatsoever of the Hiking Area, or any portion thereof (including any uses which are in addition to or other than the use described herein), shall be deemed with permission from, and subject to control of, Licensor.

6. **Miscellaneous Provisions**.

6.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

6.2 Heading and Titles. The captions of the articles or sections of this Agreement are only to assist the parties in reading this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

6.3 Agreement Binding of Successors. The terms and conditions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto, and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Hiking Area.

6.4 Interpretation. Whenever required by the context of this Agreement, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the obligations, conduct, acts or omissions of Licensor or Licensee, the terms "Licensor" or "Licensee" shall include Licensor's or Licensee's officers, agents, employees, contractors, successors, subtenants or assigns. This Agreement shall be construed as though mutually drafted by Licensor and Licensee.

6.5 Severability. If any term or provision of this Agreement shall be held invalid or unenforceable to any extent under any applicable law by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

6.6 Integration and Amendment. This instrument constitutes the entire agreement between Licensor and Licensee relative to the use of the Hiking Area for recreational uses. This Agreement supersedes any prior agreements, negotiations and communications, verbal or written, between Licensor and Licensee pertaining to the issues herein and extinguishes any claim to prescriptive rights over the use of the Hiking Area. This instrument may be amended only by an instrument in writing signed by both Licensor and Licensee.

6.7 Incorporation of Recitals. The introductory recitals set forth above from the material part of this Agreement are incorporated by reference.

6.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6.9 Exhibits. All exhibits attached to this Agreement are incorporated by reference as though fully set forth herein.

6.10 Jurisdiction and Venue. All Parties to this Agreement hereby agree that, unless the other Party consents to or chooses another forum, the state with jurisdiction over any disputes arising out of or relating to this Agreement shall be California, and the sole location for proper venue shall be in Riverside County, California.

6.11 Dispute Resolution – Mandatory Mediation as the Initial Forum. The Parties agree to mediate any and all disputes or claims arising between them relating to this Agreement before resorting to arbitration or court action. The Parties shall mutually agree upon the mediator, who shall be a retired judge, attorney or real estate broker with knowledge and experience in real estate and land use matters. The mediation shall be for a minimum period of eight (8) hours. Mediation fees, if any, shall be divided equally between the Parties. If the mediation is not successful, either of the Parties may pursue legal remedies or, if both Parties agree, binding arbitration. If, for any dispute or claim to which this paragraph applies, any Party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorneys' fees or legal fees, pursuant to Section 6.12, or otherwise, even if such attorneys' fees or legal fees would otherwise be available to that Party in any such action.

6.12 Attorneys' Fees and Costs. If either Party to this Agreement shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Agreement, the losing party shall pay to the prevailing party a reasonable sum for attorney fees incurred in bringing such suit and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment. For the purposes of this section, attorneys' fees shall include, without limitation, attorneys' fees and paralegal fees, costs, and expenses incurred in good faith (regardless of the size of the judgment) incurred in the following: (1) post judgment motions; (2) contempt proceedings; (3) garnishment, levy, and debtor and third party examinations; (4) discovery; and (5) bankruptcy litigation.

6.13 Notices. Any notices required by this Agreement shall be in writing and shall be personally delivered to or sent by certified mail, return receipt requested, to Licensor and Licensee respectively at the following addresses, unless a Party has been notified by the other of a change of address:

To Licensor:

Pardee Homes
Attention: Christopher J. Hallman
Legal Department
2120 Park Place, Suite 120
El Segundo, CA 90245

With a copy to:

Brownstein Hyatt Farber Schreck, LLP
Attn: Diane C. De Felice, Esq.
2049 Century Park East, Suite 3550
Los Angeles, CA 90067-3007
ddefelice@bhfs.com

To Licensee:

Highland Springs Resort
Attention: Tina Kummerle, President
10600 Highland Springs Avenue
Cherry Valley, CA 92223

With a copy to:

Douglas P. Carstens, Esq.
Amy Minteer, Esq.
CHATTEN-BROWN & CARSTENS
2200 Pacific Coast Highway, Suite 318
Hermosa Beach, CA 90254
acm@cbcearthlaw.com
dpc@cbcearthlaw.com

Notice of change of address shall be given by written notice in the manner detailed in this section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first above written.

Pardee Homes		**Highland Springs Resort**	
By:		By:	
Name:		Name:	
Title:		Title:	

Attachments:

Exhibit A – Butterfield Specific Plan Area – Legal Description
Exhibit B – Butterfield Specific Plan Area – Graphic Depiction
Exhibit C – Highland Springs Resort – Legal Description
Exhibit D – Highland Springs Resort – Graphic Depiction
Exhibit E – Easement Area – Legal Description
Exhibit F – Easement Area – Graphic Depiction
Exhibit G – Hiking Area – Legal Description
Exhibit H – Hiking Area – Graphic Depiction

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first above written.

Pardee Homes		**Highland Springs Resort**	
By:	_____	By:	Tim Kummerle
Name:	_____	Name:	Tim Kummerle
Title:	_____	Title:	President

Attachments:

Exhibit A – Butterfield Specific Plan Area – Legal Description
Exhibit B – Butterfield Specific Plan Area – Graphic Depiction
Exhibit C – Highland Springs Resort – Legal Description
Exhibit D – Highland Springs Resort – Graphic Depiction
Exhibit E – Easement Area – Legal Description
Exhibit F – Easement Area – Graphic Depiction
Exhibit G – Hiking Area – Legal Description
Exhibit H – Hiking Area – Graphic Depiction

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EXHIBIT A

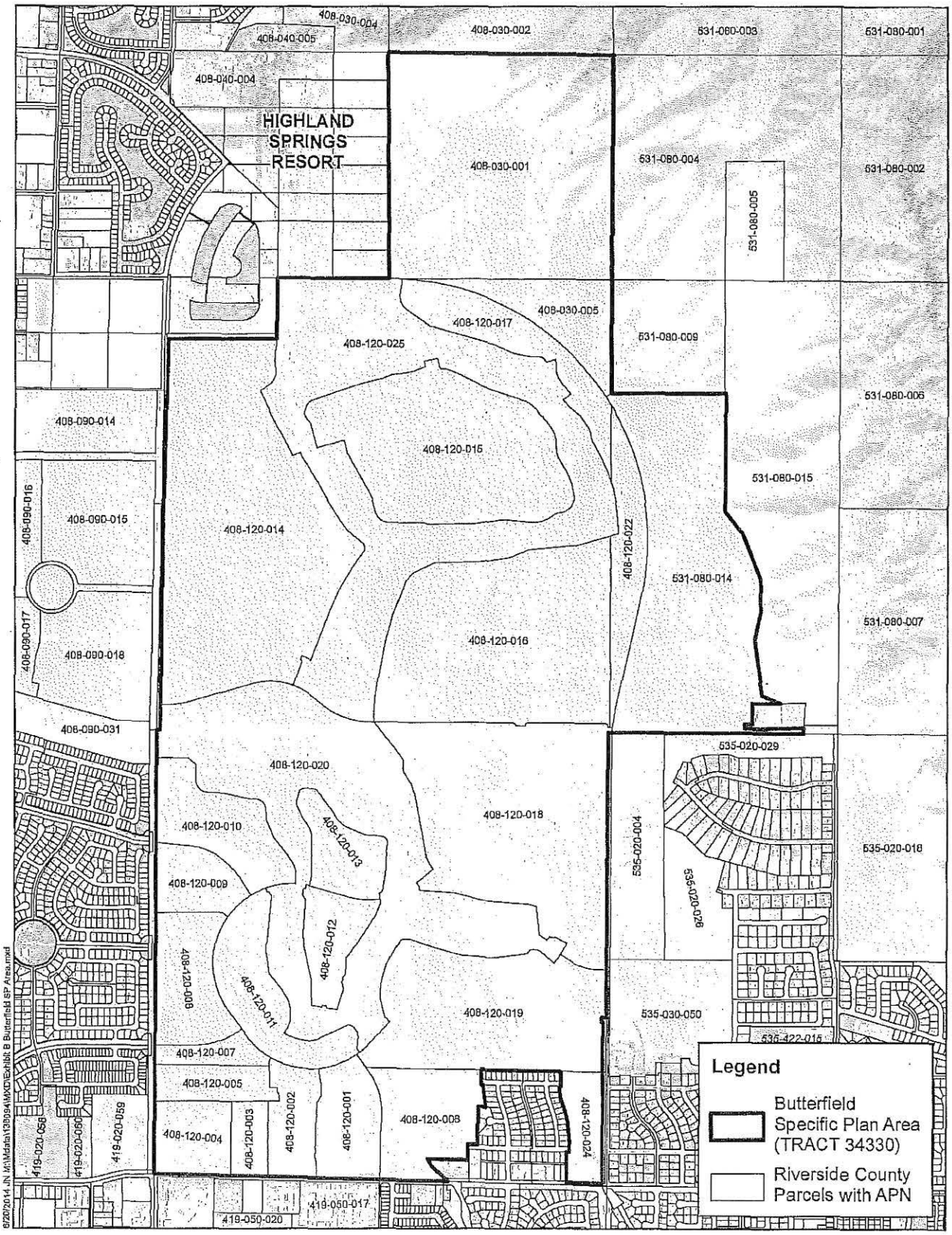
EXHIBIT "A"

LEGAL DESCRIPTION

BUTTERFIELD SPECIFIC PLAN AREA

ALL OF TRACT NO. 34330 IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS SHOWN ON THE MAP FILED IN BOOK 429, PAGES 84 THROUGH 103, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY, CALIFORNIA.

EXHIBIT B



TRACT NO. 34330

RBF CONSULTING
A Baker Company

0 750 1,500 Feet

Source: Riverside County GIS, Eagle Aerial 2013

Butterfield Specific Plan Area - Graphic Depiction

Exhibit B

REVOCABLE LICENSE AGREEMENT

EXHIBIT C

EXHIBIT "C"

LEGAL DESCRIPTION

HIGHLAND SPRINGS RESORT

PARCEL 1:

THOSE PORTIONS OF LOTS 19 AND 20 OF GLEN EYRIE HEIGHTS, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PAGE 76 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF OVERLAND TRAIL (LOT J) NORTHEASTERLY OF THE NORTHEASTERLY LINE OF CHERRY VALLEY BLVD. (LOT S), AS SHOWN BY MAP OF TRACT NO. 4636-1 ON FILE IN BOOK 77, PAGES 90 THROUGH 98 THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 2:

LOTS 25, 26, 27, 28, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61 AND 62 OF GLEN EYRIE HEIGHTS, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PAGE 76 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THAT PORTION OF LOTS 25 AND 26 LYING WITHIN TRACT 14209-1 AS PER MAP RECORDED IN BOOK 133, PAGES 33 THROUGH 38 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT THAT PORTION OF LOTS 27, 28, 39, 40 AND 41 LYING SOUTHWEST OF THE FOLLOWING DESCRIBED LINE.

BEGINNING AT THE CENTERLINE INTERSECTION OF CHERRY VALLEY BOULEVARD AND HIGHLAND SPRINGS AVENUE AS SHOWN ON MAP OF TRACT 4636-1 IN BOOK 11, PAGES 90 TO 98 INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 46°25'52" EAST, 1,781.43 FEET TO A POINT ON THE EAST LINE OF LOT 39 IN SAID GLEN EYRIE TRACT, SAID POINT BEING THE SOUTHEAST TERMINUS OF SAID LINE BEING DESCRIBED.

PARCEL 3:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS;

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 25;

THENCE NORTH 89°42'00" EAST, 543.90 FEET ON THE EAST AND WEST CENTERLINE OF SAID SECTION, SAID LINE BEING THE NORTH LINE OF LOT 25 OF GLEN EYRIE HEIGHTS, AS PER MAP RECORDED IN BOOK 8, PAGE 76 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER TO THE SOUTHWEST CORNER OF THAT CERTAIN UN-NUMBERED LOT LYING NORTH AND WEST OF LOT 61 OF SAID GLEN EYRIE HEIGHTS;

THENCE NORTH 28°43'00" EAST, 385.93 FEET ON THE WEST LINE OF SAID UN-NUMBERED LOT TO AN ANGLE POINT THEREON;

THENCE SOUTH 39°00'00" WEST 9.98 FEET;

THENCE SOUTH 89°42'00" WEST, 812.20 FEET TO THE WEST LINE OF SAID SECTION 25;

THENCE SOUTH 01°53'00" WEST, 330.00 FEET ON SAID WEST LINE TO THE POINT OF BEGINNING.

PARCEL 4:

THAT PORTION OF GLEN EYRIE HEIGHTS IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PAGE 76 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTH AND WEST OF LOT 61 OF SAID GLEN EYRIE HEIGHTS AND SHOWN AS AN UN-NUMBERED LOT.

EXCEPT THAT PORTION DESCRIBED BY DEED TO THE GLEN EYRIE MUTUAL WATER COMPANY, A CORPORATION, RECORDED JULY 30, 1934 IN BOOK 181, PAGE 407 OF OFFICIAL RECORDS.

PARCEL 5:

THAT PORTION OF THAT CERTAIN UNNUMBERED LOT LYING NORTH OF LOT 61 OF GLEN EYRIE HEIGHTS, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PAGE 16 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND THAT PORTION OF THE SOUTH HALF OF THE NORTHWEST QUARTER Of SECTION 25, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

THENCE SOUTH 52°38'10" EAST 140.00 FEET;

THENCE SOUTH 37°21'50" WEST, 100.00 FEET;

THENCE SOUTH 81°40'00" EAST, 90.14 FEET;

THENCE NORTH 02°00'00" WEST, 89.92 FEET;

THENCE NORTH 52°38'10" WEST, 85.00 FEET;

THENCE NORTH 37°21'50" EAST, 95.00 FEET;

THENCE SOUTH 52°38'10" EAST, 65.00 FEET TO THE POINT OF BEGINNING.

PARCEL 6:

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY Of RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT ANY PORTION INCLUDED WITHIN THE BOUNDARIES OF GLEN EYRIE HEIGHTS AS PER MAP RECORDED IN BOOK 8, PAGE 76 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDED OF SAID COUNTY.

ALSO EXCEPT THAT PORTION DESCRIBED BY DEED TO THE GLEN EYRIE MUTUAL WATER COMPANY, A CORPORATION, RECORDED JULY 30, 1934 IN BOOK 181, PAGE 407 OF OFFICIAL RECORDS.

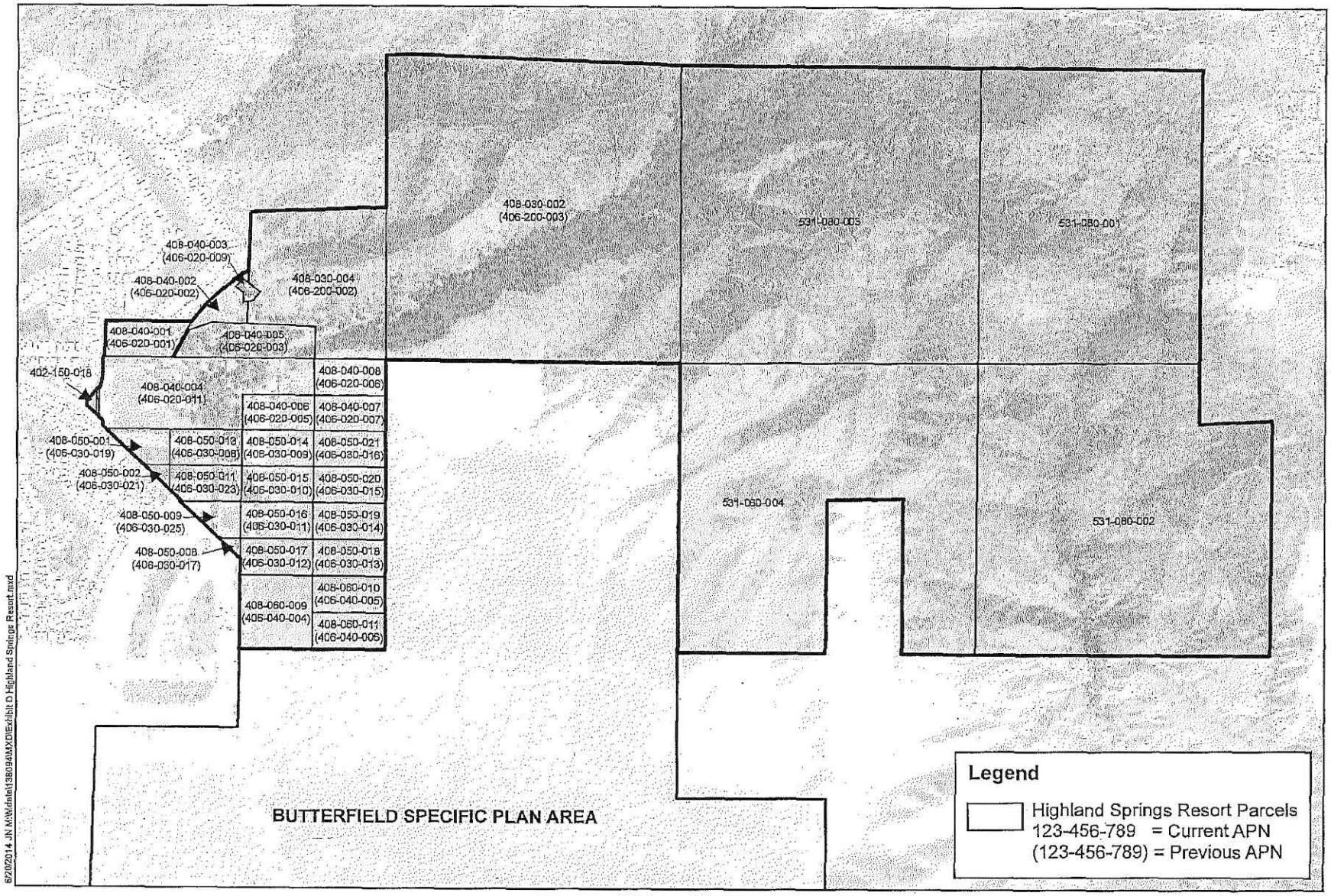
PARCEL 7:

GOVERNMENT LOTS 1, 2, 3 AND 4 IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY Of RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL 8:

THE NORTHWEST QUARTER, THE NORTH-HALF OF THE SOUTHWEST QUARTER, THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, THE WEST-HALF OF THE NORTHEAST QUARTER, THE WEST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER EXCEPT THE NORTHEAST QUARTER OF THE NORTHEAST OF SAID SOUTHEAST QUARTER, ALL OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THL OFFICIAL PLAT THEREOF.

EXHIBIT D



HIGHLAND SPRINGS RESORT

Highland Springs Resort - Graphic Depiction

Exhibit D
REVOCABLE LICENSE AGREEMENT

EXHIBIT E

EXHIBIT "E"

LEGAL DESCRIPTION

EASEMENT AREA

In the City of Banning, County of Riverside, State of California, being that portion of Lot 13 of Tract No. 34330 as shown on the map recorded in Book 429, Pages 84 through 103, inclusive of Maps in the Office of the County Recorder of said Riverside County, California, lying within that certain utility easement, 50.00 feet in width, granted to Southern Sierras Power Company recorded April 28, 1914 in Book 392, Page 332 of Deeds, in the Office of said Riverside County Recorder and also lying within Sections 25 and 36, Township 2 South, Range 1 West, San Bernardino Meridian.

CONTAINING: 4.62 acres, more or less.

EXHIBIT "F" attached hereto and by this reference made a part hereof.

This description was prepared
by me or under my direction.

T. E. Verloop

Thomas E. Verloop, PLS 5348 Date: 10/23/2014

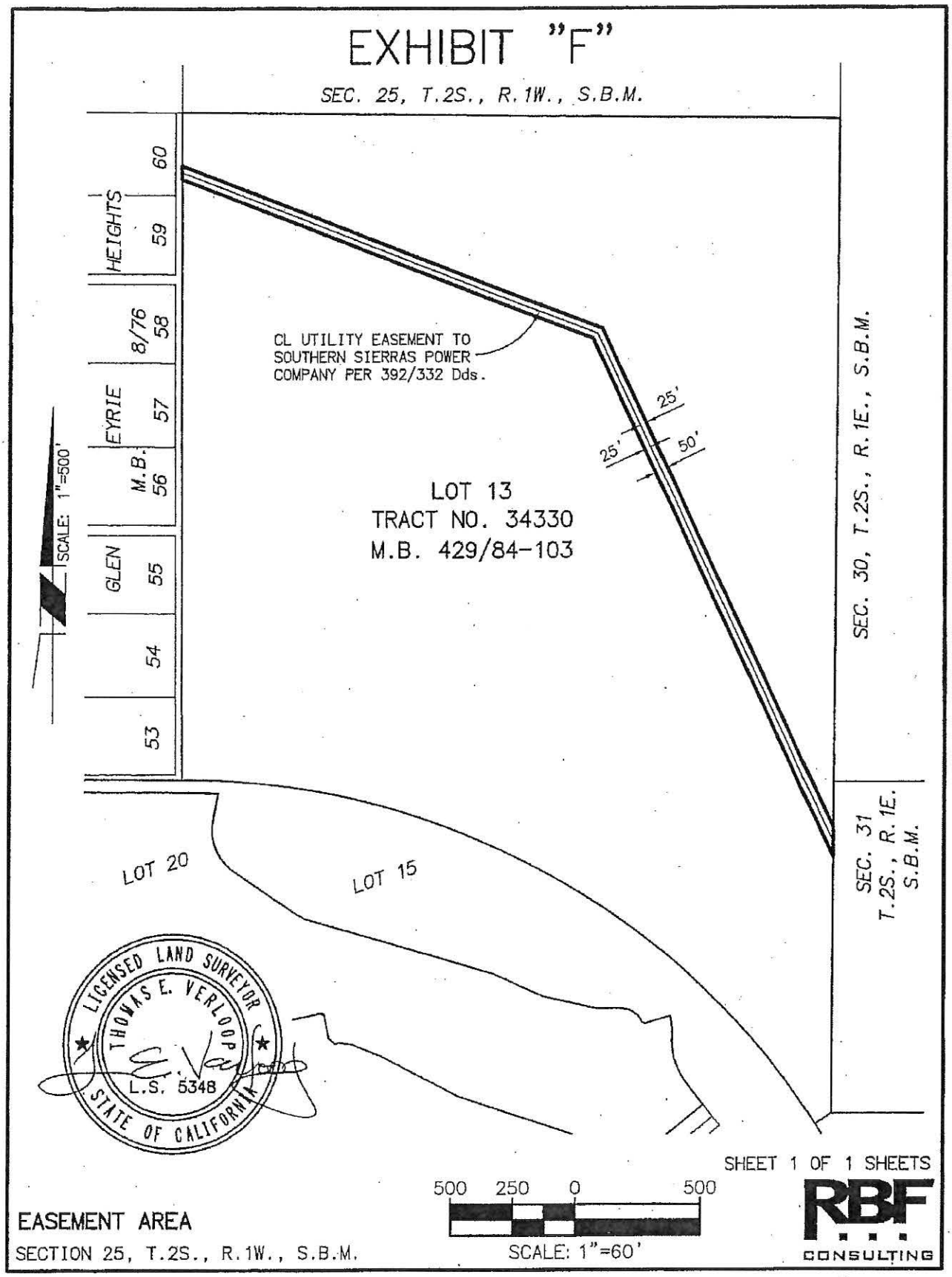
LICENSED LAND SURVEYOR
THOMAS E. VERLOOP
L.S. 5348
STATE OF CALIFORNIA

RBF Consulting
3210 East Guasti Road
Ontario, CA 91761

October 20, 2014
JN 138094
Page 1 of 1

EXHIBIT F

EXHIBIT "F"



SHEET 1 OF 1 SHEETS

EASEMENT AREA

SECTION 25, T.2S., R.1W., S.B.M.

