AGENDA

CITY COUNCIL - REGULAR MEETING
CITY OF BANNING, CALIFORNIA

November 12, 2025
5:00 p.m.
In Chambers

Council Chambers
99 E. Ramsey Street
Banning, CA 92220

The following information comprises the agenda for the regular meeting of the Banning City Council, a joint meeting of the City Council and Banning Utility Authority, and the Banning City Council sitting in its capacity as the Banning Successor Agency Board.

This meeting is being held via Zoom so that members of the public may observe and participate in this meeting electronically. If you participate in this meeting via Zoom, you are agreeing to abide by the City's Zoom Community Standards for Public Meetings (provided in full on the last page of the agenda). *Esta reunión se lleva a cabo en la Cámara y a través de Video/Teleconferencia en Zoom para que los miembros del público puedan observar y participar en esta reunión de manera electrónica. Si elige participar en esta reunión a través de Zoom, acepta cumplir con los Estándares comunitarios de Zoom para reuniones públicas de la ciudad (que se proporcionan en su totalidad en la última página de la agenda).*

To observe and participate in the online video portion of the meeting through your personal computer or device, follow this link:
https://us02web.zoom.us/j/83836126171?pwd=h6YlSBwPJEjVDiEbPc1H8AMIoBIPi2.1

Dial in: +1 669 900 9128

Meeting ID: 838 3612 6171
Password: 605138

Per the City of Banning Manual of Procedural Guidelines, matters taken up by the Council before 10 p.m. may be concluded, but no new matters shall be taken up except upon a majority vote of the council members present and voting. Such an extension shall only be valid for one hour and each hour thereafter shall require a renewed action for the meeting to continue.

1. CALL TO ORDER

1.1 **INVOCATION**

Performed by Pastor David Kieffer of Our Savior's Lutheran Church

1.2 **PLEDGE OF ALLEGIANCE**

1.3 **ROLL CALL**

2. AGENDA APPROVAL

2.1 **AGENDA APPROVAL**

3. PRESENTATIONS

3.1 Recycling All-Stars Awards
Recommendation: No action required, awards presentation.

3.2 Retirement Recognition of Public Works Superintendent Carl Szoyka
Recommendation: Recognition for the retirement of Public Works Superintendent Carl Szoyka for nearly 38 years of service with the City of Banning.

3.3 Proclamation Honoring Mrs. Alice Louise Feldt Mandelke
Recommendation: Proclaim Wednesday, November 12, 2025 as a day to honor Mrs. Alice Louise Feldt Mandelke.

4. REPORT ON CLOSED SESSION

John Pinkney, Interim City Attorney

5. PUBLIC COMMENTS, CORRESPONDENCE, APPOINTMENTS, AND REPORTS

5.1 **PUBLIC COMMENTS**

5.2 **CORRESPONDENCE**

5.3 **APPOINTMENTS**

5.4 **CITY COUNCIL COMMITTEE REPORTS**

5.5 **CITY TREASURER'S REPORT**

5.6 **CITY MANAGER'S REPORT**

5.7 **CITY ATTORNEY'S REPORT**

6. CONSENT ITEMS

The following items have been recommended for approval and will be acted upon simultaneously, unless a member of the City Council/Banning Utility Authority/Successor Agency Board wishes to remove an item for separate consideration.

6.1 Consideration and Approval of the meeting minutes of the April 8, April 18 and October 28, 2025, City Council meetings.
Recommendation: Approve the meeting minutes of the April 8, April 18 and October 28, 2025, City Council meetings.

6.2 Receive and File Fire Protective Services Statistics for the Month of October 2025.
Recommendation: Receive and file.

6.3 Receive and File Code Enforcement Statistics for the Month of October 2025
Recommendation: Receive and file.

6.4 Receive and File Police Department Statistics for the Month of October 2025.
Recommendation: Receive and file.

6.5 Receive and File Animal Control Statistics for the Month of October 2025.
Recommendation: Receive and file.

6.6 Parks and Recreation Report of Monthly Activities through the 1st Quarter of Fiscal Year

2025/2026 - September 2025
Recommendation: Receive and file.

6.7 Community Cleanup and Compost Giveaway Event Update
Recommendation: Receive and file.

6.8 Issuance of "Tier II Public Notice" due to Exceedance of Hexavalent Chromium Maximum Containment Level.
Recommendation: Receive and file.

6.9 Authorize the City Manager to sign the Notice of Completion for Project No. 2022-05, "Ramsey Street and Omar Street Intersection Improvements" as complete and direct the City Clerk to record the Notice of Completion.
Recommendation: Authorize execution of the Notice of Completion.

6.10 Consideration of Ordinance 1613, Adopting Amendments to the Banning Municipal Code, Chapters 8 and 15, to Incorporate the 2025 California Building Standards Codes with Local Amendments and the 2025 California Fire Code with Local Amendments **Recommendation:** Adopt Ordinance 1613

6.11 Accept an Easement from Tri Pointe Homes for Electric Utility Purposes on Accessor's Tract Map No. 37389-3 PA 29 within the Atwell Development for the Maintenance of the City-Owned Electric Distribution System
Recommendation: Accept an easement from Tri Pointe Homes for electric utility purposes for Tract Map No. 37389-3 PA 29 within the Atwell development.

6.12 Consideration of Resolution 2025-147, Approving Amendment No. 1 in the Amount of $20,000 for a Total Agreement Amount of $45,000 with Pioneer Americas a Olin Corporation of Atlanta, Georgia for the Purchase of 12.5% Sodium Hypochlorite and Approving an Annual Agreement in the Amount of $45,000 per year for a Total of Five Years **Recommendation:** Adopt Resolution 2025-147

6.13 Consideration of Resolution 2025-155, Amending the Classification and Compensation Plan Related to two Title Changes
Recommendation: Adopt Resolution 2025-155.

6.14 Consideration of Resolution 2025-157, Granting of a Non-Exclusive Easement to Rancho San Gorgonio, LLC on Westward Avenue between Scott Street and the Eastern City Limit for Access, Ingress, Egress, and Maintenance Purposes
Recommendation: Adopt Resolution 2025-157

6.15 Consideration of Resolution 2025 -158, Approving the First Amendment to the Master Services Agreement (MSA) with Itron, Inc. (Itron) for Software-as-a- Service (SaaS) Agreement for OWCE (Open Way Collection Engine) and ISM (Itron Security Manager).
Recommendation: Adopt Resolution 2025-158

6.16 Consideration of Resolution 2025-159, Receipt of a One-time Transfer of Funds from the Clean Fuel Reward (CFR) Program
Recommendation: Adopt Resolution 2025-159

6.17 Consideration of Resolution 2025-160, Approving a New Purchase Order for GARDA CL West, Inc. to Use During Fiscal Year 2025/2026 and Fiscal Year 2026/2027 for an Amount Not to Exceed $35,000 per year
Recommendation: Adopt Resolution 2025-160

6.18 Consideration of Resolution 2025-161, Awarding a Professional Services Agreement for the

Financial and Financial Forecasting Services to Urban Futures, Inc.
Recommendation: Adopt Resolution 2025-161

6.19 Consideration of Resolution 2025-162, Approving the Professional Services Agreement with Richard Heath & Associates, Inc. for Solar Photovoltaic and Energy Assessment Services
Recommendation: Adopt of Resolution 2025-162

7. PUBLIC HEARINGS

7.1 Consideration of Resolution 2025-156, Adopting the Comprehensive User Fee Study Report Prepared by Matrix Consulting Group and Dated October 2025 and the Adoption of an Updated Master User Fee Schedule for the following City Departments and Fee Groups; Electric Utility, Engineering; Film Permits; Finance; Fire; Parks and Recreation; Planning; Building; Police; Utility Billing; Water & Wastewater; Development Services Surcharges **Recommendation:** Adopt Resolution 2025-156

8. REPORTS OF OFFICERS

9. DISCUSSION ITEMS

9.1 Western Regional Council of Governments (WRCOG) Vehicle Miles Driven (VMT) Mitigation Program Overview
Recommendation: Provide guidance to staff

10. ANNOUNCEMENTS FROM CITY COUNCIL MEMBERS

11. ITEMS FOR FUTURE AGENDAS

11.1 **NEW ITEMS**
1. Update Ordinance 1603 (Flynn) October 2025

11.2 **EXISTING ITEMS**
1. Animal Control Facility Assessment (Flynn) January 2025
2. Emergency Preparedness (Barrington) January 2025
3. Contractor(s) to do Citywide Cleanup (Flynn) May 2025
4. Review and Update Council travel Policy (Flynn) May 2025
5. Streamline Procurement Policy (Flynn) August 2025
6. Community Garden, Sun Lakes (Flynn) September 2025

12. ADJOURNMENT

Next Regular Meeting – December 9, 2025

Zoom Community Standards for Public Meetings

By participating in this meeting on Zoom, you are agreeing to abide by the City of Banning's Community Standards for Public Meetings. Zoom attendees that fail to adhere to these standards may be removed from the meeting room.

- Your microphone must remain on mute, and you may only unmute your microphone when/if you are recognized by the Mayor.
- Your camera must be turned off unless/until you are recognized by the Mayor.
- To indicate a desire to make Public Comment, you must use the Raise Hand function. The Mayor will not recognize those who have not used the Raise Hand function.
- Public Comment from Zoom attendees will immediately follow in-person comment from members of the

public in Council Chambers.
- If you fail to adhere to these community guidelines, **you may be removed** for disrupting the meeting occurring in Council Chambers. You may rejoin the meeting but may be removed for each violation of these community standards.
- The chat function will be disabled for all City Council meetings on Zoom.

Estándares comunitarios de Zoom para Reuniones Públicas

Al participar en esta reunión en Zoom, usted acepta cumplir con los Estándares Comunitarios para Reuniones Públicas de la ciudad de Banning. Los que atienden por Zoom que no cumplan con estos estándares pueden ser retirados de la sala de reuniones.

- Su micrófono debe permanecer en silencio, y solo puede reactivar su micrófono cuando / si es reconocido por el alcalde.
- Su cámara debe estar apagada a menos que sea reconocido por el alcalde.
- Para indicar el deseo de hacer un Comentario Público, debe utilizar la función Levantar la mano. El alcalde no reconocerá a quienes no hayan utilizado la función Levantar la mano.
- Los comentarios públicos de lo que atienden por Zoom seguirán inmediatamente los comentarios en persona de los miembros del público en las Cámaras del Consejo.
- Si no cumple con estas pautas de la comunidad, es posible que lo destituyan por interrumpir la reunión que tiene lugar en las Cámaras del Consejo. Puede volver a unirse a la reunión, pero es posible que lo eliminen por cada violación de estos estándares de la comunidad.
- La función de chat estará deshabilitada para todas las Reuniones del Ayuntamiento en Zoom.

AFFIDAVIT • DECLARACIÓN JURADA

IT IS HEREBY CERTIFIED under the laws of the State of California that the above agenda was posted on the City's website (www.banningca.gov) as well as the Bulletin Board at Banning City Hall, located at 99 E Ramsey Street, Banning, CA 92220, at least 72 hours in advance of the meeting.

Vickie Sellers, Elected City Clerk
Secretaria Municipal Electa

PUBLIC NOTICE • NOTICIA PÚBLICA

Meeting Agendas and Notices

Interested in receiving email and/or text notifications of upcoming City Council meetings? Sign up for meeting notifications through the City's website. Pursuant to amended Government Code §54957.5(b), staff reports and other public records related to open session agenda items are available on the City's website (www.banningca.gov/).

Public Comment

Agenda Items

Any member of the public may address this meeting of the City Council on any item appearing on the agenda. A five-minute limitation shall apply to each member of the public and no member of the public shall be permitted to share their time with any other person.

Non-Agenda Items

Any member of the public may address this meeting of the City Council on any item which does not appear on the regular meeting agenda but is of interest to the general public and is an item upon which the City Council may act. A three-minute limitation shall apply to each member of the public and no member shall be permitted to share their time with any other person. No action shall be taken, nor discussion held by the City Council, on any item which does not appear on the agenda, unless the action is otherwise authorized in accordance with the provisions of subdivision (b) of §54954.2 of the Government Code.

Special Assistance/Accessibility Requests

In compliance with the Americans with Disabilities Act, any member of the public may request that the agenda and agenda packet be mailed to them. If you need special assistance to participate in this meeting (such as translation services), please contact the City Clerk's Office. Advanced notification of at least 48 hours prior to the meeting will allow the city to make arrangements to ensure your accessibility.

¿Necesita servicios de traducción para participar? Contacto Oficina del Secretario de la Ciudad.

CONTACT • CONTACTO

City Clerk's Office | 951-922-3102 | CityClerks@banningca.gov
99 East Ramsey Street, Banning, California 92220

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Holly Stuart, Public Works Program Manager** **Arturo Vela, Director of Public Works / Interim City Manager**
MEETING DATE:	**November 12, 2025**
SUBJECT:	**Recycling All-Stars Awards**

RECOMMENDATION:

No action required, awards presentation.

BACKGROUND:

City staff along with its partner, Waste Management, would like to take this opportunity to recognize and showcase community members in both residential and commercial sectors for their contributions to the recycling industry and waste reduction efforts.

JUSTIFICATION:

Per the franchise agreement for collection services, the City's hauler, Waste Management, shall identify a member from both the residential and commercial sectors for their extraordinary efforts in participating in recycling programs and provide recognition at the City Council meeting during the month of November.

FISCAL IMPACT:

No impact.

ALTERNATIVES:

No Alternatives.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Certificate of Recognition - Waste Management Recycling All Stars 2025.pdf

City of Banning

Certificate of Recognition

PRESENTED TO

Guadalupe Vega

The City Council of the City of Banning recognizes you for your exemplary recycling efforts as part of ***Waste Management's Recycling All Stars Program*** *by doing your part to* **Recycle Often and Recycle Right**.

RECYCLING ALL STARS

Presented on this 12th day of November, 2025

Sheri Flynn, Mayor

City of Banning

Certificate of Recognition

PRESENTED TO

Johnny Russo's Italian Kitchen

of Banning, California

The City Council of the City of Banning recognizes you for your exemplary recycling efforts as part of ***Waste Management's Recycling All Stars Program*** *by doing your part to* **Recycle Often and Recycle Right**.

RECYCLING ALL STARS

Presented on this 12th day of November, 2025

Sheri Flynn, Mayor

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Sandra Calderon, Acting Administrative City Clerk** **Nate Smith, Deputy Director of Public Works/City Engineer**
MEETING DATE:	**November 12, 2025**
SUBJECT:	**Retirement Recognition of Public Works Superintendent Carl Szoyka**

RECOMMENDATION:

Recognition for the retirement of Public Works Superintendent Carl Szoyka for nearly 38 years of service with the City of Banning.

BACKGROUND:

Carl Szoyka joined the City of Banning Streets department on June 4, 1987 as a maintenance worker on the sign and stripe crew, and grew in his career and was promoted to the Public Works Superintendent position.

JUSTIFICATION:

The Public Works Department wishes to acknowledge and thank Carl Szoyka for his decades of service to the City.

FISCAL IMPACT:

None

ALTERNATIVES:

None

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Certificate of Recognition - Carl Szoyka.docx

City of Banning

Certificate of Recognition

PRESENTED TO

Carl Szoyka

The City Council of the City of Banning wishes to recognize you for your extraordinary commitment to excellence in customer service over the past 38 years. We are proud to have had you on the City's staff team. Thanks for making the City of Banning a better place to live, work & play!

Presented on this 12th day of November 2025

Sheri Flynn, Mayor

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Sandra Calderon, Acting Administrative City Clerk**
MEETING DATE:	**November 12, 2025**
SUBJECT:	**Proclamation Honoring Mrs. Alice Louise Feldt Mandelke**

RECOMMENDATION:
Proclaim Wednesday, November 12, 2025 as a day to honor Mrs. Alice Louise Feldt Mandelke.

BACKGROUND:
Proclaim Wednesday, November 12, 2025 as a day to honor Mrs. Alice Louise Feldt Mandelke.

JUSTIFICATION:
N/A

FISCAL IMPACT:
None

ALTERNATIVES:
N/A

BUDGETED?:
No

CONTRACT/AGREEMENT:
No

ATTACHMENTS:
1. Proclamation_Alice Mandelke.pdf

CITY OF BANNING
OFFICE OF THE MAYOR
Proclamation

WHEREAS, *the City of Banning recognizes Mrs. Alice Louise Feldt Mandelke on the Occasion of Her 100th Birthday and In Recognition of Her Lifelong Residency in the City of Banning; and*

WHEREAS, *Mrs. Alice Louise Feldt Mandelke began her residency in The City of Banning at the age of four in 1930, attending local schools and graduating from Banning High School; and*

WHEREAS, *Mrs. Alice Louise Feldt Mandelke, together with her late husband Edward Frank Mandelke, built their lives, raised four Children and owned businesses in the City of Banning; and*

WHEREAS, *Mrs. Alice Louise Feldt Mandelke has lived through and witnessed 96 years of Banning's growth and history; and*

WHEREAS, *on November 4, 2025, Mrs. Alice Louise Feldt Mandelke celebrated her 100th birthday. A remarkable milestone that reflects a lifetime of extraordinary accomplishments and service to her family, community, and city; and*

WHEREAS, *it is fitting that the City of Banning publicly acknowledge and commend Mrs. Alice Louise Feldt Mandelke for her remarkable accomplishments and celebrate this joyful occasion:*

NOW THEREFORE *I, Sheri Flynn, Mayor of the City of Banning, on behalf of the City Council, do hereby proclaim Wednesday, November 12, 2025, as*

A Day to Honor Mrs. Alice Louise Feldt Mandelke

BE IT PROCLAIMED *this 12th day of November, 2025.*

Sheri Flynn

Sheri Flynn, Mayor

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Sandra Calderon, Acting Administrative City Clerk**
MEETING DATE:	**November 12, 2025**
SUBJECT:	**Consideration and Approval of the meeting minutes of the April 8, April 18 and October 28, 2025, City Council meetings.**

RECOMMENDATION:

Approve the meeting minutes of the April 8, April 18 and October 28, 2025, City Council meetings.

BACKGROUND:

After every meeting, the City Clerk's Office prepares meeting minutes. The City Council reviews and approves these minutes either as presented or with modifications.

JUSTIFICATION:

These minutes have been prepared as summary minutes in accordance with City Council Resolution 2025-22 and Government Code Section 36814, 4801, and 54953 (c)(2).

FISCAL IMPACT:

None

ALTERNATIVES:

1. Approve as recommended.
2. Approve with modifications.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. 2025 04 08 _ City Council _ Closed Session _DRAFT.pdf
2. 2025 04 08 _ City Council _ Regular Meeting_DRAFT.pdf
3. 2025 04 18 _ City Council _ Workshop_DRAFT.pdf
4. 2025 10 28_ City Council_Closed Session_DRAFT.pdf
5. 2025 10 28_City Council_Workshop_DRAFT.pdf

MINUTES

CITY COUNCIL - SPECIAL MEETING (CLOSED SESSION)
CITY OF BANNING, CALIFORNIA

April 8, 2025
3:00 p.m.
In Chambers

Council Chambers
99 E. Ramsey Street
Banning, CA 92220

The following information comprises the minutes for the special meeting of the Banning City Council, a joint meeting of the City Council and Banning Utility Authority, and the Banning City Council sitting in its capacity as the Banning Successor Agency Board.

1. CALL TO ORDER – 3:00 PM

COUNCIL MEMBERS PRESENT:	Council Member Cynthia Barrington Mayor Sheri Flynn Council Member Leroy Miller Mayor Pro Tem Richard Royce Council Member Colleen Wallace
COUNCIL MEMBERS ABSENT:	None
OTHERS PRESENT:	John O. Pinkney, Interim City Attorney Robert Fisher, Interim City Manager Vickie Sellers, City Clerk Sandra Calderon, Acting Administrative City Clerk

TELECOMMUTING LOCATION
Council Member Miller will be participating remotely from the following location: Room 233, 816 N Atlantic Ave., Daytona Beach, Florida 32118. Members of the public are invited to participate remotely from this location

2. PUBLIC COMMENTS - ***Agenda Items Only***

None

3. CLOSED SESSION

John Pinkney, Interim City Attorney read closed session items.

3.1 **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – SIGNIFICANT EXPOSURE TO LITIGATION**
Pursuant to Government Code Section 54956.9(d)(2) and/or
(3) Two Potential Cases

3.2 **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION POTENTIAL INITIATION OF LITIGATION**
Pursuant to Government Code Section 54956.9(d)(4)

DRAFT

One Potential Case

3.3 **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Pursuant to Government Code Section 54957
Title: Interim City Attorney

3.4 **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**
Pursuant to Government Code Section 54956.9(d)(1)
Case: Sun Lakes Highland, LLC et. al. v. City of Banning et. al., U.S. Dist. Ct., Central Dist., Case No. 5:24-cv-02603-DTB

3.5 **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION** Pursuant to Government Code Section 54956.9(d)(1)
Case: Pass Action Group v. City of Banning et. al., Riv. Sup. Ct. Case No. CVRI2201482

3.6 **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION** Pursuant to Government Code Section 54956.9(d)(1)
Case: Estate of Fernando Guerrero Esparza v. City of Banning, Riv. Sup. Ct. Case No. CVRI2500593

4. ADJOURNMENT

Minutes prepared by: Amanda Morgan, Program Coordinator
Minutes reviewed and submitted by: Sandra Calderon, Acting Administrative City Clerk.

These minutes have been prepared as Summary Minutes in accordance with City Council Resolution 2025-22 and Government Code Sections 36814, 40801, and 54953(c)(2).

The entire discussion of this meeting may be viewed here:
https://banningca.granicus.com/player/clip/231?view_id=1&redirect=true

DRAFT

MINUTES

CITY COUNCIL - REGULAR MEETING
CITY OF BANNING, CALIFORNIA

April 8, 2025
5:00 p.m.
In Chambers

Council Chambers
99 E. Ramsey Street
Banning, CA 92220

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TELECOMMUTING LOCATION

Council Member Miller will be participating remotely from the following location: Room 233, 816 N Atlantic Ave., Daytona Beach, Florida 32118. Members of the public are invited to participate remotely from this location.

COUNCIL MEMBERS PRESENT:	Council Member Cynthia Barrington Mayor Sheri Flynn Council Member Leroy Miller Mayor Pro Tem Richard Royce Council Member Colleen Wallace
COUNCIL MEMBERS ABSENT:	None
OTHERS PRESENT:	John O. Pinkney, City Attorney Robert Fisher, Interim City Manager Vickie Sellers, City Clerk Sandra Calderon, Acting Administrative City Clerk

1. CALL TO ORDER – 5:25 P.M

1.1 **INVOCATION**

Performed by Reverend Preston Norman, Jr. of Praise Tabernacle Community Church

1.2 **PLEDGE OF ALLEGIANCE**

1.3 **ROLL CALL**

COUNCIL MEMBER	PRESENT	ABSENT
Barrington, Cynthia	X	
Flynn, Sheri	X	
Miller, Leroy	X	
Royce, Richard	X	
Wallace, Colleen	X	

DRAFT

2. AGENDA APPROVAL

2.1 **AGENDA APPROVAL**

Motion to approve the agenda made by Councilmember Barrington and seconded by Mayor Pro Tem Royce.

Motion carried unanimously 5-0

3. PRESENTATIONS

4. REPORT ON CLOSED SESSION

John Pinkney, Interim City Attorney, provided the report

5. PUBLIC COMMENTS, CORRESPONDENCE, APPOINTMENTS, AND REPORTS

5.1 **PUBLIC COMMENTS**

Mayor Flynn opened public comments

Pastor David Kieffer expressed his concern over labeling initiatives as pet peeves urging the focus to be brought back to community needs. He highlighted residents' anxieties with the rising electric bills and suggested having an electric department representative present at each meeting to address the concerns. He encouraged Council to recognize and thank the many volunteers and local organizations who assist with homelessness, house and food insecurity, cautioning that relying on outside companies may undermine these community efforts. He asked the Council to collaborate with local nonprofits to evaluate what's already working within the city before seeking external help.

Timothy Smith thanked the Utility Department for maintaining reliable water and electricity services but noted ongoing problems with billing that need to be fixed. He expressed appreciation for the new streetlight at Highland Home and Wilson, saying it has greatly improved safety in that area. However, they raised concerns about the intersection at Highland Home and Ramsey, calling it very dangerous due to frequent multi-vehicle accidents and increased traffic from nearby developments. He requested that a traffic light be installed there to reduce collisions. He also pointed out that the trees along Ramsey obstruct drivers' views when they turn, making it difficult to see oncoming cars traveling at high speeds, and asked that the issue be addressed for visibility and safety.

Vincent Marruffo spoke on the history of the St. Boniface School, rejecting claims that it was beneficial to Native American children. He described severe mistreatment of their ancestors, including physical punishment, poor living conditions, and reports of child molestation, which caused lasting trauma. He referenced ongoing federal and state investigations into boarding schools and burial sites that Assemblymember James Ramos and Governor Newsom support. He urged the Council to acknowledge the dark history and healing for the harm suffered by Native families.

Estelle Lewis expressed safety concerns about drivers illegally turning right off the I-10 ramp onto Highland Springs, stating it's dangerous and could lead to various accidents. She raised concerns about issues near Wilson and Florida, where traffic congestion around the school and cars parking too close to driveways make it difficult and unsafe for residents to exit. She encouraged more cooperation and respect during city meetings, saying hostility reflects poorly on the community and discourages new residents.

DRAFT

Diego Rose expressed appreciation for the positive changes and direction the City of Banning has taken. He noted that division and unrealistic expectations in society often hinder progress but commended the city for fostering more transparency and collaboration. He reflected on personal growth and emphasized the importance of unity, open discussion, and understanding how things truly work. He concluded by thanking the city leadership for focusing on practical, businesslike operations that produce real results rather than just talk.

Frank Connolly, spoke on errors in the financial report, stating the information is inadequate and unacceptable. He expressed that such mistakes reflect poorly on a city that already faces economic challenges and reputation issues. He stated that these inaccuracies are obvious to a third grader and damage public trust. He urged that the person responsible for the errors be addressed.

Mayor Flynn closed public comments

5.2 **CORRESPONDENCE**

None

5.3 **APPOINTMENTS**

None

5.4 **CITY COUNCIL COMMITTEE REPORTS**

Councilmember Wallace reported on attending her first San Diego Government Association meeting, where most of the discussions focused on San Diego County but included updates for Riverside County. Plans are being developed to enhance regional transportation by connecting Temecula and Riverside County to CSU San Marcos and Palomar College through an I-15 lane connector, as well as expanding train and bus routes to the Coachella Valley. She noted environmental efforts using dirt from Cabazon to assist in corrosion prevention in Pacific Palisades and mentioned that the Southern California Clean Cities Coalitions were designated by the US Department of Energy for administrative oversight. She concluded her report by noting positive progress in the Riverside County Conservation Authority's budget and habitat efforts for local wildlife species.

Mayor Pro Tem Royce reported that he and Councilmember Miller met with the Morongo chairpersons and the council for an introductory meeting. Noting it had been added to the agenda, the discussion was positive and covered topics including St. Boniface school, the airport, water issues, and the animal shelter. No formal action was taken, but both parties plan to meet again soon to explore topics in more detail.

Councilmember Barrington reported that she met with members of the Chamber of Commerce and discussed business owners' concerns and ways to make the City of Banning more business friendly. She also reported that she attended the Chamber's Installation Dinner, where Ernest Siva received the Citizen of the Year award. She noted the event and presentation were very nice.

Councilmember Miller reported that RTA is donating minibuses to nonprofit organizations needing transportation: interested groups should apply, and more details will become available in June. He also reported that the meeting with Morongo went well, with both sides open for collaboration. He noted that Ernest Siva received a Lifetime Achievement Award and Pastor Todd was named Citizen of the Year at the Banning Chamber of Commerce Installation Dinner.

Mayor Flynn reported that she attended the Banning Chamber of Commerce Installation Dinner, describing it as a pleasant event. She also attended a WRCOG meeting, where it was

announced that they plan to purchase a new building to save on rent and generate income by leasing space. During the meeting, a council member from the City of Murrieta shared the success of their community garden, which has inspired a similar project in Banning; this topic is expected to be discussed in an upcoming meeting. Additionally, Mayor Flynn mentioned that she will attend the RCTC meeting and noted the upcoming 2x2 committee meetings—one focusing on truck routes and the other on the animal shelter.

5.5 **CITY MANAGER'S REPORT**

Ralph Wright, Parks and Recreation Director, provided an update on the department and invited the Council and community to various upcoming events.

5.6 **CITY ATTORNEY'S REPORT**

John Pinkney, Interim City Attorney, outlined the Council's adopted rules of order and decorum. These rules state that the presiding officer is responsible for determining all points of order, and members should not be interrupted while speaking unless they are called to order. Council members are expected to show courtesy toward one another, city staff, and the public, refraining from any rude, derogatory, or disruptive remarks. All comments and questions should be directed to the presiding officer rather than individual members or staff. The same standards of respect and order apply to members of the public attending the meetings.

5.7 **CITY TREASURER'S REPORT**

Sue Savage requested clarification from the City Attorney regarding Banning's investment authority under Government Code 53607. She asked whether the City Council has authority over all city funds and if the delegation of investment authority, last made in June 2023, is overdue for review. Sue also inquired about who is responsible for presenting the delegation policy to the Council. Additionally, under Government Code 41006, she sought clarification on who has the authority to deputize others to assist in managing the city's investments.

6. CONSENT ITEMS

The following items have been recommended for approval and will be acted upon simultaneously, unless a member of the City Council/Banning Utility Authority/Successor Agency Board wishes to remove an item for separate consideration.

6.1 Consideration of Resolution 2025- 43, Approving Amendment No. 6 to the Professional Services Contract with AED Energy Services, increasing the Contract amount by $44,500 for a Total Contract Amount of $180,500 for Services Related to the New CNG Station

6.2 Consideration of Resolution 2025-44, Approving the Compressed Natural Gas (CNG) Fueling Memorandum of Understanding (MOU) between the City of Banning and the City of Beaumont

6.3 Consideration of Resolution 2025-45, Approving a Right of Entry Agreement with San Gorgonio Pass Water Agency and United States Geological Survey for Drilling and Maintaining Groundwater Monitoring Well P-4

Mayor Flynn opened public comments

None

Mayor Flynn closed public comments

Motion to approve items 6.1-6.3 made by Councilmember Wallace and seconded by Mayor Pro Tem Royce

Motion carried unanimously 5-0.

7. PUBLIC HEARINGS

None

8. REPORTS OF OFFICERS

8.1 Receive and File Update on KB Homes Project, Vista Robles, and Impacts to Saint Boniface School Site.

David Newell, Community Development Director, provided the staff report.

Council questions:

Mayor Pro Tem Royce asked whether the wall was intended to be constructed before the building work began, rather than afterward.

Councilmember Miller questioned whether the height of the fencing could be higher than six feet

Mayor Pro Tem Royce clarified that the code and weather circumstances can be processed on a case-by-case basis, noting that a higher fence was specifically requested by Morongo.

Mayor Flynn opened public comments

Diego Rose noted that a 10-foot wall was approved next to his property and erected without any notification. This installation has affected his driveway, trees, and access to his business. He expressed concern that the Planning Department failed to coordinate various projects in the area, leading to conflicts and logistical errors. Although he has been in contact with City staff to seek solutions, he is worried that the City did not fully consider the impact on his property.

Vincent Marruffo expressed concern that the cemetery was not adequately protected before development began, despite prior agreements with the Morongo Band of Mission Indians, other tribes, and the city. He observed tire tracks, construction activity, and markers on the burial grounds, raising questions about whether these actions complied with the California Environmental Quality Act (CEQA). Marruffo mentioned that he had contacted federal and state authorities, as well as tribal representatives, to address the issue. He emphasized that the promised protections, such as erecting a fence before construction started, had not been implemented.

Mayor Flynn closed public comments

Council discussion:

David Newell, Community Development Director, clarified that wall heights are generally limited to six feet, with eight feet allowed only in industrial zones or when a wall is outside the setback area. Regarding CEQA compliance, he stated that the developer constructed the fence in 2022, before site construction began, and that extensive studies and consultations with the Morongo and other tribes were conducted as required by mitigation measures dating back to 2006. The site studies, which identify burial locations, are confidential and not publicly released. He emphasized that the city followed all CEQA procedures and that the public had multiple opportunities to raise concerns before construction approvals in 2006, 2016, and 2024.

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Mayor Flynn inquired why damage occurred despite a fence being erected before construction, and whether there were multiple areas of burial grounds instead of just one spot.

Councilmember Miller provided clarification that the fence and any truck activity occurred outside the area recognized by Morongo for protection. The current fencing being installed is the permanent fence that Morongo wants to put in place.

Mayor Pro Tem Royce clarified the difference between temporary and permanent fencing installations and their respective timelines.

Vernell Williams, Director of Planning for KB Homes, explained that the fencing around the cemetery was installed in late 2022. This decision was made in consultation with both Morongo and the city, and minor adjustments were made as requested. He emphasized that the development has not affected the cemetery itself, and any vehicle activity near it has been solely done by Morongo for maintenance purposes. The agreed-upon fencing is a six-foot steel tube fence, with prior approval from Morongo regarding its type and placement. Williams noted that the request for a taller fence was made only recently and can be discussed separately.

8.2 Consideration of Resolution 2025-46, Approving the Facilities Joint Use Agreement JUA) between the City of Banning and the Banning Unified School District

Ralph Wright, Parks and Recreation Director, provided the staff report.

Council questions:

Mayor Pro Tem Royce asked why the Stagecoach Days Association is charged for use of Dysart Park.

Councilmember Barrington inquired about Exhibit A in the JUA and whether the high school performing arts center is included in usage for the city.

Mayor Flynn asked about the approval date for the Banning Unified School District and whether is was correct.

Councilmember Miller asked about staffing costs for each organization.

Mayor Flynn opened public comments

Diego Rose, spoke in support of collaborations between the city, schools, and community groups, noting that past efforts were blocked by district rules. He praised current cooperations as an example of how government should work. He mentioned that the city requiring fees for Stagecoach Days is illogical. He urged reevaluation of facility use agreements since public spaces are already paid for and should be free for community use.

Mayor Flynn closed public comments

Motion to approve Resolution 2025-46 made by Councilmember Wallace and seconded by Mayor Pro Tem Royce.

Motion carried unanimously 5-0.

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8.3 Provide An Update to City Council of an Award of Grant for the Banning Two Way Cycle Track Safety Project, a Quick Build Pilot Study Project Funded by the Southern California Association of Governments

Nate Smith, Deputy Public Works Director, provided the staff report

Council questions:

Mayor Flynn clarified if staff is requesting approval of the grant versus choosing exactly the two way, highlighting the community having input

Councilmember Wallace the importance of keeping it two-way with bike lanes

Mayor Flynn opened public comments

Pat Murkland, who lives north of Wilson in an unincorporated area, mentioned that the proposed street changes do not meet the grant's goals because it forces drivers on a long, inconvenient detour and would increase traffic in quiet neighborhoods. She emphasized concerns about safety and disaster preparedness, saying evacuation and emergency routes must remain direct. She also urged preserving historic trees and considering local institutions like the mortuary and schools. She asked the city to involve residents outside the city limits in future discussions, since they would also be affected.

The speaker agreed with the previous speaker and opposed making San Gorgonio Ave. one way or adding bike lanes, calling it a waste of resources and harmful to traffic flow. She highlighted major parking issues near Central and Nicolet schools, noting that removing curb parking for bike lanes would worsen congestion and disrupt school drop-offs and funeral processions. She mentioned that few people bike in the area and that outdated data is being used to justify unnecessary changes. She warned that rerouting traffic could delay emergency response times and believes. the plan would create more problems than solve them, even if funded by a grant.

Council discussion:

Mayor Pro Tem Royce mentioned whether the grant must be accepted with all 15 components or focus on the realistic parts of it.

Mayor Flynn confirmed whether the grant of $800,000 was intended for all 15 projects or solely for the two cycle tracks. He also stated that our obligation for the grant requires the project to remain active for at least six months. If it is deemed unhelpful, it could be removed.

Councilmember Miller stated that the situation is not permanent, but it could address issues in front of the schools. He emphasized that preventing one fatality is crucial and would justify the project.

Mayor Pro Tem Royce did not oppose the grant, but wanted to clarify zones

Councilmember Wallace clarified the options one way and two ways, noting keeping it two lanes with bike lane is important.

Councilmember Miller clarified that the item before the council was to accept the grant or not

Motion to approve moving forward in the grant process made by Councilmember Wallace and seconded by Councilmember Miller

Motion carried unanimously 5-0

8.4 Cure of Potential Inadvertent Brown Act Violation.

John Pinkney, Interim City Attorney, provided the staff report.

Council questions:

Councilmember Wallace confirmed that this is the first and only time this has occurred.

Councilmember Barrington, Mayor Flynn, and Mayor Pro Tem Royce confirmed that this was the only time this had occurred.

Councilmember Miller confirmed that comments or questions from the violating meeting cannot be brought up in the upcoming workshop, where all councilmembers will be present at a properly noticed meeting.

Councilmember Wallace questioned why the City Treasurer was a part of the meeting stating that it is not the position of the City Treasurer to be present at meetings like this.

Mayor Flynn mentioned that the City Treasurer was present because she was the initial contact with SWAG.

Councilmember Wallace stated that for transparency reasons, the City Treasurer should not participate in certain Council discussions since the position is meant to oversee city finances. Additionally, she should not have initiated contact with SWAG.

Mayor Flynn opened public comments.

Lincoln Bogard, mentioned there may have been another Brown Act violation on the same date for the Budget and Finance Meeting.

Frank Connolly requested clarification on the meaning of SWAG and its connection to the City of Banning.

Mayor Flynn closed public comments

Council discussion:

Councilmember Miller confirmed that the item being addressed was properly noticed and that a Brown Act Violation had occurred, despite a scheduled meeting. He mentioned that the timing of the meeting was noticed to be in the middle of the day, when citizens are working and not available to attend.

Mayor Flynn clarified that it was time all parties could attend.

Councilmember Wallace and Councilmember Miller confirmed they had never received an invite.

Motion made by Mayor Flynn to disregard any information or discussion occurring at the March 13th, 2025 meeting.

No second

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Councilmember Barrington mentioned having a meeting date and time where everyone can attend.

Councilmember Miller said that he would prefer a meeting time when all members of the public can attend.

Motion made by Mayor Flynn to confirm that 3 council members will disregard any information or discussion occurring at the March 13th, 2025, meeting and seconded by Mayor Pro Tem Royce.

Motion carried unanimously 5-0

9. DISCUSSION ITEMS

10. ANNOUNCEMENTS FROM CITY COUNCIL MEMBERS

Councilmember Wallace announced the Women's Club fashion show would take place on April 26th at noon. She announced a town hall the same day at 4 PM at Roosevelt Williams Park.

Mayor Pro Tem Royce announced his town hall meeting for April 9th at 5 PM at the council chambers.

Councilmember Barrington announced her town hall for April 17th at 5:30 PM at the council chambers.

Councilmember Miller announced his town hall has been canceled for April 19th and rescheduled l for the 3rd Saturday in May at 10 AM at the Senior Center.

Mayor Flynn announced an upcoming meeting for a presentation by the Interim City Attorney, John Pinkney on April 18th at 10 AM.

11. ITEMS FOR FUTURE AGENDAS

11.1 **NEW ITEMS**

11.2 **EXISTING ITEMS**

1. Update on Community Garden (Flynn)
2. Developer Presentation on Sunset Crossroads Project (Flynn)
3. Contracting Animal Services (Flynn)
4. Emergency Preparedness (Barrington)
5. Changes to the Banning Procedural Manual (Royce)
6. Discussion of Reversing Decision to Close Airport (Royce)
7. Patriot Tree (Barrington)
8. Contractor(s) to do Citywide Cleanup (Flynn)
9. RFP for City Manager (Wallace)
10. Long term City Strategic Planning (Miller)
11. Armory Grant (Royce)
12. Review Grant Management Protocol (Flynn)
13. Update on Electric Billing (Miller)
14. Update on Animal Shelter (Miller)
15. Review and Update Council Travel Policy (Flynn)

12. ADJOURNMENT – 7:39 PM

Motion made to adjourn the meeting by Mayor Pro Tem Royce and seconded by Councilman Miller.

