

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

July 13, 2010
5:00 p.m.

Banning Civic Center
Council Chambers
99 E. Ramsey St.

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

I. CALL TO ORDER

- Invocation – Pastor Tate Crenshaw, Life Point Church
- Pledge of Allegiance
- Roll Call – Councilmembers Franklin, Hanna, Machisic, Robinson, Mayor Botts

II. PUBLIC COMMENTS/CORRESPONDENCE/PRESENTATIONS/APPOINTMENTS

PUBLIC COMMENTS – On Items Not on the Agenda

A three-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. A thirty-minute time limit is placed on this section. No member of the public shall be permitted to “share” his/her three minutes with any other member of the public. (Usually, any items received under this heading are referred to staff or 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.

PRESENTATIONS:

1. Presentation by Senator Bill Emmerson – 37th District (ORAL)

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

APPOINTMENTS:

1. Designation of Voting Delegates and Alternates for League of California Cities Annual Conference – Sept. 15-17, 2010. 1

III. CONSENT ITEMS

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

Motion: That the City Council approve Consent Item 1 through 9

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

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

1. Approval of Minutes – Joint Meeting – 06/22/10. 5
2. Approval of Minutes – Regular Meeting – 06/22/10 7
3. Ordinance No. 1424 – 2nd Reading: An Ordinance of the City Council of the City of Banning Amending Chapter 17.36 Relating to Political and Election Signs and Related Sign Restrictions. 14
4. Ordinance No. 1425- 2nd Reading: An Ordinance of the City Council of the City of Banning, California, Amending Section 3.16.030 of Chapter 3.16 of the Banning Municipal Code. (Transient Occupancy Tax). 21
5. Approval of Accounts Payable and Payroll Warrants for Month of February 2010. 25
6. Adopt the 2010-2011 Cooperative and Repayment Agreement between the City of Banning and the Banning Redevelopment Agency for the payment of Administrative Expenses. 28
7. Resolution No. 2010-49, Approving a Loan and Repayment Between the City and the Redevelopment Agency to Facilitate the Funding of Redevelopment Capital Projects. 35
8. Resolution No. 2010-50, Amending the Implementation Agreement between the City of Banning and Western Riverside Council of Governments (WRCOG) to Implement Assembly Bill 811 to Include Assembly Bill 474, Water Conservation Financing for Water Efficiency Improvements 39
9. Resolution No. 2010-51, Authorizing the Submittal of the FY 2010-11 Local Transportation (LTF) Claim and Approving the FY 2010/11-2012/13 Short Range Transit Plan (SRTP) 46
10. Resolution No. 2010-53, Authorizing the City Manager to Enter Into a Contract Services Agreement with Willdan Engineering for Provision of Building and Safety Services. 85

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

IV. PUBLIC HEARINGS

1. Tentative Parcel Map #36056 and Design Review No. 07-708 (Banning Business Park, APNs 532-110-003, 532-110-008, 532-110-009, and 532-110-010).
Staff Report 123

Recommendation: That the City Council adopt Resolution No. 2010-52, Adopting Initial Study/Mitigated Negative Declaration and Mitigated Monitoring and Reporting Plan, Approving Tentative Parcel Map No. 36056 and Design Review No. 07-708 to Develop a Business Park for Manufacturing and Warehousing Related Uses on a 64-Acre Site in the Business Park (BP) Zone Located at the Easterly Terminus of Hathaway Street and Nicolet Street subject to Conditions of Approval.

V. REPORTS OF OFFICERS

1. Banning Economic Development Action – FY 2009-2010
Staff Report 246
Recommendation: That the City Council receive and file this report describing economic development actions and efforts made to support the Banning business community and increase economic vitality in Banning during Fiscal Year 2009-2010.

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

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

VII. ITEMS FOR FUTURE AGENDAS

New Items –

Pending Items –

1. Schedule Meetings with Our State and County Elected Officials
2. Set New Date for Joint Meeting with Banning School Board (6/10)
3. Massage Ordinance (ETA 6/8/10)
4. Consider Sister City Relationship with Township in Haiti
5. Schedule Meeting with Banning Library Board
6. Update on Economic Development Efforts

VIII. ADJOURNMENT

Pursuant to amended Government Code Section 54957.5(b) staff reports and other public records related to open session agenda items are available at City Hall, 99 E. Ramsey St., at the office of the City Clerk during regular business hours, Monday through Thursday, 8 a.m. to 5 p.m.

NOTICE: Any member of the public may address this meeting of the Mayor and Council on any item appearing on the agenda by approaching the microphone in the Council Chambers and asking to be recognized, either before the item about which the member desires to speak is called, or at any time during consideration of the item. A five-minute limitation shall apply to each member of the public, unless such time is extended by the Mayor and Council. 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 three-minute limitation shall apply to each member of the public, unless such time is extended by the Mayor and Council. A thirty-minute time limit is placed on this section. No member of the public shall be permitted to “share” his/her three 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 (909) 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].

Council Action Advised by August 20, 2010

June 4, 2010

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – September 15-17 – San Diego**

The League's 2010 Annual Conference is scheduled for September 15-17 in San Diego. An important part of the Annual Conference is the Annual Business Meeting (*at the closing General Assembly*), scheduled for 3:00 p.m., Friday, September 17, at the San Diego Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity. Please take care when selecting your city's delegates, as travel and attendance could be an issue for those who observe Yom Kippur.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, August 20, 2010. This will allow us time to establish voting delegate/alternates' records prior to the conference.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. In order to cast a vote, at least one person must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up

-more-

the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the San Jose Convention Center, will be open at the following times: Wednesday, September 15, 9:00 a.m.; Thursday, September 16, 7:30 a.m.; and September 17, 7:30 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but not during a roll call vote, should one be undertaken.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, August 20th. If you have questions, please call Mary McCullough at (916) 658-8247.

Attachments:

- 2010 Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Annual Conference Voting Procedures 2010 Annual Conference

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: BANNING

2010 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Friday, August 20, 2010. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ E-mail: _____

Mayor or City Clerk _____ Phone: _____
(circle one) (signature)

Date: _____

Please complete and return by Friday, August 20 to:

League of California Cities
ATTN: Mary McCullough
1400 K Street
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: mccullom@cacities.org
(916) 658-8247

MINUTES
CITY COUNCIL
BANNING, CALIFORNIA

06/22/10
JOINT MEETING

A joint meeting of the Banning City Council and the Community Redevelopment Agency was called to order by Chairman Robinson on June 22, 2010 at 4:03 p.m. at the Banning Civic Center Council Chambers, 99 E. Ramsey Street, Banning, California.

COUNCIL MEMBERS/

BOARDMEMBERS PRESENT:

Councilmember Franklin
Councilmember Hanna
Councilmember Machisic
Councilmember Robinson
Mayor Botts

COUNCIL MEMBERS ABSENT:

None

OTHERS PRESENT:

Andrew Takata, City Manager/Executive Director
David J. Aleshire, City Attorney
Hoyl Belt, Human Resources Director
John Jansons, Redevelopment Manager
Rita Chapparosa, Sr. Human Resources Analyst
Marie A. Calderon, City Clerk/Secretary

CLOSED SESSION

City Attorney stated that the City Council would meet in closed session in regards to the following items:

- 1) Conference with Labor Negotiators pursuant to Government Code Section 54957.6. City is represented by City Manager, City Attorney and Human Resources Director. Negotiations are with International Brotherhood of Electrical Workers (IBEW) – Utility Unit, International Brotherhood of Electrical Workers (IBEW) – General Unit, Banning Police Officers Association (BPOA), and City of Banning Association of Managers (CBAM).
- 2) Property Negotiations pursuant to the provisions of Government Code Section 54956.8 to confer with its real property negotiator, Andrew Takata, Executive Director, in regards to the properties located at 1585 W. Ramsey Street APN: 540-130-024 and 1601 W. Ramsey Street APN: 538-150-001.

Chairman opened the item for public comments. There were none.

Meeting went into closed session at 4:05 p.m. and returned to regular session at 4:31 p.m.

Meeting recessed at 4:31 p.m. and returned to regular session at 5:02 p.m.

City Attorney reported that the City Council and the Agency Board met in closed session and the items discussed for the City was labor negotiations and a status report was given on the negotiations and direction was given for further negotiations. He said that for the Agency there was discussion of real property negotiations concerning property at 1585 and 1601 W. Ramsey Street and status report was given and no action was taken.

ADJOURNMENT

By common consent the meeting adjourned at 5:04 p.m.

Marie A. Calderon, City Clerk/
Agency Secretary

MINUTES
CITY COUNCIL
BANNING, CALIFORNIA

06/22/10
REGULAR MEETING

A regular meeting of the Banning City Council and a Joint Meeting of the Banning City Council and the Banning Utility Authority was called to order by Mayor Botts on June 22, 2010 at 7:23 p.m. at the Banning Civic Center Council Chambers, 99 E. Ramsey Street, Banning, California.

COUNCIL MEMBERS PRESENT: Councilmember Franklin
Councilmember Hanna
Councilmember Machisic
Councilmember Robinson
Mayor Botts

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: Andrew Takata, City Manager
David J. Aleshire, City Attorney
Duane Burk, Public Works Director
Zai Abu-Bakar, Community Development Director
Leonard Purvis, Police Chief
Heidi Merza, Community Services Director
Hoyl Belt, Human Resources Director
Chuck Thurman, Electrical Operations Manager
Dr. John McQuown, City Treasurer
Marie A. Calderon, City Clerk

PUBLIC COMMENTS/CORRESPONDENCE/PRESENTATIONS/APPOINTMENTS

PUBLIC COMMENTS – *On Items Not on the Agenda*

Dorothy Familetti-McLean commented on the Pass Area Supporting Soldiers donation drive July 1st to July 19th and gave information on collection centers and stating that packing day will be held on July 21st at the Beaumont Civic Center from 9 a.m. to Noon and for more information you can call Sandy Blier at 951-885-7085. Also there will be a benefit barbeque for the San Gorgonio Child Care Center at the Community Center on July 28th which will be the kick-off night for the Playhouse Bowl. They do recommend that you get advance tickets and you can call 849-2930.

Ellen Carr, 471 W. George Street commented on something that happened a few City Council meetings ago where kids and adults were in attendance to show their support for keeping the community center, the pool and the senior center open and only two representatives were

allowed to make comments. She also commended on letters being read at the Council Meetings and that they should be read and be a part of the minutes.

Chris McCallum, 757 W. Westward commended on focusing and talking about our kids in the community and he will be bringing something forward in the future in regards to this issue. He hopes to bring it forward in a way that is productive through the Chamber, through the City and also through the schools so that we can work together for one common goal to give our kids the tools they need to do the job at the schools.

CORRESPONDENCE

There was none.

PRESENTATIONS: *(Note: This was presented during the CRA Meeting)*

1. Proclamation –Town of Port-Margot and the City of Banning to be Common Townships.

Mayor Botts read the proclamation for the benefit of the audience and made presentation of the proclamation to Pastor Carlo Alcé and Council Member and past Mayor, Walter Allen, III of the City of Covina who was the first township to adopt a town in Haiti.

Pastor Alcé thanked the City Council and the City of Banning on behalf of the people of Port-Margot, Haiti. This is truly a get-well card to the people and means a lot than just words.

Mr. Allen commended Mayor Pro Tem Hanna and Council Member Franklin for assisting in bringing this proclamation forward. He said that this is something that doesn't cost a dime but the mileage you get out of giving those people in Haiti the moral support that they are greatly in need of is priceless.

CONSENT ITEMS

1. Approval of Minutes – Joint Meeting – 06/08/10.

Recommendation: That the City Council approve the minutes of Joint Meeting of June 8, 2010.

2. Approval of Minutes – Regular Meeting – 06/08/10.

Recommendation: That the City Council approve the minutes of Regular Meeting of June 8, 2010.

3. Resolution No. 2010-42, Approving the Amendment to the Reimbursement Agreement for Transportation Uniform Mitigation Fee (TUMF) Program Funds with the Western Riverside Council of Governments (WRCOG) for Project No. 2006-05, Sunset Avenue Grade Separation and Authorize Mayor to execute the Amendment.

Recommendation: That the City Council adopt Resolution No. 2010-42, Approving the Amendment to the Reimbursement Agreement for Transportation Uniform Mitigation Fee (TUMF) Program funds with the Western Riverside Council of Governments (WRCOG) for Project No. 2006-05, Sunset Avenue Grade Separation.

4. Resolution No. 2010-44, Rescinding Resolution No. 2009-93 to Amend the Classification and Compensation Plan for the City of Banning due to the reorganization of the Finance Department and Human Resources/Risk Management Department effective July 1, 2010.

Recommendation: That the City Council adopt Resolution No. 2010-44.

Motion Machisic/Hanna to approve Consent Items 1 through 4. Motion carried, all in favor.

PUBLIC HEARINGS

1. Resolution No. 2010-43, Approving the Consumer Price Index (CPI) Increase for the Service Charges for the Collection, Transportation and Disposal of Solid Waste.
(Staff Report – Duane Burk, Public Works Director)

Mr. Burk said that the current rate for refuse for residential is \$17.26 per month, per household and if approved, the rate will increase to \$17.60 and this is per the contractual agreement we have in place.

Mayor Botts opened the public hearing for comments. Seeing no one come forward the public hearing was closed.

Motion Hanna/Robinson that the City Council adopt Resolution No. 2010-43, Approving the Consumer Price Index (CPI) Increase for the Service Charges for the Collection, Transportation and Disposal of Solid Waste, as set forth in the City of Banning's Franchise Agreement with Waste Management of the Inland Empire. Motion carried, all in favor.

2. Zone Text Amendment No. 10-975021 and Ordinance No. 1424 (An Ordinance of the City Council of the City of Banning Amending Chapter 17.36 of the Banning Zoning Code Relating to Political and Election Signs and Related Sign Restrictions).
(Staff Report - Zai Abu Bakar, Community Development Director)

Zai said basically this resolves five issues 1) related to definition to political signs; 2) time limits for putting up the sign for election; 3) bond requirements; 4) abatement and sign ownership; and 5) public right of way.

Mayor Botts opened the public hearing for comments. Seeing no one come forward the public hearing was closed.

City Attorney said that there are some other things in the sign ordinance that need to be corrected and due to the pending election staff wanted to bring this through an initial phase of making these corrections but really the ordinance has not been revised in quite a period of time. So this will take care of all the issues related to the elections and also tries to straighten out that political sign/election sign issue. There are some other things that staff will be working with the Planning Commission on to make further corrections to the sign ordinance.

Mayor Botts asked the City Clerk to read the title of Ordinance No. 1424. City Clerk read: An Ordinance of the City Council of the City of Banning Amending Section 17.36 Relating to Political and Election Signs and Related Sign Restrictions.

Motion Hanna/Robinson to waive further reading of Ordinance No. 1424. Motion carried, all in favor.

Motion Machisic/Hanna that Ordinance No. 1424 pass its first reading. Motion carried, all in favor.

REPORTS OF OFFICERS

1. Authorize Increase of the Transient Occupancy Tax Rate from 10% to 12%.
(Staff Report – David Aleshire, City Attorney)

City Attorney said that this rate will not go into effect until September 1, 2010 to give plenty of time to the hoteliers to give proper notice and to be aware of the situation.

Mayor Botts opened the public hearing for comments. Seeing no one come forward the public hearing was closed.

Mayor Botts asked the City Clerk to read the title of Ordinance No. 1425. City Clerk read: An Ordinance of the City Council of the City of Banning, California, Amending Section 3.16.030 of Chapter 3.16 of the Banning Municipal Code.

Motion Machisic/Robinson to waive further reading of Ordinance No. 1425. Motion carried, all in favor.

Motion Hanna/Machisic that Ordinance No. 1425 pass its first reading. Motion carried, all in favor.

JOINT MEETING

Mayor Botts called to order a Joint Meeting of the Banning City Council and the Banning Utility Authority.

REPORTS OF OFFICERS

1. Utility Authority Resolution No. 2010-05 UA, Receive and File the 2010 Water and Wastewater Rate Study; Approve Proposition 218 Notifications; and Amend the Existing Agreement with Raftelis Financial Consultants, Inc.
(Staff Report – Duane Burk, Public Works Director)

There was consensus of the Council to have another workshop on this issue.

Mayor Botts asked the Council to make their comments and questions known to Duane Burk through the City Manager and asked if this could be done at the next meeting. City Manager said that there may need to be a special meeting.

City Manager said that they will have at the special meeting the water and wastewater study discussion and then at the end of the meeting there will be action taken from that study session.

Mayor Botts adjourned the joint meeting of the Banning City Council and the Banning Utility Authority.

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

Mayor Botts –

- You may all know that the California League of Cities Initiative was approved for the ballot in November. This has been talked about repeatedly in that we are trying to protect ourselves from the State government from taking our redevelopment money, our tax money, our street money and anything else that they can do.

Mayor Pro Tem Hanna –

- The Playhouse Bowl Evening in the Parks is going to be Thursday, July 29th with the concerts starting at 7:30 p.m. All concerns are free and she went over the list of performances. They are looking for sponsors and people willing to make donations to the Playhouse Bowl.

City Committee Reports None

Report by City Manager

City Manager said in regards to Item No. 1 under Reports of Officers we still need the appropriation so that we can continue to work with the consultant and Mr. Burk will speak to what he needs done on that item and then he will continue with his report.

Mr. Burk said part of the recommendation is for an appropriation in the amount of \$25,000 to continue the work needs to be authorized.

Motion Hanna/Machisic to III) Amend the Agreement with Raftelis Financial Consultants, Inc. in the amount of \$25,000 to include additional services and compensation; and IV) authorize the Director of Finance to appropriate \$25,000.00 from the Water Fund Balance to Account No. 66-6300-471.33-11 (Professional Services). Motion Hanna/Machisic motion carried, all in favor.

- Emails were sent to the Council asking about dates for both the joint meeting with the Parks and Recreation Advisory Committee and the Planning Commission for the Parks Master Plan in July. Also in August staff is looking for a date possibly the 2nd of August for a joint meeting with the school district.
- The City Council Meeting will now be the first meeting at 5:00 p.m. and the CRA will be the second meeting.
- Also in regards to minutes we are going back to the regular action minutes as he mentioned during the CRA meeting and he just wanted to stress this.

Mayor Pro Tem Hanna asked what is a legal document in terms of the meeting records.

City Attorney said the minutes are the record of the proceedings but there is nothing that requires how detailed the minutes be. He has been in cities where they did both ways such as the very detailed kind that you have, summary and then something in-between. There is nothing in the law that specifies which of those three is what you have to do.

- In regards to animal control staff is still working on this and it look like July 1st we will start working with Beaumont as far as animal control. A contract will be brought to the Council in the not to distant future. Also they are still working with Ramon Animal Shelter.

Report by City Attorney

City Attorney commented on the CRA lawsuit, the Triple Flip, and suspension of AB 375.

Mayor Botts said that on behalf of the Council they want to express great thanks to Hoyl Belt, Human Resources Director. He has done an outstanding job for the City and we wish him good luck.

ITEMS FOR FUTURE AGENDAS

New Items - There were none.

Pending Items –

1. Schedule Meetings with Our State and County Elected Officials
2. Set New Date for Joint Meeting with Banning School Board (6/10)
3. Massage Ordinance (ETA 6/8/10)
4. Consider Sister City Relationship with Township in Haiti
5. Schedule Meeting with Banning Library Board
6. Update on Economic Development Efforts

ADJOURNMENT

By common consent the meeting adjourned at 8:30 p.m. in honor and memory of Celeste Barille a long time employee of the City of Banning that worked in Utilities and Fire.

Marie A. Calderon, City Clerk

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

2nd. Read.

ORDINANCE NO. 1424

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BANNING AMENDING CHAPTER 17.36 RELATING TO POLITICAL AND ELECTION SIGNS AND RELATED SIGN RESTRICTIONS

WHEREAS, the City of Banning Municipal Code regulating political signs requires some amendments to bring the code in compliance with governing law and the City's intent; and

WHEREAS, the City seeks to appropriately define and regulate political signs and election signs; and

WHEREAS, the City seeks to amend its sign regulations to clarify the size restrictions of political and election signs; and

WHEREAS, the City seeks to amend the existing code to remove the pre-election time limits related to display of political signs and the bond required prior to posting, to comply with governing law; and

WHEREAS, the City seeks amend its sign code to further limit those signs that are permitted in the public rights-of-way to prevent visual clutter, minimize traffic hazards, and prevent interference with the intended use of public property; and

WHEREAS, the City seeks to amend the code to provide that the City can summarily remove illegally placed political signs, if and only if, the owner of the sign cannot be determined after reasonable effort.

WHEREAS, on May 21, 2010, the City gave public notice as required under Zoning Code Section 17.68 by advertising in the Record Gazette newspaper of the holding of a public hearing at which the Zone Text Amendment No. 10-97501 would be considered; and

WHEREAS, on the June 1, 2010 the Planning Commission held the noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to, the Zone Text Amendment and at which time the Planning Commission considered the Zone Text Amendment and recommended approval for the Ordinance to the City Council ; and

WHEREAS, on June 11, 2010, the City gave public notice as required under Zoning Code Section 17.68 by advertising in the Record Gazette newspaper of the holding of a public hearing at which the Zone Text Amendment No. 10-97501 would be considered; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BANNING DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

ENVIRONMENTAL DETERMINATION

The City Council, in light of the whole record before it, including but not limited to, the City's Local CEQA Guidelines, the recommendation of the Planning Commission as provided in the Staff Report dated June 22, 2010 and documents incorporated therein by reference, and any other

evidence (within the meaning of Public Resources Code § 21080(e) and § 21082.2) within the record or provided at the public hearing of this matter, hereby finds and determines as follows:

SECTION 1. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

1. CEQA: The State CEQA Guidelines, at Section 15378, define a project as the “whole of an action which has the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment...” The proposed amendments to the Zoning Code do not result in a direct or indirect physical change in the environment and therefore do not meet the definition of a “project” under CEQA.
2. Multiple Species Habitat Conservation Plan (MSHCP).

The amendment to the Zoning Code does not relate to any one physical project and is not subject to the MSHCP. Further, projects subject to this resolution will trigger individual project analysis and documentation related to the requirements of MSHCP including mitigation through payment of the MSHCP Mitigation Fee.

SECTION 2. FINDINGS

1. The proposed Zone Text Amendment is consistent with the goals and policies of the General Plan.

Findings of Fact:

The Zone Text Amendment is consistent with the goals and policies of the General Plan, insofar as the General Plan designations and Zoning designations will not change. The primary General Plan Land Use Goal states “*A balanced, well planned community including businesses which provides a functional pattern of land uses and enhances the quality of life for all Banning residents.*” Additionally, the General Plan, Land Use Element, Residential Goal 1 states, “*Preserve and enhance the City’s neighborhoods.*” By implementing appropriate regulations for election and political signs, the Zone Text Amendment will help protect the residents and its neighborhoods from illegal signage, reduce visual blight and enhance vehicular and pedestrian safety. Further, the Amendment will protect the City from future legal challenge by bringing the code into compliance with governing law.

2. The proposed Zone Text Amendment is internally consistent with the Zoning Ordinance.

Findings of Fact:

The Zone Text Amendment is consistent with the existing provisions of the Zoning Ordinance. Additionally, the Banning Municipal Code has been reviewed to ensure that there is no internally inconsistency created by the proposed amendments.

3. That the City Council has independently reviewed and considered the requirements of the California Environmental Quality Act.

Findings of Fact:

The City Council has analyzed this proposed project and has determined that the proposed amendment does not meet the definition of a “project” under CEQA. The State CEQA Guidelines, at Section 15378, define a project as the “whole of an action which has the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment...” The proposed amendments to the Zoning Code do not result in a direct or indirect physical change in the environment.

SECTION 3. CITY COUNCIL ACTIONS

1. The Banning Municipal Code, at Section 17.36.030 is hereby amended to delete the existing definition of “political sign” and add the following definitions of “election sign” and “political sign” as follows:

“17.36.030 Definitions.

...

Election Sign. A temporary sign related to or directly associated with a national, state, county or local election or referendum.

...

Political Sign. A sign other than an election sign directly associated with an ideological, political or similar noncommercial message on a sign.

...”

2. The Banning Municipal Code, at Section 17.36.050(G), is hereby amended in its entirety to read in as follows:

“17.36.050 Exempt signs.

...”

G. **Election Signs.** Election signs must comply with the following requirements.

1. Election signs shall be limited in size to the maximum allowed in the zones where located. Any freeway oriented freestanding sign shall be required to secure all applicable permits and comply with these sign regulations including section 17.36.110.
2. No election signs shall be permitted on public property or in the public right-of-way.
3. There are no pre-election restrictions limiting when elections signs may be erected, but the owner of the sign must remove the sign within seven days after the applicable election has ended.
4. For all election signs, the campaign shall be deemed the owner of the sign unless it can establish that it is not the owner of the sign. In the event the campaign establishes it is not the owner of the sign, the owner of the property on which the sign is placed, shall be deemed the owner of the sign.

5. In the event that any such sign violates the provisions of this Chapter, or if it is not removed with the period provided hereunder, it shall be subject to abatement pursuant to the procedures prescribed in section 17.36.090.
 6. Except as provided in this subsection, no permit shall be required for election signs.
- ...

3. The Banning Municipal Code, is hereby amended to add Section 17.36.050.T to read in its entirety as follows:

“17.36.050 Exempt Signs.

T. **Political Signs.** Political signs must comply with the following requirements.

1. Political signs shall be limited in size to the maximum allowed in the zones where located. Any freeway oriented freestanding sign shall be required to secure all applicable permits and comply with these sign regulations including section 17.36.110.
2. No political signs shall be permitted on public property or in the public right-of-way.
3. In the event that any such sign violates the provisions of this Chapter, it shall be subject to abatement pursuant to the procedures prescribed in section 17.36.090.
4. Except as provided in this subsection, no permit shall be required for political signs.”

4. The Banning Municipal Code, at Section 17.36.060.L, is hereby amended in its entirety to read in as follows:

“17.36.060 Prohibited Signs.

...
L. Signs on public property or the public rights-of-way, except for traffic regulation and signs permitted by a governmental agency.
...”

5. The Banning Municipal Code, at Section 17.36.080.C, is hereby amended in its entirety to read in as follows:

“17.36.080. Off-site residential subdivision directional signs.

...
C. All kiosk signs shall be placed on private property with written consent of the property owner.
...”

6. The Banning Municipal Code, at Section 17.36.090, is hereby amended in its entirety to read in as follows:

“17.36.090 Abatement of Abandoned or Illegal Temporary Signs.

- A. Every temporary sign not owned by the property owner of the property on which it is erected shall be marked to indicate on the sign the identity of the sign owner, provided that for any commercial sign where not otherwise indicated it shall be presumed that the business being advertised is the owner.
- B. Any abandoned or illegal temporary sign is hereby declared to be a danger to the health, safety, and welfare of the citizens of Banning. Any sign which is (i) in deteriorating condition and not maintained in the condition in which it was originally installed, (ii) violates conditions of the sign permit, or (iii) is partially or wholly obscured by the growth of dry vegetation or weeds or by the presence of debris or litter also presents a danger to the health, safety, and welfare of the Banning community. Such signs may be abated as provided in this Chapter.
- C. Any such signs as set forth above are hereby deemed to be a public nuisance. Any such sign, including any and all structural supports, shall be removed by the property owner within 10 days after notice from the Director, which notice shall provide an opportunity to be heard before the Director on the abandonment and nuisance decision and an appeal may be taken pursuant to Chapter 17.68. Any sign not removed within 10 days after such notice, may be abated by the Director if no appeal has been taken from the Director's decision, or, if the appeal has been denied or modified. If after a reasonable effort to determine the owner of the sign, the owner cannot be found, then the City may summarily remove the sign and the same shall be stored for a period of 30 days, during which time they may be recovered by the owner.
- D. Costs of an abatement conducted pursuant to this Chapter shall be assessed against the owner of the sign, and to the extent permissible under law, against the owner of the property, using the procedures established in the Banning Municipal Code.”

7. The Banning Municipal Code, at Section 17.36.110.A.2.c, is hereby deleted.

SECTION 4. The Mayor shall sign this ordinance and the City Clerk shall attest thereto and shall within fifteen days of its adoption cause it or a summary of it, to be published in the Record Gazette, a newspaper published and circulated in the City. Thereupon this ordinance shall take effect 30 days after adoption and be in force and effect according to law.

SECTION 5. The City Clerk shall certify to the adoption of this ordinance and shall cause a copy of the same to be published in a manner prescribed by law.

PASSED, APPROVED, and ADOPTED this 13th day of July, 2010.

Robert E. Botts, Mayor
City of Banning

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

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

ATTEST:

Marie A. Calderon
City Clerk

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that Ordinance No. 1424 was duly introduced at a regular meeting of the City Council of the City of Banning, held on the 22nd day of June, 2010, and was duly adopted at a regular meeting of said City Council on the _____ day of _____, 2010 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

Int Read.

ORDINANCE NO. 1425

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF BANNING, CALIFORNIA, AMENDING SECTION
3.16.030 OF CHAPTER 3.16 OF THE BANNING
MUNICIPAL CODE**

WHEREAS, on July 28, 2009, the Banning City Council ordered an election for voters to consider whether the City of Banning Transient Occupancy Tax ("TOT") should be increased by amending Chapter 3.16 (Transient Occupancy Tax) of the Banning Municipal Code, and directing that the revenues be used for general fund purposes including for public safety, maintenance of streets and public areas, and other essential services; and

WHEREAS, on November 3, 2009, by a vote of 3,337 yes to 1104 no (75%), the voters of the City of Banning approved Measure L, which authorized the TOT rate to be increased from six percent (6%) to twelve percent (12%), thereby affecting the TOT rate paid by those occupying hotels, inns, tourist homes, motels, or other lodging within the City of Banning; and

WHEREAS, Measure L contained the following elements: (i) permitted a maximum rate of 12% which could only be increased by the voters, (ii) permitted the City Council by ordinance to set a lesser rate and otherwise retain full authority to change the manner, mode and method of collecting TOT as set forth in Chapter 3.16, (iii) established a sunset provision so that the authority in Measure L to increase the TOT rate would expire on November 3, 2014; and

WHEREAS, on November 24, 2009, the City Council declared the results of the election held on November 3, 2009, in which Measure L was approved by the voters of the City of Banning; and

WHEREAS, the City Council wished to commence the new TOT rate at ten percent (10%), rather than the maximum twelve percent (12%) permitted by the voters; and

WHEREAS, the City Council planned to reconsider the TOT rate in Fiscal Year 2010-11 and reserved the right to increase it up to the maximum rate of twelve percent (12%), as approved by the voters on November 3, 2009, or decrease it, as need required;

WHEREAS, pursuant to Urgency Ordinance No. 1416, which was adopted and went into effect on December 8th, 2009, and Ordinance No. 1418, the City Council established that the new TOT rate would go into effect on January 1, 2010, in order to give hotel operators and those impacted by the increase in rates an opportunity to make any necessary adjustments; and

WHEREAS, the City continues to face a serious budget deficit and City staff has presented a proposed plan to close the estimated \$1.8 million deficit for fiscal year 2010-2011, which includes significant reductions in staff and other expenditures in an amount of approximately \$1.6 million. The plan also includes an increase in the TOT from ten (10%) percent to the voter approved maximum of twelve (12%) percent, which will assist in closing the financial gap; and

WHEREAS, the City Council desires that the increase not be effective until September 1, 2010 to allow hotel and motel operators sufficient time to implement the new rate with as little impact to existing reservations as possible and to make any necessary adjustments.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BANNING DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Tax Adopted. The Banning Municipal Code, Chapter 3.16, Section 3.16.030, is hereby amended to read, in its entirety, as follows:

"CHAPTER 3.16: TRANSIENT OCCUPANCY TAX

Section 3.16.030. Imposed--Amount--When payable

A. For the privilege of occupancy in any hotel or motel, each transient is subject to and shall pay a tax in the amount set forth in subsection B hereof, but such rate shall not exceed twelve percent (12%) of the rent charged by the operator, which shall be referred to herein as the "Cap Rate." Such tax constitutes a debt owed by the transient to the city which is extinguished only by payment to the operator or to the city. The transient shall pay the tax to the operator of the hotel or motel at the time the rent is paid. If the rent is paid in installments, a proportionate share of the tax shall be paid in each installment. The unpaid tax shall be due upon the transient's ceasing to occupy space in the hotel or motel. If for any reason the tax due is not paid to the operator of the hotel or motel, the tax administrator may require that such tax shall be paid directly to the tax administrator.

B. Notwithstanding the requirements of subsection A of this section, from September 1, 2010, until amended by ordinance of the City Council, the Transient Occupancy Tax ("TOT Rate") rate shall be increased from ten percent (10%) to twelve percent (12%), or the full amount of the Cap Rate set forth in subsection A above.

C. The Cap Rate in subsection A may only be increased by a vote of the people pursuant to Proposition 218. The TOT Rate in Subsection B may be changed by ordinance of the Council so long as it does not exceed the Cap Rate.

D. The authority to alter the TOT rate, as long as it does not exceed the Cap Rate, as provided by Measure L, shall expire on November 3, 2014 unless extended by a vote of the people of Banning.

E. The City Council retains full authority to modify or add to Chapter 3.16 to change the manner, mode and method of collecting Transient Occupancy Taxes as set forth in Chapter 3.16, to the extent provided by State law.

SECTION 2. Severability. If any sections, subsections, sentences, phrases, or portions are for any reason, held to be invalid or unconstitutional by the decision of any Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of their Ordinance. The City Council of the City of Banning hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

SECTION 3. Effective Date. The City Clerk shall certify to the adoption of this Ordinance and shall cause a copy of the same to be published in a manner prescribed by law. This Ordinance shall take effect and be in force thirty (30) days after the adoption by the City Council for the City of Banning.

Robert E. Botts, Mayor

ATTEST:

Marie A. Calderon, City Clerk

APPROVED AS TO FORM
AND LEGAL CONTENT:

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

CERTIFICATION:

I, Marie Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Ordinance No. 1425 was introduced at a regular meeting of the City Council of the City of Banning, California, held on the 22nd day of June, 2010, and was duly adopted at a regular meeting of the City Council held on the _____ day of July, 2010, by the following roll-call vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

CITY COUNCIL AGENDA

Date: July 13, 2010
TO: City Council
FROM: Kirby J. Warner, Interim Administrative Services Director
SUBJECT: Approval of Accounts Payable and Payroll Warrants for Month of February 2010

RECOMMENDATION: The City Council review and ratify the following reports per the California Government Code.

FISCAL DATA: The reports in your agenda packet cover "Expenditure Disbursements" and "Payroll Expenses" for the month of February 2010.

The reports are:

Expenditure approval lists

February 4, 2010	266,828.42
February 10, 2010	1,871,431.80
February 11, 2010	24,126.81
February 18, 2010	349,474.59
February 23, 2010	323,919.93
February 25, 2010	23,150.24
March 9, 2010	1,961,373.14 (February Month End)

Payroll check registers

February 12, 2010	9,764.95
February 26, 2010	5,130.16

Payroll direct deposits*

February 12, 2010	305,962.46
February 26, 2010	292,352.60

As you review the reports, if you have any questions please contact the Finance Department so that we can gather the information from the source documents and provide a response.

* Included on the February month end expenditure approval list of 3/4/2010.

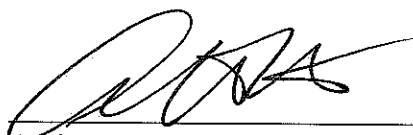
⁽¹⁾ Due to Positive Pay reporting, manual checks must be recorded in the accounting system separately from the weekly check register.

Report Prepared by: Michelle M. Green, Deputy Finance Director

RECOMMENDED BY:

Kirby J. Warner
Interim Administrative Services Director

APPROVED BY:



Andy Takata
City Manager

Fund/Department Legend:

General Fund – 001

Departments

0001 – General
1000 – City Council
1200 – City Manager
1300 – Human Resources
1400 – City Clerk
1500 – Elections
1800 – City Attorney
1900 – Fiscal Services
1910 – Purchasing & A/P
2060 – TV Government Access
2200 – Police
2210 – Dispatch
2300 – Animal Control

2400 – Fire
2700 – Building Safety
2800 – Planning
3000 – Engineering
3200 – Building Maintenance
3600 – Parks
4000 – Recreation
4010 – Aquatics
4050 – Senior Center
4060 – Sr. Center Advisory Board
4500 – Central Services
4800 – Debt Service
5400 – Community Enhancement

All Other Funds

003 - Riverside County MOU
100 – Gas Tax Street Fund
101 – Measure A Street Fund
103 – SB 300 Street Fund
104 – Article 3 Sidewalk Fund
110 – CDBG Fund
111 – Landscape Maintenance
132 – Air Quality Improvement Fund
140 – Asset Forfeiture-Police Fund
144 – Local Law Enforcement Block Grant
146 – San Geronio Gang Task Force
148 – Supplemental Law Enforcement
149 – Public Safety Sales Tax Fund
150 - State Park Bond Fund
200 – Special Donation Fund
201 – Sr. Center Activities Fund
202 – Animal Control Reserve Fund
203 – Police Volunteer Fund
204 – D.A.R.E. Donation Fund
300 – City Administration COP Debt Service
360 – Sun Lakes CFD #86-1
365 – Wilson Street #91-1 Assessment Debt
370 – Area Police Computer Fund
375 – Fair Oaks #2004-01 Assessment Debt
376 – Cameo Homes
400 – Police Facilities Development
410 – Fire Facility Development
420 – Traffic Control Facility Fund
421 – Ramsey/Highland Home Road Signal
430 – General Facilities Fund
441 - Sunset Grade Separation Fund
444 - Wilson Median Fund
451 – Park Development Fund

470 – Capital Improvement Fund
475 – Fair Oaks #2004-01 Assessment District
600 – Airport Fund
610 – Transit Fund
660 – Water Fund
661 – Water Capital Facilities
662 – Irrigation Water Fund
663 – BUA Water Capital Project Fund
669 – BUA - Water Debt Service
670 – Electric Fund
672 – Rate Stability Fund
673 – Electric Improvement Fund
674 - '07 Elec Revenue Bond Project Fund
675 – Public Benefit Fund
678 - '07 Elec Revenue Bond Debt Service Fund
680 – Wastewater Fund
681 – Wastewater Capital Facility Fund
683 – BUA Wastewater Capital Project Fund
685 – State Revolving Loan Fund
689 – BUA Wastewater Debt Service Fund
690 – Refuse Fund
700 – Insurance Fund
702 – Fleet Maintenance
703 – Information Systems Services
761 – Utility Billing Administration
810 – CRA – Low/Mod Fund
830 – CRA – Debt Service Fund
850 – CRA - Administration Fund
854 – CRA Low/Mod Bond Fund
855 - 2007 TABS Bond Proceeds
856 – 2003 TABS Bond Proceeds
857 – 2003 TABS Bond Proceeds Low/Mod
860 – CRA - Project Fund

**CITY COUNCIL AGENDA
CONSENT ITEM**

Date: July 13, 2010

TO: City Council

FROM: Kirby Warner, Interim Administrative Services Director

SUBJECT: Recommendation to adopt the 2010-2011 Cooperative and Repayment Agreement between the City of Banning and the Banning Redevelopment Agency for the payment of Administrative Expenses

RECOMMENDATION: "The City Council adopt the 2010-2011 Cooperative and Repayment Agreement between the City of Banning and the Redevelopment Agency."

JUSTIFICATION: This agreement is necessary in order to use tax increment revenue for CRA administrative services provided by the City of Banning.


BACKGROUND/ANALYSIS: This is a housekeeping item. Historically, the Agency has simply made operating transfers from the debt service fund, the fund in which all tax increment must be deposited, into the administration fund to pay all administrative expenses of the Agency. Theoretically, all expenses would be paid by the City and the Agency would simply reimburse the City. However, in practice, some of these costs are direct costs of the Agency and others are allocations for City services per the Citywide Cost Allocation Plan. Therefore, although the agreement covers all Agency administrative expenses only a portion of these costs are reimbursed to the City, while the balance are direct charges to the Agency. Under the California Health and Safety Code, tax increment can only be used to pay indebtedness of the Agency. The attached agreement establishes the administrative expenses as indebtedness. The attached agreement will allow the appropriate reimbursements and transfer of funds for 2010-11. Failure to approve this agreement will result in the Agency reporting to the County on its Statement of Indebtedness more funds than it actually has available. In other words, on the Statement of Indebtedness, an annual required filing, the Agency can only report indebtedness. To the extent tax increment is spent on items that do not constitute debt, the report will reflect more available fund balance than the Agency actually has. Furthermore, the Agency will only continue to receive the maximum tax increment if it reports a sufficient amount of debt. In as much as the Agency now has two outstanding bond issues, this will not be a problem in the short-term, but ultimately if funds are spent on items other than qualifying indebtedness, the Agency's tax increment allocations from the County may fall short of meeting all of its obligations.

FISCAL DATA: No additional appropriations are necessary. The budget has been prepared to accommodate the transfer of necessary funds.

RECOMMENDED BY:

Kirby Warner
Interim Administrative Services Director

APPROVED BY:



Andrew J. Takata
City Manager

**2010-2011 COOPERATION AND REPAYMENT AGREEMENT
BANNING REDEVELOPMENT AGENCY**

This 2010-2011 Cooperation and Repayment Agreement ("Agreement") is hereby made and entered into by and between the Banning Redevelopment Agency, a public body corporate and politic ("Agency") and the City of Banning, a general law municipal corporation ("City"), as of July 13, 2010 as set forth below:

RECITALS

- A. The Agency, a subdivision of the State of California, is a separate and distinct legal entity from the City, existing and exercising the powers vested under the California Community Redevelopment Law (California Health and Safety Code section 33000, *et seq.*) ("Community Redevelopment Law").
 - B. The City Council of the City of Banning, acting pursuant to the provisions of the Community Redevelopment Law, has activated the Agency and has declared itself to constitute the Governing Board of the Agency.
 - C. Pursuant to the Community Redevelopment Law, the Agency is performing a public function of the City and may have access to services and facilities of the City, and may accept assistance from the City.
 - D. Pursuant to California Health and Safety Code §§ 33126, 33127, and 33220 the Agency is authorized to obtain and the City to provide staff services, office space, and necessary equipment and supplies, and to give and receive aid and cooperation in the planning, undertaking, construction and operation of redevelopment projects.
 - E. City has administrative personnel and necessary facilities required for the operation of Agency and Agency desires to utilize City's personnel and facilities in order to more effectively control Agency's costs of the administration of Agency's redevelopment activities.
-
- F. Based on the foregoing, City and Agency desire to enter into this Agreement: (i) to provide for the personnel, services and facilities which the City will provide for and make available to Agency in furtherance of the activities and functions of the Agency under the Community Redevelopment Law; (ii) to establish the reasonable costs of the personnel, services and facilities to be provided by City to Agency; and (iii) to set forth the obligation of Agency to repay City for prior expenditures on its behalf and to and/or pay for such future costs and expenses incurred by the City for and on behalf of the Agency.

OPERATIVE PROVISIONS

NOW, THEREFORE, the parties hereto agree as follows:

1. **Services Provided.** City's officers and employees shall, at the request of the Agency, perform services for the Agency in carrying out its redevelopment work as follows:
 - 1.1 Those City officers and employees who are also appointed to positions or offices with or related to the Agency shall perform services for the Agency in a dual capacity.
 - 1.2 The City Manager shall perform services for the Agency as its Executive Director and shall establish the procedures to be followed in the request for, and the rendering of such services. These services shall include, but not be limited to services by a Redevelopment Director and City's Finance Director.
 - 1.3 City shall provide Agency access to supplies, facilities, and utilities with respect to Agency operations.
 - 1.4 City shall provide for the expenditure of City funds by the City on behalf of the Agency as requested by Agency.
 - 1.5 The foregoing services shall be provided to Agency with regard to the general administration of the Agency as well as with regard to each Project Area of Agency for fiscal year 2010-11.
 - 1.6 Agency shall pay to the City the value of the above-referenced services established in accordance with generally accepted municipal accounting practices on a no-less-than-quarterly basis during the course of fiscal year 2010-11.
2. **Payment.** In consideration of the services and facilities to be provided to Agency pursuant to this Agreement, Agency agrees to pay to City, as soon as is practicable from available tax increment funds, for services, facilities, and utilities provided as follows:
 - 2.1 A sum, not to exceed, \$750,000 for fiscal year 2010-11 as set forth in Exhibit "A" attached hereto and incorporated herein by this reference. City shall invoice Agency no less than quarterly, reflecting all charges attributable to Agency for fiscal year 2010-11.
 - 2.2 Any obligation of Agency to make payments hereunder from tax increment or any other funds shall be subordinate to any obligation to use such funds to service any bonds heretofore or herein after issued by Agency with respect to redevelopment activities which may occur in Agency's project areas.

- 2.3 The parties agree that tax increment funds subject to Health and Safety Code § 33334.2 shall only be used to reimburse or pay costs related to the preservation, improvement and creation of low and moderate income housing with the Agency's jurisdiction.
3. **Indebtedness Created.** The obligations of the Agency under this Agreement, whether to advance funds or to reimburse the City for services rendered or expenditures made on the Agency's behalf shall constitute an indebtedness of the Agency within the meaning of California Health and Safety Code section 33670, *et seq.*, for each project area for which the debt was incurred. Upon receipt of the billing therefore from the City, the debt will be due and payable by the Agency in accordance with the terms of this Agreement.
4. **Inclusion in Insurance Policy.** The City agrees to include the Agency within the terms of the City's insurance policy.
5. **Remedies.** If either party defaults with regard to any of the provisions of this Agreement, the non-defaulting party shall serve written notice of such default upon the defaulting party. If the default is not cured by the defaulting party within ninety (90) days after service of the notice of default, or if the default is not commenced to be cured within thirty (30) days after service of the notice of default and is not cured promptly within a reasonable period of time after commencement, the defaulting party shall be liable to the other party for damages caused by such default.
6. **Miscellaneous Provisions.** The following provisions shall apply to this Agreement:
- 6.1 Integration. This Agreement consists of pages 1 through 4, inclusive, which constitute the entire understanding and agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.
- 6.2 Recitals and Definitions. The Recitals set forth at the beginning of this Agreement are a substantive and integral part of this Agreement and are incorporated by reference in the Operative Provisions of this Agreement.
- 6.3 Severability. Each provision, term, condition, covenant, and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant, and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant, and/or restriction, of this Agreement and the remainder of the Agreement shall continue in full force and effect.

- 6.4 Amendments to Agreement. Any amendments to this Agreement must be in writing and signed by the appropriate authorities of the Agency and City.
- 6.5 Counterpart Originals. This Agreement may be executed in duplicate originals, each of which is deemed to be an original.
- 6.6 Effective Date of Agreement. This Agreement shall not become effective until the date it has been formally approved by the Agency's Governing Board and executed by the appropriate authorities of the Agency and Participant.
- 6.7 The Agreement shall supersede any prior agreement between the parties hereto dealing with the subject matter of this Agreement.

WHEREFORE, the parties hereto have executed this Agreement as of the date and year set forth below opposite the name of each such party.

CITY OF BANNING
A Municipal Corporation

Date: _____

By: _____
Mayor

Date: _____

Attest: _____
City Clerk

BANNING REDEVELOPMENT AGENCY
City of Banning, California

Date: _____

By: _____
Chairman

Date: _____

By: _____
Secretary

Approved as to Form:

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

EXHIBIT A

REIMBURSEMENT FOR ADMINISTRATIVE SERVICES FOR REDEVELOPMENT AGENCY TO CITY

Budgeted Expenditures
Fiscal Year 2010-11

	<u>FY 2010-11</u>
Personnel	\$ 482,080
Services and Supplies	156,780
Interfund Services	<u>125,217</u>
TOTAL	\$ 764,077
Less Adjustment in Fund Balance	<u>- 14,077</u>
PROJECTED REIMBURSEMENT	<u>\$ 750,000</u>

**CITY COUNCIL
CONSENT ITEM**

Date: July 13, 2010

TO: City Council

FROM: Kirby Warner, Interim Administrative Services Director

SUBJECT: Recommendation to adopt Resolution No. 2010-49, a resolution of the City Council of the City of Banning, approving a loan and repayment between the City and the Redevelopment Agency to facilitate the funding of Redevelopment Capital Projects

RECOMMENDATION: "That the City Council adopt Resolution No. 2010-49, a resolution of the City Council of the City of Banning, approving a loan and repayment between the City and the Redevelopment Agency to facilitate the funding of Redevelopment Capital Projects."

JUSTIFICATION: This loan is necessary in order to use tax increment revenue for funding various CRA capital project expenses.


BACKGROUND/ANALYSIS: This is a housekeeping item. Historically the Agency has simply made operating transfers from the debt service fund, the fund in which all tax increment must be deposited, into the Capital Project Fund to pay for capital project costs other than those paid for with bond proceeds. Under the California Health and Safety Code, tax increment can only be used to pay indebtedness of the Agency. The attached resolution will establish indebtedness on behalf of the Agency as of the fiscal year ending June 30, 2010 in the amount necessary to cover project expenses for 2009-10. The loan will be made from the General Fund to the Agency effective June 30, 2010 and then be repaid by the Agency to the General Fund on July 31, 2010. This transaction results in revenue (i.e. loan proceeds) to the capital project fund of the Agency and loan repayment (i.e. expense) from the debt service fund of the Agency. There is no net fiscal effect on the General Fund. Failure to approve the attached resolution will result in the Agency reporting to the County on its Statement of Indebtedness more funds that it actually has available. In other words, on the Statement of Indebtedness, an annual required filing, the Agency can only report indebtedness. To the extent tax increment is spent on items that do not constitute debt, the report will reflect more available fund balance than the Agency actually has. Furthermore, the Agency will only continue to receive the maximum tax increment if it reports a sufficient amount of debt. In as much as the Agency now has two outstanding bond issues, this will not be a problem in the short-term, but ultimately if funds are spent on items other than qualifying indebtedness, the Agency's tax increment allocations from the County may fall short of meeting all its obligations.

FISCAL DATA: No additional appropriations are necessary. The budget has been prepared to accommodate the necessary movement of funds.

RECOMMENDED BY:

Kirby Warner
Interim Administrative Services Director

APPROVED BY:



Andrew J. Takata
City Manager

RESOLUTION NO. 2010-49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING APPROVING A LOAN AND REPAYMENT BETWEEN THE CITY AND THE REDEVELOPMENT AGENCY TO FACILITATE THE FUNDING OF REDEVELOPMENT CAPITAL PROJECTS

WHEREAS, Under the California Health and Safety Code, tax increment revenue of the Agency can only be used to pay indebtedness of the Agency; and

WHEREAS, the Agency will only continue to receive its full allocation of tax increment revenue by incurring indebtedness; and

WHEREAS, the Agency desires to use a portion of its excess tax increment on various capital projects; and

WHEREAS, a short-term loan from the City to the Agency establishes qualified indebtedness under the California Health and Safety Code; and

WHEREAS, adequate fund and cash balances are available in the City's General Fund to fund the recommended loan;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the of the City of Banning, California that Council hereby authorizes a loan from the City's General Fund to the Redevelopment Agency effective June 30, 2010 in the amount of \$1,000,000. The loan will be repaid to the General Fund July 31, 2010. No interest will accrue on this loan.

PASSED, APPROVED AND ADOPTED this 13th day of July 2010.

Robert E. Botts, Mayor
City of Banning

APPROVED AS TO FORM AND
LEGAL CONTENT:

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

ATTEST:

Marie A. Calderon, City Clerk
City of Banning

CERTIFICATION

I, MARIE A. CALDERON, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2010-49 was duly adopted by the City Council of the City of Banning, California at a regular meeting thereof held on the 13th day of July, 2010 by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Marie A. Calderon, City Clerk

CITY COUNCIL AGENDA

DATE: July 13, 2010

TO: City Council

FROM: Duane Burk, Director of Public Works

SUBJECT: Resolution No. 2010-50, "Amending the Implementation Agreement between the City of Banning and Western Riverside Council of Governments (WRCOG) to Implement Assembly Bill 811 to include Assembly Bill 474, Water Conservation Financing for Water Efficiency Improvements"

RECOMMENDATION: The City Council adopt Resolution No. 2010-50, "Amending the Implementation Agreement between the City of Banning and Western Riverside Council of Governments (WRCOG) to Implement Assembly Bill 811 to include Assembly Bill 474, Water Conservation Financing for Water Efficiency Improvements".

JUSTIFICATION: Assembly Bill 474 is an approach that can be taken to incentivize more people to conserve water in their homes and businesses. Assembly Bill 474 is designed to encourage and facilitate the installation of permanent water conservation and efficiency improvements through a voluntary financing program between public entities and property owners.

BACKGROUND: Assembly Bill 811 enables cities and counties to establish Renewable Energy Assessment Districts in which property owners may voluntarily assess their properties as a re-payment instrument on loans used to increase energy efficiency or install renewable energy projects on their property. Due to Banning's size, it was not feasible to develop, fund and administer this type of program on its own; therefore, the City proposed to enter into an agreement with WRCOG to participate in their assessment program.

Consequently, on November 10, 2009 the City Council adopted Resolution No. 2009-92, "Approving the Inclusion of Properties Within the City's Incorporated Area in the Western Riverside Council of Government's Contractual Assessment Program to Finance Distributed Generation Renewable Energy Sources and Energy Efficiency Improvement; Approve the Resolution of Intention; and Approve the Implementation Agreement Between the Western Riverside Council of Governments and the City of Banning". Per this Implementation Agreement, WRCOG is responsible for obtaining funds and administering the program.