RBF CONSULTING

EXHIBIT G

EXHIBIT "G"

LEGAL DESCRIPTION
HIKING AREA

In the City of Banning, County of Riverside, State of California, being that portion of Lot 13 of Tract No. 34330 as shown on the map recorded in Book 429, Pages 84 through 103, inclusive of Maps in the Office of the County Recorder of said Riverside County, California and lying within Sections 25 and 36, Township 2 South, Range 1 West, San Bernardino Meridian, more particularly described as follows:

BEGINNING at the northwest corner of said Lot 13;

Thence along the westerly line of said Parcel 13 South 00°05'41" East 396.35 feet;

Thence leaving said westerly line South 79°46'43" East 325.04 feet to the beginning of a tangent curve concave southwesterly and having a radius of 2790.00 feet;

thence along said curve easterly 315.45 feet through a central angle of 06°28'41";

thence tangent from said curve South 73°18'02" East 493.27 feet to the beginning of a tangent curve concave southwesterly and having a radius of 990.00 feet;

thence along said curve easterly 18.74 feet through a central angle of 01°05'05";

thence tangent from said curve South 72°12'57" East 382.93 feet to the beginning of a tangent curve concave northeasterly and having a radius of 1210.00 feet;

thence along said curve easterly 207.25 feet through a central angle of 09°48'49" to a point of reverse curvature with a curve concave southwesterly and having a radius of 30.00 feet, a radial line of said curve from said point bears South 07°58'14" West;

thence along said curve southeasterly 35.02 feet through central angle of 66°53'01";

thence tangent from said curve South 15°08'45" East 25.41 feet to the beginning of a tangent curve concave northeasterly and having a radius of 55.00 feet;

thence along said curve southeasterly 45.69 feet through a central angle of 47°36'00";

thence tangent from said curve South 62°44'45" East 106.45 feet to the beginning of a tangent curve concave southwesterly and having a radius of 80.00 feet;

thence along said curve southeasterly 57.78 feet through a central angle of 41°22'58";

thence non-tangent from said curve South 89°35'54" East 766.52 feet to the easterly line of said Lot 13;

thence along said easterly line North 00°24'06" East 985.58 feet to the northerly line of said Lot 13;

thence along said northerly line North 89°22'01" West 2649.36 feet to the **POINT OF BEGINNING.**

CONTAINING: 44.35 acres, more or less.

EXHIBIT "H" attached hereto and by this reference made a part hereof.

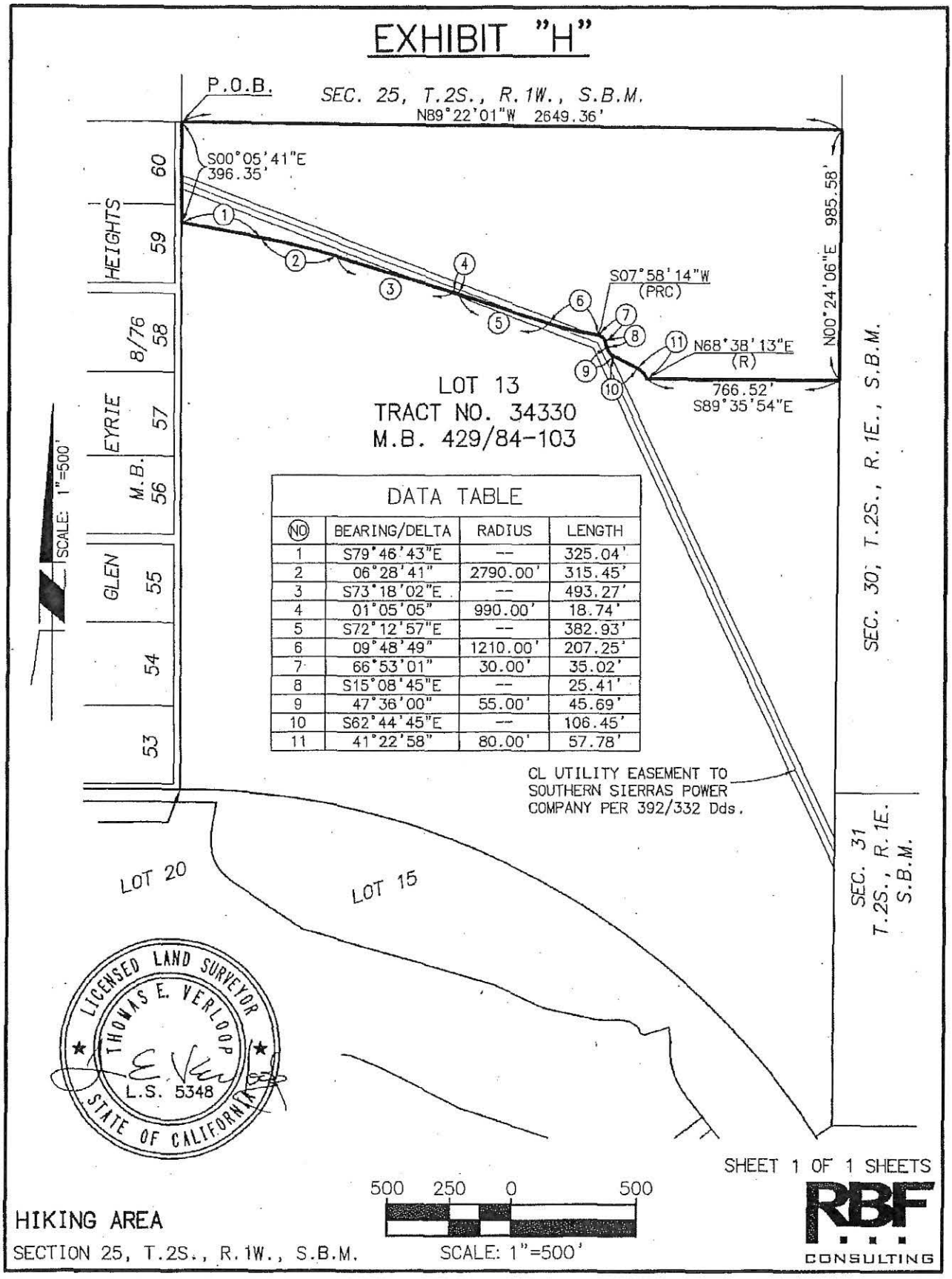
This description was prepared
by me or under my direction.

Thomas E. Verloop, PLS 5348 Date: 10/23/2014



EXHIBIT H

EXHIBIT "H"



DATA TABLE

NO	BEARING/DELTA	RADIUS	LENGTH
1	S79°46'43"E	--	325.04'
2	06°28'41"	2790.00'	315.45'
3	S73°18'02"E	--	493.27'
4	01°05'05"	990.00'	18.74'
5	S72°12'57"E	--	382.93'
6	09°48'49"	1210.00'	207.25'
7	66°53'01"	30.00'	35.02'
8	S15°08'45"E	--	25.41'
9	47°36'00"	55.00'	45.69'
10	S62°44'45"E	--	106.45'
11	41°22'58"	80.00'	57.78'

SHEET 1 OF 1 SHEETS

HIKING AREA

SECTION 25, T.2S., R.1W., S.B.M.

RBF CONSULTING

EXHIBIT F

Letter of Non-Opposition from the Resort, CVAN and CVPEG to the Court

November ___, 2014

Via Federal Express

Hon. Daniel A. Ottolia
Judge, Superior Court of California, County of Riverside
Historic Courthouse, Department 4
4050 Main Street
Riverside, CA 92501

Re: *Highland Springs Resort v. City of Banning*, Riverside Superior Court Case No. 1206246, consolidated with *Cherry Valley Pass Acres and Neighbors et al. v. City of Banning*, Case No. 1206271

Dear Judge Ottolia,

Petitioners Highland Springs Resort, Cherry Valley Pass Acres and Neighbors, and the Cherry Valley Environmental Planning Group have reached an agreement with Respondent City of Banning and Real Party in Interest Pardee Homes (collectively "Parties") in the above-captioned matter. Pardee Homes has agreed not to construct the proposed golf course and to maintain in an open, natural and scenic condition the northern most portion of the Butterfield Specific Plan identified as Planning Areas 60 and 61, with the exception of a potential fire station, water tanks and utility infrastructure, as more specifically set forth in the Restrictive Covenant attached as Exhibit B to the Settlement Agreement, and to implement the remainder of the Butterfield Specific Plan with measures designed to reduce the project's water and energy use. Petitioners no longer oppose the Butterfield Specific Plan and agree to dismiss the above-captioned matters pursuant to the Stipulated Judgment filed jointly by the Parties.

Sincerely,

Tina Kummerle
President
Highland Springs Resort

Patsy Reeley
President
Cherry Valley Pass Acres and Neighbors

Patrick Doherty
President
Cherry Valley Environmental Planning Group

EXHIBIT G

Parties' Officers or Principals

EXHIBIT G

Parties' Officers and/or Principals

Officer/Principal Name	Title
Pardee	
Mike Taylor	Division President of Inland Empire
Chris Hallman	General Counsel
City of Banning	
June Overholt	Assistant City Manager
Debbie Franklin	Sitting Mayor
Edward Miller	Sitting Councilmember
Art Welch	Sitting Mayor Pro Tem
Don M. Peterson	Sitting Councilmember
Jerry Westholder	Sitting Councilmember
Highland Springs Resort	
Tina Kummerle	President
Dr. Min Chul Han	Director
Dr. Dong Yeon Moon	Director
Michael Ham	Secretary/Treasurer
CVAN	
Patsy Reeley	President
Marc Sanders	Vice President
Rhea Weber	Secretary
Luwana Ryan	Treasurer
CVEPG	
Pat Doherty	President
Richard Reeley	Vice President
Patsy Reeley	Secretary/Treasurer

Updated: 10/30/14

EXHIBIT H

Authorized Representatives and Contact Information

EXHIBIT H

Authorized Representatives and Contact Information

For: PARDEE

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Division President of Inland Empire
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Chris Hallman, General Counsel
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2120 Park Place, Suite 120
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For: CITY OF BANNING

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For: CVAN

Patsy Reeley, President
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For: RESORT

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For: CVEPG

Patrick Doherty, President
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Phone: _____

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EXHIBIT I

[Proposed] Stipulated Judgment

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Attorneys for Respondent
CITY OF BANNING

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

HIGHLAND SPRINGS RESORT, Petitioner, v. CITY OF BANNING, Respondent.	**Lead Case No. RIC 1206246** **[Consolidated with *Cherry Valley Pass Acres and Neighbors v. City of Banning* –Case No. 1206271]** **JOINT STIPULATED JUDGMENT AND [PROPOSED] ORDER** [Assigned to the Hon. Daniel A. Ottolia] Petitions Filed: April 26, 2012
Real Party In Interest PARDEE HOMES, INC. and Does 1-10 AND CONSOLIDATED CASE	

Petitioners Highland Springs Resort, Cherry Valley Pass Acres and Neighbors and Cherry Valley Environmental Planning Group (herein collectively called "Petitioners"), by and through their attorneys of record Chatten-Brown & Carstens LLP and Rogers Joseph O'Donnell, Respondent City of Banning, by and through its attorneys of record Aleshire & Wynder LLP, and Real Party in Interest Pardee Homes, Inc. by and through its attorneys of record Brownstein Hyatt Farber Schreck, LLP (Respondent and Real Party in Interest are herein collectively called "Respondents"), hereby stipulate as follows:

///

WHEREAS, this matter came on for hearing before the Court on the Petitions for Writ of Mandate on September 20 and December 13, 2013;

WHEREAS, the Court took the matter under submission;

WHEREAS, the Court issued its Proposed Statement of Decision on December 23, 2013;

WHEREAS, at the request of the parties by stipulation, the Court issued a stay of all hearings on the Proposed Statement of Decision and the Court's entry of judgment on January 21, 2014 and again on March 13, 2014 to allow the Parties time to informally resolve the above-captioned action ("the Action") and avoid further litigation;

WHEREAS, the Petitioners and Respondents (collectively, "Parties") have entered into a Settlement Agreement attached hereto for the purpose of concluding this Action.

NOW, THEREFORE, in light of the foregoing, including the provisions of the Settlement Agreement, the Parties, through their respective attorneys of record, do REQUEST, AGREE AND STIPULATE as follows:

1. The Action is dismissed with prejudice;

2. The terms of the Settlement Agreement are hereby incorporated by reference and constitute the terms of this stipulated judgment;

3. In accordance with provisions of section 664.6 of the Code of Civil Procedure, the Court retains jurisdiction over the parties to enforce the terms of the Settlement Agreement as part of this stipulated judgment; and

4. Except as agreed by the parties, each party is to bear its own costs and litigation expenses incurred in these proceedings.

IT IS REQUESTED, AGREED AND SO STIPULATED.

///

///

Dated: October_____, 2014

CHATTEN-BROWN & CARSTENS LLP

By:_____
JAN CHATTEN-BROWN
DOUGLAS P. CARSTENS
AMY MINTEER
MICHELLE BLACK
Attorneys for Petitioner
HIGHLAND SPRINGS RESORT

Dated: October _____, 2014

ROGERS JOSEPH O'DONNELL

By:_____
ROBERT C. GOODMAN
ANN M. BLESSING
D. KEVIN SHIPP
Attorneys for Petitioners
CHERRY VALLEY PASS ACRES AND NEIGHBORS and CHERRY VALLEY ENVIRONMENTAL PLANNING GROUP

Dated: October _____, 2014

ALESHIRE & WYNDER, LLP

By:_____
DAVID J. ALESHIRE
JUNE S. AILIN
Attorneys for Respondent
CITY OF BANNING

Dated: October _____, 2014

BROWNSTEIN HYATT FARBER SCHRECK, LLP

By:_____
DIANE C. DE FELICE
STEPHANIE O. HASTINGS
AMY M. STEINFELD
Attorneys for Real Party in Interest
PARDEE HOMES

[PROPOSED] ORDER FOLLOWING JOINT STIPULATED JUDGMENT

FOR GOOD CAUSE SHOWN, the Parties' Joint Stipulated Judgment as set forth above is APPROVED AND SO ORDERED AND JUDGMENT SHALL BE ENTERED AS STIPULATED. The Court will retain jurisdiction over the terms of the Settlement Agreement under section 664.6 of the Code of Civil Procedure.

DATE:_____, 2014

_____
THE HON. DANIEL A. OTTOLIA
Judge of the Superior Court

PROOF OF SERVICE

I, Ivy B. Capili, declare:

I am a citizen of the United States and employed in Los Angeles County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is Brownstein Hyatt Farber Schreck, LLP, 2049 Century Park East, Suite 3550, Los Angeles, California 90067-3007. October __, 2014, I served a copy of the within document(s):

JOINT STIPULATED JUDGMENT AND [PROPOSED] ORDER

☒ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, the United States mail at Los Angeles, California addressed as set forth below.

☒ By personally transmitting the document(s) via electronic service to the e-mail address(es) set forth below on this date.

See attached Service List

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on October __, 2014, at Los Angeles, California.

Ivy B. Capili

SERVICE LIST

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Attorneys for Real Party in Interest
PARDEE HOMES, INC.

041328\0005\11342509.2

Attachment 3
Planning Commission Staff Report (without attachments)
And Planning Commission Resolution

CITY OF BANNING
Planning Commission Staff Report

TO: Planning Commission

FROM: Brian Guillot, Community Development Director

PREPARED BY: Patty Nevins, Senior Planner
Asha Bleier (Dudek, Contract)

MEETING DATE: January 25, 2017

SUBJECT: DISCUSS AND CONSIDER A RECOMMENDATION TO THE CITY COUNCIL FOR APPROVAL OF GENERAL PLAN AMENDMENT NO. 16-2501, AN ADDENDUM TO THE BUTTERFIELD SPECIFIC PLAN FINAL ENVIRONMENTAL IMPACT REPORT (SCH NO. 2007091149) AND ASSOCIATED MODIFICATIONS TO THE MITIGATION MONITORING AND REPORTING PROGRAM, AND CONCURRENCE WITH MINOR MODIFICATIONS TO THE BUTTERFIELD SPECIFIC PLAN

APPLICANT'S REQUEST:

The applicant, Pardee Homes, is requesting approval of General Plan Amendment (GPA) No. 16-2501 to reflect the removal of the proposed extension of Highland Home Road to Brookside Avenue and Cherry Valley Boulevard from the General Plan Circulation Element and certain minor modifications to the Butterfield Specific Plan.

APPLICANT INFORMATION:

Project Location: Butterfield Specific Plan

APN Information: 408-030-001 and 005; 408-060-006, 007, & 008 (portion), 408-120-001 through 020, and 022, 024, 025, 027, and 033; and 531-080-013 and 014

Project Applicant: Pardee Homes
1250 Corona Pointe Court, #600
Corona, CA 92879

Property Owner: Pardee Homes

RECOMMENDATION:

That the Planning Commission adopts Resolution No. 2017-02 recommending the following:

1. Recommending to the City Council adoption of an Addendum to the previously certified Final Environmental Impact Report (SCH No. 2007091149) for the Butterfield Specific Plan project, assessing the proposed General Plan Amendment and Minor Modifications, and adoption of associated modifications to the Mitigation Monitoring and Reporting Program.

> *Please note:*
> *The Planning Commission must act on the addendum to the final environmental impact report prior to recommending approval of the project to City Council. This is necessary as the Community Development Director may only approve the minor modifications to the project with the concurrence of the Planning Commission and City Council as the addendum to the final environmental impact report supports the findings for that approval.*

2. Recommending to the City Council the adoption of Resolution 2017-07 approving General Plan Amendment (GPA) No. 16-2501 to reflect the removal of the proposed extension of Highland Home Road to Brookside Avenue and Cherry Valley Boulevard from the General Plan Circulation Element, pursuant to the Settlement Agreement, and providing concurrence with staff approval of proposed minor modifications to the Butterfield Specific Plan.

PREVIOUS HEARING

This project was considered at the January 4, 2017 Planning Commission meeting. At that time the project was continued to the February 1, 2017 Planning Commission meeting in order to provide the Commission with more time to review the project documents. Due to a schedule conflict, the applicant subsequently requested this special meeting.

PROJECT BACKGROUND:

The following summarizes the history of the planning process for the Project (originally known as the Deutsch property).

Deutsch Specific Plan 1993

The planning process for the original Deutsch property (as it was identified prior to being renamed Butterfield) began in October 1981 and culminated in the approval of the

original Deutsch Property Specific Plan. In April 1984, a comprehensive entitlement program was initiated by Deutsch with the City of Banning (City) to have the City formally adopt the Deutsch Specific Plan. The City's process required preparation of a General Plan Amendment, a Specific Plan, Zoning, and an Environmental Impact Report (EIR). Those studies were completed in October 1984. On April 18, 1985, the Banning City Council certified the Final EIR, and on June 25, 1985, the City Council approved a General Plan Amendment, Specific Plan, and Zoning and Pre-Zoning for the Deutsch property. A subsequent request (Specific Plan Amendment No. 1992-03) was filed to amend and enlarge the Specific Plan, and the Banning City Council certified a new EIR on October 26, 1993, and adopted the amended Specific Plan on November 9, 1993, by Ordinance No. 1133. A majority of the Specific Plan area was annexed to the City in 1985. The remainder (except 19.1 acres) was annexed to the City in 1995.

As part of the previous entitlement process, a development agreement was entered into between the City and the property owner and its successors that committed both parties to the development program described in the Specific Plan. The agreement is binding, and exempts the Specific Plan from changes to codes, plans, resolutions, and voter-approved initiatives that might yield a different development scenario. The approved and executed Development Agreement outlines the City's responsibilities and the construction requirements for specified public improvements, facilities, and services. On November 9, 1993, the Banning City Council adopted Ordinance No. 1134, which approved Deutsch Specific Plan Development Agreement No.1992-02.

