

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.16
(ID # 21512)

MEETING DATE:

Tuesday, August 29, 2023

FROM : FACILITIES MANAGEMENT:

SUBJECT: FACILITIES MANAGEMENT- REAL ESTATE (FM-RE): Ratification and Approval of the Telecommunications License with Comtronix Communication Inc. for the Mount Edna Communication Site, Eight-Year License, California Environmental Quality Act (CEQA) Exempt pursuant to State CEQA Guidelines Sections 15301 and 15061(b)(3); District 5. [Total Cost: \$155,222.00 - 100% County EMD General Fund 10000] (Clerk to File Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guideline Section 15301, Class 1 – Existing Facilities Exemption and Section 15061 (b)(3), “Common Sense” Exemption;
2. Ratify and approve the attached Telecommunications License with Comtronix Communication Inc., and authorize the Chair of the Board to execute the same on behalf of the County;
3. Authorize the Director of Facilities Management, or designee, to execute any other documents and administer all actions necessary to complete this transaction; and
4. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) working days of approval by the Board.

ACTION:


Rose Salgado, Director of Facilities Management 7/12/2023


Bruce Barton, EMD Director 8/7/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Perez, Washington, and Gutierrez
Nays: None
Absent: None
Date: August 29, 2023
xc: FM-RE, Recorder

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$16,251	\$17,063	\$155,222	\$
NET COUNTY COST	\$16,251	\$17,063	\$155,222	\$
SOURCE OF FUNDS: 100% General Fund			Budget Adjustment: No	
			For Fiscal Year: 23/24 – 30/31	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On October 24, 2013, the County of Riverside (County) approved a License with Comtronix Communications Inc., located at the Mount Edna Communication Site in Banning, Assessor's Parcel Number 544-220-014.

The License is currently expired. Facilities Management Real Estate (FM-RE) negotiated an updated Telecommunications License to ratify the amount of rent and payment date of rent. The monthly rent payment shall remain the same as it currently is, with a yearly escalation of five (5%) percent.

Pursuant to the California Environmental Quality Act (CEQA), the License was reviewed and determined to be categorically exempt from State CEQA Guidelines Section 15301, Class 1 - Existing Facilities Exemption and Section 15061(b)(3), "Common Sense" Exemption, as discussed in greater detail in the attached Notice of Exemption. The proposed project, the License, is the letting of property involving existing facilities.

FM-RE negotiated the terms of the attached License as summarized below.

- Lessor: Comtronix Communications Inc.
- Lessee: County of Riverside
- Term: Eight (8) years, Commencing June 1, 2023
- Options: Two Automatic (2) options, One (1) year each
- Rent: \$1,260.00 per month
- Rent Adjustment: 5% every January 1st.

This Revenue License has been reviewed and approved by County Counsel as to legal form.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

Impact on Residents and Businesses

This communication site will continue to provide the needed communication services that the County depends on to serve the local community and including residents and businesses.

Additional Fiscal Information

See attached Exhibits A, B, C. The County of Riverside Emergency Management Department will budget these costs in FY 23/24 through 30/31

SUPPLEMENTAL


Attachments:

- License
- Form 11 Exhibits
- Notice of Exemption
- Aerial



Aaron Gettis, Deputy County Counsel 8/8/2023

County of Riverside
Facilities Management
3450 14th Street, Second Floor, Riverside, CA

FOR COUNTY CLERK USE ONLY		
FILED / POSTED		
County of Riverside Peter Aldana Assessor-County Clerk-Recorder		
E-202300901 08/29/2023 12:05 PM Fee: \$ 50.00 Page 1 of 2		
Removed:	By:	Deputy
		

NOTICE OF EXEMPTION

March 28, 2023

Project Name: Telecommunications Site Lease Agreement with Comtronix Communication INC., Mount Edna Road, south of Banning

Project Number: FM042130002600

Project Location: southside of Mount Edna Road, approximately 800 feet east of State Route 243, south of Banning, California, Assessor's Parcel Number (APN): 544-220-014

Description of Project: The County of Riverside previously approved a Communications Site Agreement with Comtronix Communicates, Inc. on October 24, 2013. The site is known as the Mount Edna Communications Site and is located on the south side of Mount Edna Road approximately 800 feet east of State Route 243, identified by APN 544-220-014.