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Motion carried unanimously 5-0

Next Regular Meeting – April 22, 2025

Minutes prepared by: Amanda Morgan, Program Coordinator
Minutes reviewed and submitted by: Sandra Calderon, Acting Administrative City Clerk.

These minutes have been prepared as Summary Minutes in accordance with City Council Resolution 2025-22 and Government Code Sections 36814, 40801, and 54953(c)(2).

The entire discussion of this meeting may be viewed here:
https://banningca.granicus.com/player/clip/231?view_id=1&redirect=true

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MINUTES
CITY COUNCIL - SPECIAL MEETING (WORKSHOP)
CITY OF BANNING, CALIFORNIA

April 18, 2025
10:00 a.m.
In Chambers

Council Chambers
99 E. Ramsey Street
Banning, CA 92220

The following information comprises the minutes for the special meeting of the Banning City Council, a joint meeting of the City Council and Banning Utility Authority, and the Banning City Council sitting in its capacity as the Banning Successor Agency Board.

TELECOMMUTING LOCATION
Council Member Wallace will be participating remotely from the following location: 8323 S. Figueroa St., Los Angeles, CA 90044. Members of the public are invited to participate remotely from this location

1. CALL TO ORDER – 10:01 AM

COUNCIL MEMBERS PRESENT: Council Member Cynthia Barrington
Mayor Sheri Flynn
Council Member Leroy Miller
Mayor Pro Tem Richard Royce
Council Member Colleen Wallace

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: John O. Pinkney, City Attorney
Robert Fisher, Interim City Manager
Vickie Sellers, City Clerk
Sandra Calderon, Acting Administrative City Clerk

2. PUBLIC COMMENTS

Mayor Flynn opened public comments

John Hagen mentioned and questioned whether Doug still received the $150 monthly utility discount now that he no longer works for the City of Banning. She also questioned who owns the building where Jitters is located, suggesting that the owner should be responsible or charged for cleaning up the area, which was recently cleaned by Juanita. Additionally, she raised concerns about a growing homeless encampment on the lots near Williams and the courthouse stating that there used to be only one lot but are not three lots follow. She urged the city to identify the property owners and have them clear the property or pay for the cleanup.

Mayor Flynn closed public comments

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3. CLOSED SESSION

John Pinkney, City Attorney read closed session items

3.1 **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – SIGNIFICANT EXPOSURE TO LITIGATION**
Pursuant to Government Code Section 54956.9(d)(2) and/or (2)
Two Potential Cases

3.2 **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – POTENTIAL INITIATION OF LITIGATION**
Pursuant to Government Code Section 54956.9(d)(4)
One Potential Case

3.3 **PUBLIC EMPLOYEE PERFORMANCE EVALUATION** Pursuant to Government Code Section 54957

Title: Interim City Attorney

4. REPORT OF OFFICERS

4.1 Consideration of a Professional Services Agreement contract with Sloan, Sakai, Young & Wong, LLP.

John Pinkney, City Attorney, provided the staff report.

Council questions:

Councilmember Miller and Mayor Flyn clarified the terms of the contract for update meetings.

Motion made to approve the contract made by Councilmember Wallace and seconded Mayor Pro Tem Royce

Motion carries unanimously 5-0.

5. WORKSHOP

5.1 AB 1234 Ethics, Brown Act, Conflicts, Decorum, Parliamentary Procedure and related training by City Attorney's office.

John Pinkney, City Attorney, provided the presentation.

6. DISCUSSION ITEM

6.1 Discussion and possible action to approve proposed edits to the City of Banning Manual of Procedural Guidelines. An edited version of the Guidelines is included in the packet for Council consideration.

John Pinkney, City Attorney, provided the staff report.

Motion to approve edits made by Mayor Pro Tem Royce and seconded by Councilmember Miller.

Motion carried unanimously 4-0 with one absence.

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7. **ADJOURNMENT** – 3:09 PM

Motion to adjourn the meeting made by Councilmember Miller and seconded by Mayor Pro Tem Royce

Motion carried 4-0 with one absence.

Prepared by: Amanda Morgan, Program Coordinator
Reviewed and submitted by: Sandra Calderon, Acting Administrative City Clerk.

These minutes have been prepared as Summary Minutes in accordance with City Council Resolution 2025-22 and Government Code Sections 36814, 40801, and 54953(c)(2).

The entire discussion of this meeting may be viewed here:
https://banningca.granicus.com/player/clip/231?view_id=1&redirect=true

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MINUTES

CITY COUNCIL - SPECIAL MEETING (CLOSED SESSION)
CITY OF BANNING, CALIFORNIA

October 28, 2025
3:00 p.m.
In Chambers

Council Chambers
99 E. Ramsey Street
Banning, CA 92220

The following information comprises the minutes for the special meeting of the Banning City Council, a joint meeting of the City Council and Banning Utility Authority, and the Banning City Council sitting in its capacity as the Banning Successor Agency Board.

COUNCIL MEMBERS PRESENT:	Council Member Cynthia Barrington Mayor Sheri Flynn Council Member Leroy Miller Mayor Pro Tem Richard Royce Council Member Colleen Wallace
COUNCIL MEMBERS ABSENT:	None
OTHERS PRESENT:	John O. Pinkney, City Attorney Arturo Vela, Interim City Manager Vickie Sellers, City Clerk Sandra Calderon, Acting Administrative City Clerk

1. CALL TO ORDER– 3:00 p.m.

COUNCIL MEMBER	PRESENT	ABSENT
Barrington, Cynthia	X	
Flynn, Sheri	X	
Miller, Leroy	X	
Royce, Richard	X	
Wallace, Colleen	X	

2. PUBLIC COMMENTS - ***Agenda Items Only***

No Public Comments

3. CLOSED SESSION

John Pinkney, City Attorney read closed session items.

3.1 CONFERENCE WITH LABOR NEGOTIATIORS

Pursuant to Government Code Section 54957.6 Agency Designated Representatives: Art Vela, Interim City Manager; David Newell, Community Development Director; Michelle Green, Interim Finance Director; Nicole Jews, Human Resources Manager; Oliver Yee, Liebert Cassidy and Whitmore (City Counsel) Employee Organization: Banning Police Manager's Association (BPMA); Banning Police Officer's Association (BPOA)

3.2 CONFERENCE WITH LEGAL COUNSEL REGARDING PENDING LITIGATION

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Pursuant to Government Code 54956.9(d)(1). One Case Tom Miller v. City of Banning (Case No. CVR12402316).

3.3 CONFERENCE WITH LEGAL COUNSEL REGARDING - ANTICIPATED LITIGATION - EXPOSURE TO LITIGATION

Pursuant to Government Code Section 54956.9(d)(2) and/or (3). Two potential cases.

3.4 CONFERENCE WITH LEGAL COUNSEL REGARDING POTENTIAL INITIATION OF LITIGATION

Pursuant to Government Code Section 54956.9(d)(4). One potential case.

3.5 PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT

Pursuant to Government Code Section 54957. Title: City Manager

The City Council went into Closed Session at 3:02 p.m.

The City Council reconvened in open session at 4:14 p.m. No reportable action was taken. The Council did not complete review of all closed session items and will return to closed session after the regular meeting.

4. ADJOURNMENT

Minutes prepared by:

Sandra B. Calderon
Acting Administrative City Clerk

These minutes have been prepared as Summary Minutes in accordance with City Council Resolution 2025-22 and Government Code Sections 36814, 40801, and 54953(c)(2).

The entire discussion of this meeting may be viewed here:
https://banningca.granicus.com/player/clip/250?view_id=1&redirect=true

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MINUTES

CITY COUNCIL - SPECIAL MEETING (WORKSHOP)
CITY OF BANNING, CALIFORNIA

October 28, 2025
4:00 p.m.
In Chambers

Council Chambers
99 E. Ramsey Street
Banning, CA 92220

The following information comprises the minutes for the special meeting of the Banning City Council, a joint meeting of the City Council and Banning Utility Authority, and the Banning City Council sitting in its capacity as the Banning Successor Agency Board.

COUNCIL MEMBERS PRESENT:	Council Member Cynthia Barrington Mayor Sheri Flynn Council Member Leroy Miller Mayor Pro Tem Richard Royce Council Member Colleen Wallace
COUNCIL MEMBERS ABSENT:	None
OTHERS PRESENT:	John O. Pinkney, City Attorney Arturo Vela, Interim City Manager Vickie Sellers, City Clerk Sandra Calderon, Acting Administrative City Clerk

1. CALL TO ORDER– 4:14 p.m.

COUNCIL MEMBER	PRESENT	ABSENT
Barrington, Cynthia	X	
Flynn, Sheri	X	
Miller, Leroy	X	
Royce, Richard	X	
Wallace, Colleen	X	

2. WORKSHOP

2.1 Discussion on Homelessness in the City of Banning

Recommendation: Discussion only.

Interim City Manager, Art Vela presented the staff report and introduced the purpose of the workshop – to provide an open discussion with the City Council and the public regarding homelessness in the City of Banning. He noted that the topic is sensitive and that the workshop was requested by both Council and members of the public to share updates on current efforts and explore next steps.

Art Vela outlined the discussion plan, which included on overview of the legal environment surrounding homelessness, Police Department statistics, homeless encampments, Opportunity Village, and available homeless resources.

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Mayor Flynn noted expired MOUs with the County related to the prison and suggested revising them for funding, The impact of local social service providers was also discussed, with a recommendation to explore fees to offset community impacts.

3. PUBLIC COMMENTS - *Agenda Items Only*

Mayor Flynn opened public comments.

Member of the public spoke regarding personal experiences and concerns related to law enforcement and community issues.

Lourdes Aceves expresses gratitude for Opportunity Village, sharing a personal story of escaping a domestic violence situation in Los Angeles County and finding refuge in Riverside County. The speaker emphasizes that Opportunity Village provided not just shelter but a lifeline, enabling them to rebuild their life through the Homeless Assistance Program. She now has a job, income, stability, and a sense of purpose, advocating for others in similar situations. Acknowledges the proximity of everyone to homelessness and appreciates Opportunity Village's non-judgmental support.

Jeffrey Platt urges the Council to reconsider closing the shelter. He argues that it's a vital part of Banning's public safety and health system, connecting people to essential services like case management, medical referrals, and job placement. Closing the shelter will shift the problem to public spaces. He emphasizes that the people served are neighbors who have fallen on hard times due to addiction, mental health issues, job loss, or rising rents. He highlights the shelter's role as a center of coordination for nonprofits and faith-based organizations. Platt suggests exploring short-term resolutions, regional partnerships, and temporary grants to sustain operations, noting that $50,000 a month could keep the shelter running while a permanent solution is found. He also points out that the grants previously covered services like street outreach and community cleanup, with the city only covering a portion of the utility bills.

Rolberg raises questions about the logistics of closing Opportunity Village. He asks how many beds will be available on February 1st 2026, for current residents, where those beds are located, who will transport them, and who will pay for the transport. He also inquires whether residents will receive the same level of case management. Rolberg questions whether closing Opportunity Village increases the city's risk of litigation related to unlawful camping or sweeps and if the City Attorney has issued an opinion on potential liability.

Juanita Diaz expressed her evolving perspective on the homeless situation in Banning. While initially supportive of Opportunity Village, she now believes the city has become a safe haven for surrounding areas and can no longer sustain the burden. She claims to speak for the majority of long-term Banning residents who are tired of the situation. Diaz states that many homeless individuals are not from Banning and do not want help, preferring to remain on drugs. She highlights the city's limited resources, such as policing and cleanup services, and the negative impact of homelessness on the community's cleanliness and safety. She emphasizes the continuous mess created by the homeless population and their perceived lack of care for the city. Diaz acknowledges the existence of mental health issues but argues that the city cannot save everyone. She believes the $7 million allocated to address homelessness has been ineffective. She acknowledges the presence of Faith in Action and other nonprofits but criticizes the lack of follow-through in addressing the trash and waste generated by the homeless. Diaz concludes that Opportunity Village is not working and calls for the Council to listen to the concerns of homeowners and business owners.

Martin Jackson raises a Code Enforcement issue regarding parking regulations at an RV park on Ramsey Street. He complains about visitors blocking the driveway, hindering access for residents and potentially violating fire code regulations. He states that he has contacted Code Enforcement but has not received a response. The chair clarifies that this issue is not related to the homelessness workshop and suggests addressing it during the public comment period for other topics.

Coula Ringold expresses opposition to closing Opportunity Village, arguing that it will exacerbate the existing problems of trash buildup and homelessness. She believes that closing the village will lead to more homeless individuals in parks and commercial areas. Suggests continuing to provide

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resources to Opportunity Village, highlighting its success in helping people find jobs and move on with their lives.

Merle Nazareth founder of Healing Waters emphasizes the importance of providing dignity to the homeless and acknowledges Opportunity Village's helpfulness. Nazareth suggests a joint plan involving the city and various organizations to address homelessness, focusing on job training, medical care, and other services. She stresses that homelessness is a widespread issue and that a collaborative approach is necessary to help the homeless and keep the city safe.

Bill Hobbs expresses concern about the impact of homelessness on seniors, particularly in the Sun Lakes shopping center near Albertson’s. Notes an increase in homeless individuals with dogs, some of which appear to be pit bulls, making seniors feel unsafe. He acknowledges that the problem is nationwide but emphasizes the negative changes in the community and the fear experienced by residents.

Terri Smith states that the current approach to homelessness in Banning is not working. While acknowledging that Opportunity Village has helped some, she believes many homeless individuals do not want help and have made choices that led to their situation. Smith expresses concern about safety, citing instances where she has had to walk past homeless individuals and their belongings in her neighborhood. She suggests enforcing laws against loitering and tenting, advocating for the arrest of those who violate these laws. Smith proposes a system where individuals are assessed for addiction or other needs, with options for treatment or group homes. However, those who refuse help should face jail time.

Pastor David Kieffer recalls the opening of Opportunity Village and emphasizes that it is just one piece of the solution to homelessness. He clarifies that Opportunity Village was not intended to solve homelessness in the city but rather to provide a resource for addressing illegal camping. Kiefer acknowledges the concerns of residents but stresses the need to find a collaborative approach involving various organizations and individuals in the community. He highlights the availability of resources like Faith in Action, Carol's Kitchen, and Opportunity Village and calls for a unified effort to create better and cleaner neighborhoods where all people are respected.

Laura Leindecker states that the current homeless issue is not new and is related to changes in laws that occurred in California in the past. She expresses feeling unsafe in her neighborhood due to the presence of homeless individuals setting up tents and loitering. Leindecker acknowledges the good intentions of those speaking but emphasizes the need for solutions to address the broader issue of homelessness, which she believes extends beyond Opportunity Village.

Kathleen Martin argues against the idea of simply jailing the homeless, stating that they are often released quickly with a citation and return to the streets. She draws a parallel to the closure of the animal shelter, which led to negative consequences for animals. Martin believes that closing Opportunity Village without a viable alternative will worsen the situation.

Loue Gregory emphasizes that Opportunity Village isn't a "cure-all" and that homeless individuals need to be actively recruited and convinced to seek help. He draws a comparison to the animal shelter, acknowledging its imperfections but highlighting its value. He also raises concerns about the city's understaffed police department and questions the Interim City Manager's statement about the lack of clarity regarding the city's financial situation. He defends Opportunity Village's 70% success rate and contrasts it with the juvenile detention system's 2% success rate. He mentions the city had grants for the program and had to pay $600,000 in salary, but those numbers are recovered at the end of each year through grants. He suggests that if the state has six and a half billion dollars in grants, it's all tied to the city's ability to provide an infrastructure for those people to go and be housed. He also emphasizes the importance of housing in any successful program.

Carol Albaugh questions the City Council's legacy and urges them to consider the impact of closing Opportunity Village, calling it a "sin" and a "crime." She shares the story of the starfish to illustrate the importance of making a difference, even if it's just for one person. She suggests giving agencies time to work together on a plan, acknowledging that it will require money, time, and energy.

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Oscar argues that closing Opportunity Village is a "drop in the bucket" and won't solve the complex issue of homelessness. He points out the correlation between increased housing construction and the homeless population, questioning if the city will stop building houses as well.

Mayor Flynn closed public comments.

John Pinkney, City Attorney clarifies that it is not unlawful to be homeless and cities cannot criminalize the status of being homeless, referencing the Grants Pass case and the city's anti-camping ordinance.

Council Discussion:

Decision to close Opportunity Village is not about solving homelessness but about the city's financial inability to sustain it after grant funds expire. Prioritize the city's operational health and financial stability over funding homeless services. Agree that closing Opportunity Village won't solve the problem and suggests activating the homelessness advisory committee.

Mayor Flynn emphasizes the need to enforce existing ordinances and highlights the lack of staffing explains that the city cannot afford to fund Opportunity Village due to the lack of a third grant, which they did not receive due to a 68% rating. She clarifies that the city was paying $600,000 out of the general fund for salaries. She states that the state emphasizes housing, not drug and mental health rehabilitation, which she believes is the root of the problem. She references Proposition 36 and 47 and the rise in drug overdose deaths. She also mentions the lack of accountability in state funding and the decision made in June to close Opportunity Village. She clarifies that the $7 million grant the city turned down was for felons coming out of prison with addiction and mental health issues, which she deemed a disaster for Banning. She states that SWAG wanted Opportunity Village closed and may come back. She questions the 71% success rate of Opportunity Village, citing a 25% success rate and over $3 million spent in the last two years.

Next Steps and Ordinance Review:

Mayor Flynn suggests scheduling a meeting of the homeless advisory committee with staff and community members. Wants to update Ordinance 1603 to align with current laws following the Grant Pass decision.

4. ADJOURNMENT

Motion was made by Mayor Pro Tem Royce and seconded by Councilmember Wallace.
Motion carried unanimously 5-0.

The meeting was adjourned at 6:01 p.m.
Minutes prepared by:

Sandra B. Calderon
Acting Administrative City Clerk

These minutes have been prepared as Summary Minutes in accordance with City Council Resolution 2025-22 and Government Code Sections 36814, 40801, and 54953(c)(2).

The entire discussion of this meeting may be viewed here:
https://banningca.granicus.com/player/clip/251?view_id=1&redirect=true

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CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Arturo Vela, Interim City Manager**

PREPARED BY: **Sandra Calderon, Acting Administrative City Clerk**
Todd Hopkins, CalFire Division Chief

MEETING DATE: **November 12, 2025**

SUBJECT: **Receive and File Fire Protective Services Statistics for the Month of October 2025.**

RECOMMENDATION:

Receive and file.

BACKGROUND:

City Council has requested CalFire's Riverside County Division, which provides fire protection services in the City of Banning, to provide specific reports to the public and City Council on a monthly basis.

JUSTIFICATION:

Many Fire and EMS Departments store and analyze statistical data, which can provide a detailed analysis of the types of responses their organization is called to assist. This information is critical to elevating the level of service provided by the Fire Department.

FISCAL IMPACT:

None.

ALTERNATIVES:

Providing statistics keeps the Council, staff, and residents apprised of current fire and paramedic activities. If the statistics are not presented to the Council on a regular basis, then they should be provided on another platform.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. jurisreport_banning.pdf

Riverside County Fire Department/ CAL FIRE

Jurisdiction Summary for City of Banning

Bill Weiser

Fire Chief

10/1/2025 to 10/31/2025

Incident Response Activity

***At least 1 Resource Dispatched**

Incident Type	#
False Alarm	33
Medical	355
Other Fire	4
Other Misc	5
Public Service Assist	26
Res Fire	1
Standby	6
Traffic Collision	17
Vehicle Fire	1
Wildland Fire	4
Incident Total	**452**

Average Enroute to On-Scene Time

***Units Responding Charlie, Delta, Bravo, Echo, Code 3**

<5 Minutes: 234

+5 Minutes: 60

+10 Minutes: 7

+20 Minutes: 0

Average Min: 4.23

% 0 to 5 Min: 77.74

Enroute Time: Unit has been acknowledged as responding.
On-Scene Time: Unit has been acknowledged as being On-Scene.

Transport

***Based on Units with a Transport time**

	0
Total:	**0**

Mutual Aid

***Unit responses**

Jurisdiction Units Responses

Engine	299
Total:	**299**

Mutual Aid Given

Engine	167
Total:	**167**

Mutual Aid Received

	30
Brush	12
Chief	14
Engine	216
Patrol	5
PIO	1
Squad	7
Truck/Quint	10
Total:	**295**

Truck Report

MRFT1 recorded 10 responses in City of Banning from 10/1/2025 1:40:10 PM to 10/31/2025 1:40:10 PM

Significant Incidents

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Kristine Gutierrez, Community Development Operations Manager** **Vincent Avila, Chief of Police**
MEETING DATE:	**November 12, 2025**
SUBJECT:	**Receive and File Code Enforcement Statistics for the Month of October 2025**

RECOMMENDATION:

Receive and file.

BACKGROUND:

The Banning Police Department provides Code Enforcement statistics to the public and City Council upon request.

JUSTIFICATION:

Statistics tell a city how many Code Enforcement Officers need to be on the street, the types of calls they handle, and the need for additional services. Statistics show increases and decrease in particular areas of Code Enforcement over time.

FISCAL IMPACT:

None.

ALTERNATIVES:

Providing statistics keeps the Council, staff, and residents apprised of current Code Enforcement activities. If the statistics are not presented to the Council on a regular basis, then they should be provided on another platform.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Code Stats Workbook 2025 Oct.pdf

BANNING POLICE DEPARTMENT
OCTOBER, 2025

Code Enforcement	Oct-25	Oct-24	% CHGE	YTD-25	YTD-24	% CHGE
New Cases Opened	35	38	-8%	623	1307	-52%
Total Cases Open	304	492	-38%	3769	4604	-18%
Notice of Violations Issued	296	177	67%	2173	320	579%
Violations Resolved	192	262	-27%	1673	3672	-54%
Citations Issued	5	1	400%	72	53	36%
Inspections Completed	266	170	56%	1997	1577	27%
Collected Fee's (Citations)	1786.92	0	178692%	7108.59	12480.2	-43%
Red Tagged Properties	1	5	-80%	21	18	17%
AVA Program Vehicles Abated	0	0	0%	0	9	-100%
Weed Abatement Cost Recovery	2755.33	4507.74	-39%	94948.39	7739.38	1127%
72 Hour Parking (NOV) CVC 22651 K	23	0	2300%	189	14	1250%
Unhoused Encampments Tagged (PC602)	6	0	600%	58	3	1833%

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Yvette Vaca, Administrative Sergeant** **Brandon Smith, Acting Chief of Police**
MEETING DATE:	**November 12, 2025**
SUBJECT:	**Receive and File Police Department Statistics for the Month of October 2025.**

RECOMMENDATION:

Receive and file.

BACKGROUND:

The Banning Police Department provides statistics to the public and City Council upon request.

JUSTIFICATION:

Statistics tell a city how many police officers need to be on the street, what crimes are being committed, and reveal increases and decreases in specific crimes. Also, cities get funding in part on their crime rates. If a federal crime bill passed, the Government needs to know which cities could benefit the most from those funds, and some cities have been rewarded financially for drastically lowering rates of crime.

FISCAL IMPACT:

None.

ALTERNATIVES:

Providing statistics keeps the Council, staff, and residents apprised of current police activities. If the statistics are not presented to the Council on a regular basis, then they should be provided on another platform.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Good Police Stats Workbook October 2025.pdf
2. Group A Offense Report Ocotber 2025.pdf

BANNING POLICE DEPARTMENT
OCTOBER, 2025

CRIME	Oct-25	Oct-24	% CHGE	YTD-25	YTD-24	% CHGE
PART 1 CRIMES						
Homicide	0	0	0%	4	2	100%
Rape	1	0	100%	6	4	50%
Robbery	0	0	0%	9	5	80%
Assaults Agg/Simp	9	11	-18%	144	156	-8%
Burglary	2	4	-50%	26	89	-71%
Vehicle Theft	4	8	-50%	47	89	-47%
Larceny	14	19	-26%	116	203	-43%
OTHER						
Narcotics	4	6	-33%	63	98	-36%
DUI	9	4	125%	37	19	95%
T/C Non-Injury	18	9	100%	109	139	-22%
T/C Injury	2	4	-50%	38	38	0%
T/C Fatal	0	0	0%	0	0	0%
Transient Calls	158	168	-6%	1689	1503	12%
Unattended Death	2	3	-33%	32	29	10%
246PC	0	0	0%	33	33	0%
Citations	60	74	-19%	1069	822	30%
Total Incidents	3067	3011	2%	31610	30166	5%

Group A Offense Report

Beginning Date: 10/01/2025 **Ending Date: 10/31/2025**

Agency: BANNING PD

Offense	Reported in 2025	Reported in 2024	Percent Change	Offenses Cleared	Percent Cleared	Percent Of Category	Rate Per 100,000*
Murder	0	0	NA	0	0.00%	0.00%	0.00
Negligent Manslaughter	0	0	NA	0	0.00%	0.00%	0.00
Justifiable Homicide	0	0	NA	0	0.00%	0.00%	0.00
Non-consensual Sex Offenses:							
Rape	1	0	NA	0	0.00%	7.14%	3.13
Sodomy	1	0	NA	0	0.00%	7.14%	3.13
Sexual Assault with Object	0	0	NA	0	0.00%	0.00%	0.00
Fondling	0	0	NA	0	0.00%	0.00%	0.00
Aggravated Assault	5	7	-28.57%	4	80.00%	35.71%	15.63
Simple Assault	4	4	0.00%	3	75.00%	28.57%	12.50
Intimidation	1	2	-50.00%	0	0.00%	7.14%	3.13
Kidnapping/Abduction	2	0	NA	1	50.00%	14.29%	6.25
Consensual Sex Offenses:							
Incest	0	0	NA	0	0.00%	0.00%	0.00
Statutory Rape	0	0	NA	0	0.00%	0.00%	0.00
Human Trafficking, Commercial Sex Acts	0	0	NA	0	0.00%	0.00%	0.00
Human Trafficking, Involuntary Servitude	0	0	NA	0	0.00%	0.00%	0.00
Crimes Against Persons Total	**14**	**13**	**7.69%**	**8**	**57.14%**	**24.56%**	**43.75**
Robbery	0	4	-100.00%	0	0.00%	0.00%	0.00
Burglary/Breaking & Entering	2	4	-50.00%	1	50.00%	7.14%	6.25
Larceny/Theft Offenses	14	20	-30.00%	0	0.00%	50.00%	43.75
Motor Vehicle Theft	4	8	-50.00%	0	0.00%	14.29%	12.50
Arson	0	1	-100.00%	0	0.00%	0.00%	0.00
Destruction Of Property	5	9	-44.44%	1	20.00%	17.86%	15.63
Counterfeiting/Forgery	0	0	NA	0	0.00%	0.00%	0.00
Fraud Offense	1	1	0.00%	0	0.00%	3.57%	3.13
Embezzlement	1	0	NA	0	0.00%	3.57%	3.13
Extortion/Blackmail	0	0	NA	0	0.00%	0.00%	0.00
Bribery	0	0	NA	0	0.00%	0.00%	0.00
Stolen Property Offenses	1	0	NA	1	100.00%	3.57%	3.13
Crimes Against Property Total	**28**	**47**	**-40.43%**	**3**	**10.71%**	**49.12%**	**87.5**
Drug/Narcotic Violations	7	9	-22.22%	6	85.71%	46.67%	21.88
Drug Equipment Violations	5	10	-50.00%	5	100.00%	33.33%	15.63
Gambling Offenses	0	0	NA	0	0.00%	0.00%	0.00
Pornography/Obscene Material	0	1	-100.00%	0	0.00%	0.00%	0.00
Prostitution	0	0	NA	0	0.00%	0.00%	0.00
Weapons Law Violation	3	8	-62.50%	3	100.00%	20.00%	9.38
Animal Cruelty	0	0	NA	0	0.00%	0.00%	0.00
Crimes Against Society Total	**15**	**28**	**-46.43%**	**14**	**93.33%**	**26.32%**	**46.88**
Total Group "A" Offenses	**57**	**88**	**-35.23%**	**25**	**43.86%**	**100%**	**178.13**

Note: *The Rate per 100,000 will be 'NA' when the Adjusted Population Base is Zero.*

* Adjusted population base: 32,000

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Yvette Vaca, Administrative Sergeant** **Brandon Smith, Acting Chief of Police**
MEETING DATE:	**November 12, 2025**
SUBJECT:	**Receive and File Animal Control Statistics for the Month of October 2025.**

RECOMMENDATION:

Receive and file.

BACKGROUND:

The Banning Police Department provides Animal Control Services statistics to the public and City Council upon request.

JUSTIFICATION:

Statistics tell a city how many Animal Control Officers need to be on the street, the types of calls they handle, and the need for additional services. Statistics show increases and decreases in particular areas of Animal Control Services over time.

FISCAL IMPACT:

None.

ALTERNATIVES:

Providing statistics keeps the Council, staff, and residents apprised of current Animal Control Services activities. If the statistics are not presented to the Council on a regular basis, then they should be provided on another platform.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Good Police Stats ACO 2025 Oct.pdf

BANNING POLICE DEPARTMENT
OCTOBER, 2025

CATEGORY	Oct-25	Oct-24	% CHGE	YTD-25	YTD-24	% CHGE
Calls for Service	133	106	25%	1110	996	11%
Animals Impounded	23	0	2300%	96	56	71%
Animals Euthanized	3	0	300%	15	33	-55%
Bite Reports	2	3	-33%	33	28	18%
Citations Issued	0	0	0%	0	0	0%
Expenses	1312.66	553	137%	10820.92	5145.39	110%
Revenue	795	934	-15%	8551	9888.12	-14%

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Ralph Wright, Parks and Recreation Director** **Ralph Wright, Parks and Recreation Director**
MEETING DATE:	**November 12, 2025**
SUBJECT:	**Parks and Recreation Report of Monthly Activities through the 1st Quarter of Fiscal Year 2025/2026 - September 2025**

RECOMMENDATION:

Receive and file.

BACKGROUND:

To better track the participation levels of parks and recreation program offerings and the facilities usage for parks and recreation programs and services, staff uses a monthly report that is compiled to present our numbers, help tell our story and allow for easy year over year comparison.

The ten-page report includes parks staff activities, park and facility usage, sports and classes participation, Senior activities, Banning Connect ridership and passes sold, aquatics programming, special events and the last page is a tracking page for trips and activities associated with the Outdoor Equity Program grant. The report is aligned with the fiscal year, July through June of each year and compiled each month.

Staff brings the report to the Council after each quarter of the Fiscal Year. Attached in this item, is the September 2025 report that contains participation information through the end of the 1st quarter of FY 2025-26 and includes participation data for the first three months of Fiscal Year 2025/2026.

The 1st quarter report shows ongoing park and facility usage as well as continued strong participation data throughout all programming areas. Although we have recently lost some of our instructor classes we are looking to bring in additional martial arts classes as well as ballet classes. Many of our regular ongoing programs continue to be at capacity or nearing capacity. The September report also shows the July and August Summer programming numbers with over 11,000 visits to the Aquatic Center in those months.

The September report continues to show great participation throughout all programming and services offered in the Senior Center.

Our parks have a slight reduction in overall use in these months compared to last year due to Little League hosting less All-Star tournaments in 2025 than the previous year. Homelessness, graffiti and vandalism continue to be a real issue in the parks. These negative incidents significantly impact our park staff's ability to perform ongoing park's maintenance and the general public's ability to safely and comfortably use the park.

JUSTIFICATION:

This report provides quantitative information pertinent to parks and recreation services offered for the City of Banning's residents.

FISCAL IMPACT:

There is no fiscal impact with this report

ALTERNATIVES:

None provided.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

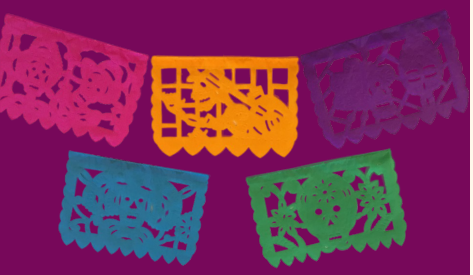
ATTACHMENTS:

1. Parks and Recreation MRA -September 2025.pdf

PARK and REC Stats

September 2025

*Fiscal Year *
25-26



September has been a month of celebration! From our annual Hispanic Heritage event to the Hispanic Heritage dance at the senior center. It has been full of good times!



Parks Maintenance	P1
Parks Usage	P2
Facility Usage	P3
Sports/Volunteers	P4
Senior Center	P5
Classes / Programs	P6
Transit	P7
Aquatics	P8
Special Events	P9





Park Maintenance

Six parks with approximately 58 developed acres maintained

	Monthly		Year-to-Date	
	2024-2025	2025-2026	2024-2025	2025-2026
# of trees PLANTED	0	0	0	0
# of trees REMOVED	1	0	1	2
# of trees TRIMMED	1	0	3	7
Service requests completed by Parks	11	11	26	32
Vandalism incidents repaired	8	16	23	35
Graffiti incidents repaired	16	18	35	50

The Monthly Reports are based on a fiscal year
July 1, 2025- June 30, 2026

Dysart Park



Roosevelt Williams



Repplier Park



Richard Sanchez



Sylvan Park



Another awesome Stagecoach Days Rodeo!!









Picnic Area Usage (scheduled) # of uses	Monthly		Year-to-Date	
	2024-2025	2025-2026	2024-2025	2025-2026
Lion's Park	0	0	0	0
Repplier Park	5	2	29	27
Roosevelt Williams Small	0	0	0	0
Roosevelt Williams Large	1	1	2	7
Sylvan Park	2	0	29	23
TOTAL	8	3	60	57

Park/Field Usage # of uses	Monthly		Year-to-Date	
	2024-2025	2025-2026	2024-2025	2025-2026
Dysart Park	12	8	13	20
Lion's Park	3	28	96	66
Repplier Park	20	26	76	43
Richard Sanchez	0	0	0	0
Roosevelt Williams	0	1	0	0
Sylvan Park	8	0	27	0
East Ramsey Lot	0	0	0	0
Carpenter Hamilton Park	0	0	0	0
TOTAL	43	63	212	130









How wonderful it is to host such an incredible event at our Community Center Gym. The Small Business Expo was such a beautiful event to provide resources to our business community.

Community Center # of uses	Monthly		Year-to-Date	
	2024-2025	2025-2026	2024-2025	2025-2026
Small Meeting Room	10	12	47	47
Large Dance Room	10	20	58	66
Gymnasium	83	74	260	203
Kitchen	1	2	3	9
Parking Lot	2	2	5	8
TOTAL	106	110	373	337

Senior Center # of uses	Monthly		Year-to-Date	
	2024-2025	2025-2026	2024-2025	2025-2026
Nutrition Site	37	24	96	74
Multi-purpose Room	27	41	76	135
TOTAL	64	65	199	209

Playhouse Bowl # of uses	Monthly		Year-to-Date	
	2024-2025	2025-2026	2024-2025	2025-2026
Meeting Room	11	10	39	37
Amphitheater	6	1	11	5
TOTAL	17	11	50	42

Roosevelt Williams and Armory # of uses	Monthly		Year-to-Date	
	2024-2025	2025-2026	2024-2025	2025-2026
Roosevelt Will. Meeting Room	1	9	13	22
Armory	10	10	14	12
TOTAL	11	19	27	34

n/a - Figures not available

September 2025



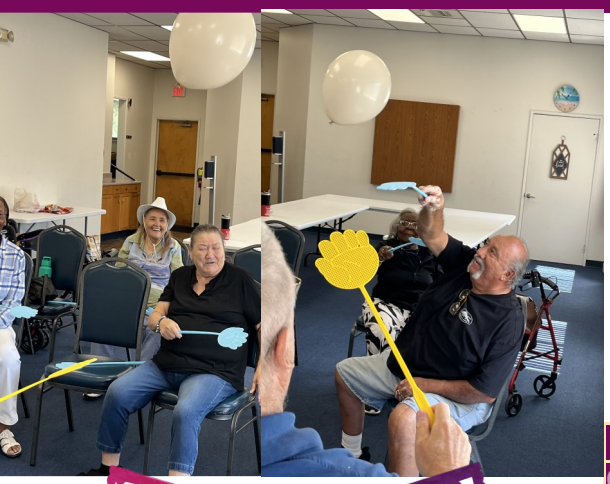


We are having a blast this soccer season! The families and coaches are so active with the program and make sure every game is a great time for the kids.

Youth Sports	# of Participants Monthly 2025-2026	# of Participants Year to Date 2025-2026	# of Teams Year-to-Date 2025-2026	Facility Visits Year To Date 2025-2026
Youth Basketball	0	0	0	0
Youth Flag Football	0	0	0	0
Youth Soccer	139	174	11	1056
Smart Start	0	0	0	0
TOTAL	139	174	11	1056
Adult Sports	**# of Participants Monthly 2025-2026**	**# of Participants Year to Date 2025-2026**	**# of Teams Year-to-Date 2025-2026**	**Facility Visits Year To Date 2025-2026**
Adult Softball	NO	NO	NO	NO
Adult Basketball	NO	NO	NO	NO
TOTAL	0	0	0	0

Volunteers	# of Volunteers Monthly 2025-2026	Hours volunteered Monthly 2025-2026	# of Volunteers Year to Date 2025-2026	Hours volunteered Year To Date 2025-2026
Coaches	13	39	15	69
Events	0	0	0	0
Senior Center	14	243	50	796
TOTAL	14	282	65	865

n/a - Figures not applicable min - Minimum participation not met NO - Not offered



For September, we celebrated Hispanic Heritage month and the coming of fall! We also got some exercise by playing fly swatter volleyball.



Classes/Programs	# of Participants Monthly 2025-2026	# of Participants Year to Date 2025-2026
Games & Puzzles	41	143
Bingo & Loteria	106	307
Health & Wellness Classes	153	565
Crafts & Activities	91	187
Pool Table	5	28
Education Classes	55	217
Movies	12	75
Events	45	222
Sponsored Social Programs	30	161
Presentations	10	48
TOTAL	548	1953

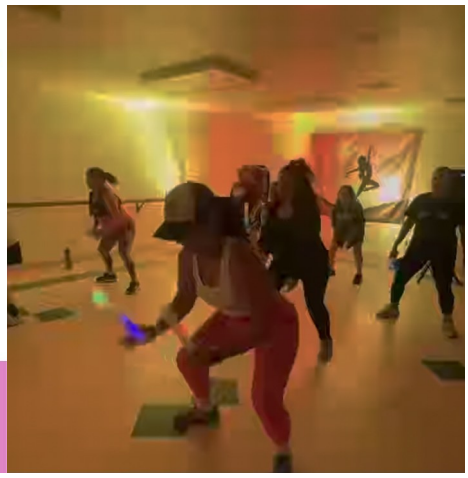


Services	# of Participants Monthly 2025-2026	# of Participants Year to Date 2025-2026
Fill the Cupboard	23	113
Computer Lab	34	89
Daily Meals	733	2206
Paralegal	1	2
Phone / Walk-in Referrals	129	448
Morning Greeters	110	301
Food Vouchers / Salvation Army/Other Services/Library	1	64
Happiness Campaign	0	158
Boutique	118	319
Cool/Warm Center	0	31
Morongo Moravian Gifts	0	0
Total	1149	3721

September 2025







Walk it out fitness is a low impact dance exercise class that gets the body moving! People are having so much moving that they forget they're exercising.

Classes/Programs	# of Participants Monthly 2025-2026	# of Participants Year to Date 2025-2026	Facility Visits Year To Date 2025-2026
Adult Programs/Classes	168	569	729
Youth Programs/Classes	63	157	517
Special Needs Programs/Classes	167	396	396
Day Camp	0	250	1250
Open Gym Basketball	35	60	60
Open Gym Pickleball	7	147	147
Open Gym Volleyball	0	0	0
TOTAL	440	1599	3099



Transit Passes

We have come to know and bond with our bus riders either through phone call, from when they check in on the schedule, or in person, when they come to purchase their pass. We are grateful to be of service to them and to notify them that bus rides will be free for all Banning residents.