Butterfield Specific Plan 2012

The City received an application on August 20, 2007, from Pardee Homes, the current property owner, for a comprehensive amendment to the Deutsch Specific Plan to provide for an updated plan, renamed the Butterfield Specific Plan, which would allow up to 5,387 dwelling units. A new EIR (SCH No. 2007091149) was prepared for the Butterfield Specific Plan. After public information meetings and the required public review, on March 27, 2012, the Banning City Council approved and adopted Resolution No. 2012-24, certifying the EIR (a copy of the resolution with adopted mitigation measures is contained in the appendix to the Specific Plan). On March 27, 2012, the Banning City Council also held public hearings on the Butterfield Specific Plan, related Development Agreement, and other project considerations. At this meeting, the City Council also adopted Resolution No. 2012-25, approving related General Plan Amendment No. 11-2501 and Zone Change No. 11-3501, and adopted Resolution No. 2012-27 approving the Water Supply Assessment for the Butterfield Specific Plan. On April 10, 2012, the Banning City Council adopted Ordinance No. 1450 for the Butterfield Specific Plan with Conditions of Approval, and Ordinance No. 1451 adopting the Development Agreement. Both ordinances with attached Conditions of Approval and Development Agreement are contained in the appendix to the Specific Plan.

Butterfield Specific Plan and Settlement Agreement 2015–2016

In April and June 2012, certain parties filed a legal challenge to the City's actions on the Butterfield Specific Plan, pursuant to issues regarding compliance with the California

Environmental Quality Act (CEQA). This was consolidated into a single matter under Riverside County Superior Court Case No. 1296246. After the County Superior Court issued a preliminary Statement of Decision in December 2013, the City, Pardee Homes, and the other parties in the action filed a Stipulation to Stay the Action to compromise on and settle the claims raised in the action and avoid further litigation. After negotiations, the parties agreed to a settlement agreement in the later part of 2014.

On December 9, 2014, the Banning City Council approved the Settlement Agreement as signed by all parties. The County Superior Court approved the Settlement Agreement on February 9, 2015. The Settlement Agreement allows for Project objectives to be realized, such as a range of quality housing opportunities for residents, additional local job opportunities, increased tax revenues, and a fire station. The Project, as amended, will provide new housing, new commercial uses, new school sites, new recreational opportunities, new infrastructure, new employment opportunities, and added economic benefits for the community.

SUMMARY:

The General Plan Circulation Element Amendment and Butterfield Specific Plan Minor Modifications (Project) proposes to modify the Butterfield Specific Plan to reflect the following provisions, pursuant to the settlement agreement and additional minor modifications:

General Plan Amendment (subject to Planning Commission recommendation and City Council approval required):

- Removal of the proposed extension of Highland Homes Road to Brookside Avenue and Cherry Valley Boulevard

Minor Modifications (Community Development Director approval required, Planning Commission and City Council concurrence requested):

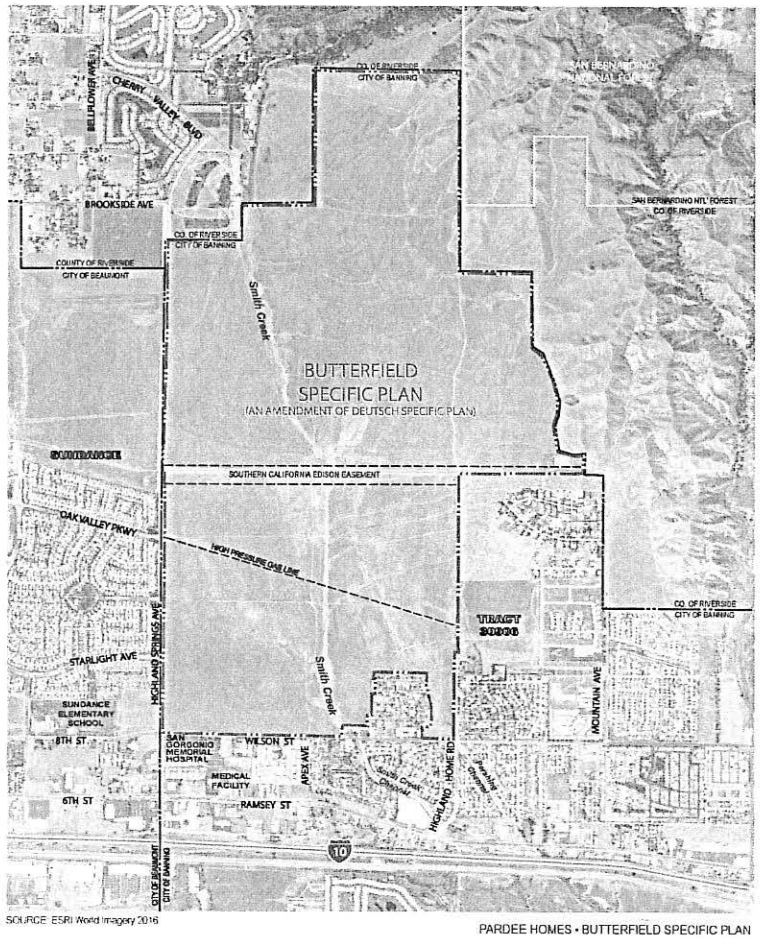
- Reservation of Planning Areas (PAs) 60 and 61 as open space rather than the development of 412 dwelling units.
- Granting a revocable license for hiking, walking, and non-motorized bicycle use and the transport of equipment to the eastern portion of the site.
- Elimination of the proposed golf course in PA 35 and PA 39, and replacement of the golf course with a central open space recreational area to include parks and open space uses.
- Reduction in the number of residential units from 5,387 dwelling units to 4,862 dwelling units.
- Removal of PA 43B in the northwest corner of the Specific Plan area that was outside current Banning city limits and outside of Pardee Homes property ownership, thereby reducing the Specific Plan area from 1,543 acres to 1,528 acres.

Project Location

The Project site is approximately 1,528 acres and is located in the northwestern corner of the City of Banning; see Figure 1. The Project site is located in the San Gorgonio Pass area joining Riverside and Perris Valley with Palm Springs and the Coachella Valley lower desert. Several major freeways connect the Project site to western Riverside and San Bernardino County: Interstate (I) 10, State Route (SR) 60, SR-79, and SR-243. Regional access to the site is provided by I-10 from Highland Springs Avenue. The site is generally bounded by Wilson Street to the south, Highland Springs Avenue to the west, Riverside County unincorporated land to the north and northeast, and portions of Highland Home Road to the east. The San Bernardino National Forest is farther north of the Project site. The site transitions from relatively flat land at the northeast corner of Highland Springs Avenue and Wilson Street to the foothills of the San Bernardino Mountains. Major access to the site is provided by Highland Springs Avenue, Wilson Street, and Highland Home Road.

The Project site is currently designated Specific Plan in the City's General Plan, which includes land use designations of Very Low Density Residential, Medium Density Residential, High Density Residential, Commercial, Active Recreation, and Passive Open Space-Parks.

Figure 1
Butterfield Specific Plan Location Map



SOURCE: ESRI World Imagery 2016

PROJECT PROPOSAL / ANALYSIS:

Proposed General Plan Amendment

The applicant is requesting approval of a General Plan Amendment to remove the proposed extension of Highland Home Road to Brookside Avenue and Cherry Valley Boulevard within the project area, pursuant to the previously referenced Settlement Agreement. The General Plan Amendment would implement the changes required by the Settlement Agreement.

Figure 2: Existing General Plan Circulation Element Street System

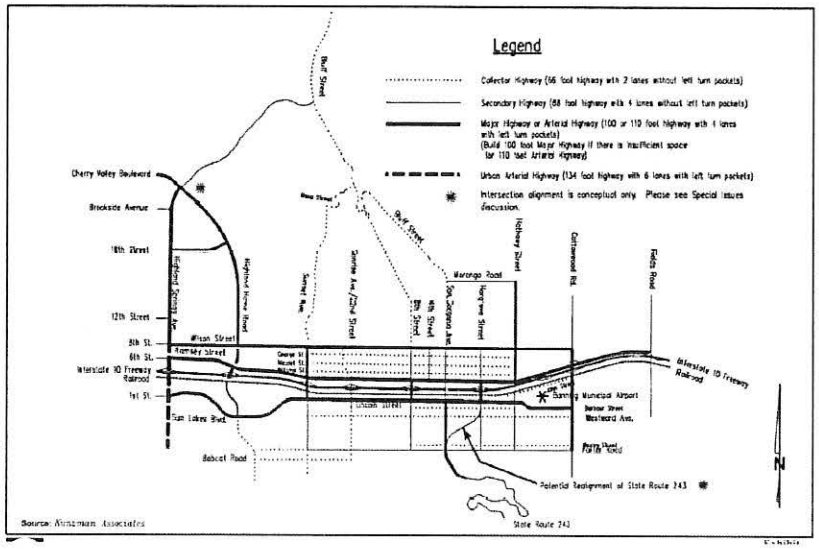
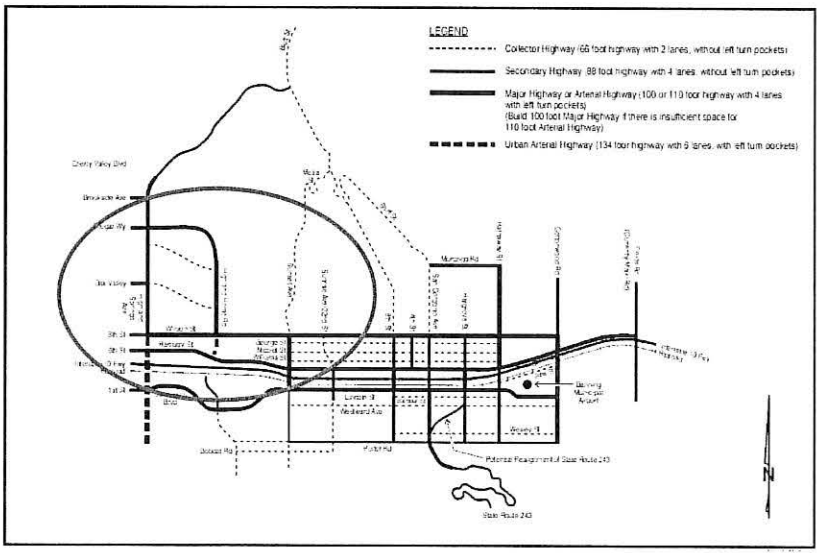


Figure 3: Proposed General Plan Circulation Element Street System



The affected portion of Highland Home Road is north of Wilson Street and is located entirely within the Butterfield Specific Plan project area. The addendum prepared for the project analyzes traffic related to the proposed General Plan Amendment to the Circulation Element and concludes that there would be no significant effects to traffic resulting from the removal of this road segment.

Proposed Minor Modifications

As outlined in the Butterfield Specific Plan, Section 6.1.2, Minor Adjustments and Modifications, a Minor Modification is required when modifications to a Specific Plan would qualify for processing under a Substantial Conformance application instead of a Specific Plan Amendment. The following modifications qualify for a Minor Modification pursuant to the Specific Plan, and are identified below for purposes of the proposed Project's Minor Modification request:

- Changes in the location of infrastructure and public facilities, such as internal roads or drainage facilities, subject to the review and approval of the Public Works Director/City Engineer.
- Minor change in roadway alignment and grade, subject to the review and approval of the Public Works Director/City Engineer.
- In lieu of the originally planned golf course within PA 35, PA 35 would now consist of open space with active and passive recreational uses, such as walking and biking trails, parks, and native vegetation landscaping.
- The neighborhood mini parks and neighborhood recreation park (PAs 21–34 and 62–72) may be relocated in their respective areas, including into PA 35.
- If determined preferable to locate additional stormwater detention facilities at the south end of the Specific Plan area along Smith Creek, these facilities may be located in PA 9. The boundaries of PAs 7, 8, 12, and 13 may be expanded into PA 35 to offset any proposed residential area displaced in PA 9.
- Additional minor modifications similar to those listed above and determined to be minor by the Community Development Director and in keeping with the intent of the Butterfield Specific Plan.

The Butterfield Specific Plan has been updated as of June 2016 to reflect the applicable provisions of the Settlement Agreement and other minor modifications, including the following adjustments:

- Adjustment of remaining planning areas and the backbone street system in the Specific Plan to accommodate approved Settlement Agreement–directed adjustments.
- Adjustment of the land-use mix as reflected in Table 1, Comparative Land Use Summary, including changes required by the Settlement Agreement
    - Residential use area reduced.
    - Open Space area increased.
- Realignment of the previous proposed "B" Street through the Butterfield Specific Plan area as an easterly extension of Oak Valley Parkway to Highland Home Road.

- Realignment to accommodate the upgrading of the Southern California Gas Company transmission line through the Specific Plan area and maintain it in a roadway area for maintenance and safety purposes. The line would be upgraded to current standards, but not increased in size.
- Adjustment of planning areas and the backbone street system in the southern half of the Specific Plan area to accommodate realignment of Oak Valley Parkway/"B" Street for a gas line.
- Relocate the PA 20 school site pursuant to a School District request.

Table 1
Comparative Land Use Summary

Land Use	1993 Approved Deutsch Specific Plan		2012 Approved Butterfield Specific Plan		2016 Butterfield Specific Plan	
	Gross Acres (% of Total)	*Dwelling Units*	*Gross Acres (% of Total)*	*Dwelling Units*	*Gross Acres (%of Total)*	*Dwelling Units*
Residential						
Low Density 0-5 DU/AC (LDR)	656.0 (42.3%)	1,946	539.2 (35.0%)	2,222	487.9 (31.9%)	2,201
Medium Density 0-10 DU/AC (MDR)	390.0 (25.1%)	1,950	324.4 (21.0%)	1,960	335.8 (22.0%)	2,095
High Density 11-18 DU/AC (HDR)	89.0 (5.7%)	1,184	73.8 (4.8%)	1,205	38.4 (2.5%)	566
Very High Density 18 DU/AC+ (HDR)	16.0 (1.0%)	320	(0)	(0)	(0)	(0)
Residential Subtotals	**1,151.0 (74.2%)**	**5,400**	**937.4 (60.8%)**	**5,387**	**862.1 (56.4%)**	**4,862**
Open Space						
Golf Course/Drainage	193.0 (12.4%)		253.9 (16.5%)		(0)	
Parks	75.0 (4.8%)		66.5 (4.3%)		78.4 (5.1%)	
Natural/Landscape/Drainage	(0)		108.4 (7.0%)		418.1 (28.0%)	
Open Space Subtotals	**268.0 (17.3%)**		**428.8 (27.8%)**		**496.5 (32.5%)**	
Other						
Commercial Office[1]	25.0 (1.6%)		36.0 (2.3%)		36.7 (2.4%)	
Schools[2]	24.0 (1.5%)		23.0 (1.5%)		27.1 (1.8%)	
Utility Substation	(0)		4.2 (0.3%)		4.2 (0.3%)	
Fire station[3]	1.0 (0.06%)		1.6 (0.1%)		1.6	
Backbone Roads	83.0 (5.3%)		113.6 (7.4%)		101.0 (6.6%)	
Other Subtotals	**133.0 (8.5%)**		**176.8 (11.4%)**		**169.0 (11.1%)**	
Specific Plan Totals	**1,522.0 (100%)**	**5,400**	**1,543.0 (100%)**	**5,387**	**1527.6 (100%)**	**4,862**

[1] Within the Butterfield Specific Plan, alternate Residential use or mixed use of the Commercial sites is provided, for PA 17 at up to 4.5 DU/AC (LDR) and PA 18 at up to 10 DU/AC (MDR), as long as the overall DU total for the Specific Plan does not exceed 4,862_DU.

[2] Alternate Residential use of school sites at up to 10 DU/AC is provided for within the Butterfield Specific Plan as long as the overall DU total for the Specific Plan does not exceed 4,862_DU.

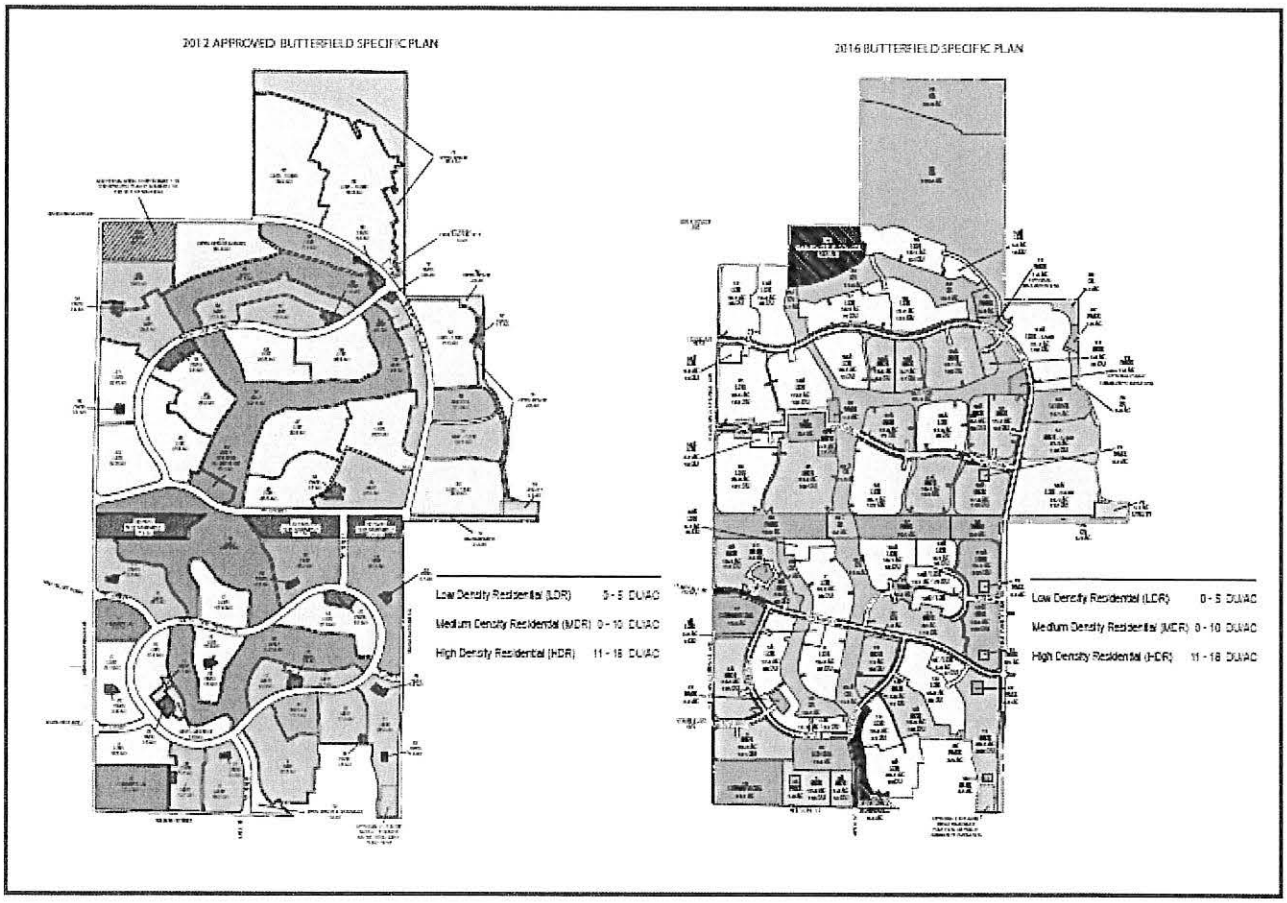
[3] A fire station site is designated as a permitted use in any of the Residential, Open Space, Commercial or School Planning Areas, Except PA's 36, 37, 38, 39, 69, 73, 74, and 75 in the Butterfield Specific Plan. The 1.6 acre fire station site area is included in the area of open space land use areas.

[4] The 2016 Modified Specific Plan total area is smaller because previous Planning Area 43B was eliminated, which was outside City limits and outside Pardee ownership.

Implementation of the Settlement Agreement would require changes to the roadway system to ensure that Highland Home Road would never connect to either Brookside Avenue or Cherry Valley Boulevard in the future. By redirecting circulation elements, nearly all of the planning areas would be affected both in size and shape, as they were re-planned around the new roadway systems. However, the changes are consistent with the overall vision and uses that were outlined and described in the 2012 Specific Plan Project and Settlement Agreement, and the changes are a result of, and are intended to implement, the Settlement Agreement. Under the Settlement Agreement, the private golf course was removed from PAs 35 and 39. Currently, access to the new public open space is planned through each of the residential planning areas. This would result in recreation and active park spaces being relocated to better accommodate active and passive park uses.

Low-density, medium-density, and high-density residential uses are consistent with the original plan. Commercial acreage and school sites remain consistent with the original plan. Based on recent conversations with the Beaumont Unified School District, what was originally planned as a 12-acre site will now be a 14-acre school site. This Proposed Land Plan (Figure 2) adapts to and implements the mandated changes, and will serve as the foundation for future approvals.