The previous Agreement expired on March 31, 2016. The Facilities Management Real Estate Division (FM-RE) negotiated an updated Telecommunications Lease Agreement (Lease) to ratify the amount of rent and payment date of rent, which will be for an eight-year term with two options to extend for one year each. No other changes would occur. The Lease is identified as the proposed project under the California Environmental Quality Act (CEQA). No expansion of the existing facility will occur. The operation of the facility will continue to serve as a County-owned property that provides communication services. The Lease will not result in an increase in capacity or the intensity of the use of the site. No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: Riverside County

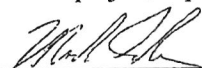
Name of Person or Agency Carrying Out Project: Riverside County Facilities Management

Exempt Status: State California Environmental Quality Act (CEQA) Guidelines, Section 15301 Existing Facilities Exemption, and Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Articles 5 and 19, Sections 15061, and 15301.

Reasons Why Project is Exempt: The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project involve unusual circumstances that could potentially have a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the Lease.

- **Section 15301 – Class 1 Existing Facilities Exemption:** This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site’s use. The project, as proposed, is limited to a new Telecommunications Lease Agreement to provide communication services at an existing facility. The provision of these services would not result in a change in the ongoing use, operation, and maintenance of the facility. No expansion of public services would be required to accommodate the leased area or resulting communication equipment. Therefore, the project is exempt as the project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or ‘it can be seen with certainty that the activity in question will not have a significant effect on the environment’, no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The proposed Lease which will result in continued use of the site as a communications will be substantially similar to the existing use and will not create any new environmental impacts to the surrounding area. No impacts beyond the ongoing, existing use of the site would occur. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Therefore, the County of Riverside Facilities Management hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed:  Date: 3-28-2023
Mike Sullivan, Senior Environmental Planner
County of Riverside, Facilities Management

1 **SITE LICENSE**

2
3 This License is made by and between **Comtronix Communication Inc.**, a California
4 corporation (hereinafter "Licensor"), and the **COUNTY OF RIVERSIDE**, a political subdivision
5 of the State of California (hereinafter "Licensee"). Licensor and Licensee may be referred to
6 hereinafter as "the Parties"

7 **RECITALS**

8 A. Licensor owns or has legal control of that certain real property (hereinafter the
9 "Property") situated on Mt. Edna Road in an unincorporated area of the County of Riverside,
10 State of California, identified as Assessor Parcel Number 544-220-014, as described and
11 depicted on Exhibit A, attached hereto and incorporated herein.

12 B. Licensor desires to license a portion of the Property to Licensee that is currently
13 occupied by County of Riverside under a prior lease between the Parties dated May19, 2014,
14 and has the legal authority to do so.

15 C. Licensee desires to license such portion of the Property from Licensor for the
16 purpose of installing, operating, and maintaining a communications tower and related
17 electronic facilities and equipment.

18 NOW, THEREFORE, the parties agree as follows:

19 1. Recitals. The Recitals set forth hereinabove are an integral part of this License
20 and they are therefore, incorporated herein by this reference thereto.

21 2. Premises. Licensor hereby licenses to Licensee rack space inside a building
22 located on the Property to install certain equipment as indicated on Exhibit B, attached hereto
23 and incorporated herein (hereinafter called the "Premises").

24 3. Term. The term of this License shall be for a period of eight (8) years,
25 commencing on June 1, 2023 and expiring May 31, 2031.

26 4. Option(s) to Extend. Licensee shall have two (2) one (1) year options to extend
27 (each a "Renewal Term"). The Renewal Terms shall be on the same terms and conditions as
28 set forth herein. This Agreement shall automatically be extended for the Renewal Terms

1 unless LICENSOR notifies LICENSEE in writing of LICENSOR'S intention not to extend this
2 License at least thirty (30) days prior to the expiration of the Term or then-current Renewal
3 Term.

4 5. Holding Over. Any holding over by LICENSEE after the termination or expiration of
5 this Agreement, without exercising an option to extend, shall constitute a month-to-month
6 occupancy, and all other terms and conditions of this Agreement shall remain in full force and
7 effect.

8 6. Rent. Licensee shall pay the Rent outlined in Exhibit C. Rent shall be due and
9 payable in advance on the first day of each calendar month during the term of this License.
10 Rent is based on the equipment schedule attached hereto as Exhibit B and shall be adjusted
11 upward or downward in the event of addition or removal of items shown on the schedule.

