



City Council Staff Report

DATE: July 6, 2016

CONSENT CALENDAR

SUBJECT: APPROVAL OF A REAL PROPERTY ACQUISITION AGREEMENT WITH AENEAS VALLEY RANCH, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, TO ACCEPT DONATED PROPERTY IDENTIFIED BY ASSESSORS PARCEL NUMBER (APN) 635-060-011 FOR THE PROPOSITION 1 GRANT PROGRAM – REMEDIATION OF THE DUNN ROAD SITE

FROM: David H. Ready, City Manager

BY: Public Works & Engineering Department

SUMMARY

The City has successfully obtained a grant in the amount of \$65,390 from the Coachella Valley Mountains Conservancy through the Proposition 1 Grant Program to proceed with preparation of a remediation plan and required environmental documentation to complete the remediation of a 40-acre parcel of land to be donated to the City by the property owner, Aeneas Valley Ranch, LLC, a Washington limited liability company, (James Platt, Managing Member). This action will approve and authorize the City Manager to enter into an agreement to acquire the donated real property, identified by Assessor's Parcel Number (APN) 635-060-011, and to authorize issuance of a Purchase Order in the amount of \$65,390 with Terra Nova Planning and Research.

RECOMMENDATION:

1. Adopt Resolution No. _____, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS CALIFORNIA, ACCEPTING THE DONATION OF 40 ACRES OF VACANT REAL PROPERTY FROM AENEAS VALLEY RANCH, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, FOR THE PROPERTY IDENTIFIED BY ASSESSOR PARCEL NUMBER (APN) 635-060-011"; and
2. Approve a Real Property Acquisition Agreement, (A _____), with Aeneas Valley Ranch, LLC, a Washington limited liability corporation, in the amount of \$0 to accept the conveyance of donated property identified by Assessor's Parcel Number (APN) 635-060-011; and

ITEM NO. 26

3. Authorize a Purchase Order in the amount of \$65,390 with the City's "on-call" environmental assessment (CEQA) services firm, Terra Nova Planning and Research, Inc., pursuant to Agreement No. 6559, for preparation of environmental and remediation documentation for the "Dunns Road Project"; and
4. Authorize the City Manager to execute all necessary documents, open escrow, and pay for associated escrow and title costs associated with the acceptance of the donated real property.

STAFF ANALYSIS:

On October 7, 2015, the City Council adopted Resolution No. 23903 supporting and authorizing the submittal of applications for grant funds from the Coachella Valley Mountains Conservancy Proposition 1 Program. The Coachella Valley Mountains Conservancy, (the "Conservancy"), was established by California Public Resources Code Section 33501 in 1991 to protect the natural and cultural resources of the Coachella Valley and its surrounding mountains, which include the San Jacinto and Santa Rosa Mountains National Monument and portions of Joshua Tree National Park. The Conservancy has a history of working efficiently with federal agencies, Riverside County, local cities and numerous nonprofit organizations to preserve open space, wildlife, scarce water resources and historical artifacts through conservation land acquisition, habitat management or restoration, and educational and recreational opportunities for residents and visitors.

Proposition 1, the "Water Quality, Supply, and Infrastructure Improvement Act of 2014," was enacted by the voters on November 4, 2014, to provide a comprehensive and fiscally responsible approach for addressing the array of challenges facing California's limited water resources. Proposition 1 provides funding to implement the three objectives of the California Water Action Plan, namely, more reliable water supplies, the restoration of important species and habitat, and a more resilient and sustainably managed water infrastructure.

Under Chapter 6 of Proposition 1, the Conservancy received an allocation of \$10 million to fund multi-benefit water quality, water supply, and watershed protection and restoration projects that benefit the Coachella Valley. On May 11, 2015, the Conservancy adopted the Proposition 1 Grant Program Guidelines, (the "Guidelines"), establish the process to be used by the Conservancy to solicit applications, evaluate proposals and award grants of Proposition 1 funds. The Conservancy anticipates making \$2.5 million available for eligible projects in fiscal year 2015-16, and approximately \$2.0 million per year for the next four fiscal years. The minimum grant amount is \$5,000. The Conservancy will administer one or more competitive cycles each fiscal year through the issuance of a notice of funding availability ("NOFA"). Applicants must submit a Conservancy Proposition 1 grant application package in accordance with the requirements of a NOFA to be considered.

On May 11, 2015, the Conservancy adopted the Proposition 1 Grant Program Guidelines, and requires:

Applicant possesses legal authority to apply for the grant, and to implement the proposed project described in the Project Narrative attached below. A resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

Eligible projects include "Watershed Restoration Projects" intended to enhance watershed related natural features, such as washes, channels, streams, or riverbeds. An example is by implementing a project to cleanup or remediate hazardous materials that are detrimental to water quality and/or habitat value. Under this eligible project category, staff recommended and the City Council approved the submittal of an application related to the remediation of a 40-acre agricultural parcel of land:

40-Acre Agricultural Parcel Clean-Up & Remediation Project – this project proposes to remediate hazardous materials illegally disposed on a 40-acre agricultural parcel located in the southern portion of the City's limits in the Pinyon Pines area, off of Dunn's Road, as shown in Figure 1. This parcel is located in an environmentally sensitive area at the top of the watershed to Palm Canyon Wash; stormwater passing over this property has the potential to percolate through the hazardous materials and contaminate the underlying aquifer – which is at the headwaters of the Palm Canyon Wash. Grant funds requested: \$885,000

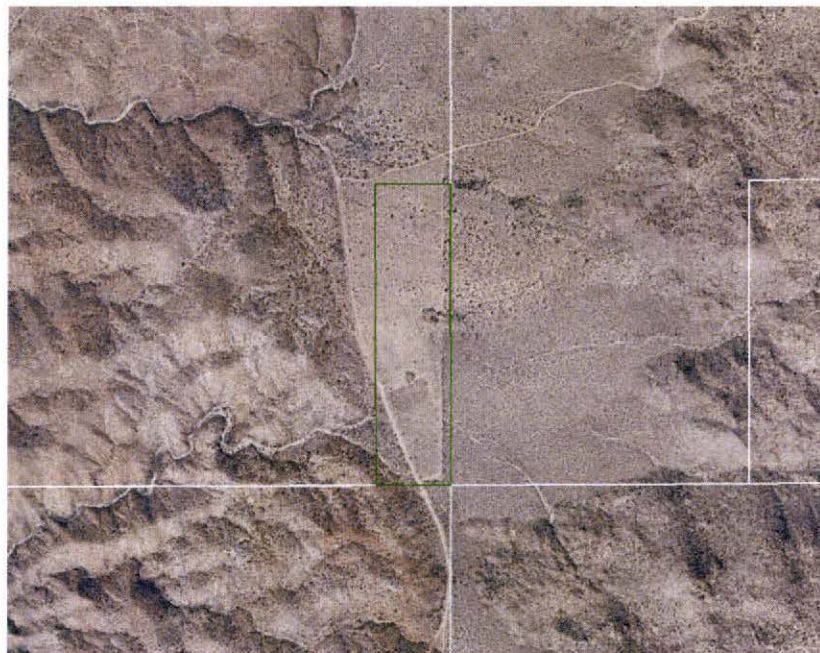


Figure 1

The 40-acre parcel of land is located in the southern portion of the City's limits in the Pinyon Pines area, off of Dunn's Road, as shown in Figure 2.

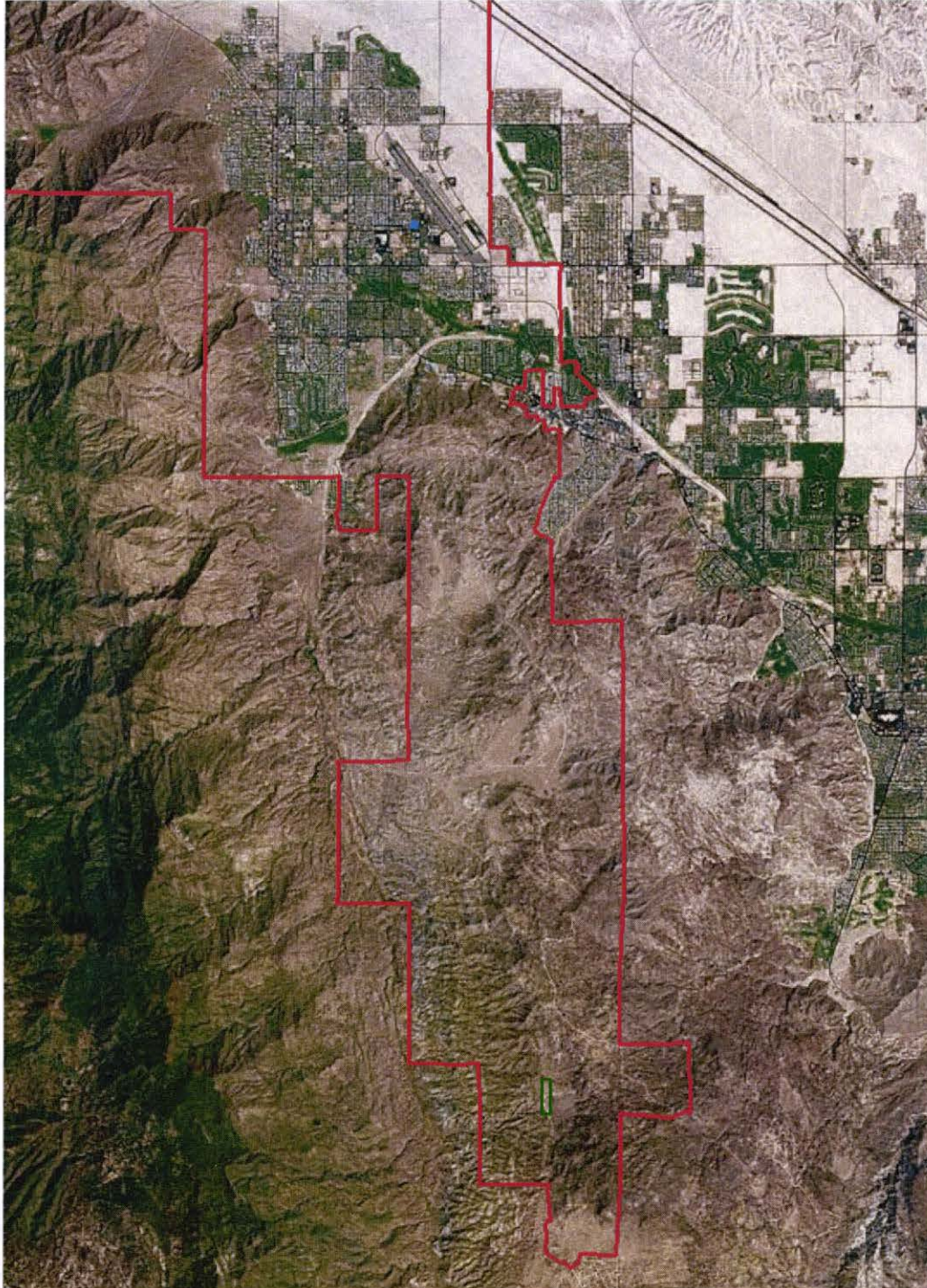


Figure 2

The parcel of land was previously used for agricultural purposes, but subsequently has had trash, debris and refuse, including potentially hazardous materials, illegally disposed on the site. A close up aerial view of the parcel is shown in Figure 3.

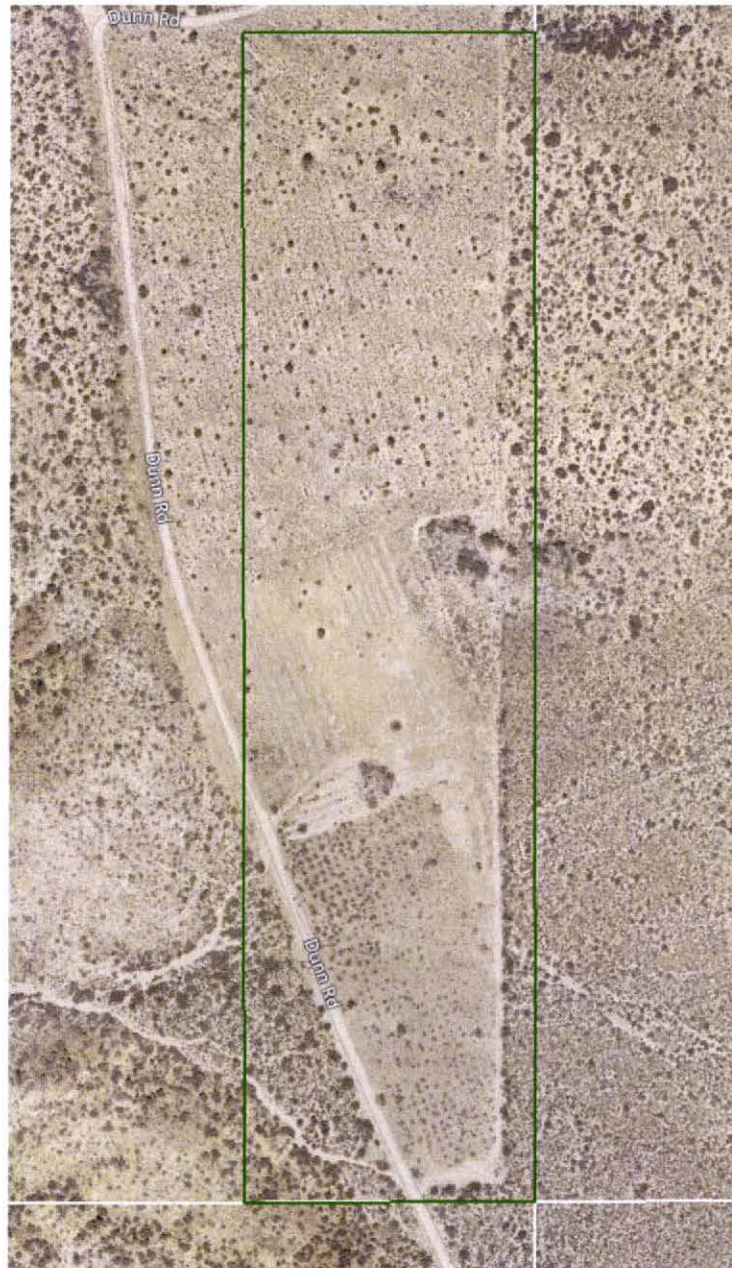


Figure 3

On January 22, 2016, the Conservancy notified the City of the Conservancy's approval of the Remediation Project, and a recommending of funding. A copy of the Conservancy's letter is included as **Attachment 1**. Subsequently, the City has received an agreement from the Conservancy awarding the City \$65,390 in Proposition 1 funding

to initiate the first phase of the Remediation Project, described as: *Assess the level and type of contamination, and develop a remediation and restoration plan. Conduct surveys and studies and prepare documentation necessary for CEQA and NEPA compliance related to the city of Palm Spring's San Jacinto Mountains Watershed Acquisition & Restoration project.* A copy of the Proposition 1 grant agreement is included as **Attachment 2**.

As a condition of the \$65,390 award for initial phase one assessment and a remediation and restoration plan, the Conservancy required that the city provide actual cost estimates for environmental assessment services. Staff utilized the City's existing "on call" agreement to acquire a quote for the services needed to begin the Dunn Road project.

On June 18, 2014, city council approved an "on call" agreement with five professional firms that provide environmental assessment services. The approved agreements provided services for an initial three year term. On March 2, 2016, staff requested proposals from each of the five firms approved by the city council for "on call" environmental services, requesting scope and fee to provide preliminary environmental services associated with the Dunn Road project. A copy of the City's Request for Proposals solicitation is included as **Attachment 3**.

Of the firms that responded to the City's solicitation, Terra Nova Planning and Research Inc., provided the lowest cost and most complete response for the preliminary environmental phase of the Dunn Road project, at a cost of \$65,390; it was on the basis of Terra Nova's scope and fee that the City provided the requested preliminary phase cost information to the Conservancy, on which they based their initial award to the City in the same amount. A copy of the Terra Nova proposal is included as **Attachment 4**.

Staff recommends that the City Council authorize a Purchase Order in the full amount of \$65,390 to begin the initial phase of the Dunn Road project. Once complete, staff will submit proof of payment to the Conservancy for reimbursement.

Subsequent phases of funding through the Conservancy's Proposition 1 Program are anticipated to cover physical remediation of the property. However, there is no guarantee that the Conservancy will award the City future funding to complete the remediation project. In that event, the City has coordinated with the California Department of Resources, Recycling and Recovery to request that the state accept and participate in the cleanup and remediation of the property through their Solid Waste Disposal and Codisposal Site Cleanup Program; a copy of the City's request letter is included as **Attachment 5**. The California Conservation Corps has also indicated an interest in providing resources and participating in the cleanup of this property.

At the September 2, 2015, City Council closed session meeting, Council provided direction to staff to pursue acquisition of the property and open escrow with the property owner, on the condition that acquisition does not occur unless the City is awarded the

Proposition 1 Grant. At the June 15, 2016, City Council closed session meeting, Council received an update from staff on the City's award of the Proposition 1 grant from the Conservancy, and directed staff to proceed with acceptance of the donated property on the condition that escrow to acquire the donated property not close until such time as the City has secured all grant funds necessary to complete the remediation, or otherwise confirms third-party resources have been committed to the City. The acquisition agreement to acquire the donated property has been revised to identify an indefinite date to the closing of escrow (Section 2.3), as well as Paragraph f of Section 2.3.1 "Conditions of City for Close of Escrow" which states:

(f) City has obtained 100% of the funding necessary to perform remediation and cleanup of the Property, either from grant funding through the Coachella Valley Mountains Conservancy or such other grant award agencies, or through committed agreements with third party agencies to perform such remediation (including the California Department of Resources, Recycling and Recovery to request that the state accept and participate in the cleanup and remediation of the property through their Solid Waste Disposal and Codisposal Site Cleanup Program). As of the date this Agreement is executed, the City has obtained funding to perform preliminary assessment and environmental review for actions necessary to perform remediation and cleanup of the Property; at the completion of this work, City will identify the full cost of the remediation and cleanup of the Property and request additional funding from the Coachella Valley Mountains Conservancy.

Staff has prepared a Real Property Acquisition Agreement with the property owner, Aeneas Valley Ranch, LLC, a Washington limited liability company, (James Platt, Managing Member), to facilitate the transfer and conveyance of the donated real property to the City. A copy of the agreement is included as **Attachment 6**.

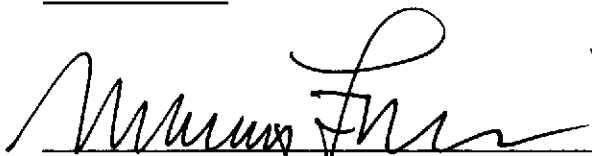
ENVIRONMENTAL IMPACT:

Section 21084 of the California Public Resources Code requires Guidelines for Implementation of the California Environmental Quality Act ("CEQA"). Section 15061(b)(3) of the CEQA Guidelines exempts activities that are covered under the general rule that CEQA applies only to projects that have the potential to cause significant effects on the environment. Where it can be seen with certainty that there is no possibility the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed activity undertaken by this action is to authorize the acceptance of donated real property, with the resulting action being the transfer of title from the current property owner to the City of Palm Springs. No physical changes to the property will result from the action being taken. The future remediation of the property is subject to separate environmental review in accordance with the CEQA Guidelines, which will be completed prior to the City Council's approval of any actions implementing such remediation.

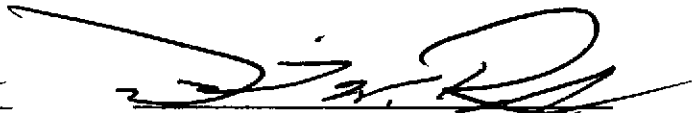
FISCAL IMPACT:

The fair market value of the property to be donated and accepted by the City is \$200,000; however, costs to remediate and clean up the property have been estimated to cost as much as \$700,000. Acceptance of the donated real property requires the City to enter into escrow to facilitate the conveyance of property; it is estimated that escrow and title fees in the amount of \$10,000 will be incurred. Escrow to acquire the donated property will not close until the City has secured such additional funds as may be necessary to complete the required remediation of the property, or the City secures third-party resources committed to such clean up. Sufficient funding for estimated escrow fees are budgeted and available in the General Fund, Account 001-4171-43200. Sufficient funds are budgeted and available in the Recycling Fund Account No. 125-1280-42691 to authorize the Purchase Order with Terra Nova in the amount of \$65,390 which will be reimbursed by the Conservancy.

SUBMITTED:



Marcus L. Fuller, MPA, P.E., P.L.S.
Assistant City Manager/City Engineer



David H. Ready, Esq., Ph.D.
City Manager

Attachments:

1. January 22, 2016, Conservancy Letter
2. Proposition 1 grant agreement
3. Request for Proposals for Preliminary Environmental Services
4. Response to RFQ from Terra Nova
5. City Request Letter - Solid Waste Disposal and Codisposal Site Cleanup Program
6. Real Property Acquisition Agreement
7. Resolution

ATTACHMENT 1



PROTECTING OUR NATURAL AND CULTURAL HERITAGE

January 22, 2016

Michele Mician
Sustainability Manager
City of Palm Springs
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262

Subject: Application for Proposition 1 Grant/Remediation and Acquisition of
Dunn Road Site

Dear Michele:

The CVMC Board of Directors met on Monday, January 11 to review the staff and expert panel recommendations for the proposals from the Proposition 1 Grant Program NOFA 2015-01, including the City of Palm Springs' application for funding of the remediation and acquisition of the Dunn Road site (the "Project"). The panel recommended the Project for funding with some conditions based on the Project's ranking under the evaluation criteria in the Grant Program Guidelines. As we discussed, the conditions relate to obtaining and verifying more precise cost estimates and imposing a conservation easement on the site after its acquisition.