Figure 4:
Approved and Proposed Butterfield SP Land Use Maps



In addition to the above land use changes, staff had questions and/or concerns with the following changes within the Specific Plan document proposed as part of the Minor Modifications. Pardee responses to the comments are provided as follows:

City Comments	Pardee Response
City Planning Department Comments	
SP Pages 1-1, 1-2, 1-15, 3-11, others	
• It is unclear how the new residential and open space acreages were arrived at (e.g. SP acreage has gone from 1,543 to 1,528, presumably based on the annexation area, however that area is identified on page 1-2 as 21 acres; 937 acres of residential development is reduced to 862 acres, approximately 496 acres of open space is proposed however if PAs 60 & 61 at 120 acres were converted to open spaces, why is the increase in open space only 68 acres rather than 120?).	The amount of proposed Central Open Space in the 2016 updated Specific Plan is less than the amount of previously proposed Golf Course open space in the 2012 approved Specific Plan due to the realignments of major proposed streets (Highland Home Rd., "C" Street, "H" Street and "F" Street) and the reconfiguration and enlargement of residential planning areas surrounding the Central Open Space. In addition, portions of area previously included in the golf course area are now part of the enlarged PAs 37 and 38 park area (in SCE easement). The reduced open space in the central open space is offset by an increase in open space in the north due the elimination of residential PAs 60 and 61 and an increase in the amount of proposed park area. A net increase of 68 acres of total open space has occurred in the 2016 updated Specific Plan due to the modifications noted here. The amount of proposed High Density Residential (HDR) area and associated units in the 2016 updated Specific Plan has decreased from the 2012 plan; however, the amount of proposed Low Density and Medium Density Residential units (LDR & MDR) as stayed relatively the same or has increased (despite the loss of previous residential PAs 43B, 60 and 61). The remaining residential planning areas surrounding the central open space were enlarged (but not more than the 20% allowed by the Specific Plan) in order to allow for the revised total of 4,862 dwelling units allowed by the Settlement Agreement. The total amount of area listed in the 2016 updated Butterfield Specific Plan is based on recorded Tract Map No. 34330 that covers the entire Specific plan area, excepting PA 70 (utility substation area) and the previously proposed PA 43B area. The SP area is now based on recent record map information and all interior areas have been recalculated to total the record area. Tract No. 34330 (this tract was for conveyance and financing purposes and not for development purposes) was approved and recorded in May 2008. Tract No. 34330 officially recorded the Specific Plan area (except PAs 43B and 70) as 1,523.4 acres total. With PA 70 at 4.2 acres added in, the current entire Butterfield Specific Plan area is approximately 1,527.6 acres. The draft SP that was ultimately approved in 2012 was essentially prepared prior to the preparation of Tract No. 34330. Even though Tract 34330 recorded before the draft SP was ultimately approved in 2012, a decision was made not to update the SP at that time.

City Comments	Pardee Response
	The differences in area can be attributed to refinements in the accuracies of area calculations and to what degree existing perimeter streets were included in those calculations. The differences in the total SP area between the 2016 and the 2012 plans is based on the more recent and accurate record map area information as noted above, as well as the removal of previously proposed PA 43B, resulting in a net decrease in area of 15.4 acres. This explanation is included at the end of Section 1.4 in the 2016 updated Specific Plan.
SP Page 1-8	
• Last bullet: Elimination of golf course should be replaced with "active recreational use including biking and pedestrian trails, turnouts for exercise, viewing and educational facilities, all linkable to other tracts, parks and open space, landscaping and providing full public access" as required by Section 8.1.3 of the Development Agreement. Applicable to similar text on other pages.	The text on page 1-8 is part of Section 1.3.3 of the 2016 updated SP that was added to specifically reference the requirements of the Settlement Agreement. The text used here matches the Settlement Agreement. There is full agreement with the comment noted above. The Development Agreement wording relative to the former proposed golf course area, now the Central Open Space, such as noted above, is included in Sections 3.1.1.3, 3.6.3 and 4.3.5 of the 2016 updated SP where the Central Open Space is specifically discussed.
SP Page 3-10	
• First paragraph: It is unclear why language regarding potential Fire Station was site struck out.	The text on page 3-10, first partial paragraph, is part of a discussion on residential planning area use, and reference to a potential fire station site in former PA 60 had been noted here because PA 60 was a residential planning area. With the elimination of PA 60 as a residential planning area, the mention of a potential fire station site here is no longer applicable. A new potential fire station site is now noted in Sections 3.1.1.4, 3.6.1.1 and 3.7.1 of the 2016 updated SP, and on Exhibit 3.1, in the PA 72 park area as an optional use. The amount of park area proposed in the 2016 updated SP is greater than that proposed in the 2012 SP, and the amount of park area proposed is greater than the minimum required for the project by the City's General Plan; therefore, a small portion of this excess park area is proposed as a potential fire station site, if the City and Fire Dept. determine it is needed at this location. The proposed optional fire station site in PA 72 is located on Highland Home Rd. in the same area the Fire Dept. previously indicated they would like to have a station, if they decide it is needed. The potential fire station site was previously proposed in the same area on Highland Home Rd. at the southeast corner of former PA 60. The permitted use lists in Section 5.0 of the Specific Plan allow Fire Stations as a permitted use in all residential, commercial and some parks and open space planning areas of the Specific Plan as previously agreed to with the City. Sections 3.1.1.7 and 3.7.1 of the Specific Plan describe this.
SP Page 3-12	
• It is unclear how golf course and/or natural drainage ways may be replaced with non-natural drainage structures.	Page 3-12, Section 3.1.1.3, does not appear to include any references to "non-natural drainage structures" in the previous 2012 text or the proposed 2016 updates. Section 3.4.2 of the 2016 SP includes the Specific Plan description of the proposed

City Comments	Pardee Response
	improvements to the Central Open Space Drainage System and other parts of the project. A more detailed analysis and design of the improvements needed in this area will be completed as a lead in to final engineering.
SP Page 3-39	
• Second bullet removes trails in numerous locations (text)	Most of the planning areas previously listed with having trails within and adjacent have been restored in the text, consistent with Exhibit 3.4 as updated. PAs 60 and 61 are still shown deleted because these PAs have been eliminated. In addition, numerous additional planning areas have now been listed in the text with having trails within and adjacent, consistent with Exhibit 3.4 as updated. Because the golf course has been eliminated, which prevented having public trails in this area, trails are now proposed throughout the Central Open Space area as depicted on Exhibit 3.4 as revised. The amount of public trails proposed throughout the project has greatly increased from that previously proposed in 2012.
• Reference to meandering sidewalk/trail has been deleted.	The reference to meandering sidewalk/trail is in the fourth bullet. Reference to the Northern Loop and Southern Loop has been deleted because these street names have been deleted. See additional responses on this topic below.
SP Exhibit 3.4, Backbone Non-Vehicular Circulation Plan, Proposed	
• 5' Meandering sidewalk next to 5' decomposed granite meandering trail significantly reduced with respect to locations, eliminated from interior of project.	The amount of 5' decomposed granite (DG) paths previously proposed adjacent to meandering sidewalks has been reduced in areas next to loop streets that are no longer part of the proposed Specific Plan backbone roadway system due to the roadway reconfiguration required for the other project adjustments. When the golf course was still proposed as part of the project, trail circulation was forced to be along the proposed main roads. With the removal of the golf course, the proposed public trail system has been refocused on the Central Open Space located throughout the Specific Plan area, which is considered preferable for a pedestrian circulation system. All streets will still include 5' wide public sidewalks on both sides of the street. The updated Specific Plan still allows for side-by-side sidewalk/DG paths adjacent to the main streets where it makes sense and the parkway areas adjacent to streets allow for it (maintenance responsibilities are a concern). Due to the removal of the golf course and its inherent limitations for public access, the amount of public sidewalks, pathways and trails proposed throughout the project, including the Central Open Space, has greatly increased from that previously proposed in 2012.
• Language added to legend does not indicate locations: 5' MEANDERING SIDEWALK (NEXT TO 5' DECOMPOSED GRANITE 5' MEANDERING TRAIL IN SOME LOCATIONS).	This note on exhibit 3.4 is proposed to be revised to read: 5' MEANDERING SIDEWALK (5' DECOMPOSED GRANITE 5' MEANDERING TRAIL MAY ALSO BE PLACED ADJACENT TO THE SIDEWALK). This revision was made to clarify that sidewalks will be in all locations. This note refers to parkway areas adjacent to the main streets. See the further discussion above regarding the proposed trail and pathway system.
SP Exhibit 3.6A	
• Golf course grading concept plan was eliminated and a replacement central open space grading concept plan was	Pardee was previously committed to the golf course early on and had more detailed grading and drainage design plans prepared

City Comments	Pardee Response
not provided.	at risk prior to receiving ultimate approval of the Specific Plan. Those plans are no longer applicable due to the elimination of the golf course. New more detailed Central Open Space grading and drainage plans are currently underway at risk. Commitment to a recreation open space plan is dependent on better understanding how the plan will also function as a flood control facility. Once the more refined drainage plan is defined, we can then accommodate the public open space amenities in locations where they would be outside of the needed floodways or in other areas may be located in areas that would experience some acceptable limited inundation dependent upon the flood plain hydraulic constraints. Pardee will submit the more detailed grading, drainage and recreation open space plan to the City upon completion.
SP Page 3.53	
• Fourth paragraph – language has been added such that the south channel may now be lined rather than earthen/natural.	This section (3.4.2) of the SP gives a Specific Plan description of the proposed master drainage system for the project, including the Central Open Space Drainage System.. A more detailed analysis and design of the improvements needed in this area will be completed during final engineering. Further detailed analysis and design may indicate protection measures are needed such as turf reinforcing mat as described in Section 3.4.2 of the SP or similar low impact measures such as riprap lining, slope reinforcement or other such improvements to mitigate against erosive flood flow conditions.
SP Exhibit 3.7C	
• Conceptual Golf Course Drainage Plan was eliminated and a replacement central open space drainage plan was not provided.	See response to comment on Exhibit 3.6A above.
SP Exhibit 3.11, Recreation and Open Space Plan, Proposed	
• Exhibit eliminates trails/pathways and trailheads.	The proposed trails/pathways and trailheads overlay was left off of the updated Recreation and Open Space Plan, Exhibit 3.11, simply because it is fully depicted specifically on Exhibit 3.4, Backbone Non-Vehicular Circulation Plan. This overlay can be added to Exhibit 3.11 and/or a text reference can be added to the Section 3.6.3 and Exhibit 3.11 referring the reader to Exhibit 3.4 for this information.
SP Page 3-85	
• Section 3.6 describing Recreation and Open Space does not incorporate language regarding required recreational open space per the Development Agreement.	Language edits were added to the end of SP Section 3.6.3 to reflect language regarding required recreational open space per Section 8.1.3 of the Development Agreement.
SP Page 3-89	
• Neighborhood Recreation Parks - Strikeout missing at park acreages.	The missing park acreages strikeouts will be added back in.
SP Page 4-6	
• Trailhead locations potentially reduced (i.e. now at "specified" locations which are not identified).	The only trailheads from the 2012 SP that were removed in the 2016 SP update were the previously proposed trailheads in the more northerly areas, adjacent to PAs 60 and 61, which have been removed by the Settlement Agreement. See Exhibit 3.4 in the 2016 SP.

City Comments	Pardee Response
	The Highland Springs Resort owners (a party to the Settlement Agreement) own the property west, north and east of PAs 34 and 73 as proposed in the 2016 SP. Although it is not specifically included in the Settlement Agreement, the Highland Springs Resort owners previously indicated they would not support trail connections onto their private property. Trails and trailheads in the area of PAs 34 and 73 are not included for this reason and also due to the removal of PAs 60 and 61 development which would have provided access to the trailheads. Pursuant to the Settlement Agreement, Pardee is to deed PA 73 to the Highland Springs Resort for their private use.
• 4.3.7.1 - Language added to make 5' wide dg path along optional along entry streets.	See response above to Exhibit 3.4 comment.
• 4.3.7.1 - Language added to potentially remove sidewalks.	There was not intent to add language to potentially remove sidewalks. Additional edits were made to this section to clarify this.
SP Exhibit 4.11	
• dg Path is missing but deletion is not identified.	See response above to Exhibit 3.4 comment. There was no intent to add "superseded" to this exhibit and it was not noticed.
SP Exhibit 4.12	
• dg Path is missing but deletion is not identified.	See response above to Exhibit 3.4 comment.
SP Page 5-1	
• First paragraph, golf course removed and not replaced with recreational open space language.	The intent in this opening introductory paragraph in this section is to list the basic land use components in the SP in just basic 1-3 word terms.
City Engineering/Public Works Department	
SP Section 3.2, Circulation Plan	
1. All entry points to the development from Highland Springs Avenue, Wilson Street and Highland Home Road shall have raised medians (i.e. Highland Home Road/Highland Springs Ave; H Street/Highland Home Road). Revise exhibits as needed.	The roadway cross sections in Exhibits 3.3B-D of the 2016 updated SP require raised medians on entry streets A Street, B Street at Highland Springs Ave., C Street at Wilson Street, F Street at Highland Springs Ave., H Street at Highland Springs Ave, and Highland Home Road at Wilson Street, consistent with the 2012 SP. The roadway cross sections in Exhibits 3.3B-D of the 2016 updated SP allow painted medians on F Street at Highland Home Rd. and on Highland Home Road at Highland Springs Ave., which is consistent with what was in the 2012 SP; however, notes are included for these sections in both the 2012 and 2016 SPs also allowing for raised medians in these areas. A note is being added to the cross section for H Street at Highland Home Road on Exhibit 3.3C requiring a raised median at this point similar with what was in the 2012 SP.
2. Exhibit 3.3B: Applicant to construct improvements on the east side of Highland Home Road fronting existing homes. Provide exhibit showing the intersection of Highland Home Road and Wilson Street. There should only be one access road on the north side of this intersection.	A note will be added to the Highland Home Road cross section, southerly portion north of Wilson Street, on Exhibit 3.3B in the 2016 SP that indicates the proposed 20' frontage road on the east side of Highland Home Road will not have access to Wilson Street. The south end of the 20' frontage road will be closed off to Wilson Street. This has always been the intent based on previous discussions with the city. The 20' frontage road, which is proposed to use a portion of the existing roadway, was intended to provide access to the driveways of the existing homes fronting on this road, separate from the future traffic

City Comments	Pardee Response
	flow anticipated on the proposed improvements to Highland Home Road. The frontage road would only outlet to W. Hoffer St. and W. Gilman St. both further to the north, which in turn intersect with the future Highland Home Road. As noted, this preliminary design was based on previous discussions with the city. Pardee can prepare and provide a concept plan for how this intersection will work.
3. Exhibit 3.3C, Park Adjacent Street PA 34 & 62: Define asterisk behind sidewalk.	The asterisk was an error, it has been removed from Exhibit 3.3C.
4. Exhibit 3.3E, Neighborhood Entry: Show 2:1 Min/Max at right of way.	This information has been added to Exhibit 3.3E.
5. Exhibit 3.4: Include meandering sidewalk/DG trail along the entire road segments of H Street, B Street, C Street, Highland Home Road and F Street. (Revise exhibits as needed).	See response above to Exhibit 3.4 Planning comment.
SP Section 3.4, Drainage Plan	
6. This section needs to include the City's retention language: *At a minimum, all development will make provision to store runoff from rainfall events up to and including the one-hundred-year, 3-hour duration event.*	The city's retention language noted in the comment has been added as item 16 of Section 3.4.3, *Drainage Plan Development Standards*, of the 2016 SP.
7. Exhibit 3.6B: It has been expressed in a memo dated November 23, 2016 from John McCarthy (Michael Baker) that the North Basin will be design to "*store and detain upstream drainage flows from expected 100 year storm events flowing in from Smith Creek and also meet the City's 100-year, 3-hour storm event retention requirement [from on-site]*". There are no volumetric differences from the previous exhibit (3.7B Superseded). It is unclear if the original exhibit included the required storage for both the Smith Creek 100 year flow and on-site 100 year, 3-hour volume.	The PA 71 - North Basin volumes indicated in Exhibit 3.7B of the Specific Plan represent the anticipated maximum volumes that may be provided based on expected grading limitations for this basin. Pursuant to further refinements in detailed project design and drainage/runoff storage calculations based on project needs and current city requirements, if additional storage is required in addition to what can be achieved in the basin, then additional storage will be designed and located in appropriate areas elsewhere in the development areas of the project as required.It is intend that the project will mitigate flood flows pursuant to the city's current standards. An updated Hydrology and Hydraulics report describing how the updated project clearly intends to mitigate and conform to the new requirements, including with updated calculations, will be prepared and provided for review once we gain approval of this Minor Modification.
SP Section 3.5, W, RW, and S Services Plan	
8. The number of storage tanks and required storage capacity have been revised without submittal of back up documents to justify the revisions. Provide backup information for City review.	The amount of domestic water storage estimated needed for the Specific Plan's proposed lower Foothill West Pressure Zone and the proposed Zone I pressure zone has not been revised between the 2012 and 2016 SP update. A previously proposed alternative storage tank site for the Foothill West Zone had been shown in the PA 68 school site in the 2012 SP. This had been shown as an alternative to the site proposed and shown on the northeast side of PA 50A. Only one site is needed because both sites would just duplicate the same estimated storage needs (1.6 MG) for the zone. Since 2012, it has been determined that the alternate site in PA 68 is infeasible and undesirable and therefore it was removed in the 2016 SP update. The Zone I storage tank site had been shown in the 2012 SP as consisting of 1 or 2 tanks, but in either case the estimated amount of storage needed for this zone was only 1.4 MG. The 2016 SP (Exhibit 3.7)

City Comments	Pardee Response
	shows only one storage tank for Zone I still at 1.4 MG, but it could be split in to two tanks again depending on what the city and developer agree is best. The 2012 SP included a third higher pressure zone, Zone II, for the project that was needed to serve the proposed northerly and higher elevation residential development proposed in PAs 60 and 61. With this third zone, a higher third storage tank site was proposed with an estimated storage capacity of 0.5 MG to serve PAs 60 and 61. Since the Settlement Agreement eliminated the PAs 60 and 61 development, the need for the third pressure zone, third tank site and additional storage was also eliminated and therefore removed from the 2016 SP update. The Settlement Agreement anticipates only the Zone I tank site in the northerly area and assumes the need for the Zone II tank has been eliminated. These are the reasons for the change in the number of storage tanks noted in Section 3.5 of the 2016 SP and the elimination of need for the Zone II storage is the reason for the change in the total project's estimated storage need from 3.5 to 3.0 MG. Pardee is currently awaiting the City's hire of Carollo Engineering to study the citywide water, recycled water and sanitary sewer systems. Through that analysis, there should be a further opportunity to help define the required size and location of the domestic water tanks needed for the Specific Plan area.
9. A change to the Chromium drinking water standard has occurred since the project's approval. This section shall include language regarding treatment facilities needed to serve the development. It should also be noted that the proposed WWTP site will also double as a site for Chromium-6 treatment facilities (revise exhibits as needed). Update Section 5.8.1.	Language regarding the above will be included in Sections 3.5.1 and 5.8.1 of the 2016 updated SP as requested, and exhibits will be revised as needed.
10. Exhibit 3.9A shows an "Existing SGPWA Spreading Grounds". Please confirm this. I am unaware of spreading facilities owned by SGPWA.	The SGPWA 2010 Urban Water Management Plan (available on the Agency's website) indicates in Section 3.7.3, Facilities, that that SGPWA operates the Little San Gorgonio Creek Spreading Ponds located on the northwest corner of Orchard St. and Avenida Miravilla in Cherry Valley. This is the same location labeled on Exhibit 3.9A of the Specific Plan.
11. 3.5.4: This section references an average flow at the WWTP of 2.5 MGD. Average flows are approximately 2.1 MGD.	Section 3.5.4 of 2016 SP will be changed to reflect the more recent average flows at the WWTP noted here.
City Electric Utility Department Comments	
The Electric Utility has noticed a conflict within the Butterfield Specific Plan Amendment as presented. The City purchased land from Pardee Homes and subsequently constructed Sunset Substation in March 2008 that occupies PA70 of the Project. The Utility also anticipates expanding within the City-owned 4.2 acre property to add a 230kV transmission substation to serve future energy needs. In additional to the substation, the Utility has an existing high voltage underground electric duct bank that extends west from the substation at PA 70. The duct bank includes two circuits that will be utilized to serve the Butterfield Project	Section 3.5.2 of the 2016 SP will be revised to remove mention of a potential recycled water tank site on PA 70, the City's electrical substation site. Exhibits 3.8A and 3.8B in the 2016 SP will also be revised to remove mention of a potential recycled water tank site on PA 70. If it is determined that recycled water storage tank is needed within the Specific Plan area, an appropriate and feasible site will need to be identified.

City Comments	Pardee Response
with electricity. Therefore, the PA70 site would not be a good candidate for a potential Recycled Water Storage Tank site. As a reminder, the Electric Utility will require adequate easements need to service the project. The easement area behind sidewalk may be needed for vaults, conduits, meter pedestals, street lights and pad mounted transformers. [Note: Multiple exhibits depict PA 70 as a potential reservoir site)	

Staff comments and conditions noted above have been incorporated into conditions of approval for the Minor Modification request where applicable.

Future Discretionary Approvals

The full entitlement of the Project requires the following discretionary approvals:

- **Subsequent Development Approvals:** Development within the Butterfield Specific Plan area will be based on individual planning areas; each will potentially require a regulatory approval pursuant to the regulatory and development code requirements of the Butterfield Specific Plan. The following is a list of potential/future permits and approvals:
    - Tentative Tract Maps
    - Design Review (site plans)
    - Improvement Plans
    - Rough Grading Plans
    - Streambed Alteration Agreement
    - 404 Permit
    - National Pollution Discharge Elimination System Permit, 401 Certification, Storm Water Pollution Prevention Plan, and Other Water Quality Permits
    - Conditional Letter of Map Revision
    - Encroachment Permits/Easements
    - Community Facilities District
    - Utility Line Relocation California
    - Building Plans/Permits
    - Grading and Infrastructure Plans/Permits
    - Flood Control Facility Review/Acceptance
    - Certificates of Occupancy
    - Conditional Use Permit(s)
    - Annexation, Sphere of Influence Amendment, General Plan Amendment (PA 43B)
    - Individual Waste Discharge Requirements for Discharge of Recycled Water
    - Water Recycling Requirements, Master Recycling Permit
    - Storage Agreement
    - Use of State Water Project Facilities

Environmental Setting

The site is used intermittently for agriculture and livestock grazing, and has been extensively disturbed by human use. Disturbance includes grazing, disking, and contour farming. Vegetation types within the Project site consist primarily of annual grassland and mixed chaparral. Dominant plant species are non-native, including wild oat and brome grasses.

Smith Creek currently runs from north to south within the Project site boundaries. Within the Project boundary, Smith Creek is a natural earthen channel approximately 30 feet wide and ranges from 3 to 5 feet deep. The channel is mostly barren soil with a sandy bottom and soil sidewalls. Pershing Channel exists along the east boundary in the lower southwest portion of the Specific Plan area.