12 7. Use. The Premises shall be used by Licensee for the purpose of operating
13 electronic communication devices by the Emergency Management Department. Licensee
14 shall have non-exclusive possession of the Premises together with appropriate access to the
15 Premises.

16 8. Utility Charges. Licensor shall pay, or cause to be paid, all charges for power,
17 heat, air-conditioning, or other services used, rented or supplied to Licensee in connection
18 with its use of the Premises.

19 9. Acceptance of Premises. Licensee accepts the Premises "as is" and
20 acknowledges that Licensor has made no representation whatever concerning the fitness of
21 the Premises for the use intended by Licensee.

22 10. Improvements by Licensee. Any alterations, improvements or installation of
23 fixtures to be undertaken by Licensee shall have the prior written consent of Licensor, after
24 Licensee has submitted plans for any such proposed alterations, improvements or fixtures to
25 Licensor in writing. Such consent shall not be unreasonably withheld by Licensor. All
26 alterations and improvements made, and fixtures installed by Licensee shall remain
27 Licensee's property and may be removed by Licensee at or prior to the expiration of this
28

1 License; provided, however, that such removal does not cause injury or damage to the
2 Premises, or in the event it does, the Premises shall be restored.

3 11. Insurance. During the term of this License, Licensee, at its sole cost and
4 expenses, shall procure and maintain, or cause its affiliates to procure and maintain, in full
5 force and effect comprehensive general liability insurance coverage with limits of not less
6 than One Million Dollars for injury to or death of any one person in any one occurrence,
7 Three Million Dollars for injury to or death of two or more persons in any one occurrence and
8 One Hundred Thousand Dollars for injury or damage to property insuring against liability
9 arising out of Licensee's use or occupancy of the Premises, any easement, or the Property.
10 Such policy or policies of insurance shall name Licensor as an additional insured and shall
11 provide for at least thirty days prior written notice of cancellation. During the term of this
12 License, Licensee, at its sole cost and expense, shall procure and maintain, or shall cause its
13 affiliates to procure and maintain, in full force and effect insurance insuring the facilities,
14 equipment and structures of the Licensee installed on the Premises for their reasonable
15 replacement value against damage or loss by fire and other casualties generally covered by
16 the broad form of casualty coverage, subject to such deductibles as Licensee or its affiliates
17 shall reasonably determine appropriate. If reasonably available to Licensee, such insurance
18 shall waive any right of subrogation against Licensor. During the term of this License, the
19 Licensee, at its sole cost and expense, shall procure and maintain, or shall cause its affiliates
20 to procure and maintain, worker's compensation and employer's liability insurance as
21 required by the laws of the State of California. Licensee shall provide Licensor with a
22 certificate or certificates of insurance evidencing the insurance required by this paragraph on
23 or before the commencement date and promptly following the renewal or replacement of
24 such coverage. At Licensee's option, Licensee may self-insure for all insurance coverage
25 provided in this paragraph.

26 12. Hold Harmless. Each party agrees to indemnify, defend and hold the other party,
27 its officers, directors, employees, contractors and agents harmless from and against any
28 loss, liability, claim, damage or expense (including attorneys' fees) arising from or in any

1 manner related to the use or occupancy of the Premises or the access thereto, to the extent
2 such loss, liability, claim, damage or expense is caused by the acts or omissions of the
3 indemnifying party, its employees, contractors or agents.

4 13. Option To Terminate. Licensee shall have the option to terminate this License if
5 the Premises are destroyed or damaged to the extent that they cannot be repaired, or with
6 sixty (60) days written notice at any time during the term of this License or any extension of
7 this License.

8 14. Interference. Licensee shall operate the Premises in compliance with all Federal
9 Communications Commission (FCC) requirements and in a manner that will not cause
10 interference to Licensor or other Lessees or licensees of the Property, provided that any such
11 installations predate that of Licensee. Subsequent to the installation of Licensee's facilities,
12 Licensor will not, and will not permit its Lessees or licensees to, install new equipment on or
13 make any alterations to the Premises or the property contiguous thereto owned or controlled
14 by Licensor, if such modifications are likely to cause interference with Licensee's operations.
15 In the event interference occurs Licensor agrees to use best efforts to eliminate such
16 interference within a reasonable time period. Licensor's failure to comply with this paragraph
17 shall be material breach of this License.