I am pleased to report that the Board directed CVMC staff to work with the City on preparing a resolution awarding a grant to the City to fund the site assessment activities needed to develop and estimate the cost of the remediation plan for consideration at an upcoming Board meeting. The costs of preparing CEQA documentation for the Project's implementation would also be eligible grant expenses, so those can be included in the site assessment grant. Note that an award will not be made until final approval of a resolution by the Board and execution of a grant agreement between the City and CVMC.

In order to be able to establish the specific amount of the site assessment grant, we request that the City undertake procurement for such work prior to our placing the item on the agenda. We hope to schedule Board consideration at the May 9, 2016 meeting, for which the agenda will be finalized on or about April 28, 2016. The next meeting after that will be on

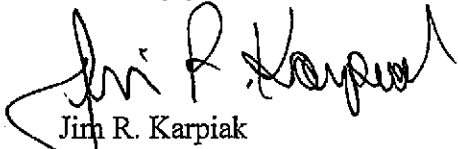
Michele Mician
January 22, 2016

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July 13, with the agenda to be finalized around June 29. Please let me or Bob Gossman of our staff know if you have any questions.

We appreciate the City's willingness to participate in the Conservancy's program to implement the California Water Action Plan in the Coachella Valley and look forward to continuing to work with you and other City officials.

Sincerely yours,



Jim R. Karpiak
Executive Director

cc: Charlotte Whitney
Bob Gossman

ATTACHMENT 2

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**State of California - The Resources Agency
COACHELLA VALLEY MOUNTAINS CONSERVANCY**

**APPLICATION FOR LOCAL ASSISTANCE GRANT (Proposition 1)
Grant Number: 3850-P01-0008 (Phase 1)**

PROJECT NAME: Environmental Review and Remediation Plan for San Jacinto Mountains Watershed Acquisition & Restoration	AMOUNT OF GRANT REQUESTED \$65,390.00	
	ESTIMATED TOTAL PROJECT COST \$65,390.00	
GRANT APPLICANT (agency and address, include zip code) City of Palm Springs 3200 E. Tahquitz Canyon Way Palm Springs, CA 92262	COUNTY Riverside	
	PROJECT ADDRESS Portion of Riverside County in the <u>South</u> area of Palm Springs (<u>40</u> acres in S <u>T</u> <u>R</u>)	
	NEAREST CROSS STREET <u>Dunn Road</u> (must have this filled in)	
	SENATE DISTRICT NO. 28	ASSEMBLY DISTRICT NO. 42
GRANT APPLICANT'S REPRESENTATIVE AUTHORIZED IN RESOLUTION (name typed) Marcus Fuller	TITLE Assistant City Manager/ City Engineer	PHONE (760) 322-8280
	PERSON WITH DAY-TO-DAY RESPONSIBILITIES FOR PROJECT IF DIFFERENT FROM AUTHORIZED REPRESENTATIVE Michelle Mician	TITLE Sustainability Manager

BRIEF DESCRIPTION OF PROJECT

Assess the level and type of contamination, and develop a remediation and restoration plan. Conduct surveys and studies and prepare documentation necessary for CEQA and NEPA compliance related to the city of Palm Spring's San Jacinto Mountains Watershed Acquisition & Restoration project.

For Acquisition projects, Project land will be up to approximately _____ acres. _____ Acquired in fee simple by Grant Applicant. _____ Acquired in other than fee simple (<i>explain</i>) _____	For Restoration or Infrastructure projects, Project Site is Approximately 40 Acres. _____ Acres owned in fee simple by Grant Applicant. _____ Acres available under a _____ year lease. <input checked="" type="checkbox"/> _____ Acres other interest (<i>explain</i>) _____ Option to Acquire _____
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I certify that the information contained in this project application form, including required attachments, is accurate.

SIGNED		DATE
	Grant Applicant's Authorized Representative as shown in Resolution	

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CERTIFICATION

Applicant possesses legal authority to apply for the grant, and to implement the proposed project described in the Project Narrative attached below. A resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

Applicant will cause the project to be implemented in accordance with the schedule, budget and conditions contained in its grant proposal. Where the project includes land acquisition, the property shall be maintained in perpetuity for the conservation of its biological and scenic resources. With the approval of the Conservancy, the applicant or its successors in interest in the property may transfer the responsibility to maintain the property to a qualified local, state, or federal agency, or to another qualified non-profit organization.

Applicant will give the State's authorized representative access to and the right to examine all records, books, papers, or documents related to the grant.

Applicant will comply where applicable with provisions of the California Environmental Quality Act and the California Relocation Assistance Act, any other state, and/or local laws, and/or regulations.

Applicant provides the foregoing assurances as witnessed by the signature of applicant's authorized representative below.

Name, Title

Date

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**PROPOSITION 1 GRANT AGREEMENT
Coachella Valley Mountains Conservancy
State of California - The Natural Resources Agency**

Grantee Name: City of Palm Springs

Project Title: Environmental Review and Remediation Plan for Palm Springs-San Jacinto Mountains Watershed Acquisition & Restoration Project

Agreement Number: 3850-P01-0008 Phase 1

Funding Source: Water Quality, Supply, and Infrastructure Improvement Act of 2014 – Proposition 1

Program: Prop 1 Grant Program

Maximum Grant Amount: \$65,390.00

Agreement Date: May 26, 2016

Completion Date: August 31, 2016

Under the terms and conditions of the Agreement, Grantee agrees to complete the Project as described in the Project Scope attached as Exhibit A, as it may be amended in writing by Grantee and CVMC, and CVMC agrees to fund the Project up to the Maximum Grant Amount above.

PROJECT DESCRIPTION

Conduct surveys and studies necessary to prepare a remediation plan and required environmental documentation under CEQA and NEPA for Grantee's proposed watershed restoration project involving the Palm Canyon watershed within the San Jacinto Mountains.

A detailed Project Scope, Project schedule and Project Budget are attached hereto as Exhibit A and are hereby incorporated into this Agreement.

The General and Special Conditions attached hereto are hereby incorporated into the Agreement.

Grantee:

City of Palm Springs

By: _____
Marcus Fuller
Assistant City Manager/City Engineer

Grantor:

Coachella Valley Mountains Conservancy

By: _____
Jim R. Karpiak
Executive Director

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TERMS AND CONDITIONS OF GRANT

General Conditions

A. Definitions

1. The term "Act" means the legislation authorizing the Funding Source identified above, along with any applicable regulations established by the Natural Resources Agency or CVMC.
2. The term "Agreement" means this Grant Agreement.
3. The term "Application" means the individual application form, its required attachments and any proposal submitted by the Grantee to CVMC related to the Project.
4. The term "Application Guidelines" means the CVMC Proposition 1 Grant Program Guidelines.
5. The term "CVMC" means the Coachella Valley Mountains Conservancy, an agency of the State of California within the Natural Resources Agency.
6. The term "Grant" or "Grant Funds" means the money provided by CVMC to the Grantee or its contractors or vendors under this Agreement.
7. The term "Grantee" means the Friends of the Desert Mountains, a California nonprofit public benefit corporation.
8. The term "Other Sources of Funds" means cash or in-kind contributions that are required or used to complete the project beyond the Grant Funds provided by this Agreement.
9. The term "Payment Request" means a form provided by CVMC and/or an invoice and related documentation used by Grantee to request disbursements under this Agreement.
10. The term "Project" means the work listed in the Project Scope attached as Exhibit A to be accomplished with Grant Funds.
11. The term "Project Budget" means the CVMC approved cost estimate included in Exhibit A to this Agreement.
12. The term "Project Scope" means the description included in Exhibit A for work to be accomplished by the Project.

B. Project Execution

1. Subject to the availability of funds in the Act, CVMC hereby grants to the Grantee a sum of money (the "Grant Funds") not to exceed **\$65,390.00** in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the Terms and Conditions set forth in this Agreement.
2. Grantee shall complete the Project by **July 31, 2016**, unless an extension has been granted by CVMC in writing and under the Terms and Conditions of this Agreement. Extensions may be requested in advance and will be considered by CVMC, at its sole discretion.

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3. Where relevant, Grantee shall at all times ensure that Project complies with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13, commencing with section 21000 *et. seq.*, Cal Code Regs. title 14, section 15000 *et. seq.*) and all other environmental laws, including but not limited to obtaining all necessary permits.
5. Where relevant, Projects must comply with any applicable laws pertaining to prevailing wages and labor compliance.
6. Grantee shall provide access by CVMC to any of its draft data, surveys, studies or other work product related to the Project within two business days of CVMC's written request.
7. Prior to the commencement of any work, any modification or alteration in the Project as set forth in the Application on file with CVMC must be submitted to CVMC for approval. Changes in Project Scope must continue to meet the need cited in the original application or they will not be approved.

C. Project Costs

1. Any Grant Funds provided to Grantee under this Agreement will be disbursed for eligible costs shall not exceed in any event the amount set forth in Section B. 1 above, in accordance with the budget in the Project Budget, as it may be revised in writing by CVMC. Grant Funds may be disbursed, at Grantee's option, either through reimbursement to Grantee for invoice paid, or via prepayment to Grantee based on invoices from subcontractors or vendors, provided that appropriate Payment Documentation is submitted in accordance with the next section. Grantee acknowledges that requesting funds on a prepayment basis may result in delays in paying its subcontractors/vendors, and Grantee agrees to notify such subcontractors/vendors when retaining them.
2. Payment Documentation:
 - a. All payment requests must be submitted using a completed Payment Request that includes an itemized list of all expenditures that clearly documents the corresponding line-item descriptions in the Project Budget approved by CVMC.
 - b. Each payment request for reimbursement must also include proof of payment such as receipts, paid invoices, canceled checks or other forms of documentation demonstrating payment has been made.
 - c. Each payment request for prepayment must also include detailed invoices and other forms of written documentation demonstrating to CVMC's reasonable satisfaction that the work has been done or the materials have been delivered.
 - d. No more than one Payment Request may be submitted in any thirty (30) day period.
 - e. Any payment request that is submitted without the required itemization and documentation, as determined reasonably by CVMC, will not be authorized. If the payment request package is incomplete, inadequate or inaccurate, CVMC will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.
3. Grant Funds in this award have a limited period in which they must be expended. Grantee expenditures funded by CVMC must occur within the time frame of the Project Performance Period as indicated in this Agreement.

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4. Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Exhibit A approved by CVMC. The total dollars of a category in the Project Budget may be increased by up to ten percent (10%) through a reallocation of funds from another category, without approval by CVMC. However, the Grantee shall notify CVMC in writing when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any cumulative increase or decrease of more than ten percent (10%) from the original budget in the amount of a category must be approved by CVMC. In any event, the total amount of the Grant Funds may not be increased.

D. Project Administration

1. Grantee shall promptly provide Project reports and/or photographs upon request by CVMC. In any event Grantee shall provide CVMC a report showing total final Project expenditures with the final payment request and required closing documents.
2. Grantee shall make the studies, reports or other work product developed pursuant to this Agreement available for inspection upon request by CVMC at any time.
3. Grantee shall submit all documentation for Project completion, including a notice of completion as applicable and final reimbursement within ninety (90) days of Project completion, but in no event any later than **October 31, 2016**.
4. Final payment is contingent upon CVMC review of the Project and related work product and CVMC's determination that the Project is consistent with Project Scope as described in Exhibit A, together with any CVMC approved amendments.
5. This Agreement may be amended by mutual agreement in writing between Grantee and CVMC. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.
6. Grantee must report to CVMC all sources of other funds for the Project.

E. Project Termination

1. Prior to the completion of the Project, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of such termination. CVMC may also terminate this Grant Agreement for any reason at any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by Grantee which affects performance of this or any other grant agreement or contract entered into with CVMC.
2. If CVMC terminates without cause the Agreement prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to CVMC under this Agreement. CVMC shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of the Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
3. If the Grantee fails to complete the Project in accordance with this Agreement, or fails to fulfill any other obligations of this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to CVMC of all amounts disbursed by CVMC under this Agreement, plus any further costs related to the Project. CVMC may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed

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provided that CVMC determines it is in CVMC's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to CVMC for breach of this Agreement.

4. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement under the Act may be cause for suspension of all obligations of CVMC hereunder.
5. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for suspending all obligations of CVMC hereunder if, in the judgment of CVMC, such failure was due to no fault of the Grantee. At the discretion of CVMC, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.

F. Hold Harmless

1. Grantee shall waive all claims and recourses against CVMC, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except claims arising from the gross negligence of CVMC, its officers, agents and employees.
2. Grantee shall indemnify, hold harmless and defend CVMC, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Project, including development, construction, operation or maintenance of the improvements and site described in the Project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence of CVMC, its officers, agents or employees.
3. Grantee and CVMC agree that in the event of judgment entered against CVMC and Grantee because of the gross negligence of CVMC and Grantee, their officers, agents or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents and records for the Project and to make them available to CVMC for auditing at reasonable times. Grantee shall also retain such financial accounts, documents and records for five (5) years after final payment and one (1) year following an audit.
2. Grantee agrees that during regular office hours, CVMC and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the Grantee pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by CVMC accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.
3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by CVMC.

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H. Use of Work Product

1. Grantee agrees that the reports, surveys and other work product developed as part of the Project are being created for CVMC's use and are and shall be the property of CVMC.
2. Grantee shall not use the reports, surveys and other work product developed as part of the Project for other purposes and shall not deliver them to third parties without the written permission of CVMC.

I. Nondiscrimination

The Grantee shall not discriminate against any person on the basis of sex, race, color, ancestry, religious creed, national origin, disability, sexual orientation, gender identity, age (over 40) or marital status in the use of any property or facility acquired or developed pursuant to this Agreement.

J. Application Incorporation

The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by CVMC are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

K. Severability

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

L. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different or subsequent breach by either party.

M. Assignment

Except as expressly provided otherwise, this Agreement is not assignable by the Grantee either in whole or in part.

N. Audit Requirements

Projects are subject to audit by CVMC annually for five (5) years following the final payment of Grant Funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the Project for which the Grant Funds were granted.

DRAFT COPY

SPECIAL CONDITIONS

1. Prior to retaining any subcontractors or vendors, Grantee shall demonstrate to CVMC's reasonable satisfaction that its contractor or vendor selection was fair and reasonable.

DRAFT COPY

EXHIBIT A

I. Project Scope

- Analyze proposed restoration project described by Grantee in its October 30, 2015 Application for Local Assistance Grant (Proposition 1), "Remediation of Illegal Dump Site - Dunn Road" (the "Proposed Project").
- Determine the appropriate level of review under CEQA, and if necessary NEPA, for the Proposed Project, and prepare appropriate documentation (e.g., notice of exemption, initial study and negative declaration, etc.) in conjunction with CVMC staff.
- Prepare a remediation plan, including a habitat restoration plan and total cost estimates, in a manner that assures compliance with MSHCP goals and standards.

II. Project Schedule

- Complete analysis and review of existing environmental documentation by July 1, 2016;
- Complete environmental documentation and remediation plan by July 31, 2016.

III. Project Budget

Not to exceed \$65,390.00, pursuant to a schedule of hourly rates and charges to be approved in writing by CVMC prior to the execution of any subcontract. CVMC and Grantee recognize that the extent of environmental analysis for the Proposed Projects is not yet known, and therefore this is a time and materials basis contract. Should the maximum grant amount hereunder be expended, Grantee shall have no obligation to do further work. In such event, Grantee shall negotiate in good faith with CVMC about a change in the Project or additional funding, which CVMC retains full discretion to approve or deny.

ATTACHMENT 3



City of Palm Springs

Office of Sustainability

3200 E. Tahquitz Canyon Way • Palm Springs, California 92262
Tel: (760) 323-8214 • Fax: (760) 323-8360 • Web: www.palmspringsca.gov

March 2, 2016

ATTN:

The City of Palm Springs (COPS), Office of Sustainability, is reaching out to you per your current on-call agreement #6558. COPS has received a grant to clean up an area of land located on Dunn Road in the City of Palm Springs and we would appreciate a written proposal from your company describing the procedures required to remediate the area of the illegal dumping that has occurred there. We need to know what exactly is there in order to determine the steps to take to begin the remediation process.

The following information should be included in your proposal:

- Procedure for assessing the levels of contamination, identifying and structuring a thorough cleanup and remediation plan.
- Include services required under NEPA, CEQA and the Coachella Valley Multiple Species Habitat Conservation Plan ("MSHCP").
- Number of hours required to complete the project.
- Your fee for the project as well as any per hour or per job extra costs you may find once the project begins.

The property address is:

Dunn Road and 74, Abandoned Pistachio and Almond Grove Property

APN# of Property: 635-060-011

Please see attached for further information. A response is requested by March 10, 2016 at close of business day or sooner.

Thank you,

Michele Mician,
Manager, Office of Sustainability
City of Palm Springs California

**NOTICE TO CITY OF PALM SPRINGS ON-CALL ENVIRONMENTAL FIRMS
ENVIRONMENTAL CONSULTANT/SITE REMEDIATION PROJECT
March 1, 2016**

The City of Palm Springs ("COPS"), an agency of the state of California, applied to the Coachella Valley Mountains Conservancy (CVMC) *Proposition 1 Grant Program* to restore a 40-acre site located on the southern limits of Palm Springs off of Dunn Road.

The City requires consulting services to assess the site including those required under NEPA, CEQA and the Coachella Valley Multiple Species Habitat Conservation Plan ("MSHCP"). In addition, the scope of work will include a complete site assessment and preparation of a remediation plan for the Dunn Road project.

A. Description of Project

The City of Palm Springs conducted an initial site visit with Cal Recycle and the Friends of the Desert Mountains. Conservative estimates suggest the costs of assessing the levels of contamination, identifying and structuring a thorough cleanup and remediation plan and completing the plan at a total cost of approximately \$925,000. However, no real data or formal quote has been procured to substantiate the preliminary cost estimate. For this reason the City of Palm Springs applied for funding from several sources including the CVMC Proposition 1 grant funding. A grant was awarded for a portion of the project costs pending a formal cost estimate for site assessment.

The aforementioned parcel of land is currently owned by Aeneas Valley Ranch, LLC. who will transfer the property to the City of Palm Springs once the City can secure funding for site cleanup and remediation. Records indicate that this 40-acre parcel was excepted from the larger transfer of ownership of 600 acres in Section 17 of the U.S. Bureau of Land Management by Deed recorded in 2002. When the City of Palm Springs became aware that the site contained potentially hazardous materials and could be unsafe for local residents and the environment, the Office of Sustainability contacted land owners to discuss bequeathing the land to the City. Aeneas Valley Ranch, LLC agreed to a transfer of ownership and is cooperating with the City.

The main goal of this project is the removal of solid waste and potentially hazardous materials from the site in order to ensure the safety and health of the general public, as well as flora and fauna that live in this habitat. Potentially, the environmental ramifications of leaving this area in its current state include compromised air quality and surface and groundwater contamination. The mission is to restore the land, thereby opening up the space for a long list of future uses.

The main tasks include:

- Conduct preliminary site assessments and surveys to determine the types of contamination
- Complete through soil analysis for hazard substances, health hazards, safety issues and level of threat to life and health
- Prepare preliminary reporting
- Prepare detailed cleanup and remediation plan
- Report all findings

Consultants should have appropriate credentials to prepare, or oversee the

preparation of, environmental documentation, as well as experience with the Joint Project Review process under the MSHCP, CEQA, NEPA and Section 7 of the Endangered Species Act.

B. Scope of Work.

Prepare or oversee the preparation of the following:

- NEPA document (environmental assessment/EA)
- CEQA document (mitigated negative declaration) for the Project)
- Any required species surveys or work needed to comply with Coachella Valley Multiple Species Habitat Conservation Plan (“MSHCP”).

C. Complete site assessment and preparation of a remediation plan Tentative Project Schedule

- | | |
|--------------------|-------------------------------------------|
| • March 8, 2016 | Release of Request to On Call Consultants |
| • April 5, 2016 | Deadline for submission of proposals |
| • April 26, 2016 | Awarding of contract |
| • May 23, 2016 | Commencement of consultant work |
| • May - July, 2016 | Implementation of Habitat Surveys |
| • August 2016 | Completion of environmental documents. |

D. Instructions for Bidding and Proposal Requirements.

Proposals should be concise and include the following:

1. Cover letter and resume(s) describing professional education, credentials and relevant experience of consultant. If sub-consultants will be used, please describe their roles and provide information on their education, credentials and relevant experience. Previous project in the Coachella Valley or other desert regions should be highlighted.
2. Total price for providing the work described in Section B above, as well as hourly rates for professionals and breakdowns for any other costs or expenses. Your bid should contemplate preparation of the documents described in Section 2 Evaluation; should survey work or further contact with regulatory agencies necessitate more extensive work (e.g., preparation of a biological opinion), we would negotiate additional compensation based on the hourly rates you provide.
3. Estimated schedule of work.
4. Contact information for two professional references.
5. Provide insurance certificate or other evidence of liability and worker’s compensation (if applicable) insurance.

D. Additional Information

1. COPS will select the proposal that best meets the needs of the project, considering qualifications and experience of consultants, cost and schedule.
2. COPS reserves the right to reject any or all proposals, as well as to negotiate changes.
3. If you have any questions, please call

**PROPOSITION 1 PROJECT AREA
CITY OF PALM SPRINGS**

GRANT APPLICATION

Program Site: Dunn Road and 74, Abandoned Pistachio and Almond Grove Property

Site Contact Address: Aeneas Ranch Valley, 9520 NE 16th Street, Clyde Hill, WA 98004-3427

APN# of Property: 635-060-011

Proposed Project Date(s): January 2016- may 2016 completion

Potential Project Ideas: Rehabilitate the area to ensure protection of water sources.