Existing topography of the site is relatively level due to its past farming and grazing disturbances. However, the site begins to slope upward toward the northeast corner of the site, since the San Bernardino Mountain range has its southern boundary along the edge of the site. The elevation of the southern portion of the Project site is approximately 2,560 feet; at the Project site's highest point in the northeast corner, the elevation is approximately 3,400 feet.

Vision and Objectives

The proposed Project would result in implementation of and construction related to a Specific Plan that would be consistent with the following goals and objectives established for the 2012 Specific Plan Project; these goals have been slightly updated to reflect adoption of the Butterfield Specific Plan, as modified, and the subsequent Settlement Agreement:

- **Master Planned Community:** Design and implement the development of a creatively designed master-planned community that expresses and embodies the City's vision of its future as articulated in the fundamental land use principals, policies, and objectives of the City's General Plan.
- **Proposed Specific Plan per the Settlement Agreement:** Revise the previously approved 2012 Specific Plan Project to reflect the Settlement Agreement, thereby implementing a master-planned community based on current and projected market conditions while maintaining the Specific Plan's underlying concept of comprehensive and cohesive development planning that allows for the appropriate physical and economic development of the property.
- **Provide a Quality, Livable Community:** Provide a quality, livable community through the implementation of a Specific Plan that will ensure a consistent quality of design, allow for the provision and maintenance of community amenities, and create a collection of cohesive, well-defined neighborhoods that provide residents with a clear sense of place and identity within the diverse fabric of the larger community.
- **Provide a Wide Range of Housing Opportunities:** Provide a range of high-quality housing opportunities by developing a diverse range of housing types

available at a variety of price points, responsive to market demand, varying lifestyles, and the developing economic profile of the community.

- **Promote Sustainability:** Promote the concept of sustainable community development by implementing green building practices in the selection of construction materials, the recycling of construction waste, and the use of energy- and water-efficient building practices.
- **Incorporate Water and Energy Efficiency:** Incorporate energy- and water-efficient design and technology into the homes, commercial buildings, and landscape of the Butterfield development.
- **Conserve Water Resources:** Conserve water resources and reduce demand for potable water within the Specific Plan area by maximizing the use of recycled water wherever appropriate, including the potential development of on-site recycled water treatment capacity, if needed.
- **Increase Employment Opportunities:** Increase local job opportunities through the approximate 30-year build out.
- **Ease of Navigation:** Create a community that is easy to navigate through careful use of landscape, signage, and entry design based on the Specific Plan's design objectives.
- **Recreational Amenities:** Provide recreational amenities that will serve the needs of neighborhood residents and others in the City of Banning, as well as nearby communities.
- **Safe and Efficient Circulation:** Provide a safe and efficient roadway network, linking all internal elements of the planned community with the surrounding area.
- **Encourage Alternative Transportation:** Encourage alternative transportation choices through the creation of a walkable community with well-defined pedestrian linkages between neighborhoods, amenities, schools, and commercial uses; the provision of bike paths; the creation of LSV/NEV [neighborhood electric vehicle/low-speed vehicle] linkages; and the development of multi-purpose trails.
- **Promote Community Security:** Promote community security and safety through appropriate outdoor lighting, the incorporation of "defensible space" concepts in the design of multifamily developments, and by encouraging community involvement through the area's master Homeowner's Association.
- **Address Drainage and Water Quality Issues:** Provide adequate drainage, flood control, and water quality improvements that satisfy applicable local, state, and federal criteria while respecting and enhancing/preserving natural drainage functions and features.
- **Ensure Provision of Public Services:** Ensure provision of adequate public services, utilities, and infrastructure in a timely manner as development occurs.
- **School Facilities:** Ensure provision of adequate education facilities within the planned community, pursuant to applicable school district and state requirements.

The General Plan Amendment and Minor Modification would implement and identify the changes described in and required by the Settlement Agreement. In addition to evaluating the changes noted above required under the Settlement Agreement, the Addendum evaluates the following additional changes:

- Adjustment of the remaining planning areas and backbone street system in the Specific Plan area to accommodate the Settlement Agreement changes.
- Adjustment of the land-use mix as reflected in Table 1, Comparative Land Use Summary, per the Settlement Agreement changes:
    - Reduction in the overall residential area
    - Increase in the overall open space area
- Realignment of the previously proposed "B" Street through the Specific Plan area as an easterly extension of Oak Valley Parkway to Highland Home Road. This realignment was determined to be necessary to accommodate upgrading of the Southern California Gas Company transmission line through the Specific Plan area and maintain it in a roadway area for maintenance and safety purposes. This line would be upgraded to current standards, but not increased in size. The original alignment for the gas line was through the golf course open space with limited public access, but given the elimination of the golf course to public open space, installing the 30-inch-diameter gas main line in a roadway is a more desirable and safe alternative.
- Adjustment of planning areas and backbone street system in the southern half of the Specific Plan area to accommodate realignment of Oak Valley Parkway/"B" Street for the gas line.

ENVIRONMENTAL ANALYSIS:

The Specific Plan EIR remains the valid and certified CEQA documentation for future development on the site, and is used to determine whether future development falls within the size and type of uses analyzed in the Specific Plan EIR.

Pursuant to the provisions of CEQA and the CEQA Guidelines, the City is the lead agency charged with the responsibility of deciding whether to approve the Project. As part of its decision-making process, the City is required to review and consider potential environmental effects that could result from construction and operation of the proposed Project.

The City's review of the Project and related Project components is limited to examining environmental effects associated with differences between the current Project and the 2012 Butterfield Specific Plan as analyzed in the Butterfield Specific Plan EIR. Pursuant to CEQA and the CEQA Guidelines, the City prepared an Addendum to provide decision-makers with a factual basis for evaluating the environmental impacts associated with the proposed Project. The City determined that there are no changes in circumstances or new information of substantial importance that would require preparation of a subsequent or supplemental EIR.

The Addendum reviews changes to the 2012 Butterfield Specific Plan as would be implemented by the Project and to existing conditions that have occurred since the Butterfield Specific Plan EIR was certified, and compares environmental effects of development of the Project with those previously disclosed in the Specific Plan EIR. The Addendum also reviews new information of substantial importance that was not known and could not have been known with exercise of reasonable diligence at the time the

Specific Plan EIR was certified, and evaluates whether there are new or more severe significant environmental effects associated with changes in circumstances under which the Project is being undertaken. It further examines whether, as a result of any changes or any new information, a subsequent or supplemental EIR may be required. This examination includes an analysis of provisions of Section 21166 of CEQA and Section 15162 of the CEQA Guidelines and their applicability to the Project.

The Addendum compares the environmental effects of the Project with those disclosed in the Specific Plan EIR to review whether any conditions set forth in Section 15162 of the CEQA Guidelines requiring preparation of a subsequent or supplemental EIR are met. Potential environmental effects of the Project including the proposed General Plan Amendment and minor modifications are addressed in the Addendum and compared against the original project for the following areas:

- Aesthetics, Light, and Glare
- Agricultural Resources
- Air Quality
- Biological Resources
- Climate Change
- Cultural and Historic Resources
- Geology, Soils, and Seismicity
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Noise
- Public Services and Utilities
- Transportation and Traffic
- Water Supply

The following issue areas were found to be less than significant in both the original project and the minor modifications Addendum:

- **Agricultural and Forestry Resources.** The Project would not conflict with existing zoning for or the rezoning of forestland or the loss of forest land or conversion of forest land to a non-forest use.
- **Biological Resources.** The Project would not interference with the movement of any native resident or migratory fish or wildlife species or with established migratory wildlife corridors, or conflict with local policies or ordinance protecting biological resources, such as a tree preservation policy or ordinance.
- **Geology, Soils, and Seismicity.** The Project would not involve development on soils incapable of supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of wastewater.
- **Hazards and Hazardous Materials.** The Project would not result in safety hazards for people residing or working in the Project area due to development located within 2 miles of a public or private airport.
- **Mineral Resources.** The Project would not result in the loss of a known mineral resource or the loss of availability of a locally important mineral resource recovery site.
- **Noise.** The Project would not result in the exposure of people residing or working in the Project area to excessive noise levels related to development located within 2 miles of a public or private airport.
- **Population and Housing.** The Project would not displace substantial numbers of people, necessitating the replacement of housing elsewhere.

The following issue areas were found to be significant and unavoidable in the both the original project and the Addendum:

Aesthetics, Light, and Glare

The Project site and surrounding area have not been developed or altered since the Specific Plan EIR was prepared. Due to the size of the proposed Project and the current context of rural, undeveloped conditions, the Project's impact on light and glare would be significant and unavoidable (although typical of any large-scale residential development, and mitigated to the extent feasible), as was determined in the Specific Plan EIR. All Project Design Features (PDFs) and Mitigation Measures (AES-1 through AES-7) remain applicable to the proposed Project.

Air Quality

Construction-Related Emissions: As determined in the Specific Plan EIR, Project-related emissions are anticipated to exceed South Coast Air Quality Management District (SCAQMD) thresholds, and construction-related emissions would be significant and unavoidable.

Regional Operational Emissions: During the operational phase, the Specific Plan EIR determined that the Project would result in a net increase in regional emissions of

reactive organic gas, nitrogen oxides, sulfur dioxide, carbon monoxide, particulate matter 10 micrometers or less in diameter (PM_{10}), and particulate matter 2.5 micrometers or less in diameter ($PM_{2.5}$) from operation of stationary and mobile sources. Even with the inclusion of PDFs to reduce potential air quality impacts to the degree feasible, emissions would remain more than the SCAQMD significance thresholds. Therefore, operation of the proposed Project would have a significant and unavoidable impact on regional air quality. Although Project impacts would be slightly reduced compared to the 2012 Specific Plan, impacts would still be significant and unavoidable.

Air Quality Management Plan Consistency: As the Project would exceed SCAQMD thresholds, the Project would potentially result in a long-term impact on the region's ability to meet state and federal air quality standards. The Project would conflict with the region's 2007 Air Quality Management Plan (AQMP), as it would not meet the AQMP's consistency criteria for construction-related emissions. However, the proposed Project is generally consistent with the City of Banning General Plan's assumptions regarding population and housing growth. Therefore, on a regional scale, emissions from the Specific Plan were considered in the forecasts presented in the 2007 AQMP. As with the 2012 Specific Plan, the proposed Project would meet the second AQMP consistency criterion.

All PDFs and Mitigation Measures (AQ-1 through AQ-8) from the 2012 Specific Plan remain applicable to the proposed Project. The Addendum includes minor edits to Mitigation Measure AQ-7 regarding diesel-powered construction equipment to remove references to outdated standards about certification from the Environmental Protection Agency. The current standards are included in the updated Mitigation Measure AQ-7 and remain valid.

Traffic and Circulation

Construction of the recommended road improvements for the Project would achieve applicable level-of-service criteria at all study area intersections; however, as some improvements could result in significant impacts to existing land uses (due to Project right-of-way requirements), certain improvements may either be made in part, be deferred, or not be implemented due to overriding considerations and/or limited funding. Further, many of the recommended improvements are located in jurisdictions outside of the City of Banning. Most of these improvements have been, can be, and should be implemented by other agencies, but successfully completing the improvements in a timely fashion cannot be guaranteed. Therefore, as with the 2012 Specific Plan, the proposed Project would result in significant unavoidable impacts relative to traffic and circulation.

All (PDFs) and Mitigation Measures (TRF-1 through TRF-4) remain applicable to the proposed Project. The Addendum includes minor edits to Mitigation Measures TRF-1, TRF-2, and TRF-4 to refer to updated tables that reflect changes resulting from the Settlement Agreement (i.e., extension of Highland Home Road from its existing terminus just north of Wilson Street through the Project site and connecting to Cougar Way instead of connecting to the existing terminus of Brookside Avenue, as was previously proposed in the 2012 Specific Plan).

Cumulative Impacts

Aesthetics, Light, and Glare

As with the 2012 Specific Plan, the Project would introduce significant sources of light and glare into an existing rural, undeveloped area and result in a significant and unavoidable adverse impact on nighttime views of the Project site in the interim and long-term build-out condition. Mitigation measures can reduce these impacts, but would not reduce them to a level of insignificance due to the nature, size, and scale of the proposed Project and its cumulative significance.

Air Quality

As with the 2012 Specific Plan, emissions from development and operation of the proposed Project would exceed the SCAQMD thresholds, resulting in a significant impact. In accordance with SCAQMD methodology, any project that cannot be mitigated to a level of less than significant is also significant on a cumulative basis.

Climate Change

Although the Project would incorporate reasonable and feasible mitigation measures, the Project's incremental contribution to global climate change would be significant on a cumulatively considerable basis. Although implementation of mitigation measures would reduce the proposed Project's greenhouse gas emissions, such Project-specific mitigation may not be feasibly imposed upon other cumulative projects. Therefore, as with the 2012 Specific Plan, the Project would result in cumulative impacts related to climate change.

Noise

As the Project cannot reasonably or feasibly mitigate for cumulative mobile noise impacts (e.g., constructing sound walls on private property adjacent to sensitive uses surrounding the project site or forcing existing residential uses to change their existing windows), implementation of the proposed Project would result in a significant and unavoidable impact for cumulative mobile noise impacts, as the combined and incremental effects criteria would be exceeded. This conclusion remains the same as analyzed in the 2012 Specific Plan EIR.

Traffic and Circulation

Construction of the recommended circulation improvements would achieve applicable level-of-service performance at all study area intersections; however, as some improvements could also result in significant impacts to existing land uses (due to cumulative right-of-way requirements), certain improvements may either be made in part, be deferred, or not be implemented at all due to overriding considerations and/or limited funding. Further, many of the recommended improvement sites are located in jurisdictions outside of the City of Banning. Most of these improvements could be implemented by other agencies, but successfully completing them in a timely fashion

cannot be guaranteed because the City has no jurisdiction over other agencies. Therefore, as with the 2012 Specific Plan, the proposed Project would result in significant and unavoidable cumulative traffic impacts.

Consistency with the General Plan

To be consistent with the Banning General Plan, the Butterfield Specific Plan must meet the statutory requirements of California Government Code Section 65451, and be legally adequate. Specific Plans function as implementation documents of General Plans. To an extent, the range of issues contained in a Specific Plan is left to the discretion of the decision-making body. However, all specific plans, whether prepared by a city or county, must comply with Sections 65450–65457 of the Government Code. These provisions require that a specific plan be consistent with the adopted general plan of the jurisdiction within which the specific plan area is located. In addition, specific plans must be consistent with any Airport Land Use Plan, pursuant to Public Utilities Code Section 21676. In turn, all subsequent subdivisions, annexations, development agreements, public works projects, and zoning regulations must be consistent with the specific plan.

The Butterfield Specific Plan is consistent with the relevant General Plan, and is legally adequate in that it incorporates the following:

- Maps, diagrams, and/or descriptions to adequately describe the distribution, location, extent, and size of the major infrastructure components needed to serve the project, including energy, water provisions, public services, and solid waste facilities.
- Discussion of the methods to be used for infrastructure financing and a program for implementation, standards and criteria by which development will proceed, and standards for the conservation, development, and utilization of natural resources, where applicable.
- A detailed statement of the relationship of the Specific Plan to the General Plan, including consistency between both plans and a comparison of goals, objectives, and policies.
- A discussion of how the Specific Plan implements the policies of the General Plan.

Addendum to the Environmental Impact Report: Butterfield Specific Plan

Adoption of a general plan amendment is a "project" subject to CEQA. The City of Banning certified an EIR for the Butterfield Specific Plan on March 27, 2012. Although the 2012 Butterfield Specific Plan is no longer proposed to be developed at the same intensity, the Specific Plan EIR remains the valid and certified CEQA documentation for future development on the site, and is used to determine whether future development falls within the size and type of uses analyzed in the Specific Plan EIR.

The City prepared an Addendum to the Butterfield Specific Plan EIR to provide decision-makers with a factual basis for evaluating the environmental impacts associated with the proposed Project, and determined that there are no changes in circumstances or new information of substantial importance that would require preparation of a subsequent or supplemental EIR.

The Addendum reviews changes to the 2012 Butterfield Specific Plan via the proposed Project and to existing conditions that have occurred since the Butterfield Specific Plan EIR was certified, and compares environmental effects of development of the Project with those previously disclosed in the Specific Plan EIR.

Statement of Overriding Considerations

The City Council adopted the Statement of Overriding Considerations for the Butterfield Specific Plan EIR on March 27, 2012 (see City Council Resolution No. 2012-24), which is still valid for the proposed Project. The proposed Project would not result in any new or more severe significant environmental effects compared to the Butterfield Specific Plan Final EIR.

PUBLIC COMMUNICATION:

The Planning Division mailed notices to surrounding property owners within 300 feet of the Project site in compliance with the City's noticing requirements for public hearings. As of the date of this report, staff has not received any comments for or against the project.

ATTACHMENTS:

1. Planning Commission Resolution

2. City Council Resolution
   a. Exhibit A – Butterfield Specific Plan Addendum dated November 2016 and Adopted Mitigation Monitoring & Reporting Program and Modifications
   b. Exhibit B - General Plan Exhibits
      i. Exhibit III-6
      ii Page III-61
      iii. Page III-71
   c. Exhibit C – Pardee Revised Butterfield Specific Plan dated November 2016 and associated Minor Modifications conditions of approval

3. Settlement Agreement

4. Public Hearing Notice

Prepared and Recommended By:

Patty Nevins

Patty Nevins
Senior Planner

Reviewed By:

Brian Guillot
Community Development Director

Attachment 4
Public Hearing Notice

NOTICE OF PUBLIC HEARING TO CONSIDER GENERAL PLAN AMENDMENT NO. 16-2501 TO REMOVE PLANNED EXTENSIONS OF HIGHLAND HOME ROAD NORTH OF WILSON STREET TO BROOKSIDE AVENUE AND CHERRY VALLEY BOULEVARD FROM THE GENERAL PLAN CIRCULATION ELEMENT WITHIN THE BUTTERFIELD SPECIFIC PLAN AND NOTICE OF INTENT TO ADOPT AN ADDENDUM TO THE FINAL ENVIRONMENTAL IMPACT REPORT AND ASSOCIATED MODIFICATIONS TO THE MITIGATION MONITORING AND REPORTING PROGRAM FOR THE BUTTERFIELD SPECIFIC PLAN

NOTICE IS HEREBY GIVEN of a public hearing before the City of Banning City Council to be held on Tuesday, February 14, 2017 at 5:00 p.m. in the Council Chambers, City Hall, 99 East Ramsey Street, Banning, California, to consider a request to approve General Plan Amendment (GPA) No. 16-2501, a proposal to remove the planned extension of Highland Home Road north of Wilson Street to Brookside Avenue and Cherry Valley Boulevard from the City's General Plan Circulation Element; and minor modifications to the Butterfield Specific Plan, located east of Highland Springs Avenue and north of Wilson Street, as a consequence of a litigation settlement agreement between *Highland Springs Resort v. City of Banning* (Riverside County Superior Court Case No. RIC 1206246, Consolidated with Case No. RIC 1206271). The proposal includes the adoption of an Addendum to the Final Environmental Impact Report and associated modifications to the Mitigation Monitoring and Reporting Program.

Information regarding the General Plan Amendment, Addendum to the Final Environmental Impact Report, modifications to the Mitigation Monitoring and Reporting Program, and minor modifications to the Butterfield Specific Plan, and all relevant materials can be obtained by contacting the City's Community Development Department at (951) 922-3125, or by visiting the City Hall located at 99 East Ramsey Street, Banning during regular business hours. You may also go to the City of Banning website at http://www.ci.banning.ca.us/.

All parties interested in speaking either in support of or in opposition of this item are invited to attend said hearing, or to send their written comments to the Community Development Department, City of Banning at P.O. Box 998, Banning, California, 92220.

If you challenge any decision regarding the above proposal in court, you may be limited to raising only those issues you or someone else raised in written correspondence delivered to the City Clerk at, or prior to, the time the City Council makes its decision on the proposal; or, that you or someone else raised at the public hearing or in written correspondence delivered to the hearing body at, or prior to, the hearing (California Government Code, Section 65009).

BY ORDER OF THE COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF BANNING, CALIFORNIA

Brian Guillot
Community Development Director

Dated: January 31, 2017
Publish: February 3, 2017

CITY OF BANNING
CITY COUNCIL REPORT

TO: **CITY COUNCIL**

FROM: **Michael Rock, City Manager**

PREPARED BY: **Fred Mason, Electric Utility Director**
Brandon Robinson, Associate Electrical Engineer

MEETING DATE: **February 14, 2017 (continued from January 24, 2017)**

SUBJECT: **Discuss and Consider Resolution 2017-01, "Awarding the Construction Contract for IFB NO. C00143 Project 2016-04EL 'Installation of a Warehouse Security System' and Rejecting all Other Bids"**

RECOMMENDATION:

Adopt City Council Resolution 2017-01:

I. Approving Resolution 2017-01 approving the revised Bid Schedule and awarding the Construction Contract for IFB NO. C00143 Project No. 2016-04EL "Installation of a Warehouse Security System" to Style Electric, Inc. of Murrieta, California, in the amount not to exceed $92,260,07 including taxes and allowing a 10% contingency of 9,226.

II. Authorizing the City Manager to execute the applicable construction contracts, professional services agreements, and amendments related to IFB NO. C00143 Project 2016-04EL "Installation of a Warehouse Security System" and to approve change orders within the 10% contingency.

III. Authorizing the Administrative Services Director to make the necessary budget adjustments, appropriations, and transfers related to the project.

JUSTIFICATION:

Approval of this resolution would support the City of Banning Electric Utility ("Utility") in providing video surveillance around the perimeter of the Corporate Yard and Fueling Station, and providing security card readers at the new Corporate Yard Warehouse.