7
September 2025



Bus Passes Purchased	# of Passes Monthly	# of Passes Year to Date
	2025-2026	2025-2026
Day Pass	n/a	n/a
Disabled Bus Pass	0	1
General Bus Pass	0	0
Senior Bus Pass	1	1
Youth Bus Pass	n/a	n/a
Banning Student Bus Pass	0	0
General Ticket Book	1	3
Senior Disabled Ticket Book	0	0
Dial-A-Ride 10 ticket Pass	n/a	n/a
TOTAL	2	5

Ridership Numbers	# of Passengers Monthly	# of Passengers Year to Date
	2025-2026	2025-2026
Senior/Disabled Passengers	2667	5281
General Passengers	5714	16989
Non Resident Riders	887	2378
Cabazon Zone Passengers	747	2629
Youth Passengers	113	279
Student Passengers	1149	2926
Veteran Passengers	35	94
Dial-A-Ride Passengers	386	1223
TOTAL	11698	34502





n/a - Figures not applicable min - Minimum participation not met NO - Not offered

Aquatics

8
September 2025

September	Monthly Visits 2024-2025	Monthly Visits 2024-2025	Yearly Visits 2024-2025
Child Admission	0	0	2929
Adult Admission	0	0	1929
Senior Admission	0	0	228
Lap Swim Adult	0	0	6
Lap Swim Senior	0	0	53
Adult Swim Lessons	0	0	8
Children's Lessons	0	0	2892
Senior Water Exercise	0	0	44
Aqua Zumba	0	0	272
Pool Rentals:	0	0	1800
Dive-In Movie Admission	0	0	1017
Cabana Rentals	0	0	350
TOTAL	0	0	11529

We look forward to seeing everyone next summer for more pool fun!





n/a - Figures not applicable min - Minimum participation not met NO - Not offered

Thank you to everyone who came to celebrate at the Hispanic Heritage event! We appreciate every single person who came together to make a day of fun, food, music, and a beautiful community coming together.

Special Events	Year-to-Date	
# Participants/Attendees	2025-2026 Monthly	2025-2026
July 4th Celebration	0	2500
Evening Concert Series	0	5000
Hispanic Heritage	1200	1200
Glow Party	0	180
Lego Party	0	0
Halloween Trunk or Treat	0	0
Family Color Run	0	0
Beary Party	0	0
Santa Shoppe & Pancake Breakfast	0	0
Polar Express Party	0	0
Christmas at the Ranch	0	0
Paint Party	0	0
Disaster Expo	0	0
Total:	1200	8880



n/a - Figures not applicable min - Minimum participation not met NO - Not offered

September

September 2025

10

The Outdoor Equity Program seeks to provide outdoor experiences and opportunities to the Banning community. Combining education and the outdoors, the Outdoor Equity Program allows participants to seek enriching outdoor experiences through trips, programs and activities focusing on the surrounding outdoors. One of these programs is the community clean ups, where people can take the initiative to clean up the community around them.

This program funded by the Outdoor Equity Grants Program, created through AB 209 and administered by California State Parks, Office of Grants and Local Services.

September	Monthly Events/ Activities 2025-2026	Monthly Participants 2025-2026	Yearly Participants 2025-2026
Community Clean Ups	1	10	10
Teen Development	1	9	53
Events	0	0	0
Programs	0	0	0
Trips	1	56	117
TOTALS	2	75	180



CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Holly Stuart, Public Works Program Manager** **Arturo Vela, Director of Public / Interim City Manager**
MEETING DATE:	**November 12, 2025**
SUBJECT:	**Community Cleanup and Compost Giveaway Event Update**

RECOMMENDATION:

Receive and file.

BACKGROUND:

The City of Banning has partnered with Waste Management as part of the solid waste franchise agreement to provide three free bulky item collection events for residential accounts per calendar year. The third bulky item collection event for this year was held on October 18, 2025, at Dysart Park offering residents the opportunity to dispose of unwanted items including, but not limited to, appliances, mattresses, green waste, e-waste and so forth. This event also offers residents paper shredding and the collection of household batteries.

This latest event welcomed 558 vehicles. An accumulation of 51.73 tons of municipal solid waste, 9.19 tons of green waste, 6.19 tons of white goods/metal, 6.15 tons of paper shredding, 2.76 tons of E-waste, and 2.54 tons of mattresses were collected over the duration of 5 hours. Waste Management collected a grand total of 78.56 tons of waste, of which 26.83 tons were successfully diverted from the landfill. Furthermore, four (4) barrels of household batteries were collected during the event.

According to Waste Management's calculations, these recycling efforts resulted in the following benefits:

- Saved 123,017 kWh of electricity. Enough electricity to power 11 households for one year.
- Reduced GHG emissions by 4 metric tons. Equivalent to taking 3 passenger cars off the road for one year.
- Kept 5,514 lbs of solid waste out of the landfill. The amount of trash generated by 3 households in one year.
- Kept 1,351 lbs of hazardous materials out of the environment.

In addition to the collection of bulky waste at Dysart Park, the City included a compost station, giving away free compost to the community. Twenty-three (23) residents obtained compost on the day of the event. Any unused compost that was not given away was disbursed and utilized on City properties throughout the community. Incorporating the free compost giveaway supports the City's compliance goals in achieving targets identified by the State and SB 1383 requirements to purchase and utilize organic waste materials. In all, Waste Management provided 18 tons of compost for the giveaway.

JUSTIFICATION:

The City's Bulky Item Collection and Compost Giveaway events continue to be a success and provide a

great service to our community. The events aid in keeping the community clean through reducing the amount of waste that may otherwise be illegally dumped throughout the City and its rights-of-ways. Events for calendar year 2026 are scheduled for the third Saturdays of January, April and October.

FISCAL IMPACT:

Event staff and material costs were funded by the Refuse fund.

ALTERNATIVES:

None.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Event Pictures 10.18.25.docx

Staff Report: Bulky Item Collection & Compost Giveaway
October 18, 2025
558 Vehicle Trips

BULKY ITEM COLLECTION & COMPOST GIVEAWAY EVENT PICTURES













Staff Report: Bulky Item Collection & Compost Giveaway
October 18, 2025
558 Vehicle Trips











CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Arturo Vela, Interim City Manager**

PREPARED BY: **Shah Nawaz, Deputy Water/Wastewater Director**

MEETING DATE: **November 12, 2025**

SUBJECT: **Issuance of "Tier II Public Notice" due to Exceedance of Hexavalent Chromium Maximum Containment Level.**

RECOMMENDATION:

Receive and file.

BACKGROUND:

The City of Banning operates multiple groundwater production wells that supply the municipal drinking water system. In June 2023, the State Water Resources Control Board (SWRCB), Division of Drinking Water (DDW) re-established a maximum contaminant level (MCL) of 10 parts per billion (ppb) for Hexavalent Chromium (Cr-6) and required water systems to conduct initial compliance sampling and prepare a Cr-6 Compliance Plan following sampling results.

Hexavalent chromium is a naturally occurring element that can be present in groundwater due to local geology, though it can also originate from historical industrial uses. At the State's MCL of 10 ppb, the associated health risk is based on long-term (lifetime) exposure and is not associated with acute or immediate health effects. The City continues to monitor Cr-6 concentrations in accordance with SWRCB DDW requirements as part of its ongoing regulatory compliance program.

Recent quarterly monitoring results from Well C-02A have produced a Running Annual Average (RAA) that exceeds the State MCL of 10 ppb for hexavalent chromium. While individual sample results may vary, regulatory compliance is determined based on the four-quarter average (i.e., RAA). As a result, DDW has issued a formal Notification of Cr-6 MCL Exceedance (attached). The City also anticipates that several additional wells may reach or exceed the 10 ppb MCL in upcoming quarterly monitoring events based on current trends.

It is important to note that there has been no change in the historical groundwater quality within the City, this exceedance is solely the result of the State of California's newly established Cr-6 MCL. California and New Jersey are currently the only two states that have established an MCL for Cr-6. At the federal level, the U.S. Environmental Protection Agency (EPA) regulates Total Chromium, which includes all forms of Chromium (i.e., Chromium-3 and Chromium-6), with an MCL of 100 ppb.

JUSTIFICATION:

Because the RAA of the initial samples is over the Cr-6 MCL of 10 ppb, per Cal. Code Regs., tit. 22, § 64432. Therefore, quarterly sampling must continue and the public must be notified (attached) of the MCL exceedance by December 6, 2025. (Cal. Code Regs., tit. 22, §§ 64432, subd. (g), 64463.4, subd. (a).).

It shall be noted that a Tier 2 Public Notice:

- Is not an emergency; if it had been, the public would have been notified immediately; and
- The public does not need to stop using the water and/or an alternative water supply (e.g., bottled water).
- Must be delivered through standard billing distribution and posted in a publicly accessible location and/or online.
- Must be reviewed and approved by SWRCB DDW prior to distribution.

Due to the City's water system size, the new Cr-6 MCL does not become enforceable until October 1, 2026, and the City is not currently in violation. The City has submitted a Hexavalent Chromium Compliance Plan, currently under review by the State Water Resources Control Board, and is working collaboratively with the State to implement the required compliance steps. These efforts include evaluating wells for potential operational or rehabilitation adjustments, retaining an engineering consultant to assess and design treatment and non-treatment alternatives with associated cost estimates, securing necessary funding through rates and/or external financing, and constructing the improvements needed to achieve compliance.

Furthermore, the current California legislation SB 466 (attached) allows water systems like the City of Banning to not be considered in violation of the new Cr-6 MCL as long as they have submitted a compliance plan to the State and continue to make progress toward treatment and long-term solutions. The City has already submitted its plan, which is under State review, so the City is not currently considered out of compliance, even though Cr-6 levels are above the MCL. The City must still issue required public notices, continue monitoring, and complete the steps needed to design, fund, and build the improvements needed to meet compliance.

FISCAL IMPACT:

The City will utilize InfoSend, its existing utility billing mail service provider, to distribute the Tier 2 Public Notice to all customers. The mailing fiscal impact is $2,089.50.

ALTERNATIVES:

N/A

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. SWRCB DDW_20251017_CA3310006_CR6 MCL Exceedance.pdf
2. Tier 2 Public Notice for Hexavalent Chromium MCL Exceedance.pdf
3. SB 466.pdf

State Water Resources Control Board
Division of Drinking Water

October 17, 2025

System No. CA3310006

Perry Gerdes, Water/Wastewater Superintendent
City of Banning
P.O. Box 998
176 E. Lincoln St.
Banning, CA 92220
PGerdes@ci.banning.ca.us

HEXAVALENT CHROMIUM MAXIMUM CONTAMINANT LEVEL EXCEEDANCE

The State Water Resources Control Board, Division of Drinking Water (Division) has reviewed the results of the hexavalent chromium samples collected between March 24, 2025, and September 25, 2025, from the City of Banning's (Banning's) Well C-02A. The table below summarizes the sample results received and the running annual average.

Table 1: Hexavalent Chromium Sample Results by Source

Source Name	Quarterly Sample Date	Hexavalent Chromium Result (mg/L)
Well C-02A	3/24/2025	0.016
	6/17/2025	0.016
	9/25/2025	0.016
Running Annual Average		**0.012**

The average of the initial samples is over the hexavalent chromium maximum contaminant level (MCL) of 0.010 milligrams per liter (mg/L). (Cal. Code Regs., tit. 22, § 64432.) Therefore, quarterly sampling must continue and the public must be notified of the MCL exceedance. (Cal. Code Regs., tit. 22, §§ 64432, subd. (g), 64463.4, subd. (a).)

Instructions and template for Tier 2 public notification are included as **Enclosure No. 1**. Public notification must be completed by **November 6, 2025**. Banning must complete and submit the enclosed Public Notification Certification form (**Enclosure No. 2**) to the Division within 10 days after notification is performed.

Banning is also required to take specific actions described in the hexavalent chromium regulation, the first step of which is to develop a compliance plan that includes the following items:

- The proposed method Banning will use to achieve compliance with the hexavalent chromium MCL. The method could be providing treatment or using an alternative source. If treatment is proposed a pilot study must be included.
- The date by which Banning plans to submit the final plans and specifications for any construction related to the proposed methods of achieving compliance.
- The dates by which Banning plans to start and complete any construction of treatment or alternative source facilities.
- The dates by which Banning plans to complete a treatment operations plan associated with the proposed facilities, if applicable.

(Cal. Code Regs., tit. 22, § 64432, subd. (q).)

The compliance plan should attempt to meet the deadline(s) below, listed by system size, although we recognize that it may not be feasible in all situations.

Table 2: Hexavalent Chromium MCL Compliance Dates

System Size (service connections served on October 1, 2024)	**Compliance Date**
10,000 or more	October 1, 2026
1,000 to 9,999	October 1, 2027
Fewer than 1,000	October 1, 2028

A hexavalent chromium compliance plan template is available at bit.ly/Cr6-Rulemaking. Banning submitted a compliance plan to the Division on June 18, 2025. However, an updated compliance plan must be submitted to the Division by **January 5, 2026**, that reflects changes to the proposed methods and completion dates that may have occurred since the original submittal.

If you have any questions regarding this matter, please contact Mitchell Martinez of my staff at (619) 525-4354 or me at (619) 525-4775. You may also contact us via email at DWPDist20@waterboards.ca.gov.

Sincerely,

Chun Y. Huang
Digitally signed by Chun Y. Huang
Date: 2025.10.17 13:05:04 -07'00'
Water Boards

Chun Y. Huang, P.E.
District Engineer
Riverside District
State Water Resources Control Board – Division of Drinking Water

Enclosures: 1) Instructions for Tier 2 Hexavalent Chromium Exceedance Notice
2) Public Notification Certification Form

cc: County of Riverside, Department of Environmental Health (via email w/o encl.)

ENCLOSURE NO. 1

Instructions for Tier 2 Hexavalent Chromium Exceedance Notice Template (ONLY USE IF ISSUANCE IS BEFORE THE COMPLIANCE DATE IN THE TABLE BELOW.)

Template Attached

An exceedance of the hexavalent chromium maximum contaminant level (MCL) requires Tier 2 notification, and you must provide public notice to persons served as soon as practical but within 30 days after learning of the exceedance [California Code of Regulations (CCR) title 22, chapter 15, section 64463.4(b)]. However, such an exceedance is not considered a violation until after the applicable compliance date (see table below). **Each water system required to give public notice must submit the notice to the State Water Resources Control Board, Division of Drinking Water (DDW) for approval prior to distribution or posting, unless otherwise directed by the DDW [64463(b)].**

System Size (service connections served on October 1, 2024)	**Compliance Date**
10,000 or more	October 1, 2026
1,000 to 9,999	October 1, 2027
Fewer than 1,000	October 1, 2028

Notification Methods

You must use the methods summarized in the table below to deliver the notice to consumers. If you mail, post, or hand deliver the notice, print your notice on letterhead, if available.

The notice attached is appropriate for the notification methods described below. However, you may wish to modify it before using it for posting. If modified, the notice must still include all the required elements, including the health effects and mandatory language, which must be in italics [22 CCR 64465].

Community Water Systems must use the primary method below and one or more secondary methods to reach persons not likely to be reached by the primary method.

Primary Method

1. Mail or direct delivery. The notice must be distributed to each customer receiving a bill including those that provide their drinking water to others (for example schools or school systems, apartment building owners, or large private employers), and other service connections to which water is delivered by the water system.

Secondary Methods (use one or more of the following methods to reach persons not likely to be reached by the primary method)

1. Publication in a local newspaper.

2. Posting in conspicuous public places served by the water system or on the internet. The notice must be posted in place for as long as the exceedance or occurrence continues, but in no case less than seven days.
3. Delivery to community organizations.

Non-Community Water Systems must use the primary method below and one or more secondary methods to reach persons not likely to be reached by the primary method.

Primary Method

1. Posting in conspicuous locations throughout the area served by the water system. The notice must be posted in place for as long as the exceedance or occurrence continues, but in no case less than seven days.

Secondary Methods (use one or more of the following methods to reach persons not likely to be reached by the primary method)

1. Publication in a local newspaper or newsletter distributed to customers.
2. Email message to employees or students.
3. Posting on the internet or an intranet. The notice must be posted in place for as long as the exceedance or occurrence continues, but in no case less than seven days.
4. Direct delivery to each customer.

Multilingual Requirement

The notice must contain information in Spanish regarding the importance of the notice or contain a telephone number or address where Spanish-speaking residents may contact the public water system to obtain a translated copy of the notice or assistance in Spanish.

If any non-English-speaking group, other than Spanish-speaking, exceeds 1,000 residents, or 10 percent of the residents served by the public water system, the notice must include (1) information in the appropriate language(s) regarding the importance of the notice or (2) the telephone number or address where such individuals may contact the water system to obtain a translated copy of the notice from the water system or assistance in the appropriate language.

Population Served

Make sure it is clear who is served by your water system -- you may need to list the areas you serve.

Corrective Action

In your notice, describe corrective actions you are taking. Do not use overly technical terminology when describing treatment methods. Listed below are some steps commonly taken by water systems with chemical or radiological violations/exceedances. Use one or more of the following actions, if appropriate, or develop your own:

- “We are working with [local/state agency] to evaluate the water supply and researching options to correct the problem. These options may include treating the water to remove hexavalent chromium or connecting to [system]’s water supply.”
- “We have stopped using the contaminated well. We have increased pumping from other wells, and we are investigating drilling a new well.”
- “We will increase the frequency at which we test the water for hexavalent chromium.”
- “We have since taken samples at this location and had them tested. They show that we meet the standards.”

After Issuing the Notice

Send a copy of each type of notice and a certification that you have met all the public notice requirements to the DDW within ten days after you issue the notice [22 CCR 64469(d)]. Public water systems must also issue a certification that they have met all the public notice requirements for any repeat notices in addition to meeting any repeat notice requirements the DDW sets.

It is recommended that you notify health professionals in the area of the exceedance. People may call their doctors with questions about how the exceedance may affect their health, and the doctors should have the information they need to respond appropriately.

It is a good idea to issue a “problem corrected” notice when the MCL is no longer being exceeded.

IMPORTANT INFORMATION ABOUT YOUR DRINKING WATER

Este informe contiene información muy importante sobre su agua potable.

Tradúzcalo o hable con alguien que lo entienda bien.

[System] Has Levels of Hexavalent Chromium Above the Drinking Water Standard

This is not an emergency. As our customers, you have a right to know what you should do, what happened, and what we are doing to correct this situation.

We routinely monitor for the presence of drinking water contaminants. Water sample results received on [date] showed hexavalent chromium levels of [level and units]. This is above the standard, or maximum contaminant level (MCL), of 0.010 milligrams per liter (10 ppb). We are working with the State Water Resources Control Board to address this exceedance and comply with the MCL within a compliance timeline.

What should I do?

- **You do not need to use an alternative water supply (e.g., bottled water).**
- This is not an emergency. If it had been, you would have been notified immediately. However, *some people who drink water containing hexavalent chromium in excess of the MCL over many years may have an increased risk of getting cancer.*
- If you have other health issues concerning the consumption of this water, you may wish to consult your doctor.

What happened? What is being done?

- A new Hexavalent Chromium MCL of 10 ppb became effective October 1, 2024.
- Hexavalent chromium was detected at levels that exceed the MCL. However, a water system of our size is not considered in violation of the Hexavalent Chromium MCL until after [INSERT APPLICABLE TABLE 64432-B COMPLIANCE DATE].
- We [are working to complete / have completed] a Hexavalent Chromium Compliance Plan that [will be reviewed / is being reviewed / has been approved] by the State Water Resources Control Board.
- We are working with the State Water Resources Control Board to address this exceedance and comply with the MCL. Specifically, we are [Describe actions taken (may include pilot studies, environmental review, funding applications, etc.) and planned actions (may include treatment, source changes, etc.)] [*Optional: discuss approved compliance plan if already approved by DDW*].
- We anticipate resolving the problem by [estimated time frame (*Compliance plan finalization date, if applicable*)].

State Water Resources Control Board *, 2024*

For more information, please contact [name of contact] at [phone number] or [mailing address].

Please share this information with all the other people who drink this water, especially those who may not have received this notice directly (for example, people in apartments, nursing homes, schools, and businesses). You can do this by posting this public notice in a public place or distributing copies by hand or mail.

If you are a school or school system, the owner or operator of residential rental property, or the owner or operator of a business property, then you are legally required to notify the following people of the information in this notice within ten days of your receipt of this notice:

- SCHOOLS: You must notify school employees, students, and parents (if the students are minors).
- RESIDENTIAL RENTAL PROPERTY OWNERS OR MANAGERS (including nursing homes and care facilities): You must notify tenants.
- BUSINESS PROPERTY OWNERS, MANAGERS, OR OPERATORS: You must notify employees of businesses located on the property.
- If you fail to notify the above people, you shall be civilly liable up to $1,000 per day for each day that you fail to notify them. (Health & Saf. Code, §§ 116450, subd. (g); 116650, subd. (e).)

This notice is being sent to you by [system].

State Water System Number: [Insert water system number].

Date distributed: [Insert date the notice is distributed].

ENCLOSURE NO. 2

Public Notification Certification
Hexavalent Chromium MCL Exceedance
Name of Water System: City of Banning
System Number: CA3310006

This form, when completed and sent to dwpdist20@waterboards.ca.gov for the Division of Drinking Water, Riverside District at 2375 Northside Drive, Suite 100, San Diego, CA 92108, certifies that the required actions listed below were completed and public notification of water users was performed as required by California Code of Regulations, title 22, sections 64463 through 64465.

THIS FORM MUST BE COMPLETED AND RETURNED TO THE STATE WATER BOARD, DIVISION OF DRINKING WATER, NO LATER THAN NOVEMBER 16, 2025

Required Action	Date Completed
Public Notification (see below)	

Attach a copy of the public notice distributed to the water system's customers.

Public notification for the exceedance of the **hexavalent chromium MCL** was conducted on:_____ (date), for **Quarter 3, 2025** using the following delivery and good-faith efforts (check all that apply and fill in requested information):

☐ The notice was distributed by mail or direct delivery to each customer.

Secondary notification requirements for all systems

One or more of the following methods were used to notify persons (such as renters, students, patients, prison inmates, etc.) not likely to be reached by mailing or direct delivery.

☐ Posted the notice at the following conspicuous locations served by the water system. (If more space is needed, please attach a list of locations). _____

_____

☐ Publication of the notice in a local newspaper or newsletter of general circulation (attach a copy of the published notice, including name of newspaper and date published).

☐ Posted the notice on the Internet at www._____

☐ Other method used to notify customers. _____

I hereby certify that the above information is factual.

Certified by: Printed Name _____ Title_____

Signature _____

Date _____

Disclosure: Be advised that the California Health and Safety Code sections 116725 and 116730 state that any person who knowingly makes any false statement on any report or document submitted for the purpose of compliance with the Safe Drinking Water Act may be liable for a civil penalty not to exceed five thousand dollars ($5,000) for each separate violation or, for continuing violations, for each day that violation continues, or may be charged with a misdemeanor, punishable with a fine of up to $25,000 for each day of violation, or by imprisonment in the county jail not to exceed one year, or by both the fine and imprisonment.

City of Banning

IMPORTANT INFORMATION ABOUT YOUR DRINKING WATER

Este informe contiene información muy importante sobre su agua potable.
Tradúzcalo o hable con alguien que lo entienda bien.

City of Banning Has Levels of Hexavalent Chromium Above the Drinking Water Standard

This is not an emergency. As our customers, you have a right to know what you should do, what happened, and what we are doing to correct this situation. We routinely monitor for the presence of drinking water contaminants. Water sample results between March 24, 2025 through September 25, 2025, showed hexavalent chromium levels of 0.016 milligrams per liter (mg/L) or 16 parts per billion (pbb). This is above the standard, or maximum contaminant level (MCL), of 0.010 mg/L or (10 ppb). We are working with the State Water Resources Control Board to address this exceedance and comply with the MCL within a compliance timeline.

What should I do?

- **You do not need to use an alternative water supply (e.g., bottled water).**
- This is not an emergency. If it had been, you would have been notified immediately. However, *some people who drink water containing hexavalent chromium in excess of the MCL over many years may have an increased risk of getting cancer.*
- If you have other health issues concerning the consumption of this water, you may wish to consult your doctor.

What happened? What is being done?

- A new Hexavalent Chromium MCL of 10 ppb became effective October 1, 2024.
- Hexavalent chromium was detected at levels that exceed the MCL. However, a water system of our size is not considered in violation of the Hexavalent Chromium MCL until after October 1, 2026.
- We submitted a Hexavalent Chromium Compliance Plan that is being reviewed by the State Water Resources Control Board.
- We are working with the State Water Resources Control Board to address this exceedance and comply with the MCL. Specifically, the City will undertake the following milestones to achieve compliance including but not limited to:
    - Investigate wells to identify opportunities for well modifications to reduce Chromium 6 concentrations with the new MCL; and

- Hire an engineering consultant to evaluate and design treatment and non-treatment options; prepare detailed engineering plans, specifications, and estimates including capital and annual operations and maintenance costs; and
- Raise capital via rate increases, grants, loans, bond issuance etc., to implement the City's MCL compliance strategy; and
- Construct the identified water system improvements to comply with the MCL.

- Compliance Plan has been prepared and submitted to Division of Drinking Water (DDW) and is currently pending approval.

For more information, please contact Perry Gerdes at (951) 232-9236 or via email at pgerdes@banningca.gov. Para más información en español, comuníquese con Agustine Garcia al (951) 669-8161 o por correo electrónico a aggarcia@banningca.gov.

Please share this information with all the other people who drink this water, especially those who may not have received this notice directly (for example, people in apartments, nursing homes, schools, and businesses). You can do this by posting this public notice in a public place or distributing copies by hand or mail.

If you are a school or school system, the owner or operator of residential rental property, or the owner or operator of a business property, then you are legally required to notify the following people of the information in this notice within ten days of your receipt of this notice:

- SCHOOLS: You must notify school employees, students, and parents (if the students are minors).
- RESIDENTIAL RENTAL PROPERTY OWNERS OR MANAGERS (including nursing homes and care facilities): You must notify tenants.
- BUSINESS PROPERTY OWNERS, MANAGERS, OR OPERATORS: You must notify employees of businesses located on the property.
- If you fail to notify the above people, you shall be civilly liable up to $1,000 per day for each day that you fail to notify them. (Health & Saf. Code, §§ 116450, subd. (g); 116650, subd. (e).)

This notice is being sent to you by the City of Banning.
State Water System Number: CA3310006
Date distributed: 11/13/2025

SB 466

The people of the State of California do enact as follows:

SECTION 1.Section 116341 is added to the Health and Safety Code, to read:116341.

(a)Except as provided in subdivision (e) and subject to subdivision (b), a public water system shall not be determined, held, considered, or otherwise deemed in violation of the primary drinking water standard for hexavalent chromium while implementing a state board approved compliance plan. A public water system that has submitted a compliance plan for approval shall not be determined, held, considered, or otherwise deemed in violation of the primary drinking water standard for hexavalent chromium while state board action on the proposed and submitted compliance plan is pending.

(b)This section only applies to a public water system that meets the total chromium maximum contaminant level (MCL) enforceable standard for drinking water in California.

(c)This section does not affect the states requirements for establishing drinking water standards for contaminants in drinking water. This section does not apply to any contaminants other than hexavalent chromium.

(d)This section shall not apply if a hexavalent chromium MCL compliance plan is rejected by the state board.

(e)This section does not affect the authority of the state board or the Attorney General to enforce any applicable law or regulation regarding hexavalent chromium, including a state board-approved hexavalent chromium MCL compliance plan.

Source: https://calmatters.digitaldemocracy.org/bills/ca_202520260sb466

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Patrick Safari, Capital Improvement Projects Manager** **Nathan Smith, Deputy Director of Public Works/City Engineer**
MEETING DATE:	**November 12, 2025**
SUBJECT:	**Authorize the City Manager to sign the Notice of Completion for Project No. 2022-05, "Ramsey Street and Omar Street Intersection Improvements" as complete and direct the City Clerk to record the Notice of Completion.**

RECOMMENDATION:

Authorize execution of the Notice of Completion.

BACKGROUND:

On May 27, 2025 City Council adopted Resolution 2025-77, awarding a construction contract to Van Engineering, Inc. for Project No. 2022-05 "Ramsey Street and Omar Street Intersection Improvements". The project was approved in the amount of $714,949.40 including 10% contingency.

The principal items of work included the safety improvement of the intersection of Ramsey Street and Omar Street by providing a left turn pocket for eastbound traffic heading north on Omar Street, installation of access ramps on Omar Street and sidewalk on Ramsey Street.

One project change order was processed in the amount of $52,945 for quantity overages on asphalt, grind and overlay, curb and gutter, and sidewalk. There were credits totaling $18,702 for unused bid quantities. The final amount paid to the contractor was less than the total amount authorized by City Council.

JUSTIFICATION:

The lowest qualified bidder, Van Engineering, Inc. was awarded the contract and work was completed on October 3, 2025. Public Works staff verified through inspections that the workmanship, materials, and procedures were satisfactory, and that the contract had met the required contract obligations.

FISCAL IMPACT:

The project was awarded in the amount of $649,954 with a 10% contingency for a total budget of $714,949.40. The final contract amount was $684,197.

ALTERNATIVES:

The City Council may not accept the project as complete, which would keep the project open and prevent the release of retention funds to the contractor.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. NOC Ramsey and Omar.docx
2. Resolution No. 2025-077.pdf

Recording Requested by:
Office of the City Clerk
City of Banning
P.O. Box 998
Banning, California 92220

Exempt from Recording Fees Pursuant to Government Code §6103

NOTICE OF COMPLETION

PROJECT NO. 2022-05, "RAMSEY STREET AND OMAR STREET INTERSECTION IMPROVEMENTS"

THIS NOTICE OF COMPLETION IS HEREBY GIVEN by the OWNER, the City of Banning, a municipal corporation, pursuant to the provisions of Section 9204 of the Civil Code of the State of California, and is hereby accepted by the City of Banning, pursuant to authority conferred by the City Council this November 12, 2025, and the grantees consent to recordation thereof by its duly authorized agent.

That the OWNER, the City of Banning, and Van Engineering, Inc. of Wildomar, California, the vendee, entered into an agreement dated May 27, 2025, for Project No. 2022-05, "Ramsey Street and Omar Street intersection Improvements".

The principal items of work include the safety improvement of the intersection of Ramsey Street and Omar Street by providing a left turn pocket for eastbound traffic heading north on Omar Street, installation of access ramps on Omar Street and sidewalks on both Ramsey Street and Omar Street.

That the work of improvement was completed on October 3, 2025, for Project No. 2022-05, "Ramsey Street and Omar Street intersection Improvements".

(1) The Nature of Interest was civil improvements completed on October 3, 2025, for Project No. 2022-05, "Ramsey Street and Omar Street intersection Improvements".

(2) That the City of Banning, a municipal corporation, whose address is Banning City Hall, 99 E. Ramsey Street, Banning, California 92220, is completing work of improvement.

(3) That said work of improvement was performed at the intersection of Ramsey Street and Omar Street in Banning, California 92220.

(4) That the original contractor for said improvement was Van Engineering, Inc. of Wildomar, California, State Contractor's License No. 1102034.

(5) That Performance and Payment bonds were required for this project.

(6) The nature of interest is in fee.

Dated: November 12, 2025

CITY OF BANNING
A Municipal Corporation

By _____
Art Vela
Interim City Manager

ATTEST:

_____
Sandra Calderon
Acting Administrative City Clerk

APPROVED AS TO FORM:

_____
John Pinkney
City Attorney
Slovak, Baron, Empey, Murphy & Pinkney LLP

JURAT

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

State of California
County of Riverside

Subscribed and sworn to (or affirmed) before me on this ___day of _____, 2025 by _____, who proved to me on this basis of satisfactory evidence to be the person(s) who appeared before me.

(S e a l)

_____
Notary Public in and for said County and State

STATE OF CALIFORNIA }
COUNTY OF RIVERSIDE }

SANDRA CALDERON, being duly sworn, deposes and says:

That I am the Acting Administrative City Clerk of the City of Banning, which City caused the work to be performed on the real property hereinabove described, and is authorized to execute this Notice of Completion on behalf of said City; that I have read the foregoing Notice and know the contents thereof, and that the facts stated therein are true based upon information available to the City of Banning, and that I make this verification on behalf of said City of Banning. I declare under perjury that the forgoing is true and correct.

Executed on _____, 2025 at Banning, California.

_____
Sandra Calderon
Acting Administrative City Clerk
City of Banning

RESOLUTION 2025-77

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AWARDING A CONSTRUCTION CONTRACT FOR PROJECT NO. 2022-05 RAMSEY STREET AND OMAR STREET INTERSECTION IMPROVEMENTS TO VAN ENGINEERING, INC. IN THE AMOUNT OF $649,954 AND APPROVING A 10% CONTINGENCY FOR A TOTAL BUDGET OF "NOT-TO-EXCEED" $714,949.40

WHEREAS, the intersection of Ramsey Street and Omar Street poses safety issues to the motorists traveling eastbound on Ramsey Street; and

WHEREAS, on October 12, 2021, under Resolution 2021-91, the City Council approved Master Agreement 08-5214S21 and a corresponding Program Supplement Agreement No. HSIPL-5214(013); and

WHEREAS, on June 14, 2022, the City Council approved Resolution 2022-68 awarding a Professional Services Agreement for the Design of Ramsey Street and Omar Street Intersection Improvements to Albert A. Webb Associates, Inc. in the amount of $39,698; and

WHEREAS, On March 20, 2025, staff released an Invitation for Bids (IFB) for Ramsey Street and Omar Street Intersection Improvements Project on the City's public bidding platform.

WHEREAS, on May 1, 2025, in response to the IFB, three (3) bids were received ranging in costs from $617,743 to $1,123,000; and

WHEREAS, LC Paving & Sealing, Inc., the lowest bidder, was disqualified due to failure to submit the bid bond by the required deadline; and

WHEREAS, a bid bond is a crucial requirement in the procurement process, ensuring that the bidder is serious and will honor their bid if selected. Failing to submit it on time typically leads to automatic disqualification of the bid as it is often a mandatory condition for bid validity; and

WHEREAS, the Project will improve the safety of the intersection of Ramsey Street and Omar Street by providing a left turn pocket for eastbound traffic heading north on Omar Street. The project will also install access ramps on Omar Street and sidewalks on both Ramsey Street and Omar Street; and

WHEREAS, staff evaluated the bid proposals based on qualifications, cost, experience with the requested scope of services and response to the request for proposals. As a result, staff recommend the award of a Construction Contract to Van Engineering, Inc. in the amount of $649,954; and

WHEREAS, the total project budget of $714,949.40, which includes a 10% contingency, will be funded by Caltrans HSIP, SB1 and Measure A funds. The project costs are eligible and expected to be reimbursed by the State of California Department of Transportation Cycle 10 Highway Safety Improvement Program (HSIP); and

WHEREAS, appropriations from Measure A Street Fund 101 to Account No. 101-4900-431.93-16 in the amount of $324,977 and from SB1 Gas Tax Fund 102 to account 102-4904-431.93-15 in the amount of $324,977 are needed to fund the Construction Contract with Van Engineering, Inc.

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

SECTION 1. The City Council approves the Construction Contract with Van Engineering, Inc. in the amount of $649,954 and approving a 10% contingency for a total budget of "not-to-exceed" $714,949.40 for the Design of Sun Lakes Boulevard Extension.

SECTION 2. The City Council authorizes the City Manager, or their designee, to execute the Construction Contract with Van Engineering, Inc.

SECTION 3. The City Council authorizes the City Manager to make necessary non-substantive changes and to execute the Construction Contract with Van Engineering, Inc.

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

PASSED, APPROVED AND ADOPTED this 27th day of May, 2025.

Sheri Flynn, Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

John Pinkney, City Attorney
Slovak, Baron, Empey, Murphy & Pinkney, LLP

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-77, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 27th day of May, 2025 by the following vote, to wit:

AYES: Barrington, Flynn, Miller, Royce, Wallace.

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A
Construction Contract with Van Engineering, Inc.

CONTRACT (C01158)

CITY OF BANNING CONTRACT FOR
OMAR AND RAMSEY INTERSECTION IMPROVEMENTS & IFB 24-098

THIS CONTRACT ("Contract") is made and entered this _____ ("Effective Date"), by and between the CITY OF BANNING, a California municipal corporation ("City") and Van Engineering, Inc. ("Contractor"). Contractor's California State Contractor's license number is 1102034; Class A. Contractor's DIR registration number is 2000000589.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Contract Documents. The Contract Documents consist of this Contract, the Notice Inviting Bids, Instructions to Bidders, Bid (including documentation accompanying the Bid and any post-Bid documentation submitted before the Notice of Award), the Bonds, permits from regulatory agencies with jurisdiction, General Provisions, Special Provisions, Plans, Standard Plans, Standard Specifications, Reference Specifications, Addenda, Change Orders, and Supplemental Agreements. The Contract Documents are attached hereto and incorporated herein by reference.

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Ramsey/Omar Intersection Improvements ("Project"), as described in this Contract and in the Contract Documents.

3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of Six Hundred Forty-Nine Thousand Nine Hundred Fifty-Four Dollars ($649,954.00) in accordance with the prices as submitted in the Bid.

4. Incorporation by Reference. All of the following documents are attached hereto and incorporated herein by this reference: Workers' Compensation Certificate of Insurance, Additional Insured Endorsement (Comprehensive General Liability), Additional Insured Endorsement (Automobile Liability), and Additional Insured Endorsement (Excess Liability).

5. Antitrust Claims. In entering into this Contract, Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. § 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

6. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply.

7. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

8. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

9. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

10. Debarment or Suspension.

Contractor represents and warrants that, as of the Effective Date of this Agreement, Contractor is not debarred or suspended pursuant to any applicable Federal or State law providing for the debarment of contractors. Contractor shall not perform the Services with any subcontractor that has been debarred or suspended pursuant to any applicable Federal or State law providing for the debarment. Contractor and its subcontractors shall not be debarred or suspended throughout the Term of this Agreement pursuant to any applicable Federal or State law providing for the debarment of contractors. If Contractor or any subcontractor becomes debarred or suspended during the Term of this Agreement, Contractor shall immediately notify City.

11. Entire Agreement. This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.

12. Counterparts. This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed the Contract the day and year first above written.

CITY OF BANNING

By: _____
Acting City Manager Date

_____
("CONTRACTOR")

APPROVED AS TO FORM:

By: _____
City Attorney Date

By: _____
Name: Date
Title:

ATTEST:

By: _____
Administrative City Clerk Date

City Council Approval: _____

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**David Newell, Community Development Director**
MEETING DATE:	**November 12, 2025**
SUBJECT:	**Consideration of Ordinance 1613, Adopting Amendments to the Banning Municipal Code, Chapters 8 and 15, to Incorporate the 2025 California Building Standards Codes with Local Amendments and the 2025 California Fire Code with Local Amendments**

RECOMMENDATION:

Adopt Ordinance 1613

BACKGROUND:

The City enforces State model building standards and fire codes for the purpose of regulating design and construction of all structures to protect life and property. The State adopts new codes every three years and local agencies must adopt the same codes and make any local amendments with specific findings at least 30 days prior to the effective date of the new codes on January 1, 2026. The existing 2022 codes are currently found in Chapter 15 (Building and Construction) and Chapter 8 (Health and Safety) of the Banning Municipal Code (BMC) and are commonly referred to as Building, Residential, Fire, Plumbing, Mechanical, Electrical, Green and Energy Codes. The City may adopt more restrictive modifications and amendments if the City Council adopts findings relating to local climatic, topographic and geographic conditions, and files those findings with the California Building Standards Commission. The California Building Standards Commission has established January 1, 2026, as the statewide effective date for all the 2025 California Building Standards Codes.