Post rehabilitation uses: Recreational area, education center and park lands

The City of Palm Springs is seeking funding to rehabilitate a 40 acre site that's historical uses include a former pistachio and almond grove as well as an illegal dump site. The City will apply to Coachella Valley Mountains Conservancy program for grant funding in the amount of \$900,000 for clean-up and rehabilitation of the area to include creation of an educational project and park/trail area. The City of Palm Springs desires to apply for the funds as the site is lies within the City of Palm Springs and is a potential threat to water sources and human health. The site clean-up will reduce risks associated with hazardous materials and solid waste on public lands. Contaminated materials on public lands may cause public endangerment, environmental damage, and damage to wildlife habitat.

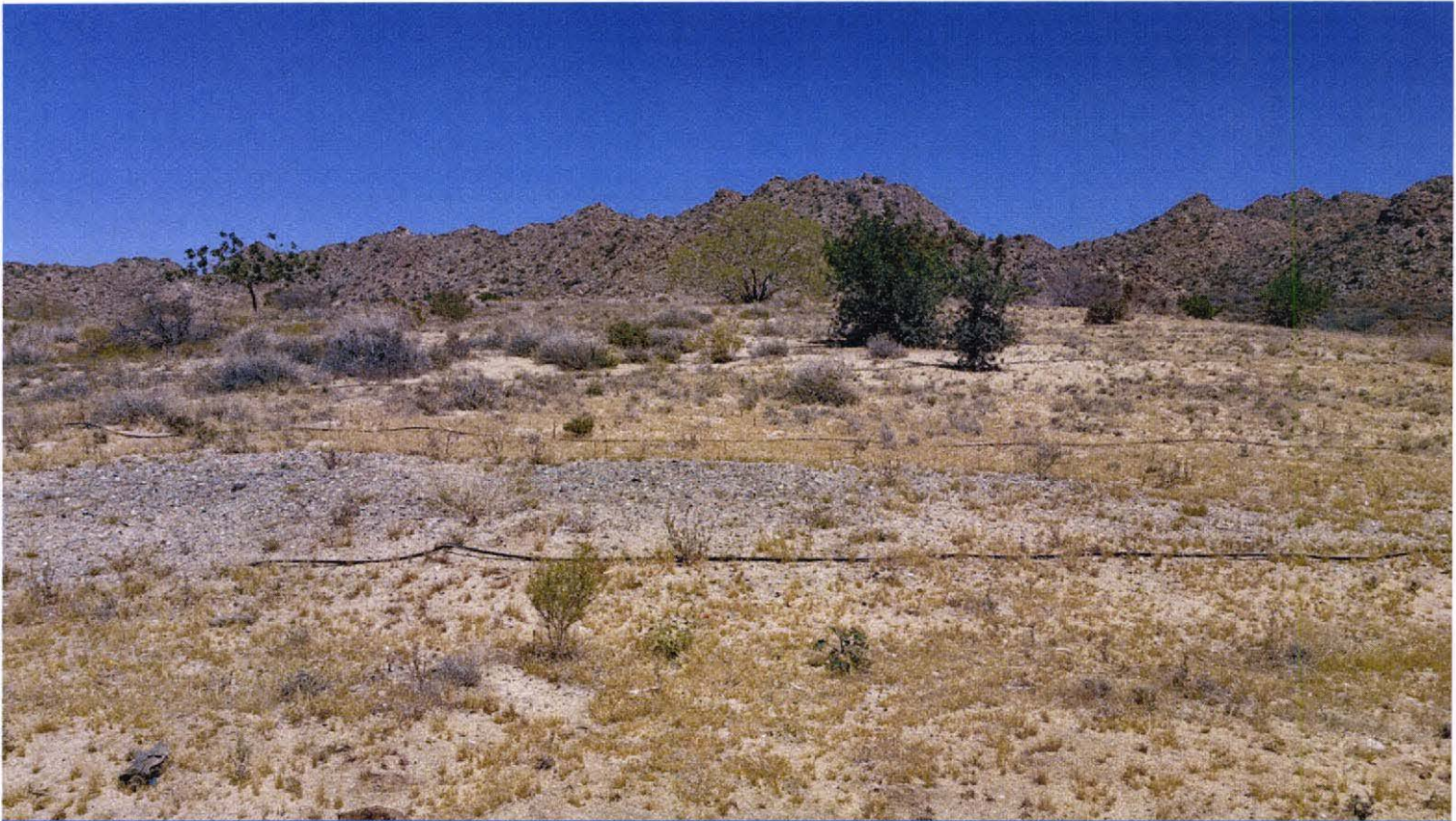
Abandoned vehicles, hazardous materials, mixed waste, and illegal dumping typifies the debris found around the site of the deserted pistachio and almond grove off 74 and Dunn Road. The property is remote and hardly identifies with the Palm Springs most tourists know and love. However, in this vast piece of wild nature that is a combination of rugged terrain and once groomed orchards is an opportunity for education, unearthing history, telling stories and providing space. In this place is a space for renewal. This land that was once annexed as a part of City of Palm Springs is an opportunity to create a public lands project and park that will provide information and lessons for generations. The illegal dumping that has taken place over decades now results in soil contamination and can damage surface water and ground water.







Pistachio trees remain standing and provide a history of the orchard that once thrived in the area. Even without irrigation the trees survive and provide habitat and shade as well as serve as an interesting reminder of the past land use. The pistachio grove still provides nuts and could possibly be utilized if pollination were monitored and encouraged.



The area is littered with various debris and waste material. The orchard was fully irrigated and much of the old irrigation material remains and will need to be removed.



The City has several partners that will work together to clean up contaminated sites to protect human health, safety, and reclaim the environment. These include: Tahquitz Creek Yacht Club, Friends of the Desert Mountains, Palm Springs neighborhood groups, Boys and Girls Club, CREEC environmental group, Palm Springs Sustainability Commission. To move forward with the project the City's Office of Sustainability will need to complete the following;

- Apply for funding to survey the area to prepare for surface clean up and to remove debris
- Investigate the types of waste on the contaminated sites
- Assess site for hazardous substances, health hazards, and level of threat to life and health
- Removal and clean up of hazardous substances
- Site restoration
- Educational signage
- Possibly a museum and trail signage and materials

The area served as a magnet for those looking to dump large items and other junk they do not want to transport to landfills or pay to dispose of at landfills.



ATTACHMENT 4



March 9, 2016

Ms. Michele Mician
Manager
Office of Sustainability
City of Palm Springs
3200 East Tahquitz Canyon Way
Palm Springs, CA 92262

RE: Proposal to Prepare Environmental and Remediation Documentation, Dunn Road Project

Dear Michele:

In response to your request, Terra Nova is pleased to provide you with the following proposal.

Understanding of Project

The City is undertaking a project to clean up and eventually rehabilitate a 40± acre site located on Dunn Road, in the extreme south end of the City. The site occurs in the San Jacinto and Santa Rosa Mountains Conservation Area, as defined by the Coachella Valley Multiple Species Habitat Conservation Plan (MSHCP). The site has historically been used for illegal dumping which ranges from construction debris and household items to potentially hazardous materials. The extent of contamination is unknown at this time. The City would eventually develop the site for park and trail use. The City wishes to secure professional services to assess the level and type of contamination, and to develop a remediation and restoration plan for the property. These services are also required to include addressing any California Environmental Quality Act (CEQA) and/or National Environmental Policy Act (NEPA) issues, and coordinating with, if necessary, the Coachella Valley Mountains Conservancy (CVCC) for Joint Project Review.

Recommendations

We have researched the requirements of the MSHCP, and spoken with CVCC staff. We have also researched CEQA and NEPA requirements, and make the following recommendations:

- The project consists of an environmental restoration, and can be considered exempt from CEQA under Guidelines Sections 15308 and 15330. We propose the preparation of a Notice of Exemption, filed immediately following approval of the remediation plan.
- Because the site is located in a MSHCP Conservation Area, and is an area of sensitivity for Tribal resources, we recommend that both biological and cultural resource assessments be prepared.
- Because the site is located in a Conservation Area, we also recommend the preparation of a habitat restoration plan as part of the remediation plan document. This will assure that

the habitat on the property is restored in a manner that assures compliance with MSHCP goals and standards.

- For all specialists' safety, and to assure that biological resources in a Conservation Area are not impacted, all three site surveys (biological, cultural and Phase 1) will be conducted together.
- Because the City will not be issuing a permit for the remediation of the site, there will be no requirement for Joint Project Review through CVCC. We recommend, however, that CVCC be apprised of the findings of all the reports, and the remediation plan, as a professional courtesy, and in order to keep them informed of the City's efforts.
- There appears to be no federal nexus for this proposed project, which would eliminate the need for NEPA consideration or documentation. Should a federal nexus be identified (such as funding from a federal source), we would recommend the preparation of a Categorical Exclusion with studies, and utilize the biological, cultural and Phase 1 studies described below for this purpose.
- The "project" under CEQA in this case is the remediation of the site. All CEQA actions should be tied to the completion of the remediation plan.

Project Team

Your RFP requested information on our professional services and consultants. Those materials are on file with the City's Planning Department through our On Call Services process, and have been appended to this proposal letter. For this effort, Terra Nova would be provided Phase 1 and Phase 2 Environmental Site Assessment (ESA) services, as well as preparation of the remediation plan. AMEC would provide biological resource services, and CRM Tech would provide cultural resource services.

Scope of Work

Based on our understanding of the project and the recommendations described above, we have prepared the following scope of work.

- Coordinate with City Staff to develop a comprehensive project description of future activities, and collect all available information on project site history. Review project description with City staff prior to its use.

Phase 1 ESA (including testing)

- Terra Nova will conduct an environmental assessment of the subject site. This assessment will be conducted, in part, in accordance with ASTM Standard E1527-13 (for Phase I environmental site assessments). The purpose of this assessment is to determine the nature and extent of potentially hazardous materials sources and release areas (if any) within the site. The initial assessment will include but not be limited to the following:

- Review of onsite and adjoining property conditions;
 - Review of historic aerial photographs and topographic maps;
 - Review of available reports prepared for the site and site vicinity;
 - Review of the soil and groundwater conditions underlying the site;
 - Review of environmental maps and reports prepared for the site;
 - Review of state and federal environmental databases; and
 - Interviews with persons knowledgeable of the site.
- The data collected from the initial assessment will be used to determine optimum soil/debris sampling locations within the site. For budgetary purposes, the soil/debris investigation will include the collection of soil/debris samples from up to 10 locations. The chosen locations will be those noted to have the greatest degree of surficial staining and/or odor. The number of sampling locations may be increased based on data collected during the initial assessment. The samples would be collected from the soil surface (0 to 0.5 feet) and 2 feet below ground surface. The near-surface soil samples will initially be analyzed. If potential contaminants of concern are identified in the near-surface samples, the deeper soil samples will also be analyzed in order to assess the vertical extent of impacted soil.
 - The collected soil/debris samples will be submitted for chemical analyses at a State-accredited laboratory. They will be analyzed for the contaminants of concern suspected or identified at the site. These contaminants would likely include toxic metals, petroleum hydrocarbons, polycyclic aromatic hydrocarbons, and possibly pharmaceuticals. Additional chemical analyses may be included based on the findings of the initial assessment.
 - The data collected from the initial assessment and soil/debris testing will identify the areas that have been impacted with contaminant concentrations that exceed regulatory levels. The horizontal and vertical extent of impacted soil/debris will be determined for these areas.

Biological Resources Assessment

- Terra Nova will contract for the preparation of a habitat suitability report to include a literature review for the project site and immediate vicinity to determine if any sensitive biological resources have been reported in the area. A field survey will be conducted using methodologies appropriate for the detection of special-status elements identified by the MSHCP. Depending on the timing of the field survey, certain elements may be undetectable. Habitat suitability will be assessed for all special-status elements potentially occurring on the site including big horn sheep and gray vireo, as well as others. If habitat is present within the project area, focused surveys for other sensitive species may be required, but are not considered part of this proposal. Focused surveys would be scoped and budgeted separately.

- The habitat suitability report will include supporting documentation including a comprehensive species list, photographic figures, and maps. We will prepare a Habitat Assessment Report according to the standards of the CVMSHCP, and will also include recommended avoidance measures for the remediation work required on the site.

Cultural Resources Assessment

- Terra Nova will contract for the preparation of a cultural resources assessment. For purposes of this proposal, and because of the sensitivity of the mountains to local Tribes, particularly the ACBCI, it has been assumed that resources will be identified. The analysis will include a historical/archaeological resources records search that encompasses the project area at the Eastern Information Center located on the campus of the University of California, Riverside; a review early maps (and archival materials) to develop the historic context of the area by learning about the history of land use and development trends within and near the project area; a sacred lands record search from the Native American Heritage Commission; written contact of all of the Native American representatives listed by the NAHC to see if they have any knowledge of Native American resources in and around the project area or have any concerns regarding the project, including specific contact with the Agua Caliente Cultural Resources Center for information about the project area and any concerns they may have.
- A field survey will be conducted of the project area following professional archaeological procedures, which would include, among other standard procedures, walking transects spaced 15 m or less apart, documenting the current conditions, and taking overview photographs; field record any artifacts, features, sites or structures greater than 50 years of age; and making scaled drawings, as appropriate.
- Site-specific historical studies, including archival research, interviews, and consultations, as warranted, will be undertaken to determine past land uses and owners, explore for historical events and associations; and/or augment knowledge of the prehistoric, historic, and modern activities that may have occurred on the property.
- A report will be prepared to document the methods and findings of the analysis, identifying all cultural resources within the project area, discussing their integrity and possible historical significance, and recommending subsequent courses of action regarding such resources, as necessary.

Remediation and Restoration Plan

- Once the nature and extent of impacted soil/debris has been determined, Terra Nova will prepare a Site Cleanup and Restoration Plan. This plan will provide a detailed methodology for safely removing and disposing the contaminated soil/debris. This

plan will include appropriate engineering details for all aspects of the remedial action. A detailed Health and Safety Plan will be included with the Remediation and Restoration Plan.

- The Plan will also provide recommendations for the biological restoration of the site, including:
 - results of the field survey
 - restoration elevation contours
 - hydrological information that addresses:
 - the likelihood that high-flow events will wash away the created habitat areas,
 - illustrates where water will spread (and/or scour out vegetation) during low-, moderate-, and high-flow events, and
 - estimates the quantities of sediment that will likely be deposited in the habitat creation areas over time
 - a list of the plant species to be established (species, numbers)
 - planting map;
 - installation method
 - irrigation type, frequency, and quantity
 - planned maintenance actions, including long-term control of invasive species such as *Arundo donax*
 - success criteria
 - a monitoring and reporting schedule

Coordination and Processing

- Terra Nova will work with the City to present the report findings and the Plan to the CVCC, and secure concurrence on the planned remediation and habitat restoration.
- Terra Nova will present the findings of the plan at two public meetings. For purposes of this proposal, it has been assumed that one presentation would be made to the Sustainability Commission, and one to the City Council.
- Terra Nova will prepare a Notice of Exemption and file it, on the City's behalf, with the County of Riverside.

Budget

Based on the scope of work provided above, we have prepared the following budget.

Budget Category	Amount
City and internal consultation and meetings	\$ 1,320.00
Data Collection, review of available materials and project description	\$ 2,040.00
Habitat Suitability Assessment & CVMSHCP Compliance Report	\$ 7,460.00
Cultural Resources Assessment	\$ 6,890.00
Phase 1 ESA	\$ 4,600.00
Soil Sampling and Chemical Analysis*	\$ 12,350.00
Remediation and Restoration Plan	\$ 22,100.00
Prepare Notice of Exemption	\$ 640.00
Project Management, Inter-Agency Coordination	\$ 3,320.00
Public Hearings (2)	\$ 990.00
Exhibit Preparation	\$ 960.00
Admin. Support (Doc. Formatting & Transmittals)	\$ 720.00
Misc. Office: Printing of document for distribution, misc. copies, etc.	\$ 2,000.00
Total	\$ 65,390.00

*This cost is an estimate, because the materials that may occur on the site are not known. Costs could be less.

Schedule

Terra Nova will complete the investigative work and special studies within 30 to 40 working days of project initiation. The Remediation and Restoration Plan will be complete within 20 to 30 days following completion of the studies.

References

Marcus Fuller, Assistant City Manager, City of Palm Springs, 760-322-8380

Les Johnson, Development Services Director, City of Indio, 760-541-4255

Katie Barrows, Director of Environmental Resources, CVAG, 760-346-1127

Insurance

Our insurance certificates are on file with the City.

Conclusion

Based on the assumptions above, and the information we received from you, I believe the scope and budget reflect the level of effort required to complete the work.

Please let me know if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Nicole Sauviat Criste". The signature is fluid and cursive, with the first name "Nicole" being the most prominent.

Nicole Sauviat Criste
Principal

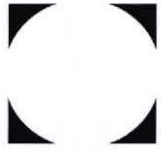


TERRA NOVA PLANNING & RESEARCH, INC.®
42635 MELANIE PLACE, SUITE 101
PALM DESERT, CA 92211

STANDARD FEE SCHEDULE
2016

Terra Nova invoices its clients on a cost-basis using an hourly billing system. The scope of each planning effort is typically broken down by task and assigned estimated necessary staff time and the applicable hourly rate. Reimbursable expenses are charged on a cost basis, except where otherwise indicated.

Terra Nova Staff	Hourly Rate
Principal Planner	\$ 165.00
Senior Planner	\$ 140.00
Associate Planner	\$ 115.00
Assistant Planner	\$ 95.00
Senior Engineer	\$ 155.00
Associate Engineer	\$ 125.00
Graphic Design Specialist	\$ 60.00
Administrative Assistant	\$ 45.00
REIMBURSABLES	
Photo Copies (BW)	\$ 0.15 ea.
(Color)	\$ 1.00 ea.
Blueprints/Xerox (BW)	\$ 2.00/S.F.
(Color)	\$ 8.00/S.F.
Computer Plotter	\$ 30.00/Hr.
Telephone Toll Charges	Cost
FAX Transmittals	Cost
Reproduction, Special photographic services, document printing, aerial photogrammetry, postage, etc.	Cost +15%



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STATEMENT OF QUALIFICATIONS



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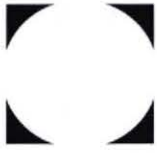
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TERRA NOVA PLANNING & RESEARCH, INC.[®]

STATEMENT OF QUALIFICATIONS



Introduction

Founded in 1984, Terra Nova Planning and Research is a full service land use and environmental planning firm with a highly professional team of experienced urban and environmental planners and technical support staff. Terra Nova has prepared a wide variety of documents including General and Comprehensive Plans, Master Plans, Specific Plans, Environmental Assessments, Environmental Impact Reports (EIRs) and Environmental Impact Statements (EISs). Terra Nova has also prepared numerous planning studies, community workshops, development feasibility analyses and resource assessments. The firm has focused on projects in Southern California, but has managed projects throughout the country.

Terra Nova enjoys a strong reputation for providing clients with professional services of high quality and scientific objectivity. The key to Terra Nova's success lies in its size. The firm is large enough to provide innovative design, analysis and work products, yet small enough to provide personal service. Our combination of urban and environmental planners assures creative and effective design solutions, environmental assessments, and viable and cost-effective mitigation. Terra Nova planning documents reflect environmental sensitivity and systematic integration of the built and natural environments.

The Terra Nova Approach

Terra Nova applies a close-knit and dynamic interdisciplinary team approach, providing effective project design and environmental planning. We bring together and apply the special skills and expertise of our designers, engineers, architects and environmental specialists. The results are projects that pass through rigorous review and optimize the balance of various development interests. This approach assures that developers, regulators and environmental interests are given due consideration in a creative and systematic manner.

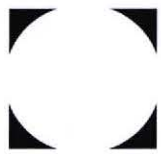


To provide personal service, project managers at Terra Nova are assigned to only a few projects at a time, allowing them to dedicate themselves to a project and to be accessible to their clients. We particularly emphasize input from the client and lead agency throughout project design and document preparation. We know that clients and public agency staff have valuable insight and should play an important role in the development and processing of the environmental and planning documents they will later implement.

In the preparation of planning and environmental documents, Terra Nova emphasizes writing in language that the general public can understand. Since a major emphasis of environmental review is public involvement, we are careful to describe issues from both a regional and site-specific perspective. In this manner, the reader can better visualize the planning area and understand the context in which the project may be developed. Concepts that may be unfamiliar to the general public, such as Level of Service (LOS) criteria, wetlands and 100-year flood zones are defined so that the basis of the analysis can be better understood. The liberal use of graphics throughout documents, including aerial photographs and viewshed renderings, also help to make the material more accessible.

Terra Nova has a proven track record for bringing together the top professionals in specialized fields to contribute their technical expertise to environmental documents. We consult with a select group of specialists on a regular basis. This practice has led to strong long-term working relationships and a clear understanding on the part of the sub-consultants of what level of detail is necessary for environmental documents. Terra Nova managers coordinate and closely manage our consultants throughout scoping, analysis and document preparation, and we are alerted well in advance to the presence of significant environmental constraints. This enables Terra Nova and our consultants to work together on the development of effective solutions and high quality documents.

Finally, we at Terra Nova assume the importance and responsibility of our projects as if we were the proponent or the public agency. A visceral response assures a high degree of engagement and sensitivity. Our experience allows us to bridge the interests of both the public and private sector and facilitates economic development within a properly regulated environment.



TERRA NOVA PLANNING & RESEARCH, INC.®

SERVICES AND PROJECT EXPERIENCE



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STATEMENT OF QUALIFICATIONS



Land Use Planning

Two words that encompass a universe: Land Use! Land use planning services include every form of disturbance and preservation of physical land. Land planners are involved in forest conversion, surface mining, agriculture, transportation networks, villages, towns, cities and regions! Terra Nova has prepared General and Comprehensive Plans for nearly two-dozen communities. Over the years, we have applied our experience to New Town design and community master planning. Downtown land use and economic revitalization experience include in-fill development and redevelopment project area plans.