Subsequent to the City and WRCOG entering into the Implementation Agreement, the State Legislature, intending to address chronic water needs throughout California by permitting voluntary individual efforts to improve water efficiency, enacted Assembly Bill No. 474 to amend the contractual assessment to finance the installation of water efficiency improvements that are permanently fixed to residential, commercial, industrial, agricultural, or other real property, including but not limited to, recycled water connections, synthetic turf, cisterns for storm water recovery, and permeable pavement.

At this time, staff respectfully recommends amending the Implementation Agreement between the City and WRCOG to include Water Conservation Financing for Water Efficiency Improvements. The proposed agreement is attached hereto as Exhibit "A".

FISCAL DATA: There is no fiscal impact to the City of Banning.

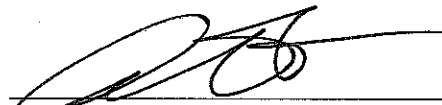
RECOMMENDED BY:

APPROVED BY:


Duane Burk
Director of Public Works

Kirby Warner
Interim Finance Director

APPROVED BY:


Andy Takata
City Manager

RESOLUTION NO. 2010-50

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AMENDING THE IMPLEMENTATION AGREEMENT BETWEEN THE CITY OF BANNING AND WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) TO IMPLEMENT ASSEMBLY BILL 811 TO INCLUDE ASSEMBLY BILL 474, WATER CONSERVATION FINANCING FOR WATER EFFICIENCY IMPROVMENTS

WHEREAS, the City Council of the City of Banning did, by the adoption of Resolution No. 2009-92 ("Resolution Granting Consent"), grant its consent to the inclusion of all properties in the incorporated area with the City in the Western Riverside Council of Governments ("WRCOG") contractual assessment program (the "Program") to assist property owners in financing the cost of installing distributed generation renewable energy sources or making energy efficient improvements that are permanently affixed to their properties; and

WHEREAS, WRCOG is proposing to establish and implement the Program pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (the "Act"); and

WHEREAS, subsequent to the adoption of the Resolution Granting Consent, AB 474 was enacted into law and amended the Act to add water efficiency improvements to the improvements authorized to be financed through a contractual assessment program; and

WHEREAS, WRCOG has proposed to add water efficiency improvements to the improvements authorized to be financed through the Program; and

WHEREAS, this City Council has determined that the addition of water efficiency improvements to the improvements authorized to be financed through the WRCOG Program would be in the best interests of the City.

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

- Section I.** The City Council hereby finds and declares that property in the City's incorporated area will be benefited by the ability to finance the installation of water efficiency improvements to their properties and, therefore, this City Council hereby consents to the addition of water efficiency improvements to the improvements authorized to be financed through the WRCOG Program.
- Section II.** Except as provided in paragraph 1 above, all other provisions of the Resolution Granting Consent shall remain in full force and effect.
- Section III.** The City Clerk is directed to send a certified copy of this resolution to the Secretary of the WRCOG Executive Committee.

PASSED, APPROVED, AND ADOPTED this 13th day of July, 2010.

Robert E. Botts, Mayor
City of Banning

ATTEST

Marie A. Calderon, City Clerk
City of Banning

**APPROVED AS TO FORM
AND LEGAL CONTENT**

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

CERTIFICATION:

I, Marie Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2010-50 was adopted by the City Council of the City of Banning at the Regular Meeting thereof held on the 13th day of June, 2010, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

EXHIBIT "A"

**FIRST AMENDMENT TO IMPLEMENTATION AGREEMENT
BETWEEN THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
AND THE CITY OF BANNING TO IMPLEMENT AB 811**

**FIRST AMENDMENT TO IMPLEMENTATION AGREEMENT
BETWEEN THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
AND THE CITY OF BANNING TO IMPLEMENT AB 811**

This First Amendment to Implementation Agreement ("First Amendment") is entered into as of July 13, 2010 between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS ("WRCOG"), a joint powers authority formed under Government Code sections 6500 et seq., and City of Banning ("Member Agency"), a Municipal Corporation formed under the laws of the State of California. WRCOG and the Member Agency are sometimes collectively referred to in this Agreement as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, WRCOG and Member Agency entered into that certain "Implementation Agreement between the Western Riverside Council of Governments and the City of Banning to Implement AB 811" (the "Implementation Agreement"); and

WHEREAS, pursuant to the Implementation Agreement, the Parties agreed that WRCOG will undertake proceedings pursuant to the provisions of Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (commencing with Section 5898.12) ("Chapter 29") to establish the Program (as defined in the Implementation Agreement) to make contractual assessment financing available to eligible property owners within the jurisdictional boundary of Member Agency to finance installation of distributed generation renewable energy sources or energy efficiency improvements; and

WHEREAS, subsequent to the Parties entering into the Implementation Agreement, the State Legislature, intending to address chronic water needs throughout California by permitting voluntary individual efforts to improve water efficiency, enacted Assembly Bill No. 474 to amend Chapter 29 to authorize Chapter 29 to be used to finance the installation of water efficiency improvements that are permanently fixed to residential, commercial, industrial, agricultural, or other real property, including but not limited to, recycled water connections, synthetic turf, cisterns for storm water recovery, and permeable payment; and

WHEREAS, the Parties desire to amend the Implementation Agreement as permitted pursuant to Section 11.9 thereof to enable WRCOG to finance the purchase and installation of such water efficiency improvements as a part of and pursuant to the Program; and

WHEREAS, the Executive Committee has authorized Member Agency to enter into this Agreement.

NOW, THEREFORE, the Parties hereby understand and agree as follows:

AGREEMENT

Section 1: Amendment to the Implementation Agreement.

Section 2 of the Implementation Agreement is amended to read as follows:

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"Section 2: Establishing Eligible Improvements."

WRCOG shall identify the kinds of public works, distributed generation renewable energy sources, or energy or water efficiency improvements that may be financed ("Eligible Improvements") under the Program."

Section 2: Effect of this First Amendment on the Other Terms and Provisions of the Implementation Agreement.

All terms and provisions of the Agreement shall remain in full force and legal effect except as expressly modified by the provisions of this First Amendment.

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this First Amendment to be in effect as of the date last signed below.

By: _____
Executive Committee Chair
Western Riverside Council of Governments

Date: _____

By: _____
City Manager, City of Banning

Date: _____

By: _____
Legal Counsel

Date: _____

CITY COUNCIL AGENDA

DATE: July 13, 2010

TO: City Council

FROM: Heidi Meraz, Community Services Director

SUBJECT: Resolution 2010-51 A Resolution of the City Council of the City of Banning Authorizing the Submittal of the FY 2010-11 Local Transportation Fund (LTF) and approving the FY 2010/11 – 2012/13 Short Range Transit Plan (SRTP)

RECOMMENDATION: “The City Council approve Resolution No. 2010-51, authorizing the submittal of the FY 2010-11 Local Transportation Fund (LTF) in the amount of \$1,068,537 and approving the FY 2010/11 – 2012/13 Short Range Transit Plan (SRTP)”.

JUSTIFICATION: LTF dollars are needed to fund the operation of the City’s fixed route and dial-a-ride services system. The SRTP is prepared annually and justifies the amount of funding being requested from the Riverside County Transportation Commission (RCTC). The plan, as well as the required funding sources, has already been approved by RCTC.

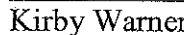
BACKGROUND: The City operates three fixed routes and a dial-a-ride service. The Riverside County Transportation Commission (RCTC) allocates LTF dollars to the City each year to cover the transit system’s operating costs. A claim form must be submitted annually to RCTC in order for the funds to be released to the City. The SRTP should be approved by the Council as part of the claim submittal process.

FISCAL DATA: The Fiscal Year 2010-11 LTF transit claim total of \$1,068,537, along with fare box recovery, will fund the operating expenditures for the City’s transit and dial-a-ride services.

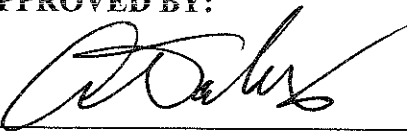
RECOMMENDED BY:


Heidi Meraz
Community Services Director

REVIEWED BY:


Kirby Warner
Interim Finance Director

APPROVED BY:


Andy Takata
City Manager

RESOLUTION NO. 2010-51

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING
AUTHORIZING THE SUBMITTAL OF THE FY 2010-11 LOCAL
TRANSPORTATION (LTF) CLAIM AND APPROVING THE FY 2010/11-2012/13
SHORT RANGE TRANSIT PLAN (SRTP)**

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

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

WHEREAS, the Short Range Transit Plan is prepared annually as justification for the LTF funding request; and

WHEREAS, the Short Range Transit Plan should be approved as part of the claim submittal process;

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

Section I. The City Council of the City of Banning hereby authorizes the Community Services Director to execute and submit the Fiscal Year 2010-11 LTF Public Transit Claim in the amount of \$1,068,537 on behalf of the City of Banning.

Section II. The City Council approves the FY 2010/11-12/13 Short Range Transit Plan.

Section III. The Finance Director is authorized to make any budget adjustments related to this resolution.

PASSED, APPROVED, AND ADOPTED this 13th day of July 2010.

Robert E. Botts, Mayor

ATTEST

Marie A Calderon, City Clerk

APPROVED AS TO FORM
AND LEGAL CONSENT:

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

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2010-51, was duly adopted by the City Council of Banning, California, at a regular meeting thereof held on the 13th day of July, 2010, by the following vote to wit:

AYES:

NOES:

ABSENT:

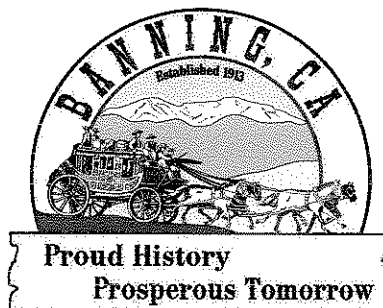
ABSTAIN:

Marie A. Calderon, City Clerk
City of Banning



BANNING TRANSIT SYSTEM

**FY 2010/11 – 2012/13
SHORT RANGE TRANSIT PLAN**



*Pass Transit is a cooperative effort between the City of Banning
and the City of Beaumont*

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INTRODUCTION

Banning Transit System began as one intercity fixed route in April 1973, and then expanded to two routes in September 1985. Fixed route service to Cabazon and the commercial area of the Morongo Band of Mission Indians Reservation began in July 1995, as the system's third route. Banning Dial-A-Ride service for seniors and persons with disabilities began in October 1985. Pass Transit as a combined effort between Banning Transit System and Beaumont Transit System started in November 2004. Routes 1 and 2 were modified from the previous Banning Transit System Cabazon Route and Beaumont Transit System Route 1. Banning's Northern Route was renumbered Route 5 and Banning's Southern Route was renumbered Route 6. Beaumont's existing Routes 3 and 4 remained the same. A Memorandum of Understanding was developed to allow each city's Dial-A-Ride services to cross jurisdictional boundary lines so that a passenger did not have to transfer. A new joint Rider's Guide was developed, combined transfers and ten-ride ticket books were printed, buses and bus stop signs were decaled 'Pass Transit' and fares were established to be the same for the convenience of riders. In January 2009, monthly passes were offered for sale at the Banning Community Center Office, 789 N. San Geronio Avenue.

The Banning Transit System functions as a department within the City. The contract for the Transit Manager through Professional Transit Management (PTM) that began in April 2008 has been canceled by the City of Banning effective June 30, 2010 in order to decrease budget expenses. The Transit Department is managed by and under the direction of the Community Services Director. The City of Banning Transit Department employs a Lead Bus Driver/Trainer, five full-time bus drivers, five part-time bus drivers, two part-time Dial-A-Ride drivers, one full-time Office Specialist, and one full-time Equipment Mechanic.

CHAPTER 1 – SYSTEM OVERLAY

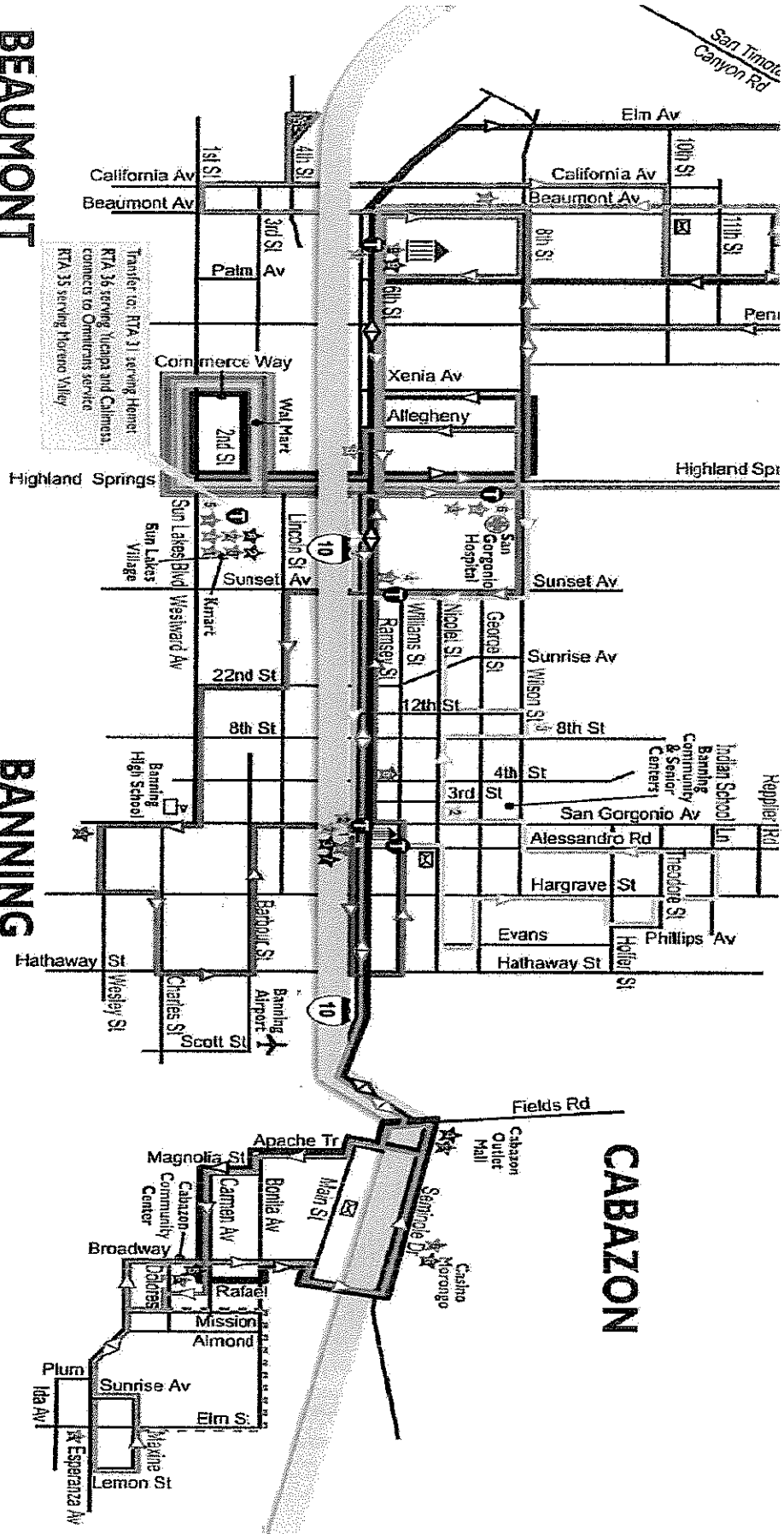
1.1 Description of Service Area

The Banning Pass Transit serves the commercial and residential areas of Banning and residential and commercial areas in Cabazon with additional service to limited commercial areas in Beaumont. Transit service was implemented in Banning in April 1973.

The Banning Dial-A-Ride service was implemented in Banning in October 1985. The Pass Transit Dial-A-Ride services the entire city limits of Banning and provides service to areas of Beaumont and Cabazon within ¼ mile of the fixed route bus service.

BEAUMONT

BANNING



1.2 Population Profile and Demographic Projections

The residential population within the Banning Transit System's service area has grown approximately 20% since 2000. Growth is anticipated to remain flat for the upcoming fiscal year. As of January 1, 2010, the California Department of Finance estimated that the City's population was 28,751.

Per the 2000 census there were 23,562 people, 8,923 households, and 6,237 families residing in the city. Population density was 1,022 people per square mile (395/km²). There were 9,761 housing units at an average density of 423/sq mi (164/km²). The racial makeup of the city was 64.19% White, 30.21% Hispanic or Latino of any race, 8.55% African-American, 2.52% Native American, 5.38% Asian, 0.15% Pacific Islander, 14.88% from other races, and 4.36% from two or more races.

Of the 8,923 households, 26.3% had children under the age of 18. 53.2% were married couples living together. 12.5% had a female head of household, and 30.1% were non-families. 25.8% of all households were made up of individuals and 16.1% had someone living alone who was 65 years of age or older. The average household size was 2.60 and the average family size was 3.11.

Twenty-six and four tenths of a percent of the city's population was under 18 years of age, 7.4% was 18 to 24 years old, 20.95 was 25 to 44 years of age, 18.4% was 45 to 64 years old, and 26.8% were 65 years of age or older. The median age was 41. For every 100 females there were 90.9 males and for every 100 females age 18 and over, there were 86.7 males.

Data from a 2001 Pass Area Transit Study reported that more than two-thirds of the ridership (68%) is female. This number increases to 86% among riders age 62 to 79 years. Ridership ethnicity closely parallels the population ethnicity in the City of Banning. The breakdown of ridership ethnicity is derived from the 2001 Pass Area Transit Study. No review has been performed since 2001.

- | | | |
|---------------------------|---|-----|
| • Caucasian Riders | - | 47% |
| • Hispanic Riders | - | 34% |
| • African American Riders | - | 12% |
| • Asian Riders | - | 1% |
| • Riders | - | 2% |
| • Others | - | 4% |

The surveys further showed that 85% of the system's fixed route ridership use transit services at least three times a week, 23% of the system's Dial-A-Ride ridership use transit services at least three times a week, 67% of the ridership use transit services for local trips within the Banning/Beaumont/Cabazon area, 27% use transit for travel

outside of the local service areas, and 91% of the system's ridership do not have access to a car.

Respondents also indicated that transit services are readily available with the majority of riders walking five minutes or less to the bus stop. Eighty-seven percent of the rider households speak English as their primary language and 13% speak Spanish as their primary language.

It would appear that the majority of regular Banning Transit System riders counted in the above percentages share the commonality of either being underemployed or unemployed. In spite of the flat economy, the demand for transit services appears to have remained at a fairly level rate, perhaps falling off slightly.

1.3 Fixed Route Transit Services and Paratransit Service, Regional Express Bus Service

The Banning Pass Transit System offers three routes, Routes 1, 5, and 6 as well as a Dial-A-Ride Service. Routes 5 and 6 operate on a 75 minute headway. The routes had their headways increased due to increased congestion and multiple stops being made. The prior 60 minute headway caused routes to operate late. Routes 1 and 2 (Route 2 provides the Beaumont Transit System's Cabazon service) complement each other throughout the commercial areas of Beaumont, Banning, Cabazon, and the Morongo commercial development, with both Routes 1 and 2 operating every two hours. Route 1 is the only service that travels into eastern Cabazon, whereas Route 2 is the only service that travels into northeastern Beaumont. Approximately 75% of Routes 1 and 2 duplicate each other. Due to a recent schedule change, Route 1 trails behind Route 2 by 10 to 12 minutes causing a two hour frequency along this corridor.

Pass Transit service into Cabazon is the result of a memorandum of understanding between RTA and the City of Banning in an effort to reduce duplicative transit service in the Pass Area and to satisfy an unmet transit need at the time. Routes will be modified as needed to better serve unmet transit needs.

A summary of Pass Transit routes operated by Banning Transit System are shown below:

Route 1 - Beaumont/Banning/Cabazon

This route operates on a two-hour headway and is complimented by an overlap with Route 2 (Beaumont Pass Transit) along 75% of the route. Route 1 is the only service to the remote Esperanza & Elm area of southeastern Cabazon. The route also provides service to the residential areas of Cabazon, James Venable Cabazon Community Center, Casino Morongo, Desert Hills Premium Outlets and Cabazon Outlets, the commercial areas along Ramsey Street and Highland

Springs Avenue in Banning, and the commercial areas along 6th Street and Beaumont Avenue in Beaumont.

Route 5 – Northern Banning

This route operates on a 75 minute headway and provides service to the residential areas of the City of Banning that lie north of the I-10 freeway, Nicolet Middle School, Hoffer Elementary School, Banning Public Library, Coombs Intermediate School, Hemmerling Elementary School and the commercial areas along Ramsey Street and Highland Springs Avenue.

Route 6 – Southern Banning

The route operates on a 75 minute headway and provides service to the residential areas south of the I-10 freeway, a small residential section north of Ramsey Street at the east end of the City of Banning, the commercial areas along Ramsey Street and Highland Springs Avenue, Banning High School, Smith Correctional Facility, apartment complexes in the south, and the Banning Municipal Airport.

Banning Pass Transit fixed route service hours are:

Monday – Friday	6:00 a.m. to 7:00 p.m.
Saturday	8:00 a.m. to 5:00 p.m.
Sunday	9:00 a.m. to 5:00 p.m. (subject to change)

The Banning Transit System Pass Transit provides service hours from 8:00 a.m. to 5:00 p.m. on the following holidays: Martin Luther King, Jr.'s Birthday, President's Day, Memorial Day, Labor Day, Veteran's Day, and the day after Thanksgiving Day. No service is provided on the following holidays: New Year's Day, Independence Day, Thanksgiving Day, and Christmas Day.

Banning Pass Transit Dial-A-Ride

Banning Pass Transit Dial-A-Ride provides service to seniors (60+), persons with disabilities, and individuals certified for complementary paratransit service under the Americans with Disabilities Act (ADA). Call Center hours are from 8:00 a.m. to 3:00 p.m. Monday through Thursday and voice mail can be left anytime and will be responded to as soon as possible.

Service hours for Banning Pass Transit Dial-A-Ride are (next page):

Seniors (age 60 & older) and persons with disabilities without ADA certification
Monday – Friday 8:00 a.m. – 3:00 p.m.
Saturday & Sunday No Service

Persons with ADA Complementary Paratransit Certification
Monday – Friday 6:00 a.m. to 7:00 p.m.
Saturday & Sunday Service provided only if three (3) or more persons request service

Pass Transit Dial-A-Ride provides service hours to ADA Certified passengers only from 8:00 a.m. to 5:00 p.m., Monday – Friday and on the following holidays: Martin Luther King, Jr.'s Birthday, President's Day, Memorial Day, Labor Day, Veteran's Day, and the day after Thanksgiving Day. No service is provided on the following holidays: New Year's Day, Independence Day, Thanksgiving Day, and Christmas Day.

Pass Transit Dial-A-Ride is provided within the entire city limits of Banning and Beaumont and within a ¾ mile boundary of the Routes 1 and 2 service areas in Cabazon. The City of Banning provides the ADA certification for Pass Transit Dial-A-Ride services operated by the City of Banning.

The primary uses of Banning Pass Transit Dial-A-Ride are for transportation to medical appointments, workshop programs for persons with disabilities, shopping areas, employment, and include connections to Riverside Transit Agency (RTA) and Pass Transit fixed routes.

Through a cooperative memorandum of understanding, Pass Transit Dial-A-Ride operated by the Beaumont Transit system will provide its residents with service in Banning and within a ¾ mile boundary of Route 2 in Cabazon. Pass Transit Dial-A-Ride operated by the Banning Transit System will provide its residents with service in the city limits of Beaumont (excluding Cherry Valley).

There are no direct connections between the Pass Area and the Coachella Valley on public transit. Greyhound Lines, Inc. through their Crucero subsidiary provides intercity bus service between Los Angeles, Banning, Palm Springs, Imperial County, and Mexicali four times each day. Caltrans Division of Rail, through Amtrak operates Amtrak California Thruway bus service between Indio, Beaumont City Hall and Bakersfield with connections to Amtrak California San Joaquin to Oakland or Sacramento via Central Valley cities.

1.4 Current Fare Structure and Proposed Fare Structure

The fare structure was adjusted in January 2009. Currently, the fixed route fare is \$1.00/one way trip for general fare passengers. Fares for senior citizens age 60 years and older and persons with disabilities is \$.60/one-way trip. A zone fare of \$.25 exists for persons traveling between Banning/Beaumont and Cabazon/Morongo service areas. (The route is twice the length of any other route in the system. The zone fare helps to

recover operating costs for travel beyond the City limits.) Ten-ride ticket books are offered for \$9.00 each; senior citizens and persons with disabilities can purchase Ten-Ride ticket books at a reduced cost of \$5.40 each. Monthly passes became available in January 2009. General fare monthly passes are offered at \$34.00 each and Senior/Disabled monthly passes are offered at \$20.50 each.

Ten-Ride Ticket Books can be purchased at Banning Transit System Administrative Offices located at 789 North San Geronio Avenue and Banning City Hall Finance Department located at 99 East Ramsey Street. Monthly Passes can be purchased at the Banning Community Center Office, 789 N. San Geronio Avenue. The City of Beaumont also offers the same Ten-Ride Ticket Book for sale onboard Routes 2, 3, and 4 or at Beaumont City Hall. Pass Transit tickets, monthly and day passes are honored by both the Banning and Beaumont Transit Systems.

Transfers are no longer valid on the Pass Transit System. RTA accepts day and monthly passes where Pass Transit routes connect to RTA routes.

The final increase of fares went into effect July 2009 to ensure that the City is in compliance with achieving a 10% farebox recovery ratio.

PASS TRANSIT FIXED ROUTE FARE STRUCTURE

<u>Category</u>	<u>Current Fare</u>
Full Fare in Banning or Beaumont	\$ 1.00
Zone Fare to/from/within Cabazon	\$.25
Seniors (age 60 and up)	\$.60
Persons with Disabilities	\$.60
Day Pass (general)	\$ 3.00
Day Pass (senior/disabled)	\$ 1.80
Monthly Pass	\$34.00
Monthly Pass (senior/disabled)	\$20.50
Other Transit Items	10-Ride Ticket Book/\$9.00
Seniors/Persons With Disabilities	10-Ride Ticket Book/\$5.40.
Children (5 yrs. & younger)	First two children ride free w/paying Adult – Additional children pay \$ 1.00

A fixed route disability discount card is available from the Banning Transit System Administrative Office for those who have a disability, a Medicare card or ADA Certification. This card allows the eligible user to pay the fare of "Persons with Disabilities" when traveling on the Pass Transit system and RTA.

Pass Transit Dial-A-Ride is restricted to persons with disabilities and seniors age 60 years and older. The Dial-A-Ride fare is \$1.35/one-way trip.

PASS TRANSIT DIAL-A-RIDE FARE STRUCTURE

<u>Category</u>	<u>Current Fare</u>
Full Fare	\$1.35/one-way trip
Attendants	Free if required with an ADA Certified Passenger
No Show	\$1.35/no show*
Zone Fares	None
10 Tripper	\$12.15 (10 one-ride tickets)

*No Shows are trips scheduled but not taken or cancelled

There are currently no plans in FY 2010/11 to change the current fare structure for either the fixed route or dial-a-ride systems.

1.5 Revenue Fleet

Banning Transit System operates five fixed route vehicles (three in revenue service and two as spares), all of which are powered by compressed natural gas (CNG). The vehicles are equipped with bicycle racks for two bicycles, and are in compliance with the ADA with mobility device lifts and two tie-down stations per bus. The transit system also operates three Dial-A-Ride vehicles (two in revenue service and one as a spare) that are gasoline powered and in compliance with the ADA, with mobility device lifts and tie-down stations for four mobility devices. Banning Pass Transit also has three support vehicles that are used for driver relief or administrative errands.

The City adheres to California Highway Patrol (CHP) mandated Preventive Maintenance Inspection criteria and is very proactive in maintenance efforts.

The predicted replacement level for fixed route service buses is every 10 years. Currently, there are five fixed route buses of which three are in revenue service and two are rotation buses. Two new buses have been ordered and are expected to arrive in

July 2010. Upon the arrival of the two new buses, buses 217 and 218 will be retired from service. A replacement bus for the fixed route will be needed in FY 2012/13.

The Dial-A-Ride buses should be replaced at 150,000 miles. A new Dial-A-Ride bus was delivered March 22, 2010. Currently, there are two Dial-a-Ride buses in revenue service and one rotation Dial-A-Ride. Dial-A-Ride buses 215 and 216 have been retired and buses 213 and 230 serve as backup vehicles for the Banning Pass Transit Fixed Route.

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

The following two pictures show a fixed route and a dial-a-ride vehicle:



1.6 Existing Facility/Planned Facilities

Banning Transit System functions as a department within the City and utilizes existing facilities. Transit Administrative staff is housed at the City's Community Center located at 789 North San Geronio Avenue. The maintenance, parking, fueling of the buses, and storage of bus stop amenities are performed at the City's Corporation Yard located at 176 East Lincoln Street. Maintenance of the vehicles is performed by the Public Works Department, Fleet Maintenance Division. City administrative staff, including Finance and Human Resources, is located at Banning City Hall, 99 East Ramsey Street. Banning Police, which provides security services for Pass Transit, is located at 125 East Ramsey Street.

CNG vehicles for the transit system are fueled at the City of Banning Corporation Yard. The fueling station is the only CNG station in the City of Banning large enough to meet the demands of the transit system and Banning Unified School District.

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

CHAPTER 2 – EXISTING SERVICE AND ROUTE PERFORMANCE

2.1 Fixed Route Service – Route by Route Analysis

Ridership for Banning Pass Transit Route 1 July-March in 2008-09 was 34,487, Route 5 was 39,253, and Route 6 was 29,740 for a total of 103,480. These numbers were compiled from the Transtrack ridership data. Ridership for Banning Pas Transit Route 1 July-March in 2009-10 was 32,544, Route 5 was 31,068, and Route 6 was 26,990 for a total of 90,602. Ridership numbers for 2009-10 average 1,431 less per month compared to FY 2008-09. The loss in ridership can be directly attributed to higher unemployment rates and the subsequent drop in disposable income, thereby greatly reducing the number of passengers commuting to work, running errands, shopping or taking pleasure trips.

Banning Transit System staff has available comment cards, a direct telephone line to the Banning Transit Office, e-mail, mail, fax-a-comment, complaint or suggestion for the public to communicate with the Transit Department. A Transit Advisory Committee was recently created to assist the City in monitoring transit services. Banning Transit System staff actively participates in community events with local organizations.

The Pass Transit Information Center provides dial-a-ride information, reservations, cancellations, fixed route schedules and information. Hours of operation are Monday through Thursday from 8:00 a.m. to 5:00 p.m. Presently, the Transit Information Center is closed on Fridays, weekends, and on all major holidays. The Transit Information Center is located at the Banning Community Center, inside the Transit Administrative Offices, located at 789 North San Gorgonio Avenue in Banning. This center is also responsible for taking complaints and passing them to the appropriate party. The City has made a commitment to provide reliable, responsive information to the public and be proactive in responding to customer comments, complaints, and suggestions. The Transit General Manager utilizes transit services on a frequent basis to talk with riders and drivers to obtain comments.

2.2 Dial-A-Ride Service – System Performance

Ridership for the Banning Dial-A-Ride July-March in 2008-09 was 8,546. Ridership numbers for the Banning Dial-A-Ride July-March 2010 was 7,239. Ridership numbers for 2009-10 average 145 less per month than for FY08-09 per Transtrack data. The loss in ridership can be directly attributed to a drop in disposable income, thereby reducing passengers running errands, shopping, or taking pleasure trips.

Due to the economic hardship and necessary budget cuts within the city, there is a possibility of eliminating DAR Sunday service in FY 2010-11.

2.3 Key Performance Indicators

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

Banning Transit System/Pass Transit Performance Measures

Banning Transit System / Pass Transit	FY 2007 Audited	FY 2008 Audited	FY 2009 Actual	FY 2010 Projected (Based on 3 rd Quarter Actuals)	FY 2011 Planned
Performance Statistics					
Unlinked Passenger Trips	157,253	133,939	173,351	140,000	131,748
Operating Cost per Revenue Hours	\$73.39	\$80.30	\$88.15	\$88.40	\$79.68
Farebox Recovery Ratio	11.82%	12.34%	11.73%	11.80%	10.13%
Subsidy per Passenger	\$6.00	\$7.65	\$6.48	\$8.00	\$8.17
Subsidy per Passenger Mile	N/A	N/A	2.54	3.40	\$2.99
Subsidy per Revenue Hour	\$64.71	\$70.47	\$77.81	\$73.87	\$71.60
Subsidy per Revenue Mile	\$3.94	\$4.23	\$4.69	\$4.57	\$4.42
Passengers per Revenue Hour	10.8	9.2	12.0	9.0	8.80
Passengers per Revenue Mile	0.66	0.56	0.72	0.53	0.54

The FY 2009/10 projections are based on operating data through March 2010, projected through June, 2010. Since these are only estimates, the performance indicators are subject to change.

For Fiscal Year 2010/11, the Banning Transit System expects to be in compliance with at least 4 of the 7 performance targets.

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

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

2.4 Productivity Improvement Efforts

In January 2009 Monthly and Day Passes were made available for purchase offering significant savings to the passengers utilizing the Fixed Route Service. A bus driver attended all of the Banning Unified School District's Open Houses and Back to School Nights providing written and verbal information about the Banning Pass Transit

services. A Banning Pass Transit information booth was stationed at major community events throughout the City of Banning.

The Transit Manager regularly visits the Banning Senior Center and Nutrition Site providing information on the Fixed Route and Dial-A-Ride and answering any questions or concerns that current and potential passengers may have. In order to meet the PIP staff will review all routes to make sure that service is warranted and will eliminate any unproductive areas. Analyzing of all routes and monitoring them for unproductive service areas will be an ongoing activity.

2.5 Major Trip Generators and Projected Growth Over Next Two Years

Major passenger trip destinations that the Banning Pass Transit services are the Kmart Shopping Center, the 2nd Street Marketplace in Beaumont, the WalMart Supercenter in Beaumont, the Fox Cinema in Banning, the Cabazon Outlet Stores, Desert Hills Premium Outlets and Casino Morongo. There is a high demand for service to these destinations whether for employment, necessities or pleasure.

Requests for transit service to the Coachella Valley, Idyllwild, and the Morongo Basin have been made. Staff is aware of the desire and need for public transportation to these areas; however, the flat economic growth of the entire country currently makes any expansion of service to these areas impossible. Whether or not these destinations can ever be considered much less carried out is wholly dependent on a complete economic recovery and ridership large enough to support it.

2.6 Equipment, Passenger Amenities and Facility Needs

Passenger amenities include 170 sign posted bus stops, 13 bus shelters with information panels, 6 benches, and 13 trash cans.

Bus Schedule holders were ordered and installed in bus shelters throughout the fixed routes and route holders were purchased and installed in the fixed route buses. Much needed shop equipment for bus and dial-a-ride maintenance and repairs was purchased. Nine new benches and trash receptacles are being installed and more identical benches and trash receptacles will be purchased to complete the replacement of the old benches and trash receptacles throughout the fixed routes. Two new dial-a-rides were purchased and are in active revenue use and two new fixed route buses have been ordered and are scheduled for delivery in July 2010. A relief vehicle has been purchased and will be delivered in May 2010. An administrative vehicle was purchased and delivered in March 2010. A shop truck, new fareboxes, digital security cameras, and automated enunciator and display equipment are in the process of being purchased. A need for a replacement fixed route bus is anticipated for FY 2011-12.

CHAPTER 3 – PLANNED SERVICE CHANGES AND IMPLEMENTATION

3.1 Recent Service Changes

Banning Pass Transit routes may be changed and service hours may change depending on the need for it. Staff consistently reviews the three service routes for any improvements needed. The bus fares remain at their July 2009 implemented level with no plans for any service increases at this time; possibly only decreases.

3.2 Recommended Local & Express Route

With a rebounding economy it would be possible to expand service hours and routes to try and generate increased ridership. However, with the current depressed economy and necessary budget cuts, there is a possibility of eliminating the fixed route and dial-a-ride Sunday service.

3.3 Marketing Plans and Promotions

Providing Banning Pass Transit and Dial-A-Ride information on the local television channel, staff appearances at Banning Unified School District Back to School Nights and Open Houses, flyers and posters placed throughout the city and outside areas (Beaumont and Cabazon) serviced by the transit system and newspaper ads can all be utilized to educate the public about the Banning Pass Transit and Dial-A-Ride services available.

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

1. Continue outreach programs to schools and at community events.
2. Attend senior community meetings to provide information.
3. Participation in the Mt. San Jacinto Jr. College GO-PASS Program to encourage ridership of college students.
4. Enclose flyers with transit information in city utility bills.

The City of Banning's website at www.ci.banning.ca.us provides basic Pass Transit route and schedule information. Transit staff is currently working to make information about routes and services more accessible. Customers can submit comments, complaints, concerns and suggestions through the city website.

3.4 Budget Impact on Proposed Changes

With the necessity of making budget cuts, it would be impossible to expand service hours or routes for FY 2010-11. Cutting service hours may occur by eliminating Sunday service in order to meet budget constraints.

CHAPTER 4 – FINANCIAL AND CAPITAL PLANS

4.1 Operating and Capital Budget

For FY 10/11, operating funds needed to operate the Banning Pass Transit System are \$1,197,537 for the Fixed Route and DAR. The operating funds consist of \$1,068,537 local transportation funds (LTF). The projected farebox revenue for FY 10/11 is \$124,500. Additional funding in the amount of \$4,500 will come from interest income and advertising revenues.

In an effort to reduce administrative operating expenses, the contract services agreement between the City of Banning and Professional Transit Management, LTD (PMT,LTD) will be cancelled effective June 30, 2010.

4.2 Funding Plans to Support Proposed Operating and Capital Program

Capital projects for FY10/11 will be funded with \$284,043 Prop 1B (PTMISEA) funds and \$68,650 grant funds from Homeland Security program.

4.3 Regulatory and Compliance Requirements

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

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

Title VI

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

Alternatively Fueled Vehicles (RCTC Policy)

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

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

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

Disadvantaged Business Enterprise (DBE) Program

The City of Banning has adopted a DBE plan and methodology which is in compliance with the State of California's requirements. The plan and goals will be updated on an as needed basis.



Table 1 - Fleet Inventory
FY 2010/11 Short Range Transit Plan
City of Banning

Bus (Motorbus) / Directly Operated

Year Built	Mfg. Code	Model Code	Seating Capacity	Lift and Ramp Equipped	Vehicle Length	Fuel Type Code	# of Active Vehicles	# of Contingency Vehicles	Life to Date Vehicle Miles FY 2008/09	Life to Date Vehicle Miles through March FY 2009/10	Average Lifetime Miles Per Active Vehicle As of Year-To-Date (e.g., March) FY 2009/10
1998	EDN	Transmark	33	2	35	CN	2	0	244,876	549,958	274,979
2001	EDN	Transmark	33	1	35	CN	1	0	411,096	450,383	450,383
2004	EDN	Transmark	33	2	35	CN	2	0	438,365	510,534	255,267
2002	FRD	Ranger	2	0	12	GA	1	0	37,349	43,689	43,689
2003	FRD	Ranger	2	0	12	GA	1	0	33,852	37,456	37,456
1989	FRD	Astro	2	0	15	GA	1	0	32,614	35,025	35,025
Totals:			105	5			8	0	1,198,152	1,627,045	203,381



Table 1 - Fleet Inventory
FY 2010/11 Short Range Transit Plan
City of Banning

Demand Response / Directly Operated

Year Built	Mfg. Code	Model Code	Seating Capacity	Lift and Ramp Equipped	Vehicle Length	Fuel Type Code	# of Active Vehicles	# of Contingency Vehicles	Life to Date Vehicle Miles FY 2008/09	Life to Date Vehicle Miles through March FY 2009/10	Average Lifetime Miles Per Active Vehicle As of Year-To-Date (e.g., March) FY 2009/10
2001	EDN	Aerotech	12	1	25	GA	1	0	166,513	184,439	184,439
2003	EDN	Aerotech	12	1	25	GA	1	0	143,674	176,438	176,438
2008	ZZZ	Ford	14	1	26	GA	1	0	19,576	38,650	38,650
Totals:			38	3			3	0	329,763	399,527	133,176

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Table 2 -- City of Banning -- SRTP Service Summary
FY 2010/11 Short Range Transit Plan
All Routes

	FY 2007/08 Audited	FY 2008/09 Audited	FY 2009/10 Plan	FY 2009/10 3rd Qtr Actual	FY 2010/11 Plan
Fleet Characteristics					
Peak-Hour Fleet			5		5
Financial Data					
Total Operating Expenses	\$1,168,724	\$1,272,344	\$1,274,851	\$857,785	\$1,197,537
Total Passenger Fare Revenue	\$144,226	\$149,275	\$129,850	\$102,189	\$121,385
Net Operating Expenses (Subsidies)	\$1,024,498	\$1,123,069	\$1,145,001	\$755,597	\$1,076,152
Operating Characteristics					
Unlinked Passenger Trips	133,939	173,351	151,457	98,811	131,748
Passenger Miles	345,253	442,402	369,270	264,148	360,150
Total Actual Vehicle Revenue Hours (a)	14,603.8	14,433.7	15,393.0	10,881.3	15,030.0
Total Actual Vehicle Revenue Miles (b)	239,755.1	239,439.3	241,393.0	176,127.1	243,243.0
Total Actual Vehicle Miles	251,142.9	249,886.8	259,564.0	184,062.2	245,416.0
Performance Characteristics					
Operating Cost per Revenue Hour	\$80.03	\$86.15	\$82.82	\$78.83	\$79.66
Farebox Recovery Ratio	12.34%	11.73%	10.18%	11.91%	10.13%
Subsidy per Passenger	\$7.65	\$6.48	\$7.56	\$7.65	\$8.17
Subsidy per Passenger Mile	\$2.97	\$2.54	\$3.10	\$2.86	\$2.99
Subsidy per Revenue Hour (a)	\$70.15	\$77.81	\$74.38	\$69.44	\$71.60
Subsidy per Revenue Mile (b)	\$4.27	\$4.69	\$4.74	\$4.29	\$4.42
Passenger per Revenue Hour (a)	9.2	12.0	9.8	9.1	8.8
Passenger per Revenue Mile (b)	0.56	0.72	0.63	0.56	0.54

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

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Table 2 -- Banning-BUS -- SRTP Service Summary
FY 2010/11 Short Range Transit Plan
All Routes

Fleet Characteristics	FY 2007/08 Audited	FY 2008/09 Audited	FY 2009/10 Plan	FY 2009/10 3rd Qtr Actual	FY 2010/11 Plan
Peak-Hour Fleet			3		3
Financial Data					
Total Operating Expenses	\$1,051,572	\$1,163,057	\$1,121,002	\$773,105	\$1,049,997
Total Passenger Fare Revenue	\$128,846	\$137,944	\$118,191	\$93,485	\$117,485
Net Operating Expenses (Subsidies)	\$922,726	\$1,025,113	\$1,002,811	\$679,620	\$932,511
Operating Characteristics					
Unlinked Passenger Trips	122,257	162,198	139,757	91,572	122,096
Passenger Miles	303,197	402,251	330,336	238,087	300,000
Total Actual Vehicle Revenue Hours (a)	12,627.0	12,456.0	12,832.0	9,597.0	12,795.0
Total Actual Vehicle Revenue Miles (b)	197,402.1	198,293.3	199,656.0	150,033.1	200,044.0
Total Actual Vehicle Miles	203,157.9	204,060.8	205,456.0	154,405.2	205,873.0
Performance Characteristics					
Operating Cost per Revenue Hour	\$83.28	\$93.37	\$87.36	\$80.56	\$82.06
Farebox Recovery Ratio	12.29%	11.86%	10.54%	12.08%	11.18%
Subsidy per Passenger	\$7.55	\$6.32	\$7.18	\$7.42	\$7.64
Subsidy per Passenger Mile	\$3.04	\$2.55	\$3.04	\$2.85	\$3.11
Subsidy per Revenue Hour (a)	\$73.08	\$82.30	\$78.15	\$70.82	\$72.88
Subsidy per Revenue Mile (b)	\$4.67	\$5.17	\$5.02	\$4.53	\$4.66
Passenger per Revenue Hour (a)	9.7	13.0	10.9	9.5	9.5
Passenger per Revenue Mile (b)	0.62	0.82	0.70	0.61	0.61

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

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Table 2 -- Banning-DAR -- SRTP Service Summary
FY 2010/11 Short Range Transit Plan
All Routes

Fleet Characteristics	FY 2007/08 Audited	FY 2008/09 Audited	FY 2009/10 Plan	FY 2009/10 3rd Qtr Actual	FY 2010/11 Plan
Peak-Hour Fleet			2		2
Financial Data					
Total Operating Expenses	\$117,152	\$109,288	\$153,849	\$84,680	\$147,540
Total Passenger Fare Revenue	\$15,380	\$11,331	\$11,659	\$8,733	\$3,899
Net Operating Expenses (Subsidies)	\$101,771	\$97,956	\$142,190	\$75,947	\$143,641
Operating Characteristics					
Unlinked Passenger Trips	11,682	11,153	11,700	7,239	9,652
Passenger Miles	42,055	40,151	38,934	26,060	60,150
Total Actual Vehicle Revenue Hours (a)	1,976.8	1,977.7	2,561.0	1,284.3	2,235.0
Total Actual Vehicle Revenue Miles (b)	42,333.0	41,146.0	41,698.0	26,094.0	43,199.0
Total Actual Vehicle Miles	47,965.0	45,806.0	54,068.0	29,657.0	39,543.0
Performance Characteristics					
Operating Cost per Revenue Hour	\$59.26	\$55.26	\$60.07	\$65.94	\$66.01
Farebox Recovery Ratio	13.12%	10.36%	7.57%	10.31%	2.64%
Subsidy per Passenger	\$8.71	\$8.78	\$12.15	\$10.49	\$14.88
Subsidy per Passenger Mile	\$2.42	\$2.44	\$3.65	\$2.91	\$2.39
Subsidy per Revenue Hour (a)	\$51.48	\$49.53	\$55.52	\$59.14	\$64.27
Subsidy per Revenue Mile (b)	\$2.40	\$2.38	\$3.41	\$2.91	\$3.33
Passenger per Revenue Hour (a)	5.9	5.6	4.6	5.6	4.3
Passenger per Revenue Mile (b)	0.28	0.27	0.28	0.28	0.22

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



Table 3 - SRTP Route Statistics
City of Banning -- 1
FY 2010/11
All Routes

Data Elements											
Route #	Day Type	Peak Vehicles	Passengers	Passenger Miles	Revenue Hours	Total Hours	Revenue Miles	Total Miles	Operating Cost	Passenger Revenue	Net Subsidy
BAN-1	Total	1	44,665	108,472	4,265.0	4,390.0	72,937.0	74,880.0	\$388,422	\$50,677	\$337,745
BAN-5	Total	1	41,424	101,541	4,265.0	4,278.0	60,568.0	60,994.0	\$356,885	\$36,093	\$320,892
BAN-6	Total	1	35,987	89,987	4,265.0	4,381.0	66,539.0	70,059.0	\$304,590	\$30,716	\$273,874
BAN-DAR	Total	2	9,652	60,150	2,235.0	2,820.0	49,199.0	39,543.0	\$147,540	\$3,899	\$143,641
Service Provider Totals		5	131,748	360,150	15,050.0	15,809.0	243,243.0	245,416.0	\$1,197,537	\$121,385	\$1,076,152



Table 3 - SRTP Route Statistics
City of Banning -- 1
FY 2010/11
All Routes

Performance Indicators											
Route #	Day Type	Operating Cost Per Revenue Hour	Operating Cost Per Revenue Mile	Cost Per Passenger	Farebox Recovery Ratio	Subsidy Per Passenger	Subsidy Per Passenger Mile	Subsidy Per Revenue Hour	Subsidy Per Revenue Mile	Passengers Per Hour	Passengers Per Mile
BAN-1	Total	\$91.07	\$5.33	\$8.69	13.04%	\$7.56	\$3.11	\$79.19	\$4.63	10.5	0.61
BAN-5	Total	\$83.70	\$5.89	\$8.62	10.11%	\$7.75	\$3.16	\$75.24	\$5.30	9.7	0.69
BAN-6	Total	\$71.42	\$4.58	\$8.46	10.08%	\$7.61	\$3.04	\$64.21	\$4.12	8.4	0.54
BAN-DAR	Total	\$65.01	\$3.42	\$15.29	2.64%	\$14.88	\$2.39	\$64.27	\$3.33	4.3	0.22
Service Provider Totals		\$79.68	\$4.92	\$9.09	10.13%	\$8.17	\$2.99	\$71.60	\$4.42	8.8	0.54

TABLE 3A: INDIVIDUAL ROUTE DESCRIPTION

Route 1 – Beaumont/Banning/Cabazon

Pass Transit Route 1 provides service predominately along Ramsey Street & 6th Street between Beaumont City Hall, Banning and Cabazon, while serving the Casino Morongo, Cabazon neighborhoods and Cabazon shopping areas. This route operates on a two-hour headway and is complemented by an overlap with Route 2 (operated by Beaumont Transit System) along 75% of the route. It provides service to the remote Esperanza and Elm area of Cabazon. The route also provides service to the residential areas of Cabazon, James Venable Community Center, Casino Morongo, Desert Hills Premium Outlets and Cabazon outlets, and the commercial areas along 6th Street and Beaumont Avenue in Beaumont.

This route provides riders access to many civic, educational and county sponsored public social service offices within the City of Banning and the unincorporated community of Cabazon. Destinations on Route 1 include: K-Mart, Albertsons, Wal-Mart Supercenter, Beaumont City Hall, Greyhound Crucero Agency, Amtrak California Thruway bus stop, Banning City Hall, The Gas Company, San Gorgonio Memorial Hospital, Fox Cinemas, Banning Police Department, Desert Hills Premium Outlets, Cabazon Outlets, Casino Morongo and James Venable Community Center.

Route 5 – Northern Banning

This route operates on a 75 minute headway and provides service to the residential areas of the City of Banning that lie north of the I-10 Freeway, the Riverside County Courthouse, the Banning Municipal Library, the Coombs Intermediate School, and the commercial areas along Ramsey Street and Highland Springs Avenue.

This neighborhood feeder route provides connections to many civic, educational and county sponsored public social service offices, Banning City Hall, Fox Cinemas, K-Mart, Albertsons, Rite Aid Pharmacy, Walgreens Pharmacy, San Gorgonio Memorial Hospital, Banning Chamber of Commerce, Riverside County Superior Court, Banning Public Library, Banning Community Center, Banning Senior Center, Repplier Park Aquatics Center, U.S. Post Office, and various other shopping and school locations within the community.

Route 6 – Southern Banning

This route operates on a 75 minute headway and provides service to the residential areas south of the I-10 Freeway, a small residential section north of Ramsey Street at the east end of the City of Banning, the commercial areas along Ramsey Street and Highland Springs Avenue, Banning High School, apartment complexes, the Riverside County Smith Correctional Facility, and the Banning Municipal Airport.

This neighborhood feeder route provides connections to many civic, educational and county sponsored public social service offices, Banning City Hall, Fox Cinemas, K-Mart, Albertsons, Rite Aid Pharmacy, Walgreens Pharmacy, San Geronio Memorial Hospital, Banning High School, the Riverside County Smith Correctional Facility, The Banning Municipal Airport, U.S. Post Office, and various other shopping and school locations within the community.

Pass Transit Dial-A-Ride

Pass Transit Dial-A-Ride is provided within the entire city limits of Banning and Beaumont and within a $\frac{3}{4}$ mile boundary of Routes 1 and 2 services in Cabazon. The City of Banning provides the ADA certification for Pass Transit Dial-A-ride services operated by the cities of Banning and Beaumont.

Seniors (age 60 years and older), persons with disabilities, and ADA eligible passengers are eligible for dial-a-ride throughout the entire service area. Service hours vary for non-ADA eligible passengers. These categories of passengers also are required to fill out a certification application to determine eligibility of service. Once certified, a card is issued to the applicant.

General public passengers (ages 5 – 59 years) are not eligible for dial-a-ride service. The primary uses of Pass Transit Dial-A-Ride are for transportation to medical appointments, workshop programs for persons with disabilities, shopping areas, employment, and connections with Riverside Transit Agency (RTA) and Pass Transit Fixed Routes.

CITY OF BANNING
FY 2010/11
Summary of Funds Requested
Short Range Transit Plan

Table 4 - Summary of Funds Requested for FY 2010/11

Project Description	Capital Project Number (1)	Total Amount of Funds	LTF	STA	Prop 1B (PTMISEA)	Prop 1B Security	Measure A	Fare Box	Other (2)
FY 2010/11 Operating Assistance for Fixed Route and Dial-A-Ride		\$1,197,537	\$1,068,537					\$124,500	\$4,500
Subtotal: Operating		\$1,197,537	\$1,068,537	\$0	\$0	\$0	\$0	\$124,500	\$4,500
2 Dial-A-Ride Vehicles (08/09)	FY 11-1	\$178,536			\$178,536				
Bus Rehabilitation (09/10)	FY 11-2	\$35,000			\$35,000				
Modernization of Bus Shelters (09/10)	FY 11-3	\$70,507			\$70,507				
Security Cameras on Buses (08/09)	FY 11-4	\$50,000				\$50,000			
Security Upgrades (09/10)	FY 11-5	\$18,650				\$18,650			
Subtotal: Capital		\$352,693	\$0	\$0	\$284,043	\$68,650	\$0	\$0	\$0
Total: Operating & Capital		\$1,550,230	\$1,068,537	\$0	\$284,043	\$68,650	\$0	\$124,500	\$4,500

Note: Other (2) is from Interest Income and Advertising

TABLE 4A – CAPITAL PROJECT JUSTIFICATION

PROJECT NUMBER

FY 11-1

PROJECT NAME

2 Dial-A-Ride Vehicles

PROJECT DESCRIPTION

This project would replace the current 1998 (16 capacity) and 2003 (12 Capacity) Aerotech buses that are close to exceeding their useful life and mileage with two 24 foot vehicles with 16 capacity for each.