The proposed changes to the Banning Municipal Code (BMC) are strictly for the purpose of adding language to adopt the new codes and cleaning up the existing language by removal of unnecessary or outdated language and adding some minor revisions. The proposed amendments primarily impact BMC Chapter 15 (Building and Construction) by repealing and replacing prior editions of the building standards code with 2025 code references. Other revisions include new State mandated language involving Electric Vehicle Charging permits, revisions to the City's Unreinforced Masonry (URM) Building Program (due to the obsolete language) and moves language regarding the Fire Code to Chapter 15 (from Chapter 8 Health and Safety) as this language falls specifically under Title 24 regulation.

On October 28, 2025, the City Council held a public hearing on Ordinance 1613 and voted 5-0 to introduce the ordinance with the City Clerk reading it by title only. Prior to taking this action, staff provided a revised Exhibit A of the Ordinance and the Council's motion included incorporating this revision. Revised Exhibit A is included as an attachment to this report.

This report is provided for the City Council to waive further reading and adopt the ordinance. The ordinance shall be effective on January 1, 2026.

JUSTIFICATION:

Under California law, local jurisdictions are required to adopt the most recent edition of the California Building Standards Code (Title 24 of the California Code of Regulations). Specifically, California Health and Safety Code Sections 17958, 18941.5, and 13869 mandate that cities adopt the updated codes within 180 days of publication by the California Building Standards Commission (CBSC). Failing to adopt the updated code would place the City out of compliance with state law, potentially exposing it to legal and liability risks.

ENVIRONMENTAL DETERMINATION:

The Ordinance is exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15061(b)(3) of the CEQA Guidelines, since it can be seen with certainty that the adoption of the Ordinance would not have potential for causing a significant effect on the environment, either directly or indirectly and is exempt from further review (14 Cal. Code Regs. Section 15061(b)(3), ”general rule” provision). The Ordinance is also exempt from the requirements of CEQA pursuant to CEQA Guidelines Sections 15307 and 15308 as an action by a regulatory agency taken to protect the environment and natural resources.

FISCAL IMPACT:

There is no direct fiscal impact related to the City for this action.

ALTERNATIVES:

Provide alternative direction to staff.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Ordinance 1613
2. Ordinance 1613 - Exhibit A Amending Title 15 (Legislative Copy)
3. Ordinance 1613 - Exhibit B Repealing Chapter 8.16.pdf

ORDINANCE NO. 1613

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE ADOPTION OF THE 2025 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE, (CALIFORNIA CODE OF REGULATIONS, TITLE 24), PARTS 1, 2, 2.5, 3, 4, 5, 6, 7, 8, 9, 10, 11 AND 12 AND APPENDICES WITH AMENDMENTS BY AMENDING PORTIONS OF TITLE 15 "BUILDING AND CONSTRUCTION," ADDING CHAPTER 15.10 (FIRE CODE) WITH AMENDMENTS, ADDING CHAPTER 15.11 (WILDLAND-URBAN INTERFACE), ADDING CHAPTER 15.18 (RESTROOM FACILITIES), ADDING CHAPTER 15.26 (GRADING), RETAINING CHAPTERS 15.36, 15.44, 15.48, 15.52, 15.56, 15.60, 15.64, 15.68, 15.72 AND 15.76 AS UNCHANGED, AND REPEALING CHAPTERS 8.16 (FIRE PROTECTION CODE) AND 15.28 (FIRE DISTRICTS) OF THE BANNING MUNICIPAL CODE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BANNING, RIVERSIDE COUNTY, STATE OF CALIFORNIA AS FOLLOWS:

SECTION 1. CEQA. The City Council finds that the actions contemplated by this Ordinance are exempt from the California Environmental Quality Act (CEQA) pursuant to 15061(b)(3), CEQA review is not required because there is no possibility that this Ordinance may have a significant effect upon the environment and the proposed text amendments constitute a minor alteration in a land use limitation under CEQA Guidelines Section 15305, and such a land use limitation is a permissible exercise of the City's zoning powers.

SECTION 2. Severability. The City Council hereby declares that if any provision, section, paragraph, sentence, or word of this Ordinance is rendered or declared to be invalid or unconstitutional by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, such invalidity shall not affect the other provisions, sections, paragraphs, sentences, or words of this Ordinance, and to this end the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed, and the balance of the Ordinance enforced.

SECTION 3. Prosecution of Prior Ordinances. Neither the adoption of this Ordinance nor the repeal of any other ordinance of this City shall in any manner affect the prosecution of any violation of any City ordinance or provision of the City of Banning Municipal Code, committed prior to the effective date hereof, nor be construed as a waiver of any penalty or the penal provisions applicable to any violation thereof.

SECTION 4. Findings. The City Council hereby finds and determines that facts exists to approve amendment to the Banning Municipal Code pursuant to California Health & Safety Code Section 17958, 17958.5, 17958.7, and/or 18941.5 that the proposed amendments to the 2025 edition of the California Building Standards Code,(California Code of Regulations, Title 24), Parts 1, 2, 2.5, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, are necessary for local climatic, geological or topographical conditions, or are of an administrative or procedural nature, and/or do not modify building

standards and are reasonably necessary to safeguard life and property within the City; the findings are set forth on Exhibit A, which exhibit is attached hereto and made a part thereof.

SECTION 5. Approval. The City Council hereby approves Ordinance 1613 amending various Chapter within Title 15 "Building and Construction", Adding Chapter 15.10 "Fire Code" with amendments to Title 15, Adding Chapter 15.11 "Wildland-Urban Interface" to Title 15, Adding Chapter 15.18 "Restroom Facilities" to Title 15, Adding Chapter 15.26 "Grading" to Title 15, and Repealing Chapter 15.28 "Fire District", as set forth on Exhibit A. Exhibit A is attached hereto and incorporated herein by this reference.

The City Council hereby approves Repeal of Chapter 8.16, "Fire Protection Code" in its entirety, as set forth on Exhibit B. Exhibit B is attached hereto and incorporated herein by this reference.

Chapters 15.36, 15.44, 15.48, 15.52, 15.56, 15.60, 15.64, 15.68, 15.72, and 15.76 are not amended by this ordinance and remain unchanged.

SECTION 6. Effective Date and Publication. The Mayor shall sign, and the City Clerk shall certify to the passage of this Ordinance and cause the same or a summary thereof to be published within 15 days after adoption in accordance with Government Code Section 36933. This Ordinance shall take effect 30 days after adoption in accordance with Government Code Section 36937 or January 1, 2026, whichever is later.

NOW, THEREFORE, BE IT ORDAINED that the City Council of the City of Banning, California, approves an amendment to the City of Banning Municipal Code.

INTRODUCED AND READ for the first time and ordered posted at a regular meeting of the City Council of the City of Banning, California, held on the 28th day of October 2025, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Banning, California, held on the 12th day of November, 2025.

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Sheri Flynn, Mayor

City of Banning

Attest: _____
Sandra Calderon, Acting Administrative City Clerk
City of Banning

Approved as to form:

_____
John Pinkney, City Attorney
Slovak, Baron, Empey, Murphy & Pinkney, LLP

Title 15
BUILDINGS AND CONSTRUCTION

Chapters:

Chapter 15.04 GENERAL PROVISIONS

15.04.010 Short title.

This title shall be known and may be cited as the "Building Ordinance of the City of Banning."

15.04.020 Authority.

This title is enacted pursuant to the authority granted to the city by California Government Code section 38660 and Health and Safety Code 15153.

15.04.030 Definitions—Construction Code controlling.

The most recent editions of the Construction Codes incorporated herein pursuant to Chapter 15.08 of this title shall provide the controlling definitions for this title.

15.04.35 Purpose.

The purpose of this article is to safeguard the life, health, property and public welfare of the citizens of the City of banning by regulating the methods of construction, sanitation, design, quality of materials, use and occupancy of all buildings and structures erected or to be erected, and all grading operations, within the jurisdiction of Banning.

15.04.040 Gender defined.

Whenever this chapter refers to any person by use of the masculine gender it shall be deemed to refer also to the feminine gender for all purposes.

15.04.050 Misdemeanor.

A. Any person who violates any provision of this title or the Construction Codes incorporated herein, including but not limited to failure to comply with any specifications or plans submitted with the building permit application, shall be guilty of a misdemeanor for each and every violation punishable by a fine of not less than one hundred dollars nor more than five hundred dollars or by imprisonment for up to ninety days or by both fine and imprisonment, unless the penalty is otherwise provided by any section of this title. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue unabated.

B. Any violation shall be corrected within five working days, and each day of violation shall be a separate offense.

C. The application of these penalties shall not prevent enforced removal of the unlawful structure or condition.

15.04.060 Issuance of citations by chief building official.

A. The chief building official and his or her designees are authorized by the city council, pursuant to sections 832, 836.5 and 19d of the California Penal Code and subject to the provisions thereof, to arrest a person without a warrant whenever the chief building official has reasonable cause to believe that the person to be arrested has either violated a provision of this title or the California Health and Safety Code in the building official's presence or fails to correct a violation of said provisions and therefore has committed a violation which the chief building official has the discretionary duty to enforce.

B. The chief building official and his or her designees are further authorized by the city council to issue a Notice to Appear and to release such person on his or her written promise to appear in court, pursuant to sections 853.5 and 853.6 of the California Penal Code. Under no circumstances may the building official take the person to be arrested into custody. In the event that the person to be arrested demands to be taken before the magistrate or refuses to provide his or her written promise to appear in court, the chief building official shall either summon a Banning police officer, explain the situation, and request that the Banning police officer arrest the person and take the person into custody, or seek the assistance of the city attorney.

15.04.070 Enforcement

A. Authorization. The Police Department, Fire Department, Utilities Division, Building Official, and other persons designated by the City Manager are authorized to enforce the various provisions of this code under their respective authority or as is specifically assigned to them by the City Manager or City Council.

B. Powers of Arrest. Officials and employees designated to enforce provisions of this code have authority to issue citations for violations of the provisions of this code. Police officers have full authority to arrest persons for violations of the provisions of this code pursuant to any applicable provision of the Penal Code.

Chapter 15.08 CONSTRUCTION CODES

15.08.010 Incorporation by reference.

A. Except as otherwise provided in this chapter, for the purposes of prescribing regulations for erecting, construction, enlargement, alteration, repair, improving, removal, conversion, demolition, occupancy, equipment use, height, and area of building and structures, the following construction codes ~~are hereby adopted by reference as "Chapter 8.16, Fire Protection Code," and all appendices, tables, and indices thereto, as the same existed on December 31, 2022,~~ are hereby adopted by reference and incorporated as if fully set out herein, and the provisions thereof shall be controlling within the limits of the city.

1. California Fire Code, 2025~~2 Edition , based on the 2021 International Fire Code® California Code of Regulations,~~ Title 24, Part 9.

2. California Administrative Code, 2025, Title 24, Part 1

3. California Building Code, 2025, Title 24, Part 2, Volume 1 and 2, and all related Appendices including Appendices A-P

4. California Residential Code, 2025, Title 24, Part 2.5

5. California Electrical Code, 2025, Title 24, Part 3

6. California Mechanical Code, 2025, Title 24, Part 4

7. California Plumbing Code, 2025, Title 24, Part 5, and all related Appendices including A-M

8. California Energy Code, 2025, Title 24, Part 6

9. California Historic Building Code, 2025, Title 24, Part 8

10. Wildland-Urban Interface Code, 2025, Title 24, Part 7

11. California Existing Building Code, 2025, Title 24, Part 10

12. California Green Building Code, 2025, Title 24, Part 11

13. California Referenced Standards Code, Title 24, Part 12

14. National Fuel Gas Code

15. National Petroleum Gas Code

16. The International Property Maintenance Code

All appendices, specifications, and listings of all Codes are also hereby incorporated and adopted by reference

B. One copy of each of the ~~Fire Protection~~ Codes, described in this Section, has been deposited in the Office of the City Clerk and shall be ~~at all times~~ maintained at all times by the City Clerk for use and examination by the public.

15.08.015 Building Official

Whenever the terms "Building Official," "building inspector," "plumbing inspector," "electrical inspector," "mechanical inspector," "administrative authority," "plan reviewer", “authority having jurisdiction” or "electrical safety engineer" are used within this chapter or any other ordinance of the City, including this Code, each means the Building Official, or his/her designee.

15.08.020 Amendments to Construction Codes.

A. Notwithstanding the provisions of Section 15.08.010, ~~Section P1010.1 of~~ Appendix P ~~(~~"Emergency Housing"~~)~~ of the California Building Code, 202~~2~~5 Edition, is hereby amended to read as follows:

"P101.1 Scope.

This appendix shall be applicable to emergency housing and emergency housing facilities, as defined in Section P102. This appendix shall be applicable to homeless shelters as set forth in this Section 15.80.020 of the Banning Municipal Code."

B. Notwithstanding the provisions of Section 15.08.010, the definition of "Emergency Housing" in Section P102.1 of Appendix P of the California Building Code, 202~~2~~5 Edition, is hereby amended to read as follows:

"P102.1 General.

The following words and terms shall, for the purposes of this appendix, have the meanings shown herein. Refer to Chapter 2 of the California Building Code for general definitions.

EMERGENCY HOUSING. Housing in a permanent or temporary structure(s), occupied during a declaration of state of emergency, local emergency, or shelter crisis. Emergency housing may include, but is not limited to, buildings and structures constructed in accordance with the California Building Standards Code; and emergency sleeping cabins, emergency transportable housing units, and tents constructed in accordance

with this appendix. Emergency Housing includes "homeless shelters" as defined in Government Code Section 8698.4(c)(1)."

C. Notwithstanding the provisions of Section 15.08.010, Section P103.3 of Appendix P of the California Building Code, 202~~2~~5 Edition, is hereby amended to read as follows:

"P103.3 Occupant load.

Except as otherwise stated in this appendix, the maximum occupant load allowed in buildings and structures used as emergency housing shall be determined by the enforcing agency, but the interior floor area shall not be less than 30 square feet (2.8 m^2) for one occupant. Where more than one person occupies the building/structure, the required floor area shall be increased at a rate of 30 square feet (2.8 m^2) for each occupant in excess of one.

Exceptions:

1. Tents.
2. Recreational vehicles and park trailers designed for human habitation that meet the requirements in the Health and Safety Code, Sections 18009.3 and 18010, as applicable.
3. For emergency housing, including emergency sleeping cabins, the minimum interior floor area may be reduced to 30 square feet (2.8 m^2) if the enforcing agency determines that 30 square feet (2.8 m^2) is adequate space for a single~~-~~ occupancy sleeping unit."

D. Notwithstanding the provisions of Section 15.08.010, Section P104.1 and P104.4.1 of Appendix P of the California Building Code, 202~~2~~5 Edition, is hereby amended to read as follows:

"P104.1 The requirements of height and areas for minimum unit size sleeping cabins shall apply to temporary housing for the unhoused population within the City of Banning."

"P104.4.1 Egress window or hatch.

The bottom of the clear opening of the egress window or hatch shall not be more than 44 inches (1118 mm) above the floor. The egress window or hatch shall have a minimum net clear opening height of 24 inches (610 mm), and a minimum net clear opening width of 20 inches (508 mm). The egress window or hatch shall have a minimum net clear opening area of 5 square feet (0.465 $m^{2)}$."

E. Notwithstanding the provisions of Section 15.08.010, item 2 under "Building" of Subsection R105.2 ("Work Exempt from Permit") of Section R105 ("Permits") of Division II ("Administration") of Chapter 1 ("Scope and Application") of the California Residential Code, 202~~2~~5 Edition, is hereby amended to read as follows:

"2. Fences not over 6 feet (1829 mm) high."

F. Notwithstanding the provisions of Section 15.08.010, Section 115922 of Appendix AX ("Swimming Pool Safety Act") of the California Residential Code, 202~~2~~5 Edition, is hereby amended to read as follows:

"115922.

(a) Except as provided in Section 115925, when a building permit is issued for the construction of a new swimming pool or spa or the remodeling of an existing swimming pool or spa at a private single-family home, the respective swimming pool or spa shall be equipped with item 1 below and at least one additional of the following seven drowning prevention safety features:

(1) An enclosure that meets the requirements of Section 115923 and isolates the swimming pool or spa from the private single-family home. Any walls of the residential structure or accessory structures used to complete the isolation enclosure must have its door openings equipped with protection as required in subdivision (a)(4) or (a)(5) of Section 115922. Any such door protection device provided for this purpose may not be used to comply with the second drowning prevention feature requirement.

(2) Removable mesh fencing that meets American Society for Testing and Materials (ASTM) Specifications F2286 standards in conjunction with a gate that is self-closing and self-latching and can accommodate a key lockable device.

(3) An approved safety pool cover, as defined in subdivision (d) of Section 115921.

(4) Exit alarms on the private single-family ~~home's~~home doors that provide direct access to the swimming pool or spa. The exit alarm may cause either an alarm noise or a verbal warning, such as a repeating notification that "the door to the pool is open."

(5) A self-closing, self-latching device with a release mechanism placed no lower than 54 inches (1372 mm) above the floor on the private single-family home's doors providing direct access to the swimming pool or spa.

(6) An alarm that, when placed in a swimming pool or spa will sound upon detection of accidental or unauthorized entrance into the water. The alarm shall meet and be independently certified to the ASTM Standard F2208 "Standard Safety Specification for Residential Pool Alarms," which includes surface motion, pressure, sonar, laser and infrared type alarms. A swimming protection alarm feature designed for individual use, including an alarm attached to a child that sounds when the child exceeds a certain distance or becomes submerged in water, is not a qualifying drowning prevention safety feature.

(7) Other means of protection, if the degree of protection afforded is equal to or greater than that afforded by any of the features set forth above and has been independently verified by an approved testing laboratory as meeting standards for those features established by the ASTM or the American Society of Mechanical Engineers (ASME).

(b) Before issuance of a final approval for the completion of permitted construction or remodeling work, the local building official shall inspect the drowning safety prevention features required by this section and, if no violations are found, shall give final approval."

G. Notwithstanding the provisions of section 15.08.010, Section AZ101.1 of Appendix AZ of the California Residential Code, 202~~2~~5 Edition, is hereby amended to read as follows:

"AZ101.1 Scope.

This appendix shall be applicable to emergency housing and emergency housing facilities, as defined in Section AZ102. This appendix shall be applicable to homeless shelters as set forth in this Section 15.80.020 of the Banning Municipal Code."

H. Notwithstanding the provisions of section 15.08.010, the definition of "Emergency Housing" in Section AZ102.1 of Appendix AZ of the California Residential Code, 202~~2~~5 Edition, is hereby amended to read as follows:

"AZ102.1 General.

The following words and terms shall, for the purposes of this appendix, have the meanings shown herein. Refer to Chapter 2 of the California Residential Code for general definitions.

EMERGENCY HOUSING. Housing in a permanent or temporary structure(s), occupied during a declaration of state of emergency, local emergency, or shelter crisis. Emergency housing may include, but is not limited to, buildings and structures constructed in accordance with the California Building Standards Code; and emergency sleeping cabins, emergency transportable housing units, and tents constructed in accordance with this appendix. Emergency Housing includes "homeless shelters" as defined in Government Code Section 8698.4(c)(1)."

I. Notwithstanding the provisions of section 15.08.010, Section AZ103.3 of Appendix AZ of the California Residential Code, 202~~2~~5 Edition, is hereby amended to read as follows:

"AZ103.3 Occupant load.

Except as otherwise stated in this appendix, the maximum occupant load allowed in buildings and structures used as emergency housing shall be determined by the enforcing agency, but the interior floor area shall not be less than 30 square feet (2.8 m^2) for one occupant. Where more than one person occupies the building/structure, the required floor area shall be increased at a rate of 30 square feet (2.8 m^2) for each occupant in excess of one.

Exceptions:

1. Tents.
2. Recreational vehicles and park trailers designed for human habitation that meet the requirements in the Health and Safety Code, Sections 18009.3 and 18010, as applicable.
3. For emergency housing, including emergency sleeping cabins, the minimum interior floor area may be reduced to 30 square feet (2.8 m^2) if the enforcing agency determines that 30 square feet (2.8 m^2) is adequate space for a single- occupancy sleeping unit."

J. Notwithstanding the provisions of section 15.08.010, Section AZ104.4.1 of Appendix AZ of the California Residential Code, 2025~~2~~ Edition, is hereby amended to read as follows:

"AZ104.4.1 Egress window or hatch.

The bottom of the clear opening of the egress window or hatch shall not be more than 44 inches (1118 mm) above the floor. The egress window or hatch shall have a minimum net clear opening height of 24 inches (610 mm), and a minimum net clear opening width of 20 inches (508 mm). The egress window or hatch shall have a minimum net clear opening area of 5 square feet (0.465 m^2)."

K. Notwithstanding the provisions of section 15.08.010, footnote a. is hereby added to Figure 100.1-A ("California Climate Zones: Climate Zones for Residential and Nonresidential Occupancies") of Section 100.1 ("Definitions and Rules of Construction") of Subchapter 1 ("All Occupancies—General Provisions") of the California Energy Code, 202~~2~~5 Edition, to read as follows:

"a. The City of Banning can be either Climate Zone 10 or 15."

15.08.025 Specific Revisions

Notwithstanding the provisions of section 15.08.010, Section 105.2 of the California Building Code and R105.2 of the Residential Building Code, 2025 Edition, is amended as follows:

105.2 CBC and R105.2 RBC work exempt from permits:

Fences that are not over 6 feet in height and not obstructing line of site from a roadway or blocking a required path or right of way.

15.08.030 Interpretation of the Banning Municipal Code and zoning code ~~with~~ regard~~ing to~~ ~~references to the amended construction codes.~~

For the purposes of interpreting the adopted Construction Codes in the Banning Municipal Code and Zoning Code, references to the international ~~uniform~~ building code shall be replaced with the latest adopted California Building Code, if any.

15.08.035 Design Criteria

Design criteria in the City of Banning will be specified for each area within the City respectively by the ASCE Hazard Tool for seismic category, wind load and exposure classification. This tool may be found at https://ASCEhazardtool.org and is available at no cost to the public.

15.08.040 Additional penalties.

In addition to those penalty provisions adopted by reference from those codes listed in section 15.08.010, the following penalties shall also apply:

It shall be unlawful for any person, firm, corporation, or association of persons to violate any provision of this chapter, or to violate the provisions of any permit granted pursuant to this chapter. Any person, firm, corporation, or association of persons violating any provisions of this chapter, or the provisions of any permit granted pursuant to this chapter, shall be deemed guilty of an infraction or misdemeanor as hereinafter specified. Such person or entity shall be deemed guilty of separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter or the provisions of any permit.

Chapter 15.10

FIRE CODE (TITLE 24-PART 9)

Sections:

15.10.010 Application and adoption of the California Fire Code

15.10.020 Amendments to the 2025 California Fire Code

15.10.010 - Application and adoption of the California Fire Code.

Except as stated in this section or as amended below in section 15.10.020 of this chapter, all of the provisions and appendices of the 2025 California Fire Code, inclusive of all of the inclusions and exclusions set for in each chapter's matrix, are hereby adopted and shall apply to the City of Banning. Any reference in this title to Riverside County shall include the City of Banning. In addition, the following provisions that are excluded in the 2025 California Fire Code are hereby adopted: Chapter 1, Division II of the California Fire Code (excluding Sections 103.2 and 112.3), Chapters 3 and 25, and Sections 503, 510.2,1103.2, and 5707.

15.10.020 - Amendments to California Fire Code.

The codes, chapters, standards, and appendices are amended as specifically set forth in the following chapters herein:

A. SCOPE AND GENERAL REQUIREMENTS

1. Section 101.4 of the California Fire Code is deleted in its entirety and replaced with the following:

101.4 Severability. If any provision, clause, sentence, or paragraph of this code or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this code which can be given effect without the invalid provision or application, and to this end, the provisions of this code are hereby declared to be severable.

B. APPLICABILITY

1. Section 102.5 of the California Fire Code is amended as follows:

102.5 Application of residential code. Where structures are designed and constructed in accordance with the California Residential Code, the provisions of this code shall apply as follows:

1. Construction and design provisions of this code pertaining to the exterior of the structure shall apply including, but not limited to, premises identification, fire apparatus access and water supplies. Where interior or exterior systems or devices are installed, construction permits required by Section 105.7 of this code shall apply.
2. Administrative, operational and maintenance provisions of this code shall apply.
3. Automatic fire sprinkler system requirements of this code shall apply to detached accessory buildings 3,600 square feet (334 m^2) or greater in accordance with Section 903.2. The provisions contained in Section 903.2.18 of the California Fire Code or Section R317.5.1 of the California Residential Code may be used for the design of the automatic fire sprinkler system for detached private garages.

2. A new Section 102.13.1 is added to Section 102.13 of the California Fire Code to read as follows:

102.13.1 Application of the California Wildland-Urban Interface Code. Where a conflict exists between the provisions of the Banning Fire Code and the California Wildland-Urban Interface Code, the more restrictive provisions shall apply.

C. DUTIES AND POWERS OF THE FIRE CODE OFFICIAL

1. Section 104.1.1 is added to Section 104.1 of the California Fire Code to read as follows:

104.1.1 Authority of the Fire Chief, Chief Deputy and Fire Department.

1. The Fire Chief, Chief Deputy, or their designee, is authorized and directed to enforce all applicable State fire laws and provisions of this code and to perform such duties as directed by the City Council.

2. The Fire Chief, Chief Deputy, or their designee, is authorized to administer, interpret and enforce this code. Under the Fire Chief, Chief Deputy, or their designee's direction, the Riverside County Fire Department is authorized to enforce ordinances of the City of Banning pertaining to the following:

2.1. The prevention of fires.

2.2. The suppression or extinguishment of dangerous or hazardous fires.

2.3. The storage, use and handling of hazardous materials.

2.4. The installation and maintenance of automatic, manual and other private fire alarm systems and fire extinguishing equipment.

2.5. The maintenance and regulation of fire escapes.

2.6. The maintenance of fire protection and the elimination of fire hazards on land, in buildings, structures and other property, including those under construction.

2.7. The maintenance of means of egress.

2.8. The investigation of the cause, origin and circumstances of fire and unauthorized releases of hazardous materials.

3. The following persons are hereby authorized to interpret and enforce the provisions of this code and to make arrests and issue citations as authorized by law:

3.1. The Unit Chief, Peace Officers and Public Officers of the California Department of Forestry and Fire Protection.

3.2. The Fire Chief, Peace Officers and Public Officers of the Riverside County Fire Department.

3.3. The Riverside County Sheriff and any deputy sheriff.

3.4. The Police Chief and any police officer of any city served by the Riverside County Fire Department.

3.5. Officers of the California Highway Patrol.

3.6. Code Officers of the City of Banning Code Enforcement Department.

3.7. Peace Officers of the California Department of Parks and Recreation.

3.8. The law enforcement officer of the Federal Bureau of Land Management.

2. Section 104.2 of the California Fire Code is deleted and replaced with the following:

104.2 Determination of compliance. The fire code official shall have the authority to determine compliance with this code, to render interpretations of this code and to develop policies, procedures, guidelines, standards, and information bulletins in order to clarify the application of its provisions. Such interpretations, policies, procedures:

1. Shall be in compliance with the intent and purpose of this code.
2. Shall not have the effect of waiving requirements specifically provided for in this code.
3. Shall be enforceable as part of this code.

3. Sections 104.8 and 104.8.1 of the California Fire Code are deleted in their entirety and replaced with the following:

104.8 Liability. Any liability against Riverside County or the City of Banning or any officer or employee for damages resulting from the discharge of their duties shall be as provided by law.

4. Section 104.12 is added to Section 104 of the California Fire Code to read as follows:

104.12 Authority of the Fire Chief to close hazardous fire areas. Except upon National Forest Land, the Fire Chief is authorized to determine and announce the closure of any hazardous fire area or portion thereof. Any closure by the Fire Chief for a period of more than fifteen (15) calendar days must be approved by the Riverside County Board of Supervisors and/or the City Council within fifteen (15) calendar days of the Fire Chief's original order of closure. Upon such closure, no person shall go in or be upon any hazardous fire area, except upon the public roadways and inhabited areas. During such closure, the Fire Chief shall erect and maintain at all entrances to the closed area sufficient signs giving notice of closure. This section shall not prohibit residents or owners of private property within any closed area, or their invitees, from going in or being upon their lands. This section shall not apply to any entry, in the course of duty, by a peace officer, duly authorized public officer or fire department personnel. For the purpose of this section, "hazardous fire area" shall mean public or private land that is covered with grass, grain, brush or forest and situated in a location that makes suppression difficult resulting in great damage. Such areas are designated on Hazardous Fire Area maps filed with the office of the Fire Chief.

D. FEES

1. Section 108.2 of the California Fire Code is deleted in its entirety and replaced with the following:

108.2 Schedule of permit fees. Fees for services and permits shall be as set forth in the City of Banning fee schedule.

2. Section 108.7 is added to Section 108 of the California Fire Code to read as follows:

108.7 Cost recovery. Pursuant to California Health and Safety Code sections 11374.5(b)(1), 13009 et seq., 25259.4, 25515(a), 25540(a), 25541 (a), California Government Code sections 53150 et seq, and all other provisions of law, all costs incurred by the Riverside County Fire Department for the inspection and enforcement of any provision of these Codes, the investigation of any fire, explosion or other hazardous condition, the suppression of fire, the response to a traffic collision or accident, the containment and/or mitigation of a hazardous materials release, and any rescue or rendering of medical or physical aid or assistance, may be charged to any responsible party, any person who violates these Codes or any person who, due to a negligent or unlawful act or omission, is responsible for or requires or causes the emergency response of Riverside County Fire Department. Any expense incurred by the Riverside County Fire Department for such an emergency response shall constitute a debt of such person and shall be collectible by the County in the same manner as in the case of an obligation under contract, express or implied. These provisions shall be applied uniformly against all such persons in violation of a Penal Code, Vehicle Code, Health and Safety Code or other state law statutory violation; only a county official shall have authority to reduce or cancel the debt obligation arising from the incident.

E. MEANS OF APPEALS

1. Section 112.1 of the California Fire Code is deleted in its entirety and replaced with the following:

112.1 Board of appeals established. The Board of Appeals shall be the City Manager. If he or she determines an outside board is needed, he or she shall designate an outside hearing officer to hear the appeal. The Fire Chief and Chief Deputy shall be notified of any appeal and the Fire Chief, Chief Deputy, or their designee's shall be in attendance at the appeal hearing. Depending on the subject of the appeal, specialized expertise may be solicited, at the expense of the applicant, for the purpose of providing input to the Appeals Board.

F. VIOLATIONS

1. Section 113.4 of the California Fire Code is deleted in its entirety and replaced with the following:

113.4 Violation and penalties. It shall be unlawful for any person, firm, corporation or association of persons to violate any provision of this code, or to violate the provisions of any permit granted pursuant to this code. Punishments and penalties for violations shall be in accordance with the City of Banning ordinances and fee schedules and Health and Safety Code Sections 17995 through 17995.5.

G. DEFINITIONS

1. The definition of "Fire Chief" in Section 202 of the California Fire Code is deleted in its entirety and replaced with the following:

FIRE CHIEF. The Fire Chief of Riverside County or the Fire Chief's designee.

H. OPEN FLAMES

1. Section 308.1.6.3 of the California Fire Code is deleted in its entirety and replaced with the following:

308.1.6.3 Sky lanterns or similar devices. A person shall not release or cause to be released a sky lander or similar device.

I. FIRE APPARATUS ACCESS ROADS

1. A new Section 503.1.2.1 is added to Section 503.1.2 of the California Fire Code to read as follows:

503.1.2.1 Remoteness. Unless otherwise approved, where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses.

2. Section 503.2.1 of the California Fire Code is deleted in its entirety and replaced with the following:

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 24 feet (7315 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm). For additional requirements or alternatives see Riverside County Fire Department Standards and Policies, as may be amended from time to time.

3. Section 503.2.2 of the California Fire Code is deleted in its entirety and replaced with the following:

503.2.2 Authority. The fire code official shall be the only authority authorized to designate fire apparatus access roads and fire lanes and to modify the minimum fire lane access widths for fire or rescue operations

4. Section 503.6.1 is added to Section 503.6 of the California Fire Code to read as follows:

***503.6.1 Automatic opener*.** New motorized gates shall be provided with means to be automatically opened remotely by emergency vehicle in accordance with Riverside County Fire Department standards and Policies, as may be amended from time to time.

***Exception*:** Gates serving individual one- and two-family dwelling parcels.

5. Section 503.7 is added to Section 503 of the California Fire Code to read as follows:

***503.7 Loading areas and passenger drop-off areas*.** On private properties, where fire apparatus access roads are utilized for loading or unloading or utilized for passenger drop-off or pick-up, an additional eight (8) feet of width shall be added to the minimum required width for the fire apparatus access road.

J. FIRE PROTECTION WATER SUPPLIES

1. Section 507.5.7 is added to Section 507 of the California Fire Code to read as follows:

***507.5.7 Fire hydrant size and outlets*.** As determined by the fire code official, fire hydrant sizes and outlets shall be based on the following:

1. Residential Standard - one (1) four (4) inch outlet and one (1) two and half (2½) inch outlet.

2. Super Hydrant Standard - one (1) four (4) inch outlet and two (2) two and one half (2½) inch outlet

3. Super Hydrant Enhanced - two (2) four (4) inch outlet and one (1) two and one half (2½) inch outlet.

2. Section 507.5.8 is added to Section 507.5 of the California Fire Code to read as follows:

507.5.8 Fire hydrant street marker. Fire hydrant locations shall be visually indicated in accordance with Riverside County Fire Department Guidelines, as may be amended from time to time. Any hydrant marker damaged or removed during the course of street construction or repair shall be immediately replaced by the contractor, developer or person responsible for removal or damage.

K. FIRE COMMAND CENTER

1. Section 508.1 of the California Fire Code is deleted in its entirety and replaced with the following:

508.1 General. Where required by other sections of this code and in all buildings classified as high-rise buildings by the California Building Code, in buildings greater than 300,000 square feet (27 870 m^2) in area and in Group I-2 occupancies having occupied floors located more than 75 feet above the lowest level of fire department vehicle access, a fire command center for fire department operations shall be provided and comply with Sections 508.1.1 through 508.1.7.

2. Section 508.1.1 of the California Fire Code is deleted in its entirety and replaced with the following:

508.1.1 Location and access. The fire command center shall be located adjacent to the main lobby and shall be accessible from fire department vehicular access or as approved by the fire code official. The room shall have direct access from the building exterior at the lowest level of fire department access.

3. Section 508.1.3 of the California Fire Code is amended to add the following:

508.1.3 Size. The fire command center shall be not less than 0.015 percent of the total building area of the facility served or 200 square feet (19 m2) in area, whichever is greater, with a minimum dimension of 0.7 times the square root of the room area or 10 feet (3048 mm), whichever is greater.

Where a fire command center is solely required because a building is greater than 300,000 square feet (27 870 m2), the fire command center shall have a minimum size of 96 square feet (9 m2) with a minimum dimension of 8 feet (2438 mm) where approved by the fire code official.

L. FIRE PROTECTION AND UTILITY EQUIPMENT IDENTIFICATION AND ACCESS

1. A new Section 509.2.1 is added to Section 509.2 of the California Fire Code to read as follows:

509.2.1 Minimum clearances. A 3-foot (914 mm) clear space shall be maintained around the circumference of exterior fire protection system control valves, or any other exterior fire protection system component that may require immediate access, except as otherwise required or approved.

M. MECHANICAL REFRIGERATION

1. Section 608.11.1.2 of the California Fire Code is deleted in its entirety and replaced with the following:

608.11.1.2 Manual operation. When required by the fire code official, automatic crossover valves shall be capable of manual operation. The manual valves shall be located in an approved location immediately outside of the machinery room in a secure metal box or equivalent and marked as Emergency Controls.

N. AUTOMATIC SPRINKLER SYSTEMS

1. Section 903.2 of the California Fire Code is deleted in its entirety and replaced with the following:

903.2 Where required.

1. In all new buildings and structures which are 3,600 square feet (334 m^2) or greater, an approved automatic sprinkler system shall be provided regardless of occupancy classification. Where the Sections 903.2.1 - 903.2.20 of the California Fire Code require more restrictive requirements than those listed below, the more restrictive requirement shall take precedence.

2. All existing buildings, except for one- and two-family dwellings, shall be retrofitted with automatic fire sprinklers when a structure exceeds 3,600 square feet and changes are made to the building including any of the following: change of use/occupancy, removal of an existing fire wall as defined by the California Building Code, or additions of 50% or more are made to the original building area and the resulting square footage exceeds 5,000 square feet.

3. One- and two-family dwellings shall have an automatic fire sprinkler system regardless of square footage in accordance with the California Residential Code. Fire sprinkler systems shall be installed in mobile homes, manufactured homes and multifamily manufactured homes with two dwelling units in accordance with Title 25 of the California Code of Regulations.

***Exceptions*:** Unless required elsewhere in this code or the California Building Code, automatic fire sprinkler systems shall not be required for the following:

1. Spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries not required to have an automatic sprinkler system by Section 1207 for energy storage systems and standby engines, provided that those spaces or areas are equipped throughout with an automatic smoke detection

system in accordance with Section 907.2 and are separated from the remainder of the building by not less than 1-hour fire barriers constructed in accordance with Section 707 of the California Building Code or not less than 2-hour horizontal assemblies constructed in accordance with Section 711 of the California Building Code, or both.

2. Detached Group U occupancies used for agricultural or livestock purposes, less than 5,500 square feet (511 m^2), and having setback distances of 50 feet (15 m) or more from the property line and other buildings.
3. Detached non-combustible equestrian arena shade canopies that are open on all sides and used for riding only - no commercial, assembly or storage uses.
4. Non-combustible fueling station canopies not exceeding 10,000 square feet when separated from other buildings by a distance of not less than 50 feet.
5. Detached fabric or non-combustible shade structures that are open on all sides and used to shade playground equipment, temporary storage of vehicles and dining areas with no cooking.
6. Where determined by the Fire Chief that no major life safety hazard exists, and the fuel load does not pose a significant threat to firefighter safety or to other structures or property, automatic fire sprinklers may be exempted.

The following exceptions in the California Fire Code shall not be allowed:

a) Exception in Section 903.2.3
b) Exception in Section 903.2.11.3

2. Section 903.3.5.3 is added to Section 903.3.5 of the California Fire Code to read as follows:

903.3.5.3 Hydraulically calculated systems. The design of hydraulically calculated fire sprinkler systems shall not exceed 90 percent of the water supply capacity.

O. COMMERCIAL HOOD AND DUCT SYSTEMS

1. A new Section 904.2.2.1 is added to Section 904.2.2 of the California Fire Code to read as follows:

904.2.2.1 Activation of the Fire Alarm System. Where a fire alarm signaling system, or a Dedicated Function Fire Alarm System is serving the occupancy where the extinguishing system is located, the actuation of the automatic fire-extinguishing system shall actuate the fire alarm signaling system in accordance with the requirements of NFPA 72. If a fire alarm signaling system, or a Dedicated Function Fire Alarm System is not present, one will be required to be installed to provide monitoring for the automatic fire extinguishing system.

P. GENERAL FIRE PROTECTION AND LIFE SAFETY FEATURES

1. Section 3206.4.2 is added to Section 3206.4 of the California Fire Code to read as follows:

3206.4.2 Minimum requirements for client leased or occupant owned warehouses. Designs of an automatic sprinkler system for client leased or occupant owned buildings containing high pile storage shall be based on the requirements of NFPA 13. Unless otherwise approved a Professional Engineer, licensed in the State of California shall perform a survey of the building to determine commodity classification, storage configuration, building height and other information related to the development of an appropriate sprinkler system design. The engineer shall also make reasonable efforts to meet with the building owner or operator to understand seasonal or customer related fluctuations to the stored commodities, storage height, and configuration. The sprinkler design shall be based on the most demanding requirements determined through the onsite survey and discussions with the building owner or operator. The technical report shall describe the basis for determining the commodity and sprinkler design selection, how the commodities will be isolated or separated, and include referenced design document(s), including NFPA 13 or the current applicable factory mutual data sheets. If a specific fire test is used as the basis of design, a copy of the fire test report shall be provided at the time of plan review.