When addressing land use compatibility, Terra Nova evaluates consistency with regulatory planning documents and zoning designations, land use policies of the city and county, and existing and future developments both on site and in the surrounding area. Compatibility conflicts are identified and creative, economically viable and sustainable design solutions and mitigation measures are specified. With the input of our planners, these solutions and mitigation measures are innovative, comprehensive and thorough, working to convert constraints into opportunities and liabilities into assets.

Land Planning Services

Terra Nova provides a wide range of land planning services. Our emphasis is on accommodating environmental constraints and maximizing opportunities through planning and project design. By including the environment as an integral part of a project, as well as regional and city planning, sound policies and land use plans can be developed that protect the environment and historic character of the planning area. This approach maximizes the development potential of the site or area and can turn constraints into opportunities

Land Planning Services

- General and Comprehensive Plans
- Specific Plans
- Project Master Plans
- Parks and Open Space Plans
- Resort and Golf Course Planning

Similarly, by making an effort to protect environmental resources at the outset, master planning can be conducted in a manner that avoids or limits the necessity of mitigating project impacts. The environmental review process plays an important role in controlling the planning process. However, designing communities and projects in an environmentally sensitive manner is a more effective and progressive way of achieving the same goals of creative planning and resource protection.

General and Comprehensive Plans

Terra Nova has prepared General/Comprehensive Plans for both rural and urban communities. Our staff has developed a clear understanding of the requirements of community planning and growth management, and can incorporate the mandates of law while preserving a community's character and goals for the future. Issues that have been of particular importance in past projects have included the protection of prime agricultural lands and environmentally sensitive areas, addressing airport planning issues, and accommodating major utility corridors as well as interstate highways and railroad systems. Also essential is assuring an integrated and economically viable mix of land uses that meet housing, employment, commercial and institutional service needs.



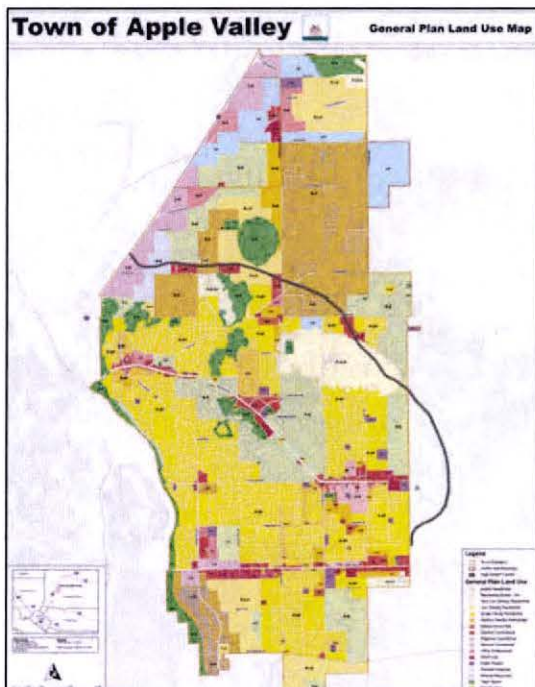
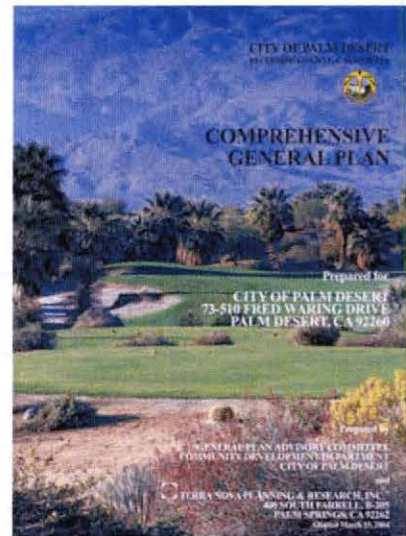
The Terra Nova team has prepared comprehensive long-term plans that include mandated elements, as well as those particularly relevant to the needs of each community. Innovative plan design and the generous use of graphics and mapping provide a clear and easy-to-use resource to guide community development. Our approach to the development of General and Comprehensive Plans is based upon the recognition that the implementation of the Plan will be the responsibility of

the local public planning department. Our approach includes the active involvement of the staff and the community without which a General plan cannot adequately address the needs and concerns of the community.

Therefore, during the development of a General or Comprehensive Plan, Terra Nova provides technical guidance and assistance to the planning department, acting as an extension of staff, while maximizing local participation and building local understanding and support. We also provide staffing to planning departments and are intimately familiar with the issues of General/Comprehensive Plan and Zoning Code implementation. We research and pinpoint current problems and seek to solve them through the implementation of the Plan, while working towards the city's vision of itself. Terra Nova places a major emphasis on producing high quality, professional documents, which assure consistency from the introduction through the last element.

City of Palm Desert General Plan & EIR

This Comprehensive General Plan and associated Environmental Impact Report for the City of Palm Desert covers a 121 square mile planning area, including the valley floor and surrounding mountains in the Coachella Valley area of Riverside County. Elements of note include Community Design, Economic Development and the University Park Community Plan. The EIR assesses water supplies and air quality, sensitive biological and cultural resources, as well as transportation needs and geotechnical hazards, including those associated with the San Andreas Fault.



Town of Apple Valley General Plan, EIR and Development Code

Terra Nova prepared the General Plan and associated EIR for the Town of Apple Valley, addressing the long-term growth of a 72 square mile planning area. Concurrently, we drafted a new Development Code with development standards and guidelines and three new zoning districts. Issues included community character and quality of life, water resources, and the jobs/housing balance. These planning documents address environmental resources, impacts associated with implementation of the General Plan and resource management. Terra Nova also prepared an award-winning Climate Action Plan for the Town.

City of La Quinta General Plan & EIR (2002 and 2013)

Terra Nova completed a Comprehensive General Plan Update and associated Environmental Impact Report for the City of La Quinta on a 85 square mile planning area in 2002 and 2013, both with a complex mix of land uses, and environmental constraints and opportunities. The City's planning area includes a large sphere of influence, which is primarily agricultural. The Environmental Impact Report assessed the environmental resources of the City as well as the impacts associated with implementation of the General Plan. Areas of analysis include transportation, important biological and cultural resources (including a new Cultural Resources Element), and the full range of environmental conditions typically addressed in General Plans. Terra Nova recently completed the updating of the 2002 General Plan to include a Sustainable Community Element, Economic Development Element, revised land use map, Climate Action Plan, and Zoning Ordinance updates.



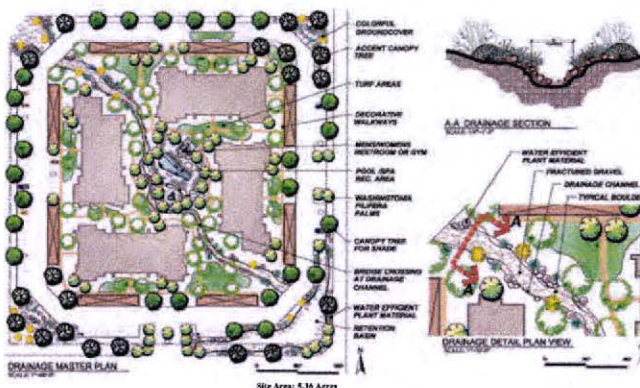
Specific Plans and Project Master Plans

Over the past three decades, Terra Nova has designed and assisted in the planning of residential subdivisions, neighborhood and regional shopping centers, and world-class resorts and golf courses. With a strong background in environment-based site planning and landscape design, our staff brings a systems approach and the latest creative ideas and innovations in land use and transportation. Optimized site plans maximize accessibility and safe multi-modal circulation. They also create a sense of arrival and place, and offer an environment that provides a pleasant experience. From transit-oriented design to New Urbanism and neo-traditional planning, Terra Nova is a leader in innovative development planning and design.

Terra Nova's planning capabilities also encompass the preparation of master plans and project specific site design. The firm has worked on projects of all sizes, from the development of plans for

640 acre mixed use resort projects, to the expansion of condominium projects and the creation of new towns. Site design projects have also included regional commercial projects and the smaller "neighborhood scale" commercial development.

Terra Nova has also designed major innovations in senior community life care facilities, and has extensive experience in the development of medical and educational campuses and institutional facilities. These efforts include planning of psychiatric and

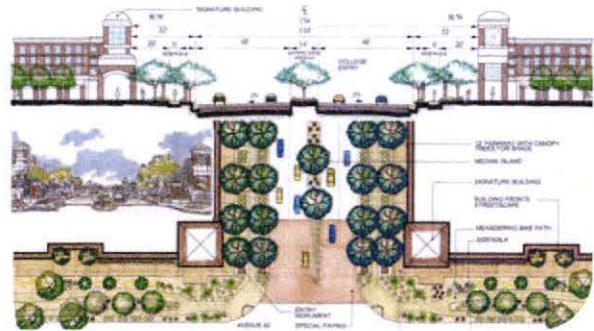


rehabilitation hospitals in Washington, California and other parts of the United States. Locally, Terra Nova completed site and environmental planning for research facilities of the Institute of Critical Care Medicine in Rancho Mirage.

Terra Nova prepares detailed and comprehensive master plans in accordance with the requirements of the local jurisdiction and applicable state guidelines. These plans address existing and proposed land uses, development density and intensity, criteria for siting structures, architectural and design guidelines, recreational facilities design guidelines, traffic and circulation plans, master capital facilities plans, parking standards and lot design guidelines, landscape concepts and design guidelines, project phasing plans, and limitations to development. The firm's architecture and industrial designers prepare high impact, quality color renderings of planned developments to accompany the text and other supporting graphics.

Panorama Specific Plan and EIR

Terra Nova prepared the Panorama Specific Plan and CEQA EIR. The project encompasses 504 acres and includes the development of a new integrated, mixed-use community that will be anchored by the 95-acre East Valley Campus of College of the Desert (COD), which is currently under development. The Specific Plan also provides for the development of approximately 2,700 homes, 800,000 square feet of commercial space, a community YMCA, fire station, and parks and open space. The COD campus has been centrally located to facilitate easy access and to serve as the focus of the community. Planning and environmental issues included traffic, air quality, water resources, drainage and geotechnical constraints.



Museum Market Plaza Specific Plan and EIR

Terra Nova prepared the Museum Market Plaza Specific Plan and EIR for the redevelopment of the Desert Fashion Plaza, in the center of downtown the City of Palm Springs. The project encompasses 30 acres and includes the redevelopment of a defunct regional shopping center into 900 residential units, 300,000 square feet of commercial retail space, and 600 hotel rooms. The Specific Plan created standards and guidelines for a fully integrated Mixed Use project, analyzed the costs associated with redevelopment of the site, and increased service needs. The EIR analyzed the impacts of redevelopment on historic structures in the downtown, the fiscal impacts to the General Fund and the Redevelopment Agency of all project alternatives, and the impacts on existing public services.

North Apple Valley Industrial Specific Plan and EIR

Terra Nova prepared this Specific Plan for the Town of Apple Valley, to address and help realize the long-term economic and employment growth potential of a 5,000 acre planning area around and including the Apple Valley Airport. The Specific Plan assigned new industrial and commercial land uses, provided development standards and guidelines, and included detailed infrastructure analysis to guide capital improvement planning for the project area. An analysis of the costs associated with road construction, water and sewer infrastructure was conducted to allow for infrastructure planning for the area. This successful community in the Victor valley considers the North Apple valley Industrial Specific Plan as one of its cornerstones for long-term economic development.



Parks and Open Space Plans

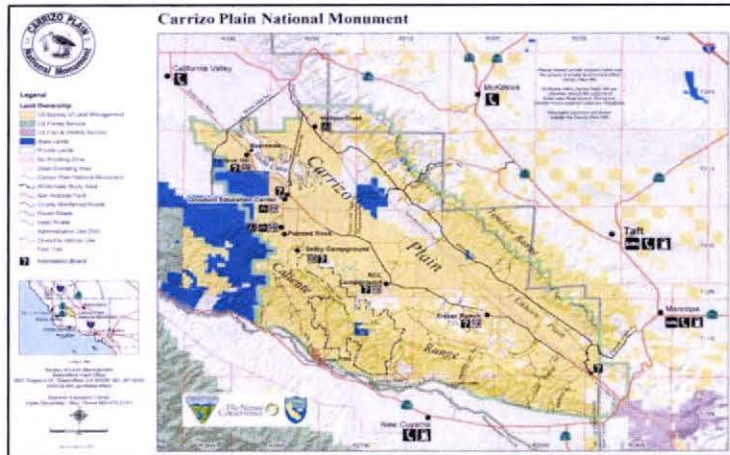


Parks, recreation and open space are integral to the integrity of the natural and built environments. From regional and community-scale to neighborhood and pocket parks, Terra Nova has been assessing community needs and providing planning and design services for almost three decades. Our clients include cities and parks and recreation agencies. Terra Nova has conducted open space and recreation planning along the Colorado River and adjacent to Joshua Tree National Park.

Santa Rosa and San Jacinto Mountains National Monument

As contractor to the US Bureau of Land Management, Terra Nova helped update the California Desert Conservation Area Plan and EIS. Our involvement with the Santa Rosa and San Jacinto Mountains National Monument has included the economic impact analysis for the NEPA EIS, and the NEPA analysis of proposed trail networks and especially their effects on the endangered Peninsular bighorn sheep and associated PBS recovery facilities. Issues included optimizing access to trails while assuring protection of wildlife and other natural resources.

Carrizo Plain National Monument Resource Management Plan and EIS



Terra Nova provided land use and resource planning, and environmental analysis services to the US Bureau of Land Management in conjunction with the preparation of the Resource Management Plan for the Carrizo Plain National Monument. Terra Nova planning and analysis included socio-economic resources, cultural resources, grazing rights, and other areas of management and analysis. Terra Nova also drafted corresponding portions of the NEPA EIS for the Resource Management Plan.

Resort and Golf Course Planning

Since its inception, Terra Nova has been involved in both land use and environmental planning for a variety of golf course and resort developments. Among these are several major hotels, including Ritz-Carlton Hotel, Mondrian Hotel, Hardrock Hotel, Canyon Hotel, and Rosewood Hotel. We have also provided environmental guidance to world-class golf course projects, including those designed by Pete Dye, Fred Couples, Brian Curley and Tom Doak for such courses as the Canyons at Bighorn, The Palms, Stone Eagle and Desert Cove.



Other important projects include the Robert Trent Jones, Jr Desert Dunes course and the expansion of the landmark Desert Island development in Rancho Mirage with its unique and economically designed golf course by Desmond Muirhead. Terra Nova's input begins early in the process and we work as an integral part of the design team, identifying environmental and other assets that warrant protection and thoughtful integration into the overall design.

Ritz-Carlton Golf Course Supplemental EIR & Permitting



Terra Nova prepared the Draft and Final Supplemental Environmental Impact Report (SEIR) on the 163± acre Ritz-Carlton Resort Golf Course project for the Cities of Rancho Mirage and Cathedral City. Major issues were associated biological resources (peninsular bighorn sheep, microphyll woodland, etc.), cultural resources, flooding and hydrology, access, water quality and visual resources. SEIR certified by both cities and full permitting was completed. Terra Nova also guided negotiations with the Sierra Club and the Center for Biological Diversity to secure city approval and avoid legal challenges.

Ritz-Carlton Hotel Expansion EIR

Terra Nova prepared a comprehensive CEQA EIR for the expansion of the 36-acre Ritz Carleton Hotel in Rancho Mirage. The expansion included major additions to the existing hotel, a 20,000 square foot spa, 90 to 120 condominiums and villas and ancillary facilities. Issues included major blasting and excavation, impacts on mountain views, slope stabilization, cultural resources, biological resources including Peninsular bighorn sheep, drainage and traffic and circulation.

Mondrian and Hardrock Hotels

Terra Nova prepared comprehensive CEQA analyses for the development of both the Mondrian and Hardrock Hotels planned for construction in downtown Palm Springs. Under contract to the City, Terra Nova conducted assessments of land use compatibility, visual impacts, traffic and air quality, cultural and historic resources, and other areas of analysis. Terra Nova also processed these CEQA documents through the City Planning Commission and Council.



Desert Cove Golf Course EIR

Terra Nova played an integral role in the planning and design of the Desert Cove golf course, a Brian Curley/Fred Couples designed course in Cathedral City. This unique golf course is laid out in the East Cathedral Canyon Wash and the Whitewater River, and in addition to comprehensive state and federal environmental and permitting clearances this project required the preparation of a Habitat Mitigation and Management Plan (HMMP). A CEQA EIR was approved by the City and NEPA EAs were approved by the US Army Corps of Engineers and the US Bureau of Indian Affairs. The Native American lands involved in this project also required approvals from the US EPA.



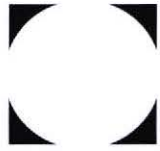
The Palms Golf Course EA and Permitting



Terra Nova provided land planning, environmental analysis, application processing and permitting for *The Palms* golf course and resort designed by Fred Couples and Brian Curley. Located in the La Quinta area of the Coachella Valley, this unique site included date

gardens, expanses of native honey mesquite and sand dunes, which have been carefully preserved and integrated into the course and residential design. In addition to environmental clearances and project approvals, Terra Nova help to remove and relocate easements and facilities of the US Bureau of Reclamation to facilitate project development.

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TERRA NOVA PLANNING & RESEARCH, INC.®

STATEMENT OF QUALIFICATIONS



Environmental Planning

Terra Nova has extensive experience in environmental assessment and planning, including land use and resource surveys, natural resource assessments and inventories, demographic profiles, housing trends and supply assessments, facilities planning and market feasibility studies. As a planning firm, Terra Nova is particularly attuned to certain environmental assessment issues, including land use feasibility and compatibility, housing impacts, natural resources protection and integration, visual and noise impact analyses, and air quality.

Terra Nova has prepared numerous environmental documents on a variety of projects in compliance with California Environmental Quality Act (CEQA), (Washington) State Environmental Policy Act (SEPA) and the National Environmental Policy Act (NEPA). The firm's experience is wide ranging and includes the preparation of EIS/EIRs for multiple species habitat conservation plans, major stormwater and bridge and highway projects, Comprehensive and General Plans, Zoning Ordinances, resource extraction, large scale mixed-use resort development and other projects. We have also prepared a variety of NEPA documents for the Bureau of Land Management, Bureau of Reclamation, Bureau of Indian Affairs, Federal Highway Administration, US Economic Development Administration and the US Department of Energy.

Terra Nova strongly believes that properly planned research and analysis programs must take a systems approach that starts with a comprehensive understanding of baseline conditions, provides a rigorous evaluation of possible project impacts, and explores as wide a range of issue solutions or resolution as is practicable. Also essential is Terra Nova staff knowledge of local, state and federal environmental laws and regulations affecting documentation and processing. Environmental approvals are the first line of attack for project opponents and Terra Nova has a well deserved reputation for highly defensible environmental documents. We also regularly consult with land use and environmental law attorneys, and have provided expert witness testimony in state and federal courts.

Environmental Planning Services

- CEQA Initial Studies & Environmental Impact Reports
- NEPA Environmental Assessments & Environmental Impact Statements
- Environmental Site Assessments
- Biological Resource Assessments & Streambed Delineations
- Cultural & Historical Resource Assessment
- Noise Impact Analysis
- Visual Resource Assessments

CEQA/NEPA/Environmental Analysis

Terra Nova has extensive experience in environmental assessment and resource planning. Capabilities include land use surveys, natural resource assessments and inventories, socio-economic and other demographic profiles, housing trends and supply assessments, market feasibility studies, facilities planning, and socio-economic and other data. As authors of CEQA and NEPA documents, we bring a generalist's holistic and systematic approach to research, assessment and mitigation. The following projects provide examples of the scope of our expertise and experience.

Native American Services

Since 1985, Terra Nova has been providing planning and environmental services to Native American Tribes in Southern California, including the Agua Caliente Tribe, Torres-Martinez Tribe, Cabazon Tribe and Campo Tribe. We have prepared numerous NEPA analyses for Tribal projects, signage, RV park development, land swaps, and other projects. Terra Nova has also prepared zoning ordinances and building codes for Native American Tribes.

College of the Desert Indio Education Center EIR

The College of the Desert/Desert Community College District (COD) partnered with the City of Indio in securing a downtown block for the design and construction of the Indio Educational Center (IEC) of the College of the Desert. The three-story IEC provides classrooms, laboratories, meeting rooms and administrative offices within the 40,000 square foot satellite campus. The ground floor includes approximately 10,000 square feet of retail commercial, including Starbucks, book and supplies store, light dining and other outlets that will serve the college and the surrounding downtown area. The EIR addressed land use compatibility, traffic management, air quality, drainage and utilities, visual impacts, sustainability and other issues.



Eisenhower Medical Center Specific Plan EIR



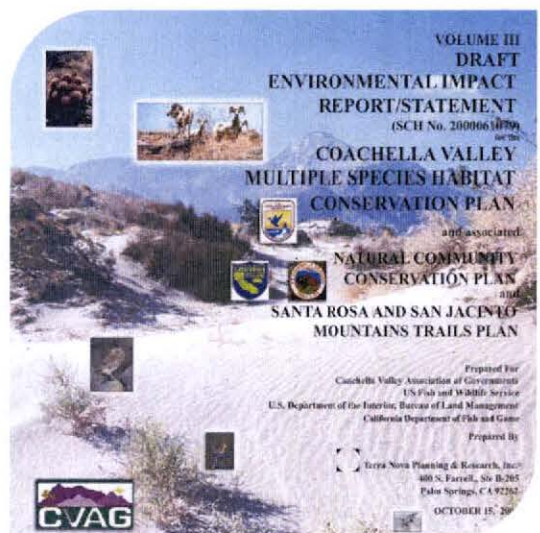
Terra Nova prepared a Subsequent EIR for the 106± acre campus master plan update to the Eisenhower Medical Center (EMC) located in Rancho Mirage. The project involved the development and renovation of more than fourteen building on the campus, including the planned construction of a new 5-story acute care tower, expanded Lucy Curci Cancer Center, medical offices, helipad and support facilities. The SEIR was certified by the Rancho Mirage City Council in 2004. Environmental issues included visual impacts, parking and circulation, noise, hazardous materials and land use compatibility.