PROJECT JUSTIFICATION

Replacing these buses would reduce maintenance costs and increase capacity.

PROJECT FUNDING SOURCES (REQUESTED)

Prop 1B PTMISEA (08/09)	<u>\$ 178,536</u>
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TOTAL	\$ 178,536
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PRIOR YEAR PROJECTS OF A SIMILAR NATURE WITH UNEXPENDED BALANCE – OR PROJECTS APPROVED BUT NOT YET ORDERED – INCLUDE FTA GRANT NUMBER AND RCTC'S CAPITAL GRANT NUMBER.

None

TABLE 4A – CAPITAL PROJECT JUSTIFICATION

PROJECT NUMBER

FY 11-2

PROJECT NAME

Bus Rehabilitation

PROJECT DESCRIPTION

Funding for this project is to replace engines, drivelines, and perform minor repairs of three busses that are currently in service.

PROJECT JUSTIFICATION

Funding for this project will reduce operating and maintenance costs and increase the system reliability.

PROJECT FUNDING SOURCES (REQUESTED)

Prop 1 B PTMISEA (09/10)	<u>\$ 35,000</u>
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TOTAL	\$ 35,000
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PRIOR YEAR PROJECTS OF A SIMILAR NATURE WITH UNEXPENDED BALANCE – OR PROJECTS APPROVED BUT NOT YET ORDERED – INCLUDE FTA GRANT NUMBER AND RCTC'S CAPITAL GRANT NUMBER.

None

TABLE 4A – CAPITAL PROJECT JUSTIFICATION

PROJECT NUMBER

FY 11-3

PROJECT NAME

Modernization of Bus Shelters

PROJECT DESCRIPTION

Funds are needed to improve and modernize the existing bus shelters. The improvements will provide shelter for customers as they await the bus.

PROJECT JUSTIFICATION

This project will increase ridership as it will provide customers a comfortable and pleasing environment.

PROJECT FUNDING SOURCES (REQUESTED)

Prop 1B PTMISEA (09/10)	<u>\$ 70,507</u>
TOTAL	\$ 70,507

PRIOR YEAR PROJECTS OF A SIMILAR NATURE WITH UNEXPENDED BALANCE – OR PROJECTS APPROVED BUT NOT YET ORDERED – INCLUDE FTA GRANT NUMBER AND RCTC'S CAPITAL GRANT NUMBER.

None

TABLE 4A – CAPITAL PROJECT JUSTIFICATION

PROJECT NUMBER

FY 11-4

PROJECT NAME

Security Cameras on Buses (08/09)

PROJECT DESCRIPTION

Funds for the project will be used to install on board surveillance systems into existing fixed route buses and dial-a-ride buses.

PROJECT JUSTIFICATION

On board security cameras would protect passengers and city staff. It will also help in deterring crime and effectively handling customers' concerns and/or complaints. It will also eliminate vandalism and reduce the frequency and detrimental impact of fraudulent claims.

PROJECT FUNDING SOURCES (REQUESTED)

Prop 1B Security (08/09)	<u>\$ 50,000</u>
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TOTAL	\$ 50,000
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PRIOR YEAR PROJECTS OF A SIMILAR NATURE WITH UNEXPENDED BALANCE – OR PROJECTS APPROVED BUT NOT YET ORDERED – INCLUDE FTA GRANT NUMBER AND RCTC'S CAPITAL GRANT NUMBER.

None

TABLE 4A – CAPITAL PROJECT JUSTIFICATION

PROJECT NUMBER

FY 11-5

PROJECT NAME

Security Upgrades (09/10)

PROJECT DESCRIPTION

This project is intended to purchase radios and a security system for the cameras.

PROJECT JUSTIFICATION

Radios would help in case of an emergency and fluid communication between bus drivers and the transit manager. The security system would help monitor what is being seen in the cameras.

PROJECT FUNDING SOURCES (REQUESTED)

Prop 1B Security (09/10)	<u>\$ 18,650</u>
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TOTAL	\$ 18,650
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PRIOR YEAR PROJECTS OF A SIMILAR NATURE WITH UNEXPENDED BALANCE – OR PROJECTS APPROVED BUT NOT YET ORDERED – INCLUDE FTA GRANT NUMBER AND RCTC'S CAPITAL GRANT NUMBER.

None

CITY OF BANNING
FY 2011/12
Summary of Funds Requested
Short Range Transit Plan

Table 5.1 - Summary of Funds Requested for FY 2011/12

Project Description	Capital Project Number (1)	Total Amount of Funds	LTF	STA	Prop 1B (PTMISEA)	Measure A	Fare Box	Other (2)
FY 11/12 Operating Assistance for Fixed Route and Dial-A-Ride		\$1,335,891	\$1,204,391				\$127,000	\$4,500
Subtotal: Operating		\$1,335,891	\$1,204,391	\$0	\$0	\$0	\$127,000	\$4,500
1-35' Coach (replacement)	FY 12-1	\$200,000		\$200,000				
Subtotal: Capital		\$200,000	\$0	\$200,000	\$0	\$0	\$0	\$0
Total: Operating & Capital		\$1,535,891	\$1,204,391	\$200,000	\$0	\$0	\$127,000	\$4,500

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CITY OF BANNING
FY 2012/13
Summary of Funds Requested
Short Range Transit Plan

Table 5.2 - Summary of Funds Requested for FY 2012/13

Project Description	Capital Project Number (1)	Total Amount of Funds	LTF	STA	Prop 1B (PTMISE A)	Measure A	Fare Box	Other (2)
FY 11/12 Operating Assistance for Fixed Route and Dial-A-Ride		\$1,355,580	\$1,223,980				\$130,100	\$1,500
Subtotal: Operating		\$1,355,580	\$1,223,980	\$0	\$0	\$0	\$130,100	\$1,500
No Capital Request								
Subtotal: Capital		\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total: Operating & Capital		\$1,355,580	\$1,223,980	\$0	\$0	\$0	\$130,100	\$1,500

TABLE 6 – PROGRESS TO IMPLEMENT TRIENNIAL PERFORMANCE AUDIT

Audit Recommendations (Covering FY 2003/04 – FY 2005/06)	Action(s) Taken And Results
1. Banning Transit should implement the remaining three prior audit recommendations: <ul style="list-style-type: none">◆ Provide Passenger Mile data in TransTrack◆ Continued Recruitment of Drivers◆ Provide incentives for drivers to maintain longevity	Passenger Mile data in TransTrack was implemented in 2006 The hiring process for drivers has been greatly improved through developing better communication with Human Resources. Employee Recognition program in place honoring employees at each 10 year mark. We also provide an excellent retirement package and recognize seniority for scheduling.
2. Develop and enforce employee policies and rules specific to providing consistent transit service.	Development of a procedures manual is currently in progress with an estimated completion date of September, 2010.
3. Conduct daily reconciliation of farebox revenues with passenger counts.	Working with Finance Department on developing a procedure that can be used until purchase and installation of electronic fareboxes.
4. Considering prioritizing procurement of electronic farebox.	Electronic fareboxes are a high priority. Proposed purchase will be taken to city council for approval in FY 2010/11.



Table 7 -- Service Provider Performance Targets Report
 FY 2009 / 10 Short Range Transit Plan Review
 City of Banning

Data Elements	FY 2009 / 10 Plan	FY 2009 / 10 Target	FY 2009 / 10 Year to Date Through 3rd Quarter	Year to Date Performance Scorecard
Unlinked Passenger Trips	151,457			
Passenger Miles	369,270			
Total Actual Vehicle Revenue Hours	15,398.0			
Total Actual Vehicle Revenue Miles	241,398.0			
Total Actual Vehicle Miles	259,564.0			
Total Operating Expenses	\$1,274,851			
Total Passenger Fare Revenue	\$129,890			
Net Operating Expenses	\$1,145,001			

Performance Indicators

Mandatory:

1. Farebox Recovery Ratio

10.18%

>= 10.00%

11.91%

Meets Target

Discretionary:

1. Operating Cost Per Revenue Hour	\$82.82	<= \$84.89	\$78.83	Meets Target
2. Subsidy Per Passenger	\$7.56	>= \$6.44 and <= \$8.72	\$7.65	Meets Target
3. Subsidy Per Passenger Mile	\$3.10	>= \$2.48 and <= \$3.36	\$2.86	Meets Target
4. Subsidy Per Hour	\$74.38	>= \$61.84 and <= \$83.66	\$69.44	Meets Target
5. Subsidy Per Mile	\$4.74	>= \$3.77 and <= \$5.11	\$4.29	Meets Target
6. Passengers Per Revenue Hour	9.80	>= 8.16 and <= 11.04	9.10	Meets Target
7. Passengers Per Revenue Mile	0.63	>= 0.50 and <= 0.68	0.56	Meets Target

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

Productivity Performance Summary:

Service Provider Comments:



FY 2010/11 - Table 8 -- SRTP Performance Report
Service Provider: City of Banning
 All Routes

Performance Indicators	FY 2008/09 End of Year Actual	FY 2009/10 3rd Quarter Year-to-Date	FY 2010/11 Plan	FY 2010/11 Target	Plan Performance Scorecard (a)
Passengers	173,351	98,811	131,748	None	
Passenger Miles	442,402	264,148	360,150	None	
Revenue Hours	14,433.7	10,881.3	15,030.0	None	
Total Hours	15,868.9	11,856.3	15,809.0	None	
Revenue Miles	239,439.3	176,127.1	243,243.0	None	
Total Miles	249,886.8	184,062.2	245,416.0	None	
Operating Costs	\$1,272,344	\$857,785	\$1,197,537	None	
Passenger Revenue	\$149,275	\$102,189	\$121,385	None	
Operating Subsidy	\$1,123,069	\$755,597	\$1,076,152	None	
Operating Costs Per Revenue Hour	\$88.15	\$78.83	\$79.68	<= \$79.68	Meets Target
Operating Cost Per Revenue Mile	\$5.31	\$4.87	\$4.92	None	
Operating Costs Per Passenger	\$7.34	\$8.68	\$9.09	None	
Farbox Recovery Ratio	11.73%	11.91%	10.13%	>= 10.0%	Meets Target
Subsidy Per Passenger	\$6.48	\$7.65	\$8.17	>= \$6.50 and <= \$8.80	Meets Target
Subsidy Per Passenger Mile	\$2.54	\$2.86	\$2.99	>= \$2.43 and <= \$3.29	Meets Target
Subsidy Per Revenue Hour	\$77.81	\$69.44	\$71.60	>= \$59.02 and <= \$79.86	Meets Target
Subsidy Per Revenue Mile	\$4.69	\$4.29	\$4.42	>= \$3.65 and <= \$4.93	Meets Target
Passengers Per Revenue Hour	12.00	9.10	8.80	>= 7.74 and <= 10.47	Meets Target
Passengers Per Revenue Mile	0.72	0.56	0.54	>= 0.48 and <= 0.64	Meets Target

a) The Plan Performance Scorecard column is the result of comparing the FY 2010/11 Plan to the FY 2010/11 Primary Target.

TABLE 9 – HIGHLIGHTS OF 2010/11 SHORT RANGE TRANSIT PLAN

- Modify fixed routes 1, 5 and 6 to eliminate duplication and improve service coverage.
- Replace existing 13 bus shelters and add two new shelters.
- Add additional benches and trash receptacles.
- Purchase and install auto display and enunciator equipment in fixed route fleet.
- Purchase and install safety security cameras in existing fixed route fleet.
- Purchase ADA accessible van.
- Purchase shop truck to expedite repairs to buses experiencing breakdowns on route.
- Install additional bus stop signs along routes 1, 5, and 6, thereby, reducing the number of flag stops.
- Possible elimination of Sunday service.
- No longer provide service to Hathaway and Barbour stop as a major employer has reduced three shifts to a skeleton crew.
- Continue working with the City of Beaumont staff regarding the coordination of routes, schedules, passenger amenities, and fares to ensure that Pass Transit is seamless and simple to use by Pass Area residents.

BANNING TRANSIT SYSTEM/PASS TRANSIT	FY 2006/07 Audited	FY 2007/08 Audited	FY 2008/09 Audited	FY 2009/10 Estimate (Based on 3rd Quarter Actuals)	FY 2010/11 Planned
Systemwide Ridership	157,253	133,939	173,351	140,000	131,748
Operating Cost Per Revenue Hrs	\$73.39	\$80.03	\$88.15	\$78.83	\$79.68

CITY COUNCIL MEETING

DATE: July 13, 2010

TO: City Council

FROM: Zai Abu Bakar, Community Development Director

SUBJECT: Consideration of Contract Services Agreement between the City of Banning and Willdan Engineering for Building and Safety Services

RECOMMENDATION:

That the City Council adopt City Council Resolution No. 2010-53 approving the Contract Services Agreement with Willdan Engineering.

JUSTIFICATION:

As part of the cost cutting measures to reduce the General Fund deficits and the adoption of Fiscal Year 2010-2011 Budget, the City is required to contract out Building and Safety services.

BACKGROUND:

Staff released a Request for Proposal (RFP) for the provisions of Building and Safety services on June 9, 2010 and proposals were due on June 21, 2010. The RFP was sent to four companies including Bureau Veritas, Charles Abbott and Associates, KOA Katz Okitsu and Associates, and Willdan Engineering. Staff received three proposals from Bureau Veritas, Charles Abbott and Associates, and Willdan Engineering. Staff reviewed the proposals and interviewed the consultants on June 29, 2010 and selected Willdan Engineering based on their proposal, interview, and costs.

FISCAL DATA:

Funding for this contract will be provided from the monthly building permit and plan check fees.

Building Permit Fee Collected Per Month	Percent of Fee	Comments
Up to \$15,000.00	70%	Fee includes front counter services, inspection services, Building Official services, and Friday inspection services.
\$15,001.00 to \$30,000.00	65%	
Over \$30,000.00	60%	
Plan Check	75%	Plan check fee will be equal to 75% of the plan check fees collected by the City.

CONCLUSION:

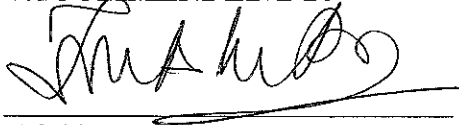
That the City Council approve the Contract Services Agreement with Willdan Engineering.

APPROVED BY:



Andrew J. Takata
City Manager

RECOMMENDED BY:



Zai Abu Bakar
Community Development Director

REVIEWED BY:

Kirby Warner
Interim Finance Director

Attachment:

1. City Council Resolution No. 2010-53
2. Contract Services Agreement between the City of Banning and Willdan Engineering

ATTACHMENT 1

Resolution No. 2010-53

RESOLUTION NO. 2010-53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT SERVICES AGREEMENT WITH WILLDAN ENGINEERING FOR PROVISION OF BUILDING AND SAFETY SERVICES

WHEREAS, as part of the cost cutting measures to reduce the General Fund deficits and the adoption of Fiscal Year 2010-2011 Budget, the City is required to contract out Building and Safety services.

WHEREAS, Staff released a Request for Proposal (RFP) for the provisions of Building and Safety services on June 9, 2010 and proposals were due on June 21, 2010.

WHEREAS, Staff solicited proposals from Bureau Veritas, Charles Abbott and Associates, KOA Katz Okitsu and Associates, and Willdan Engineering.

WHEREAS, City staff received three proposals from Bureau Veritas, Charles Abbott and Associates, and Willdan Engineering, reviewed the proposals and interviewed the consultants on June 29, 2010.

WHEREAS, City staff recommended that the City Council award the contract to Willdan Engineering to provide Building and Safety services after review of their proposal, interview results, and costs for services as referenced herein.

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

Section I: Action.

Authorize the City Manager to execute the contract services agreement with Willdan Engineering to provide Building and Safety Services. This authorization will be rescinded if the contract agreement is not executed by both parties within sixty (60) days of the date of this resolution.

Section II: Action.

This contract supersedes any of the previous contracts that the City entered into with Willdan Engineering.

PASSED, ADOPTED AND APPROVED this 13th day of July, 2010.

Robert E. Botts, Mayor
City of Banning, California

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

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

ATTEST:

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

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2010-53 was duly adopted by the City Council of the City of Banning at a regular meeting thereof held on the 13th day of July, 2010.

AYES:

NOES:

ABSENT:

ABSTAIN:

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

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ATTACHMENT 2

Contract Services Agreement

CONTRACT SERVICES AGREEMENT

By and Between

**THE CITY OF BANNING,
A MUNICIPAL CORPORATION**

and

Willdan Engineering

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN
THE CITY OF BANNING, CALIFORNIA
AND
WILLDAN ENGINEERING**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 13th day of July, 2010 by and between the City of Banning, a municipal corporation ("City") and Willdan Engineering, ("Consultant" or "Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties." (The term Contractor includes professionals performing in a consulting capacity.)

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Section 1 of this Agreement.

B. Contractor, following submission of a proposal or bid for the performance of the services defined and described particularly in Section 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Banning's Municipal Code, City has authority to enter into this Agreement Services Agreement and the City Manager has authority to execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Section 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it

shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contractor's Proposal.

The Scope of Service shall include the Contractor's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at City's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Warranty.

Contractor warrants all Work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Agreement, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at his sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand. This provision may be waived in Exhibit "B" if the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

1.8 Prevailing Wages.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

1.9 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.10 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Agreement Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to five percent (5%) of the Agreement Sum or \$25,000, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.11 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed the amount as attached in Exhibits "C" (the "Contract"), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with specified tasks or the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses if an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories.

City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3. City will use its best efforts to cause Contractor to be paid within forty-five (45) days of receipt of Contractor's correct and undisputed invoice. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather,

fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the Agency, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Inspection and Final Acceptance.

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor's work within forth five (45) days after submitted to City. City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section X, pertaining to indemnification and insurance, respectively.

3.5 Term.

Unless earlier terminated in accordance with Article 8 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor (Principals) are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Ronald L. Espalin
Name

Director of Building and Safety
(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any,

assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be such person as may be designated by the City Manager of City. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the Agency to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the Agency. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of Agency. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall

release the Contractor or any surety of Contractor of any liability hereunder without the express consent of Agency.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Comprehensive General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents shall apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days

prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]

Agent Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3. .

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnors"), or arising from Contractor's reckless or willful misconduct, or arising from Contractor's indemnors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Contractor shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

5.4 Performance Bond.

Concurrently with execution of this Agreement, and if required in Exhibit "B", Contractor shall deliver to City performance bond in the sum of the amount of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement. The bond shall contain the original notarized signature of an authorized officer of the surety and

affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

5.5 Sufficiency of Insurer or Surety.

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager of City ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by Section 5.4 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within 10 days of receipt of notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest.

6.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

7.2 Disputes; Default.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the

outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of _____ N/A _____ (\$ _____) as liquidated damages

for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to Agency, except that where termination is due to the fault of the Agency, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or make a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of Agency Officers and Employees.

No officer or employee of the Agency shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the Agency shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either

served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, CITY OF BANNING, 99 East Ramsey Street, Banning, CA 92220 and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF BANNING, a municipal corporation

Andrew J. Takata, City Manager

ATTEST:

Marie Calderon, City Clerk

APPROVED AS TO FORM:

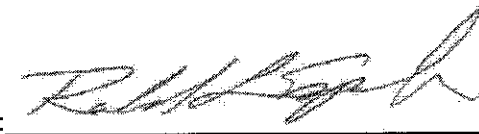
ALESHIRE & WYNDER, LLP

David Aleshire, City Attorney

CONTRACTOR:

Willdan Engineering

By: _____



Name: Ronald L. Espalin, PE

Title: Director of Building and Safety

Address: 650 Hospitality Lane, Suite 400
San Bernardino, CA 92408

Tel: (909) 386-0200

Fax: (909) 888-5107

Two signatures are required if a corporation.

NOTE: CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT

TITLE(S)	
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	_____
<input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	DATE OF DOCUMENT
<input type="checkbox"/> GUARDIAN/CONSERVATOR	
<input type="checkbox"/> OTHER _____	

SIGNER IS REPRESENTING:	_____
(NAME OF PERSON(S) OR ENTITY(IES))	SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Contractor will perform the following Services:

A. Plan Review Services

1. Contractor will examine building plans for compliance with the adopted Building Code, California Mechanical Code, California Plumbing Code, California Electrical Code, and the Accessibility, Noise and Energy Conservation Requirements as mandated by State Title 24 and all applicable City ordinances.
2. All plan review will comply with the City's directives, codes, and policies. Plan check will include a review of any or all of the following design elements as determine by the City:
 - a. Architectural and life-safety
 - b. Mechanical
 - c. Structural
 - d. Electrical
 - e. Energy Conservation Regulations (Title 24)
 - f. Plumbing
 - g. Disabled Access Regulations (California Building Code Title 24)
3. Contractor is to provide an electronic plan check through its on-line plan room in either PDF or TIF format.

B. Building Inspection Services

1. Contractor is to provide certified inspectors to perform all building and safety inspections for residential and non-residential inspections for conformance with the approved plans and related documents.
2. The inspections will be performed in accordance with the City's adopted California Building Code, California Mechanical Code, California Plumbing Code, National Electrical Code, and the State and Federal Regulations for Accessibility, Noise and Energy Conservation.
3. Inspection staff will perform inspections within 24 hours notice or on a same-day basis, depending on the work load, and must be available to meet with City staff, builders, developers, and citizens to provide assistance and resolve any inspection issues that may arise.

C. Building Official

1. Services may include, but not limited to the following:
 - a. Act as a technical advisor to the City.
 - b. Review proposed legislation affecting Building Code enforcement.
 - c. Provide over the counter plan review whenever possible.
 - d. Arbitrate disputes on code interpretations and resolve the more difficult and complex and engineering and code problems.
 - e. Meet with City staff to identify areas of mutual concerns for improving the overall permit process.
 - f. Attend City Council and Planning Commission meetings on an as needed basis to answer questions and provide testimony on issues pertaining to Building Code laws and regulations.
 - g. Assist with all administrative duties associated with the Building and Safety Division.
 - h. Prepare code, ordinances, and staff reports, as well as attend any meetings that may be required.
 - i. Prepare ordinances related to the adoption of the new or revised editions of the California Building, Plumbing, Electrical, Mechanical, Administrative, and Fire Codes, as well as any other City and State regulations.

D. Permit/Counter Technician

1. Contractor is to provide a qualified technician to serve the public during the Building and Safety counter hours. Services may include, but are not limited to the following:
 - a. Respond to phone calls regarding building permits and inspection related matters.
 - b. Interact with citizens, developers, contractors, etc. and answer general questions regarding plan check and permitting process.
 - c. Review submittal package for completeness and route plans to appropriate City departments and/or outside agencies as appropriate.
 - d. Resolve resident inquiries and complaints.
 - e. Provide monthly reports of building and safety inspection activities, statistical reports, and annual reports.
 - f. Review and monitor plan review turnaround times and standards.
 - g. Calculate permit fees
 - h. Maintain Building and Safety Policies and Procedures Manual
 - i. Enter plans into the City's Building Permit System (HTE).
 - j. Other duties as needed to provide customer service for the Building and Safety.

II. As part of the Services, Contractor will prepare and deliver the following tangible work products to the City:

A. Plan Review Services

1. The applicant will be provided with typewritten plan check comments in an approved format that will be prepared with the layperson in mind so that the comments are easily understood.
2. The plan check comments are to refer to appropriate sheets, details or calculations pages and the code sections of the concerns. Comments shall specify the apparent code deficiency.
3. For electronic plan check, the contractor is to review plans and transmit the electronic redlined plans back to the applicant and/or the City as directed in either electronic or hard copy format.

B. Building Inspection Services

1. Inspections are to be provided daily.
2. The building inspector shall review the permit package to verify that the on-site condition is consistent with the appropriate records of square footage, setbacks, heights, and other requirements that may be applicable to the particular request for inspections.
3. The building inspectors are to report/record the inspection results, use City inspection correction forms, make appropriate entries onto the permit documents, and follow City procedures prior to finalizing building permits.
4. Contractor and its inspectors are to maintain all inspection records, including daily records of what was inspected which will be recorded on the job card, permit copy and entered into the Building and Safety computer system.

C. Building Official

1. Provide verbal reports, written memos, staff reports, and correspondences as necessary consistent with the services to be provided as a building official for the City.

D. Permit/Counter Technician

1. Keep daily phone and counter logs related to customers served via telephone and at the building and safety counter.
2. Provide monthly reports of building and safety inspection activities, statistical reports, and annual reports.
3. Provide Permit Fees Sheet(s).
4. Maintain Building and Safety Policies and Procedures Manual
5. Enter plans into the City's Building Permit System (HTE).

III. In addition to the requirements of Section 6.2, during performance of the Services, Contractor will keep the City apprised of the status of performance by delivering the following status reports:

- A. Monthly and quarterly report of inspections and fee receipts.
- B. Quarterly report on legislation that affect building and safety.
- C. Suggestions/recommendation on improving building and safety customer service – internal and external.

IV. All work product is subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.

V. Contractor will utilize the following personnel to accomplish the Services:

- A. Ronald L. Espalin, PE Responsible Engineer/Building Official
- B. Jim Barrett, Deputy Building Official, CBO/Inspection Services
- C. Gary Speck, Counter/Permit Technician Services

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

Section 1.1 Scope of Services is hereby amended as follows:

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards applicable to Contractor's profession in performing the work and services required hereunder. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Section 5.2 is hereby amended as follows:

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents shall apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by first class mail postage prepaid to the City ten (10) days notice if cancellation is due to nonpayment of premium. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN, TEN (10) DAYS IF CANCELLATION IS DUE TO NONPAYMENT OF PREMIUM.

[to be initialed]

Agent Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3. .

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

Section 5.3 is hereby amended as follows:

5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with and to the extent of the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnors"), or arising from Contractor's reckless or willful misconduct, or arising from Contractor's indemnors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(d) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(e) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(f) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Contractor shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that Contractor's indemnity hereunder shall be limited to claims and liabilities arising out

of the negligence, recklessness or willful misconduct of Contractor. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

Section 5.4 is deleted in its entirety.

EXHIBIT "C"
COMPENSATION

Building Permit Fee Collected Per Month	Percent of Fee	Comments
Up to \$15,000.00	70%	Fee includes front counter services, inspection services, Building Official services, and Friday inspection services.
\$15,001.00 to \$30,000.00	65%	
Over \$30,000.00	60%	
Plan Check	75%	Plan check fee will be equal to 75% of the plan check fees collected by the City
Inspections performed on active permits that were issued prior to the effective date of this agreement.	70% of the remaining unused fee of those permits	For inspections performed on active permits that were issued prior to the effective date of this agreement, the Contractor will be compensated at 70% of the remaining unused fee of those permits

- I. The City will compensate Contractor for the Services performed upon submission of a valid invoice. Each invoice is to include:**
- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
 - B. Line items for all materials and equipment properly charged to the Services.
 - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- II. The total compensation for the Services shall not exceed the amount as provided in Section 2.1 of this Agreement.**

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

Turn-Around Schedule

Plan Review

Typical turn-around time for the initial plan check is eight working days, 5 days for rechecks. This schedule is applicable for all types of construction and can be adjusted to serve the City in the most efficient manner. Willdan will provide expedited plan review if requested by the City at no additional cost to the City.

TYPE OF PROJECT	INITIAL PLAN CHECK	SUBSEQUENT PLAN CHECKS
All residential and non-residential	Eight working days	Five working days or less

Inspection Review

Inspections will be provided within 24 hours notice, or on a same-day basis if necessary.

- I. Contractor shall perform all services timely in accordance with the following schedule of performance in Exhibit D.
- II. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

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**CITY COUNCIL AGENDA
PUBLIC HEARING**

DATE: July 13, 2010

TO: Honorable Mayor and City Council

FROM: Zai Abu Bakar, Community Development Director

SUBJECT: Tentative Parcel Map #36056 and Design Review No. 07-708
(Banning Business Park, APNs 532-110-003, 532-110-008, 532-110-009; and 532-110-010)

RECOMMENDATION:

That the City Council adopt Resolution No. 2010-52 adopting Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Plan and approving Tentative Parcel Map No. 36056 and Design Review No. 07-708 to develop a Business Park for manufacturing and warehousing related uses on a 64-acre site in the Business Park (BP) Zone, subject to Conditions of Approval.

BACKGROUND:

At its meeting on June 15, 2010, the Planning Commission reviewed and recommended approval of Tentative Parcel Map No. 36056 and Design Review No. 07-708, subject to Conditions of Approval.

JUSTIFICATION:

Section 16.12.100 of the Municipal Code requires that any tentative map for a subdivision of land into five or more lots be reviewed and acted upon (approve, conditionally approve, or disapprove) by the City Council. The Tentative Parcel Map No. 36056 is a subdivision of land into nine (9) parcels and five (5) lettered lots and is subject to Section 16.12.100 of the Municipal Code.

Section 17.44.020 of the Banning Zoning Code requires that final decision on multiple permit applications be made by the highest level of review authority. Design Review is reviewed and approved by the Planning Commission unless it is appealed to the City Council or if it is submitted concurrently with a Tentative Map consistent with Section 16.12.100. Design Review No. 07-708 is submitted with Tentative Map No. 36056; therefore, it is required to be reviewed and approved by the City Council consistent with Section 17.44.020.

PROJECT/APPLICANT INFORMATION:

Project Location: Northeast corner of Hathaway Street and Nicolet Street (Attachment 5)

APN Information: 532-110-003, 532-110-008, 532-110-009; and 532-110-010

Project Applicant: The O'Donnell Group, Inc. (Representative: Stantec Consulting Services/
Patrick Osborne)

Property Owner: OSI Partnership I, LLC

Redevelopment Area: Yes

Specific Plan: No

PROJECT DESCRIPTION, SITE INFORMATION AND SURROUNDING LAND USES:

Project Description

The Banning Business Park will consist of 12 buildings, associated parking, and site improvements on approximately 63.98 acres. The Project proposes office, manufacturing, and warehouse buildings that will vary from 11,719 to 786,984 square feet with total build out area of approximately 1,194,045 square feet. The square footages and uses within each of the buildings are as follows:

Building No. (Square footage)	Uses within each building	Square footage of each use
1 (35,397)	Mezzanine	2,000
	Office	2,000
	Manufacturing	31,397
2 (42,218)	Mezzanine	2,000
	Office	2,000
	Manufacturing	38,218
3 (44,938)	Mezzanine	2,000
	Office	2,000
	Manufacturing	40,938
4 (40,031)	Mezzanine	2,000
	Office	2,000
	Manufacturing	36,031
5 (11,719)	Office	4,000
	Warehouse	7,719
6 (15,890)	Office	1,500
	Warehouse	14,390
7 (17,727)	Office	1,500
	Warehouse	16,227
8 (16,496)	Office	1,500
	Warehouse	14,996
9 (15,448)	Office	1,500
	Warehouse	13,946
10 (16,667)	Office	1,500
	Manufacturing	13,177
11 (786,984)	Mezzanine	5,000
	Office	10,000
	Manufacturing	126,667
	Warehouse	645,327
12 (152,520)	Mezzanine	3,000
	Office	6,000
	Manufacturing	39,806
	Warehouse	103,714
Total		1,194,045

Buildings 1 and 5 are designated for manufacturing/business park uses, buildings 2, 3, 4, 6, 7, 8, 9, are designated for Warehouse uses, and buildings 11 and 12 are designated for High Cube¹ Warehouse uses. The Project will be built in three phases (build out of Project will be completed in year 2015). Phase I includes Building 11. Phase 2 includes Building 12. Phase 3 includes buildings 1 through 10. A total of 1,282 parking spaces, including parking spaces for the trailers are provided for the project.

The developer is requesting approval of two entitlements for the project.

1. Tentative Parcel Map # 36056
2. Design Review #07-708

Detailed descriptions of these entitlements are provided on pages 4 through 12 of this report.

Site Description

The project site consists of four parcels: Assessor's Parcel Nos. 532-110-003; 532-110-008; 532-110-009; and 532-110-010 totaling approximately 64 acres. (See Exhibit 1 - Location Map.) The site is located at the eastern terminus of Nicolet Street and Hathaway Street adjacent to Orco Block (on the east side of Hathaway Street). The site is currently vacant and undeveloped. Ramsey Street is located to the south of the project site. Regional access to the project site will be provided by I-10. Ramsey Street and Hathaway Street are the primary local accesses that connect the I-10 to the project site. The I-10, Ramsey Street, Hathaway Street, and Wilson Street are approved roadways in the Circulation Element of the City of Banning General Plan with approved street alignment and widths. (See Exhibit 3 - Aerial Photo.)

The Project site contains small to medium boulders generally scattered all over the site. Two washes which generally trend northwest-southeast traverse the subject site. Ground surface cover consists of exposed soil. Vegetation over most of the site consists of sparse to moderate native grass and weed growth, as well as brush and small shrubs.²

Land Use Information

The project is located in the Business Park (BP) zone. West of the site and across Hathaway Street are existing single-family homes. Northwest corner of the site is the existing Orco Block. Directly north of the project site (Building 11) is the Morongo Tribal land and south of the project site is vacant land and Caltrans Yard.

The table on the following page shows the nature of the surrounding uses, Zoning and General Plan land use designations.

¹ Institute of Transportation Engineers characterized high cube warehouses as warehouses with a high level of mechanization.

² Southern California Geotechnical, October 25, 2006.

Site and Surrounding Land Use Summary Table

	Existing Land Use	Zoning Designation	General Plan Designation
Subject Site	Vacant Land	Business Park	Business Park
North	Orco Block and Morongo Tribal Land	Business Park/ Morongo Indian Reservation – outside of the City’s corporate boundaries	Business Park/Morongo Indian Reservation – outside of the City’s corporate boundaries
South	Undeveloped land fronting Ramsey Street and Caltrans Yard	Business Park	Business Park
East	Undeveloped Land	Business Park	Business Park
West	Residential properties across Hathaway Street	Low Density Residential	Low Density Residential

PROJECT ANALYSIS:

Zoning

The proposed project is located in the Business Park (BP) zone. Per Section 17.12.010.B.7 of the Banning Zoning Ordinance, light industrial and office/warehouse buildings are appropriate in this district. Table 17.12.020 of the Zoning Code stipulates that light manufacturing and warehousing are permitted uses in the Business Park zone.

Entitlement Required

The project requires two entitlement approvals:

1. Tentative Parcel Map
2. Design Review

Each entitlement approval requires that it be evaluated against the development standards in the Zoning Ordinance. In addition, the Tentative Parcel Map must comply with the Subdivision Map Act and the City’s Subdivision regulations. Furthermore, Section 17.44.020 of the Banning Zoning Ordinance requires that an environmental review be done concurrent with the entitlement application(s). The following provides information and analysis with regard to compliance with these regulations.

1. TENTATIVE PARCEL MAP #36056

Tentative Parcel Map #36056 is a request to consolidate the four (4) existing parcels totaling approximately 64 acres and subdivide it into nine (9) parcels and five (5) lettered lots for the development of 12 office/warehouse buildings with associated parking and site improvements.

Parcels 1, 2, 3, 4, 8, and 9 will be developed with a free-standing building on each parcel. Parcels 5, 6, and 7 will be developed with two buildings on each parcel. The Tentative Parcel Map review includes consideration of whether the proposed subdivision complies with the State Subdivision Map Act and the City's subdivision regulations, including design and improvements of the subdivision. In order to approve the Tentative Parcel Map, the City Council is required to make findings, which are detailed on pages 25 through 28 of this staff report.

Table 17.12.030 of the Zoning Ordinance requires that a land division within a Business Park Zoning district comply with the following development standards for lot size, lot width, and lot depth:

Parcel	Development Standards	Required	Provided	Complies With Code
1	Minimum Lot Size	1 acre	1.9 acres	Yes
	Minimum Lot Width	100 feet	295 feet	Yes
	Minimum Lot Depth	150 feet	277 feet	Yes
2	Minimum Lot Size	1 acre	1.98 acres	Yes
	Minimum Lot Width	100 feet	314 feet	Yes
	Minimum Lot Depth	150 feet	274 feet	Yes
3	Minimum Lot Size	1 acre	2.10 acres	Yes
	Minimum Lot Width	100 feet	341 feet	Yes
	Minimum Lot Depth	150 feet	269 feet	Yes
4	Minimum Lot Size	1 acre	1.91 acres	Yes
	Minimum Lot Width	100 feet	316 feet	Yes
	Minimum Lot Depth	150 feet	263 feet	Yes
5	Minimum Lot Size	1 acre	1.43 acres	Yes
	Minimum Lot Width	100 feet	394 feet	Yes
	Minimum Lot Depth	150 feet	158 feet	Yes
6	Minimum Lot Size	1 acre	1.72 acres	Yes
	Minimum Lot Width	100 feet	454 feet	Yes
	Minimum Lot Depth	150 feet	165 feet	Yes
7	Minimum Lot Size	1 acre	1.65 acres	Yes
	Minimum Lot Width	100 feet	416 feet	Yes
	Minimum Lot Depth	150 feet	169 feet	Yes
8	Minimum Lot Size	1 acre	7.72 acres	Yes
	Minimum Lot Width	100 feet	1261 feet	Yes
	Minimum Lot Depth	150 feet	1225 feet	Yes
9	Minimum Lot Size	1 acre	35.89 acres	Yes
	Minimum Lot Width	100 feet	764 feet	Yes
	Minimum Lot Depth	150 feet	438 feet	Yes

The Subdivision Map Act and the City's Subdivision Ordinance require that the proposed subdivision provide the necessary private and public improvements to serve the project. Such improvements include grading, streets, sidewalks, curbs, gutters, storm drains, sanitary sewers, water, and other improvements required to serve the subdivision.

Grading

The project is required to comply with the City's Grading Ordinance No. 1388 that was adopted by the City Council on July 14, 2009. A conceptual grading plan was submitted by the developer as part of the entitlement review. The developer is required to submit rough and

precise grading plans to the City for review and approval prior to the issuance of the grading permits (Conditions #38 and #55) for the project.

Streets

The developer is required to construct street improvements or pay the fair share for the improvements in accordance with the Traffic Impact Analysis that was prepared for the project for compliance with the California Environmental Quality Act (CEQA). A summary of the Traffic Impact Analysis is provided on pages 23-25 through of this report.

Information below provides details regarding street improvements that the developer is required to construct, improvements that the developer is required to pay only their fair share, and/or improvements where the developer is required to provide design (or plans only) because the project does not trigger the need for the improvement.

1. Developer Constructs Street Improvements

- a. Nicolet Street – The developer will construct the easterly extension of Nicolet Street. The street is will be designed in accordance with the City standards of 44 feet curb to curb full width including street lighting, curb and gutter, sidewalk, parkway landscaping, asphalt concrete paving, traffic signs and striping. The road will extend from its current alignment at Hathaway Street to the North-South Collector (“B” Street) at the easterly project boundary.
- b. “B” Street – The developer will construct a portion of a full width north-south collector street at right angles with the Nicolet Street extension, at the easterly project boundary. The constructed portion shall be the westerly half street including street lighting, curb and gutter, sidewalk, parkway landscaping, traffic signs and striping. The pavement width shall be 22 feet on the west side and an additional 12 feet east of the centerline, for a total width of 34 feet curb to edge of easterly pavement.
- c. Wilson Street – The traffic study did not require another public access road to the project site. However, Cal Fire, the City Fire Services requires that an emergency access road be provided on future road for Wilson Street in case the main access to the project at Nicolet Street is blocked and not available during emergency. Please note that land for future Wilson Street is owned by multiple, private landowners. The land for future Wilson Street that is located in front of Orco Block east of Hathaway Street is owned by Muth Holdings, LLC. The developer is in the process of obtaining a 40’ wide easement from Muth Holdings and will construct a 26’ wide all weather access road to satisfy the City fire services requirement. The developer owns the land within the project site where future Wilson Street is proposed, and has agreed to dedicate land and construct a 55’ half section of Wilson Street as an arterial highway fronting the project site, including street lighting, curb and gutter, sidewalk, parkway landscaping, traffic signs and striping. Please refer to Conditions #75 and #76.

The following provides an in-depth explanation regarding Wilson Street.

Wilson Street is included in the current General Plan as a Major Highway, which includes a 110-foot right-of-way, with a 76-foot street section from curb-to-curb. This right-of-way width represents four travel lanes, with parking lanes on each side, a center median, and a parkway on each side. It is desirable that the ultimate right-of-way be constructed per the General Plan; however, the land for the right-of-way is controlled by private property owners, including Muth Holdings, LLC. (Orco Block), the developer, and the Morongo Band of Mission Indians. The traffic study for the project does not require that a secondary access road be constructed; however, to ensure that there is emergency access for fire prevention for the project, the California Department of Forestry (operating as the City's Fire Services) is requiring that an emergency access road be provided. The developer has agreed to construct the improvement for Wilson Street. Currently, the developer is in negotiations with Muth Holdings, LLC to acquire an easement for Wilson Street and an easement for a water line (See letter dated April 12, 2010 from the O'Donnell Group, Inc to Mr. Rick Muth and Muth Holdings, LLC). According to the developer, Muth Holdings is agreeable to provide a 40' wide easement for the construction of Wilson Street for fire prevention and an easement for construction and maintenance of the water line in front of Muth Holdings, LLC property. The law provides that cities may impose conditions of development so long as the conditions are reasonable, and there exists a sufficient nexus between the conditions imposed and the projected burden of the proposed development. Therefore, the City is requiring that the developer provide a 40-foot easement and construct a 26' wide all weather surface access roadway, which is a lesser width than required by the General Plan since the traffic study findings conclude that the project does not trigger the need for the right-of-way except that a 26-foot wide all weather access road is required for emergency access for fire prevention.

- d. Hathaway Street – the developer will construct the widening of Hathaway Street fronting the project site as a 50' half street arterial highway; 43 feet of pavement and an easterly parkway width of 7 feet, including traffic signalization, street lighting, curb and gutter, sidewalk, parkway landscaping, traffic signs and striping. Street width transitions to existing pavement shall be in accordance with Caltrans standards.

2. Developer Pays their Fair Share of Costs for the Improvements

Fair share payment for the following improvements is required as part of the project. The fair share amount of each item shall be determined based on engineering estimates prepared by the developer's consultant; subject to the review and approval of the City Engineer:

- a. Intersection improvements including traffic signals at Interstate 10 Westbound Ramp and Hargrave Street and Interstate 10 Eastbound Ramp and Hargrave Street; including a traffic signal interconnection system for coordinated operation.
- b. Intersection improvements including traffic signals at Hathaway Street and Ramsey Street.

- c. The widening of Hathaway Street, as an Arterial Highway; 50 feet one-half width (an easterly half street pavement width of 43 feet and an easterly parkway width of 7 feet), from Ramsey Street to the southerly project limits.
- d. Improvements along Ramsey Street from Hathaway Street to a point easterly of Hathaway Street in order to provide a dedicated right-turn only lane onto Hathaway Street.

3. Developer to Prepare Improvement Plans Only

As part of staff negotiation with the developer, the developer agreed to prepare additional engineering plans and specifications. The developer is not required to construct these improvements, but will be required to pay a fair share of the estimated cost of each as provided in paragraph 2 above:

- a. Prepare improvement plans for the widening of Hathaway Street, as an Arterial Highway; 50 feet one-half width (an easterly half street pavement width of 43 feet and an easterly parkway width of 7 feet), from Ramsey Street to the southerly project limits. Plans shall include street lighting, curb and gutter, commercial style drive approaches, sidewalk, asphalt concrete paving, traffic signage, striping and any transitions. There shall be a dedicated southbound right turn only lane onto Ramsey Street.
- b. Prepare plans for intersection improvements including traffic signals at Hathaway Street and Ramsey Street. The design shall include a dedicated left turn pocket on Ramsey Street for northbound Hathaway Street.
- c. Prepare plans for full half-street improvements in accordance with City standards along Ramsey Street from Hathaway Street to a point easterly of Hathaway Street in order to provide a dedicated right-turn only lane onto Hathaway Street. The improvement plans shall also include street lighting, curb and gutter, sidewalk, asphalt concrete paving, traffic signs and striping, and any transitions.

Water Improvements

The project is required to provide water connection for on-site uses and for firefighting purposes. Cal Fire (operating as the City's Fire Services) requires a loop water system to be in place for firefighting purposes prior to construction of the buildings. There is an existing 8" domestic water line in Hathaway Street, which connects to an existing 14" domestic water line in Ramsey Street. The developer will construct the water lines to serve the site as follows:

- 1. A 16" Ductile Iron Pipe (DIP) water line in Hathaway Street from Ramsey Street to Nicolet Street and on Nicolet Street from Hathaway Street to the westerly boundary of Caltrans parcel.
- 2. An 8" DIP water line on the proposed Nicolet Street from Hathaway Street, which loops the project and ties into the new 16" waterline per item #1 above. The developer is responsible for obtaining a 20' wide easement for said line from the related properties or utilizing the existing utility easement located on the west side of APN 532-110-011.

3. A new 16" water line in Hathaway Street up to the terminus of Nicolet Street, which connects to the existing water line in Ramsey Street. A new 8" domestic water line that connects to this 16" line will be constructed in the proposed Nicolet Street to the east and north and in future Wilson Street, where it would join the existing 8" water line in Hathaway at Wilson Street.

See attached aerial, Attachment 7, showing existing and required water improvement for the project.

Other Utilities

Other utilities that will be required include sewer (Attachment 8), power/electric or cable to serve the project site. The proposed sewer improvement alignment that is required for the project is shown in the attached aerial. Additionally, a sewer lift station is required to be constructed and the project is required to provide land dedication to the City for the lift station and its appurtenances.

2. DESIGN REVIEW No. 07-708

This is a request to review the design of the project and site development to ensure conformity with the City's development standards and design guidelines.

Compliance with Development Standards for the Business Park Zone

Below is a chart showing the minimum development standards for the Business Park (BP) zone per Table 17.12.030 of the Zoning Ordinance; and how the proposed project meets those standards, including setbacks, building heights, maximum building coverage, and parking.

Building	Development Standards	Required	Provided	Complies With Code
1	Minimum Front Setback (feet)	10	10	Yes
	Minimum Rear Setback (feet)	0	78	Yes
	Minimum Side Yard Setback (feet)	0	67	Yes
	Minimum Street Side (feet)	10	26	Yes
	Max. Building Coverage (%)	60	43	Yes
	Maximum Height (stories/feet)	2/50	2/38	Yes
	Parking (number of auto and trailer spaces)	69 auto & 1 trailer spaces	75 auto & 1 trailer spaces	Yes
2	Minimum Front Setback (feet)	10	10	Yes
	Minimum Rear Setback (feet)	0	78	Yes
	Minimum Side Yard Setback (feet)	0	0	Yes
	Minimum Street Side (feet)	10	10	Yes
	Max. Building Coverage (%)	60	49	Yes
	Maximum Height (stories/feet)	2/50	2/38	Yes
	Parking (number of spaces)	80 auto & 1 trailer spaces	80 auto & 1 trailer spaces	Yes
3	Minimum Front Setback (feet)	10	10	Yes
	Minimum Rear Setback (feet)	0	78	Yes
	Minimum Side Yard Setback (feet)	0	0	Yes
	Minimum Street Side (feet)	10	10	Yes

	Max. Building Coverage (%)	60	49	Yes
	Maximum Height (stories/feet)	2/50	2/38	Yes
	Parking (number of spaces)	85 auto & 1 trailer spaces	85 auto & 1 trailer spaces	Yes
4	Minimum Front Setback (feet)	10	10	Yes
	Minimum Rear Setback (feet)	0	78	Yes
	Minimum Side Yard Setback (feet)	0	0	Yes
	Minimum Street Side (feet)	10	10	Yes
	Max. Building Coverage (%)	60	48	Yes
	Maximum Height (stories/feet)	2/50	2/38	Yes
	Parking (number of spaces)	77 auto & 1 trailer spaces required	81 auto & 1 trailer spaces	Yes
5	Minimum Front Setback (feet)	10	10	Yes
	Minimum Rear Setback (feet)	0	14	Yes
	Minimum Side Yard Setback (feet)	0	67	Yes
	Minimum Street Side (feet)	10	26	Yes
	Max. Building Coverage (%)	60	44	Yes
	Maximum Height (stories/feet)	2/50	2/32	Yes
	Parking (number of spaces)	22 auto & no trailer spaces required	22 auto & no trailer space	Yes
6	Minimum Front Setback (feet)	10	10	Yes
	Minimum Rear Setback (feet)	0	14	Yes
	Minimum Side Yard Setback (feet)	0	0	Yes
	Minimum Street Side (feet)	10	10	Yes
	Max. Building Coverage (%)	60	45	Yes
	Maximum Height (stories/feet)	2/50	2/32	Yes
	Parking (number of spaces)	25 auto and no trailer spaces required	24 auto & no trailer space (1 additional space to be shown on the construction drawing and implemented in the field)	Yes (The developer agreed to provide the additional space when the plan is drawn for construction)
7	Minimum Front Setback (feet)	10	10	Yes
	Minimum Rear Setback (feet)	0	14	Yes
	Minimum Side Yard Setback (feet)	0	0	Yes
	Minimum Street Side (feet)	10	10	Yes
	Max. Building Coverage (%)	60	47	Yes
	Maximum Height (stories/feet)	2/50	2/32	Yes
	Parking (number of spaces)	27 auto and no trailer spaces required	27 auto & no trailer space	Yes
8	Minimum Front Setback (feet)	10	10	Yes
	Minimum Rear Setback (feet)	0	14	Yes
	Minimum Side Yard Setback (feet)	0	0	Yes
	Minimum Street Side (feet)	10	10	Yes
	Max. Building Coverage (%)	60	44	Yes
	Maximum Height (stories/feet)	2/50	2/32	Yes
	Parking (number of spaces)	25 auto & no trailer spaces required	25 auto & no trailer space	Yes
9	Minimum Front Setback (feet)	10	10	Yes

	Minimum Rear Setback (feet)	0	14	Yes
	Minimum Side Yard Setback (feet)	0	0	Yes
	Minimum Street Side (feet)	10	10	Yes
	Max. Building Coverage (%)	60	43	Yes
	Maximum Height (stories/feet)	2/50	2/32	Yes
	Parking (number of spaces)	24 auto & no trailer spaces required	24 auto & 0 trailer	Yes
10	Minimum Front Setback (feet)	10	10	Yes
	Minimum Rear Setback (feet)	0	14	Yes
	Minimum Side Yard Setback (feet)	0	0	Yes
	Minimum Street Side (feet)	10	10	Yes
	Max. Building Coverage (%)	60	41	Yes
	Maximum Height (stories/feet)	2/50	2/32	Yes
11	Parking (number of spaces)	32 auto & no trailer spaces required	32 auto & 0 trailer space	Yes
	Minimum Front Setback (feet)	10	190	Yes
	Minimum Rear Setback (feet)	0	220	Yes
	Minimum Side Yard Setback (feet)	0	112	Yes
	Minimum Street Side (feet)	10	80	Yes
	Max. Building Coverage (%)	60	50	Yes
12	Maximum Height (stories/feet)	2/50	2/40	Yes
	Parking (number of spaces)	593 auto & 29 trailer spaces required	596 auto & 29 trailer	Yes
	Minimum Front Setback (feet)	10	45	Yes
	Minimum Rear Setback (feet)	0	80	Yes
	Minimum Side Yard Setback (feet)	0	95	Yes
	Minimum Street Side (feet)	10	45	Yes
	Max. Building Coverage (%)	60	45	Yes
	Maximum Height (stories/feet)	2/50	2/40	Yes
	Parking (number of spaces)	161 auto & 5 trailer space required	164 & 5 trailer space	Yes.

Note: The total number of parking spaces required is 1,218. The project provides 1,244 parking spaces.

As indicated in the above table, the project meets the development standards of the Business Park zone.

Compliance with Design Guidelines

The following sections of the Zoning Ordinance provide general design principals for the development of industrial buildings.

- Sections 17.12.090 and 17.12.150 of the Zoning Ordinance provide general architectural design principals for industrial buildings to ensure quality design and their compatibility with adjacent and existing development.
- Section 17.12.100 of the Zoning Ordinance provides general design guidelines with regard to site planning and how the building is to be located within the lot.

- Section 17.12.110 provides general design guidelines with regard to parking and on-site circulation to ensure that these elements are coordinated.
- Section 17.12.120 provides general guidelines with regard to landscaping for the project.

Architectural Design

The proposed buildings are concrete tilt-up buildings. Varying sizes of glazing, horizontal reveals, varying roof height, use of varying paint colors within the same tone and contrasting paint colors will help break down the scale of each of the wall panels. The office at each corner of the building creates a unique and distinct identity for each building.