Q. MOBILE FOOD PREPARATION VEHICLES

1. A new Section 4107 is added to Chapter 41 of the California Fire Code to read as follows:

4107 MOBILE FOOD PREPARATION VEHICLES.

2. New Sections 4107.1 through 4107.2.3 are added to Section 4107 of the California Fire Code to read as follows:

4107.1 General. Mobile food preparation vehicles that are equipped with appliances that produce smoke or grease-laden vapors shall comply with this section.

4107.2 Maintenance. Maintenance of systems on mobile food preparation vehicles shall be in accordance with Sections 4107.2.1 through 4107.2.3.

4107.2.1 Exhaust system. The exhaust system, including hood, grease-removal devices, fans, ducts and other appurtenances, shall be inspected and cleaned in accordance with Section 606.3.

4107.2.2 Fire protection systems and devices. Fire protection systems and devices shall be maintained in accordance with Section 901.6.

4107.2.3 Fuel gas systems. LP-gas containers installed on the vehicle and fuel-gas piping systems shall be inspected annually by an approved inspection agency or a company that is registered with the U.S. Department of Transportation to requalify LP-gas cylinders, to ensure that system components are free from damage, suitable for the intended service and not subject to leaking. CNG containers shall be inspected every 3 years in a qualified service facility. CNG containers shall not be used past their expiration date as listed on the manufacturer's container label. Upon satisfactory inspection, the approved inspection agency shall affix a tag on the fuel gas system or within the vehicle indicating the name of the inspection agency and the date of satisfactory inspection.

R. FIREWORKS DISPLAYS

1. A new Section 5608.2 is added to Section 5608 of the California Fire Code to read as follows:

5608.2 Fallout Area. For aerial shells, the minimum required radius of the fallout area shall be 100 ft/in. (22 m/25 mm) of the internal mortar diameter of the largest aerial shell to be fired, unless otherwise approved.

S. APPENDIX B

1. A new Section B103.2.1 is added to Section B103.2 of the California Fire Code to read as follows:

B103.2.1 Wildland-Urban Interface Area Subdivisions. The minimum fire flow for any new subdivision or tract constructed within a Wildland-Urban Interface Area shall be 1,500 gallons per minute.

2. Table B105.2 of the California Fire Code is amended as follows:

TABLE B105.2

REQUIRED FIRE-FLOW FOR BUILDINGS OTHER THAN ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES

AUTOMATIC SPRINKLER SYSTEM (Design Standard)	MINIMUM FIRE-FLOW (gallons per minute)	FLOW DURATION (hours)
No automatic sprinkler system	Value in Table B105.1(2)	Duration in Table B105.1(2)
Section 903.3.1.1 of the California Fire Code	50% of the value in Table B105.1(2)[a]	Duration in Table B105.1(2) at the reduced flow rate
Section 903.3.1.2 of the California Fire Code	50% of the value in Table B105.1(2)[b]	Duration in Table B105.1(2) at the reduced flow rate

For SI: 1 gallon per minute = 3.785 L/m.

a. The reduced fire-flow shall be not less than 1,000 gallons per minute.

b. The reduced fire-flow shall be not less than 1,500 gallons per minute.

T. APPENDIX C

1. Section C103.1 of the California Fire Code is deleted in its entirety and replaced with the following:

C103.1 Hydrant spacing. Fire apparatus access roads and public streets providing required access to buildings in accordance with Section 503 of the International Fire Code

shall be provided with one or more fire hydrants, as determined by Section C102.1. Where more than one fire hydrant is required, the distance between required fire hydrants shall be in accordance with Sections C103.2 and C103.3. Fire hydrants shall be provided at street intersections."

Chapter 15.11

WILDLAND-URBAN INTERFACE CODE (TITLE 24-PART 7)

Sections:

15.11.010 Application and adoption of the California Wildland-Urban Interface Code

15.11.020 Amendments to California Wildland-Urban Interface Code

15.11.010 Application and adoption of the California Wildland-Urban Interface Code.

Except as stated in this Section or as amended below in Chapter 15.11.020 of this Ordinance, all of the provisions and appendices of the 2025 California Wildland-Urban Interface Code, inclusive of all of the inclusions and exclusions set for in each chapter's matrix, are hereby adopted and shall apply to the City of Banning. In addition, the following provisions that are excluded in the 2025 California Wildland-Urban Interface Code – Chapter 1, Division II of the California Wildland-Urban Interface Code is hereby adopted, except that Sections 103.2 and 112.3 are not adopted, and sections A101 through A102.2, A102.4, A104, A105.1, A105.4 through A105.4.2, A106 through A106.2 and A107 through A107.5 are adopted.

15.11.020 Amendments to California Wildland-Urban Interface.

The codes, chapters, standards, and appendices are amended as specifically set forth in the following chapters herein:

A. APPLICABILITY.

1. A new Section 102.4.1.1 is added to Section 102.4.1 of the California Wildland-Urban Interface Code to read as follows:

102.4.1.1 Application of the California Wildland-Urban Interface Code. Where a conflict exists between the provisions of the Banning Fire Code and the California Wildland-Urban Interface Code, the more restrictive provisions shall apply.

B. DUTIES AND POWERS OF THE CODE OFFICIAL.

1. A new Section 104.l.l is added to Section 104.1 of the California Wildland-Urban Interface Code to read as follows:

104.1.1 Authority of the Fire Chief, Chief Deputy, and Fire Department.

1. The Fire Chief, Chief Deputy, or their designee is authorized and directed to enforce all applicable State fire laws and provisions of this

ordinance and to perform such duties as directed by the Riverside County Board of Supervisors.

2. The Fire Chief, Chief Deputy, or their designee is authorized to administer, interpret and enforce this ordinance. Under the Fire Chief's, Chief Deputy, or their designee's direction, the Riverside County Fire Department is authorized to enforce ordinances of Riverside County pertaining to the following:

2.1. The prevention of fires.

2.2. The suppression or extinguishment of dangerous or hazardous fires.

2.3. The storage, use and handling of hazardous materials.

2.4. The installation and maintenance of automatic, manual and other private fire alarm systems and fire extinguishing equipment.

2.5. The maintenance and regulation of fire escapes.

2.6. The maintenance of fire protection and the elimination of fire hazards on land, in buildings, structures and other property, including those under construction.

2.7. The maintenance of means of egress.

2.8. The investigation of the cause, origin and circumstances of fire and unauthorized releases of hazardous materials.

3. The following persons are hereby authorized to interpret and enforce the provisions of this ordinance and to make arrests and issue citations as authorized by law:

3.1. The Unit Chief, Peace Officers and Public Officers of the California Department of Forestry and Fire Protection.

3.2. The Fire Chief, Peace Officers and Public Officers of the Riverside County Fire Department.

3.3. The Riverside County Sheriff and any deputy sheriff.

3.4. The Police Chief and any police officer of any city served by the Riverside County Fire Department.

3.5. Officers of the California Highway Patrol.

3.6. Code Officers of the City of Banning Code Enforcement Department.

3.7. Peace Officers of the California Department of Parks and Recreation.

3.8. The law enforcement officer of the Federal Bureau of Land Management.

2. Section 104.2 of the California Wildland-Urban Interface Code is deleted and replaced with the following:

104.2 Determination of compliance. The fire code official shall have the authority to determine compliance with this code, to render interpretations of this code and to develop policies, procedures, guidelines, standards, and information bulletins in order to clarify the application of its provisions. Such interpretations, policies, procedures:

1. Shall be in compliance with the intent and purpose of this code.

2. Shall not have the effect of waiving requirements specifically provided for in this code.

3. Shall be enforceable as part of this code.

3. Sections 104.8 and 104.8.1 of the California Wildland-Urban Interface Code are deleted in their entirety and replaced with the following:

104.8 Liability. Any liability against Riverside County or any officer or employee for damages resulting from the discharge of their duties shall be as provided by law.

C. PERMITS.

1. Sections 105.2 of the California Wildland-Urban Interface Code is deleted in its entirety and replaced with the following:

105.2 Permits Required. Unless otherwise exempted, buildings or structures regulated by this code shall not be erected, constructed, altered, repaired, moved, removed, converted, demolished or changed in use or occupancy unless a separate permit for each building or structure has first been obtained from the code official.

For buildings or structures erected for temporary uses, see Section A108.3.

Where required by the code official, a permit shall be obtained for the following activities, operations, practices or functions within a wildland-urban interface area:

1. Automobile wrecking yard.

2. Candles and open flames in assembly areas.

3. Explosives or blasting agents.

4. Fireworks.

5. Flammable or combustible liquids.

6. Hazardous materials.

7. Liquefied petroleum gases.

8. Landscape and fuel modification zones.

9. Lumberyards.

10. Motor vehicle fuel-dispensing stations.

11. Open burning.

12. Pallet Yards.

13. Pyrotechnical special effects material.

14. Tents, canopies and temporary membrane structures.

15. Tire storage.

16. Welding and cutting operations.

D. FEES.

1. Section 108.2 of the California Wildland-Urban Interface Code is deleted in its entirety and replaced with the following:

108.2 Schedule of permit fees. Fees for services and permits shall be as set forth in the City of Banning fee schedule.

2. A new Section 108.7 is added to Section 108 of the California Wildland-Urban Interface Code to read as follows:

108.7 Cost recovery. Pursuant to California Health and Safety Code sections 11374.5(b)(1), 13009 et seq., 25259.4, 25515(a), 25540(a), 25541 (a), California Government Code sections 53150 et seq, and all other provisions of law, all costs incurred by the Riverside County Fire Department for the inspection and enforcement of any provision of these Codes, the investigation of any fire, explosion or other hazardous condition, the suppression of fire, the response to a traffic collision or accident, the containment and/or mitigation of a hazardous materials release, and any rescue or rendering of medical or physical aid or assistance, may be charged to any responsible party, any person who violates these Codes or any person who, due to a negligent or unlawful act or omission, is responsible for or requires or causes the emergency response of Riverside County Fire Department. Any expense incurred by the Riverside County Fire Department for such an emergency response shall constitute a debt of such person and shall be collectible by the County in the same manner as in the case of an obligation under contract, express or implied. These provisions shall be applied uniformly against all such persons in violation of a Penal Code, Vehicle Code, Health and Safety Code or other state law statutory violation; only a county official shall have authority to reduce or cancel the debt obligation arising from the incident.

E. INSPECTION AND ENFORCEMENT

1. Section 109.3.7 of the California Wildland-Urban Interface Code is deleted in its entirety and replaced with the following:

109.3.7 Violation and penalties. It shall be unlawful for any person, firm, corporation or association of persons to violate any provision of this ordinance, or to violate the provisions of any permit granted pursuant to this code. Punishments and penalties for violations shall be in accordance with the City of Banning ordinances, any applicable fee schedule, and Health and Safety Code Sections 17995 through 17995.5 and Government Code Section 51185.

F. DEFINITIONS.

1. Section 202, definition of "Fire Chief" in the California Wildland-Urban Interface Code is deleted in its entirety and replaced with the following:

FIRE CHIEF. The Fire Chief of Riverside County or the Fire Chief's designee.

G. WILDLAND-URBAN INTERFACE AREA DESIGNATIONS.

1. Section 302.1.1 is added to Section 302.1 of the California Wildland-Urban Interface Code to read as follows:

302.1.1 Designation of Fire Hazard Severity Zones. The City of Banning has adopted the recommendations of the State Fire Marshal made pursuant to Government Code section 51178 and designated those areas within the County as moderate, high, and very high fire hazard severity zones as shown on the Local Responsibility Area Fire Hazard Severity Zones Maps published by the Office of the State Fire Marshal. The Maps have been adopted under Ordinance 1610.

H. SPECIAL BUILDING CONSTRUCTION REGULATIONS

1. Section 501.1 of the California Wildland-Urban Interface shall be amended as follows:

501.1 Scope. Buildings and structures in a wildland-urban interface area shall be constructed in accordance with the California Building Code and this code. For the purpose of this Chapter, a wildland-urban interface area shall be defined as a geographical area identified by the state as a "Fire Hazard Severity Zone" in accordance with the Public Resources Code Sections 4201 through 4204 and Government Code Sections 51175 through 51189, and other areas designated by the enforcing agency to be at a significant risk from wildfires, and shall include those areas designated by Ordinance 1610 as moderate, high, and very high fire hazard severity zones based on recommendations from the State Fire Marshal pursuant to Government Code Section 51178.

Exceptions:

1. Group U accessory structures not exceeding 120 square feet (11 m2) in floor area where located not less than 50 feet (15 240 mm) from applicable buildings.

2. Group U agricultural buildings not less than 50 feet (15 240 mm) from applicable buildings.

I. FIRE PROTECTION PLANS.

1. Section 602.1 of the California Wildland-Urban Interface Code is amended as follows:

602.1 General. A fire protection plan shall be submitted to the Fire Code Official for any proposed subdivision of land or building project. The fire protection plan shall be prepared to determine the acceptability of fire protection and life safety measures designed to mitigate wildfire hazards presented for the property under consideration.

The fire protection plan shall be prepared by a registered design professional, qualified landscape architect, qualified fire safety specialist or similar specialist acceptable to the code official and shall analyze the wildfire risk of the building, project, premises or region to recommend necessary changes.

Submittal of a preliminary fire protection plan shall be required prior to the submission of a final fire protection plan.

Exception: A single-family dwelling (Group R-3 Occupancy) when located on an existing legal parcel.

2. Section 602.3.2 of the California Wildland-Urban Interface Code is amended as follows:

602.3.2 Final Fire Protection Plan. Final fire protection plan shall include items listed in Section 602.3.1 and the following:

1. A map identifying all proposed plants in the fuel modification zones with a legend that includes a symbol for each proposed plant species. The plan shall include specific information on each species proposed, including but not limited to:

   1.1 The plant life-form;

   1.2 The scientific and common name; and

   1.3 The expected height and width for mature growth.

2. Identification of irrigated and non-irrigated zones.

3. Requirements for vegetation reduction around emergency access and evacuation routes.

4. Identification of existing vegetation proposed to remain.

5. Identification of points of access for equipment and personnel to maintain vegetation in common areas.

6. Methods and timetables for controlling, changing, or modifying areas on the property.

7. Legally binding statements regarding community responsibility for maintenance of fuel modification zones.

8. Legally binding statements to be included in covenants, conditions and restrictions regarding property owner responsibilities for vegetation maintenance.

J. VEGETATION PLAN.

1. Section 603.1 of the California Wildland-Urban Interface Code is amended as follows:

603.1 General. Planting of vegetation for new and replacement landscaping shall be selected to reduce vegetation in proximity to a structure and to maintain vegetation as it matures.

2. Section 603.3 of the California Wildland-Urban Interface Code is amended as follows:

603.3 Landscape and Fuel Modification plans. Landscape and Fuel Modification plans shall be submitted for any project located in a WUI area. The landscape and Fuel Modification plan shall include development and maintenance requirements for the vegetation management zone adjacent to structures and roadways, and to provide significant fire hazard reduction benefits for public and firefighting safety.

3. Section 603.3.1 of the California Wildland-Urban Interface Code is amended as follows:

603.3.1 Contents. Landscape plans shall contain the following:

1. Delineation of the 5-foot (1524 mm) (Zone 0), 30-foot (9144 mm) (Zone 1) and 100-foot (30 480 mm) (Zone 2) fuel management zones from all structures.

2. Identification of existing vegetation to remain and proposed new vegetation.

3. Identification of irrigated areas.

4. A plant legend with both botanical and common names, and identification of all plant material symbols.

5. Identification of ground coverings within the 30-foot (9144 mm) zone.

J. MAINTENANCE OF DEFENSIBLE SPACE.

1. Section 604.1 of the California Wildland-Urban Interface Code is amended as follows:

604.1 General. Vegetation and fuels shall be managed to reduce the severity of potential exterior wildfire exposure to buildings and to reduce the risk of fire spreading to buildings as required by applicable laws and regulations.

2. Section 604.3 of the California Wildland-Urban Interface Code is amended as follows:

604.3 Requirements. Vegetation and fuels around all buildings and structures shall be maintained in accordance with the following laws and regulations:

1. Public Resources Code, Section 4291.

2. California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 3, Article 3, Section 1299.03.

3. California Government Code, Section 51182.

4. California Code of Regulations, Title 19, Division 1, Chapter 7, Subchapter 1, Section 3.07.

5. The requirements of Chapter 15.11, Appendix A of this ordinance and Riverside County Fire Department Guidelines.

3. Section 604.3.1 is added to Section 604.3 of the California Wildland-Urban Interface Code to read as follows:

604.3.1 Retroactivity. When required by the Fire Code Official, or State Law, existing Defensible Space/Fuel Modification Zones (FMZ) shall require retrofitting, including thinning and/or removal of plants, trees, and vegetation, to meet this Code or State Law. Upon notification by the Fire Code Official, and when approved, work to bring an existing Defensible Space and FMZ into compliance with this Code, may be done over a two to four (2-4) year period as determined by the Fire Code Official. A compliance plan prepared by the property owner may be requested for review and approval by the Fire Code Official.

4. Section 604.6 is added to the California Wildland-Urban Interface Code to read as follows:

604.6 Clearance of brush, vegetative growth, and combustible material from improved parcels. All improved parcels declared a Public Nuisance shall be cleared entirely of combustible material. If the Fire Code Official determines this impractical, the provisions of Chapter 15.11, Section 604.7 may be used.

5. Section 604.7 is added to the California Wildland-Urban Interface Code to read as follows:

604.7 Clearance of fuels or vegetative growth from structures. Clearance of fuels and vegetative growth from structures shall be per sections 604.7.1 through 604.7.4 of this code.

6. Section 604.7.1 is added to the California Wildland-Urban Interface Code to read as follows:

604.7.1 Structures. Any person owning, leasing, controlling, operating, or maintaining any Building or structure in, upon, or adjoining any FHSZ, governed by this section, and any person owning, leasing, or controlling any land adjacent to such Buildings, shall at all times maintain around and adjacent to such Building, an effective firebreak made by removing and clearing away, all combustible material on their property for a distance not less than 100 feet from all portions of the Building.

Distances may be increased by the Fire Code Official due to a site-specific analysis based on local conditions and when required, based on a Fire Protection Plan. This section shall not apply to single specimens or stands of protected species of trees, Ornamental Landscape or similar plants used in landscaping and ground covers, that are well-pruned, maintained, and spaced, and do not form a means of rapidly transmitting fire from other

nearby vegetation to a structure or from a structure to other nearby vegetation or to interrupt the advance of embers toward a structure.

7. Section 604.7.2 is added to the California Wildland-Urban Interface Code to read as follows:

604.7.2 Timing for New Buildings and additions to Existing Buildings. The provisions of Chapter 15.11, Section 604.7 shall be completed prior to vertical construction of any New Building or addition to an Existing Building.

8. Section 604.7.3 is added to the California Wildland-Urban Interface Code to read as follows:

604.7.3 Photovoltaic Systems. The clearance requirements around freestanding photovoltaic systems and equipment shall comply with the following:

1. A minimum 10-foot clearance for clusters of panels not exceeding 1,500 square feet of combined panel area.

2. A minimum of 30-foot clearance for clusters of panels greater than 1,500 square feet of combined panel area.

3. Clusters shall be separated by a minimum of 20 feet.

4. Panels and clusters shall be not located within 30 feet of any Building subject to clearance requirements of Chapter 15.11, Section 604 unless the clearance requirements of Chapter 15.11, Section 604 are provided as measured from the perimeter of the panel or cluster.

9. Section 604.8 is added to the California Wildland-Urban Interface Code to read as follows:

604.8 Defensible Space clearance zones and requirements. The required 100-foot Defensible Space clearance is identified in three (3) distinct zones: Zone 0, 1, and 2.

10. Section 604.8.1 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.1 Requirements. Defensible Space shall be in accordance with the requirements of Appendix A of this code, Riverside County Fire Department Guidelines and the specific requirements for each zone listed in Chapter 15.11, Sections 604.8.2 through 604.8.5.

11. Section 604.8.2 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.2 Zone 0 purpose and location. Zone 0 reduces the likelihood of structure ignition by reducing the potential for direct ignition of the structure from flame contact, by embers that accumulate at the base of a wall, and/or indirect ignitions when embers ignite vegetation, vegetative debris, or other combustible materials located close to the structure that result in either a radiant heat and/or a direct flame contact exposure to the structure.

Zone 0 is the horizontal area within the first five (5) feet around the structure, including stairs, balconies, attached or adjacent decks, and outbuildings. Zone 0 is measured from the edge of a structure, attached or adjacent decks, patio covers, balconies, and floor projections above-grade. Zone 0 also includes the area on the roof of a building, and underneath and on top of attached decks, patio covers, balconies, and stair landings.

Advisory Notice: Riverside County Fire Department has local Zone 0 requirements currently in effect for new Buildings and additions to existing Buildings. New State regulations for Zone 0 are currently under development by the State Board of Forestry and Fire Protection. Any State regulation more restrictive than this ordinance shall apply. This may require thinning and/or removal of plants, trees, and vegetation to meet State Law and regulations.

12. Section 604.8.2.1 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.2.1 Non-Combustible Zone 0 for New Buildings, additions to Existing Buildings, and new or replacement landscape. Fuels, including Combustible Materials and vegetation, are prohibited in Zone 0 for all New Buildings, additions to Existing Buildings, installation of new landscape, and refurbishment of existing landscape areas.

The application date of Chapter 15.11, Section 604.8.2.1 shall be the later application date when any of the following occur:

1. Fire Department Clearance for a New Building or addition to an Existing Building.
2. Building permit for a New Building or addition to an Existing Building.
3. Landscape plans submitted for Riverside County Fire Department review.
4. Replacement of landscape when landscape plans are not required.

13. Section 604.8.2.2 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.2.2 Additional requirements in Zone 0.

1. New and existing tree canopies are prohibited within 10 feet of New Buildings, including the addition portion to Existing Buildings.

   Exception: Existing protected oak trees shall be trimmed to provide a minimum 5-foot clearance above the roof and 5 feet to the side of any New Building, or the addition portion to an Existing Building.

2. Landscaped roofs are prohibited.
3. Vegetation underneath decks is prohibited.

4. Other Combustible Materials underneath any deck, not part of the deck structure itself, shall be removed.

5. Artificial or synthetic grass is prohibited within Zone 0.

6. Vines and climbing plants are not allowed on structures, including decks, patio/shade structures, and any fences within 5 feet of a Building.

7. Combustible mulch and wood chips are prohibited.

8. Firewood is prohibited.

9. All fencing and gates shall be non-combustible. See Article 4, Section 604.11.

14. Section 604.8.2.3 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.2.3 Zone 0 requirements for Existing Buildings.

15. Section 604.8.2.3.1 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.2.3.1 Zone 0 restrictions. The following requirements apply within Zone 0 for all Existing Buildings with landscape installed prior to January 1, 2026:

1. No combustible landscape mulch or wood chips.

2. No firewood.

3. No vegetation underneath decks.

4. Other Combustible Materials underneath any deck, not part of the deck structure itself, shall be removed.

5. Roofs and gutters on Buildings shall be maintained free of any leaves, needles, or other vegetative Combustible Materials.

6. The vertical clearance distance for trees and vegetation above any roof shall be not less than 3 feet.

7. A minimum 3-foot clearance of trees and vegetation shall be provided to the side and above any eave or roof projection from the exterior wall of a Building. A minimum 3-foot clearance of trees and vegetation shall be provided below any eave or roof projection. This requirement also applies to any patio cover or other Building projections.

8. New trees are not allowed.

9. New or replacement landscaping shall comply with Chapter 15.11, Sections 604.8.1, 604.8.2.1, and 604.8.2.2.

16. Section 604.8.3 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.3 Zone 1 purpose and location. Zone 1 reduces the likelihood of fire burning directly to the structure. This is accomplished by modifying Fuels and creating a discontinuity between planting groups that limits the pathways for fire to burn to the structure and reduces the potential for near-to-building ember generation and radiant heat exposures. An additional purpose of this zone is to provide a defendable area for fire personnel to stage and take direct action.

Zone 1 is the area within 5-30 feet of structures and decks, with slopes not greater than 20 percent; 5-50 feet from Buildings and decks, when slopes are greater than 20 percent.

17. Section 604.8.3.1 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.3.1 Requirements and allowable items. This is a minimal planting zone which includes very limited trees of a fire-smart type with additional spacing provided. Plants and other vegetation shall be in accordance with Appendix A of this code and Riverside County Fire Department Guidelines.

18. Section 604.8.4 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.4 Zone 2 purpose and location. Zone 2 is designed to reduce the potential behavior of an oncoming fire in such a way as to drop an approaching fire from the crown of trees to the ground, reducing the flame heights, and the potential for ember generation and radiant heat exposure to structures. Additional benefits of Zone 2 include facilitating direct defense actions and improving the function of Zones 0 and 1.

Zone 2 is the area from the outer edge of Zone 1 to 100 feet from structures and decks.

19. Section 604.8.4.1 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.4.1 Requirements and allowable items. Plants and other vegetation shall be in accordance with Appendix A of this code and Riverside County Fire Department Guidelines.

20. Section 604.8.4.2 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.4.2 Spacing. Spacing of vegetation and trees at the outer edge of Zone 2 shall be based upon the height of the vegetation within Zone 2 or the adjacent area beyond the 100-foot zone, whichever provides for the greater spacing. This may require clearance outside the 100-foot zone or setting back vegetation and trees within Zone 2 away from the 100-foot line.

21. Section 604.8.5 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5 General requirements for Zone 0, 1, and 2.

22. Section 604.8.5.1 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.1 Dead and dying vegetation. All dead or dying grass, plants, shrubs, trees, branches, leaves, weeds, and tree needles shall be removed.

23. Section 604.8.5.2 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.2 Mulch and wood chips within Zones 1 and 2. Use of combustible Mulch and wood chips shall be in accordance with the requirements Riverside County Fire Department Guidelines.

24. Section 604.8.5.3 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.3 Firewood. See Chapter 15.11, Section 607.

25. Section 604.8.5.4 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.4 Clearance from chimney, stovepipe. Any portion of a tree or shrub that extends within 10 feet horizontally or vertically of a chimney outlet or stovepipe outlet shall be removed.

26. Section 604.8.5.5 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.5 Trees. New trees shall be planted and maintained so that the tree's drip line at maturity is a minimum of 10 feet from any combustible structure.

27. Section 604.8.5.5.1 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.5.1 Tree spacing. The horizontal distance between crowns of new trees and crowns of adjacent trees shall not be less than 20 feet in Zone 1 and not less than 10 feet in Zone 2. Separation distance may be increased for slopes exceeding 20 percent. Required spacing is measured between trees at maturity.

28. Section 604.8.5.5.2 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.5.2 Ground clearance of trees. Trees exceeding 6 feet in height shall be limbed up from the ground 6 feet or 1/3 the height of the tree, whichever is less.

Exception: Fruit trees when approved by the Fire Code Official.

29. Section 604.8.5.5.3 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.5.3 Ground cover under tree canopy. When approved ground cover and shrubs are located underneath trees, the vertical clearance to the lowest branch of the tree canopy shall not be less than three times the height of the ground cover or shrub under or adjacent to the tree. The horizontal clearance shall be 3 feet from the trunk of the tree.

30. Section 604.8.5.6 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.6 Continuous tree canopies.

31. Section 604.8.5.6.1 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.6.1 New Structures. Continuous tree canopies are not allowed. Tree spacing shall be in accordance with Riverside County Fire Department.

32. Section 604.8.5.6.2 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.6.2 Existing Structures. Continuous tree canopies may be allowed as determined by the Fire Code Official but will require the complete removal of any understory and smaller trees to meet requirements for a shaded fuel zone. Any remaining trees shall be limbed up a minimum of 12 feet from the ground or 1/3 the tree height, whichever is less. The intent is to not allow a crown (canopy) fire to spread unchecked to a structure and to bring any crown fire down to the ground level prior to Zone 1.

33. Section 604.8.5.7 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.7 Grasses. Natural or annual grasses shall be mowed to a maximum height of 4-inch stubble with clippings removed.

34. Section 604.9 is added to the California Wildland-Urban Interface Code to read as follows:

604.9 Fire protection equipment and utilities. The clearance requirements of Chapter 15.11, Sections 604.7 and 604.8 shall apply to communication site towers and their support Buildings; required fire protection water supplies, including water tanks, water supply pumps, and pump houses; and any other utility Structure as required by the Fire Code Official. The Fire Code Official may consider a reduced distance, not less than 30 feet, for communication site towers, water tanks, and Structures with no interior space, based upon a site risk assessment. Also see Chapter 15.11, Appendix A.

35. Section 604.10 is added to the California Wildland-Urban Interface Code to read as follows:

604.10 Planting vegetation under or adjacent to energized electrical lines. No vegetation shall be planted under or adjacent to energized power lines that, at maturity, will grow within 10 feet of the energized conductors.

36. Section 604.11 is added to the California Wildland-Urban Interface Code to read as follows:

604.11 Fencing.

37. Section 604.11.1 is added to the California Wildland-Urban Interface Code to read as follows:

604.11.1 Scope. This section only applies to fences, including gates within the fencing, within 5 feet of Building(s), including Decks, (Zone 0) that are in an applicable Fire Hazard Severity Zone req by Chapter 6 of this code.

38. Section 604.11.2 is added to the California Wildland-Urban Interface Code to read as follows:

604.11.2 New fencing. New fencing and gates shall be constructed of a non-combustible material.

39. Section 604.11.3 is added to the California Wildland-Urban Interface Code to read as follows:

604.11.3 Existing fencing. Fencing installed prior to January 1, 2026, may remain.

Exception: The entire fencing not parallel and within 5 feet of the Building, including gates within the fencing, shall be constructed of a non-combustible material when any portion of the existing fencing within 5 feet is being replaced. Fencing beyond 5 feet from the Building is not required to be replaced with non-combustible material.

K. STORAGE OF FIREWOOD AND COMBUSTIBLE MATERIALS.

1. Section 607.1 of the California Wildland-Urban Interface Code is amended to read as follows:

607.1 General. Firewood and combustible materials shall not be stored in unenclosed spaces beneath Buildings or Structures, or on Decks or under eaves, canopies, or other projections or overhangs. Firewood piles shall be located 30 feet (9144 mm) or more from structures unless completely covered by a fire-resistant material. Exposed wood piles located within the defensible space shall have a minimum clearance of 10 feet (3048 mm) down to bare mineral soil in all directions. Firewood shall not be stored within Zone 0.

2. Section 607.1.1 of the California Wildland-Urban Interface Code is amended to read as follows:

607.1.1 Combustible Materials. Combustible Materials, other than vegetation, stored within Zones 1 and 2 shall not be stored so as to pose a hazard to any Building. Piles shall not exceed 100 square feet of area and a maximum height of 10 feet. Piles shall be separated by a minimum of 20-foot clear area.

3. Section 607.2 of the California Wildland-Urban Interface Code is amended to read as follows:

607.2 Storage for off-site use. Firewood and Combustible Materials not for consumption on the premises shall not be stored within Zones 0, 1, and 2. See Section 3, Appendix A for storage requirements.

L. BUILDING SITING AND SETBACKS

1. Section 608.1.1 is added to the California Wildland-Urban Interface Code to read as follows:

608.1.1 Restricted development setbacks. New Structures and additions to existing Structures shall not be constructed less than 100 feet from any protected habitat, whether on the same or adjacent Parcels, where the 100-foot Defensible Space required under Chapter 15.11, Section 604.7 cannot be provided, unless an alternate method of construction and protection is provided that can ensure the safety of the Structure and emergency responders as approved by the Fire Code Official. Protected habitat includes lands restricted from brush clearance or modification due to Federal or State listed endangered species. Protected habitat does not include sensitive habitat areas.

2. Section 608.2 of the California Wildland-Urban Interface Code is amended to read as follows:

608.2 General. All parcels shall provide a minimum 30-foot (9144 mm) setback for all buildings from property lines and the center of a road, except as provided for in Chapter 15.11, Section 608.2.1. [CCR T14 §1276.00(a)] This section applies to new Tract and Parcel maps, new Buildings, and additions to Existing Buildings.

3. Section 608.2.1 of the California Wildland-Urban Interface Code is amended to read as follows:

608.2.1 Setback reduction. A reduction in the minimum setback shall be based upon practical reasons, which may include but are not limited to, parcel dimensions or size; topographic limitations; Development density requirements or other Development patterns that promote low-carbon emission outcomes; sensitive habitat or other site constraints, and shall provide for an alternative method to reduce structure-to-structure ignition by incorporating a combination of features such as, but not limited to:

1. Non-combustible block walls or fences; or

2. Non-combustible material extending 5 feet (1524 mm) horizontally from the furthest extent of the building; or

3. Hardscape landscaping; or

4. A reduction of exposed windows on the side of the structure with setback less than 30 feet (9144 mm). [CCR T14 §1276.01]

M. RIDGELINES, FUEL BREAKS, AND GREENBELTS.

1. Section 609.2.7.1 is added to the California Wildland-Urban Interface Code to read as follows:

609.2.7.1 Greenbelts. Subdivisions and other developments, which propose Greenbelts as a part of the development plan, shall locate the Greenbelts strategically, as a separation between wildland fuels and Structures. The locations shall be approved by the inspection authority.

2. Section 609.2.7.2 is added to the California Wildland-Urban Interface Code to read as follows:

609.2.7.2 Access to Greenbelts. A minimum of one (1) access point shall be provided to new Greenbelts at an approved location to allow for on-going maintenance and firefighter access. Additional access points shall be provided when required by the Fire Code Official.

N. APPENDIX A

1. Section A102.1 of the California Wildland-Urban Interface Code is amended to read as follows:

A102.1 General. Vegetation control shall comply with Chapter 15.11, Sections A102.2 through A102.4 and with Chapter 15.11, Chapter 6.

2. Section A105.1 of the California Wildland-Urban Interface Code is amended to read as follows:

A105.1 General. In addition to the requirements of the California Fire Code, Chapter 15.10 and Chapter 15.11, Chapter 6, storage and use of the materials shall be in accordance with Chapter 15.11, Sections A105.2 through A105.4.2.

3. Section A105.4 of the California Wildland-Urban Interface Code is amended to read as follows:

A105.4 Combustible Materials. Outside storage of Combustible Materials such as, but not limited to, wood, rubber tires, building materials, or paper products shall comply with the other applicable sections of this Ordinance and this section. Storage of pallets shall be in accordance with Chapter 15.10, Section 2810. Storage and processing of wood chips, hogged materials, fines, Compost, Compostable Material, Mulch, solid biomass, raw product, and combustible yard waste and recycle material shall be in accordance with Chapter 15.10, Section 2808.

Chapter 15.12 PERMITS

15.12.010 Permits required.

It is unlawful for any person, partnership, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, convert, demolish, equip, occupy or maintain any building or structure or cause or permit the same to be done without first obtaining a building permit as provided in this chapter. Notwithstanding the foregoing, no building permit fees shall be required for any construction, alteration, repair, or demolition of city-owned buildings.

15.12.020 Application for permit.

The building permit application shall be in writing or in digital format on a form provided by the city. Each permit application shall:

A. Identify and describe the work to be covered by the permit for which application is made;

B. Describe the land on which the proposed work is to be done by legal description, street address or such other description as will readily identify and locate the proposed building or ~~work~~parcel;

C. Indicate the use or occupancy for which the proposed work is intended;

D. Be accompanied by plans, diagrams, computations and specifications and such other data as required by section 15.12.040 of this chapter;

E. State the accurate valuation of any new building or structure or any addition, remodeling or alteration to an existing building;

F. Be signed by the applicant or his authorized agent. The city may require evidence of authority before accepting an application from an authorized agent;

G. Give any other data or information as may be required by the city manager or his designee, at his discretion.

H. Provide expressed authority in writing from a landlord (if applicable) to a tenant or leasing agent for permits to be obtained by a tenant or leasing agent to perform work on their property.

15.12.030 Permit fees.

Each application for a building permit shall be accompanied by a permit fee to be prescribed from time to time by resolution of the city council. Failure to accompany the application with the permit fee shall render the application null and void for all purposes. The purpose of this fee is to help defray the cost of reviewing the application and the cost of enforcing this chapter.

15.12.35 Reinspection fees.

A fee will be charged for additional inspections of an item or items once it has been inspected and failed an inspection more than two times. The permit holder must pay for additional inspections at an hourly rate to be determined by City's adopted fee schedule.

15.12.040 Plans and specifications.

A. Plans, engineering calculations, diagrams and other data shall be submitted in one or more sets with each application for a permit. Plans and specifications shall be drawn to scale on paper or cloth and shall be of sufficient clarity to show the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this chapter and all other applicable laws.

B. The plans, computations and specifications should be prepared and designed by a duly licensed engineer or architect, except that the city manager or his designee may waive this requirement if he deems it unnecessary. The city manager or his designee may also waive the submission of any plans if the nature of the work applied for is such that reviewing of plans is unnecessary to obtain compliance with this chapter. A waiver shall be written, signed and entered in the files of the building department.

C. Plans for buildings more than two stories in height of other than Groups R, Division 3 and U Occupancies shall indicate how required structural and fire-resistive integrity will be maintained where a penetration will be made for electrical, mechanical, plumbing or communication conduits, pipes or similar systems.

15.12.45 – Letter of Authorization

Applicants will provide a Letter of Authorization when acting as an agent, contractor or tenant on behalf of the property owner. This document shall be signed and notarized and submitted to the City staff at the time of application.

15.12.050 Permit issuance.

A. The application, plans and specifications filed by the building permit applicant shall be reviewed by the ~~city manager~~Building Official or his designee when accompanied by the fee specified in section 15.12.030. The ~~city manager~~Building Official or his designee shall review the application, plans and specifications to verify compliance with this chapter and other applicable laws, provided that the permittee shall be totally liable for the construction being performed and shall assume total responsibility for compliance with this chapter and other applicable laws.

B. When the ~~city manager~~Building Official or his designee determines that the application, plans and specifications meet the requirements of this chapter and other applicable laws, and when the fee specified in section 15.12.030 has been paid, he shall issue the building permit. The city manager's or his designee's determination shall be conclusive except as provided in Chapter 15.44 of this title.

~~15.12.060 Partial building permits.~~

~~When in the exercise of his discretion the city manager or his designee determines that a permit for the construction of part of a building or structure should be issued before the entire plans and specifications for the whole project have been submitted or approved, he may issue a partial permit. A partial permit application shall be accompanied by the full permit fee required by section 15.12.030, and each subsequent partial permit application for the same project shall also be accompanied by the full permit fee. The application for a partial permit may proceed at his own risk without any assurance that the subsequent permits for the entire building or structure will be issued. Issuance of the partial permit shall not stop the city from denying further permits, regardless of any hardship or reliance on the part of the applicant. Partial permits shall be clearly denominated as such on the face of the permit.~~

15.12.0~~6~~70 Suspension or revocation of permit.

A. The ~~city manager~~Building Official or his designee may, after written notice to the permittee, suspend or revoke any permit issued under this chapter whenever it appears that the application contained false, inaccurate or misleading information or when it appears that issuance of the permit was in violation of this chapter or any other ordinance or law in force in the city, including state law.

~~B. The city manager or his designee shall mail the permittee written notice that, ten days from the date of mailing, a hearing will be held to determine whether the permit shall be revoked or suspended. The permittee may appear at the hearing and present evidence why his permit should not be revoked or suspended. The city manager or his designee shall act as the hearing officer and shall, within twenty days after the hearing or date for hearing, mail notice of his decision to the permittee. This decision shall be final. The permittee may, however, apply for a new building permit pursuant to section 15.12.020 of this chapter.~~

15.12.0~~8~~70 Liability.

A. The ~~city manager~~Building Official or his designee charged with enforcement of this chapter shall not render himself personally liable for any damage that may accrue to persons or property as a result of any act or by reason of any act or omission in the discharge of his duties.

B. This chapter shall not be construed to relieve or lessen the responsibility of any person owning, operating or controlling any building or structure for any damages to persons or property caused by defects, nor shall the city or any agency thereof be held as assuming any such liability by reason of inspections or any certificates of inspection issued under this chapter.