Dune Palms & Highway 111 Specific Plan EIR

Terra Nova provided turn-key environmental services, including the Notice of Preparation, Draft and Final EIR and Notice of Completion for a Mixed Use Specific Plan in the City of La Quinta. The project involved affordable housing and a multi-tenant auto center. Terra Nova also managed the preparation of a detailed traffic study, noise impact analysis, air quality and greenhouse gas analyses, and cultural resource surveys and reports. Major planning issues included compatibility and connectivity issues between the two major land uses, traffic impacts, air quality impacts, and noise.

Coachella Valley Multiple Species Habitat Conservation Plan CEQA & NEPA Complaint EIR/EIS

Terra Nova prepared a CEQA and NEPA compliant EIR/EIS for the 1.25 million acre Multiple Species Habitat Conservation Plan (MSHCP) and Natural Communities Conservation Plan (NCCP) for the Coachella Valley Association of Governments (CVAG). In addition to addressing the full range of potential project impacts on the member jurisdictions of CVAG (nine incorporated cities and Riverside County), the EIR/EIS also addresses the US Bureau of Land Management's Santa Rosa and San Jacinto Mountains Trail Plan. The MSHCP take permit also covered future projects of the Coachella Valley Water District, Riverside County Flood Control District and Imperial Irrigation District. The EIR/EIS evaluates the full range of environmental issues, including land use, socio-economic and fiscal resources, transportation, flood control, water resources, air quality, noise, open space and recreation, and public facilities. Extensive consultations with involved jurisdictions and agencies were also conducted.



Paradise Valley Specific Plan EIR

Terra Nova was contracted to prepare the EIR for this new town project that encompasses 6,400 acres east of the Coachella Valley, in unincorporated Riverside County. Terra Nova was closely involved in the development of the land use plan as part of the development team, and was the prime contractor for the EIR. The project included 2,900 acres of open space, 11,600 residential units, 3 million square feet of commercial retail and office space, 1.3 million square feet of industrial space, and 1,500 hotel rooms. All of the community facilities necessary in a new town, including schools, fire stations, and other public facilities are also a part of this project. Terra Nova also prepared detailed Market Analysis and Fiscal Impact Analysis reports for the project, including evaluation of cost/revenue scenarios for all EIR alternatives. The Fiscal Impact Analysis included revenues generated by each land use type within the Plan area, and costs to the County of Riverside for the provision of services, estimated in five year increments over a 20 year build out.

Dike No. 4 Groundwater Recharge Pilot Facility NEPA & CEQA EAs

Terra Nova prepared two independent CEQA and NEPA-compliant environmental assessments on the construction of groundwater recharge pilot facilities on 2.5 acre and 20± acre sites located immediately adjacent to Avenue 62 (extended) and immediately west of the US Bureau of Reclamation Dike No. 4, in the La Quinta Area of Riverside County. Issues analyzed in these EAs included land use compatibility and potential impacts to biological and cultural resources. The goal of the project was to determine the viability and feasibility of recharging a portion of the Lower Thermal Subarea of the Whitewater groundwater basin with ponds at this location.



Biological Resource Assessments

Biological resources are an essential part of our environment, are an important measure of its overall health, and are one of the most regulated by state and federal agencies. As biological creatures, humans have an intimate relationship with all biological resources. State and federal laws and regulations require careful assessments of these resources and their protection. Since its inception, Terra Nova has been integrating biological resources into all projects, whether to enhance the natural experience of a development or to avoid or minimize impacts. Services include literature and field surveys, GIS data capture, photographic records, resource mapping, protocol surveys, documentation, habitat and ecosystem assessments and management plans. Our biologists delineate the boundaries of state and federal jurisdictional waters in compliance with agency regulations and guidelines.

Stone Eagle Golf Course and Resort

Terra Nova managed a team of field biologists and specialists in a variety of sensitive species, including the Peninsular bighorn sheep (PBS). We successfully characterized the 700± acre planning area, including mapped critical habitat for the PBS and a perennial streams and seeps, and developed a wildlife mitigation program. Secured a non-jeopardy opinion for the US Fish and Wildlife Service and streambed and dredge and fill permits from the California Department of Fish and Game and US Army Corps of Engineers, respectively.



Mirada Estates at Rancho Mirage



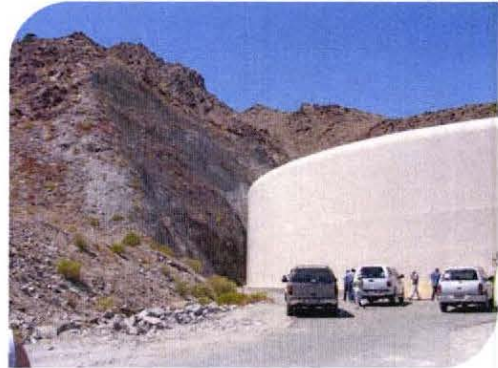
The approval of this subdivision of multi-million dollar homes located adjacent to the Ritz-Carlton Hotel in the Santa Rosa foothills of Rancho Mirage required the thoughtful consideration of several sensitive species and habitats, including the Peninsular bighorn sheep and dry desert wash microphyll woodlands. Terra Nova also guided negotiations with the Sierra Club and the Center for Biological Diversity to secure city approval and avoid legal challenges

Cultural & Historical Resource Assessment

Cultural resources are an integral part, the essential fabric of the well-balanced community, providing residents and visitors with a sense of place and identity, and an important and meaningful sense of history and heritage. Cultural resource services include documenting pre-history to contemporary periods, and documenting cultural resources, potential impacts and available means of mitigation. The community's cultural heritage can be preserved and the best of these traditions sustained for future generations. A variety of historic and archaeological resource services are available, addressing the requirements of CEQA, NEPA, and the state and federal historic preservation acts. Our years of work with various Native American Tribes also informs our understanding and appreciation for our national heritage. These resources are opportunities to preserve and assimilate this heritage through educational programs, and economic and cultural development.

Cahuilla II Water Reservoirs

Terra Nova prepared CEQA and NEPA analyses for the Coachella Valley Water District, US Bureau of Reclamation and the US Army Corps of Engineers on the development of four 10-million gallon water reservoirs in the foothills of the Santa Rosa Mountains. The reservoir sites included impacts to Native American cremation sites, middens, lithic workshops, pot drops and other resources. Reservoir development impacted the prehistoric shoreline of ancient Lake Cahuilla and includes the area of centuries old fish traps.



Carrizo Plain National Monument



As a part of our work on the Resource Management Plan (RMP) and NEPA EIS for the Carrizo Plain National Monument, Terra Nova prepared the cultural and historic resources analysis for the Plan and drafted the related portions of the NEPA EIS. In addition to a wide variety of Native American resources and artifacts, important historic structures and use patterns were also a part of this analysis. Management strategies to preserve sensitive resources and facilitate their interpretation were developed for implementation through the RMP.

San Jacinto Mountain Trails Plan

As a part of the CEQA/NEPA EIR/EIS Terra Nova prepared for the Coachella Valley Multiple Species Habitat Conservation Plan, staff also conducted a detailed analysis of potential impacts of existing and proposed mountain trails on Native American and historic resources. Prepared on behalf of the US Bureau of Land Management, this complex mix of trails and other artifacts required a specific set of management strategies to assure that some resources remain in use, such as pre-historic and historic trails. Other resources, such as rock art, caches and old historic structures, were protected by re-routing trails and providing interpretive kiosks to educate the hiking public.



Noise Impact Analysis

Noise can have a profound negative effect on human health and the quality of the environment. Terra Nova has extensive experience in environmental noise analysis, including source assessments, impact analysis, mitigation design and computer modelling of future conditions. We also conduct barrier analysis and design specific mitigation measures that cost-effectively address existing or future noise environments.

Cathedral Canyon Bridge

Providing the lead on securing environmental clearances and permits for this 600-foot bridge over the Whitewater River, terra Nova established a noise monitoring and modeling plan to assess the potential noise impacts from this new structure. Surrounded by resort residential structures and one of the most popular golf courses in the Coachella Valley, community noise impacts from elevated motor vehicles was a major concern. Noise modeling and bridge design were able to effectively reduce noise impacts associated with this project.



Ramon Road Improvement Project



The California Department of Transportation (Caltrans) and the Federal Highway Administration (FHWA) funded the reconstruction of Ramon Road in Cathedral City, which also increased roadway capacity and future noise levels. Several sensitive receptors were identified, including residences, a public cemetery, private mortuary and outdoor restaurant dining. Detailed modeling and an impact mitigation program were developed to address increased future traffic noise.

College Park Specific Plan

This 510-acre planning area includes a wide range of existing and planned uses, including residential, industrial, commercial and institutional. The College Park land use plan evaluated the internal and surrounding noise environment, including the current and long-term impacts of aircraft overflights from the Palm Springs International Airport, and their effects on existing uses and the forthcoming West Valley Campus of College of the Desert. Mitigation strategies were developed to buffer residential lands from industrial noise sources, and to assure that the future college is not adversely impacted by neighborhood traffic or aircraft noise.



Visual Resources and Simulations

Many planning and development efforts can have a profound effect on an area's visual resources, whether they are mountain views or an uncluttered neighborhood streetscape. The purpose of visual resource assessments is to characterize them and assess the impacts of the proposed development on the surrounding visual environment. A variety of guidelines are available, including "Visual Impact Assessment for Highway Projects", Federal Highway Administration (FHWA). Visual resource assessments require detailed description of the project setting and viewshed, identification of key resources, computer modeling of proposed development, resource analysis including viewer response, and assessment of appearance and impacts of project designs. We also provide design and other recommendations to mitigate adverse impacts to visual resources. A visual impact assessment (VIA) is frequently prepared as part of NEPA actions.

Rosewood Hotel Palm Desert

The Rosewood Hotel project has been approved for development on Highway 74 in Palm Desert, and presented numerous challenges to the city and surrounding residents. The relatively tall (four story) building will be constructed near the highway frontage and will provide a long facade along this roadway. The visual impact analysis evaluated the impacts of the future hotel to the streetscape and to surrounding residences. A variety of analysis methods were used, including story poles and balloons, and sophisticated and highly accurate computer visualizations.



Cathedral Canyon Drive

Cathedral Canyon Drive provided only a low flow crossing at the Whitewater River and has been washed out by large storms on an almost annual basis. The look and visual impacts of the new 600-foot bridge were a concern to the city and surrounding residents and resort owners. Based on a carefully conceived aesthetic treatment package for the bridge, field data and CAD drawings were used to model four views of the bridge. All stakeholders were pleased with the quality of the visualization and the limited impacts of the project as demonstrated by the analysis.

Desert Gateway Commercial Center

Substantial concern was expressed about the potential adverse impacts the 700,000 square foot regional commercial center would have on surrounding viewsheds. The site has significant slopes and prominent areas that were to be built upon. As part of a CEQA EIR, Terra Nova prepared four detailed viewshed analyses to assess the views of this new development once constructed. Four viewsheds were selected in consultation with the city and more than adequately addressed concerns raised



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Transportation Planning

After land use, traffic and transportation represent one of our greatest planning and environmental challenges. Since 1984, Terra Nova has conducted and managed a wide range of traffic and transportation studies, including project-specific design and General Plan scale modelling. Our experience includes systems design and analysis, network modelling, multi-modal systems, transportation systems and demand management (TSM & TDM), "Complete Streets", transit-oriented development (TOD) and synergistic mixed-use development. Terra Nova has also been instrumental in many federally funded transportation projects and their environmental clearance and permitting.

Transportation planning encompasses a wide spectrum of interacting fields of planning, including land use, traffic networks and technology, as well as employment and labor economics, sociology, air quality, social equity and human health. As an integral part of community development and economics, transportation planning has become even more important as efforts are ramped up to increase multi-modal movement of people and goods. Terra Nova conducts and manages a variety of transportation research and analysis, including General Plan level traffic modeling, project traffic impact analyses, neighborhood electric vehicles (NEV) and bicycle route and facilities planning, parking demand studies and other services. Representative projects include the Palm Desert and La Quinta General Plans, the University Park Community Plan, Anaheim's Katella Boulevard expansion, College Park Specific Plan and the La Quinta NEV/golf cart plan.

University Park Palm Desert

The 2,200± acre University Park Community Plan was developed as a highly synergistic sub-area of the Palm Desert General Plan and involves major arterials, three interchanges with US Interstate-10, and a variety of multi-modal facilities. These include plans for a bus rapid transit route, comprehensive bike and NEV circulation, and a land use pattern that supports non-motorized access to work, shopping, school and parks and recreation. This unique and balanced mix of residential, commercial, industrial, college and university campuses, and recreation and open space are a model of integrated mixed-use planning.



Highway 111 Coachella Valley

Terra Nova has been involved with Highway 111 planning efforts along much of this route's length. From Palm Springs to the Salton Sea, our planning efforts have included changes to roadway and intersection geometries, access drive consolidation, Caltrans and municipal environmental clearances for roadway widening and modifications, and pedestrian bridges and other improvements to non-motorized access.

Magnesia Falls Drive EIR Palm Desert

Terra Nova prepared the CEQA EIR for the Magnesia falls Improvement project in the City of Palm Desert. This important roadway provides east-west access to the College of the Desert and other schools, residential development and City parks and recreation facilities. Major issues included traffic noise, flooding and hydrology, visual impacts, and public infrastructure.





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Air Quality and Climate Change Analysis

For more than 25 years, Terra Nova has been providing air quality and, more recently, greenhouse gas analysis services. These services support all environmental analysis and documentation, land use and transportation plans and projects, and entitlement processing. Documents prepared include air quality analyses, conformity analysis, greenhouse gas analysis, and Climate Action Plans. Terra Nova air quality analysis staff is knowledgeable in federal, state, and regional air quality regulations relating to criteria pollutants and toxic air contaminants, as well as greenhouse gases. Terra Nova has analyzed air quality impacts throughout California including the South Coast, Salton Sea, Mojave Desert, and San Joaquin Valley Air Basins. Applied industry-standard modeling techniques and software include CalEEMod, RoadMod, EMFAC, AERMOD, CALINE, and Caltrans Carbon Monoxide Protocol.

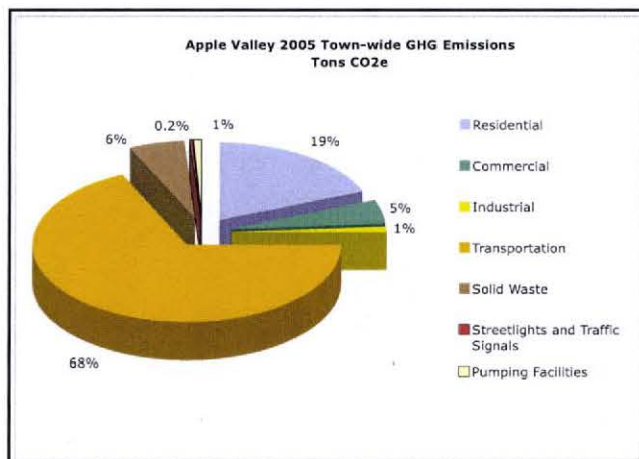
While air quality and toxic emissions analysis protocols have developed over a number of decades, protocols for quantifying and assessing the significance of greenhouse gas (GHG) emissions vary considerably. Many agencies may yet to establish clear policies or programmatic regulations to guide climate change analysis. Terra Nova solves this problem with tailored quantitative modeling to compile accurate inventories of existing and future emissions coupled with the perspective of seasoned planners. Our analyses present reasonable and defensible assessments of impact significance, as well as consistency with State and local GHG reduction plans, programs and policies. Our award-winning Climate Action Plans assure defensible analysis and thoughtful, cost-effective strategies to meet GHG emission challenges.

Climate Action Plans

California's Global Warming Solutions Act of 2006 (AB 32) set in motion a statewide effort to achieve reductions in greenhouse gas emissions through regulatory and market mechanisms. The long-term goal is an 80 percent reduction in GHG emissions from 1990 levels by 2050. Through the preparation and implementation of a Climate Action Plan, local governments are putting into place strategies to reduce their community-wide emissions to 15% percent below current levels by 2020. On a municipal level, it is essential to first conduct a community-wide inventory to identify and quantify greenhouse gas emissions. Sophisticated research and software are used to estimate emissions derived from energy consumption, waste generation and other potential sources. Once sources have been identified, a constraints and opportunities analysis is conducted to identify areas where emissions can be cut. Practicable and feasible policies and programs are essential to achieve reductions, as is an understanding and appreciation of the economic opportunities associated with these ventures. Potential emission reductions are quantified by estimating the effectiveness of various measures, such as improved energy efficiency or a change in energy source. These activities culminate in a Climate Action Plan (CAP) that allows the municipality to implement reduction measures tailored specifically to the community's needs and abilities. An award-winning Terra Nova Climate Action Plan has been recommended by Southern California Edison as a model for emulation (see Apple Valley CAP , below).

Town of Apple Valley Climate Action Plan

After completing the General Plan update for the Town of Apple Valley, Terra Nova prepared the Climate Action Plan for the Town. The CAP was completed using ICLEI protocols and programming, and includes an inventory of base year GHG generation for municipal and community sectors; "business as usual" calculations and reduction targets for the year 2020; an elective menu of reduction strategies for municipal reductions, existing development reductions, and new project reductions; and an implementation plan and monitoring system to allow the Town to track its progress. The CAP has already been implemented for a major retail



project, which is incorporating the Plan's reduction measures in its Environmental Impact Report and development plan to demonstrate quantified reductions in GHG emissions meeting Town targets. The CAP has received the Beacon Award from the Institute for Local Government and is recommended as a model for other municipalities by Southern California Edison.

City of La Quinta Greenhouse Gas Reduction Plan

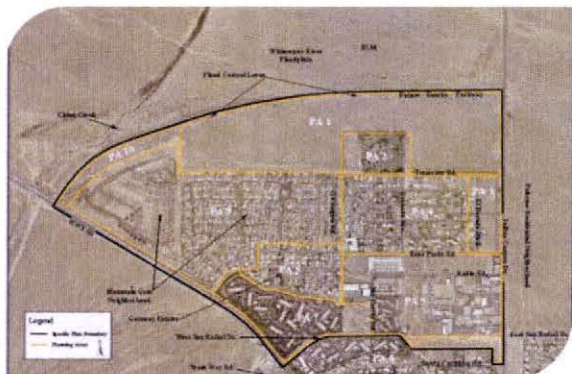
Currently under way, the City of La Quinta's Greenhouse Gas Reduction Plan is being prepared in conjunction with the update of the City's General Plan. The Plan has been prepared using the ICLEI protocol, and includes:

- an inventory of current municipal and private sector GHG generation for a base year of 2005;
- a reduction target based on 1990 level estimates;
- "business as usual" build out estimates for 2020 based on the current General Plan land use plan and associated traffic study;
- implementation measures in an elective menu format for both municipal activities and for the community at large, quantified to demonstrate their potential GHG reductions for 2020; and
- a tracking mechanism to allow the City to monitor its progress.

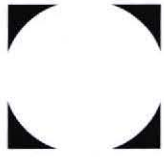
The Plan, when implemented, will result in reductions of greenhouse gases of 15% below base year.

College Park Specific Plan Greenhouse Gas Analysis and Reduction Strategy

The 510-acre College Park Specific Plan in Palm Springs includes the future 119-acre West Valley Campus of College of the Desert, as well as industrial and business park lands, residential development and a 10-mwe solar PV array. Tasks included several levels of efficiency analysis, detailed accounting of greenhouse gas (GHG) potential under "business-as-usual" scenarios, and quantified off-sets from innovative land use concepts and design standards. The College Park Specific Plan is a climate action plan for a geographic sub-unit of the City of Palm Springs General Plan, providing general control measures, air quality and climate change mitigation, and sustainable design strategies.



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Hazardous Materials Surveys and Remediation

The Terra Nova team has conducted soil, soil gas, and groundwater investigations at more than 400 properties in Southern California. Terra Nova also prepares remedial action plans for the removal of contaminants in soil and groundwater. Properties investigated have included automotive fuel service stations, metal plating facilities, recycling facilities, dry cleaning facilities, manufacturing plants, oil fields, coal and uranium mines, military bases, manufactured gas plants, oil refineries, and roadways. The properties investigated have ranged from smaller vacant lands to larger Superfund facilities and military bases. These investigations have been conducted both discreetly for smaller clients, as well as with oversight by up to four regulating agencies for larger impacted sites. Services include Phase I & II environmental or initial site assessments (ESAs and ISAs), lead and asbestos surveys, and associated remediation planning and management.

California State University-San Bernardino Phase I ISA

The California State University System has been incrementally developing a 200-acre campus in the City of Palm Desert; Terra Nova prepared the CEQA EIR for the campus master plan. Phase I Initial Site Assessments have been prepared for the University on the initial take down of land and for subsequent parcels. Issues included abandoned wells, past agricultural activity, construction waste and debris, and other illegal dumping.



