

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

March 12, 2019
5:00 p.m.

Banning Civic Center
Council Chamber
99 E. Ramsey Street

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

Per City Council Resolution No. 2016-44 matters taken up by the Council before 10:00 p.m. may be concluded, but no new matters shall be taken up after 10:00 p.m. except upon a unanimous vote of the council members present and voting, but such extension shall only be valid for one hour and each hour thereafter shall require a renewed action for the meeting to continue.

I. CALL TO ORDER

- Invocation – Bill Dunn, St. Stephens Episcopal Church
- Pledge of Allegiance
- Roll Call – Council Members Andrade, Happe, Peterson, Wallace, Mayor Welch

II. AGENDA APPROVAL

III. PRESENTATION

IV. REPORT ON CLOSED SESSION

V. PUBLIC COMMENTS, CORRESPONDENCE, AND APPOINTMENTS

PUBLIC COMMENTS – *On Items Not on the Agenda*

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

CORRESPONDENCE

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

APPOINTMENTS

VI. CONSENT ITEMS

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

Motion: Approve Consent items 1 through 7: Items ____, ____, ____, to be pulled for discussion. *(Resolutions require a recorded majority vote of the total membership of the City Council)*

1.	Approval of Special Meeting – 2/26/2019 Minutes (Closed Session)	7
2.	Approval of Special Meeting – 2/26/2019 Minutes (Workshop)	9
3.	Approval of Regular Meeting – 2/26/2019 Minutes	11
4.	Receive and File Contracts Signed Under City Manager Authority for February 2019	23
5.	Resolution, Amending Two of the Electric Utility's Rate Schedules: Schedule DSG-Distributed Self Generation and Schedule A- Residential Services, for the Purpose of Clarifying Certain Conditions.	27
6.	Resolution, Approving the Agreement for Purchase and Sale and Escrow Instructions Between the City of Banning and James Burgess Fall, Jr. and Betty Imai Fall, Trustees of the James Burgess Fall, Jr. and Betty Imai Fall Family Trust in Connection with Ramsey-Hathaway Street Improvement Project (Portions of APN 532-120-018) Not to Exceed \$6,665	47
7.	Revised Committee Assignments of Banning City Council for 2019.....	123

- Open Consent Items for Public Comments
- Make Motion

VII. PUBLIC HEARINGS

1.	Resolution 2019-03; General Plan Amendment 18-2501; Ordinance No. 1541 approving Zone Change 18-3501 and making findings pursuant to CEQA; Design Review 18-7001; and Environmental Assessment 18-1501 for the Proposed Development of a 146,890 Square Foot Industrial Building within the General Commercial (GC) Land Use District Located on Developed and Undeveloped Property Located at 1897 West Lincoln Street, 1661 West Lincoln Street, 1617 West Lincoln Street, 1589 West Lincoln Street and Vacant Parcels to the East (APNs: 538-230-014, 538-220-002, 538-220-003, 538-220-004, 540-180-041, 540-180-042, 540-180-043, 540-180-044 & 540-180-045)	133
	<i>(Staff Report – Adam Rush, Community Development Director)</i>	

Recommendation: 1) Open the public hearing, receive public comment, and close the public hearing; and 2) Adopt the Resolution 2019-03 (Attachment 1), Adopting an Initial Study / Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program (Environmental Assessment 18-1501),

Approving General Plan Amendment 18-2501, and Approving Design Review 18-7001 for a Proposed 146,890 Square Foot Industrial Warehouse Building Project; and 3) Introduce, as read by title only, Ordinance No. 1541 (Attachment 2), an Ordinance of the City Council of the City of Banning, California, Approving Zone Change No. 18-3501 to Amend the Zoning Classification for Real Property Located on the North Side of Lincoln Street, East of 22nd Street at 1897 West Lincoln Street, 1661 West Lincoln Street, 1589 West Lincoln Street and Vacant Parcels to the East (APNs: 538-230-014, 538-220-002, 538-220-003, 538-220-004, 540-180-041, 540-180-042, 540-180-043, 540-180-044 & 540-180-045) from General Commercial (GC) to Business Park (BP) in Conformance with General Plan Amendment 18-2501. Ordinance 1541 pass its first reading.

Mayor asks the City Clerk to read the title of Ordinance 1541

“Ordinance 1541, an Ordinance of the City of Banning, California, Approving Zone Change No. 18-3501 to Amend the Zoning Classification for Real Property Located on the North Side of Lincoln Street, East of 22nd Street at 1897 West Lincoln Street, 1661 West Lincoln Street, 1589 West Lincoln Street and Vacant Parcels to the East (APNs: 538-230-014, 538-220-002, 538-220-003, 538-220-004, 540-180-041, 540-180-042, 540-180-043, 540-180-044 & 540-180-045) from General Commercial (GC) to Business Park (BP) in Conformance with General Plan Amendment 18-2501.

Motion: I move to waive further reading of Ordinance 1541
(Requires a majority vote of the Council)

Motion: I move that Ordinance No. 1541 pass its first reading.

VIII. ANNOUNCEMENTS AND REPORTS

CITY COUNCIL COMMITTEE REPORTS

REPORT BY CITY ATTORNEY

REPORT BY CITY MANAGER

REPORT OF OFFICERS

1. Resolution, Approving an Agreement for the Purchase of Real Property at 1581 Charles St., Banning, in an Amount Not to Exceed \$475,020 **339**
(Staff Report – Ted Shove, Economic Development Manager)

Recommendation: 1) Approve the “Agreement for Purchase and Sale and Escrow Instructions Between City of Banning and Douglas D. Finnie and

Adelheid F. Finnie, Trustees of the Finnie Family Trust dated July 27, 1990 located at 1581 Charles Street, Banning, (APN 543-090-0088)” 2) Authorize the City Manager to execute the Agreement for Purchase and Sale and Escrow Instructions and Certificate of Acceptance for Real Property located at 1581 Charles Street, Banning (APN 543-090-0088) 3) Authorize Administrative Services Director to make necessary budget adjustments and appropriations for FY 2019.

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

- Roll Call – Board Members Andrade, Happe, Peterson, Wallace, Chairman Welch

IX. CONSENT ITEMS

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

Motion: Approve Consent items 1 through 1: Item ____, to be pulled for discussion. *(Resolutions require a recorded majority vote of the total membership of the Utility Authority)*

1. Receive and File Information Regarding the Agreed Upon Rules of Conduct of the San Gorgonio pass Ground Water Sustainability Agency **361**
(Staff Report – Art Vela, Public Works Director)

Recommendation: **Receive and File information regarding the agreed upon Rules of Conduct of the Sn Gorgonio Pass Groundwater Sustainability Agency (SGP-GSA).**

RECESS THE JOINT MEETING OF THE CITY COUNCIL AND UTILITY AUTHORITY AND RECONVENE THE REGULAR MEETING OF THE BANNING CITY COUNCIL

X. DISCUSSION ITEM

None

BANNING UTILITY AUTHORITY (BUA) – Next Meeting, March 26, 2019, 5:00 p.m.

BANNING FINANCING AUTHORITY (BFA) – no meeting.

XI. ITEMS FOR FUTURE AGENDAS

1. Mills Act Update
2. Fee Suspension Update

3. Website Redesign
4. Street Naming Policy to Honor Land Owners
5. Contingency Plan for Residents During Emergencies
6. Appraisals Update
7. Honor Banning High School Senior Aliyah Amis
8. Golf Carts
9. Empty Lots Clean Up
10. Enterprise Zone

XII. ADJOURNMENT

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]

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.

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COUNCIL MEMBERS PRESENT: Council Member Happe
Council Member Wallace
Mayor Pro Tem Andrade
Mayor Welch

COUNCIL MEMBERS ABSENT: Councilmember Peterson

OTHERS PRESENT: Douglas Schulze, City Manager
Rochelle Clayton, Deputy City Manager
Kevin Ennis, City Attorney
Daryl A. Betancur, Deputy City Clerk
Tom Miller, Electric Utility Director
Heidi Meraz, Community Services Director
Art Vela, Public Works Director
Ted Shove, Economic Development Manager

I. CALL TO ORDER

A special meeting of the Banning City Council was called to order by Mayor Welch on February 26, 2019, at 3:02 p.m. at the Banning Civic Center Council Chamber, 99 E. Ramsey Street, Banning, California. Councilmember Peterson was excused.

II. CLOSED SESSION

Mayor welch opened the closed session items for public comments.

There were no public comments.

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS pursuant to Government Code Section 54956.8:
Property: 4133 West Wilson Street
Agency Negotiators: Doug Schulze, City Manager, Tom Miller, Electric Utility Director
Negotiating Parties: Mountain Air Mobile Home Estates, Dora J. Nordquist and Art Nordquist.
Under Negotiation: Price and Terms for potential acquisition of electrical metering and related equipment improvements. **Direction given to Mr. Schulze and Mr. Miller. No final recommendation.**

2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957

Title: City Manager. **Item to be continued to the March 12, 2019, Council Meeting.**

The Meeting convened to closed session at 3:02 p.m. and reconvened to open session at 4:09 p.m.

ADJOURNMENT

By consensus, the meeting adjourned at 4:09 p.m.

Minutes Prepared by:

Daryl Betancur, Deputy City Clerk

COUNCIL/BOARD MEMBERS PRESENT: Councilmember Happe
Councilmember Wallace
Mayor Pro Tem Andrade
Mayor Welch

COUNCIL MEMBERS ABSENT: Councilmember Peterson

OTHERS PRESENT: Doug Schulze, City Manager
Rochelle Clayton, Deputy City Manager
Kevin Ennis, City Attorney
Daryl A. Betancur, Deputy City Clerk
Tom Miller, Electric Utility Director
Heidi Meraz, Community Services Director
Art Vela, Public Works Director
Ted Shove, Economic Development Manager

I. CALL TO ORDER

A special meeting of the Banning City Council was called to order by Mayor Welch on February 26, 2019 at 4:09 p.m. at the Banning Civic Council Chambers, 99 E. Ramsey Street, Banning, California.

II. WORKSHOP

City Council Meeting Policies and Procedures..... 1

- A. Overview of Certain Provisions of the City's "Manual of Procedural Guidelines for the Conduct of City Council and Constituent Body/Commission Meetings"
- B. Summary of Core Provisions of the Brown Act
- C. Meeting Management Techniques

City Attorney Kevin Ennis made a lengthy presentation relative to the items listed above and took questions from the City Council, and members of the public.

III. PUBLIC COMMENTS – Opportunity for the public to address items on the agenda.

Gloria Bell – Associated with the Banning District Library, asked several questions relative to agendas, minutes, closed session, and parliamentary procedure.

ACTION:

There was no action taken. Only informational item.

IV. ADJOURNMENT

By consensus, the meeting adjourned at 5:10 p.m.

Minutes Prepared by:

Daryl Betancur, Deputy City Clerk

The entire discussion of this meeting and related documents can be found by visiting the following website: <https://banninglive.viebit.com/player.php?hash=oTugDVw0dvON> or by requesting a CD or DVD at Banning City Hall located at 99 E. Ramsey Street.

COUNCIL MEMBERS PRESENT: Council Member Happe
Council Member Wallace
Mayor Pro Tem Andrade
Mayor Welch

COUNCIL MEMBERS ABSENT: Councilmember Peterson

OTHERS PRESENT Doug Schulze, City Manager
Kevin Ennis, City Attorney
Rochelle Clayton, Deputy City Manager
Marie E. Calderon, City Clerk
Daryl Betancur, Deputy City Clerk
Matthew Hamner, Police Chief
Vincent Avila, Lieutenant
Heidi Meraz, Community Services Director
Tom Miller, Electric Utility Director
Maryann Marks, Interim Community Development Director
Art Vela, Public Works Director/City Engineer
Suzanne Cook, Deputy Finance Director
Ted Shove, Economic Development Manager
Laurie Sampson, Executive Assistant
Leila Lopez, Office Specialist

I. CALL TO ORDER

A regular meeting of the Banning City Council was called to order by Mayor Welch on February 26, 2019, at 5:09 p.m. at the Banning Civic Center Council Chamber, 99 E. Ramsey Street, Banning, California.

Banning Police Department Chaplain Merle Malland offered the invocation.

Councilmember David Happe led the audience in the Pledge of Allegiance.

II. APPROVAL OF AGENDA

Mayor Welch indicated that at the request of staff, item No. 8 under Reports of Officers would be moved right after the consent calendar and before the first public hearing. He entertained a motion to that effect.

A motion was made by Councilmember Wallace seconded by Councilmember Happe to move item 8 ahead on the agenda. Electronic roll call vote was taken as follows:

AYES: Happe, Wallace, Andrade, & Welch
NOES: None
ABSTAIN: None
ABSENT: Peterson

A motion was made by Mayor Pro Tem Andrade, seconded by Councilmember Happe to approve the agenda as amended. Electronic vote was taken as follows:

AYES: Happe, Wallace, Andrade, & Welch
NOES: None
ABSTAIN: None
ABSENT: Peterson

III. DECLARATION

1. Declaration of Local Emergency Due to Storm Damage.

City Manager Doug Schulze briefed the Council about the circumstances that prompted the declaration of emergency.

There were no public comments.

A motion was made by Councilmember Wallace, seconded by Mayor Pro Tem Andrade to approve as requested. Electronic vote was taken as follows:

AYES: Happe, Wallace, Andrade, & Welch
NOES: None
ABSTAIN: None
ABSENT: Peterson

IV. REPORT ON CLOSED SESSION

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS pursuant to Government Code Section 54956.8:

Property: 4133 West Wilson Street

Agency Negotiators: Doug Schulze, City Manager, Tom Miller, Electric Utility Director

Negotiating Parties: Mountain Air Mobile Home Estates, Dora J. Nordquist and Art Nordquist.

Under Negotiation: Price and Terms for potential acquisition of electrical metering and related equipment improvements. **Direction given to Mr. Schulze and Mr. Miller. No final recommendation. Councilmember Peterson was absent.**

2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957

Title: City Manager. **Item to be continued to the next regular meeting.**
Councilmember Peterson was absent.

V. PUBLIC COMMENTS, CORRESPONDENCE, AND APPOINTMENTS

Mayor Welch opened Public Comment for items not on the Agenda.

Ellen Carr from Tender Loving Critters spoke about low cost spay and neuter events that can benefit the community; spoke about pay increases for Police Department Dispatchers.

Inge Schuler, spoke about animal concerns in times of emergencies; stated that the Riverside Emergency Animal Rescue System provides this type of service; stated that they are in need of volunteers who will be provided with training.

Jim Price spoke about the Banning Pass Little League opening day ceremony to be held on Saturday, March 9, at 10:00 a.m.

Jerry Westholder inquired about the forensic audit, and asked when will it be ready for public view.

Rene Foster representative from Arise Rehabilitation Restoration Centre addressed the City Council regarding the homeless stating that she had some information to share.

Don Smith commended the Council and City staff for a job well-done with the 8th Street Repayment and Widening project.

VI. CONSENT ITEMS

Mayor Welch asked if the Council wished to pull any items. Councilmember Wallace requested that item No. 2 be pulled for a typographical correction.

A motion was made by Councilmember Happe, seconded by Mayor Pro Tem Andrade to approve the rest of the consent calendar as presented. Electronic vote was taken as follows:

AYES:	Happe, Wallace, Andrade, & Welch
NOES:	None
ABSTAIN:	None
ABSENT:	Peterson

2. Approval of Special Meeting – 2/5/19 Minutes (Parks & Recreation Commission)

Councilmember Wallace requested that the minutes of the Special Meeting held on February 5, 2019 for Parks and Recreation Commission Interviews should reflect that the meeting started at 9 a.m. rather than 9:00 p.m. and that the minutes should be corrected accordingly.

Deputy City Clerk Daryl Betancur indicated that the minutes had been corrected and as such, they could be approved as amended.

A motion was made by Councilmember Wallace, seconded by Mayor Pro Tem Andrade to approve the item as amended. Electronic vote was taken as follows:

AYES:	Happe, Wallace, Andrade, & Welch
NOES:	None
ABSTAIN:	None
ABSENT:	Peterson

Action: Approved by Minute Order No. 2019-023

3. Approval of Special Meeting - 2/12/19 Minutes (Workshop)

Action: Approved by Minute Order No. 2019-024

4. Approval of Special Meeting – 2/12/19 Minutes (Closed Session)

Action: Approved by Minute Order No. 2019-025

5. Approval of Regular Meeting – 2/12/19 Minutes (Regular Meeting)

Action: Approved by Minute Order No. 2019-026

6. Approval and Ratification of Accounts Payable and Payroll Warrants for January, 2019.

Action: Approved by Minute Order No. 2019-027

7. Receive and File Cash, Investments and Reserve Report for January, 2019.

Action: Received and filed by Minute Order No. 2019-028

8. Capital Improvement Projects Update for January, 2019.

Action: Received and filed by Minute Order No. 2019-029

9. Receive and File Police Statistics Report for January, 2019.

Action: Received and filed report by Minute Order No. 2019-030

10. Adopt Resolution No. 2019-24; Initiating Proceedings to Update Landscape Maintenance District No. 1 for Fiscal Year 2019-2020

Action: Adopted Resolution No. 2019-24

11. Adopt Resolution No. 2019-25; Approving Termination and Release of Liens in Favor of Cash Deposit for Construction of Public Improvements.

Action: Adopted Resolution No. 2019-25

8. Adopted Resolution No. 2019-31; Approving Funds to Provide Energy Efficiency and Photovoltaic Solar System Evaluation at Banning Unified School District Facilities in an amount not to exceed \$60,000. *(Item moved up on agenda)*

Brandon Robinson, Associate Electrical Engineer with the Banning Electric Utility presented the staff report and answered Council's questions.

Public Comment

Jerry Westholder, Frank Burgess and Ann Price spoke relative to this item including issues about rebates, and supporting the School District.

A motion was made by Councilmember Wallace, seconded by Councilmember Happe to approve item as presented. Electronic vote was taken as follows:

AYES: Happe, Wallace, Andrade, & Welch
NOES: None
ABSTAIN: None
ABSENT: Peterson

Action: Adopted Resolution No. 2019-31

VII. PUBLIC HEARING(S)

1. Discuss and consider approving a twelve (12) month extension of time for Tentative Track Map No. 36939 for property generally located north of Wilson Street between Sunset Avenue and Sunrise Avenue.

Maryann Marks, Interim Community Development Director presented the staff report.

Nolan Leggio, Project Manager with Diversified Pacific addressed the City Council with a status report on the project and answered Council's questions.

Public Comment

Don Smith spoke about an original map that had been approved for the same site, and the past objections. He stated that he had one objection, which was the concern over the houses close to the hillside, and the fire hazard potential.

Jerry Westholder spoke against the proposal of granting the 12-month extension.

Paul Smith spoke about the project and stated that he would like to see businesses grow.

A motion was made by Councilmember Happe, seconded by Mayor Pro Tem Andrade to approve item as presented. Electronic vote was taken as follows:

AYES:	Happe, Andrade, & Welch
NOES:	Wallace
ABSTAIN:	None
ABSENT:	Peterson

Action: Adopted Resolution No. 2019-18

2. Adoption of Categorical Exemption, Approving Conditional Use Permit 18-8003 to Allow a Bar and Drinking Establishment with Outdoor Seating Area, in a Business Known as Finesse Lounge.

Maryann Marks, Interim Community Development Manager presented the staff report.

Arthur Cabral applicant addressed the Council seeking its support and provided a brief narrative about the proposed project; and answered Council's questions.

Public Comment

Don Smith, Salid Abigoshuk and Frank Burgess spoke in favor of the project.

Councilmember Happe recused himself at 6:11 p.m., left the dais, and returned at 6:25 p.m. following the vote.

A motion was made by Councilmember Wallace, seconded by Mayor Pro Tem Andrade to approve item as presented. Electronic vote was taken as follows:

AYES: Wallace, Andrade, & Welch
NOES: None
ABSTAIN: None
ABSENT: Happe & Peterson

Action: Adopted Resolution No. 2019-26

3. Resolution No. 2019-03, General Plan Amendment No. 18-2501; Ordinance No. 1541 Approving Zone Change No. 18-3501; and Making Findings Pursuant to CEQA.

Maryann Marks, Interim Community Development Director presented the staff report and requested that the public hearing be continued to the next regular meeting at the request of the applicant so that they can respond accordingly to the letter received from Lozeau/Drury concerning the mitigated negative declaration.

Mayor Welch opened the public hearing and stated for the record that the public hearing was to continue to the next meeting.

There was no public comment.

A motion was made by Councilmember Happe, seconded by Mayor Pro Tem Andrade to continue the public hearing to the next regular meeting (March 12, 2019). Electronic vote was taken as follows:

AYES: Happe, Wallace, Andrade, & Welch
NOES: None
ABSTAIN: None
ABSENT: Peterson

Action: Public Hearing continued by Minute Order No. 2019-031

VIII. ANNOUNCEMENTS AND REPORTS

CITY COUNCIL COMMITTEE REPORTS

Councilmember Wallace reported on having attended the Community Action Commission where they had a discussion on public safety and public works; made brief comments on how this organization tries to help and serve the homeless.

Mayor Pro Tem Andrade stated she had attended the student of the month event, the Riverside County Fair Parade, the League of California Cities training in Banning and the State of Education event.

Councilmember Happe attended the State of the Education event, and reported on some of the findings about graduation and dropout rates. Reported on having attended the Banning Chamber Breakfast.

REPORT BY CITY ATTORNEY

None

REPORT BY CITY MANAGER

City Manager Doug Schulze introduced new Police Chief Matthew Hamner. He stated that he and other City staff had met with relatives from Jorge Castillo's family, and the local soccer program to discuss strategies, and options to meet the needs of the youth soccer program; reported on having attending the League of California Cities, City Manager's Conference in San Diego.

IX. REPORT OF OFFICERS

1. Resolution No. 2018-156, Approving an Amendment to Purchasing Policy B-30.

Rochelle Clayton, Deputy City Manager presented the staff report and answered Council's questions.

There was no public comment.

A motion was made by Councilmember Wallace, seconded by Councilmember Happe to approve the item as presented. Electronic vote was taken as follows:

AYES:	Happe, Wallace, Andrade, & Welch
NOES:	None
ABSTAIN:	None
ABSENT:	Peterson

Action: Adopted Resolution No. 2018-156

2. Resolution 2019-02, Amending the Fiscal Year 2018-2019 Budget for the Addition of Two Code Compliance Officers and to Update the Classification and Compensation Plan to Reclassify the Senior Code Compliance Officer to Code Compliance Supervisor.

Rochelle Clayton, Deputy City Manager presented the staff report and answered Council's questions.

There was no public comment.

A motion was made by Councilmember Happe, seconded by Mayor Pro tem Andrade to approve the item as presented. Electronic vote was taken as follows:

AYES: Happe, Wallace, Andrade, & Welch
NOES: None
ABSTAIN: None
ABSENT: Peterson

Action: Adopted Resolution No. 2019-02

3. Resolution 2019-27, Approving an Amendment to the City's Agreement with CalPERS relative to Safety Member Benefits, to allow a 4% Employer Paid Member Contribution for Qualifying Safety Members of the Banning Police Department.

Rochelle Clayton, Deputy City Manager presented the staff report and answered Council's questions.

There was no public comment.

A motion was made by Mayor Pro Tem Andrade, seconded by Councilmember Happe to approve the item as presented. Electronic vote was taken as follows:

AYES: Happe, Wallace, Andrade, & Welch
NOES: None
ABSTAIN: None
ABSENT: Peterson

Action: Adopted Resolution No. 2019-27

4. Amendment to the Joint Powers Agreement and Bylaws of the Western Riverside Council of Governments to make various updates.

Doug Schulze, City Manager presented the staff report and explained the intent of the update revisions.

There was no public comment.

A motion was made by Councilmember Wallace, seconded by Mayor Welch to approve the item as presented. Electronic vote was taken as follows:

AYES: Happe, Wallace, Andrade, & Welch
NOES: None
ABSTAIN: None
ABSENT: Peterson

Action: Approved by Minute Order No. 2019-032

5. Resolution No. 2019-28, Approving a Memorandum of Understanding (MOU) Between the Cities of Banning and Beaumont for the Free Fare Promotion Made Available through Low Carbon Operations Program (LCTOP) funds.

Heidi Meraz, Community Services Director presented a brief report.

There was no public comment.

A motion was made by Councilmember Happe, seconded by Mayor Pro Tem Andrade to approve the item as presented. Electronic vote was taken as follows:

AYES:	Happe, Wallace, Andrade, & Welch
NOES:	None
ABSTAIN:	None
ABSENT:	Peterson

Action: Adopted Resolution No. 2019-28

6. Resolution 2019-29, Approving an Agreement for the Purchase of Certain Real Property Interests from the Real Property at 1909 E. Ramsey Street (APN: 532-120-011).

Ted Shove , Community Development Manager stated that there was no additional information to present.

There was no public comment.

A motion was made by Councilmember Happe, seconded by Mayor Pro Tem Andrade to approve the item as presented. Electronic vote was taken as follows:

AYES:	Happe, Wallace, Andrade, & Welch
NOES:	None
ABSTAIN:	None
ABSENT:	Peterson

Action: Adopted Resolution No. 2019-29

7. Resolution No. 2019-30, Awarding a Professional Services Agreement (PSA) for the design of the north San Gorgonio Avenue building demolition and parking lot improvements to Cozad & Fox, Inc. in the amount of \$59,960.

Art Vela , Public Works Director/City Engineer briefed the Council on the project.

Councilmember Happe recused himself at 7:01 p.m., left the dais, and returned at 7:05 p.m. following the vote.

There was no public comment.

A motion was made by Mayor Pro Tem Andrade, seconded by Councilmember Wallace, to approve the item as presented. Electronic vote was taken as follows:

AYES: Wallace, Andrade, & Welch
NOES: None
ABSTAIN: None
ABSENT: Happe & Peterson

Action: Adopted Resolution No. 2019-30

8. Resolution No. 2019-31, Approving Funds to Provide Energy Efficiency and Photovoltaic Solar System Evaluation at Banning Unified School District Facilities not to Exceed \$60,000. *(Item moved ahead on agenda).*
9. Resolution 2019-32, Temporarily Suspending the Electric Utility's Rate Restructuring for Master-Metered Mobile Home Parks Only.

Tom Miller, Electric Utility Director, presented the staff report.

There was no public comment.

A motion was made by Councilmember Happe, seconded by Mayor Welch, to approve the item as presented. Electronic vote was taken as follows:

AYES: Wallace, Andrade, & Welch
NOES: None
ABSTAIN: None
ABSENT: Peterson

Action: Adopted Resolution No. 2019-32

BANNING UTILITY AUTHORITY (BUA) – Next Meeting, March 12, 2019, 5:00 p.m.

BANNING FINANCING AUTHORITY (BFA) – no meeting.

X. ITEMS FOR FUTURE AGENDAS

1. Mills Act Update
2. Fee Suspension Update
3. Website Redesign

4. Street Naming Policy to Honor Land Owners
5. Contingency Plan for Residents During Emergencies
6. Appraisals Update
7. Honor Banning High School Senior Aliyah Amis
8. Golf Carts
9. Empty Lots Clean up
10. Enterprise Zone

XI. ADJOURNMENT

By consensus, the meeting was adjourned at 7:10 P.M.

Minutes Prepared by:

Daryl Betancur, Deputy City Clerk

These Minutes reflect actions taken by the City Council. The entire discussion of this meeting can be found by visiting the following website: <https://banninglive.viebit.com/player.php?hash=WLjWsVcMB9Xq> or by requesting a CD or DVD at Banning City Hall located at 99 E. Ramsey Street.



**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL

FROM: Douglas Schulze, City Manager

PREPARED BY: Laurie Sampson, Acting Deputy City Clerk

MEETING DATE: March 12, 2019

SUBJECT: Receive and File Contracts Approved Under the City Manager's Signature Authority for the Month of February 2019.

RECOMMENDATION:

Receive and file Contracts approved under the City Manager's signature authority for the Month of February 2019.

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

Approved by:



Douglas Schulze
City Manager

ATTACHMENT 1

List of Contracts

Contracts, Change Orders and Sole Sources Approved Within City Manager Signature Authority (2019)

City Manager Approval	Vendor Name	Description of Item/Service	Contact Award Total	Department/Division	Comments
26-Feb-2019	McAvoy & Markham	Consulting Services for the Advanced Metering Infrastructure (AMI) Project	\$ 24,505.00	Electric Utilities	(C00495)

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CITY OF BANNING CITY COUNCIL REPORT

TO: CITY COUNCIL

FROM: Douglas Schulze, City Manager

PREPARED BY: Jim Steffens, Power Resources & Revenue Manager
Tom Miller, Electric Utility Director

MEETING DATE: March 12, 2019

SUBJECT: Resolution 2019-__, Amending Two of the Electric Utility's Rate Schedules: Schedule DSG – Distributed Self Generation and Schedule A – Residential Services, for the Purpose of Clarifying Certain Conditions.

RECOMMENDED ACTION:

The City Council consider adopting Resolution 2019-__:

1. Amending Schedule DSG – Distributed Self Generation ("Schedule DSG") as indicated herewith in Exhibit "A" of Attachment 1.
2. Amending Schedule A – Residential Service ("Schedule A") as indicated herewith in Exhibit "B" of Attachment 1.
3. Authorizing the City Manager and/or the Electric Utility Director and/or the Customer Service/Billing Manager to implement the aforementioned changes to Schedule DSG and Schedule A.

BACKGROUND:

On June 26, 2018 the City Council approved Resolution 2018-69, instituting Schedule DSG. Schedule DSG created a successor program to the solar Net Metering Program. It has since become apparent that the current language in Schedule DSG isn't precise enough to cover the full spectrum of distributed self-generation technologies, applications, and configurations. Therefore, the Electric Utility desires to amend the language in Schedule DSG in order to help capture all possible conditions. The proposed amendments are illustrated in Exhibit "A" of Attachment 1.

On October 23, 2018, the City Council approved Resolution 2018-130, amending the structure of Schedule A. In retrospect, the amended Schedule A should have addressed the potential situation where the Low Income Qualified Discount, the Medical Discount, and/or the combined discounts may be greater than a customer's electric bill. Therefore, the Electric Utility desires to amend the language in Schedule A in order to clarify how this condition would be handled. Specifically, the proposed amendments would make it clear that the application of the discounts cannot result in a credit to the customer. In other words, the applied discount cannot be greater than the customer's electric bill for the month.

ISSUES/ANALYSIS:

These clarifications to Schedule DSG and Schedule A will reduce ambiguities, and make the schedules more clearly applicable to differing conditions.

FISCAL IMPACT:

Because the amendments are clarifications, there will be minimal, if any, fiscal impacts.

ALTERNATIVE:

1. Reject Resolution 2019-__ and provide direction.

ATTACHMENTS:

1. Resolution No. 2019-__

Approved by:



Douglas Schulze
City Manager

ATTACHMENT 1

Resolution 2019-__

RESOLUTION 2019-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AMENDING TWO OF THE ELECTRIC UTILITY'S RATE SCHEDULES: "SCHEDULE DSG – DISTRIBUTED SELF GENERATION" AND "SCHEDULE A – RESIDENTIAL SERVICE", FOR THE PURPOSE OF CLARIFYING CERTAIN CONDITIONS

WHEREAS, the City of Banning owns and operates its Municipal Electric Utility; and

WHEREAS, on June 26, 2018 the City Council approved Resolution 2018-69, instituting Schedule DSG – Distributed Self Generation ("Schedule DSG"); and

WHEREAS, the Electric Utility desires to clarify certain language in Schedule DSG in order to make Schedule DSG more clearly applicable to a broader range of distributed self-generation technologies, applications, and configurations. The proposed language clarification is attached herewith, in both redlined and clean versions, as Exhibit "A"; and

WHEREAS, on October 23, 2018 the City Council approved Resolution 2018-130, amending the structure of Schedule A – Residential Service ("Schedule A"); and

WHEREAS, the Electric Utility desires to clarify certain language in Schedule A primarily to explicitly state that the application of either or both the Low Income Qualified Discount and the Medical Discount cannot result in a credit balance on a customer's monthly electric bill. The proposed language clarification is attached herewith, in both redlined and clean versions, as Exhibit "B".

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

SECTION 1. The City Council hereby amends Schedule DSG, as indicated herewith in Exhibit "A".

SECTION 2. The City Council hereby amends Schedule A, as indicated herewith in Exhibit "B".

SECTION 3. The City Manager and/or the Electric Utility Director and/or the Customer Service/Billing Manager are authorized to implement the aforementioned changes to Schedule DSG and Schedule A.

SECTION 4. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 12th day of March, 2019.

Arthur L. Welch, Mayor
City of Banning

ATTEST:

Daryl Betancur, Deputy City Clerk
City of Banning

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

Kevin G. Ennis, Esq. City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Daryl Betancur, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2019-xx, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 12th day of March, 2019, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Daryl Betancur, Deputy City Clerk
City of Banning, California

Exhibit “A”

Schedule DSG

SCHEDULE DSG

DISTRIBUTED SELF-GENERATION

APPLICABILITY

Applicable to City of Banning Electric Utility customers who have distributed renewable energy facilities, but who are not eligible under the Net Metering Surplus Production Schedule.

CHARACTER OF SERVICE

Alternating current with regulated frequency of 60 hertz single-phase, three-phase, or a combination of single and three-phase served through one meter (known as the utility meter), at standard voltages complementary to the existing service connection, or as may be specified by the Electric Division.

TERRITORY

Within the area served by the City of Banning.

RATES

The City will ~~require~~ utilize a production meter to ~~be installed per the City of Banning Electric Utility Standards. measure the kWh generated by the customer's distributed energy resource~~ Each billing cycle. The City shall credit the customer's account for the kWh that are recorded through this production meter. The customer shall receive this credit as a monetary credit calculated as by the amount of kWh recorded by the production meter multiplied by the Distributed Self-Generation Production Rate. ~~100% of their kWh production at the Distributed Self-Generation Production Rate.~~

The Distributed Self-Generation Production Rate will be set at the price of the lowest-cost WREGIS-certified renewable energy resource that is produced or procured by the Banning Electric Utility. The rate indicated below is the current rate, but is **subject to administrative change** if the Banning Electric Utility produces or procures additional WREGIS-certified renewable energy eligible for the state's renewable portfolio standard.

Distributed Self-Generation Production Rate:

All electrical energy recorded by the production meter ~~generated~~, per kWh
\$0.063

The City will bill the customer each billing cycle for all charges, including kWh delivered to the customer, under the customers' applicable rate schedule (such as Schedule A – Residential Service, Schedule B – Small General Service, etc.)

SPECIAL CONDITIONS

1. Customers must make application for interconnection and pay all applicable utility charges. In order to receive compensation for distributed energy production Customers must pass inspection for interconnection and adhere to all program rules and regulations.
2. Banning Electric Utility reserves the rights to the environmental attributes (such as the Renewable Energy Credits) associated with the distributed generation production.

SCHEDULE DSG

DISTRIBUTED SELF-GENERATION

APPLICABILITY

Applicable to City of Banning Electric Utility customers who have distributed renewable energy facilities, but who are not eligible under the Net Metering Surplus Production Schedule.

CHARACTER OF SERVICE

Alternating current with regulated frequency of 60 hertz single-phase, three-phase, or a combination of single and three-phase served through one meter (known as the utility meter), at standard voltages complementary to the existing service connection, or as may be specified by the Electric Division.

TERRITORY

Within the area served by the City of Banning.

RATES

The City will require a production meter to be installed per the City of Banning Electric Utility Standards. Each billing cycle, The City shall credit the customer's account for the kWh that are recorded through this production meter. The customer shall receive this credit as a monetary credit calculated as the amount of kWh recorded by the production meter multiplied by the Distributed Self-Generation Production Rate.

The Distributed Self-Generation Production Rate will be set at the price of the lowest-cost WREGIS-certified renewable energy resource that is produced or procured by the Banning Electric Utility. The rate indicated below is the current rate, but is **subject to administrative change** if the Banning Electric Utility produces or procures additional WREGIS-certified renewable energy eligible for the state's renewable portfolio standard.

Distributed Self-Generation Production Rate:

All electrical energy recorded by the production meter, per kWh: \$0.063

The City will bill the customer each billing cycle for all charges, including kWh delivered to the customer, under the customers' applicable rate schedule (such as Schedule A – Residential Service, Schedule B – Small General Service, etc.)

SPECIAL CONDITIONS

1. Customers must make application for interconnection and pay all applicable utility charges. In order to receive compensation for distributed energy production Customers must pass inspection for interconnection and adhere to all program rules and regulations.
2. Banning Electric Utility reserves the rights to the environmental attributes (such as the Renewable Energy Credits) associated with the distributed generation production.

Exhibit “B”

Schedule A

CITY OF BANNING
Electric Division

SCHEDULE A

RESIDENTIAL SERVICE

A) APPLICABILITY

This schedule is applicable to single family and multiple family accommodations devoted primarily to domestic use, and includes services for lighting, cooking, heating and power consuming appliances.

B) CHARACTER OF SERVICE

Alternating current with regulated frequency of 60 hertz, delivered at 120 or 240 volts, single phase, as may be specified by the Division.

C) TERRITORY

Within the area served by the City of Banning

D) RATES

Customer Service Charge	\$ 18.00 Per Meter Per Month
Energy Charge – All kWh	\$0.15232 Per kWh

E) MINIMUM CHARGE

The minimum charge per billing cycle will be the \$18.00 Customer Service Charge.

F) MINIMUM REQUIREMENTS

1. Meter: All services shall be through one meter.

2. Multiple Family Dwellings

Whenever two or more individual family accommodations (in an apartment house, duplex, court, mobile home park, etc.) receive electric service from the Division through a master meter, the service shall be billed under this Schedule. The customer service charge per month will be \$18.00 multiplied by the number of individual dwelling units served.

3. Energy Taxes and Surcharges

All applicable local, county, state, and federal taxes or surcharges or franchise fees may be included in the above rates or may be added to the rates.

G) LOW INCOME QUALIFIED DISCOUNT

Upon application to the City, each approved low-income residential customer shall receive a discount of \$30.00 on their monthly bill. However, if the customer's electric bill is less than \$30.00, then the discount will be limited to the amount of the customer's bill. In other words, the application of the discount cannot result in a credit to the customer. The customer shall be required to recertify their eligibility every two years. Failure to recertify will result in removal from the Low Income Qualified Discount.

H) LIFE SUPPORT DEVICES

1. Medical-Baseline Discount: Upon application to the City, the account of each eligible residential customer will be provided a monthly Medical-Baseline Discount of \$25.00. However, if the customer's electric bill is less than \$25.00, then the discount will be limited to the amount of the customer's bill. In other words, the application of the discount cannot result in a credit to the customer.

- a. Eligibility: For an account to be eligible for the standard Medical-Baseline Discount, the residential customer will provide certification as set forth in Paragraph E below to the City that:

- (1) Regular use in the customer's home of one or more medical life support devices is essential to maintain the life of a full-time resident of the household; and/or
- (2) A full-time resident of the household is a paraplegic, hemiplegic, quadriplegic, multiple sclerosis, or scherodemic patient.

- b. Life-support Devices

The account of each eligible residential customer will be provided a standard Medical-Baseline Discount following certification acceptable to the City that a full-time resident of the household requires the regular use in the customer's home of one or more life-support devices.

Life-support devices mean those devices or equipment which utilize mechanical or artificial means to sustain, restore, or supplement a vital function, or mechanical equipment which is relied upon for mobility both within and outside of buildings. Life-support devices or equipment include the following:

Aerosol Tent	Electrostatic Nebulizer
Compressor	Electric Nerve Stimulator
Iron Lung	Ultrasonic Nebulizer
Pressure Pump	Motorized Wheel Chair
IPPB Machine	Kidney Dialysis Machine
Suction Machine	Respirator (all types)
Oxygen Generator (Electrically Operated)	

c. Paraplegic, Hemiplegic, Quadriplegic, Multiple Sclerosis or Scherodemic Patients

The account of each eligible residential customer, who provides certification that a full-time resident of the household is a paraplegic, hemiplegic, quadriplegic, multiple sclerosis or scherodemic patient or suffers from abnormality of centrally controlled body thermostat will be provided a standard Medical-Baseline Discount in consideration of special heating and/or cooling needs.

e. Certification

The City may require the following Certification:

- (1) The Customer shall have a medical doctor or osteopath licensed to practice medicine in the State of California provide the City with a certification letter, acceptable to the City. The letter shall describe in detail the type of life-support device(s) regularly required by the patient and the utilization requirements, and/or certify that the full-time resident is a paraplegic, hemiplegic, quadriplegic, multiple sclerosis, or scherodemic patient; or
- (2) County, State, or Federal agencies, using an established notification letter to electric utilities, shall provide the City with information relative to a patient who regularly requires the use of a life-support device in a customer's residence.

Within 15 days after acceptance of the above certification, the City will provide a Medical-Baseline Discount to the customer's account. The City may require a new or renewed application and/or certification every two years, or when needed, in the opinion of the City.

f. Termination of Use

The Customer shall notify the City of termination of use of equipment or devices set forth above.

g. Combined Discounts

If a customer is on both the Low Income and Life Support Devices programs, the maximum combined monthly discount will be \$50.00. However, if the customer's electric bill is less than \$50.00, then the discount will be limited to the amount of the customer's bill. In other words, the application of the discount cannot result in a credit to the customer.

D) NET ENERGY METERING CUSTOMERS

Those customers who are on the terminal Net Energy Metering program will receive a credit of up to \$156.00 on their annual true up. This \$156 amount is compensation for the

increase in the customer charge, less the elimination of the streetlight charge. $((\$18 - \$3 - \$2) \times 12 \text{ months})$.

CITY OF BANNING
Electric Division

SCHEDULE A

RESIDENTIAL SERVICE

A) APPLICABILITY

This schedule is applicable to single family and multiple family accommodations devoted primarily to domestic use, and includes services for lighting, cooking, heating and power consuming appliances.

B) CHARACTER OF SERVICE

Alternating current with regulated frequency of 60 hertz, delivered at 120 or 240 volts, single phase, as may be specified by the Division.

C) TERRITORY

Within the area served by the City of Banning

D) RATES

Customer Service Charge	\$ 18.00 Per Meter Per Month
Energy Charge – All kWh	\$0.15232 Per kWh

E) MINIMUM CHARGE

The minimum charge per billing cycle will be the \$18.00 Customer Service Charge.

F) MINIMUM REQUIREMENTS

1. Meter: All services shall be through one meter.
2. Multiple Family Dwellings

Whenever two or more individual family accommodations (in an apartment house, duplex, court, mobile home park, etc.) receive electric service from the Division through a master meter, the service shall be billed under this Schedule. The customer service charge per month will be \$18.00 multiplied by the number of individual dwelling units served.

3. Energy Taxes and Surcharges

All applicable local, county, state, and federal taxes or surcharges or franchise fees may be included in the above rates or may be added to the rates.

G) LOW INCOME QUALIFIED DISCOUNT

Upon application to the City, each approved low-income residential customer shall receive a discount of \$30.00 on their monthly bill. However, if the customer's electric bill is less than \$30.00, then the discount will be limited to the amount of the customer's bill. In other words, the application of the discount cannot result in a credit to the customer. The customer shall be required to recertify their eligibility every two years. Failure to recertify will result in removal from the Low Income Qualified Discount.

H) LIFE SUPPORT DEVICES

1. Medical Discount: Upon application to the City, the account of each eligible residential customer will be provided a monthly Medical Discount of \$25.00. However, if the customer's electric bill is less than \$25.00, then the discount will be limited to the amount of the customer's bill. In other words, the application of the discount cannot result in a credit to the customer.

- a. Eligibility: For an account to be eligible for the standard Medical Discount, the residential customer will provide certification as set forth in Paragraph E below to the City that:

- (1) Regular use in the customer's home of one or more medical life support devices is essential to maintain the life of a full-time resident of the household; and/or
- (2) A full-time resident of the household is a paraplegic, hemiplegic, quadriplegic, multiple sclerosis, or schlerodemic patient.

- b. Life-support Devices

The account of each eligible residential customer will be provided a standard Medical Discount following certification acceptable to the City that a full-time resident of the household requires the regular use in the customer's home of one or more life-support devices.

Life-support devices mean those devices or equipment which utilize mechanical or artificial means to sustain, restore, or supplement a vital function, or mechanical equipment which is relied upon for mobility both within and outside of buildings. Life-support devices or equipment include the following:

Aerosol Tent
Compressor
Iron Lung
Pressure Pump
IPPB Machine

Electrostatic Nebulizer
Electric Nerve Stimulator
Ultrasonic Nebulizer
Motorized Wheel Chair
Kidney Dialysis Machine

Respirator (all types)

Oxygen Generator (Electrically Operated)

d. Certification

(1) The Customer shall have a medical doctor or osteopath licensed to practice medicine in the State of California provide the City with a certification letter, acceptable to the City. The letter shall describe in detail the type of life-support device(s) regularly required by the patient and the utilization requirements, and/or certify that the full-time resident is a paraplegic, hemiplegic, quadriplegic, multiple sclerosis, or schlerodemic patient; or

Within 15 days after acceptance of the above certification, the City will provide a Medical Discount to the customer's account. The City may require a new or renewed application and/or certification every two years, or when needed, in the opinion of the City.

The Customer shall notify the City of termination of use of equipment or devices set forth above.

If a customer is on both the Low Income and Life Support Devices programs, the maximum combined monthly discount will be \$50.00. However, if the customer's electric bill is less than \$50.00, then the discount will be limited to the amount of the customer's bill. In other words, the application of the discount cannot result in a credit to the customer.

I) NET ENERGY METERING CUSTOMERS

Those customers who are on the terminal Net Energy Metering program will receive a credit of up to \$156.00 on their annual true up. This \$156 amount is compensation for the increase in the customer charge, less the elimination of the streetlight charge. $((\$18 - \$3 - \$2) \times 12 \text{ months})$.



**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL

FROM: Douglas Schulze, City Manager

PREPARED BY: Ted Shove, Economic Development Manager

MEETING DATE: March 12, 2019

SUBJECT: Adopt Resolution No. 2019____, Approving the Agreement for Purchase and Sale and Escrow Instructions Between the City of Banning and James Burgess Fall, Jr. and Betty Imai Fall, Trustees of the James Burgess Fall, Jr. and Betty Imai Fall Family Trust in Connection with Ramsey-Hathaway Street Improvement Project (Portions of APN 532-120-018) Not to Exceed \$6,665.

RECOMMENDED ACTION:

That the City Council Adopt Resolution No. 2019-____:

1. Approving the "Agreement for Purchase and Sale and Escrow Instructions Between City of Banning and James Burgess Fall, Jr. and Betty Imai Fall, Trustees of the James Burgess Fall, Jr. and Betty Imai Fall Family Trust In Connection With Ramsey-Hathaway Street Improvement Project (Portions of APN 532-120-018)";
2. Authorize the City Manager to execute the Agreement for Purchase and Sale and Escrow Instructions and Certificate of Acceptance for portions of APN 532-120-018; and
3. Authorize Administrative Services Director to make necessary budget adjustments and appropriations for FY 2018.

BACKGROUND:

Under the City's Capital Improvement Program, the Ramsey and Hathaway Street Widening project has concluded design and engineering work. The project, as planned

and designed, will improve circulation in this area of the City and will widen Ramsey Street approximately 500 feet west and 1,500 feet east of Hathaway Street. Widening will also occur along Hathaway Street from Ramsey Street approximately 1,400 feet north. Further, the project will construct a new 12-inch ductile iron water line along Ramsey Street. The construction of the project will require the acquisition of right of way in order to be completed.

City staff has held several meetings to discuss the project with property owners in the area and most would only consider right-of-way dedication in exchange for compensation. Prior to acquisition, the City determined fair market value for the necessary right of way required. Values established through the appraisal process, by a state licensed real estate appraiser provide a justification and amount for establishing compensation in exchange for the right-of-way dedications.

In total, the Hathaway and Ramsey Street Widening project consists of eleven parcels and seventeen separate right of way sections within those parcels. James Burgess Fall, Jr. and Betty Imai Fall have agreed to terms based upon the appraised value which includes acquisition of approximately 6,050 square feet, of which 5,425 is a conversion from an easement to fee acquisition and the remaining 625 square feet is new acquisition for the permanent use as a roadway. The purchase also includes approximately 502 square feet for a Temporary Construction Easement ("TCE"). The purchase price is \$4,665. Staff is also requesting an amount not to exceed \$2,000 for associated escrow and title services, totaling \$6,665.

FISCAL IMPACT:

The purchase price is \$4,665 plus escrow and title charges not to exceed \$2,000 for a total expenditure of up to \$6,665. Funds to be sourced from Account 840-9500-490.93-30.

ATTACHMENTS:

1. Resolution No. 2019-____
2. Purchase and Sale and Escrow Instructions Agreement – Partially Executed

Approved by:



Douglas Schulze
City Manager

ATTACHMENT 1

Resolution 2019-__

RESOLUTION 2019-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING,
CALIFORNIA, APPROVING AN AGREEMENT FOR THE PURCHASE OF
CERTAIN REAL PROPERTY INTERESTS FROM THE REAL PROPERTY
AT 1735 E. RAMSEY STREET, BANNING (APN 532-120-018)**

WHEREAS, the City of Banning seeks to construct the Ramsey-Hathaway Street Improvement Project ("Project") to improve circulation in this area of the City. The Project, as planned and designed, will widen Ramsey Street approximately 500 feet west and 1,500 feet east of Hathaway Street. The Project will also widen Hathaway Street from Ramsey Street approximately 1,400 feet north. Further, the Project will construct a new 12-inch ductile iron water line along Ramsey Street; and

WHEREAS, the Property requires the acquisition of certain property interests from eleven larger parcels; and

WHEREAS, on November 8, 2018, the City extended to the record owner, James Burgess Fall, Jr. and Betty Imai Fall, Trustees of the James Burgess Fall, Jr. and Betty Imai Fall Family Trust, a written offer pursuant to Government Code Section 7267.2 to purchase an approximate 6,675 square foot fee portion ("Subject Fee Property") of the real property located at 1735 E. Ramsey Street, Banning, and identified as Riverside County Tax Assessor's Parcel Number 532-120-018 ("Fall Trust Parcel") for public use, namely public street purposes, drainage, public utilities, and all uses necessary or convenient thereto. The City also offered to purchase an approximate 502 square foot temporary construction easement on the Fall Trust Parcel for a term of nine months ("TCE") to help facilitate the City's construction of the Project. The Subject Fee Property consists of an approximate 6,050 square foot portion of the Fall Trust Parcel previously dedicated as an easement for state highway purposes pursuant to the Record of Survey recorded in July 1937 in Book 11, Page 24 of Official Records of the County of Riverside and an approximate 625 square foot fee area that is not currently burdened by a right of way easement. The approximate 6,675 square foot Subject Fee Property and the approximate 502 square foot TCE are more particularly described in the exhibits to the Agreement for Purchase and Sale and Escrow Instructions attached as Attachment 2 to the staff report. The City's offer was based on the fair market value estimate determined by the City's independent appraiser; and

WHEREAS, the City and record owners negotiated in good faith the City's purchase of the Subject Fee Property and TCE and have reached an agreement regarding the terms of the City's purchase, subject to ratification by the City Council; and

WHEREAS, the City studied the environmental effects of the subject road widening Project in accordance with the California Environmental Quality Act ("CEQA"). Pursuant to Section 15301 of Article 19 (Categorical Exemptions) of the State CEQA Guidelines, City Staff found that the Project is exempt from CEQA because it involves minor alterations of existing public streets, sidewalks, gutters, and related facilities with negligible expansion.

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

SECTION 1. The Banning City Council adopts Resolution 2019-_____ approving the Agreement for Purchase and Sale and Escrow Instructions between City of Banning and James Burgess Fall, Jr. and Betty Imai Fall, Trustees of the James Burgess Fall, Jr. and Betty Imai Fall Family Trust in Connection with the Ramsey-Hathaway Street Improvement Project (Portions of APN 532-120-018) for the purchase of the Subject Fee Property and the TCE for the sum of \$4,665. The total compensation also includes the additional consideration consisting of the City's abandonment and/or installation, as part of the Project, of certain improvements, including abandonment of existing septic tank improvements, installation of certain sewer lateral and water lateral, and water line improvements. A copy of the Agreement is attached as Attachment 2 to the staff report that accompanies this Resolution. This approval of the Agreement is not an announcement of the City's intent to acquire any other real property interests for the Project and does not commit the City to acquire any other real property interests for the Project.

SECTION 2. The environmental effects of the Project, including the acquisition of the Subject Fee Property and the TCE, were studied as an integral part of the environmental review for the Project. The City Council concurs with City Staff's determination that the Project qualifies as exempt from CEQA pursuant to Section 15103 of the State CEQA Guidelines because the Project involves minor alterations to existing public streets. The City Council directs City staff to file a Notice of Exemption in connection with this Project in accordance with CEQA.

SECTION 3. The City Manager is authorized to execute the Agreement, in substantially the form attached as Attachment 2 to the staff report that accompanies the Resolution, the TCE Agreement in substantially the form attached as an exhibit to the Agreement, Certificate of Acceptance, escrow documents, and any such documents or instruments that are necessary to effect the transfer of property interests contemplated in the Agreement, effect the additional consideration items described in said Agreement, or to memorialize any necessary extension of the term of the TCE as provided for in the TCE Agreement.

SECTION 4. The Administrative Services Director is authorized to make necessary budget adjustments, appropriations and transfers to effectuate the property transactions contemplated in the Agreement, including but not limited to the payment of the Purchase Price of \$4,665, payment for the City's costs relating to the additional consideration items described in the Agreement, compensation for any necessary extension of the term of the TCE in accordance with the TCE Agreement, and escrow-related charges, which are not estimated to exceed \$5,000.

SECTION 5. The City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 12th day of March, 2019.

Arthur L. Welch, Mayor
City of Banning

ATTEST:

Daryl Betancur, Deputy City Clerk
City of Banning

APPROVED AS TO FORM:

Kevin G. Ennis, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Daryl Betancur, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2019-____, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 12th day of March, 2019, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Daryl Betancur, Deputy City Clerk
City of Banning, California

ATTACHMENT 2

Purchase and Sale and
Escrow Instructions
Agreement- Partially
Executed

AGREEMENT FOR PURCHASE AND SALE AND ESCROW INSTRUCTIONS BETWEEN CITY OF BANNING AND JAMES BURGESS FALL, JR. AND BETTY IMAI FALL, TRUSTEES OF THE JAMES BURGESS FALL, JR. AND BETTY IMAI FALL FAMILY TRUST IN CONNECTION WITH RAMSEY-HATHAWAY STREET IMPROVEMENT PROJECT (PORTIONS OF APN 532-120-018)

THIS AGREEMENT FOR PURCHASE AND SALE AND ESCROW INSTRUCTIONS BETWEEN THE CITY OF BANNING AND JAMES BURGESS FALL, JR. AND BETTY IMAI FALL, TRUSTEES OF THE JAMES BURGESS FALL, JR. AND BETTY IMAI FALL FAMILY TRUST IN CONNECTION WITH RAMSEY-HATHAWAY STREET IMPROVEMENT PROJECT (PORTIONS OF APN 532-120-018) ("Agreement") is entered into by and between the CITY OF BANNING, a municipal corporation ("Buyer" or "City") and JAMES BURGESS FALL, JR. AND BETTY IMAI FALL, TRUSTEES OF THE JAMES BURGESS FALL, JR. AND BETTY IMAI FALL FAMILY TRUST (collectively "Seller") and constitutes an agreement to purchase and sell certain real property interests between Seller and Buyer and the joint escrow instructions directed to Sentry Escrow Service, Inc., attention Judy A. Russell, President ("Escrow Holder"). Seller and Buyer are referred to below collectively as the "Parties". The Agreement is effective on the date it is fully executed by the Parties ("Effective Date"). Upon execution of this Agreement by Buyer, Buyer shall promptly deliver a copy of this executed Agreement to Seller.

RECITALS

A. Seller is the owner of that certain real property located at 1735 E. Ramsey Street, in the City of Banning, California, and identified as Riverside County Tax Assessor's Parcel Number 532-120-018 ("Larger Parcel"). The Larger Parcel is approximately 0.86 acres (37,461 square feet) in size and is located on the north side of E. Ramsey Street, east of Hathaway Street in Banning. The Larger Parcel is improved with mixed-use improvements consisting of an approximate 2,790 square foot commercial building and an approximate 1,178 square foot single-family residence. Said commercial structure has not been used for commercial purposes for at least ten years. It is currently used by Seller as a residence. The 1,178 square foot single-family residence is occupied by a family member of Seller.

B. The City seeks to construct the Ramsey-Hathaway Street Improvement Project ("Project") to improve circulation in this area of the City. The Project, as planned and designed, will widen Ramsey Street approximately 500 feet west and 1,500 feet east of Hathaway Street. The Project will also widen Hathaway Street from Ramsey Street approximately 1,400 feet north. Further, the Project will construct a new 12-inch ductile iron water line along Ramsey Street.

C. City extended to Seller a written offer dated November 8, 2018 pursuant to Government Code Section 7267.2 to purchase in fee a total approximate 6,675 square foot portion of the Larger Parcel ("Subject Fee Property") in connection with the proposed Ramsey Hathaway Street Improvement Project ("Project").