Site Planning, Circulation, and Landscaping

The buildings will be constructed facing Nicolet Street extension. Access to each of the buildings will be via driveways on Nicolet Street. There are no parking lot or drive aisles along Hathaway Street. These areas will be landscaped to complement the architecture of the buildings.

Parking spaces for each building are provided either in between the buildings, on the side and/or at the rear of the buildings. For specific locations of parking areas, please see Site Plan for the project. The final landscaping design and construction will be required to emphasize drought tolerant features as required by State and Zoning Code regulations to conserve water. Trees and walled gardens will also be part of the overall architectural image of the business park. Accent trees will provide color and interest to each building.

Walls and Fences

Due to the topography of the project site, retaining walls will be required in some areas of the project. The precise locations of where the retaining walls are required will be determined once the developer prepares the rough grading plans. For site security, the developer may have to install fences such as wrought iron or block walls. Should the developer prefers to secure the site, Condition of Approval #18 requires that the developer submit the wall/fencing plan for review and approval by the Community Development Director to ensure that walls and fencing complement the project architecture.

Exterior Lighting

Exterior lighting for the buildings is required to be decorative box type fixtures in a pre-finish color to complement/match the building. Exterior lighting is also required to be consistent with any pole mounted fixtures for the parking lot (Condition of Approval #19). Additionally, any exterior lighting, including security lighting shall have no spillover onto adjacent properties (Condition of Approval #20). Any lighting that would interfere with the nearby airport operations shall be prohibited in accordance with Federal Aviation Administration (FAA) regulations and the conditions imposed by the Riverside County Airport Land Use Commission (Attachment 9).

Screening

Sections 17.12.140 and 17.12.160 require screening of outdoor storage and roof-mounted equipment. Roof-mounted equipment on the buildings will be screened using the parapet wall.

Condition of Approval #22 requires that all roof-mounted equipment or utility equipment on the side of the structure or on the ground shall not be visible from public right-of-way or the parking lot.

Sign Program

The developer is required to submit a sign program for review and approval by the Community Development Director to ensure that there is a coordinated and comprehensive sign program for the project (Condition of Approval #17).

PROJECTS NEAR AIRPORTS AND AIRPORT LAND USE COMPATIBILITY

The Airport Land Use Commission Law (commencing with Section 21675 of the Public Utilities Code) requires that any projects that are located within an airport influence area be reviewed by a local Airport Land Use Commission. The proposed project is located within Compatibility Zone D of the Banning Municipal Airport. This zone is described as the primary traffic patterns zone where aircrafts fly below 1,000 feet altitude and is subject to 55 db-CNEL (Community Noise Equivalent Level) noise contour. The object or building height limit within this zone is restricted to 100 feet above ground elevation.

The Riverside County Airport Land Use Commission conducted a public hearing and reviewed the project on March 11, 2010. A copy of the approval letter from the Commission dated April 28, 2010, making findings that the proposed project is conditionally consistent with the Banning Airport Land Use Compatibility Plan. The letter also incorporates Federal Aviation Administration Conditions of Approval (Attachment 9).

ENVIRONMENTAL ANALYSIS FOR COMPLIANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

Background

Section 21065 of the California Environmental Quality Act Guidelines requires that all projects that have the potential to affect the environment must be evaluated to determine the extent of the project impacts and mitigation measures that must be incorporated into the projects to lessen or alleviate the impacts. The developer was required to provide technical reports, which were reviewed and approved by City staff and its environmental consultant, as part of the environmental review process. To comply with CEQA, each project is evaluated against 16 environmental issue areas. These issue areas include:

- Aesthetics
- Agriculture resources
- Air quality
- Biological resources
- Cultural resources
- Geology/soils
- Hazard & hazardous materials
- Hydrology/water quality
- Land use/planning
- Mineral resources

- Noise
- Population and housing
- Public services
- Recreation
- Transportation and traffic
- Utility/services system.

There was an Initial Study previously completed for this project (previously Banning Gateway Project) that was submitted in 2008 and was circulated for public review in March 2009. In response to the earlier initial study, the City received significant comments from the South Coast Air Quality Management District (SCAQMD). The project site plan and scope also changed subsequent to the circulation of that environmental document. An updated Initial Study/Mitigated Negative Declaration was prepared and re-circulated for a 30-day public review. The comment period started on March 26, 2010 and ended on April 26, 2010. The City received a letter dated April 27, 2010, which is that date after the close of the comment period, from the Governor's Office of Planning and Research (OPR) that no state agencies submitted comments by the due date. However, subsequent to close of the public review period and prior to receipt of the OPR letter the City received two responses on the environmental document from the SCAQMD and Caltrans District 8 (see Attachments 11 and 12). Per Government Code Section 21091(d)(1) and Section 15088 of CEQA, the City is not required to respond to these comments. However, Staff believes that it is in the best interest of the City to respond to other agencies' comments in the spirit of cooperation as these agencies are also responsible for approving permits that would be required for the project. The Air Quality Report was updated by the developer and reviewed by the City's environmental consultant and staff and was submitted to the SCAQMD.

On May 26, 2010 the South Coast Air Quality Management District's representative, Mr. Ian McMillan indicated that the SCAQMD has no further comments on the air quality report provided that the City include, as Conditions of Approval the Western Riverside Council of Governments "Good Neighbor Guidelines for Siting New and/or Modified Warehouse/Distribution facilities", which includes the following:

1. Minimize exposure to diesel emission to neighbors that are situated in close proximity to the warehouse/distribution center.
2. Eliminate diesel trucks from unnecessarily traversing through residential neighborhoods.
3. Eliminate trucks from using residential areas and repairing vehicles on the streets.
4. Reduce and/or eliminate diesel idling within the warehouse/distribution center.
5. Establish a diesel minimization plan for on- and off-road diesel mobile sources to be implemented with new projects.
6. Establish an education program to inform truck drivers of the health effects of diesel particulate and importance of reducing their idling time.
7. Establish a public outreach program and conduct periodic community meetings to address issue from neighbors.

The developer agreed to all these conditions. Items 5, 6, and 7 will be included as required policies in all tenant agreement documents. All of these items are included as Conditions of Approval #s 24 through 32.

As part of the 30-day public review on the Initial Study/Mitigated Negative Declaration, the City Engineer has requested minor corrections to the document for technical correctness (See errata sheet (Attachment 6)). These corrections did not impact or require additional mitigation measures.

Caltrans requested additional technical data as part of the traffic study to ensure that there is no . The technical data was provided to Caltrans. On June 1, 2010, Caltrans sent a letter requesting adjustment to traffic signal timing to mitigate impact to the I-10 ramps (Attachment 12).

The Morongo Band of Mission Indians also sent a comment letter dated April 14, 2010 requesting that standard conditions be placed on the project regarding cultural and/or archeological resources and buried cultural materials and consultation with the tribe should there be a discovery of human remains during grading and excavation (Condition of Approval #10).

Comments from Property Owners

Comments during the Public Review of the Initial Study/Mitigated Negative Declaration

One property owner inquired about the availability of the environmental document and staff indicated that the environmental document is posted on the City's website.

Comments in Response to the Riverside County Airport Land Use Commission Public Hearing

The other property owner was Ms. Maggie Scott who called in response to the public hearing notice that was mailed by the Riverside County Airport Land Use Commission (ALUC). Staff spoke to Ms. Scott and referred her to the ALUC staff and the developer's representative, Patrick Osborne. Mr. Osborne verbally indicated that he spoke to Ms. Scott about the project and invited her to attend the Planning Commission meeting. Staff also invited Ms. Scott to view the project plans in advance of the Planning Commission meeting. Prior to May 4, 2010 Planning Commission meeting, Ms. Scott did not call or visit the counter to view the plans.

Comments at May 4, 2010 Planning Commission Meeting

Ms. Scott attended the Planning Commission meeting on May 4, 2010 and addressed the Planning Commission on the following matter:

1. Property Value - Mrs. Scott wanted to know how this project will affect her property value. There is no fiscal impact analysis done to confirm or refute if the project affects Mrs. Scott property values positively or negatively. However, the project is estimated to create 430 jobs.
2. Radius for Public Hearing Notification - Mrs. Scott wanted to know how many feet the radius circle for property owner notification was around the subject property as some of her neighbors did not receive a notice. Staff responded that property owners within 300

feet of the exterior project boundaries were sent notices. Staff also reviewed the property owner mailing labels for the project public hearing notices and determined that one of her neighbors is a renter and the other neighbor is located outside of the 300' radius of notification; therefore, they did not receive the public hearing notice. The City's Zoning Ordinance requires that the property owners received the public hearing notice and not the renters.

3. Definition of a High Cube Warehouse – Mrs. Scott wanted to know the definition of a “high cube warehouse”. The high cube warehouse is a warehouse that uses machinery and computer technology to keep track of merchandise or inventory, which uses less manpower to actually retrieve or stock the merchandise.
4. Prospective Tenants - Mrs. Scott asked if the applicant has any tenants for the industrial park yet. Currently, the developer is negotiating with prospective tenants. The developer will announce who the tenants are once they sign the lease.
5. Uses Permitted Within the Building - Mrs. Scott inquired about what uses would be permitted in the buildings. The Zoning for the project site is Business Park. The City's Zoning Code allows light manufacturing, warehousing, and office (as an ancillary use) in the Business Park Zoning district.
6. Entrances to the Project Site - Mrs. Scott ask about the entrances to the property. The main access is off of Hathaway Street via the new Nicolet Street extension. The secondary access, which is an emergency access only, is located off of Hathaway at Wilson Street.

Subsequent to the Planning Commission hearing on May 4, 2010, staff called Mrs. Scott in an effort to follow-up on the questions that she raised at the Planning Commission hearing; however, staff did not receive any return calls.

Comments at June 1, 2010 Planning Commission Meeting

At the June 1, 2010 Planning Commission hearing, Mike Santa Cruz of 1471 E. Nicolet Street, Banning came forward to state that he felt it would be nice to have a project on the vacant field. But said that he hoped the developer would wait until he is certain that he can really build as this economy is not good. Mr. Santa Cruz felt in another year things might get better. He said he was concerned that a project would get started and then fall into bankruptcy like the one on Lincoln Street (Banning Business Center).

The developer's representative Greg Chila came forward and answered questions/concerns raised by Mr. Santa Cruz. Mr. Chila stated that if they were approved tonight or in two weeks, they would not have a building up for about two years. In order to attract the tenants, the jobs or anyone to come to the site, they have to have an approved plan. They cannot market the site until they have the approvals because tenants will not negotiate and the developer cannot sign leases with them. The entitlements have to be in place first. They are waiting for a better economy to get a lease to kick off the project. They do not intend to build empty buildings until they have at least a lead tenant. Commissioner Arterberry said he felt that addressed the gentleman's concerns and it also gave him some comfort.

Comments at the June 15, 2010 Planning Commission Meeting

At the June 15, 2010 Planning Commission meeting, Ms. Inge Shuler and Mr. Don Smith made the following comments:

Ms. Inge Shuler

- That the Conditions of Approval should be dated June 15, 2010 as opposed to June 1st since the Planning Commission meeting date is June 15th. This comment was noted by staff.
- Impact on water is considered and if recycled water would be used by the project - Water supply analysis was done as part of the environmental review for Initial Study/Mitigated Negative Declaration, which concluded that there is adequate water supply to serve the project. With regard to recycled water, currently, there are no recycled water facilities serving the area or the project site. The project may be able to connect to the recycled water line should the main recycled water line be made available in the future.
- Were the earthquake fault lines considered in the Mitigated Negative Declaration? The earthquake fault lines were considered in the Mitigated Negative Declaration (MND). Page 36 of the MND indicates that the San Andreas Fault and San Jacinto fault are located 5.59 miles and 11.2 miles from the project site, respectively
- Impact to sensitive species and wildlife habitat are considered and they should be provided with a high degree of protection. The Mitigated Negative Declaration provided mitigation measures that are specific to the species and habitat as follows:

MM BR-1a A live-trapping study shall be conducted by a qualified biologist to determine presence/absence of Los Angeles pocket mouse and Northwestern San Diego pocket mouse. The surveys shall be conducted between April and September and shall follow California Department of Fish and Game (CDFG) protocol. If individuals are found during the survey, the biologist shall determine if the population represents a significant impact to the total population. If the impact is determined to be less than significant, no further action is required. If the impact is determined to be potentially significant, the onsite population shall be preserved in accordance with CDFG protocol until it can be relocated to an appropriate offsite location.

MM BR-1b A 30-day preconstruction survey for burrowing owl shall be done prior to any ground disturbance activities according to CDFG protocol. Any individuals found during that survey shall be relocated to an appropriate offsite location according to CDFG protocol and in consultation with CDFG.

MM BR-1c All grubbing or other vegetation removal associated with the Project site preparation shall avoid nesting season of February 15, through July 30. If such avoidance is not feasible, a qualified biologist shall conduct a focused nesting bird survey. Any active nests identified shall have highly visible construction fencing installed within a 100-foot radius of any active nest. The

fencing shall remain in place until the biologist determines that the young have fledged, or that the nest is otherwise no longer active.”

This information is also included in the Mitigation Monitoring and Reporting Plan that is required as part of the project approval and must be implemented prior to project construction.

Mr. Don Smith

- Indicated that project would provide jobs, including construction jobs. Comment noted by staff. The project is estimated to provide 430 jobs.
- Construction of half street(s) for this project or any other project should allow for two trucks to go into the opposite direction and not create a dangerous street. The streets that are proposed around the project site, including the half-street to be provided for emergency access on future Wilson Street will accommodate a two-way traffic.

Additionally, comment letter dated June 8, 2010 from Mr. Richard Jackson was provided to the Planning Commission at the meeting (Attachment 16). Mr. Jackson addressed the issue regarding Banning Business Center (on Lincoln and Eighth Street) which is vacant and unsightly and that the building should be purchased by the developer, OSI Partnership, LLC. By purchasing the building, the developer would be able to prove that they have the financing and the capability to make the project successful and then built the proposed project on Hathaway and Nicolet Streets. Mr. Jackson also recommended in his letter that the developer has one-third of the buildings leased prior to building the project.

Comments after Planning Commission meeting on June 15, 2010

Subsequent to the Planning Commission review of the project, the SCAQMD requested a review of Condition #29 and recommended that the Conditions be revised slightly to indicate the following:

“The developer/owner of the project shall establish a diesel minimization plan for on- and off-road diesel mobile sources and shall only allow heavy duty trucks onsite such that a facility wide average daily emission meet or exceed ~~to~~ 2010 model-year or newer truck emission standards pursuant to California Code of Regulations Title 13, Article 4.5, Chapter 1, Section 2025 and shall established a daily log of the all trucks that enter the site, which include license plates, model year, and certification number and which shall be kept on the premises for inspection by the City during business hours. The developer/owner shall submit a certified copy of the quarterly report of the inspection logs for diesel mobile sources to the City”.

The developer is in agreement with the revised Condition of Approval #29, which will be made a part of their Covenant, Conditions, and Restrictions (CC&Rs) for the project. The Conditions of Approval dated July 13, 2010 (Exhibit B) reflects the revised Condition above.

CONCLUSION OF THE INITIAL STUDY

Based on the Initial Study, there are six environmental issue areas that require that the project provides mitigation measures to reduce the project impacts to less than significant. These issue areas are:

1. Biological Resources

Biological resources represent the plants and wildlife species and ecosystems and habitats that contribute to an area's natural setting. Results of a database review and survey of the site indicate that the site has the potential for the occurrence of the Los Angeles pocket mouse and Northwestern San Diego pocket mouse. Additionally, the project site is within the Multi-Species Habitat Conservation Plan (MHSCP) habitat assessment area for the Western Burrowing Owl. The project site contains a suitable foraging habitat and burrows for Western Burrowing Owl and different bird species. Mitigation measures are recommended to be implemented to reduce the potential significant impact to these wild life species and their habitat in addition to paying the established MHSCP impact fees as follows:

- MM BR-1a A live-trapping study shall be conducted by a qualified biologist to determine presence/absence of Los Angeles pocket mouse and Northwestern San Diego pocket mouse. The surveys shall be conducted between April and September and shall follow California Department of Fish and Game (CDFG) protocol. If individuals are found during the survey, the biologist shall determine if the population represents a significant impact to the total population. If the impact is determined to be less than significant, no further action is required. If the impact is determined to be potentially significant, the onsite population shall be preserved in accordance with CDFG protocol until it can be relocated to an appropriate offsite location.
- MM BR-1b A 30-day preconstruction survey for burrowing owl shall be done prior to any ground disturbance activities according to CDFG protocol. Any individuals found during that survey shall be relocated to an appropriate offsite location according to CDFG protocol and in consultation with CDFG.
- MM BR-1c All grubbing or other vegetation removal associated with the Project site preparation shall avoid nesting season of February 15, through July 30. If such avoidance is not feasible, a qualified biologist shall conduct a focused nesting bird survey. Any active nests identified shall have highly visible construction fencing installed within a 100-foot radius of any active nest. The fencing shall remain in place until the biologist determines that the young have fledged, or that the nest is otherwise no longer active.

2. Cultural Resources

Cultural resources provide residents with a meaningful sense of history and heritage. Review of Table IV-11 "Recorded Historic Era Buildings and Other Features in the Planning Area" of the City's General Plan reveals that the site is not listed as a resource. However, the Phase I Cultural Resource Assessments indicates that there are two areas that have general scatter and some

clusters of historic artifacts in the area immediately south of the Orco Block Company boundary. In addition, three previously unrecorded historic-period structural foundations were found adjacent to the south-west corner of the Orco Block Company. LSA Associates conducted a Phase II archeological³ testing to determine whether the resources on this site meet the eligibility criteria for the California Register of Historic Places. LSA confirmed that the resources did not meet the eligibility criteria for the California Register of Historic Places. Although no evidence of significant or unique archeological resources were identified, the site is an indication of historic activity. Therefore, archeological monitoring shall be present during all ground-disturbing activities within 200' of the two locations of where the historic artifacts were found on site. The following are mitigation measures that are required to be implemented for cultural resources:

- MM CR4a The California State Health and Safety Code § 7050.5 states that no further construction or disturbance within 100 feet of human remains shall occur until the County Coroner has made the necessary findings as to the origin and disposition according to CEQA regulations and Public Resources Code (PCR) § 5097.98. If the Coroner determines the remains are Native American in origin, the Native American Heritage Commission (NAHC) will be notified and, in turn, the person determined to be the Most Likely Descendant (MLD). The MLD will provide recommendations for treatment of the remains in accordance with the following: CEQA Guidelines § 15064.5; Health and Safety Code § 7050.5; Public Resources Code §§ 5097.94 and 5097.98.

3. Soils and Geology

The project site is not located within an Alquist-Priolo Earthquake Fault Zone, although it is located in a region that is subject to active ground shaking. The two closest major faults to the proposed project site are the San Andreas Fault and San Jacinto Fault, which are 5.59 and 11.2 miles away, respectively. To mitigate the effects of the ground movement, the project is required to implement the design standards that are established in the latest adopted Building Code, and all other applicable codes, ordinances, and regulations in effect at the time of permit application.

The project site contains soils that are alluvial in nature, consisting mainly of sand and gravels, with some cobbles and/or boulders⁶. To mitigate this impact the project must abide by the recommendations in the geotechnical report and compliance with standards in the California Building Code. Mitigation measures are recommended to be implemented to reduce the impact as follows:

- MM GEO-3a The Proposed Project shall submit a Storm Water Pollution Prevention Plan (SWPPP) for construction-related activities, and will mitigate any potentially significant erosion impacts.
- MM GEO-3b The initial site clearing and grubbing shall include removal of any surficial vegetation, including the grass and weed growth, shrubs, and brush, as well as the surficial layer of topsoil and root mat material. The surficial topsoil and mat material may be blended with the underlying native soils within the over

³ LSA Associates, Inc. Phase II, March 2009

excavation areas based on the extent of remedial grading required onsite. The final soil mixture shall not contain more than two percent of organic materials by weight; the organic content of the mixture should be determined in the field by the geotechnical engineer, paid by the developer. Based on the organic content and stability of the soil observed, the actual extent of the site stripping should be determined in the field by the geotechnical engineer.

- MM GEO-3c Loose or softened soils shall be removed from the two washes that transverse the site in northwest to southeast directions. These washes are expected to be underlain by 3 to 5-feet plus of loose or softened soils; however, the amount of soil removed from these areas shall be determined by the geotechnical engineer at the time of site grading.
- MM GEO-3d Low strength soils shall be removed from the proposed building pad areas. Based on conditions observed during trenching, the existing soils shall be excavated to a depth of at least 4 feet below the proposed building pad subgrade elevation and to a depth of 4 feet below existing grade, whichever is greater. Soils not directly underlying the general building pad but within the influence zones of the new foundations shall be over excavated to a depth of 3 feet below the proposed bearing grade. Other over excavation guidelines, which are found within the Project's geotechnical report, must be complied with to mitigate potential impacts.
- MM GEO-3e After all over excavation of the site has been completed per the proposed project's geotechnical study, the project soil shall be scarified to depth specified within the study, and the over excavated soil flooded. The soils shall be processed according to the conditions presented within the project's geotechnical report. As soon as the processed over excavated soils abide to the report's guidelines, they may then be replaced as compacted structural fill.

4. Greenhouse Gas

The greenhouse gas emission associated with the project includes sources from vehicle exhausts/tail pipes, building heating and air conditioning systems, building materials, appliances, and lighting. LSA and Associates, Inc. ran a greenhouse gas emissions model to determine the project contribution to greenhouse gas emission. The model shows that emissions from vehicles contribute to 23 percent of the project greenhouse gas emissions. AB 32 and other State and Federal regulations have not provided localized thresholds in which the various sources of emissions (mobile or stationary) must meet. Currently, the Governor's Executive Order and AB 32 are requesting voluntary actions of businesses, local governments, and community groups, including State incentive and regulatory process. In order for the proposed project to comply and not conflict or impede the implementation of the greenhouse gas reduction goals, mitigation measures are proposed for the project.

To the extent feasible and to the satisfaction of the City, the following measures shall be incorporated into the design and construction of the project (including specific building projects):

- MM GCC-1 Construction and Building Materials.

- Use locally produced and/or manufactured building materials for at least 10 percent of the construction materials used for the project;
- Recycle/reuse at least 50 percent of the demolished construction material (including, but not limited to, soil, vegetation, concrete, lumber, metal, and cardboard); and
- Use “Green Building Materials,” such as those materials that are resource efficient, and recycled and manufactured in an environmentally friendly way for at least 10 percent of the project.

Energy Efficiency Measures.

- Design all project buildings to exceed California Building Code’s Title 24 energy standard, including, but not limited to any combination of the following:
 - Increase insulation such that heat transfer and thermal bridging is minimized; Limit air leakage through the structure or within the heating and cooling distribution system to minimize energy consumption;
 - Incorporate ENERGY STAR or better rated windows, space heating and cooling equipment, light fixtures, appliances or other applicable electrical equipment;
 - Provide a landscape and development plan for the project that takes advantage of shade, prevailing winds, and landscaping;
 - Install efficient lighting and lighting control systems. Use daylight as an integral part of lighting systems in buildings;
 - Install light colored “cool” roofs and cool pavements;
 - Install energy efficient heating and cooling systems, appliances and equipment, and control systems; and
 - Install solar or light-emitting diodes (LEDs) for outdoor lighting.

Water Conservation and Efficiency Measures.

- Devise a comprehensive water conservation strategy appropriate for the project and location. The strategy may include the following, plus other innovative measures that might be appropriate:
 - Create water-efficient landscapes within the development;
 - Install water-efficient irrigation systems and devices, such as soil moisture-based irrigation controls;
 - Use reclaimed water for landscape irrigation within the project. Install the infrastructure to deliver and use reclaimed water;

- Design buildings to be water-efficient. Install water-efficient fixtures and appliances, including low-flow faucets, dual-flush toilets and waterless urinals; and
- Restrict watering methods (e.g., prohibit systems that apply water to non-vegetated surfaces) and control runoff.

Solid Waste Measures.

- Provide interior and exterior storage areas for recyclables and green waste and adequate recycling containers located in public areas; and
- Provide employee education about reducing waste and available recycling services.

5. Hazard and Hazardous Materials

The project site is not listed within the databases that were used as part of the research for Phase I environmental assessment. Premier Environmental Services conducted and prepared a Phase I environmental site assessment report for the project⁴. It was determined that the no evidence of recognized environmental conditions (RECs) was found in connection with the project site. As part of the construction and operation project, there will be routine use and transport of hazardous materials that is not expected to be beyond the normal use. There are a variety of Federal, State, County, and City regulations regarding use of hazardous materials. The project is expected to comply with these regulations. Furthermore, since the project is located within the airport land use compatibility zone, the project is required to comply with the Riverside Airport Land Use Commissions regulations and the Federal Aviation Administration. Mitigation measures are recommended to be implemented to reduce the impact as follows:

MM HAZ-1 The following shall be prohibited from the project site:

- Any use which would direct a steady light of red, white, green, or amber colors associated with airport operations toward an aircraft engaged in an initial straight climb following takeoff or toward an aircraft engaged in a straight final approach toward a landing at the Banning Airport, other than an FAA-approved navigational signal light or visual approach slope indicator;
- Any use which would cause sunlight to be reflected toward an aircraft engaged in initial straight climb following takeoff or toward an aircraft engaged in a straight final approach toward a landing at the Banning Airport;
- Any use which would generate a significant source of smoke or vapor or which could attract large concentrations of birds, or which may otherwise affect safe air navigation within the area shall be prohibited; and
- Any use which would generate electrical interference that may be detrimental to the operation of aircraft and/or aircraft instrumentation.

MM HAZ-2 Refuse and recycling containers at the project site shall be covered to prohibit attracting any wildlife to the project site.

MM HAZ-3 Federal Aviation Administration Form 7460, Notice of Proposed Construction or Alteration, shall be completed prior to final approval of the project's final improvement plans. Refer to <http://forms.faa.gov/forms/faa7460-1.pdf> for more information.

⁴ November 7, 2006

MM HAZ-4 Review by the Riverside County Airport Land Use Commission shall be conducted prior to final approval of the Project's facility improvement plans.

6. Transportation/Traffic

A Traffic Impact Study was prepared for the project and was reviewed by staff⁵.

The Traffic study analyzed 11 intersections including the project entrances as follows:

- Morongo Road/Wilson Street at Hathaway Street
- George Street at Hathaway Street
- Williams Street at Hathaway Street
- Ramsey Street at Hathaway Street
- Nicolet Street at Hathaway Street
- Williams Street at Hargrave Street
- Nicolet Street at Hargrave Street
- Ramsey Street at Hargrave Street
- Hargrave Street at I-10 Eastbound Ramps
- Hargrave Street at I-10 Westbound Ramps
- Ramsey Street at 8th Street

The traffic report provides the traffic data of the existing condition as well as the potential traffic impacts of the proposed Banning Gateway project on the near term and at the build -out year of the project following the guide line of the City's general plan circulation element.

While the traffic report indicates some traffic impacts of the proposed project, said impacts are able to be mitigated and staff supports the mitigation measures listed on the traffic report and the mitigated negative declaration documents as follows:

MM T-1a Near-term (Year 2011) – Phase 1 Improvements. Prior to the issuance of building permits, the developer shall construct/pay fair share of the following improvements.

Hargrave Street at I-10 Westbound Ramp

- Install a signal

Hargrave Street at I-10 Eastbound Ramp

- Install a signal

MM T-1b Buildout (Year 2015) Improvements. Prior to the issuance of building permits, the developer shall construct/provide fair share of the following improvements.

Ramsey Street at Hathaway Street

- Southbound Approach: Widen to provide one left-turn lane, one all way lane, and one right-turn lane.

⁵ Traffic Study for the Proposed Banning Gateway Project in the City of Banning, December 2, 2009, KOA Corporation

- Eastbound Approach: Widen to provide two left-turn lanes and two through lanes.

Hargrave Street at I-10 Westbound Ramp

- Southbound Approach: Widen to provide two through lanes and one free right-turn lane.
- Westbound Approach: Widen to provide one left-turn lane, one shared left/through lane, and one free right-turn lane.

Hargrave Street at I-10 Eastbound Ramp

- Eastbound Approach: Widen to provide one left-turn lane, one shared left/through lane, and one right-turn lane with a signal overlap.

This intersection would require capacity enhancements greater than those specified in the General Plan to provide acceptable levels of service during peak hours with the addition of forecast traffic growth, including the project. Northbound and westbound dual left-turn lanes would be required as well an additional through capacity on the northbound and southbound intersection approaches. These types of improvements do not seem feasible at this time due to the extensive right-of-way acquisition that would be required and the spacing between Ramsey Street and the westbound freeway ramps.

It is recommended that this intersection be improved according to the General Plan and that traffic improvements be implemented above and beyond those improvements to be determined by extensive future traffic monitoring and engineering studies. The proposed project proponent as well as future cumulative projects would have a fair share responsibility toward future improvements as they will contribute traffic volumes to this location. Accordingly, the conditions of approval #83 require that the developer pay the fair share of estimated cost of the improvement as stated above.

At present, Hathaway Street is used as a traffic route and is a designated traffic route in the City's General Plan. However, prior to occupancy, Hathaway Street shall be signed as "Truck Route" by the applicant. Accordingly, proper signage is required by the Mitigation Monitoring and Reporting Plan MM T-1b (see Exhibit "A")

Attached in Exhibit "A" is the Mitigation Monitoring Program that is required to be prepared and adopted as part of the project for compliance with CEQA.

REQUIRED FINDINGS FOR TENTATIVE PARCEL MAP AND DESIGN REVIEW:

The Subdivision Map Act requires that each Tentative Parcel Map and Design Review (BMC §17.56.050) application meet certain findings in order to be approved by the City Council. The following findings for each of the entitlement approvals are provided for the City Council's consideration:

Findings for Tentative Parcel Map No. 36056

Finding No. 1: That the proposed Tentative Map is consistent with the applicable general and specific plans.

Findings of Fact: The General Plan land use and zoning designations for the site is Business Park (BP), which allows manufacturing and warehousing and accessory office uses as proposed by the project. The site planning, architecture, and on- and off-site circulation has considered the adjacent land uses. The parking lot and locations of the loading docks were designed in such a way that there is no exposure towards the single-family homes that are located on the west side of Hathaway Street.

The project is consistent with the General Plan Land Use Element policy which states, "The land use map shall provide for sufficient lands to provide a large range of products and services to the City and the region while carefully considering compatibility with adjacent residential lands."

In addition to the project consistency with the General Plan Land Use, the project is also consistent with the General Plan Economic Development Policy which states, "The City shall take a proactive role in the retention of existing businesses and the recruitment of new businesses, particularly those that generate and broaden employment opportunities, increase discretionary incomes, and contribute to City General Fund revenues". The proposed project will generate additional employment opportunity of approximately 430 jobs, including sales tax and property tax, which contribute to the overall well-being of the City's fiscal health.

Finding No. 2: That the design of the improvement of the proposed subdivision is consistent with the applicable general plan and specific plans.

Findings of Fact: The design of the improvements, including lot size, lot width, and lot depth for the subdivision complies with the development standards of the Business Park (BP) zone. Each of the proposed parcels provides more than the minimum requirements for lot size of 1 acre, lot width of 100' and lot depth of 100'. Additionally, the subdivision is required to provide public improvements for street, sewer, water, and drainage to serve the development which are consistent with Policy 9 of the General Plan, which states that, "All development interests, including residential, commercial, and industrial project proponents, shall be responsible for their fair share of on-site and off-site improvements required to support their development proposals. Such improvements may include, but are not limited to, street construction and signalization, grade separation, utility extension, drainage facilities, and parks."

Finding No. 3: That the site is physically suitable for the type of development.

Findings of Fact: The 64-acre site, which is zoned Business Park (BP), has adequate land area to accommodate the subdivision and the development of 12 buildings for manufacturing and warehousing, including on-site circulation, parking, and landscaping for the development.

Finding No. 4: That the site is suitable for the proposed density of development.

Findings of Fact: The 64-acre site, which is zoned Business Park (BP), has adequate land area to accommodate the density of the development of 12 buildings for manufacturing and warehousing, including on-site circulation, parking, and landscaping for the development. The building coverage for each of the parcels is less than the maximum permissible building coverage of less than 60%.

Finding No. 5: That the design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

Findings of Fact: The site is currently vacant and undeveloped. An environmental document, Initial Study/Mitigated Negative Declaration, has been prepared for the project. The findings of the environmental document concluded that there are six environmental issue areas where the project is required to incorporate mitigation measures, which included biological resources, cultural resources, geology and soils, greenhouse gas, hazards and hazardous materials, and transportation and circulation. These mitigation measures are made a part of the Mitigation Monitoring program for the project. With regard to injury to fish or wildlife or their habitat, a professional biologist conducted a biological-database review and surveyed the project site to evaluate the potential presence of listed or proposed threatened or endangered species or designated critical habitat on or in proximity to the site. Results of the database review and survey of the site indicate that the site has the potential for the occurrence of the Los Angeles pocket mouse and Northwestern San Diego pocket mouse. Additionally, the project site is within the Multi-Species Habitat Conservation Plan (MHSCP) habitat assessment area for the Western Burrowing Owl. The project site contains a suitable foraging habitat and burrows for Western Burrowing Owl and different bird species. Mitigation measures are recommended to be implemented to reduce the potential significant impact to these wild life species and their habitat in addition to paying the established MHSCP impact fees as follows. With these mitigation measures the project impacts are reduced to less than significant.

- MM BR-1a A live-trapping study shall be conducted by a qualified biologist to determine presence/absence of Los Angeles pocket mouse and Northwestern San Diego pocket mouse. The surveys shall be conducted between April and September and shall follow CDFG protocol. If individuals are found during the survey, the biologist shall determine if the population represents a significant impact to the total population. If the impact is determined to be less than significant, no further action is required. If the impact is determined to be potentially significant, the onsite population shall be preserved until it can be relocated to an appropriate offsite location in consultation with CDFG.
- MM BR-1b A 30-day preconstruction survey for BUOW shall be done prior to any ground disturbance activities according to CDFG protocol. Any individuals found during that survey shall be relocated to an appropriate offsite location according to CDFG protocol and in consultation with CDFG.
- MM BR-1c All grubbing or other vegetation removal associated with the Project site preparation shall avoid nesting season of February 15, through July 30. If such

avoidance is not feasible, a qualified biologist shall conduct a focused nesting bird survey. Any active nests identified shall have highly visible construction fencing installed within a 100-foot radius of any active nest. The fencing shall remain in place until the biologist determines that the young have fledged, or that the nest is otherwise no longer active.

Finding No. 6: That the design of the subdivision or type of improvements is not likely to cause serious public health problems.

Findings of Fact: The design of the subdivision is in conformance with the City's General Plan, the Zoning Ordinance, and Subdivision Ordinance. The construction of the buildings on the site is required to comply with the California Building Code, the City's Grading Ordinance, Water Quality Management Plan with regard to storm water and runoff management and controls. In addition, the design and construction of all improvements for the subdivision is required to comply with the City Street and Public Works standards. The City's ordinances, codes, and standards have been created based on currently accepted standards and practices for the preservation of the public health, safety, and welfare. Finally, the street system and improvements proposed for the project, including on- and off-sites will improve the circulation system and emergency vehicular access for the project.

In addition, there was a Mitigated Negative Declaration (MND) completed in conjunction with the proposed project. The MND addresses the potential impacts that may result in serious public health problems. The MND concludes that there will be a less than a significant impact on air quality, less than significant impact as a result of hazardous materials, less than significant impact on hydrology and water quality. Further, there are mitigation measures to address the impacts that result from greenhouse gas emissions, as will be implemented in accordance with the Mitigation Monitoring and Reporting Plan (MMRP). Accordingly, the project is not likely to cause serious public health problems. To the extent there will be any impact to public health, the MMRP will protect the health and safety of the residents.

Finding No. 7: That the design of the subdivision or type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.

Finding of Fact: The subdivision has been designed in such a manner to provide reasonable access to the public across the site, which include streets and utility easements.

Finding No. 8: The design of the subdivision adequately provides for future passive or natural heating and cooling opportunities in the subdivision.

Finding of Fact: Taking into consideration the local climate and existing contour and configuration of the site and its surroundings, the size and configuration of parcels within the proposed subdivision have been arranged, to the greatest extent feasible, to permit orientation of buildings in a manner that take advantage of the natural shade or take advantage of the prevailing breezes.

While it is recognized that greenhouse gas emission will be associated with the project, to meet the City's greenhouse gas reduction goals, the project incorporates several mitigation measures as further referenced herein including requirements for recycling or reusing construction material, use of "green building materials," as well as energy efficiency measures and water conservation and efficiency measures.

Findings for Design Review #07-708

Prior to making a determination on Design Review 07-708, the following findings must be made:

Finding No. 1: The proposed project is consistent with the General Plan.

Findings of Fact: The General Plan land use and zoning designations for the site is Business Park (BP), which allows manufacturing and warehousing and accessory office uses as permitted uses. The project is consistent with the General Plan Land Use Element policy which states, "The land use map shall provide for sufficient lands to provide a large range of products and services to the City and the region while carefully considering compatibility with adjacent residential lands.

In addition to the project consistency with the General Plan Land Use, the project is also consistent with General Plan Economic Development Policy which states, "The City shall take a proactive role in the retention of existing businesses and the recruitment of new businesses, particularly those that generate and broaden employment opportunities, increase discretionary incomes, and contribute to City General Fund revenues". The proposed project will generate additional employment opportunity of approximately 430 jobs, including sales tax and property tax, which contribute to the overall well-being of the City's fiscal health.

Finding No. 2: The proposed project is consistent with the Zoning Ordinance, including the development standards and guidelines for the district in which it is located.

Findings of Fact: The project is proposed on site that is zoned Business Park (BP), which allows manufacturing and warehousing and accessory office uses as permitted uses. The project as proposed meets all the development standards and guidelines of the Business Park district, which includes building setbacks, building heights, lot coverage, parking, and design guidelines. Additionally, the project is conditioned to ensure that future on-going operations of the project do not impact the surrounding land uses.

Finding No. 3: The design and layout of the proposed project will not unreasonably interfere with the use and enjoyment of neighboring existing or future development, and will not result in vehicular and/or pedestrian hazards.

Findings of Fact: The proposed project includes the development of 12 buildings for manufacturing and warehousing, including office areas as an accessory use. The site design and on-site improvements to provide parking and circulation and landscaping have been designed to address the adjacent land uses. Parking spaces for each building are provided either in between the buildings, on the side and/or at the rear of the buildings so that there is no direct exposure of parking lot activities to adjacent properties thereby minimizing noise impacts to the single-family homes that are located on the west side of Hathaway Street. The conditions prohibit any lighting

that may spill over onto adjacent properties or interfere with the airport operations. In addition, on-site and off-site circulation has been considered to ensure that there is no conflict between vehicles/pedestrians. As part of the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Plan, the project is required construct intersection improvements, including traffic signals, or pay their fair share of cost toward the improvement as referenced herein. Further said Plan requires that proper signage be installed to designate Hathaway Street was a "Truck Route."

Finding No. 4: The design of the proposed project is compatible with the character of the surrounding neighborhood.

Finding of Fact: The proposed project is in the Business Park zone and is surrounded by undeveloped land and the Orco block and is adjacent to the low-density residential zone with residential homes. The architectural design for the development is attractive, consistent with the architecture that is found for a quality business park development and meets the City's current standards. Varying sizes of glazing, horizontal reveals, varying roof height, use of varying paint colors within the same tone and contrasting paint colors will help break down the scale of each of the wall panels. The office at each corner of the building creates a unique and distinct identity for each building. Trees and walled gardens will also be part of the overall architectural image of the business park. Accent trees will provide color and interest to each building. The building setback area along Hathaway Street will be landscaped to complement the architecture of the buildings and to provide a buffer to the nearby residential uses. Additionally, landscaping is proposed along the project perimeter to break-up the building mass and provide natural cooling and shade.

PUBLIC COMMUNICATION:

The availability of the Initial Study/Mitigated Negative Declaration and the proposed project were advertised in the Record Gazette newspaper on March 26, 2010, and notices were mailed to all property owners within a 300-foot radius of the site on March 29, 2010. The Initial Study/Mitigated Negative Declaration was made available for public review at the City of Banning Community Development counter at 99 E. Ramsey Street, Banning, CA, the Banning Public Library at 21 W. Nicolet Street, Banning, CA , and on the City of Banning website at www.banning.ca.us. The comment period closed on April 26, 2010.

The public hearing notice for the Planning Commission meeting was published in Record Gazette on April 23, 2010, and notices were mailed to all property owners within a 300-foot radius of the site on April 22, 2010 as a reminder to the residents and interested members of the public.

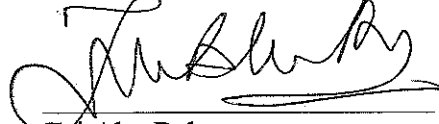
The public hearing for the City Council meeting was published in Record Gazette on July 2, 2010. Notices were mailed to all property owners within a 300-foot radius on July 2, 2010.

APPROVED BY:



Andy Takata
City Manager

PREPARED BY:



Zai Abu Bakar
Community Development Director

ATTACHMENTS:

1. City Council Resolution No. 2010-52
2. Location Map
3. Aerial Photograph
4. Site Photographs
5. Project Plans

SUPPORTING DOCUMENTATION UNDER SEPARATE COVER:

6. Initial Study/Mitigated Negative Declaration and Errata Sheet
7. Aerial Photo showing existing and proposed water line improvement
8. Aerial Photo showing sewer line alignments
9. Riverside County Airport Land Use Commission Letter dated April 28, 2010
10. Governor's Office of Planning and Research Letter dated April 27, 2010
11. South Coast Air Quality Management District Letter dated April 27, 2010
12. Caltrans District 8 Letters dated April 28, 2010 and June 1, 2010
13. Morongo Band of Mission Indians Letter dated April 14, 2010
14. Public Hearing Notices
15. Mailing Labels
16. Letter from Richard Jackson dated 6/8/10
17. Letter from O'Donnell Group to Muth Holdings dated 4/12/10

ATTACHMENT 1

**City Council
Resolution No. 2010-52**

RESOLUTION NO. 2010-52

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA ADOPTING INITIAL STUDY/MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PLAN, APPROVING TENTATIVE PARCEL MAP #36056 AND DESIGN REVIEW #07-708 TO DEVELOP A BUSINESS PARK FOR MANUFACTURING AND WAREHOUSING RELATED USES ON A 64-ACRE SITE IN THE BUSINESS PARK (BP) ZONE LOCATED AT THE EASTERLY TERMINUS OF HATHAWAY STREET AND NICOLET STREET.

WHEREAS, an application for a Tentative Parcel Map #36056 and Design Review #07-708 to construct a business park for manufacturing and warehousing related uses has been duly filed by:

Property Owner:	OSI Partnership I, LLC
Applicant/Authorized Agent:	The O'Donnell Group, Inc. (Representative: Stantec Consulting Services/Patrick Osborne)
Project Location:	The easterly terminus of Hathaway Street and Nicolet Street
APN Number:	532-110-003, 008, 009; and 010
Lot Area:	Approximately 64 acres

WHEREAS, the City Council has the authority per Chapter 16.12.100 of the Banning Municipal Code to take action on Tentative Parcel Map No. 36056 and authority per 17.44.020 of the Banning Zoning Code to take action on Design Review #07-708 for the proposed construction of a 1,194,045 square feet of business park for manufacturing and warehousing related uses on a 64-acre parcel in the Business Park Zone located at the easterly terminus of Hathaway Street and Nicolet Street; and,

WHEREAS, an Initial Study/Mitigated Negative Declaration and Mitigation Monitoring Plan was prepared in accordance with the California Environmental Quality Act ("CEQA"), the State CEQA Guidelines, and the City of Banning Environmental Review Guidelines. The Initial Study/Mitigated Negative Declaration and Mitigation Monitoring Plan was made available for a 30-day public review from March 26, 2010, through April 26, 2010.

WHEREAS, on March 26, 2010, the City gave public notice by advertisement in the Record Gazette newspaper and on March 29, 2010 mailed notice to property owners' within 300 feet of the site of the availability of the Initial Study/Mitigated Negative Declaration for a 30-day public review and the holding of a public hearing at which the project would be considered on May 4, 2010 by the Banning Planning Commission; and,

WHEREAS, on April 23, 2010, the City gave another public notice by advertisement in the Record Gazette newspaper and on April 22, 2010 mailed notice to

property owners' within 300 feet of the site regarding the holding of a public hearing at which the project would be considered on May 4, 2010 by the Planning Commission; and,

WHEREAS, on May 4, 2010, the Planning Commission held the noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to, the Tentative Parcel Map #36056 and Design Review #07-708 and at which the Planning Commission considered said Tentative Parcel Map and Design Review. The Planning Commission continued the public hearing to June 1, 2010 to address the comments received from the South Coast Air Quality Management District and Caltrans District 8; and,

WHEREAS, on June 1, 2010, the Planning Commission held the public hearing at which interested persons had an opportunity to testify in support of, or opposition to, the Tentative Parcel Map #36056 and Design Review #07-708 and at which the Planning Commission continued said Tentative Parcel Map and Design Review to its meeting on June 15, 2010; and,

WHEREAS, on June 15, 2010, the Planning Commission held a duly noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to, the Tentative Parcel Map #36056 and Design Review #07-708 and at which the Planning Commission considered said Tentative Parcel Map and Design Review and recommended approval of the matter to the City Council; and,

WHEREAS, on July 2, 2010, the City gave a public notice by advertisement in the Record Gazette newspaper and on July 2, 2010 mailed notice to property owners' within 300 feet of the site regarding the holding of a public hearing at which the project would be considered on July 13, 2010 by the City Council; and,

WHEREAS, on July 13, 2010, the City Council held a duly noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to, the Tentative Parcel Map #36056 and Design Review #07-708 and at which the City Council considered said Tentative Parcel Map and Design Review; and

NOW THEREFORE, the City Council of the City of Banning does hereby resolve, determine, find, and order as follows:

SECTION 1. ENVIRONMENTAL FINDINGS.

Based upon oral and written testimony and other evidence received at the public hearing held for the project, and upon studies and investigations made by the City Council and on its behalf, the City Council does hereby determine that the Initial Study and Mitigated Negative Declaration has been prepared in compliance with the California Environmental Quality Act of 1970, as amended, and the Guidelines promulgated thereunder. The City Council exercises its independent judgment find and determine as follows:

Finding No. 1: That Sections 15063 and 15064(f)(2) of the CEQA Guidelines relating to Initial Studies and significance of environmental impacts, respectively, permits a lead agency to prepare an Initial Study/Mitigated Negative Declaration on any proposed project to analyze whether the Project may cause any significant effect on the environment. CEQA Guidelines Section 15070 further permits the adoption of Mitigated Negative Declarations when the Project has been revised, so that potential significant adverse impacts can be avoided or mitigated to a less than significant level. The Initial Study/Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Plan (MMRP) attached hereto as Attachments 2 and 3, respectively, has been completed in accordance with the requirements of such CEQA statutes and the CEQA Guidelines.

Finding No. 2: That the attached Mitigated Negative Declaration was prepared, published, circulated and reviewed in accordance with the requirements of CEQA and the City's CEQA Guidelines, and constitutes an adequate, accurate, objective and complete analysis addressing all issues relevant to the approval of the Project. A 30-day public review period for the proposed Project began on March 26, 2010 and ended on April 26, 2010. The City did not receive any public comments on the draft Initial Study/Mitigated Negative Declaration during the comment period. However, subsequent to close of the public review period and prior to receipt of the OPR letter the City received two responses on the environmental document from the SCAQMD and Caltrans District 8 (see Attachments 13 and 14). Per Government Code Section 21091(d)(1) and Section 15088 of CEQA, the City is not required to respond to these comments. However, Staff believes that it is in the best interest of the City to respond to other agencies' comments in the spirit of cooperation as these agencies are also responsible for approving permits that would be required for the project. The Air Quality Report was updated by the developer and reviewed by the City's environmental consultant and staff and was submitted to the SCAQMD.

Technical revisions to be made to the air quality study to address truck traffic and diesel emissions; however, the result of the revision did not exceed the threshold estimated by SCAQMD. Standard conditions of approval were recommended by the SCAQMD and were incorporated into the conditions of approval which are hereby incorporated by reference.

Finding No. 3: That it has reviewed and considered the information contained within the Mitigated Negative Declaration prior to acting on the proposed Project, and that the Mitigated Negative Declaration reflects the independent judgment and analysis of the City.

Finding No. 4: That the Mitigated Negative Declaration identifies all potentially significant adverse environmental impacts and feasible mitigation measures or standard conditions of approval that would reduce these impacts to a less-than-significant level. All of the mitigation measures identified in the Mitigated Negative Declaration, including those in the Mitigation Monitoring and Reporting Plan, will be adopted and implemented as Conditions of Approval for the Project. The City Council finds that on the basis of the

whole record before it, there is no substantial evidence that the Project, as mitigated in the Mitigated Negative Declaration, will have a significant impact on the environment.

Finding No. 5: That the monitoring and reporting of CEQA mitigation measures in connection with the Project will be conducted in accordance with the attached Mitigation Monitoring and Reporting Plan (Attachment 3), incorporated into the Conditions of Approval for the Project. Adoption of the Mitigation Monitoring and Reporting Plan will constitute fulfillment of the CEQA monitoring and/or reporting requirement set forth in Section 21081.6 of CEQA. All proposed mitigation measures are capable of being fully implemented by the efforts of the City of Banning, the Project applicant, or other identified public agencies of responsibility, and will reduce the environmental impacts to a less-than significant level.

Finding No. 6: That during the preparation of the Initial Study Checklist, it was determined that the Project would have no impact or have less-than-significant impact on the following environment factors: Aesthetics, Agricultural Resources, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use and Planning, Mineral Resources, Noise, Population and Housing, Public Services, Recreation, and Utilities/Services System. It was determined that the Project would have a potentially significant impact on one or more of the following environmental factors: Air Quality, Biological Resources, Cultural Resources, Geology and Soils, and Transportation/Traffic. However, mitigation measures will be implemented as part of the project which reduced the impacts to less than significant levels. Consistent with CEQA Statutes and CEQA Guidelines, the Mitigated Negative Declaration contains a full and complete explanation as to how the potentially significant impact on these environmental factors are reduced to less-than-significant impact level by the incorporation of the required mitigation measures set forth in the Mitigation Monitoring and Reporting Program attached hereto as Exhibit A and incorporated herein.

Finding No. 7: That based on the foregoing, there is no substantial evidence in light of the whole record before the City Council that the proposed Project, as revised, may have a significant effect on the environment. (CEQA Section 21064.5 (2).) Based on the Initial Study/Mitigated Negative Declaration and the fact that feasible mitigation measures were incorporated to revise the proposed Project in order to avoid the effects or mitigate the effects to the point where clearly no significant effect on the environment will occur, the Initial Study/Mitigated Negative Declaration should be adopted for the proposed Project. The Initial Study/Mitigated Negative Declaration provides the substantial evidence to support findings 1 through 6, above.

Finding No. 8: The City Council finds that the Project is consistent with the City of Banning General Plan, its goals and policies, and all applicable provisions of the Zoning Ordinance.

Finding No. 9: A notice of determination ("NOD") shall be filed with the County Clerk immediately upon approval of the Project.

SECTION 2. REQUIRED FINDINGS.

Pursuant to Banning Municipal Code Chapter 16.12.100 and Chapter 17.44.020, and in light of the record before it including the staff report dated July 13, 2010, and all evidence and testimony heard at the public hearing for this item, the City Council hereby finds as follows:

Findings for Tentative Parcel Map #36056

Finding No. 1: That the proposed Tentative Map is consistent with the applicable general and specific plans.

Findings of Fact: The General Plan land use and zoning designations for the site is Business Park (BP), which allows manufacturing and warehousing and accessory office uses as proposed by the project. The site planning, architecture, and on- and off-site circulation has considered the adjacent land uses. The parking lot and locations of the loading docks were designed in such a way that there is no exposure towards the single-family homes that are located on the west side of Hathaway Street.

The project is consistent with the General Plan Land Use Element policy which states, "The land use map shall provide for sufficient lands to provide a large range of products and services to the City and the region while carefully considering compatibility with adjacent residential lands."

In addition to the project consistency with the General Plan Land Use, the project is also consistent with the General Plan Economic Development Policy which states, "The City shall take a proactive role in the retention of existing businesses and the recruitment of new businesses, particularly those that generate and broaden employment opportunities, increase discretionary incomes, and contribute to City General Fund revenues". The proposed project will generate additional employment opportunity of approximately 430 jobs, including sales tax and property tax, which contribute to the overall well-being of the City's fiscal health.

Finding No. 2: That the design of the improvement of the proposed subdivision is consistent with the applicable general plan and specific plans.

Findings of Fact: The design of the improvements, including lot size, lot width, and lot depth for the subdivision complies with the development standards of the Business Park (BP) zone. Each of the proposed parcels provides more than the minimum requirements for lot size of 1 acre, lot width or 100' and lot depth of 100'. Additionally, the subdivision is required to provide public improvements for street, sewer, water, and drainage to serve the development which are consistent with Policy 9 of the General Plan, which states that, "All development interests, including residential, commercial, and industrial project proponents, shall be responsible for their fair share of on-site and off-site improvements required to support their development proposals. Such improvements may include, but are not limited to, street construction and signalization, grade separation, utility extension, drainage facilities, and parks."

Finding No. 3: That the site is physically suitable for the type of development.