15.12.0890 Removal of building debris.

Within fourteen days of the completion of any erection, construction, enlargement, alteration, repair, movement, conversion, demolition or equipping of any building or structure, the person having the required permit or who should have obtained the required permit shall remove from the premises and properly dispose of all debris, earth, rock, concrete, foundation, building materials or any other combustible or waste materials so that the premises shall be left in a well-graded and orderly condition.

15.12.085 – Summary Abatement

In addition to the remedies provided in the Building Code, any condition caused or permitted to exist in violation of any provisions of this title or the codes adopted by reference therein, which present an immediate threat to public health or safety, shall be deemed a public nuisance, and may be summarily abated by the City.

15.12.100 Permitting procedures for small rooftop solar energy systems.

The purpose of the section is to provide an expedited, streamlined solar permitting process that complies with the Solar Rights Act and AB 2188 (Chapter 521, Statutes 2014, amending California Civil Code section 714 and California Government Code section 65850.5) in order to achieve timely and cost-effective installations of small residential rooftop solar energy systems. This section encourages the use of solar systems by removing unreasonable barriers, minimizing costs to property owners and the city and expanding the ability of property owners to install solar energy systems. This section allows the city to achieve these goals while protecting public health and safety.

A. Definitions as used in this section.

"Solar energy system" means either of the following:

1. Any solar collector or other solar energy device whose primary purpose is to provide for the collection, storage, and distribution of solar energy for space heating, space cooling, electric generation, or water heating.
2. Any structural design feature of a building, whose primary purpose is to provide for the collection, storage, and distribution of solar energy for electricity generation, space heating or cooling, or for water heating.

"Small residential rooftop solar energy system" means all of the following:

1. A solar energy system that is no larger than ten kilowatts alternating current nameplate rating or thirty kilowatts thermal.
2. A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the city, and all state and city health and safety standards.
3. A solar energy system that is installed on a single or duplex family dwelling.
4. A solar panel or module array that does not exceed the maximum legal building height as defined by the city.

"Electronic submittal" means the utilization of electronic e-mail, facsimile, or submittal via the internet.

"Specific, adverse impact" means a significant, quantifiable, direct, unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

"Reasonable Restrictions on a Solar Energy System" are those restrictions that do not significantly increase the cost of the system or significantly decrease its efficiency or specified performance, or that allow for an alternative system of comparable cost, efficiency, and energy conservation benefits.

"Restrictions That Do Not Significantly Increase the Cost of the System or Decrease its Efficiency or Specified Performance" means:

1. For Water Heater Systems or Solar Swimming Pool Heating Systems: An amount exceeding ten percent of the cost of the system, but in no case more than one thousand dollars, or decreasing the efficiency of the solar energy system by an amount exceeding ten percent, as originally specified and proposed.

2. For Photovoltaic Systems: An amount not to exceed one thousand dollars over the system cost as originally specified and proposed, or a decrease in system efficiency of an amount exceeding ten percent as originally specified and proposed.

B. Applicability. This chapter applies to the permitting of all small residential rooftop solar energy systems in the city.

C. Effective Date, Maintenance. Small residential rooftop solar energy systems legally established or permitted prior to the effective date of the ordinance [codified in this chapter] are not subject to the requirements of this chapter unless physical modifications or alterations are undertaken that materially change the size, type, or components of a small rooftop energy system in such a way as to require new permitting.

D. Historic Resources. A use permit and/or design review may be required for properties on the city's list of historic resources as deemed necessary by the community development director~~.~~, prior to the installation of a solar system on a building classified as historic.

E. Solar Energy System Requirements.

1. All solar energy systems shall meet applicable state and city health and safety standards and requirements, including the California Building Code, California Residential Code, California Electrical Code, California Mechanical Code, and California Fire Code, which are incorporated by reference into the Banning Municipal Code by sections 15.08.010 and 8.16.010. Solar energy systems for heating water in single-family residences and for heating water in commercial or swimming pool applications shall be certified by an accredited listing agency as defined by the California Plumbing and Mechanical Code.

2. Solar energy systems for producing electricity shall meet all applicable safety and performance standards established by the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

F. Applications and Documents.

1. All documents required for the submission of an expedited solar energy system application shall be made available on the city's website. Electronic submittal of the required permit application and documents by e-mail, facsimile, or via the internet shall be made available to all small residential rooftop solar energy system permit applicants. An applicant's electronic signature shall be accepted on all forms, applications, and other documents in lieu of a wet signature.

2. The city's building and safety division shall adopt a standard plan(s) and checklist(s) of all requirements with which small residential rooftop solar energy systems shall comply to be eligible for expedited review.

3. The small residential rooftop solar system permit process, standard plan(s), and checklist(s) shall substantially conform to recommendations for expedited permitting, including the checklist and standard plans contained in the most current version of the California Solar Permitting Guidebook adopted by the Governor's Office of Planning and Research.

G. Permit Review and Inspection Requirements.

1. The director of the Banning Community Development Department shall implement an administrative, nondiscretionary review process for the building division to expedite approval of small residential rooftop solar energy systems. The building and safety division shall issue a building permit, the issuance of which is nondiscretionary, within one to three business days for electronic applications upon receipt of a complete application that meets the requirements of the approved checklist(s) and standard plan(s). The chief building official may require an applicant to apply for a conditional use permit if the official finds, based on substantial evidence, that the solar energy system could have a specific, adverse impact upon the public health and safety. Such decisions may be appealed to the planning commission pursuant to the appeal procedures in chapter 17.68 of the Banning Municipal Code.

2. Review of the application shall be limited to the chief building official and his or her designee's review of whether the application meets local, state, and federal health and safety requirements, including the California Building Code, California Residential Code, California Electrical Code, California Mechanical Code, and California Fire Code, which are incorporated by reference into the Banning Municipal Code by sections 15.08.010 and 8.16.010.

3. Conditions may be imposed on an application if the building official finds, based on substantial evidence, that the solar energy system could have a specific, adverse impact upon the public health and safety. A condition may only be imposed on an application in order to mitigate the specific, adverse impact upon health and safety at the lowest possible cost.

4. A feasible method to satisfactorily mitigate or avoid the specific, adverse impact includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by the city on another similarly situated application in a prior successful application for a permit. The city shall use its best efforts to ensure that the selected method, condition, or mitigation meets the conditions of subparagraphs (A) and (B) of paragraph (1) of subdivision (d) of Section 714 of the Civil Code defining restrictions that do not significantly increase the cost of the system or decrease its efficiency or specified performance.

5. The city may deny an application if it makes written findings based upon substantive evidence in the record that the proposed installation would have a specific, adverse impact upon public health or safety and there is no feasible method to satisfactorily mitigate or avoid, as defined, the adverse impact. Such findings shall include the basis for the rejection of the potential feasible alternative for preventing the adverse impact. Such decisions may be appealed to the planning commission in accordance with the procedures set forth in the Banning Municipal Code Chapter 17.68. For purposes of this section, "specific, adverse impact" means a significant, quantifiable direct, and unavoidable impact, based on objective, identified, and written public health and safety standards, policies, or conditions as they existed on the date the application was deemed complete.

6. If an application is deemed incomplete, a written correction notice detailing all deficiencies in the application and any additional information or documentation required to be eligible for expedited permit issuance shall be sent to the applicant for resubmission.

7. Only one inspection shall be required and performed by the building and safety division for small residential rooftop solar energy systems eligible for expedited review under this section. A separate fire inspection may be performed if an agreement with Riverside County Fire does not exist to perform safety inspections on behalf of Riverside County Fire.

8. The inspection shall be done in a timely manner and should include consolidated inspections.

9. If a small residential rooftop solar energy system fails inspection, a subsequent inspection is authorized that need not conform to the requirements of Government Code 65850.5.

10. The city shall not condition approval of an application on the approval of an association, as defined in Section 4080 of the Civil Code.

~~15.12.110 Expedited electric vehicle charging station permitting.~~

~~Electric vehicle charging stations which qualify for expedited permit processing, pursuant to Government Code Section 65850.7, shall be subject to the administrative permitting procedures set forth in the city's electric vehicle charging station permit expediting ordinance.~~

~~A. Expedited Review Process. Consistent with Government Code Section 65850.7, the building official shall implement an expedited administrative permit review process for electric vehicle charging stations, and adopt a checklist of all requirements with which electric vehicle charging stations shall comply with in order to be eligible for expedited review. The expedited administrative permit review process and checklist may refer to the recommendations in the checklist prescribed by the most current version of the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" of the "Zero-Emission Vehicles in California: Community Readiness Guidebook" published by the Governor's Office of Planning and Research. The city's/county's adopted checklist shall be published on the city's/county's website.~~

~~B. Electronic Submittals. Consistent with Government Code Section 65850.7, the building official shall allow for electronic submittal of permit applications covered by this section and associated supporting documentations. In accepting such permit applications, the building official shall also accept electronic signatures on all forms, applications, and other documentation in lieu of a wet signature by any applicant.~~

~~C. Association Approval. Consistent with Government Code Section 65850.7, the building official shall not condition the approval for any electric vehicle charging station permit on the approval of such a system by an association, as that term is defined by Civil Code Section 4080.~~

~~D. Permit Application Processing. A permit application that satisfies the information requirements in the city's adopted checklist shall be deemed complete and be promptly processed. Upon confirmation by the building official that the permit application and supporting documents meets the requirements of the city adopted checklist, and is consistent with all applicable laws, the building official shall, consistent with Government Code Section 65850.7, approve the application and issue all necessary permits. Such approval does not authorize an applicant to energize or utilize the electric vehicle charging station until approval is granted by the city. If the building official determines that the permit application is incomplete, he or she shall issue a written correction notice to the applicant, detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.~~

~~E. Technical Review. It is the intent of this section to encourage the installation of electric vehicle charging stations by removing obstacles to permitting for charging stations so long as the action does not supersede the building official's authority to address higher priority life-safety situations. If the building official makes a finding based on substantial evidence that the electric vehicle charging station~~

~~could have a specific adverse impact upon the public health or safety, as defined in Government Code 65850.7, the city may require the applicant to apply for a use permit.~~

15.12.110 Expedited electric vehicle charging station permitting.

15.12.110 ELECTRIC VEHICLE CHARGING STATION SYSTEMS.

15.12.110.1. - Applicability and purpose.

This article applies to the permitting of all Electric Vehicle Charging Station systems in the City of Banning. The purpose of this article is to create an expedited, streamlined electric vehicle charging station permitting process that complies with AB 1236 (Chapter 598, Statutes 2015), to achieve timely and cost-effective installations of electric vehicle charging station systems. This article encourages the use of electric vehicle charging station systems by removing unreasonable barriers, minimizing costs to property and business owners, and expanding the ability of property and business owners to install electric vehicle charging station systems. This article allows the city to achieve these goals while protecting the public health and safety.

15.12.110.2. Definitions.

The definitions set forth below shall be applicable to the provisions in this article.

Building official: the city's designated authority charged with the administration and enforcement of this article.

Electronic submittal: the utilization of one or more of the following:

(1) Email

(2) The Internet

(3) Facsimile.

Electric vehicle charging station system: means any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code and California Building Code 11B-228.3 for accessibility, as it reads on the effective date of this section and after, and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle.

15.12.110.3. Electric vehicle charging station system requirements.

A. ~~(a)~~ An electric vehicle charging station system, as defined in this article, shall be processed in accordance with the terms of this article.

B. ~~(b)~~ An electric vehicle charging station system shall meet applicable health and safety standards and requirements imposed by the State and the City, and local fire department or district.

C. ~~(c)~~ The building official shall adopt an administrative, nondiscretionary expedited review process for electric vehicle charging station systems, which shall include standard checklist(s). The checklist(s) shall set forth all requirements with which electric vehicle charging station systems must comply with to be eligible for expedited review.

D. ~~(d)~~ The electric vehicle charging station system permit process and checklist(s) shall substantially conform to recommendations for expedited permitting, including the checklists and standards contained in the most current version of the Plug-In Electric Vehicle Infrastructure Permitting Checklist of the Zero-Emission Vehicles in California: Community Readiness Guidebook published by the Governor's Office of Planning and Research.

15.12.110.4. Applicant obligations.

Prior to submitting an application, the applicant shall verify the electric vehicle charging station meets all applicable safety and performance standards established by the California Electrical Code, the Society of

Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the public utilities commission regarding safety and reliability.

15.12.110.5 Electronic processing.

A. ~~(a)~~ All documents required for the submission of an expedited electric vehicle charging station system application shall be made available on a publicly accessible city website.

B. ~~(b)~~ Electronic submittal of the required permit application and documents by electronic means shall be made available to all electric vehicle charging station system permit applicants. The City's website shall specify the permitted method of electronic document submission.

C. ~~(c)~~ An applicant's electronic signature shall be accepted on all forms, applications, and other documents in lieu of a wet signature.

15.12.110.6. Application review.

A. ~~(a)~~ An application that city staff determines satisfies the information requirements contained in the city's checklist(s) for expedited electric vehicle charging station system processing, including complete supporting documents, shall be deemed complete.

B. ~~(b)~~ If an application is deemed incomplete, a written correction notice detailing all deficiencies in the application and any additional information or documentation required to be eligible for expedited permit issuance shall be sent to the applicant for resubmission.

C. ~~(c)~~ After city staff deems an application complete, city staff shall review the application to determine whether the application meets applicable local and state codes and regulations.

D. ~~(d)~~ City staff shall issue a building permit or other nondiscretionary permit within a reasonable period of time after receipt of a complete application that meets the requirements of the approved checklist(s), standard plans and this article.

E. ~~(e)~~ The city shall not condition approval of an application on the approval of an association, as defined in Section 4080 of the Civil Code.

Chapter 15.12.110 – Construction documents

Legal construction documents are the sole property of the designer and applicant who created those documents respectively. They cannot be sold or transferred without authorized and notarized consent of the creators of those documents. The City of Banning cannot transfer or provide copies of documents unless notarized authorization is provided. In such a case in which the City will allow reproduction only a registered reprographics company shall remove and return proprietary documents to a City facility.

Chapter 15.16 PERMIT APPEALS

15.16.010 Establishment of board of permit appeals.

Pursuant to the California ~~Fire~~Building Code, in order to determine the suitability of alternate materials and type of construction and to provide for reasonable interpretation of the provisions of the California ~~Fire~~Building Code, there shall be and is created a board of permit appeals.

15.16.020 Membership.

The board of permit appeals shall consist of those individuals appointed to membership on the public works advisory committee, which shall sit as the board of permit appeals whenever an appeal is filed under this chapter. Members shall be qualified by experience and training to pass upon matters pertinent under this chapter; the ~~chief officer of the fire department~~Building Official serving the city, or his or her authorized representative, shall be an ex officio member and shall act as secretary of the board at the hearing of any appeal processed under this chapter.

15.16.030 Meetings, hearing guidelines and determinations.

Interpretations of the Building Code made by the Building Official regarding intent of the Code may be appealed to an appeals board to be named as is required by CBC 113. Only interpretive decisions, determinations and questions regarding limitations of authority made by the Building Official on the Building Codes may be appealed. Items which are obvious and clear in the Code cannot be appealed, nor will such questions be heard by an appeals board. The Building Official has the right to deny an appeal if the appeal is not related to a question of interpretation or a determination based on language in the Code. Whether or not a building is unsafe or in violation of the requirements of the Code is not a matter of interpretation and are not subject to appeal, this authority is clear within the Code.

~~Any person aggrieved by a decision of the city manager, or his or her designee, in denying a permit on the basis of suitability of building materials and/or methods of construction, may appeal such decision to the public works advisory committee sitting as the board of permit appeals. The appeal shall be made by written notice of appeal which may be in letter form. The appeal shall be filed with the chief building official within ten days after the date of the decision denying the permit. The decision denying the permit shall remain effective and in full force and effect pending the outcome of the appeal. This condition may be modified upon a showing of good cause for modifications as determined by the chief building official in writing. No appeal shall be available from a permit suspension or revocation except where the aggrieved person reapplies for and is denied a new permit.~~

15.16.040 Time and date scheduled for hearing.

Hearings and determinations shall be conducted and delivered in the manner set forth in Section 2.64.010 of this Code save that the board of permit appeals shall first hear the matter before any appeal to the city council. Additionally, in accordance with the requirements of the California ~~Fire~~Building Code, the board shall render all decisions and findings in writing to the Building Official~~fire chief~~. The appellant shall receive a duplicate copy. The board may recommend to the city council such new legislation as is consistent with the board's decision in the matter on appeal.

15.16.050 ~~Notice of appeal.~~Reserved.

~~Appeals made pursuant to Section 15.16.030 shall appear as an item on the agenda of the public works advisory committee. Any notice of appeal must be received not later than fifteen calendar days prior to the date of the next regularly scheduled meeting.~~

15.16.060 Fees.

Each written notice of appeal on the form provided by the building department shall be accompanied by a nonrefundable fee of two hundred dollars. No appeal shall be accepted or heard unless accompanied by such fee.

Chapter 15.18 – RESTROOM FACILITIES

15.18.010 Requirements to provide public restrooms

A. Public occupancies are required to provide restrooms that are available to the public in accordance with the California Plumbing Code section 422 and accessible restrooms for those with disabilities in accordance with CBC 11B and Titles I and III of the Americans with Disabilities Act. Occupancies with employees required as part of their operations must maintain restroom facilities available for their employees. Any business which cannot provide functioning restrooms for their staff or the public are not permitted to operate or be open to the public.

B. Active construction sites must provide temporary restroom facilities for workers at each project respectively. These facilities must comply with Cal OSHA and Health Department requirements.

Chapter 15.24 EARTHQUAKE RESISTANCE STANDARDS

15.24.010 Purpose.

A. The purpose of this chapter is to promote public safety and welfare by reducing the risk of death or injury that may result from the effects of earthquakes on existing unreinforced masonry bearing wall buildings.

B. The provisions of this chapter are intended as minimum standards for structural seismic resistance and established primarily to reduce the risk of life loss or injury. Compliance with these provisions will not necessarily prevent loss of life or injury, or prevent earthquake damage to rehabilitated buildings.

15.24.020 Scope.

A. The provisions of this chapter shall apply to all existing buildings having at least one unreinforced masonry bearing wall. Except as provided herein, all other provisions of the California Building Code latest adopted edition shall apply.

B. Exceptions: The following are exempt from the provisions of this chapter:

1. Detached one- or two-family dwellings and detached apartment houses containing less than five dwelling units and used solely for residential purposes.

2. Unreinforced masonry bearing wall buildings constructed of hollow concrete blocks or hollow clay tiles, if:

   a. Such building does not exceed two stories in height and it is confirmed by appropriate test results that the tile or block wall units are of bearing type and that the capacity of the wall in bearing and shear, based on net area in contact through bed joints, is not less than that allowed for solid bricks.

   b. Bonding shall also be confirmed by appropriate test results.

   c. All tests required hereunder shall be at the expense of the party seeking the exemption.

C. This chapter shall not apply to "essential facilities" and "hazardous facilities" as defined in Table No. 23-K, or successor Table as contained in the latest adopted edition of the California Building Code.

15.24.030 Definitions.

Except as otherwise specifically set forth herein, for the purpose of this chapter, the applicable definitions and standards in the California Building Code, latest adopted edition, shall apply.

"Collar joint" means the vertical space between adjacent wythes and may contain mortar.

~~"Crosswall" means a wall that meets the requirements of Section 15.24.090(F). A crosswall is not a shear wall.~~

~~"Crosswall shear capacity" means the length of the crosswall times the allowable shear value, $v_u l_w$.~~

"Diaphragm edge" means the intersection of the horizontal diaphragm and a shear wall.

"Diaphragm shear capacity" means the depth of the diaphragm times the allowable shear value, $v_u D$.

"Flexible diaphragm" means a diaphragm of wood construction or other construction of similar flexibility.

~~"High-risk building."~~

~~1. "High-risk building" means any building, other than an essential or hazardous building, having an occupant load of one hundred occupants or more as determined by Section 3302(a), or its successor section as contained in the latest adopted edition of the California Building Code.~~

~~2. Exception: A high-risk building shall not include the following:~~

~~Any building having exterior walls braced with masonry crosswalls or wood frame crosswalls spaced less than forty feet apart in each story. Crosswalls shall be full-story height with a minimum length of one and one-half times the story height.~~

~~3. Any building used for its intended purpose, as determined by the building official, for less than twenty hours per week.~~

~~"Low-risk building" means any building, other than an essential or hazardous building, having an occupant load as determined by Section 3302(a), or its successor section as contained in the latest adopted edition of the California Building Code, of less than twenty occupants.~~

~~"Medium-risk building" means any building, not classified as a high-risk building or an essential or hazardous building, having an occupant load as determined by Section 3302(a), or its successor section as contained in the latest adopted edition of the California Building Code, of twenty occupants or more, but less than one hundred occupants.~~

~~"Normal wall" means a wall perpendicular to the direction of seismic forces.~~

~~"Open front" means an exterior building wall plane on one side only without vertical elements of the lateral force resisting system in one or more stories.~~

"Pointing" means the partial reconstruction of the bed joints of an unreinforced masonry wall as defined in California Building Code Standard No. 2442, or its successor standard as set forth in the latest adopted edition of the California Building Code.

"Unreinforced masonry (URM) wall" means a masonry wall in which the area of reinforcing steel is less than twenty-five percent of the minimum required by the California Building Code for reinforced masonry.

"Unreinforced masonry bearing wall" means a URM wall which provides the vertical support for a floor or roof for which the total superimposed load exceeds one hundred pounds per linear foot of wall.

"Yield story drift" means the lateral displacement of one level relative to the level above or below at which yield stress is first developed in a frame member.

15.24.040 Unreinforced Masonry Program

A. The City of Banning has adopted a Voluntary Program for Unreinforced Masonry (URM) Structures. We encourage property owners to participate in voluntary strengthening programs for the economic benefits and costs of insurance, as this City is in a high seismic hazard zone. The City does not currently offer economic benefits, tax incentives or grants to precipitate this process. The point at which the URM program becomes mandatory is at the point of desired structural improvements to older, unreinforced buildings; this will insure that all structures within the City will eventually be improved.

B. If a structure is to become structurally unsafe, substandard or dangerous due to the building being unreinforced than all of the code provisions governing unsafe structures in CBC 116 shall apply and the strengthening of the structure may become mandatory to abate the unsafe conditions.

~~15.24.040 Symbols and notations.~~

~~For the purpose of this chapter, the applicable symbols and notations in the California Building Code shall also apply:~~

1. ~~A = area of unreinforced masonry pier, square inches.~~
2. ~~A_b = total area of the bed joints above and below the test specimen for each in-place shear test.~~
3. ~~C_p = numerical coefficient as specified in Section 2312(g) and given in Table No. 23-P, or successor table as contained in the latest adopted edition of the California Building Code, and Table No. A1-A of this chapter.~~
4. ~~D = in-plane width dimension of pier, inches, or depth of diaphragm, feet.~~
5. ~~DCR = demand-capacity ratio specified in Section 15.24.090.~~
6. ~~F_{wx} = force applied to a wall at level x, pounds.~~
7. ~~H = least clear height of opening on either side of pier, inches.~~
8. ~~h/t = height-to-thickness ratio of URM wall. Height, h, is measured between wall anchorage levels and/or slab on-grade.~~
9. ~~L = span of diaphragm between shear walls, or span between shear wall and open front, feet.~~
10. ~~L_c = length of crosswall, feet.~~
11. ~~L_i = effective span for an open front building specified in Section 15.24.090, feet.~~
12. ~~P_D = superimposed dead load at the top of the pier under consideration, pounds.~~
13. ~~P_{D+L} = actual dead plus live load in place at the time of testing, pounds.~~
14. ~~P_w = weight of wall, pounds.~~
15. ~~$V_a = V_a A$, the allowable shear in any URM pier, pounds.~~
16. ~~V_{cb} = total shear capacity of crosswalls in the direction of analysis immediately below the diaphragm level being investigated, EvL_c, pounds.~~
17. ~~V_{ca} = total shear capacity of crosswalls in the direction of analysis immediately above the diaphragm level being investigated, EvL_c, pounds.~~
18. ~~V_r = pier rocking shear capacity of any URM wall or wall pier, pounds.~~
19. ~~V_{wx} = total shear force resisted by a shear wall at the level under consideration, pounds.~~
20. ~~V_p = shear force assigned to a pier on the basis of its relative shear rigidity, pounds.~~

~~21. V;sub§sub; = shear force assigned to a spandrel on the basis of the shear forces in the adjacent wall piers and tributary dead plus live loads.~~

~~22. V_{test} = load in pounds at incipient cracking for each in-place masonry shear test per California Building Code Standard No. 24-40, or its successor standard as set forth in the latest adopted edition of the California Building Code, pounds.~~

~~23. v_a = allowable shear stress for unreinforced masonry, psi.~~

~~24. v_c = allowable shear value for a crosswall sheathed with any of the materials given in Tables No. A1-C or A1-D of this chapter, pounds per foot.~~

~~25. v_t = mortar shear strength as specified in Section 15.24.060(C).~~

~~26. v_{to} = mortar shear test values as specified in Section 15.24.060(C).~~

~~27. v_u = allowable shear value for a diaphragm sheathed with any of the materials given in Tables No. A1-C or A1-D of this chapter, pounds per foot.~~

~~28. Ev_uD = sum of diaphragm shear capacities of both ends of the diaphragm.~~

~~29. EEv_uD = for diaphragms coupled with crosswalls, $EE_{wu}D$ includes the sum of shear capacities of both ends of diaphragms coupled at and above the level under consideration.~~

~~30. W_d = total dead load tributary to a diaphragm, pounds.~~

~~31. EW_d = total dead load tributary to all of the diaphragms at and above the level under consideration, pounds.~~

~~32. W_w = total dead load of an unreinforced masonry wall above the level under consideration or above an open front of a building, pounds.~~

~~33. W_{wx} = dead load of a URM wall assigned to Level x halfway above and below the level under consideration.~~

~~(Code 1965, § 6-14.05)~~

~~(Ord. No. 1555, § 11, 12-10-19)~~

15.24.050 General requirements for unreinforced masonry.

A. Unreinforced masonry structures, upon retrofit and/or redesign shall be required to retrofit and be engineered and designed to meet the requirements of the 2025 California Building Code, Chapter 21 and ASCE 7-22 for minimum standards or better.

B. Unreinforced masonry structures may not be improved or repurposed for a new use unless seismic retrofits are made to improve the structure to be adequate for the new use.

C. Foundations for residential structures already in use may improve their seismic resistance without the need to fully comply with the requirements of a new structure. The City of Banning will accept plan details provided and approved by the City of Los Angeles for residential structure seismic retrofit. Retrofit plans and designs shall meet the requirements of The California Existing Building Code Appendix A and Chapter A4.

~~A. General. All buildings shall have a seismic resisting system conforming with Section 2303(b), or successor section of the latest adopted edition of the California Building Code, except as modified by this chapter.~~

B. Alterations and Repairs. Alterations and repairs required to meet the provisions of this chapter shall comply with all other applicable requirements of the latest adopted edition of the California Building Code unless otherwise specifically provided for in this chapter.

C. Requirements for Plans. The following construction information shall be included in the plans required by this chapter:

1. Dimensioned floor and roof plans showing existing walls and the size and spacing of floor and roof framing members and sheathing materials. The plans shall indicate all existing and new crosswalls and their materials of construction. The location of the crosswalls and their openings shall be fully dimensioned or drawn to scale on the plans.

2. Dimensioned wall elevations showing openings, piers, wall classes as defined in the California Building Code Section 424, or its successor section as set forth in the latest adopted edition of the California Building Code, thicknesses, heights, wall shear test locations, and cracks or damaged portions requiring repairs. The general condition of the mortar joints and if and where the joints require pointing. Where the exterior face is veneer, the type of veneer, its thickness and its bonding and/or ties to the structural wall masonry shall also be reported.

3. The type of interior wall and ceiling surfaces.

4. The extent and type of existing wall anchorage to floors and roof when used in the design.

5. The extent and type of parapet corrections which were previously performed, if any.

6. Repair details, if any, of cracked or damaged unreinforced masonry walls required to resist forces specified in this chapter.

7. All other plans, sections and details necessary to delineate required retrofit construction including those items in Section 15.24.100.

(Code 1965, § 6-14.06)

(Ord. No. 1555, § 12, 12-10-19)

15.24.060 Material requirements.

A. General. All materials permitted by this chapter, including their appropriate allowable design values and those existing configurations of materials specified herein, may be utilized to meet the requirements of this chapter, or the minimum material requirements of the latest adopted edition of the California Building Code.

B. Existing Materials. All existing materials utilized as part of the required vertical load carrying or lateral force-resisting system shall be in sound condition or shall be repaired or removed and replaced with new materials.

C. Existing Unreinforced Masonry. All unreinforced masonry walls utilized to carry vertical loads or seismic forces parallel and perpendicular to the wall plane shall be tested as specified in this subsection. All masonry that does not meet the minimum standards established by this chapter shall be removed and replaced with new materials or alternatively shall have its structural functions replaced with new materials and shall be anchored to supporting elements.

D. Lay-Up of Walls.

1. General. The facing and backing shall be bonded so that not less than ten percent of the exposed face area is composed of solid headers extending not less than four inches into the backing. The clear distance between adjacent full-length headers shall not exceed twenty-four inches vertically or horizontally. Where the backing consists of two or more wythes, the headers shall extend not less than four inches into the most distant

wythe or the backing wythes shall be bonded together with separate headers whose area and spacing conform to the foregoing. Wythes of walls not bonded as described above shall be considered as veneer. Veneer wythes shall not be included in the effective thickness used in calculating the height to thickness and the shear capacity of the wall.

2. Exception: In other than Seismic Zone No. 4, veneer wythes anchored as specified by the latest adopted edition of the California Building Code and made composite with backup masonry can be used for calculation of the effective thickness.

E. Mortar.

1. Tests. The quality of mortar in all masonry walls shall be determined by performing in-place shear tests in accordance with California Building Code Standard No. 24-40, or its successor standard as set forth in the latest adopted edition of the California Building Code. Alternative methods of testing may be approved by the building official for masonry walls other than brick.

2. Location of Tests. The shear tests shall be taken at locations representative of the mortar conditions throughout the entire building, taking into account variations in workmanship at different building height levels, variations in weathering of the exterior surfaces, and variations in the condition of the interior surfaces due to deterioration caused by leaks and condensation of water and/or by the deleterious effects of other substances contained within the building. The exact test location shall be determined at the building site by the engineer in responsible charge of the structural design work or by the building official or his or her designee. An accurate record of all such tests and their location in the building shall be recorded and these results shall be submitted to the building department for approval as part of the structural analysis.

3. Number of Tests. The minimum number of tests per class shall be as follows:

a. At each of both the first and top stories, not less than two tests per wall or line of wall elements providing a common line of resistance to lateral forces.

b. At each of all other stories, not less than one test per wall or line of wall elements providing a common line of resistance to lateral forces.

c. In any case, not less than one test per one thousand five hundred square feet of wall surface nor less than a total of eight tests per structure.

F. Minimum Quality Mortar.

1. Mortar shear test values, v_{to}, in psi shall be obtained for each in-place shear test in accordance with the following equation:

$$v_{to} = (v_{test} - P_{D+L})/A_b \quad \text{(A1-1)}$$

2. Individual unreinforced masonry walls with v_{to} consistently less than thirty psi shall be entirely pointed prior to retesting.

3. The mortar shear strength, v, is the value in psi that is exceeded by eighty percent of all of the mortar shear test values, V_{to}.

4. Unreinforced masonry with mortar shear strength, v_t, less than thirty psi shall be removed or pointed and retested.

G. Collar Joints. The collar joints shall be inspected at the test locations during each in-place shear test, and estimates of the percentage of the surfaces of adjacent wythes which are covered with mortar shall be reported along with the results of the in-place shear tests.

H. Unreinforced Masonry Classes. All existing unreinforced masonry shall be categorized into one or more classes based on shear strength, quality of construction, state of repair, deterioration and weathering. A class

shall be characterized by the allowable masonry shear stress determined in accordance with Section 15.24.080(B). Class shall be defined for whole walls, not for small areas of masonry within a wall.

I. Pointing. All deteriorated mortar joints in unreinforced masonry walls shall be pointed according to California Building Code Standard No. 24-42, or its successor standard as set forth in the latest adopted edition of the California Building Code. Nothing shall prevent pointing with mortar of all the masonry wall joints before the tests are made, except as required in Section 15.24.070(A).

(Code 1965, § 6-14.07)

(Ord. No. 1555, § 13, 12-10-19)

15.24.070 Quality control.

A. Pointing.

1. General. All preparation and mortar pointing shall be performed with special inspection.

2. Exception: At the discretion of the building official incidental pointing may be performed without special inspection.

B. Masonry Shear Tests. In-place masonry shear tests shall comply with Uniform Building Code Standard No. 24-40, or its successor standard as set forth in the latest adopted edition of the California Building Code.

C. Existing Wall Anchors. Existing wall anchors utilized as all or part of the required tension anchors shall be tested in pullout according to California Building Code Standard No. 24-41, or its successor standard as set forth in the latest adopted edition of the California Building Code. The minimum number of anchors tested shall be four per floor, with two tests at walls with joists framing into the wall and two tests at walls with joists parallel to the wall, but not less than ten percent of the total number of existing tension anchor at each level per structure.

D. New Bolts. One-fourth of all new shear bolts and combined tension and shear bolts in unreinforced masonry walls shall be tested according to California Building Code Standard No. 24-41, or its successor standard as set forth in the latest adopted edition of the California Building Code.

E. Exception. Special inspection in accordance with the Building Code may be provided during installation in lieu of testing.

(Code 1965, § 6-14.08)

(Ord. No. 1555, § 14, 12-10-19)

15.24.080 Allowable design values.

A. Allowable Values.

1. Allowable values for existing materials are given in Table No. A1-C and for new materials in Table No. A1-D of this chapter.

2. Allowable values not specified in this chapter shall be as specified elsewhere in the latest adopted edition of the California Building Code.

B. Masonry Shear.

1. The allowable unreinforced masonry shear stress, v_a, shall be determined for each masonry class from the following equation:

$$v_a = 0.1 v_t + 0.15PDA \quad (A1-2)$$

2. The mortar shear test value, v_t, shall be determined in accordance with Section 15.24.060(F)(3), and shall not exceed one hundred psi for the determination of v_a.

3. The one-third increase in allowable values of the latest adopted edition of the California Building Code is not allowed for v_a.

C. Masonry Compression. Where any increase in dead plus live compression stress occurs, the allowable compression stress in unreinforced masonry shall not exceed one hundred psi. The one-third increase in allowable stress of the latest adopted edition of the California Building Code is allowed.

D. Masonry Tension. Unreinforced masonry shall be assumed as having no tensile capacity.

E. Existing Tension Anchors. The allowable resistance values of the existing anchors shall be forty percent of the average of the tension tests of existing anchors having the same wall thickness and joist orientation. The one-third increase in allowable stress of the latest adopted edition of the California Building Code is not allowed for existing tension anchors.

F. Foundations. For existing foundations new total dead load may be increased over existing dead load by twenty-five percent. New total dead load plus live load plus seismic forces may be increased over existing dead load plus live load by fifty percent. Higher values may be justified only in conjunction with a geotechnical investigation.

(Code 1965, § 6-14.09)

(Ord. No. 1555, § 15, 12-10-19)

15.24.090 Analysis and design.

A. General.

1. Except as modified herein, the analysis and design relating to the structural alteration of existing buildings shall be in accordance with the latest adopted edition of the California Building Code.

2. The elements of buildings required to be analyzed by this chapter shall be as specified in Table No. A1-H of this chapter.

B. Selection of Procedure. Buildings shall be analyzed by the General Procedure of subsection C of this section, which is based on Chapter 23, or its successor chapter as contained in the latest adopted edition of the California Building Code or, when applicable as determined by the building official in his or her sole decision, buildings may be analyzed by the special procedure of subsection D of this section.

C. General Procedure.

1. Minimum Design Lateral Forces. Buildings shall be analyzed to resist minimum lateral force assumed to act non-concurrently in the direction of each of the main axes of the structure in accordance with the following:

$$V = 0.33ZW \quad \text{(A1-3)}$$

2. Lateral Forces on Elements of Structures.

a. Parts or portions of structures shall be analyzed as required in Chapter 23, or the successor chapter contained in the latest adopted edition of the California Building Code.

b. Exceptions:

i. Unreinforced masonry walls for which height to thickness ratios do not exceed ratios set forth in Table No. A1-B of this chapter need not be analyzed for out-of-plane loading. Unreinforced masonry walls which exceed the allowable h/t ratios of Table No. A1-B of this chapter shall be braced according to subsection E of this section.

ii. Parapets complying with subsection F of this section need not be analyzed for out-of-plane loading.

3. Shear Walls (In-plane Loading). Shear walls shall comply with Section 15.24.090(I).

D. Special Procedure—Limits for the application of subsection D of this section. The special procedure of this subsection may only be applied to buildings with the following characteristics:

1. Flexible diaphragms at all levels above the base of structure.

2. A maximum of six stories above the base of the building.

3. The vertical elements of the lateral force-resisting system shall consist predominantly of masonry or concrete shear walls.

4. New vertical elements of the lateral force-resisting system consisting of steel-braced frames or special moment-resisting frames shall have a maximum overall height-to-length ratio of one-half to one. (See Section 2312, or successor section contained in the latest edition of the California Building Code.)

5. Except for single story buildings with an open front on one side only, a minimum of two lines of vertical elements of the lateral force resisting system parallel to each axis of the building. (See subsection L of this section for open front buildings.)

E. Lateral Forces on Elements of Structures. With the exception of the diaphragm provisions in subsection D of this section, elements of structures shall comply with subsection (C)(2) of this section.

F. Crosswalls. Crosswalls shall meet the requirements of this subsection.

1. Crosswall Definition.

a. A crosswall is a wood-framed wall sheathed with any of the materials described in Tables No. A1-C or A1-D of this chapter. Spacing of crosswalls shall not exceed forty feet on center measured perpendicular to the direction of consideration, and shall be placed in each story of the building. Crosswalls shall extend the full story height between diaphragms.

b. Exception: Crosswalls need not be provided at all levels in accordance with subsection (G)(2)(d) of this section.

c. Existing crosswalls need not be continuous below a wood diaphragm at or within four feet of grade provided:

i. The shear connection and anchorage requirements of subsection (D)(5)of this section are satisfied at all edges of the diaphragm.

ii. Crosswalls with total shear capacity of .2OZEW ₔinterconnect the diaphragm to the foundation.

iii. The demand capacity ratio of the diaphragm between the crosswalls that are continuous to their foundations shall be calculated as:

$$DCR = [0.83ZWc + Vca]/2vuD \quad (A1\text{-}4)$$

and DCR shall not exceed 2.5.

2. Crosswall Shear Capacity. Within any forty feet measured along the span of the diaphragm, the sum of the crosswall shear capacities shall be at least thirty percent of the diaphragm shear capacity of the strongest diaphragm at or above the level under consideration.

3. Existing Crosswalls. Existing crosswalls shall have a length to height ratio between openings of not less than 1.5. Existing crosswall connections to diaphragms need not be investigated as long as the crosswall extends to the framing of the diaphragm above and below.

4. New Crosswalls. New crosswall connections to the diaphragm shall develop the crosswall shear capacity. New crosswalls shall have the capacity to resist an overturning moment equal to the crosswall shear capacity times the story height. Crosswall overturning moments need not be cumulative over more than two stories.

5. Other Crosswall Systems. Other systems, such as special moment resisting frames, may be used as crosswalls provided that the yield story drift does not exceed one inch in any story.

G. Wood Diaphragms.

1. Acceptable Diaphragm Span. A diaphragm is acceptable if the point (L,DCR) on Figure No. A1-1 of this chapter, falls within Regions 1, 2, or 3.