BACKGROUND:

In April of 2010, the City Council adopted Resolution 2010-27 which authorized the use of Electric Bond funds for the construction of a new Corporate Yard Warehouse to replace the existing dilapidated structure. Resolution 2015-12 was adopted by the Banning City Council on March 24, 2015 authorizing construction of the new Corporate Yard Warehouse. The Utility and City of Banning Information Technology Department (IT) met in the past to discuss options for securing the Warehouse and other improvements recently completed at the Corporate Yard. IT suggested the implementation of the same or compatible security card reader system currently installed at Banning City Hall and the City of Banning Utility Office. The Utility also met with the City of Banning Police personnel to discuss the need for video surveillance at the Corporate Yard to protect new and existing assets. It was recommended that the Utility use the same type of Closed Circuit Television system that is being utilized by the Banning Police Department to streamline surveillance data so that it may be accessed within the same system as other City-owned surveillance cameras.

The proposed video surveillance system at the Corporate Yard includes a network video recorder that will support up to 20 digital IP cameras. This new surveillance system will enable staff to review images from all angles around the perimeter of the Corporate Yard Warehouse and perimeter and interior of the Corporate Yard when conducting accident and incident investigations. A total of fourteen (14) security card readers will be installed at the new Corporate Yard Warehouse limiting access to certain areas/rooms to authorized City staff.

The Utility originally advertised Project No. 2016-04EL "Installation of a Warehouse Security System" on June 3 and June 10, 2016 in the Press Enterprise, Desert Sun, City of Banning website and various online industry plan rooms.

On June 29, 2016 the City Clerk received one (1) bid, publicly opened and read out loud the following results:

Company	Bid Results
1. Style Electric	$92,504.01

As a result of receiving only one bid from prospective contractors to complete the project, the City Council rejected the bid and directed staff to rebid the project, during the July 12, 2016 regular City Council meeting. Staff re-advertised the project immediately in order to accommodate a very tight schedule for completion of this project in conjunction with the completion of the new Corporate Yard Warehouse.

The Utility and City's Purchasing Manager re-advertised Project No. 2016-04EL "Installation of a Warehouse Security System" on July 15 and July 22, 2016 in the Press Enterprise, Desert Sun, Record Gazette, City of Banning website and various online industry plan rooms.
The Utility received inquiries about plans and specifications from multiple vendors. The Purchasing Manager took the lead with most of the contract administration during the bid phase to ensure that the City advertised efficiently and also contacted several vendors familiar with the scope of work. Prospective bidders were invited to a non- mandatory pre-bid job walk on July 27, 2016 at 10:00am to review the scope of work and survey the project site.

On August 11, 2016 the City Clerk received four (4) bids, publicly opened and read out loud the following results:

Company		Bid Results
1.	Style Electric, Inc.	$93,800.37
2.	Huntington Security Systems, Inc.	$123,375.00
3.	Maxim Security Systems	$128,145.00
4.	Cyberwatch Communications	$158,776.10

The Utility and Purchasing Manager received a bid protest from Huntington Security Systems Inc. on August 19, 2016. Following the review of the bid protest, Banning's Deputy City Manager/Administrative Services Director and Purchasing Manager decided that the project should be rebid due to inconsistencies in the bid documents for the two lowest bidders.

The project was re-advertised as IFB NO. C00143 Project No. 2016-04EL "Installation of a Warehouse Security System" on December 2 and December 9, 2016. The re-advertised project included slight changes to the Scope of Work. The City utilized the same procedure as the two previous Notices Inviting Bids, except it required a mandatory pre-bid job walk in the third advertisement. A total of six interested bidders attended the mandatory pre-bid job walk on December 14, 2016 at 10:00am.

On January 4, 2017 the City Clerk received four (4) bids, publicly opened and read out loud the following results:

Company		Bid Results
1.	Style Electric, Inc.	$99,463.31
2.	California Gate & Entry Systems	$123,900.00
3.	Digital Technologies, Inc.	$129,035.00
4.	Maxim Security Systems	$129,145.00

A copy of the bid results are provided in Exhibit "A" and the documents for the lowest responsive bidder, Style Electric, Inc, can be found attached as Exhibit "B". Based on staff's research and evaluation, we believe this is a fair and equitable proposal.

UPDATE PER COUNCIL DIRECTION:

At the January 24th Council meeting, City Council awarded the contract to the low bidder, Style Electric, but directed staff to work with the contractor to lower the cost, if possible. Staff, including the Electric Utility Director, Electrical Engineer, IT Manager and Police IT Technician met with the contractor and discussed the Council's concerns. The discussion included utilizing less expensive cameras, NVR costs, and trying to reduce the cost on the current configuration.

The IT Manager and Technician strongly opposed utilizing a lower quality camera. They provided examples of lower quality security camera systems throughout the City that were implemented and stopped working within two to three years after installation. They strongly recommended utilizing the higher quality cameras currently specified in the bid package, which have a 10-12 year useful life expectancy. The contractor indicated that he could contact the camera manufacturer and try and negotiate a further price reduction.

The NVR specifications/cost were discussed, and it was explained by the IT Manager that the reason for the price was the amount of storage the City is required to have, which is due to the State law requiring the City to maintain a minimum of one year of video records. This State requirement results in the need for an NVR with 50 Terabytes of memory. Additionally, if the City were to purchase a computer server separately and install the security software, the cost would be virtually the same, but we would not get the warranty that the company offers when it provides the NVR with the software configuration as a package.

Based on the discussion during the meeting, staff directed the contractor to work with the manufacturer to reduce the cost, while maintaining the quality of the cameras and the NVR configuration, which included the warranty.

The contractor reported back that he was able to get a price reduction on both the cameras and the NVR, based on the City being a "governmental" customer. The manufacturer also indicated that they had just released a newer version of the camera, which they would provide at the reduced price. With the manufacturer's price consideration, the Style Electric's contract price was reduced to $92,260.07. Original and revised Bid Schedules are attached herewith as Exhibit "C".

Staff recommends City Council approval of the proposed project specifications and Style Electric's revised Bid Schedule.

FISCAL IMPACT:

The Utility would require an appropriation from the Electric Fund to account 673-7000-473.90-15 Building Improvements in the amount of $101,486.07 for costs associated with Project 2016-04EL "Installation of a Warehouse Security System."

OPTIONS:

1. Adopt Resolution 2017-01 approving the revised Bid Schedule for the Construction Contract for IFB NO. C00143 Project 2016-04EL "Installation of a Warehouse Security System" and awarding the contract to Style Electric, Inc. of Murrieta, California, in the amount not to exceed $92,260.07 including taxes and allow a 10% contingency of $9,226.

2. Do not approve the revised Bid Schedule for the Construction Contract for IFB NO. C00143 Project 2016-04EL "Installation of a Warehouse Security System" and give staff further direction.

3. Reject all bids.

ATTACHMENTS

Exhibit A: Summary of All Bids
Exhibit B: Bid Tabulation Spreadsheet with Contractor Bid Documents
Exhibit C: Original and Revised Bid Schedules for Style Electric

Approved by:

for M. Rock

Michael Rock
City Manager

RESOLUTION 2017-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE AWARD OF THE CONSTRUCTION CONTRACT FOR IFB NO. C00143 PROJECT 2016-04EL "INSTALLATION OF A WAREHOUSE SECURITY SYSTEM" AND REJECTING ALL OTHER BIDS

WHEREAS, the City of Banning owns and operates its Municipal Electric Utility; and

WHEREAS, it is essential that the City of Banning continues to maintain and upgrade Electric Utility facilities to support City operations; and

WHEREAS, the City of Banning adopted Resolution 2010-27 which authorized the use of Electric Bond funds for the construction of a new Corporate Yard Warehouse to replace the existing dilapidated structure; and

WHEREAS, the City of Banning adopted Resolution 2015-12 which authorized the construction of the new Corporate Yard Warehouse; and

WHEREAS, the City of Banning Electric Utility requires video surveillance around the perimeter and interior of the Corporate Yard as well as security card readers at the new Corporate Yard Warehouse; and

WHEREAS, staff solicited proposals for IFB NO. C00143 Project 2016-04EL "Installation of a Warehouse Security System" and received and evaluated bids, attached herewith as Exhibit "A"; and

WHEREAS, Style Electric is the lowest responsive and responsible bidder to complete the scope of work related to IFB NO. C00143 Project 2016-04EL "Installation of a Warehouse Security System" attached herewith as Exhibit "B"; and

WHEREAS, the City Council awarded the bid to Style Electric at its January 24, 2017 Council meeting, and directed staff to work with the contractor to reduce the project costs; and

WHEREAS, staff negotiated with the contractor resulting in a price reduction from $99,463 to $92,260; and

WHEREAS, the Utility requires an appropriation from the Electric Fund to account 673-7000-473.90-15 Building Improvements in the amount of $101,486.07;

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

SECTION 1. Adopt Resolution 2017-01 approving the revised Bid Schedule and awarding the Construction Contract for IFB NO. C00143 Project No. 2016-04EL "Installation of a Warehouse Security System" to Style Electric, Inc. of Murrieta, California, in the amount not to exceed $92,260,07 including taxes and allowing a 10% contingency of 9,226.

SECTION 2. Authorize the City Manager to execute the applicable construction contracts, professional services agreements, and amendments related to IFB NO. C00143 Project 2016-04EL "Installation of a Warehouse Security System" and to approve any change orders within the 10% contingency.

SECTION 3. Authorize the Administrative Services Director to make the necessary budget adjustments, appropriations, and transfers related to the project.

PASSED, APPROVED AND ADOPTED this 14th day of February 2017.

_____
George Moyer, Mayor
City of Banning

ATTEST:

_____
Marie A. Calderon, City Clerk

APPROVED AS TO FORM AND LEGAL CONTENT:

_____
John C. Cotti, Interim City Attorney
Jenkins & Hogin, LLC

Exhibit “A”

SUMMARY OF BIDS RECEIVED
CITY OF BANNING

IFB - PROJECT NO.: C00008 - 2016EL
DESCRIPTION: Installation of a Warehouse Security System
BID OPENING DATE: August 11, 2016 TIME: 2:00 P.M.

NAME OF BIDDER	ADDENDUM NO. 1	ADDENDUM NO. 2	BID BOND	TOTAL BID AMOUNT
Maxim Security Systems	✓	✓	✓	$128,145.00
Style Electric	✓		✓	$93,800.37
Cyberwatch Communications	✓	✓	✓	$158,776.10
Huntington Security Systems, Inc.	✓	✓	✓	$123,375.00

VERIFIED BY: [signature] 8/11/16
[signature] 8/11/16

CITY OF BANNING - PUBLIC WORKS

C00008 - Project No. 2016-04EL Installation of a Warehouse Security System

	DESCRIPTION	QUANTITY	UNIT OF MEASURE	Style Electric					Maxim Security Systems					Huntington Security Systems, Inc.					Cyberwatch Communications				
				Add. #1 Rec.	Add. #2 Rec.	Bid Bond	Price	Ext. Price	Add. #1 Rec.	Add. #2 Rec.	Bid Bond	Price	Ext. Price	Add. #1 Rec.	Add. #2 Rec.	Bid Bond	Price	Ext. Price	Add. #1 Rec.	Add. #2 Rec.	Bid Bond	Price	Ext. Price
1	Install Von duprin Power Supply and Exit Device for Door 100A	1	EA				$ 3,649.66	$ 3,649.66				$ 3,500.00	$ 3,500.00				$ 3,875.00	$ 3,875.00				$ 1,638.35	$ 1,638.35
2	Install Mortise Lock and Mortise Hinges for Doors 108A, 108B, 109A, 110A, 122A, 117C, and 113A	7	EA				$ 1,265.42	$ 8,857.94				$ 1,200.00	$ 8,400.00				$ 967.00	$ 6,769.00				$ 620.00	$ 4,340.00
3	Install Electric Strikes for Doors, 110E, 116A, and 117B	3	EA				$ 600.60	$ 1,801.80				$ 1,425.00	$ 4,275.00				$ 959.00	$ 2,877.00				$ 2,557.50	$ 7,672.50
4	Install Electric Strikes for Doors 116B, and 206A Including Door Frame Preparation	2	EA				$ 600.60	$ 1,201.20				$ 1,130.00	$ 2,260.00				$ 959.00	$ 1,918.00				$ 2,557.50	$ 5,115.00
5	Install Electrified Cylindrical Lockset and Electrified Hinge for Door 110D	1	EA				$ 600.60	$ 600.60				$ 1,425.00	$ 1,425.00				$ 733.00	$ 733.00				$ 620.00	$ 620.00
6	Install of 4-Door TCP/IP Kit	1	EA				$ 4,378.06	$ 4,378.06				$ 4,560.00	$ 4,560.00				$ 4,434.00	$ 4,434.00				$ 1,240.00	$ 1,240.00
7	Install of Dual Reader Boards	5	EA				$ 920.21	$ 4,601.05				$ 710.00	$ 3,550.00				$ 820.00	$ 4,100.00				$ 1,356.25	$ 6,781.25
8	Install ProxyPro Card Readers with Keypads	14	EA				$ 462.32	$ 6,472.48				$ 580.00	$ 8,120.00				$ 1,254.00	$ 17,556.00				$ 829.25	$ 11,609.50
9	Install Digital NVR with 8 IP Camera Licenses	1	LS	Yes	No	Yes		$ 24,372.48	Yes	Yes	Yes		$ 19,325.00	Yes	Yes	Yes		$ 16,803.00	Yes	Yes	Yes		$ 14,942.00
10	Individual IP Video Management Licenses	6	EA				$ 115.62	$ 693.72				$ 100.00	$ 600.00				$ 126.00	$ 756.00				$ 387.50	$ 2,325.00
11	Install Outdoor Zoom Dome Cameras with 3x Optical Zoom Lens	4	EA				$ 1,589.13	$ 6,356.52				$ 1,150.00	$ 4,600.00				$ 705.00	$ 2,820.00				$ 3,300.00	$ 13,200.00
12	Install Zoom Bullet Cameras with 10x Optical Zoom Lens	10	EA				$ 1,876.79	$ 18,767.90				$ 1,980.00	$ 19,800.00				$ 1,116.00	$ 11,160.00				$ 1,650.00	$ 16,500.00
13	Install 16-port PoE Switch Gigabit	1	EA				$ 512.63	$ 512.63				$ 2,040.00	$ 2,040.00				$ 924.00	$ 924.00				$ 1,312.50	$ 1,312.50
14	Install OM3 50 Micron Fiber Optic Cable	3000	LF				$ 2.90	$ 8,700.00				$ 9,850.00	$ 9,850.00				$ 1.55	$ 4,650.00				$ 9,300.00	$ 9,300.00
15	Fiber Connectors	10	EA				$ 18.74	$ 187.40				$ 46.50	$ 465.00				$ 135.00	$ 1,350.00				$ 1,550.00	$ 15,500.00
16	Install Cat 6 Cable Through 1" Flexible Conduit	500	LF				$ 0.75	$ 375.00				$ 1,850.00	$ 1,850.00				$ 2.12	$ 1,060.00				$ 75.00	$ 37,500.00
17	Install 10-Port Gigabit Websmart PoE+ Switches	3	EA				$ 457.31	$ 1,371.93				$ 1,650.00	$ 4,950.00				$ 1,882.00	$ 5,646.00				$ 310.00	$ 930.00
18	All Other Miscellaneous Hardware and Mounting Equipment for Cameras	1	LS					$ 900.00					$ 28,575.00					$ 38,452.00					$ 8,250.00
	Total			$				93,800.37	$				128,145.00	$				125,883.00	$				158,776.10
19	Bid Submittal Checklist			Incomplete					Yes					Yes					Yes				
20	Class C-10 License			#671451 - Exp. 09/30/17					#919445 - Exp. 07/31/18					#758744 - Exp. 02/28/17					#938653 - Exp.10/29/17				
	Vendor Packet Information																						
	Contact Person for Agreement			John D. Hilberg					Rusty Rosebery					Scott Mullins					Hamid Marshall				
	Title			Owner					Senior Account Executive					President					CEO/President				
	Address			19770 Avenida de Arboles					9064 Pulsar Court, Ste. F					2681 Dow Ave., Ste. B					90 East Gish Road, Ste. 215				
	City, State & Zip			Murrieta, CA 92562					Corona, CA 92883					Tustin, CA 92780					San Jose, CA 95112				
	Phone			951-696-4604					951-526-2979					714-389-7683					408-487-0864				
	Notes			Addendum #2 not received, Item 19 - Preliminary Project Schedule Not Included					Item 12 & 16 - quoted flat rate.					Item 8 - calculated incorrectly in bid documents.					Item 14 & 15 - May replace with wireless.				

Exhibit “B”

CONTRACT DOCUMENTS

FOR

Project No. 2016-04EL, "Installation of a Warehouse Security System"

IN THE CITY OF BANNING

BANNING, CA
Established 1913
Proud History
Prosperous Tomorrow

PREPARED BY:

ELECTRIC UTILITY DEPARTMENT
176 E. LINCOLN STREET
BANNING, CALIFORNIA 92220
JULY 2016

SECTION I - PROCEDURAL DOCUMENTS

SECTION 1.1
OF
PROCEDURAL DOCUMENTS

INVITATION FOR BIDS

Sealed Bids for **Project No. 2016-04EL, "Installation of a Warehouse Security System"** will be received by the CITY OF BANNING ("Owner") until **3:00 p.m.**, Pacific Standard Time on **Tuesday, August 9, 2016,** and then publicly opened and read aloud at the location listed below:

CITY CLERK'S OFFICE
BANNING CITY HALL
99 E. RAMSEY STREET

The principal items of work includes the furnishing of all labor, materials, equipment, services, and incidentals necessary for the installation of a keypad entry devices, perimeter surveillance cameras, and required power and communication wiring at the Corporate Yard and Warehouse at 176. E. Lincoln St. in the City of Banning, California, as set forth in the Construction Documents which include, but are not limited to, the Drawings, Addenda and Specifications. The work shall be completed per the current Greenbook and the City of Banning Specifications.

Copies of the Project Bid Documents may be obtained on the City of Banning website in PDF format at http://ci.banning.ca.us/bids.aspx.

A NON-MANDATORY Pre-Bid Meeting will be held on Wednesday, July 27, 2016 at 10:00 a.m. at 176 E. Lincoln Street, Banning, CA 92220. Any questions pertaining to this Invitation to Bid shall be directed to Jennifer McCoy at jmccoy@ci.banning.ca.us no later than August 2, 2016 at 5pm.

Bidders on this work will be required to comply with the California Labor Code Section 1410 et. seq., California Labor Code Section 1777.6, and implementing regulations concerning equal opportunity for Apprentices. This project is also subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR) through Senate Bill 854: Prevailing Wage Compliance Monitoring.

All contractors and subcontractors who bid on this work must be registered with DIR pursuant to California Labor Code section 1725.5, with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a).

The Director of the Department of Industrial Relations has ascertained the general prevailing rate of per diem wages and the general rate for holiday and over-time work in the locality in which the work is to be performed for each craft or type of workmen needed to execute the Contract or Work as hereinafter set forth (see Labor code 1770 et seq.). Copies of rates are on file at the office of the Owner, which copies shall be made available to review to any interested party on

request. The successful Bidder shall post a copy of such determinations at the job site. Attention is called to the fact that not less than the minimum salaries and wages shall be paid on this Project by all Contractors and Subcontractors. The Contractor will be required to pay the higher of State or Federal prevailing wage rates.

Bids are required for the entire work described herein. This contract is subject to the State contract nondiscrimination and compliance requirements pursuant to Government Code Section 12990.

The City of Banning hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in being considered for an award.

Each Bid shall be submitted on a form furnished as part of the Contract documents. All Bids shall be accompanied by cash, cashiers or certified check payable to the order of the City of Banning, amounting to ten percent (10%) of the Bid, or by a bond in said amount and payable to said Owner signed by the bidder and a corporate surety. The amount so posted shall be forfeited to the Owner if the bidder depositing the same does not, within fifteen (15) days after written notice has been mailed to bidder that the contract has awarded to such bidder, enter into a contract with the Owner.

The Contractor will be required to submit a certificate of insurance, which indemnifies the Owner for damage to any portion of the work resulting from fire, explosion, hail, lightning, flood, vandalism, malicious mischief, wind, collapse, riot, aircraft, or smoke. The Contractor will also be required to submit a Payment Bond and a Contract Performance Bond, each in the amount of one hundred (100) percent of the Contract Price, with a corporate surety approved by the Owner. All Bonds must be in the form required by the Owner (substitutions are not permitted) and the Company must be authorized to conduct/transact business in the State of California.

PAYMENT

Progress payments will be made in accordance with the provisions of the General Conditions and/or Specifications and on itemized estimates duly certified and approved by the Owner submitted in accordance therewith, based on labor and materials incorporated into said Work during the preceding month by the Contractor.

Payment shall not be made more often than once each thirty (30) days. Final payment shall be made thirty-five (35) days subsequent to recordation of Notice of Completion.

The agency shall hold retention from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work, and pay retention to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted, including incremental acceptances of portions of the Contract work by the agency. Any delay or postponement of

payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor.

SUBSTITUTION OF SECURITIES

The Contractor may, at his sole cost and expense, substitute securities equivalent to any moneys withheld by the Owner to ensure performance under the contract. Such securities shall be deposited with the Owner or with a state or federally chartered bank as escrow agent who shall pay such moneys to the Contractor upon satisfactory completion of the contract.

The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive interest thereon, if any. Securities eligible for substitution shall include those listed in Public Contract Code Section 22300.

REQUIRED LICENSE CLASSIFICATION

Under Section 7059 of the Business and Professions Code, the bidder (or a subcontractor listed by the bidder) must have a license classification, which is sufficient to perform a majority of the project. The Owner has determined that a **Class C-10** license is necessary to bid this project. If the bidder is a specialty contractor, the bidder is alerted to the requirements of Business and Professions Code Section 7059.

AWARD AND EXECUTION

The award of contract, if made, will be within forty-five (45) calendar days from the date of the bid opening.

The Contractor shall execute the Contract within fifteen (15) calendar days after he has been notified in writing of the award.