Findings of Fact: The 64-acre site, which is zoned Business Park (BP), has adequate land area to accommodate the subdivision and the development of 12 buildings for manufacturing and warehousing, including on-site circulation, parking, and landscaping for the development.

Finding No. 4: That the site is suitable for the proposed density of development.

Findings of Fact: The 64-acre site, which is zoned Business Park (BP), has adequate land area to accommodate the density of the development of 12 buildings for manufacturing and warehousing, including on-site circulation, parking, and landscaping for the development. The building coverage for each of the parcels is less than the maximum permissible building coverage of less than 60%.

Finding No. 5: That the design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

Findings of Fact: The site is currently vacant and undeveloped. An environmental document, Initial Study/Mitigated Negative Declaration, has been prepared for the project. The findings of the environmental document concluded that there are six environmental issue areas where the project is required to incorporate mitigation measures, which included biological resources, cultural resources, geology and soils, greenhouse gas, hazards and hazardous materials, and transportation and circulation. These mitigation measures are made a part of the Mitigation Monitoring Plan for the project. With regard to injury to fish or wildlife or their habitat, a professional biologist conducted a biological-database review and surveyed the project site to evaluate the potential presence of listed or proposed threatened or endangered species or designated critical habitat on or in proximity to the site. Results of the database review and survey of the site indicate that the site has the potential for the occurrence of the Los Angeles pocket mouse and Northwestern San Diego pocket mouse. Additionally, the project site is within the Multi-Species Habitat Conservation Plan (MHSCP) habitat assessment area for the Western Burrowing Owl. The project site contains a suitable foraging habitat and burrows for Western Burrowing Owl and different bird species. Mitigation measures are recommended to be implemented to reduce the potential significant impact to these wild life species and their habitat in addition to paying the established MHSCP impact fees as follows. With these mitigation measures the project impacts are reduced to less than significant.

MM BR-1a A live-trapping study shall be conducted by a qualified biologist to determine presence/absence of Los Angeles pocket mouse and Northwestern San Diego pocket mouse. The surveys shall be conducted between April and September and shall follow CDFG protocol. If individuals are found during the survey, the biologist shall determine if the population represents a significant impact to the total population. If the

impact is determined to be less than significant, no further action is required. If the impact is determined to be potentially significant, the onsite population shall be preserved until it can be relocated to an appropriate offsite location in consultation with CDFG.

MM BR-1b A 30-day preconstruction survey for BUOW shall be done prior to any ground disturbance activities according to CDFG protocol. Any individuals found during that survey shall be relocated to an appropriate offsite location according to CDFG protocol and in consultation with CDFG.

MM BR-1c All grubbing or other vegetation removal associated with the Project site preparation shall avoid nesting season of February 15, through July 30. If such avoidance is not feasible, a qualified biologist shall conduct a focused nesting bird survey. Any active nests identified shall have highly visible construction fencing installed within a 100-foot radius of any active nest. The fencing shall remain in place until the biologist determines that the young have fledged, or that the nest is otherwise no longer active.

Finding No. 6: That the design of the subdivision or type of improvements is not likely to cause serious public health problems.

Findings of Fact: The design of the subdivision is in conformance with the City's General Plan, the Zoning Ordinance, and Subdivision Ordinance. The construction of the buildings on the site is required to comply with the California Building Code, the City's Grading Ordinance, Water Quality Management Plan with regard to storm water and runoff management and controls. In addition, the design and construction of all improvements for the subdivision is required to comply with the City Street and Public Works standards. The City's ordinances, codes, and standards have been created based on currently accepted standards and practices for the preservation of the public health, safety, and welfare. Finally, the street system and improvements proposed for the project, including on- and off-sites will improve the circulation system and emergency vehicular access for the project.

In addition, there was a Mitigated Negative Declaration (MND) completed in conjunction with the proposed project. The MND addresses the potential impacts that may result in serious public health problems. The MND concludes that there will be a less than a significant impact on air quality, less than significant impact as a result of hazardous materials, less than significant impact on hydrology and water quality. Further, there are mitigation measures to address the impacts that result from greenhouse gas emissions, as will be implemented in accordance with the Mitigation Monitoring and Reporting Plan (MMRP). Accordingly, the project is not likely to cause serious public health problems. To the extent there will be any impact to public health, the MMRP will protect the health and safety of the residents.

Finding No. 7: That the design of the subdivision or type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.

Finding of Fact: The subdivision has been designed in such a manner to provide reasonable access to the public across the site, which includes streets and utility easements.

Finding No. 8: The design of the subdivision adequately provides for future passive or natural heating and cooling opportunities in the subdivision.

Finding of Fact: Taking into consideration the local climate and existing contour and configuration of the site and its surroundings, the size and configuration of parcels within the proposed subdivision have been arranged, to the greatest extent feasible, to permit orientation of buildings in a manner that takes advantage of the natural shade or takes advantage of the prevailing breezes.

While it is recognized that greenhouse gas emission will be associated with the project, to meet the City's greenhouse gas reduction goals, the project incorporates several mitigation measures as further referenced herein including requirements for recycling or reusing construction material, use of "green building materials," as well as energy efficiency measures and water conservation and efficiency measures.

Findings for Design Review #07-708

Finding No. 1: The proposed project is consistent with the General Plan.

Findings of Fact: The General Plan land use and zoning designations for the site is Business Park (BP), which allows manufacturing and warehousing and accessory office uses as permitted uses. The project is consistent with the General Plan Land Use Element policy which states, "The land use map shall provide for sufficient lands to provide a large range of products and services to the City and the region while carefully considering compatibility with adjacent residential lands.

In addition to the project consistency with the General Plan Land Use, the project is also consistent with General Plan Economic Development Policy which states, "The City shall take a proactive role in the retention of existing businesses and the recruitment of new businesses, particularly those that generate and broaden employment opportunities, increase discretionary incomes, and contribute to City General Fund revenues". The proposed project will generate additional employment opportunity of approximately 430 jobs, including sales tax and property tax, which contribute to the overall well-being of the City's fiscal health.

Finding No. 2: The proposed project is consistent with the Zoning Ordinance, including the development standards and guidelines for the district in which it is located.

Findings of Fact: The project is proposed on a site that is zoned Business Park (BP), which allows manufacturing and warehousing and accessory office uses as permitted uses. The project as proposed meets all the development standards and guidelines of the Business Park district, which includes building setbacks, building heights, lot coverage, parking, and design guidelines. Additionally, the project is conditioned to ensure that future on-going operations of the project do not impact the surrounding land uses.

Finding No. 3: The design and layout of the proposed project will not unreasonably interfere with the use and enjoyment of neighboring existing or future development, and will not result in vehicular and/or pedestrian hazards.

Facts of Fact: The proposed project includes the development of 12 buildings for manufacturing and warehousing, including office areas as an accessory use. The site design and on-site improvements to provide parking and circulation and landscaping have been designed to address the adjacent land uses. Parking spaces for each building are provided either in between the buildings, on the side and/or at the rear of the buildings so that there is no direct exposure of parking lot activities to adjacent properties thereby minimizing noise impacts to the single-family homes that are located on the west side of Hathaway Street. The conditions prohibit any lighting that may spill over onto adjacent properties or interfere with the airport operations. In addition, on-site and off-site circulation has been considered to ensure that there is no conflict between vehicles/pedestrians. As part of the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Plan, the project is required to construct intersection improvements, including traffic signals, or pay their fair share of cost toward the improvement as referenced herein. Further said Plan requires that proper signage be installed to designate Hathaway Street as a "Truck Route."

Finding No. 4: The design of the proposed project is compatible with the character of the surrounding neighborhood.

Finding of Fact: The proposed project is in the Business Park zone and is surrounded by undeveloped land and the Orco block and is adjacent to the low-density residential zone with residential homes. The architectural design for the development is attractive, consistent with the architecture that is found for a quality business park development and meets the City's current standards. Varying sizes of glazing, horizontal reveals, varying roof height, use of varying paint colors within the same tone and contrasting paint colors will help break down the scale of each of the wall panels. The office at each corner of the building creates a unique and distinct identity for each building. Trees and walled gardens will also be part of the overall architectural image of the business park. Accent trees will provide color and interest to each building. The building setback area along Hathaway Street will be landscaped to complement the architecture of the buildings and to provide a buffer to the nearby residential uses. Additionally, landscaping is proposed along the project perimeter to break-up the building mass and provide natural cooling and shade.

SECTION 3. CITY COUNCIL ACTIONS.

The City Council hereby takes the following actions:

1. **Adopt Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program** (Exhibit "A"). In accordance with Public Resources Code Section 21152(a) and CEQA Guidelines Section 15063(b) (2) the City Council hereby adopt Initial Study/Mitigated Negative Declaration and Mitigation Monitoring Plan and directs the Community Development Director to prepare and file with the Clerk for the County of Riverside a notice of determination as provided under Public Resources Code Section 21152(a) and CEQA Guidelines Section 15094.
2. **Approve Tentative Parcel Map #36056 and Design Review #07-708.** Tentative Parcel Map #36056 and Design Review #07-708 are hereby approved subject to the Conditions of Approval attached hereto and incorporated herein by reference as Exhibit "B".

PASSED, APPROVED AND ADOPTED this 13th day of July, 2010.

Robert E. Botts,
Mayor, City of Banning

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

David J. Aleshire
Aleshire & Wynder, LLP
City of Banning, California

ATTEST:

Marie A. Calderon
City Clerk

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution, No. 2010-52, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 13th day of July 2010, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

**Banning Business Park
Mitigation Monitoring and Reporting Plan
Tentative Parcel Map #36056 and Design Review #07-708**

#	Mitigation Measure	Method of Verification	Timing of Verification	Responsible for Verification	Date	Comments	Initials
BIOLOGICAL RESOURCES							
MM BR-1a	A live-trapping study shall be conducted by a qualified biologist to determine presence/absence of Los Angeles pocket mouse and Northwestern San Diego pocket mouse. The surveys shall be conducted between April and September and shall follow CDFG protocol. If individuals are found during the survey, the biologist shall determine if the population represents a significant impact to the total population. If the impact is determined to be less than significant, no further action is required. If the impact is determined to be potentially significant, the onsite population shall be preserved until it can be relocated to an appropriate offsite location in consultation with CDFG.	Direct observations, live-trapping by a qualified wildlife biologist	Between April and September and shall follow CDFG protocol	Community Development Director or Designee			
MM BR-1b	A 30-day preconstruction survey for BUOW shall be done prior to any ground disturbance activities according to CDFG protocol. Any individuals found during that survey shall be relocated to an appropriate offsite location according to CDFG protocol and in consultation with CDFG.	Direct observations, site inspections by a qualified biologist	30 days prior to ground breaking disturbances	Community Development Director or Designee			
MM BR-1c	All grubbing or other vegetation removal associated with the Project site preparation shall avoid nesting season of February 15, through July 30. If such avoidance is not feasible, a qualified biologist shall conduct a focused nesting bird survey. Any active nests identified shall have highly visible construction fencing installed within a 100-foot radius of any active nest. The fencing shall remain in place until the biologist determines that the young have fledged, or that the nest is	Direct observations, site inspections by a qualified biologist	During the nesting season (February 15 through July 30)	Community Development Director or Designee			

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Banning Business Park
Mitigation Monitoring and Reporting Plan
Tentative Parcel Map #36056 and Design Review #07-708 (Cont.)

#	Mitigation Measure	Method of Verification	Timing of Verification	Responsible for Verification	Date	Verification Record Comments	Initials
	otherwise no longer active.						
CULTURAL RESOURCES							
MM CR-4a	The California State Health and Safety Code § 7050.5 states that no further construction or disturbance within 100 feet shall occur until the County Coroner has made the necessary findings as to the origin and disposition according to CEQA regulations and Public Resources Code (PCR) § 5097.98. If the Coroner determines the remains are Native American in origin, the Native American Heritage Commission (NAHC) will be notified and, in turn, the person determined to be the Most Likely Descendant (MLD). The MLD will provide recommendations for treatment of the remains in accordance with the following: CEQA Guidelines § 15064.5; Health and Safety Code § 7050.5; Public Resources Code §§ 5097.94 and 5097.98.	Direct observations, site inspections by a qualified paleontologist	During grading and excavation	Community Development Director or Designee			
GEOLOGY AND SOILS							
MM GEO-2a	The Proposed Project shall submit a Storm Water Pollution Prevention Plan (SWPPP) for construction-related activities, and will mitigate any potentially significant erosion impacts.	construction-related activities, review and approval of SWPPP	Prior to issuance of building permits	Public Works Director/City Engineer.			

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Banning Business Park

Mitigation Monitoring and Reporting Plan

Tentative Parcel Map #36056 and Design Review #07-708 (Cont.)

#	Mitigation Measure	Method of Verification	Timing of Verification	Responsible for Verification	Date	Verification Record Comments	Initials
MM GEO-3a	The initial site clearing and grubbing shall include removal of any surficial vegetation, including the grass and weed growth, shrubs, and brush, as well as the surficial layer of topsoil and root mat material. The surficial topsoil and mate material may be blended with the underlying native soils within the over excavation areas based on the extent of remedial grading required onsite. The final soil mixture shall not contain more than two percent of organic materials by weight; the organic content of the mixture should be determined in the field by the geotechnical engineer, paid by the developer. Based on the organic content and stability of the soil observed, the actual extent of the site stripping should be determined in the field by the geotechnical engineer.	Direct observation and site inspection	Prior to the issuance of a building permit	Public Works Director/City Engineer.			
MM GEO-3b	Loose or softened soils shall be removed from the two washes that transverse the site in northwest to southeast directions. These washes are expected to be underlain by 3 to 5-feet plus of loose or softened soils; however, the amount of soil removed from these areas shall be determined by the geotechnical engineer at the time of site grading.	Direct observation and site inspection by geotechnical engineer	Prior to the issuance of a building permit	Public Works Director/City Engineer.			
MM GEO-3c	Low strength soils shall be removed from the proposed building pad areas. Based on conditions observed at the trench conditions, the existing soils shall be excavated to a depth of at least 4 feet below the proposed building pad subgrade elevation and to a depth of 4 feet below existing grade, whichever is greater. Soils not directly underlying the general building pad but within the influence zones of the new foundations shall be	Direct observation and site inspection	Prior to the issuance of a building permit	Public Works Director/City Engineer.			

**Banning Business Park
Mitigation Monitoring and Reporting Plan
Tentative Parcel Map #36056 and Design Review #07-708 (Cont.)**

#	Mitigation Measure	Method of Verification	Timing of Verification	Responsible for Verification	Date	Verification Record Comments	Initials
MM GEO-3d	overexcavated to a depth of 3 feet below the proposed bearing grade. Other overexcavation guidelines, which are found within the Project's geotechnical report, must be complied with to mitigate potential impacts.	Direct observation and site inspection	Prior to the issuance of a building permit	Public Works Director/City Engineer			
GREEN HOUSE GAS							
MM GCC-1	To the extent feasible and to the satisfaction of the City, the following measures shall be incorporated into the design and construction of the project (including specific building projects): <ul style="list-style-type: none"> • Use locally produced and/or manufactured building materials for at least 10 percent of the construction materials used for the project; • Recycle/reuse at least 50 percent of the demolished construction material (including, but not limited to, soil, vegetation, concrete, lumber, metal, and cardboard); and • Use "Green Building Materials," such as those materials that are resource efficient, and recycled and manufactured in an environmentally friendly way for at least 10 percent of the project. 	Building and improvement plan, direct observation and onsite inspection	Prior to the issuance of a building permit	Community Development Director or designee			

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Banning Business Park
Mitigation Monitoring and Reporting Plan
Tentative Parcel Map #36056 and Design Review #07-708 (Cont.)

#	Mitigation Measure	Method of Verification	Timing of Verification	Responsible for Verification	Date	Verification Record Comments	Initials
MM GCC-1 Cont.	<p>Energy Efficiency Measures.</p> <ul style="list-style-type: none"> • Design all project buildings to exceed California Building Code's Title 24 energy standard, including, but not limited to any combination of the following: <ul style="list-style-type: none"> • Increase insulation such that heat transfer and thermal bridging is minimized; o • Limit air leakage through the structure or within the heating and cooling distribution system to minimize energy consumption; and • Incorporate ENERGY STAR or better rated windows, space heating and cooling equipment, light fixtures, appliances or other applicable electrical equipment. • Provide a landscape and development plan for the project that takes advantage of shade, prevailing winds, and landscaping; • Install efficient lighting and lighting control systems. Use daylight as an integral part of lighting systems in buildings; • Install light colored "cool" roofs and cool pavements; • Install energy efficient heating and cooling systems, appliances and equipment, and control systems; and • Install solar or light-emitting diodes (LEDs) for outdoor lighting. 	Building and improvement plan, direct observation and onsite inspection	Prior to the issuance of a building permit	Community Development Director or designee			

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Banning Business Park
Mitigation Monitoring and Reporting Plan
Tentative Parcel Map #36056 and Design Review #07-708 (Cont.)

#	Mitigation Measure	Method of Verification	Timing of Verification	Responsible for Verification	Date	Verification Record Comments	Initials
MM GCC-1 Cont.	<p>Water Conservation and Efficiency Measures.</p> <ul style="list-style-type: none"> • Devise a comprehensive water conservation strategy appropriate for the project and location. The strategy may include the following, plus other innovative measures that might be appropriate: Create water-efficient landscapes within the development; <ul style="list-style-type: none"> • Install water-efficient irrigation systems and devices, such as soil moisture-based irrigation controls; • Use reclaimed water for landscape irrigation within the project. Install the infrastructure to deliver and use reclaimed water; • Design buildings to be water-efficient. Install water-efficient fixtures and appliances, including low-flow faucets, dual-flush toilets and waterless urinals; and • Restrict watering methods (e.g., prohibit systems that apply water to nonvegetated surfaces) and control runoff. 	Building and improvement plan, direct observation and onsite inspection	Prior to the issuance of a building permit	Public Works Director			
MM GCC-1 Cont.	<p>Solid Waste Measures.</p> <ul style="list-style-type: none"> • Provide interior and exterior storage areas for recyclables and green waste and adequate recycling containers located in public areas; and • Provide employee education about reducing waste and available recycling services. 	Building and improvement plan, direct observation and onsite inspection	Prior to the issuance of a building permit	Public Works Director			

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Banning Business Park
Mitigation Monitoring and Reporting Plan
Tentative Parcel Map #36056 and Design Review #07-708 (Cont.)

#	Mitigation Measure	Method of Verification	Timing of Verification	Responsible for Verification	Date	Verification Record Comments	Initials
HAZARDS AND HAZARDOUS MATERIAL							
MM HAZ-1	The following shall be prohibited from the project site: <ul style="list-style-type: none"> Any use which would direct a steady light of red, white, green, or amber colors associated with airport operations toward an aircraft engaged in an initial straight climb following takeoff or toward an aircraft engaged in a straight final approach toward a landing at the Banning Airport, other than an FAA-approved navigational signal light or visual approach slope indicator; Any use which would cause sunlight to be reflected toward an aircraft engaged in initial straight climb following takeoff or toward an aircraft engaged in a straight final approach toward a landing at the Banning Airport; Any use which would generate a significant source of smoke or vapor or which could attract large concentrations of birds, or which may otherwise affect safe air navigation within the area shall be prohibited; and Any use which would generate electrical interference that may be detrimental to the operation of aircraft and/or aircraft instrumentation. 	Direct observation and onsite inspection	Prior to the issuance of a building permit	Public Works Director			
MM HAZ-2	Refuse and recycling containers at the project site shall be covered to prohibit attracting any wildlife to the project site.	Direct observation and onsite inspection	Prior to the issuance of a building permit	Public Works Director			

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Banning Business Park
Mitigation Monitoring and Reporting Plan
Tentative Parcel Map #36056 and Design Review #07-708 (Cont.)

#	Mitigation Measure	Method of Verification	Timing of Verification	Responsible for Verification	Verification Record	
					Date	Comments Initials
MM HAZ-3	Federal Aviation Administration Form 7460, Notice of Proposed Construction or Alteration, shall be completed prior to final approval of the project's final improvement plans. Refer to http://forms.faa.gov/forms/faa7460-1.pdf for more information.	Federal Aviation Administration Form 7460, Notice of Proposed Construction or Alteration Direct observation and onsite inspection	Prior to final approval of the project's final improvement plan	Public Works Director		
MM HAZ-4	Review by the Riverside County Airport Land Use Commission shall be conducted prior to final approval of the Project's facility improvement plans.	Review by the Riverside County Airport Land Use Commission	Prior to final approval of the Project's facility improvement plans	Public Works Director		
TRANSPORTATION AND CIRCULATION						
MM T-1a	Near-term (Year 2011) -Phase 1 Improvements. Prior to the issuance of building permits, the developer shall construct/provide fair share the following improvements. Hargrave Street at I-10 Westbound Ramp • Install a signal Hargrave Street at I-10 Eastbound Ramp • Install a signal	Direct observation and inspection of improvements	Prior to the issuance of occupancy permit	Public Works Director/City Engineer		
MM T-1b Cont.	Buildout (Year 2020) Improvements. Prior to the issuance of building permits, the developer shall construct/provide fair share the following improvements. Ramsay Street at Hathaway Street • Southbound Approach: Widen to provide one left-turn lane, one all way lane, and one right-turn lane.	Direct observation and inspection of improvements	Prior to the issuance of occupancy permit	Public Works Director/City Engineer		

EXHIBIT "A"

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Banning Business Park
Mitigation Monitoring and Reporting Plan
Tentative Parcel Map #36056 and Design Review #07-708 (Cont.)

#	Mitigation Measure	Method of Verification	Timing of Verification	Responsible for Verification	Date	Verification Record Comments	Initials
	<ul style="list-style-type: none"> • Eastbound Approach: Widen to provide two left-turn lanes and two through lanes. Hargrave Street at I-10 Westbound Ramp • Southbound Approach: Widen to provide two through lanes and one free right-turn lane. • Westbound Approach: Widen to provide one left-turn lane, one shared left/through lane, and one free right-turn lane. Hargrave Street at I-10 Eastbound Ramp • Eastbound Approach: Widen to provide one left-turn lane, one shared left/through lane, and one right-turn lane with a signal overlap. 						
MM T-1b Cont.	This intersection would require capacity enhancements greater than those specified in the General Plan to provide acceptable levels of service during peak hours with the addition of forecast traffic growth, including the project. Northbound and westbound dual left-turn lanes would be required as well as an additional through capacity on the northbound and southbound intersection approaches. These types of improvements do not seem feasible due to the extensive right-of-way acquisition that would be required and the spacing between Ramsey Street and the westbound freeway ramps.	Direct observation and inspection of improvements	Prior to the issuance of occupancy permit	Public Works Director/City Engineer			
MM T-1b Cont.	It is recommended that this intersection be improved according to the General Plan and that traffic improvements be implemented above and beyond those improvements to be determined by extensive future traffic monitoring and engineering studies. The proposed project proponent as well as future cumulative projects	Direct observation and inspection of improvements	Prior to the issuance of occupancy permit	Public Works Director/City Engineer			

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Banning Business Park
Mitigation Monitoring and Reporting Plan
Tentative Parcel Map #36056 and Design Review #07-708 (Cont.)

#	Mitigation Measure	Method of Verification	Timing of Verification	Responsible for Verification	Date	Verification Record Comments	Initials
MM T-1b Cont.	would have a fair share responsibility toward future improvements as they will contribute traffic volumes to this location. At present, Hathaway Street is used as traffic route and is a designated traffic route in the City's General Plan. However, prior to occupancy, Hathaway Street shall be signed as "Truck Route" by the applicant.	Direct observation and inspection of improvements	Prior to the issuance of occupancy permit	Public Works Director/City Engineer			

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COMMUNITY DEVELOPMENT
DEPARTMENT

EXHIBIT "B"

July 13, 2010

PROJECT #: Design Review (DR) #07-708 / Tentative Parcel Map #36056
SUBJECT: Conditions of Approval
APPLICANT: The O'Donnell Group, Inc.
LOCATION: Nicolet Street east of Hathaway Street (APN 532-110-003, -008, -009, -010)

I. General/On-Going.

Community Development Department

1. The applicant shall indemnify, protect, defend, and hold harmless, the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, from any and all claims, demands, lawsuits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolutions procedures (including, but not limited to arbitrations, mediations, and other such procedures), (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, the action of, or any permit or approval issued by, the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City), for or concerning the project, whether such Actions are brought under the California Environmental Quality Act, the Planning and Zoning Law, the Subdivisions Map Act, Code of Civil Procedure Section 1085 or 1094.5, or any other state, federal, or local statute, law, ordinance, rule, regulation, or any decision of a competent jurisdiction. It is expressly agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City's defense, and that applicant shall reimburse City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. City shall promptly notify the applicant of any Action brought and City shall cooperate with applicant in the defense of the Action.
2. The issuance of these Conditions of Approval do not negate the requirements of the Engineering/Public Works Department or submittal, review, and approval of:

Street improvement plans, signing and striping plans, grading plans, storm drain improvement plans, street lighting plans, water, sewer, and electrical improvement plans, or other plans as deemed necessary by the City Engineer.

3. Construction shall commence within two (2) years from the date of project approval, or the Design Review shall become null and void. Additionally, if after commencement of construction work is discontinued for a period of one year the Design Review shall become null and void. Projects may be built in phases if pre-approved by the review authority. The Community Development Director may, upon a written application being filed 30 days prior to expiration and for good cause, grant a one time extension not to exceed 12 months. Upon granting of an extension, the Community Development Director shall ensure that the Design Review complies with all current Ordinance provisions.
4. The use of Parcel 11 and Parcel 12 for Tentative Parcel Map (TPM) 36056 shall be restricted to High Cube Warehousing; otherwise, a revised traffic impact analysis and parking study shall be required using the appropriate trip generation rate. Any additional mitigation measures identified by the study shall be implemented in accordance with the City standards at the time of change of use. If the use is so intensified, the developer shall be responsible for placing and constructing the necessary improvements to the onsite development and public facilities.
5. A copy of the signed resolution of approval or Community Development Director's letter of approval and all conditions of approval (with conditions from Banning Fire Services attached) and any applicable mitigation measures shall be reproduced in legible form on the grading plans, building and construction plans, and landscape and irrigation plans submitted for review and approval as required by the reviewing department.
6. The applicant shall comply with all conditions of approval stipulated by the Airport Land Use Commission (ALUC) project review including any requirements stipulated by the Federal Aviation Administration (FAA) Aeronautical Study.
7. The site shall be developed and maintained in accordance with the stamped approved plans dated July 13, 2010 which include site plans, architectural elevations, exterior materials and colors, landscaping, and grading on file in the Planning Division; the conditions contained herein; and, municipal code regulations.
8. Approval of this entitlement shall not waive compliance with any sections of the Development Code, other applicable City Ordinances, in effect at the time of building permit issuance.

9. If human remains are encountered during grading and other construction excavation, the developer/owner shall stop/cease work in the immediate vicinity and the County Coroner shall be contacted pursuant to State Health and Safety Code Section 7050.5.
10. In the event that Native American cultural resources are discovered during project development/construction, all work in the immediate vicinity of the find shall cease and a qualified archeologist meeting the Secretary of Interior Standards shall be hired to access the find. Work on the overall project may continue during this assessment period. If significant Native American cultural resources are discovered, for which a Treatment Plan must be prepared, the developer or his archeologist shall contact the Morongo Band of Mission Indians ("Tribe"). If requested by the Tribe, the developer of the project archeologist shall, in good faith, consult on the discovery and its disposition.
11. Trash collection shall occur between the hours of 8:00 a.m. and 6:00 p.m. only.
12. All graffiti shall be removed immediately or within 72 hours of notice from the City.
13. The entire site shall be kept free from trash and debris at all times and in no event shall trash and debris remain for more than 24 hours.
14. The property owner shall permanently maintain all parking lot signs and markings in a clear and visible manner.
15. Maintenance/Cleaning of the parking lot shall not occur between 10 p.m. and 6 a.m. daily.
16. The property owner shall continually maintain all landscaped areas on-site, as well as contiguous planted areas within the parkway in accordance with the approved landscape and irrigation plan. All landscaped areas shall be kept free from weeds and debris and maintained in healthy and thriving condition, and shall receive regular pruning, fertilizing, mowing, and trimming. Any damaged, dead, diseased, or decaying plant material shall be replaced within 30 days of notice from the City.
17. Sign program for the project shall be submitted to the Community Development Director for review and approval.
18. Any future walls (block, wrought iron, or retaining) to be constructed for the project shall be subject to review and approval by the Community Development Director through Design Review.

19. Exterior wall mounted lighting shall be decorative box type fixtures in a prefinished color to match the building. Wall fixtures shall be consistent with any pole mounted fixtures required to maintain minimum lighting levels.
20. There shall be no light spillover onto the adjacent properties from the parking lot lighting and/or exterior building lighting, including outdoor security lighting. All lighting fixtures shall not have a visible light source, must be shielded and directed downward and away from adjoining properties and public rights-of-way.
21. Trash enclosure shall be provided with three, decorative walls with enhanced wall cap and a gate, in a style compatible with the structure's architecture. The gate shall be maintained in working order and shall remain closed except when in use.
22. All roof-mounted equipment or utility equipment on the side of the structure, or on the ground, shall not be visible from adjacent properties, the public rights-of-way or the parking lot. Any architectural screening that is proposed to shield the roof-mounted equipment shall be compatible in terms of colors and materials of the building. Landscape screening for ground mounted equipment shall be of sufficient size and quantity to fully screen the equipment.
23. There shall be no visible storage of any items including garbage, building, or manufacturing materials or junk, in any portion of the project.
24. There shall be no truck parking on Hathaway Street, of any trucks that serves the project site, to minimize exposure to diesel emission to neighbors that are situated on the west side of Hathaway Street.
25. There shall be no trucks serving the project site from unnecessarily traversing through residential neighborhoods.
26. There shall be no trucks serving the project site from using residential areas and repairing vehicles on any streets.
27. The developer/owner of the project shall reduce truck idling time to a maximum of five (5) minutes within the warehouse/distribution center.
28. Buildings 1 through 10 shall be limited to a maximum of 42, five (5)-axle trucks per day. The developer shall enforce this condition by keeping a daily log in accordance with Conditions #29 and 30 below.
29. The developer/owner of the project shall establish a diesel minimization plan for on- and off-road diesel mobile sources and shall only allow heavy duty trucks onsite such that facility wide average daily emissions meet or exceed 2010 truck emission standards pursuant to California Code of Regulations Title 13, Article 4.5, Chapter 1, Section 2025 and shall establish a daily log of all trucks that enter the site, which include license plates, model year, and certification number and which shall be kept on the premises for inspection by the City during business

hours. The developer/owner shall submit a certified copy of the quarterly report of the inspection logs for diesel mobile sources to the City.

30. The developer/owner of the project shall be responsible for having site enforcement staff trained/certified in accordance with the California Air Resources Board guidelines on how diesel technology works in order to implement the diesel minimization plan for the project.
31. The developer/owner shall include in the tenant lease an education program to inform truck drivers of the health effects of diesel particulate and importance of reducing their idling time. A copy of the tenant lease shall be provided to the City prior to issuance of a business license and occupancy of the lease space.
32. The developer/owner shall establish a public outreach program and conduct periodic community meetings to address issue from neighbors. This information shall be included in the tenant lease and shall be provided to the City prior to issuance of a business license and occupancy of the lease space.
33. Comply with all environmental mitigation measures, as detailed in the Mitigated Negative Declaration or the Mitigation Monitoring and Reporting Plan, as approved by the City Council at their regularly scheduled meeting held on July 13, 2010 and attached in Exhibit "A" to this Conditions of Approval.
34. The developer shall comply with the Fire Department Conditions of Approval dated March 11, 2010.
35. The project shall at all times comply with all Federal, State, County and City laws, codes, regulations and standards including those that relate to hazardous materials.

Public Works Department

36. A Public Works Permit shall be required prior to commencement of any work within the public right-of-way. The contractor working within the public right-of-way shall submit proof of a Class "A" State Contractor's License, City of Banning Business License, and Liability Insurance. Any existing public improvements, or public improvements not accepted by the City that are damaged during construction shall be removed and replaced as determined by the City Engineer or his/her representative.
37. The extension of Wilson Street shall be protected from debris flow from drainage areas to the north and west. This protection may require the construction of debris basins in combination with storm drain pipes in accordance with Riverside County Flood Control and Water Conservation District design standards.
38. The following improvement plans shall be prepared by a Civil Engineer licensed by the State of California; and, submitted to the Engineering Division for review

and approval. A separate set of plans shall be prepared for each line item listed below. Unless otherwise authorized in writing by the City Engineer, the plans shall utilize the minimum scale specified and shall be drawn on 24" x 36" Mylar film. Plans may be prepared at a larger scale if additional detail or plan clarity is desired (Note: the applicant may be required to prepare other improvement plans not listed here pursuant to improvements required by other agencies and utility purveyors).

Rough Grading Plans	1" = 40' horizontal
(All conditions of approval shall be reproduced on last sheet of set)	
Haul Route Plans	1" = 40' horizontal
Clearing Plans	1" = 50' horizontal
(Include fuel modifications zones)	
(Include construction fencing plan)	
Erosion Control & Storm Water	
Pollution Prevention Plan (SWPPP)	1" = 40' horizontal
(Note: a, b, c & d shall be reviewed and approved concurrently)	
Storm Drain Plans	1" = 40' horizontal
Street Improvement Plans	1" = 40' horizontal
1" = 4' vertical	
Traffic Signal Plans (Caltrans Standard)	1" = 20' horizontal
Signing & Striping Plans	1" = 40' Horizontal
Construction Traffic Control Plan	1" = 40' Horizontal
(Major or arterial highways only)	
Precise Grading Plans	1" = 40' Horizontal
Landscaping Plans-Streets	1"=20' Horizontal

39. Other engineered improvement plans prepared for City approval that are not listed herein shall be prepared in formats approved by the City Engineer prior to commencing plan preparation.
40. All off-site plan and profile street improvement plans and signing & striping plans shall show all existing improvements for a distance of at least 200-feet beyond the project limits, or at a distance sufficient to show any required design transitions.
41. All on-site signing and striping plans shall show the following at a minimum: stop signs, limit lines and legends, no parking signs, raised pavement markers (including blue raised pavement markers at fire hydrants) and street name signs per Public Works standard plans and/or as approved by the City Engineer.
42. A small index map shall be included on the title sheet of each set of plans, showing the overall view of the entire work area.
43. The applicant shall not grant any easements over any property subject to a requirement of dedication or irrevocable offer of dedication to the City of Banning or the Riverside County Flood Control (RCFCD) and Water

Conservation District unless such easements are expressly made subordinate to the easements to be offered for dedication to the City or RCFCDD. Prior to granting any of said easements, the applicant shall furnish a copy of the proposed easements to the City Engineer for review and approval.

44. All street improvement design shall provide pavement and lane transitions per Caltrans standards for transition to existing street sections.
45. In accordance with the approved landscape and irrigation plan, the applicant shall plant and perpetually maintain trees, shrubs, and ground cover placed in the parkway, slopes adjacent to public right-of-ways, and median islands constructed in connection with the project. This includes providing irrigation and the clearing of debris and weed removal.
46. Driveway grades shall not exceed eight percent unless approved by the City Engineer.
47. Parking areas shall be designed and improved with grades not to exceed five percent slope.
48. Construction debris shall be disposed of at a certified recycling site. It is recommended that the developer contact the City's franchised solid waste hauler for disposal of construction debris.
49. Plan check fees for professional report review (geotechnical, drainage, etc.), and all improvement plans review, shall be paid prior to submittal of said documents for review and approval in accordance with the fee schedule in effect at the time of submittal.
50. In addition, the developer will be assessed a maintenance fee in order for the City to maintain the proposed sewer lift station. The fee will be established at the time of the issuance of permits to construct the lift station and will be listed in the project's Conditions, Covenants & Restrictions (CC & R's) as approved by the City Engineer.

Electric Utility Department

51. The developer shall be responsible for all trenching, backfill, and compaction of electric installations.

II. Prior to Issuance of Grading Permits.

Community Development Department

52. All site, grading, landscape, irrigation, and street improvement plans shall be coordinated for consistency such as grading, tree removal, encroachments,

building location, etc. or prior to final map approval in the case of a subdivision, or approved use has commenced, whichever comes first.

53. The developer shall submit a construction access plan and schedule for the development of the project for Community Development Director and City Engineer approval; including, but not limited to, public notice requirements, special street posting, phone listing for community concerns, hours of construction activity, dust control measures, and security fencing.
54. The following notation shall be placed on the grading plan: "No more than three days prior to removing trees, shrubs or tall herbaceous vegetation during the breeding season for migratory birds (February 15 to August 31) a qualified biologist shall conduct a nesting bird survey."

Public Works Department

55. Grading of the subject property shall be in accordance with the City of Banning grading standards, and accepted grading practices as reviewed and approved by the City Engineer. The final grading plan shall be in substantial conformance with the approved conceptual grading plan.
56. A preconstruction meeting shall be held for all participating field personnel, including all appropriate City staff, prior to the commencement of construction activities.
57. A soils report and geological report shall be prepared by a qualified engineer and geologist, respectively, licensed by the State of California to perform such work. Said report shall be reviewed and approved by the City Engineer. The applicant or developer shall be required to comply with all recommendations of said report.
58. The applicant shall obtain any necessary clearances and/or permits from the following agencies:

Fire Marshal
Public Works Department (Grading Permit, Improvement Permit)
Community Development Department
Riverside County Environmental Health Department
California Regional Water Quality Control Board Colorado River Basin (RWQCB)
South Coast Air Quality Management District (SCAQMD)
Riverside County Flood Control District (RCFCD)

59. The applicant is responsible for meeting all requirements of permits and/or clearances from the above listed agencies. When the requirements include approval of improvement plans, the applicant shall furnish proof of such approvals when submitting improvements plans to the City.

60. All utility systems including gas, electric, telephone, water, sewer, storm drain, and cable TV shall be provided underground, with easements provided as required, designed and submitted for review and approval. Said items shall be constructed in accordance with City codes and the utility provider. Telephone, cable TV, and/or security systems shall be pre-wired.
61. In accordance with the approved plans, the applicant shall acquire or confer property rights necessary for the construction or proper functioning of the proposed project/development. Conferred rights shall include right-of-way dedications, irrevocable offers to dedicate or grant of easements to the City for emergency services, maintenance, utilities, storm drain facilities, or temporary construction purposes including the reconstruction of essential improvements.
62. Submit a copy of the title report, closure calculations, and any separate instruments or necessary right-of-way documents to the Engineering Division for review and approval of the City Engineer prior to grading plan approval.
63. Submit a Drainage Study with hydrologic and hydraulic analysis for developed and undeveloped (existing) conditions to the Engineering Division for review and approval. The study and analysis shall be prepared by a civil engineer licensed by the State of California. Drainage design shall be in accordance with Banning Master Drainage Plan adopted by Riverside County Flood Control and Water Conservation District (RCFCD), RCFCD Hydrology Manual, and standard plans and specifications. The 10-year storm flow shall be contained within the street curbs, and the 100-year storm shall be contained within the street right-of-way; when this criteria is exceeded, additional drainage facilities shall be designed and constructed.
64. If the site is located in a Flood Area as identified in the current Flood Insurance Rate Map the developer is responsible for providing a certification by a registered professional engineer or architect demonstrating that encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.
65. The project grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage areas, outlet points and outlet conditions. Otherwise, a drainage easement shall be obtained for the release of concentrated or diverted storm flows. The project shall accept and convey storm flows from the adjacent property to the north and west.
66. The applicant shall comply with Chapter 13.24 "Stormwater Management and Discharge Controls" of the Banning Municipal Code (BMC); California Building Code related to excavation and grading; and, the State Water Resources Control Board's orders, rules and regulations.

67. For construction activities including clearing, grading or excavation of land that disturbs one (1) acre or more of land, or that disturbs less than one (1) acre of land, but which is a part of a construction project that encompasses more than one (1) acre of land, the applicant shall be required to submit a Storm Water Pollution Protection Plan (SWPPP) and file a Notice of Intent (NOI) with the Regional Water Quality Control Board.
68. The applicant's SWPPP shall include provisions for all of the following Best Management Practices ("BMPs"):
- Temporary Soil Stabilization (erosion control).
 - Temporary Sediment Control.
 - Wind Erosion Control.
 - Tracking Control.
 - Non-Storm Water Management.
 - Waste Management and Materials Pollution Control.
69. All erosion and sediment control BMPs proposed by the applicant shall be approved by the City Engineer prior to any onsite or offsite grading, pursuant to this project. The approved SWPPP and BMPs shall remain in effect for the entire duration of project construction until all improvements are completed and accepted by the City. The applicant shall ensure that the required SWPPP is available for inspection at the project site at all times through and including acceptance of all improvements by the City.
70. Grading and excavations in the public right-of-way shall be supplemented with a soils and geology report prepared by a professional engineer or geologist licensed by the State of California. A grading permit shall be obtained prior to commencement of any grading activity. Prior to issuance of any grading or building permit a Project-Specific Water Quality Management Plan (WQMP) shall be reviewed and approved in accordance with California Regional Water Quality Control Board Colorado River Basin Region Order No. R7-2008-0001.
71. The applicant shall submit and obtain approval in writing from the Fire Marshall for the plans for all public or private access roads, drives, streets, and alleys. The plans shall include plan and sectional views and indicate the grade and width of the access road measured flow-line to flow-line. When a dead-end access exceeds 150 feet or when otherwise required, a clearly marked fire apparatus access turnaround must be provided and approved by the Fire Marshall. Applicable covenant, conditions or restrictions or other approved documents shall contain provisions which prohibit obstructions such as speed bumps/humps, control gates or other modifications within said easement or access road unless prior approval of the Fire Marshall is granted.

Electric Utility Department

72. Submit detailed plans indicating lot lines, streets, easements, building layout, anticipated loading information, etc. These plans are required in electronic format. We currently use AutoCad2009. Plans should consist of a plot plan, site plan, one line diagram of proposed electrical main service panel and a sheet showing load calculations by an Electrical Engineer. Additional sheets may be required upon request.

III. Prior to Filing of Final Map.

Public Works Department

73. All public improvement plans shall be reviewed and approved by the City Engineer.
74. Dedicate a well site consisting of 180 feet by 100 feet at the northeasterly corner of the project.
75. Applicant shall obtain a 40' wide easement for access purposes from the adjacent owner (Orco Block) for the construction and maintenance of the emergency access road. Construct a 26' wide all weather surface for Wilson Street as an emergency access road from Hathaway Street to the westerly project boundary, using the alignment of the existing access road within the future alignment of Wilson Street on the adjacent property. All-weather surface treatment shall comply with the City and the California Department of Forestry (operating as the City's Fire Services) requirements.
76. Offer to dedicate to the City of Banning for public purposes the right-of-way for Wilson Street fronting the project site as an Arterial Highway; 55 feet one-half width. Offers of dedication shall include the corner cut-off at intersections. Construct full half street improvements in accordance with City standards fronting the project site along Wilson Street, including street lighting, curb and gutter, sidewalk, parkway landscaping, asphalt concrete paving, traffic signs and striping, and any transitions. Applicants' geotechnical engineer shall provide the design of the pavement section based upon the Caltrans method.
77. Offer to dedicate to the City of Banning for public purposes the right-of-way for the Nicolet Street easterly extension; 66 feet full width. The Nicolet Street extension shall align with the prolongation of existing Nicolet Street. Offers of dedication shall include the corner cut-off at intersections. Construct the easterly Nicolet Street extension; 44 feet curb to curb full width in accordance with City standards including street lighting, curb and gutter, sidewalk, parkway landscaping, asphalt concrete paving, traffic signs and striping, and any transitions.
78. Offer to dedicate to the City of Banning for public purposes the right-of-way for the North-South Collector Street; 33 feet one-half width (45 feet will be required

if the additional 12 feet cannot be obtained from the adjoining property owner). The North-South Collector Street shall intersect at right angles with the Nicolet Street extension at the easterly limits of the extension of Nicolet Street and connecting to Wilson Street dedication. Offers of dedication shall include the corner cut-off at intersections. Construct the North-South Collector Street; 34 feet curb to edge of pavement one-half width in accordance with City standards. The west side half street shall include street lighting, curb and gutter, sidewalk, parkway landscaping, asphalt concrete paving, traffic signs and striping, and any transitions.

79. Offer to dedicate to the City of Banning for public purposes the additional right-of-way for Hathaway Street fronting the site as an Arterial Highway; 50 feet one-half (an easterly half street pavement width of 43 feet and an easterly parkway width of 7 feet). Offers of dedication shall include the corner cut-off at intersections. Construct full half street improvements for the widening of Hathaway Street fronting the project site in accordance with City standards including street lighting, curb and gutter, commercial style drive approaches, sidewalk, asphalt concrete paving, traffic signs and striping. Street width transitions to existing pavement shall be in accordance with Caltrans standards. Where the transverse slope of the existing pavement exceeds 3% the applicant shall remove pavement and join the existing pavement surface. Applicants' geotechnical engineer shall provide the design of the pavement section based upon the Caltrans method.
80. Offer to dedicate to the City of Banning easements to maintain any slopes supporting public right-of-ways. Maintenance easements shall extend 10 feet beyond the toe of slope.
81. Prepare plans for full half street improvements in accordance with City standards along Ramsey Street from Hathaway Street to a point easterly of Hathaway Street in order to provide a dedicated right turn only lane onto Hathaway Street. The improvements plans shall also include street lighting, curb and gutter, sidewalk, asphalt concrete paving, traffic signs and striping, and any transitions. Applicants' geotechnical engineer shall provide the design of the pavement section based upon the Caltrans method. Applicant shall pay fair share of said improvements based on the approved plans.
82. Construct median islands in accordance with City standards along Wilson Street frontage and Hathaway Street frontage. In lieu of construction, the property owner shall agree to participate in a future assessment district to construct median islands, or other surety may be offered in accordance with Banning Municipal Code.
83. Pay fair share of estimated cost to construct intersection improvements including traffic signals at Interstate 10 Westbound Ramp and Hargrave Street and Interstate 10 Eastbound Ramp and Hargrave Street. The fair share amount shall

be determined based on engineering estimates prepared by the applicant subject to the review and approval of the City Engineer.

84. Pay fair share of estimated cost to remove and replace pavement markings and traffic signs along Hathaway Street from Wilson Street to Ramsey Street to establish a collector roadway in connection with existing conditions at the time of construction. The fair share amount shall be determined based on engineering estimates prepared by the applicant subject to the review and approval of the City Engineer.
85. Pay fair share of estimated cost to remove and replace pavement markings and traffic signs along Hargrave Street from Ramsey Street to Lincoln Street in connection with the construction of the traffic signals at the freeway ramps. The fair share amount shall be determined based on engineering estimates prepared by the applicant subject to review and approval by the City Engineer.
86. Prior to the issuance of any certificate of occupancy, all fire hydrants shall have a blue reflective pavement marker indicating the hydrant location on the street as approved by the Fire Marshall, and must be maintained in good condition by the property owner until the street is accepted for maintenance.
87. Pay fair share of estimated cost to remove and replace pavement markings and traffic signs along Ramsey Street from 500 feet east of Hathaway Street to Hargrave Street in connection with existing conditions at the time of construction. Pay fair share of estimated cost to construct a dedicated right turn pocket shall be provided for the turning movement to northbound Hathaway Street. The fair share amount shall be determined based on engineering estimates prepared by the applicant subject to review and approval by the City Engineer.
88. Design and construct the following water lines;
 - i. 16" DIP water line on Hathaway Street from Ramsey Street to Nicolet Street and on Nicolet Street from Hathaway Street to the westerly boundary of the Caltrans parcel.
 - ii. 8" DIP water line on the proposed Nicolet Street from Hathaway Street, which loops the project and ties into the new 16" waterline per item i. The developer is responsible for obtaining a 20' wide easement for said line from the related property owner.
 - iii. 8" DIP on proposed Street "B" from Nicolet Street to the north, then west on Wilson Street to its terminus on Hathaway Street.
 - iv. 16" DIP water line from the proposed well site at the northeasterly corner of the project to Hathaway Street via Street "B" and Nicolet Street (Design only, except as noted per item i.).
 - v. Install necessary blowoff and airvac assemblies at the low and high points, respectfully.

89. Design and construct the following sewer lines and facilities:
- i. Lift station with minimum 6" force main to connect to sewer main located at Nicolet Street and Hathaway Street. Developer is to dedicate necessary land for lift station including appurtenances (emergency generator, SCADA system, etc.) to the City of Banning.

All gravity sewer lines shall be a minimum of 8" extra strength Vitrified Clay Pipe and the sewer laterals shall be a minimum of 6" diameter.

90. A sewer check valve shall be provided for each lot with a finished pad elevation lower than the rim elevation of the immediate up-stream sewer manhole.
91. A property owners' association shall be established promptly following grading permit issuance and the applicable Conditions, Covenants & Restrictions (CC & R's), shall be prepared for review and approval of the City Engineer providing for maintenance of the parkway, slopes adjacent to public right-of-ways, any debris basins and median island landscaping. The developer shall appoint the members of the Board of Directors of the property owners' association, or take such other steps as may be reasonably necessary to assure that members have been appointed or elected to such Board of Directors, until under the terms of the applicable CC & R's individual lot owners have the power to elect the members of the Board of Directors in accordance with the CC & R's.
92. The, CC & R's shall contain provisions which prohibit dissolution of the property owners' association unless another entity has agreed to assume the operation and maintenance responsibilities of the property owners' association. The CC & R's shall contain provisions that prohibit the developer and his/her successors-in-interest from amending said covenants, conditions and restrictions to conflict with these conditions of approval, City codes and/or standards.
93. The CC & R's shall be subject to prior review and approval of the City Attorney. The applicant or developer shall bear the cost of the review.
94. Access drives to the public right-of-way shall be restricted to those approved by the City Engineer as shown on the approved plans.
95. Public Works Inspection fees shall be paid in accordance with the fee schedule in effect at time of time of scheduling; water and sewer connection fees including frontage fees and water meter installation charges shall be paid on a per lot basis at the time of building permit issuance in accordance with the fee schedule in effect at that time; a plan storage fee shall be paid for any engineering plans that may be required in accordance with the fee schedule in effect at the time the fee is paid; a Traffic Control mitigation fee shall be paid; a fee shall be paid to Riverside County Flood Control and Water Conservation District in the amount

specified by them to perform plan checking for drainage purposes if necessary for the proposed project.

96. Security for the construction of public improvements including grading may be submitted in accordance with Government Code Section 66499 and shall be as follows:

Faithful Performance Bond - 100% of estimated cost
Labor and Material Bond - 100% of estimated cost
Monumentation Bond - \$7,500.00

Securities for the public improvements shall be on file with the City Clerk prior to scheduling the final map for approval by City Council. Unit prices for bonding estimates shall be those specified or approved by the City Engineer.

97. Submit a copy of the title report, closure calculations, and any separate instruments or necessary right-of-way documents to the Engineering Division for review and approval of the City Engineer prior to final map approval.
98. A map of the proposed subdivision drawn at 1"=200' scale showing the outline of the streets including street names shall be submitted to the City to update the city atlas map.
99. An original Mylar of the final map (after recordation) shall be provided to the City for the record files.
100. A record of all street centerline monument ties shall be submitted to the Engineering Division upon completion of improvements or prior to release of Monumentation Bond.
101. Right of way or easement acquisitions necessary to implement any portion of this map, including public improvements, shall be obtained by the developer at its sole expense prior to the City's consideration of the final map which encompasses the particular improvement. The developer shall notify the City in writing no more than 120 days and no less than 60 days in advance of filing the final map related to the acquisition if City assistance is needed to complete the acquisition pursuant to Government Code Section 66462.5. Funds in an amount of 100% of the estimated acquisition costs shall be deposited with the City to cover appraisal, right of way agent, and legal fees and costs incurred to secure the necessary property.

IV. Prior to the Issuance of Building Permit.

Community Development Department

102. The applicant shall cause the final map to be recorded.

103. Obtain clearance and/or permits from the Banning Unified School District
104. A detailed on-site lighting plan, including a photometric diagram, shall be reviewed and approved by the Community Development Director and Police Department. Such plan shall indicate style, illumination, location, height, and method of shielding so as not to adversely affect adjacent properties in accordance with the Zoning Code. Lighting fixtures shall be shielded or recessed to prevent spillage to the adjacent properties. The lighting fixture design shall compliment the architecture of the site. Additionally, all lighting plans and installations shall conform to the requirements of the conditions stipulated by the Airport Land Use Commission (ALUC) and Federal Aviation Administration (FAA) review.
105. Plans for any security gates to secure the building premises shall be submitted for the Community Development Director, City Engineer, and City of Banning Fire Marshal review and approval. Security gates will not be allowed to block any public street.
106. A complete landscape/irrigation package prepared by a landscape architect licensed by the State of California shall be reviewed and approved by the Planning Division prior to issuance of building permit. The plans shall include the following elements:
 - i. Water conservation concept statement.
 - ii. Calculation of maximum applied water allowance.
 - iii. Calculation of estimated total water use.
 - iv. Landscape design plan.
 - v. Irrigation design plan.
 - vi. Grading design plan.
 - vii. Soil analysis.
 - viii. Certificate of substantial completion.
107. The final design of the perimeter parkways, walls, landscaping, and sidewalks shall be included in the required landscape plans and shall be subject to Community Development Director review and approval and coordinated for consistency with any parkway landscaping plan, which may be required by the Engineering Division.
108. All landscaping and irrigation shall be designed to conserve water through the principles of Xeriscape in accordance with Zoning Code requirements.
109. Building and Safety plans shall be submitted for plan check and approval. All plans shall be marked with the project number (i.e., DR #07-708). The applicant shall comply with 2007 California Building Codes, and all other applicable codes,

ordinances, and regulations in effect at the time of permit application including but not limited to those regulations that relate to ground movement.