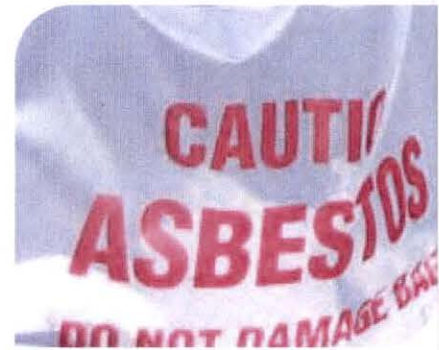
College of the Desert West Valley Campus Phase I ISA

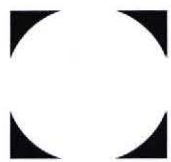


A comprehensive Phase I environmental site assessment was prepared on the 119-acre future West Valley Campus of College of the Desert in Palm Springs. The site lies adjacent to open wash and vacant lands, is easily accessible and has been the site of numerous dumping of domestic, construction and other waste materials. The site and potentially hazardous materials were carefully assessed and mitigation strategies developed to clear the site of potentially hazardous and toxic materials.

Palm Desert Apartments Hazardous Materials Survey

On behalf of the Palm Desert Housing Authority, Terra Nova conducted a hazardous materials survey, Phase I ISA and asbestos and lead survey and testing. The survey area included 66 dwelling units in eight apartment buildings, and one restaurant. The apartments were constructed in 1962 as hotel units and subsequently converted to apartments. The city Housing Authority purchased the development with the intent of converting it to a city-owned affordable housing project.





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Regulatory Permitting

A wide range of regulatory permits are required for both public and private sector projects, including development and conditional use permits, Clean Water Act permits including 404 dredge and fill permits and 401 water quality certificates, California Fish and Game streambed permits, and Clean Air Act (CAA) permits. Over the past 28 years, Terra Nova has prepared and processed hundreds of land use permits for both small and large projects. We have also secured numerous 404 dredge and fill permits from the US Army Corps of Engineers, CWA permits from the California Regional Water Quality Control Board and the US EPA, and streambed alteration agreements from the California Department of Fish and Game. Terra Nova has assisted several jurisdictions in the development of planning regulations and ordinances. Planning issues that the firm has addressed have included energy conservation, resource protection, and land use and zoning regulation.

Public Sector

- General Plans
- CEQA & NEPA Analysis
- Fiscal Impact Analysis
- Zoning Ordinances
- Municipal Services
- Fee Nexus Studies

Private Sector

- Master & Specific Plans
- Project Management/Permitting
- Biological & Cultural Resources Studies
- Transportation Planning
- Land Use Feasibility Studies
- CEQA & NEPA Analysis
- Air Quality Analysis
- Fiscal Impact Analysis
- Traffic Impact Analysis
- Market Feasibility Analysis

Stone Eagle Golf Club & Residential Village EIR & COE 404 Permit



Terra Nova prepared the Draft and Final Environmental Impact Report for the 703± acre Stone Eagle project located in Palm Desert. Issues included development potential impacts to critical bighorn sheep habitat and desert washes, bridging CVWD stormwater channel, securing 404 permit from the US Army Corps of Engineers and 1603 Streambed Alteration Agreement from the California Department of Fish and Game. Environmental issues also included traffic impacts to SR 74, visual impacts and geotechnical issues.

Mirada Estates at Rancho Mirage SEIR & Permitting

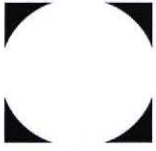
Terra Nova prepared the Draft and Final Subsequent Environmental Impact Report (SEIR) on the 156± acre mixed use master plan for the Mirada Development in Rancho Mirage. Major issues were associated with biological resources (Peninsular bighorn sheep, microphyll woodland, etc.), cultural resources, flooding and hydrology, trail and open space access, water quality and visual resources.



Cathedral Canyon Bridge at the Whitewater River



An all-weather bridge planned for Cathedral Canyon Drive over the Whitewater River required a wide range of permit approvals from city, state and federal agencies. Terra Nova prepared application, environmental and special studies and analysis for the US Army Corps of Engineers, US EPA, California Department of Fish and Game and California Water Quality Control Board, and secured federal CWA 404 and 401 permits and certificates, a streambed alteration agreement and state 401 certificate. Terra Nova also prepared a habitat mitigation and monitoring plans for this project.



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Ecosystem and Habitat Conservation Planning

Wildlife conservation has evolved into a more holistic discipline that evaluates and protects entire habitats and ecosystems. Conservation planning also accounts for existing and possible future human encroachment into sensitive areas. Only with an adequate breadth and depth of understanding can management plans be developed and implemented effectively. While Terra Nova's experience with desert ecosystems is greatest, for the past three decades we have worked on wildlife, habitat and ecosystem management and conservation plans for non-profits, local governments, and state and federal agencies in a wide range of environments. In addition to involvement in landscape scale conservation efforts of more than one million acres, Terra Nova has also prepared habitat conservation plans, including the first such plan for the endangered Casey's June beetle.

Coachella Valley Multiple Species Habitat Conservation Plan CEQA & NEPA Compliant EIR/EIS

Terra Nova was retained by the Coachella Valley Association of Governments (CVAG) to prepare a CEQA and NEPA-compliant Environmental Impact Report/Statement (EIR/EIS) for the 1.25 million acre Multiple Species Habitat Conservation Plan (MSHCP) and Natural Communities Conservation Plan (NCCP). The Plan protects 27 sensitive plant and animal species and their habitats and provides incidental take permits from state and federal agencies.



The EIR/EIS addressed the full range of potential project impacts on the member jurisdictions of CVAG (nine incorporated cities and Riverside County), and also analysed the potential effects of the US Bureau of Land Management's Santa Rosa and San Jacinto Mountains Trails Plan. Additional "permittees" under the MSHCP include the Coachella Valley Water District, Imperial Irrigation District and Riverside County Flood Control District. The EIR/EIS evaluated such environmental issues land use compatibility, socio-economic and fiscal effects, transportation, water resources, flood control, air quality, noise, cultural resources, mineral resources, recreation and public facilities.

Dos Palmas ACEC Ecosystem Management Plan and NEPA EA

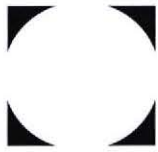


Terra Nova prepared an ecosystem management plan (EMP) and NEPA Environmental Assessment on the Dos Palmas ACEC (Area of Critical Environmental Concern) for the US Bureau of Land Management and The Nature Conservancy (TNC). The planning area encompassed approximately 17,000 acres and included the Salt Creek drainage and a portion of the Salton Sea within the project boundaries. The EMP/EA document summarized previous plans, discussed planning issues and ACEC management objectives, provided a detailed management plan and included a monitoring and reporting program. A comprehensive, NEPA-compliant EA was also integrated into the document. Species of concern included desert pupfish, Yuma clapper rail, flat-tailed horned lizards and other sensitive species. Plant communities included extensive wetlands and riparian habitat, palm oases, springs and artesian wells, and riparian woodlands. Control of invasive non-native plant species, tamarisk, etc.) was also addressed in the EMP.

Casey's June Beetle Habitat Conservation Plan (HCP)

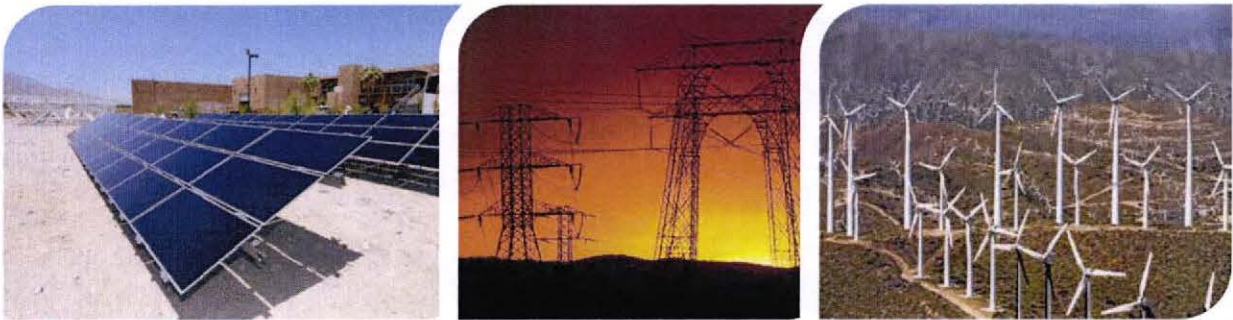
The Casey's June beetle is an endemic species limited to a small area in the western Coachella Valley. Recently listed by the US Fish and Wildlife Service as "endangered", Terra Nova was retained to draft the first habitat conservation plan for this species. Pursuant to Section 10(a)(1)(B) of the federal Endangered Species Act of 1973, our client (Smoketree, Inc.) applied for an incidental take permit from the U.S. Fish and Wildlife Service (Service) to allow the incidental take of Casey's June Beetle on 260 acres. Our research, documentation and agency negotiations yielded a Low-Effect Habitat Conservation Plan (HCP) that mitigates and minimizes impacts to the species resulting from existing routine, ongoing occupation, use, and maintenance of the existing residential community and its guest ranch.





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Energy Resources

Terra Nova staff has decades of experience in energy resource planning, small and utility-scale project planning, related environmental impact assessment, technology and knowledge transfer, and associated economic impact analysis. We work directly with state and federal energy regulatory agencies, public utilities, communities and other stakeholders in developing solutions to a wide range of energy-related issues. Our experience includes resource planning and management, and environmental analysis and permitting for a variety of energy projects. Terra Nova has played a key role in major solar photovoltaic systems and wind farms, development and implementation of the Coachella Valley's Green for Life energy management and conservation program developed with funding from Southern California Edison, and public policy programs.

CVAG Green For Life Project

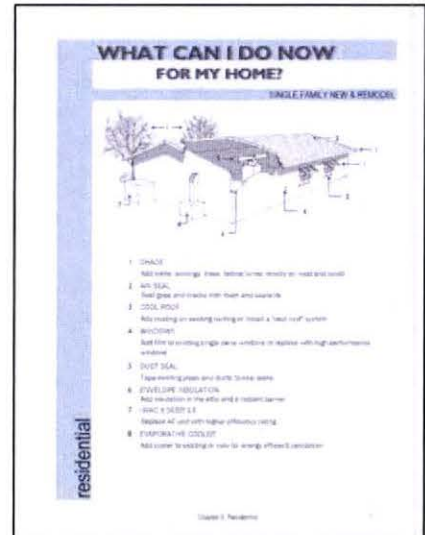
Terra Nova assembled and managed a multi-disciplinary team of consultants to prepare the Green for Life Initiative for the Coachella Valley Association of Governments (CVAG). Funded by Southern California Edison, the Initiative is a regional approach to achieving energy reductions, and includes:

- A Green Building Policy
- Climate Action and Energy Action Plans
- A Benchmarking Policy
- Energy management software purchase and installation
- A Commissioning and Retro-Commissioning Policy

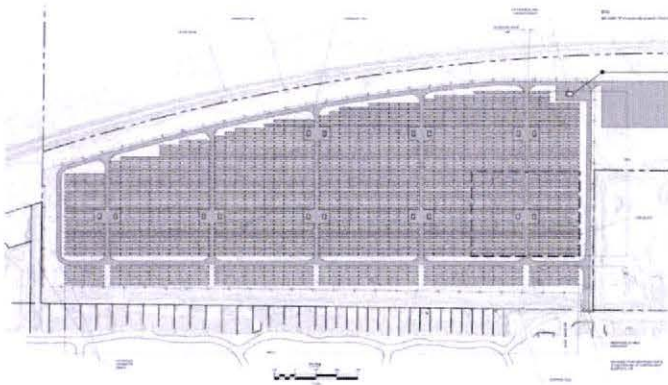
The Terra Nova team developed the Green Building Program for the seven participant jurisdictions: the cities of Blythe, Cathedral City, Desert Hot Springs, Indian Wells, Palm Springs, Rancho Mirage; and the Agua Caliente Band of Cahuilla Indians.

The program is based on extensive research and review of diverse existing energy efficiency policies and programs in the Coachella Valley and similar regions, and is specifically tailored to address new development, as well as retrofitting of existing development. The Terra Nova team also prepared the Green Building Manual and a training program on energy efficiency and sustainability for City staff and officials.

Another component of the Green For Life Initiative is Benchmarking and Utility Management, which includes the development of a facilities inventory and thorough review of existing energy benchmarking policies. The Terra Nova team conducted benchmarking and utility management analysis for the seven participant municipalities. We also researched and installed energy management software for all seven jurisdictions, and developed a Commissioning and Retro-Commissioning Policy for all the jurisdictions.



College of the Desert/SCE GreenPark PV Project



On behalf of the City of Palm Springs, College of the Desert (COD) and Southern California Edison (SCE), Terra Nova coordinated preparation of a Conditional Use Permit application and technical studies associated with the proposal to construct a grid-connected 10-megawatt photovoltaic (PV) array on 60± acres of the new West Valley Campus of COD. In addition to addressing specific design issues, including array and transmission corridor location and design, we also encouraged innovative, low impact

construction practices. Terra Nova prepared a comprehensive CEQA Initial Study and Mitigation Negative Declaration and processed the application and CEQA documentation through the city.

SCE Delano Airport PV System

Terra Nova is providing environmental and permitting services to Southern California Edison for the development of a grid-connected 10-megawatt PV array at the Delano Municipal Airport in Kern County. The PV system will be located on airport land zoned for industrial development and will connect directly to the local power grid, supplying the airport and other surrounding land uses. Terra Nova prepared and processed an Environmental Assessment for the



Federal Aviation Administration (FAA) in conformance with the National Environmental Policy Act (NEPA) and FAA regulations. Terra Nova also prepared and processed an Initial Study and Mitigation Negative Declaration for the City of Delano in conformance with the California Environmental Quality Act (CEQA).

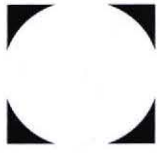
College Park Specific Plan



The City of Palm Springs retained Terra Nova to study a 510-acre planning area and develop a sustainability-based Specific Plan for this area, which includes the West valley Campus of the College of the Desert (COD). This diverse area of single and multi-family homes, institutional uses, industrial lands, limited commercial development and vacant lands was identified as a living laboratory for sustainability planning. The College Park Specific Plan integrates and extends the sustainability-based curriculum and career training being implemented by COD, and includes

plans to associate existing and future industrial development with the cultivation of sustainable technologies at the campus. COD will also use the local residential neighborhood as a living lab for weatherization, technology transfers and energy and water management.

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Water Supply Assessments

Worldwide and especially in the western United States, the long-term availability of potable water resources has become an increasingly critical issue. Urban development and agriculture are supported by both surface and ground water resources, which have always been scarce and are now further threatened by climate change. Over the past decade, Terra Nova has prepared water supply assessments, verifications and studies for a wide range of planning and development projects. Uniquely, Terra Nova has also been a leader in water resources planning in the context of community General Plans. Our intimate familiarity with the principles of land planning, resource management and conservation, and community design and development assures WSAs and Water Management Plans that are founded on sound research, solid analysis, and innovative thinking about resource use and management. The following briefly summarizes some of our experience in this area.

College Park Specific Plan WSA: This WSA was prepared for the Desert Water Agency in 2010 for the 506 acre College Park Specific Plan and associated 119 acre West Valley Campus of College of the Desert in the City of Palm Springs. The WSA also assessed water demand associated with future industrial, commercial and residential development.

Hacienda at Fairview Valley Specific Plan WSA: This WSA was prepared in 2009 for Apple Valley Ranchos Water Company for the 1,557-acre mixed-use development, including 3,100 dwelling units.



Hacienda at Fairview Specific Plan Water Supply Study: The supplemental water supply study was prepared in 2009 for Apple Valley Ranchos Water Company for the 1,557-acre mixed-use development, including 3,100 dwelling units.

North Apple Valley Industrial Specific Plan WSA: This WSA was prepared for the Apple Valley Ranchos Water Company 5,000-acre Apple Valley North Specific Plan, which centers on the industrial lands surrounding the Apple Valley Airport.

Desert Gateway WSA: This WSA was prepared for the Coachella Valley Water District on the 700,000 square foot Desert Gateway commercial center in Palm Desert.

Desert Dunes Resort WSA: This WSA was prepared for the Coachella Valley Water District on the 2,800 unit golf-oriented planned community in the western Coachella Valley.

Panorama Specific Plan WSA: This WSA was prepared for the Coachella Valley Water District on the 504-acre Panorama Specific Plan project, which included 1.2 million square feet of commercial space, 2,700 homes and a 100-acre community college campus.



Museum Market Plaza Specific Plan WSA: This WSA was prepared for the Desert Water Agency for a mixed use hotel, condominium and commercial project in downtown Palm Springs.

Palm Springs Section 14 Water Supply Study: This water supply study was prepared in coordination and cooperation with Desert Water Agency in lieu of a Water Supply Assessment and approved by the City.

Recurrent Energy WSAs: Over the past two years, Terra Nova has prepared several Water Supply Assessments and water supply studies for Recurrent Energy, a major developer of photovoltaic (PV) solar energy projects in California. Several assessments were for adjudicated water basins

with associated legal and regulatory issues, and groundwater and other supply conditions that have significantly restricted new development access (including solar) to groundwater resources. Terra Nova has successfully negotiated with water districts, companies and agencies in securing water for recurrent projects.





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Market Feasibility Analysis

Land use, development and market feasibility analysis has been at the heart of Terra Nova services since the company's inception. Disciplines applied to these analyses include land carrying capacity, infrastructure availability and cost, regulatory constraints and opportunities, demographic trends and projections, sector specific market analysis, and market conditions, trend analysis and projections. The company has applied these approaches to a variety of economic development projects, ranging from commercial and industrial park development, to community-wide economic development strategies.

The company's experience with project-specific economic and market analysis is extensive. Since 1984, we have encouraged private sector clients to integrate land use and market analysis into the design and development of residential, commercial and industrial projects. These documents have enhanced project planning and phasing, and helped to facilitate financing of projects. Terra Nova has also completed a wide variety of fiscal impact analyses in association with securing project approvals and land annexations. These studies comply with local, county and state requirements for fiscal impact analysis.

Our experience in broad-based market and economic analysis include the development of detailed community economic profiles, assessments of land use patterns and their impact on local economic conditions, including per capita and household income, and employment development. Terra Nova has prepared more than a dozen Economic Development Elements for General and Comprehensive Plans. We have also prepared economic analysis integral to community Redevelopment Agency plans and strategies.

Community economic profiles and economic development strategies have become an important part of the suite of services provided by Terra Nova. In addition to providing a economic and market clear context within which communities compete, these studies and strategies provide a map for future economic growth. Detailed assessments of constraints and opportunities, and the identification of comparative advantages in the market place have helped put communities on an optimum track for economic growth.

Paradise Valley Market Feasibility Study and Cost/Benefit Analysis

Terra Nova prepared a comprehensive market feasibility study for a new town development planned east of the Coachella Valley in Riverside County. The study included analysis of the developer's proposed land use plan for the 6,400 acre project, which included a full range of residential, commercial, resort and industrial designations. The study analyzed these land uses based on both the internal demand and the demand created by pass-by traffic on US Interstate 10. As a result of the analysis, the land use plan was adjusted to reduce the retail component, balance the mix of residential land uses to accommodate all income levels, and adjust the resort hotel rooms consistent with projected demand. As the development team continued to work with the land use plan, Terra Nova updated the analysis to assure that the project had a balance of land uses that would be sustained over a long build out period.



Fiscal Impact Analysis, City of Palm Desert North Annexation

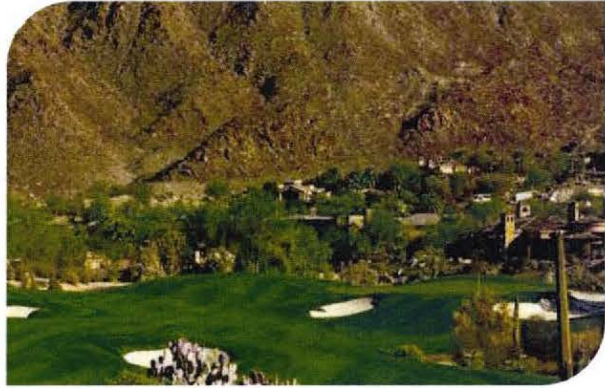


In 2012, the City of Palm Desert considered the annexation of residential and commercial lands north of the current City limits, at the request of the residents of the area. As part of this annexation evaluation, Terra Nova completed a comprehensive fiscal impact analysis to consider the costs and revenues that could be expected immediately upon annexation from existing development, as well as the costs and revenues that would be generated at build out of the annexation area. The analysis included not only the fiscal model, but evaluation of why the

model demonstrated a significant negative financial impact for the City. Ultimately, the City Council determined that the annexation would not be in the best interest of the City, and terminated consideration.

Canyons at Bighorn Golf Course Land Use and Market Feasibility Analysis

Terra Nova prepared this detailed preliminary market assessment of golf course development in the Coachella Valley and the greater Palm Desert market area. Measures of economic activity associated with tourist resort industry were also made and analysed. Conducted detailed golf course market analysis, preliminary project redesign concepts, assessment of associated residential component, and preparation of development and operations pro formas. Prepared project planning and implementation schedule and incorporated same into study recommendations.



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JOHN D. CRISTE
Principal Planner

Mr. Criste has more than thirty-five years experience in land use, urban and regional planning, energy development management and impact analysis, environmental assessment and impact analysis, land use feasibility and market analysis. He also has extensive experience in public policy planning regarding land use and environmental issues on county, state and federal levels. On numerous occasions he has served as a guest speaker at U.S. Department of Energy conferences on the environmental and socio-economic impacts of decentralized power generation systems. His experience covers all aspects of the California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA) and public documents required by same. He is a frequent CEQA instructor for the Association of Environmental professionals and the American Planning Association, and has provided for credit instruction in land use and environmental planning for the American Bar Association.