The Owner hereby reserves the right to reject any and all proposals, to waive any irregularity, award any combination of schedules and to award the contract to the lowest responsive and responsible bidder. In case the lowest bid proposal is higher than the Engineer's estimate, the owner reserves the right to negotiate a contract with the lowest responsive and responsible bidder. No bidder may withdraw his bid for a period of forty-five (45) calendar days after the bid opening.

CITY OF BANNING, CALIFORNIA

Dated: July 13, 2016

By: _____

Title: CITY CLERK

SECTION 1.2

OF
PROCEDURAL DOCUMENTS

INSTRUCTIONS TO BIDDER

Bids will be received by the CITY OF BANNING, herein called the "Owner", at the office of the City Clerk, 99 East Ramsey Street, Banning, CA 92220, **Tuesday, August 9, 2016**, and then at said office publicly opened and read aloud.

Each Bid must be submitted in a sealed envelope, addressed to the Owner at the above-referenced address. Each sealed envelope containing a Bid must be plainly marked on the outside as **Project No. 2016-04EL, "Installation of a Warehouse Security System"** and the envelope should bear on the outside the name of the Bidder, his address, his license number and the project number, if applicable. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Owner at the above-referenced address.

All Bids must be made on the required Bid form (Section 1.3). All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid form, including all attachments, must be fully completed and executed when submitted.

The Owner may waive any informalities or minor defects or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within forty-five (45) calendar days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the Bidder.

Bidders must satisfy themselves of the character of the work to be performed by examination of the site and review of the Contract Documents, including Addenda. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the nature of the work to be done.

The Plans and Specifications are hereby made a part of this contract.

Deadline for submittal of bid Request for Information (RFIs) is August 2, 2016 at 5:00 p.m. local time. Submit all inquiries to Jennifer McCoy, City of Banning Electric Utility, 176 E. Lincoln St., Banning, CA 92220, by e-mail at jmccoy@ci.banning.ca.us.

The owner shall provide to Bidders prior to Bidding, all information that is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The Contract Documents contain the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

Each Bid shall be submitted on a form furnished as part of the Contract Documents. All Bids shall be accompanied by cash, cashier's or certified check payable to the order of the "City of Banning" amounting to ten percent (10%) of the bid, or by a bond in said amount and payable to the Owner, signed by the bidder and a corporate surety, or by the bidder and two sureties who shall justify before any officer competent to administer an oath, in double said amount and over and above all statutory exemptions. The amount so posted shall be forfeited to the Owner in case the bidder depositing the same does not, within fifteen (15) days after written notice has been mailed to Bidder that the contract has been awarded to such bidder, enter into a contract with the Owner.

As soon as the Bid prices have been compared, the Owner will return the Bid Bonds of all except the three lowest responsive and responsible Bidders. When the Agreement is executed, the bonds of the two remaining unsuccessful Bidders will be returned. The Bid Bond of the successful Bidder will be retained until all Contract Documents have been executed and approved, after which it will be returned.

Bonds must be in the form required by the Owner (substitutions are not permitted) and the company must be authorized to conduct/transact business in the State of California.

The Contractor will be required to submit a Payment Bond and a Contract Performance Bond (on the required form), in the amount of 100% of the Contract Price, with a corporate surety approved by the Owner.

The Contractor may, at his sole cost and expense, substitute securities equivalent to any moneys withheld by the Owner to ensure performance under the contract. Such securities shall be deposited with the Owner or with a state or federally chartered bank as escrow agent who shall pay such moneys to the Contractor upon satisfactory completion of the contract.

The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive interest thereon, if any. Securities eligible for substitution shall include those listed in Public Contract Code Section 22300.

Attorneys-in-fact who sign Bid Bonds or Payment Bonds and Contract Performance Bonds must file with each Bond a certified and effective dated copy of their power of attorney.

The party to whom the Contract is awarded will be required to execute the Agreement and submit the Insurance Certificates on the required forms within fifteen (15) calendar days from the date when Notice of Award is delivered to the Bidder. Please the attached appendix A "City of Banning Insurance Requirements for Contractors" for additional information.

The Notice of Award shall be accompanied by the necessary Agreement and Insurance Certificate forms. In case of failure of the bidder to execute the Agreement, the Owner may at his option consider the bidder in default; in which case the Bid Bone accompanying the proposal shall become the property of the owner and award the contract to the next lowest bidder.

The Owner, within fifteen (15) days of receipt of acceptable Insurance Certificates and Agreement signed by the party to whom the Contract was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Owner not execute the

Agreement within such period, the Bidder may by Written Notice withdraw his signed Agreement. Such notice of Withdrawal shall be effective upon receipt of the notice by the Owner.

The Notice to Proceed shall be issued within ten (10) days of the execution of the agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period; the time may be extended by mutual agreement between the Owner and Contractor. If the Notice to Proceed has not been issued within the above-specified period or within the period mutually agreed upon, the contractor may terminate the Agreement without further liability on the part of either party.

The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligation of the Agreement and to complete the Work contemplated therein.

A conditional or qualified Bid will not be accepted. Award, if made, will be made to the lowest responsive and responsible Bidder, as determined by the Owner.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout.

Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to his Bid.

All Bidders shall supply the names and addresses of major material suppliers, subcontractors and references as required as set forth in the Bid.

SECTION 1.3
OF
PROCEDURAL DOCUMENTS

BID

Proposal of John D. Hilberg, hereinafter called "bidder", organized and existing under the laws of the State of California, doing business as Style Electric.
*insert "a corporation", "a partnership", or "an individual", as applicable.

To the CITY OF BANNING, hereinafter called "Owner":

In compliance with your Invitation for Bids and Instruction to Bidders, Bidder hereby proposes to perform all work for the **Project No. 2016-04EL, "Installation of a Warehouse Security System"** in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid, the Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his own organization that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees that the Owner shall have a period of forty-five (45) calendar days after opening of bids within which to accept or reject the bids.

Bidder agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to achieve Substantial Completion **within Thirty (30) calendar days**. Final Completion shall be achieved within seven (7) calendar days following receipt of Substantial Completion punch-list.

Bidder agrees that if the project is not fully completed within said time, he shall pay as liquidated damages, the sum of **$500.00** for each calendar day thereafter as provided in the General Conditions, and that this amount shall be presumed to be the amount of damages sustained by Owner in the event of such a breach by Bidder, as it would be impractical or extremely difficult to fix the actual damage.

BID SCHEDULE

Project No. 2016-04EL, "Installation of a Warehouse Security System""

The Bid Schedule includes Bid Items 1 through 18. The work of each Bid Item is specified or shown in the Contract documents.

Bidder will perform and complete the work in accordance with the Contract documents for the following Lump Sum and Unit Prices.

A Lump Sum or Unit Price, as applicable, shall be offered for each Bid Item; failure to do so shall render the Bid non-responsive. All prices shall be in legible figures (not words) written in ink or typed. Unit Prices shall be multiplied by the Estimated Quantity ("Est. Qty.") to calculate the Extended Amount.

Lump Sum Items: the bidder is to provide the price to perform all work as specified or shown herein, including labor, materials, equipment and all overhead and profit, as well as any other ancillary costs associated with completing this work.

Unit Price Items: the bidder is to provide a unit price and should include all labor, materials, equipment and all overhead and profit, as well as any other ancillary costs associated with completing the work. The Contractor will be compensated for the actual unit quantities performed in accordance with the terms and conditions set forth in the Contract.

Bid **Lump Sum** and **Unit Prices** shall include all applicable taxes.

The **Schedule Bid Price** shall be the sum of the amounts for Bid Items 1 through 18.

Having carefully examined the Contract documents, as well as the site of the work, and the availability of materials and labor, Bidder proposes to perform the work identified in the Contract documents under the terms and conditions contained herein for the prices and amounts set forth below.

The Bid Schedule pertains to all work as shown on the project drawings and described in the project specifications.

Bid Item	Description	Est. Qty.	Unit	Unit Price	Total
1	Install Von Duprin Power Supply and Exit Device for Door 100A	1	EA	$3,649.64	$3,649.64
2	Install Mortise Lock and Mortise Hinges for Doors 108A, 108B, 109A, 110A, 122A, 117C, and 113A	7	EA	$1,265.42	$8,857.94

Bid Item	Description	Est. Qty.	Unit	Unit Price	Total
3	Install Electric Strikes for Doors 110E, 116A, and 117B	3	EA	$ 600.60	$ 1,801.80
4	Install Electric Strikes for Doors 116B, and 206A Including Door Frame Preparation	2	EA	$ 600.60	$ 1,201.20
5	Install Electrified Cylindrical Lockset and Electrified Hinge for Door 110D	1	EA	$ 600.60	$ 600.60
6	Install of 4-Door TCP/IP Kit	1	EA	$ 4,378.06	$ 4,378.06
7	Install of Dual Reader Boards	5	EA	$ 920.21	$ 4,601.05
8	Install ProxyPro Card Readers with Keypads	14	EA	$ 462.32	$ 6,472.48
9	Install Digital NVR with 8 IP Camera Licenses	1	LS		$ 24,372.48
10	Individual IP Video Management Licenses	6	EA	$ 115.62	$ 693.72
11	Install Outdoor Zoom Dome Cameras with 3x Optical Zoom Lens	4	EA	$ 1,589.13	$ 6,356.52
12	Install Zoom Bullet Cameras with 10x Optical Zoom Lens	10	EA	$ 1,876.79	$ 18,767.90
13	Install 16-port PoE Switch Gigabit	1	EA	$ 512.63	$ 512.63
14	Install OM3 50 Micron Fiber Optic Cable	3000	LF	$ 2.90	$ 8,700.00
15	Fiber Connectors	10	EA	$ 18.74	$ 187.40
16	Install Cat 6 Cable Through 1" Flexible Conduit	500	LF	$ 0.75	$ 375.00
17	Install 10-Port Gigabit Websmart PoE+ Switches	3	EA	$ 457.31	$ 1,371.93
18	All other Miscellaneous Hardware and Mounting Equipment for Cameras	1	LS		$ 900.00
				BID PRICE	$ 93,800.37

BID AMOUNT IN WORDS: Ninty Three Thousand Eight Hundred Dollars & Thirty Seven Cents.

NOTE: This Bid Schedule will be included by the Contractor as a part of their bid. The City of Banning reserves the right to reduce quantities without a change in the Contractor's Bid Prices, due to a possible reduction in funding, at the time of contract award.

ADDENDA

Bidder acknowledges receipt of the following Addenda:

Addendum No.: 1 DATED: 7-15-2016

Addendum No.:_____ DATED:_____

Addendum No.:_____ DATED:_____

Confirmed by Bidder: _____
(Signature of authorized representative)

Print Name: John D. Hilberg

Corporate Title: Owner

ADDENDUM NO. 1

INVITATION FOR BIDS

FOR

C00008 – Project No. 2016-04EL, "Installation of a Warehouse Security System"

PUBLIC WORKS DEPARTMENT

CITY OF BANNING

Released on July 15, 2016

The referenced document has been modified as per the attached Addendum No. 1

Please sign this Addendum where designated and return the executed copy with submission of your bid. This addendum is hereby made part of the referenced quote as through fully set forth therein.

Any questions regarding this addendum should be addressed to:

Jennifer McCoy

Telephone: (951) 922-3121

Email: jmccoy@ci.banning.ca.us

Addendum No. 1

Pre-Bid Meeting Notes and Scope of Work Clarifications

Revisions to Drawings

Please reference attached Door Schedule A6.10 from main project City of Banning New Corporate Warehouse Phase III Tenant Improvements for door type. All doors are hollow steel doors.

Due to the significant amount of clarifications provided, please sign and date the bottom of this addendum to verify your receipt. Please include signed addendums with you bid.

General Information, as indicated in the Contract Documents:

1. There is an update to the bid opening date. Bids are now due at 11:00 a.m. on **Thursday, August 11, 2016**. Note that bids are due at the City Clerk's office located at City Hall.
2. Bids submitted shall be complete utilizing the forms provided in Section I, Procedural Documents.
3. This is a prevailing wage contract. All bidders and their subcontractors must be registered with Department of Industrial Relations pursuant to California Labor Code section 1725.5.
4. A **Class C-10** license is required to bid this project
5. The Contract duration is **30 calendar days** to achieve Substantial Completion and 7 days to achieve Final Completion after receipt of punch list as stated in the specifications.
6. City will make payments once every 30 days for the value of the work installed upon receipt of an invoice.
7. All electric standard drawings, if needed, are available on the City of Banning website at http://ci.banning.ca.us/index.aspx?nid=396 .

Scope of Work Clarifications

Additional Questions:

The following questions were asked by qualified bidders:

1. Please confirm if the new access control system for the Warehouse is to connect to an existing City provided server? If not, are we to provide the software and server?
   The card access system will connect to an existing server provided by City of Banning.
2. Please confirm if the City will be offering a SBE preferential bid discount?
   The City of Banning is not offering a SBE preferential bid discount for this project. The current Purchasing Policy and Procedures doesn't designate the proper guidelines to allow this to be added at this time.
3. Please confirm that basic system programming of the access control and video system is to be provided by the contractor and that the system integration programming will be provided by the City.
   This statement is correct. The contractor must provide basic programming of the components that are provided. City of Banning personnel will complete the integration of the components into the system.
4. Please confirm that contractor will be providing electrified locking hardware only for door locations receiving card readers. All mechanical hardware will be provided by door contractor.

The contractor must provide all electronic locking hardware and hinges where specified in the contract documents. Mechanical hardware will be provided by others.

5. Will the City accept POE Video Extenders (example Vigitron Vi2301 data sheet attached) in place of fiber optic cabling?
   Fiber optic cable is required per contract. Please refer to drawing E-1240.
6. Please confirm the manner in which contractor is to connect new conduit to existing electrical pull box?
   City of Banning will coordinate with onsite staff to provide the contractor with a means to connect to any underground pull boxes that are currently inaccessible. There are only two such cases where accessibility may be an issue.
7. Please confirm that all cameras are to connect to network switch located in New Electrical Shop? Is it possible for cameras to connect to network switches located in Electrical Dept. Office and Fleet Maintenance Buildings? This will save on installation costs.
   The point of connection for the cameras will remain in the New Electrical Shop (Warehouse) Data Room.
8. Please if the electrical contractor will be providing conduit stub ups to accessible ceiling space in new Electrical Shop or if they will be providing a full conduit system from device locations to head end locations.
   Conduit will be provided up to the ceiling space (stubbed out) by the current contractor onsite. The contractor that is awarded this contract will utilize the ceiling space to run wires for card readers to the end locations.
9. Will the City of Banning be providing the desired cameras? If not, could you please specify what you mean by "zoom?" Do you have a preferred manufacturer or specs?
   The contractor will provide the cameras in the contract. The "zoom" refers to the optical zoom as referenced in the Technical Specifications included in the contract. For Example, 3x zoom would refer to 3x Optical zoom.
10. I would like to know which brand of server was the spec based off of? Thanks.
    The image server will be provided by City of Banning. The contractor will provide the security cameras, NVR, connections, programming of camera system, and licenses. The NVR specifications are similar to the Digital Watchdog system that is currently installed at City of Banning Police Department.

All other provisions of the request for quote shall remain in their entirety.

Vendors hereby acknowledge receipt and understanding of the above Addendum. Complete and submit this Addendum with your bid.

8/10/16
Signature Date

John D. Hilberg, Owner
Typed Name and Title

Style Electric
Company Name

19770 Avenida de Arboles
Address

Murrieta, CA 92562
City State Zip

NON COLLUSION AFFIDAVIT

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

John D. Hilberg, being first duly sworn, the party making the
(Name of Bidder)

foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

(Signature)

John D, Hilberg
(Typed Name)

SUBSCRIBED BEFORE ME on this 10th day of August, 2016.

Notary Public
Emma Lucero Motte

My commission Expires:

August 11,2017

EMMA LUCERO MOTTE
Commission #2036548
Notary Public • California
Riverside County
My Comm. Expires August 11, 2017

BID SECURITY OR BOND

There is enclosed herewith bid security or bond in the following form (check one):

{ } Cash (10%)
{ } Cashier's Check or Certified Check (10%)
{X} Bond - 1 Surety (10%)

in the sum of Ten (10%) percent of the base bid of ($9,380.00), made payable to the order of the City of Banning, and the undersigned agrees that in case of his failure to execute the necessary Contract and furnish the required bonds and insurance certificates, the cashier's check or surety bond and the money payable thereon shall be and remain the property of the CITY OF BANNING.

WITHDRAWAL OF BID

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of forty-five (45) calendar days after the scheduled closing time for receiving Bids.

VISITING THE SITE

The undersigned has thoroughly examined the Location Map and Addenda (if any), has visited the site, and is thoroughly familiar with the contents and all of the conditions thereof. The undersigned is aware of and will observe all security regulations enforced at this facility. Contractor understands that the project site consists of various locations, throughout the City.

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 4100 - 4108 of the Public Contract Code of the State of California, and any amendments thereto, each Bidder shall set forth below, the name and location of the mill, shop, or office of each subcontractor who will perform work or labor, or render service to the Contractor in an amount in excess of one-half (½) of one (1) percent of the total Bid to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself and he shall not be permitted to subcontract that portion of the work except under conditions permitted by law.

LIST OF SUBCONTRACTORS

Subletting or subcontracting of any portion of the work as to which no subcontractor was designated in the original Bid shall only be permitted in case of public emergency or necessity, or otherwise permitted by law, and then only after a finding reduced to writing as a public record of the Owner.

LIST OF SUBCONTRACTORS

NAME:	License No and Classification	DBE/MBE
Vision Security Systems	#783394 (C-10)	__Yes X No
ADDRESS:	Telephone: 951-924-1560 Fax: 951 924-7881	Ownership (Circle One) Minority Women (Not Applicable)
23802 Sunnymead Blvd. Ste. G		
City, Zip:	Bid Item No.	% of Total bid
Moreno Valley, CA. 92553		

NAME:	License No and Classification	DBE/MBE
		__Yes __No
ADDRESS:	Telephone: Fax:	Ownership (Circle One) Minority Women Not Applicable
City, Zip:	Bid Item No.	% of Total bid

NAME:	License No and Classification	DBE/MBE
		__Yes __No
ADDRESS:	Telephone: Fax:	Ownership (Circle One) Minority Women Not Applicable
City, Zip:	Bid Item No.	% of Total bid

LIST OF MATERIAL SUPPLIERS

NAME: Edist	MATERIAL(S) TO BE SUPPLIED	
ADDRESS: 1630 S. Grove Ave # A	Telephone: 866-341-2652	Ownership (Circle One) Minority Women (Not Applicable)
City, Zip: Ontario, CA. 91761	Bid Item No.	% of Total bid

NAME: Volutone	MATERIAL(S) TO BE SUPPLIED	
ADDRESS: 320 S. Milliken Ave. Ste E	Telephone: 800-339-9981	Ownership (Circle One) Minority Women (Not Applicable)
City, Zip: Ontario, CA. 91761	Bid Item No.	% of Total bid

NAME: ADI	MATERIAL(S) TO BE SUPPLIED	
ADDRESS: 1737 Atlanta Ave. Ste. H1	Telephone: 951-787-6790	Ownership (Circle One) Minority Women (Not Applicable)
City, Zip: Riverside, CA. 92507	Bid Item No.	% of Total bid

LIST OF MATERIAL SUPPLIERS - cont.

NAME:	MATERIAL(S) TO BE SUPPLIED	
ADDRESS:	Telephone:	Ownership (Circle One) Minority Women Not Applicable
City, Zip:	Bid Item No.	% of Total bid

NAME:	MATERIAL(S) TO BE SUPPLIED	
ADDRESS:	Telephone:	Ownership (Circle One) Minority Women Not Applicable
City, Zip:	Bid Item No.	% of Total bid

NAME:	MATERIAL(S) TO BE SUPPLIED	
ADDRESS:	Telephone:	Ownership (Circle One) Minority Women Not Applicable
City, Zip:	Bid Item No.	% of Total bid

LIST OF MATERIALS

The Contractor shall submit this sheet with his Bid, completed, to list details of materials he intends to use. It shall be understood that where the Contractor elects not to use the material manufacturers called for in the Contract documents he will substitute only items of equal quality, durability, functional character and efficiency as determined by the Engineer. It is the Contractor's responsibility to ascertain prior to bidding the acceptability of substitutes. No adjustment to the Contract price will be made for Contractor's failure to seek approval of substitutes prior to submitting its bid, except as permitted herein. Only one manufacturer shall be listed for each item.

Item #	Item or Material Description	Qty	Manufacturer	Make & Model Number	Vendor / Supplier
1	Exit Devices Power Supply	1	Von Duprin	9DEL98NL-OF3-26D PS873-PS914	Edist
2	mortise Lock & Hinge	7	Schlage Stanley	L9080J-ULX0CM626 28-030-ICB622 CEFBB1795 4.5x4.5 US26D	Edist
3 & 4 & 5	Electric Strike	6	Trine	EM400-12DRU-US32	Edist
6	4-Door TC/PC Kit	1	Pro3200	NC-Pro32E1D4	ADI
7	Dual Card Reader Boards	5	Pro3200	NC-Pro32R2	ADI
8	Card Reader Keypad	14	Prox Pro	HID-5355AGK00	Edist
9 & 10	NVR & Lics	1	BlackJack	DW-BJER2U48T	Edist
11	Outdoor zoom dome Camera	4	ACTi	ACTi 5MP	Edist
12	zoom bullet Cameras	10	ACTi	ACTi 10MP	Edist
14	OM3 50 Micron Fiber Optic Cable	3	Clearline	6PD50125MOM3P	Volutone

No change shall be allowed of any material manufacturer listed above after receipt of Bids unless the manufacturer so listed cannot furnish materials meeting the Specifications. Should such change be allowed, there will be no increase in the amount of the Bid originally submitted.

ANTI-TRUST CLAIM

In submitting a Bid to a public purchasing body, the Bidder offers and agrees that if the Bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the Bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder.