110. The applicant shall pay development impact fees at the established rate. In accordance with City Council Resolution No. 2008-58, payment of development impact fees may be deferred to certificate of occupancy. Such fees may include, but are not limited to: Transportation Development Fee, Drainage Fee, School Fees, Permit and Plan Checking Fees. Applicant shall provide a copy of the school fees receipt to the Building and Safety Division prior to permit issuance.
111. Projects subject to flood hazards shall implement standards for flood hazard reduction in accordance with Banning Municipal Code Section 15.64 including, but not limited to, anchoring, construction materials and methods, elevation and floodproofing, and utilities.

Public Works Department

112. All utility systems including gas, electric, telephone, water, sewer, and cable TV shall be provided for underground, with easements provided as required, and designed and constructed in accordance with City codes and the utility provider. Telephone, cable TV, and/or security systems shall be pre-wired.
113. A precise grading plan shall be submitted to the City Engineer for review and approval. Precise grading plans shall include perimeter walls with top of wall and top of footing elevations shown. All footings shall have a minimum of 1-foot of cover, and/or sufficient cover to clear any obstructions.
114. The applicant shall provide a lot pad certification stamped and signed by a qualified civil engineer or land surveyor. Each pad certification shall list the pad elevation as shown on the approved grading plan, the actual pad elevation and the difference between the two, if any. Such pad certification shall also list the relative compaction of the pad soil.
115. The developer shall prepare a water conservation plan to reduce water consumption in the landscape environment using xeriscape principles. "Xeriscape" shall mean a combination of landscape features and techniques that in the aggregate reduce the demand for and consumption of water, including appropriate low water using plants, non-living ground-cover, a low percentage of turf coverage (limited to 25% of the planted area), permeable paving and water conserving irrigation techniques and systems. A low water-using drought tolerant plant includes species suited to our climate, requiring less water in order to grow well.
116. Fire hydrants shall be installed within and on the project boundaries as per the approval plans, at a 250' maximum spacing.

117. Provide fire flow calculations for the project and construct the necessary facilities to meet those flows for the project.
118. Water Connection Fees shall be paid per EDU (EDU is based upon meter size), Sewer Connection Fees shall be paid per EDU (EDU is based upon the estimated quality and quantity of discharge), and payment of Water Meter Installation Charges for each building in accordance with the fee schedule in effect at the time the fees are paid. Also, pay all water and sewer frontage fees and recycled/irrigation water fees, if applicable, and in accordance with the fee schedule in effect at the time the fees are submitted, prior to plan checking proceedings.
119. The developer shall participate in the City's recycling program by providing two trash receptacles, one for regular trash and one for recycling, within the trash enclosure. The trash enclosure shall be designed and constructed in such a manner to accommodate a recycling bin as well as the necessary solid waste containers.

Electric Utility Department

120. Pay required fees - electrical permit, plan check fee, inspection fees, meter fee and cost of electrical apparatus for completing the underground line extension.
121. Grant easement for electric facilities installation/maintenance, etc.

V. Prior to the Issuance of Certificate of Occupancy.

Community Development Department

122. Prior to any use of the project site, or business activity being commenced thereon, all Conditions of Approval shall be completed to the satisfaction of the Community Development Director.
123. All ground-mounted utility appurtenances such as transformers and AC condensers shall be located out of public view and adequately screened through the use of a combination of concrete or masonry walls, berming, and/or landscaping to the satisfaction of the Community Development Director.
124. All building numbers and individual units shall be identified in a clear and concise manner, including proper illumination.
125. Provide for the following design features in each trash enclosure, to the satisfaction of the Community Development Director:
 - i. Architecturally integrated into the design of the project.

- ii. Separate pedestrian access that does not require the opening of the main doors and to include self-closing pedestrian doors.
 - iii. Large enough to accommodate two trash bins (see Public Works Dept for details).
 - iv. Trash bins with counter-weighted lids.
 - v. Architecturally treated overhead shade trellis, or cover.
 - vi. Chain link screen on top to prevent trash from blowing out of the enclosure and designed to be hidden from view.
126. The buildings shall be constructed in substantial compliance with the design elements as depicted in Attachment 8 approved by the City Council at their regularly scheduled meeting held on July 13, 2010; and, in accordance with Zoning Code regulations.
127. All roof appurtenances, including air conditioners and other roof mounted equipment and/or projections shall be shielded from view and the sound buffered from adjacent properties and streets as required by the Planning Division. Such screening shall be architecturally integrated with the building design and constructed to the satisfaction of the Community Development Director. Details shall be included in building construction plans.
128. All parking spaces shall be 9 feet wide by 19 feet long minimum. When a side of any parking space abuts a building, wall, support column, or other obstruction, the space shall be a minimum of 11 feet wide.
129. A 25 foot parking setback from the curb face shall be maintained at the driveway fronting all public streets.
130. All parking lot landscape islands shall have a minimum interior dimension of 6 feet in width and shall contain a 12-inch walk adjacent to any parking stall (including curb width).
131. Decorative paving shall be required at all driveway entrances in accordance with the requirements of the Zoning Code and City Engineer and Community Development Director.
132. All parking spaces shall be striped per City standards and all loading zones, driveway aisles, entrances, and exits shall be striped per City standards. Each exit from a parking area shall be clearly marked with a "Stop" sign.
133. A minimum of 20% of trees planted shall be 36 inch box or larger specimens; and, a minimum of 50% trees planted shall be 24 inch box or larger specimens.
134. Within parking lots, trees shall be planted at a rate of at least one 24 inch box tree for every four parking spaces. The maximum spacing between trees in parking areas shall be 30 feet.

135. All parking areas shall provide at least 30% permanent shading for parked vehicles within two years of occupancy.
136. Trees shall be planted in areas of public view adjacent to and along structures, including all 12 buildings, at a rate of at least one tree per 30 linear feet of building.
137. The slopes within any detention basin shall be irrigated and landscaped with appropriate ground cover for erosion control. Slope planting shall include a permanent irrigation system.

Public Works Department

138. The applicant shall furnish the City with reproducible record drawings on Mylar of all improvement plans that were approved by the City Engineer. Each sheet shall be clearly marked "As-Built" or "As-Constructed" and shall be stamped and signed by the engineer or surveyor certifying the accuracy and completeness of the drawings. The applicant shall have all AutoCAD or raster-image files submitted to the City, revised to reflect the "As-Built" conditions.
139. Offer to dedicate to the City of Banning an aviation easement for the airspace related to the operation of Banning Municipal Airport.
140. Traffic Signals along Hargrave Street at I-10 ramps and Ramsey Street shall operate interconnected (coordinated operation). Pay fair share for interconnection improvements based on engineering estimates prepared by the applicant subject to review and approval of the City Engineer.
141. Any public improvements damaged during the course of construction shall be replaced to the satisfaction of the City Engineer, or his/her designee.
142. All required public improvements for the project shall be completed, tested, and approved by the Engineering Division. A labor and materials, and faithful performance bond will be executed for the traffic signal construction (required herein), agreeing to complete the same within one year of approval.
143. The applicant shall execute a Stormwater Management Facilities Agreement guaranteeing the maintenance of stormwater pollution controls. Said agreement shall be subject to prior review and approval by the City Attorney. The applicant of developer shall bear the cost of the review. Said approved agreement shall be recorded with the Riverside County Recorder and run with the land.
144. An automatic sprinkler system and landscaping shall be installed within the parkway fronting Hathaway Street and Wilson Street and the interior collector streets. The system shall include a landscape controller, a separate water meter

and electric meter, and plantings as approved by the Community Development Director. Landscaping plans and specifications shall be reviewed and approved by the City Engineer and shall be incorporated in the plans required at conditions # 106 and 107.

145. Landscape improvements shall be certified by a licensed landscape architect or licensed landscape contractor as having been installed in accordance with the approved detailed plans and specifications. The applicant shall furnish said certification, including an irrigation management report, for each landscape irrigation system and any other required implementation report determined applicable, to the City Engineer for review and approval.
146. Street name signs and traffic control devices including traffic legends and traffic striping shall be installed, or relocated in accordance with Caltrans Standards and as shown on the approved plans, and/or as directed by the City Engineer.
147. Construct intersection improvements including traffic signals at Hathaway Street and Nicolet Street. The developer may request a Reimbursement Agreement for the design and construction of the improvements in this condition. The Reimbursement Agreement is subject to prior review and approval by the City Attorney. The applicant or developer shall bear the cost of the review.
148. Prepare plans for intersection improvements including traffic signals at Hathaway Street and Ramsey Street. The design shall include a dedicated left turn pocket on Ramsey Street for northbound Hathaway Street. Pay fair share amount of construction cost based on engineering estimates prepared by the applicant subject to review and approval of the City Engineer.
149. Prepare improvement plans for the widening of Hathaway Street, as an Arterial Highway; 50 feet one-half (an easterly half street pavement width of 43 feet and an easterly parkway width of 7 feet), from Ramsey Street to the southerly project limits. Plans shall include street lighting, curb and gutter, commercial style drive approaches, sidewalk, asphalt concrete paving, traffic signage, striping and any transitions. Where the traverse slope of the existing pavement exceeds 3% the plans shall show removal and replacement of pavement. Applicant's geotechnical engineer shall provide the design of the pavement section based upon the Caltrans method. There shall be a dedicated southbound right turn only lane onto Ramsey Street. Pay fair share amount of construction costs based on engineering estimates prepared by the applicant subject to review and approval of the City Engineer.
150. Monuments and center line ties shall be certified and submitted to the City Engineer for review and approval.

Electric Utility Department

151. The developer shall provide all conduits, vaults, and other materials associated with electric facility installations (except cables and their terminations).

152. The developer shall install Streetlight poles and conduits.
153. Secondary service entrance conductors to be provided and installed by the developer.

FIRE DEPARTMENT CONDITIONS:

The following codes and standards quoted in this review response are selected from the various regulations that apply to this development. Other regulations that are not included on this review response may also apply after additional information is provided.

General Conditions FIRE DEPARTMENT

With respect to the conditions of approval for the referenced project, the Fire Department recommends the following fire protection measures be provided accordance with Riverside County Ordinances and/or recognize fire protection standards:

1. SHELL BUILDINGS

THESE CONDITIONS ARE FOR A SHELL BUILDING ONLY.

Shell building will receive a shell final only. No certificate of Occupancy (human occupant and/or materials) will be issued until the building occupants Has been identified with their occupancy classification and have been Conditioned by Riverside County Fire Department. Occupant or tenant Identification is imperative for orderly and prompts processing.

Upon identification of the occupant or tenant a Fire Protection Analysis report Maybe required prior to establishing the requirements for the occupancy permit. Failure to provide comprehensive data analysis and/or technical information Acceptable to the Fire Department may result in project delays.

A complete commodity listing disclosing type, quantity, level of hazard and potential For "Reactivity" must be provided within 15 days. The forgoing is necessary to properly occupancy classify the building (s). Failure to provide comprehensive Data and/or highly technical information will result in project delay and Requirement for a complete Fire Protection Study for review.

2. RESPONSIBILITY

It is the responsibility of the recipient of these Fire Department conditions to Forward them to all interested parties. The building permit number is required on all correspondence: (i.e. general contractor, superintendent, owner, subcontractors, etc).

3. APPROVED SYSTEM

All of the following conditions titled "Prior to Final Inspection", and/ or any type of fire suppression systems, must be approved, inspected and finalized by the Riverside County Fire Department, prior to Building and Safety's Final inspection. the Fire Department letter of conditions, job card and approved plans must be at the job site for all inspections.

4. HIGH PILE/RACK STORAGE

A separate permit may be required for high-pile storage and/or racks. Sprinkler Plans and/or sprinkler review must be submitted by a licensed sprinkler contractor with storage and/or rack plans to Riverside County Fire Department for review and approval of the 2007 CFC Chapters 24 and 34 compliance. Complete Chapters 24 and 34 information re: all commodities stored, rack dimensions, placement in building, sprinkler densities, etc. must be provided with suppression system for racks and/or high-pile storage review. A complete listing of commodities, Classified using CFC Article 81, 2007 Edition and NFPA 13, 2007 Edition guidelines by a licensed Fire Protection Engineer (or other consultant approved by this jurisdiction).

5. ROOFING MATERIAL

All buildings shall be constructed with Class B roofing materials as per the California Building Code.

6. BLUE DOT REFLECTOR

Blue retro reflective pavement markers shall be mounted on private street, public streets and driveways to indicate location of fire hydrants. Prior to installation, placement of markers must be approved by Riverside County Fire Department.

7. SUPER FIRE HYDRANT

Super fire hydrant (s) (6" x 4" x 2 ½") shall be located not less than 25 feet or More than 165 feet from any portion of the building as measured along approved vehicular travel ways.

8. ABOVE/UNDERGROUND TANK PERMITS

Applicant/developer shall be responsible for obtaining under/aboveground fuel, Propane, chemical and mixing liquid storage tank permits from the Riverside County Fire Department. Underground and chemical tank plans must be approved by the Environmental Health Department prior to submitting plans to the Fire

Department. (Fire Department needs to review the Environmental Health Approved Set) Plans must be in triplicate and submitted with the current fee for review and Approval prior to installation. Aboveground fuel/mixed liquid tank(s) shall meet the following standard:

Tank must be tested and labeled to UL 2085 Protection Tank Standard or SwRI 93-01. The test must include the Projectile Penetration Test and the Heavy Vehicle Impact Test. A sample copy of the tank's label from an independent test laboratory must be included with your Plans. (TANK PLANS CANNOT BE SUBMITTED TO THE FIRE DEPARTMENT UNTIL A BUILDING PERMIT HAS BEEN ISSUED, CONTACT FIRE DEPARTMENT FOR GUIDELINE HANDOUT)

9. RAPID HAZMAT BOX

Rapid entry Hazardous Material data and key storage cabinet shall be installed on outside of the building. Plans shall be submitted to the Riverside County Fire Department for approval prior to installation

10. HIGH PILE/RACK STORAGE

A separate permit is required for high pile storage and/or racks. Sprinkler Plans and/or sprinkler review must be submitted by a licensed sprinkler Contractor with storage and/or rack plans to Riverside County Fire Department for review and approval of the 2007 CFC Chapters 24 and 34 compliance. Complete Chapters 24 and 34 information re: all commodities stored, rack dimensions, placement in building, etc. must be provided with suppression system for racks and/or high-pile storage review. A complete listing of commodities classified using UFC Chapters 24 and 34, 2007 Edition, and NFPA 13, 2007 Edition guidelines by a licensed Fire protection Engineer (or other consultant to approve by this jurisdiction.)

11. GATE ENTRANCES

Gate entrances shall be at least two feet wider than the width of the traffic lane (s) serving that gate. Any gate providing access from a road to a driveway shall be located at least 35 feet from the roadway and shall open to allow vehicle to stop without obstructing traffic on the road. Where a one-way road with a single traffic lane provides access to a gate entrance, 40 foot turning radius shall be used.

12. ADDRESS AT CONSTRUCT

During the construction of this project, the site address shall be clearly posted at the job site entrance. This will enable incoming emergency equipment and the inspectors to locate the job-site from the assigned street location. Number shall be a minimum of 24 inches in height.

13. PROHIBITED H MATERIALS

It is prohibited to use/process or store any material in this occupancy that Would classify it as "H" occupancy per the 2007 Uniform Building Code.

PRIOR TO GRADING PERMIT ISSUANCE:

14. WATER PLANS

The applicant or developer shall separately submit two copies of the water system plans to the Fire Department for review. Plans shall conform to the fire hydrant types, location and spacing, and the system shall meet the fire flow requirements. Plans shall be signed/approved by a registered civil engineer and the local water company with the following certification: "I certify that the design of the water system is in accordance with the requirements prescribed by the Riverside County Fire Department."

PRIOR TO BUILDING PERMIT ISSUANCE:

15. ACCESS ROADS

All fire department access roads shall be as Banning Engineering standards, items #75, 76, and 77 of the Public Works Department street conditions.

Fire apparatus access roads and water supplies for fire protection are required to be in service prior to and during the time of construction. (C.F.C., sec. 501.4)

Fire hydrant required on Hathaway Street with a spacing not exceeding 250'.

Fire vehicle access shall be provided by either temporary or permanent roads, capable of supporting vehicle loading under all weather conditions. Temporary vehicle access shall be maintained until permanent fire apparatus access roads are available. (C.F.C., sec. 1410.1)

CFC D102.1, shall be able to support at least 75,000 pounds.

All fire department access roads shall have a 28' radius minimum, larger radiuses may exist when detailed building drawings are submitted. [CFC Appendix D]

16. WATER CERTIFICATION

The applicant or developer shall be responsible to submit written certification from the water company noting the location of the existing fire hydrant and that the existing water system is capable of delivering 2,750 GPM fire flow for a 2 hours duration at 20 PSI residual operating pressure. If a water system currently

does not exist, the applicant or developer shall be responsible to provide written certification that financial arrangements have been made to provide them.

17. WATER PLANS

The applicants or developer shall separately submit two copies of the water system plans to the Fire Department for review and approval. Calculated velocities shall not exceed 100 feet per second. Plans shall conform to the fire hydrant types, location and spacing, and the system shall meet the fire flow requirements. Plans shall be signed and approved by a registered civil engineer and the local Water Company with the following certification: "I certify that the design of the water system is in accordance with the requirements prescribed by the Riverside County Fire Department."

18. DESIGNATED AREAS

Existing fire lanes shall be maintained, additional fire lanes may be required. Contact Fire Department for guideline handout.

19. EXTINGUISHERS

Install portable fire extinguishers with a minimum rating of 2A-10BC one per 3000 sq. ft. or 75 feet of travel distance. Fire extinguishers located in the public Areas shall be in recess cabinets mounted 48 inches to the center above floor level with maximum 4 inch projection from the wall. (extinguishers must have current CSFM service tag affixed)

20. SUPER FH/FLOW

Approved super fire hydrants (6" x 4" x 2 1/2") with a fire flow of 2,750 GPM, shall be installed within 165 feet of all public use type buildings and any recreational vehicle type storage area.

21. SPRINKLER SYSTEM

Install a complete fire sprinkler system per NFPA 13 2007 edition (13D and 13R system are not allowed) in all buildings requiring a fire flow of 1500 GPM or greater sprinkler system (s) with pipe size in excess of 4" inch diameter will require the project structural engineer to certify (wet signature) the stability of the building system for seismic and gravity loads to support the sprinkler system. All fire sprinkler risers shall be protected from any physical damage. The post indicator valve and fire department connection shall be located to the front, within 50 feet of a hydrant, and the minimum of 25 feet from the building (s). A statement that the building (s) will be automatically fire sprinkled must be included on the title page of the building plans.

Applicant or developer shall be responsible to install a Central Station Monitored Fire Alarm System. Monitoring System shall monitor the fire Sprinkler system (s) water flow, P.I.V.'s and all control valves. Plans must be submitted to the Fire Department for approval prior to installation. Contact Fire Department for guideline handout.

21. AUTO/MAN FIRE ALARM

Applicant or developer shall be responsible to install a manual and automatic Fire Alarm System. Plans must be submitted to the Fire Department for approval prior to installation.

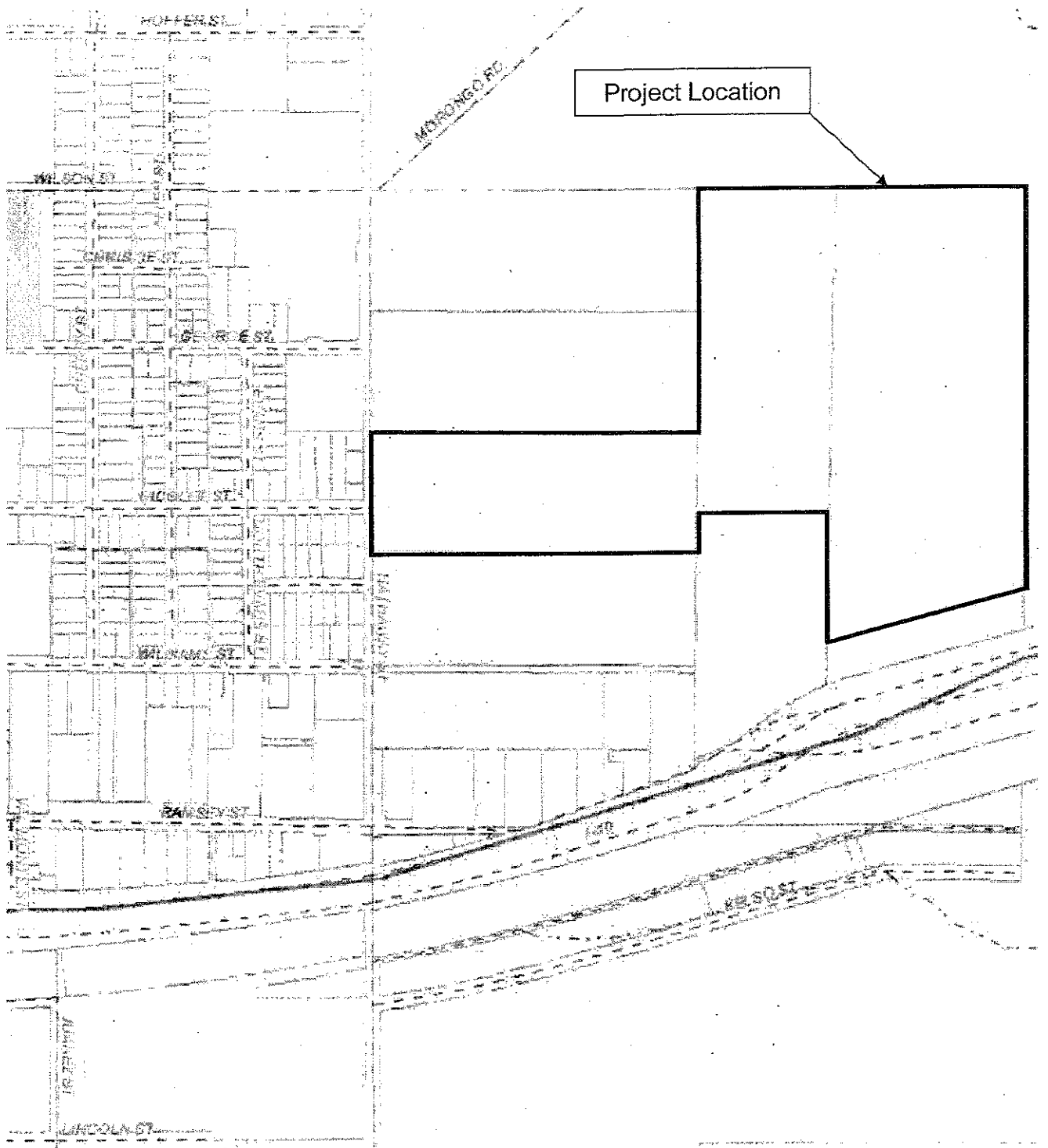
22. TITLE 19

Comply with Title 19 of the California Administrative Code.

Doug Clarke
Asst. Fire Marshal
Banning Fire Services
(951) 922-3211
dclarke@ci.banning.ca.us

ATTACHMENT 2

Location Map

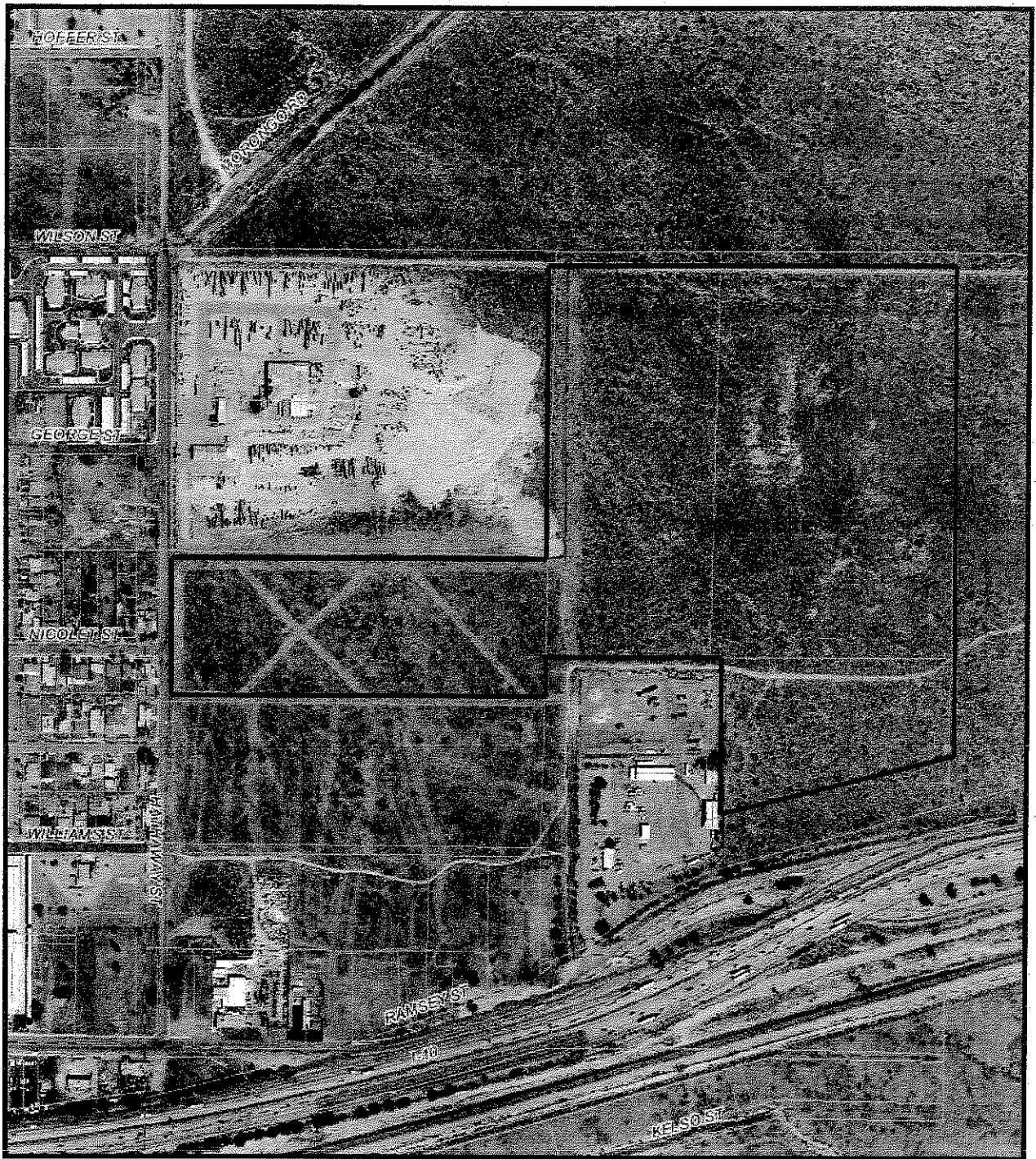


Not to Scale

Location Map
Banning Business Park
TTM #36056/DR #07-708

ATTACHMENT 3

Aerial Map



Not to Scale

Aerial Photo

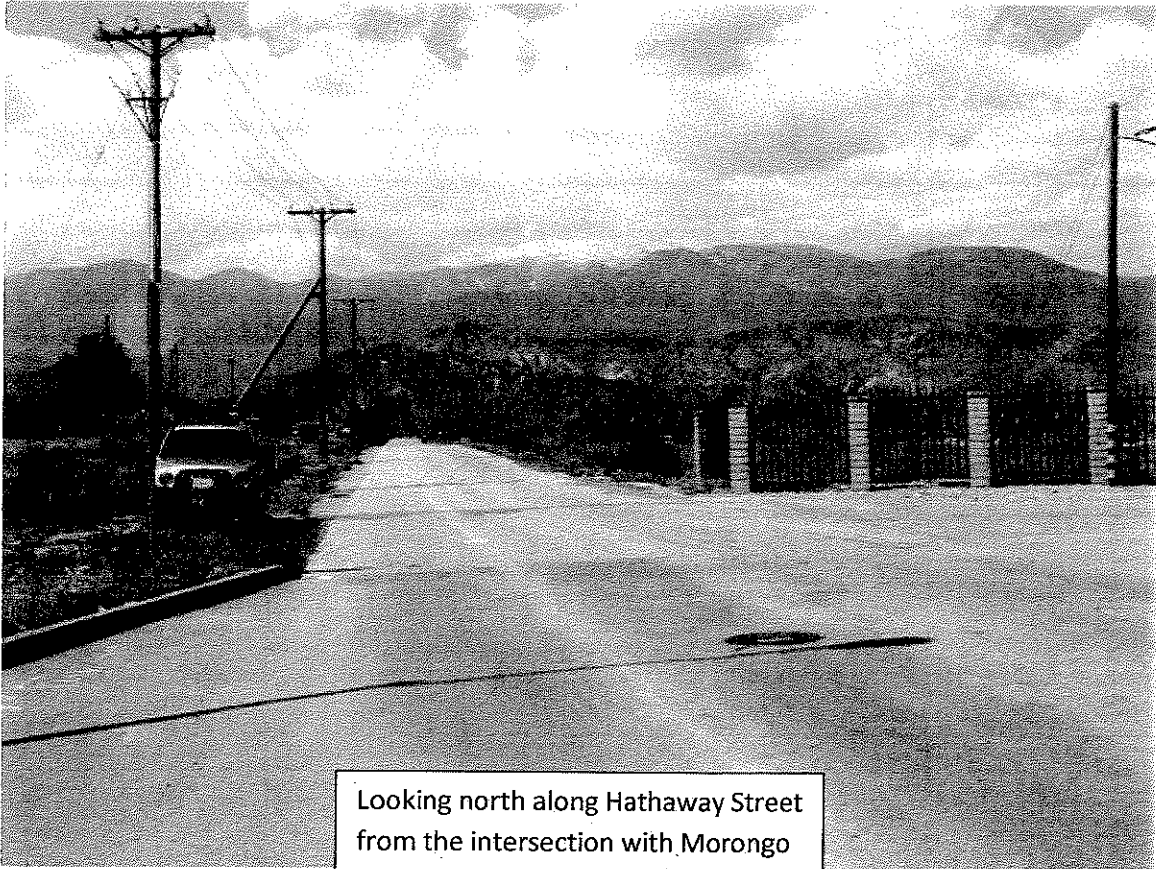
Banning Business Park

TTM #36056/DR #07-708

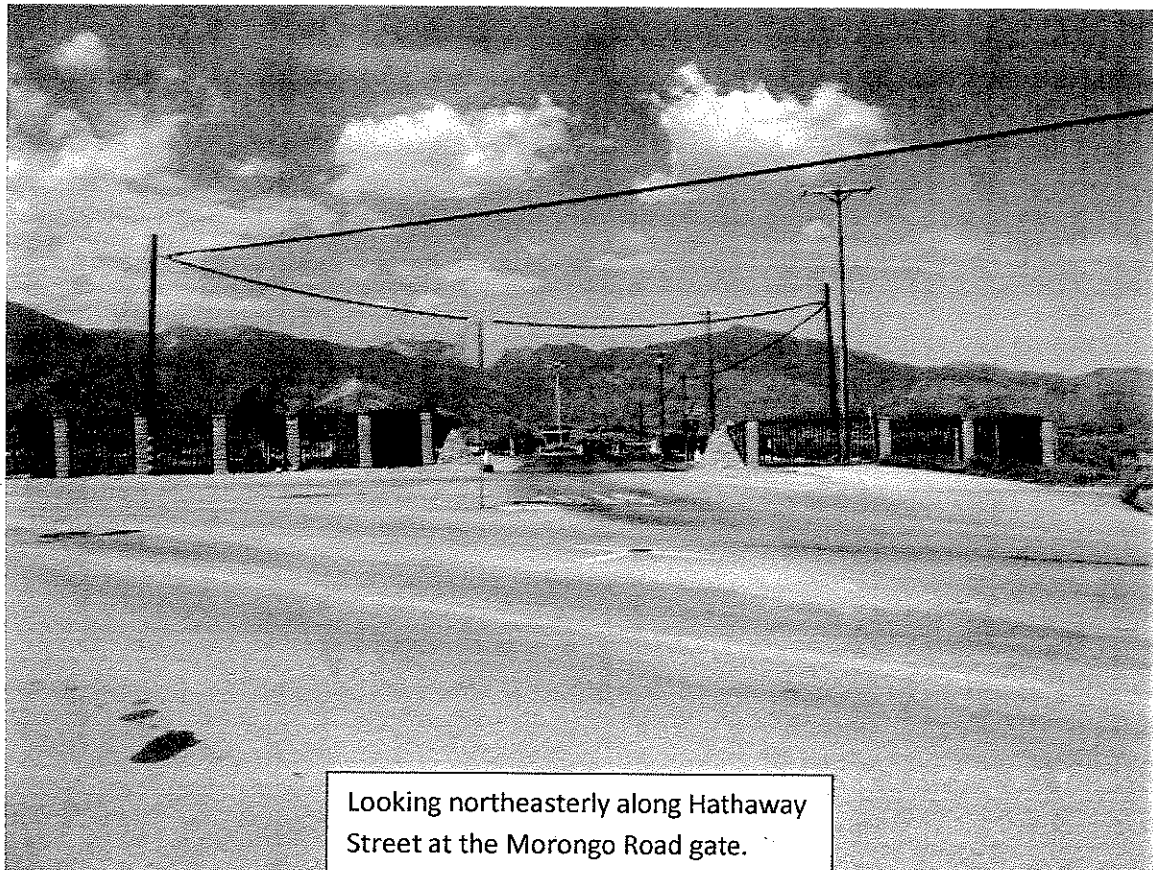
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ATTACHMENT 4

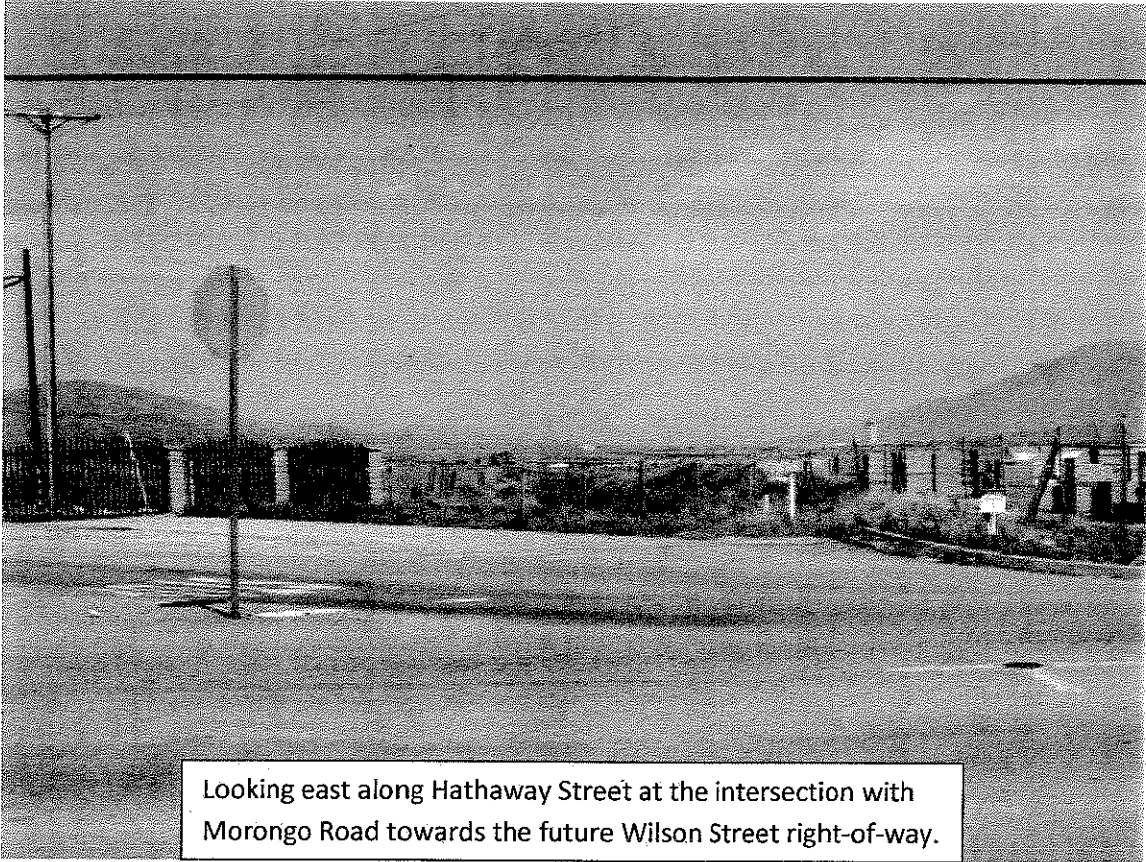
Site Photographs



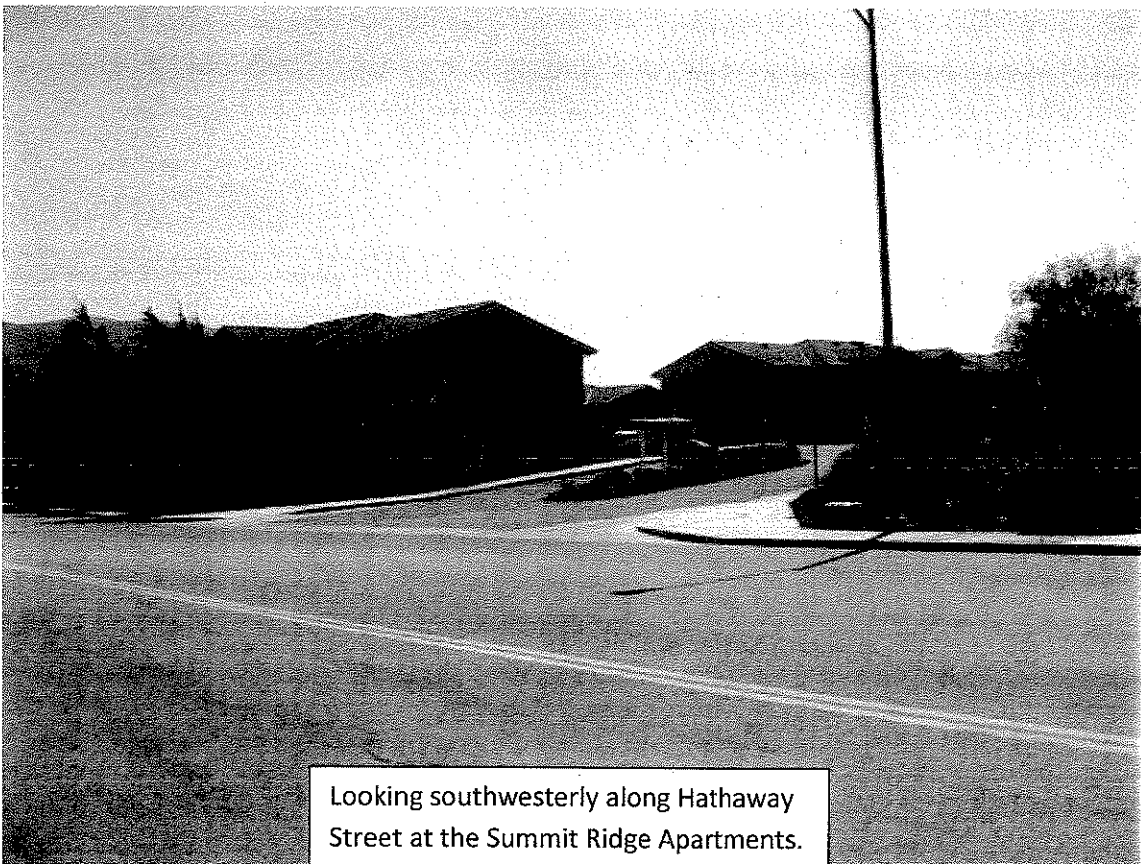
Looking north along Hathaway Street
from the intersection with Morongo



Looking northeasterly along Hathaway
Street at the Morongo Road gate.



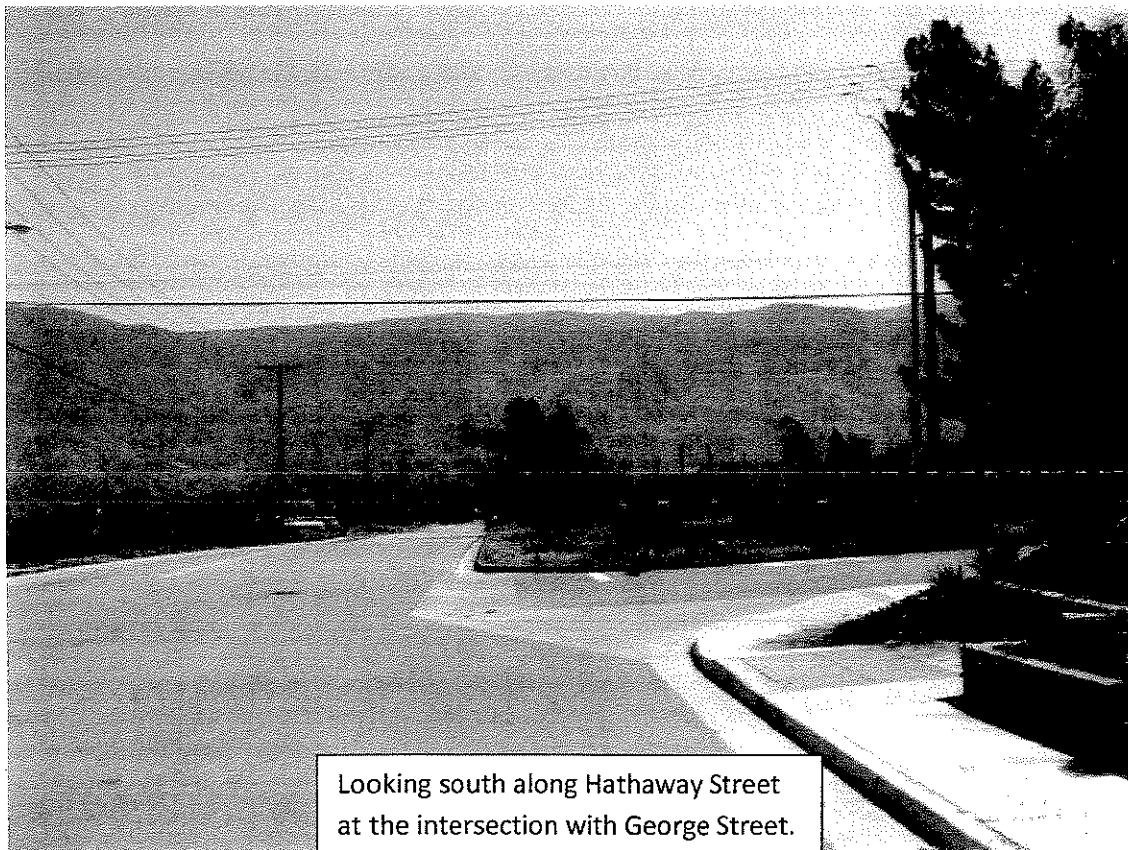
Looking east along Hathaway Street at the intersection with Morongo Road towards the future Wilson Street right-of-way.



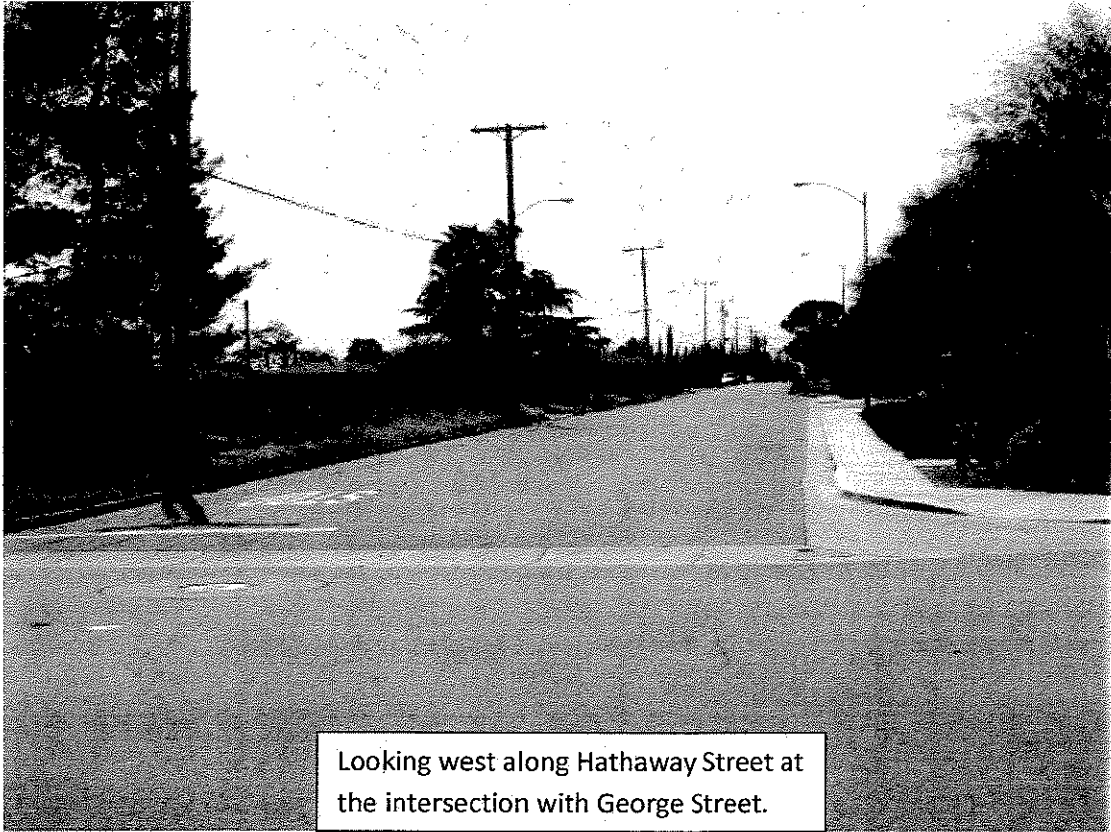
Looking southwesterly along Hathaway Street at the Summit Ridge Apartments.



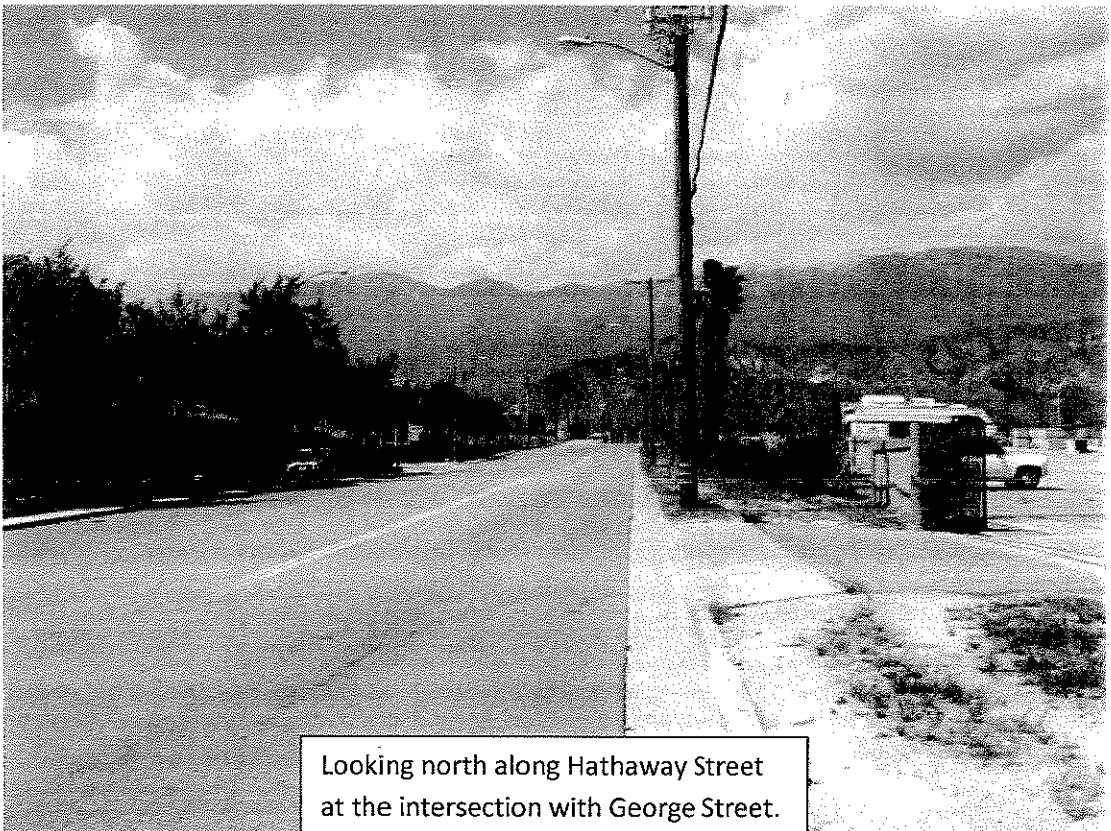
Looking southeasterly along Hathaway Street at the Orco Block yard.



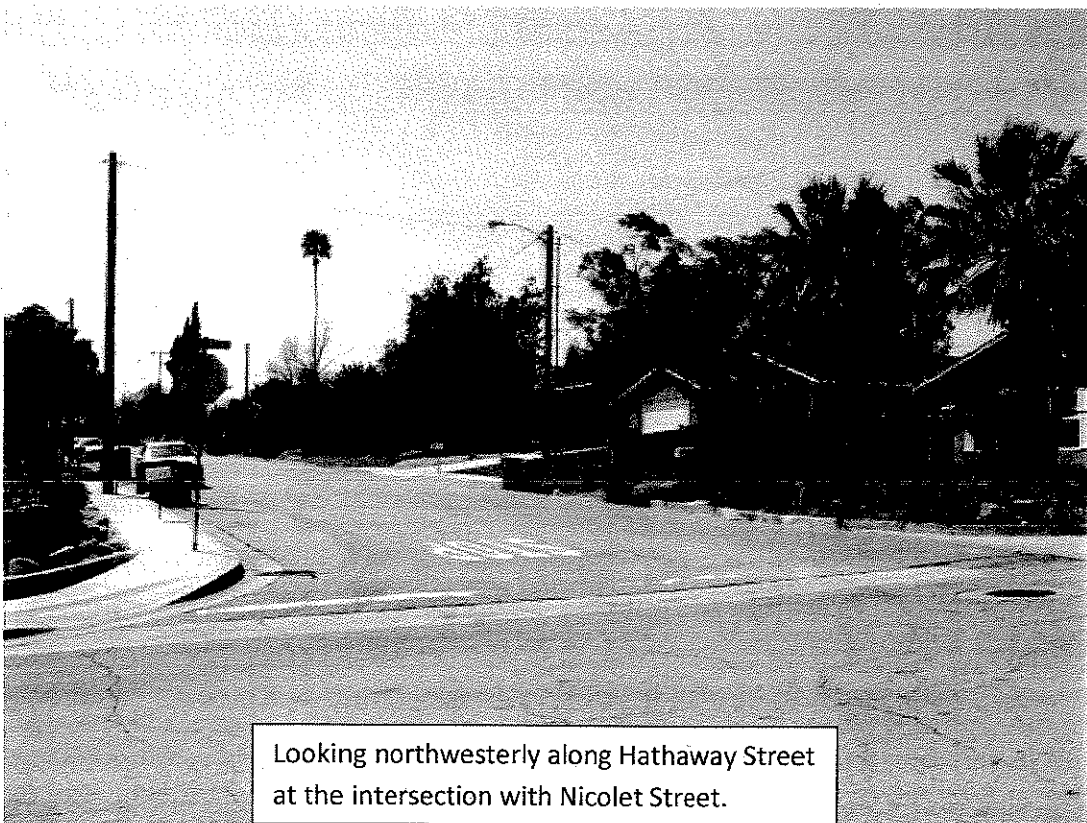
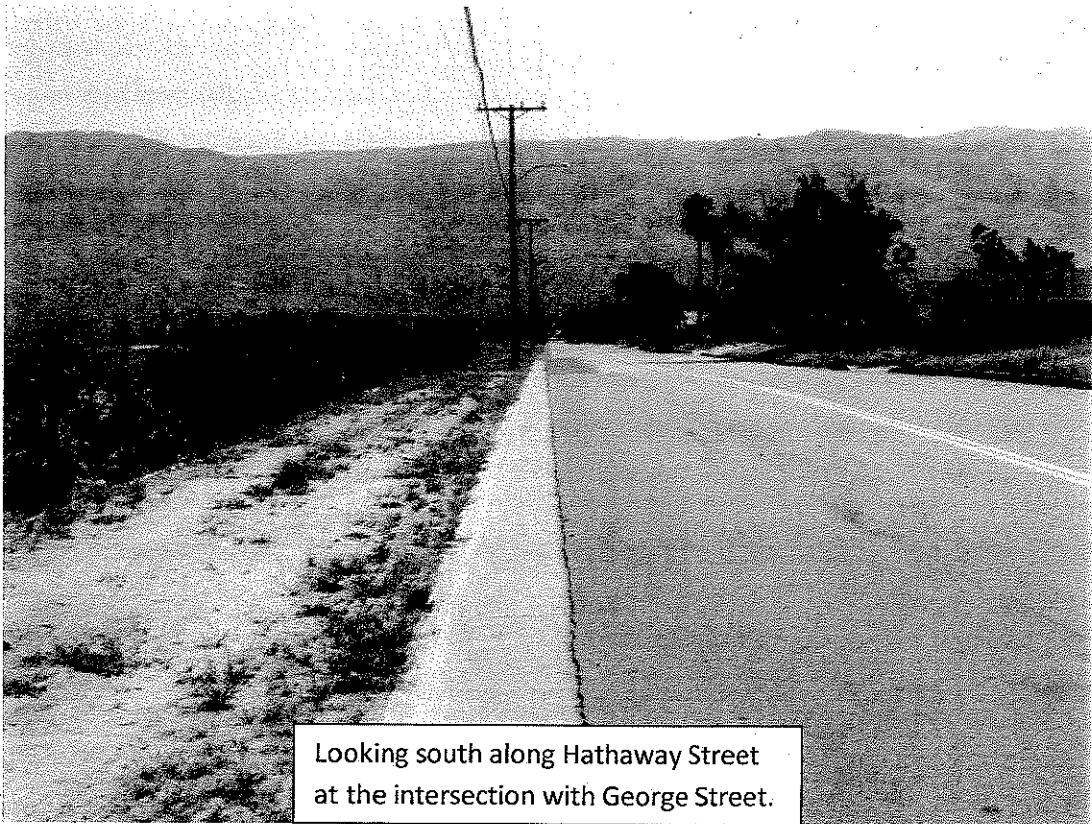
Looking south along Hathaway Street at the intersection with George Street.