- (1) The Subject Fee Property includes an approximate 6,050 square foot area that was previously dedicated as an easement for state highway purposes pursuant to the Record of Survey recorded in July 1937 in

Book 11, Page 24 of Official Records of the County of Riverside ("1937 Record of Survey"). The City seeks to acquire the fee interest in said 6,050 square foot area previously dedicated and currently used for public street purposes. The approximate 6,050 square foot portion of the Subject Fee Property that is currently subject to an easement in favor of the City pursuant to the 1937 Record of Survey is described more particularly on Exhibit "A" and roughly depicted on Exhibit "B", which are attached hereto and incorporated herein by this reference. A copy of the 1937 Record of Survey is attached as Exhibit "A-1", which is attached hereto and incorporated herein by this reference.

- (2) The Subject Fee Property also includes an approximate 625 square foot fee area that is currently not burdened by a right of way easement that the City seeks to acquire in connection with the proposed construction of the Project. The approximate 625 square foot portion of the Subject Fee Property that is not currently burdened with a right-of-way easement is described on Exhibit "A-2" and depicted on Exhibit "B-2", which are attached hereto and incorporated herein by this reference.

D. The City also offered to purchase an approximate 502 square foot temporary construction easement for a term of nine months ("TCE") to facilitate the construction of the Project. The approximate 502 square foot TCE is described more particularly on Exhibit "A-3" hereto and depicted on Exhibit "B-3" hereto, which are incorporated herein by this reference.

E. The Parties negotiated City's purchase in fee of the Subject Fee Property and the City's use of the TCE for a term of nine months, and have reached an agreement regarding the terms of the City's purchase of the Subject Fee Property and TCE, subject to ratification by the City Council.

F. The Parties acknowledge that City is authorized to acquire real property by eminent domain for a public use, including public street purposes, and all uses necessary or convenient thereto, including, but not limited to, street, sewer, drainage, and utilities, pursuant to the authority conferred upon the City of Banning by California Constitution Article 1, Section 19, California Government Code Sections 37350, 37350.5, 37351, 40401 and 40404 and California Code of Civil Procedure Section 1230.010 *et seq.* (Eminent Domain Law). The Project is a public use for which City has the authority to exercise the power of eminent domain. The City Council of the City of Banning, as City's governing body, has sole discretion to make the findings required by Code of Civil Procedure Section 1240.030 for the adoption of a resolution of necessity pursuant to the Eminent Domain Law. (Code of Civil Procedure Section 1245.220). If Seller and City had not reached an agreement for City's purchase of the Subject Fee Property and use of the TCE, City staff would have recommended that the City Council consider the adoption of a resolution of necessity authorizing the initiation of eminent domain proceedings to acquire the Subject Fee Property and TCE in accordance with the Eminent Domain Law. The City Council, however, has the exclusive and sole discretion to adopt a resolution of necessity. The adoption of any such resolution of necessity would require City's compliance with applicable law, including

Government Code Section 7260 *et seq.* and the Eminent Domain Law. This Agreement is not a commitment or announcement of intent to acquire any other real property interests that City may need for the Project. Seller is solely responsible for consulting its tax advisors or seeking a letter ruling from the Internal Revenue Service regarding the applicability of 26 U.S.C. Section 1033 to Seller's sale of the TCE to the City in connection with the Project. The City makes no express or implied representation regarding the applicability of 26 U.S.C. Section 1033 to this transaction.

G. Seller desires to sell to City the Subject Fee Property and authorize City to use the TCE for a term of nine months, and City desires to purchase the Subject Fee Property and use the TCE for a term of nine months, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the above Recitals, which are incorporated herein by this reference and for other valuable consideration, the sufficiency of which is hereby acknowledged, City and Seller agree as follows.

1. SALE AND PURCHASE PRICE.

1.1 Sale and Purchase. Seller agrees to sell in fee the Subject Fee Property to the City and to authorize the City to use the TCE for a term of nine months, and the City agrees to purchase in fee the Subject Fee Property and to use the TCE for a term of nine months subject to the terms and conditions hereafter set forth.

a. *Subject Fee Property.* On the Close of Escrow (as defined in Section 3.2 below), Seller agrees to sell in fee to the City the approximate 6,675 square foot Subject Fee Property pursuant to a Grant Deed in the form attached as Exhibit "C" hereto. The Subject Fee Property is comprised of the following property areas:

(i) An approximate 6,050 square foot area previously dedicated as an easement for state highway purposes pursuant to the 1937 Record of Survey. Said 6,050 square foot fee portion of the Subject Fee Property is described more particularly on Exhibit "A" and depicted on Exhibit "B", which are attached hereto and incorporated herein by this reference.

(ii) An approximate 625 square foot fee portion of the Larger Parcel that is not currently burdened by a right of way easement. Said 625 square foot portion of the Subject Fee Property is described on Exhibit "A-2" and depicted on Exhibit "B-2", which are attached hereto and incorporated herein by this reference.

b. *Temporary Construction Easement.* Seller further agrees to authorize City to use the approximate 502 square foot TCE described on Exhibit "A-3" hereto and depicted on Exhibit "B-3" hereto for a term of nine months to facilitate the City's construction of the Project, including construction of street and drainage improvements in the new right of way area, construction staging purposes, and storage of material and equipment, if necessary. City's use of the TCE and an option to extend the TCE for up to an additional six months is subject to the terms of the Temporary Construction Easement Agreement ("TCE Agreement"), the form of which is attached as Exhibit "D" hereto, and incorporated herein by this reference.

1.2 Purchase Price; Additional Consideration.

a. *Purchase Price.* The total purchase price (“Purchase Price”) for the 6,675 square foot Subject Fee Property and the approximate 502 square foot TCE is \$4,665.00 (Four Thousand Six Hundred Sixty-Five Dollars).

b. *Additional Consideration.* In consideration for Seller’s sale to the City of the Subject Fee Property, Seller’s authorization for the City to use the TCE pursuant to the terms of the TCE Agreement, and to mitigate the impacts of the Project on the remainder portions of the Larger Parcel, the City agrees it will cause, as part of the Project and at its sole cost, the abandonment and/or installation of the improvements set forth in this Section 1.2.b.(i) through 1.2.b.(v) to be effected. Seller agrees to cooperate with the City to expeditiously obtain any required permits in connection with the abandonment and/or installation of said improvements.

(i) The Parties acknowledge that the Project will require the abandonment of the septic tank that the Parties believe is located, at least partly, in the right-of-way area and that the abandonment of the existing septic system on the Larger Parcel and connection to the sewer system is required. Accordingly, the City will cause the abandonment of the current septic system that serves the Larger Parcel in accordance with applicable law, and will pay for costs relating to such abandonment, including the costs of any required permits and fees.

(ii) The City will cause, as part of the Project, the installation of a 6-inch sewer lateral from the existing main line sewer located along Ramsey Street to the new property line of the Larger Parcel. Further, the City will cause the installation of 4-inch sewer lateral from said property line to the outlet of the approximate 2,790 square foot commercial building and to the outlet of the approximate 1,178 square foot residential building located on the Larger Parcel. The City will also cause the removal of any asphalt from the subject portion of the Larger Parcel if required for the installation of the 4-inch sewer lateral from the new 6-inch lateral and the replacement of such asphalt with material of like kind and quality. The City will pay for the costs of any required permits and fees in connection with the installation of said 6-inch sewer lateral from the existing main line sewer located along Ramsey Street to the new property line and the connection from the new sewer lateral at said property line to the sewer outlets of the commercial building and residential building located on the Larger Parcel.

(iii) The City will cause, as part of the Project, the installation of an 1-inch water lateral with an 1-inch reduced-pressure preventer, water meter-box, from the proposed 12-inch ductile iron pipe water line along Ramsey Street to service both the commercial building and the residential building located on the Larger Parcel. The City will also cause the removal of any asphalt from the subject portions of the Larger Parcel if required for the installation of said 1-inch water lateral, 1-inch reduced pressure preventer, and water meter-box from the proposed 12-inch ductile iron pipe water line along Ramsey Street to service both the commercial building and residential building on the Larger Parcel and the replacement of such asphalt with material of like kind and quality. The City will pay for the costs of any required permits and fees in connection with said installation of the improvements described in this Section 1.2.b.(iv).

(iv) The City agrees that it will provide to Seller 24-hours telephonic notice prior to causing any temporary impacts to the access to the main wrought iron sliding gate and freestanding mailboxes on the Larger Parcel in accordance with the terms of the TCE Agreement.

2. TITLE AND TITLE INSURANCE.

2.1 General. Title to the Subject Fee Property shall be conveyed by a Grant Deed in the form attached hereto as Exhibit "C".

2.2 Title Insurance. Upon the Opening of Escrow, Escrow Holder will obtain from First American Title Company a title commitment for the Subject Fee Property. Escrow Holder will also request two copies each of all instruments identified as exceptions on said title commitment. Upon receipt of the foregoing, Escrow Holder will deliver these instruments and the title commitment to City and Seller. First American Title Insurance Company, 323 Court Street, San Bernardino, California 92401, Title Officer: Tammy Kerr or Cheryl Campbell ("Title Company") will insure City's interest in the Subject Fee Property at the Close of Escrow by a CLTA Owner's Standard Coverage Policy of Title Insurance in the amount of the Purchase Price ("Title Policy"), with liability in the full amount of the Purchase Price, insuring title to the Subject Fee Property as vested in the City, free and clear of all liens and encumbrances and other matters affecting title to the Subject Fee Property, except title exceptions that Buyer has approved in writing (which shall constitute "Permitted Title Exceptions"). Buyer, in its sole discretion, may request that Title Company insure Buyer's interest in the Subject Fee Property by an ALTA Extended Coverage Form of Title Policy. In such case, Buyer shall pay for the costs of the ALTA Extended Coverage Policy and survey.

2.3 Acts After Date of Agreement. During the period from the date of this Agreement through the Close of Escrow, Seller shall not record or permit to be recorded any document or instrument relating to the Subject Fee Property or physically alter the Subject Fee Property or permit or cause to be altered without the prior written consent of Buyer, which consent may be withheld in Buyer's sole and absolute discretion. Further, Seller agrees not to authorize any other party to use the TCE during the term of the TCE.

3. ESCROW.

3.1 Escrow Holder. The escrow shall be opened with Sentry Escrow Service, Inc. (Attention: Judy A. Russell, President) ("Escrow Holder") within five (5) business days after the execution of this Agreement by Buyer and Seller. Seller will deposit, within said time period, an executed copy or executed counterparts of this Agreement with Escrow Holder. This Agreement will be considered as the escrow instructions between the Parties, with such further instructions as Escrow Holder requires in order to clarify the duties and responsibilities of Escrow Holder. For the purposes of this Agreement, "Opening of Escrow" means the date on which Escrow Holder receives a copy of the fully-executed Agreement or copy of executed counterparts of this Agreement.

3.2 Close of Escrow. For the purposes of this Agreement, "Close of Escrow" will be the date on which the Grant Deed for the Subject Fee Property in favor of Buyer and the TCE Agreement are recorded in the Official Records of the Riverside County Recorder's Office. Provided all of Seller's and Buyer's obligations to be performed on or before Close of Escrow have been performed and all the conditions to the Close of Escrow set forth in this Agreement have been satisfied, escrow shall close 30 calendar days after the Opening of Escrow ("Closing Date"). All risk of loss or damage with respect to the Subject Fee Property shall pass from Seller to Buyer

at the Close of Escrow. Possession of the Subject Fee Property shall be delivered to Buyer upon the Close of Escrow.

3.3 Seller Required to Deliver. Before the Close of Escrow, Seller shall deposit into escrow the following:

- a. A grant deed conveying the Subject Fee Property to Buyer, in the form attached hereto as Exhibit "C", duly executed by Seller and acknowledged ("Grant Deed");
- b. The executed TCE Agreement in the form attached hereto as Exhibit "D", duly executed by Seller and acknowledged;
- c. A California 593 certificate and federal non-foreign affidavit (with respect to Seller); and
- d. Any other documents reasonably required by Escrow Holder or the Title Company to be deposited by Seller to carry out this escrow.

3.4 Buyer Required to Deliver. On or before the Close of Escrow, Buyer shall deposit into escrow the following (properly executed and acknowledged, if applicable):

- a. An executed and acknowledged "Certificate of Acceptance" in the form attached to the Grant Deed (attached hereto as Exhibit "C");
- b. The executed TCE Agreement in the form attached hereto as Exhibit "D", duly executed by the City;
- c. The City covenants and agrees to deposit with Escrow Holder the Purchase Price and such escrow funds as are required within five business days of receiving written notice from Escrow Holder regarding the confirmation of the completion of the conditions required herein for the Close of Escrow; and
- d. Any other documents reasonably required by Escrow Holder to be deposited by Buyer to carry out this escrow.

3.5 Conditions to the Close of Escrow. Escrow shall not close unless and until both Parties have deposited with Escrow Holder all sums and documents required to be deposited as provided in this Agreement. Additionally, Buyer's obligation to proceed with the transaction contemplated by this Agreement is subject to the satisfaction of all of the following conditions precedent, which are for Buyer's benefit and may be waived only by Buyer:

- a. Seller shall have performed all agreements to be performed by Seller hereunder.
- b. Title Company shall have issued or shall have committed to issue the Title Policy to Buyer, for the amount of the Purchase Price, showing fee title to the Subject Fee Property to be vested in Buyer subject only to the Permitted Title Exceptions. Escrow Holder will use the proceeds of the Purchase Price to obtain a full reconveyance of any monetary liens

encumbering the Subject Fee Property, so that said Subject Fee Property is free and clear of monetary liens and encumbrances at the Close of Escrow. Escrow Holder will obtain final approval from Seller regarding the disbursement of the proceeds prior to disbursing any such proceeds to the holder(s) of the monetary liens encumbering the Subject Fee Property.

c. If any of the conditions to Close of Escrow are not timely satisfied for a reason other than a default of Buyer or Seller under this Agreement, and this Agreement is terminated, then upon termination of this Agreement, Escrow Holder shall promptly return to Buyer all funds (and all interest accrued thereon) and documents deposited by Buyer in escrow and to return to Seller all funds and documents deposited by Seller in escrow and which are held by Escrow Holder on the date of the termination (less any escrow cancellation charges).

3.6 Recordation of Grant Deed and TCE Agreement; Delivery of Funds and Possession. Upon receipt of the funds and instruments described in Sections 3.3 and 3.4, Escrow Holder shall cause the Grant Deed and TCE Agreement to be recorded in the Riverside County Recorder's Office. Thereafter, Escrow Holder shall deliver the proceeds of this escrow (less appropriate charges as shown on a preliminary Settlement Statement executed by Buyer and Seller) to Seller, and Seller shall deliver possession of the Subject Fee Property to Buyer free and clear of all occupants. Further, Buyer will be authorized to use the TCE in accordance with the terms of the TCE Agreement.

3.7 Prorations. Real property taxes for the Subject Fee Property shall not be prorated, but must be paid by Seller for the current tax period. Seller may apply for a refund of property taxes in the event any property taxes paid are allocable to the period after the Close of Escrow and Buyer shall reasonably cooperate therewith. Buyer, as a municipal corporation acquiring property within its jurisdiction, is exempt from property taxes. All property assessments shall be prorated between Buyer and Seller as of the Close of Escrow based on the latest available tax information. All prorations for such assessments shall be determined on the basis of a 365-day year. Escrow Holder is authorized to pay from the Purchase Price any unpaid delinquent taxes and/or penalties and interest thereon, and for any delinquent or non-delinquent assessments or bonds recorded against the Subject Fee Property.

3.8 Costs of Escrow. City will pay for the cost of the Title Policy (or ALTA Extended Coverage if Buyer elects to obtain such extended coverage). City will also pay for escrow fees and Escrow Holder's customary out-of-pocket expenses for messenger services, long distance telephone calls, etc. City will pay for recording the Grant Deed and TCE Agreement, and any documentary or other local transfer taxes (if any), and any recording costs (if any).

3.9 Brokers. Buyer and Seller represent to one another that they have not engaged any broker or finder in connection with the transaction contemplated by this Agreement. Each party covenants and agrees that any broker fee or commission, which may be due or payable in connection with the closing of the transaction contemplated by this Agreement through the dealings of any such broker or finder with that party, shall be borne solely by that party. Each party agrees to defend, indemnify and hold harmless the other party and its respective employees, agents, representatives, council members, attorneys, successors and assigns, from and against all claims of any agent, broker, finder or other similar party arising from or in connection with its activities relating to the sale of the Subject Fee Property to Buyer.

3.10 Escrow Cancellation Charges. If escrow fails to close through no fault of either party, the City will pay all escrow and title cancellation charges. In the event that this escrow shall fail to close by reason of the default of either party hereunder, the defaulting party shall be liable for all escrow and title cancellation charges.

4. PERMISSION TO ENTER/DUE DILIGENCE TESTING. Seller hereby grants to City and City's authorized agents, contractors, consultants, assigns, attorneys, accountants and other representatives an irrevocable license/permission to enter upon the Subject Fee Property for the purpose of making any due diligence testing and other examinations of the Subject Fee Property, including, but not limited to, the right to perform soil and geological tests of the Subject Fee Property and environmental site assessments thereof, that City considers necessary. City will give Seller 48-hours written notice before going on the Subject Fee Property to conduct such due diligence testing. City does hereby indemnify and forever save Seller, Seller's heirs, successors and assigns free and harmless from and against any and all liability, loss, damages, costs, expenses, demands, causes of action, claims or judgments, whether or not arising from or occurring out of any damage to the Subject Fee Property arising from any accident or other occurrence at the Subject Fee Property in connection with City's due diligence testing and environmental site assessments involving entrance onto the Subject Fee Property pursuant to this Section. If City fails to acquire the Subject Fee Property due to City's default, this license/permission to enter will terminate upon the termination of City's right to purchase said Subject Fee Property. In such event, City will remove or cause to be removed all of its personal property, facilities, tools, and equipment from the Subject Fee Property left in the area comprising the Subject Fee Property in connection with the due diligence testing and restore said area as close to possible to the condition of said area prior to City's due diligence testing. The obligation of City to indemnify Seller for any such damage to the Subject Fee Property arising from the due diligence testing and/or environmental site assessment and related testing under this Section 4 will survive Close of Escrow or termination of Escrow.

5. REPRESENTATION AND WARRANTIES OF SELLER. Seller hereby represents and warrants to City the following, it being expressly understood and agreed that all such representations and warranties are to be true and correct as of the Close of Escrow and will survive the Close of Escrow:

5.1 That to the best of Seller's knowledge on the Close of Escrow (i) the Subject Fee Property will be free and clear of Hazardous Materials (defined in Section 10.1. below) or toxic substances and waste, including, but not limited to, asbestos; (ii) businesses, if any, on the Subject Fee Property have disposed of their waste in accordance with all applicable statutes, ordinances, and regulations; and (iii) Seller has no notice of any pending or threatened action or proceeding arising out of the condition of the Subject Fee Property or alleged violation of Environmental Laws (defined in Section 10.2. below), health or safety statutes, ordinance, or regulations.

5.2 That Seller is the sole owner of the Subject Fee Property free and clear of all liens, claims, encumbrances, easements, encroachments from adjacent properties, encroachments by improvements or vegetation on the Subject Fee Property onto adjacent property, or rights of way of any nature, other than those that may appear on the title commitment. Seller

will not further encumber the Subject Fee Property or allow the Subject Fee Property to be further encumbered prior to the Close of Escrow.

5.3 Neither this Agreement nor anything provided to be done hereunder, including the transfer of the Subject Fee Property to City, violates or will violate any contract, agreement or instrument to which Seller is a party, or which affects the Subject Fee Property, and the Seller's grant to City of the Subject Fee Property pursuant to this Agreement does not require the consent of any party not a signatory hereto.

5.4 Except as disclosed in the title commitment referred to in Section 2.2, there are no claims or liens presently claimed or that will be claimed against the Subject Fee Property by contractors, subcontractors, or suppliers, engineers, architects, surveyors or others that may have lien rights for work performed or commenced prior to the Effective Date. Seller agrees to hold City harmless from all costs, expenses, liabilities, losses, charges, fees, including reasonable attorneys' fees, arising from or relating to any such lien or any similar lien claimed against the Subject Fee Property and arising from work performed or commenced prior to the Close of Escrow.

5.5 There are no written or oral leases or contractual right or option to lease, purchase, or otherwise enjoy possession, rights, or interest of any nature in and to the Subject Fee Property, TCE, or any part thereof, and no persons have any right of possession to the Subject Fee Property, TCE, or any part thereof. Seller agrees to hold City harmless from all costs, expenses, liabilities, losses, charges, fees, including attorneys' fees, arising from or relating to any claims by any person or entity claiming rights to possession of any portion of the Subject Fee Property or the TCE.

5.6 Seller has no knowledge of any pending, threatened or potential litigation, action or proceeding against Seller or any other party before any court or administrative tribunal that involves the Subject Fee Property.

6. REPRESENTATIONS AND WARRANTIES OF CITY. City hereby represents and warrants to Seller the following, it being expressly understood and agreed that all such representations and warranties are to be true and correct as of the Close of Escrow and will survive the Close of Escrow:

6.1 City has taken all required action to permit it to execute, deliver, and perform its obligations under this Agreement.

6.2 City has the power and authority to execute and deliver this Agreement and carry out its obligations hereunder and consummate the transaction contemplated herein.

7. TOTAL CONSIDERATION.

7.1 City's Payment of Purchase Price and Additional Consideration. City's payment to Seller of the Purchase Price set forth in this Agreement together with the Additional Consideration set forth in Section 1.2.b. is an all-inclusive settlement and is the full and complete consideration and payment of just compensation for the fair market value of the Subject Fee Property, any improvements located on the Subject Fee Property, use by the City of the TCE for a term of nine months, severance damages, inverse condemnation, precondemnation damages,

attorneys' fees, interest, appraisal costs, loss of rents, lost profits, cost-to-cure damages for any impacts to the septic system and water lines on the Larger Parcel in connection with the Project, and any other damages of every kind and nature suffered by Seller by reason of City's acquisition of the Subject Fee Property and the TCE or the Project for which City is acquiring the Subject Fee Property and TCE, and all costs and expenses whatever in connection therewith.

7.2 No Loss of Business Goodwill. Seller further acknowledges and agrees that Seller will not suffer any loss of goodwill under Code of Civil Procedure Section 1263.510 as a result of City's acquisition of the Subject Fee Property or the construction of the Project because no business is operated on the Larger Parcel. Under Code of Civil Procedure Section 1263.510, the owner of a business conducted on the property taken, or on the remainder if the property is part of a larger parcel, will be compensated for loss of goodwill if the owner proves that (i) the loss is caused by City's acquisition of the property or the injury to the remainder; (ii) the loss cannot reasonably be prevented by a relocation of the business or by taking steps and adopting procedures that a reasonably prudent person would take and adopt in preserving the goodwill; (iii) compensation for the loss will not be included in payments under Government Code Section 7262; and (iv) compensation for the loss will not be duplicated in the compensation otherwise awarded to the owner.

7.3 No Relocation Assistance. The Larger Parcel is improved with mixed-use improvements consisting of an approximate 2,790 square foot commercial building and an approximate 1,178 square foot single-family residence. Said commercial structure is currently used by Seller as a residence. The 1,178 square foot single-family residence is occupied by a family member of Seller. The City's acquisition of the Subject Fee Property and TCE and construction of the Project will not result in the displacement of any person or business from the Larger Parcel. Accordingly, no relocation assistance and benefits pursuant to applicable federal or state relocation laws or regulations, including without limitation, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601 *et seq.*), if applicable, or under Title 1, Division 7, Chapter 1 of the Government Code of the State of California (Section 7260 *et seq.*), or the Relocation Assistance and Real Property Acquisition Guidelines (Chapter 6 of Title 25 of the California Code of Regulations) are triggered as a result of the City's acquisition of the Subject Fee Property and TCE in connection with the Project.

8. RELEASES.

8.1 This Agreement is a voluntary agreement and Seller on the Close of Escrow, on behalf of Seller, Seller's successors and assigns, fully releases City, its Council Members, officers, counsel, employees, representatives and agents, from all claims and causes of action by reason of any damage that has been sustained, or may be sustained, as a result of City's efforts to acquire the Subject Fee Property and TCE, or any preliminary steps thereto. Seller further releases and agrees to hold City harmless from any and all claims and causes of action asserted by any party claiming to have rights to possession of any portion of the Subject Fee Property and TCE.

8.2 Seller acknowledges that it may have sustained damage, loss, costs or expenses that are presently unknown and unsuspected, and such damage, loss, costs or expenses that may have been sustained, may give rise to additional damages, loss, costs or expenses in the future. Nevertheless, Seller hereby acknowledges that this Agreement has been negotiated and

agreed upon in light of that situation, and hereby expressly waives any and all rights that Seller may have under California Civil Code Section 1542 as it relates to the releases set forth in this Section 8, or under any statute or common law or equitable principle of similar effect. California Civil Code Section 1542 provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

Seller's Initials: JB
BH

City's Initials: _____

Seller's waiver of rights and release of claims set forth above in Section 8.1 and Section 8.2 will not extend to and is not intended to extend to claims related to or alleged to arise out of negligence on the part of City, its agents or contractors, in connection with the physical construction of the Project.

This Section 8 will survive the Close of Escrow.

9. CITY'S CONTINGENCIES. For the benefit of City, the Close of Escrow and City's obligation to consummate the purchase of the Subject Fee Property and TCE will be contingent upon and subject to the occurrence of all of the following (or City's written waiver thereof, it being agreed that City can waive any or all such contingencies) on or before the Close of Escrow:

9.1 That as of the Close of Escrow the representations and warranties of Seller contained in this Agreement are all true and correct;

9.2 The delivery to Escrow Holder of all documents pursuant to Sections 3.3 and 3.4 of this Agreement;

9.3 Escrow Holder's commitment to issue, in favor of City, the Policy with liability equal to the Purchase Price showing City's interest in the Subject Fee Property, subject only to the Permitted Title Exceptions; and

9.4 City's approval prior to the Close of Escrow of any due diligence testing, environmental site assessment, soils or geological reports, or other physical inspections of the Subject Fee Property that City might perform prior to the Close of Escrow.

10. CERTAIN DEFINITIONS.

10.1 The term "Hazardous Materials" will mean and include the following, including mixtures thereof: any hazardous substance, pollutant, contaminant, waste, by-product or constituent regulated under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 *et seq.*; oil and petroleum products and natural gas, natural

gas liquids, liquefied natural gas and synthetic gas usable for fuel; pesticides regulated under the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Section 136 *et seq.*; asbestos and asbestos-containing materials, PCBs and other substances regulated under the Toxic Substances Control Act, 15 U.S.C. Section 2601 *et seq.*; source material, special nuclear material, by-product material and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act or the Nuclear Waste Policy Act of 1982; chemicals subject to the OSHA Hazard Communication Standard, 29 C.F.R. Section 1910.1200 *et seq.*; industrial process and pollution control wastes, whether or not hazardous within the meaning of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*; any substance defined as a "hazardous substance" in California Civil Code Section 2929.5(e)(2) or California Code of Civil Procedure Section 736(f)(3); and any other substance or material regulated by any Environmental Laws.

10.2 The term "Environmental Laws" will mean and include all federal, state and local statutes, ordinances, regulations and rules in effect on or prior to the Effective Date relating to environmental quality, health, safety, contamination and clean-up, including, without limitation, the Clean Air Act, 42 U.S.C. Section 7401 *et seq.*; the Clean Water Act, 33 U.S.C. Section 1251 *et seq.*; and the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act 7 U.S.C. Section 136 *et seq.*; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. Section 1401 *et seq.*; the National Environmental Policy Act, 42 U.S.C. Section 4321 *et seq.*; the Noise Control Act, 42 U.S.C. Section 4901 *et seq.*; the Occupational Safety and Health Act, 29 U.S.C. Section 651 *et seq.*; the Resource Conservation and Recovery Act 42 U.S.C. Section 6901 *et seq.*; as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. Section 300f *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act 42 U.S.C. Section 9601 *et seq.* as amended by the Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right-to-Know Act and the Radon Gas and Indoor Air Quality Research Act; the Toxic Substances Control Act 15 U.S.C. Section 2601 *et seq.*; the Atomic Energy Act, 42 U.S.C. Section 2011 *et seq.*; and the Nuclear Waste Policy Act of 1982, 42 U.S.C. Section 10101 *et seq.*; and state and local environmental statutes and ordinances, with implementing regulations and rules in effect on or prior to the Effective Date.

11. EVIDENCE IN COURT PROCEEDING. The Parties agree that the total Purchase Price of \$4,665.00 or any inference of per square foot value of the Subject Fee Property or TCE based on said Purchase Price will not be admissible as evidence of the fair market value of the Subject Fee Property or TCE in any eminent domain or other proceeding or litigation concerning the Subject Fee Property or TCE, or any portions thereof.

12. DEFAULT. In the event of a breach or default under this Agreement by either City or Seller, the non-defaulting party will have, in addition to all rights available at law or equity, the right to terminate this Agreement and the Escrow for the purchase and sale of the Subject Fee Property and TCE, by delivering written notice thereof to the defaulting party and to Escrow Holder, and if City is the non-defaulting party, City will thereupon promptly receive a refund of all of the deposits it deposited with Escrow Holder, if any, less City's share of any Escrow cancellation charges. Such termination of the Escrow by a non-defaulting party will be without prejudice to the non-defaulting party's rights and remedies at law or equity.

13. NOTICES. All notices and demands will be given in writing by certified mail, postage prepaid, and return receipt requested, by personal delivery, or by Federal Express or other overnight carrier. Notices will be considered given upon the earlier of (a) personal delivery, (b) two business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested, or (c) one business day following deposit with Federal Express or other overnight carrier. A copy of all notices will be sent to Escrow Holder. The Parties will address such notices as provided below or as may be amended by written notice:

BUYER: City of Banning
99 E. Ramsey Street
Banning, California 92220
Attention: City Manager

COPY TO: Richards, Watson & Gershon
355 South Grand Avenue
40th Floor
Los Angeles, California 90071-3101
Attention: Kevin Ennis, City Attorney

SELLER: James Burgess Fall, Jr. and
Betty Imai Fall, Trustees
1735 E. Ramsey Street
Banning, California 92220-5939

ESCROW
HOLDER: Sentry Escrow Service, Inc.
Attention: Judy A. Russell, President
300 S. Highland Springs Ave., #10C
Banning, California 92220
(951)849-4505 or (909)793-3147 (phone)
(951)849-9262 (facsimile)

TITLE
COMPANY: First American Title Company
323 Court Street
San Bernardino, California 92401
Attention: Tammy Kerr or Cheryl Campbell

14. MISCELLANEOUS

14.1 Attorneys' Fees. In any action between Buyer and Seller seeking enforcement of any of the terms and provisions of this Agreement, the prevailing party in such action shall be awarded, in addition to damages, injunctive or other relief, its reasonable costs and expenses, not limited to taxable costs, reasonable attorneys' fees, and reasonable fees of expert witnesses.

14.2 Entire Agreement. This Agreement and the TCE Agreement contain all of the agreements of the Parties hereto with respect to the matters contained herein, and all prior or contemporaneous agreements or understandings, oral or written, pertaining to any such matters are

merged herein and shall not be effective for any purpose. No provision of this Agreement may be amended, supplemented or in any way modified except by an agreement in writing signed by the Parties hereto or their respective successors in interest and expressly stating that it is an amendment of this Agreement.

14.3 Counterparts, Facsimile, and Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. Facsimile or electronic signatures/counterparts to this Agreement will be effective as if the original signed counterpart were delivered.

14.4 Time of the Essence. Time is of the essence in this Agreement.

14.5 Governing Law. This Agreement is deemed to have been prepared by each of the Parties hereto, and any uncertainty or ambiguity herein will not be interpreted against the drafter, but rather, if such uncertainty or ambiguity exists, will be interpreted according to the applicable rules of interpretation of contracts under the laws of the State of California, and not the substantive law of another state or the United States or federal common law. This Agreement will be deemed to have been executed and delivered within the State of California, and the rights and obligations of the Parties will be governed by, and construed and enforced in accordance with, the laws of the State of California.

14.6 Third Parties. Nothing contained in this Agreement, expressed or implied, is intended to confer upon any person, other than the Parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.

14.7 Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, unless such invalidity, illegality or unenforceability materially affects the economic terms of the transactions contemplated by this Agreement or the ability of either party to perform its obligations under this Agreement. In such case, either party may terminate this Agreement and the escrow upon written notice to the other party given no later than ten business days after the party giving such notice becomes aware of such invalidity, illegality or unenforceability. In the event of such termination, all funds deposited with Escrow Holder by Buyer and any interest accrued thereon shall be returned to Buyer.

14.8 Additional Documents. Each party hereto agrees to perform any further acts and to execute, acknowledge and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.

14.9 Authority of City Manager. The City Manager may give any and all notices, consents, and terminations hereunder on behalf of the City provided they are in writing. The City Manager may execute the TCE Agreement, Certificate of Acceptance, escrow documents, and any such documents or instruments that are necessary to effect the transfer of property interests contemplated herein.

14.10 Legal Representation. Each of the Parties acknowledge that in connection with the negotiation and execution of this Agreement, they have each been represented by independent counsel of their own choosing and the Parties executed this Agreement after review by such independent counsel, or, if they were not so represented, said non-representation is and was the voluntary, intelligent and informed decision and election of any of the Parties not so represented; and, prior to executing this Agreement, each of the Parties has had an adequate opportunity to conduct an independent investigation of all the facts and circumstances with respect to the matters that are the subject of this Agreement.

14.11 Remedies Not Exclusive and Waivers. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy will be cumulative and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies will not constitute a waiver of the right to pursue other available remedies.

14.12 Severability. If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth below.

SELLER

James Burgess Fall, Jr. and Betty Imai Fall,
Trustees of the James Burgess Fall, Jr. and
Betty Imai Fall Family Trust

Dated: 03/04/2019

By: James B. Fall Jr.
James Burgess Fall, Jr., Trustee of the
James Burgess Fall, Jr. and Betty Imai Fall
Family Trust

Dated: 03/04/2019

By: Betty Imai Fall
Betty Imai Fall, Trustee of the James
Burgess Fall, Jr. and Betty Imai Fall
Family Trust

Dated: _____

BUYER

City of Banning, a municipal corporation

By: _____
Douglas Schulze, City Manager

ATTEST:

By: _____
Daryl Betancur, Deputy City Clerk

APPROVED AS TO FORM:

Kevin Ennis, City Attorney

Exhibit "A"

Legal Description of 6,050 square foot portion of Subject Property subject to dedication for state highway/street purposes pursuant to 1937 Record of Survey

PORTION OF APN 532-120-018 (AKA RAMSEY ST.)

THE SOUTHERLY 50 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER EAST, 419.00 FEET FROM THE SOUTHWEST CORNER THEREOF; THENCE NORTH 310.00 FEET PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE EAST 121.00 FEET PARALLEL WITH SAID SOUTH LINE; THENCE SOUTH 310.00 FEET PARALLEL TO SAID WEST LINE TO THE SOUTH LINE THEREOF; THENCE WEST 121.00 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

THIS LEGAL DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN CONDITIONAL CERTIFICATE OF COMPLIANCE RECORDED OCTOBER 7, 1982 AS INSTRUMENT NO. 173683 OF OFFICIAL RECORDS.

Exhibit "B"

Rough depiction of 6,050 square foot portion of Subject Property subject to dedication for state highway/street purposes pursuant to 1937 Record of Survey (marked with diagonal lines)

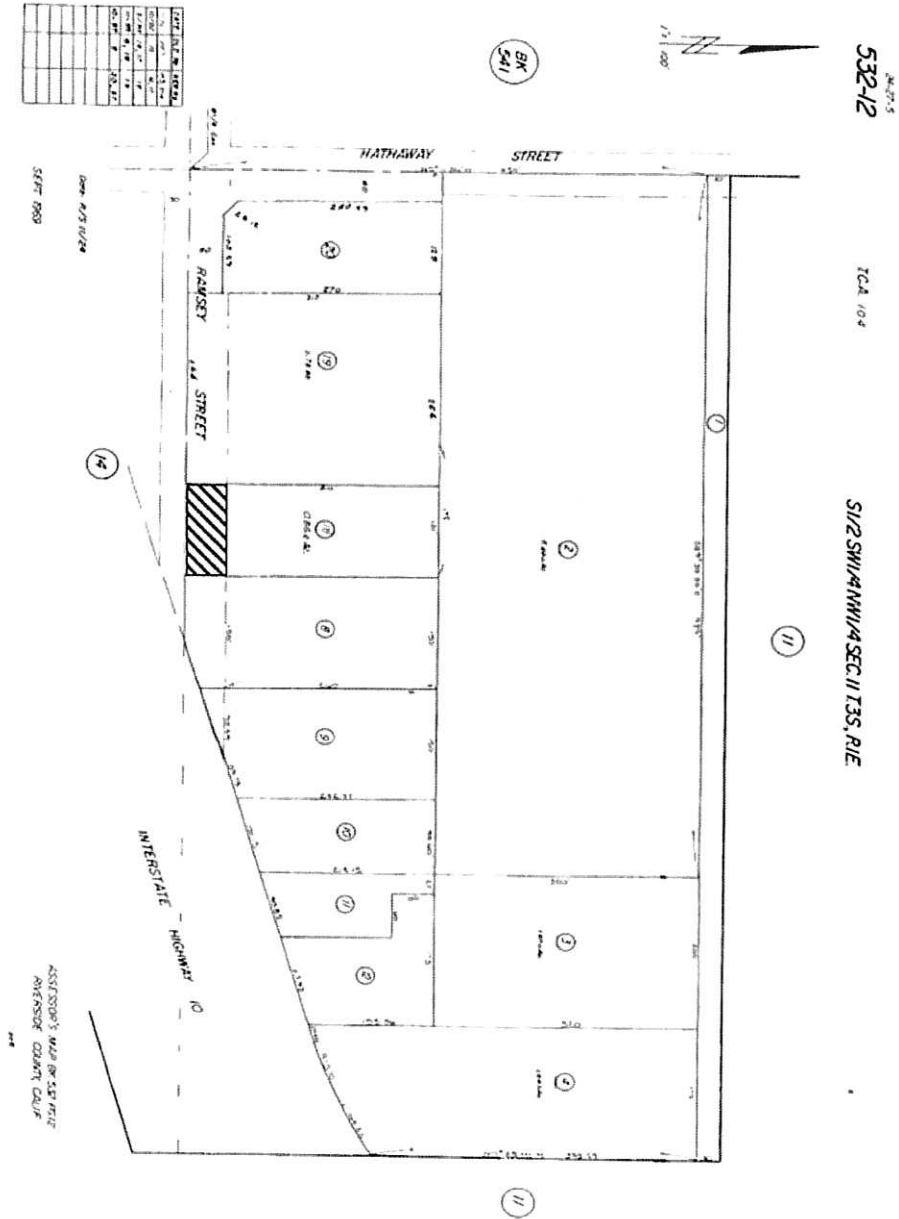


Exhibit "A-1"
1937 Record of Survey

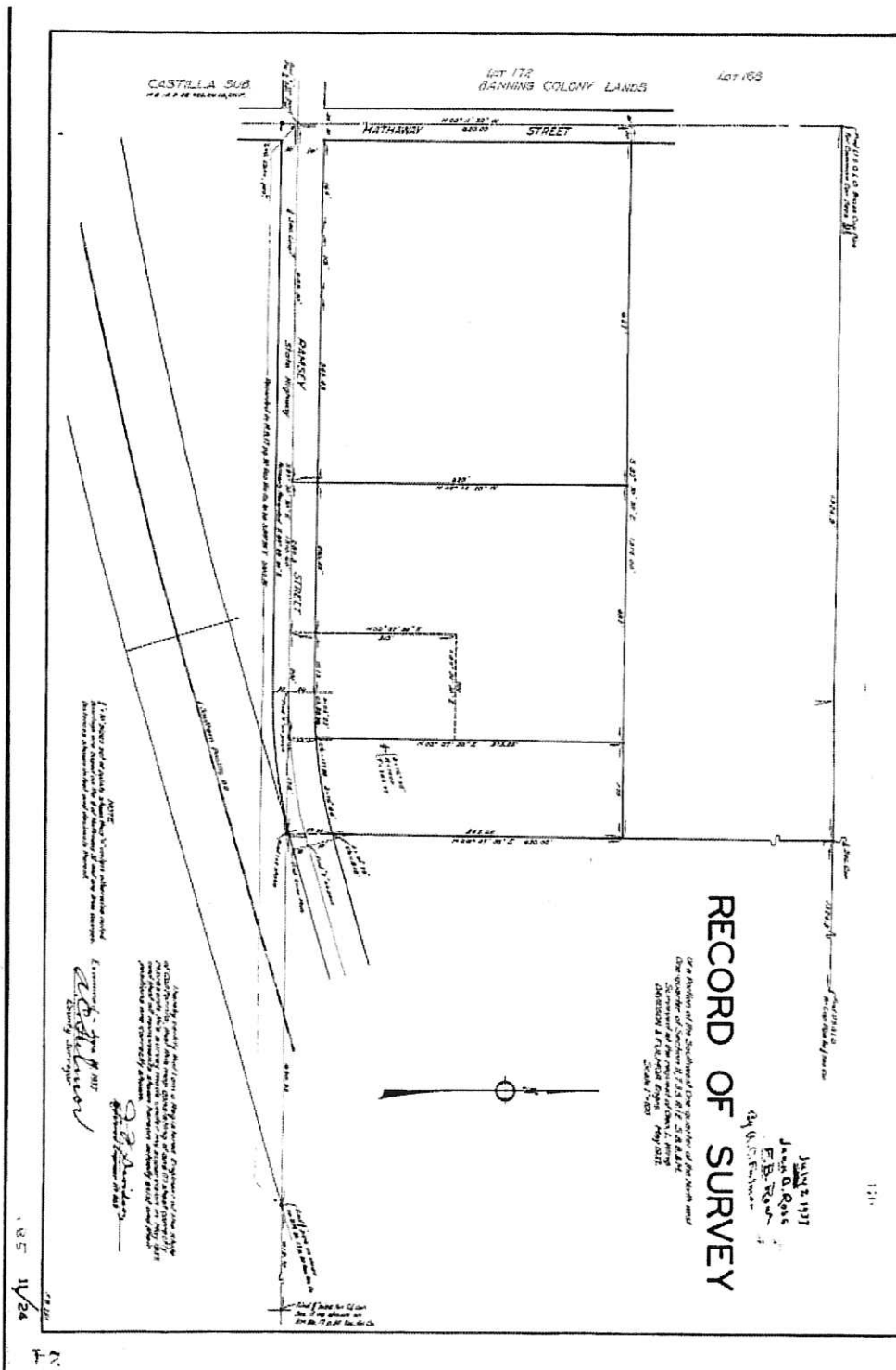


Exhibit "A-2"

Legal Description of 625 Square Foot Portion of Subject Fee Property Not Previously Dedicated for Public Street Purposes

EXHIBIT "A"

RIGHT-OF-WAY DEDICATION - A.P.N. 532-120-018

THAT PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, WITHIN THE LAND DESCRIBED AS "MERGED DESCRIPTION" IN AN INDIVIDUAL GRANT DEED TO JAMES BURGESS FALL, JR. AND BETTY IMAI FALL, TRUSTEES OF THE JAMES BURGESS FALL, JR. AND BETY IMAI FALL TRUST DATED JANUARY 3, 1990, RECORDED JANUARY 11, 1990 AS INSTRUMENT NO. 014142 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE CENTERLINE INTERSECTION OF RAMSEY STREET AND HATHAWAY STREET AS SHOWN ON A RECORD OF SURVEY FILED IN BOOK 11, PAGE 24 OF RECORD OF SURVEYS, IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE, ALONG SAID CENTERLINE OF RAMSEY STREET, SOUTH 89°07'14" EAST, 165.00 FEET TO THE SOUTHWESTERLY CORNER OF THE LAND DESCRIBED AS PARCEL 1 IN A CORPORATION GRANT DEED TO PETER MARINO RECORDED MAY 9, 2011 AS DOCUMENT NO. 2011-0204495 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE, ALONG THE WESTERLY LINE OF SAID PARCEL 1 OF THE CORPORATION GRANT DEED RECORDED MAY 9, 2011 AS DOCUMENT NO. 2011-0204495 OF OFFICIAL RECORDS, NORTH 00°03'38" EAST, 65.01 FEET TO A LINE PARALLEL WITH AND 65.00 FEET NORTHERLY OF SAID CENTERLINE OF RAMSEY STREET AND THE POINT OF BEGINNING;

THENCE, TRAVERSING THE INTERIOR OF SAID WEST HALF OF THE NORTHWEST QUARTER OF SECTION 11, THE FOLLOWING COURSES:

ALONG SAID PARALLEL LINE, SOUTH 89°07'14" EAST, 162.68 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 212.00 FEET;

EASTERLY 21.12 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°42'25";

SOUTH 83°24'49" EAST, 80.62 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 188.00 FEET, SAID CURVE BEING TANGENT WITH A LINE PARALLEL WITH AND 55.00 FEET NORTHERLY OF SAID CENTERLINE OF RAMSEY STREET;

EASTERLY 18.73 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°42'25" TO SAID PARALLEL LINE;

ALONG SAID PARALLEL LINE, SOUTH 89°07'14" EAST, 165.86 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 615.00 FEET;

EXHIBIT "A"
RIGHT-OF-WAY DEDICATION - A.P.N. 532-120-018

EASTERLY 177.69 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF
16°33'15";

NORTH 74°19'31" EAST, 418.31 FEET;

NORTH 70°54'14" EAST, 68.91 FEET TO THE BEGINNING OF A CURVE
CONCAVE NORTHWESTERLY HAVING A RADIUS OF 365.00 FEET;

NORTHEASTERLY 60.28 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE
OF 09°27'43" TO THE EASTERLY LINE OF SAID WEST HALF OF THE
NORTHWEST QUARTER OF SECTION 11.

CONTAINING 625 SQUARE FEET, MORE OR LESS.

ALSO AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND HEREBY MADE A PART
HEREOF.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS,
EASEMENTS, AND RIGHTS-OF-WAY OF RECORD, IF ANY.



PREPARED BY: STANTEC CONSULTING INC.
UNDER THE DIRECTION OF:

James O. Steines

JAMES O. STEINES, P.L.S. 6086

APRIL 4, 2012
J.N. 2042 473201

Exhibit "B-2"

Depiction of Approximate 625 Square Foot Portion of Subject Fee Property Not Previously Dedicated for Public Street Purposes

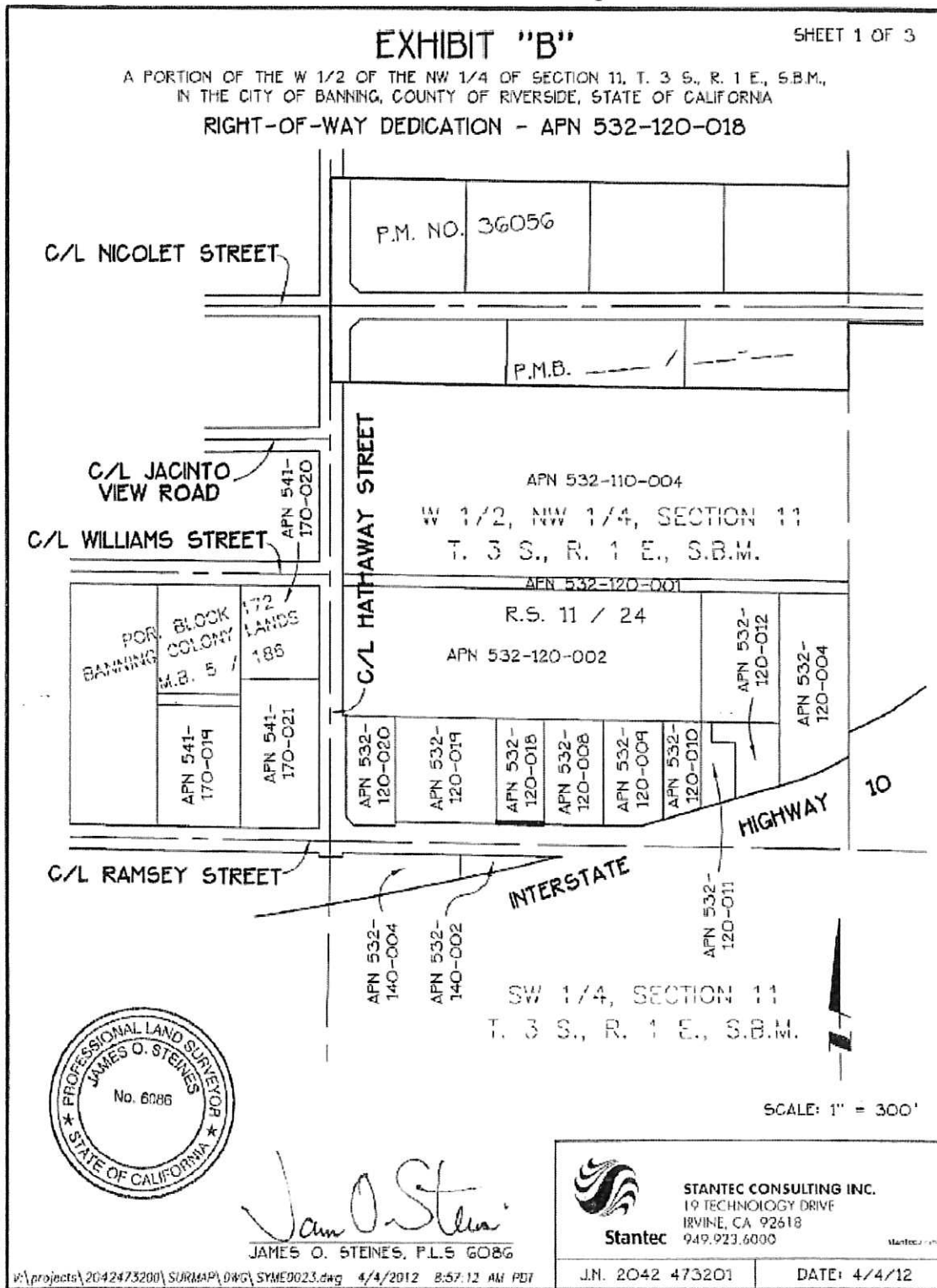


Exhibit "B-2"

Page 1 of 3

EXHIBIT "B"

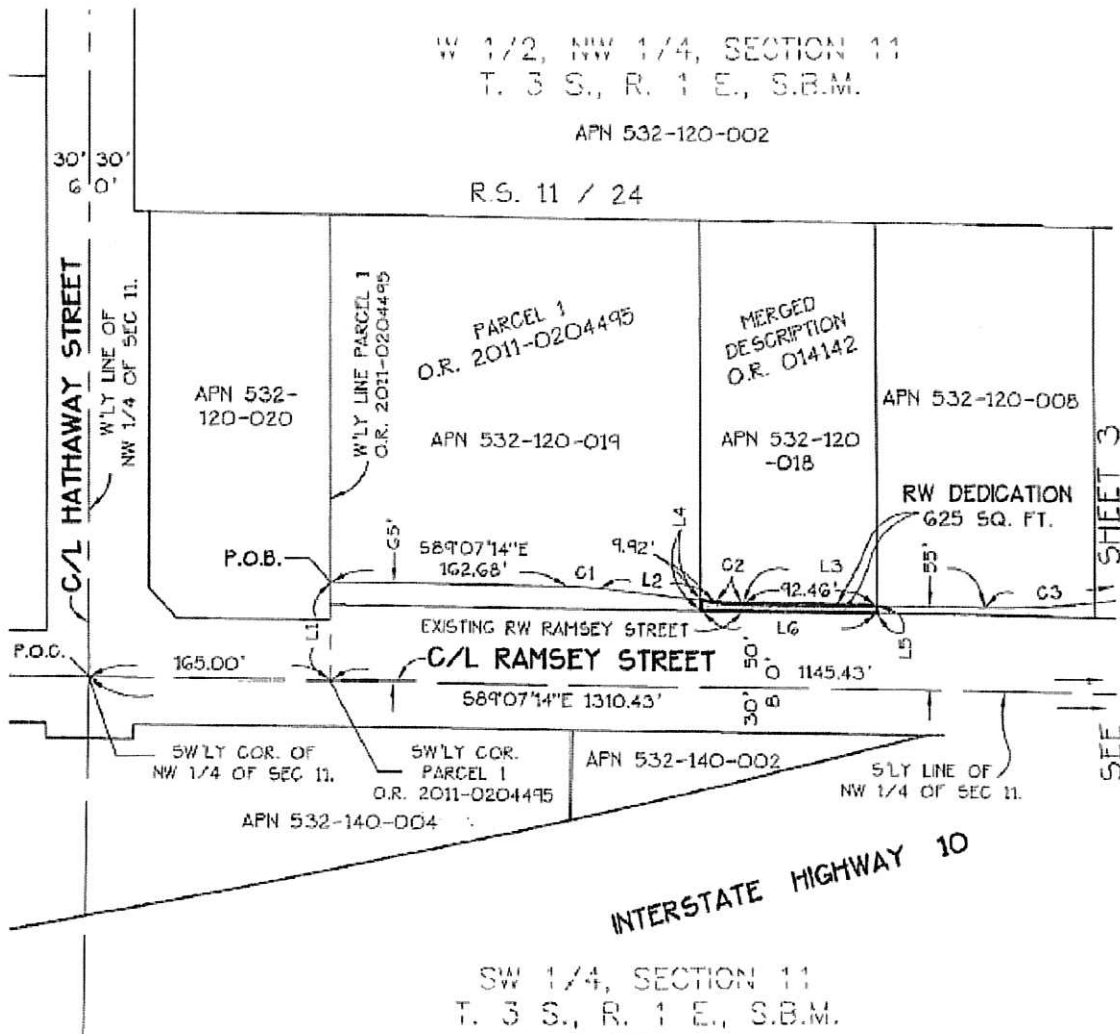
SHEET 2 OF 3

RIGHT-OF-WAY DEDICATION - APN 532-120-018

W 1/2, NW 1/4, SECTION 11
T. 3 S., R. 1 E., S.B.M.