DECLARATION OF ACCURACY

I, the undersigned, declare under penalty of perjury that the information presented in this bid, including without limitation the Contractor's license number and expiration date, are true and correct to the best of my knowledge. The bid of any Bidder not signed by the Bidder, or not containing the Bidder's license number and license expiration date, or containing information which is subsequently proven false, shall be considered nonresponsive and shall be rejected.

J. [illegible]
Signature

Owner
Title

8/10/16
Date

671451
Contractor's License No.

20-4652078
Federal ID No. (If applicable)

P.O Box 201
Address

Murrieta, CA. 92564
City, State, Zip

951-696-4604
Telephone

C-10
Type of License

09-30-2017
Expiration Date of License

(SEAL - if Bid is by a corporation)

ATTEST

CERTIFICATION
LABOR CODE - SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700 et. Seq. of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work of this Contract.

Contractor agrees to utilize federal job classifications for the submittal of the certified payrolls and further agrees to pay all of its employees the higher of the prevailing State or Federal wages.

CONTRACTOR:

Style Electric
Firm Name

John D. Hilberg
By

Owner
Title

QUESTIONNAIRE REGARDING BIDDERS

Number of years engaged in the contracting business under present business name 23 yrs.

List of at least the last three contracts performed which show experience in working on a project of a nature similar to that covered in this proposal. If none, so indicate. Attach separate list of references if necessary.

	Year	Type of Work	Contract Amt.	Location	Contact person/phone
1	2015 2016	Security, Fire, Access, Cameras	$363,669.43	San Leandro, CA. Gilbert, AZ.	Jeff Seabrook 909-821-1664
2	2015 2016	card Access Cameras	$32,318.72	LA, CA.	Danny Candler 213-804-9608
3					
4					
5					
6					
7					

State of California Contractor's License No.: 671451, 783394

Contractor's License Expiration Date: 9/30/2017, 8/31/2017

SECTION 1.4
OF
PROCEDURAL DOCUMENTS

BID SUBMITTAL CHECKLIST

Bidder confirms that the following documents are fully completed, included in and made a part of its Bid.

- ☑ Bid – Page I-8
- ☑ Bid Schedule – I-9 - I-11
- ☑ Addenda Acknowledgement – I-12
- ☑ Non-Collusion Affidavit – I-13*
- ☑ Bid Security or Bond – I-14, I-23 & I-24*
- ☑ List of Subcontractors – I-15
- ☑ List of Material Suppliers – I-16 & I-17
- ☑ List of Materials – I-18
- ☑ Declaration of Accuracy – I-19
- ☑ Labor Code Certification – I-20
- ☑ Questionnaire Regarding Bidders – I-21
- ☑ Corporate Certificate – I-29*
- ☐ Preliminary Project Schedule
- ☑ Bid Submittal Checklist – I-22

* Must be Notarized

Confirmed by Bidder John Hilberg
(signature of authorized representative)

Print Name: John D. Hilberg

Corporate Title: Owner

SECTION 1.5
OF
PROCEDURAL DOCUMENTS

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, John D. Hilberg, as Principal, and Style Electric, as Surety, are hereby held and firmly bound unto the CITY OF BANNING as Owner in the penal sum of $9,380.04 for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 10th day of August, 2016. The Condition of the above obligation is such that whereas the Principal has submitted to the CITY OF BANNING a certain Bid; attached hereto and hereby made a part hereof to enter into a contract in writing for the

Project No. 2016-04EL, "Installation of a Warehouse Security System"

NOW, THEREFORE,

A. If said Bid shall be rejected, or

B. If said Bid shall be accepted and the Principal shall execute and deliver, within fifteen (15) days after the Notice of Award, a contract in the form attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond for his faithful performance of said Contract and for the payment of all persons performing labor or furnishing materials in connection therewith, the required Insurance Certificates, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims there under shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Two Witnesses
(If Individual):

Catherine L. Lanyon

Michelle Post

Principal: JOAN D. HILBERG

By: John D. Hilberg

Title OWNER

See attached ACKNOWLEDGEMENT for Notarial Act.

ATTEST (If Corporation):

By_____

Title _____

(Corporate Seal)

SURETY:_____

ATTEST:

By: _____

By _____

Title_____

Title _____

(Corporate Seal)

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance code.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Western Surety CO-CNA
P.O. Box 5077
Sioux Falls, SD
57117-5077

(Name and address of Agent or Representative in California, if different from above)

Lea Sands - Strachota Ins.
27710 Jefferson Ave Suit 100
Temecula CA 92590

(Telephone number and address of Surety and Agent or Representative in California)

951 676 6000

Western Surety Company

BID BOND
(Percentage)

Bond Number: 71814144

KNOW ALL PERSONS BY THESE PRESENTS, That we John David Hilberg dba Style Electric of 19770 Avenida De Arboles, Murrieta, CA 92562, hereinafter referred to as the Principal, and Western Surety Company, as Surety, are held and firmly bound unto City of Banning of 99 E. Ramsey, Banning, CA 92220, hereinafter referred to as the Obligee, in the sum of Ten (10 %) percent of the greatest amount bid, for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for Low Voltage Per Installation of Warehouse Security System.

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 9th day of August, 2016.

John David Hilberg dba Style Electric
(Principal)

By _____ (Seal)

Western Surety Company
(Surety)

By _____ (Seal)
ROBERT LEE HEMME
Attorney-in-Fact

Form F5876

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71814144

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint ROBERT LEE HEMME

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: John David Hilberg dba Style Electric

Obligee: City of Banning

Amount: $500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of November 9, 2016, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 9th day of August, 2016.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA } ss
COUNTY OF MINNEHAHA }

On this 9th day of August, in the year 2016, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

J Mohr

Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 9th day of August, 2016.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F5306-1-2016

CNA SURETY

PO Box 5077 Sioux Falls SD 57117-5077

1-800-331-6053
Fax 1-605-335-0357
www.cnasurety.com
uwservices@cnasurety.com

DATE: August 10, 2016 AGENT CODE: 04-18699

ATTENTION: Robert Number of Pages: 3

RE: Bond 71814144 · John David Hilberg dba Style Electric

Low Voltage Per Installation of Warehouse Security System
10%
Contract Amount: $93,800.00
Company Code: 601 - Western Surety Company

Thank you for placing this business with CNA Surety.

Please execute the requested bond(s) by using the documents sent with this fax/email. Sign the bond(s) and attach a gold colored seal from your Western Surety Company kit to each bond issued.

****Please advise us of the bid results as soon as they are available. Please complete and fax/email us the following:

Contract Price: $_____
Contract Date: _____
Next two lowest bidders: $_____
$_____
Was the principal the low bidder? ☐ Yes ☐ No
Do you need approval for the Performance and Payment bond at this time? ☐ Yes ☐ No

Please check your supply of gold seals periodically to ensure you have an adequate amount. To reorder gold seals, simply visit **cnasurety.com** and click on the "Order Supplies Here" icon under the Broker/Agent Services section.

**IMPORTANT NOTICE AND REMINDER: Approval of the requested Bid Bond is NOT an approval of any final or other bonds that may be requested by this principal. Further, the Bid Bond approval is limited to the contract amount approved by the underwriter. If the anticipated bid exceeds this amount, you must contact the underwriter at 800-331-6053 to inquire about specific approval before filing the bid. Failure to receive approval could result in declination of any subsequent performance and payment bond(s) requested. Furthermore, we reserve the right to decline any bond for any reason per the terms of the General Indemnity Agreement, and shall not be liable to the principal or any person or entity for such declination.

Business Services

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Riverside }

On 08/10/2016 before me, Emma Lucero Motte, Notary Public,
(here insert name and title of the officer)

personally appeared John D. Hilberg **********

****

**********,

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within jnstrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Emma Lucero Motte

(Seal)

USS2 EMMA LUCERO MOTTE
Commission #2036548
Notary Public • California
Riverside County
My Comm. Expires August 11, 2017 USS2

Exhibit “C”

Revised Bid

BID SCHEDULE

Project No. 2016-04EL, "Installation of a Warehouse Security System""

The Bid Schedule includes Bid Items 1 through 19. The work of each Bid Item is specified or shown in the Contract documents.

Bidder will perform and complete the work in accordance with the Contract documents for the following Lump Sum and Unit Prices.

A Lump Sum or Unit Price, as applicable, shall be offered for each Bid Item; failure to do so shall render the Bid non-responsive. All prices shall be in legible figures (not words) written in ink or typed. Unit Prices shall be multiplied by the Estimated Quantity ("Est. Qty.") to calculate the Extended Amount.

Lump Sum Items: the bidder is to provide the price to perform all work as specified or shown herein, including labor, materials, equipment and all overhead and profit, as well as any other ancillary costs associated with completing this work.

Unit Price Items: the bidder is to provide a unit price and should include all labor, materials, equipment and all overhead and profit, as well as any other ancillary costs associated with completing the work. The Contractor will be compensated for the actual unit quantities performed in accordance with the terms and conditions set forth in the Contract.

Bid Lump Sum and **Unit Prices** shall include all applicable taxes.

The **Schedule Bid Price** shall be the sum of the amounts for Bid Items 1 through 19.

Having carefully examined the Contract documents, as well as the site of the work, and the availability of materials and labor, Bidder proposes to perform the work identified in the Contract documents under the terms and conditions contained herein for the prices and amounts set forth below.

The Bid Schedule pertains to all work as shown on the project drawings and described in the project specifications.

Bid Item	Description	Est. Qty.	Unit	Unit Price	Total
1	Install Von Duprin Power Supply and Exit Device for Door 100A	1	EA	$3,649.66	$3,649.66
2	Install Mortise Lock and Mortise Hinges for Doors 108A, 108B, 109A, 110A, 122A, 117C, and 113A	7	EA	$1,265.42	$8,857.94

Bid Item	Description	Est. Qty.	Unit	Unit Price	Total
3	Install Electric Strikes for Doors 110E, 116A, and 117B	3	EA	$600.60	$1801.80
4	Install Electric Strikes for Doors 116B, and 206A Including Door Frame Preparation	2	EA	$600.60	$1,201.20
5	Install Electrified Cylindrical Lockset and Electrified Hinge for Door 110D	1	EA	$600.60	$600.60
6	Install of 4-Door TCP/IP Kit	1	EA	$4,378.06	$4,378.06
7	Install of Dual Reader Boards	5	EA	$920.21	$4,601.05
8	Install ProxyPro Card Readers with Keypads	14	EA	$462.32	$6,472.48
9	Install Digital NVR with 8 IP Camera Licenses	1	LS		$23,472.48
10	Individual IP Video Management Licenses	6	EA	$115.62	$693.72
11	Install Outdoor Zoom Dome Cameras with 3x Optical Zoom Lens	4	EA	$1,205.97	$4,823.88
12	Install Zoom Bullet Cameras with 10x Optical Zoom Lens	10	EA	$1,399.73	$13,997.30
13	Install 16-port PoE Switch Gigabit	1	EA	$512.63	$512.63
14	Install OM3 50 Micron Fiber Optic Cable	3000	LF	$2.90	$8,700.00
15	Fiber Connectors	10	EA	$18.74	$187.40
16	Install Cat 6 Cable Through 1" Flexible Conduit	500	LF	$0.75	$375.00
17	Install 10-Port Gigabit Websmart PoE+ Switches	3	EA	$457.31	$1,371.93
18	Connect 3" Conduit at Electric Office; Install Cat6 and Fiber from Server Room to Data Room	1	EA	$2,662.94	$2,662.94
19	All other Miscellaneous Hardware and Mounting Equipment for Cameras	1	LS		$3,900.00
				BID PRICE	$ 92,260.07

Original Bid

BID SCHEDULE

Project No. 2016-04EL, "Installation of a Warehouse Security System""

The Bid Schedule includes Bid Items 1 through 19. The work of each Bid Item is specified or shown in the Contract documents.

Bidder will perform and complete the work in accordance with the Contract documents for the following Lump Sum and Unit Prices.

A Lump Sum or Unit Price, as applicable, shall be offered for each Bid Item; failure to do so shall render the Bid non-responsive. All prices shall be in legible figures (not words) written in ink or typed. Unit Prices shall be multiplied by the Estimated Quantity ("Est. Qty.") to calculate the Extended Amount.

Lump Sum Items: the bidder is to provide the price to perform all work as specified or shown herein, including labor, materials, equipment and all overhead and profit, as well as any other ancillary costs associated with completing this work.

Unit Price Items: the bidder is to provide a unit price and should include all labor, materials, equipment and all overhead and profit, as well as any other ancillary costs associated with completing the work. The Contractor will be compensated for the actual unit quantities performed in accordance with the terms and conditions set forth in the Contract.

Bid **Lump Sum** and **Unit Prices** shall include all applicable taxes.

The **Schedule Bid Price** shall be the sum of the amounts for Bid Items 1 through 19.

Having carefully examined the Contract documents, as well as the site of the work, and the availability of materials and labor, Bidder proposes to perform the work identified in the Contract documents under the terms and conditions contained herein for the prices and amounts set forth below.

The Bid Schedule pertains to all work as shown on the project drawings and described in the project specifications.

Bid Item	Description	Est. Qty.	Unit	Unit Price	Total
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2	Install Mortise Lock and Mortise Hinges for Doors 108A, 108B, 109A, 110A, 122A, 117C, and 113A	7	EA	$1,265.42	$8,857.94

Bid Item	Description	Est. Qty.	Unit	Unit Price	Total
3	Install Electric Strikes for Doors 110E, 116A, and 117B	3	EA	$600.60	$1801.80
4	Install Electric Strikes for Doors 116B, and 206A Including Door Frame Preparation	2	EA	$600.60	$1,201.20
5	Install Electrified Cylindrical Lockset and Electrified Hinge for Door 110D	1	EA	$600.60	$600.60
6	Install of 4-Door TCP/IP Kit	1	EA	$4,378.06	$4,378.06
7	Install of Dual Reader Boards	5	EA	$920.21	$4,601.05
8	Install ProxyPro Card Readers with Keypads	14	EA	$462.32	$6,472.48
9	Install Digital NVR with 8 IP Camera Licenses	1	LS		$24,372.48
10	Individual IP Video Management Licenses	6	EA	$115.62	$693.72
11	Install Outdoor Zoom Dome Cameras with 3x Optical Zoom Lens	4	EA	$1,589.13	$6,356.52
12	Install Zoom Bullet Cameras with 10x Optical Zoom Lens	10	EA	$1,876.79	$18,767.90
13	Install 16-port PoE Switch Gigabit	1	EA	$512.63	$512.63
14	Install OM3 50 Micron Fiber Optic Cable	3000	LF	$2.90	$8,700.00
15	Fiber Connectors	10	EA	$18.74	$187.40
16	Install Cat 6 Cable Through 1" Flexible Conduit	500	LF	$0.75	$375.00
17	Install 10-Port Gigabit Websmart PoE+ Switches	3	EA	$459.31	$1,371.93
18	Connect 3" Conduit at Electric Office; Install Cat6 and Fiber from Server Room to Data Room	1	EA	$2,662.94	$2,662.94
19	All other Miscellaneous Hardware and Mounting Equipment for Cameras	1	LS		$3,900.00
			BID PRICE	$	99,463.31

CITY OF BANNING
CITY COUNCIL REPORT

TO: **CITY COUNCIL**

FROM: **Michael Rock, City Manager**

PREPARED BY: **Rochelle Clayton, Deputy City Manager**

MEETING DATE: **February 14, 2017**

SUBJECT: **Discussion regarding the City's Wellness Fitness Center located at the Corporate Yard Warehouse.**

RECOMMENDATION:

That City Council discuss the City's Wellness Fitness Center in relation to Resolution 2013-98, a Resolution of the City Council to become a healthy eating, active living City.

JUSTIFICATION:

City Council requested staff bring this item forward for discussion.

BACKGROUND:

On November 12, 2013, Resolution 2013-98 was adopted establishing as follows:

> Section 1. That the City of Banning will become a Healthy Eating, Active Living (HEAL) City.
>
> Section 2. That the City of Banning will make every effort to plan and construct a built environment that encourages walking and other forms of physical activity.
>
> Section 3. That the City of Banning will continue to promote wellness and healthy activities for its employees and the community.

Staff included a Wellness Fitness Center in the new Warehouse based on the City Council passing Resolution 2013-98 and stating that the City would "continue to promote wellness and healthy activities for its employees".

Staff presented the new Warehouse design, including the floorplan identifying the Wellness room, to Council on multiple occasions, including on March 24, 2015 when Council awarded the construction contracts.

All City employees are eligible to use the new Wellness Fitness Center and do so during the own time (not on City time).

The City of Banning Goals and Objectives further supports Resolution 2013-98 with Goal 4, Objective 2: Provide opportunities for healthier living through City-Sponsored programs.

FISCAL IMPACT:

None; discussion only.

OPTIONS:

None; discussion only.

ATTACHMENTS:

1. Resolution 2013-98

2. City Council Meeting Minutes from adoption of Resolution 2013-98

Approved by:

for M. Rock

Michael Rock
City Manager

ATTACHMENT 1

(Resolution 2013-98)

RESOLUTION NO. 2013-98

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, TO BECOME A HEALTHY EATING, ACTIVE LIVING CITY

WHEREAS, in 2004, the League of California Cities adopted an Annual Conference resolution to encourage cities to embrace policies and facilitate activities to promote healthier lifestyles and communities, including healthy diet and nutrition and adoption of city design and planning principles that enable citizens of all ages and abilities to undertake exercise; and

WHEREAS, the League of California Cities has a strategic goal to promote and develop safe and healthy cities; and

WHEREAS, the Healthy Eating, Active Living campaign grew out of this resolution, and

WHEREAS, more than half of California's adults are overweight or obese and therefore at risk for many chronic conditions including diabetes, heart disease, cancer, arthritis, stroke, hypertension; and

WHEREAS, more children are being diagnosed with diseases linked to overweight and obesity previously seen only in adults, such as Type 2 diabetes and heart disease; and

WHEREAS, obesity takes a tremendous toll on the health, productivity of all Californians; and

WHEREAS, all California cities which adopt policies encouraging physical activity and good nutrition are eligible to be a Healthy Eating, Active Living City and upon review and approval, become eligible for public relations and marketing resources, training and technical assistance including use of the HEAL Cities logo.

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

SECTION 1. That the City of Banning will become a Healthy Eating, Active Living (HEAL) City.

SECTION 2. That the City of Banning will make every effort to plan and construct a built environment that encourages walking and other forms of physical activity.

SECTION 3. That the City of Banning will continue to promote wellness and healthy activities for its employees and the community.

PASSED, ADOPTED AND APPROVED this 12th day of November 2013.

Deborah Franklin, Mayor
City of Banning

ATTEST:

Marie A. Calderon, City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

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

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2013-98 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 12th day of November 2013 by the following vote, to wit:

AYES: Councilmembers Miller, Peterson, Welch, Mayor Franklin

NOES: None

ABSTAIN: None

ABSENT: None

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

ATTACHMENT 2

(Meeting Minutes- Resolution 2013-98)

Excerpt of City Council Meeting Minutes of November 12, 2013 located on page 22 at: http://www.ci.banning.ca.us/ArchiveCenter/ViewFile/Item/1017

2. Resolution No. 2013-98, To Become a Healthy Eating, Active Living (H.E.A.L.) City. (Staff Report – June Overholt, Administrative Services Director/Deputy City Manager)

Director Overholt gave the staff report on this item as contained in the staff report. She said that the City has a wonderful opportunity to become a Healthy Eating, Active Living City which is called H.E.A.L. There are several organizations that are working together on this project but the League of California Cities is the primary moving force behind it. At this time she started her power-point presentation (see Exhibit A). She stated that Dr. Cameron Kaiser with us this evening and he is with the Public Health Office of the County.

Dr. Cameron Kaiser, Public Health Officer for the County of Riverside addressed the Council stating that being here tonight really brings him full circle because it was his first job right out of residency right here in Banning at the old Public Health Clinic and it was there that he had a first-hand look at the burden that Banning's diabetics, patients with heart disease and patients with high blood pressure and the people who have survived a stoke deal with every day. Really all of this is preventable and in the medical field we have been on people's cases for years and the impact which their behaviors has on their health for good or bad is well understood. We want to make sure that people are aware of those impacts. If there is nowhere for them to walk, how can we expect them to exercise. If the outlets around them just sell fast food, how do we expect them to eat better? This isn't about him coming out here establishing the french-fry police or something like that. We want to make sure that people are aware of their choices and make sure that people can keep them but more importantly we also want to make sure that choices are expanded so that those people who have never had a healthy option before will now be able to get the chance. The resolution before you acknowledges the impact that our surroundings and our built environment have on our health and our behaviors. It makes the City of Banning a leader to its residents and a leader to the surrounding community but more importantly it also establishes health as part of the very fabric of this city; it makes it systematic. And as someone who started off in this city and learned first-hand the impact that these disease have on its residents he became the Health Officer of this County so that he could try and make a positive step towards them and the resolution before you gives you that chance and he is delighted and gratified to see that the city where he had his first medical job in has taken that step tonight.

Mayor Franklin opened the item for public comments. There were none.

Mayor Franklin thanked staff and Dr. Kaiser because this is something that they have been trying to get passed for at least a year and this is one of those things that you can't always get done when you don't have a lot of staff. The reason this is important to our city in addition to the things that June mentioned was that this has a direct impact on the economic health of our city also. It has been proven that when you do not have a healthy workforce it does impact what kind of businesses will come to town, impacts how much money people will make and it does impact their children. Our city has an obesity rate for our children of 47%. We have started a program at one of our elementary schools that we hope will catch on and the children actually named the program "Happy Healthy Hoffer" and the school principal has allowed us to come into the classroom every other week and we promote not only physical activity, nutrition education, as well as, character building and so far it seems like the kids are moving forward with it.

Motion Welch/Miller that the City Council adopt Resolution No. 2013-98, To Become a Healthy Eating, Active Living City. Motion carried, all in favor.