Since founding Terra Nova, Mr. Criste has provided environmental analysis on such projects as: EIRs on the Coachella Valley Multiple Species Habitat Conservation Plan EIR/EIS, numerous resort hotel projects, 2,200 acre Rancho Royale Specific Plan, CEQA/NEPA EIR/EIS for the 17 mile CVWD Mid-Valley Stormwater Channel, and the Ecosystem Management Plan and NEPA EA for the 17,000 acre Dos Palmas ACEC. Other projects have included dozens of annexation and associated environmental documents, more than 30 Specific Plans and EIRs, and more than a dozen General Plans and EIRs for such diverse cities as Rancho Mirage, Palm Desert, Desert Hot Springs and Blythe. Most recently, Mr. Criste was the principal planner in charge of the preparation of Section College Park Specific Plan and EIR for the City of Palm Springs.

Mr. Criste has also been involved in a number of major resort and golf course projects, including two Fred Couples golf courses (The Palms and Desert Cove), Canyons at Bighorn, Stone Eagle and others. His experience in resort hotel planning includes the Rosewood Hotel in Palm Desert and the Ritz Carleton Hotel in Rancho Mirage. Additional experience has included planning and environmental analysis of utility scale energy projects, implementation of regional water and air quality control programs, and statewide energy-conserving building codes.

As an Associate Planner for Riverside County, California, Mr. Criste's responsibilities included such projects as the San Geronio Wind Resource Study team (EIR/EIS#158), and the processing of the first windpark development permits in the San Geronio Pass. He was project planner for the 2,000 acre Tesoro Resort Development Specific Plan, and also served as County Representative to the Coachella Valley Association of Governments (CVAG) Technical Planning Committee. He served as Chairman of the Pennsylvania Governor's Energy Curriculum Task Force. Most recently, Mr. Criste has served as an expert witness in land use and environmental planning suits in state and federal courts.

Mr. Criste holds a Bachelor of Arts degree in Architectural History from Pennsylvania State University. He has been certified by the American Institute of Certified Planners (AICP, #6672). He is also a member of the American Planning Association (APA), the Association of Environmental Professionals (AEP), an Associate Member of the Institute of Transportation Engineers and is an Associate Member of the Urban Land Institute.

NICOLE SAUVIAT CRISTE
Principal Planner

Ms. Criste has been with Terra Nova since 1985, coming from a background in publishing, marketing and public relations. Since joining Terra Nova, she has authored and managed the preparation of a wide range of planning and environmental documents, including several General and Specific Plans, Zoning Ordinances, resource management plans, market studies and land use feasibility analyses.

Ms. Criste's experience includes General Plans for the Cities of La Quinta, Apple Valley, Poulso (Washington), and Rancho Mirage. Her Specific Plan experience includes Museum Market Plaza in downtown Palm Springs and the 5,000± acre North Apple Valley Plan (see below). She has also managed preparation of the Canyon South Specific Plan in Palm Springs.

She is currently the Project Manager for the Coachella Valley Association of Governments (CVAG) Green for Life Program, for which the Terra Nova Team has prepared a Green Building Policy and Municipal Benchmarking and Energy Management Program. Ms. Criste has also prepared a variety of air quality analyses using state of the art software models to conduct thorough assessments of project impacts on air quality and greenhouse gas levels.

Ms. Criste is also expert in state Housing Element law and many aspects of Redevelopment law, especially the application of CEQA to RDA projects. She has prepared housing elements for a variety of jurisdictions and processed them through the Department of Housing and Community Development.

In addition to extensive land use and community planning experience, Ms. Criste also provides expert services in environmental, land use and development design analysis, fiscal and economic impact analysis, market research and marketing strategy development. Her experience in project and community land use planning and analysis is extensive and has included most regions of the U.S.

She has conducted numerous market and economic impact studies, as well as environmental studies for economic development and redevelopment agencies. Ms. Criste prepared the economic impact analyses for the Coachella Valley Multiple Species Habitat Conservation Plan, the Santa Rosa and San Jacinto National Monument Plan and federal EIS, and numerous annexations in Riverside and San Bernardino counties.

She also manages the firm's contract planning services, which have included providing current planning and environmental services to the cities of Indio, Coachella, La Quinta, Palm Springs, Rancho Mirage, Desert Hot Springs, Cathedral City, Banning, San Bernardino and the Town of Yucca Valley.

Ms. Criste is a graduate of Scripps College with a Bachelor of Arts degree in European Studies.

ANDREA RANDALL
Senior Planner

Ms. Randall has been a practicing professional urban planner since 1993, and has developed a broad range of experience and expertise in land use and environmental planning, economic planning and analysis, GIS and database development, and other associated skills and capabilities. She currently manages Terra Nova's Colorado Springs office.

Since joining Terra Nova in 1998, Ms. Randall has been involved in a wide variety of land use and environmental planning activities. She has been actively involved in the preparation of General Plans and associated environmental analysis for the cities of Cathedral City, Rancho Mirage, Palm Desert, La Quinta and Desert Hot Springs; as well as environmental assessments for planned communities and major recreation projects, including championship golf courses and associated facilities.

Ms. Randall has also assisted in the preparation and processing of a variety of NEPA and CEQA documents, and has secured Streambed Alteration Agreements from the California Department of Fish & Game and Section 404 Permits from the Army Corps of Engineers. She also had a primary role in the preparation of the US BLM NEPA EIS for the California Desert Conservation Area (CDCA) Plan amendment.

Ms. Randall has also conducted predevelopment planning analysis for a variety of projects, including the Paradise Valley Market Feasibility Study and Fiscal Impact Analysis, the Coachella Valley Multiple Species Habitat Conservation Plan Fiscal Impact Analysis, the headquarters for the Institute of Critical Care Medicine, and analyses for a number of annexations and residential subdivisions.

As a research analyst for Navigation Technologies, Ms. Randall was responsible for developing information and databases for GIS mapping systems, coordinating the resources of more than 100 public and private sector organizations. Her research and analysis involved housing development, transportation systems and networks, traffic regulations, and local planning policies. She was also responsible for tracking and monitoring new development and construction activities on a regional basis.

Ms. Randall graduated Magna Cum Laude with a Bachelor's degree in Urban Affairs and Planning from the Virginia Polytechnic Institute and State University and was a member of Gamma Beta Phi.

KELLY S. CLARK
Assistant Planner

Ms. Clark joined Terra Nova in 2011. She is a recent graduate of the University of California, Berkeley, graduating with a Bachelor of Science degree in Conservation and Resource Studies. Ms. Clark's coursework emphasized sustainable urban development, environmental policy and community design.

Since joining Terra Nova, Ms. Clark has been assisting in the preparation of the Green Building Policy and the Benchmarking and Energy Management Program for CVAG's Green for Life project. Her duties have included research and documentation of green building programs throughout the State; project coordination; and surveys of participating jurisdictions' staff members.

Ms. Clark has also provided research and analysis required for CEQA and NEPA documents, local green building policies and various development projects throughout the Coachella Valley, including Initial Studies for retail projects in Desert Hot Springs and San Bernardino and the Initial Study for the City of Twenty-nine Palms "Project Phoenix," a downtown redevelopment project that will include a community center, retail and residential development in the City's downtown. She also contributed to the preparation of the College of the Desert Indio Educational Center EIR.

Most recently, Ms. Clark has been a part of the planning team for the Rancho Cucamonga Foothill Boulevard BRT corridor study, a Compass Blueprint Demonstration Project of the Southern California Association of Governments. She has been intimately involved in land use and socio-economic research, public outreach and participation, and collection of data and information regarding the Foothill corridor.

QUIN KINNEBREW, CEG, REA II

Mr. Kinnebrew has been an alliance partner of Terra Nova for more than twelve years and will provide environmental site assessment services and associated technical support to the project. He has conducted soil, soil gas, and/or groundwater investigations at more than 400 properties in Southern California, including oil fields, coal and uranium mines, military bases, manufactured gas plants, oil refineries, and roadways. He has prepared more than a dozen Phase I ESAs for the City of Palm Desert Redevelopment Agency and an equal number for CVWD. His investigations have ranged from smaller vacant lands to larger Superfund facilities and military bases.

Mr. Kinnebrew also has extensive experience in the preparation of Remedial Action Plans for the removal of contaminants in soil and/or groundwater. To date, Mr. Kinnebrew has initiated and completed soil remediation at fuel service stations, dry cleaners, oil fields, and various commercial and industrial properties. Contaminants of concern have included gasoline, diesel, volatile organic compounds, polycyclic aromatic hydrocarbons, metals, pesticides, herbicides, and waste oil. Remedial alternatives used have included vapor extraction technologies, injection of hydrogen releasing compounds, injection of oxygen releasing compounds, and excavation and offsite disposal. Each completed remedial action conducted to date by Mr. Kinnebrew has received agency closure. He holds a Masters of Science in Geology and a Bachelor's of Science in Engineering both from Texas A&M University.

ATTACHMENT 5



October 21, 2015

City of Palm Springs

Marcus Fuller

Assistant City Manager-Engineer

3200 E. Tahquitz Canyon Way, Palm Springs, CA 92262
Tel 760.322.8380 • Fax 760.323.8207 • TDD 760.864.9527
Marcus.Fuller@palmspringsca.gov • www.palmspringsca.gov

Mr. Mark De Bie
Deputy Director
Waste Permitting, Compliance and Mitigation Division
California Department of Resources, Recycling and Recovery
1001 I Street
Sacramento, CA. 95812-4025

**Re: Cleanup and Remediation Assistance Request, Illegal Dump Site
Dunn Road, City of Palm Springs**

Dear Mr. De Bie:

A 40-acre parcel of land located in Palm Springs off of Dunn Road, an unimproved road that extends from State Route 74 in Pinyon Pines through the Santa Rosa Mountains and San Jacinto National Monument in south Palm Springs to Cathedral City, has become an illegal dumping site for solid waste and potentially hazardous materials.

Zoned as agricultural land, historically the property was used for agricultural purposes. Pistachio and almond groves once flourished. Approximately ten years ago, an attempt was made to grow organic peppers on the site. Mulch was imported and deposited. Later, it was determined that the mulch was contaminated with "medical" waste. As a result of the soil contamination, the land became unsuitable for agricultural purposes and was left uncultivated.

In addition to the above, illegally dumped waste materials is scattered over much of the property. It appears to be small objects in a wide variety. Everything from metal objects, such as coins and toys; plastic objects like toothbrushes and dentures; and broken glass covers the surface. In addition, abandoned irrigation lines and other debris has been left behind.

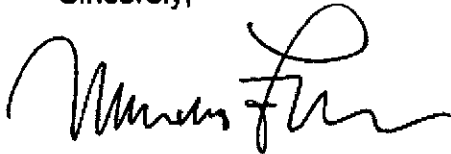
The aforementioned parcel of land is currently owned by Aeneas Valley Ranch, LLC., who has agreed to transfer ownership of the property to the City of Palm Springs once the City can secure funding for site cleanup and remediation. Palm Springs' Department of Public Works and Engineering and Office of Sustainability have been working with

the California Department of Resources, Recycling and Recovery to identify cleanup and remediation options to address the debris present at the dump site, including participating in a site visit with CalRecycle Engineers, Mustafe Botan and Stephanie Young.

The City of Palm Springs requests CalRecycle's managed assistance under the Solid Waste Disposal and Codisposal Site Cleanup Program in order to complete the remediation of the aforementioned site. The City of Palm Springs will fully cooperate with CalRecycle and provide administrative management, complete photo and video documentation, procure and install signing to discourage future dumping, develop and implement a public education plan and devote specific funds to maintain the site. The sum total of these efforts is estimated at \$40,000.

Thank you for your time and attention regarding this matter. If you have any further questions, requests or comments, please feel free to contact me at (760) 322-8280.

Sincerely,

A handwritten signature in black ink, appearing to read "Marcus Fuller". The signature is fluid and cursive, with a large loop at the end.

Marcus Fuller
Assistant City Manager/City Engineer

ATTACHMENT 6

**REAL PROPERTY ACQUISITION AGREEMENT
AENEAS VALLEY RANCH, LLC**

THIS AGREEMENT FOR REAL PROPERTY ACQUISITION, ("**Agreement**"), dated and entered into for solely for reference purposes as of _____, 2016, by and between the CITY OF PALM SPRINGS, a California charter city and municipal corporation ("**City**") and AENEAS VALLEY RANCH, LLC, A WASHINGTON LIMITED LIABILITY CORPORATION, (collectively, "**Owner**"), with reference to the following facts:

RECITALS

A. Owner is the owner of certain real property designated as Assessor's Parcel No. 635-060-011, (the "**Property**"), located in the City of Palm Springs (the "**City**"), the County of Riverside (the "**County**"), State of California (the "**State**").

B. The Property comprises 40 acres of vacant land that was used historically for agricultural purposes, and may be contaminated with certain unknown hazardous or non-hazardous waste.

C. City desires to acquire Owner's Property as part of a remediation project funded in part by the Coachella Valley Mountains Conservancy, as further explained in the City's letter dated June 26, 2015, included as **Exhibit "A"** to this Agreement, and to accept Owner's Property at such time as the City secures 100% of all costs for the remediation project from grant funding or third party resources.

D. Owner has agreed to voluntarily waive its right to payment of the fair market value as compensation for the City's acquisition from Owner of the Property, and agrees to donate to City and City desires to accept from Owner the Property, in accordance with the terms and conditions contained in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by Owner, City and Owner (hereinafter collectively referred to as the "**Parties**", or individually as a "**Party**") hereby agree as follows:

AGREEMENT

1. CONVEYANCE OF PROPERTY.

1.1. Agreement to Donate. Subject to the terms and conditions set forth herein, Owner hereby agrees to convey to City, and City hereby agrees to acquire from Owner, the Property being more particularly described in the Grant Deed, (attached hereto as "**Exhibit B**"), which "Exhibit 1" attached thereto defines the Property to be acquired, and shall be made a part thereof.

1.2. Purchase Price. The purchase price ("**Purchase Price**") for the Property shall be Zero Dollars (\$0). Owner hereby agrees to waive its rights to compensation for the City's acquisition of the Property from the Owner, in exchange for the City pursuing and obtaining funds for remediation of the Property pursuant to the City's letter attached as **Exhibit "A"**.

2. ESCROW AND CLOSING.

2.1. Opening of Escrow. Within fourteen (14) business days after execution of this Agreement by the City, City shall open an escrow (the "**Escrow**") with Liberty Escrow, at the address set forth in Section 7.12 ("**Escrow Holder**"), by depositing with Escrow Holder this Agreement fully executed, or executed counterparts hereof. The date this fully executed Agreement is signed and accepted by Escrow Holder on the last page hereof shall be deemed the "**Opening of Escrow**" and Escrow Holder shall advise City and Owner of such date in writing. The escrow instructions shall incorporate this Agreement as part thereof and shall contain such other standard and usual provisions as may be required by Escrow Holder, provided, however, that no escrow instructions shall modify or amend any provision of this Agreement, unless expressly set forth in writing by mutual consent of City and Owner. In the event there is a conflict between any such standard or usual provisions and the provisions of this Agreement, the provisions of this Agreement shall control.

2.2. Escrow Fees and Other Charges. At the Close of Escrow, City agrees to pay all of Owner's and City's usual fees, charges and costs incidental to the conveyance of the Property and Close of Escrow that may arise in this Escrow, including, but not limited to, any costs for the Standard Coverage Policy (defined below) or if elected, an CLTA Extended Coverage Owner's Policy.

2.3. Closing Date; Conditions Precedent to Close of Escrow. Provided all of the conditions set forth in this Section 2.3 have been satisfied (or are in a position to be satisfied concurrently with the Close of Escrow), the Close of Escrow shall occur at such date as Escrow Holder has acknowledged and confirmed that all such conditions have been satisfied, (the "**Closing Date**"). As used in this Agreement, the "**Close of Escrow**" shall mean the date a Grant Deed, as provided in Section 2.4.2(a) hereof, is recorded in the Official Records of the County.

2.3.1 Conditions of City for Close of Escrow. The Close of Escrow and Owner's obligation to convey the Property are subject to the satisfaction of the following conditions or City's written waiver of such conditions, on or before the Closing Date. City may waive in writing any or all of such conditions in its sole and absolute discretion.

(a) Owner shall have performed all obligations to be performed by Owner pursuant to this Agreement;

(b) No event or circumstance shall have occurred, which, in the sole opinion of City, would make any of Owner's representations, warranties and covenants set forth herein untrue as of the Close of Escrow, including, but not limited to, those warranties and representations of Owner set forth in Sections 3.4 and 4.1 of this Agreement;

(c) There shall have occurred no material adverse change in the physical condition of the Property (such as those caused by natural disasters), which, in the sole opinion of City, would render the Property unsuitable for City's intended use;

(d) The Title Company shall be committed to issue to City, as of the Closing Date, the Title Policy (defined below) covering the Property, subject only to the Permitted Exceptions; and

(e) Owner shall have caused any lien or charge of any deed of trust that encumbers the Property to be subordinated to the rights of City under the terms of the Grant Deed.

(f) City has obtained 100% of the funding necessary to perform remediation and cleanup of the Property, either from grant funding through the Coachella Valley Mountains Conservancy or such other grant award agencies, or through committed agreements with third party agencies to perform such remediation (including the California Department of Resources, Recycling and Recovery to request that the state accept and participate in the cleanup and remediation of the property through their Solid Waste Disposal and Codisposal Site Cleanup Program). As of the date this Agreement is executed, the City has obtained funding to perform preliminary assessment and environmental review for actions necessary to perform remediation and cleanup of the Property; at the completion of this work, City will identify the full cost of the remediation and cleanup of the Property and request additional funding from the Coachella Valley Mountains Conservancy.

2.3.2 Conditions of Owner for Close of Escrow. The Close of Escrow and Owner's obligation to sell and convey the Property are subject to the satisfaction of the following conditions or Owner's written waiver of such conditions on or before the Closing Date. Owner may waive in writing any or all of such conditions as a condition to the Close of Escrow in its sole and absolute discretion.

(a) City shall have performed all obligations to be performed by City pursuant to this Agreement; and

(b) No event or circumstance shall have occurred which would make any of City's representations, warranties, and covenants set forth herein untrue as of the Close of Escrow including, but not limited to, those warranties and representations of City set forth in Section 4.2 of this Agreement.

2.3.3 Waiver of a Condition Does Not Excuse Performance. If any condition precedent to the Close of Escrow is expressly waived, in writing, as a condition to the Close of Escrow by the party for whose benefit such condition exists, then, to the extent such condition is capable of being satisfied following the Close of Escrow, such condition shall become a condition subsequent to the Close of Escrow and shall be satisfied by the party whose performance is required to satisfy such condition as soon as reasonably possible following the Close of Escrow.

2.4. Closing Funds and Documents. The parties shall deposit the following with Escrow Holder prior to the Close of Escrow:

2.4.1 City's Deposits. City shall deposit:

- (a) City's escrow and other cash charges; and
- (b) A Certificate of Acceptance for the Grant Deed executed by the City Clerk of the City of Palm Springs (See, Exhibit B).

2.4.2 Owner's Deposits. Owner shall deposit:

- (a) The Grant Deed in the form of Exhibit B attached hereto, appropriately executed to convey the Property subject only to the Permitted Exceptions (defined below).

2.4.3 Deposits of Additional Instruments. Owner and City shall each deposit such other instruments as are reasonably required by Escrow Holder or otherwise required to proceed to the Close of Escrow and consummate conveyance of the Property in accordance with the terms of this Agreement.

2.5. Closing.

2.5.1 Necessary Actions of Escrow Holder. On the Close of Escrow, Escrow Holder shall in the following order: (i) record the Grant Deed and Certificate of Acceptance in the Office of the County Recorder of the County; (ii) pay any transfer taxes; (iii) instruct the County Recorder to return the Grant Deed to City; (iv) deliver to City the Title Policy covering the Property subject only to the Permitted Exceptions, if any.

2.5.2 Real Estate Taxes. Owner will be responsible for any reduction or may seek reimbursement from the Riverside County Tax Assessor's office for any property taxes that have been assessed for a period after the Close of Escrow. City further agrees to cooperate with Owner to provide any necessary information to the Assessor's office in connection with such request for refund.

2.6. Failure to Close; Termination.

2.6.1 Neither Party in Default. In the event that any condition set forth in Section 2.3 (and its subdivisions) is not satisfied or waived, in writing, and the Close of Escrow does not occur within the time required herein due to the failure of such condition or the Close of Escrow does not occur within the time frame required herein for any reason, with or without fault of Owner or City, this Agreement is terminated; Escrow Holder, with no further instructions from the parties hereto, shall return to the depositor thereof any funds, or other materials previously delivered to Escrow Holder, the Escrow shall be automatically terminated and of no force and effect; City shall pay any Escrow termination fees; and except as otherwise provided herein the parties will have no further obligation to one another.

3. ACTIONS PENDING CLOSING.

3.1. Title Review.

3.1.1 Title Report. Within five (5) business days after the Opening of Escrow, Stewart Title of California (the "**Title Company**") will furnish City with an updated Title Commitment on the Property together with legible copies of all documents referenced therein as exceptions to title and a plot plan for the Property showing all the locations of all easements referenced therein (collectively, the "**Title Commitment**").

3.1.2 Title Notices. City shall have ten (10) business days after its actual receipt of the Title Commitment to deliver to Escrow Holder written notice (the "**Preliminary Title Notice**") of City's approval, conditional approval, or disapproval of the title exceptions and other matters disclosed in the Title Commitment. All title exceptions not timely approved by City will be deemed disapproved. All such exceptions and other matters disapproved by City are referred to herein as "**Disapproved Exceptions**". It shall be the sole responsibility of City to remove any Disapproved Exceptions.

3.1.3 Permitted Exceptions. "**Permitted Exceptions**" shall mean all exceptions appearing on the Title Commitment which are: (i) standard printed exceptions in the Title Policy issued by Title Company; (ii) general and special real property taxes and assessments, a lien not yet due and payable; and (iii) any other liens, easements, encumbrances, covenants, conditions and restrictions of record approved, or expressly waived by City pursuant to this Section 3.1.