APN 532-120-002

R.S. 11 / 24



LINE TABLE		
NO.	BEARING	DISTANCE
L1	N00°03'38"E	65.01'
L2	S83°24'49"E	80.62'
L3	S89°07'14"E	165.06'
L4	N00°03'38"E	6.92'
L5	S00°03'38"W	5.00'
L6	N89°07'14"W	121.00'

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	212.00'	05°42'25"	21.12'
C2	188.00'	05°42'25"	18.73'
C3	615.00'	16°33'15"	177.69'

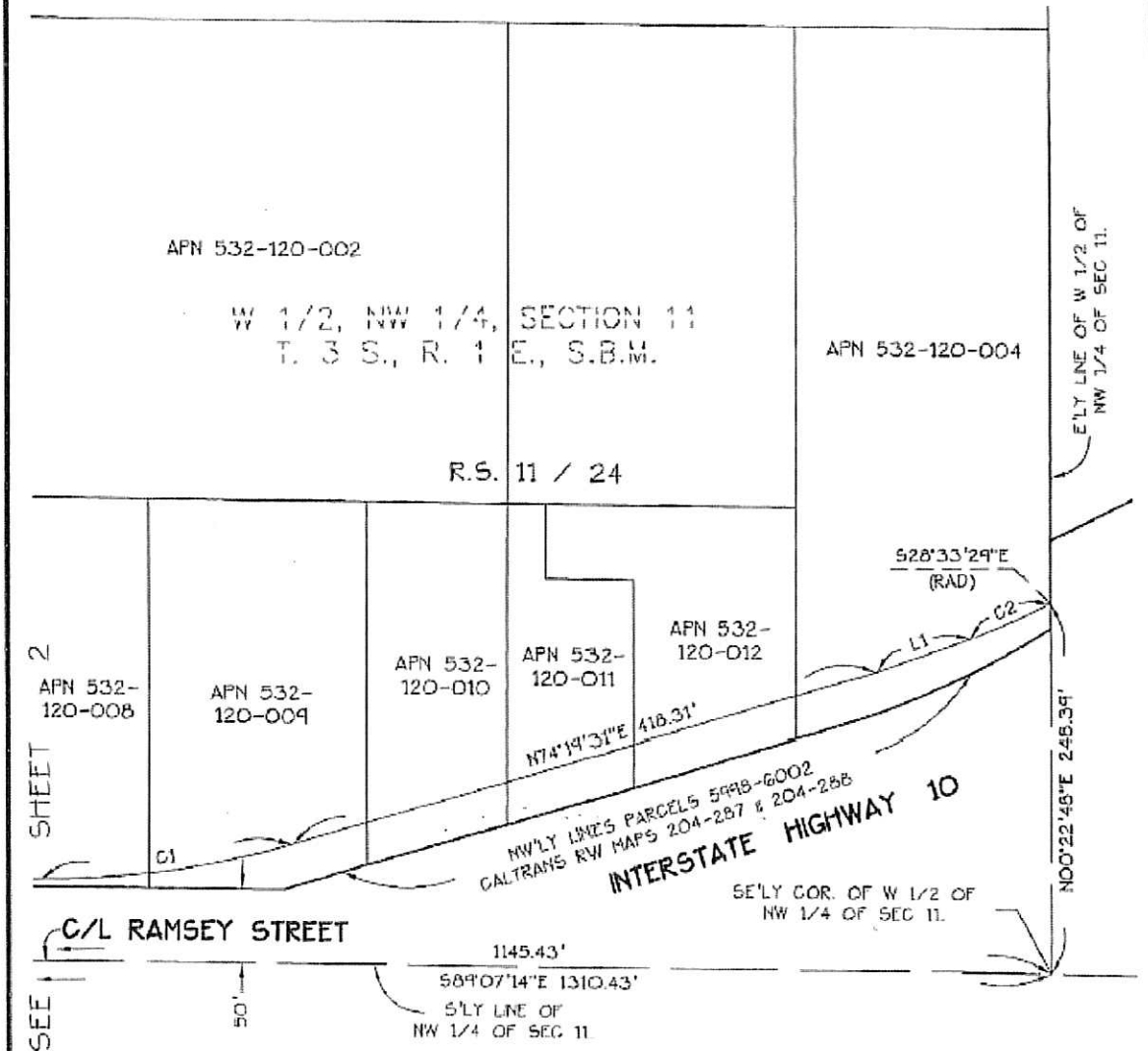
SCALE: 1" = 100'

V:\projects\2042473200\SURMAP\DWG\SYNFCO26.dwg 4/4/2012 10:06:22 AM PDT

EXHIBIT "B"

SHEET 3 OF 3

RIGHT-OF-WAY DEDICATION - APN 532-120-018



LINE TABLE		
NO.	BEARING	DISTANCE
L1	N70°54'14"E	68.91'

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	615.00'	16°33'15"	177.69'
C2	365.00'	04°27'43"	60.28'



V:\projects\204247J200\SURMAP\DWG\SYME0025.dwg 4/4/2012 9:31:09 AM POT

Exhibit "A-3"
Legal Description of Temporary Construction Easement

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT - A.P.N. 532-120-018

THAT PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, WITHIN THE LAND DESCRIBED AS "MERGED DESCRIPTION" IN AN INDIVIDUAL GRANT DEED TO JAMES BURGESS FALL, JR. AND BETTY IMAI FALL, TRUSTEES OF THE JAMES BURGESS FALL, JR. AND BETY IMAI FALL TRUST DATED JANUARY 3, 1990, RECORDED JANUARY 11, 1990 AS INSTRUMENT NO. 014142 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHERLY OF THE FOLLOWING DESCRIBED REFERENCE LINE:

COMMENCING AT THE CENTERLINE INTERSECTION OF RAMSEY STREET AND HATHAWAY STREET AS SHOWN ON A RECORD OF SURVEY FILED IN BOOK 11, PAGE 24 OF RECORD OF SURVEYS, IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE, ALONG SAID CENTERLINE OF HATHAWAY STREET, NORTH 00°03'38" EAST, 1635.00 FEET TO THE NORTHWESTERLY CORNER OF PARCEL 1 AS DESCRIBED IN A GRANT DEED TO OSI PARTNERSHIP 1, LLC, RECORDED APRIL 10, 2008 AS DOCUMENT NO. 2008-0178325, OFFICIAL RECORDS OF SAID COUNTY, AND THE POINT OF BEGINNING;

THENCE, ALONG THE NORTHERLY LINE OF SAID PARCEL 1 AS DESCRIBED IN A GRANT DEED TO OSI PARTNERSHIP 1, LLC, SOUTH 89°15'37" EAST, 52.00 FEET TO A LINE PARALLEL WITH AND 52.00 FEET EASTERLY OF SAID CENTERLINE OF HATHAWAY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 00°03'38" WEST, 125.99 FEET;

THENCE, SOUTH 89°56'22" EAST, 1.00 FEET TO A LINE PARALLEL WITH AND 53.00 FEET EASTERLY OF SAID CENTERLINE OF HATHAWAY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 00°03'38" WEST, 29.50 FEET;

THENCE, SOUTH 89°56'22" EAST, 1.00 FEET TO A LINE PARALLEL WITH AND 54.00 FEET EASTERLY OF SAID CENTERLINE OF HATHAWAY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 00°03'38" WEST, 99.85 FEET;

THENCE, SOUTH 44°59'49" EAST, 43.56 FEET;

THENCE, SOUTH 00°03'16" EAST, 61.19 FEET;

THENCE, SOUTH 45°00'11" WEST, 40.99 FEET TO A LINE PARALLEL WITH AND 56.00 FEET EASTERLY OF SAID CENTERLINE OF HATHAWAY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 00°03'38" WEST, 126.26 FEET TO THE NORTHERLY LINE OF PARCEL 6 DESCRIBED IN A GRANT DEED TO LOUIS S. LOPEZ, TRUSTEE OF THE LOUIS S. LOPEZ TRUST, RECORDED DECEMBER 5, 2006 AS DOCUMENT NO. 2006-0889568, OFFICIAL RECORDS OF SAID COUNTY;

1 OF 5

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT - A.P.N. 532-120-018

THENCE, ALONG SAID NORTHERLY LINE, NORTH 89°14'00" WEST, 1.00 FEET TO A LINE PARALLEL WITH AND 55.00 FEET EASTERLY OF SAID CENTERLINE OF HATHAWAY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 00°03'38" WEST, 288.84 FEET;

THENCE, SOUTH 89°56'22" EAST, 2.00 FEET TO A LINE PARALLEL WITH AND 57.00 FEET EASTERLY OF SAID CENTERLINE OF HATHAWAY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 00°03'38" WEST, 69.37 FEET;

THENCE, NORTH 89°56'22" WEST, 1.00 FEET TO A LINE PARALLEL WITH AND 56.00 FEET EASTERLY OF SAID CENTERLINE OF HATHAWAY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 00°03'38" WEST, 105.38 FEET;

THENCE, SOUTH 53°55'49" EAST, 11.13 FEET;

THENCE, SOUTH 00°03'38" WEST, 34.32 FEET;

THENCE, SOUTH 51°09'30" WEST, 12.85 FEET TO A LINE PARALLEL WITH AND 55.00 FEET EASTERLY OF SAID CENTERLINE OF HATHAWAY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 00°03'38" WEST, 219.93 FEET;

THENCE, SOUTH 38°57'16" EAST, 14.30 FEET;

THENCE, SOUTH 00°03'38" WEST, 34.56 FEET;

THENCE, SOUTH 61°37'51" WEST, 10.23 FEET TO A LINE PARALLEL WITH AND 55.00 FEET EASTERLY OF SAID CENTERLINE OF HATHAWAY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 00°03'38" WEST, 39.62 FEET TO THE SOUTHERLY LINE OF PARCEL 2 DESCRIBED IN SAID GRANT DEED TO LOUIS S. LOPEZ, TRUSTEE OF THE LOUIS S. LOPEZ TRUST, RECORDED DECEMBER 5, 2006 AS DOCUMENT NO. 2006-0889568;

THENCE, ALONG SAID SOUTHERLY LINE, SOUTH 89°07'14" EAST, 9.00 FEET TO A LINE PARALLEL WITH AND 64.00 FEET EASTERLY OF SAID CENTERLINE OF HATHAWAY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 00°03'38" WEST, 39.71 FEET;

THENCE, SOUTH 49°31'47" WEST, 9.21 FEET TO A LINE PARALLEL WITH AND 57.00 FEET EASTERLY OF SAID CENTERLINE OF HATHAWAY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 00°03'38" WEST, 52.53 FEET;

THENCE, SOUTH 01°47'23" WEST, 66.27 FEET TO A LINE PARALLEL WITH AND 55.00 FEET EASTERLY OF SAID CENTERLINE OF HATHAWAY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 00°03'38" WEST, 57.98 FEET;

2 OF 5

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT - A.P.N. 532-120-018

THENCE, SOUTH 50°12'34" EAST, 21.36 FEET TO A LINE PARALLEL WITH AND 74.00 FEET NORTHERLY OF SAID CENTERLINE OF RAMSEY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 89°07'14" EAST, 93.57 FEET TO THE WESTERLY LINE OF SAID PARCEL 1 OF THE CORPORATION GRANT DEED RECORDED MAY 9, 2011 AS DOCUMENT NO. 2011-0204495;

THENCE, ALONG SAID WESTERLY LINE, SOUTH 00°03'38" WEST, 9.00 FEET TO A LINE PARALLEL WITH AND 65.00 FEET NORTHERLY OF SAID CENTERLINE OF RAMSEY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 89°07'14" EAST, 117.32 FEET;

THENCE, NORTH 00°03'38" EAST, 18.99 FEET;

THENCE, SOUTH 89°56'22" EAST, 65.00 FEET;

THENCE, SOUTH 00°03'38" WEST, 20.83 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 212.00 FEET, A RADIAL LINE TO SAID CURVE BEARS NORTH 06°12'06" EAST;

THENCE, EASTERLY 1.42 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°23'05";

THENCE, SOUTH 83°24'49" EAST, 70.70 FEET TO THE EASTERLY LINE OF SAID PARCEL 1 OF THE CORPORATION GRANT DEED RECORDED MAY 9, 2011 AS DOCUMENT NO. 2011-0204495;

THENCE, ALONG SAID EASTERLY LINE, NORTH 00°03'38" EAST, 10.20 FEET;

THENCE, SOUTH 89°56'22" EAST, 42.00 FEET;

THENCE, SOUTH 00°23'37" EAST, 12.72 FEET TO A LINE PARALLEL WITH AND 55.00 FEET NORTHERLY OF SAID CENTERLINE OF RAMSEY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 89°07'14" EAST, 78.89 FEET TO THE WESTERLY LINE OF PARCEL 3 DESCRIBED IN SAID GRANT DEED TO LOUIS S. LOPEZ, TRUSTEE OF THE LOUIS S. LOPEZ TRUST, RECORDED DECEMBER 5, 2006 AS DOCUMENT NO. 2006-0889568;

THENCE, ALONG SAID WESTERLY LINE, NORTH 00°03'38" EAST, 14.00 FEET TO A LINE PARALLEL WITH AND 69.00 FEET NORTHERLY OF SAID CENTERLINE OF RAMSEY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 89°07'14" EAST, 42.66 FEET;

THENCE, SOUTH 81°14'46" EAST, 21.31 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 604.00 FEET, A RADIAL LINE TO SAID CURVE BEARS SOUTH 01°48'41" WEST;

THENCE, EASTERLY 86.41 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°11'48" TO A NON-TANGENT LINE AND TO WHICH A RADIAL LINE BEARS SOUTH 06°23'07" EAST;

3 OF 5

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT - A.P.N. 532-120-018

THENCE, ALONG SAID NON-TANGENT LINE, NORTH 00°03'38" EAST, 2.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 602.00 FEET, A RADIAL LINE TO SAID CURVE BEARS SOUTH 06°24'24" EAST;

THENCE, EASTERLY 59.33 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°38'47" TO A NON-TANGENT LINE AND TO WHICH A RADIAL LINE BEARS SOUTH 12°03'11" EAST;

THENCE, ALONG SAID NON-TANGENT LINE, NORTH 72°27'02" EAST, 27.32 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 600.00 FEET, A RADIAL LINE TO SAID CURVE BEARS SOUTH 14°39'03" EAST;

THENCE, EASTERLY 10.72 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°01'26";

THENCE, NORTH 74°19'31" EAST, 57.22 FEET;
THENCE, SOUTH 00°03'38" WEST, 4.16 FEET;
THENCE, NORTH 74°19'31" EAST, 35.48 FEET;
THENCE, NORTH 63°02'37" EAST, 56.23 FEET;
THENCE, NORTH 74°19'31" EAST, 12.45 FEET TO THE EASTERLY LINE OF PARCEL 5 DESCRIBED IN SAID GRANT DEED TO LOUIS S. LOPEZ, TRUSTEE OF THE LOUIS S. LOPEZ TRUST, RECORDED DECEMBER 5, 2006 AS DOCUMENT NO. 2006-0889568;

THENCE, ALONG SAID EASTERLY LINE, SOUTH 00°22'48" WEST, 7.28 FEET;

THENCE, NORTH 74°19'31" EAST, 90.54 FEET TO THE EASTERLY LINE OF THE LAND DESCRIBED IN A GRANT DEED TO HUMBERTO RAMIREZ RECORDED APRIL 1, 2011 AS DOCUMENT NO. 2011-0145549, OFFICIAL RECORDS OF SAID COUNTY;

THENCE, CONTINUING NORTH 74°19'31" EAST, 22.89 FEET;

THENCE, NORTH 82°52'09" EAST, 40.39 FEET;

THENCE, NORTH 74°19'31" EAST, 53.02 FEET TO THE WESTERLY LINE OF THE LAND DESCRIBED IN A GRANT DEED TO GARY CARLTON AND WENDY CARLTON, TRUSTEES OF THE GARY AND WENDY CARLTON LIVING TRUST, RECORDED MARCH 8, 2006 AS DOCUMENT NO. 2006-0165322, OFFICIAL RECORDS OF SAID COUNTY;

THENCE, ALONG SAID WESTERLY LINE, SOUTH 00°22'48" WEST, 2.08 FEET;

THENCE, NORTH 74°19'31" EAST, 36.50 FEET;
THENCE, NORTH 81°52'04" EAST, 42.65 FEET;
THENCE, NORTH 70°54'14" EAST, 45.42 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 365.00 FEET;

4 OF 5

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT - A.P.N. 532-120-018

THENCE, NORTHEASTERLY 60.28 FEET ALONG SAID CURVE THROUGH A CENTRAL
ANGLE OF 09°27'43" TO THE EASTERLY LINE OF SAID WEST HALF OF THE
NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 EAST;

THENCE, ALONG SAID EASTERLY LINE, SOUTH 00°22'48" WEST, 248.39 FEET TO
THE SOUTHERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 11 AND THE
TERMINUS OF THE REFERENCE LINE.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN THE RIGHT-OF-WAY
DEDICATION TO THE CITY OF BANNING RECORDED _____, AS DOCUMENT
NO. _____, OFFICIAL RECORDS OF SAID COUNTY.

CONTAINING 502 SQUARE FEET, MORE OR LESS.

ALSO AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND HEREBY MADE A PART
HEREOF.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS,
EASEMENTS, AND RIGHTS-OF-WAY OF RECORD, IF ANY.



PREPARED BY: STANTEC CONSULTING INC.
UNDER THE DIRECTION OF:

Minh A. Le

MINH A, LE, P.L.S. 8543

MARCH 7, 2018
J.N. 2073 013430

5 OF 5

Exhibit "B-3"

Depiction of Temporary Construction Easement

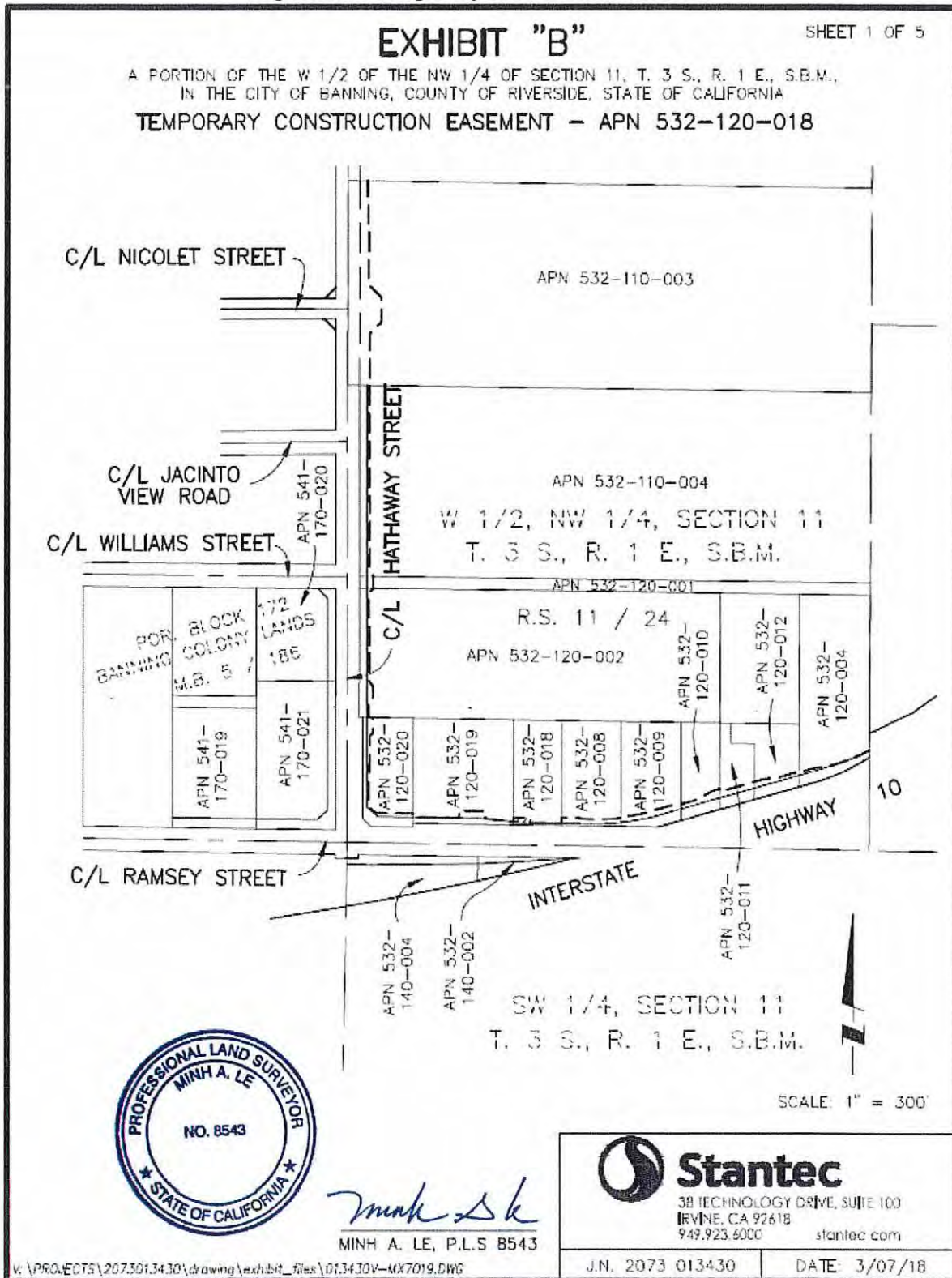
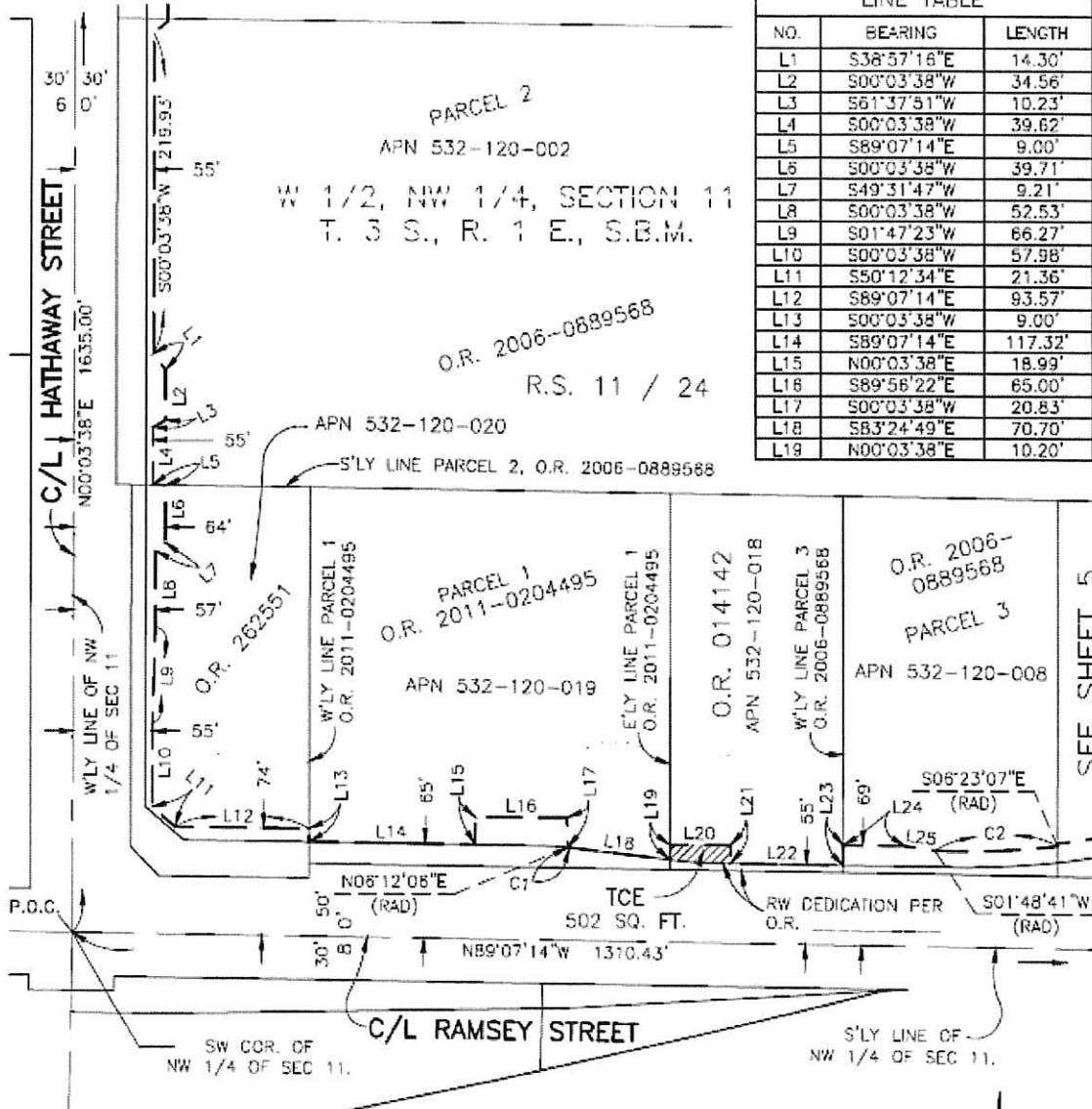


EXHIBIT "B"

SHEET 2 OF 5

TEMPORARY CONSTRUCTION EASEMENT - APN 532-120-018

SEE SHEETS 3&4



LINE TABLE		
NO.	BEARING	LENGTH
L1	S38°57'16"E	14.30'
L2	S00°03'38"W	34.56'
L3	S61°37'51"W	10.23'
L4	S00°03'38"W	39.62'
L5	S89°07'14"E	9.00'
L6	S00°03'38"W	39.71'
L7	S49°31'47"W	9.21'
L8	S00°03'38"W	52.53'
L9	S01°47'23"W	66.27'
L10	S00°03'38"W	57.98'
L11	S50°12'34"E	21.36'
L12	S89°07'14"E	93.57'
L13	S00°03'38"W	9.00'
L14	S89°07'14"E	117.32'
L15	N00°03'38"E	18.99'
L16	S89°56'22"E	65.00'
L17	S00°03'38"W	20.83'
L18	S83°24'49"E	70.70'
L19	N00°03'38"E	10.20'

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	212.00'	00°23'05"	1.42'
C2	604.00'	08°11'48"	86.41'

LINE TABLE		
NO.	BEARING	LENGTH
L20	S89°56'22"E	42.00'
L21	S00°23'37"E	12.72'
L22	S89°07'14"E	78.89'
L23	N00°03'38"E	14.00'
L24	S89°07'14"E	42.66'
L25	S81°14'46"E	21.31'

SCALE: 1" = 100'

V:\PROJECTS\2073013430\drawing\exhibit_files\013430V-MX7020.DWG

EXHIBIT "B"

SHEET 3 OF 5

TEMPORARY CONSTRUCTION EASEMENT - APN 532-120-018

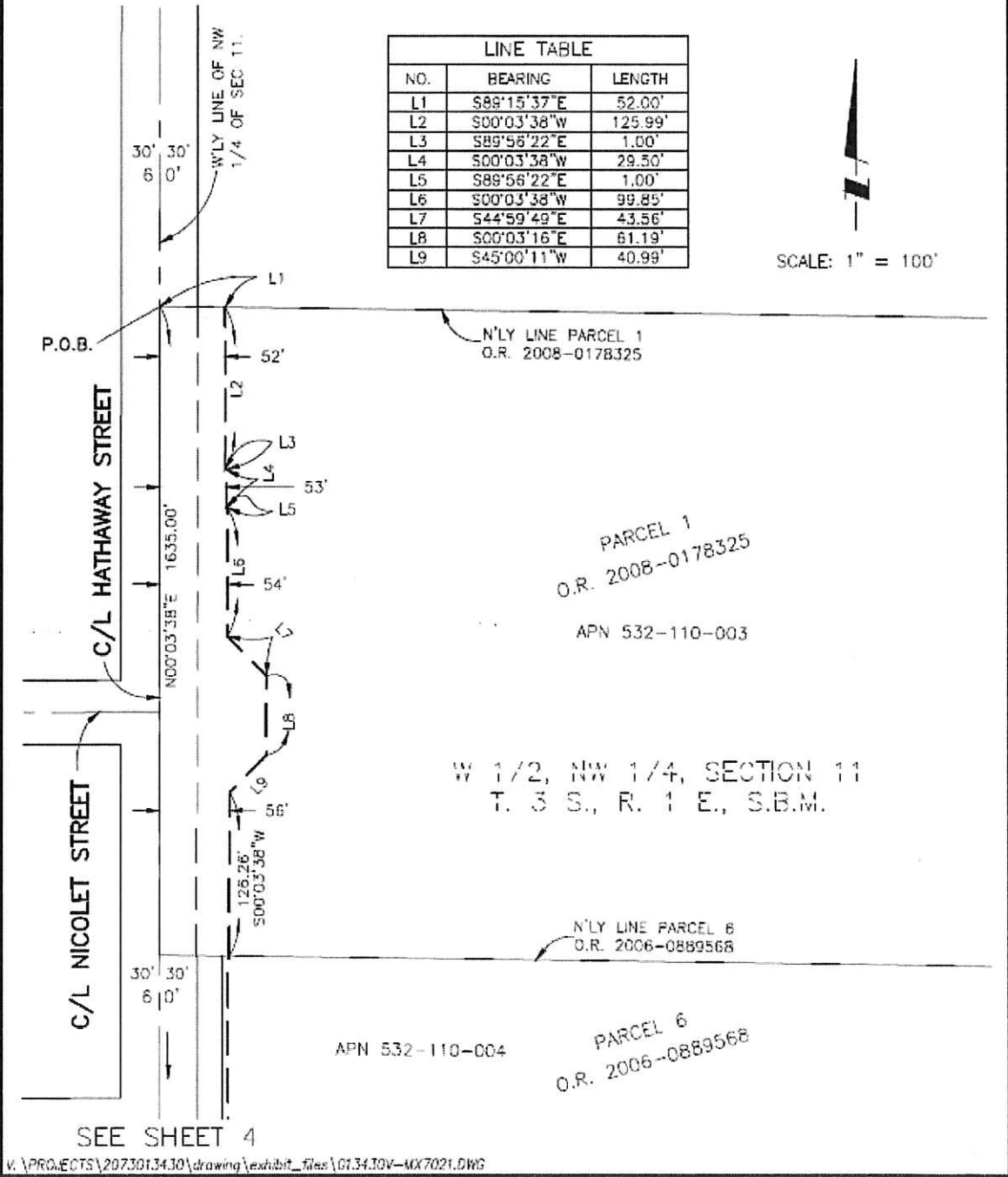


Exhibit "B-3"

Page 3 of 5

EXHIBIT "B"

SHEET 4 OF 5

TEMPORARY CONSTRUCTION EASEMENT - APN 532-120-018

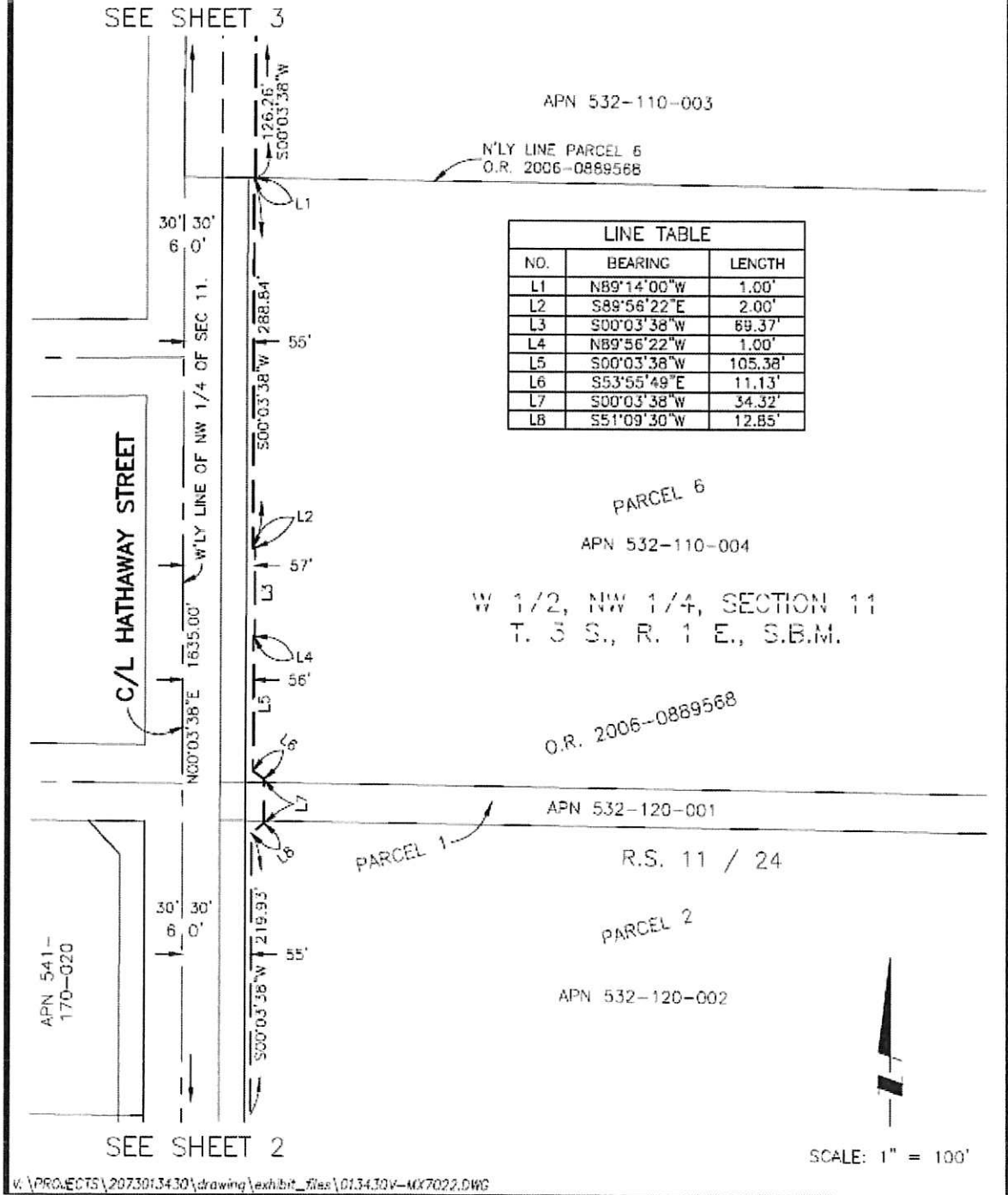
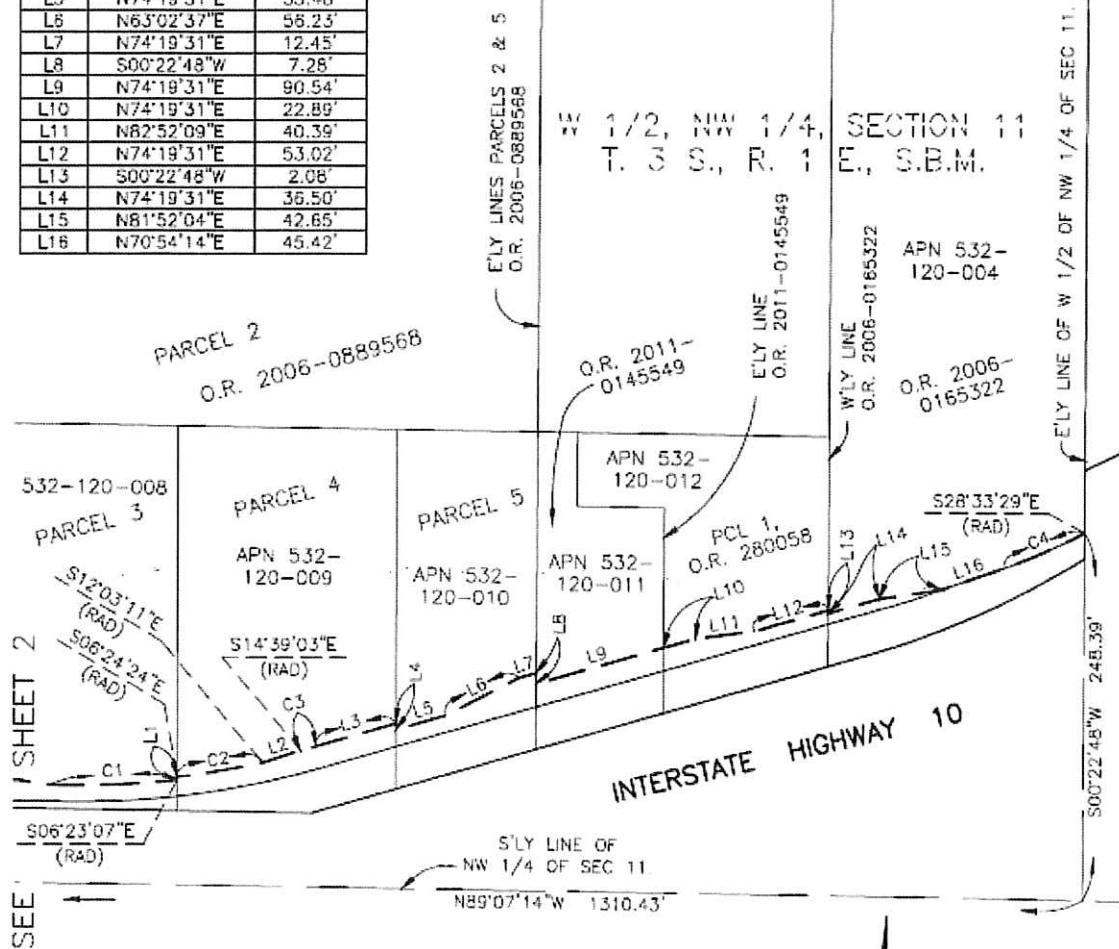


EXHIBIT "B"

SHEET 5 OF 5

TEMPORARY CONSTRUCTION EASEMENT - APN 532-120-018

LINE TABLE		
NO.	BEARING	LENGTH
L1	N00°03'38"E	2.01'
L2	N72°27'02"E	27.32'
L3	N74°19'31"E	57.22'
L4	S00°03'38"W	4.16'
L5	N74°19'31"E	35.48'
L6	N63°02'37"E	58.23'
L7	N74°19'31"E	12.45'
L8	S00°22'48"W	7.28'
L9	N74°19'31"E	90.54'
L10	N74°19'31"E	22.89'
L11	N82°52'09"E	40.39'
L12	N74°19'31"E	53.02'
L13	S00°22'48"W	2.08'
L14	N74°19'31"E	36.50'
L15	N81°52'04"E	42.65'
L16	N70°54'14"E	45.42'



CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	604.00'	08°11'48"	86.41'
C2	602.00'	05°38'47"	59.33'
C3	600.00'	01°01'26"	10.72'
C4	365.00'	09°27'43"	60.28'

SCALE: 1" = 100'

V:\PROJECTS\2073013430\drawing\exhibit_files\013430V-MX7023.DWG

Exhibit "C"
Form of Grant Deed

Recording Requested by
and when recorded return to:

CITY OF BANNING
99 E. Ramsey Street
Banning, California 92220
Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Assessor's Parcel No. 532-120-018

☒ Portions

Documentary Transfer Tax \$0.00

This Instrument is for the benefit of the City of Banning and is exempt from Recording Fees (Govt. Code § 27383), Filing Fees (Govt. Code § 6103), and Documentary Transfer Tax (Rev & Tax Code § 11922).

GRANT DEED

JAMES BURGESS FALL, JR. AND BETTY IMAI FALL, TRUSTEES OF THE JAMES BURGESS FALL, JR. AND BETTY IMAI FALL FAMILY TRUST ("Grantors") are the record fee owners of that certain real property located at 1735 E. Ramsey Street, in the City of Banning, California, and identified as Riverside County Tax Assessor's Parcel Number 532-120-018 ("Larger Parcel").

Grantors seek to grant to the CITY OF BANNING, a California municipal corporation, in fee a total approximate 6,675 square foot portion of the Larger Parcel described more particularly below ("Subject Fee Property") for public use. The Subject Fee Property includes an approximate 6,050 square foot area that was dedicated as an easement for state highway purposes pursuant to the Record of Survey recorded in July 1937 in Book 11, Page 24 of Official Records of the County of Riverside ("1937 Record of Survey"). The City seeks to acquire the fee interest in said 6,050 square foot area previously dedicated, and currently used, for public street purposes. The approximate 6,050 square foot portion of the Subject Fee Property is described more particularly on Exhibit "A" and depicted on Exhibit "B", which are attached hereto and incorporated herein by this reference. The Subject Fee Property also includes an approximate 625 square foot fee area of the Larger Parcel that is currently not burdened by a right of way easement. The approximate 625 square foot portion of the Subject Fee Property that is not currently burdened with a right-of-way easement is described more particularly on Exhibit "A-1" and depicted on Exhibit "B-1", which are attached hereto and incorporated herein by this reference.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Grantors hereby grant to the CITY OF BANNING, a municipal corporation ("Grantee") in fee the Subject Fee Property described below for public street purposes, and all uses necessary or convenient thereto, including but not limited to street, sewer, drainage, and utilities in connection with the Ramsey-Hathaway Street Improvement Project. The grant from Grantors to Grantee of the Subject Fee Property includes all improvements thereon, and any rights, title, and interest of Grantors in and to adjacent streets, alleys, or rights of way.

- An approximate 6,050 square foot fee portion of the Larger Parcel that was previously dedicated for state highway purposes pursuant to the 1937 Record of Survey and currently improved and used for public street purposes described more particularly on Exhibit "A" and roughly depicted on Exhibit "B", which are attached hereto and incorporated herein by this reference.
- An approximate 625 square foot fee portion of the Larger Parcel described more particularly in Exhibit "A-1" and depicted on Exhibit "B-1", which are attached hereto and incorporated herein by this reference. This approximate 625 square foot portion of the Subject Fee Property is not currently burdened by an easement for public street or highway purposes.

IN WITNESS WHEREOF, Grantors have executed this Grant Deed as of the date set forth below.

GRANTORS

James Burgess Fall, Jr. and Betty Imai Fall,
Trustees of the James Burgess Fall, Jr. and
Betty Imai Fall Family Trust

Dated: _____

By: _____
James Burgess Fall, Jr., Trustee of the
James Burgess Fall, Jr. and Betty Imai Fall
Family Trust

Dated: _____

By: _____
Betty Imai Fall, Trustee of the James
Burgess Fall, Jr. and Betty Imai Fall
Family Trust

Exhibit "A"

Legal Description of approximate 6,050 square foot portion of Subject Fee Property subject to state highway dedication pursuant to 1937 Record of Survey

PORTION OF APN 532-120-018 (AKA RAMSEY ST.)

THE SOUTHERLY 50 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER EAST, 419.00 FEET FROM THE SOUTHWEST CORNER THEREOF; THENCE NORTH 310.00 FEET PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE EAST 121.00 FEET PARALLEL WITH SAID SOUTH LINE; THENCE SOUTH 310.00 FEET PARALLEL TO SAID WEST LINE TO THE SOUTH LINE THEREOF; THENCE WEST 121.00 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

THIS LEGAL DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN CONDITIONAL CERTIFICATE OF COMPLIANCE RECORDED OCTOBER 7, 1982 AS INSTRUMENT NO. 173683 OF OFFICIAL RECORDS.

Exhibit "B"

Rough depiction of approximate 6,050 square foot portion of Subject Fee Property subject to state highway dedication pursuant to 1937 Record of Survey (marked with diagonal lines)

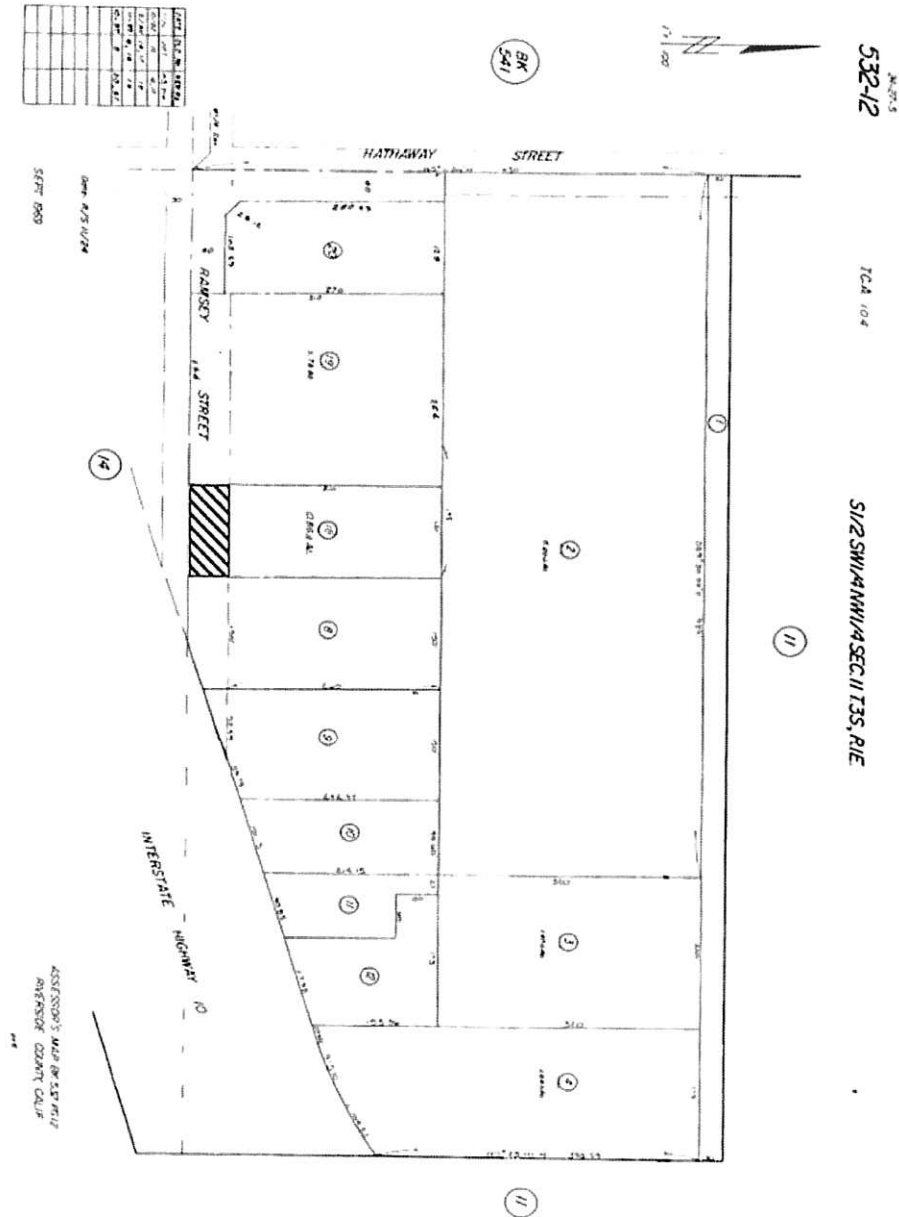


Exhibit "A-1"

Legal Description of Approximate 625 Square Foot Portion of Subject Fee Property

EXHIBIT "A"

RIGHT-OF-WAY DEDICATION - A.P.N. 532-120-018

THAT PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, WITHIN THE LAND DESCRIBED AS "MERGED DESCRIPTION" IN AN INDIVIDUAL GRANT DEED TO JAMES BURGESS FALL, JR. AND BETTY IMAI FALL, TRUSTEES OF THE JAMES BURGESS FALL, JR. AND BETY IMAI FALL TRUST DATED JANUARY 3, 1990, RECORDED JANUARY 11, 1990 AS INSTRUMENT NO. 014142 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE CENTERLINE INTERSECTION OF RAMSEY STREET AND HATHAWAY STREET AS SHOWN ON A RECORD OF SURVEY FILED IN BOOK 11, PAGE 24 OF RECORD OF SURVEYS, IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE, ALONG SAID CENTERLINE OF RAMSEY STREET, SOUTH 89°07'14" EAST, 165.00 FEET TO THE SOUTHWESTERLY CORNER OF THE LAND DESCRIBED AS PARCEL 1 IN A CORPORATION GRANT DEED TO PETER MARINO RECORDED MAY 9, 2011 AS DOCUMENT NO. 2011-0204495 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE, ALONG THE WESTERLY LINE OF SAID PARCEL 1 OF THE CORPORATION GRANT DEED RECORDED MAY 9, 2011 AS DOCUMENT NO. 2011-0204495 OF OFFICIAL RECORDS, NORTH 00°03'38" EAST, 65.01 FEET TO A LINE PARALLEL WITH AND 65.00 FEET NORTHERLY OF SAID CENTERLINE OF RAMSEY STREET AND THE POINT OF BEGINNING;

THENCE, TRAVERSING THE INTERIOR OF SAID WEST HALF OF THE NORTHWEST QUARTER OF SECTION 11, THE FOLLOWING COURSES:

ALONG SAID PARALLEL LINE, SOUTH 89°07'14" EAST, 162.68 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 212.00 FEET;

EASTERLY 21.12 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°42'25";

SOUTH 83°24'49" EAST, 80.62 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 188.00 FEET, SAID CURVE BEING TANGENT WITH A LINE PARALLEL WITH AND 55.00 FEET NORTHERLY OF SAID CENTERLINE OF RAMSEY STREET;

EASTERLY 18.73 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°42'25" TO SAID PARALLEL LINE;

ALONG SAID PARALLEL LINE, SOUTH 89°07'14" EAST, 165.86 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 615.00 FEET;

EXHIBIT "A"
RIGHT-OF-WAY DEDICATION - A.P.N. 532-120-018

EASTERLY 177.69 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF
16°33'15";

NORTH 74°19'31" EAST, 418.31 FEET;

NORTH 70°54'14" EAST, 68.91 FEET TO THE BEGINNING OF A CURVE
CONCAVE NORTHWESTERLY HAVING A RADIUS OF 365.00 FEET;

NORTHEASTERLY 60.28 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE
OF 09°27'43" TO THE EASTERLY LINE OF SAID WEST HALF OF THE
NORTHWEST QUARTER OF SECTION 11.

CONTAINING 625 SQUARE FEET, MORE OR LESS.

ALSO AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND HEREBY MADE A PART
HEREOF.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS,
EASEMENTS, AND RIGHTS-OF-WAY OF RECORD, IF ANY.



PREPARED BY: STANTEC CONSULTING INC.
UNDER THE DIRECTION OF:

James O. Steines

JAMES O. STEINES, P.L.S. 6086

APRIL 4, 2012
J.N. 2042 473201

Exhibit "B-1"

Depiction of Approximate 625 Square Foot Portion of Subject Fee Property

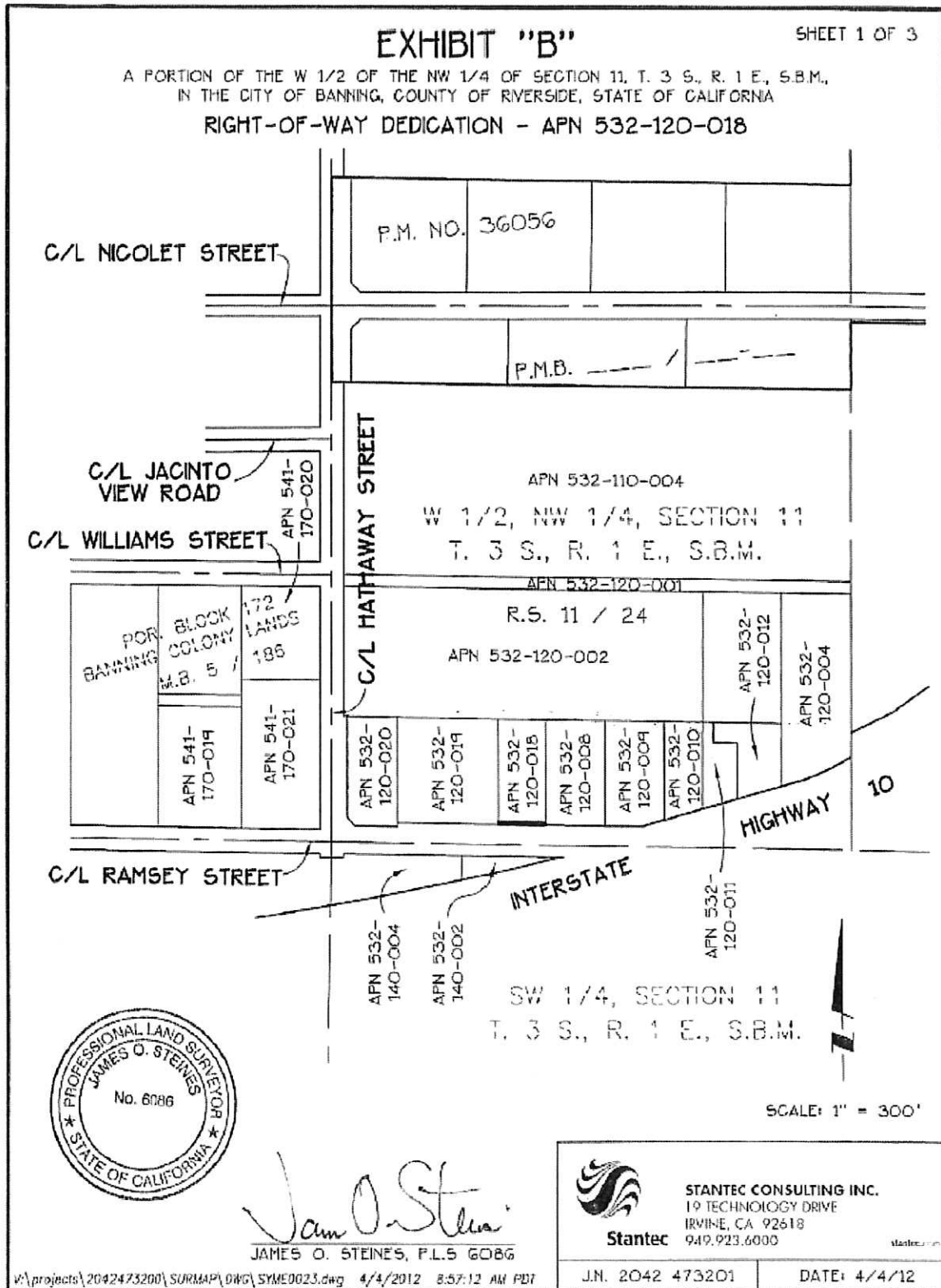


Exhibit "B-1"

Page 1 of 3

EXHIBIT "B"

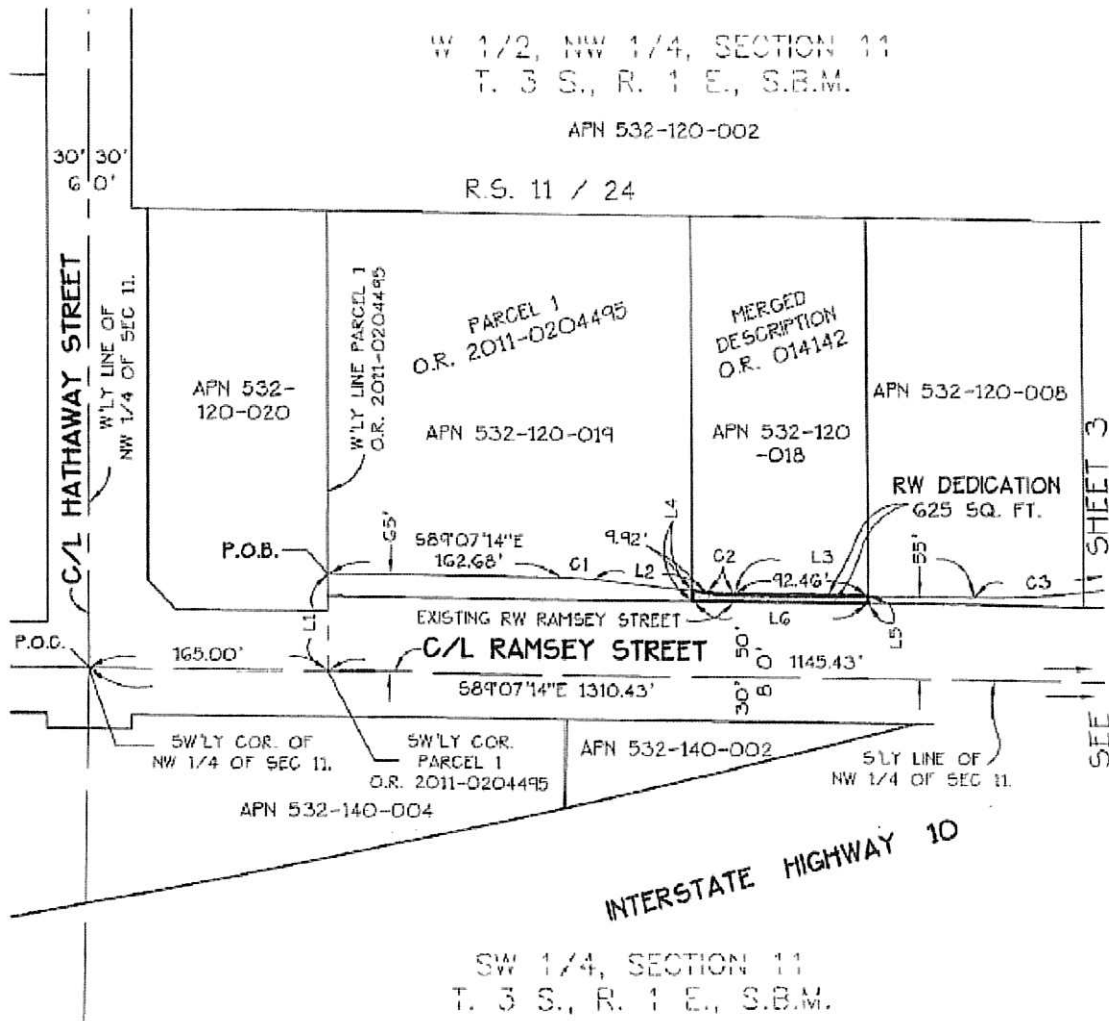
SHEET 2 OF 3

RIGHT-OF-WAY DEDICATION - APN 532-120-018

W 1/2, NW 1/4, SECTION 11
T. 3 S., R. 1 E., S.B.M.