18 15. Taxes. If personal property taxes are assessed, Licensee shall pay any portion of
19 such taxes directly attributable to Licensee's facilities. Licensor shall pay all real property
20 taxes, assessments and deferred taxes on the Property.

21 16. Notices. Any notices required or desired to be served by either party upon the
22 other shall be addressed to the respective parties as set forth below or to such other
23 addresses as from time to time shall be designated by the respective parties:

24 **Licensee:**

25 County of Riverside
26 Facilities Management
27 Real Estate Division
28 3450 14th Street, Suite 200

Licensor:

Fred Parker
Comtronix Communications Inc.,
42327 Rio Nedo, Suite A
Temecula, California 92590

1 Riverside, California 92501
2 Attention: Deputy Director of Real Estate
3 Telephone: (951) 955-4820
4 Other Inquiries: FM-Leasing @rivco.org

5 17. Quiet Enjoyment. Licensor covenants that Licensee shall at all times during the
6 term of this License peaceably and quietly have, hold and enjoy the use of the Premises so
7 long as Licensee shall fully and faithfully perform the terms and conditions that it is required
8 to perform under this License.

9 18. Binding on Successors. The terms and conditions herein contained shall apply to
10 and bind the heirs, successors in interest, executors, administrators, representatives and
11 assigns all of the parties hereto

12 19. Severability. The invalidity of any provision in this License as determined by a
13 court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

14 20. Venue. Any action at law or in equity brought by either of the parties hereto for the
15 purpose of enforcing a right or rights provided for by this License shall be tried in a court of
16 competent jurisdiction in the County of Riverside, State of California, and the parties hereto
17 waive all provision of law providing for a change of venue in such proceedings to any other
18 county.

19 21. Attorneys' Fees. In the event of any litigation or arbitration between Licensor and
20 Licensee to enforce any of the provisions of this License or any right of either party hereto,
21 the unsuccessful party to such litigation or arbitration agrees to pay to the successful party all
22 costs and expenses, including reasonable attorney's fees, incurred therein by the successful
23 party, all of which shall be included in and as a part of the judgment rendered in such
24 litigation or arbitration.

25 22. Licensee's Representative. Licensee hereby appoints the Director of Facilities
26 Management as its authorized representative to administer this License.

27 23. Entire License. This License is intended by the parties hereto as a final expression
28 of their understanding with respect to the subject matter hereof and as a complete and

1 exclusive statement of the terms and conditions thereof and supersedes any and all prior and
2 contemporaneous leases, agreements and understandings, oral or written, in connection
3 therewith. This License may be changed or modified only upon the written consent of the
4 parties hereto:

5
6 24. Mode of Execution. This Agreement may be executed in any number of
7 counterparts, each of which will be an original, but all of which together will constitute one
8 instrument.

9 25. Interpretation. The parties hereto have negotiated this License at arm's length and
10 with advice of their respective attorneys, and no provision contained herein shall be
11 construed against either party solely because it prepared this License in its executed form.

12 26. Counterparts. This Agreement may be executed in counterparts, each of which so
13 executed shall, irrespective of the date of its execution and delivery, be deemed an original,
14 and all such counterparts together shall constitute one and the same instrument.

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///


26 ///

27 ///

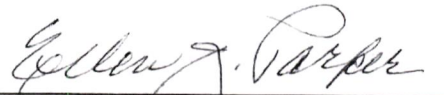
28 ///

1 Dated: 8/29/23

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

4 
5 By: _____
6 Kevin Jeffries, Chairman
Board of Supervisors

COMTRONIX COMMUNICATIONS INC.,
a California corporation

By: 

Ellen J. Parker

7
8 **ATTEST:**
9 Kimberly Rector
10 Clerk of the Board

11 By: 
12 _____
Deputy

13
14 **APPROVED AS TO FORM:**
15 Minh C. Tran
County Counsel

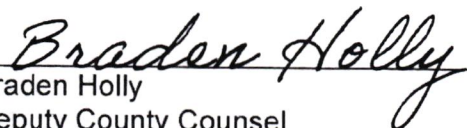
16
17 By: 
18 _____
Braden Holly
Deputy County Counsel