2. Demand-Capacity Ratios. Demand-capacity ratios shall be calculated for the diaphragm at any level according to the following formulas:

a. For a diaphragm without qualifying crosswalls at levels immediately above or below:

DCR = 0.83Z Wd-EvuD (A1-5)

b. For a diaphragm in a single-story building with qualifying crosswalls:

DCR = 0.83ZWd/(EvuD + vcb) (A1-6)

c. For diaphragms in a multistory building with qualifying crosswalls in all levels:

DCR = 0.83ZEWd/(EEvuD + vcb) (A1-7)

DCR shall be calculated at each level for the set of diaphragms at and above the level under consideration. In addition, roof diaphragm shall also meet the requirements of Formula (A1-6) immediately above.

d. For a roof diaphragm and the diaphragm directly below if coupled by crosswalls:

DCR = 0.83ZEWd-EEvuD (A1-8)

3. Chords. An analysis for diaphragm flexure need not be made and chords need not be provided.

4. Collectors. An analysis of diaphragm collector forces shall be made for the transfer of diaphragm edge shears into vertical elements of the lateral force resisting system. Collector factors may be resisted by new or existing elements.

5. Diaphragm Openings.

a. Diaphragm forces at corners of openings shall be investigated and shall be incorporated into the diaphragm by new or existing materials.

b. In addition to the demand capacity ratios of subsection (G)(2) of this section, the demand capacity ratio of the portion of the diaphragm adjacent to an opening shall be calculated using the opening dimension as the span.

c. Where an opening occurs in the end quarter of the diaphragm span $v_{u}D$ for the demand capacity ratio calculation shall be based on the net depth of the diaphragm.

H. Diaphragm Shear Transfer. Diaphragms shall be connected to shear walls with connections capable of developing a minimum force given by the lesser of the following formulas:

V = 0.50ZCpWd (A1-9)

(A1-9)f1.1 using the C_{p} values in Table No. A1-A of this chapter, or

V = vuD (A1-10)

I. Shear Walls (In-plane Loading)—Special Procedure.

1. Wall Story Force. The wall story force distributed to a shear wall at any diaphragm level shall be the lesser value calculated as:

a. For buildings without crosswalls,

Fwx = 0.33Z(Wwx + Wd/2) (A1-11)

but need not exceed

Fwx = 0.33ZWwx + vuD (A1-12)

b. For buildings with crosswalls in all level:

Fwx = 0.25Z(Wwx + Wd/2) (A1-13)

but need not exceed

Fwx = 0.25Z[Wwx + EW+(V+D/EEvuD)]
(A1-14)

and need not exceed

Fwx = 0.25ZW wx+ VuD (A1-15)

2. Wall Story Shear. The wall story shear shall be the sum of the wall story forces at and above the level of consideration.

Vwx = EFwx (A1-16)

3. Shear Wall Analysis. Shear walls shall comply with subsection M of this section.

J. Moment Frames. Moment frames used in place of shear walls shall be designed as required in Chapter 23 of the California Building Code, or the successor section as contained in the latest adopted edition of the California Building Code, except that the forces shall be as specified in subsection (I)(1) of this section and the interstory drift ratio shall be limited to 0.005, except as further limited in subsection (P)(2)(b) of this section.

K. Out-of-plane Forces—Unreinforced Masonry Walls.

1. Allowable Unreinforced Masonry Wall Height-to-thickness Ratios. The provisions of subsection (C)(2) of this section are applicable except that the allowable height-to-thickness ratios given in Table No. A1-B of this chapter shall be determined from Figure No. A1-1 of this chapter as follows:

a. In Region 1, height-to-thickness ratios for buildings with crosswalls may be used if qualifying crosswalls are present in all stories.

b. In Region 2, height-to-thickness ratios for buildings with crosswalls may be used whether or not qualifying crosswalls are present.

c. In Region 3, height-to-thickness ratios for all other buildings shall be used whether or not qualifying crosswalls are present.

2. Walls with Diaphragm in Different Regions. When diaphragms above and below the wall under consideration have DCRs in different regions of Figure No. A1-1 of this chapter, the lesser h/t ratio shall be used.

L. Buildings with Open Fronts. A building with an open front on one side shall have crosswalls parallel to the open front and shall be designed by the following procedure:

1. Effective diaphragm span, L_e, for use in Figure No. A1-1 of this chapter shall be determined in accordance with the following formula:

$L_e = 2[(W_w/W_d) \times L + L]$ (A1-17)

2. Diaphragm demand/capacity ratio shall be calculated as:

DCR = 0.83Z(Wd + Ww/[(vuD) + Vc] (A1-18)

M. Analysis of Vertical Elements of the Lateral Force-Resisting System. Applicable to both general procedure and special procedure buildings.

N. Existing Unreinforced Masonry Walls—Flexural Rigidity. Flexural components of deflection may be neglected in determining the rigidity of an unreinforced masonry wall.

O. Shear Walls with Openings. Wall piers shall be analyzed according to the following procedure:

1. For any pier,

The pier shear capacity shall be calculated as:

Va = VaDt (A1-19)

2. The pier rocking shear capacity shall be calculated as:

Vr = 0.5PDD/H (A1-20)

3. The wall piers at any level are acceptable if they comply with one of the following modes of behavior:

a. Rocking Controlled Mode. When the pier rocking shear capacity is less than the pier shear capacity, i.e. $V_r < V_a$ for each pier in a level, forces in the wall at that level, V_{wx} shall be distributed to each pier, V_p, in proportion to $P_d D/H$.

For the wall at that level:

Vwx < EVr (A1-21)

b. Shear Controlled Mode. Where the pier shear capacity is less than the pier rocking capacity, i.e. $V_a < V_r$ in at least one pier in a level, forces in the wall at that level, V_{wx}, shall be distributed to each pier, V_p, in proportion to D/H.

For each pier at that level:

Vp < Va (A1-22)

and Vp < Vr (A1-23)

If $V_p < V_a$ for each pier and $V_p < V_r$ for one or more piers, such piers shall be omitted from the analysis, and the procedure shall be repeated for the remaining piers, unless the wall is strengthened and reanalyzed.

4. Masonry Pier Tension Stress. Unreinforced masonry wall piers need not be analyzed for tension stress.

P. Shear Walls Without Openings. Shear walls without openings shall be analyzed as for walls with openings except that V_r shall be calculated as follows:

Vr = (0.50p + 0.25Pw)D/H (A1-24)

1. Plywood Sheathed Shear Walls. Plywood sheathed shear walls may be used to resist lateral loads for buildings with flexible diaphragms analyzed according to provisions of subsection C of this section. Plywood sheathed shear walls may not be used to share lateral loads with other materials along the same line of resistance.

2. Combinations of Vertical Elements.

a. Lateral Force Distribution. Lateral forces shall be distributed among the vertical resisting elements in proportion to their relative rigidities except that moment frames shall comply with subsection (P)(2)(b)of this section.

~~b. Moment-Resisting Frames. A moment frame shall not be used with an unreinforced masonry wall in a single line of resistance unless the wall has piers that are capable of sustaining rocking in accordance with subsection O of this section and the frames are designed to carry one hundred percent of the lateral forces and the interstory drift ratio shall be limited to 0.0025.~~

~~(Code 1965, § 6-14.10.)~~

~~(Ord. No. 1555, § 16, 12-10-19)~~

15.24.~~106~~0 Requirements for placards at unreinforced masonry (URM) structures.~~Detailed system design requirements~~.

In accordance with California State Law, AB 2553, placards shall be placed at the entry of unreinforced masonry buildings to warn occupants in the event of an earthquake which states:

"Earthquake Warning. This is an unreinforced masonry building. You may not be safe inside or near unreinforced masonry buildings during an earthquake."

~~A. Wall Anchorage.~~

~~1. Anchor Locations. All unreinforced masonry walls shall be anchored at the roof and floor levels as required in Section 15.24.090(C)(2). Ceilings with substantial rigidity and abutting masonry walls shall be connected to walls with tension bolts at a maximum anchor spacing of six feet. Ceiling systems with substantial mass shall be braced at the ceiling perimeter to the roof or floor diaphragms.~~

~~2. Anchor Requirements. Anchors shall be tension bolts through the wall as specified in Table No. A1-D of this chapter, or by an approved equivalent at a maximum anchor spacing of six feet. All existing wall anchors shall be secured to the joists to develop the required forces.~~

~~3. Minimum Wall Anchorage. Anchorage of masonry walls to each floor or roof shall resist a minimum force determined by Section 2312(g)(2), or successor section as set forth in the latest adopted edition of the California Building Code or two hundred pounds per linear foot, whichever is greater, acting normal to the wall at the level of the floor or roof. Existing wall anchors, installed under previous permits, must meet or must be upgraded to meet the requirements of this chapter.~~

~~4. Anchors at Corners. At the roof and all floor levels, both shear and tension anchors shall be provided within two feet horizontally from the inside of the corners of the walls.~~

~~5. Anchors with Limited Access. When access to the exterior face of the masonry wall is prevented by proximity of an existing building, wall anchors conforming to Item 6.b. in Table No. A1-D of this chapter may be used.~~

~~B. Diaphragm Shear Transfer. Shear bolt spacing shall have a maximum bolt spacing of six feet.~~

~~C. Collectors. Collector elements shall be provided which are capable of transferring the seismic forces originating in other portions of the building to the element providing the resistance to those forces.~~

~~D. Ties and Continuity. Ties and continuity shall conform to Section 2312(h)(2)(E), or its successor section as contained in the latest adopted edition of the California Building Code.~~

~~E. Wall Bracing.~~

1. General. Where a wall height-to-thickness ratio exceeds the specified limits, the wall may be laterally supported by vertical bracing members per subsection (E)(2) of this section or by reducing the wall height by bracing per subsection (E)(3) of this section.

2. Vertical Bracing Members. Vertical bracing members shall be attached to floor and roof construction for their design loads independently of required wall anchors. Horizontal spacing of vertical bracing members shall not exceed one-half the unsupported height of the wall or ten feet. Deflection of such bracing members at design loads shall not exceed one-tenth of the wall thickness.

3. Intermediate Wall Bracing. The wall height may be reduced by bracing elements connected to the floor or roof. Horizontal spacing of the bracing elements and wall anchors shall be as required by design but shall not exceed six feet on center. Bracing elements shall be detailed to minimize the horizontal displacement of the wall by the vertical displacement of the floor or roof.

F. Parapets.

1. General. Parapets and exterior wall appendages not conforming to this chapter shall be removed, or stabilized or braced to ensure that the parapets and appendages remain in their original position.

2. The minimum height of an unbraced unreinforced masonry parapet above the lower of either the level of tension anchors or roof sheathing, shall not exceed one and one-half times the thickness of the parapet wall. Parapet height may be a maximum of two and one-half times its thickness in other than Seismic Zone Nos. 3 and 4. If the required parapet height exceeds this maximum height, a bracing system designed for the force factors specified in Table No. 23-P, or its successor table in the latest adopted edition of the California Building Code, for walls shall support the top of the parapet. Parapet corrective work must be performed in conjunction with the installation of tension roof anchors.

3. The minimum height of a parapet above the wall anchor shall be twelve inches.

4. Exception: If a reinforced concrete beam is provided at the top of the wall, the minimum height above the wall anchor may be six inches.

G. Veneer.

1. Unreinforced masonry walls which carry no design loads other than their own weight may be considered as veneer if they are adequately anchored to new supporting elements.

   a. Veneer shall be anchored with approved anchor ties, conforming to the required design capacity specified in the latest adopted edition of the California Building Code and placed at a maximum spacing of twenty-four inches with a maximum supported area of two square feet.

   b. Exception: Existing veneer anchor ties may be acceptable provided the ties are in good condition as determined by the building official in his or her sole decision, and conform to the following minimum size, maximum spacing and material requirements.

2. Existing veneer anchor ties shall be corrugated galvanized iron strips not less than one inch in width, eight inches in length and one-sixteenth inch in thickness and shall be located and laid in every alternate course in the vertical height of the wall at a spacing not to exceed seventeen inches on centers horizontally. As an alternate, such ties may be laid in every fourth course vertically at a spacing not to exceed nine inches on centers horizontally.

3. The location and condition of existing veneer anchor ties shall be verified as follows:

   a. An approved testing laboratory shall verify the location and spacing of the ties and shall submit a report to the building official for approval as a part of the structural analysis.

   b. The veneer in a selected area shall be removed to expose a representative sample of ties (not less than four per structure) for inspection by the building official.

H. Truss and Beam Supports.

1. Where trusses and beams other than rafters or joists are supported on masonry, independent secondary columns shall be installed to support vertical loads of the roof or floor members. The loads shall be transmitted down to adequate support.

2. Exception: secondary supports are not required in Seismic Zone Nos. 1, 2A and 2B.

I. Adjacent Buildings. Where elements of adjacent buildings do not have a separation of at least five inches, the allowable height-to-thickness ratios for buildings with crosswalls per Table No. A1-B of this chapter shall not be used in the direction of consideration.

(Code 1965, § 6-14.11)

(Ord. No. 1555, § 17, 12-10-19)

15.24.110 Administrative provisions.

A. Rating Classifications.

1. The rating classifications identified in Table No. A1-E of this chapter are hereby established and each building within the scope of this chapter shall be placed in one such rating classification by the building official. The total occupant load of the entire building as determined by Section 3302(a), or its successor section as contained in the latest adopted edition of the California Building Code, shall be used to determine the rating classification.

2. Exception: for purposes of this chapter, portions of buildings constructed to act independently when resisting seismic forces, and having required exits with independent travel paths, may be placed in separate rating classifications.

B. Compliance Requirements.

1. The owner of each building within the scope of this chapter shall, upon service of an order within the time limits set forth in Table No. A1-G of this chapter, cause a structural analysis to be made of the building by an engineer or architect licensed by the state to practice as such. If the building is found not to be in compliance with earthquake standards specified in this chapter, the owner shall cause it to be structurally altered to conform to such standards or shall cause the building to be demolished.

2. The owner of a building within the scope of this chapter shall comply with the requirements set forth above by submitting to the building official for review the following listed documentation, within the stated time limits:

a. Within one hundred eighty days after service of the order, a structural analysis completed by a structural engineer registered by the State of California, which analysis is subject to approval by the building official as to the procedure followed, form, timeliness and completeness, and which shall demonstrate that the subject building meets the minimum requirements of this chapter; or

b. Within one hundred eighty days after service of the order, the structural analysis and plans prepared by a structural engineer registered by the State of California, for structural alterations of the building to comply with this chapter, an application for building permits, if required for such alterations, and a copy of Form 1403.frm, notification acknowledgment by SCAQMD (South Coast Air Quality Management District); or

c. Within one hundred eighty days after service of the order, plans prepared by a structural engineer registered by the State of California, for the installation of wall anchors in accordance with the requirements specified in Section 15.24.100 and Table No. A1-F, and a copy of Form

1403.frm, notification acknowledgment by SCAQMD (South Coast Air Quality Management District), and an application for building permits, if required for such installation; or

d. Within one hundred eighty days after service of the order, plans and an application for the demolition of the building and a copy of Form 1403.frm, notification acknowledgment by SCAQMD (South Coast Air Quality Management District).

3. After plans are submitted and approved by the building official, the owner shall obtain a building permit and then commence and complete the required construction within the time limits set forth in Table No. A1-F of this chapter. These time limits shall begin to run from the date the order is served in accordance with subsection (C)(2) of this section

4. Owners electing to comply with paragraph (2)(c) of this subsection shall concurrently comply with paragraph (2)(b) or (2)(d) of this subsection. However, for owner electing to comply with paragraph (2)(c), the time limits for obtaining a permit and to complete structural alterations or building demolition set forth in Table No. A1-F of this chapter shall have added to them the time limits set forth in Table No. A1-G of this chapter. Each such extended time limit shall begin to run from the date the order is served in accordance with Section 15.24.110(C).

5. Anything contained in this chapter to the contrary, notwithstanding the time limit to commence structural alterations, building demolition or installation of wall anchors, shall begin to run from the date the permit is issued.

6. This chapter does not authorize or require alteration of existing electrical, plumbing, mechanical or fire safety systems.

C. Administration.

1. Order—Service.

a. The building official shall, in accordance with the priorities set forth in Table No. A1-G of this chapter, issue an order as provided in this section to the owner of each building within the scope of this chapter.

b. Prior to the service of an order as set forth in Table No. A1-G of this chapter, a bulletin may be issued to the owner as shown upon the last equalized assessment roll or to the person in apparent charge or control of a building considered by the building official to be within the scope of this chapter. The bulletin may contain information the building official deems appropriate. The bulletin may be issued by mail or in person.

2. Order—Priority of Service.

a. Priorities for the service of the order for buildings within the scope of this chapter shall be in accordance with the rating classification as shown on Table No. A1-G of this chapter.

b. Within each separate rating classification, the priority of the order shall normally be based upon the occupancy load of the building. The owners of the buildings housing the largest occupant loads shall be served first.

c. The minimum time period prior to the service of the order as shown on Table No. A1-G of this chapter shall be measured from the effective date of this chapter.

d. The building official may, upon receipt of a written request from the owner, order such owner to bring his building into compliance with this chapter prior to the normal service date for such building set forth in this chapter.

3. Order—Contents.

a. The order shall be in writing and shall be served either personally or by certified or registered mail (return receipt required) upon the owner as shown on the last equalized assessment roll, and upon the person, if any, in apparent charge or control of the building.

b. The order shall specify that the building has been determined by the building official to be within the scope of this chapter and, therefore, is required to meet the minimum seismic standards of this chapter. The order shall specify the rating classification of the building and shall be accompanied by a copy of paragraphs (a) through (d) of subsection (B)(2) of this section, which sets forth the owner's alternatives and time limits for compliance.

4. Appeal from Order.

a. The owner of the building may appeal the building official's initial determination that the building is within the scope of this chapter to the board of appeals established by Section 15.24.120.

b. Such appeal shall be filed with the board within sixty working days from the service date of the order described in subsection (C)(3)of this section

c. Any such appeal shall be decided by the board no later than ninety days after filing. The decision shall be in writing and the grounds thereof shall be stated clearly and concisely. Appeals or requests for modifications from any other determinations, orders or actions by the building official pursuant to this chapter shall be made in accordance with the procedures established in Sections 105 and 106 of the latest adopted edition of the California Building Code.

5. Recordation.

a. At the time that the building official serves the aforementioned order, the building official shall also file with the office of the county recorder a certificate stating that the subject building is within the scope of this chapter and is a potentially earthquake hazardous building.

b. The certificate shall also state that the owner thereof has been ordered to structurally analyze the building and to structurally alter or demolish it where compliance with this chapter has not been demonstrated.

c. If the building is either demolished, found not to be within the scope of this chapter, or is structurally capable of resisting minimum seismic forces required by this chapter as a result of structural alterations or an analysis, the building official shall file with the office of the county recorder a form terminating the status of the subject building as being classified within the scope of this chapter.

6. Enforcement.

a. If the owner of the subject building fails to comply with any order issued by the building official pursuant to this chapter within any of the time limits set forth in subsection C of this section, the building official shall verify that the record owner of this building has been properly served.

b. If the order has been served on the record owner, then the building official by resolution adopted by the city council, shall order that the entire building be vacated and that the building remain vacated until such order has been complied with.

c. If compliance with such order has not been accomplished within ninety days after the date the building has been ordered vacated or such additional time as may have been granted by the board of appeals, the city council by resolution may order its demolition as a nuisance in accordance with the provisions of Chapter 8.04 of this Code.

(Code 1965, § 6-14.12)

(Ord. No. 1555, § 18, 12-10-19)

15.24.~~127~~0 Seismic retrofit, board of appeals.

A. Purpose and Establishment. In order to determine the suitability of alternate materials and methods of construction and to provide interpretations of this chapter, there shall be and is hereby created a board of retrofit appeals.

B. The board of retrofit appeals shall have that same membership and shall operate under the same procedures as the public works advisory committee set forth in Chapter 2.44 of this Code.

C. Under no circumstances shall the board grant more than a sixty-day extension of time within which to conform to any requirement of this chapter.

15.24.~~138~~0 Enforcement of this chapter.

A. Misdemeanor.

1. Any person who violates any provision of this chapter including, but not limited to, willful failure to comply with any specifications or plans submitted with the building permit application, shall be guilty of a misdemeanor. Each and every violation shall be punishable by a fine and/or imprisonment as permitted under state law. The imposition of a penalty for any violation shall not constitute an excuse of that violation, nor shall it constitute a permit for the violation to continue unabated.

2. Each day of violation shall be a separate offense, and shall constitute a new violation.

3. The application of these penalties shall not prevent removal of the unlawful structure or condition by the city or its assembly.

B. Liability.

1. The building official or his or her designee charged with enforcement of this chapter shall not render himself or herself personally liable for any damage that may accrue to persons or property as a result of any act or by reason of any act or omission in the discharge of his or her duties.

2. This chapter shall not be construed to relieve or lessen the responsibility of any person owning, operating or controlling any building or structure for any damages to persons or property caused by such defects.

~~**Table No. A1-A**~~

~~**Horizontal Force Factor C_p**~~

~~Configuration of Materials~~	~~Cp~~
~~Roofs with straight or diagonal sheathing and roofing applied directly to the sheathing, or floors with straight tongue and groove sheathing~~	~~0.5~~
~~Diaphragms with double or multiple layers of boards with edges offset and blocked plywood systems~~	~~0.75~~

~~**Table No. A1-B**~~

~~**Allowable Value of Height-Thickness Ratio of Unreinforced Masonry Walls**~~

Wall Types	Seismic Zone 2B and 3 Buildings	Seismic Zone 4 Buildings With Cross-walls	Seismic Zone 4 All Other Buildings
Walls of one-story buildings	16	16[2,3]	13
First-story wall of multi-story building	18	16	15
Walls in top story of multi-story buildings	14	14[2,3]	9
All other walls	16	16	13

[1] Applies to the special procedures of Section A106(d) only. See Section A106(d) 7 for other restrictions.

[2] This value of height-to-thickness ratio may be used only where mortar shear tests in accordance with Section A103 establish a tested mortar shear strength, v_t, of not less than 100 psi or where the tested mortar shear strength, v_t, is not less than 60 psi and a visual examination of the collar joint indicates not less than 50% mortar coverage.

[3] Where a visual examination of the collar joint indicates not less than 50% mortar coverage and the tested mortar shear strength, v_t, when established in accordance with Sections A103 is greater than 30 psi but less than 60 psi, the allowable height-to-thickness ratio may be determined by linear interpolation between the larger and smaller ratios in direct proportion to the tested mortar shear strength, v_t.

Table No. A1-C

Allowable Values for Existing Materials

Existing Materials or Configurations of Materials[1]	Allowable Values
1. Horizontal Diaphragms[4]	
a. Roofs with straight sheathing and roofing applied directly to the sheathing.	100 lbs. per foot for seismic shear
b. Roofs with diagonal sheathing land roofing applied directly to the sheathing.	250 lbs. per foot for seismic shear
c. Floors with straight tongue-and-groove sheathing.	100 lbs. per foot for seismic shear
d. Floors with straight sheathing and finished wood flooring with board edges offset or perpendicular.	500 lbs. per foot for seismic shear
e. Floor with diagonal sheathing and finished wood flooring.	600 lbs. per foot for seismic shear
2. Crosswalls[2,4]	

a. Plaster on wood or metal lath	Per side: 200 lbs. per foot for seismic shear
b. Plaster on gypsum lath	175 lbs. per foot for seismic shear
c. Gypsum wall board, unblocked edges	75 lbs. per foot for seismic shear
d. Gypsum wall board, blocked edges	125 lbs. per foot for seismic shear
3. Existing Footings, Structural Steel, Wood Framing, and Reinforced Steel	
a. Plain concrete footings.	f'c = 1500 psi unless otherwise shown by tests
b. Douglas fir wood.	Allowable stress same as No. 1 D.F.[3]
c. Reinforcing steel.	ft = 18,000 lbs. per square inch maximum.[3]
d. Structural steel.	ft = 20,000 lbs. per square inch maximum.[3]

[1] Material must be sound and in good condition.

[2] Shear values of these materials may be combined, except the total combined value shall not exceed 300 lbs. per foot.

[3] Stresses given may be increased for combinations of loads as specified in Section A105.

[4] A one-third increase in allowable stress is not allowed.

Figure No. A1-1

Acceptable Diaphragm Span

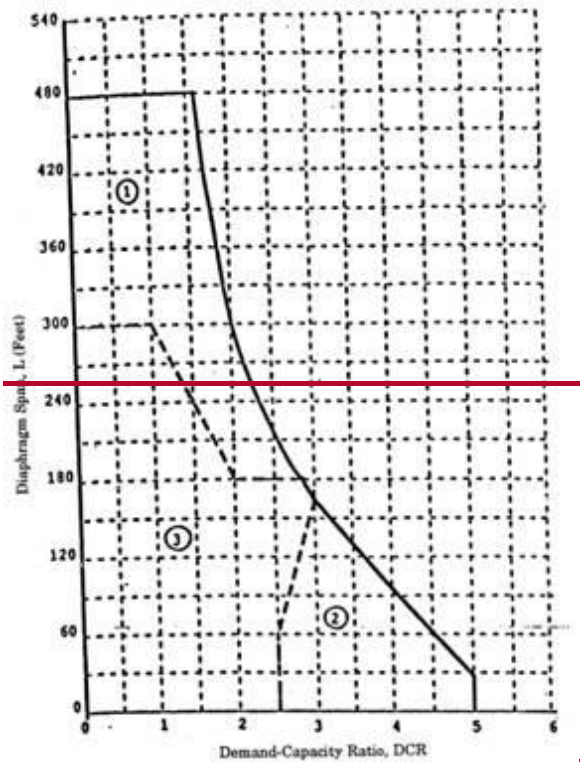


Table No. A1-D[4]

Allowable Values of New Materials Used in Conjunction with Existing Construction

New Materials or Configurations of Materials	Allowable Values[4]
1. Horizontal Diaphragms	
Plywood sheathing applied directly over existing straight sheathing with ends of plywood sheets bearing on joists or rafters and edges of plywood located on center of individual sheathing boards.	225 lbs. per foot
2. Cross Walls	
a. Plywood sheathing applied directly over wood studs. No value shall be given to plywood applied over existing plaster or wood sheathing.	1.33 times the value specified in Table No. 25-K-1 California Building Code for shear walls.
b. Drywall or plaster applied directly over wood studs.	100 percent of the values in Table No. 47-I of the California Building Code.
c. Drywall or plaster applied to sheathing over existing wood studs.	50 percent of the values plywood specified in Table No. 47-I of the California Building Code.
4. Tension Bolts	
Bolts extending entirely through unreinforced masonry walls secured with bearing plates on far side of a 3 wythe minimum wall with at least 30 square inches of area.[2, 3]	1800 lbs. per bolt, 900 lbs. for 2 wythe walls.
5. Shear Bolts	
Bolts embedded a minimum of 8 inches into unreinforced masonry walls. Bolts shall be centered in 2-½ inch-diameter hole with the dry-pack or non-shrink grout around circumference of bolt.[1, 3]	133 percent of the values for plain masonry specified for solid masonry in Table No. 24-E of California Building Code. No values larger than those given for ¾ inch bolts shall be used.
6. Combined Tension and Shear Bolts	
a. Through Bolts—Combined Shear and Tension Bolts meeting the above	Tension: Same as for tension bolts. Shear: Same as for shear bolts

requirements for tension bolts and shear bolts.[1, 2, 3]	
b. Embedded Bolts—Combined Shear and Tension Bolts extending to the exterior face of the wall with a 2 ½ inch round plate under the head and drilled at an angle of 22 ½ degrees to the horizontal. Installed as specified for shear bolts.[1, 2, 3]	Tension: Same as for tension bolts. Shear: Same as for shear bolts
7. Infilled Walls	
Reinforced masonry infilled openings in existing unreinforced masonry walls. Provide keys or dowels to match reinforcing.	Same as values specified for unreinforced masonry walls.
8. Reinforced Masonry	
Masonry piers and walls reinforced per Chapter 24.	Same as values specified in Section 2409.
9. Reinforced Concrete	
Concrete footings, walls and piers reinforced as specified in Chapter 26 of the California Building Code and designed for tributary loads.	Same as values specified in Chapter 26 of the California Building Code.

[1] Bolts to be tested as specified in Section A104.

[2] Bolts to be ½ inch minimum in diameter.

[3] Drilling for bolts and dowels shall be done with an electric rotary drill. Impact tools shall not be used for drilling holes or tightening anchors and shear bolt nuts.

[4] A one-third increase in allowable stress is not allowed.

(Ord. No. 1555, § 19, 12-10-19)

Table No. A1-E

Rating Classifications

Type of Building	Classification
Essential Building	I
Hazardous Building	I
High-Risk Building	II
Medium-Risk Building	III
Low-Risk Building	IV

Table No. A1-F

Time Limits for Compliance

Required Action by Owner	Obtain Permit Within	Commence Within	Complete Within
Structural Alterations	1 year[1]	180 days[2]	3 years
Wall Anchor	60 days[1]	120 days[2]	180 days

[1] Measured from date of service of order.

[2] Measured from date of building permit issuance.

Table No. A1-G

Extensions of Time and Service Priorities

Rating Classification	Occupant Load	Extension of Time if Wall Anchors are Installed	Periods for Service of Order
I (Highest Priority)	N/A	N/A	N/A
II	300 or more	—	180 days
II	100 or more	1 year	180 days
III-A	100 or more	1 year	4 years
III-B	More than 50 but less than 100	1 year	4 years
III-C	More than 19 but less than 51	1 year	4 years
IV (Lowest Priority)	Less than 20	1 year	7 years

[1] All strengthening required by this chapter shall be completed by July 1, 1998.

[2] Occupant loads are established by the most recent edition of the California Building Code.

(Ord. No. 1555, § 20, 12-10-19)

Table No. A1-H

Elements Regulated by this Chapter

Building Elements	Seismic Zone				
	1	2A	2B	3	4
Parapets	*	*	*	*	*
Walls, Anchorage	*	*	*	*	*
Walls, h/t Ratios			*	*	*
Walls, In-plane Shear			*	*	*
Diaphragms, Shear Transfer			*	*	*
Diaphragms, Demand-Capacity Ratios[1]				*	*

[1] Applies only to buildings designed according to the special procedures of Section A106(d).

Chapter 15.26 - GRADING

Grading plans shall be prepared and certified by a registered engineer and design professional who has demonstrated competency in the preparation of engineering plans by the City engineer. Each application for a grading permit shall be accompanied by copies of the certified grading plan, including all applicable specifications and special provisions. The number of copies shall be set by directive issued by the City engineer. Supporting data consisting of a soil engineering report and geology report shall be required at the discretion of the City engineer and/or the Building Official. The grading plans, specifications and other supporting data shall be submitted to the City engineer for review.

The following language is added to Appendix J of the Building Code to read as follows:

J109.5

It is unlawful for storm water on a lot to be diverted onto an adjected lot unless it is specifically designed to do so and provisions have been made for it to do so because of topographical conditions which do not allow for any other path of drainage. Stormwater drainage across lot lines is prohibited and all stormwater must be diverted onto the public right of way or into a private catchment system, or into the public storm drainage system. Drainage easements must be recorded where stormwater is to be diverted across lot lines.

Chapter 15.28 FIRE DISTRICTS

15.28.010 Fire zones generally.

The fire districts shall be known and designated as Fire Zones One, Two and Three. Such zones shall include the territory or portions of the city described in the following section and as illustrated, outlined and designated on a certain map on file in the office of the city clerk for the application of the regulations included in the California Building Code adopted by Section 15.08.010.

(Code 1965, § 6-09.01.)

~~(Ord. No. 1555, § 21, 12-10-19)~~

~~15.28.020 Description of fire zones.~~

~~Fire Zones One, Two and Three of the city are hereby created and established as follows:~~

~~A. Fire Zone One. None established;~~

~~B. Fire Zone Two. Fire Zone Two shall consist of all that territory in this city included in the following boundaries:~~

~~Beginning at the intersection of Murray Street and Livingston Street; north along the centerline of Hays Street to the centerline of Third Street; south along the centerline of Third Street to the centerline of Livingston Street; east to the centerline of Murray Street, being the point of beginning;~~

~~C. Fire Zone Three. Fire Zone Three shall consist of all that certain territory in this city lying outside of Fire Zone Two.~~

~~(Code 1965, § 6-09.02.)~~

~~15.28.030 Restrictions related to fire zones.~~

~~A. The restrictions in Fire Zones One, Two and Three shall consist of and be the restrictions provided for in the California Building Code adopted by Section 15.08.010 except as hereby specifically amended.~~

~~B. Notwithstanding any contrary provisions of this Code, including provisions of the California Building Code as adopted or as amended, it shall be unlawful for any person, firm or corporation to erect, construct, or move in any building or structure in the city unless the same is provided with a fire-retardant roof covering as defined in section 3203(e) of the California Building Code 1979 Edition, or a roofing material designated as Class A or B by a testing laboratory which has been approved by the superintendent of building safety and the fire chief of the fire department as a testing agency that is regularly engaged in conducting test Class A or B roofing. No wood roof-covering of any type shall be permitted within the city limits.~~

~~C. It shall be unlawful for any person, firm or corporation to make any alterations, repairs, improvements or additions to any building or structure in the city involving the removal, repair, replacement or installation of roofing material on more than fifty percent of the roof of such structure or building within any twelve-month period unless the roof area so altered, repaired, improved or added to is provided with a roof or roof covering as provided in subsection A of this section.~~

~~(Code 1965, § 6-09.03.)~~

~~(Ord. No. 1555, § 22, 12-10-19)~~

Chapter 15.32 BUILDING RELOCATIONS

15.32.010 Permit required.

No person, firm, corporation or other entity shall move or relocate any structure over the public streets or alleys of the city unless, in addition to the building permit required by Section 15.12.010, a relocation permit has been issued pursuant to this chapter.

In addition, when the structure is to be moved over the City streets or over property lines, the applicant must obtain a Haul Permit from the City's Public Works Department prior to the relocation.

15.32.020 Permit application.

Any person, firm, corporation or other entity may apply for a relocation permit by filing a written application and the fee required by Section 15.32.030 with the city Planning and Building Departments~~manager or his designee~~. The application shall contain the following information:

A. The present location of the structure proposed to be moved;

B. The location to which the applicant proposes to move the structure;

C. The route proposed to be followed in moving the structure;

D. Two sets of floor plan blueprints;

E. Four elevations of the structure as it would appear when erected on the proposed site;

F. The weight, width and length of the structure and its total height while in transit, including any moving dollies or other equipment;

G. A termite inspection report prepared by a bonded and licensed termite inspection company showing the current status of the structure with respect to termite infestation, dry rot, or any other condition affecting structural integrity;

H. A listing of the number and location of all utility lines which would have to be disconnected or moved to enable the structure to be moved;

I. A listing of the number, size, kind and location of trees and other vegetation along the proposed moving route which might be injured by the moving process and an estimate of the extent of such damage.

15.32.030 Permit fees.

The relocation permit application shall be accompanied by a filing fee ~~of one hundred sixty-five dollars~~as set by the current fee schedule for the cost of inspection and staff review. No application shall be processed without such filing fee. The relocation permit filing fee shall be in addition to any other fees which are required by the ordinances of the city or any other applicable law, including the building permit fee required by Section 15.12.030.

15.32.040 Building inspector's report.

Upon receipt of a relocation permit application, the ~~city manager or his designee~~Planning Director and Building Official shall request the building inspector to inspect the structure proposed to be moved. Such inspection shall occur at the original site of the structure before it is moved. The senior building inspector shall submit a written inspection report to the ~~city manager~~Building official or ~~his~~ designee providing information on the following items:

A. The type of construction, age and present condition of the structure, including a preliminary assessment of the structural and esthetic compatibility of the structure to the area to which it is proposed to be moved. The compatibility assessment shall include but not be limited to the factors contained in Title 17 of this Code;

B. A recommendation as to the amount of time reasonably required to complete the structure relocation and all other activities necessary to complete the relocation and any necessary reconstruction or

repairs, provided that in no case shall such recommendation exceed one hundred eighty days from the date of permit issuance.

15.32.050 Department of community development review.

The city manager or his designee shall present the relocation permit application and building inspector's report to the department of community development for review and consideration. The director of the department of community development or his designee shall thereupon approve or reject the application or approve the application with such conditions as the department deems appropriate. If approval or approval with conditions is granted, the application will be presented to the building department for consideration. If the application is rejected or if the applicant objects to conditions of approval, the applicant may appeal the department's decision in accordance with the procedures set forth in Chapter 17.68 of this Code. If no appeal is taken, the director's decision will be final.

15.32.060 Building department review.

Upon approval or approval with conditions by the department of community development, the building department shall review the relocation permit application for compliance with this chapter and all other applicable laws. The building department shall require the applicant to make such changes or repairs to the plans and specifications and to the structure proposed to be moved as may be necessary to bring the structure into compliance with this chapter and all other applicable laws. The building department shall impose all permit conditions it deems reasonably necessary, including but not limited to changes in the proposed transport route, imposition of additional fees to mitigate environmental impacts caused by the relocation, a time limit within which the moving and reconstruction operations must be completed, and the requirement that all moving equipment be subject to prior approval by the senior building inspector who shall at all times have the right to inspect any such equipment. When the building department is satisfied that all conditions and requirements imposed by this chapter and all other applicable laws have been met, the department may issue a relocation permit.

15.32.070 Relocation permit bond.

A. Upon approval of the relocation permit application, the applicant shall obtain and file with the building department a relocation permit bond. Such bond may be a surety bond, in favor of the city or a certified check made payable to the City of Banning, or cash. The city clerk shall hold such bond until ordered by the city manager or his designee to release it.

B. The relocation permit bond, check or cash shall be at least equal to the cost, as estimated by the city manager or his designee, of such repairs, additions or alterations as are necessary to bring the structure into compliance with all ordinances of the city, and to make the structure conform with all other plans required by the community development department, planning commission and building department, provided that in no case shall the bond, check or cash be in an amount less than ten thousand dollars.

C. The relocation permit bond shall be conditioned upon faithful performance of the work of additions and repairs to the building, in accordance with the drawings and specifications which shall accompany the application for the permit. The term of any bond filed pursuant to this section shall begin upon the date it is filed, and shall end upon the completion, to the satisfaction of the city manager or his designee, of the performance of all the terms and conditions of the relocation permit. Such completion shall be determined and evidenced by a statement thereof signed by the senior building inspector, a copy of which shall be sent to any surety or principal upon request. When a cash bond has been posted, the cash shall be returned to the depositor, or to his successors or assigns, upon the termination of the bond, except any portion thereof that may have been used or deducted as provided elsewhere in this chapter.

15.32.080 Notice and compensation to public utilities.

Upon issuance of the relocation permit, it shall be the duty of the applicant to notify all public utilities affected by the relocation of any temporary utility rearrangements required to accomplish the move. The notice shall specify the time and route over which the relocation operation is to be conducted. The applicant shall furnish the building department proof of said notice as well as proof of forty-eight hours' notice to the chief of police of the city. The applicant shall be responsible for payment of any costs reasonably incurred by a public utility in accommodating the relocation.

15.32.090 Liability for damages.

The relocation permit applicant shall be liable for any damage caused by moving operations. Damages to public property may be repaired by the city and the costs thereof billed to the applicant, thereby becoming a charge against any bonds held by the city.

15.32.100 Trailer lights.

Whenever any structure relocation takes place between sunset and sunrise, red lights shall be placed and illuminated in each corner of the structure, and at the end of any projection extending beyond the rear of the structure and moving platform. The lights shall be displayed at all times while the structure is on any public street or alley.

15.32.110 ~~Housemover's~~House mover permit.

Any person, firm, corporation or other entity engaged in any structure relocation for which a relocation permit has been issued pursuant to Section 15.32.060, must obtain a written ~~housemover's~~house mover permit before moving any structure on, over or along any public street or alley.

15.32.120 ~~Housemover~~House mover qualifications.

A ~~housemover's~~house mover permit shall not be issued to any person, firm, corporation or other entity which does not comply with the city's business license ordinance and hold a valid general contractor's license issued by the state of California.

15.32.130 ~~Housemover's~~House mover bond.