APN 532-120-002

R.S. 11 / 24



LINE TABLE		
NO.	BEARING	DISTANCE
L1	N00°03'38"E	65.01'
L2	S83°24'49"E	80.62'
L3	S8°07'14"E	165.86'
L4	N00°03'38"E	9.92'
L5	S00°03'38"W	5.00'
L6	N8°07'14"W	121.00'

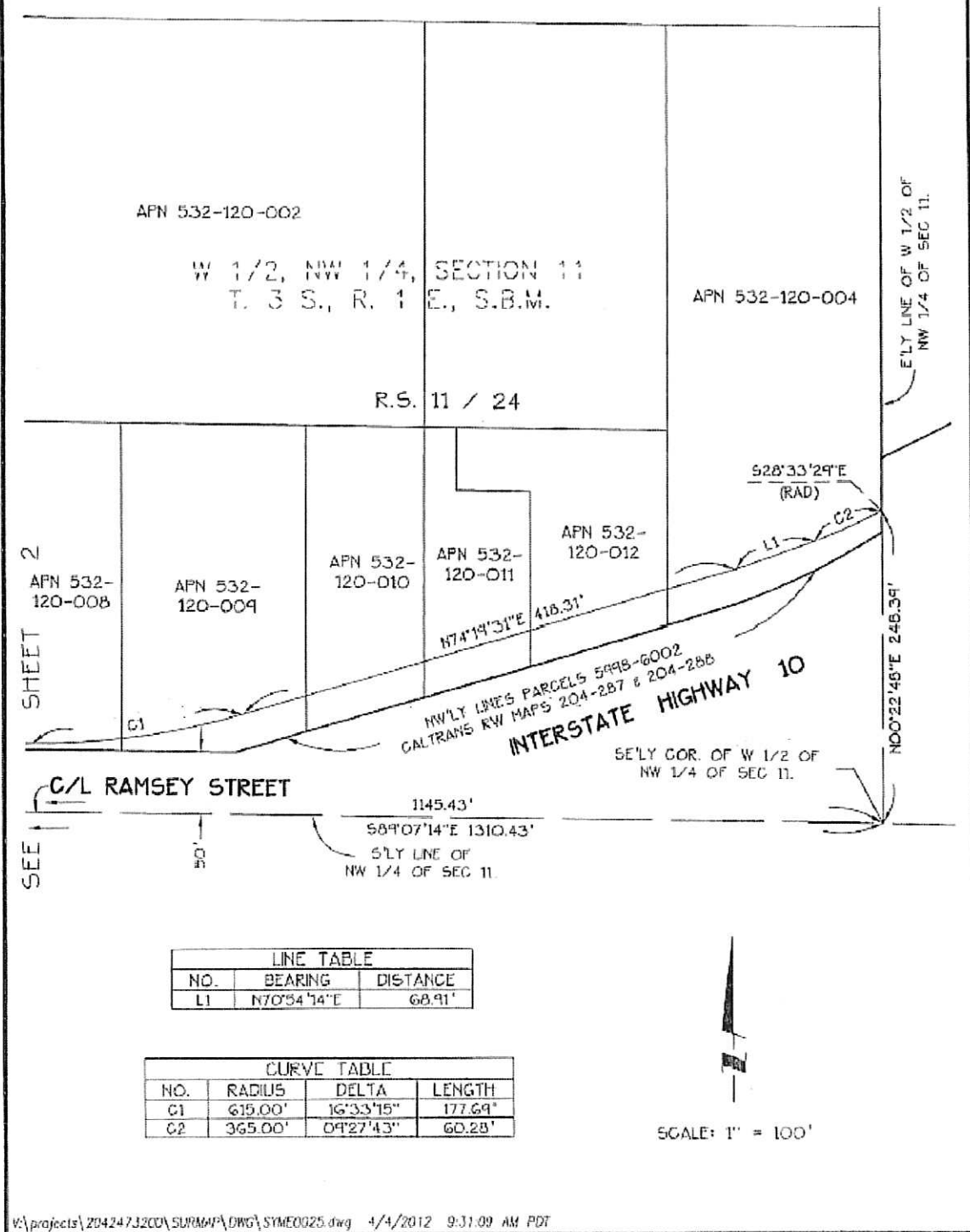
CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	212.00'	05°42'25"	21.12'
C2	188.00'	05°42'25"	18.73'
C3	615.00'	16°33'15"	177.69'



V:\projects\2012473200\SURMAP\DWG\SYMECO26.dwg 4/4/2012 10:08:22 AM PDT

EXHIBIT "B" **RIGHT-OF-WAY DEDICATION - APN 532-120-018**

SHEET 3 OF 3



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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)
) ss.
County of Riverside)

On _____ before me, _____, Notary Public

personally appeared _____

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, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) 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: _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s):

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer's Name: _____

☐ Corporate Officer – Title(s):

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other:

Signer Is Representing: _____

Signer Is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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)
) ss.
County of Riverside)

On _____ before me, _____, Notary Public _____,
personally appeared _____,

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, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) 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: _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

City of Banning
99 E. Ramsey Street
Banning, California 92220

CERTIFICATE OF ACCEPTANCE OF GRANT DEED

(Gov't Code § 27281)
(Portions of APN 532-120-018)

This is to certify that the grant to the City of Banning in fee of that certain approximate 6,675 square foot portion of the real property located at 1735 E. Ramsey Street, in the City of Banning, and identified as Riverside County Tax Assessor's Parcel Number 532-120-018 ("Larger Parcel") described more particularly in the attached Grant Deed is hereby accepted under the authority of the City Council of the City of Banning, and the City of Banning hereby consents to the recordation thereof by its duly authorized officer. The 6,675 square foot fee area consists of (i) an approximate 6050 square foot portion of the Larger Parcel that was previously dedicated for state highway purposes pursuant to the 1937 Record of Survey and is currently improved with and used for public street purposes, which is described more particularly in Exhibit "A" and roughly depicted on Exhibit "B" to said Grant Deed, and (ii) an approximate 625 square foot portion of the Larger Parcel not encumbered by a public street dedication or easement, which is described ore particularly in Exhibit "A-1" and depicted on Exhibit "B-1" to the Grant Deed.

City of Banning, a municipal corporation

Dated: _____

By: _____
Douglas Schulze, City Manager

Attest:

By: _____
Marie Calderon, City Clerk

Approved as to form:

By: _____
Kevin Ennis, City Attorney

Exhibit "D"
Form of Temporary Construction Easement Agreement

Recording Requested by
and when recorded return to:

CITY OF BANNING
99 E. Ramsey Street
Banning, California 92220
Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Assessor's Parcel No. 532-120-018 ☒ Portions

Documentary Transfer Tax \$0.00

This Instrument is for the benefit of the City of Banning and is exempt from Recording Fees (Govt. Code § 27383), Filing Fees (Govt. Code § 6103), and Documentary Transfer Tax (Rev & Tax Code § 11922).

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("TCE Agreement") is entered into by and between JAMES BURGESS FALL, JR. AND BETTY IMAI FALL, TRUSTEES OF THE JAMES BURGESS FALL, JR. AND BETTY IMAI FALL FAMILY TRUST ("Grantors") and the CITY OF BANNING, a California municipal corporation ("City" or "Grantee") and is effective as of the date it is fully executed by the Parties.

This TCE Agreement is based on the following facts, which are incorporated herein by this reference:

A. Grantors are the record fee owners of that certain real property located at 1735 E. Ramsey Street in the City of Banning, State of California, identified as Riverside County Tax Assessor's Parcel Number 532-120-018 ("Larger Parcel"). The Larger Parcel is approximately 0.86 acres (37,461 square feet) in size and is located on the north side of E. Ramsey Street, east of Hathaway Street in Banning. The Larger Parcel is improved with mixed-use improvements consisting of an approximate 2,790 square foot commercial building and an approximate 1,178 square foot single-family residence. Said commercial structure has not been used for commercial purposes for at least ten years. It is currently used by Grantors as a residence. The 1,178 square foot single-family residence is occupied by a family member of Grantors.

B. Grantors and City have entered into a Purchase and Sale Agreement ("Purchase Agreement") for City's purchase in fee of an approximate 6,675 square foot portion of Grantors' Larger Parcel for public use, namely public street purposes and all uses necessary or convenient thereto in connection with the Ramsey-Hathaway Street Improvement Project ("Project"). The

Project will improve circulation in this area of the City. The Project, as planned and designed, will widen Ramsey Street approximately 500 feet west and 1,500 feet east of Hathaway Street. The Project will also widen Hathaway Street from Ramsey Street approximately 1,400 feet north. Further, the Project will construct a new 12-inch ductile iron water line along Ramsey Street.

C. Pursuant to the Purchase Agreement, City is also purchasing the approximate 502 square foot temporary construction easement described below for a term of nine months on the Larger Parcel to facilitate the construction of the Project. City's use of the TCE is subject to the terms and conditions of this TCE Agreement.

NOW THEREFORE, for a valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantors and City agree to the following:

1. Grant of 502 Square Foot Temporary Construction Easement. Grantors hereby grant to City, its contractors, agents, representatives, employees, and all others reasonably deemed necessary by City ("City Designees"), that certain approximate 502 square foot Temporary Construction Easement more particularly described on Exhibit "A" and depicted on Exhibit "B" hereto ("TCE") in, over, under and across the Larger Parcel for a term of nine months. Exhibit "A" and Exhibit "B" are attached hereto, and incorporated herein by this reference.

2. Term. The term of the TCE will commence thirty calendar days from the date that the City provides written notice to Grantors that it intends to commence construction of the Project. The thirtieth calendar day after the date of the City's notice is the "commencement date" of the TCE. The TCE will terminate automatically nine months from the commencement date ("termination date"). City is authorized to use the approximate 502 square foot TCE from the commencement date to the termination date to facilitate City's construction of the Project. The TCE will expire on the earlier of (i) the termination date or (ii) the date on which City records a notice of termination of the TCE in the Official Records of the County of Riverside.

3. Option to Extend Term. The City has the option to extend the term of the TCE by up to six months provided that the City provides Grantors written notice 15 calendar days before the termination date (as defined in 2) notifying Grantors that the City wishes to exercise the option to extend the term by up to six months. During any such extension period, the Parties agree that the City will pay to Grantors the sum of \$29.45 per month for any portion of a month in which the City continues to use the TCE. The monthly compensation is based on compensation at \$7.04 per square foot with a net annual rate of return of ten percent. Thus, if the City uses the TCE for an additional 2.3 months, the City will pay Grantors the sum of \$88.35, which represents the compensation for three months (\$29.45 x 3 months, rounded). The City will pay any such compensation for the extension term within 30 calendar days of the date on which the City's use of the TCE terminates.

4. Scope of Temporary Construction Easement. The 502 square foot TCE is for the use by City Designees for the above-referenced approximate nine-month period (and any extension period pursuant to Section 3 above) to facilitate City's construction of the Project, including construction of street, utility, and drainage improvements in the new right of way, construction staging purposes, and storage of material and equipment on the TCE, if necessary. The construction staging purposes include, but are not limited to, the use of the TCE to facilitate the

movement of construction equipment for the construction of the Project, storage and assembly of equipment and materials, ingress and egress, and any related support activities to facilitate the construction of the Project. City agrees that it will provide to Grantor 24-hours telephonic notice prior to causing any temporary impacts to the access to the main wrought iron sliding gate and freestanding mailboxes on the Larger Parcel.

5. No Liens. City agrees to keep the approximate 502 square foot TCE and the Larger Parcel free of any liens, including without limitation, liens by contractors, subcontractors, or suppliers, engineers, architects, surveyors, or others that may have lien rights for work arising out of City's use of the TCE in connection with the construction of the Project. If any such lien is filed on the TCE or any portion of the Larger Parcel in connection with City's use of the TCE, City will, at its sole cost and expense, have the lien released and discharged of record in a matter satisfactory to Grantors within 30 calendar days of receiving notice of the lien. If City fails to remove the lien within such 30-day period, Grantors will have the right to remove or bond over the lien, and City, upon demand, will reimburse Grantors for all reasonable costs and expenses, including without limitation reasonable attorneys' fees incurred by Grantors in connection with such removal or bond.

6. City's Obligations at End of Term. City agrees that as of the termination date of the TCE, City will leave the TCE in as close as possible to the condition in which said TCE existed at the commencement date, including removal of any equipment and materials stored on the TCE in connection with the Project. Further, upon the expiration of the term of the TCE, City agrees to take such actions as reasonably necessary to evidence and give effect to the extinguishment of the TCE and the relinquishment of City's rights and interests in the TCE pursuant to this TCE Agreement, including, without limitation, City will record at City's expense, such termination or extinguishment as is in form and substance reasonably acceptable to Grantors and sufficient to remove this TCE Agreement as an encumbrance against title.

7. Warranties. City warrants that on the completion of its use of the TCE, and following removal of any construction equipment and facilities and cleanup required by Section 5, it shall cause its contractor to leave the TCE area in a neat manner conforming to the natural appearance of the TCE area prior to City's use of said area.

8. Insurance. Prior to entry onto the approximate 502 square foot TCE area, City will procure and maintain (and cause City's contractor for the Project to procure and maintain) a policy of commercial general liability insurance issued by an insurer reasonably satisfactory to Grantors covering the use by and activities of City and City's Designees with a single limit of liability (per occurrence and aggregate) of not less than \$2,000,000, and to deliver to Grantors a certificate of insurance and copy of additional insured endorsement naming Grantors as named additional insured, evidencing that such insurance is in force and effect, and evidencing that Grantors have been named as an additional insured thereunder with respect to the use by Grantee and Grantee's Designees of the TCE. Such insurance will be maintained in force throughout the term of this TCE.

9. City's Agreement to Indemnify. City will, and will cause its contractor for the proposed Project to, indemnify, defend and hold Grantors harmless from any and all liability for loss, damages, costs, expenses, demands, causes of action, claims or judgments, arising from or

arising out of or in any way connected with the entry, access and use of the TCE by said contractor and its designees in connection with the exercise of the rights of the contractor and its designees under this TCE Agreement or any breach of City's or City's contractor's obligations under this TCE Agreement, and will reimburse Grantors for all reasonable costs, expenses and losses, including reasonable attorneys' fees, incurred by Grantors in consequence of any claims, demands and causes of action that may be made or brought against Grantors arising out of the entry on and use of the area comprising the TCE by said contractor and/or its designees in connection with the Project or any breach of City's or its contractor's obligations under this TCE Agreement.

10. Notices. All notices and demands will be given in writing by certified mail, postage prepaid, and return receipt requested, by personal delivery, or by Federal Express. Notices will be considered given upon the earlier of (a) personal delivery, (b) two business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested, or (c) one business day following deposit with Federal Express. The Parties will address such notices as provided below or as may be amended by written notice:

GRANTEE: City of Banning
99 E. Ramsey Street
Banning, California 92220
Attention: City Manager

COPY TO: Richards, Watson & Gershon
355 South Grand Avenue
40th Floor
Los Angeles, California 90071-3101
Attention: Kevin Ennis, City Attorney

GRANTORS: James Burgess Fall, Jr. and
Betty Imai Fall
Trustees of the James Burgess Fall, Jr. and
Betty Imai Fall Family Trust
1735 E. Ramsey Street
Banning, California 92220-5939

11. Miscellaneous Provisions.

11.1 *Governing Law.* This TCE Agreement is deemed to have been prepared by each of the Parties hereto, and any uncertainty or ambiguity herein shall not be interpreted against the drafter, but rather, if such uncertainty or ambiguity exists, shall be interpreted according to the applicable rules of interpretation of contracts under the laws of the State of California, and not the substantive law of another state or the United States or federal common law. This TCE Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the Parties shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

11.2 *Entire Agreement.* This TCE Agreement, together with the Purchase Agreement, contains the entire agreement between Grantors and Grantee regarding the TCE. No person is authorized to make, and by execution hereof Grantors and Grantee acknowledge that no person has made, any representation, warranty, guaranty or promise except as set forth herein; and any such agreement, statement, representation or promise not contained in said Purchase Agreement and this TCE Agreement will not be binding on Grantors or City.

11.3 *Amendments.* Any amendments to this TCE Agreement will be effective only by a writing executed by all Parties to this TCE Agreement.

11.4 *Successors and Assigns.* This TCE Agreement will be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties hereto.

11.5 *Counterparts, Facsimile and Electronic Signatures.* This TCE Agreement may be executed in whole or in counterparts, which together shall constitute the entire Agreement. Facsimile or electronic signatures/counterparts to this TCE Agreement shall be effective as if the original signed counterpart were delivered.

11.6 *Legal Representation.* Each of the Parties acknowledge that in connection with the negotiation and execution of this TCE Agreement, they have each been represented by independent counsel of their own choosing and the Parties executed this Agreement after review by such independent counsel, or, if they were not so represented, said non-representation is and was the voluntary, intelligent and informed decision and election of any of the Parties not so represented. The Parties further acknowledge that, prior to executing this TCE Agreement, each of the Parties has had an adequate opportunity to conduct an independent investigation of all the facts and circumstances with respect to the matters that are the subject of this TCE Agreement.

11.7 *Attorneys' Fees.* If either of the Parties hereto incurs attorneys' fees in order to enforce, defend or interpret any of the terms, provisions or conditions of this TCE Agreement or because of a breach of this TCE Agreement by the other party, the prevailing party, whether by suit, negotiation, arbitration or settlement will be entitled to recover reasonable attorneys' fees from the other party.

11.8 *Severability.* If any part, term or provision of this TCE Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if this TCE Agreement did not contain the particular part, term or provision held to be invalid.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Grantors and City have entered into this TCE Agreement as of the date set forth below.

GRANTORS

James Burgess Fall, Jr. and Betty Imai Fall,
Trustees of the James Burgess Fall, Jr. and
Betty Imai Fall Family Trust

Dated: _____

By: _____
James Burgess Fall, Jr., Trustee of the
James Burgess Fall, Jr. and Betty Imai Fall
Family Trust

Dated: _____

By: _____
Betty Imai Fall, Trustee of the James
Burgess Fall, Jr. and Betty Imai Fall
Family Trust

GRANTEE

City of Banning, a municipal corporation

Dated: _____

By: _____
Douglas Schulze, City Manager

ATTEST:

By: _____
Marie Calderon, City Clerk

APPROVED AS TO FORM:

Kevin Ennis, City Attorney

Exhibit "A"
Legal Description of Temporary Construction Easement

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT - A.P.N. 532-120-018

THAT PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, WITHIN THE LAND DESCRIBED AS "MERGED DESCRIPTION" IN AN INDIVIDUAL GRANT DEED TO JAMES BURGESS FALL, JR. AND BETTY IMAI FALL, TRUSTEES OF THE JAMES BURGESS FALL, JR. AND BETY IMAI FALL TRUST DATED JANUARY 3, 1990, RECORDED JANUARY 11, 1990 AS INSTRUMENT NO. 014142 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHERLY OF THE FOLLOWING DESCRIBED REFERENCE LINE:

COMMENCING AT THE CENTERLINE INTERSECTION OF RAMSEY STREET AND HATHAWAY STREET AS SHOWN ON A RECORD OF SURVEY FILED IN BOOK 11, PAGE 24 OF RECORD OF SURVEYS, IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE, ALONG SAID CENTERLINE OF HATHAWAY STREET, NORTH 00°03'38" EAST, 1635.00 FEET TO THE NORTHWESTERLY CORNER OF PARCEL 1 AS DESCRIBED IN A GRANT DEED TO OSI PARTNERSHIP 1, LLC, RECORDED APRIL 10, 2008 AS DOCUMENT NO. 2008-0178325, OFFICIAL RECORDS OF SAID COUNTY, AND THE POINT OF BEGINNING;

THENCE, ALONG THE NORTHERLY LINE OF SAID PARCEL 1 AS DESCRIBED IN A GRANT DEED TO OSI PARTNERSHIP 1, LLC, SOUTH 89°15'37" EAST, 52.00 FEET TO A LINE PARALLEL WITH AND 52.00 FEET EASTERLY OF SAID CENTERLINE OF HATHAWAY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 00°03'38" WEST, 125.99 FEET;

THENCE, SOUTH 89°56'22" EAST, 1.00 FEET TO A LINE PARALLEL WITH AND 53.00 FEET EASTERLY OF SAID CENTERLINE OF HATHAWAY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 00°03'38" WEST, 29.50 FEET;

THENCE, SOUTH 89°56'22" EAST, 1.00 FEET TO A LINE PARALLEL WITH AND 54.00 FEET EASTERLY OF SAID CENTERLINE OF HATHAWAY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 00°03'38" WEST, 99.85 FEET;

THENCE, SOUTH 44°59'49" EAST, 43.56 FEET;

THENCE, SOUTH 00°03'16" EAST, 61.19 FEET;

THENCE, SOUTH 45°00'11" WEST, 40.99 FEET TO A LINE PARALLEL WITH AND 56.00 FEET EASTERLY OF SAID CENTERLINE OF HATHAWAY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 00°03'38" WEST, 126.26 FEET TO THE NORTHERLY LINE OF PARCEL 6 DESCRIBED IN A GRANT DEED TO LOUIS S. LOPEZ, TRUSTEE OF THE LOUIS S. LOPEZ TRUST, RECORDED DECEMBER 5, 2006 AS DOCUMENT NO. 2006-0889568, OFFICIAL RECORDS OF SAID COUNTY;

1 OF 5

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT - A.P.N. 532-120-018

THENCE, ALONG SAID NORTHERLY LINE, NORTH 89°14'00" WEST, 1.00 FEET TO A LINE PARALLEL WITH AND 55.00 FEET EASTERLY OF SAID CENTERLINE OF HATHAWAY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 00°03'38" WEST, 288.84 FEET;

THENCE, SOUTH 89°56'22" EAST, 2.00 FEET TO A LINE PARALLEL WITH AND 57.00 FEET EASTERLY OF SAID CENTERLINE OF HATHAWAY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 00°03'38" WEST, 69.37 FEET;

THENCE, NORTH 89°56'22" WEST, 1.00 FEET TO A LINE PARALLEL WITH AND 56.00 FEET EASTERLY OF SAID CENTERLINE OF HATHAWAY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 00°03'38" WEST, 105.38 FEET;

THENCE, SOUTH 53°55'49" EAST, 11.13 FEET;

THENCE, SOUTH 00°03'38" WEST, 34.32 FEET;

THENCE, SOUTH 51°09'30" WEST, 12.85 FEET TO A LINE PARALLEL WITH AND 55.00 FEET EASTERLY OF SAID CENTERLINE OF HATHAWAY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 00°03'38" WEST, 219.93 FEET;

THENCE, SOUTH 38°57'16" EAST, 14.30 FEET;

THENCE, SOUTH 00°03'38" WEST, 34.56 FEET;

THENCE, SOUTH 61°37'51" WEST, 10.23 FEET TO A LINE PARALLEL WITH AND 55.00 FEET EASTERLY OF SAID CENTERLINE OF HATHAWAY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 00°03'38" WEST, 39.62 FEET TO THE SOUTHERLY LINE OF PARCEL 2 DESCRIBED IN SAID GRANT DEED TO LOUIS S. LOPEZ, TRUSTEE OF THE LOUIS S. LOPEZ TRUST, RECORDED DECEMBER 5, 2006 AS DOCUMENT NO. 2006-0889568;

THENCE, ALONG SAID SOUTHERLY LINE, SOUTH 89°07'14" EAST, 9.00 FEET TO A LINE PARALLEL WITH AND 64.00 FEET EASTERLY OF SAID CENTERLINE OF HATHAWAY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 00°03'38" WEST, 39.71 FEET;

THENCE, SOUTH 49°31'47" WEST, 9.21 FEET TO A LINE PARALLEL WITH AND 57.00 FEET EASTERLY OF SAID CENTERLINE OF HATHAWAY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 00°03'38" WEST, 52.53 FEET;

THENCE, SOUTH 01°47'23" WEST, 66.27 FEET TO A LINE PARALLEL WITH AND 55.00 FEET EASTERLY OF SAID CENTERLINE OF HATHAWAY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 00°03'38" WEST, 57.98 FEET;

2 OF 5

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT - A.P.N. 532-120-018

THENCE, SOUTH 50°12'34" EAST, 21.36 FEET TO A LINE PARALLEL WITH AND 74.00 FEET NORTHERLY OF SAID CENTERLINE OF RAMSEY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 89°07'14" EAST, 93.57 FEET TO THE WESTERLY LINE OF SAID PARCEL 1 OF THE CORPORATION GRANT DEED RECORDED MAY 9, 2011 AS DOCUMENT NO. 2011-0204495;

THENCE, ALONG SAID WESTERLY LINE, SOUTH 00°03'38" WEST, 9.00 FEET TO A LINE PARALLEL WITH AND 65.00 FEET NORTHERLY OF SAID CENTERLINE OF RAMSEY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 89°07'14" EAST, 117.32 FEET;

THENCE, NORTH 00°03'38" EAST, 18.99 FEET;

THENCE, SOUTH 89°56'22" EAST, 65.00 FEET;

THENCE, SOUTH 00°03'38" WEST, 20.83 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 212.00 FEET, A RADIAL LINE TO SAID CURVE BEARS NORTH 06°12'06" EAST;

THENCE, EASTERLY 1.42 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°23'05";

THENCE, SOUTH 83°24'49" EAST, 70.70 FEET TO THE EASTERLY LINE OF SAID PARCEL 1 OF THE CORPORATION GRANT DEED RECORDED MAY 9, 2011 AS DOCUMENT NO. 2011-0204495;

THENCE, ALONG SAID EASTERLY LINE, NORTH 00°03'38" EAST, 10.20 FEET;

THENCE, SOUTH 89°56'22" EAST, 42.00 FEET;

THENCE, SOUTH 00°23'37" EAST, 12.72 FEET TO A LINE PARALLEL WITH AND 55.00 FEET NORTHERLY OF SAID CENTERLINE OF RAMSEY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 89°07'14" EAST, 78.89 FEET TO THE WESTERLY LINE OF PARCEL 3 DESCRIBED IN SAID GRANT DEED TO LOUIS S. LOPEZ, TRUSTEE OF THE LOUIS S. LOPEZ TRUST, RECORDED DECEMBER 5, 2006 AS DOCUMENT NO. 2006-0889568;

THENCE, ALONG SAID WESTERLY LINE, NORTH 00°03'38" EAST, 14.00 FEET TO A LINE PARALLEL WITH AND 69.00 FEET NORTHERLY OF SAID CENTERLINE OF RAMSEY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 89°07'14" EAST, 42.66 FEET;

THENCE, SOUTH 81°14'46" EAST, 21.31 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 604.00 FEET, A RADIAL LINE TO SAID CURVE BEARS SOUTH 01°48'41" WEST;

THENCE, EASTERLY 86.41 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°11'48" TO A NON-TANGENT LINE AND TO WHICH A RADIAL LINE BEARS SOUTH 06°23'07" EAST;

3 OF 5

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT - A.P.N. 532-120-018

THENCE, ALONG SAID NON-TANGENT LINE, NORTH 00°03'38" EAST, 2.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 602.00 FEET, A RADIAL LINE TO SAID CURVE BEARS SOUTH 06°24'24" EAST;

THENCE, EASTERLY 59.33 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°38'47" TO A NON-TANGENT LINE AND TO WHICH A RADIAL LINE BEARS SOUTH 12°03'11" EAST;

THENCE, ALONG SAID NON-TANGENT LINE, NORTH 72°27'02" EAST, 27.32 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 600.00 FEET, A RADIAL LINE TO SAID CURVE BEARS SOUTH 14°39'03" EAST;

THENCE, EASTERLY 10.72 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°01'26";

THENCE, NORTH 74°19'31" EAST, 57.22 FEET;
THENCE, SOUTH 00°03'38" WEST, 4.16 FEET;
THENCE, NORTH 74°19'31" EAST, 35.48 FEET;
THENCE, NORTH 63°02'37" EAST, 56.23 FEET;
THENCE, NORTH 74°19'31" EAST, 12.45 FEET TO THE EASTERLY LINE OF PARCEL 5 DESCRIBED IN SAID GRANT DEED TO LOUIS S. LOPEZ, TRUSTEE OF THE LOUIS S. LOPEZ TRUST, RECORDED DECEMBER 5, 2006 AS DOCUMENT NO. 2006-0889568;

THENCE, ALONG SAID EASTERLY LINE, SOUTH 00°22'48" WEST, 7.28 FEET;

THENCE, NORTH 74°19'31" EAST, 90.54 FEET TO THE EASTERLY LINE OF THE LAND DESCRIBED IN A GRANT DEED TO HUMBERTO RAMIREZ RECORDED APRIL 1, 2011 AS DOCUMENT NO. 2011-0145549, OFFICIAL RECORDS OF SAID COUNTY;

THENCE, CONTINUING NORTH 74°19'31" EAST, 22.89 FEET;

THENCE, NORTH 82°52'09" EAST, 40.39 FEET;

THENCE, NORTH 74°19'31" EAST, 53.02 FEET TO THE WESTERLY LINE OF THE LAND DESCRIBED IN A GRANT DEED TO GARY CARLTON AND WENDY CARLTON, TRUSTEES OF THE GARY AND WENDY CARLTON LIVING TRUST, RECORDED MARCH 8, 2006 AS DOCUMENT NO. 2006-0165322, OFFICIAL RECORDS OF SAID COUNTY;

THENCE, ALONG SAID WESTERLY LINE, SOUTH 00°22'48" WEST, 2.08 FEET;

THENCE, NORTH 74°19'31" EAST, 36.50 FEET;
THENCE, NORTH 81°52'04" EAST, 42.65 FEET;
THENCE, NORTH 70°54'14" EAST, 45.42 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 365.00 FEET;

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT - A.P.N. 532-120-018

THENCE, NORTHEASTERLY 60.28 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°27'43" TO THE EASTERLY LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 EAST;

THENCE, ALONG SAID EASTERLY LINE, SOUTH 00°22'48" WEST, 248.39 FEET TO THE SOUTHERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 11 AND THE TERMINUS OF THE REFERENCE LINE.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN THE RIGHT-OF-WAY DEDICATION TO THE CITY OF BANNING RECORDED _____, AS DOCUMENT NO. _____, OFFICIAL RECORDS OF SAID COUNTY.

CONTAINING 502 SQUARE FEET, MORE OR LESS.

ALSO AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND HEREBY MADE A PART HEREOF.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS, AND RIGHTS-OF-WAY OF RECORD, IF ANY.



PREPARED BY: STANTEC CONSULTING INC.
UNDER THE DIRECTION OF:

Minh A. Le

MINH A. LE, P.L.S. 8543

MARCH 7, 2018
J.N. 2073 013430

5 OF 5

Exhibit "B"
Depiction of Temporary Construction Easement

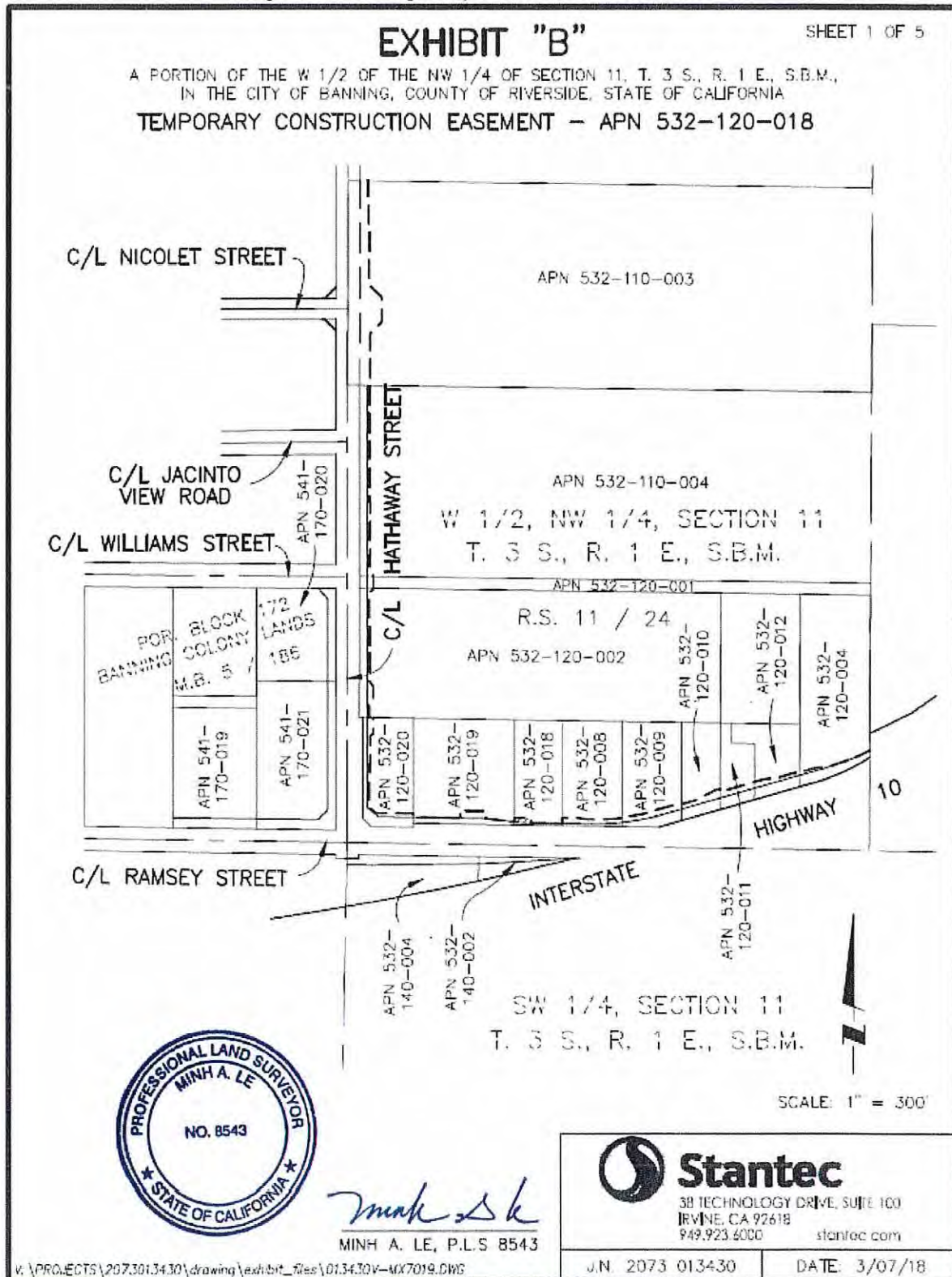
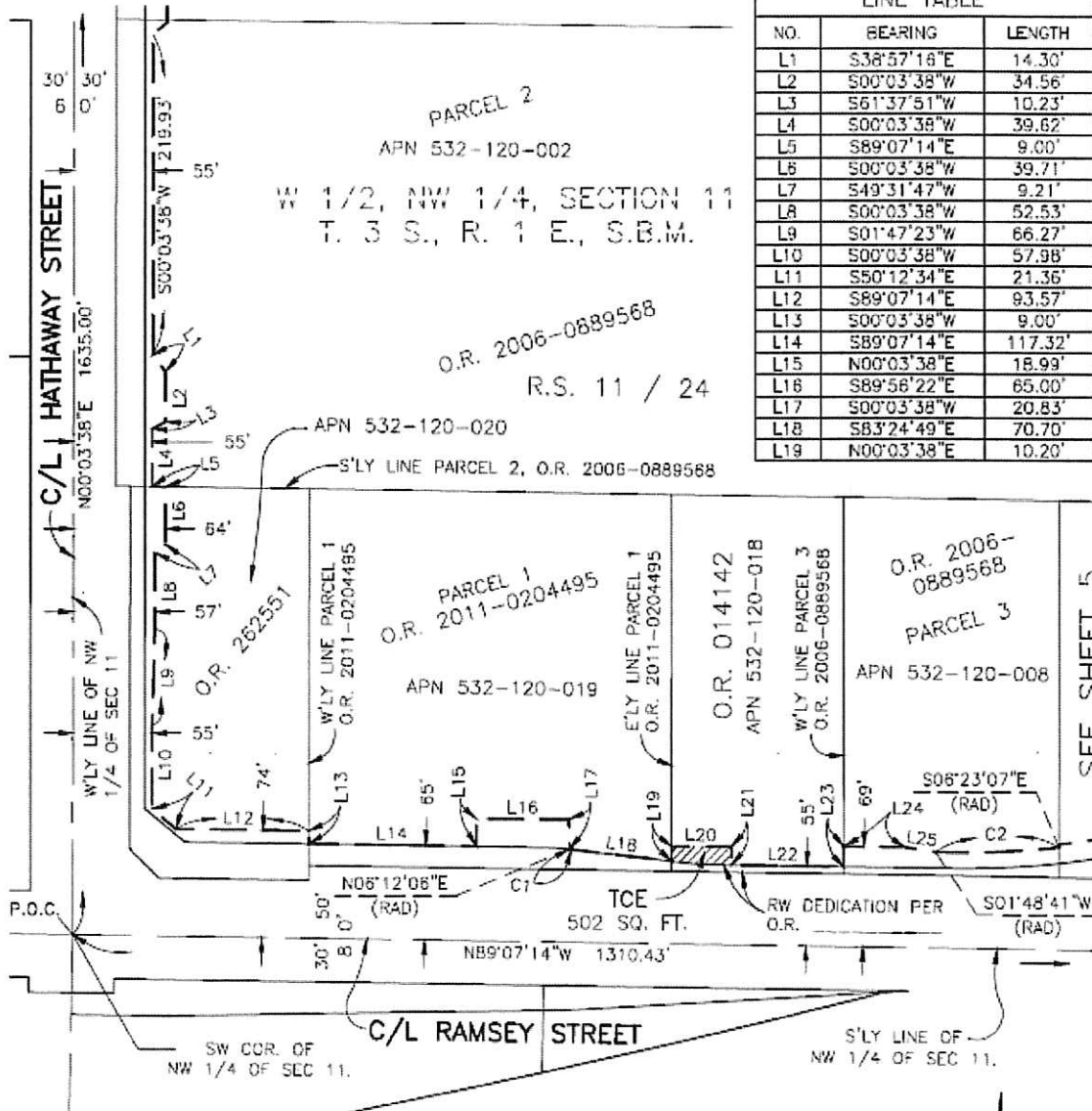


EXHIBIT "B"

SHEET 2 OF 5

TEMPORARY CONSTRUCTION EASEMENT - APN 532-120-018

SEE SHEETS 3&4



LINE TABLE		
NO.	BEARING	LENGTH
L1	S38°57'16"E	14.30'
L2	S00°03'38"W	34.56'
L3	S61°37'51"W	10.23'
L4	S00°03'38"W	39.62'
L5	S89°07'14"E	9.00'
L6	S00°03'38"W	39.71'
L7	S49°31'47"W	9.21'
L8	S00°03'38"W	52.53'
L9	S01°47'23"W	66.27'
L10	S00°03'38"W	57.98'
L11	S50°12'34"E	21.36'
L12	S89°07'14"E	93.57'
L13	S00°03'38"W	9.00'
L14	S89°07'14"E	117.32'
L15	N00°03'38"E	18.99'
L16	S89°56'22"E	65.00'
L17	S00°03'38"W	20.83'
L18	S83°24'49"E	70.70'
L19	N00°03'38"E	10.20'

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	212.00'	00°23'05"	1.42'
C2	804.00'	08°11'48"	86.41'

LINE TABLE		
NO	BEARING	LENGTH
L20	S89°56'22"E	42.00'
L21	S00°23'37"E	12.72'
L22	S89°07'14"E	78.88'
L23	N00°03'38"E	14.00'
L24	S89°07'14"E	42.66'
L25	S81°14'46"E	21.31'

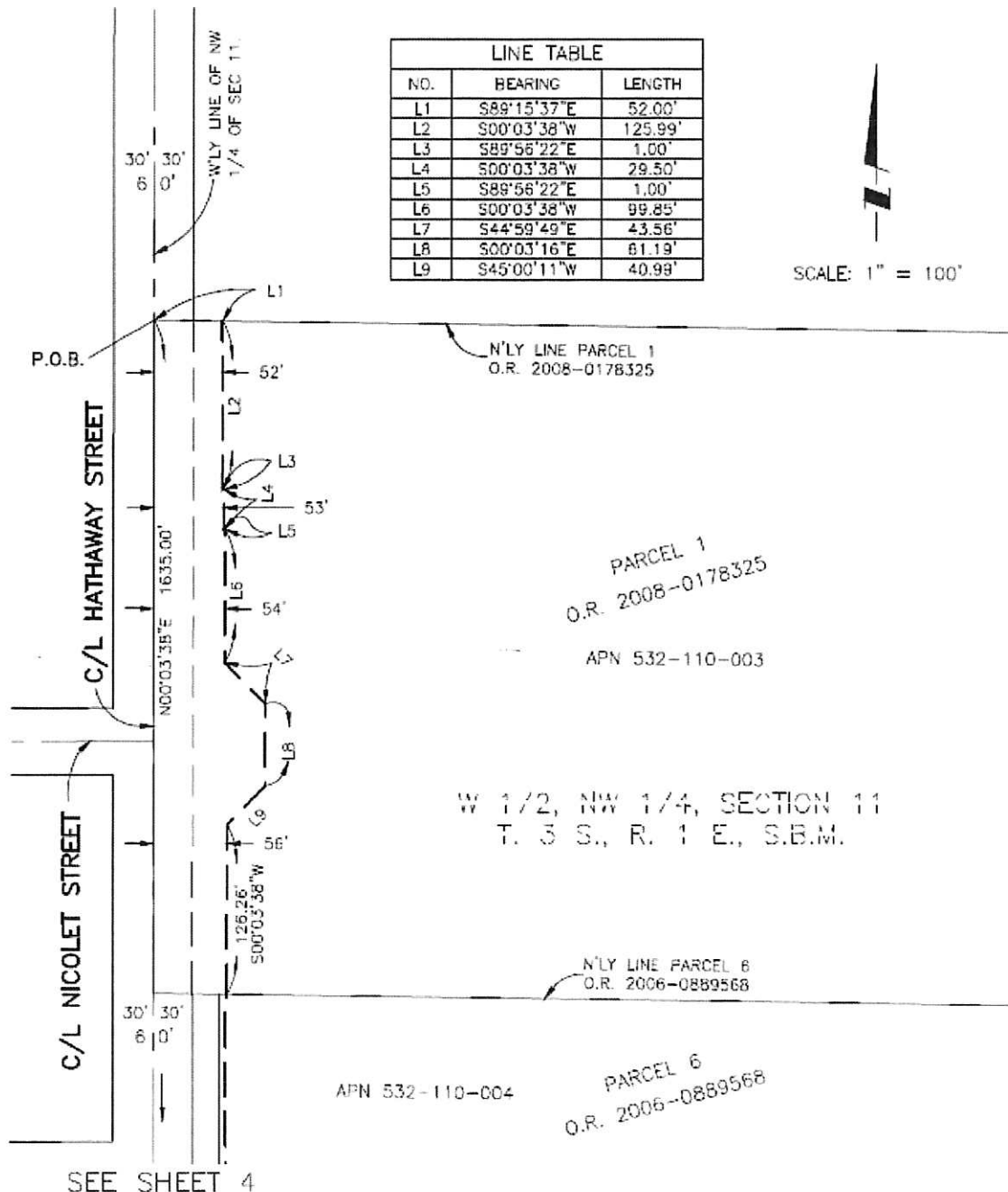
SCALE: 1" = 100'

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EXHIBIT "B"

SHEET 3 OF 5

TEMPORARY CONSTRUCTION EASEMENT - APN 532-120-018



LINE TABLE		
NO.	BEARING	LENGTH
L1	S89°15'37"E	52.00'
L2	S00°03'38"W	125.99'
L3	S89°56'22"E	1.00'
L4	S00°03'38"W	29.50'
L5	S89°56'22"E	1.00'
L6	S00°03'38"W	99.85'
L7	S44°59'49"E	43.56'
L8	S00°03'16"E	61.19'
L9	S45°00'11"W	40.99'

SCALE: 1" = 100'

Exhibit "B"

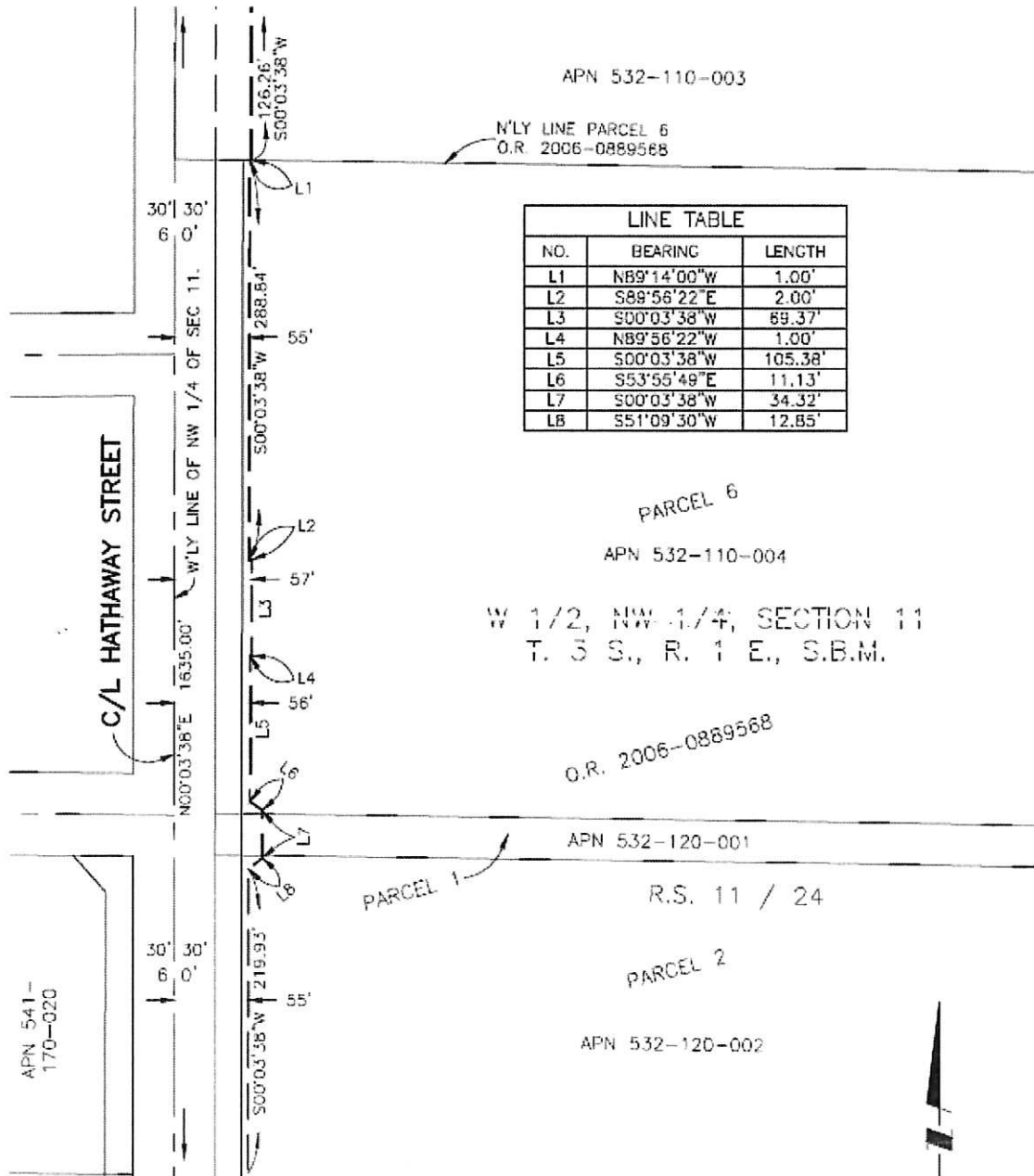
Page 3 of 5

EXHIBIT "B"

SHEET 4 OF 5

TEMPORARY CONSTRUCTION EASEMENT - APN 532-120-018

SEE SHEET 3



SEE SHEET 2

SCALE: 1" = 100'

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Exhibit "B"

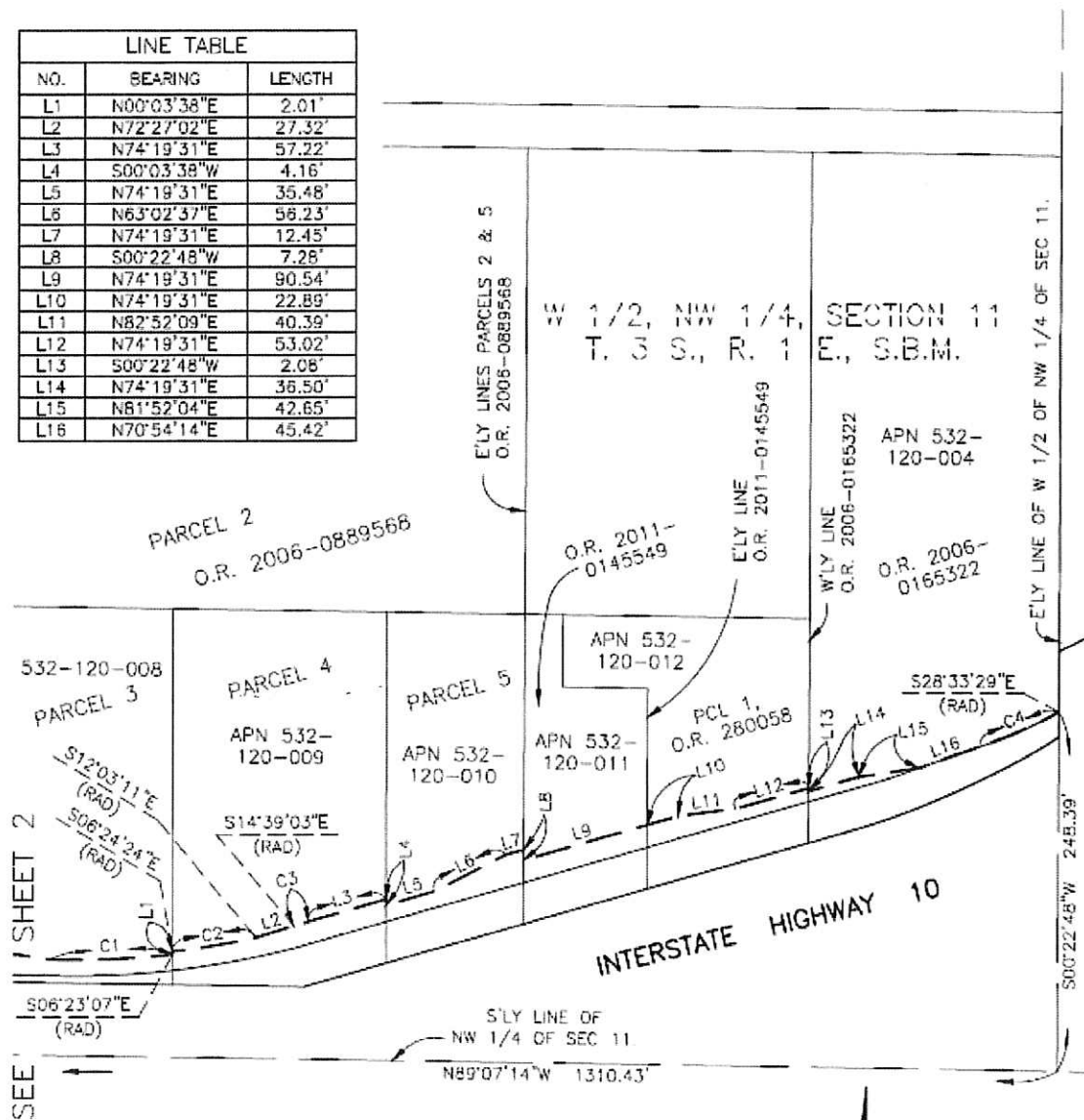
Page 4 of 5

EXHIBIT "B"

SHEET 5 OF 5

TEMPORARY CONSTRUCTION EASEMENT - APN 532-120-018

LINE TABLE		
NO.	BEARING	LENGTH
L1	N00°03'38"E	2.01'
L2	N72°27'02"E	27.32'
L3	N74°19'31"E	57.22'
L4	S00°03'38"W	4.16'
L5	N74°19'31"E	35.48'
L6	N63°02'37"E	56.23'
L7	N74°19'31"E	12.45'
L8	S00°22'48"W	7.28'
L9	N74°19'31"E	90.54'
L10	N74°19'31"E	22.89'
L11	N82°52'09"E	40.39'
L12	N74°19'31"E	53.02'
L13	S00°22'48"W	2.08'
L14	N74°19'31"E	36.50'
L15	N81°52'04"E	42.65'
L16	N70°54'14"E	45.42'



CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	604.00'	08°11'48"	86.41'
C2	602.00'	05°38'47"	59.33'
C3	600.00'	01°01'28"	10.72'
C4	365.00'	09°27'43"	60.26'

SCALE: 1" = 100'

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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)
) ss.
 County of Riverside)

On _____ before me, _____, Notary Public
 personally appeared _____,

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, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) 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: _____
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

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State of California)
) ss.
County of Riverside)

On _____ before me, _____, Notary Public _____,

personally appeared _____,

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, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

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Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

CIVIL CODE § 1189

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CITY OF BANNING CITY COUNCIL REPORT

TO: CITY COUNCIL

FROM: Douglas Schulze, City Manager

PREPARED BY: Rochelle Clayton, Deputy City Manager

MEETING DATE: March 12, 2019

SUBJECT: Revised Committee Assignments of Banning City Council for 2019.

RECOMMENDATION:

Staff Recommends that the City Council approve the slight revision of the Committee Assignments to change the day of the scheduled monthly Budget and Finance Committee meeting, remove it from the section of 2 x 2 Council Working Groups, and remove the Oversight Board.

JUSTIFICATION:

At its meeting on February 19, 2019, the Budget and Finance Committee unanimously elected to change the day of the scheduled meeting days to the third Tuesday of each month, with the same start time of 8:30 a.m.

During the revision of the meeting day, it was discovered that the Budget and Finance Committee was incorrectly listed under 2 x 2 Council Working Groups. It was also discovered that the Oversight Board to the Successor Agency of Dissolved CRA was still listed, however the Oversight Boards of all Successor Agencies in Riverside County were collapsed to a Countywide Oversight Board in 2018, so that was removed.

BACKGROUND:

Banning City Council Committee Assignments were assigned and approved at the January 8, 2019 Council Meeting.

OPTIONS:

1. Approve the slight amendment to the Council Committee Assignments for 2019.

2. Provide alternate direction to staff.

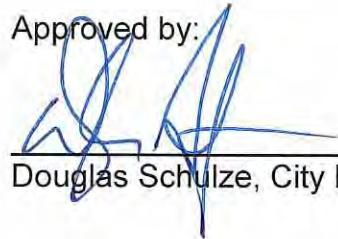
FISCAL IMPACT:

None.

ATTACHMENTS:

1. Revised Council Committee Assignments for 2019
2. Council Committee Assignments Approved on January 8, 2019

Approved by:



Douglas Schulze, City Manager

ATTACHMENT 1

Revised Council Committee Assignments for 2019

COMMITTEE ASSIGNMENTS FOR - 2019

CITY COUNCIL CITY OF BANNING

Revised – March 12, 2019

NAME OF COMMITTEE	DAY & TIME OF MEETING	ASSIGNMENT	ALTERNATE	STAFF MEMBER
Western Riverside Council of Governments (WRCOG) <i>(receive stipend) (\$150.00)</i>	1 st Monday of each month 2:00 p.m.	Andrade	Happe	City Manager, Doug Schulze
Riverside Transit Agency (RTA) <i>(receive stipend) (\$150.00) (plus round-trip mileage)</i>	4 th Thurs. of each month – 2:00 p.m. (Dark-August) (Nov. & Dec. 3 rd . Thursday)	Welch	Happe	Community Services Director, Heidi Meraz
Riverside County Transportation Commission (RCTC) <i>(receive stipend) (\$100.00)</i>	2 nd Wednesday of each month - 9:00 a.m.	Welch	Andrade	Public Works Director, Art Vela and Community Services Director, Heidi Meraz
Pass Area Transportation NOW Committee	1 st Thursday of each month at 12:00 p.m.	Welch	Happe	Community Services Director , Heidi Meraz
Regional Conservation Authority (RCA) <i>(receive stipend) (\$100.00 plus mileage)</i>	1 st Monday of each month at 12:30 p.m.	Andrade	Wallace	Community Development Director,
Southern California Association of Governments (CEHD)	1 st Thursday of each month at 10:30 a.m.	Happe		

GOVERNMENT ACCESS CHANNEL COMMITTEE (as needed)	OVERSIGHT BOARD to Successor Agency of Dissolved CRA (as needed)	LEAGUE OF CALIF. CITIES – Contact and Executive Board Representative	LEAGUE OF CALIFORNIA CITIES (External Group)	SAN GORGONIO PASS WATER AGENCY (External Group)
Peterson Welch Staff: Public Information Officer	Welch Staff: Community Development Director	Welch	City Council	Happe Welch Staff: Public Works Director, Art Vela

COMMUNITY ACTION AGENCY (External Group) 3 rd Thurs. of each month at 7:00 p.m.	<u>BUDGET & FINANCE</u> <u>(3rd Tuesday of each month at 8:30 a.m.)</u>			
Andrade Wallace	Welch Peterson McQuown Staff: Deputy City Manager, Rochelle Clayton			

2 x 2 COUNCIL WORKING GROUPS
Groups meet as needed.

BANNING UNIFIED SCHOOL DIST.	MORONGO BAND OF MISSION INDIANS	MT. SAN JACINTO COLLEGE	SAN GORGONIO MEMORIAL HOSPITAL	BUDGET & FINANCE
Wallace Welch Staff: City Manager, Doug Schulze	Happe Welch Staff: City Manager, Doug Schulze	Peterson Andrade Staff: City Manager, Doug Schulze	Wallace Welch Staff: City Manager, Doug Schulze	Welch Peterson McQuown Staff: Deputy City Manager, Rochelle Clayton

AD HOC ECONOMIC DEVELOPMENT COMMITTEE	CITY OF BEAUMONT	HEALTHY LIVING CITY		
Peterson Welch Staff: Economic Development Manager, Ted Shove	Welch Andrade Staff: City Manager, Doug Schulze	Wallace Andrade Staff: Community Services Director, Heidi Meraz		

ATTACHMENT 2

**Council Committee
Assignments Approved on
January 8, 2019**

COMMITTEE ASSIGNMENTS FOR - 2019
CITY COUNCIL
CITY OF BANNING

NAME OF COMMITTEE	DAY & TIME OF MEETING	ASSIGNMENT	ALTERNATE	STAFF MEMBER
Western Riverside Council of Governments (WRCOG) <i>(receive stipend) (\$150.00)</i>	1 st Monday of each month 2:00 p.m.	Andrade	Happe	City Manager, Doug Schulze
Riverside Transit Agency (RTA) <i>(receive stipend) (\$150.00)</i> <i>(plus round-trip mileage)</i>	4 th Thurs. of each month – 2:00 p.m. (Dark-August) (Nov. & Dec. 3 rd . Thursday)	Welch	Happe	Community Services Director, Heidi Meraz
Riverside County Transportation Commission (RCTC) <i>(receive stipend) (\$100.00)</i>	2 nd Wednesday of each month - 9:00 a.m.	Welch	Andrade	Public Works Director, Art Vela and Community Services Director, Heidi Meraz
Pass Area Transportation NOW Committee	1 st Thursday of each month at 12:00 p.m.	Welch	Happe	Community Services Director , Heidi Meraz
Regional Conservation Authority (RCA) <i>(receive stipend) (\$100.00 plus mileage)</i>	1 st Monday of each month at 12:30 p.m.	Andrade	Wallace	Community Development Director,
Southern California Association of Governments (CEHD)	1 st Thursday of each month at 10:30 a.m.	Happe		

GOVERNMENT ACCESS CHANNEL COMMITTEE <i>(as needed)</i>	OVERSIGHT BOARD to Successor Agency of Dissolved CRA <i>(as needed)</i>	LEAGUE OF CALIF. CITIES – Contact and Executive Board Representative	LEAGUE OF CALIFORNIA CITIES (External Group)	SAN GORGONIO PASS WATER AGENCY (External Group)
Peterson Welch Staff: Public Information Officer	Welch Staff: Community Development Director	Welch	City Council	Happe Welch Staff: Public Works Director, Art Vela

COMMUNITY ACTION AGENCY (External Group) <i>3rd Thurs. of each month at 7:00 p.m.</i>				
Andrade Wallace				

2 x 2 COUNCIL WORKING GROUPS
Groups meet as needed.