EXHIBIT "A"

Riverside, CA, 2005-2006 - 544-220-014, CA, Sheet: 1 of 1

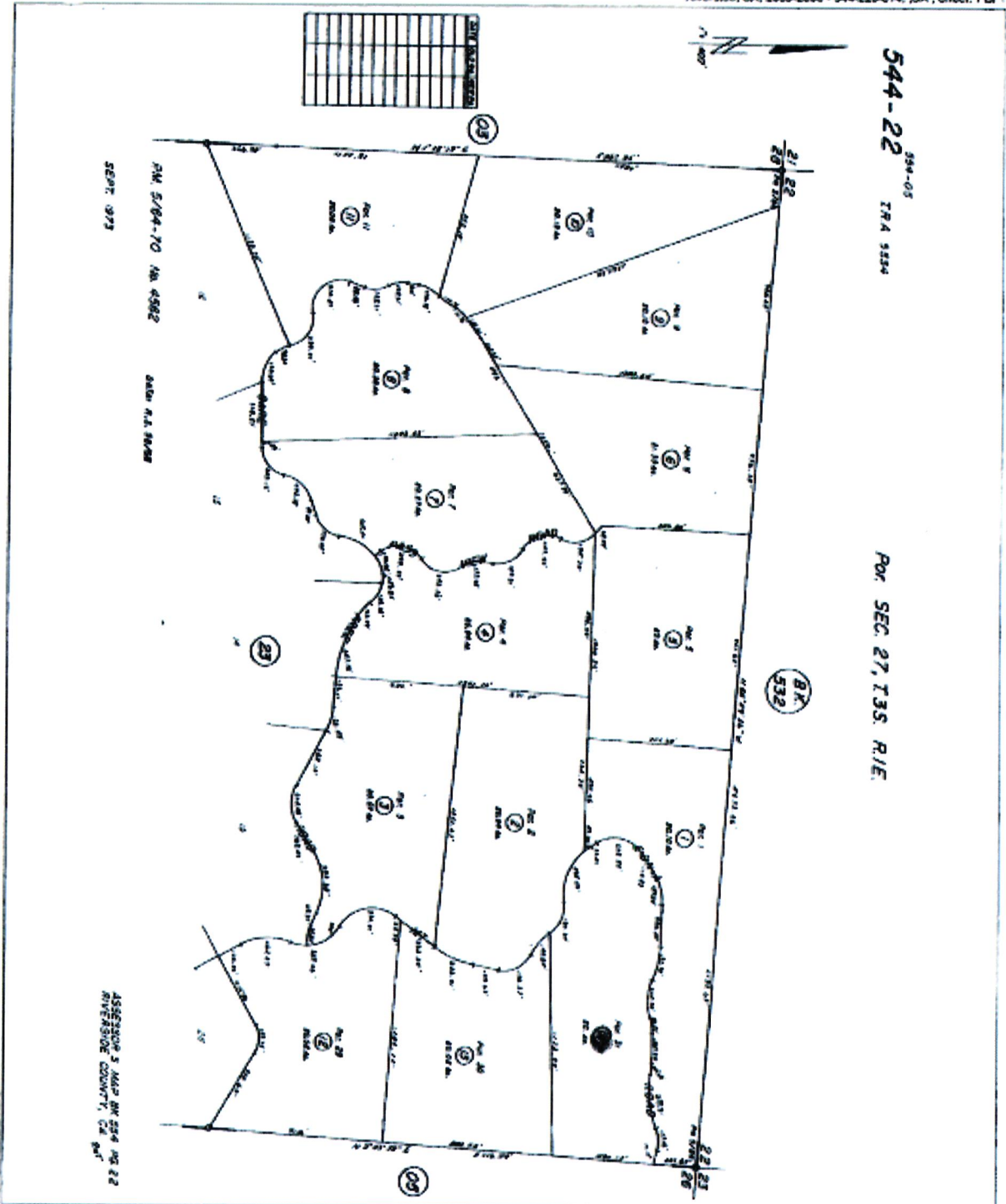


EXHIBIT "A"

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT "B"

Licensees Equipment

Designator	Radio Make	Radio Model	S/N	RX Freq	TX Freq
RACES VHF	Kenwood	TKR-750	90800929		

EXHIBIT "C"