3.2. Title Policy. City's obligation to proceed to the Close of Escrow shall be conditioned upon the commitment by Title Company to issue an ALTA Standard Coverage Owner's Policy of Title Insurance (the "**Standard Coverage Policy**"), showing title to the Property vested in City with liability equal to Two Hundred Thousand Dollars (\$200,000), subject only to the Permitted Exceptions. The form of title policy shall be referred to herein as the "**Title Policy**".

3.3. Immediate Possession and Use. It is mutually understood and agreed by and between the parties hereto that the right of exclusive possession and use of the Property by the City, including the right to remove and dispose of improvements, shall commence upon the execution of this Agreement by Owner.

3.4. Owner's Covenant Not to Further Encumber the Property. Owner shall not, directly or indirectly, alienate, encumber, transfer, option, lease, assign, sell, transfer or convey its interest or any portion of its interest in the Property, or enter into any agreement to do so, prior to the close of escrow, and will immediately notify City if any of these actions are taken. Owner shall discharge and remove, prior to the Closing, any and all liens and other obligations relating to work performed on, conducted at, or materials delivered to the Property by Owner, or at Owner's direction or on its behalf, in order to preclude the filing of any claim or mechanic's lien with respect to such work or materials.

4. REPRESENTATIONS, WARRANTIES AND COVENANTS.

4.1. Owner's Representations, Warranties and Covenants. In addition to the representations, warranties, and covenants of Owner contained in other sections of this Agreement, Owner hereby represents, warrants and covenants to City as follows, all of which shall survive the Close of Escrow:

4.1.1 Owner's Authority. Owner has the capacity and full power and authority to enter into and carry out the agreements contained in, and the transactions contemplated by, this Agreement, and that this Agreement has been duly authorized and executed by Owner, and upon delivery to and execution by City, shall be a valid and binding agreement of Owner.

4.1.2 Leases. There are no leases, rental agreements, or other such contracts of any kind or nature affecting possession or occupancy of the Property, and Owner shall not enter into any such contracts during the terms of this Agreement without the prior consent of City.

4.1.3 No Liens and Subordination. Owner warrants that at the time of the Close of Escrow, Owner shall have caused any lien and charge of any deed of trust that encumbers the Property to be subordinated to the rights of City under the terms of the Grant Deed.

4.1.4 No Untrue Statements or Omissions of Fact. Each of the representations and warranties made by Owner in this Agreement, or in any exhibit, or on any document or instrument delivered pursuant hereto shall be continuing representations and warranties which shall be true and correct in all material respects on the date hereof, and shall be deemed to be made again as of the Close of Escrow and shall then be true and correct in all material respects. The truth and accuracy of each of the representations and warranties, and the performance of all covenants of Owner contained in this Agreement, are conditions precedent to the Close of Escrow. Owner shall immediately notify City of any fact or circumstance which becomes known to Owner which would make any of the representations or warranties in this Agreement untrue.

4.2. City's Representations and Warranties. City represents and warrants to Owner as follows, all of which shall survive the Close of Escrow:

4.2.1 City's Authority. City has the capacity and full power and authority to enter into and carry out the agreements contained in, and the transactions

contemplated by, this Agreement, and that this Agreement has been duly authorized and executed by City and, upon delivery to and execution by Owner, shall be a valid and binding Agreement of City.

4.2.2 No Untrue Statements or Omissions of Fact. Each of the representations and warranties made by City in this Agreement, or in any exhibit or on any document or instrument delivered pursuant hereto, shall be continuing representations and warranties which shall be true and correct in all material respects on the date hereof, and shall be deemed to be made again as of the Close of Escrow, and shall then be true and correct in all material respects. The truth and accuracy of each of the representations and warranties, and the performance of all covenants of City contained in this Agreement, are conditions precedent to the Close of Escrow. City shall notify Owner immediately of any facts or circumstances which are contrary to the representations and warranties contained in this Agreement.

4.3. Mutual Indemnity. Owner and City shall defend, indemnify, and hold free and harmless the other from and against any losses, damages, costs and expenses (including attorneys' fees) resulting from any inaccuracy in or breach of any representation or warranty of the indemnifying party or any breach or default by such indemnifying party under any of such indemnifying party's covenants or agreements contained in this Agreement and the City further agrees to indemnify and hold harmless Grantor from any liability arising out of City's operations under this Agreement and agrees to assume responsibility for any damages proximately caused by reason of City's operations under this Agreement and City will, at its option, either repair or pay for such damage. The Grantor shall be named as an additional insured under the Grantee or its contractor's liability insurance.

5. CONDEMNATION. Owner and City acknowledge that this transaction is a negotiated settlement *in lieu* of condemnation, and Owner hereby agrees and consents to the dismissal or abandonment of any eminent domain action in the Superior Court of the State of California in and for the City of Palm Springs, wherein the herein described Property is included, in whole or in part, and also waives any and all claims to any money on deposit in the action and further waives all attorneys' fees, costs, disbursements, and expenses incurred in connection therewith. If, prior to the close of the execution of this transaction, Owner is served with a Summons and Complaint in Eminent Domain in which Owner is a named defendant, upon the Close of Escrow, Owner agrees and consents to City taking a default in the action. Moreover, the consideration set forth in this Agreement provides for the acquisition from Owner of the Property, and any rights which exist or may arise out of the acquisition of the Property for public purposes, including without limitation, Owner's interest in the land and any improvements located thereon, improvements pertaining to the realty (if any), severance damages, any alleged pre-condemnation damages, loss of business goodwill (if any), costs, interest, attorney's fees, and any claim whatsoever of Owner which might arise out of or relate in any respect to the acquisition of the Property by the City.

6. BROKERS. Owner and City each represents and warrants to the other that they have not dealt with or been represented by any brokers or finders in connection with the conveyance of the Property and that no commissions or finder's fees are payable in connection with this transaction. City and Owner each agree to indemnify and hold harmless the other against any loss, liability, damage, cost, claim or

expense (including reasonable attorneys' fees) incurred by reason of breach of the foregoing representation by the indemnifying party. Notwithstanding anything to the contrary contained herein, the representations, warranties, indemnities and agreements contained in this Section 6 shall survive the Close of Escrow or earlier termination of this Agreement.

7. GENERAL PROVISIONS.

7.1. Counterparts; Facsimile Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument and any executed counterpart may be delivered by facsimile transmission with the same effect as if an originally executed counterpart had been delivered.

7.2. Further Assurances. Each of the parties agree to execute and deliver such other instruments and perform such acts, in addition to the matters herein specified, as may be appropriate or necessary to effectuate the agreements of the parties, whether the same occurs before or after the Close of Escrow.

7.3. Entire Agreement. This Agreement, together with all exhibits hereto and documents referred to herein, if any, constitute the entire agreement among the parties hereto with respect to the subject matter hereof, and supersede all prior understandings or agreements. This Agreement may be modified only by a writing signed by both parties. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement whether or not actually attached.

7.4. Headings. Headings used in this Agreement are for convenience of reference only and are not intended to govern, limit, or aid in the construction of any term or provision hereof.

7.5. Choice of Law. This Agreement and each and every related document are to be governed by, and construed in accordance with, the laws of the State of California.

7.6. Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction or rendered by the adoption of a statute by the State of California or the United States invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby; provided that the invalidity or unenforceability of such provision does not materially adversely affect the benefits accruing to, or the obligations imposed upon, any party hereunder, and the parties agree to substitute for the invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provision.

7.7. Waiver of Covenants, Conditions or Remedies. The waiver by one party of the performance of any covenant, condition or promise, or of the time for performing any act, under this Agreement shall not invalidate this Agreement nor shall it be

considered a waiver by such party of any other covenant, condition or promise, or of the time for performing any other act required, under this Agreement. The exercise of any remedy provided in this Agreement shall not be a waiver of any other remedy provided by law, and the provisions of this Agreement for any remedy shall not exclude any other remedies unless they are expressly excluded.

7.8. Legal Advice and Construction. Each party has the option to obtain independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be construed as to the fair meaning and not for or against any party based upon any attribution of such party as the sole source of the language in question. There shall be no presumption in the interpretation of this Agreement that any ambiguity is to be resolved against any party hereto. ."

7.9. Relationship of Parties. The parties agree that their relationship is that of Owner and City, and that nothing contained herein shall constitute either party, the agent or legal representative of the other for any purpose whatsoever, nor shall this Agreement be deemed to create any form of business organization between the parties hereto, nor is either party granted the right or authority to assume or create any obligation or responsibility on behalf of the other party, nor shall either party be in any way liable for any debt of the other.

7.10. Assignment. Neither Owner nor City shall assign its rights or delegate its obligations hereunder without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties to this Agreement.

7.11. Notices. No notice, request, demand, instruction, or other document to be given hereunder to any Party shall be effective for any purpose unless personally delivered to the person at the appropriate address set forth below (in which event such notice shall be deemed effective only upon such delivery), delivered by air courier next-day delivery (e.g. Fed Ex), delivered by mail, sent by registered or certified mail, return receipt requested, or sent via telecopier, as follows:

If to City, to: City Manager & City Clerk
City of Palm Springs
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262
Facsimile No.: (760) 323-8204
Telephone No.: (760) 323-8332

With a copy to: City Attorney
c/o Woodruff, Spradlin & Smart
555 Anton Boulevard, Suite 1200
Costa Mesa, CA 92626
Facsimile No.: (714) 835-7787
Telephone No.: (714) 558-7000

If to Owner, to: James Platt
Aeneas Valley Ranch, LLC
9520 NE 16th Street
Clyde Hill, WA 98004
Telephone No.: (425) 785-3523

If to Escrow Holder, to: Kristy Cordell
Liberty Escrow
200 N. Sunrise Way, Suite A
Palm Springs, CA 92262
Facsimile No.: (760) 322-2157
Telephone No.: (760) 322-2050

Notices delivered by air courier shall be deemed to have been given the next business day after deposit with the courier and notices mailed shall be deemed to have been given on the second business day following deposit of same in any United States Post Office mailbox in the state to which the notice is addressed or on the third business day following deposit in any such post office box other than in the state to which the notice is addressed, postage prepaid, addressed as set forth above. Notices sent via telecopy shall be deemed delivered the same business day transmitted if done so before 4:00 p.m., otherwise delivery shall be considered to be on the next business day. The addresses, addressees, and telecopy numbers for the purpose of this Paragraph, may be changed by giving written notice of such change in the manner herein provided for giving notice. Unless and until such written notice of change is received, the last address, addressee, and telecopy number stated by written notice, or provided herein if no such written notice of change has been received, shall be deemed to continue in effect for all purposes hereunder.

7.12. Survivability. All covenants of City or Owner which are intended hereunder to be performed in whole or in part after Close of Escrow and all representations, warranties, and indemnities by either Party to the other, shall survive Close of Escrow and delivery of the Grant Deed, and be binding upon and inure to the benefit of the respective Parties.

7.13. Acceptance of Donated Property for Tax Deduction Purposes: It is understood by the Parties that conveyance of the Property will be by donation, as a gift to the City, and that subject to City Council approval, the City will provide Owner written confirmation that the City, as a municipal corporation and Charter City, is accepting a donation of the Property with a value of at least \$200,000 as stated in the most recent appraisal of the Property previously provided to the City. City makes no guarantee herein that the donation of the Property to the City will be tax deductible.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement, which shall only become effective as of the day and year the last of the parties set forth below signs this Agreement.

CITY

OWNER

CITY OF PALM SPRINGS, a California charter city and municipal corporation,

Aeneas Valley Ranch, LLC, a Washington limited liability corporation

By: Cascade Ranches, Inc., a Washington corporation, its Managing member

David H. Ready
City Manager

Attest:

By: 

Signature

James Thompson
City Clerk

By: James S. Platt, President
Printed Name/Title

Approved as to form by:

Douglas C. Holland, Esq.
City Attorney

Exhibit List

- Exhibit A -- City's Letter dated June 26, 2015
- Exhibit B -- Form of Grant Deed
- Exhibit C -- Legal Description of the Property

ACCEPTANCE BY ESCROW HOLDER:

Liberty Escrow hereby acknowledges that it has received a fully executed counterpart of the foregoing Real Property Acquisition Agreement and agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as such terms apply to Escrow Holder.

Date: _____ ("Opening of Escrow") Liberty Escrow

By: _____

Name: _____

Its: _____

Exhibit "A"

CITY'S LETTER TO OWNER DATED JUNE 26, 2015



City of Palm Springs

Office of the City Manager

3200 East Tahquitz Canyon Way • Palm Springs, California 92262
Tel: (760) 322-8380 • Fax: (760) 323-8207 • Web: www.palmspringsca.gov

June 26, 2015

Via Registered Mail – Return Receipt

Mr. James S. Platt, President
Aenaes Valley Ranch, LLC
9520 NE 16th Street
Clyde Hill, WA 98004-3427

RE: Remediation of Vacant Property; APN 635-060-011 – Pinyon Pines, Palm Springs, CA

Dear Mr. Platt,

It is my understanding that Aenaes Valley Ranch, LLC, has maintained fee ownership of a 40 acre parcel of vacant land located within and near the southern limits of the City of Palm Springs, near the Pinyon Pines area. Records indicate this 40 acre parcel was excepted from the larger transfer of ownership of 600 acres in that Section 17 to the U.S. Bureau of Land Management by Deed recorded in 2002. The purpose of my letter to you today is to request your help and coordination on a grant request the City is preparing to submit to the Coachella Valley Mountains Conservancy, (the "Conservancy"), associated with remediation of your property located in the City of Palm Springs near the Pinyon Pines area.

Your 40 acre property identified by Assessor's Parcel Number (APN) 635-060-011, is currently a vacant parcel of land located on Dunn Road, an unimproved road that extends from State Route 74 in Pinyon Pines, through the Santa Rosa and San Jacinto National Monument in the south Palm Springs area to Cathedral City adjacent to Palm Springs. Historically, this property was used for agricultural purposes; pistachio and almond groves were previously planted, but over a decade ago as part of an effort to grow organic peppers on the property, mulch was imported and deposited on the site. However, it was later found that the mulch was contaminated with a variety of medical waste and other forms of debris.

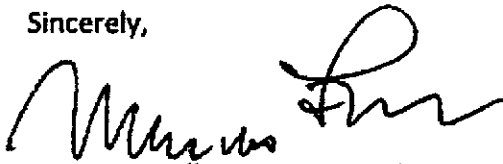
The City would like to take the initiative and apply for grant funds to remediate this property, which will require your support and approval. The Conservancy is the recipient of \$10 Million from the state of California through a Proposition 1 initiative approved by the voters – the Water Quality, Supply, and Infrastructure Improvement Act of 2014. The Conservancy is soliciting proposals from public agencies and non-profit organizations for various eligible projects which benefit water quality, water supply, and watershed protection and restoration projects benefitting the Coachella Valley. How does remediating your property fit in? The property sits in an alluvial plain at the headwaters to the Palm Canyon Wash; surface runoff across the property may become contaminated and degrade water quality downstream, into Palm Springs. Cleaning up your property will eliminate this possibility.

Remediation of a property with an historic use as an illegal dump site, generally, is prohibitively expensive. We conservatively estimate that the costs to assess the contamination and identify a remediation plan, and to complete the remediation, is at least \$250,000 and as high as \$500,000; this cost likely exceeds the fair market value for the property. However, the City is prepared to submit a proposal to the Conservancy to obtain sufficient funding to complete this remediation, with an associated public educational component to promote the benefits of good environmental stewardship, and the importance of preventing disposal of hazardous waste on public lands which leads to water contamination and irreparable harm to wildlife habitats.

The funding available from the Conservancy is restricted to public purposes, and not available for private benefit. Our grant proposal cannot be submitted on land the City does not own; thus, the purpose of this letter is to initiate discussions with you on the disposition of this property, and to understand your willingness to convey the property to the City to allow it to be held as public open space for the purposes of remediating and protecting it as a recreational and educational resource. Alternatively, if you are not interested in conveying the property to the City, the City requests an understanding of a time frame for your initiation of the required remediation of the property.

I would appreciate the benefit of a reply; time is of the essence in that the Conservancy is soon accepting proposals, and we stand ready to submit our proposal which benefits your property as well as water quality and wildlife habitat in that area. In order to convey the property to the City, I would request a letter of intent from you to donate the property to the City for the purposes as explained in this letter. If you have any questions, please feel free to contact me at (760) 322-8380, or by e-mail at Marcus.Fuller@palmspringsca.gov.

Sincerely,



Marcus L. Fuller, MPA, PE, PLS
Assistant City Manager/City Engineer

EXHIBIT B

RECORDING REQUESTED BY
City of Palm Springs

WHEN RECORDED RETURN TO:

City Clerk
CITY OF PALM SPRINGS
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Exempt from recording fees under Government Code §6103

GRANT DEED

APN: 635-060-011

This transfer is exempt from Documentary Transfer Tax pursuant to Revenue & Taxation Code § 11922.

THE UNDERSIGNED OWNER DECLARES:

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Aeneas Valley Ranch, LLC, a Washington limited liability company, ("Grantor"),

hereby GRANTS to:

CITY OF PALM SPRINGS, a California charter city and municipal corporation ("Grantee"),

All rights, title, and interests to the real property in the County of Riverside, State of California, legally described on Exhibit 1 attached hereto, being incorporated herein by this reference.

Grantor:

Aeneas Valley Ranch, LLC, a Washington limited liability company

By: Cascade Ranches, Inc., a Washington corporation
Its: Managing Member

By: 
Signature

By: James. S. Platt, President
Printed Name/Title

ACKNOWLEDGEMENT

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

STATE OF Washington)
~~CALIFORNIA~~) ss.
COUNTY OF King)

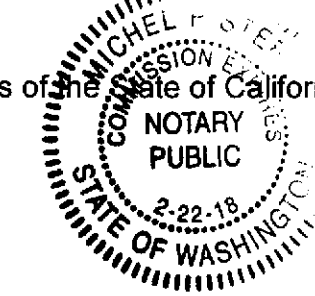
On 4/28/2016, before me, Michel P Stern, Notary Public, personally appeared Jamer S. Platt, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Michel P Stern
Signature

My Commission Expires: 2/22/2016



This area for official notarial seal

Exhibit "1" to the Grant Deed

LEGAL DESCRIPTION OF THE PROPERTY

The land referred to herein is situated in the City of Palm Springs, County of Riverside, State of California, more particularly described as follows:

The East One-Half (E $\frac{1}{2}$) of the East One-Half (E $\frac{1}{2}$) of the Southeast One-Quarter (SE $\frac{1}{4}$) of Section 17, Township 6 South, Range 5 East, San Bernardino Base and Meridian, in the County of Riverside, State of California, according to the United States Government Survey.

The real property described herein is also identified by APN 635-060-011.

ATTACHMENT 7

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS CALIFORNIA, ACCEPTING THE DONATION OF 40 ACRES OF VACANT REAL PROPERTY FROM AENEAS VALLEY RANCH, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, FOR THE PROPERTY IDENTIFIED BY ASSESSOR PARCEL NUMBER (APN) 635-060-011

WHEREAS, Aeneas Valley Ranch, LLC, a Washington limited liability company, (the "Owner"), desires to donate real property consisting of 40 acres of vacant land located in the City of Palm Springs, identified by Assessor's Parcel Number (APN) 635-060-011, (the "Property"), to the City of Palm Springs; and

WHEREAS, the Owner has provided to the City a fair market appraisal of the valuation of the Property, identifying a fair market value of \$200,000 for the Property, and the Owner has agreed to donate the Property as a gift to the City; and

WHEREAS, pursuant to California Government Code Section 37354, the City Council may acquire real property by gift, bequest or devise made to or for the City, or to or for any of its officers in their official capacity or in trust for any public purpose; and

WHEREAS, the City Council of the City of Palm Springs desires to accept the Property, with a stated fair market value of \$200,000, as part of a remediation project funded in part by the Coachella Valley Mountains Conservancy, and to accept the Property at such time as the City secures 100% of all costs for the remediation project from grant funding or third party resources.

THE CITY COUNCIL OF THE CITY OF PALM SPRINGS DOES HEREBY RESOLVE AS FOLLOWS:

Section 1: The above recitals are all true and correct.

Section 2: The City Council of the City of Palm Springs, in accordance with California Government Code Section 37354, hereby accepts the offer of donation from Aeneas Valley Ranch, LLC, a Washington limited liability company, of real property consisting of 40 acres of vacant land located in the City of Palm Springs, identified by Assessor's Parcel Number (APN) 635-060-011, subject to the City securing 100% of all costs for the remediation project from grant funding awarded by the Coachella Valley Mountains Conservancy, or through third party resources committed to complete the remediation project.

Resolution No.

Page 2

Section 3: The City Manager is hereby authorized to enter into any agreements necessary to acquire the donated real property, and to approve payments of associated escrow and title fees associated with the real property acquisition by donation from Aeneas Valley Ranch, LLC, a Washington limited liability company.

Section 4: The City Clerk is hereby authorized to prepare and execute a Certificate of Acceptance on behalf of the City Council to be attached to and recorded with any Grant Deed or Quitclaim Deed associated with the real property acquisition by donation from Aeneas Valley Ranch, LLC, a Washington limited liability company.

Section 5: The City Council of the City of Palm Springs hereby acknowledges that the City has accepted the donation of real property from Aeneas Valley Ranch, LLC, a Washington limited liability company, with a stated fair market value of \$200,000.

ADOPTED this 6th day of July, 2016.

David H. Ready, City Manager

ATTEST:

James Thompson, City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF PALM SPRINGS)

I, JAMES THOMPSON, City Clerk of the City of Palm Springs, hereby certify that Resolution No. ____ is a full, true and correct copy, and was duly adopted at a regular meeting of the City Council of the City of Palm Springs on July 6, 2016, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

James Thompson, City Clerk
City of Palm Springs, California