BANNING UNIFIED SCHOOL DIST.	MORONGO BAND OF MISSION INDIANS	MT. SAN JACINTO COLLEGE	SAN GORGONIO MEMORIAL HOSPITAL	BUDGET & FINANCE
Wallace Welch Staff: City Manager, Doug Schulze	Happe Welch Staff: City Manager, Doug Schulze	Peterson Andrade Staff: City Manager, Doug Schulze	Wallace Welch Staff: City Manager, Doug Schulze	Welch Peterson McQuown Staff: Deputy City Manager, Rochelle Clayton

AD HOC ECONOMIC DEVELOPMENT COMMITTEE	CITY OF BEAUMONT	HEALTHY LIVING CITY		
Peterson Welch Staff: Economic Development Manager, Ted Shove	Welch Andrade Staff: City Manager, Doug Schulze	Wallace Andrade Staff: Community Services Director, Heidi Meraz		



CITY OF BANNING CITY COUNCIL REPORT

TO: CITY COUNCIL

FROM: Douglas Schulze, City Manager

PREPARED BY: Adam Rush, Community Development Director

MEETING DATE: March 12, 2019

SUBJECT: Resolution 2019-03; General Plan Amendment 18-2501; Ordinance No. 1541 approving Zone Change 18-3501 and making findings pursuant to CEQA; Design Review 18-7001; and Environmental Assessment 18-1501 for the Proposed Development of a 146,890 Square Foot Industrial Building within the General Commercial (GC) Land Use District Located on Developed and Undeveloped Property Located at 1897 West Lincoln Street, 1661 West Lincoln Street, 1617 West Lincoln Street, 1589 West Lincoln Street and Vacant Parcels to the East (APNs: 538-230-014, 538-220-002, 538-220-003, 538-220-004, 540-180-041, 540-180-042, 540-180-043, 540-180-044 & 540-180-045)

RECOMMENDED ACTION:

Staff recommends that the City Council:

1. Open the public hearing, receive public comment, and close the public hearing;
2. Adopt the Resolution 2019-03 (Attachment 1), Adopting an Initial Study / Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program (Environmental Assessment 18-1501), Approving General Plan Amendment 18-2501, and Approving Design Review 18-7001 for a Proposed 146,890 Square Foot Industrial Warehouse Building Project; and
3. Introduce, as read by title only, Ordinance No. 1541 (Attachment 2), an Ordinance of the City Council of the City of Banning, California, Approving Zone Change No. 18-3501 to Amend the Zoning Classification for Real Property Located on the North Side of Lincoln Street, East of 22nd Street at 1897 West Lincoln Street, 1661 West Lincoln Street, 1589 West Lincoln Street and Vacant Parcels to the East (APNs: 538-230-014, 538-220-002, 538-220-003, 538-220-004, 540-180-041, 540-180-042, 540-180-043, 540-180-044 & 540-180-045) from General Commercial (GC) to Business Park (BP) in Conformance with General Plan Amendment 18-2501.

PROJECT/APPLICANT INFORMATION:

Project Applicant: David J. Hidalgo
David Hidalgo Architects, Inc.
316 South First Avenue
Arcadia, CA 91733

Property Owner: DJL Properties, LLC
2034 North Peck Road
South El Monte, CA 91733

Project Location: North side of Lincoln Street at 1897 West Lincoln Street, 1661 West Lincoln Street, 1617 West Lincoln Street and 1589 West Lincoln Street, between 22nd Street and 8th Street including 6 vacant parcels to the west

APN Information: 538-230-014, 538-220-002, 538-220-003, 538-220-004,
540-180-041, 540-180-042, 540-180-043, 540-180-044 &
540-180-045

PLANNING COMMISSION RECOMMENDATION:

At its January 16, 2019 meeting, the Planning Commission considered the proposed Project and unanimously adopted Resolution No. 2019-01, recommending approval of a General Plan Amendment and Zone Change to change the General Plan land use designation and zoning classification of 19.69 partially developed acres from General Commercial (GC) to Business Park (BP) and recommending Design Review approval for the construction of a new 146,890 square foot industrial warehouse building on 6.7 vacant acres located to the east, adjacent to the existing development at 1897 West Lincoln Street.

BACKGROUND:

February 26, 2019: Prior to the City Council Public Hearing, the City Clerk's Office received a correspondence, dated January 30, 2019, from the Law Offices of Lozeau and Drury. The correspondence is entitled as "CEQA and Land Use Notice Request for Lawrence Equipment Industrial Warehouse". The document was provided to the City Council, the applicant, and staff for their review and records. Upon receipt, the applicant requested a continuance of their public hearing to the March 12, 2019 City Council Public Hearing. As the Council concurred with staff's recommendation, and the applicant's request, the project was continued to a "date certain" and no additional public notice or legal advertisement is required by CEQA or the California Public Resources Code. Based upon the applicant's response, and staff's review, the recommendation referenced herein remains consistent with the Planning Commission recommendation, dated January 16, 2019.

In 2010, Lawrence Equipment, a family owned business purchased the site and shortly thereafter began manufacturing machinery used to make tortillas, flatbreads and similar products. Over the years, the business expanded to include general warehousing and incidental retail sales.

The site is surrounded by the single family residential developments to the south and west. The Southern Pacific Railroad line and Interstate 10 to the north of the property. Table 1 lists the land uses surrounding the site. To the east of the existing warehouse buildings is vacant property once used as residential lots and recently used for cattle grazing.

The applicant proposes to construct a single story, 146,890 square-foot light manufacturing and warehouse building for the expansion of the existing manufacturing business. The proposed building would include 73,445 square-feet of light manufacturing, and 73,445 of industrial warehousing. An additional 174 parking spaces are proposed, which exceeds the parking requirement of 173 spaces as well as 12 loading spaces.

A conceptual fencing and planting plan depicts perimeter landscaping with a variety of ground cover, shrubs and trees which will provide fence/wall screening and soften the effects while enhancing the neighborhood character. The planting plan will coordinate with the photometric lighting plan per the requirements in the Municipal Code.

The expansion is expected to employ approximately 25 employees each use for both the warehousing and manufacturing additions, for a total of approximately 50 employees. Many of the current employees live in Banning. The company has an existing internship training program in another facility which they are looking into implementing in Banning with the expansion.

On January 16, 2019, the City Planning Commission considered Resolution No. 2019-01 and received public comments in favor of the project as well as comments expressing preferred design themes. The Planning Commission recommended unanimously that the City Council approve the subject applications for the construction of a 146,890 square foot industrial warehouse building. The Planning Commission staff report is attached as Attachment 3.

JUSTIFICATION

The proposed General Plan Amendment (GPA 18-2501) to change the General Plan land use designation for the site from General Commercial to Business Park and Zone Change (ZC 18-3501) to change the zoning classification of the site from General Commercial to Business Park, would be consistent with uses permitted within the Business Park land use designation. The proposed Project will complement the adjoining light industrial manufacturing and warehouse facility to the west and allow the expansion of the existing facility and bring additional jobs to the City.

The request for Design Review approval of the proposed single-story industrial warehouse structure includes site and circulation layout design in such a way that the Project will enhance the existing character of the surrounding neighborhood by the

addition of a well-designed landscape plan. The project design and landscape are consistent with the standards of the Banning Zoning Code.

Additional details, including findings for approval of GPA 18-2501, ZC 18-3501, and DR 18-7001, are provided in the Planning Commission staff report attached as Attachment 3.

ENVIRONMENTAL DETERMINATION:

Pursuant to the California Environmental Quality Act ("CEQA") (Cal. Pub. Res. Code § 21000 et seq.), the State Guidelines (14 Cal. Code Regs. § 15000 et seq.), and the City's Local Guidelines, City staff prepared an Initial Study of the potential environmental effects of the approval of the Project. Based upon the findings contained in that Study, City staff determined that, with the incorporation of mitigation measures, there was no substantial evidence that the Project could have a significant effect on the environment and a Mitigated Negative Declaration (MND) was prepared in full compliance with the requirements of CEQA.

Thereafter, City staff provided public notice of the public comment period and of the intent to adopt the MND as required by law. The public comment period commenced on January 11, 2019, and expired on January 31, 2019. Copies of the documents were provided for public review and inspection. Comments received during the 20-day review period are incorporated into the Final MND, along with the City's responses to each comment.

The MND was prepared in compliance with CEQA and with the incorporation of mitigation measures, there is no substantial evidence that the Project will have a significant effect on the environment. The project will be conditioned to comply with the mitigation measures imposed under the approved Mitigation Monitoring and Reporting Program (MMRP).

FISCAL IMPACT

Issuance of grading, building, and other permits will result in additional revenues for the City. Development of the property would result in an increase of approximately 50 jobs within the City, an increase in property values and associated increases in property taxes.

OPTIONS:

1. Approve as recommended
2. Do not approve and provide alternative direction.

ATTACHMENTS:

1. Resolution No. 2019-03
2. Ordinance No. 1541
3. Comment Letter Received February 26, 2019

Approved by:

Laurel Sampson for

Douglas Schulze
City Manager

ATTACHMENT 3

Public Comments

Received on

February 26, 2019



T 510.749.9102
F 510.749.9103

1516 Oak Street, Suite 210
Alameda, Ca 94501

www.lozeaudrury.com
michael@lozeaudrury.com

February 26, 2019

Via E-Mail and Hand Delivery

Art Welch, Mayor
Daniela Andrade, Mayor Pro Tem
Don M. Peterson, Council Member
Colleen Wallace, Council Member
David Happe, Council Member
City of Banning
99 E Ramsey Street
Banning, CA 92220

Laurie Sampson
Executive Assistant to the City Manager
City of Banning
99 E Ramsey Street
Banning, CA 92220
lsampson@ci.banning.ca.us

Re: The Lawrence Warehouse Project
(GPA18-2501, ZC18-3501, DR18-7001, EA18-1501)

Dear Mayor Welch and Honorable Members of the City Council:

I am writing on behalf of the Supporters Alliance for Environmental Responsibility ("SAFER") regarding the Initial Study and Mitigated Negative Declaration ("IS/MND") prepared for the Lawrence Warehouse Project ("Project") (EA18-1501) in the City of Banning ("City"). SAFER is a California nonprofit public benefit corporation whose purposes include contributing to the preservation and enhancement of the environment and advocating for programs, policies, and development projects that promote not only good jobs but also a healthy natural environment and working environment.

After reviewing the IS/MND with the assistance of expert reviews by wildlife biologist Dr. Shawn Smallwood, and environmental consulting firm SWAPE, it is clear that there is a "fair argument" that the Project may have unmitigated adverse environmental impacts. The written expert comments of Dr. Smallwood and of SWAPE (attached hereto as Exhibit A and Exhibit B, respectively), as well as the comments below, identify substantial evidence of a fair argument that the Project may have significant environmental impacts. Accordingly, an environmental impact report ("EIR") is required to analyze these impacts and to propose all feasible mitigation measures to reduce those impacts. We urge the City Council to decline to approve the IS/MND, and to prepare an EIR for the Project prior to any Project approvals.

I. PROJECT BACKGROUND

DJL Properties, LLC proposes to construct a single story 146,890 square-foot light manufacturing and warehouse building for the expansion of the existing manufacturing business

on 6.7 vacant acres adjacent to the existing development at 1897 West Lincoln Street. The proposed building would include 73,445 square-feet of light manufacturing and 73,445 square-feet of industrial warehousing. In addition, 174 parking spaces, and related fencing, walls, and landscaping is proposed on the Project site. The expansion is expected to employ 25 employees each for warehousing and manufacturing for a total of 50 employees.

II. LEGAL STANDARD

As the California Supreme Court held, “[i]f no EIR has been prepared for a nonexempt project, but substantial evidence in the record supports a fair argument that the project may result in significant adverse impacts, the proper remedy is to order preparation of an EIR.” (*Communities for a Better Env’t v. South Coast Air Quality Mgmt. Dist.* (2010) 48 Cal.4th 310, 319-320 (*CBE v. SCAQMD*) [citing *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal.3d 68, 75, 88; *Brentwood Assn. for No Drilling, Inc. v. City of Los Angeles* (1982) 134 Cal.App.3d 491, 504–505.].) “Significant environmental effect” is defined very broadly as “a substantial or potentially substantial adverse change in the environment.” (Pub. Res. Code [“PRC”] § 21068; see also 14 CCR § 15382.) An effect on the environment need not be “momentous” to meet the CEQA test for significance; it is enough that the impacts are “not trivial.” (*No Oil, Inc., supra*, 13 Cal.3d at 83.) “The ‘foremost principle’ in interpreting CEQA is that the Legislature intended the act to be read so as to afford the fullest possible protection to the environment within the reasonable scope of the statutory language.” (*Communities for a Better Env’t v. Cal. Res. Agency* (2002) 103 Cal.App.4th 98, 109 (*CBE v. CRA*).)

The EIR is the very heart of CEQA. (*Bakersfield Citizens for Local Control v. City of Bakersfield* (2004) 124 Cal.App.4th 1184, 1214 (*Bakersfield Citizens*); *Pocket Protectors v. City of Sacramento* (2004) 124 Cal.App.4th 903, 927.) The EIR is an “environmental ‘alarm bell’ whose purpose is to alert the public and its responsible officials to environmental changes before they have reached the ecological points of no return.” (*Bakersfield Citizens, supra*, 124 Cal.App.4th at 1220.) The EIR also functions as a “document of accountability,” intended to “demonstrate to an apprehensive citizenry that the agency has, in fact, analyzed and considered the ecological implications of its action.” (*Laurel Heights Improvements Assn. v. Regents of Univ. of Cal.* (1988) 47 Cal.3d 376, 392.) The EIR process “protects not only the environment but also informed self-government.” (*Pocket Protectors, supra*, 124 Cal.App.4th at 927.)

An EIR is required if “there is substantial evidence, in light of the whole record before the lead agency, that the project may have a significant effect on the environment.” (PRC § 21080(d); see also *Pocket Protectors, supra*, 124 Cal.App.4th at 927.) In very limited circumstances, an agency may avoid preparing an EIR by issuing a negative declaration, a written statement briefly indicating that a project will have no significant impact thus requiring no EIR (14 Cal. Code Regs. § 15371), only if there is not even a “fair argument” that the project will have a significant environmental effect. (PRC, §§ 21100, 21064.) Since “[t]he adoption of a negative declaration . . . has a terminal effect on the environmental review process,” by allowing the agency “to dispense with the duty [to prepare an EIR],” negative declarations are allowed only in cases where “the proposed project will not affect the environment at all.” (*Citizens of Lake Murray v. San Diego* (1989) 129 Cal.App.3d 436, 440.) A mitigated negative declaration is

proper only if the project revisions would avoid or mitigate the potentially significant effects identified in the initial study “to a point where clearly no significant effect on the environment would occur, and...there is no substantial evidence in light of the whole record before the public agency that the project, as revised, may have a significant effect on the environment.” (PRC §§ 21064.5 and 21080(c)(2); *Mejia v. City of Los Angeles* (2005) 130 Cal.App.4th 322, 331.) In that context, “may” means a reasonable possibility of a significant effect on the environment. (PRC §§ 21082.2(a), 21100, 21151(a); *Pocket Protectors, supra*, 124 Cal.App.4th at 927; *League for Protection of Oakland's etc. Historic Res. v. City of Oakland* (1997) 52 Cal.App.4th 896, 904–905.)

Under the “fair argument” standard, an EIR is required if any substantial evidence in the record indicates that a project may have an adverse environmental effect—even if contrary evidence exists to support the agency’s decision. (14 CCR § 15064(f)(1); *Pocket Protectors, supra*, 124 Cal.App.4th at 931; *Stanislaus Audubon Society v. County of Stanislaus* (1995) 33 Cal.App.4th 144, 150-51; *Quail Botanical Gardens Found., Inc. v. City of Encinitas* (1994) 29 Cal.App.4th 1597, 1602.) The “fair argument” standard creates a “low threshold” favoring environmental review through an EIR rather than through issuance of negative declarations or notices of exemption from CEQA. (*Pocket Protectors, supra*, 124 Cal.App.4th at 928.)

The “fair argument” standard is virtually the opposite of the typical deferential standard accorded to agencies. As a leading CEQA treatise explains:

This ‘fair argument’ standard is very different from the standard normally followed by public agencies in making administrative determinations. Ordinarily, public agencies weigh the evidence in the record before them and reach a decision based on a preponderance of the evidence. [Citations]. The fair argument standard, by contrast, prevents the lead agency from weighing competing evidence to determine who has a better argument concerning the likelihood or extent of a potential environmental impact. The lead agency’s decision is thus largely legal rather than factual; it does not resolve conflicts in the evidence but determines only whether substantial evidence exists in the record to support the prescribed fair argument.

(Kostka & Zishcke, *Practice Under CEQA*, §6.29, pp. 273-274.) The Courts have explained that “it is a question of law, not fact, whether a fair argument exists, and the courts owe no deference to the lead agency’s determination. Review is de novo, with a preference for resolving doubts in favor of environmental review.” (*Pocket Protectors, supra*, 124 Cal.App.4th at 928.)

III. DISCUSSION

A. The IS/MND Fails to Adequately Analyze and Mitigate the Potential Adverse Impacts of the Project on Wildlife.

The comment of Dr. Shawn Smallwood is attached as Exhibit A. Dr. Smallwood has identified several issues with the IS/MND for the Project. His concerns are summarized below.

1. The wildlife baseline relied upon by the IS/MND is inadequate because the IS/MND underestimates the number of special-status species that may be impacted by the Project.

The IS/MND describes the Project site as “not within any of [the] three special survey areas” established by the Western Riverside County Multiple Species Habitat Conservation Plan (“MSHCP”) for the Yucaipa Onion, the Burrowing Owl, and the Los Angeles Pocket Mouse. (IS/MND, p. 27.) However, there were no detection surveys performed and, as Dr. Smallwood points out, “Not looking is the surest way to detect no special-status species.” (Ex. A, p. 3.) Dr. Smallwood conducted a site visit on February 2, 2019 and observed five species of wildlife over the course of 68 minutes, including two red-tailed hawks. (Ex. A, pp. 1-2.) By looking at occurrence records, Dr. Smallwood identified 45 special-status species of birds, including 19 species not covered under the MSHCP. (Ex. A, p. 3.) By reviewing the literature, Dr. Smallwood identified 19 special-status species of mammals and reptiles, including 16 species not covered by the MSHCP. (Ex. A, p. 3.) The occurrence of these species at or near the Project site warrants discussion and analysis in an EIR to ensure that any impacts are mitigated to a less than significant level. The EIR is necessary to analyze the Project’s impacts on both the 35 special-status species which are not covered by the MSHCP and the special-status species covered by the MSHCP. Obviously, the MSHCP cannot mitigate impacts to the species that are not covered by the MSHCP.

Every CEQA document must start from a “baseline” assumption. The CEQA “baseline” is the set of environmental conditions against which to compare a project’s anticipated impacts. (*Communities for a Better Env’t. v. So. Coast Air Qual. Mgmt. Dist.* (2010) 48 Cal. 4th 310, 321.) Section 15125(a) of the CEQA Guidelines (14 C.C.R., § 15125(a)) states in pertinent part that a lead agency’s environmental review under CEQA:

“...must include a description of the physical environmental conditions in the vicinity of the project, as they exist at the time [environmental analysis] is commenced, from both a local and regional perspective. This environmental setting will normally constitute the baseline physical conditions by which a Lead Agency determines whether an impact is significant.”

(See, *Save Our Peninsula Committee v. County of Monterey* (2001) 87 Cal.App.4th 99, 124-125 (“*Save Our Peninsula.*”) By failing to assess the presence of wildlife at or flying through the site, the IS/MND fails to provide any baseline from which to analyze the Project’s impacts on wildlife. The occurrence of special-status species at or near the Project site warrants discussion

and analysis in an EIR to ensure that any impacts are mitigated to a less than significant level.

2. Compliance with the MSHCP fails to ensure that the Project's impact on wildlife will be less than significant.

Dr. Smallwood notes, "The spirit and intent of the MSHCP was for open space to be assessed for habitat suitability at a minimum, and for detection surveys where habitat assessments suggested potential occurrence." (Ex. A, p. 4.) If the MSHCP is failing to meet its goals and objectives, then it cannot be relied upon for determining compliance with CEQA. For example, as of 2016, the MSHCP had added only 35.7% of its additional acreage goal and was only managing 24% of its managed acres goal. (*Id.*) Additionally, while 41 of 146 species covered in the MSHCP area have been detected since 2014, numerical estimates have rarely been made, which makes it difficult to compare impacts of the Project to conservation gains via mitigation. (*Id.*) Furthermore, 19% of habitat acres lost since 2004 were inside of Criteria Cells established under the MSHCP, indicating that the MSHCP is not being implemented as planned. (*Id.*)

For the burrowing owl in particular, the MSHCP requires conserving at least 120 burrowing owls in the overall plan area, with no fewer than 5 breeding pairs in any one of the 5 core areas. (Ex. A, p. 8.) Due to insufficient funding, monitoring for burrowing owls was skipped in 3 of the 5 core areas and not all the potential nesting sites were monitored in the other 2 core areas due to insufficient personnel. (*Id.*) Two pairs were observed at one core area and only 4 pairs were observed at another. (*Id.*) Given the goal of 5 breeding pairs per Core Area, it is clear that the MSHCP is not achieving its conservation goals. Rather than rely on the MSHCP, the City must prepare an EIR which incorporates detection surveys and mitigation measures to ensure that the Project's impacts on wildlife are less than significant.

The City may not rely on the MSHCP since it is not being adequately enforced or implemented. Since the MSHCP is not being adequately enforced or implemented, the City may not rely upon that plan to declare biological impacts less than significant. See, *Katzeff v. Dept. of Forestry* (2010), 181 Cal. App. 4th 601.

3. The IS/MND fails to address the potential adverse impact on wildlife from vehicle collisions due to increased traffic from the Project.

According to the IS/MND, the Project would generate 50 daily vehicle trips and 6 daily truck trips. (IS/MND, p. 50.) The increase in vehicle trips are likely to result in increased wildlife fatalities because vehicle collisions "crush and kill wildlife" and "the impacts have often been found to be significant at the population level." (Ex. A, p. 10.) In terms of avian mortality, it is estimated that vehicle collisions result in the death of 89 million to 340 million birds per year. (*Id.*) "Members of some special-status species that are likely absent from the project site would be killed by traffic generated by the project, including California Species of Concern American badger (*Taxidea taxus*) and California specially protected mountain lion (*Puma concolor*)." (*Id.*) Because the impact of vehicle collisions on wildlife was not addressed at all in the IS/MND, "An analysis is needed of whether increased traffic on roads in and around Banning would similarly

result in intense local impacts on wildlife.” (*Id.*) Dr. Smallwood has provided substantial evidence of a fair argument that this impact from the Project’s traffic may be significant, the City must analyze such impacts in an EIR.

Factors that affect the rate of vehicle collision with wildlife include: the type of roadway, human population density, temperature, extent of vegetation cover, and intersections with streams and riparian vegetation. (Ex. A, p. 10.) The City should formulate mitigation measures based on those factors in an EIR.

4. The IS/MND fails to address the potential adverse impact on wildlife movement due to the Project.

According to the IS/MND, there are no important wildlife corridors on the Project site. (IS/MND, p. 27.) However, the CEQA standard regarding wildlife movement is whether a project will “Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors...” Under this standard, the question is whether the Project will interfere with wildlife movement regardless of whether such movement is channeled by a corridor. Dr. Smallwood notes, “Many species of wildlife likely use the site of the proposed project for movement across the region. The project would cut wildlife off from stop-over and staging habitat, and would therefore interfere with wildlife movement in the region.” (Ex. A, p. 9.) Dr. Smallwood also observes that the Project site is located within the San Geronio Pass, “a special place with respect to bird and bat movement,” and that “every project within San Geronio Pass poses a significant impact to migrating volant wildlife.” (*Id.*) Because these impacts were not addressed in the IS/MND and Dr. Smallwood has presented substantial evidence of a fair argument that the Project will significantly impact wildlife movement through the Project area, the City must prepare an EIR which analyses and mitigates such impacts.

5. The Project should include additional mitigation measures to lessen the potential adverse impacts of the Project on wildlife.

Dr. Smallwood recommends performing detection surveys, which “have been developed for most special-status species of wildlife.” (Ex. A, p. 20.) Such detection surveys are necessary to support any conclusion that wildlife is absent from the Project site. (*Id.*) The City should also adopt compensatory mitigation measures to offset the impact of the project on wildlife movement because “[t]he proposed project site supports mature trees needed by bats and birds as stop-over habitat during long-distance dispersal or migration.” (*Id.*) Lastly, compensatory mitigation measures such as funding contributions to wildlife rehabilitation facilities would further reduce the impacts of the project on wildlife. (*Id.*) Because Dr. Smallwood has presented a fair argument that the Project will have a significant impact on wildlife, the City must prepare and circulate an EIR to incorporate the above concerns and suggested mitigation measures.

B. The IS/MND Relies on Unsubstantiated Input Parameters to Estimate Project Emissions and Thus Fails to Adequately Analyze the Project's Air Quality Impacts.

SWAPE, an environmental consulting firm, reviewed the air quality analysis in the IS/MND. SWAPE's comment letter is attached as Exhibit B and their findings are summarized below.

The IS/MND for the Project relies on emissions calculated from the California Emissions Estimator Model Version CalEEMod.2016.3.2 ("CalEEMod"). This model relies on recommended default values based on site specific information related to a number of factors. The model is used to generate a project's construction and operational emissions. SWAPE reviewed the Project's CalEEMod output files and found that the values input into the model were inconsistent with information provided in the IS/MND. This results in an underestimation of the Project's emissions. As a result, the Project may have a significant air quality impacts and an EIR is required to properly analyze these potential impacts.

Although the Project proposes to construct a building to be used for light manufacturing and industrial warehousing, the modelling in the IS/MND modeled the entire proposed building as a manufacturing land use. (Ex. B, p. 2.) Because CalEEMod assigns each land use type with its own set of energy usage emission factors, the proper input parameter is essential to estimate the emissions produced from the construction and operation of the Project. By modeling the entire proposed building as manufacturing rather than manufacturing and warehousing, the IS/MND underestimates the emissions of the Project. (Ex. B, p. 2.) The City must prepare an EIR using the correct input parameters for the air quality modeling to ensure that the emissions from the Project are less than significant or that appropriate mitigation measures are put in place.

C. The IS/MND Fails to Adequately Evaluate Health Risks from Diesel Particulate Matter Emissions

With hardly more than a couple sentences of explanation, the IS/MND inexplicably concludes that the impact of substantial pollutant concentrations to sensitive receptors would be less than significant. No effort is made by the applicant to justify this conclusion with a quantitative health risk assessment ("HRA"). The IS/MND's back-of-the envelope approach to evaluating a Project's health impacts to existing nearby residences is inconsistent with the approach recommended by the California Office of Environmental Health Hazard Assessment ("OEHHA") and the California Air Pollution Control Officers Association ("CAPCOA").

As a preliminary issue, the IS/MND provides conflicting information as to the proximity of sensitive receptors to the Project site. In the Air Quality section of the IS/MND, the IS/MND states, "The closest sensitive receptor is 1,575 feet north with the SFPP Railway and Interstate 10 between the project site and the sensitive receptors. (IS/MND, p. 25.) However, in the Noise section of the IS/MND, the IS/MND states, "There are 24 homes within 1000 feet of the project site, the closest is 300 feet south." (IS/MND, p. 45.) Furthermore, the Banning Planning

Commission report describes the Project site as “surrounded by the single family residential developments to the south and west.” (Banning Planning Commission Report, Jan. 16, 2019, p. 2.) At the very least, this constitutes an internally inconsistent project description, which itself renders the CEQA documents inadequate. (*Christward Ministry v. Superior Court* (1986) 184 Cal.App.3d 180; CEQA Guidelines §15071(a)). CEQA provides that before a Negative Declaration can be issued, the initial study must “provide documentation of the factual basis for the finding in a Negative Declaration that a project will not have a significant effect on the environment.” (CEQA Guidelines § 15063(c)(5).) The courts have repeatedly held that “an accurate, stable and finite project description is the sine qua non of an informative and legally sufficient [CEQA document].” (*County of Inyo v. City of Los Angeles*, (1977) 71 Cal.App.3d 185, 193.)

Using Google Maps, SWAPE estimated that the single-family residences to the south and west of the Project site are approximately 116 feet from the site, much closer than the sensitive receptor 1,575 feet north of the site used for the air quality analysis in the IS/MND. (Ex. B, p. 4.) The failure to conduct a quantitative construction or operational HRA leaves a large gap in the IS/MND’s analysis as the risk posed to these nearby sensitive receptors is unknown. As such, the City must prepare an EIR with a quantitative construction HRA and operational HRA to ensure that the impacts of the Project are less than significant.

OEHHA guidance makes clear that all short-term projects lasting at least two months be evaluated for cancer risks to nearby sensitive receptors. (Ex. B, p. 5.) OEHHA also recommends a health risk assessment of a project’s operational emissions for projects that will be in place for more than 6 months. (*Id.*) Projects lasting more than 6 months should be evaluated for the duration of the project, and an exposure duration of 30 years be used to estimate individual cancer risk for the maximally exposed individual resident. (*Id.*) The Project would last at least 30 years and certainly much longer than six months.

In order for the IS/MND to be reasonable under CEQA, the cavalier assertions regarding the Project’s health impacts on nearby residences must be substantiated with a thorough health risk assessment. Based on all of the guidance available from the expert agencies, a health risk assessment should have been prepared for the Project. The IS/MND’s conclusory assertions fail to rebut the expert guidance.

SWAPE prepared a screening-level HRA to evaluate potential impacts from the Project. SWAPE used AERSCREEN, the leading screening-level air quality dispersion model. (Ex. B, p. 5.) SWAPE used a sensitive receptor distance of 116 feet and analyzed impacts to individuals at different stages of life based on OEHHA and SCAQMD guidance. (Ex. B, pp. 6-7.)

SWAPE found that the excess cancer risk for adults, children, infants, and third-trimester gestations at a sensitive receptor located approximately 25 meters away, over the course of Project construction and operation, are approximately 1.9, 16, 77, and 6 in one million, respectively. (Ex. B, p. 8.) Moreover, the excess cancer risk over the course of a residential lifetime is approximately **100 in one million**. (*Id.*) These values appreciably exceed the SCAQMD’s threshold of 10 in one million by ten times. This is a potentially significant impact

not addressed in the IS/MND. An EIR with a more refined HRA that is representative of site conditions must be prepared in order to evaluate the Project's health risk impact and to include suitable mitigation measures.

D. The IS/MND Fails to Consider Cumulative Air Quality Impacts from Nearby Projects.

The IS/MND fails to identify or evaluate the cumulative impacts of the Project in conjunction with other projects in the area. As defined by the CEQA Guidelines,

The cumulative impact from several projects is the change in the environment which results from the incremental impact of the project when added to other closely related past, present, and *reasonably foreseeable probable future projects*. Cumulative impacts can result from individually minor but collectively significant projects taking place over a period of time.

(CEQA Guidelines § 15355(b) [emphasis added].)

There are currently two reasonably foreseeable projects in Banning: (1) the Banning Distribution Center proposes to construct a 1,000,000 square foot warehouse approximately 2.5 miles from the Project site and (2) the Banning Business Park proposes to construct 12 office/warehouse buildings on a 63.98-acre site approximately 2.25 miles from the Project site. (Ex. B, p. 3.) While the Project's individual emissions may not exceed the thresholds of the South Coast Air Quality Management District (SCAQMD), the cumulative impact of the Project in combination with the other foreseeable developments in the area may have a significant impact on local and regional air quality. (Ex. B, p. 3) Because these potentially significant cumulative impacts were not addressed in the IS/MND, the City should prepare an EIR to ensure that the cumulative emissions from the Project are less than significant or that appropriate mitigation measures are put in place.

IV. CONCLUSION

For the foregoing reasons, the IS/MND for the Project should be withdrawn, an EIR should be prepared, and the draft EIR should be circulated for public review and comment in accordance with CEQA. Thank you for considering these comments.

Sincerely,



Brian Flynn
Lozeau | Drury LLP

EXHIBIT A

Shawn Smallwood, PhD
3108 Finch Street
Davis, CA 95616

Maryann Marks, Interim Community Development Director
City of Banning
P.O. Box 998
99 E. Ramsey Street
Banning, CA 92220

13 February 2019

RE: Lawrence Equipment Industrial Warehouse

Dear Ms. Marks,

I write to comment on the proposed zoning change and mitigated negative declaration (City of Banning 2017) for the Lawrence Equipment Industrial Warehouse on West Lincoln Street, which would replace an existing building and cover another 6.7 acres of open space.

My qualifications for preparing expert comments are the following. I hold a Ph.D. degree in Ecology from University of California at Davis, where I subsequently worked for four years as a post-graduate researcher in the Department of Agronomy and Range Sciences. My research has been on animal density and distribution, habitat selection, habitat restoration, interactions between wildlife and human infrastructure and activities, conservation of rare and endangered species, and on the ecology of invading species. I performed research on wildlife mortality caused by wind turbines, electric distribution lines, agricultural practices, and road traffic. I authored numerous papers on special-status species issues, including "Using the best scientific data for endangered species conservation" (Smallwood et al. 1999), and "Suggested standards for science applied to conservation issues" (Smallwood et al. 2001). I served as Chair of the Conservation Affairs Committee for The Wildlife Society – Western Section. I am a member of The Wildlife Society and the Raptor Research Foundation, and I've been a part-time lecturer at California State University, Sacramento. I was Associate Editor of wildlife biology's premier scientific journal, The Journal of Wildlife Management, as well as of Biological Conservation, and I was on the Editorial Board of Environmental Management. I have performed wildlife surveys in California for thirty-three years, including at many proposed project sites. My CV is attached.

SITE VISIT

I visited the site of the proposed project on 2 February 2019 from 11:27 to 12:35 hours. The site experienced heavy rain most of the time I was there, and because it appeared the rain would continue I left earlier than I had planned. While at the site, I used binoculars to scan for wildlife from a car window.

The site included an extant building as well as rows of trees and shrubs around an open grassy field on the east side of the building (Photos 1 and 2). I saw 5 species of wildlife

during the 68 minutes I was on site (Table 1), including two red-tailed hawks (1 shown in Photo 3), which copulated on the south edge of the site. I saw a desert cottontail, but unfortunately it had been killed by a vehicle on the road (Photo 4).

Table 1. Species of wildlife I detected during my site visit of 2 February 2019, 11:27-12:35 hours to Lawrence Equipment, Banning.

Species	Scientific name	Status ¹	Minute
Red-tailed hawk	<i>Buteo jamaicensis</i>	CDFW 3503.5	40
Rock pigeon	<i>Columba livea</i>	Non-native	32
Eurasian collared-dove	<i>Streptopelia decaocto</i>	Non-native	43
Common raven	<i>Corvus corax</i>		1
Desert cottontail	<i>Sylvilagus audubonii</i>		64

¹ Listed as CDFW 3503.5 = California Department of Fish and Wildlife Code 3503.5 (Birds of prey).



Photo 1. Site of the proposed Lawrence Equipment Warehouse project, 2 February 2019.



Photo 2. Site of the proposed Lawrence Equipment Warehouse project, 2 February 2019.



Photo 3, left. A red-tailed hawk perched on the north side of the proposed Lawrence Equipment Warehouse project, 2 February 2019.

Photo 4, right. A road-killed desert cottontail on the south side of the proposed Lawrence Equipment Warehouse project, 2 February 2019.



BIOLOGICAL IMPACTS ASSESSMENT

Other than declaring the project site does not fall within a critical area or special linkage area, the City of Banning (2017) has not performed a consistency analysis per the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP). Especially in the case of burrowing owls, which are disturbance-adapted species known to take residence on sufficiently-sized open space within urban areas, a consistency analysis would need to be more expansive than simply asking whether a project site is within a critical area or special linkage area.

City of Banning (2017) performed no surveys for special-status species of wildlife. Not looking is the surest way to detect no special-status species. According to eBird records, 45 special-status species of birds have been seen around the project site, including 19 species not covered by the MSHCP (Table 2). Reviewing the literature, I found another 19 species of mammals and reptiles potentially occurring at the project site, including 16 not covered by the MSHCP (Table 3). Not all of these 64 special-status species are going to use the project site, but at one time or another, many of them surely use the site. The occurrences of any of these species at the project site would warrant the

preparation of an EIR, but given the potential for so many special-status species to occur there, an EIR is sorely needed.

An EIR is needed to address potential impacts to the 35 special-status species in Tables 2 and 3 that are not covered by the MSHCP. And as I will argue below, an EIR is also needed for the special-status species that *are* covered by the MSHCP.

City of Banning (2017) depends on the impacts analysis and mitigation of the MSHCP to the degree of performing no detection surveys. City of Banning (2017) claims that the project site does not fall into the special survey area for burrowing owl, but this claim is debatable. My review of the MSHCP map of special survey areas suggest the project site might fall within a special survey area for burrowing owls. Whether the site is included is difficult to determine, however, due to poor resolution of the map of special survey areas. Even if the project site falls outside a special survey area, however, the intent of the survey requirement was to require surveys wherever development had not already converted open space to impervious surfaces. The project site includes 6.7 acres of open space where burrowing owls can find suitable habitat. If this open space was truly omitted from the MSHCP map of special survey areas, then the omission might have been a mistake or the result of lower resolution typical of earlier GIS work 20 years earlier. The spirit and intent of the MSHCP was for open space to be assessed for habitat suitability at a minimum, and for detection surveys where habitat assessments suggested potential occurrence.

Considering the spirit and intent of CEQA, cities within western Riverside County have a responsibility to assess MSHCP performance, and whether the MSHCP can be relied upon to mitigate new project impacts, including cumulative impacts, on wildlife. If the MSHCP is failing to meet the goals and objectives that its founding participants agreed upon, then it is up to the Cities to achieve the goals and objectives of CEQA. According to the 2016 MSHCP annual report, additional acreage acquired through 2016 totaled 54,684 acres, or 35.7% of the goal. Only 36,580 acres were under management, or 24% of the goal. Adaptive management measures had been minimally implemented, perhaps because adaptive management requires more time for monitoring results to accumulate and for decisions to be made over monitoring thresholds triggering management actions. The problem with this explanation, however, is that many special-status species might be extirpated by the time adaptive management measures are implemented.

Also according to the Annual Report, 41 of 146 covered species have been detected in the MSHCP plan area since 2014, but numerical estimates have been rarely made. Without numerical estimates, there remains a very weak basis for comparing project impacts to conservation gains via mitigation, so the City of Banning, along with all other cities within Western Riverside County, ought to carefully weigh its decision of relying on the MSHCP rather than CEQA. Also, habitat losses since 2004 totaled 77,113 acres, 14,632 acres of which (19%) were inside Criteria Cells. It does not appear that the MSHCP is being implemented as planned.

Table 2. Reports of special-status species occurrences within close proximity of the proposed project site, including on eBird (<https://eBird.org>), and whether covered by the MSHCP.

Common name	Species name	Status ¹	eBird sighting	Covered by MSHCP?
American white pelican	<i>Pelicanus erythrorhynchos</i>	SSC1	Nearby	No
Double-crested cormorant	<i>Phalacrocorax auritus</i>	TWL	Nearby	Yes
California gull	<i>Larus californicus</i>	TWL	Nearby	No
Turkey vulture	<i>Cathartes aura</i>	CDFW 3503.5	Nearby	Yes
Osprey	<i>Pandion haliaetus</i>	CDFW 3503.5	Nearby	Yes
Bald eagle	<i>Haliaeetus leucocephalus</i>	BGEPA, BCC, CE	Nearby	Yes
Golden eagle	<i>Aquila chrysaetos</i>	BGEPA, BCC, CFP	Nearby	Yes
Swainson's hawk	<i>Buteo swainsoni</i>	CT	Nearby	Yes
Red-tailed hawk	<i>Buteo jamaicensis</i>	CDFW 3503.5	Nearby	No
Ferruginous hawk	<i>Buteo regalis</i>	CDFW 3503.5, TWL	Very nearby	Yes
Red-shouldered hawk	<i>Buteo lineatus</i>	CDFW 3503.5	Nearby	No
Northern harrier	<i>Circus cyaneus</i>	SSC3, CDFW 3503.5	Nearby	Yes
White-tailed kite	<i>Elanus leucurus</i>	CFP, CDFW 3503.5	Nearby	Yes
Sharp-shinned hawk	<i>Accipiter striatus</i>	CDFW 3503.5	Nearby	Yes
Cooper's hawk	<i>Accipiter cooperi</i>	CDFW 3503.5	Nearby	Yes
American kestrel	<i>Falco sparverius</i>	CDFW 3503.5	Nearby	No
Merlin	<i>Falco columbarius</i>	CDFW 3503.5	Nearby	Yes
Prairie falcon	<i>Falco mexicanus</i>	CDFW 3503.5	Nearby	Yes
Peregrine falcon	<i>Falco peregrinus</i>	CE, CFP, CDFW 3503.5	Nearby	Yes
Barn owl	<i>Tyto alba</i>	CDFW 3503.5	Nearby	No
Burrowing owl	<i>Bubo virginianus</i>	BCC, SSC2, CDFW 3503.5	Nearby	Yes
Great-horned owl	<i>Athene cunicularia</i>	SSC2, CDFW 3503.5	Nearby	No
Long-eared owl	<i>Asio otus</i>	SSC3, CDFW 3503.5	Nearby	No
Vaux's swift	<i>Chaetura vauxi</i>	SSC2	Nearby	No
Lewis's woodpecker	<i>Melanerpes lewis</i>	BCC	Nearby	No
Nuttall's woodpecker	<i>Picoides nuttallii</i>	BCC	Very nearby	No
Costa's hummingbird	<i>Calypte costae</i>	BCC	Nearby	No
Allen's hummingbird	<i>Selasphorus sasin</i>	BCC	Nearby	No

Common name	Species name	Status ¹	eBird sighting	Covered by MSHCP?
Cactus wren	<i>Campylorhynchus brunneicapillus</i>	BCC	Nearby	Yes
Horned lark	<i>Eremophila alpestris actia</i>	TWL	Very nearby	Yes
California gnatcatcher	<i>Poliophtila c. californica</i>	FT, SSC	Nearby	Yes
Southwestern willow flycatcher	<i>Empidonax traillii Extimus</i>	FE, CE	Nearby	Yes
Olive-sided flycatcher	<i>Contopus cooperi</i>	SSC2	Nearby	No
Oak titmouse	<i>Baeolophus inornatus</i>	BCC	Very nearby	No
Loggerhead shrike	<i>Lanius ludovicianus</i>	FSC, SSC2	Very nearby	Yes
Least Bell's vireo	<i>Vireo belli pusillus</i>	FE, CE	Nearby	Yes
Yellow warbler	<i>Setophaga petechia</i>	SSC2	Nearby	Yes
Yellow-breasted chat	<i>Icteria virens</i>	SSC3	Nearby	Yes
Black-chinned sparrow	<i>Spizella atrogularis</i>	BCC	Nearby	No
Bell's sage sparrow	<i>Amphispiza b. belli</i>	TWL		Yes
Oregon vesper sparrow	<i>Poocetes gramineus affinis</i>	SSC2	Nearby	No
Southern California rufous-crowned sparrow	<i>Aimophila ruficeps canescens</i>	FSC, SSC	Nearby	Yes
Tricolored blackbird	<i>Agelaius tricolor</i>	SSC1	Nearby	Yes
Yellow-headed blackbird	<i>Xanthocephalus xanthocephalus</i>	SSC3	Nearby	No
Lawrence's goldfinch	<i>Spinus lawrencei</i>	BCC	Very nearby	No

¹ Listed as FE = federal endangered, FCC = U.S. Fish and Wildlife Service Bird of Conservation Concern, CE = California endangered, SSC = California species of special concern (not threatened with extinction, but rare, very restricted in range, declining throughout range, peripheral portion of species' range, associated with habitat that is declining in extent), CFP = California Fully Protected (CDFW Code 4700), CDFW 3503.5 = California Department of Fish and Wildlife Code 3503.5 (Birds of prey), and SSC1, SSC2 and SSC3 = California Bird Species of Special Concern priorities 1, 2 and 3, respectively (Shuford and Gardali 2008), and TWL = Taxa to Watch List (Shuford and Gardali 2008).

Table 3. Occurrence likelihoods of reptiles and bats at the project site, and whether covered by the MSHCP.

Common name	Species name	Status ¹	Occurrence likelihood	Covered by MSHCP?
Blainville's horned lizard	<i>Phrynosoma blainvillii</i>	SSC	Possible	Yes
San Diegan tiger whiptail	<i>Aspidoscelis tigris stejnegeri</i>	SSC	Possible	Yes
Southern California legless lizard	<i>Anniella pulchra stebbensi</i>	SSC	Possible	No
Coast patch-nosed snake	<i>Salvadora hexalepis virgulata</i>	SSC	Possible	No
San Bernardino ringneck snake	<i>Diadophis punctatus modestus</i>	CNDDB	Possible	No
California leaf-nosed bat	<i>Macrotus californicus</i>	SSC	Foraging; stop-over	No
Pallid bat	<i>Antrozous pallidus</i>	SSC	Foraging; stop-over	No
Townsend's western big-eared bat	<i>Plecotus t. townsendii</i>	SSC	Foraging; stop-over	No
Western red bat	<i>Lasiurus blossevillii</i>	SSC	Foraging; stop-over	No
Western yellow bat	<i>Lasiurus xanthinus</i>	SSC	Foraging; stop-over	No
Small-footed myotis	<i>Myotis ciliolabrum</i>	WBWG	Foraging; stop-over	No
Long-eared myotis	<i>Myotis evotis</i>	WBWG	Foraging; stop-over	No
Fringed myotis	<i>Myotis thysanodes</i>	WBWG	Foraging; stop-over	No
Long-legged myotis	<i>Myotis Volans</i>	WBWG	Foraging; stop-over	No
Yuma myotis	<i>Myotis yumanensis</i>	WBWG	Foraging; stop-over	No
Western mastiff bat	<i>Eumops perotis</i>	SSC	Foraging; stop-over	No
Pocketed free-tailed bat	<i>Nyctinomops femorosaccus</i>	SSC	Foraging; stop-over	No
Southern grasshopper mouse	<i>Onychomys torridus ramona</i>	SSC	Possible	No
Los Angeles pocket mouse	<i>Perognathus longimembris brevinasus</i>	SSC	Possible	Yes

¹ Listed as FSC = U.S. Fish and Wildlife Service Species of Concern, SSC = California species of special concern (not threatened with extinction, but rare, very restricted in range, declining throughout range, peripheral portion of species' range, associated with habitat that is declining in extent), WBWG = Western Bat Working Group listing as moderate or high priority.

The 2016 Annual Report includes multiple examples of the MSHCP not being implemented to plan. For example, within Rough Step Analysis Unit 3, 12.5% of additional grassland acreage has been conserved, whereas 36.8% of allowable development of grassland has been developed. Development of grassland in this unit proceeded toward the MSHCP cap at 3 times the conservation goal. Coastal sage scrub was developed at twice the rate of conservation. In other words, the MSHCP appears to be prioritizing development over conservation while failing to document how many of each special-status species has actually been lost to development. By the time the MSHCP catches up with its monitoring objectives, if it ever does, development in many places will have already proceeded to the point of preventing any nexus from ever being quantified between development impacts and conservation gains.

According to the 2016 Annual Report, Monitoring objectives have been achieved for only 77 (52.7%) covered species. Some might see this statistic as a sign of progress. Others, like myself, wonder how so little was accomplished given the low bar set for monitoring objectives. According to the 2016 Annual Report (page 7-2), *“The baseline monitoring objective for all Covered Species requires at least 75 percent of listed Core Areas or known locations to be documented as occupied at least once every eight years.”* The bar was not an abundance estimate, nor even a relative abundance estimate, but instead a determination of presence or absence on 75% of the Core Areas every 8 years or longer. Cities in western Riverside County, including City of Banning, should be concerned that the MSHCP’s easy monitoring targets have not been achieved for half of the covered species, and that, frankly, it remains unknown whether the MSHCP is achieving its conservation goals.

Unlike for most other covered species, the MSHCP’s conservation goal for burrowing owls is a numerical outcome. The MSHCP requires conserving at least 120 burrowing owls in the plan-area, with no fewer than 5 breeding pairs in any one of the 5 Core Areas (Peterson 2015). The baseline number of burrowing owls was not required to be estimated, so the MSHCP never strove toward quantification of a nexus between project impacts and conservation gains; it simply put all its eggs into the one basket of conserving a minimum number of burrowing owls. This approach was unfortunate for burrowing owl conservation because it disregarded the ultimate numerical loss caused by development under the MSHCP, but at least the outcome goal was clear. If the outcome goal cannot be achieved, then the MSHCP will have been nothing short of a catastrophic failure when it comes to burrowing owl conservation in Riverside County, as all of the MSHCP’s eggs are in that one outcome basket.

So how is the MSHCP’s conservation outcome looking for burrowing owls? Peterson (2015) indicates grossly insufficient funding was allocated for monitoring of burrowing owls in the Core Areas, as monitoring was skipped in 3 of the 5 Core Areas on the grounds that burrowing owls had not been observed in them. In the 2 monitored Core Areas, Peterson (2015) had use of insufficient field personnel to check on all potential nest sites. Not only was the MSHCP uncommitted to the funding for burrowing owl monitoring, but burrowing owls appear to have been faring poorly in the two Core Areas that were surveyed by Peterson (2015). Only two pairs were observed at Lake Mathews, but no chicks produced. Only 4 pairs were observed at Lake Skinner/Diamond Valley

Lake, but only 3 nest sites produced chicks. In other words, the MSHCP has so far failed completely in its burrowing owl conservation goal.

City of Banning needs to implement the CDFW (2012) survey protocol for burrowing owls on the site of the proposed project. The City cannot rely on the MSHCP, nor should it simply pay the mitigation fee into the MSHCP. Until the MSHCP commits to using the mitigation fees to achieve its minimum monitoring responsibility, City of Banning should follow the recommendations of CDFW (2012).

WILDLIFE MOVEMENT

According to City of Banning (2017), no important wildlife corridors occur on site. However, whether a site has a “wildlife corridor” is a false CEQA standard. Contrary to the implication of City of Banning (2017), the existence of a wildlife corridor does not qualify a site as a sensitive natural community. Corridors are typically regarded in science as human-created landscape structures intended to reduce the effects of habitat fragmentation, and only infrequently as a channelization of wildlife movement caused by landscape structure (Smallwood 2015).

A common mistake in CEQA review is to assume that wildlife require corridors in order to move regionally, and that the answer to CEQA ‘s Initial Study question d) regarding interference with wildlife movement depends on whether a corridor would be disrupted. The CEQA standard regarding wildlife movement is whether a project will “*Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors...*” The primary phrase of the standard goes to wildlife movement regardless of whether the movement is channeled by a corridor. Wildlife movement in a region is often diffuse rather than channeled (Runge et al. 2014, Taylor et al. 2011) unless anthropogenic changes have forced channeling or targeting of “island” patches of habitat (Smallwood 2015). Wildlife movement includes stop-over habitat used by birds and bats (Taylor et al. 2011), and staging habitat (Warnock 2010) during dispersal, migration or home range patrol. Many species of wildlife likely use the site of the proposed project for movement across the region. The project would cut wildlife off from stop-over and staging habitat, and would therefore interfere with wildlife movement in the region. A project-specific EIR needs to be prepared to address this impact.

Although wildlife movement is often diffuse rather than channeled, as explained above, the project site is located in a special place with respect to bird and bat movement. The San Gorgonio Pass is a narrow pass through which volant wildlife move in great numbers. Any and every project within San Gorgonio Pass poses a significant impact to migrating volant wildlife. An EIR is needed to analyze potential impacts to migratory wildlife dependent on San Gorgonio Pass.

TRAFFIC IMPACTS ON WILDLIFE

According to City of Banning (2017), the 50 added employees will add 50 vehicle trips daily, and another 6 daily truck trips can be expected. City of Banning (2017) concludes

that these 56 trips would cause no significant impacts, but it seems that City of Banning did not consider this added traffic impact on wildlife. These 56 additional daily trips would extend the project's impacts on wildlife well beyond the project footprint, because cars crush and kill wildlife attempting to cross California's roadways (Shilling et al. 2017). Vehicle collisions have accounted for the deaths of many thousands of reptile, amphibian, mammal, bird, and arthropod fauna, and the impacts have often been found to be significant at the population level (Forman et al. 2003). Increased use of existing roads will increase wildlife fatalities (see Figure 7 in Kobylarz 2001). Members of some special-status species that are likely absent from the project site would be killed by traffic generated by the project, including California Species of Concern American badger (*Taxidea taxus*) and California specially protected mountain lion (*Puma concolor*). Nothing about these likely impacts is addressed in City of Banning (2017).

Across North America traffic impacts have taken devastating tolls on wildlife (Forman et al. 2003). In Canada, 3,562 birds were estimated killed per 100 km of road per year (Bishop and Brogan 2013), and the US estimate of avian mortality on roads is 2,200 to 8,405 deaths per 100 km per year, or 89 million to 340 million total per year (Loss et al. 2014). Local impacts can be more intense than nationally.

In a recent study of traffic-caused wildlife mortality, investigators found 1,275 carcasses of 49 species of mammals, birds, amphibians and reptiles over 15 months of searches along a 2.5 mile stretch of Vasco Road in Contra Costa County, California (Mendelsohn et al. 2009). Using carcass detection trials performed on land immediately adjacent to the traffic mortality study (Brown et al. 2016) to adjust the found fatalities for the proportion of fatalities not found due to scavenger removal and searcher error, the estimated traffic-caused fatalities was 12,187. This fatality estimate translates to a rate of 3,900 wild animals per mile per year killed along 2.5 miles of road in 1.25 years. In terms comparable to the national estimates, the estimates from the Mendelsohn et al. (2009) study would translate to 243,740 animals killed per 100 km of road per year, or 29 times that of Loss et al.'s (2014) upper bound estimate and 68 times the Canadian estimate. An analysis is needed of whether increased traffic on roads in and around Banning would similarly result in intense local impacts on wildlife.

Wildlife roadkill is not randomly distributed, so can be predicted. Causal factors include types of roadway, human population density, and temperature (Chen and Wu 2014), as well as time of day and adjacency and extent of vegetation cover (Chen and Wu 2014, Bartonička et al. 2018), and intersections with streams and riparian vegetation (Bartonička et al. 2018). For example, species of mammalian Carnivora are killed by vehicle traffic within 0.1 miles of stream crossings >40 times other than expected (K. S. Smallwood, 1989-2018 unpublished data). My findings suggest that the project might have particularly dire impacts on mammals attempting to cross West Lincoln where it intersects the deeply incised streambed just west of the project site. My site visit also suggested there is an ongoing wildlife mortality problem, as a desert cottontail had recently been killed on West Lincoln at the project site (Photo 4). The good news is that factors contributing to road mortality of wildlife can also point the way toward mitigation measures, which should be formulated in an EIR.

CUMULATIVE IMPACTS

The City of Banning (2017) has not performed a serious cumulative effects analysis. Its analysis consisted of two sentences, arbitrarily concluding that the project will not be growth-inducing and will not expand supporting infrastructure. These conclusions do not satisfy all of the CEQA standards for cumulative effects analysis, which include the standard of considering the effects of past, ongoing, and reasonably foreseeable future project impacts in the region.

When it comes to wildlife, cumulative effects can often be interpreted as effects on the numerical capacity (Smallwood 2015), breeding success, genetic diversity, or other population performance metrics expressed at the regional scale. In the case of migrating birds, the project's cumulative effects could be measured as numerical reductions of breeding birds at far-off breeding sites, as migrating adults and next-year's recruits lose access to stop-over habitat. These effects could be predicted and measured. If birds were to lose all stop-over habitat throughout San Geronio Pass, then the numerical capacity of migration might decline for multiple species. Unfortunately, little is known about stop-over habitat requirements, such as how often migrants lose their lives for lack of stop-over habitat. Nevertheless, crude assessments are possible and imperative.

An EIR needs to be prepared to appropriately analyze the project's contribution to cumulative impacts, especially the effects of habitat fragmentation (Smallwood 2015). It also needs to present mitigation measures to minimize impacts, or to compensate for cumulative impacts. An EIR should assess the combined impacts of all projects, including this one. An EIR is needed to formulate appropriate mitigation for cumulative window collisions and traffic-caused wildlife mortality.

MITIGATION

The sole mitigation measure posed by City of Banning (2017) is to pay the MSHCP mitigation fee. Given the lagging progress of the MSHCP, I suggest mitigating outside the MSHCP.

RECOMMENDED MEASURES

Detection Surveys

Detection surveys are needed to inform a project decision, as well as preconstruction take-avoidance surveys and the formulation of appropriate mitigation measures. Protocol-level detection surveys have been developed for most special-status species of wildlife, some of which overlap to various degrees in methodology. Without detection surveys, absence determinations lack foundation.

Once the detection surveys have been completed for burrowing owls according to CDFW (2012) standards, then any compensatory mitigation ought to be required per the recommendations of CDFW (2012).