Rent Schedule

TERM	MONTHLY AMOUNT
January 1, 2022, to Dec 31, 2022	\$1,200.00
January 1, 2023, to Dec 31, 2023	\$1,260.00
January 1, 2024, to Dec 31, 2024	\$1,323.00
January 1, 2025, to Dec 31, 2025	\$1,389.15
January 1, 2026, to Dec 31, 2026	\$1,458.61
January 1, 2027, to Dec 31, 2027	\$1,531.54
January 1, 2028, to Dec 31, 2028	\$1,608.12
January 1, 2029, to Dec 31, 2029	\$1,688.53
January 1, 2030, to Dec 31, 2030	\$1,772.96
January 1, 2031, to Dec 31, 2031	\$1,861.61
January 1, 2032, to Dec 31, 2032	\$1,954.69

Exhibit A

FY2023/24

Mt Edna Telecommunication Site

ESTIMATED AMOUNTS

Approximate Cost Per Month (Jul - Dec)	\$1,260.00	
Approximate Cost Per Month (Jan - Jun)	\$1,323.00	
Total Lease Cost(Jul - Dec)		\$7,560.00
Total Lease Cost(Jan - Jun)		\$7,938.00
Total Estimated Lease Cost for FY2023/24		<u>\$15,498.00</u>
FM Lease Management Fee as of 06/01/2023	4.86%	<u>\$ 753.20</u>
TOTAL ESTIMATED COST FOR FY2023/24		<u>\$16,251.20</u>
TOTAL COUNTY COST	100%	\$ 16,251.20

Exhibit B

FY 2024/25

Mt Edna Telecommunication Site

ESTIMATED AMOUNTS

Approximate Cost Per Month (Jul - Dec)	\$1,323.00	
Approximate Cost Per Month (Jan - Jun)	\$1,389.15	
Total Lease Cost(Jul - Dec)		\$7,938.00
Total Lease Cost(Jan - Jun)		\$8,334.90