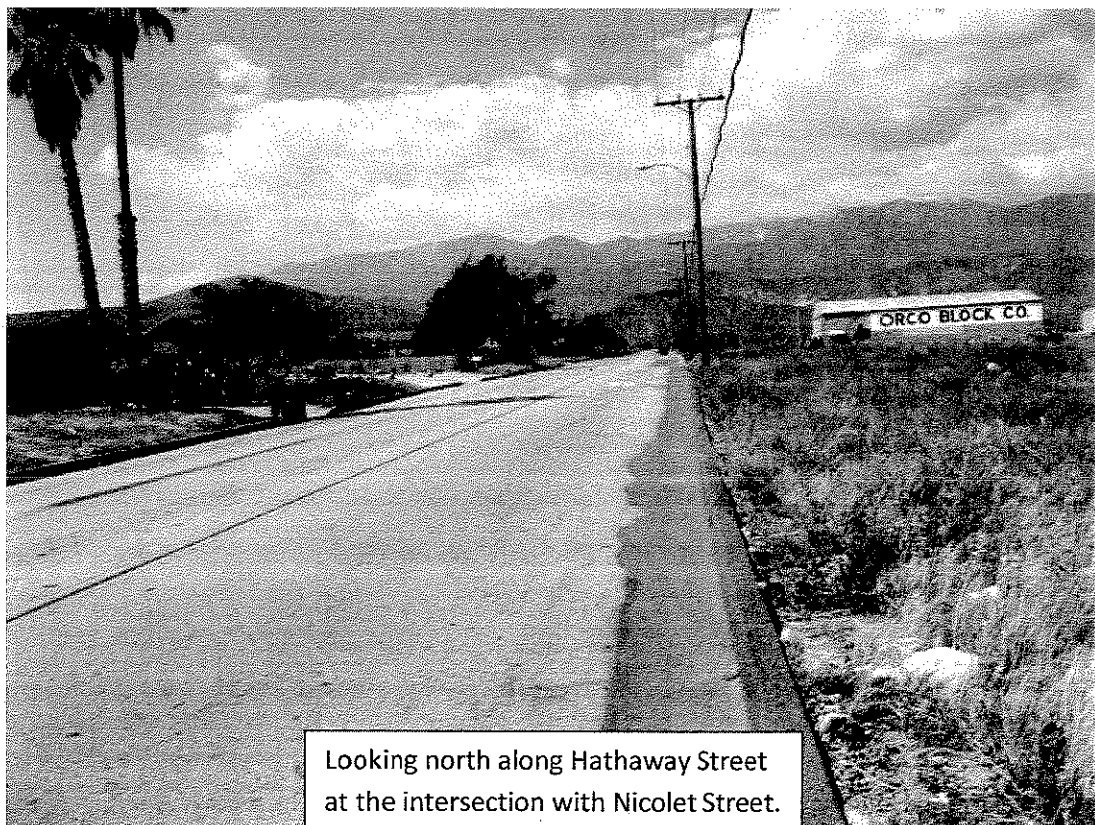
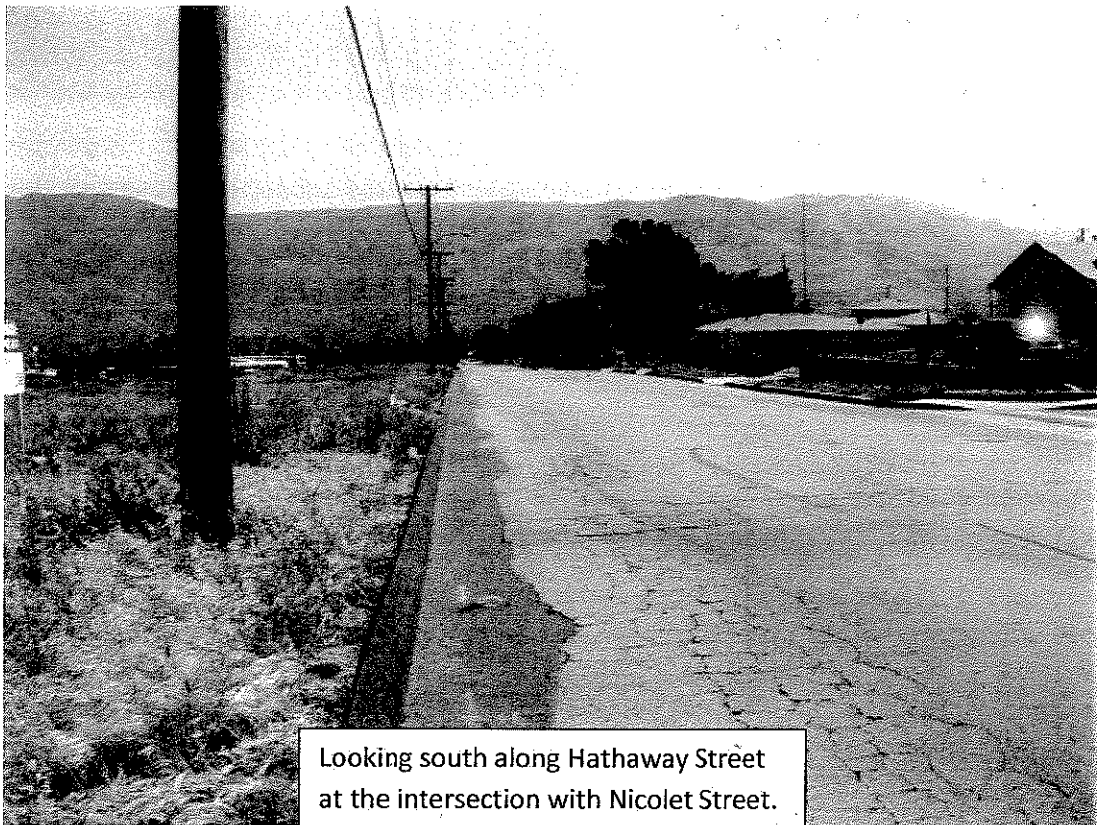


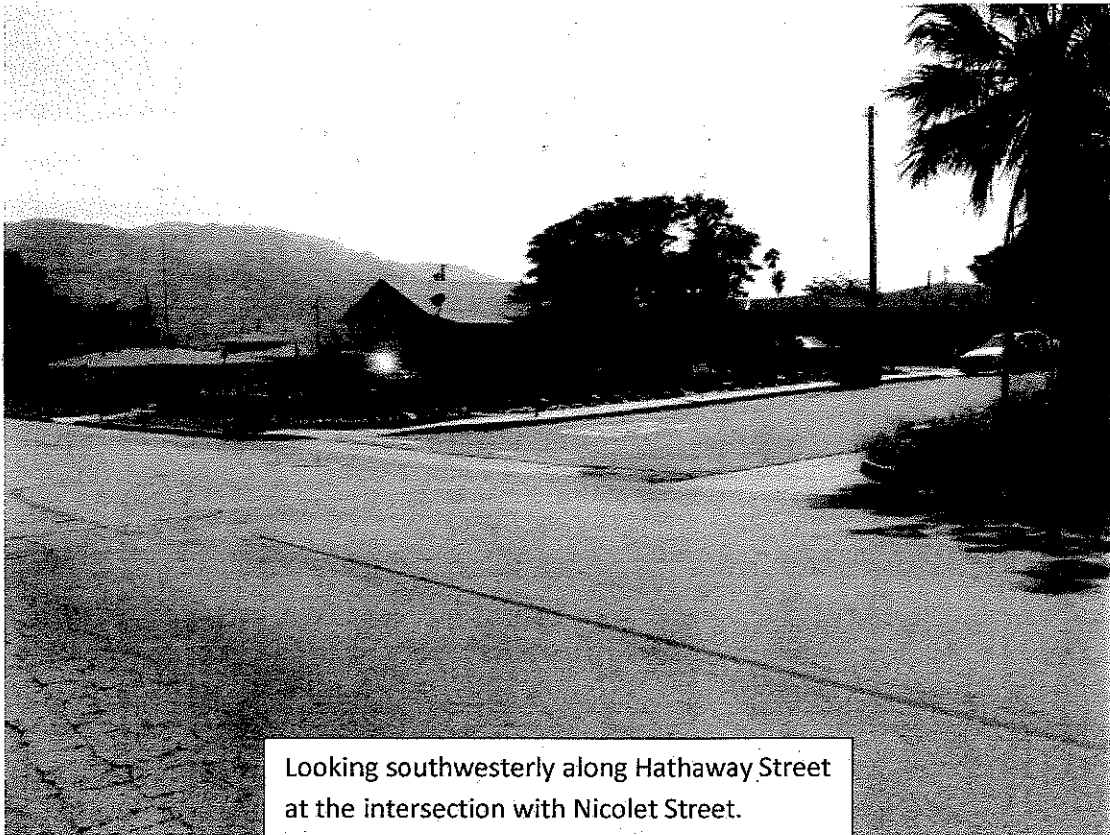
Looking west along Hathaway Street at
the intersection with George Street.



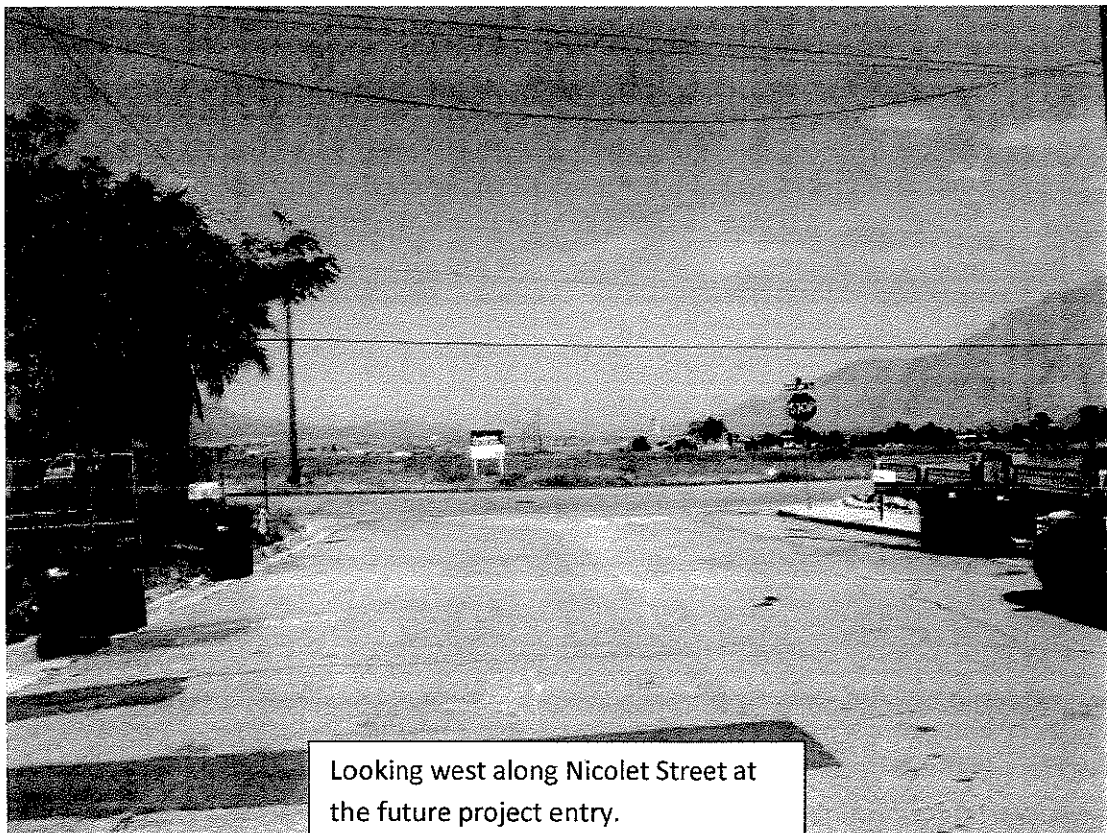
Looking north along Hathaway Street
at the intersection with George Street.



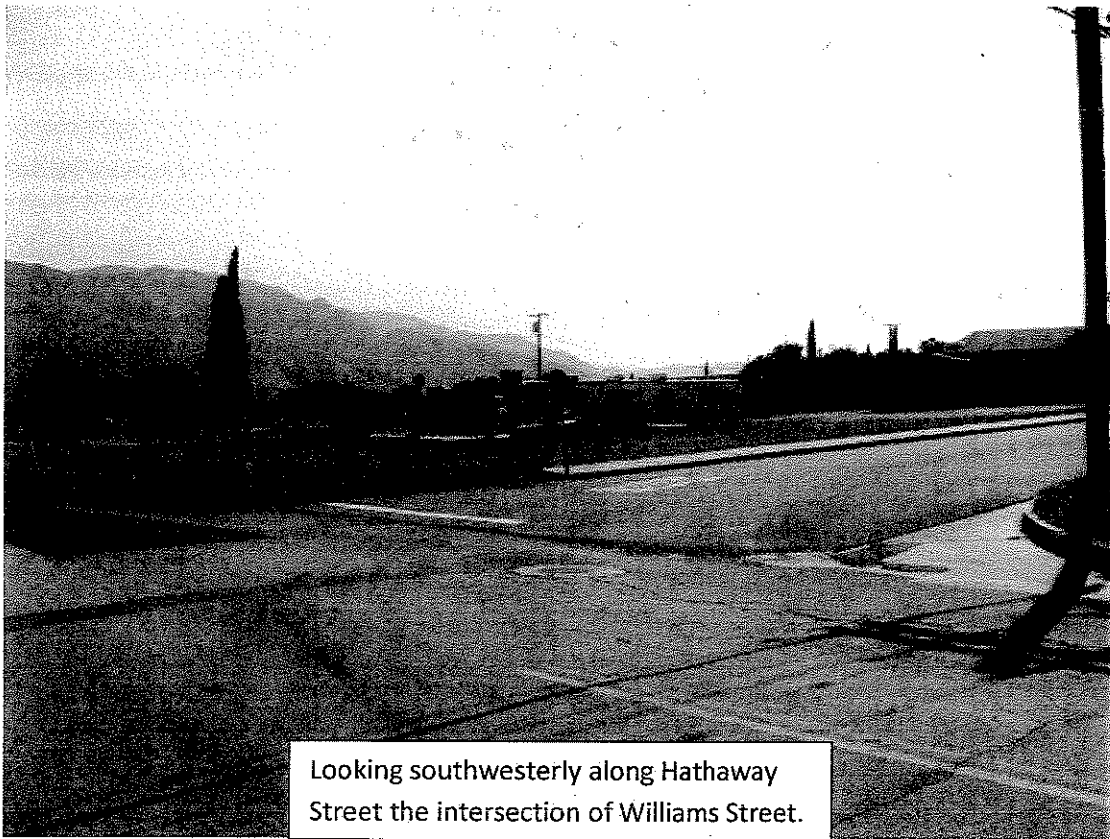




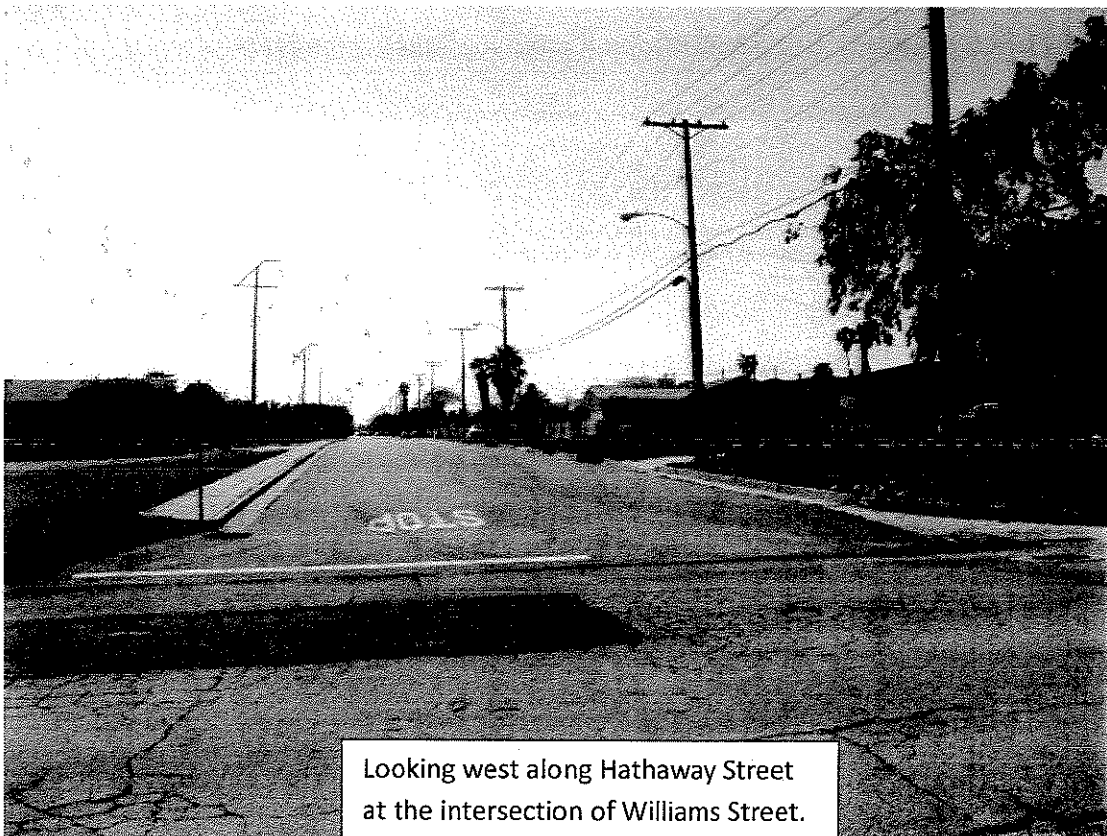
Looking southwesterly along Hathaway Street
at the intersection with Nicolet Street.



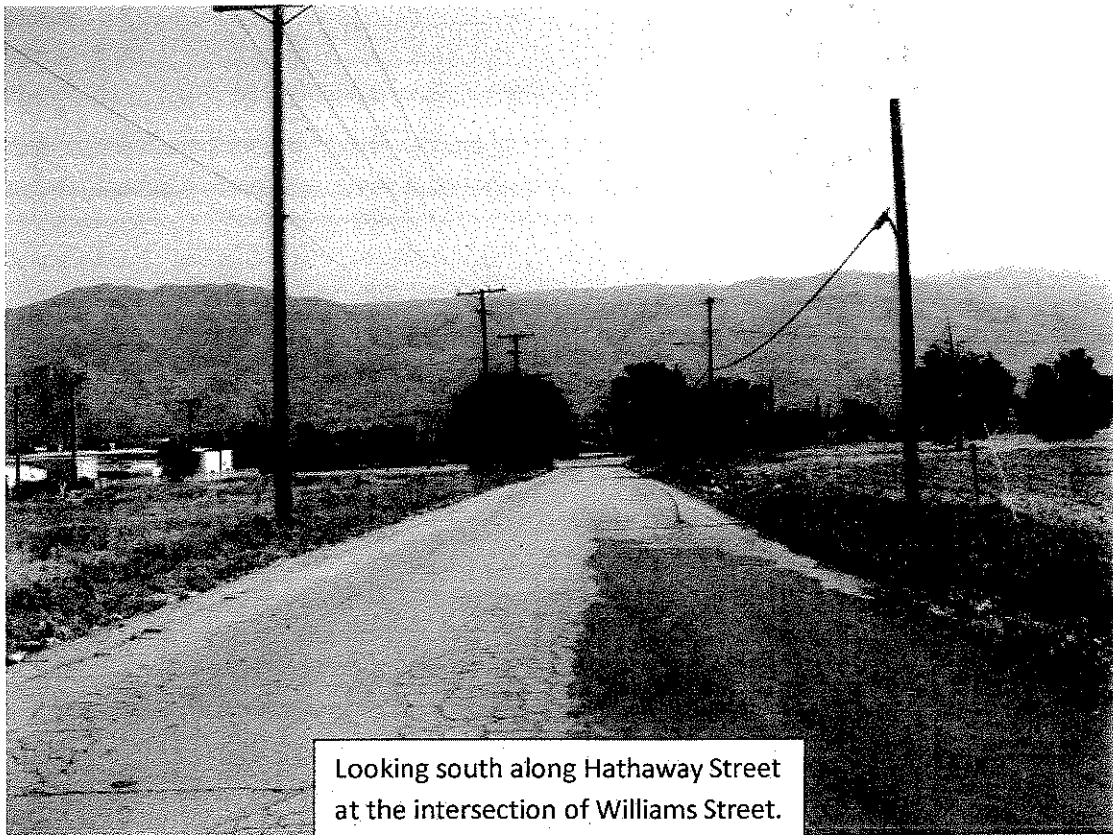
Looking west along Nicolet Street at
the future project entry.



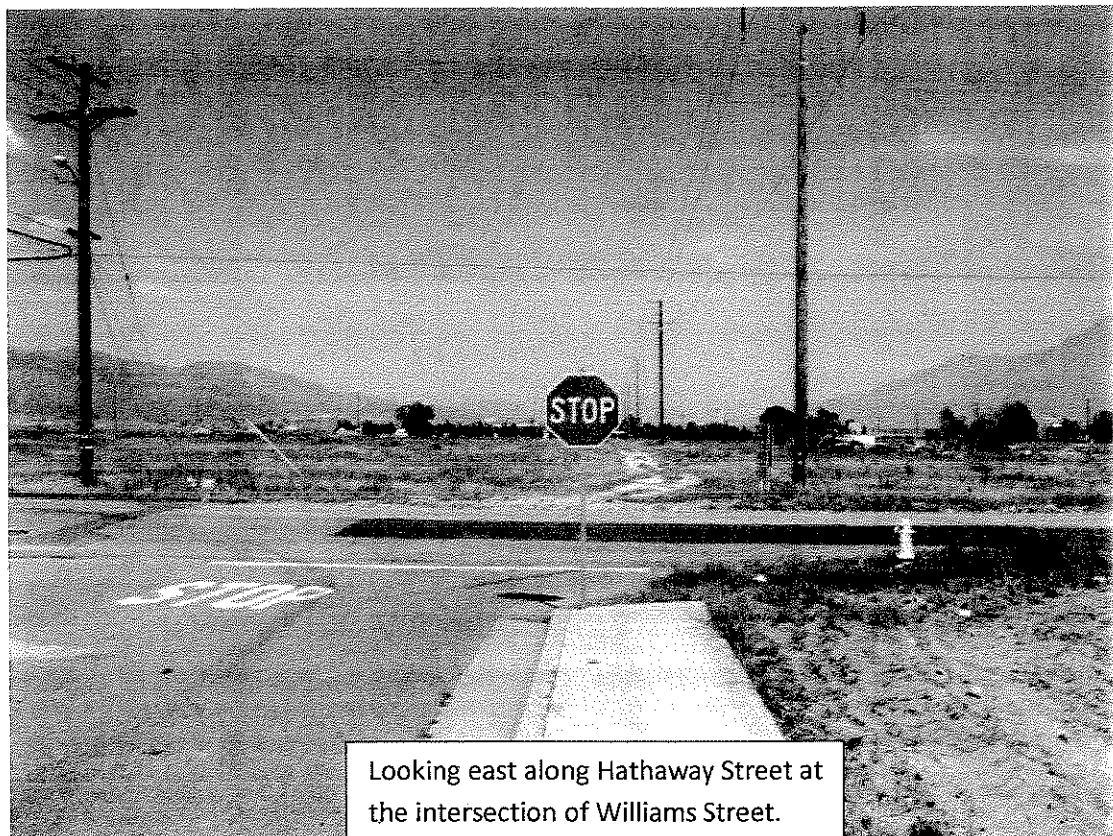
Looking southwesterly along Hathaway Street the intersection of Williams Street.



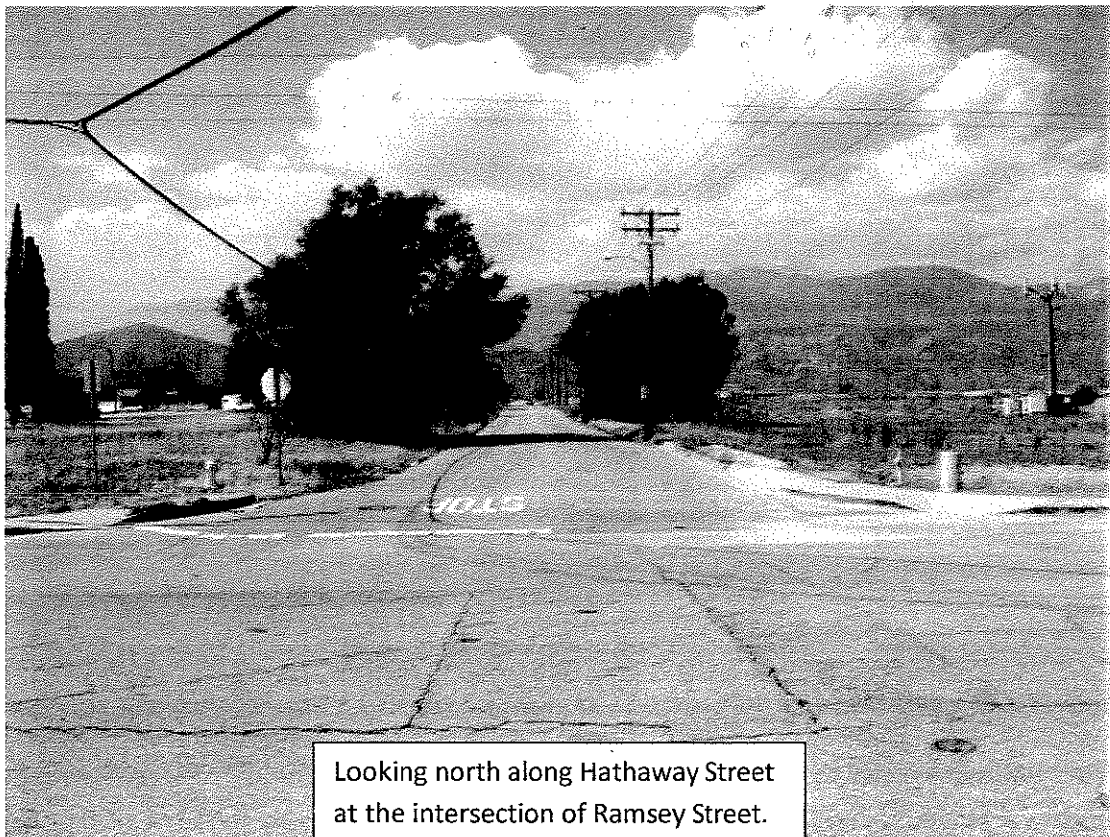
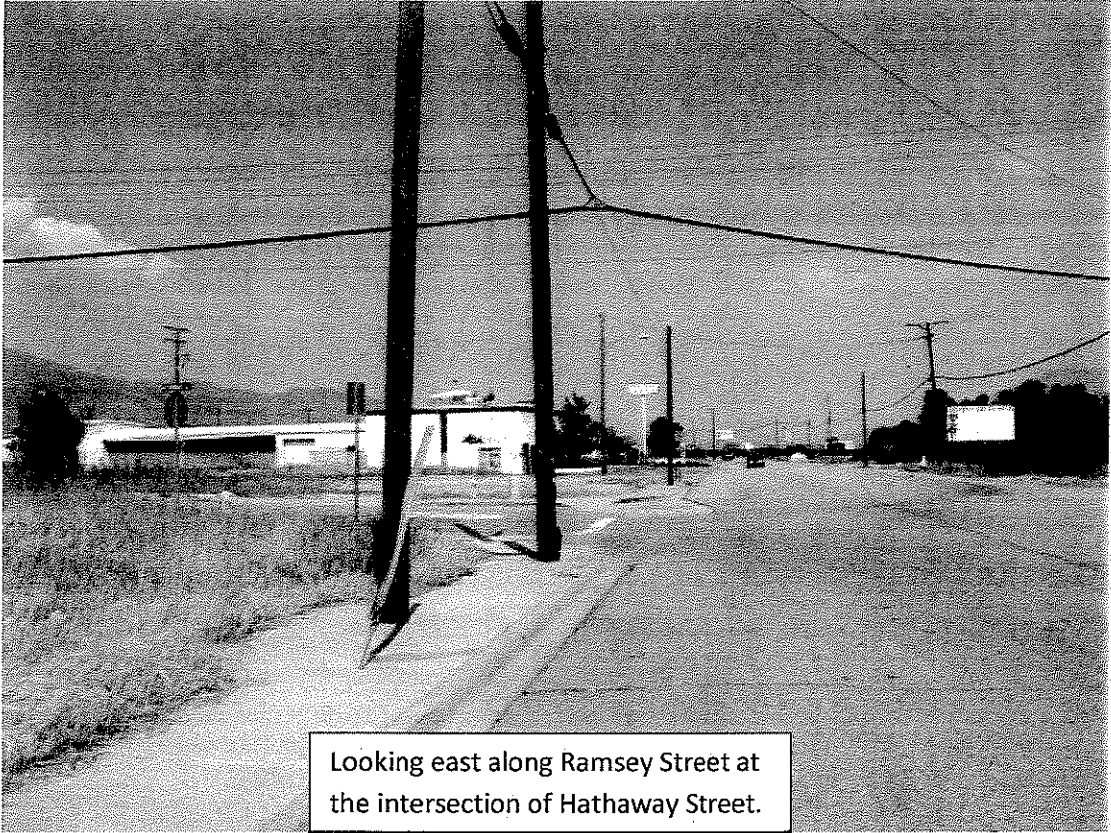
Looking west along Hathaway Street at the intersection of Williams Street.

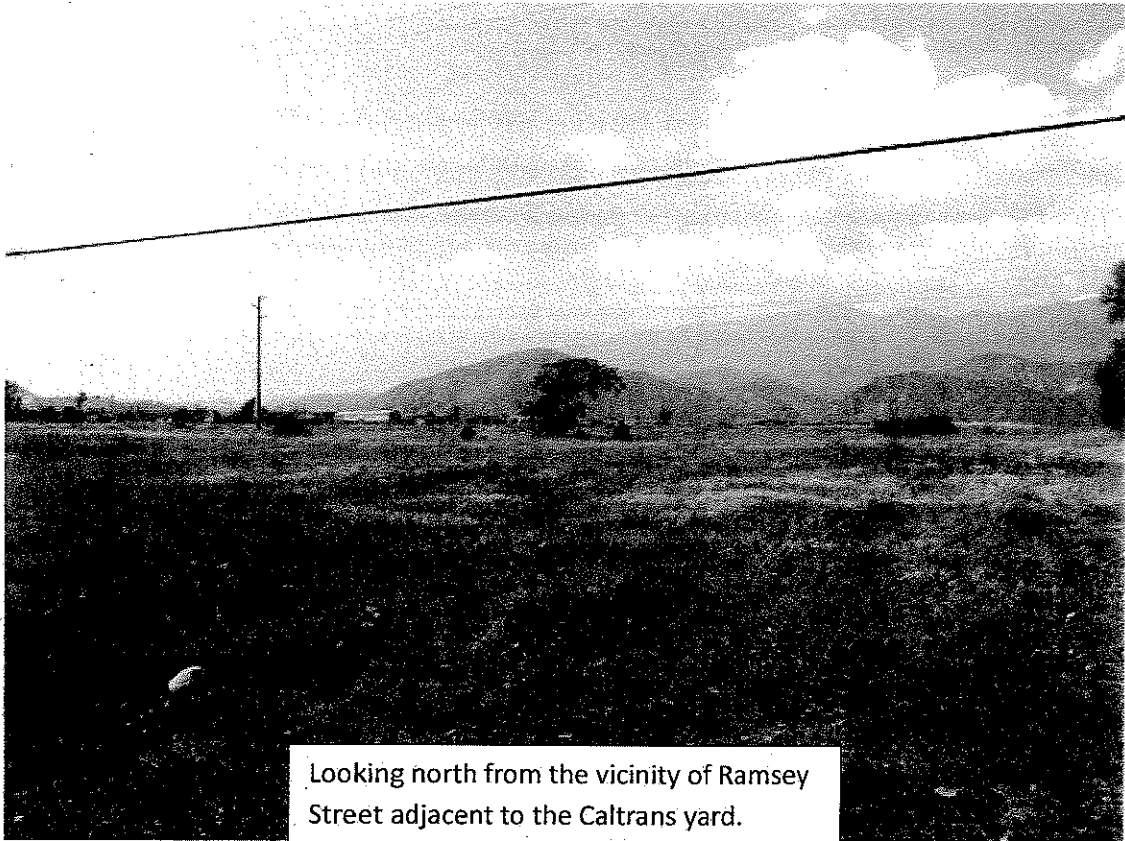


Looking south along Hathaway Street
at the intersection of Williams Street.

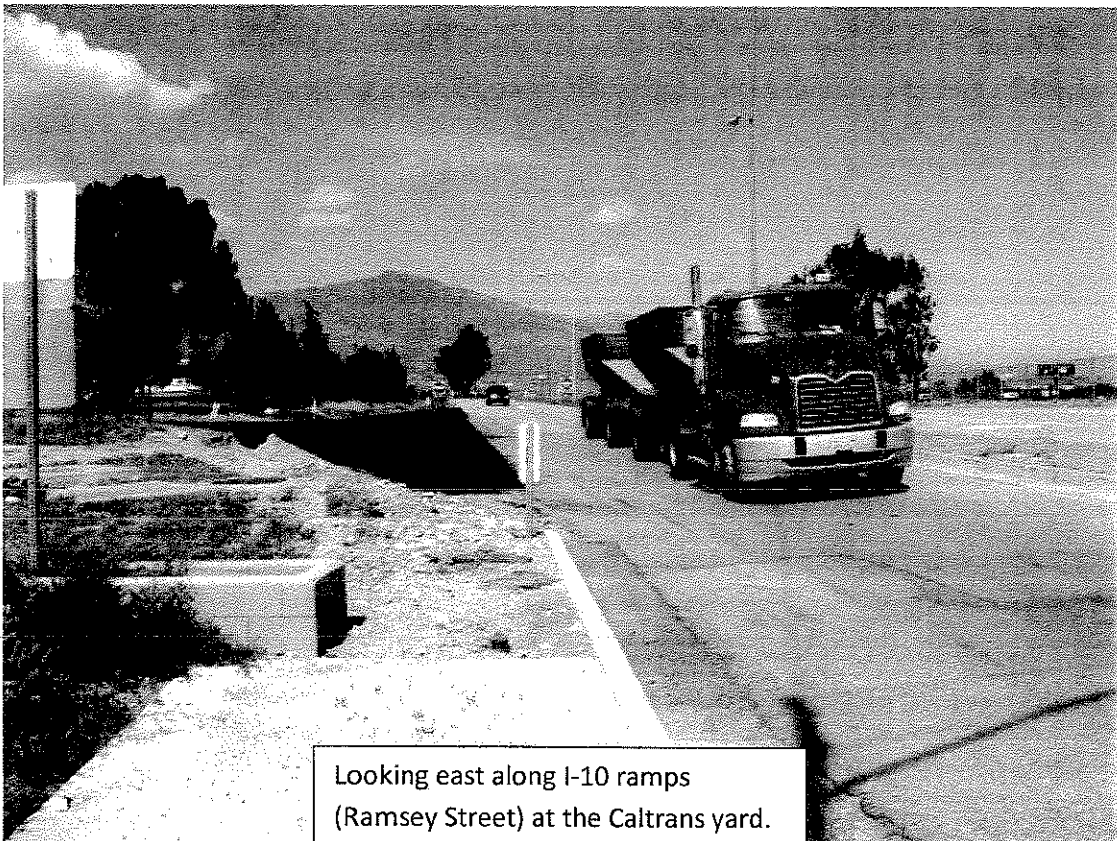


Looking east along Hathaway Street
at the intersection of Williams Street.





Looking north from the vicinity of Ramsey Street adjacent to the Caltrans yard.



Looking east along I-10 ramps (Ramsey Street) at the Caltrans yard.

ATTACHMENT 5

Project Plans

keynotes-site plan

- 1. CONSTRUCTION AREA
- 2. EXISTING STREET LIGHT
- 3. FIRE HYDRANT
- 4. FIRE ALARM
- 5. SEE NOTE
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legend-site plan

- 1. CONSTRUCTION AREA
- 2. EXISTING STREET LIGHT
- 3. FIRE HYDRANT
- 4. FIRE ALARM
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general notes-site plan

1. THE SHOWN AREAS PREPARED BY THE ARCHITECT FOR THE PROJECT ARE TO BE CONSIDERED AS APPROXIMATE ONLY. THE ACTUAL AREAS SHALL BE DETERMINED BY THE LOCAL AUTHORITY.
2. NOT USED
3. CONSTRUCTION AREA
4. SEE NOTE
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project information

- 1. PROJECT NAME
- 2. PROJECT NUMBER
- 3. PROJECT LOCATION
- 4. PROJECT OWNER
- 5. PROJECT ARCHITECT
- 6. PROJECT ENGINEER
- 7. PROJECT DATE
- 8. PROJECT SCALE
- 9. PROJECT STATUS
- 10. PROJECT NOTES
- 11. PROJECT COMMENTS
- 12. PROJECT REVISIONS
- 13. PROJECT APPROVALS
- 14. PROJECT SIGNATURES
- 15. PROJECT STAMPS
- 16. PROJECT LOGS
- 17. PROJECT RECORDS
- 18. PROJECT FILES
- 19. PROJECT DATA
- 20. PROJECT RESULTS
- 21. PROJECT ANALYSIS
- 22. PROJECT EVALUATION
- 23. PROJECT IMPROVEMENTS
- 24. PROJECT MAINTENANCE
- 25. PROJECT MONITORING
- 26. PROJECT REPORTING
- 27. PROJECT COMMUNICATION
- 28. PROJECT COORDINATION
- 29. PROJECT MANAGEMENT
- 30. PROJECT FINANCING
- 31. PROJECT BUDGETING
- 32. PROJECT SCHEDULING
- 33. PROJECT RESOURCE
- 34. PROJECT RISK
- 35. PROJECT QUALITY
- 36. PROJECT SAFETY
- 37. PROJECT ENVIRONMENT
- 38. PROJECT SOCIETY
- 39. PROJECT ECONOMY
- 40. PROJECT CULTURE
- 41. PROJECT IDENTITY
- 42. PROJECT REPUTATION
- 43. PROJECT INFLUENCE
- 44. PROJECT LEGACY
- 45. PROJECT FUTURE
- 46. PROJECT HISTORY
- 47. PROJECT PRESENT
- 48. PROJECT PAST
- 49. PROJECT POTENTIAL
- 50. PROJECT REALITY
- 51. PROJECT IMAGINATION
- 52. PROJECT DREAMS
- 53. PROJECT VISIONS
- 54. PROJECT IDEAS
- 55. PROJECT CONCEPTS
- 56. PROJECT STRATEGIES
- 57. PROJECT TACTICS
- 58. PROJECT OPERATIONS
- 59. PROJECT PROCEDURES
- 60. PROJECT POLICIES
- 61. PROJECT STANDARDS
- 62. PROJECT CRITERIA
- 63. PROJECT MEASURES
- 64. PROJECT INDICATORS
- 65. PROJECT OUTPUTS
- 66. PROJECT OUTCOMES
- 67. PROJECT IMPACTS
- 68. PROJECT BENEFITS
- 69. PROJECT COSTS
- 70. PROJECT REVENUES
- 71. PROJECT PROFITS
- 72. PROJECT LOSSES
- 73. PROJECT RISKS
- 74. PROJECT OPPORTUNITIES
- 75. PROJECT CHALLENGES
- 76. PROJECT OBSTACLES
- 77. PROJECT PROBLEMS
- 78. PROJECT SOLUTIONS
- 79. PROJECT DECISIONS
- 80. PROJECT ACTIONS
- 81. PROJECT REACTIONS
- 82. PROJECT FEELINGS
- 83. PROJECT THOUGHTS
- 84. PROJECT BELIEFS
- 85. PROJECT VALUES
- 86. PROJECT PRINCIPLES
- 87. PROJECT ETHICS
- 88. PROJECT MORALS
- 89. PROJECT LAWS
- 90. PROJECT CUSTOMS
- 91. PROJECT TRADITIONS
- 92. PROJECT RELIGIONS
- 93. PROJECT PHILOSOPHIES
- 94. PROJECT SCIENTIFICS
- 95. PROJECT ARTS
- 96. PROJECT LITERATURES
- 97. PROJECT MUSICS
- 98. PROJECT THEATRES
- 99. PROJECT FILMS
- 100. PROJECT GAMES

project data

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1. CONSTRUCTION AREA	SQ. FT.	100	1.00	100.00
2. EXISTING STREET LIGHT	EA	10	10.00	100.00
3. FIRE HYDRANT	EA	10	10.00	100.00
4. FIRE ALARM	EA	10	10.00	100.00
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project data

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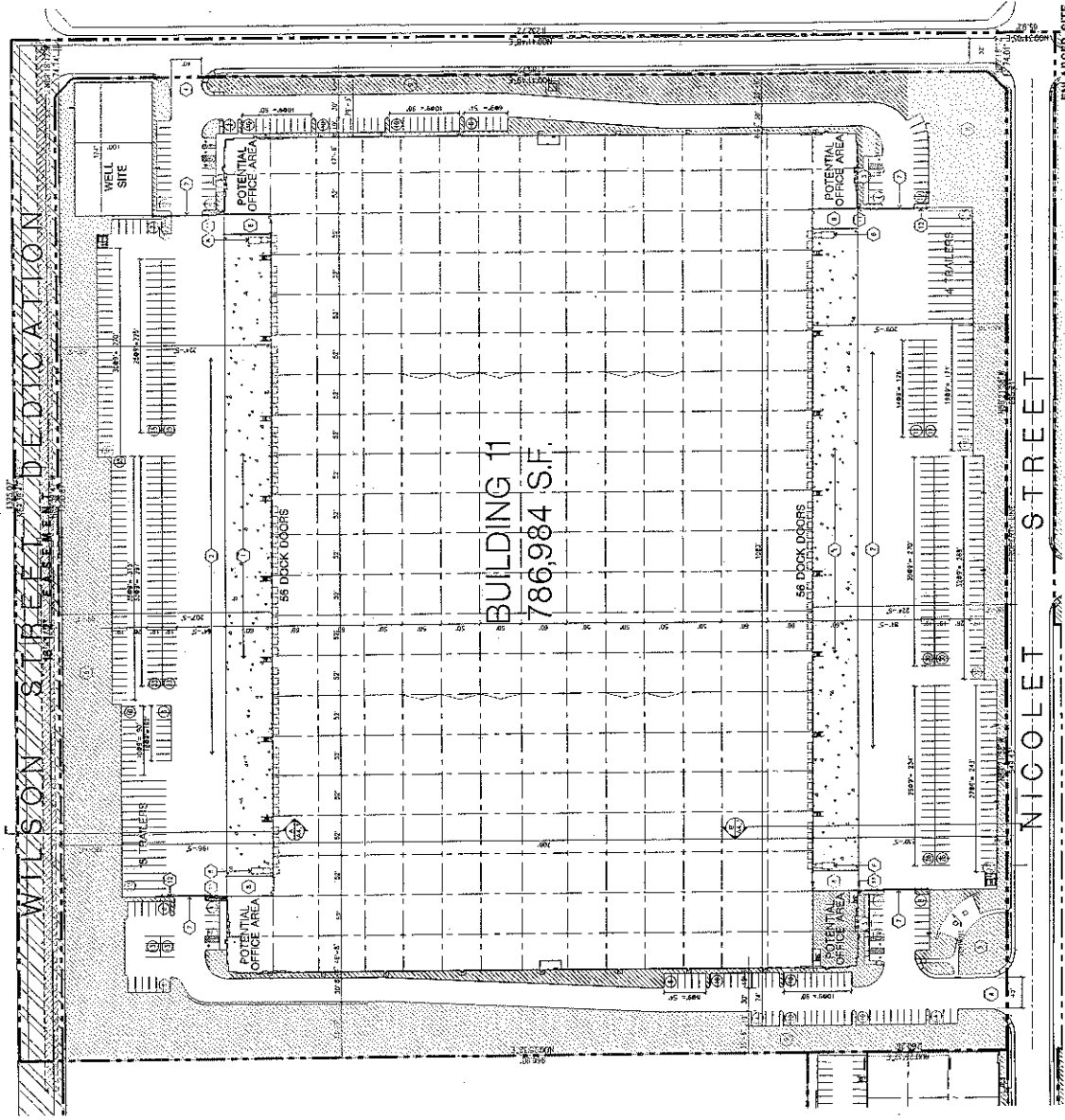
1. REPORT MADE FOR THE BUREAU.
 2. PERSON CONTACTED (NAME):
 3. ORGANIZATION (NAME):
 4. ADDRESS:
 5. CITY:
 6. STATE:
 7. ZIP:
 8. DATE:
 9. TIME:
 10. BY:
 11. FOR:
 12. REMARKS:
 13. INITIALS:
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[illegible][illegible]

APPLICANT	COMPENSATION TYPE	1994 INFORMATION
<p> THE EVERETT/EMPIRE CO., LLC 1000 EVERETT BLVD., STE. 7400 SUITE 7400 EVERETT, WA 98203 TEL: (360) 376-8888 FAX: (360) 376-3381 CONTACT: JEFF JENLA </p>	<p> base bonus 10% - 20%, 1-1 100% </p>	<p> A member of the corporation 1/94 SECTION 11, DATES 3/20/94 - 12/31/94 100% </p>
<p> THE INC. 1000 EVERETT BLVD., STE. 7400 SUITE 7400 EVERETT, WA 98203 TEL: (360) 376-8888 FAX: (360) 376-3381 CONTACT: JEFF JENLA </p>	<p> base bonus 10% - 20%, 1-1 100% </p>	<p> A member of the corporation 1/94 SECTION 11, DATES 3/20/94 - 12/31/94 100% </p>

PARCEL #	PARCEL #	PARCEL #
30	30	30
31	31	31
32	32	32
33	33	33
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NOTE:
SITE LIGHTING WILL BE BY WALL PACK LIGHTING MOUNTED TO
FACE OF BUILDING TO MAINTAIN 1 FOOT CANDLE AVERAGE.



ENLARGED SITE PLAN A

BLDG 11 SITE PLAN
OSI Partnership I, LLC

3 San Joaquin Plaza - Ste. #160
Newport Beach, CA 92660
(949) 718-9898

A1.3

BANNING BUSINESS PARK

BANNING, CA

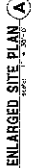
HPA

18831 Bardeen Ave. - Ste. #100
Irvine, CA 92612
(949) 863-1770
www.hparchs.com

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APPROVAL	DATE	BY	COPIATION TIME
1. APPROVED BY: J. L. S.			10:00
2. BY: J. L. S.			
3. BY: J. L. S.			
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100. BY: J. L. S.			

PARCELS	side area (in sq ft)	BUILDING NUMBER	PARCELS
777	330 24.1	777	777
778	330 24.1	778	778
779	330 24.1	779	779
780	330 24.1	780	780
781	330 24.1	781	781
782	330 24.1	782	782
783	330 24.1	783	783
784	330 24.1	784	784
785	330 24.1	785	785
786	330 24.1	786	786
787	330 24.1	787	787
788	330 24.1	788	788
789	330 24.1	789	789
790	330 24.1	790	790
791	330 24.1	791	791
792	330 24.1	792	792
793	330 24.1	793	793
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858	330 24.1	858	858
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860	330 24.1	860	860



NOTE:
SITE LIGHTING WILL BE BY WALL PACK LIGHTING MOUNTED TO
FACE OF BUILDING TO MAINTAIN 1 FOOT CANDLE AVERAGE.



BANNING BUSINESS PARK

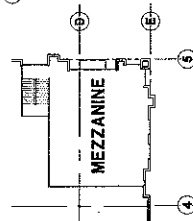
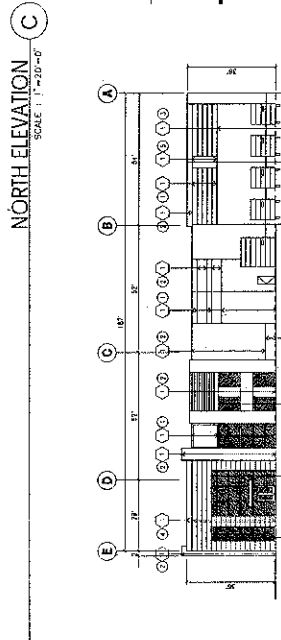
BANNING, CA

3 San Joaquin Plaza - Sta. #160 Oct 1, 2009 / Job #6110

A1.4

1. **NAME OF THE COMPANY:** *ABC Corporation*
 2. **DATE OF THE REPORT:** *15th March 2024*
 3. **REPORTING PERIOD:** *Q1 2024*
 4. **REPORTING OFFICER:** *John Doe, CFO*
 5. **REPORTING OFFICE:** *New York, NY*
 6. **REPORTING COUNTRY:** *USA*
 7. **REPORTING CURRENCY:** *USD*
 8. **REPORTING UNIT:** *Millions of USD*
 9. **REPORTING TYPE:** *Annual*
 10. **REPORTING STATUS:** *Final*
 11. **REPORTING METHOD:** *Direct*
 12. **REPORTING BASIS:** *Accrual*
 13. **REPORTING DATE:** *15th March 2024*
 14. **REPORTING TIME:** *10:00 AM*
 15. **REPORTING LOCATION:** *New York, NY*
 16. **REPORTING CONTACT:** *John Doe, CFO*
 17. **REPORTING PHONE:** *(212) 555-1234*
 18. **REPORTING FAX:** *(212) 555-5678*
 19. **REPORTING EMAIL:** *john.doe@abc.com*
 20. **REPORTING WEBSITE:** *www.abc.com*
 21. **REPORTING ADDRESS:** *123 Main St, New York, NY 10001*
 22. **REPORTING CITY:** *New York*
 23. **REPORTING STATE:** *NY*
 24. **REPORTING ZIP:** *10001*
 25. **REPORTING COUNTRY:** *USA*
 26. **REPORTING CURRENCY:** *USD*
 27. **REPORTING UNIT:** *Millions of USD*
 28. **REPORTING TYPE:** *Annual*
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 142. **REPORTING TYPE:** *Annual*
 143. **REPORTING STATUS:** *Final*
 144. **REPORTING METHOD:** *Direct*
 145. **REPORTING BASIS:** *Accrual*
 14

1. CONCRETE TILT UP PANEL, 8'x10' (10)
 2. PANEL, JOIST (10)
 3. PANEL, BEAM (10)
 4. CONCRETE TILT UP PANEL WITH DOOR (10)
 5. METAL DOCK DOOR (10)
 6. DOCK IN PLACE (10)
 7. CONCRETE PANEL, LAMPED AND CONCRETE RAILROAD (10)
 8. ADAPTED STRUCTURAL FRAMING W/ REINFORCED GLASS AT ALL DOORS (10)
 9. REINFORCED CONCRETE TILT UP PANELS TO PROVIDE AIR FLOW AND PROTECTORS LESS THAN 10' (10)
 10. METAL DOOR (10)
 11. LULLS ON METAL DOOR (10)
 12. METAL DOOR (10)
 13. METAL DOOR (10)
 14. METAL DOOR (10)
 15. METAL DOOR (10)

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SCALE : 1" = 20'-0"

$$\frac{\text{AIRY UNIT}}{10^{-6}} = \frac{1}{\text{SCALE}}$$

NIH | NINDS | National Institutes of Health

—TWO— FLOOR PLAN

1. THE FINISHING OF CONCRETE FOR WALLS AND CEILING SHALL BE ACCORDING WITH THE SPECIFICATIONS OF THE CONTRACT. THE FINISH SHALL BE SMOOTH AND EVEN.
2. THE WORK SHALL BE DONE IN SUCH A MANNER AS TO BE PROTECTED FROM DAMAGE BY OTHER WORKMEN.
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4. THE WORK SHALL BE DONE IN SUCH A MANNER AS TO BE PROTECTED FROM DAMAGE BY OTHER WORKMEN.
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10. THE WORK SHALL BE DONE IN SUCH A MANNER AS TO BE PROTECTED FROM DAMAGE BY OTHER WORKMEN.