Wildlife Movement

City of Banning (2019) provides no mitigation for adverse impacts on regional movement of wildlife, which is a significant issue in the San Geronio Pass. At a minimum, compensatory mitigation is needed in response to the project's impacts on wildlife movement, including impacts on birds and bats using the site as stop-over or staging habitat during migration. The proposed project site supports mature trees needed by bats and birds as stop-over habitat during long-distance dispersal or migration.

Fund Wildlife Rehabilitation Facilities

Compensatory mitigation ought also to include funding contributions to wildlife rehabilitation facilities to cover the costs of injured animals that will be delivered to these facilities for care. Most of the wildlife injuries will likely be caused by collisions with cars and trucks driven to and from the site. But the project's impacts can also be offset by funding the treatment of injuries to animals caused by other projects, electric distribution lines, cars, and local cats.

Thank you for your attention,



Shawn Smallwood, Ph.D.

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Curriculum Vitae

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Born May 3, 1963 in
Sacramento, California.
Married, father of two.

Ecologist

Expertise

- Finding solutions to controversial problems related to wildlife interactions with human industry, infrastructure, and activities;
- Wildlife monitoring and field study using GPS, thermal imaging, behavior surveys;
- Using systems analysis and experimental design principles to identify meaningful ecological patterns that inform management decisions.

Education

Ph.D. Ecology, University of California, Davis. September 1990.
M.S. Ecology, University of California, Davis. June 1987.
B.S. Anthropology, University of California, Davis. June 1985.
Corcoran High School, Corcoran, California. June 1981.

Experience

- 477 professional publications, including:
 - 81 peer reviewed publications
 - 24 in non-reviewed proceedings
 - 370 reports, declarations, posters and book reviews
 - 8 in mass media outlets
 - 87 public presentations of research results at meetings
 - Reviewed many professional papers and reports
 - Testified in 4 court cases.

Editing for scientific journals: Guest Editor, *Wildlife Society Bulletin*, 2012-2013, of invited papers representing international views on the impacts of wind energy on wildlife and how to mitigate the impacts. Associate Editor, *Journal of Wildlife Management*, March 2004 to 30 June 2007. Editorial Board Member, *Environmental Management*, 10/1999 to 8/2004. Associate Editor, *Biological Conservation*, 9/1994 to 9/1995.

Member, Alameda County Scientific Review Committee (SRC), August 2006 to April 2011. The

five-member committee investigated causes of bird and bat collisions in the Altamont Pass Wind Resource Area, and recommended mitigation and monitoring measures. The SRC reviewed the science underlying the Alameda County Avian Protection Program, and advised the County on how to reduce wildlife fatalities.

Consulting Ecologist, 2004-2007, California Energy Commission (CEC). Provided consulting services as needed to the CEC on renewable energy impacts, monitoring and research, and produced several reports. Also collaborated with Lawrence-Livermore National Lab on research to understand and reduce wind turbine impacts on wildlife.

Consulting Ecologist, 1999-2013, U.S. Navy. Performed endangered species surveys, hazardous waste site monitoring, and habitat restoration for the endangered San Joaquin kangaroo rat, California tiger salamander, California red-legged frog, California clapper rail, western burrowing owl, salt marsh harvest mouse, and other species at Naval Air Station Lemoore; Naval Weapons Station, Seal Beach, Detachment Concord; Naval Security Group Activity, Skaggs Island; National Radio Transmitter Facility, Dixon; and, Naval Outlying Landing Field Imperial Beach.

Fulbright Research Fellow, Indonesia, 1988. Tested use of new sampling methods for numerical monitoring of Sumatran tiger and six other species of endemic felids, and evaluated methods used by other researchers.

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EXHIBIT B



Technical Consultation, Data Analysis and
Litigation Support for the Environment

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February 18, 2019

Richard Drury
Lozeau Drury LLP
410 12th Street, Suite 250
Oakland, CA 94607

Subject: Comments on the Lawrence Equipment Industrial Warehouse

Dear Mr. Drury,

We have reviewed the January 2019 Mitigated Negative Declaration for the Lawrence Equipment Industrial Warehouse Project ("Project") located in the City of Banning ("City"). The Project Applicant proposes to construct a 146,890 square foot industrial warehouse for the expansion of an existing manufacturing business.

Our review concludes that the MND fails to adequately evaluate the Project's Air Quality impacts. As a result, emissions and health risk impacts associated with construction and operation of the proposed Project are underestimated and inadequately addressed. A Draft Environmental Impact Report (DEIR) should be prepared to adequately assess and mitigate the potential health risk and GHG impacts the Project may have on the surrounding environment.

Air Quality

Unsubstantiated Input Parameters Used to Estimate Project Emissions

The MND relies on emissions calculated from the California Emissions Estimator Model Version CalEEMod.2016.3.2 ("CalEEMod").¹ CalEEMod provides recommended default values based on site-specific information, such as land use type, meteorological data, total lot acreage, project type and typical equipment associated with project type. If more specific project information is known, the user can change the default values and input project-specific values, but the California Environmental Quality Act (CEQA) requires that such changes be justified by substantial evidence.² Once all of the values are inputted into the model, the Project's construction and operational emissions are calculated, and "output files" are generated. These output files disclose to the reader what parameters were utilized in

¹ CalEEMod website, available at: <http://www.caleemod.com/>

² CalEEMod User Guide, p. 2, 9, available at: http://www.aqmd.gov/docs/default-source/caleemod/01_user-39-s-guide2016-3-2_15november2017.pdf?sfvrsn=4

calculating the Project's air pollutant emissions, and make known which default values were changed as well as provide justification for the values selected.³

When we reviewed the Project's CalEEMod output files, we found that some values inputted into the model were not consistent with information disclosed in the MND. As a result, the Project's construction and operational emissions are greatly underestimated. A DEIR should be prepared to include an updated air quality analysis that adequately evaluates the impacts that construction and operation of the Project will have on local and regional air quality.

Fail to Include All Proposed Land Uses

According to the MND, the Applicant proposes to construct a "146,890 square-foot light manufacturing and warehouse building for the expansion of the existing manufacturing business. The proposed building would include 73,445 square-feet of light manufacturing, and 73,445 of Industrial warehousing" (pp.66). However, review of the CalEEMod output files demonstrates that the Project Applicant modeled the entire proposed building as a manufacturing land use (see excerpt below) (pp. 174).

Lawrence Equipment Riverside-South Coast, Summary Report

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Manufacturing	150.59	1000sqft	3.46	150,590.00	0
Other Asphalt Surfaces	76.38	1000sqft	1.75	76,375.00	0
Other Non-Asphalt Surfaces	40.15	1000sqft	0.52	40,150.00	0
Parking Lot	57.69	1000sqft	1.32	57,685.00	0

As the excerpt above demonstrates, the Project Applicant modeled emissions assuming that the entire proposed building would be used for manufacturing. The land use type and size features are used throughout CalEEMod to determine default variable and emission factors that go into the model's calculations.⁴ CalEEMod assigns each land use type with its own set of energy usage emission factors.⁵ By modeling the entire proposed building as manufacturing, the MND fails to account for the emissions that would be produced during construction and operation of the Project. As a result, the Project's emissions are underestimated.

³ CalEEMod User Guide, p. 7, 13, available at: http://www.aqmd.gov/docs/default-source/caleemod/01_user-39-s-guide2016-3-2_15november2017.pdf?sfvrsn=4 (A key feature of the CalEEMod program is the "remarks" feature, where the user explains why a default setting was replaced by a "user defined" value. These remarks are included in the report.)

⁴ CalEEMod User's Guide, available at: http://www.aqmd.gov/docs/default-source/caleemod/upgrades/2016.3/01_user-39-s-guide2016-3-1.pdf?sfvrsn=2, p. 17

⁵ CalEEMod User's Guide, Appendix D, available at: http://www.aqmd.gov/docs/default-source/caleemod/upgrades/2016.3/05_appendix-d2016-3-1.pdf?sfvrsn=2

Failure to Consider Impacts from Nearby Projects

The MND determines that the Project's cumulative impact would be less than significant (pp. 140). However, the MND fails to account for impacts from other warehouse projects within the area. As a result, the Project's incremental increase in criteria air pollutant emissions within the area, as well as its cumulative air quality impact, are misrepresented.

Review of the MND demonstrates that the Project Applicant fails to identify or evaluate any related projects near the site. However, there are multiple warehouse projects that have been proposed within the City of Banning. For example, the Banning Distribution Center proposes to construct a 1,000,000 square foot warehouse approximately 2.5 miles from the Project site.⁶ Additionally, the Banning Business Park proposes to construct 12 office/warehouse buildings on a 63.98-acre site approximately 2.25 miles from the Project site.⁷ Therefore, the MND's less than significant cumulative impact finding is incorrect and unsubstantiated (pp. 140). These projects are or will be under construction or in operation - and thus will produce pollutant emissions - around the same time as the proposed Project. Moreover, the failure to evaluate the Project's potential cumulative air quality impact is incorrect, according to Section 15064(h)(1) of the CEQA Guidelines,

"The cumulative impact from several projects is the change in the environment which results from the incremental impact of the project when added to other closely related past, present, and reasonably foreseeable probable future projects. Cumulative impacts can result from individually minor but collectively significant projects taking place over a period of time".⁸

Thus, simply because a Project's individual emissions do not exceed thresholds does not mean that the Project will inherently have a less-than-significant cumulative air quality impact. The fact that the MND found the Project's individual construction emissions to not exceed South Coast Air Quality Management District's (SCAQMD) thresholds does not mean that the Project, in combination with the surrounding warehouses, will not have a cumulatively considerable impact on both local and regional air quality. As such, the cumulative impact should have been evaluated in order to determine the cumulative air quality impact that construction and operation of the Project may have on the surrounding environment.

Diesel Particulate Matter Health Risk Emissions Inadequately Evaluated

The Project Applicant determines that the health risk posed to a sensitive receptor during Project construction and operation would have "No Impact" (pp. 140). However, the Applicant fails to prepare a quantitative construction or operational health risk (pp. 141). The Applicant attempts to justify this by saying,

"The closest sensitive receptor is 1,575 feet north with the SFPP Railway and Interstate 10 between the project site and the sensitive receptors. The prevailing wind is from the northwest

⁶ <http://www.ci.banning.ca.us/ArchiveCenter/ViewFile/Item/1775>

⁷ http://banning.ca.us/DocumentCenter/View/713/16370002_Initial-Study_03-24-2010?bidId=

⁸ "CEQA Guidelines for Cumulative and Indirect Impacts." California Department of Transportation, March, 2014, available at: http://www.dot.ca.gov/ser/cumulative_guidance/ceqa_guidelines.htm

to the southeast. The impact of substantial pollutant concentrations to sensitive receptors is less than significant” (pp. 141).

This justification for claiming a less than significant health risk impact without conducting a quantified construction or operational HRA, however, is incorrect for several reasons.

First, the MND incorrectly states that, “The closest sensitive receptor is 1,575 feet north.” Review of the MND demonstrates that the Project Applicant also states, “The site is surrounded by the single family residential developments to the south and west” (pp. 65). Review of Google Earth demonstrates that these single-family residents to the south and west of the Project site are approximately 116 feet from the Project site, much closer than the sensitive receptor identified 1,575 feet north of the site (see excerpt below; nearby residential receptors outlined in red).



The excerpt above shows that the nearest residential receptors are directly across the street from the Project site, not across the nearby Railway and Interstate 10. As a result, the failure to conduct a quantitative construction or operational HRA leaves a large gap in the Applicant’s analysis as the risk posed to these nearby sensitive receptors is unknown.

Second, the omission of a quantified HRA is inconsistent with the most recent guidance published by Office of Environmental Health Hazard Assessment (OEHHA), the organization responsible for providing recommendations and guidance on how to conduct HRAs in California. In February of 2015, OEHHA released its most recent *Risk Assessment Guidelines: Guidance Manual for Preparation of Health Risk*

Assessments, which was formally adopted in March of 2015.⁹ This guidance document describes the types of projects that warrant the preparation of an HRA. As previously stated, grading and construction activities for the proposed Project will produce emissions of DPM through the exhaust stacks of construction equipment over an approximate 15-month period.¹⁰ The OEHHA document recommends that all short-term projects lasting at least two months be evaluated for cancer risks to nearby sensitive receptors.¹¹ Once construction is complete, Project operation will generate truck trips, which will generate additional exhaust emissions, thus continuing to expose nearby sensitive receptors to DPM emissions. The OEHHA document recommends that exposure from projects lasting more than 6 months should be evaluated for the duration of the project and recommends that an exposure duration of 30 years be used to estimate individual cancer risk for the maximally exposed individual resident (MEIR).¹² Even though we were not provided with the expected lifetime of the Project, we can reasonably assume that the Project will operate for at least 30 years, if not more. Therefore, per OEHHA guidelines, health risk impacts from Project construction and operation should have been evaluated in an HRA. These recommendations reflect the most recent HRA policy, and as such, an assessment of health risks to nearby sensitive receptors from construction and operation should be included in a DEIR.

In an effort to demonstrate the potential risk posed by Project construction and operation to nearby sensitive receptors, we prepared a simple screening-level HRA. The results of our assessment, as described below, provide substantial evidence that the Project's construction and operational DPM emissions may result in a potentially significant health risk impact that was not previously identified.

In order to conduct our screening level risk assessment we relied upon AERSCREEN, which is a screening level air quality dispersion model.¹³ The model replaced SCREEN3, and AERSCREEN is included in the OEHHA¹⁴ and the California Air Pollution Control Officers Associated (CAPCOA)¹⁵ guidance as the appropriate air dispersion model for Level 2 health risk screening assessments ("HRSAs"). A Level 2 HRSA utilizes a limited amount of site-specific information to generate maximum reasonable downwind concentrations of air contaminants to which nearby sensitive receptors may be exposed. If an

⁹ "Risk Assessment Guidelines Guidance Manual for Preparation of Health Risk Assessments." OEHHA, February 2015, available at: http://oehha.ca.gov/air/hot_spots/hotspots2015.html

¹⁰ The MND fails to specify the construction duration, nor does the CalEEMod summary table outputs provided. As a result, we prepared an updated CalEEMod model that updates the land uses to include manufacturing and warehousing. Additionally, consistent with the MND's CalEEMod output files, we also included the demolition of the concrete house pads. The rest of our modeling relies on CalEEMod defaults. Based on the inputs provided, our modeling indicated that construction would occur over approximately 15 months (447 days).

¹¹ "Risk Assessment Guidelines Guidance Manual for Preparation of Health Risk Assessments." OEHHA, February 2015, available at: http://oehha.ca.gov/air/hot_spots/2015/2015GuidanceManual.pdf, p. 8-18

¹² "Risk Assessment Guidelines Guidance Manual for Preparation of Health Risk Assessments." OEHHA, February 2015, available at: http://oehha.ca.gov/air/hot_spots/2015/2015GuidanceManual.pdf, p. 8-6, 8-15

¹³ "AERSCREEN Released as the EPA Recommended Screening Model," USEPA, April 11, 2011, available at: http://www.epa.gov/ttn/scram/guidance/clarification/20110411_AERSCREEN_Release_Memo.pdf

¹⁴ "Risk Assessment Guidelines Guidance Manual for Preparation of Health Risk Assessments." OEHHA, February 2015, available at: http://oehha.ca.gov/air/hot_spots/2015/2015GuidanceManual.pdf

¹⁵ "Health Risk Assessments for Proposed Land Use Projects," CAPCOA, July 2009, available at: http://www.capcoa.org/wp-content/uploads/2012/03/CAPCOA_HRA_LU_Guidelines_8-6-09.pdf

unacceptable air quality hazard is determined to be possible using AERSCREEN, a more refined modeling approach is required prior to approval of the Project.

We prepared a preliminary HRA of the Project's health-related impact to sensitive receptors using the annual PM10 exhaust estimates from the SWAPE's annual CalEEMod output files. According to Google Earth, the closest residential receptor is approximately 116 feet, or 34 meters, from the Project site. Consistent with recommendations set forth by OEHHA, we used a residential exposure duration of 30 years, starting from the 3rd trimester stage of life. We also assumed that construction and operation of the Project would occur in quick succession, with no gaps between each Project phase. SWAPE's annual CalEEMod model's annual emissions indicate that construction activities will generate approximately 341 pounds of DPM over the 15-month, or approximately 447-day construction period. The AERSCREEN model relies on a continuous average emission rate to simulate maximum downward concentrations from point, area, and volume emission sources. To account for the variability in equipment usage and truck trips over Project construction, we calculated an average DPM emission rate by the following equation.

$$\text{Emission Rate } \left(\frac{\text{grams}}{\text{second}} \right) = \frac{340.8 \text{ lbs}}{447 \text{ days}} \times \frac{453.6 \text{ grams}}{\text{lbs}} \times \frac{1 \text{ day}}{24 \text{ hours}} \times \frac{1 \text{ hour}}{3,600 \text{ seconds}} = 0.004003 \text{ g/s}$$

Using this equation, we estimated a construction emission rate of 0.004003 grams per second (g/s). SWAPE's annual CalEEMod output files indicate that operational activities will generate approximately 30 pounds of DPM per year over the 28.8-years of operation. Applying the same equation used to estimate the construction DPM emission rate, we estimated the following emission rate for Project operation.

$$\text{Emission Rate } \left(\frac{\text{grams}}{\text{second}} \right) = \frac{29.8 \text{ lbs}}{365 \text{ days}} \times \frac{453.6 \text{ grams}}{\text{lbs}} \times \frac{1 \text{ day}}{24 \text{ hours}} \times \frac{1 \text{ hour}}{3,600 \text{ seconds}} = 0.000429 \text{ g/s}$$

Using this equation, we estimated an operational emission rate of 0.000429 g/s. Construction and operational activity was simulated as a 6.7-acre rectangle area source in AERSCREEN, with dimensions of 200 meters by 136 meters. A release height of three meters was selected to represent the height of exhaust stacks on operational equipment and other heavy-duty vehicles, and an initial vertical dimension of one and a half meters was used to simulate instantaneous plume dispersion upon release. An urban meteorological setting was selected with model-default inputs for wind speed and direction distribution.

The AERSCREEN model generates maximum reasonable estimates of single-hour DPM concentrations from the Project site. EPA guidance suggests that in screening procedures, the annualized average concentration of an air pollutant be estimated by multiplying the single-hour concentration by 10%.¹⁶ For example, for the MEIR the single-hour concentration estimated by AERSCREEN for Project construction is approximately 4.423 µg/m³ DPM at approximately 25 meters downwind. Multiplying this

¹⁶ http://www.epa.gov/ttn/scram/guidance/guide/EPA-454R-92-019_OCR.pdf

single-hour concentration by 10%, we get an annualized average concentration of 0.4423 $\mu\text{g}/\text{m}^3$ for Project construction at the MEIR. For Project operation, the single-hour concentration at the MEIR estimated by AERSCREEN is approximately 0.4707 $\mu\text{g}/\text{m}^3$ DPM at approximately 25 meters downwind. Multiplying this single-hour concentration by 10%, we get an annualized average concentration of 0.04707 $\mu\text{g}/\text{m}^3$ for Project operation at the MEIR.

We calculated the excess cancer risk to the residential receptors located closest to the Project site using applicable HRA methodologies prescribed by OEHHA and the SCAQMD. Consistent with the construction schedule proposed by CalEEMod defaults, the annualized average concentration for construction was used for the entire 3rd trimester of pregnancy (0.25 years) and the first 0.95-years of the infantile stage of life (0-2 years). The annualized average concentration for operation was used for the remainder of the 30-year exposure period, which makes up the remainder of the infantile stage of life (0-2 years), child stages of life (2 to 16 years) and adult stages of life (16 to 30 years). Consistent with OEHHA guidance, we used Age Sensitivity Factors (ASFs) to account for the heightened susceptibility of young children to the carcinogenic toxicity of air pollution.¹⁷ According to the updated guidance, quantified cancer risk should be multiplied by a factor of ten during the first two years of life (infant) and should be multiplied by a factor of three during the child stage of life (2 to 16 years). Furthermore, in accordance with guidance set forth by OEHHA, we used 95th percentile breathing rates for infants.¹⁸ Finally, according to SCAQMD guidance, we used a Fraction of Time At Home (FAH) Value of 1 for the 3rd trimester, infant, and child receptors and we used a FAH Value of 0.73 for the adult receptors.¹⁹ We used a cancer potency factor of 1.1 (mg/kg-day)⁻¹ and an averaging time of 25,550 days. The results of our calculations are shown below.

The Maximum Exposed Individual at an Existing Residential Receptor (MEIR)					
Activity	Duration (years)	Concentration ($\mu\text{g}/\text{m}^3$)	Breathing Rate (L/kg-day)	ASF	Cancer Risk
Construction	0.25	0.4423	361	10	6.0E-06
3rd Trimester Duration	0.25			3rd Trimester Exposure	6.0E-06
Construction	0.95	0.4423	1090	10	6.9E-05
Operation	1.05	0.04707	1090	10	8.1E-06
Infant Exposure Duration	2.00			Infant Exposure	7.7E-05
Operation	13.00	0.04707	572	3	1.6E-05
Child Exposure Duration	14.00			Child Exposure	1.6E-05

¹⁷ "Risk Assessment Guidelines Guidance Manual for Preparation of Health Risk Assessments." OEHHA, February 2015, available at: <https://oehha.ca.gov/media/downloads/crn/2015guidancemanual.pdf>

¹⁸ "Supplemental Guidelines for Preparing Risk Assessments for the Air Toxics 'Hot Spots' Information and Assessment Act," June 5, 2015, available at: <http://www.aqmd.gov/docs/default-source/planning/risk-assessment/ab2588-risk-assessment-guidelines.pdf?sfvrsn=6>, p. 19

"Risk Assessment Guidelines Guidance Manual for Preparation of Health Risk Assessments." OEHHA, February 2015, available at: <https://oehha.ca.gov/media/downloads/crn/2015guidancemanual.pdf>

¹⁹ "Risk Assessment Procedures for Rules 1401, 1401.1, and 212." SCAQMD, August 2017, available at: http://www.aqmd.gov/docs/default-source/rule-book/Proposed-Rules/1401/riskassessmentprocedures_2017_080717.pdf, p. 7

Operation	14.00	0.04707	261	1	1.9E-06
Adult Exposure Duration	14.00			Adult Exposure	1.9E-06
Lifetime Exposure Duration	30.00			Lifetime Exposure	1.0E-04

The excess cancer risk posed to adults, children, infants, and during the third trimester of pregnancy at the MEIR located approximately 25 meters away, over the course of Project construction and operation are approximately 1.9, 16, 77, and 6 in one million, respectively. Furthermore, the excess cancer risk over the course of a residential lifetime (30 years) at the MEIR is approximately 100 in one million. Consistent with OEHHA guidance, exposure was assumed to begin in the third trimester of pregnancy to provide the most conservative estimates of air quality hazards. The infant, child, and lifetime cancer risks exceed the SCAQMD threshold of 10 in one million.

It should be noted that the screening HRA only calculates the health risk posed from the construction and operation of the new Lawrence Equipment Warehouse. The actual health risk posed to the nearest sensitive receptor by the entire Lawrence Equipment facility on the 19.69-acre site would most likely be much higher. It should also be noted that our analysis represents a screening-level HRA, which is known to be more conservative, and tends to err on the side of health protection.²⁰ The purpose of a screening-level HRA, however, is to determine if a more refined HRA needs to be conducted. If the results of a screening-level health risk are above applicable thresholds, then the Project needs to conduct a more refined HRA that is more representative of site specific concentrations. Our screening-level HRA demonstrates that construction and operation of the Project could result in a potentially significant health risk impact, when correct exposure assumptions and up-to-date, applicable guidance are used. As a result, a refined HRA must be prepared to examine public health impacts generated by Project construction and operation using site-specific meteorology and specific equipment usage schedules. A DEIR must be prepared to adequately evaluate the Project's health risk impact, and should include additional mitigation measures to reduce these impacts to a less-than-significant level.

Additionally, as previously mentioned, the cumulative impact was not evaluated by the MND. As a result, the health risk posed to this receptor in conjunction with nearby existing and proposed warehouses is unknown. Prior to Project approval, the cumulative health risk impact should also be evaluated and quantified.

SWAPE has received limited discovery regarding this project. Additional information may become available in the future; thus, we retain the right to revise or amend this report when additional information becomes available. Our professional services have been performed using that degree of care and skill ordinarily exercised, under similar circumstances, by reputable environmental consultants practicing in this or similar localities at the time of service. No other warranty, expressed or implied, is made as to the scope of work, work methodologies and protocols, site conditions, analytical testing results, and findings presented. This report reflects efforts which were limited to information that was reasonably accessible at the time of the work, and may contain informational gaps, inconsistencies, or

²⁰ http://oehha.ca.gov/air/hot_spots/2015/2015GuidanceManual.pdf p. 1-5

otherwise be incomplete due to the unavailability or uncertainty of information obtained or provided by third parties.

Sincerely,

A handwritten signature in cursive script, appearing to read "M Hagemann".

Matt Hagemann, P.G., C.Hg.

A handwritten signature in cursive script, appearing to read "Kaitlyn Heck".

Kaitlyn Heck

lawrenceconstruction

Start date and time 02/15/19 14:57:14

AERSCREEN 16216

Lawrence Equipment Construction

Lawrence Equipment Construction

----- DATA ENTRY VALIDATION -----

METRIC

ENGLISH

** AREADATA **

Emission Rate: 0.403E-02 g/s 0.320E-01 lb/hr

Area Height: 3.00 meters 9.84 feet

Area Source Length: 200.00 meters 656.17 feet

Area Source Width: 136.00 meters 446.19 feet

Vertical Dimension: 1.50 meters 4.92 feet

Model Mode: URBAN

Population: 31230

Dist to Ambient Air: 1.0 meters 3. feet

** BUILDING DATA **

lawrenceconstruction

No Building Downwash Parameters

** TERRAIN DATA **

No Terrain Elevations

Source Base Elevation: 0.0 meters 0.0 feet

Probe distance: 5000. meters 16404. feet

No flagpole receptors

No discrete receptors used

** FUMIGATION DATA **

No fumigation requested

** METEOROLOGY DATA **

Min/Max Temperature: 250.0 / 310.0 K -9.7 / 98.3 Deg F

lawrenceconstruction

Minimum Wind Speed: 0.5 m/s

Anemometer Height: 10.000 meters

Dominant Surface Profile: Urban

Dominant Climate Type: Average Moisture

Surface friction velocity (u^*): not adjusted

DEBUG OPTION OFF

AERSCREEN output file:

lawrenceconstruction.out

*** AERSCREEN Run is Ready to Begin

No terrain used, AERMAP will not be run

lawrenceconstruction

SURFACE CHARACTERISTICS & MAKEMET

Obtaining surface characteristics...

Using AERMET seasonal surface characteristics for Urban with Average Moisture

Season	Albedo	Bo	zo
Winter	0.35	1.50	1.000
Spring	0.14	1.00	1.000
Summer	0.16	2.00	1.000
Autumn	0.18	2.00	1.000

Creating met files aerscreen_01_01.sfc & aerscreen_01_01.pfl

Creating met files aerscreen_02_01.sfc & aerscreen_02_01.pfl

Creating met files aerscreen_03_01.sfc & aerscreen_03_01.pfl

Creating met files aerscreen_04_01.sfc & aerscreen_04_01.pfl

Buildings and/or terrain present or rectangular area source, skipping probe

FLOWSECTOR started 02/15/19 15:02:06

lawrenceconstruction

Running AERMOD

Processing Winter

Processing surface roughness sector 1

Processing wind flow sector 1

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Winter sector 0

***** WARNING MESSAGES *****

*** NONE ***

Processing wind flow sector 2

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Winter sector 5

***** WARNING MESSAGES *****

*** NONE ***

Processing wind flow sector 3

lawrenceconstruction
AERMOD Finishes Successfully for FLOWSECTOR stage 2 Winter sector 10

***** WARNING MESSAGES *****

*** NONE ***

Processing wind flow sector 4

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Winter sector 15

***** WARNING MESSAGES *****

*** NONE ***

Processing wind flow sector 5

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Winter sector 20

***** WARNING MESSAGES *****

*** NONE ***

Processing wind flow sector 6

lawrenceconstruction
AERMOD Finishes Successfully for FLOWSECTOR stage 2 Winter sector 25

***** WARNING MESSAGES *****

*** NONE ***

Processing wind flow sector 7

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Winter sector 30

***** WARNING MESSAGES *****

*** NONE ***

Processing wind flow sector 8

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Winter sector 35

***** WARNING MESSAGES *****

*** NONE ***

Running AERMOD

Processing Spring

lawrenceconstruction

Processing surface roughness sector 1

Processing wind flow sector 1

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Spring sector 0

***** WARNING MESSAGES *****

*** NONE ***

Processing wind flow sector 2

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Spring sector 5

***** WARNING MESSAGES *****

*** NONE ***

Processing wind flow sector 3

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Spring sector 10

lawrenceconstruction
***** WARNING MESSAGES *****

*** NONE ***

Processing wind flow sector 4

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Spring sector 15

***** WARNING MESSAGES *****

*** NONE ***

Processing wind flow sector 5

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Spring sector 20

***** WARNING MESSAGES *****

*** NONE ***

Processing wind flow sector 6

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Spring sector 25

lawrenceconstruction
***** WARNING MESSAGES *****

*** NONE ***

Processing wind flow sector 7

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Spring sector 30

***** WARNING MESSAGES *****

*** NONE ***

Processing wind flow sector 8

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Spring sector 35

***** WARNING MESSAGES *****

*** NONE ***

Running AERMOD

Processing Summer

Processing surface roughness sector 1

lawrenceconstruction

Processing wind flow sector 1

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Summer sector 0

***** WARNING MESSAGES *****

*** NONE ***

Processing wind flow sector 2

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Summer sector 5

***** WARNING MESSAGES *****

*** NONE ***

Processing wind flow sector 3

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Summer sector 10

***** WARNING MESSAGES *****

*** NONE ***

lawrenceconstruction

Processing wind flow sector 4

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Summer sector 15

***** WARNING MESSAGES *****

*** NONE ***

Processing wind flow sector 5

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Summer sector 20

***** WARNING MESSAGES *****

*** NONE ***

Processing wind flow sector 6

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Summer sector 25

***** WARNING MESSAGES *****

*** NONE ***

lawrenceconstruction

Processing wind flow sector 7

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Summer sector 30

***** WARNING MESSAGES *****

*** NONE ***

Processing wind flow sector 8

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Summer sector 35

***** WARNING MESSAGES *****

*** NONE ***

Running AERMOD

Processing Autumn

Processing surface roughness sector 1

lawrenceconstruction
Processing wind flow sector 1

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Autumn sector 0

***** WARNING MESSAGES *****

*** NONE ***

Processing wind flow sector 2

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Autumn sector 5

***** WARNING MESSAGES *****

*** NONE ***

Processing wind flow sector 3

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Autumn sector 10

***** WARNING MESSAGES *****

*** NONE ***

lawrenceconstruction
Processing wind flow sector 4

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Autumn sector 15

***** WARNING MESSAGES *****

*** NONE ***

Processing wind flow sector 5

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Autumn sector 20

***** WARNING MESSAGES *****

*** NONE ***

Processing wind flow sector 6

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Autumn sector 25

***** WARNING MESSAGES *****

*** NONE ***

lawrenceconstruction
Processing wind flow sector 7

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Autumn sector 30

***** WARNING MESSAGES *****

*** NONE ***

Processing wind flow sector 8

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Autumn sector 35

***** WARNING MESSAGES *****

*** NONE ***

FLOWSECTOR ended 02/15/19 15:02:32

REFINE started 02/15/19 15:02:32

AERMOD Finishes Successfully for REFINE stage 3 Winter sector 0

***** WARNING MESSAGES *****

*** NONE ***

REFINE lawrenceconstruction
ended 02/15/19 15:02:34

AERSCREEN Finished Successfully

With no errors or warnings

Check log file for details

Ending date and time 02/15/19 15:02:35

lawrenceconstruction_max_conc_distance													
Concentration		Distance		Elevation	Diag	Season/Month		Zo sector		Date			
H0	U*	W*	DT/DZ	ZICNV	ZIMCH	M-O	LEN	Z0	BOWEN	ALBEDO	REF	WS	HT
REF	TA	HT											
	0.40407E+01		1.00	0.00	25.0		Winter		0-360		10011001		
-1.30	0.043	-9.000	0.020	-999.	21.		6.0 1.000	1.50	0.35		0.50	10.0	
310.0	2.0												
	0.44234E+01		25.00	0.00	0.0		Winter		0-360		10011001		
-1.30	0.043	-9.000	0.020	-999.	21.		6.0 1.000	1.50	0.35		0.50	10.0	
310.0	2.0												
	0.48126E+01		50.00	0.00	0.0		Winter		0-360		10011001		
-1.30	0.043	-9.000	0.020	-999.	21.		6.0 1.000	1.50	0.35		0.50	10.0	
310.0	2.0												
	0.51486E+01		75.00	0.00	0.0		Winter		0-360		10011001		
-1.30	0.043	-9.000	0.020	-999.	21.		6.0 1.000	1.50	0.35		0.50	10.0	
310.0	2.0												
	0.54441E+01		100.00	0.00	5.0		Winter		0-360		10011001		
-1.30	0.043	-9.000	0.020	-999.	21.		6.0 1.000	1.50	0.35		0.50	10.0	
310.0	2.0												
*	0.54553E+01		101.00	0.00	5.0		Winter		0-360		10011001		
-1.30	0.043	-9.000	0.020	-999.	21.		6.0 1.000	1.50	0.35		0.50	10.0	
310.0	2.0												
	0.49704E+01		125.00	0.00	35.0		Winter		0-360		10011001		
-1.30	0.043	-9.000	0.020	-999.	21.		6.0 1.000	1.50	0.35		0.50	10.0	
310.0	2.0												
	0.36315E+01		150.00	0.00	30.0		Winter		0-360		10011001		
-1.30	0.043	-9.000	0.020	-999.	21.		6.0 1.000	1.50	0.35		0.50	10.0	
310.0	2.0												
	0.29400E+01		175.00	0.00	30.0		Winter		0-360		10011001		
-1.30	0.043	-9.000	0.020	-999.	21.		6.0 1.000	1.50	0.35		0.50	10.0	
310.0	2.0												
	0.24551E+01		200.00	0.00	30.0		Winter		0-360		10011001		
-1.30	0.043	-9.000	0.020	-999.	21.		6.0 1.000	1.50	0.35		0.50	10.0	
310.0	2.0												
	0.21247E+01		225.00	0.00	25.0		Winter		0-360		10011001		
-1.30	0.043	-9.000	0.020	-999.	21.		6.0 1.000	1.50	0.35		0.50	10.0	
310.0	2.0												
	0.18900E+01		250.00	0.00	0.0		Winter		0-360		10011001		
-1.30	0.043	-9.000	0.020	-999.	21.		6.0 1.000	1.50	0.35		0.50	10.0	
310.0	2.0												
	0.17024E+01		275.00	0.00	0.0		Winter		0-360		10011001		
-1.30	0.043	-9.000	0.020	-999.	21.		6.0 1.000	1.50	0.35		0.50	10.0	
310.0	2.0												
	0.15433E+01		300.00	0.00	0.0		Winter		0-360		10011001		
-1.30	0.043	-9.000	0.020	-999.	21.		6.0 1.000	1.50	0.35		0.50	10.0	
310.0	2.0												
	0.14078E+01		325.00	0.00	0.0		Winter		0-360		10011001		
-1.30	0.043	-9.000	0.020	-999.	21.		6.0 1.000	1.50	0.35		0.50	10.0	
310.0	2.0												

lawrenceconstruction_max_conc_distance										
0.12917E+01	350.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.11903E+01	375.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.11015E+01	400.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.10243E+01	425.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.95483E+00	450.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.89358E+00	475.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.83844E+00	500.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.78919E+00	525.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.74460E+00	550.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.70369E+00	575.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.66679E+00	600.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.63338E+00	625.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.60259E+00	650.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.57389E+00	675.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.54767E+00	700.00	0.00	5.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.52349E+00	725.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										

lawrenceconstruction_max_conc_distance										
0.50125E+00	750.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.48047E+00	775.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.46108E+00	800.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.44301E+00	825.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.42605E+00	850.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.41022E+00	875.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.39544E+00	900.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.38159E+00	925.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.36845E+00	950.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.35603E+00	975.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.34435E+00	1000.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.33335E+00	1025.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.32296E+00	1050.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.31314E+00	1075.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.30376E+00	1100.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.29486E+00	1125.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										

lawrenceconstruction_max_conc_distance											
0.28642E+00	1150.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.27840E+00	1175.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.27074E+00	1200.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.26339E+00	1225.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.25638E+00	1250.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.24971E+00	1275.00	0.00	5.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.24337E+00	1300.00	0.00	5.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.23728E+00	1325.00	0.00	5.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.23143E+00	1350.00	0.00	5.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.22582E+00	1375.00	0.00	5.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.22048E+00	1400.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.21535E+00	1425.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.21044E+00	1450.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.20572E+00	1475.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.20119E+00	1500.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.19679E+00	1525.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											

lawrenceconstruction_max_conc_distance											
0.19256E+00	1550.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.18848E+00	1575.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.18456E+00	1600.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.18076E+00	1625.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.17707E+00	1650.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.17351E+00	1675.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.17008E+00	1700.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.16676E+00	1725.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.16356E+00	1750.00	0.00	5.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.16047E+00	1775.00	0.00	5.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.15747E+00	1800.00	0.00	5.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.15457E+00	1825.00	0.00	5.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.15177E+00	1850.00	0.00	5.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.14905E+00	1875.00	0.00	10.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.14642E+00	1900.00	0.00	10.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.14386E+00	1924.99	0.00	10.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											

lawrenceconstruction_max_conc_distance										
0.14138E+00	1950.00	0.00	5.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.13898E+00	1975.00	0.00	5.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.13664E+00	2000.00	0.00	5.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.13438E+00	2025.00	0.00	5.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.13218E+00	2050.00	0.00	5.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.13003E+00	2075.00	0.00	5.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.12795E+00	2100.00	0.00	5.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.12593E+00	2125.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.12397E+00	2150.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.12206E+00	2175.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.12020E+00	2200.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.11839E+00	2225.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.11663E+00	2250.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.11491E+00	2275.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.11323E+00	2300.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.11159E+00	2325.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										

lawrenceconstruction_max_conc_distance										
0.11000E+00	2350.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.10844E+00	2375.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.10691E+00	2400.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.10688E+00	2425.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.10539E+00	2450.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.10394E+00	2475.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.10251E+00	2500.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.10113E+00	2525.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.99773E-01	2550.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.98450E-01	2575.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.97156E-01	2600.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.95892E-01	2625.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.94655E-01	2650.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.93447E-01	2675.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.92264E-01	2700.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.91108E-01	2725.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										

lawrenceconstruction_max_conc_distance											
0.89976E-01	2750.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.88868E-01	2775.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.87784E-01	2800.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.86722E-01	2825.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.85683E-01	2850.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.84665E-01	2875.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.83667E-01	2900.00	0.00	5.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.82690E-01	2925.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.81733E-01	2950.00	0.00	5.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.80794E-01	2975.00	0.00	10.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.79874E-01	3000.00	0.00	5.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.78972E-01	3025.00	0.00	10.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.78088E-01	3050.00	0.00	5.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.77220E-01	3075.00	0.00	10.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.76369E-01	3100.00	0.00	5.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.75534E-01	3125.00	0.00	10.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											

lawrenceconstruction_max_conc_distance											
0.74715E-01	3150.00	0.00	5.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.73911E-01	3174.99	0.00	10.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.73122E-01	3200.00	0.00	5.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.72348E-01	3225.00	0.00	10.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.71587E-01	3250.00	0.00	5.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.70841E-01	3275.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.70107E-01	3300.00	0.00	5.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.69387E-01	3325.00	0.00	15.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.68679E-01	3350.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.67984E-01	3375.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.67301E-01	3400.00	0.00	20.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.66630E-01	3425.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.65970E-01	3450.00	0.00	15.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.65322E-01	3475.00	0.00	20.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.64684E-01	3500.00	0.00	20.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.64057E-01	3525.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											

lawrenceconstruction_max_conc_distance											
0.63441E-01	3550.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.62835E-01	3575.00	0.00	15.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.62239E-01	3600.00	0.00	5.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.61652E-01	3625.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.61075E-01	3650.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.60507E-01	3675.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.59949E-01	3700.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.59399E-01	3724.99	0.00	20.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.58858E-01	3750.00	0.00	15.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.58325E-01	3775.00	0.00	15.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.57801E-01	3800.00	0.00	20.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.57285E-01	3825.00	0.00	5.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.56777E-01	3849.99	0.00	15.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.56276E-01	3875.00	0.00	5.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.55783E-01	3900.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.55298E-01	3925.00	0.00	5.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											

lawrenceconstruction_max_conc_distance											
0.54819E-01	3950.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.54348E-01	3975.00	0.00	5.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.53884E-01	4000.00	0.00	10.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.53427E-01	4025.00	0.00	5.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.52977E-01	4050.00	0.00	30.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.52533E-01	4074.99	0.00	35.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.52095E-01	4100.00	0.00	25.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.51663E-01	4125.00	0.00	5.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.51238E-01	4149.99	0.00	20.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.50819E-01	4175.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.50406E-01	4200.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.49998E-01	4225.00	0.00	5.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.49596E-01	4250.00	0.00	15.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.49200E-01	4275.00	0.00	15.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.48809E-01	4300.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.48424E-01	4325.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											

lawrenceconstruction_max_conc_distance											
0.48043E-01	4350.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.47668E-01	4375.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.47298E-01	4400.00	0.00	10.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.46933E-01	4425.00	0.00	10.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.46573E-01	4449.99	0.00	10.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.46217E-01	4475.00	0.00	5.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.45867E-01	4500.00	0.00	10.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.45520E-01	4525.00	0.00	10.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.45179E-01	4550.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.44841E-01	4575.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.44508E-01	4600.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.44180E-01	4625.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.43855E-01	4650.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.43535E-01	4675.00	0.00	15.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.43218E-01	4700.00	0.00	15.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.42906E-01	4725.00	0.00	25.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											

lawrenceconstruction_max_conc_distance											
0.42597E-01	4750.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.42293E-01	4775.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.41992E-01	4800.00	0.00	5.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.41694E-01	4825.00	0.00	15.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.41401E-01	4850.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.41111E-01	4875.00	0.00	30.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.40824E-01	4900.00	0.00	5.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.40541E-01	4924.99	0.00	15.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.40261E-01	4950.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.39985E-01	4975.00	0.00	15.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.39712E-01	5000.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											

lawrenceoperation

Start date and time 02/15/19 15:03:07

AERSCREEN 16216

Lawrence Equipment Operation

----- DATA ENTRY VALIDATION -----

METRIC	ENGLISH
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** AREADATA ** -----

Emission Rate:	0.429E-03 g/s	0.340E-02 lb/hr
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Area Height:	3.00 meters	9.84 feet
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Area Source Length:	200.00 meters	656.17 feet
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Area Source Width:	136.00 meters	446.19 feet
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Vertical Dimension:	1.50 meters	4.92 feet
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Model Mode:	URBAN
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Population:	31230
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Dist to Ambient Air:	1.0 meters	3. feet
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** BUILDING DATA **

No Building Downwash Parameters

lawrenceoperation

** TERRAIN DATA **

No Terrain Elevations

Source Base Elevation: 0.0 meters 0.0 feet

Probe distance: 5000. meters 16404. feet

No flagpole receptors

No discrete receptors used

** FUMIGATION DATA **

No fumigation requested

** METEOROLOGY DATA **

Min/Max Temperature: 250.0 / 310.0 K -9.7 / 98.3 Deg F

Minimum Wind Speed: 0.5 m/s

lawrenceoperation

Anemometer Height: 10.000 meters

Dominant Surface Profile: Urban

Dominant Climate Type: Average Moisture

Surface friction velocity (u^*): not adjusted

DEBUG OPTION OFF

AERSCREEN output file:

lawrenceoperation.out

*** AERSCREEN Run is Ready to Begin

No terrain used, AERMAP will not be run

SURFACE CHARACTERISTICS & MAKEMET

lawrenceoperation
Obtaining surface characteristics...

Using AERMET seasonal surface characteristics for Urban with Average Moisture

Season	Albedo	Bo	zo
Winter	0.35	1.50	1.000
Spring	0.14	1.00	1.000
Summer	0.16	2.00	1.000
Autumn	0.18	2.00	1.000

Creating met files aerscreen_01_01.sfc & aerscreen_01_01.pfl

Creating met files aerscreen_02_01.sfc & aerscreen_02_01.pfl

Creating met files aerscreen_03_01.sfc & aerscreen_03_01.pfl

Creating met files aerscreen_04_01.sfc & aerscreen_04_01.pfl

Buildings and/or terrain present or rectangular area source, skipping probe

FLOWSECTOR started 02/15/19 15:03:46

Running AERMOD

Processing Winter

lawrenceoperation

Processing surface roughness sector 1

Processing wind flow sector 1

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Winter sector 0

***** WARNING MESSAGES *****

*** NONE ***

Processing wind flow sector 2

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Winter sector 5

***** WARNING MESSAGES *****

*** NONE ***

Processing wind flow sector 3

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Winter sector 10

***** WARNING MESSAGES *****
***** lawrenceoperation *****

*** NONE ***

Processing wind flow sector 4

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Winter sector 15

***** WARNING MESSAGES *****

*** NONE ***

Processing wind flow sector 5

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Winter sector 20

***** WARNING MESSAGES *****

*** NONE ***

Processing wind flow sector 6

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Winter sector 25

***** WARNING MESSAGES *****

*** NONE ***

Processing wind flow sector 7

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Winter sector 30

***** WARNING MESSAGES *****

*** NONE ***

Processing wind flow sector 8

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Winter sector 35

***** WARNING MESSAGES *****

*** NONE ***

Running AERMOD

Processing Spring

Processing surface roughness sector 1

lawrenceoperation

Processing wind flow sector 1

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Spring sector 0

***** WARNING MESSAGES *****

*** NONE ***

Processing wind flow sector 2

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Spring sector 5

***** WARNING MESSAGES *****

*** NONE ***

Processing wind flow sector 3

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Spring sector 10

***** WARNING MESSAGES *****

*** NONE ***

lawrenceoperation

Processing wind flow sector 4

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Spring sector 15

***** WARNING MESSAGES *****

*** NONE ***

Processing wind flow sector 5

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Spring sector 20

***** WARNING MESSAGES *****

*** NONE ***

Processing wind flow sector 6

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Spring sector 25

***** WARNING MESSAGES *****

*** NONE ***

lawrenceoperation

Processing wind flow sector 7

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Spring sector 30

***** WARNING MESSAGES *****

*** NONE ***

Processing wind flow sector 8

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Spring sector 35

***** WARNING MESSAGES *****

*** NONE ***

Running AERMOD

Processing Summer

Processing surface roughness sector 1

lawrenceoperation
Processing wind flow sector 1

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Summer sector 0

***** WARNING MESSAGES *****

*** NONE ***

Processing wind flow sector 2

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Summer sector 5

***** WARNING MESSAGES *****

*** NONE ***

Processing wind flow sector 3

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Summer sector 10

***** WARNING MESSAGES *****

*** NONE ***

lawrenceoperation
Processing wind flow sector 4

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Summer sector 15

***** WARNING MESSAGES *****

*** NONE ***

Processing wind flow sector 5

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Summer sector 20

***** WARNING MESSAGES *****

*** NONE ***

Processing wind flow sector 6

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Summer sector 25

***** WARNING MESSAGES *****

*** NONE ***

lawrenceoperation
Processing wind flow sector 7

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Summer sector 30

***** WARNING MESSAGES *****

*** NONE ***

Processing wind flow sector 8

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Summer sector 35

***** WARNING MESSAGES *****

*** NONE ***

Running AERMOD

Processing Autumn

Processing surface roughness sector 1

Processing wind flow sector 1

lawrenceoperation
AERMOD Finishes Successfully for FLOWSECTOR stage 2 Autumn sector 0

***** WARNING MESSAGES *****

*** NONE ***

Processing wind flow sector 2

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Autumn sector 5

***** WARNING MESSAGES *****

*** NONE ***

Processing wind flow sector 3

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Autumn sector 10

***** WARNING MESSAGES *****

*** NONE ***

Processing wind flow sector 4

lawrenceoperation
AERMOD Finishes Successfully for FLOWSECTOR stage 2 Autumn sector 15

***** WARNING MESSAGES *****

*** NONE ***

Processing wind flow sector 5

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Autumn sector 20

***** WARNING MESSAGES *****

*** NONE ***

Processing wind flow sector 6

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Autumn sector 25

***** WARNING MESSAGES *****

*** NONE ***

Processing wind flow sector 7

lawrenceoperation
AERMOD Finishes Successfully for FLOWSECTOR stage 2 Autumn sector 30

***** WARNING MESSAGES *****
*** NONE ***

Processing wind flow sector 8

AERMOD Finishes Successfully for FLOWSECTOR stage 2 Autumn sector 35

***** WARNING MESSAGES *****
*** NONE ***

FLOWSECTOR ended 02/15/19 15:04:11

REFINE started 02/15/19 15:04:11

AERMOD Finishes Successfully for REFINE stage 3 Winter sector 0

***** WARNING MESSAGES *****
*** NONE ***

REFINE ended 02/15/19 15:04:13

lawrenceoperation

AERSCREEN Finished Successfully

With no errors or warnings

Check log file for details

Ending date and time 02/15/19 15:04:14

lawrenceoperation_max_conc_distance												
Concentration		Distance		Elevation	Diag	Season/Month		Zo sector		Date		
H0	U*	W*	DT/DZ	ZICNV	ZIMCH	M-O	LEN	Z0	BOWEN	ALBEDO	REF WS	HT
REF TA	HT											
	0.42998E+00		1.00	0.00	25.0			Winter		0-360	10011001	
-1.30	0.043	-9.000	0.020	-999.	21.		6.0	1.000	1.50	0.35	0.50	10.0
310.0	2.0											
	0.47069E+00		25.00	0.00	0.0			Winter		0-360	10011001	
-1.30	0.043	-9.000	0.020	-999.	21.		6.0	1.000	1.50	0.35	0.50	10.0
310.0	2.0											
	0.51210E+00		50.00	0.00	0.0			Winter		0-360	10011001	
-1.30	0.043	-9.000	0.020	-999.	21.		6.0	1.000	1.50	0.35	0.50	10.0
310.0	2.0											
	0.54786E+00		75.00	0.00	0.0			Winter		0-360	10011001	
-1.30	0.043	-9.000	0.020	-999.	21.		6.0	1.000	1.50	0.35	0.50	10.0
310.0	2.0											
	0.57931E+00		100.00	0.00	5.0			Winter		0-360	10011001	
-1.30	0.043	-9.000	0.020	-999.	21.		6.0	1.000	1.50	0.35	0.50	10.0
310.0	2.0											
*	0.58049E+00		101.00	0.00	5.0			Winter		0-360	10011001	
-1.30	0.043	-9.000	0.020	-999.	21.		6.0	1.000	1.50	0.35	0.50	10.0
310.0	2.0											
	0.52891E+00		125.00	0.00	35.0			Winter		0-360	10011001	
-1.30	0.043	-9.000	0.020	-999.	21.		6.0	1.000	1.50	0.35	0.50	10.0
310.0	2.0											
	0.38643E+00		150.00	0.00	30.0			Winter		0-360	10011001	
-1.30	0.043	-9.000	0.020	-999.	21.		6.0	1.000	1.50	0.35	0.50	10.0
310.0	2.0											
	0.31284E+00		175.00	0.00	30.0			Winter		0-360	10011001	
-1.30	0.043	-9.000	0.020	-999.	21.		6.0	1.000	1.50	0.35	0.50	10.0
310.0	2.0											
	0.26125E+00		200.00	0.00	30.0			Winter		0-360	10011001	
-1.30	0.043	-9.000	0.020	-999.	21.		6.0	1.000	1.50	0.35	0.50	10.0
310.0	2.0											
	0.22608E+00		225.00	0.00	25.0			Winter		0-360	10011001	
-1.30	0.043	-9.000	0.020	-999.	21.		6.0	1.000	1.50	0.35	0.50	10.0
310.0	2.0											
	0.20112E+00		250.00	0.00	0.0			Winter		0-360	10011001	
-1.30	0.043	-9.000	0.020	-999.	21.		6.0	1.000	1.50	0.35	0.50	10.0
310.0	2.0											
	0.18115E+00		275.00	0.00	0.0			Winter		0-360	10011001	
-1.30	0.043	-9.000	0.020	-999.	21.		6.0	1.000	1.50	0.35	0.50	10.0
310.0	2.0											
	0.16422E+00		300.00	0.00	0.0			Winter		0-360	10011001	
-1.30	0.043	-9.000	0.020	-999.	21.		6.0	1.000	1.50	0.35	0.50	10.0
310.0	2.0											
	0.14981E+00		325.00	0.00	0.0			Winter		0-360	10011001	
-1.30	0.043	-9.000	0.020	-999.	21.		6.0	1.000	1.50	0.35	0.50	10.0
310.0	2.0											

lawrenceoperation_max_conc_distance										
0.13745E+00	350.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.12666E+00	375.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.11721E+00	400.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.10900E+00	425.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.10160E+00	450.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.95087E-01	475.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.89218E-01	500.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.83978E-01	525.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.79233E-01	550.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.74880E-01	575.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.70954E-01	600.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.67398E-01	625.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.64121E-01	650.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.61068E-01	675.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.58278E-01	700.00	0.00	5.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.55705E-01	725.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										

lawrenceoperation_max_conc_distance										
0.53338E-01	750.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.51127E-01	775.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.49064E-01	800.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.47141E-01	825.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.45336E-01	850.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.43652E-01	875.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.42078E-01	900.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.40605E-01	925.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.39207E-01	950.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.37886E-01	975.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.36643E-01	1000.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.35472E-01	1025.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.34366E-01	1050.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.33321E-01	1075.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.32323E-01	1100.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										
0.31376E-01	1125.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0			
310.0 2.0										

lawrenceoperation_max_conc_distance											
0.30478E-01	1150.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.29624E-01	1175.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.28810E-01	1200.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.28027E-01	1225.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.27282E-01	1250.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.26571E-01	1275.00	0.00	5.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.25897E-01	1300.00	0.00	5.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.25249E-01	1325.00	0.00	5.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.24626E-01	1350.00	0.00	5.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.24030E-01	1375.00	0.00	5.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.23461E-01	1400.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.22916E-01	1425.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.22393E-01	1450.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.21891E-01	1475.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.21409E-01	1500.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.20941E-01	1525.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											

lawrenceoperation_max_conc_distance											
0.20490E-01	1550.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.20056E-01	1575.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.19639E-01	1600.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.19235E-01	1625.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.18842E-01	1650.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.18463E-01	1675.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.18098E-01	1700.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.17745E-01	1725.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.17404E-01	1750.00	0.00	5.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.17076E-01	1775.00	0.00	5.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.16757E-01	1800.00	0.00	5.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.16448E-01	1825.00	0.00	5.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.16149E-01	1850.00	0.00	5.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.15860E-01	1875.00	0.00	10.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.15581E-01	1900.00	0.00	10.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.15308E-01	1924.99	0.00	10.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											

lawrenceoperation_max_conc_distance										
0.15044E-01	1950.00	0.00	5.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.14789E-01	1975.00	0.00	5.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.14540E-01	2000.00	0.00	5.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.14299E-01	2025.00	0.00	5.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.14065E-01	2050.00	0.00	5.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.13837E-01	2075.00	0.00	5.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.13615E-01	2100.00	0.00	5.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.13400E-01	2125.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.13191E-01	2150.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.12988E-01	2175.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.12790E-01	2200.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.12598E-01	2225.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.12410E-01	2250.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.12227E-01	2275.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.12049E-01	2300.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.11875E-01	2325.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										

lawrenceoperation_max_conc_distance										
0.11705E-01	2350.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.11539E-01	2375.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.11377E-01	2400.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.11373E-01	2425.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.11215E-01	2450.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.11060E-01	2475.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.10909E-01	2500.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.10761E-01	2525.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.10617E-01	2550.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.10476E-01	2575.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.10338E-01	2600.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.10204E-01	2625.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.10072E-01	2650.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.99437E-02	2675.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.98178E-02	2700.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.96948E-02	2725.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										

lawrenceoperation_max_conc_distance											
0.95743E-02	2750.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.94565E-02	2775.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.93411E-02	2800.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.92281E-02	2825.00	0.00	5.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.91175E-02	2850.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.90092E-02	2875.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.89031E-02	2900.00	0.00	5.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.87991E-02	2925.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.86972E-02	2950.00	0.00	5.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.85973E-02	2975.00	0.00	10.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.84994E-02	3000.00	0.00	5.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.84034E-02	3025.00	0.00	10.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.83093E-02	3050.00	0.00	5.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.82170E-02	3075.00	0.00	10.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.81265E-02	3100.00	0.00	5.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.80376E-02	3125.00	0.00	10.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											

lawrenceoperation_max_conc_distance											
0.79505E-02	3150.00	0.00	5.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.78649E-02	3174.99	0.00	10.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.77810E-02	3199.99	0.00	10.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.76985E-02	3225.00	0.00	10.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.76176E-02	3250.00	0.00	5.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.75382E-02	3275.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.74601E-02	3300.00	0.00	5.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.73835E-02	3325.00	0.00	15.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.73082E-02	3350.00	0.00	5.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.72342E-02	3375.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.71616E-02	3400.00	0.00	20.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.70901E-02	3425.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.70199E-02	3450.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.69509E-02	3475.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.68831E-02	3500.00	0.00	20.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.68164E-02	3525.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											

lawrenceoperation_max_conc_distance										
0.67508E-02	3550.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.66863E-02	3575.00	0.00	15.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.66228E-02	3600.00	0.00	15.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.65604E-02	3625.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.64990E-02	3650.00	0.00	25.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.64386E-02	3675.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.63792E-02	3700.00	0.00	20.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.63207E-02	3724.99	0.00	20.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.62631E-02	3750.00	0.00	25.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.62064E-02	3775.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.61506E-02	3800.00	0.00	20.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.60957E-02	3825.00	0.00	5.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.60416E-02	3849.99	0.00	15.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.59884E-02	3875.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.59359E-02	3900.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										
0.58843E-02	3925.00	0.00	0.0	Winter	0-360	10011001				
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0										

lawrenceoperation_max_conc_distance											
0.58334E-02	3950.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.57832E-02	3975.00	0.00	5.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.57338E-02	4000.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.56852E-02	4025.00	0.00	5.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.56372E-02	4050.00	0.00	10.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.55900E-02	4075.00	0.00	5.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.55434E-02	4100.00	0.00	25.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.54975E-02	4125.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.54523E-02	4149.99	0.00	20.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.54077E-02	4175.00	0.00	25.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.53637E-02	4200.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.53203E-02	4225.00	0.00	5.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.52775E-02	4250.00	0.00	10.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.52354E-02	4275.00	0.00	5.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.51938E-02	4300.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.51528E-02	4325.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											

lawrenceoperation_max_conc_distance											
0.51123E-02	4350.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.50724E-02	4375.00	0.00	10.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.50330E-02	4400.00	0.00	10.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.49942E-02	4425.00	0.00	5.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.49558E-02	4449.99	0.00	10.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.49180E-02	4475.00	0.00	10.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.48807E-02	4500.00	0.00	10.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.48438E-02	4525.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.48075E-02	4550.00	0.00	15.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.47716E-02	4575.00	0.00	20.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.47361E-02	4600.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.47012E-02	4625.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.46666E-02	4650.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.46325E-02	4675.00	0.00	20.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.45989E-02	4700.00	0.00	15.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											
0.45656E-02	4725.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.	6.0 1.000 1.50	0.35	0.50	10.0					
310.0 2.0											

lawrenceoperation_max_conc_distance											
0.45328E-02	4750.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0											
0.45004E-02	4775.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0											
0.44683E-02	4800.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0											
0.44367E-02	4825.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0											
0.44055E-02	4850.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0											
0.43746E-02	4875.00	0.00	30.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0											
0.43441E-02	4899.99	0.00	35.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0											
0.43140E-02	4924.99	0.00	15.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0											
0.42842E-02	4950.00	0.00	5.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0											
0.42548E-02	4975.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0											
0.42257E-02	5000.00	0.00	0.0	Winter	0-360	10011001					
-1.30 0.043 -9.000	0.020 -999.	21.		6.0 1.000 1.50	0.35	0.50	10.0				
310.0 2.0											