TOTAL ESTIMATED COST 2024/25 \$16,272.90

FM Lease Management Fee as of 06/01/2023 4.86% \$ 790.86

TOTAL ESTIMATED COST 2024/25 \$ 17,063.76

TOTAL COST TO COUNTY 100% **\$17,063.76**

Exhibit C

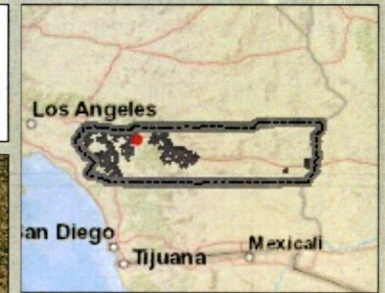
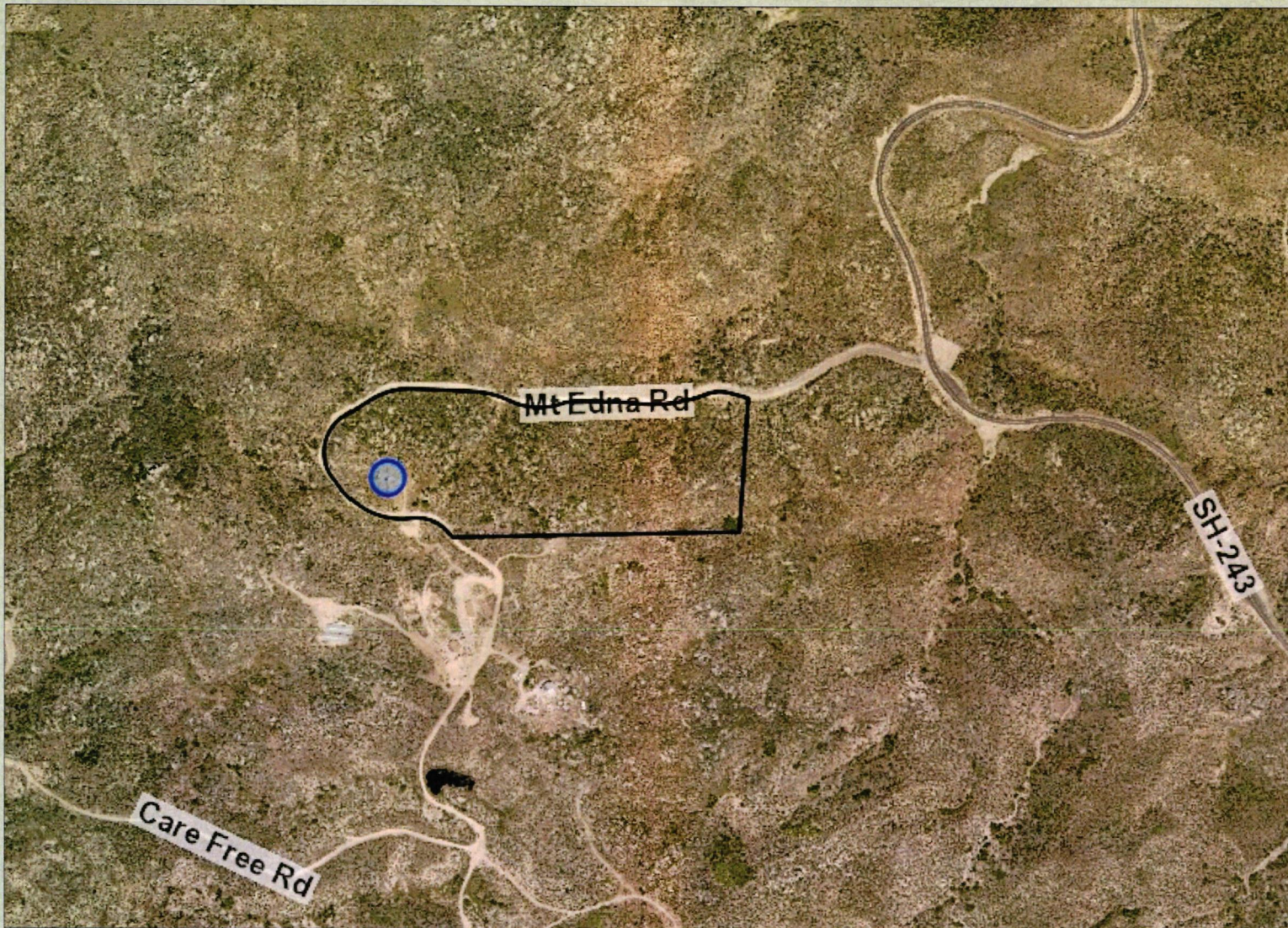
FY 2025/26 to 2030/31

ESTIMATED AMOUNTS

	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	FY 2029/30	FY 2030/31
Lease Cost per Month (Jul-Dec)	\$1,389.15	\$1,458.61	\$1,531.54	\$1,608.12	\$1,688.53	\$1,772.96
Lease Cost per Month (Jan-Jun)	\$1,458.61	\$1,531.54	\$1,608.12	\$1,688.53	\$1,772.96	\$1,861.61
Total Lease Cost(Jul - Dec)	\$ 8,334.90	\$ 8,751.66	\$ 9,189.24	\$ 9,648.72	\$ 10,131.18	\$ 10,637.76
Total Lease Cost(Jan - Jun)	\$ 8,751.66	\$ 9,189.24	\$ 9,648.72	\$ 10,131.18	\$ 10,637.76	\$ 11,169.66
Total Estimated Lease Cost for FY 2025/26 to 2030/31	\$ 17,086.56	\$ 17,940.90	\$ 18,837.96	\$ 19,779.90	\$ 20,768.94	\$ 21,807.42
Lease Management Fee as of 7/1/2022	4.86%	\$ 830.41	\$ 871.93	\$ 915.52	\$ 961.30	\$ 1,009.37
		\$ 1,059.84				
TOTAL ESTIMATED COST FOR FY 2025/26 to 2030/31		\$ 17,916.97	\$ 18,812.83	\$ 19,753.48	\$ 20,741.20	\$ 21,778.31
		\$ 22,867.26				
F11 Total Cost		\$ 155,185.02				
F11 Total County Cost		\$ 155,222.77				

Comtronix Communications Inc. At Mount Edna Road

Mount Edna Road, Banning CA 92220



Legend

County Centerline Names



IMPORTANT Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

0 752 1,505 Feet

REPORT PRINTED ON... 3/24/2023 2:06:09 PM

© Riverside County GIS

Notes

District 5
Parcel outlined in black
Blue circle showing location of
communication tower
APN Number:
544-220-014