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BANNING, CA

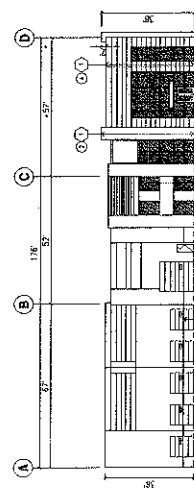
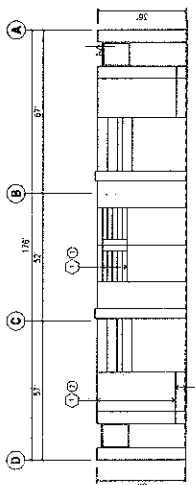
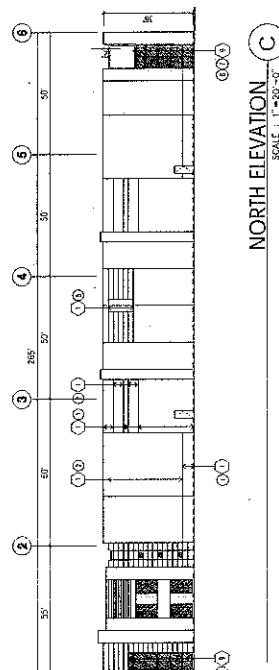
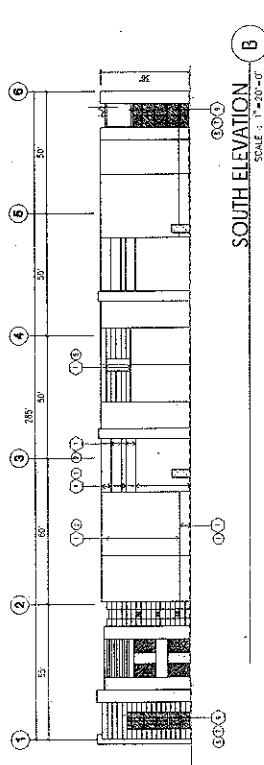
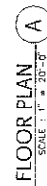
HPA
224

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BUILDING I
OSI Partnership I, LLC

3 San Joaquin Plaza - Ste. #160
Newport Beach, CA 92660
Oct 1, 2009 / Job #6110

A2.1



GENERAL NOTES - ELEVATIONS

4. All the numbers from 1 to 1000 are written on a blackboard. Two of the numbers are erased. The sum of the numbers which remain is 4949. What are the two numbers which were erased?
5. All the numbers from 1 to 1000 are written on a blackboard. Two of the numbers are erased. The sum of the numbers which remain is 4949. What are the two numbers which were erased?
6. Two of the numbers from 1 to 1000 are erased. The sum of the numbers which remain is 4949. What are the two numbers which were erased?

KEYNOTES - ELEVATIONS

1. POLYESTER TULIP PINK PANTIES
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COLOR SCHEDULE - ELEVATIONS

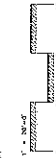
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GENERAL NOTES - FLOOR PLAN

- [illegible]

KEYNOTES - ELONOR PLAN

- [illegible]



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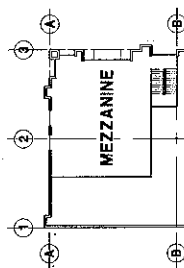
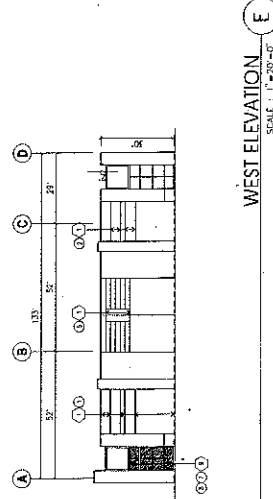
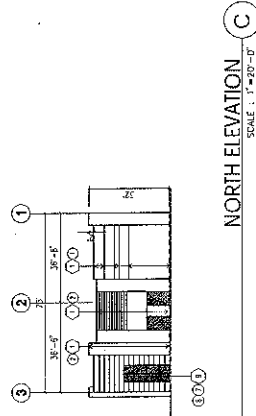
BANNING, CA

BUILDING 3
OSI Partnership I, LLC

3 San Joaquin Plaza - Ste. #160
Newport Beach, CA 92660

A2.3

1. NAME OF THE COMPANY
 2. ADDRESS
 3. CITY
 4. STATE
 5. ZIP
 6. PHONE
 7. FAX
 8. E-MAIL
 9. WEBSITE
 10. INDUSTRY
 11. PRODUCTS
 12. SERVICES
 13. MARKETING STRATEGIES
 14. COMPETITORS
 15. FINANCIAL STATEMENTS
 16. MANAGEMENT TEAM
 17. BOARD OF DIRECTORS
 18. STOCKHOLDERS
 19. DEBT HOLDERS
 20. GOVERNMENT AGENCIES
 21. NON-PROFIT ORGANIZATIONS
 22. UNION
 23. ENVIRONMENTAL GROUPS
 24. COMMUNITY GROUPS
 25. RELIGIOUS GROUPS
 26. EDUCATIONAL GROUPS
 27. ARTS AND CULTURE GROUPS
 28. SPORTS GROUPS
 29. RECREATION GROUPS
 30. LEISURE GROUPS
 31. TRAVEL GROUPS
 32. FOOD AND BEVERAGE GROUPS
 33. WINE GROUPS
 34. BEER GROUPS
 35. COFFEE GROUPS
 36. TEA GROUPS
 37. TOBACCO GROUPS
 38. ALCOHOL GROUPS
 39. DRUG GROUPS
 40. PHARMACEUTICAL GROUPS
 41. BIOTECHNOLOGY GROUPS
 42. AGRICULTURE GROUPS
 43. FORESTRY GROUPS
 44. FISHERY GROUPS
 45. MINING GROUPS
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 47. WATER GROUPS
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SCALE: 1" = 20'-0"

KEYNOTES - FLOOR PLAN

A THIS BUILDING IS DESIGNED FOR HIGH FILE STORAGE WITH FIRE ACCESS MAY BE AT 100' MAXIMUM O.C. A SEPARATE OFFICE WILL BE PROVIDED FOR THE PLANNING AND DESIGN OF THE BUILDING.

[illegible]

BANNING, CA

3 San Joaquín Plaza - Ste. #160 Oct 1, 2009 / Job #6110

A2.5

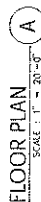
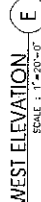
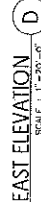
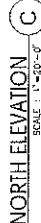
8831 Bardon Ave. - Ste. #100
Irvine, CA 92612
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3. ALL DATA CONCERNING TO OCCUR AT THESE CONCENTRATIONS NOTED ON CONTAINER

4. ALL DATA CONCERNING TO OCCUR AT THESE CONCENTRATIONS NOTED ON CONTAINER

TOP - TOP OF PAGE - 12/1/77

1. CONCRETE TIE-UP PANEL, 1/4" x 3/4"
2. PANEL JOINT
3. PANEL DETAIL
4. CONCRETE TIE-UP JOINTING PANEL
5. METAL DOOR DOOR
6. JOINTING PANEL DETAIL
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APPENDIX

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BANNING BUSINESS PARK

BANNING, CA

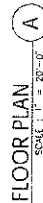
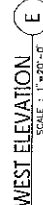
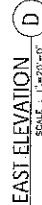
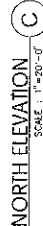
BUILDING 6
OSI Partnership I, LLC

3 San Joaquin Plaza - Sta. #160

A2.6

ALL DATA CONTAINED HEREIN IS UNCLASSIFIED
DATE 07-29-2008 BY 60322

1. STORMWATER CONVEYANCE GLASS FIBER REINFORCED PLASTIC (GFRP) ATTACHMENT AND LIFTING SHALL BE DESIGNED TO SUPPORT A MINIMUM OF 1000 LBS. OF WEIGHT. THE ATTACHMENT SHALL BE DESIGNED TO WITHSTAND A MINIMUM OF 1000 LBS. OF WEIGHT.

[illegible][illegible][illegible][illegible]

BUILDING 7
OSI Partnership I, LLC

3 San Joaquin Plaza • Ste. #160
Newport Beach, CA 92660
(949) 718-9898

A2.7

BANNING BUSINESS PARK

BANNING, CA

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CALCON GREEN™ SODIUM CHLORIDE AND POTASSIUM CHLORIDE TABLETS
FOR ORAL USE

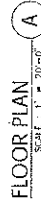
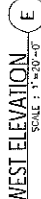
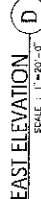
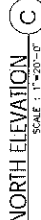
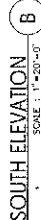
- $$\begin{aligned} \text{A.L.} &= 2.5 = \frac{1}{2} \times 5 \times \sin \theta \quad \therefore \sin \theta = \frac{2}{5} \quad \therefore \theta = 23.68^\circ \quad \therefore \angle B = 66.32^\circ \\ 2.O.P. &= 1.0 \text{ cm} = P.A \times \sin \theta = 1.5 \times \sin \theta \\ \therefore P.A. &= \frac{1.0}{\sin \theta} = \frac{1.0}{0.4} = 2.5 \text{ cm} \end{aligned}$$

2019年12月31日 星期三

1. COFFEE TUP (HOT WATER)
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3. PAN, FRY
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CHINESE AND MALAY

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| 2 | CONCRETE T-LAP PANEL | PART BRAND, TRADE NAME, MANUFACTURER |
| 3 | CONCRETE T-LAP PANEL | PART BRAND, TRADE NAME, MANUFACTURER |
| 4 | CONCRETE T-LAP PANEL | PART BRAND, TRADE NAME, MANUFACTURER |
| 5 | CONCRETE T-LAP PANEL | PART BRAND, TRADE NAME, MANUFACTURER |
| 6 | VERTICAL LIFT CHARGED
CABLE ATTACHED TO TOP | PART BRAND, TRADE NAME, MANUFACTURER |
| 7 | WALLS | COLOR, FINISH, PROTECTIVE |
| 8 | INTERIOR BEARING | COLOR, FINISH, PROTECTIVE |
| 9 | MECHANICAL CABINETS | COLOR, FINISH, PROTECTIVE |

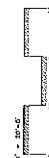


THIS BUILDING IS DESIGNED FOR HIGH FILL STOPS—SPACE WITH FIRE ACCESS VAN FOR AT 100' USUALLY C.O. A SEPARATE DEWALT IN BE INCHES 2

1. THE MOST EFFECTIVE WALL IS AROUND THE PERIMETER OF THE
LAND USED
2. FLOOR SHALL BE GRADED WITH 2% SLOPE OF EXTERIOR DRAIN.
3. EXTERIOR SURFACING CONCRETE SHALL BE FINISHED WITH CURVED TOP TO ALLOW FOR DRAINAGE OF WATER.
4. ALL WALLS SHALL BE CONCRETE.
5. EXISTING AND NEW TIE-INS TO EXISTING AT ALL EXTERIOR CORNERS SHALL BE
6. ALL WALLS SHALL BE 12" MIN. THICKNESS AT ALL EXTERIOR CORNERS. OR
- ALL OF SMOOTH IRON.
7. SEE COUNCIL FOR THE POINT OF INTERSECTION TO OFF-ROAD UNIFORMS.
8. FOR DOOR HEADS AND SIZES, SEE DATA SHEET.
9. FOR DOOR THRESHOLDS, SEE DATA SHEET.
10. THE WALL SHALL BE SLOPED TO THE EXTERIOR AT ALL EXTERIOR CORNERS. THE WALL SHALL BE SLOPED BY WALL PAVING AT ALL CORNERS.

KEYNOTES - FLOOR PLAN

- | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |



BUILDING 9
OSI Partnership I, LLC

3 San Joaquin Plaza • Ste. #160 Oct 1, 2009 / Job #6110
Newport Beach, CA 92660
(949) 718-9898

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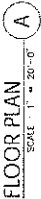
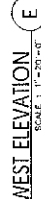
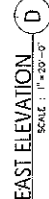
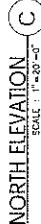
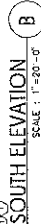
BANNING BUSINESS PARK

1831 Bardeen Ave. - Ste. #100
Irvine, CA 92612
(949) 863-1770
www.horncs.com

A2.9

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1. ANSWER THE DATA QUESTIONS
2. PAIR JOINT
3. PAIR REVEAL
4. ANSWER THE INTERVIEW
5. PAIR JOINT
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97. ANSWER THE INTERVIEW
98. PAIR JOINT
99. PAIR REVEAL
100. ANSWER THE INTERVIEW

[illegible]

- A. THIS CONTRACT IS SUBJECT TO THE FOLLOWING CONDITIONS:
- B. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN OF THE PROJECT.
- C. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE OBTAINING OF ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
- D. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
- E. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES AND LANDSCAPE.
- F. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING ROADS AND HIGHWAYS.
- G. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING BUILDINGS AND STRUCTURES.
- H. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING POWER LINES AND CABLES.
- I. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING WATER LINES AND SEWERS.
- J. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TELEPHONE LINES AND CABLES.
- K. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING GAS LINES AND CABLES.
- L. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING RAILROADS AND CARRIAGES.
- M. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING AIRCRAFT AND HELICOPTERS.
- N. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING VEHICLES AND TRAILERS.
- O. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING BOATS AND YACHTS.
- P. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING AIRCRAFT AND HELICOPTERS.
- Q. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING VEHICLES AND TRAILERS.
- R. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING BOATS AND YACHTS.
- S. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING AIRCRAFT AND HELICOPTERS.
- T. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING VEHICLES AND TRAILERS.
- U. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING BOATS AND YACHTS.
- V. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING AIRCRAFT AND HELICOPTERS.
- W. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING VEHICLES AND TRAILERS.
- X. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING BOATS AND YACHTS.
- Y. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING AIRCRAFT AND HELICOPTERS.
- Z. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING VEHICLES AND TRAILERS.

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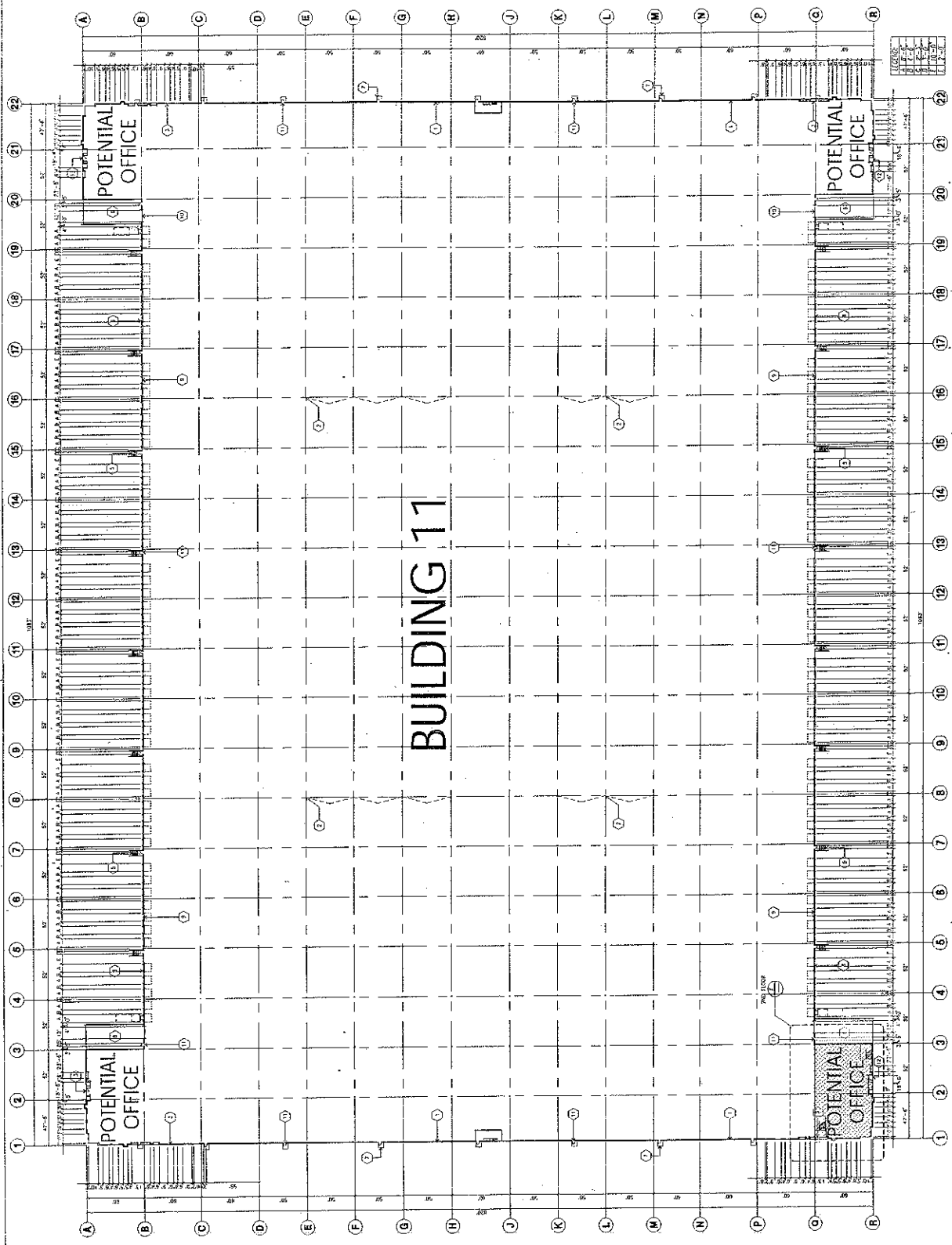
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Irvine, CA 92612
(949) 863-1770
www.hiparchs.com

BANNING, CA

BUILDING 10
OSI Partnership I, LLC

3 San Joaquin Plaza - Ste. #160
Newport Beach, CA 92660
(949) 718-9898

A2.10



FLOOR PLAN A
SCALE: 1" = 40'-0"

BUILDING 11
OSI Partnership I, LLC

3 San Joaquin Plaza - Ste. #160
Newport Beach, CA 92660
(949) 719-8888

A2.11

BANNING BUSINESS PARK

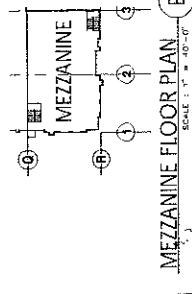
BANNING, CA

GENERAL NOTES - FLOOR PLAN

1. THIS BUILDING IS DESIGNED FOR 100 P.S.F. DEAD LOAD AND 100 P.S.F. LIVE LOAD. ALL OTHERS MAY BE USED AT THE DESIGNER'S RISK.
2. FIVE (5) MINIMUM SHALL BE MAINTAINED FOR ALL SPACINGS.
3. NOT USED.
4. FLOOR SLAB SHALL BE CASTED WITH 10% MAXIMUM OF AIR ENTRAINMENT.
5. TO EXCEED MINIMUM SPACING, THE DESIGNER SHALL PROVIDE A MINIMUM OF 1" COAT OF WHITE TO COVER.
6. BLOCK FLOOR SLAB 1/2" TO EXTERIOR AT ALL PERIMETER EXITS. SEE "S" FOR DETAILS.
7. ALL OF STEEL JOISTS TO THE FACE OF CONCRETE PANELS. INCLUDE ORANGE OR RED MARKING FOR ALL JOISTS.
8. SEE THE DESIGNER FOR ALL DETAILS OF CONNECTIONS TO EXISTING FOUNDATION.
9. FOR DOOR THRESHOLD AND SEE DETAIL SHEET. FLOOR ALL CORNER.
10. FOR DOOR THRESHOLD AND SEE DETAIL SHEET. FLOOR ALL CORNER.
11. CONNECTIONS TO EXISTING AND NEW STEEL JOIST SHALL BE CASTED IN ALL CORNERS.
12. ALL JOIST END CONNECTIONS SHALL BE REINFORCED BY ALL CORNERS.

KEYNOTES - FLOOR PLAN

1. CONCRETE ALL-UP PANELS SEE "S" FOR DETAILS FOR INTERIORS.
2. STRUCTURAL STEEL COLUMN SEE "S" FOR DETAILS FOR ROOF.
3. TYPICAL INTERIOR COLUMN WITH GLAZING SEE DETAIL SHEET.
4. FOR ALL OTHERS SEE DETAIL SHEET.
5. TYPICAL INTERIOR COLUMN WITH GLAZING SEE DETAIL SHEET.
6. CONCRETE SLAB.
7. TRACK RAMP 1/2" HIGH RAMP RAIL.
8. 8'-0" X 12' DOOR DOOR, VERTICAL LIFT, TYPICAL GABLE.
9. 12' X 14' HOLLOW METAL, VERTICAL, LEFT, TYPICAL GABLE.
10. 3' X 7' HOLLOW METAL, VERTICAL, RIGHT, TYPICAL GABLE.
11. SAFETY LINE ABOVE.
12. METAL DESIGN.



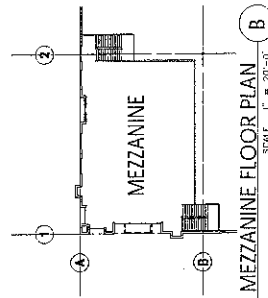
MEZZANINE FLOOR PLAN B
SCALE: 1" = 40'-0"

HPA

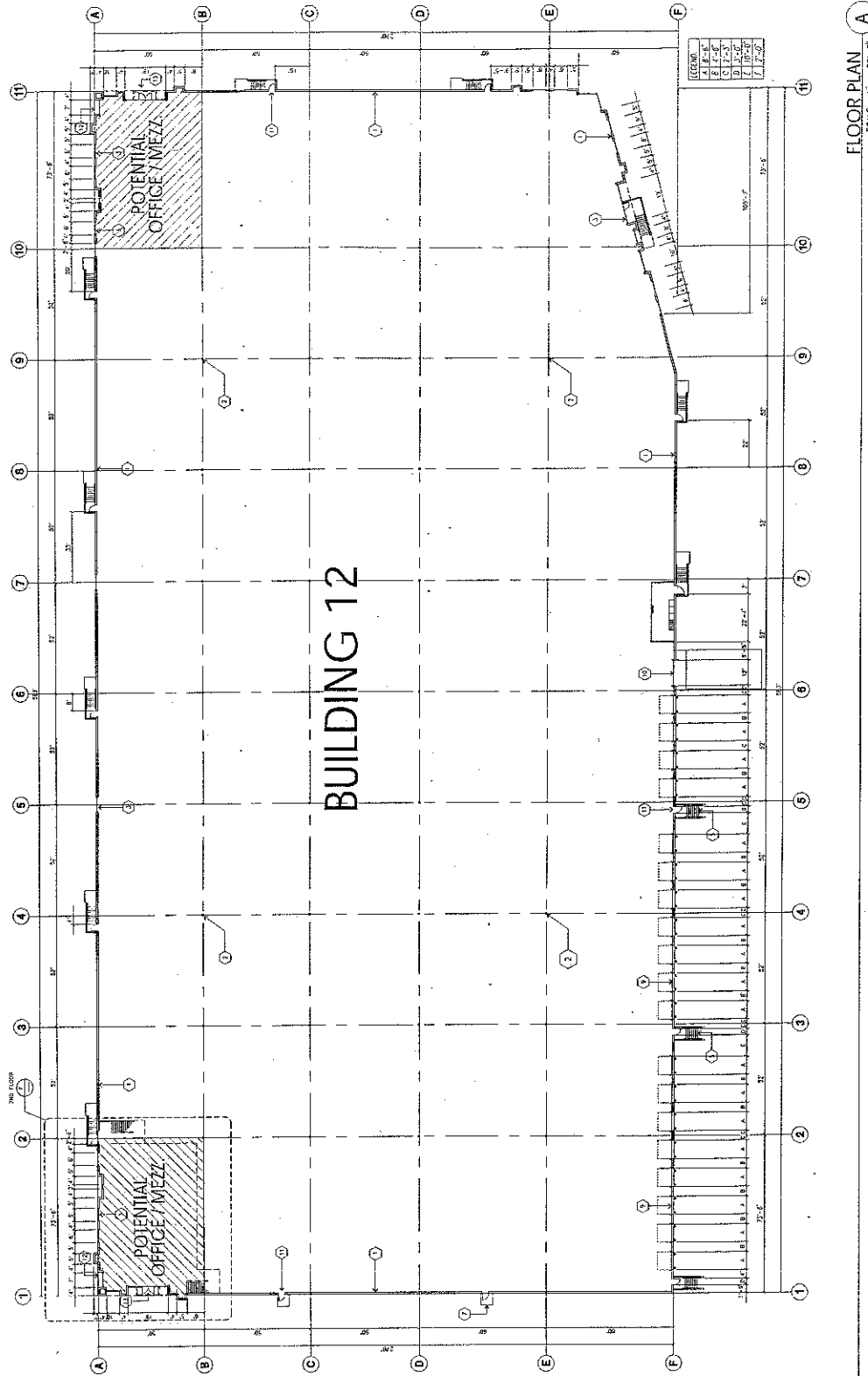
18831 Bardon Ave. - Ste. #100
Irvine, CA 92612
(949) 963-1770
www.hpac.com

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4. THE FINISHING IS COMPLETE FOR THIS PAIR DOORS WITH THE EXCEPTED DOORS AT THE BOTTOM OF A STAIRWELL STAIRS WILL BE REQUIRED TO BE FINISHED WITH A STAIR TREAD.
5. NEW FLOOR FINISHING SHALL BE INSTALLED FOR THE FLOOR FINISHING.
6. NOT USED
7. FLOOR SLAB SHALL BE SEALED WITH "EPOXY" BASED ON "POLYURETHANE" EPOXY. VARIOUS TYPES OF FINISHES SHALL BE PAINTED WITH FINISHES. FINISHES ARE TO BE PAINTED WITH FINISHES. FINISHES ARE TO BE PAINTED WITH FINISHES.
8. DO NOT PAINT THE FLOOR SLAB EXCEPTED AT ALL PERSONAL ENTRY. SEE "E" FOR MORE INFORMATION.
9. ALL PERSONAL ENTRY SHALL BE SEALED TO THE FACE OF CONCRETE WALL. WALL FINISHING, ON THE FLOOR FINISHING.
10. SEE "E" FOR MORE INFORMATION.
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100. SEE "E" FOR MORE INFORMATION.



MEZANINE FLOOR PLAN



FLOOR PLAN

235

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Irvine, CA 92612
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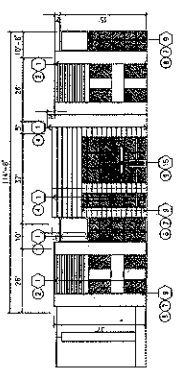
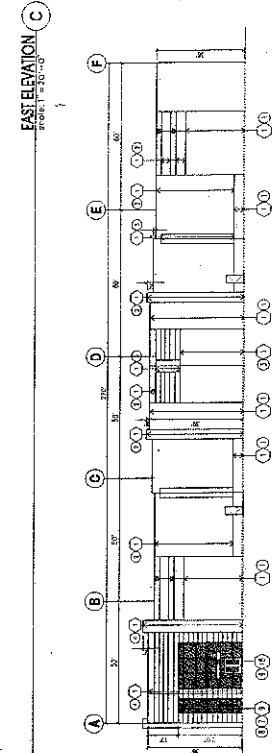
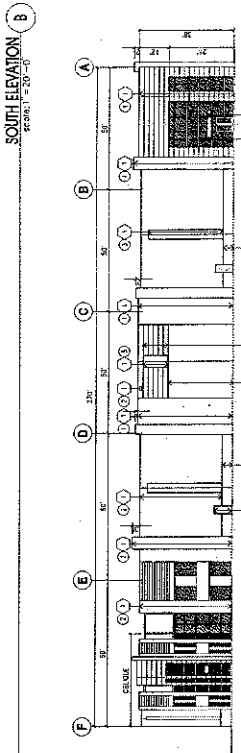
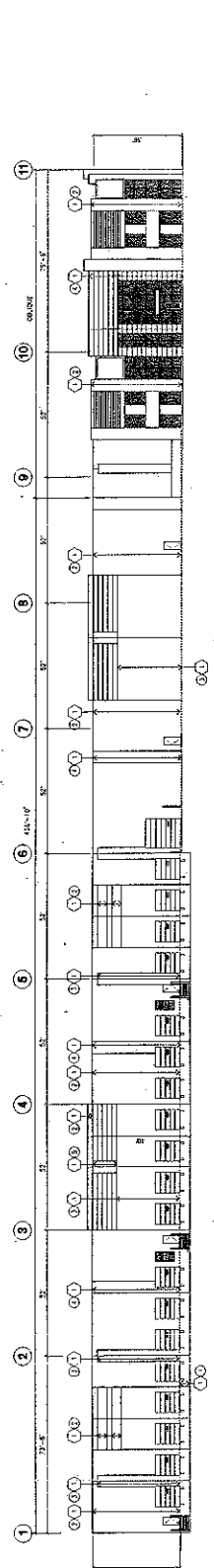
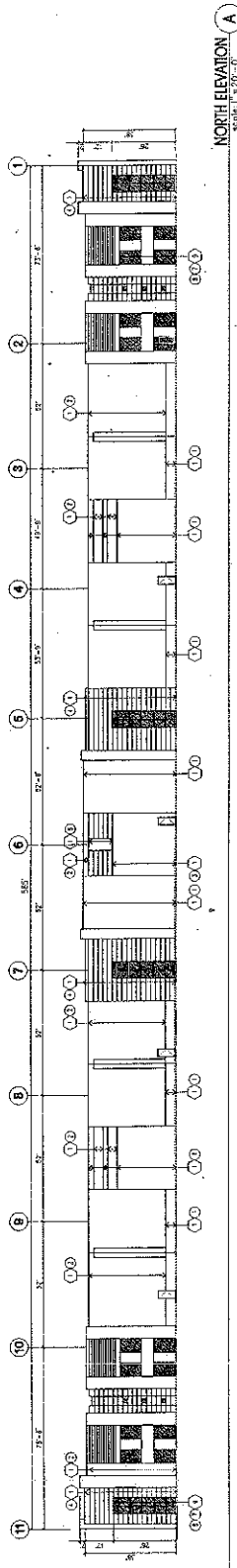
BANNING, CA



BUILDING 12
OSI Partnership I, LLC

3 San Joaquin Plaza - Ste. #160
Newport Beach, CA 92660
(949) 718-9898

A2.12.



GENERAL NOTES - ELEVATIONS

1. ALL ELEVATIONS TO BE CONFORM TO THE ARCHITECT'S INTENT.
2. ALL ELEVATIONS TO BE CONFORM TO THE ARCHITECT'S INTENT.
3. ALL ELEVATIONS TO BE CONFORM TO THE ARCHITECT'S INTENT.
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11. ALL ELEVATIONS TO BE CONFORM TO THE ARCHITECT'S INTENT.

KEYNOTES - ELEVATIONS

1. CONCRETE TILT-UP PANEL
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10. CONCRETE TILT-UP PANEL
11. CONCRETE TILT-UP PANEL

COLOR SCHEDULE - ELEVATIONS

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11. CONCRETE TILT-UP PANEL

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BUILDING 12
OSI Partnership I, LLC

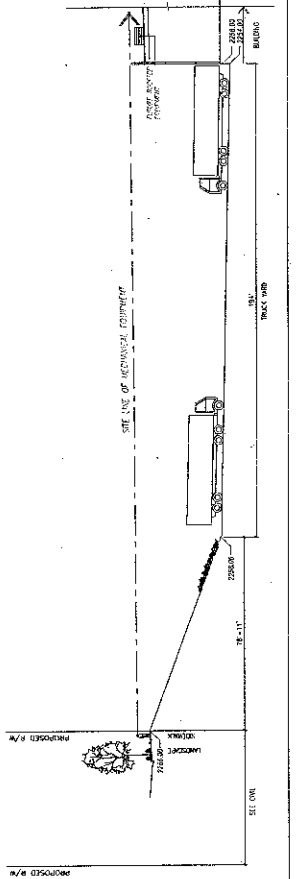
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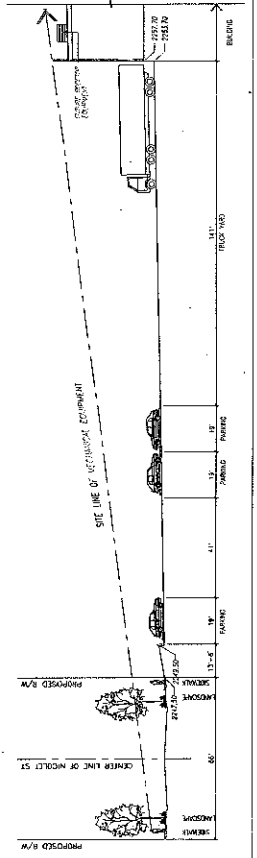
3 San Jacinto Plaza - Ste. #180
Newport Beach, CA 92660
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Oct 1, 2009 / Job #6110

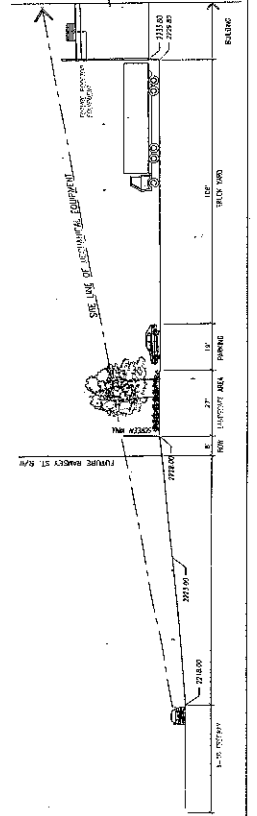
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SECTION A
ELEVATION
SCALE: 1" = 20'-0"



SECTION B
ELEVATION
SCALE: 1" = 20'-0"



SECTION C
ELEVATION
SCALE: 1" = 20'-0"

238 HPA

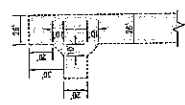
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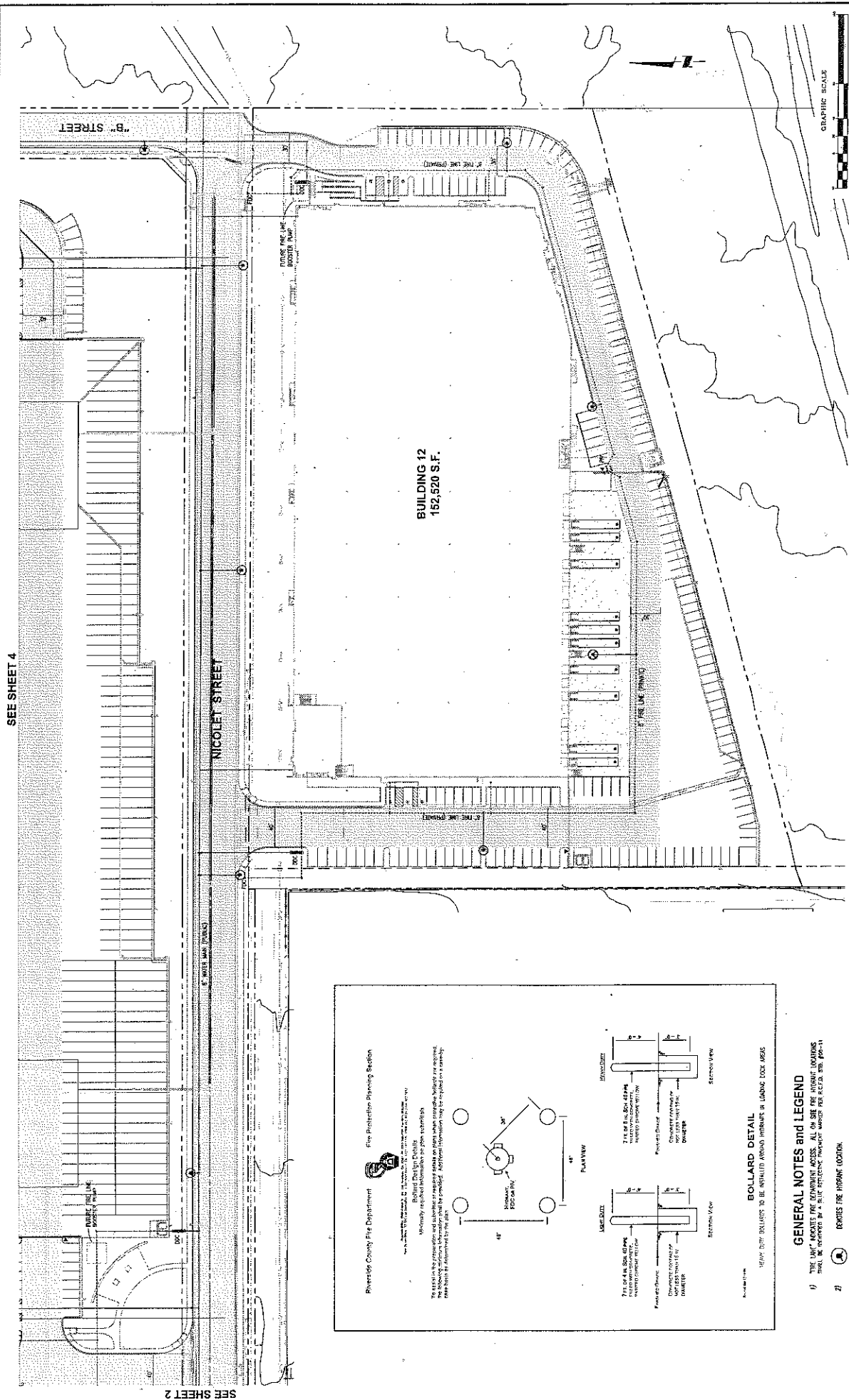
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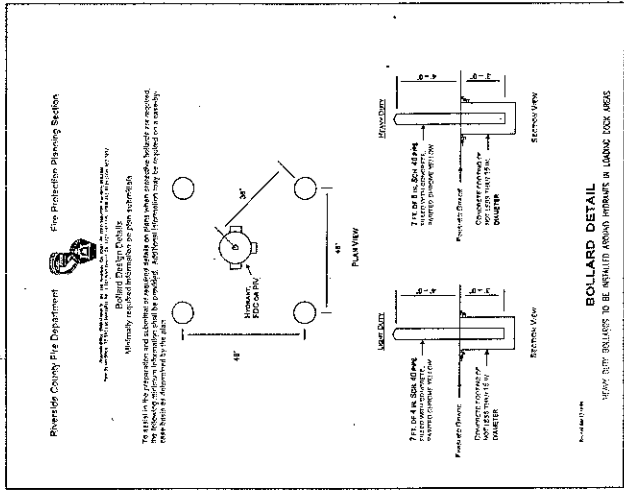
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Irvine, CA 92612
(949) 853-1770
www.hpa.com





SEE SHEET 4

SEE SHEET 2



GENERAL NOTES AND LEGEND

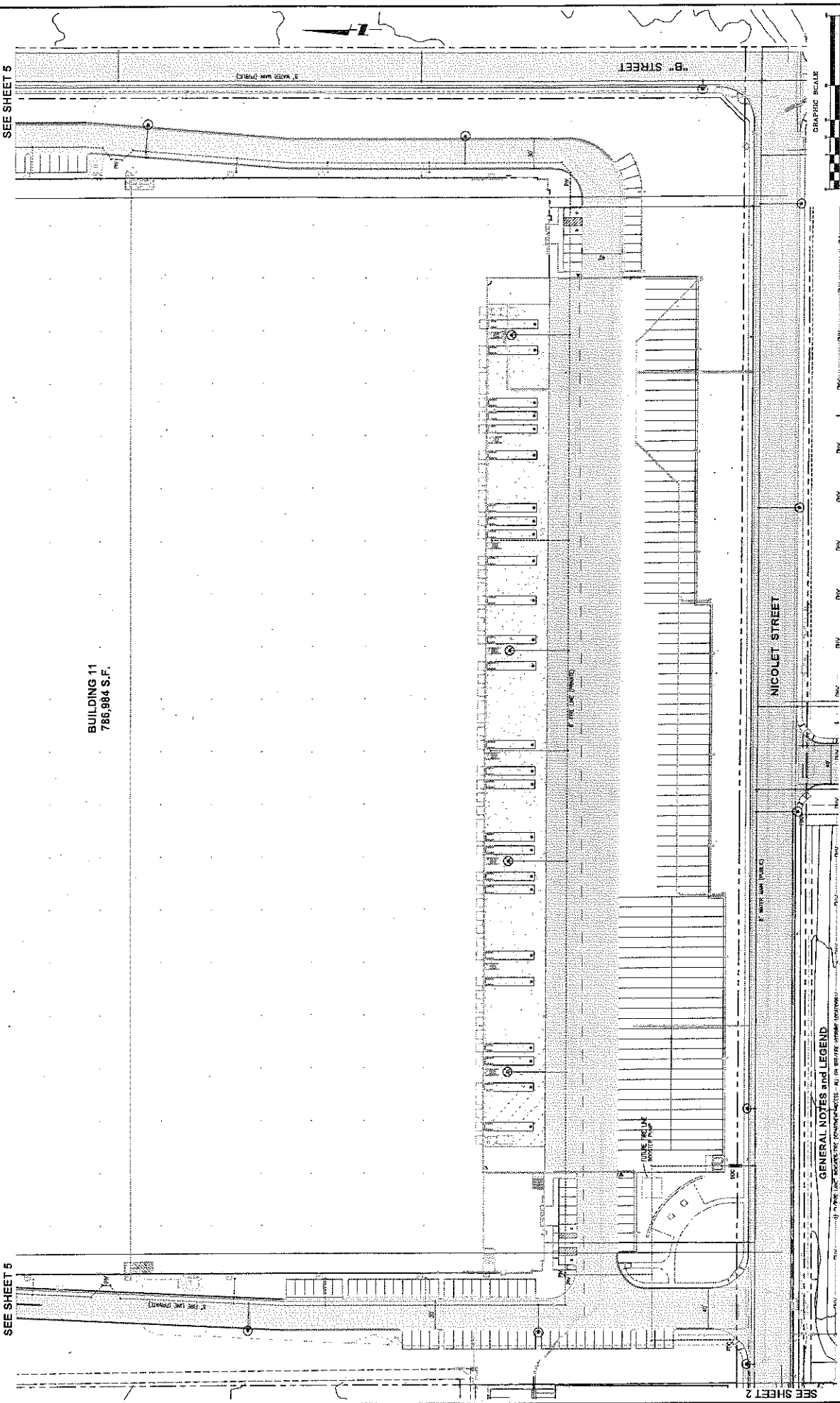
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BANNING BUSINESS PARK	
PROJECT NO. 2042.473200	
SHEET 3 OF 5	
FIRE ACCESS & HYDRANT LAYOUT	
FIRE ACCESS & HYDRANT PLAN	
CITY OF BANNING, CALIFORNIA	
OSI PARTNERSHIP I LLC C/O THE O'DONNELL GROUP, INC. 1 SAN JOAQUIN BLVD. NEWPORT BEACH, CA 92660 P.O. BOX 718-888	
STANTEC CONSULTING INC. 19 TECHWOOD DRIVE SAN JOSE, CA 95128 P.O. BOX 5050 SAN JOSE, CA 95128	
DATE: 03/23/10	
DRAWN BY: [Signature]	
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DATE: 03/23/10	

SEE SHEET 5

BUILDING 11
 786,984 S.F.

SEE SHEET 5



GRAPHIC SCALE
 1" = 100' 0"

SEE SHEET 3

SEE SHEET 2

- GENERAL NOTES and LEGEND**
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STANTEC CONSULTING INC.
 17700 MIDWAY DRIVE
 SUITE 100
 NEWPORT BEACH, CA 92660
 949.223.4000

OSI PARTNERSHIP 1, LLC
 C/O THE O'DONNELL GROUP, INC.
 2 SAN JACINTO PLAZA, SUITE 100
 NEWPORT BEACH, CA 92660
 PH: (949) 715-0551

BANNING BUSINESS PARK
 FIRE ACCESS & HYDRANT LAYOUT
 FIRE ACCESS & HYDRANT PLAN
 CITY OF BANNING, CALIFORNIA

PROJECT NO.
 2042 473200
 SHEET 4
 OF 5








March 23, 2010



SEE SHEET 4

BUILDING 11
786,984 S.F.

GENERAL NOTES and LEGEND

- | | | |
|----|---|---|
| 1) |  | THE LINE REVEALS THE REMITTANCE AMOUNT. ALL ON-SITE LINE REMITTANCE LOCATIONS SHALL BE IDENTIFIED BY A BLUE RETILLING PROMOTION MARKER FOR R.E.C.H. POS. 300-11 |
| 2) |  | IDENTIFIES THE REMITTAL LOCATION |
| 3) |  | IDENTIFIES THE LINE/STREET BOX |
| 4) |  | IDENTIFIES LOCATION OF THE REMITTANCE ADDRESS |
| 5) |  | POS / BOX NUMBER VALUE / REGIONAL VALUE |
| 6) |  | REVEALS THE CLAIM FOR R.E.C.H. THE LINE REMITTANCE |
| 7) |  | IDENTIFIES THE LINE TENDER PRINTER |

BIOCHIMIE

RECOVERED IN GOOD CONDITION. NOW DESCRIPTION FOLLOWS:
3.7 KM (2.3 MI) EAST ALONG A FRONTAGE ROAD ON THE SOUTH SIDE
OF INTERSTATE 198 TO PR. THE INTERSECTION OF SAN CARLOS AND
STATION 100. SOUTH OF THE BOUTHWAY CORNER OF A WEDGE
SHAPED MOUNTAIN. THE MOUNTAIN IS 1.5 KM (0.9 MI) N. OF THE
SOUTHERN PACIFIC RAILROAD, 0.9 KM (0.5 MI) WEST OF THE
MOUNTAIN IS A 2.0 KM (1.2 MI) WIDE RIVER. THE MOUNTAIN
ABOVE LEVEL WITH THE FRONTAGE ROAD.
ELEV. 2115 OF FT.

NO 86

REPORT NUMBER: 1871

**STANTEC CONSULTING INC.,
19 TECHNOLOGY DRIVE
IRVINE, CA 92618**

July 2014

OSI PARTNERSHIP I, LLC
C/O THE O'DONNELL GROUP, INC.
3 SAN JOAQUIN PLAZA, SUITE 160

PROJECT NO.	BANNING BUSINESS PARK

FIRE ACCESS & HYDRANT LAYOUT		SHEET 5	2042 473200
FIRE ACCESS & HYDRANT PLAN		OF 5	
CITY OF BANNING, CALIFORNIA			

PRELIMINARY NOT FOR CONSTRUCTION

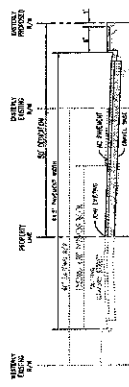
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 MARCH 2010

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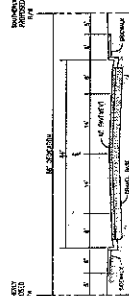
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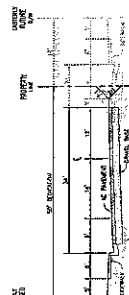
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HATHAWAY STREET

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COLLECTOR STREET "B"

MARCH 22, 2010

TENTATIVE PARCEL.
MAP 36058
2042 473200

ELIMINATION OF BANNING

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FOR

1

WILLIAM H. BROWN

L

245

**SUPPORTING
DOCUMENTATION**

**(TPM 36056 & DR #07-708
Banning Business Park)**

SEPARATE COVER

ATTACHMENTS 6 - 17

*Available in City Clerk's Office
for Review.*

**CITY COUNCIL
REPORT OF OFFICERS**

DATE: July 13, 2010

TO: Honorable Mayor and City Council

FROM: Andrew J. Takata, City Manager

SUBJECT: Banning Economic Development Action - FY 2009-2010

RECOMMENDATION:

That the City Council receive and file this report describing economic development actions and efforts made to support the Banning business community and increase economic vitality in Banning during Fiscal Year 2009-2010.

JUSTIFICATION:

Economic development and support of the local business community is a high priority for the City Council. This report will describe efforts undertaken in FY 2009-2010 to support the local business community during this global economic crisis and to advance economic development in Banning.

BACKGROUND:

In October of 2009, the Council was presented with an update of economic development activities and actions to support the local business community during this global economic crisis and to advance economic development in Banning.

The purpose of this report is to update the Council on economic development activities and actions undertaken in FY 2009-2010.

DISCUSSION:

In Fiscal Year 2009-2010, the City of Banning staff initiated and completed projects, administered programs and brought forward initiatives designed to assist and support the local business community and the local economy. These efforts included:

Administrative and Policy:

- “Buy local” City purchasing preference policy update
- Extension of deferral of residential development fees policy
- Extension of deferral of commercial development fees policy
- Increased use of local vendors
- Contracted with Banning Chamber of Commerce for economic development
- Contracted with Banning Cultural Alliance to support economic vitality

- Contracted with Solution-Works, Diane Wirth, for economic development services
- Re-Activated Council's Economic Development Advisory Committee
- Successful receipt of Neighborhood Stabilization Program (NSP) funding for use in Banning
- Negotiated contract with Habitat for Humanity for residential acquisition and rehabilitation program

Marketing and Advertising:

- Banning radio advertising campaign
- Advertising Advantage campaign with Associated Desert Shoppers (*Green Sheet*)
- Collaborated with local Chambers of Commerce to develop "Shop the Pass" campaign
- Supported Banning Chamber "Get Free Stuff" shop local campaign
- Print campaign for business recruitment to Banning
- Participation in Riverside County EDA business recruitment program
- Participation in Riverside County EDA trade show program, including
 - Solar 2009
 - Medical Device and Manufacturing (MD&M) 2010, and
 - International Council of Shopping Centers (ICSC) 2010.

Project Specific:

- Funding Fox Theater renovation
- Approved new downtown façade program, completed one project, two others in progress
- Completed support of rehabilitation and tenanting the Oddfellows building
- Furtherance of Mid-County Justice Center project
- Predevelopment of the *The Village at Paseo San Geronio*
- Completion of new Police Station in Downtown
- Advancing disposition and development of major retail site on W. Ramsey
- Continued recruitment of 1,000,000 sq ft "point of sale" distribution center
- Planning Commission Approval of O'Donnell Business Park
- Inland Behavioral and Health Services clinic in east Banning
- Facilitate / assist San Geronio Memorial Hospital expansion
- Aggressively pursued re-use opportunities for Pacific Window plant
- Facilitate product expansion at Walgreens to generate additional sales tax
- Retention / expansion of Banning manufacturer/distributor
- Site analysis for specialty retailer / service provider
- Site analysis for large construction supply manufacturing firm
- Renovation/Expansion of Sunset / Ramsey retail center

Infrastructure:

- Development of downtown parking lot to support downtown businesses

- Completion of Storm Line “D” to facilitate Mid-Valley Justice Center
- Street improvements at Apex and Ramsey to create four new “retail corners”
- New turn pockets fronting San Geronio Memorial Hospital
- Ramsey Street median(s) plant establishment project
- Street improvements in support of airport industrial development
- Develop water service enhancement project to increase downtown development
- Infrastructure investment in support of Mt San Jacinto Community College development
- Advancement of design for I-10 and 8th Street Interchange
- Advance the “Sunset Grade Separation Project” to increase development opportunities south of I-10 and in conjunction with MSJCC.

While no single effort can counter the effects on the local economy resulting from the global economic crisis, the programs and projects listed above have been implemented to support the Banning business community, support local businesses and increase economic vitality in Banning.

Fiscal Year 2010-2011:

Going forward staff proposes to follow a five-point plan for economic development in Banning, in addition to preparing an economic development strategy, by:

- 1) Continuing efforts to secure recruitment prospects that will bring new quality jobs, new retail and professional services, municipal revenue and supply chain opportunities to Banning.
- 2) Continuing to identify, court and recruit development firms to develop new business parks, build-to-suits and retail centers to accommodate targeted companies who require space and facilities not in the current available inventory.
- 3) Analyze and propose development of new programs and policies for the Board’s future consideration to support specific niche targets such as new restaurants, by developing specific assistance packages to this end.
- 4) Continuing targeted infrastructure investment that will support bringing fallow and underutilized land into service for light industrial, manufacturing , distribution and retail
- 5) Expand marketing, advertising outreach and collaborations to increase the economic vitality of Banning.

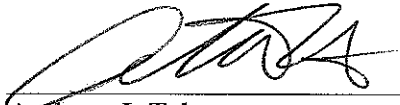
CONCLUSION:

It is recommended that the City Council receive and file this report describing economic development actions and efforts made in support of the business community and to increase economic vitality in Banning Fiscal Year 2009-2010 .

FISCAL DATA:

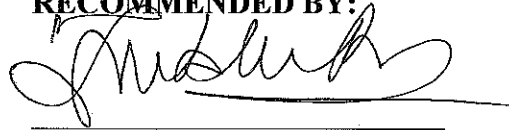
There is no financial impact associated with receiving and filing this report.

APPROVED BY:



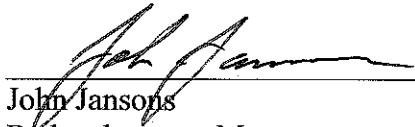
Andrew J. Takata
City Manager

RECOMMENDED BY:



Zai Abu Bakar
Community Development Director

PREPARED BY:



John Jansons
Redevelopment Manager