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1.0 Project Characteristics**1.1 Land Usage**

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Manufacturing	73.45	1000sqft	1.69	73,450.00	0
Unrefrigerated Warehouse-No Rail	73.44	1000sqft	1.69	73,440.00	0
Parking Lot	57.69	1000sqft	1.32	57,690.00	0
Other Asphalt Surfaces	76.38	1000sqft	1.75	76,380.00	0
Other Non-Asphalt Surfaces	40.15	1000sqft	0.92	40,150.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.4	Precipitation Freq (Days)	28
Climate Zone	10			Operational Year	2021

Utility Company Southern California Edison

CO2 Intensity (lb/MW/hr)	702.44	CH4 Intensity (lb/MW/hr)	0.029	N2O Intensity (lb/MW/hr)	0.006
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1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use -

Demolition -

Table Name	Column Name	Default Value	New Value
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2.0 Emissions Summary**2.1 Overall Construction****Unmitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2019					0.3321	0.1704	0.5024	0.1307	0.1595	0.2903						
2020					0.0428	0.0330	0.0758	0.0115	0.0309	0.0425						
Maximum					0.3321	0.1704	0.5024	0.1307	0.1595	0.2903						

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2019					0.3321	0.1704	0.5024	0.1307	0.1595	0.2903						
2020					0.0428	0.0330	0.0758	0.0115	0.0309	0.0425						
Maximum					0.3321	0.1704	0.5024	0.1307	0.1595	0.2903						

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	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Quarter	Start Date	End Date	Maximum Unmitigated ROG + NOX (tons/quarter)							Maximum Mitigated ROG + NOX (tons/quarter)						
		Highest														

2.2 Overall Operational

Unmitigated Operational

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
tons/yr																
MT/yr																
Area						1.0000e-005	1.0000e-005		1.0000e-005	1.0000e-005						
Energy						9.4500e-003	9.4500e-003		9.4500e-003	9.4500e-003						
Mobile					0.5782	5.4700e-003	0.5837	0.1549	5.1400e-003	0.1601						
Waste						0.0000	0.0000		0.0000	0.0000						
Water						0.0000	0.0000		0.0000	0.0000						
Total					0.5782	0.0149	0.5931	0.1549	0.0146	0.1695						

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2.2 Overall Operational**Mitigated Operational**

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	tons/yr										MT/yr					
Area						1.0000e-005	1.0000e-005		1.0000e-005	1.0000e-005						
Energy						9.4500e-003	9.4500e-003		9.4500e-003	9.4500e-003						
Mobile					0.5782	5.4700e-003	0.5837	0.1549	5.1400e-003	0.1601						
Waste						0.0000	0.0000		0.0000	0.0000						
Water						0.0000	0.0000		0.0000	0.0000						
Total					0.5782	0.0149	0.5931	0.1549	0.0146	0.1695						

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail**Construction Phase**

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Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	2/1/2019	2/28/2019	5	20	
2	Site Preparation	Site Preparation	3/1/2019	3/14/2019	5	10	
3	Grading	Grading	3/15/2019	4/11/2019	5	20	
4	Building Construction	Building Construction	4/12/2019	2/27/2020	5	230	
5	Paving	Paving	2/28/2020	3/26/2020	5	20	
6	Architectural Coating	Architectural Coating	3/27/2020	4/23/2020	5	20	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 10

Acres of Paving: 3.99

Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 220,335; Non-Residential Outdoor: 73,445; Striped Parking Area: 10,453
(Architectural Coating – sqft)OffRoad Equipment

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Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Architectural Coating	Air Compressors	1	6.00	78	0.48
Demolition	Excavators	3	8.00	158	0.38
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Grading	Excavators	1	8.00	158	0.38
Building Construction	Cranes	1	7.00	231	0.29
Building Construction	Forklifts	3	8.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Paving	Pavers	2	8.00	130	0.42
Paving	Rollers	2	8.00	80	0.38
Demolition	Rubber Tired Dozers	2	8.00	247	0.40
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Building Construction	Tractors/Loaders/Backhoes	3	7.00	97	0.37
Grading	Graders	1	8.00	187	0.41
Grading	Tractors/Loaders/Backhoes	3	8.00	97	0.37
Paving	Paving Equipment	2	8.00	132	0.36
Site Preparation	Tractors/Loaders/Backhoes	4	8.00	97	0.37
Site Preparation	Rubber Tired Dozers	3	8.00	247	0.40
Building Construction	Welders	1	8.00	46	0.45

Trips and VMT

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Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	6	15.00	0.00	8.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHTD
Site Preparation	7	18.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHTD
Grading	6	15.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHTD
Building Construction	9	135.00	53.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHTD
Paving	6	15.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHTD
Architectural Coating	1	27.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHTD

3.1 Mitigation Measures Construction

3.2 Demolition - 2019

Unmitigated Construction On-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	tons/yr										MT/yr					
Fugitive Dust					8.9000e-004	0.0000	8.9000e-004	1.3000e-004	0.0000	1.3000e-004						
Off-Road						0.0180	0.0180		0.0167	0.0167						
Total					8.9000e-004	0.0180	0.0188	1.3000e-004	0.0167	0.0168						

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3.2 Demolition - 2019**Unmitigated Construction Off-Site**

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	tons/yr										MT/yr					
Hauling					7.0000e-005	0.0000	7.0000e-005	2.0000e-005	0.0000	2.0000e-005						
Vendor					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Worker					1.6500e-003	1.0000e-005	1.6600e-003	4.4000e-004	1.0000e-005	4.5000e-004						
Total					1.7200e-003	1.0000e-005	1.7300e-003	4.6000e-004	1.0000e-005	4.7000e-004						

Mitigated Construction On-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	tons/yr										MT/yr					
Fugitive Dust					8.9000e-004	0.0000	8.9000e-004	1.3000e-004	0.0000	1.3000e-004						
Off-Road						0.0180	0.0180		0.0167	0.0167						
Total					8.9000e-004	0.0180	0.0188	1.3000e-004	0.0167	0.0168						

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3.2 Demolition - 2019**Mitigated Construction Off-Site**

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	tons/yr										MT/yr					
Hauling					7.0000e-005	0.0000	7.0000e-005	2.0000e-005	0.0000	2.0000e-005						
Vendor					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Worker					1.6500e-003	1.0000e-005	1.6600e-003	4.4000e-004	1.0000e-005	4.5000e-004						
Total					1.7200e-003	1.0000e-005	1.7300e-003	4.6000e-004	1.0000e-005	4.7000e-004						

3.3 Site Preparation - 2019**Unmitigated Construction On-Site**

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	tons/yr										MT/yr					
Fugitive Dust					0.0903	0.0000	0.0903	0.0497	0.0000	0.0497						
Off-Road						0.0120	0.0120		0.0110	0.0110						
Total					0.0903	0.0120	0.1023	0.0497	0.0110	0.0607						

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3.3 Site Preparation - 2019**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Vendor					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Worker					9.9000e-004	1.0000e-005	1.0000e-003	2.6000e-004	1.0000e-005	2.7000e-004						
Total					9.9000e-004	1.0000e-005	1.0000e-003	2.6000e-004	1.0000e-005	2.7000e-004						

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0903	0.0000	0.0903	0.0497	0.0000	0.0497						
Off-Road						0.0120	0.0120		0.0110	0.0110						
Total					0.0903	0.0120	0.1023	0.0497	0.0110	0.0607						

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3.3 Site Preparation - 2019**Mitigated Construction Off-Site**

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	tons/yr										MT/yr					
Hauling					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Vendor					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Worker					9.9000e-004	1.0000e-005	1.0000e-003	2.6000e-004	1.0000e-005	2.7000e-004						
Total					9.9000e-004	1.0000e-005	1.0000e-003	2.6000e-004	1.0000e-005	2.7000e-004						

3.4 Grading - 2019**Unmitigated Construction On-Site**

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	tons/yr										MT/yr					
Fugitive Dust					0.0655	0.0000	0.0655	0.0337	0.0000	0.0337						
Off-Road						0.0140	0.0140		0.0129	0.0129						
Total					0.0655	0.0140	0.0795	0.0337	0.0129	0.0465						

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3.4 Grading - 2019**Unmitigated Construction Off-Site**

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	tons/yr										MT/yr					
Hauling					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Vendor					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Worker					1.6500e-003	1.0000e-005	1.6600e-003	4.4000e-004	1.0000e-005	4.5000e-004						
Total					1.6500e-003	1.0000e-005	1.6600e-003	4.4000e-004	1.0000e-005	4.5000e-004						

Mitigated Construction On-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	tons/yr										MT/yr					
Fugitive Dust					0.0655	0.0000	0.0655	0.0337	0.0000	0.0337						
Off-Road						0.0140	0.0140		0.0129	0.0129						
Total					0.0655	0.0140	0.0795	0.0337	0.0129	0.0465						

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3.4 Grading - 2019**Mitigated Construction Off-Site**

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	tons/yr										MT/yr					
Hauling					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Vendor					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Worker					1.6500e-003	1.0000e-005	1.6600e-003	4.4000e-004	1.0000e-005	4.5000e-004						
Total					1.6500e-003	1.0000e-005	1.6600e-003	4.4000e-004	1.0000e-005	4.5000e-004						

3.5 Building Construction - 2019**Unmitigated Construction On-Site**

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	tons/yr										MT/yr					
Off-Road						0.1213	0.1213		0.1140	0.1140						
Total						0.1213	0.1213		0.1140	0.1140						

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3.5 Building Construction - 2019**Unmitigated Construction Off-Site**

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Vendor	0.0315	4.3300e-003	0.0358	9.0800e-003	0.0370	8.1000e-004	0.0378	4.1400e-003	0.0132	0.0132						
Worker	0.1395	8.8000e-004	0.1404	0.0370	8.1000e-004	0.0378	0.0378	0.0370	8.1000e-004	0.0378						
Total	0.1710	5.2100e-003	0.1762	0.0461	0.0461	4.9500e-003	0.0511	0.0461	4.9500e-003	0.0511						

Mitigated Construction On-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	tons/yr										MT/yr					
Off-Road	0.1213	0.1213	0.1213	0.1213	0.1213	0.1213	0.1213	0.1140	0.1140	0.1140						
Total	0.1213	0.1213	0.1213	0.1213	0.1213	0.1213	0.1213	0.1140	0.1140	0.1140						

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3.5 Building Construction - 2019**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	...	...	...	...	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	...	...	...	...	...	...
Vendor	...	...	...	...	0.0315	4.3300e-003	0.0358	9.0800e-003	4.1400e-003	0.0132	...	...	...	...	...	...
Worker	...	...	...	...	0.1395	8.8000e-004	0.1404	0.0370	8.1000e-004	0.0378	...	...	...	...	...	...
Total					0.1710	5.2100e-003	0.1762	0.0461	4.9500e-003	0.0511						

3.5 Building Construction - 2020**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0235	0.0235	...	0.0221	0.0221
Total						0.0235	0.0235		0.0221	0.0221						

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3.5 Building Construction - 2020**Unmitigated Construction Off-Site**

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	tons/yr										MT/yr					
Hauling					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Vendor					7.0300e-003	6.5000e-004	7.6800e-003	2.0300e-003	6.3000e-004	2.6500e-003						
Worker					0.0312	1.9000e-004	0.0314	8.2700e-003	1.8000e-004	8.4500e-003						
Total					0.0382	8.4000e-004	0.0390	0.0103	8.1000e-004	0.0111						

Mitigated Construction On-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	tons/yr										MT/yr					
Off-Road						0.0235	0.0235		0.0221	0.0221						
Total						0.0235	0.0235		0.0221	0.0221						

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3.5 Building Construction - 2020**Mitigated Construction Off-Site**

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Hauling					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Vendor					7.0300e-003	6.5000e-004	7.6800e-003	2.0300e-003	6.3000e-004	2.6500e-003						
Worker					0.0312	1.9000e-004	0.0314	8.2700e-003	1.8000e-004	8.4500e-003						
Total					0.0382	8.4000e-004	0.0390	0.0103	8.1000e-004	0.0111						

3.6 Paving - 2020**Unmitigated Construction On-Site**

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Off-Road						7.5300e-003	7.5300e-003		6.9300e-003	6.9300e-003						
Paving						0.0000	0.0000		0.0000	0.0000						
Total						7.5300e-003	7.5300e-003		6.9300e-003	6.9300e-003						

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3.6 Paving - 2020**Unmitigated Construction Off-Site**

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	tons/yr										MT/yr					
Hauling					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Vendor					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Worker					1.6500e-003	1.0000e-005	1.6600e-003	4.4000e-004	1.0000e-005	4.5000e-004						
Total					1.6500e-003	1.0000e-005	1.6600e-003	4.4000e-004	1.0000e-005	4.5000e-004						

Mitigated Construction On-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	tons/yr										MT/yr					
Off-Road						7.5300e-003	7.5300e-003		6.9300e-003	6.9300e-003						
Paving						0.0000	0.0000		0.0000	0.0000						
Total						7.5300e-003	7.5300e-003		6.9300e-003	6.9300e-003						

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3.6 Paving - 2020**Mitigated Construction Off-Site**

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	tons/yr										MT/yr					
Hauling					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Vendor					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Worker					1.6500e-003	1.0000e-005	1.6600e-003	4.4000e-004	1.0000e-005	4.5000e-004						
Total					1.6500e-003	1.0000e-005	1.6600e-003	4.4000e-004	1.0000e-005	4.5000e-004						

3.7 Architectural Coating - 2020**Unmitigated Construction On-Site**

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	tons/yr										MT/yr					
Archit. Coating						0.0000	0.0000		0.0000	0.0000						
Off-Road						1.1100e-003	1.1100e-003		1.1100e-003	1.1100e-003						
Total						1.1100e-003	1.1100e-003		1.1100e-003	1.1100e-003						

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3.7 Architectural Coating - 2020**Unmitigated Construction Off-Site**

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	tons/yr										MT/yr					
Hauling					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Vendor					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Worker					2.9700e-003	2.0000e-005	2.9900e-003	7.9000e-004	2.0000e-005	8.0000e-004						
Total					2.9700e-003	2.0000e-005	2.9900e-003	7.9000e-004	2.0000e-005	8.0000e-004						

Mitigated Construction On-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	tons/yr										MT/yr					
Archit. Coating						0.0000	0.0000		0.0000	0.0000						
Off-Road						1.1100e-003	1.1100e-003		1.1100e-003	1.1100e-003						
Total						1.1100e-003	1.1100e-003		1.1100e-003	1.1100e-003						

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3.7 Architectural Coating - 2020**Mitigated Construction Off-Site**

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	tons/yr										MT/yr					
Hauling					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Vendor					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Worker					2.9700e-003	2.0000e-005	2.9900e-003	7.9000e-004	2.0000e-005	8.0000e-004						
Total					2.9700e-003	2.0000e-005	2.9900e-003	7.9000e-004	2.0000e-005	8.0000e-004						

4.0 Operational Detail - Mobile**4.1 Mitigation Measures Mobile**

Lawrence Equipment Warehouse - Riverside-South Coast County, Annual

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
tons/yr										MT/yr						
Mitigated					0.5782	5.4700e-003	0.5837	0.1549	5.1400e-003	0.1601						
Unmitigated					0.5782	5.4700e-003	0.5837	0.1549	5.1400e-003	0.1601						

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate				Unmitigated		Mitigated	
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT	Annual VMT	Annual VMT	Annual VMT
Manufacturing	280.58	109.44	45.54	985,529	985,529	985,529	985,529	985,529
Other Asphalt Surfaces	0.00	0.00	0.00					
Other Non-Asphalt Surfaces	0.00	0.00	0.00					
Parking Lot	0.00	0.00	0.00					
Unrefrigerated Warehouse-No Rail	123.38	123.38	123.38	528,768	528,768	528,768	528,768	528,768
Total	403.96	232.82	168.92	1,514,297	1,514,297	1,514,297	1,514,297	1,514,297

4.3 Trip Type Information

Land Use	Miles				Trip %				Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by	Diverted	Pass-by
Manufacturing	16.60	8.40	6.90	59.00	28.00	13.00	92	5	3	5	3
Other Asphalt Surfaces	16.60	8.40	6.90	0.00	0.00	0.00	0	0	0	0	0
Other Non-Asphalt Surfaces	16.60	8.40	6.90	0.00	0.00	0.00	0	0	0	0	0
Parking Lot	16.60	8.40	6.90	0.00	0.00	0.00	0	0	0	0	0
Unrefrigerated Warehouse-No	16.60	8.40	6.90	59.00	0.00	41.00	92	5	3	5	3

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4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Manufacturing	0.542116	0.037578	0.185203	0.118503	0.016241	0.005141	0.017392	0.068695	0.001383	0.001183	0.004582	0.000945	0.001038
Other Asphalt Surfaces	0.542116	0.037578	0.185203	0.118503	0.016241	0.005141	0.017392	0.068695	0.001383	0.001183	0.004582	0.000945	0.001038
Other Non-Asphalt Surfaces	0.542116	0.037578	0.185203	0.118503	0.016241	0.005141	0.017392	0.068695	0.001383	0.001183	0.004582	0.000945	0.001038
Parking Lot	0.542116	0.037578	0.185203	0.118503	0.016241	0.005141	0.017392	0.068695	0.001383	0.001183	0.004582	0.000945	0.001038
Unrefrigerated Warehouse-No Rail	0.542116	0.037578	0.185203	0.118503	0.016241	0.005141	0.017392	0.068695	0.001383	0.001183	0.004582	0.000945	0.001038

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
tons/yr																
Electricity Mitigated						0.0000	0.0000		0.0000	0.0000						
Electricity Unmitigated						0.0000	0.0000		0.0000	0.0000						
Natural Gas Mitigated						9.4500e-003	9.4500e-003		9.4500e-003	9.4500e-003						
Natural Gas Unmitigated						9.4500e-003	9.4500e-003		9.4500e-003	9.4500e-003						

Lawrence Equipment Warehouse - Riverside-South Coast County, Annual

5.2 Energy by Land Use - NaturalGas

Unmitigated

Land Use	NaturalGas Use kBtu/yr	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr															
Manufacturing	2.38639e+006						8.8900e-003	8.8900e-003		8.8900e-003	8.8900e-003						
Other Asphalt Surfaces	0						0.0000	0.0000		0.0000	0.0000						
Other Non-Asphalt Surfaces	0						0.0000	0.0000		0.0000	0.0000						
Parking Lot	0						0.0000	0.0000		0.0000	0.0000						
Unrefrigerated Warehouse-No Rail	149083						5.6000e-004	5.6000e-004		5.6000e-004	5.6000e-004						
Total							9.4500e-003	9.4500e-003		9.4500e-003	9.4500e-003						

Lawrence Equipment Warehouse - Riverside-South Coast County, Annual

5.2 Energy by Land Use - NaturalGas**Mitigated**

Land Use	NaturalGas Use kBTU/yr	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Manufacturing	2.38639e+006						8.8900e-003	8.8900e-003		8.8900e-003	8.8900e-003						
Other Asphalt Surfaces	0						0.0000	0.0000		0.0000	0.0000						
Other Non-Asphalt Surfaces	0						0.0000	0.0000		0.0000	0.0000						
Parking Lot	0						0.0000	0.0000		0.0000	0.0000						
Unrefrigerated Warehouse-No Rail	149083						5.6000e-004	5.6000e-004		5.6000e-004	5.6000e-004						
Total							9.4500e-003	9.4500e-003		9.4500e-003	9.4500e-003						

Lawrence Equipment Warehouse - Riverside-South Coast County, Annual

5.3 Energy by Land Use - Electricity**Unmitigated**

Land Use	Electricity Use	Total CO2	CH4	N2O	CO2e
	kWh/yr	MT/yr			
Manufacturing	745518				
Other Asphalt Surfaces	0				
Other Non-Asphalt Surfaces	0				
Parking Lot	20191.5				
Unrefrigerated Warehouse-No Rail	173318				
Total					

Lawrence Equipment Warehouse - Riverside-South Coast County, Annual

5.3 Energy by Land Use - Electricity**Mitigated**

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Manufacturing	745518				
Other Asphalt Surfaces	0				
Other Non- Asphalt Surfaces	0				
Parking Lot	20191.5				
Unrefrigerated Warehouse-No Rail	173318				
Total					

6.0 Area Detail**6.1 Mitigation Measures Area**

Lawrence Equipment Warehouse - Riverside-South Coast County, Annual

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	1.0000e-005	1.0000e-005	...	1.0000e-005	1.0000e-005	...	...	...	...	...	...
Unmitigated	1.0000e-005	1.0000e-005	...	1.0000e-005	1.0000e-005	...	...	...	...	...	...

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.0000	0.0000	...	0.0000	0.0000	...	...	...	...	...	...
Consumer Products	0.0000	0.0000	...	0.0000	0.0000	...	...	...	...	...	...
Landscaping	1.0000e-005	1.0000e-005	...	1.0000e-005	1.0000e-005	...	...	...	...	...	...
Total	1.0000e-005	1.0000e-005	...	1.0000e-005	1.0000e-005	...	...	...	...	...	...

Lawrence Equipment Warehouse - Riverside-South Coast County, Annual

6.2 Area by SubCategory**Mitigated**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating						0.0000	0.0000		0.0000	0.0000						
Consumer Products						0.0000	0.0000		0.0000	0.0000						
Landscaping						1.0000e-005	1.0000e-005		1.0000e-005	1.0000e-005						
Total						1.0000e-005	1.0000e-005		1.0000e-005	1.0000e-005						

7.0 Water Detail**7.1 Mitigation Measures Water**

Lawrence Equipment Warehouse - Riverside-South Coast County, Annual

	Total CO2	CH4	N2O	CO2e
Category	MT/yr			
Mitigated				
Unmitigated				

7.2 Water by Land Use

Unmitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Manufacturing	16,983 / 0				
Other Asphalt Surfaces	0 / 0				
Other Non-Asphalt Surfaces	0 / 0				
Parking Lot	0 / 0				
Unrefrigerated Warehouse-No Rail	16,983 / 0				
Total					

Lawrence Equipment Warehouse - Riverside-South Coast County, Annual

7.2 Water by Land Use**Mitigated**

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Manufacturing	16.9853 / 0				
Other Asphalt Surfaces	0 / 0				
Other Non-Asphalt Surfaces	0 / 0				
Parking Lot	0 / 0				
Unrefrigerated Warehouse-No Rail	16.983 / 0				
Total					

8.0 Waste Detail**8.1 Mitigation Measures Waste**

Lawrence Equipment Warehouse - Riverside-South Coast County, Annual

Category/Year

	Total CO2	CH4	N2O	CO2e
	MT/yr			
Mitigated				
Unmitigated				

8.2 Waste by Land UseUnmitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Manufacturing	91.08				
Other Asphalt Surfaces	0				
Other Non- Asphalt Surfaces	0				
Parking Lot	0				
Unrefrigerated Warehouse-No Rail	69.03				
Total					

Lawrence Equipment Warehouse - Riverside-South Coast County, Annual

8.2 Waste by Land Use**Mitigated**

Land Use	Waste Disposed tons	Total CO2	CH4	N2O	CO2e
MT/yr					
Manufacturing	91.08				
Other Asphalt Surfaces	0				
Other Non-Asphalt Surfaces	0				
Parking Lot	0				
Unrefrigerated Warehouse-No Rail	69.03				
Total					

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
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10.0 Stationary Equipment**Fire Pumps and Emergency Generators**

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type
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Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type
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User Defined Equipment

Equipment Type	Number
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11.0 Vegetation

Lawrence Equipment Warehouse - Riverside-South Coast County, Summer

Lawrence Equipment Warehouse Riverside-South Coast County, Summer

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Manufacturing	73.45	1000sqft	1.69	73,450.00	0
Unrefrigerated Warehouse-No Rail	73.44	1000sqft	1.69	73,440.00	0
Parking Lot	57.69	1000sqft	1.32	57,690.00	0
Other Asphalt Surfaces	76.38	1000sqft	1.75	76,380.00	0
Other Non-Asphalt Surfaces	40.15	1000sqft	0.92	40,150.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.4	Precipitation Freq (Days)	28
Climate Zone	10			Operational Year	2021

Utility Company Southern California Edison

CO2 Intensity (lb/MW/hr)	702.44	CH4 Intensity (lb/MW/hr)	0.029	N2O Intensity (lb/MW/hr)	0.006
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1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use -

Demolition -

Table Name	Column Name	Default Value	New Value
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Lawrence Equipment Warehouse - Riverside-South Coast County, Summer

2.0 Emissions Summary**2.1 Overall Construction (Maximum Daily Emission)****Unmitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day															
2019	...	...	...	...	18.2675	2.3916	20.6591	9.9840	2.2003	12.1843						
2020	...	...	...	...	1.8484	1.1572	3.0056	0.4979	1.0884	1.5863						
Maximum					18.2675	2.3916	20.6591	9.9840	2.2003	12.1843						

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day															
2019	...	...	...	...	18.2675	2.3916	20.6591	9.9840	2.2003	12.1843						
2020	...	...	...	...	1.8484	1.1572	3.0056	0.4979	1.0884	1.5863						
Maximum					18.2675	2.3916	20.6591	9.9840	2.2003	12.1843						

Lawrence Equipment Warehouse - Riverside-South Coast County, Summer

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Lawrence Equipment Warehouse - Riverside-South Coast County, Summer

2.2 Overall Operational**Unmitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day															
Area						1.2000e-004	1.2000e-004		1.2000e-004	1.2000e-004						
Energy						0.0518	0.0518		0.0518	0.0518						
Mobile					3.7776	0.0351	3.8127	1.0108	0.0329	1.0437						
Total					3.7776	0.0870	3.8646	1.0108	0.0848	1.0956						

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day															
Area						1.2000e-004	1.2000e-004		1.2000e-004	1.2000e-004						
Energy						0.0518	0.0518		0.0518	0.0518						
Mobile					3.7776	0.0351	3.8127	1.0108	0.0329	1.0437						
Total					3.7776	0.0870	3.8646	1.0108	0.0848	1.0956						

Lawrence Equipment Warehouse - Riverside-South Coast County, Summer

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail**Construction Phase**

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	2/1/2019	2/28/2019	5	20	
2	Site Preparation	Site Preparation	3/1/2019	3/14/2019	5	10	
3	Grading	Grading	3/15/2019	4/11/2019	5	20	
4	Building Construction	Building Construction	4/12/2019	2/27/2020	5	230	
5	Paving	Paving	2/28/2020	3/26/2020	5	20	
6	Architectural Coating	Architectural Coating	3/27/2020	4/23/2020	5	20	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 10

Acres of Paving: 3.99

Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 220,335; Non-Residential Outdoor: 73,445; Striped Parking Area: 10,453 (Architectural Coating – sqft)

OffRoad Equipment

Lawrence Equipment Warehouse - Riverside-South Coast County, Summer

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Architectural Coating	Air Compressors	1	6.00	78	0.48
Demolition	Excavators	3	8.00	158	0.38
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Grading	Excavators	1	8.00	158	0.38
Building Construction	Cranes	1	7.00	231	0.29
Building Construction	Forklifts	3	8.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Paving	Pavers	2	8.00	130	0.42
Paving	Rollers	2	8.00	80	0.38
Demolition	Rubber Tired Dozers	2	8.00	247	0.40
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Building Construction	Tractors/Loaders/Backhoes	3	7.00	97	0.37
Grading	Graders	1	8.00	187	0.41
Grading	Tractors/Loaders/Backhoes	3	8.00	97	0.37
Paving	Paving Equipment	2	8.00	132	0.36
Site Preparation	Tractors/Loaders/Backhoes	4	8.00	97	0.37
Site Preparation	Rubber Tired Dozers	3	8.00	247	0.40
Building Construction	Welders	1	8.00	46	0.45

Trips and VMT

Lawrence Equipment Warehouse - Riverside-South Coast County, Summer

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	6	15.00	0.00	8.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	7	18.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	6	15.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	135.00	53.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	27.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

3.2 Demolition - 2019

Unmitigated Construction On-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
lb/day																
Fugitive Dust					0.0891	0.0000	0.0891	0.0135	0.0000	0.0135						
Off-Road						1.7949	1.7949		1.6697	1.6697						
Total					0.0891	1.7949	1.8840	0.0135	1.6697	1.6832						

Lawrence Equipment Warehouse - Riverside-South Coast County, Summer

3.2 Demolition - 2019**Unmitigated Construction Off-Site**

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	lb/day										lb/day					
Hauling					7.000e-003	3.700e-004	7.370e-003	1.920e-003	3.500e-004	2.270e-003						
Vendor					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Worker					0.1677	1.030e-003	0.1687	0.0445	9.500e-004	0.0454						
Total					0.1747	1.400e-003	0.1761	0.0464	1.300e-003	0.0477						

Mitigated Construction On-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	lb/day										lb/day					
Fugitive Dust					0.0891	0.0000	0.0891	0.0135	0.0000	0.0135						
Off-Road						1.7949	1.7949		1.6697	1.6697						
Total					0.0891	1.7949	1.8840	0.0135	1.6697	1.6832						

Lawrence Equipment Warehouse - Riverside-South Coast County, Summer

3.2 Demolition - 2019**Mitigated Construction Off-Site**

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	lb/day															
Hauling					7.000e-003	3.700e-004	7.370e-003	1.920e-003	3.500e-004	2.270e-003						
Vendor					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Worker					0.1677	1.030e-003	0.1687	0.0445	9.500e-004	0.0454						
Total					0.1747	1.400e-003	0.1761	0.0464	1.300e-003	0.0477						

3.3 Site Preparation - 2019**Unmitigated Construction On-Site**

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	lb/day															
Fugitive Dust					18.0663	0.0000	18.0663	9.9307	0.0000	9.9307						
Off-Road						2.3904	2.3904		2.1991	2.1991						
Total					18.0663	2.3904	20.4566	9.9307	2.1991	12.1298						

Lawrence Equipment Warehouse - Riverside-South Coast County, Summer

3.3 Site Preparation - 2019**Unmitigated Construction Off-Site**

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	lb/day															
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Worker	0.2012	1.2400e-003	0.2024	0.0534	1.1400e-003	0.0534	0.2024	0.0534	1.1400e-003	0.0545						
Total	0.2012	1.2400e-003	0.2024	0.0534	1.1400e-003	0.0534	0.2024	0.0534	1.1400e-003	0.0545						

Mitigated Construction On-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	lb/day															
Fugitive Dust	18.0663	0.0000	18.0663	9.9307	0.0000	9.9307	18.0663	9.9307	0.0000	9.9307						
Off-Road	2.3904	2.3904	2.3904	2.1991	2.1991	2.1991	2.3904	2.1991	2.1991	2.1991						
Total	18.0663	2.3904	20.4566	9.9307	2.1991	2.1991	20.4566	9.9307	2.1991	12.1298						

Lawrence Equipment Warehouse - Riverside-South Coast County, Summer

3.3 Site Preparation - 2019**Mitigated Construction Off-Site**

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	lb/day															
Hauling					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Vendor					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Worker					0.2012	1.2400e-003	0.2024	0.0534	1.1400e-003	0.0545						
Total					0.2012	1.2400e-003	0.2024	0.0534	1.1400e-003	0.0545						

3.4 Grading - 2019**Unmitigated Construction On-Site**

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	lb/day															
Fugitive Dust					6.5523	0.0000	6.5523	3.3675	0.0000	3.3675						
Off-Road						1.3974	1.3974		1.2856	1.2856						
Total					6.5523	1.3974	7.9497	3.3675	1.2856	4.6531						

Lawrence Equipment Warehouse - Riverside-South Coast County, Summer

3.4 Grading - 2019**Unmitigated Construction Off-Site**

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Hauling					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Vendor					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Worker					0.1677	1.0300e-003	0.1687	0.0445	9.5000e-004	0.0454						
Total					0.1677	1.0300e-003	0.1687	0.0445	9.5000e-004	0.0454						

Mitigated Construction On-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Fugitive Dust					6.5523	0.0000	6.5523	3.3675	0.0000	3.3675						
Off-Road						1.3974	1.3974		1.2856	1.2856						
Total					6.5523	1.3974	7.9497	3.3675	1.2856	4.6531						

Lawrence Equipment Warehouse - Riverside-South Coast County, Summer

3.4 Grading - 2019**Mitigated Construction Off-Site**

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Hauling					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Vendor					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Worker					0.1677	1.0300e-003	0.1687	0.0445	9.5000e-004	0.0454						
Total					0.1677	1.0300e-003	0.1687	0.0445	9.5000e-004	0.0454						

3.5 Building Construction - 2019**Unmitigated Construction On-Site**

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Off-Road						1.2899	1.2899		1.2127	1.2127						
Total						1.2899	1.2899		1.2127	1.2127						

Lawrence Equipment Warehouse - Riverside-South Coast County, Summer

3.5 Building Construction - 2019**Unmitigated Construction Off-Site**

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Vendor	0.3394	0.0458	0.3852	0.0977	0.0438	0.1416						
Worker	1.5090	9.3100e-003	1.5183	0.4002	8.5800e-003	0.4088						
Total					1.8484	0.0551	1.9035	0.4979	0.0524	0.5503						

Mitigated Construction On-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Off-Road		1.2899	1.2899		1.2127	1.2127						
Total						1.2899	1.2899		1.2127	1.2127						

Lawrence Equipment Warehouse - Riverside-South Coast County, Summer

3.5 Building Construction - 2019**Mitigated Construction Off-Site**

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	lb/day															
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Vendor	0.3394	0.0458	0.3852	0.0438	0.0977	0.1416										
Worker	1.5090	9.3100e-003	1.5183	0.4002	8.5800e-003	0.4088										
Total	1.8484	0.0551	1.9035	0.0524	0.4979	0.5503										

3.5 Building Construction - 2020**Unmitigated Construction On-Site**

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	lb/day															
Off-Road	1.1171	1.1171	1.1171	1.0503												
Total	1.1171	1.1171	1.1171	1.0503	1.0503	1.0503										

Lawrence Equipment Warehouse - Riverside-South Coast County, Summer

3.5 Building Construction - 2020**Unmitigated Construction Off-Site**

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	lb/day															
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Vendor	0.3394	0.0310	0.3704	0.0297	0.1274											
Worker	1.5090	9.1400e-003	1.5181	0.4002	8.4100e-003	0.4086										
Total	1.8484	0.0402	1.8885	0.4979	0.0381	0.5360										

Mitigated Construction On-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	lb/day															
Off-Road	1.1171	1.1171	1.1171	1.0503												
Total	1.1171	1.1171	1.1171	1.0503	1.0503	1.0503										

Lawrence Equipment Warehouse - Riverside-South Coast County, Summer

3.5 Building Construction - 2020**Mitigated Construction Off-Site**

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
lb/day																
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	...	...	...	...	...	...
Vendor	0.3394	0.0310	0.3704	0.0977	0.0297	0.1274	...	...	...	...	...	...
Worker	1.5090	9.1400e-003	1.5181	0.4002	8.4100e-003	0.4086	...	...	...	...	...	...
Total					1.8484	0.0402	1.8885	0.4979	0.0381	0.5360						

3.6 Paving - 2020**Unmitigated Construction On-Site**

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
lb/day																
Off-Road	0.7528	0.7528	...	0.6926	0.6926	...	...	...	...	...	...
Paving	0.0000	0.0000	...	0.0000	0.0000	...	...	...	...	...	...
Total						0.7528	0.7528		0.6926	0.6926						

Lawrence Equipment Warehouse - Riverside-South Coast County, Summer

3.6 Paving - 2020**Unmitigated Construction Off-Site**

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	lb/day										lb/day					
Hauling					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Vendor					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Worker					0.1677	1.0200e-003	0.1687	0.0445	9.3000e-004	0.0454						
Total					0.1677	1.0200e-003	0.1687	0.0445	9.3000e-004	0.0454						

Mitigated Construction On-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	lb/day										lb/day					
Off-Road						0.7528	0.7528		0.6926	0.6926						
Paving						0.0000	0.0000		0.0000	0.0000						
Total						0.7528	0.7528		0.6926	0.6926						

Lawrence Equipment Warehouse - Riverside-South Coast County, Summer

3.6 Paving - 2020**Mitigated Construction Off-Site**

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	lb/day															
Hauling					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Vendor					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Worker					0.1677	1.0200e-003	0.1687	0.0445	9.3000e-004	0.0454						
Total					0.1677	1.0200e-003	0.1687	0.0445	9.3000e-004	0.0454						

3.7 Architectural Coating - 2020**Unmitigated Construction On-Site**

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	lb/day															
Archit. Coating						0.0000	0.0000		0.0000	0.0000						
Off-Road						0.1109	0.1109		0.1109	0.1109						
Total						0.1109	0.1109		0.1109	0.1109						

Lawrence Equipment Warehouse - Riverside-South Coast County, Summer

3.7 Architectural Coating - 2020**Unmitigated Construction Off-Site**

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
lb/day																
Hauling					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Vendor					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Worker					0.3018	1.8300e-003	0.3036	0.0800	1.6800e-003	0.0817						
Total					0.3018	1.8300e-003	0.3036	0.0800	1.6800e-003	0.0817						

Mitigated Construction On-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
lb/day																
Archit. Coating						0.0000	0.0000		0.0000	0.0000						
Off-Road						0.1109	0.1109		0.1109	0.1109						
Total						0.1109	0.1109		0.1109	0.1109						

Lawrence Equipment Warehouse - Riverside-South Coast County, Summer

3.7 Architectural Coating - 2020**Mitigated Construction Off-Site**

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Worker	0.3018	1.8300e-003	0.3036	0.0800	1.6800e-003	0.0817										
Total	0.3018	1.8300e-003	0.3036	0.0800	1.6800e-003	0.0817										

4.0 Operational Detail - Mobile**4.1 Mitigation Measures Mobile**

Lawrence Equipment Warehouse - Riverside-South Coast County, Summer

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Mitigated					3.7776	0.0351	3.8127	1.0108	0.0329	1.0437						
Unmitigated					3.7776	0.0351	3.8127	1.0108	0.0329	1.0437						

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated		Mitigated	
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT	Annual VMT	Annual VMT
Manufacturing	280.58	109.44	45.54	985,529	985,529	985,529	985,529
Other Asphalt Surfaces	0.00	0.00	0.00				
Other Non-Asphalt Surfaces	0.00	0.00	0.00				
Parking Lot	0.00	0.00	0.00				
Unrefrigerated Warehouse-No Rail	123.38	123.38	123.38	528,768	528,768	528,768	528,768
Total	403.96	232.82	168.92	1,514,297	1,514,297	1,514,297	1,514,297

4.3 Trip Type Information

Land Use	Miles				Trip %				Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	Primary	Diverted	Pass-by
Manufacturing	16.60	8.40	6.90	59.00	28.00	13.00	92	5	92	5	3
Other Asphalt Surfaces	16.60	8.40	6.90	0.00	0.00	0.00	0	0	0	0	0
Other Non-Asphalt Surfaces	16.60	8.40	6.90	0.00	0.00	0.00	0	0	0	0	0
Parking Lot	16.60	8.40	6.90	0.00	0.00	0.00	0	0	0	0	0
Unrefrigerated Warehouse-No	16.60	8.40	6.90	59.00	0.00	41.00	92	5	92	5	3

Lawrence Equipment Warehouse - Riverside-South Coast County, Summer

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Manufacturing	0.542116	0.037578	0.185203	0.118503	0.016241	0.005141	0.017392	0.068695	0.001383	0.001183	0.004582	0.000945	0.001038
Other Asphalt Surfaces	0.542116	0.037578	0.185203	0.118503	0.016241	0.005141	0.017392	0.068695	0.001383	0.001183	0.004582	0.000945	0.001038
Other Non-Asphalt Surfaces	0.542116	0.037578	0.185203	0.118503	0.016241	0.005141	0.017392	0.068695	0.001383	0.001183	0.004582	0.000945	0.001038
Parking Lot	0.542116	0.037578	0.185203	0.118503	0.016241	0.005141	0.017392	0.068695	0.001383	0.001183	0.004582	0.000945	0.001038
Unrefrigerated Warehouse-No Rail	0.542116	0.037578	0.185203	0.118503	0.016241	0.005141	0.017392	0.068695	0.001383	0.001183	0.004582	0.000945	0.001038

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Natural Gas Mitigated						0.0518	0.0518		0.0518	0.0518						
Natural Gas Unmitigated						0.0518	0.0518		0.0518	0.0518						

Lawrence Equipment Warehouse - Riverside-South Coast County, Summer

5.2 Energy by Land Use - NaturalGas**Unmitigated**

Land Use	NaturalGas Use kBTU/yr	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Manufacturing	6538.06						0.0487	0.0487		0.0487	0.0487						
Other Asphalt Surfaces	0						0.0000	0.0000		0.0000	0.0000						
Other Non-Asphalt Surfaces	0						0.0000	0.0000		0.0000	0.0000						
Parking Lot	0						0.0000	0.0000		0.0000	0.0000						
Unrefrigerated Warehouse-No Rail	408.447						3.0400e-003	3.0400e-003		3.0400e-003	3.0400e-003						
Total							0.0518	0.0518		0.0518	0.0518						

Lawrence Equipment Warehouse - Riverside-South Coast County, Summer

5.2 Energy by Land Use - NaturalGas

Mitigated

Land Use	NaturalGas Use kBTU/yr	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
lb/day																	
Manufacturing	6.53806						0.0487	0.0487		0.0487	0.0487						
Other Asphalt Surfaces	0						0.0000	0.0000		0.0000	0.0000						
Other Non-Asphalt Surfaces	0						0.0000	0.0000		0.0000	0.0000						
Parking Lot	0						0.0000	0.0000		0.0000	0.0000						
Unrefrigerated Warehouse-No Rail	0.408447						3.0400e-003	3.0400e-003		3.0400e-003	3.0400e-003						
Total							0.0518	0.0518		0.0518	0.0518						

6.0 Area Detail

6.1 Mitigation Measures Area

Lawrence Equipment Warehouse - Riverside-South Coast County, Summer

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day															
Mitigated	1.2000e-004	1.2000e-004	1.2000e-004	1.2000e-004	1.2000e-004	1.2000e-004	1.2000e-004	1.2000e-004	1.2000e-004	1.2000e-004						
Unmitigated	1.2000e-004	1.2000e-004	1.2000e-004	1.2000e-004	1.2000e-004	1.2000e-004	1.2000e-004	1.2000e-004	1.2000e-004	1.2000e-004						

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day															
Architectural Coating						0.0000	0.0000		0.0000	0.0000						
Consumer Products						0.0000	0.0000		0.0000	0.0000						
Landscaping						1.2000e-004	1.2000e-004		1.2000e-004	1.2000e-004						
Total						1.2000e-004	1.2000e-004		1.2000e-004	1.2000e-004						

Lawrence Equipment Warehouse - Riverside-South Coast County, Summer

6.2 Area by SubCategory**Mitigated**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating						0.0000	0.0000		0.0000	0.0000						
Consumer Products						0.0000	0.0000		0.0000	0.0000						
Landscaping						1.2000e-004	1.2000e-004		1.2000e-004	1.2000e-004						
Total						1.2000e-004	1.2000e-004		1.2000e-004	1.2000e-004						

7.0 Water Detail**7.1 Mitigation Measures Water****8.0 Waste Detail****8.1 Mitigation Measures Waste****9.0 Operational Offroad**

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
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10.0 Stationary Equipment**Fire Pumps and Emergency Generators**

Lawrence Equipment Warehouse - Riverside-South Coast County, Summer

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type
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Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type
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User Defined Equipment

Equipment Type	Number
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11.0 Vegetation

Lawrence Equipment Warehouse - Riverside-South Coast County, Winter

Lawrence Equipment Warehouse
Riverside-South Coast County, Winter

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Manufacturing	73.45	1000sqft	1.69	73,450.00	0
Unrefrigerated Warehouse-No Rail	73.44	1000sqft	1.69	73,440.00	0
Parking Lot	57.69	1000sqft	1.32	57,690.00	0
Other Asphalt Surfaces	76.38	1000sqft	1.75	76,380.00	0
Other Non-Asphalt Surfaces	40.15	1000sqft	0.92	40,150.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.4	Precipitation Freq (Days)	28
Climate Zone	10			Operational Year	2021

Utility Company Southern California Edison

CO2 Intensity (lb/MW/hr)	702.44	CH4 Intensity (lb/MW/hr)	0.029	N2O Intensity (lb/MW/hr)	0.006
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1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use -

Demolition -

Table Name	Column Name	Default Value	New Value
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Lawrence Equipment Warehouse - Riverside-South Coast County, Winter

2.0 Emissions Summary**2.1 Overall Construction (Maximum Daily Emission)****Unmitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day															
2019					18.2675	2.3916	20.6591	9.9840	2.2003	12.1843						
2020					1.8484	1.1576	3.0059	0.4979	1.0888	1.5867						
Maximum					18.2675	2.3916	20.6591	9.9840	2.2003	12.1843						

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day															
2019					18.2675	2.3916	20.6591	9.9840	2.2003	12.1843						
2020					1.8484	1.1576	3.0059	0.4979	1.0888	1.5867						
Maximum					18.2675	2.3916	20.6591	9.9840	2.2003	12.1843						

Lawrence Equipment Warehouse - Riverside-South Coast County, Winter

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Lawrence Equipment Warehouse - Riverside-South Coast County, Winter

2.2 Overall Operational**Unmitigated Operational**

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
lb/day																
Area						1.2000e-004	1.2000e-004		1.2000e-004	1.2000e-004						
Energy						0.0518	0.0518		0.0518	0.0518						
Mobile					3.7776	0.0354	3.8130	1.0108	0.0332	1.0440						
Total					3.7776	0.0873	3.8649	1.0108	0.0851	1.0959						

Mitigated Operational

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
lb/day																
Area						1.2000e-004	1.2000e-004		1.2000e-004	1.2000e-004						
Energy						0.0518	0.0518		0.0518	0.0518						
Mobile					3.7776	0.0354	3.8130	1.0108	0.0332	1.0440						
Total					3.7776	0.0873	3.8649	1.0108	0.0851	1.0959						

Lawrence Equipment Warehouse - Riverside-South Coast County, Winter

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail**Construction Phase**

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	2/1/2019	2/28/2019	5	20	
2	Site Preparation	Site Preparation	3/1/2019	3/14/2019	5	10	
3	Grading	Grading	3/15/2019	4/11/2019	5	20	
4	Building Construction	Building Construction	4/12/2019	2/27/2020	5	230	
5	Paving	Paving	2/28/2020	3/26/2020	5	20	
6	Architectural Coating	Architectural Coating	3/27/2020	4/23/2020	5	20	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 10

Acres of Paving: 3.99

Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 220,335; Non-Residential Outdoor: 73,445; Striped Parking Area: 10,453
(Architectural Coating – sqft)**OffRoad Equipment**

Lawrence Equipment Warehouse - Riverside-South Coast County, Winter

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Architectural Coating	Air Compressors	1	6.00	78	0.48
Demolition	Excavators	3	8.00	158	0.38
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Grading	Excavators	1	8.00	158	0.38
Building Construction	Cranes	1	7.00	231	0.29
Building Construction	Forklifts	3	8.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Paving	Pavers	2	8.00	130	0.42
Paving	Rollers	2	8.00	80	0.38
Demolition	Rubber Tired Dozers	2	8.00	247	0.40
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Building Construction	Tractors/Loaders/Backhoes	3	7.00	97	0.37
Grading	Graders	1	8.00	187	0.41
Grading	Tractors/Loaders/Backhoes	3	8.00	97	0.37
Paving	Paving Equipment	2	8.00	132	0.36
Site Preparation	Tractors/Loaders/Backhoes	4	8.00	97	0.37
Site Preparation	Rubber Tired Dozers	3	8.00	247	0.40
Building Construction	Welders	1	8.00	46	0.45

Trips and VMT

Lawrence Equipment Warehouse - Riverside-South Coast County, Winter

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	6	15.00	0.00	8.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	7	18.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	6	15.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	135.00	53.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	27.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

3.2 Demolition - 2019

Unmitigated Construction On-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
lb/day																
Fugitive Dust					0.0891	0.0000	0.0891	0.0135	0.0000	0.0135						
Off-Road						1.7949	1.7949		1.6697	1.6697						
Total					0.0891	1.7949	1.8840	0.0135	1.6697	1.6832						

Lawrence Equipment Warehouse - Riverside-South Coast County, Winter

3.2 Demolition - 2019**Unmitigated Construction Off-Site**

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Hauling					7.000e-003	3.800e-004	7.370e-003	1.920e-003	3.600e-004	2.280e-003						
Vendor					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Worker					0.1677	1.030e-003	0.1687	0.0445	9.500e-004	0.0454						
Total					0.1747	1.410e-003	0.1761	0.0464	1.310e-003	0.0477						

Mitigated Construction On-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Fugitive Dust					0.0891	0.0000	0.0891	0.0135	0.0000	0.0135						
Off-Road						1.7949	1.7949		1.6697	1.6697						
Total					0.0891	1.7949	1.8840	0.0135	1.6697	1.6832						

Lawrence Equipment Warehouse - Riverside-South Coast County, Winter

3.2 Demolition - 2019**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day															
Hauling					7.0000e-003	3.8000e-004	7.3700e-003	1.9200e-003	3.6000e-004	2.2800e-003						
Vendor					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Worker					0.1677	1.0300e-003	0.1687	0.0445	9.5000e-004	0.0454						
Total					0.1747	1.4100e-003	0.1761	0.0464	1.3100e-003	0.0477						

3.3 Site Preparation - 2019**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day															
Fugitive Dust					18.0663	0.0000	18.0663	9.9307	0.0000	9.9307						
Off-Road						2.3904	2.3904		2.1991	2.1991						
Total					18.0663	2.3904	20.4566	9.9307	2.1991	12.1298						

Lawrence Equipment Warehouse - Riverside-South Coast County, Winter

3.3 Site Preparation - 2019**Unmitigated Construction Off-Site**

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Worker	0.2012	1.2400e-003	0.2024	0.0534	1.1400e-003	0.0545										
Total	0.2012	1.2400e-003	0.2024	0.0534	1.1400e-003	0.0545										

Mitigated Construction On-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	lb/day										lb/day					
Fugitive Dust	18.0663	0.0000	18.0663	9.9307	0.0000	9.9307										
Off-Road	2.3904	2.3904	2.3904	2.1991	2.1991											
Total	18.0663	2.3904	20.4566	9.9307	2.1991	12.1298										

Lawrence Equipment Warehouse - Riverside-South Coast County, Winter

3.3 Site Preparation - 2019**Mitigated Construction Off-Site**

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
lb/day																
Hauling					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Vendor					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Worker					0.2012	1.2400e-003	0.2024	0.0534	1.1400e-003	0.0545						
Total					0.2012	1.2400e-003	0.2024	0.0534	1.1400e-003	0.0545						

3.4 Grading - 2019**Unmitigated Construction On-Site**

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
lb/day																
Fugitive Dust					6.5523	0.0000	6.5523	3.3675	0.0000	3.3675						
Off-Road						1.3974	1.3974		1.2856	1.2856						
Total					6.5523	1.3974	7.9497	3.3675	1.2856	4.6531						

Lawrence Equipment Warehouse - Riverside-South Coast County, Winter

3.4 Grading - 2019**Unmitigated Construction Off-Site**

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	lb/day															
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Worker	0.1677	1.0300e-003	0.1687	0.0445	9.5000e-004	0.0445	0.1687	0.0445	9.5000e-004	0.0454						
Total	0.1677	1.0300e-003	0.1687	0.0445	9.5000e-004	0.0445	0.1687	0.0445	9.5000e-004	0.0454						

Mitigated Construction On-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	lb/day															
Fugitive Dust	6.5523	0.0000	6.5523	3.3675	0.0000	3.3675	6.5523	3.3675	0.0000	3.3675						
Off-Road	1.3974	1.3974	1.3974	1.2856	1.2856	1.2856	1.3974	1.2856	1.2856	1.2856						
Total	6.5523	1.3974	7.9497	3.3675	1.2856	4.6531	7.9497	3.3675	1.2856	4.6531						

Lawrence Equipment Warehouse - Riverside-South Coast County, Winter

3.4 Grading - 2019**Mitigated Construction Off-Site**

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Worker	0.1677	1.0300e-003	0.1687	0.0445	9.5000e-004	0.0454										
Total	0.1677	1.0300e-003	0.1687	0.0445	9.5000e-004	0.0454										

3.5 Building Construction - 2019**Unmitigated Construction On-Site**

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	lb/day										lb/day					
Off-Road	1.2899	1.2899	1.2899	1.2127												
Total	1.2899	1.2899	1.2899	1.2127	1.2127	1.2127										

Lawrence Equipment Warehouse - Riverside-South Coast County, Winter

3.5 Building Construction - 2019**Unmitigated Construction Off-Site**

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Vendor	0.3394	0.0464	0.0977	0.0444	0.1421											
Worker	1.5090	9.3100e-003	1.5183	0.4002	8.5800e-003	0.4088										
Total	1.8484	0.0557	1.9041	0.4979	0.0530	0.5509										

Mitigated Construction On-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Off-Road	1.2899	1.2899	1.2899	1.2127	1.2127											
Total	1.2899	1.2899	1.2899	1.2127	1.2127											

Lawrence Equipment Warehouse - Riverside-South Coast County, Winter

3.5 Building Construction - 2019**Mitigated Construction Off-Site**

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Hauling					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Vendor					0.3394	0.0464	0.3858	0.0977	0.0444	0.1421						
Worker					1.5090	9.3100e-003	1.5183	0.4002	8.5800e-003	0.4088						
Total					1.8484	0.0557	1.9041	0.4979	0.0530	0.5509						

3.5 Building Construction - 2020**Unmitigated Construction On-Site**

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Off-Road						1.1171	1.1171		1.0503	1.0503						
Total					1.1171	1.1171	1.1171		1.0503	1.0503						

Lawrence Equipment Warehouse - Riverside-South Coast County, Winter

3.5 Building Construction - 2020**Unmitigated Construction Off-Site**

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Vendor	0.3394	0.0314	0.3708	0.0300	0.0977	0.0300	0.1277									
Worker	1.5090	9.1400e-003	1.5181	0.4002	8.4100e-003	0.4086										
Total	1.8484	0.0405	1.8889	0.0384	0.4979	0.5363										

Mitigated Construction On-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	lb/day										lb/day					
Off-Road	1.1171	1.1171	1.1171	1.0503												
Total	1.1171	1.1171	1.1171	1.0503	1.0503	1.0503										

Lawrence Equipment Warehouse - Riverside-South Coast County, Winter

3.5 Building Construction - 2020**Mitigated Construction Off-Site**

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
lb/day																
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	...	...	...	...	...	...
Vendor	0.3394	0.0314	0.3708	0.0977	0.0300	0.1277	...	...	...	...	...	...
Worker	1.5090	9.1400e-003	1.5181	0.4002	8.4100e-003	0.4086	...	...	...	...	...	...
Total					1.8484	0.0405	1.8889	0.4979	0.0384	0.5363						

3.6 Paving - 2020**Unmitigated Construction On-Site**

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
lb/day																
Off-Road	0.7528	0.7528	...	0.6926	0.6926	...	...	...	...	...	...
Paving	0.0000	0.0000	...	0.0000	0.0000	...	...	...	...	...	...
Total						0.7528	0.7528		0.6926	0.6926						

Lawrence Equipment Warehouse - Riverside-South Coast County, Winter

3.6 Paving - 2020**Unmitigated Construction Off-Site**

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Hauling					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Vendor					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Worker					0.1677	1.0200e-003	0.1687	0.0445	9.3000e-004	0.0454						
Total					0.1677	1.0200e-003	0.1687	0.0445	9.3000e-004	0.0454						

Mitigated Construction On-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Off-Road						0.7528	0.7528		0.6926	0.6926						
Paving						0.0000	0.0000		0.0000	0.0000						
Total						0.7528	0.7528		0.6926	0.6926						

Lawrence Equipment Warehouse - Riverside-South Coast County, Winter

3.6 Paving - 2020**Mitigated Construction Off-Site**

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
lb/day																
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Worker	0.1677	1.0200e-003	0.1687	0.0445	9.3000e-004	0.0454										
Total	0.1677	1.0200e-003	0.1687	0.0445	9.3000e-004	0.0454										

3.7 Architectural Coating - 2020**Unmitigated Construction On-Site**

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
lb/day																
Archit. Coating	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Off-Road	0.1109	0.1109	0.1109	0.1109	0.1109	0.1109	0.1109	0.1109	0.1109	0.1109						
Total	0.1109	0.1109	0.1109	0.1109	0.1109	0.1109	0.1109	0.1109	0.1109	0.1109						

Lawrence Equipment Warehouse - Riverside-South Coast County, Winter

3.7 Architectural Coating - 2020**Unmitigated Construction Off-Site**

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10- Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Hauling					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Vendor					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Worker					0.3018	1.8300e-003	0.3036	0.0800	1.6800e-003	0.0817						
Total					0.3018	1.8300e-003	0.3036	0.0800	1.6800e-003	0.0817						

Mitigated Construction On-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10- Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Archit. Coating						0.0000	0.0000		0.0000	0.0000						
Off-Road						0.1109	0.1109		0.1109	0.1109						
Total						0.1109	0.1109		0.1109	0.1109						

Lawrence Equipment Warehouse - Riverside-South Coast County, Winter

3.7 Architectural Coating - 2020**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Vendor					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000						
Worker					0.3018	1.8300e-003	0.3036	0.0800	1.6800e-003	0.0817						
Total					0.3018	1.8300e-003	0.3036	0.0800	1.6800e-003	0.0817						

4.0 Operational Detail - Mobile**4.1 Mitigation Measures Mobile**

Lawrence Equipment Warehouse - Riverside-South Coast County, Winter

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Mitigated					3.7776	0.0354	3.8130	1.0108	0.0332	1.0440						
Unmitigated					3.7776	0.0354	3.8130	1.0108	0.0332	1.0440						

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate				Unmitigated		Mitigated	
	Weekday	Saturday	Sunday		Annual VMT		Annual VMT	
Manufacturing	280.58	109.44	45.54		985,529		985,529	
Other Asphalt Surfaces	0.00	0.00	0.00					
Other Non-Asphalt Surfaces	0.00	0.00	0.00					
Parking Lot	0.00	0.00	0.00					
Unrefrigerated Warehouse-No Rail	123.38	123.38	123.38		528,768		528,768	
Total	403.96	232.82	168.92		1,514,297		1,514,297	

4.3 Trip Type Information

Land Use	Miles				Trip %				Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by		
Manufacturing	16.60	8.40	6.90	59.00	28.00	13.00	92	5	3		
Other Asphalt Surfaces	16.60	8.40	6.90	0.00	0.00	0.00	0	0	0		
Other Non-Asphalt Surfaces	16.60	8.40	6.90	0.00	0.00	0.00	0	0	0		
Parking Lot	16.60	8.40	6.90	0.00	0.00	0.00	0	0	0		
Unrefrigerated Warehouse-No	16.60	8.40	6.90	59.00	0.00	41.00	92	5	3		

Lawrence Equipment Warehouse - Riverside-South Coast County, Winter

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Manufacturing	0.542116	0.037578	0.185203	0.118503	0.016241	0.005141	0.017392	0.068695	0.001383	0.001183	0.004582	0.000945	0.001038
Other Asphalt Surfaces	0.542116	0.037578	0.185203	0.118503	0.016241	0.005141	0.017392	0.068695	0.001383	0.001183	0.004582	0.000945	0.001038
Other Non-Asphalt Surfaces	0.542116	0.037578	0.185203	0.118503	0.016241	0.005141	0.017392	0.068695	0.001383	0.001183	0.004582	0.000945	0.001038
Parking Lot	0.542116	0.037578	0.185203	0.118503	0.016241	0.005141	0.017392	0.068695	0.001383	0.001183	0.004582	0.000945	0.001038
Unrefrigerated Warehouse-No Rail	0.542116	0.037578	0.185203	0.118503	0.016241	0.005141	0.017392	0.068695	0.001383	0.001183	0.004582	0.000945	0.001038

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Natural Gas Mitigated						0.0518	0.0518		0.0518	0.0518						
Natural Gas Unmitigated						0.0518	0.0518		0.0518	0.0518						

Lawrence Equipment Warehouse - Riverside-South Coast County, Winter

5.2 Energy by Land Use - NaturalGas**Unmitigated**

Land Use	NaturalGas Use kBTU/yr	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Manufacturing	6538.06						0.0487	0.0487		0.0487	0.0487						
Other Asphalt Surfaces	0						0.0000	0.0000		0.0000	0.0000						
Other Non- Asphalt Surfaces	0						0.0000	0.0000		0.0000	0.0000						
Parking Lot	0						0.0000	0.0000		0.0000	0.0000						
Unrefrigerated Warehouse-No Rail	408.447						3.0400e-003	3.0400e-003		3.0400e-003	3.0400e-003						
Total							0.0518	0.0518		0.0518	0.0518						

Lawrence Equipment Warehouse - Riverside-South Coast County, Winter

5.2 Energy by Land Use - NaturalGas**Mitigated**

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day											lb/day				
Manufacturing	6.53806						0.0487	0.0487		0.0487	0.0487						
Other Asphalt Surfaces	0						0.0000	0.0000		0.0000	0.0000						
Other Non-Asphalt Surfaces	0						0.0000	0.0000		0.0000	0.0000						
Parking Lot	0						0.0000	0.0000		0.0000	0.0000						
Unrefrigerated Warehouse-No Rail	0.408447						3.0400e-003	3.0400e-003		3.0400e-003	3.0400e-003						
Total							0.0518	0.0518		0.0518	0.0518						

6.0 Area Detail**6.1 Mitigation Measures Area**

Lawrence Equipment Warehouse - Riverside-South Coast County, Winter

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	1.2000e-004	1.2000e-004	1.2000e-004	1.2000e-004	1.2000e-004	1.2000e-004	1.2000e-004	1.2000e-004	1.2000e-004	1.2000e-004						
Unmitigated	1.2000e-004	1.2000e-004	1.2000e-004	1.2000e-004	1.2000e-004	1.2000e-004	1.2000e-004	1.2000e-004	1.2000e-004	1.2000e-004						

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating						0.0000	0.0000		0.0000	0.0000						
Consumer Products						0.0000	0.0000		0.0000	0.0000						
Landscaping						1.2000e-004	1.2000e-004		1.2000e-004	1.2000e-004						
Total						1.2000e-004	1.2000e-004		1.2000e-004	1.2000e-004						

Lawrence Equipment Warehouse - Riverside-South Coast County, Winter

6.2 Area by SubCategory**Mitigated**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating						0.0000	0.0000		0.0000	0.0000						
Consumer Products						0.0000	0.0000		0.0000	0.0000						
Landscaping						1.2000e-004	1.2000e-004		1.2000e-004	1.2000e-004						
Total						1.2000e-004	1.2000e-004		1.2000e-004	1.2000e-004						

7.0 Water Detail**7.1 Mitigation Measures Water****8.0 Waste Detail****8.1 Mitigation Measures Waste****9.0 Operational Offroad**

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
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10.0 Stationary Equipment**Fire Pumps and Emergency Generators**

Lawrence Equipment Warehouse - Riverside-South Coast County, Winter

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type
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Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type
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User Defined Equipment

Equipment Type	Number
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11.0 Vegetation



Technical Consultation, Data Analysis and
Litigation Support for the Environment

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**Geologic and Hydrogeologic Characterization
Industrial Stormwater Compliance
Investigation and Remediation Strategies
Litigation Support and Testifying Expert
CEQA Review**

Education:

M.S. Degree, Geology, California State University Los Angeles, Los Angeles, CA, 1984.

B.A. Degree, Geology, Humboldt State University, Arcata, CA, 1982.

Professional Certifications:

California Professional Geologist

California Certified Hydrogeologist

Qualified SWPPP Developer and Practitioner

Professional Experience:

Matt has 25 years of experience in environmental policy, assessment and remediation. He spent nine years with the U.S. EPA in the RCRA and Superfund programs and served as EPA's Senior Science Policy Advisor in the Western Regional Office where he identified emerging threats to groundwater from perchlorate and MTBE. While with EPA, Matt also served as a Senior Hydrogeologist in the oversight of the assessment of seven major military facilities undergoing base closure. He led numerous enforcement actions under provisions of the Resource Conservation and Recovery Act (RCRA) while also working with permit holders to improve hydrogeologic characterization and water quality monitoring.

Matt has worked closely with U.S. EPA legal counsel and the technical staff of several states in the application and enforcement of RCRA, Safe Drinking Water Act and Clean Water Act regulations. Matt has trained the technical staff in the States of California, Hawaii, Nevada, Arizona and the Territory of Guam in the conduct of investigations, groundwater fundamentals, and sampling techniques.

Positions Matt has held include:

- Founding Partner, Soil/Water/Air Protection Enterprise (SWAPE) (2003 – present);
- Geology Instructor, Golden West College, 2010 – 2014;
- Senior Environmental Analyst, Komex H₂O Science, Inc. (2000 -- 2003);

- Executive Director, Orange Coast Watch (2001 – 2004);
- Senior Science Policy Advisor and Hydrogeologist, U.S. Environmental Protection Agency (1989–1998);
- Hydrogeologist, National Park Service, Water Resources Division (1998 – 2000);
- Adjunct Faculty Member, San Francisco State University, Department of Geosciences (1993 – 1998);
- Instructor, College of Marin, Department of Science (1990 – 1995);
- Geologist, U.S. Forest Service (1986 – 1998); and
- Geologist, Dames & Moore (1984 – 1986).

Senior Regulatory and Litigation Support Analyst:

With SWAPE, Matt's responsibilities have included:

- Lead analyst and testifying expert in the review of over 100 environmental impact reports since 2003 under CEQA that identify significant issues with regard to hazardous waste, water resources, water quality, air quality, Valley Fever, greenhouse gas emissions, and geologic hazards. Make recommendations for additional mitigation measures to lead agencies at the local and county level to include additional characterization of health risks and implementation of protective measures to reduce worker exposure to hazards from toxins and Valley Fever.
- Stormwater analysis, sampling and best management practice evaluation at industrial facilities.
- Manager of a project to provide technical assistance to a community adjacent to a former Naval shipyard under a grant from the U.S. EPA.
- Technical assistance and litigation support for vapor intrusion concerns.
- Lead analyst and testifying expert in the review of environmental issues in license applications for large solar power plants before the California Energy Commission.
- Manager of a project to evaluate numerous formerly used military sites in the western U.S.
- Manager of a comprehensive evaluation of potential sources of perchlorate contamination in Southern California drinking water wells.
- Manager and designated expert for litigation support under provisions of Proposition 65 in the review of releases of gasoline to sources drinking water at major refineries and hundreds of gas stations throughout California.
- Expert witness on two cases involving MTBE litigation.
- Expert witness and litigation support on the impact of air toxins and hazards at a school.
- Expert witness in litigation at a former plywood plant.

With Komex H2O Science Inc., Matt's duties included the following:

- Senior author of a report on the extent of perchlorate contamination that was used in testimony by the former U.S. EPA Administrator and General Counsel.
- Senior researcher in the development of a comprehensive, electronically interactive chronology of MTBE use, research, and regulation.
- Senior researcher in the development of a comprehensive, electronically interactive chronology of perchlorate use, research, and regulation.
- Senior researcher in a study that estimates nationwide costs for MTBE remediation and drinking water treatment, results of which were published in newspapers nationwide and in testimony against provisions of an energy bill that would limit liability for oil companies.
- Research to support litigation to restore drinking water supplies that have been contaminated by MTBE in California and New York.

- Expert witness testimony in a case of oil production-related contamination in Mississippi.
- Lead author for a multi-volume remedial investigation report for an operating school in Los Angeles that met strict regulatory requirements and rigorous deadlines.

- Development of strategic approaches for cleanup of contaminated sites in consultation with clients and regulators.

Executive Director:

As Executive Director with Orange Coast Watch, Matt led efforts to restore water quality at Orange County beaches from multiple sources of contamination including urban runoff and the discharge of wastewater. In reporting to a Board of Directors that included representatives from leading Orange County universities and businesses, Matt prepared issue papers in the areas of treatment and disinfection of wastewater and control of the discharge of grease to sewer systems. Matt actively participated in the development of countywide water quality permits for the control of urban runoff and permits for the discharge of wastewater. Matt worked with other nonprofits to protect and restore water quality, including Surfrider, Natural Resources Defense Council and Orange County CoastKeeper as well as with business institutions including the Orange County Business Council.

Hydrogeology:

As a Senior Hydrogeologist with the U.S. Environmental Protection Agency, Matt led investigations to characterize and cleanup closing military bases, including Mare Island Naval Shipyard, Hunters Point Naval Shipyard, Treasure Island Naval Station, Alameda Naval Station, Moffett Field, Mather Army Airfield, and Sacramento Army Depot. Specific activities were as follows:

- Led efforts to model groundwater flow and contaminant transport, ensured adequacy of monitoring networks, and assessed cleanup alternatives for contaminated sediment, soil, and groundwater.
- Initiated a regional program for evaluation of groundwater sampling practices and laboratory analysis at military bases.
- Identified emerging issues, wrote technical guidance, and assisted in policy and regulation development through work on four national U.S. EPA workgroups, including the Superfund Groundwater Technical Forum and the Federal Facilities Forum.

At the request of the State of Hawaii, Matt developed a methodology to determine the vulnerability of groundwater to contamination on the islands of Maui and Oahu. He used analytical models and a GIS to show zones of vulnerability, and the results were adopted and published by the State of Hawaii and County of Maui.

As a hydrogeologist with the EPA Groundwater Protection Section, Matt worked with provisions of the Safe Drinking Water Act and NEPA to prevent drinking water contamination. Specific activities included the following:

- Received an EPA Bronze Medal for his contribution to the development of national guidance for the protection of drinking water.
- Managed the Sole Source Aquifer Program and protected the drinking water of two communities through designation under the Safe Drinking Water Act. He prepared geologic reports, conducted public hearings, and responded to public comments from residents who were very concerned about the impact of designation.

- Reviewed a number of Environmental Impact Statements for planned major developments, including large hazardous and solid waste disposal facilities, mine reclamation, and water transfer.

Matt served as a hydrogeologist with the RCRA Hazardous Waste program. Duties were as follows:

- Supervised the hydrogeologic investigation of hazardous waste sites to determine compliance with Subtitle C requirements.
- Reviewed and wrote "part B" permits for the disposal of hazardous waste.
- Conducted RCRA Corrective Action investigations of waste sites and led inspections that formed the basis for significant enforcement actions that were developed in close coordination with U.S. EPA legal counsel.
- Wrote contract specifications and supervised contractor's investigations of waste sites.

With the National Park Service, Matt directed service-wide investigations of contaminant sources to prevent degradation of water quality, including the following tasks:

- Applied pertinent laws and regulations including CERCLA, RCRA, NEPA, NRDA, and the Clean Water Act to control military, mining, and landfill contaminants.
- Conducted watershed-scale investigations of contaminants at parks, including Yellowstone and Olympic National Park.
- Identified high-levels of perchlorate in soil adjacent to a national park in New Mexico and advised park superintendent on appropriate response actions under CERCLA.
- Served as a Park Service representative on the Interagency Perchlorate Steering Committee, a national workgroup.
- Developed a program to conduct environmental compliance audits of all National Parks while serving on a national workgroup.
- Co-authored two papers on the potential for water contamination from the operation of personal watercraft and snowmobiles, these papers serving as the basis for the development of nation-wide policy on the use of these vehicles in National Parks.
- Contributed to the Federal Multi-Agency Source Water Agreement under the Clean Water Action Plan.

Policy:

Served senior management as the Senior Science Policy Advisor with the U.S. Environmental Protection Agency, Region 9. Activities included the following:

- Advised the Regional Administrator and senior management on emerging issues such as the potential for the gasoline additive MTBE and ammonium perchlorate to contaminate drinking water supplies.
- Shaped EPA's national response to these threats by serving on workgroups and by contributing to guidance, including the Office of Research and Development publication, Oxygenates in Water: Critical Information and Research Needs.
- Improved the technical training of EPA's scientific and engineering staff.
- Earned an EPA Bronze Medal for representing the region's 300 scientists and engineers in negotiations with the Administrator and senior management to better integrate scientific principles into the policy-making process.
- Established national protocol for the peer review of scientific documents.

Geology:

With the U.S. Forest Service, Matt led investigations to determine hillslope stability of areas proposed for timber harvest in the central Oregon Coast Range. Specific activities were as follows:

- Mapped geology in the field, and used aerial photographic interpretation and mathematical models to determine slope stability.
- Coordinated his research with community members who were concerned with natural resource protection.
- Characterized the geology of an aquifer that serves as the sole source of drinking water for the city of Medford, Oregon.

As a consultant with Dames and Moore, Matt led geologic investigations of two contaminated sites (later listed on the Superfund NPL) in the Portland, Oregon, area and a large hazardous waste site in eastern Oregon. Duties included the following:

- Supervised year-long effort for soil and groundwater sampling.
- Conducted aquifer tests.
- Investigated active faults beneath sites proposed for hazardous waste disposal.

Teaching:

From 1990 to 1998, Matt taught at least one course per semester at the community college and university levels:

- At San Francisco State University, held an adjunct faculty position and taught courses in environmental geology, oceanography (lab and lecture), hydrogeology, and groundwater contamination.
- Served as a committee member for graduate and undergraduate students.
- Taught courses in environmental geology and oceanography at the College of Marin.

Matt taught physical geology (lecture and lab and introductory geology at Golden West College in Huntington Beach, California from 2010 to 2014.

Invited Testimony, Reports, Papers and Presentations:

Hagemann, M.F., 2008. Disclosure of Hazardous Waste Issues under CEQA. Presentation to the Public Environmental Law Conference, Eugene, Oregon.

Hagemann, M.F., 2008. Disclosure of Hazardous Waste Issues under CEQA. Invited presentation to U.S. EPA Region 9, San Francisco, California.

Hagemann, M.F., 2005. Use of Electronic Databases in Environmental Regulation, Policy Making and Public Participation. Brownfields 2005, Denver, Colorado.

Hagemann, M.F., 2004. Perchlorate Contamination of the Colorado River and Impacts to Drinking Water in Nevada and the Southwestern U.S. Presentation to a meeting of the American Groundwater Trust, Las Vegas, NV (served on conference organizing committee).

Hagemann, M.F., 2004. Invited testimony to a California Senate committee hearing on air toxins at schools in Southern California, Los Angeles.

Brown, A., Farrow, J., Gray, A. and **Hagemann, M.**, 2004. An Estimate of Costs to Address MTBE Releases from Underground Storage Tanks and the Resulting Impact to Drinking Water Wells. Presentation to the Ground Water and Environmental Law Conference, National Groundwater Association.

Hagemann, M.F., 2004. Perchlorate Contamination of the Colorado River and Impacts to Drinking Water in Arizona and the Southwestern U.S. Presentation to a meeting of the American Groundwater Trust, Phoenix, AZ (served on conference organizing committee).

Hagemann, M.F., 2003. Perchlorate Contamination of the Colorado River and Impacts to Drinking Water in the Southwestern U.S. Invited presentation to a special committee meeting of the National Academy of Sciences, Irvine, CA.

Hagemann, M.F., 2003. Perchlorate Contamination of the Colorado River. Invited presentation to a tribal EPA meeting, Pechanga, CA.

Hagemann, M.F., 2003. Perchlorate Contamination of the Colorado River. Invited presentation to a meeting of tribal representatives, Parker, AZ.

Hagemann, M.F., 2003. Impact of Perchlorate on the Colorado River and Associated Drinking Water Supplies. Invited presentation to the Inter-Tribal Meeting, Torres Martinez Tribe.

Hagemann, M.F., 2003. The Emergence of Perchlorate as a Widespread Drinking Water Contaminant. Invited presentation to the U.S. EPA Region 9.

Hagemann, M.F., 2003. A Deductive Approach to the Assessment of Perchlorate Contamination. Invited presentation to the California Assembly Natural Resources Committee.

Hagemann, M.F., 2003. Perchlorate: A Cold War Legacy in Drinking Water. Presentation to a meeting of the National Groundwater Association.

Hagemann, M.F., 2002. From Tank to Tap: A Chronology of MTBE in Groundwater. Presentation to a meeting of the National Groundwater Association.

Hagemann, M.F., 2002. A Chronology of MTBE in Groundwater and an Estimate of Costs to Address Impacts to Groundwater. Presentation to the annual meeting of the Society of Environmental Journalists.

Hagemann, M.F., 2002. An Estimate of the Cost to Address MTBE Contamination in Groundwater (and Who Will Pay). Presentation to a meeting of the National Groundwater Association.

Hagemann, M.F., 2002. An Estimate of Costs to Address MTBE Releases from Underground Storage Tanks and the Resulting Impact to Drinking Water Wells. Presentation to a meeting of the U.S. EPA and State Underground Storage Tank Program managers.

Hagemann, M.F., 2001. From Tank to Tap: A Chronology of MTBE in Groundwater. Unpublished report.

Hagemann, M.F., 2001. Estimated Cleanup Cost for MTBE in Groundwater Used as Drinking Water. Unpublished report.

Hagemann, M.F., 2001. Estimated Costs to Address MTBE Releases from Leaking Underground Storage Tanks. Unpublished report.

Hagemann, M.F., and **VanMouwerik, M.**, 1999. Potential Water Quality Concerns Related to Snowmobile Usage. Water Resources Division, National Park Service, Technical Report.

VanMouwerik, M. and **Hagemann, M.F.** 1999, Water Quality Concerns Related to Personal Watercraft Usage. Water Resources Division, National Park Service, Technical Report.

Hagemann, M.F., 1999, Is Dilution the Solution to Pollution in National Parks? The George Wright Society Biannual Meeting, Asheville, North Carolina.

Hagemann, M.F., 1997, The Potential for MTBE to Contaminate Groundwater. U.S. EPA Superfund Groundwater Technical Forum Annual Meeting, Las Vegas, Nevada.

Hagemann, M.F., and **Gill, M.**, 1996, Impediments to Intrinsic Remediation, Moffett Field Naval Air Station, Conference on Intrinsic Remediation of Chlorinated Hydrocarbons, Salt Lake City.

Hagemann, M.F., **Fukunaga, G.L.**, 1996, The Vulnerability of Groundwater to Anthropogenic Contaminants on the Island of Maui, Hawaii. Hawaii Water Works Association Annual Meeting, Maui, October 1996.

Hagemann, M. F., **Fukanaga, G. L.**, 1996, Ranking Groundwater Vulnerability in Central Oahu, Hawaii. Proceedings, Geographic Information Systems in Environmental Resources Management, Air and Waste Management Association Publication VIP-61.

Hagemann, M.F., 1994. Groundwater Characterization and Cleanup at Closing Military Bases in California. Proceedings, California Groundwater Resources Association Meeting.

Hagemann, M.F. and **Sabol, M.A.**, 1993. Role of the U.S. EPA in the High Plains States Groundwater Recharge Demonstration Program. Proceedings, Sixth Biennial Symposium on the Artificial Recharge of Groundwater.

Hagemann, M.F., 1993. U.S. EPA Policy on the Technical Impracticability of the Cleanup of DNAPL-contaminated Groundwater. California Groundwater Resources Association Meeting.

Hagemann, M.F., 1992. Dense Nonaqueous Phase Liquid Contamination of Groundwater: An Ounce of Prevention... Proceedings, Association of Engineering Geologists Annual Meeting, v. 35.

Other Experience:

Selected as subject matter expert for the California Professional Geologist licensing examination, 2009-2011.



CITY OF BANNING CITY COUNCIL REPORT

TO: CITY COUNCIL

FROM: Douglas Schulze, City Manager

PREPARED BY: Ted Shove, Economic Development Manager

MEETING DATE: March 12, 2019

SUBJECT: Adopt Resolution No. 2019-__, Approving an Agreement for the Purchase of Real Property at 1581 Charles Street, Banning, in an Amount Not to Exceed \$475,020

RECOMMENDED ACTION:

That the City Council Adopt Resolution No. 2019-__:

1. Approving the "Agreement for Purchase and Sale and Escrow Instructions Between City of Banning and Douglas D. Finnie and Adelheid F. Finnie, Trustees of the Finnie Family Trust dated July 27, 1990 located at 1581 Charles Street, Banning (APN 543-090-008)"; and
2. Authorize the City Manager to execute the Agreement for Purchase and Sale and Escrow Instructions and Certificate of Acceptance for Real Property located at 1581 Charles Street, Banning (APN 543-090-0088); and
3. Authorize Administrative Services Director to make necessary budget adjustments and appropriations for FY 2019.

BACKGROUND:

The City has experienced significant interest in industrial development in the southeast quadrant of the City. This area has been considered for expansion of Electric Utility operations over the past few years and more so with the increased interest in new development.

The Electric Utility Department (“Department”) is considering an expansion site for its substation located in the area. The proposed site lies along one of the main routes for transmission lines used by the Department to convey electrical power throughout the southeastern portions of the City.

City staff has contacts several property owners to discuss partial or whole acquisition of real property in the area for a proposed expanded substation. The property located at 1581 Charles Street consists of approximately 4.35 Acres and located at the northwest corner of Charles and Hathaway Streets. The proposed site provide several cost saving advantages for a potential expanded electric utility substation, due to proximity to existing infrastructure.

Upon Council direction earlier this year, Staff commissioned an appraisal by a state licensed real estate appraiser to determine the value of the property. The purchase price for this property was established at \$475,020 and was based on the fair market value estimate determined by the City’s independent appraiser. The Agreement also calls for the Seller to pay all closing costs and commissions and includes a closing date of April 29, 2019.

Government Code Section 65402 requires that a jurisdiction’s planning agency (i.e. Planning Commission) review and report upon whether the proposed acquisition of real property for public purposes is consistent with the adopted General Plan. The proposed acquisition of this property is scheduled to be considered by the Planning Commission at its April 3, 2019 meeting.

Staff has reviewed the contemplated property acquisition pursuant to the guidelines of the California Environmental Quality Act (CEQA) and determined that its acquisition to be Categorically Exempt pursuant to Section 15061(b)(3): “Review for Exemption” of the California Environmental Quality Act Guidelines. The acquisition of the property is exempt from review under CEQA because the purchase will not have a significant effect on the environment since the subject action only relates to the purchase of the property. Further environmental review may be conducted at such time as the City formally considers its development.

Staff recommends approving this acquisition for long term infrastructure growth needs.

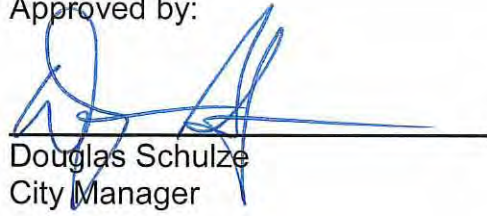
FISCAL IMPACT:

The purchase price is \$475,020. Funds to be sourced from Account 674-7000-473.96-33.

ATTACHMENTS:

1. Resolution No. 2019-__
2. Purchase and Sale and Escrow Instructions Agreement – Partially Executed

Approved by:



Douglas Schulze
City Manager

ATTACHMENT 1

Resolution 2019-____

RESOLUTION 2019-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING,
CALIFORNIA, APPROVING AN AGREEMENT FOR THE PURCHASE OF
REAL PROPERTY AT 1581 CHARLES STREET, BANNING (APN 543-
090-008)**

WHEREAS, the City of Banning seeks to acquire real property for a proposed future project relating to the City's Electric Utility operations; and

WHEREAS, the City extended an offer to purchase real property to the owner of record, Douglas D. Finnie and Adelheid F. Finnie, Trustees of the Finnie Family Trust dated July 27, 1990 for real property located at 1581 Charles Street, Banning, and identified as Riverside County Tax Assessor's Parcel Number 543-090-008 ("Finnie Trust Parcel"). The Agreement for Purchase and Sale and Escrow Instructions is attached as Attachment 2 to the staff report. The City's offer was based on the fair market value estimate determined by the City's independent appraiser; and

WHEREAS, the property acquisition was reviewed pursuant to the State Guidelines for the California Environmental Quality Act (CEQA) and determined by staff to be Categorically Exempt pursuant to Section 15061(b)(3): "Review for Exemption" of the California Environmental Quality Act Guidelines. The acquisition of the property is exempt from review under CEQA because the purchase will not have a significant effect on the environment since the subject action only relates to the purchase of the property. Further environmental review may be conducted at such time as the City formally considers its development; and

WHEREAS, Government Code Section 65402 requires that a jurisdiction's planning agency (i.e. Planning Commission) review and report upon whether the proposed acquisition of real property for public purposes is consistent with the adopted General Plan. The proposed acquisition of this property is scheduled to be considered by the Planning Commission at its April 3, 2019 meeting.

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

SECTION 1. The Banning City Council adopts Resolution 2019-_____ approving the Agreement for Purchase and Sale and Escrow Instructions between City of Banning and Douglas D. Finnie and Adelheid F. Finnie, Trustees of the Finnie Family Trust dated July 27, 1990 for the purchase of the Subject Fee Property for the sum of \$475,020. A copy of the Agreement is attached as Attachment 2 to the staff report that accompanies this Resolution.

SECTION 2. The environmental impacts of the real property acquisition from this action were determined to be Categorically Exempt pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines. The acquisition is exempt from review under CEQA because the purchase will not have a significant effect on the environment

since the subject action only relates to the purchase of the property. The City Council concurs with City Staff's determination that the acquisition qualifies as exempt from CEQA pursuant to Section 15061(b)(3) of the State CEQA Guidelines because the subject action only relates to the purchase of the property. Further environmental review may be conducted at such time as the City formally considers its development.

SECTION 3. The City Manager is authorized to execute the Agreement, in substantially the form attached as Attachment 2 to the staff report that accompanies the Resolution, Certificate of Acceptance, escrow documents, and any such documents or instruments that are necessary to effect the transfer of real property contemplated in the Agreement, or to memorialize any necessary extension of the term as provided for in the Agreement.

SECTION 4. The Administrative Services Director is authorized to make necessary budget adjustments, appropriations and transfers to effectuate the property transactions contemplated in the Agreement, including but not limited to the payment of the Purchase Price of \$475,020.

SECTION 5. The City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 12th day of March, 2019.

Arthur L. Welch, Mayor
City of Banning

ATTEST:

Daryl Betancur, Deputy City Clerk
City of Banning

APPROVED AS TO FORM:

Kevin G. Ennis, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Daryl Betancur, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2019-____, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 12th day of March, 2019, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Daryl Betancur, Deputy City Clerk
City of Banning, California

ATTACHMENT 2

Purchase and Sale and
Escrow Instructions
Agreement-Partially
Executed

**AGREEMENT FOR PURCHASE AND SALE
AND ESCROW INSTRUCTIONS**

THIS AGREEMENT FOR PURCHASE AND SALE AND ESCROW INSTRUCTIONS (this "Agreement") is dated as of March 12, 2019, and is entered into by and between the CITY OF BANNING ("Buyer"), and DOUGLAS D. FINNIE and ADELHEID F. FINNIE, Trustees of the Finnie Family Trust dated July 27, 1990 (collectively, "Seller"). Upon execution of this Agreement by Buyer, Buyer shall promptly deliver a copy of this executed Agreement to Seller.

RECITALS

A. Seller is the owner of the land at 1581 Charles Street in Banning, CA 92220 bearing APN 543-090-008-5 which is more particularly described on Exhibit "A" and the improvements, fixtures and personal property (if any) thereon (collectively, the "Property").

B. Buyer desires to purchase the Property from Seller and Seller desires to sell the Property to Buyer.

NOW, THEREFORE, in consideration of the Independent Consideration set forth in Section 1.2.2 below, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

1. SALE AND PURCHASE PRICE.

1.1 Sale and Purchase. Seller agrees to sell the Property to Buyer and Buyer agrees to purchase the Property upon the terms and conditions hereafter set forth.

1.2 Purchase Price; Consideration for Agreement.

1.2.1 The purchase price ("Purchase Price") for the Property shall be Four Hundred Seventy-Five Thousand and No/100 Dollars (\$475,000.00).

1.2.2 Notwithstanding anything in this Agreement to the contrary, upon execution of this Agreement by Buyer, Twenty and No/100 Dollars (\$20.00) shall be delivered by Buyer to Escrow Agent for delivery to Seller as non-refundable independent contract consideration (the "Independent Consideration"), which is in addition to the Purchase Price, and which amount has been bargained for and agreed to as consideration for Seller's execution and delivery of this Agreement and for the rights and privileges granted to Buyer herein, including, without limitation, any and all rights granted to Buyer to terminate this Agreement during certain periods hereunder. If Buyer elects to terminate this Agreement for any reason other than Seller's default, Seller shall retain the Independent Consideration. The Independent Consideration shall not be applicable towards the Purchase Price.

2. TITLE.

2.1 General. Title to the Property shall be conveyed by a grant deed in the form attached hereto as Exhibit "B" and shall be evidenced by a CLTA Standard Coverage Form of Owner's Policy of Title Insurance (or an ALTA Extended Coverage Form Policy, if Buyer

elects such coverage as provided in Section 2.3 hereof) ("Title Policy"), and the cost of the Title Policy shall be borne by Seller as described in Section 4.9 below. The Title Policy shall be issued by First American Title Insurance Company, 3400 Central Avenue, Suite 100, Riverside, CA 92506; Title Officer(s): Josh Guzman/Porscha Peterson (951/787-1762) ("Title Company"), with liability in the full amount of the Purchase Price, insuring title to the Property as vested in Buyer, free and clear of all liens and encumbrances and other matters affecting title to the Property, except title exceptions which Buyer has approved in writing (which shall constitute "Approved Title Exceptions").

Real property taxes shall not be prorated, but must be paid by Seller for the current tax period. Seller may claim a refund of property taxes in the event any property taxes paid are allocable to the period after the closing. Buyer, as a municipal corporation acquiring property within its jurisdiction, is exempt from property taxes. Assessments shall be prorated as of Close of Escrow.

2.2 Acts After Date of Agreement. During the period from the date of this Agreement through the Close of Escrow, Seller shall not record or permit to be recorded any document or instrument relating to the Property or physically alter the Property or permit or cause to be altered without the prior written consent of the Buyer, which consent may be withheld in Buyer's sole and absolute discretion.

3. LIMITED REPRESENTATIONS BY SELLER ("AS IS" SALE);
INSPECTIONS. Buyer acknowledges that except as provided in Section 17 below, Seller is making no representations or warranties about the Property, express or implied; provided, however, that Buyer does not waive Seller's obligations under applicable law to disclose to Buyer all material facts known to Seller about the Property.

3.1 Inspection Period. Buyer may, until April 29, 2019 ("Inspection Period"), conduct, at Buyer's sole expense, such inspections and testing of the Property, including any improvements thereon, soils and ground water, as Buyer may desire or deem appropriate, in Buyer's sole discretion, to determine the suitability of the Property for Buyer's intended use. In conducting such inspections and testing, the Buyer shall endeavor to minimize damage to the Property, and any improvements thereon, and shall, in the event escrow fails to close, return the Property, including the improvements thereon, if any, to its condition prior to Buyer's inspections and testing. Seller hereby grants to Buyer and its authorized employees, representatives, agents and contractors, permission and a license to enter upon the Property at all reasonable times prior to the end of the Inspection Period for the purpose of conducting such inspections and testing. In the event the Property is occupied by any person(s) other than Seller, Seller shall make arrangements with such person(s) to ensure access by Seller its authorized employees, representatives, agents and contractors in order to conduct the inspections and testing pursuant to this section. Buyer shall indemnify, protect, defend (with legal counsel reasonably acceptable to Seller) and hold Seller harmless from and against any and all claims, liabilities, losses, damages, costs and expenses arising from, related to or caused by, Buyer's entry upon the Property or the performance of any inspection or test conducted by or at the request of Buyer or its contractors or agents (but not the results thereof). In the event Buyer determines the Property is not suitable, then Buyer may terminate this Agreement by written notice to Seller given prior to the end of the Inspection Period.

Notwithstanding California Civil Code Section 1103.1(a)(9), Seller shall deliver to Buyer, with reasonable diligence after the execution of this Agreement and at Seller's cost, a Natural Hazard Disclosure Statement (described in California Civil Code Section 1103.2).

4. ESCROW.

4.1 Escrow Holder. The escrow shall be opened with Town & Country Escrow, 795 E. 6th Street, Suite B, Beaumont, CA 92223, Attn: Jennifer L. Cass, Escrow Officer (951/769-4006; jcass@tcescrowcorp.com) ("Escrow Holder"), within five (5) business days after the execution of this Agreement by Buyer and Seller depositing an executed copy or executed counterparts of this Agreement with Escrow Holder. This document shall be considered as the escrow instructions between the parties, with such further instructions as Escrow Holder requires in order to clarify the duties and responsibilities of Escrow Holder.

4.2 Close of Escrow. For the purposes of this Agreement, "Close of Escrow" shall be the date on which a grant deed for the Property in favor of Buyer is recorded in the Official Records of the Riverside County Recorder's Office. Provided all of Seller's and Buyer's obligations to be performed on or before Close of Escrow have been performed and all the conditions to the Close of Escrow set forth in this Agreement have been satisfied, escrow shall close on or before April 30, 2019 ("Closing Date"). All risk of loss or damage with respect to the Property shall pass from Seller to Buyer at the Close of Escrow. Possession of the Property shall be delivered to Buyer upon the Close of Escrow.

4.3 Seller Required to Deliver. Before the Close of Escrow, Seller shall deposit into escrow the following:

4.3.1 A grant deed conveying the Property to Buyer, in the form attached hereto as Exhibit "B", duly executed by Seller and acknowledged (the "Grant Deed"), which includes a reservation of the Sign Easement;

4.3.2 A California 593 certificate and federal non-foreign affidavit (with respect to Seller); and

4.3.3 Any other documents reasonably required by Escrow Holder or the Title Company to be deposited by Buyer to carry out this escrow.

4.4 Buyer Required to Deliver. On or before the Close of Escrow, Buyer shall deposit into escrow the following (properly executed and acknowledged, if applicable):

4.4.1 An executed and acknowledged "Certificate of Acceptance" in the form attached to the Grant Deed (attached hereto as Exhibit "B");

4.4.2 The Purchase Price; and

4.4.3 Any other documents reasonably required by Escrow Holder to be deposited by Buyer to carry out this escrow.

4.5 Conditions to the Close of Escrow. Escrow shall not close unless and until both parties have deposited with Escrow Holder all sums and documents required to be deposited as provided in this Agreement. Additionally, Buyer's obligation to proceed with the transaction contemplated by this Agreement is subject to the satisfaction of all of the following conditions precedent, which are for Buyer's benefit and may be waived only by Buyer:

4.5.1 Seller shall have performed all agreements to be performed by Seller hereunder.

4.5.2 Title Company shall have issued or shall have committed to issue the Title Policy to Buyer, for the amount of the Purchase Price, showing fee title to the Property to be vested in Buyer subject only to the Approved Title Exceptions.

If any of the conditions to Close of Escrow are not timely satisfied for a reason other than a default of Buyer or Seller under this Agreement, and this Agreement is terminated, then upon termination of this Agreement, Escrow Holder shall promptly return to Buyer all funds (and all interest accrued thereon) and documents deposited by Buyer in escrow and to return to Seller all funds and documents deposited by Seller in escrow and which are held by Escrow Holder on the date of the termination (less, in the case of the party otherwise entitled to such funds, however, the amount of any cancellation charges required to be paid by such party under Section 4.11 below).

4.6 Recordation of Grant Deed; Delivery of Funds and Possession. Upon receipt of the funds and instruments described in this Section 4, Escrow Holder shall cause the Grant Deed and then the Easement to be recorded in the office of the County Recorder of Riverside County, California. Thereafter, Escrow Holder shall deliver the proceeds of this escrow (less appropriate charges as shown on a preliminary Settlement Statement executed by Buyer and Seller) to Seller, and Seller shall deliver possession of the Property to Buyer free and clear of all occupants.

4.7 Prorations. Property taxes shall not be prorated as Buyer is exempt from property taxes; Seller may apply for a refund, if Seller has paid property taxes that are allocable to the period after the Close of Escrow and Buyer shall reasonably cooperate therewith. All property assessments shall be prorated between Buyer and Seller as of the Close of Escrow based on the latest available tax information. All prorations shall be determined on the basis of a 360-day year.

4.8 Costs of Escrow. Seller shall pay the premium for the Title Policy (excluding the cost of extended coverage and the cost of any survey obtained by Buyer in connection with such extended coverage), the escrow fees, the recording costs (if any), and any other closing costs or charges not expressly provided for herein.

4.9 Brokers. Buyer and Seller represent to one another that except for Beumont Realty, Inc./Greg Barker/Kristen Schultz, who has been engaged by Seller, no broker or finder has been engaged by it in connection with the transaction contemplated by this Agreement, or to its knowledge is in any way connected with such transaction. Seller shall pay commissions to such broker in accordance with the agreement between Seller and such Broker.

Each party covenants and agrees that any other broker fee or commission, which may be due or payable in connection with the closing of the transaction contemplated by this Agreement through its dealings with that party, shall be borne solely by that party. Each party agrees to defend, indemnify and hold harmless the other party and its respective employees, agents, representatives, council members, attorneys, successors and assigns, from and against all claims of any agent, broker, finder or other similar party arising from or in connection with its activities relating to the sale of the Property to Buyer.

4.10 Escrow Cancellation Charges. In the event that this escrow shall fail to close by reason of the default of either party hereunder, the defaulting party shall be liable for all escrow and title cancellation charges. In the event that the escrow shall fail to close for any other reason, each party shall pay one-half (1/2) of all escrow and title cancellation charges.

5. ATTORNEYS' FEES. In any action between Buyer and Seller seeking enforcement of any of the terms and provisions of this Agreement, the prevailing party in such action shall be awarded, in addition to damages, injunctive or other relief, its reasonable costs and expenses, not limited to taxable costs, reasonable attorneys' fees and reasonable fees of expert witnesses.

6. NOTICES. All notices, requests, demands and other communication given or required to be given hereunder shall be in writing and sent by first class United States registered or certified mail, postage prepaid, return receipt requested, or sent by a nationally recognized courier service such as Federal Express, duly addressed to the parties as follows:

To Seller: Douglas D. and Adelheid F. Finnie, Trustees
10410 Live Oak Avenue
Cherry Valley, CA 92223

To Buyer: City of Banning
99 E. Ramsey Street
Banning, CA 92220
Attn: City Manager

Delivery of any notice or other communication hereunder shall be deemed made on the date indicated in the return receipt or courier's records as the date of delivery or as the date of first attempted delivery, if sent by mail or courier service. Any party may change its address for purposes of this Section by giving notice to the other party as herein provided.

7. ASSIGNMENT. Neither this Agreement nor any interest herein may be assigned by either party without the prior written consent of the other party.

8. ENTIRE AGREEMENT. This Agreement contains all of the agreements of the parties hereto with respect to the matters contained herein, and all prior or contemporaneous agreements or understandings, oral or written, pertaining to any such matters are merged herein and shall not be effective for any purpose. No provision of this Agreement may be amended, supplemented or in any way modified except by an agreement in writing signed by the parties

hereto or their respective successors in interest and expressly stating that it is an amendment of this Agreement.

9. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

10. EMAIL DELIVERY. This executed Agreement (and executed counterparts of this Agreement), may be delivered by email.

11. TIME OF THE ESSENCE. Time is of the essence of this Agreement.

12. THIRD PARTIES. Nothing contained in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.

13. SEVERABILITY. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, unless such invalidity, illegality or unenforceability materially affects the economic terms of the transactions contemplated by this Agreement or the ability of either party to perform its obligations under this Agreement. In such case, either party may terminate this Agreement and the escrow upon written notice to the other party given no later than ten (10) business days after the party giving such notice becomes aware of such invalidity, illegality or unenforceability. In the event of such termination, all funds deposited with Escrow Holder by Buyer and any interest accrued thereon shall be returned to Buyer.

14. ADDITIONAL DOCUMENTS. Each party hereto agrees to perform any further acts and to execute, acknowledge and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.

15. AUTHORITY OF CITY MANAGER. The City Manager of Buyer may give any and all notices, consents and terminations hereunder on behalf of Buyer provided they are in writing.

16. DUE AUTHORIZATION/EXECUTION. Upon execution hereof, each party shall promptly provide to the other party reasonable evidence of its due authorization of this Agreement.

17. LIMITED HAZMAT REPRESENTATION BY SELLER. Seller hereby represents and warrants that to the knowledge of Seller, the Property does not contain any hazardous materials. The foregoing representation and warranty shall survive the Close of Escrow.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SELLER:

Douglas D. Finnie 2/6/19
Douglas D. Finnie, Trustee of the Finnie
Family Trust dated July 27, 1990

Adelheid F. Finnie 3/4/19
Adelheid F. Finnie, Trustee of the Finnie
Family Trust dated July 27, 1990

BUYER:

CITY OF BANNING

By: _____
Print Name: Douglas Schulze
Title: City Manager

Attest:

Daryl Betancur, Deputy City Clerk

APPROVED AS TO FORM:

Kevin G. Ennis, City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LAND

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

THE EAST HALF OF BLOCK 64 OF BANNING COLONY LANDS, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 3, PAGE 149 OF MAPS, RECORDS OF SAN DIEGO COUNTY, AND ALSO IN BOOK 5 PAGE 186 OF MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.

APN: 543-090-008-5

EXHIBIT "B"

FORM OF GRANT DEED

(Attached.)

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Banning
99 E. Ramsey Street
Banning, CA 92220
Attention: City Clerk

APN(s): 543-090-008-5

[SPACE ABOVE FOR RECORDER'S USE ONLY]

THE UNDERSIGNED GRANTOR DECLARES AS FOLLOWS:

This Grant Deed is exempt from Recording Fees pursuant to California Government Code Section 27383.

Documentary Transfer Tax is \$0 (exempt; conveyance to a public entity).

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, DOUGLAS D. FINNIE and ADELHEID F. FINNIE hereby grant to the **CITY OF BANNING** ("**Grantee**"), the land located in the City of Banning, County of Riverside, State of California, more particularly described on **Exhibit A** attached hereto and incorporated herein by reference and all improvements thereon (collectively, the "Property").

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of the date set forth below.

Dated: _____, 2019

GRANTOR:

Douglas D. Finnie, Trustee of the Finnie
Family Trust dated July 27, 1990

Adelheid F. Finnie, Trustee of the Finnie
Family Trust dated July 27, 1990

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 the document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____ before me, _____, Notary Public, personally appeared _____, 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: _____

(affix seal in above space)

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 the document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____ before me, _____, Notary Public, personally appeared _____, 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: _____

(affix seal in above space)

Exhibit "A"
to Grant Deed

LEGAL DESCRIPTION

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

THE EAST HALF OF BLOCK 64 OF BANNING COLONY LANDS, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 3, PAGE 149 OF MAPS, RECORDS OF SAN DIEGO COUNTY, AND ALSO IN BOOK 5 PAGE 186 OF MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.

APN: 543-090-008-5

CERTIFICATE OF ACCEPTANCE

(California Government Code Section 27281)

This is to certify that the interest in real property conveyed by that certain Grant Deed dated _____, 2019, from Douglas D. Finnie and Adelheid F. Finnie, Trustees of the Finnie Family Trust dated July 27, 1990 to the City of Banning, which is a political corporation, is hereby accepted by the undersigned officer on behalf of the City of Banning pursuant to the authority conferred by action of the City of Banning on March 12, 2019, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: March ____, 2019

Douglas Schulze,
City Manager

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 _____)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
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)



**CITY OF BANNING
BANNING UTILITY AUTHORITY REPORT**

TO: CITY COUNCIL
FROM: Douglas Schulze, City Manager
PREPARED BY: Art Vela, Public Works Director/City Engineer
MEETING DATE: March 12, 2019
SUBJECT: Receive and File Information Regarding the Agreed Upon Rules of Conduct of the San Gorgonio Pass Groundwater Sustainability Agency

RECOMMENDED ACTION:

Receive and file information regarding the agreed upon Rules of Conduct of the San Gorgonio Pass Groundwater Sustainability Agency (SGP-GSA).

BACKGROUND:

The City of Banning ("City") has been involved in the implementation of the Sustainable Groundwater Management Act (SGMA) since 2015 and is part of the SGP-GSA, which was formed through a Memorandum of Agreement (MOA) approved by City Council on March 28, 2017. The SGP-GSA is made up of the City, San Gorgonio Pass Water Agency (SGPWA), Cabazon Water District and Banning Heights Mutual Water District. The San Gorgonio Pass Basin ("Basin") includes three GSAs, the SGP-GSA, the Desert Water Agency-GSA (DWA-GSA) wherein the DWA is the single member and the Verbenia-GSA established by SGPWA and Mission Springs Water District (MSWD).

SGMA requires that a Groundwater Sustainability Plan (GSP) be developed for the Basin by January 31, 2022. Pursuant to the MOA, each member agency of each GSA has named a principal contact to coordinate with the representatives of the other member agencies to undertake the activities necessary to develop the GSP for the Basin. The Public Works Director and/or his designee shall represent the City. Collectively the principals for each agency shall be called the GSP Working Group and will serve the purpose of developing a GSP in compliance with SGMA. Once developed, the GSP will be presented to the governing boards of each member agency for approval and adoption.

JUSTIFICATION:

The Rules of Conduct, attached to this report, have been reviewed and approved by the GSP Working Group.

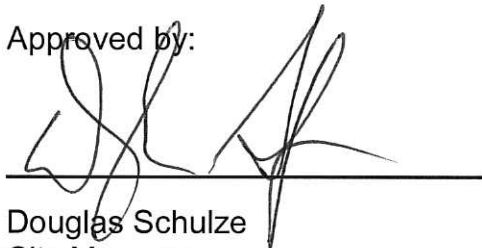
These Rules of Conduct set forth the rules the GSP Working Group members agree to follow for:

- Ensuring stakeholder engagement in the process of developing the GSP;
- Reaching consensus on issues relevant to GSP development;
- Finalizing a GSP for submission to the governing boards of the GSA member agencies for approval and adoption.

FISCAL IMPACT:

None

Approved by:

A handwritten signature in black ink, appearing to be 'DS', is written over a horizontal line.

Douglas Schulze
City Manager

ATTACHMENT 1

Rules of Conduct

San Gorgonio Pass Subbasin
Groundwater Sustainability Plan Working Group

Rules of Conduct

I. Purpose

Pursuant to the 2017 “Memorandum of Agreement to form a Groundwater Sustainability Agency for a Portion of the San Gorgonio Pass Subbasin and to Coordinate with Other Groundwater Sustainability Agencies” (“MOA”), the San Gorgonio Pass Water Agency (SGPWA), Cabazon Water District, City of Banning, and Banning Heights Mutual Water Company (collectively, the San Gorgonio Pass Groundwater Sustainability Agency or SGP-GSA), Mission Springs Water District together with the SGPWA (the Verbenia Groundwater Sustainability Agency or Verbenia-GSA) and Desert Water Agency Groundwater Sustainability Agency (DWA-GSA) have agreed to work together to develop a single groundwater sustainability plan (GSP) for the San Gorgonio Pass groundwater subbasin (Basin). Pursuant to the MOA, each member agency of each GSA has named a principal contact to coordinate with the representatives of the other member agencies to undertake the activities necessary to develop the GSP for the Basin. These representatives shall be known as the GSP Working Group.

The purpose of the GSP Working Group is to develop a groundwater sustainability plan for the sustainable management of the Basin, in accordance with the requirements of the Sustainable Groundwater Management Act, to be submitted to the governing boards of the member agencies of the GSAs for approval and adoption.

These Rules of Conduct set forth the rules the GSP Working Group members agree to follow for:

- Ensuring stakeholder engagement in the process of developing the GSP;
- Reaching consensus on issues relevant to GSP development;
- Finalizing a GSP for submission to the governing boards of the GSA member agencies for approval and adoption.

II. Roles and Responsibilities

A. The GSA Member Agencies

The member agencies of the SGP-GSA, the Verbenia-GSA and DWA-GSA shall make the final decision whether to adopt the GSP prepared by the GSP Working Group for the Basin or, in case of disagreement, as to their respective portions of the Basin. The GSA member agencies have the discretion to delegate to their designated representatives to the GSP Working Group any other decision-making authority as each deems appropriate.

B. GSP Working Group

The GSP Working Group is composed of representatives of the GSA member agencies for the purpose of conducting the day-to-day work of developing in the GSP. The representatives of the GSP Working Group may make certain decisions to advance the preparation of the GSP.

Tasks to be undertaken by the GSP Working Group include, but are not necessarily limited to:

- Developing a cost-sharing agreement;
- Selecting a consultant or consultants to prepare the GSP;
- Overseeing preparation of the GSP;
- Developing and maintaining a list of interested persons, pursuant to SGMA Section 10723.4;
- Developing a stakeholder communications and engagement plan; and
- Creation and maintenance of a GSA website.

III. Decision-Making

The GSP Working Group will be consensus-seeking and the members will strive to reach consensus on its recommendations to the GSA member agencies. Consensus may be in the form of strong support, neutrality, abstention, or acceptance without agreement (i.e., “I can live with this” or “I will let this go forward”). The members of the GSP Working Group commit to make every effort to reach consensus and to resolve disputes in a manner that achieves the best result for the Basin.

If members are unable to reach consensus on any issue, the dissenting member(s) shall provide a written alternative proposal five days in advance of the next designated meeting. The alternative written proposal shall be designed to achieve the same or substantially the same goals and outcomes as the original proposal, or resolve the issue(s) in dispute, which if implemented would allow the GSP Working Group to move forward. If more than one member dissents, the dissenting members should work together to present an alternative proposal. This does not preclude any member from presenting an independent position.

If consensus cannot be reached, the members may utilize alternative dispute resolution procedures, including but not necessarily limited to retention of an independent facilitator, to try to resolve the issue.

The members agree that the entity or entities acting as the GSA for each management area, as those are defined by the GSP, shall have final decision-making authority over those portions of the GSP related to the applicable management area.

IV. New Members

Any new member to any GSA that becomes a participant in the GSP Working Group agrees to abide by any and all decisions and agreements reached by the GSP Working Group prior to the new member's admission to the GSP Working Group.

V. Stakeholder Engagement/Public Participation

The GSP Working Group will periodically hold meetings which members of the public will be invited to attend and encouraged to actively participate. The purpose of the public meetings will be to inform the public of the progress in the development of the GSP and to solicit public feedback and input on the same.

A. Notices of the meetings and meeting agendas will be posted on the GSA website no less than three days before the meeting.

B. The GSP Working Group will actively solicit the participation of stakeholder groups. A list of interested persons will be maintained and meeting notices will be sent directly via email communication to any interested persons who request such notice.

In addition to public meetings, the GSP Working Group may periodically meet with discrete stakeholder groups to solicit input to assist in the development of the GSP.

VI. Process Agreements

In order to ensure a successful process, all GSP Working Group members agree to the procedures that the GSP Working Group will use, as well as the following ground rules:

- Everyone agrees to participate in good faith.
- Everyone agrees to address the issues and concerns of the participants and strive to reach agreement and resolve disagreements.
- Everyone agrees to attend and participate fully in all meetings, to the greatest extent possible.

VII. Participation Agreements

The GSP Working Group members agree to work together to create a problem-solving environment and agree to the following ground rules:

- Use common courtesy
- All ideas and points of view have value and will be respected
- Be honest, fair and candid
- Avoid editorials
- Honor time and be concise
- Think innovatively and welcome new ideas
- Invite humor and good will

The undersigned, on behalf of their respective entities, agree to abide by these Rules of Conduct.

San Gorgonio Pass Water Agency

Cabazon Water District

Signature

Signature

Title

Title

City of Banning

Banning Heights Mutual Water Company

Signature

Signature

Title

Title

Desert Water Agency

Mission Springs Water District

Signature

Signature

Title

Title