No ~~housemover's~~house mover permit shall be issued until the person, firm, corporation or other entity making application for the ~~housemover's~~house mover permit shall have filed with the building department a housemover's bond, certified check or cash in an amount not less than five thousand dollars. The ~~housemover's~~house mover bond, check or cash shall be held by the city clerk until ordered by the city manager or his designee to release the bond. The ~~housemover's~~house mover bond shall be approved by the city finance director before it is ~~accepted, and~~accepted and shall contain provisions indemnifying the city and any public utility company affected against any damages suffered as a result of any interference with city property or public utilities. Upon completion of the relocation, the ~~housemover's~~house mover bond, check or cash shall be released, provided that all claims and charges arising out of the relocation have been satisfied or otherwise settled.

15.32.140 ~~Housemover's~~House mover insurance.

No ~~housemover's~~house mover permit shall be issued until the house-mover's permit applicant provides proof to the building department of all insurance policies required by the state contractor's license board, including but not limited to worker's compensation insurance. Special insurance or bonds, other than those specifically mentioned in this chapter, may be required when the city manager or his designee deems such insurance or bonds to be in the best interests of the city.

Chapter 15.40 SWIMMING POOLS

15.40.010 Fencing and enclosure required.

Every person in possession of land within the city, either as owner, purchaser under contract, lessee, tenant, licensee or otherwise, upon which is situated a swimming pool or other out-of-doors body of water designed for swimming, dipping or immersion purposes, having a depth in excess of eighteen inches, shall at all times maintain on the lot or premises upon which such pool or body of water is located, and completely surrounding such pool or body of water, an enclosure that satisfies the requirements of subsection B of Section 15.08.020. There shall be no openings, holes or gaps therein larger than four inches square. Such openings, holes or gaps shall not be constructed in a horizontal series constituting steps or other means of access. If a picket fence is erected or maintained, the openings or spaces between the pickets shall not exceed four inches. A dwelling house or accessory building may be used as a part of such enclosure.

15.40.020 Fencing and enclosure—Existing pools.

All swimming pools in existence on July 10, 1965, shall be fenced in accordance with the requirements of this chapter on or before June 1, 1966.

15.40.030 Fencing and enclosure—Doors, gates and other openings.

All gates or doors opening through the enclosure required by this chapter shall be equipped with a self-closing and self-latching device, consistent with the requirements of subsection B of Section 15.08.020, not less than fifty-four inches high, designed to keep, and capable of keeping, such door or gate securely closed at all times when not in actual use. The door of any dwelling house or accessory building and forming any part of the enclosure need not be so equipped.

15.40.040 Required area between pool and surrounding structures.

Every swimming pool constructed after July 10, 1965, shall be constructed so that there is at least five feet between the main building and the swimming pool, that there is at least five feet between a side lot line or rear lot line and the swimming pool, and that there is at least five feet between any auxiliary building and the swimming pool, except that lesser distance may be permitted between a swimming pool and a building if the swimming pool is so designed to maintain the structure integrity of the structure involved.

15.40.050 Compliance with chapter required.

All plans submitted to the city for swimming pools to be constructed shall show compliance with the requirements of this chapter and Chapter 15.08 of this title, and final inspection and approvals of all pools shall be withheld until all requirements of this chapter and Chapter 15.08 of this title have been complied with.

~~15.40.060 Modification of requirements.~~

~~The city council may make and allow modification in individual cases, upon a showing of good cause, with respect to the type, height, nature or location of the fences, walls, gates or latches required by this chapter, so long as the degree of protection provided for in this chapter is not reduced thereby.~~

~~(Code 1965, § 6-10.06.)~~

~~(Ord. No. 1555, § 23, 12-10-19)~~

Chapter 8.16 FIRE PROTECTION CODE[1]

8.16.010 Application and adoption of the California Fire Code.

Except as stated in this section or as amended below in section 8.16.020 of this chapter, all of the provisions and appendices of the 2022 California Fire Code, inclusive of all of the inclusions and exclusions set for in each chapter's matrix, are hereby adopted and shall apply to the City of Banning. In addition, the following provisions that are excluded in the 2022 California Fire Code are hereby adopted: Chapter 1 (excluding Sections 103.2 and 109.3), Chapters 3 and 25, and Sections 403.12, 503, 510.2, and 1103.2.

(Ord. No. 1503, § 2, 12-12-16; Ord. No. 1555, § 1, 12-10-19; Ord. No. 1586, § 2, 11-8-22)

8.16.020 Amendments to California Fire Code.

The codes, chapters, standards, and appendices are amended as specifically set forth in the following chapters herein:

CHAPTER 1. SCOPE AND ADMINISTRATION

Section 101.4 of the California Fire Code is deleted in its entirety and replaced with the following:

101.4 Severability. If any provision, clause, sentence, or paragraph of this code or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this code which can be given effect without the invalid provision or application, and to this end, the provisions of this code are hereby declared to be severable.

Section 102.5 of the California Fire Code is amended as follows:

102.5 Application of residential code. Where structures are designed and constructed in accordance with the California Residential Code, the provisions of this code shall apply as follows:

1. Construction and design provisions of this code pertaining to the exterior of the structure shall apply including, but not limited to, premises identification, fire apparatus access and water supplies. Where interior or exterior systems or devices are installed, construction permits required by Section 105.7 of this code shall apply.

2. Administrative, operational and maintenance provisions of this code shall apply.

3. Automatic fire sprinkler system requirements of this code shall apply to detached accessory buildings 3,600 square feet (334 m^2) or greater in accordance with Section 903.2. The provisions contained in Section 903.2.18 of the California Fire Code or Section R309.6 of the California Residential Code may be used for the design of the automatic fire sprinkler system for detached private garages.

Section 104.1.1 is added to Section 104.1 of the California Fire Code to read as follows:

104.1.1 Authority of the Fire Chief and Fire Department.

[1]Editor's note(s)—Section 2 of Ord. No. 1503, adopted Dec. 12, 2016, repealed and replaced in its entirety ch. 8.16 to read as herein set out. Former ch. 8.16 pertained to the same subject matter, consisted of §§ 8.16.010—8.16.050 and derived from the 1965 Code; Ord. 1380; and Ord. No. 1468, adopted Feb. 11, 2014.

1. The Fire Chief is authorized and directed to enforce all applicable State fire laws and provisions of this code and to perform such duties as directed by the City Council.

2. The Fire Chief is authorized to administer, interpret and enforce this code. Under the Fire Chief's direction, the Riverside County Fire Department is authorized to enforce ordinances of the City of Banning pertaining to the following:

2.1. The prevention of fires.

2.2. The suppression or extinguishment of dangerous or hazardous fires.

2.3. The storage, use and handling of hazardous materials.

2.4. The installation and maintenance of automatic, manual and other private fire alarm systems and fire extinguishing equipment.

2.5. The maintenance and regulation of fire escapes.

2.6. The maintenance of fire protection and the elimination of fire hazards on land, in buildings, structures and other property, including those under construction.

2.7. The maintenance of means of egress.

2.8. The investigation of the cause, origin and circumstances of fire and unauthorized releases of hazardous materials.

3. The following persons are hereby authorized to interpret and enforce the provisions of this code and to make arrests and issue citations as authorized by law:

3.1. The Unit Chief, Peace Officers and Public Officers of the California Department of Forestry and Fire Protection.

3.2. The Fire Chief, Peace Officers and Public Officers of the Riverside County Fire Department.

3.3. The Riverside County Sheriff and any deputy sheriff.

3.4. The Police Chief and any police officer of any city served by the Riverside County Fire Department.

3.5 Officers of the California Highway Patrol.

3.6. Code Officers of the City of Banning Code Enforcement Department.

3.7. Peace Officers of the California Department of Parks and Recreation.

3.8. The law enforcement officer of the Federal Bureau of Land Management.

Sections 104.7 and 104.7.1 of the California Fire Code are deleted in their entirety and replaced with the following:

104.7 Liability. Any liability against Riverside County or the City of Banning or any officer or employee for damages resulting from the discharge of their duties shall be as provided by law.

Section 104.13 is added to Section 104 of the California Fire Code to read as follows:

104.13 Authority of the Fire Chief to close hazardous fire areas. Except upon National Forest Land, the Fire Chief is authorized to determine and announce the closure of any hazardous fire area or portion thereof. Any closure by the Fire Chief for a period of more than fifteen (15) calendar days must be approved by the Riverside County Board of Supervisors and/or the City Council within fifteen (15) calendar days of the Fire Chief's original order of closure. Upon such closure, no person shall go in or be upon any hazardous fire area, except upon the public roadways and inhabited areas. During such closure, the Fire Chief shall erect and maintain at all entrances to the closed area sufficient signs giving notice of closure. This section shall not prohibit residents or owners of private property within any closed area, or their invitees, from going in or being upon their lands. This section shall not apply to any entry, in the course of duty, by a peace officer,

duly authorized public officer or fire department personnel. For the purpose of this section, "hazardous fire area" shall mean public or private land that is covered with grass, grain, brush or forest and situated in a location that makes suppression difficult resulting in great damage. Such areas are designated on Hazardous Fire Area maps filed with the office of the Fire Chief.

Section 105.3.1 of the California Fire Code is amended to add the following language:

105.3.1 Expiration. An operational permit shall remain in effect for a period of one (1) year (365 days), unless otherwise reissued, renewed, or revoked, or for such a period of time as specified in the permit and as specified in writing by the Fire Code Official.

Section 107.2 of the California Fire Code is deleted in its entirety and replaced with the following:

107.2 Schedule of permit fees. Fees for services and permits shall be as set forth in the City of Banning fee schedule.

Section 107.7 is added to Section 107 of the California Fire Code to read as follows:

107.7 Cost recovery. Fire suppression, investigation, rescue, or emergency medical costs are recoverable in accordance with Health and Safety Code Sections 13009 and 13009.1, as may be amended from time to time. Additionally, any person who negligently, intentionally, or in violation of law causes an emergency response, including, but not limited to, a traffic accident, spill of toxic or flammable fluids or chemicals is liable for the costs of securing such emergency, including those costs pursuant to Government Code Section 53150 et seq., as may be amended from time to time. Any expense incurred by the Riverside County Fire Department for securing such emergency shall constitute a debt of such person and shall be collectable by Riverside County in the same manner as in the case of an obligation under contract, express or implied.

Section 108.2 of the California Fire Code is amended to add the following language:

108.2 Inspections. The Fire Code Official shall issue an annual permit for a building, structure, and operations therein.

Section 111.1 of the California Fire Code is deleted in its entirety and replaced with the following:

111.1 Board of appeals established. The Board of Appeals shall be the City Manager. If he or she determines an outside board is needed, he or she shall designate an outside hearing officer to hear the appeal. The Fire Chief shall be notified of any appeal and the Fire Chief or designee shall be in attendance at the appeal hearing. Depending on the subject of the appeal, specialized expertise may be solicited, at the expense of the applicant, for the purpose of providing input to the Appeals Board.

Section 112.4 of the California Fire Code is deleted in its entirety and replaced with the following:

112.4 Violation and penalties. It shall be unlawful for any person, firm, corporation or association of persons to violate any provision of this code, or to violate the provisions of any permit granted pursuant to this code. Punishments and penalties for violations shall be in accordance with the City of Banning ordinances and fee schedules and Health and Safety Code Sections 17995 through 17995.5.

CHAPTER 2. DEFINITIONS

The definition of "Fire Chief" in Section 202 of the California Fire Code is deleted in its entirety and replaced with the following:

FIRE CHIEF. The Fire Chief of Riverside County or the Fire Chief's designee.

CHAPTER 3. GENERAL REQUIREMENTS

Section 308.1.6.3 of the California Fire Code is deleted in its entirety and replaced with the following:

308.1.6.3 Sky lanterns or similar devices. A person shall not release or cause to be released a sky lander or similar device.

CHAPTER 5. FIRE SERVICE FEATURES

Section 503.2.1 of the California Fire Code is deleted in its entirety and replaced with the following:

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 24 feet (7315 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm). For additional requirements or alternatives see Riverside County Fire Department Standards and Policies, as may be amended from time to time.

Section 503.2.2 of the California Fire Code is deleted in its entirety and replaced with the following:

503.2.2 Authority. The fire code official shall be the only authority authorized to designate fire apparatus access roads and fire lanes and to modify the minimum fire lane access widths for fire or rescue operations

Section 503.6.1 is added to Section 503.6 of the California Fire Code to read as follows:

503.6.1 Automatic opener. New motorized gates shall be provided with means to be automatically opened remotely by emergency vehicle in accordance with Riverside County Fire Department standards and Policies, as may be amended from time to time.

Exception: Gates serving individual one- and two-family dwelling parcels.

Section 503.7 is added to Section 503 of the California Fire Code to read as follows:

503.7 Loading areas and passenger drop-off areas. On private properties, where fire apparatus access roads are utilized for loading or unloading or utilized for passenger drop-off or pick-up, an additional eight (8) feet of width shall be added to the minimum required width for the fire apparatus access road.

Section 507.5.7 is added to Section 507 of the California Fire Code to read as follows:

507.5.7 Fire hydrant size and outlets. As determined by the fire code official, fire hydrant sizes and outlets shall be based on the following:

1. Residential Standard - one (1) four (4) inch outlet and one (1) two and half (2½) inch outlet.

2. Super Hydrant Standard - one (1) four (4) inch outlet and two (2) two and one half (2½) inch outlet.

3. Super Hydrant Enhanced - two (2) four (4) inch outlet and one (1) two and one half (2½) inch outlet.

Section 507.5.8 is added to Section 507 of the California Fire Code to read as follows:

507.5.8 Fire hydrant street marker. Fire hydrant locations shall be visually indicated in accordance with Riverside County Fire Department Technical Policy 06-11, as may be amended from time to time. Any hydrant marker damaged or removed during the course of street construction or repair shall be immediately replaced by the contractor, developer or person responsible for removal or damage.

Section 508.1 of the California Fire Code is deleted in its entirety and replaced with the following:

508.1 General. Where required by other sections of this code and in all buildings classified as high-rise buildings by the California Building Code, in buildings greater than 300,000 square feet (27871 m^2) in area and in Group I-2 occupancies having occupied floors located more than 75 feet above the lowest level of fire department vehicle access, a fire command center for fire department operations shall be provided and comply with Sections 508.1.1 through 508.1.8.

Section 508.1.1 of the California Fire Code is deleted in its entirety and replaced with the following:

508.1.1 Location and access. The fire command center shall be located adjacent to the main lobby and shall be accessible from fire department vehicular access or as approved by the fire code official. The room shall have direct access from the building exterior at the lowest level of fire department access.

Section 508.1.3 of the California Fire Code is amended to add the following:

Exception: A fire command center solely required because a building is greater than 300,000 square feet (27871 m^2) in area shall be a minimum of 96 square feet (9 m 2) with a minimum dimension of 8 feet (2438 mm).

Section 508.1.6 of the California Fire Code is amended to add the following:

Exception: A fire command center solely required because a building is greater than 300,000 square feet (27871 m^2) in area shall comply with NFPA 72 and contain the features set forth in Section 508.1.6 subsections 5, 8, 10, 12, 13 and 14. The features set forth in Section 508.1.6 subsections 1, 2, 3, 4, 6, 7, 9, 11, 15, 16, 17, 18 and 19 shall be required when such building contains systems or functions related to these features.

Section 508.1.7 of the California Fire Code is deleted in its entirety and replaced with the following:

508.1.7 Fire command center identification. The fire command center shall be identified by a permanent easily visible sign stating, "Fire Dept. Command Center," located on the door to the fire command center.

Section 509.2.1 is added to Section 509.2 of the California Fire Code to read as follows:

509.2.1 Minimum clearances. A 3-foot (914 mm) clear space shall be maintained around the circumference of exterior fire protection system control valves, or any other exterior fire protection system component that may require immediate access, except as otherwise required or approved.

CHAPTER 6. BUILDING SERVICES AND SYSTEMS

Section 608.11.1.2 of the California Fire Code is deleted in its entirety and replaced with the following:

608.11.1.2 Manual operation. When required by the fire code official, automatic crossover valves shall be capable of manual operation. The manual valves shall be located in an approved location immediately outside of the machinery room in a secure metal box or equivalent and marked as Emergency Controls.

CHAPTER 9. FIRE PROTECTION SYSTEMS

Section 903.2 of the California Fire Code is deleted in its entirety and replaced with the following:

903.2 Where required. In all new buildings and structures which are 3,600 square feet (334 m^2) or greater, an approved automatic sprinkler system shall be provided regardless of occupancy classification. Where the Sections 903.2.1 - 903.2.20 of the California Fire Code require more restrictive requirements than those listed below, the more restrictive requirement shall take precedence.

Exception: Unless required elsewhere in this code or the California Building Code, automatic fire sprinkler systems shall not be required for the following:

1. Detached Group U occupancies used for agricultural or livestock purposes, less than 5,500 square feet (511 m^2), and having setback distances of 50 feet (15 m) or more from the property line and other buildings.

2. Detached non-combustible equestrian arena shade canopies that are open on all sides and used for riding only - no commercial, assembly or storage uses.

3. Detached fabric or non-combustible shade structures that are open on all sides and used to shade playground equipment, temporary storage of vehicles and dining areas with no cooking.

4. Detached Group U occupancy greenhouses less than 5,500 square feet (511 m^2).

5. Where determined by the Fire Chief that no major life safety hazard exists, and the fuel load does not pose a significant threat to firefighter safety or to other structures or property, automatic fire sprinklers may be exempted.

One- and two-family dwellings shall have an automatic fire sprinkler system regardless of square footage in accordance with the California Residential Code. Fire sprinkler systems shall be installed in mobile homes,

manufactured homes and multifamily manufactured homes with two dwelling units in accordance with Title 25 of the California Code of Regulations.

The following exceptions in the California Fire Code shall not be allowed:

a. Exception in Section 903.2.3

b. Exception 2 in Section 903.2.11.3

Section 903.3.5.3 is added to Section 903 of the California Fire Code to read as follows:

903.3.5.3 Hydraulically calculated systems. The design of hydraulically calculated fire sprinkler systems shall not exceed 90 percent of the water supply capacity.

CHAPTER 32. HIGH-PILED COMBUSTIBLE STORAGE

Section 3204.2.1 is added to Section 3204.2 of the California Fire Code to read as follows:

3204.2.1 Minimum requirements for client leased or occupant owned warehouses. Designs of an automatic sprinkler system for client leased or occupant owned buildings containing high pile storage shall be based on the requirements of NFPA 13. The responsible fire protection engineer shall perform a survey of the building to determine commodity classification, storage configuration, building height and other information related to the development of an appropriate sprinkler system design. The fire protection engineer shall also make reasonable efforts to meet with the building owner or operator to understand seasonal or customer related fluctuations to the stored commodities, storage height, and configuration. The sprinkler design shall be based on the most demanding requirements determined through the onsite survey and discussions with the building owner or operator. The technical report shall describe the basis for determining the commodity and sprinkler design selection, how the commodities will be isolated or separated, and include referenced design document(s), including NFPA 13 or the current applicable factory mutual data sheets. If a specific fire test is used as the basis of design, a copy of the fire test report shall be provided at the time of plan review.

CHAPTER 49. REQUIREMENTS FOR WILDLAND-URBAN INTERFACE FIRE AREAS

Section 4904.4 is added to Section 4904 of the California Fire Code to read as follows:

4904.4 High Fire Hazard Severity Zone Maps. In accordance with Government Code Sections 51175 through 51189, Very High Fire Hazard Severity Zones are designated as shown on a map titled Very High Fire Hazard Severity Zones, dated December 24, 2009, and retained on file at the office of the Fire Chief, which supersedes other maps previously adopted designating high fire hazard areas.

~~APPENDIX B~~

~~Table B105.2 of the California Fire Code is amended as follows:~~

~~TABLE B105.2~~

~~REQUIRED FIRE-FLOW FOR BUILDINGS OTHER THAN ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES~~

~~AUTOMATIC SPRINKLER SYSTEM (Design Standard)~~	~~MINIMUM FIRE-FLOW (gallons per minute)~~	~~FLOW DURATION (hours)~~
~~No automatic sprinkler system~~	~~Value in Table B105.1(2)~~	~~Duration in Table B105.1(2)~~
~~Section 903.3.1.1 of the California Fire Code~~	~~50% of the value in Table B105.1(2)[a]~~	~~Duration in Table B105.1(2) at the reduced flow rate~~
~~Section 903.3.1.2 of the California Fire Code~~	~~50% of the value in Table B105.1(2)[b]~~	~~Duration in Table B105.1(2) at the reduced flow rate~~

~~For SI: 1 gallon per minute = 3.785 L/m.~~

~~a. The reduced fire-flow shall be not less than 1,000 gallons per minute.~~

~~b. The reduced fire-flow shall be not less than 1,500 gallons per minute.~~

~~APPENDIX C~~

~~Section C103.1 of the California Fire Code is deleted in its entirety and replaced with the following:~~

~~*C103.1 Hydrant spacing*. Fire apparatus access roads and public streets providing required access to buildings in accordance with Section 503 of the International Fire Code shall be provided with one or more fire hydrants, as determined by Section C102.1. Where more than one fire hydrant is required, the distance between required fire hydrants shall be in accordance with Sections C103.2 and C103.3. Fire hydrants shall be provided at street intersections."~~

~~(Ord. No. 1555, § 1, 12-10-19; Ord. No. 1586, § 2, 11-8-22; Ord. No. 1595, § 2, 9-12-23)~~

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Arturo Vela, Interim City Manager**

PREPARED BY: **Brandon Robinson, Electrical Engineering Supervisor**
Fred Lyn, Deputy Electric Utility Director

MEETING DATE: **November 12, 2025**

SUBJECT: **Accept an Easement from Tri Pointe Homes for Electric Utility Purposes on Accessor's Tract Map No. 37389-3 PA 29 within the Atwell Development for the Maintenance of the City-Owned Electric Distribution System**

RECOMMENDATION:

Accept an easement from Tri Pointe Homes for electric utility purposes for Tract Map No. 37389-3 PA 29 within the Atwell development.

BACKGROUND:

Final Tract Map No. 37388-7 within the Atwell Development Specific Plan was approved by the Banning City Council via Resolution 2024-190 on December 10, 2024 and Tract Map No. 37389-6 was approved by the Banning City Council via Resolution 2025-027 on February 25, 2025. The Banning Electric Utility has constructed electrical improvements within these tracts that were required to serve the new Atwell housing development and maintain overhead distribution services for the nearby Highland Estates community. As part of the Conditions of Approval for the project, the developer or owner is required to provide the City with the necessary easements for the maintenance of the City owned electric distribution system.

The facilities within the proposed easements consist of both primary underground electric infrastructure required for utility service within the Atwell development and overhead distribution infrastructure to maintain electric service to certain parcels with the Highland Estates community.

JUSTIFICATION:

It is necessary to obtain the easement for the City to access and provide maintenance for the City-owned electric distribution equipment which may include utility poles, conduit with conductors, transformers, switchgear, equipment pads, and meters.

FISCAL IMPACT:

There is no fiscal impact associated with the acceptance of the easement.

ALTERNATIVES:

Do not accept the easement and provide alternative direction.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Easement 37389-6_PA9A_.pdf
2. Certificate of Acceptance - Easement for 37389-6, PA 9A.docx
3. Easement 37388-7_PA35B.pdf
4. Certificate of Acceptance - Easement for 37388-7, PA 35B.docx

EXEMPT RECORDING REQUESTED BY

City of Banning

PER GOV'T CODE 6103

AND WHEN RECORDED MAIL TO:

City of Banning – City Clerk
P.O. Box 998
Banning, CA 92220

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 408-570-022 & 026

EASEMENT – PUBLIC ELECTRIC UTILITY PURPOSES

The undersigned, being the present title owner(s) of record of the herein described parcel of land (Grantor(s), do hereby grant to the City of Banning, a California municipal corporation, and its successors or assigns (Grantee), an easement for public electric utility purposes, as more fully described herein, over, under and across the real property situated in the City of Banning, County of Riverside, State of California, described in Exhibit "A" (Public Electric Easement Legal Description) and shown on Exhibit "B" (Public Electric Easement Boundary Plat Map) attached hereto and incorporated herein by this reference as though set forth in full.

This easement for public electric utility purposes is for Grantee's construction, maintenance, reconstruction, and use of overhead and underground electrical lines, together with any and all appurtenances thereto, including, but not limited to, conduits, poles, vaults and wires, and the right, from time to time, to trim or cut down any and all trees, bushes and brush now or hereafter within the easement area or along each side of the easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder or that Grantee deems necessary to comply with applicable City, state and federal laws and regulations. Grantor further agrees not to erect, place or maintain, nor permit the erection, placement or maintenance of any building, planter box or boxes, structure or fill soil in the easement area described in Exhibit "A" and shown on Exhibit "B".

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

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

IN WITNESS THEREOF, these presents have executed this instrument this 9th day of October, 2025.

Tri Pointe Homes, IE-SD, Inc.
Individual/Corporation (Type Name)

Signature

Brian Ortwein, VP of Project Management
Name and Title (Type)

See acknowledgements attached to this document.

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

State of California)
County of Riverside)

On October 9th 2025, before me, Diana Karpowitz, Notary Public,
(insert name and title of the officer)

Notary Public, personally appeared Brian Ortwein,
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.

DIANA KARPOWITZ
Notary Public - California
Riverside County
Commission # 2445627
My Comm. Expires May 1, 2027

Signature Diana Karpowitz (Seal)

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

State of California)
County of Riverside)

On _____, before me, _____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature_____ (Seal)

EXHIBIT "A"

PUBLIC ELECTRIC EASEMENT
CITY OF BANNING PROJECT ID NO. RW 25-0011
LEGAL DESCRIPTION

VARIOUS STRIPS OF LAND LYING WITHIN LOTS 19 THROUGH 29, INCLUSIVE, AND LOTS 31 THROUGH 33, INCLUSIVE, OF TRACT NO. 37389-6, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS FILED IN MAP BOOK 500, PAGES 37-44, INCLUSIVE, RECORDS OF SAID COUNTY.

STRIP 1:

A 10.00 FOOT WIDE STRIP OF LAND LYING WITHIN SAID LOT 33 OF TRACT NO. 37389-6, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EASTERLY 10.00 FEET OF SAID LOT.

SAID PUBLIC ELECTRIC EASEMENT CONTAINS 795 SQUARE FEET, MORE OR LESS.

STRIP 2:

A 10.00 FOOT WIDE STRIP OF LAND LYING WITHIN SAID LOT 32 OF TRACT NO. 37389-6, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EASTERLY 10.00 FEET OF SAID LOT.

SAID PUBLIC ELECTRIC EASEMENT CONTAINS 691 SQUARE FEET, MORE OR LESS.

STRIP 3:

A 10.00 FOOT WIDE STRIP OF LAND LYING WITHIN SAID LOT 31 OF TRACT NO. 37389-6, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EASTERLY 10.00 FEET OF SAID LOT.

SAID PUBLIC ELECTRIC EASEMENT CONTAINS 680 SQUARE FEET, MORE OR LESS.

STRIP 4:

A PORTION OF LAND LYING WITHIN SAID LOT 29 OF TRACT NO. 37389-6, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 29;

THENCE ALONG THE EAST LINE OF SAID LOT 29 SOUTH 06°26'15" EAST 63.71 FEET TO THE SOUTHEAST CORNER OF SAID LOT 29, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID LOT 28;

THENCE ALONG THE SOUTH LINE OF SAID LOT 29 AND THE NORTH LINE OF SAID LOT 28 NORTH 89°46'46" WEST 5.03 FEET;

THENCE LEAVING SAID SOUTH LINE OF LOT 29 AND SAID NORTH LINE OF LOT 28 NORTH 14°44'08" WEST 65.83 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 29;

EXHIBIT "A"

PUBLIC ELECTRIC EASEMENT
CITY OF BANNING PROJECT ID NO. RW 25-0011
LEGAL DESCRIPTION

THENCE ALONG SAID NORTH LINE OF LOT 29 SOUTH 88°30'49" EAST 14.64 FEET TO THE **POINT OF BEGINNING**;

SAID PUBLIC ELECTRIC EASEMENT CONTAINS 622 SQUARE FEET, MORE OR LESS.

STRIP 5:

A STRIP OF LAND 5.00 FEET IN WIDTH LYING WITHIN SAID LOT 28 OF SAID TRACT NO. 37389-6, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EASTERLY 5.00 FEET OF SAID LOT.

SAID PUBLIC ELECTRIC EASEMENT CONTAINS 321 SQUARE FEET, MORE OR LESS.

STRIP 6:

A 5.00 FOOT WIDE STRIP OF LAND LYING WITHIN SAID LOT 27 OF TRACT NO. 37389-6, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EASTERLY 5.00 FEET OF SAID LOT.

SAID PUBLIC ELECTRIC EASEMENT CONTAINS 321 SQUARE FEET, MORE OR LESS.

STRIP 7:

A PORTION OF LAND LYING WITHIN LYING WITHIN SAID LOT 26 OF TRACT NO. 37389-6, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 26;

THENCE ALONG THE EASTERLY LINE OF SAID LOT 26 SOUTH 06°26'15" EAST 66.20 FEET TO THE SOUTHEAST CORNER OF SAID LOT 26;

THENCE ALONG THE SOUTH LINE OF SAID LOT 26 SOUTH 88°30'49" EAST 86.33 FEET TO THE NORTHEAST CORNER OF SAID LOT 25;

THENCE CONTINUING ALONG SAID SOUTH LINE OF LOT 26 AND THE NORTH LINE OF SAID LOT 25 SOUTH 89°46'46" EAST 5.00 FEET;

THENCE LEAVING SAID SOUTH LINE OF LOT 26 AND SAID NORTH LINE OF LOT 25 NORTH 0°13'14" EAST 10.00 FEET;

THENCE SOUTH 89°46'46" EAST 5.11 FEET;

THENCE SOUTH 88°30'49" EAST 80.00 FEET;

THENCE NORTH 06°26'15" WEST 55.99 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 26, SAID POINT ALSO BEING ON THE SOUTH LINE OF SAID LOT 27;

THENCE ALONG SAID NORTH LINE OF LOT 26 AND SAID SOUTH LINE OF LOT 27 SOUTH 89°46'46" EAST 5.03 FEET TO THE **POINT OF BEGINNING**.

EXHIBIT "A"

PUBLIC ELECTRIC EASEMENT
CITY OF BANNING PROJECT ID NO. RW 25-0011
LEGAL DESCRIPTION

SAID PUBLIC ELECTRIC EASEMENT CONTAINS 1188 SQUARE FEET, MORE OR LESS.

STRIP 8:

A VARIABLE WIDTH STRIP OF LAND LYING WITHIN SAID LOT 25 OF TRACT NO. 37389-6, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHERLY 10.00 FEET TOGETHER WITH THE EASTERLY 5.00 FEET OF SAID LOT.

SAID PUBLIC ELECTRIC EASEMENT CONTAINS 1,325 SQUARE FEET, MORE OR LESS.

STRIP 9:

A 5.00 FOOT WIDE STRIP OF LAND LYING WITHIN SAID LOT 24 OF TRACT NO. 37389-6, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EASTERLY 5.00 FEET OF SAID LOT.

SAID PUBLIC ELECTRIC EASEMENT CONTAINS 275 SQUARE FEET, MORE OR LESS.

STRIP 10:

A 5.00 FOOT WIDE STRIP OF LAND LYING WITHIN SAID LOT 23 OF TRACT NO. 37389-6, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EASTERLY 5.00 FEET OF SAID LOT.

SAID PUBLIC ELECTRIC EASEMENT CONTAINS 275 SQUARE FEET, MORE OR LESS.

STRIP 11:

A 5.00 FOOT WIDE STRIP OF LAND LYING WITHIN SAID LOT 22 OF TRACT NO. 37389-6, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EASTERLY 5.00 FEET OF SAID LOT.

SAID PUBLIC ELECTRIC EASEMENT CONTAINS 278 SQUARE FEET, MORE OR LESS.

STRIP 12:

A 5.00 FOOT WIDE STRIP OF LAND LYING WITHIN SAID LOT 21 OF TRACT NO. 37389-6, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EASTERLY 5.00 FEET OF SAID LOT.

SAID PUBLIC ELECTRIC EASEMENT CONTAINS 284 SQUARE FEET, MORE OR LESS.

STRIP 13:

A 10.00 FOOT WIDE STRIP OF LAND LYING WITHIN SAID LOT 20 OF TRACT NO. 37389-6, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EXHIBIT "A"

PUBLIC ELECTRIC EASEMENT
CITY OF BANNING PROJECT ID NO. RW 25-0011
LEGAL DESCRIPTION

THE EASTERLY 10.00 FEET OF SAID LOT.

SAID PUBLIC ELECTRIC EASEMENT CONTAINS 558 SQUARE FEET, MORE OR LESS.

STRIP 14:

A 5.00 FOOT WIDE STRIP OF LAND LYING WITHIN SAID LOT 19 OF TRACT NO. 37389-6, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EASTERLY 5.00 FEET OF SAID LOT.

SAID PUBLIC ELECTRIC EASEMENT CONTAINS 555 SQUARE FEET, MORE OR LESS.

STRIP 15:

A 10.00 FOOT WIDE STRIP OF LAND LYING WITHIN SAID LOT 19 OF TRACT NO. 37389-6, LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE CENTERLINE INTERSECTION OF MAHOGANY STREET, HAVING A 28.00 FOOT HALF-WIDTH, AND HOFFER STREET, HAVING A 28.00 FOOT HALF-WIDTH;

THENCE EASTERLY ALONG THE CENTERLINE OF SAID HOFFER STREET THE FOLLOWING FOUR (4) COURSES:

1) SOUTH 88°31'09" EAST 43.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 300.00 FEET;

2) EASTERLY ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 04°40'46" AN ARC LENGTH OF 24.50 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 300.00 FEET, A RADIAL LINE TO THE BEGINNING OF SAID REVERSE CURVE BEARS SOUTH 6°09'37" WEST;

3) EASTERLY ALONG SAID REVERSE CURVE, THROUGH A CENTRAL ANGLE OF 04°40'46" AN ARC LENGTH OF 24.50 FEET;

4) SOUTH 88°31'09" EAST 33.57 FEET;

THENCE PERPENDICULAR TO SAID CENTERLINE, NORTH 01°28'51" EAST 30.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID HOFFER STREET, ALSO BEING ON THE SOUTHERLY LINE OF SAID LOT 19 AND THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 01°28'21" EAST 9.00 FEET TO THE **POINT OF TERMINUS**.

SAID PUBLIC ELECTRIC EASEMENT CONTAINS 90 SQUARE FEET, MORE OR LESS.

STRIP 16:

AN 18.00 FOOT WIDE STRIP OF LAND LYING WITHIN SAID LOT 19 OF TRACT NO. 37389-6, LYING 9.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

EXHIBIT "A"

PUBLIC ELECTRIC EASEMENT
CITY OF BANNING PROJECT ID NO. RW 25-0011
LEGAL DESCRIPTION

COMMENCING AT THE CENTERLINE INTERSECTION OF MAHOGANY STREET, HAVING A 28.00 FOOT HALF-WIDTH, AND HOFFER STREET, HAVING A 28.00 FOOT HALF-WIDTH;

THENCE NORTHERLY ALONG THE CENTERLINE OF SAID MAHOGANY STREET, NORTH 01°28'51" EAST 86.70 FEET;

THENCE PERPENDICULAR TO SAID CENTERLINE SOUTH 88°31'09" EAST 28.00 FEET TO THE WESTERLY LINE OF SAID LOT 19 AND THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 88°31'09" EAST 12.00 FEET TO THE **POINT OF TERMINUS**.

SAID PUBLIC ELECTRIC EASEMENT CONTAINS 216 SQUARE FEET, MORE OR LESS.

SUBJECT TO ALL CONDITIONS, RESERVATIONS, EASEMENTS AND RIGHTS OF RECORDS, IF ANY.

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED UNDER THE SUPERVISION OF:

10-8-25

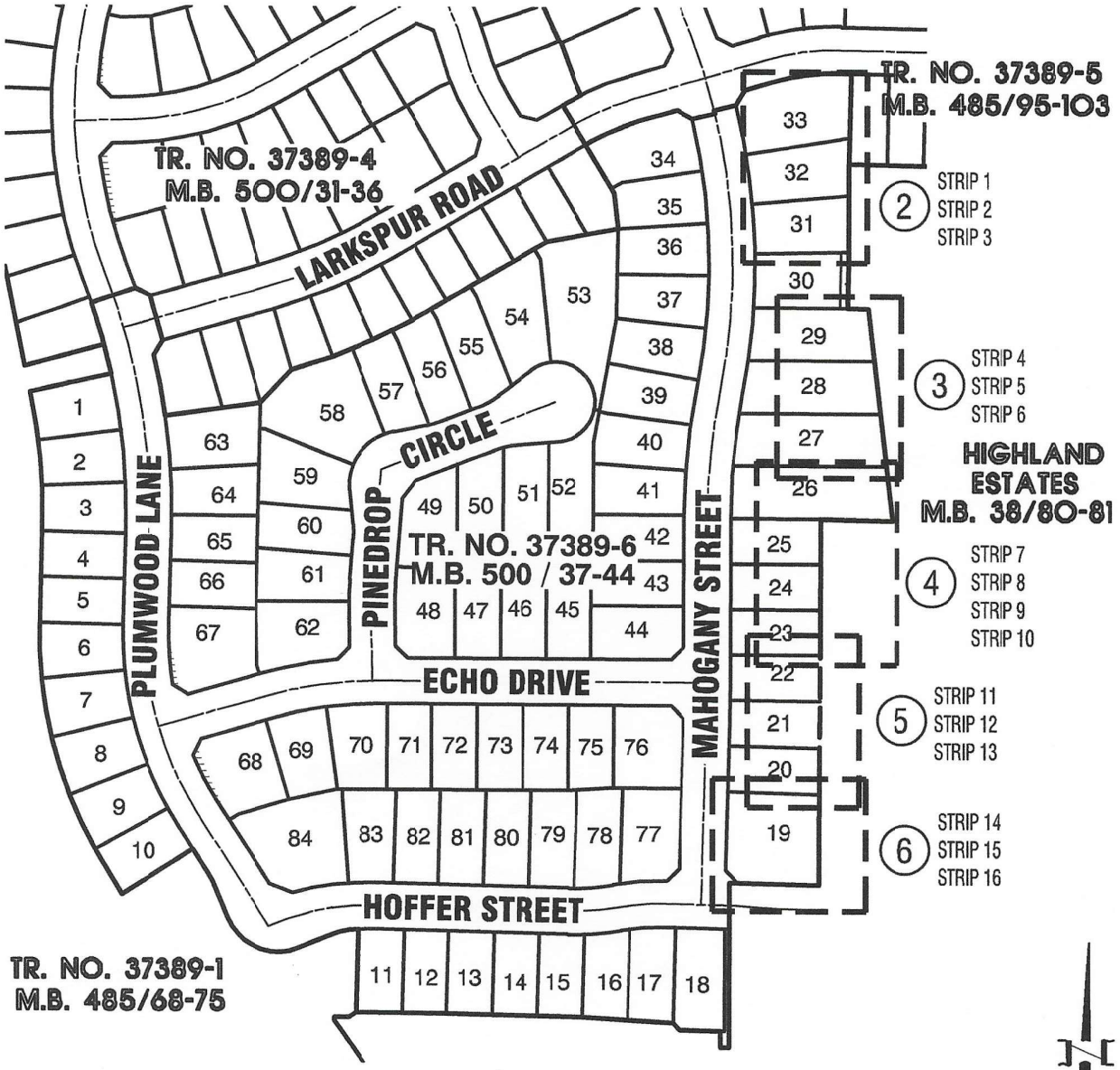
DARYL J. CHRISTIAN, PLS 8554 DATE



EXHIBIT "B"

SHEET 1 OF 7

PUBLIC ELECTRIC EASEMENT
BOUNDARY PLAT
CITY OF BANNING PROJECT ID NO. RW 25-0011



INDEX MAP

(#) INDICATES SHEET NUMBER

SCALE: 1" = 200'

100 50 0 200

GRAPHIC SCALE

PROFESSIONAL LAND SURVEYOR
DARYL J. CHRISTIAN
LS 8554
STATE OF CALIFORNIA

SURVEYOR'S CERTIFICATE
PREPARED UNDER THE SUPERVISION OF:

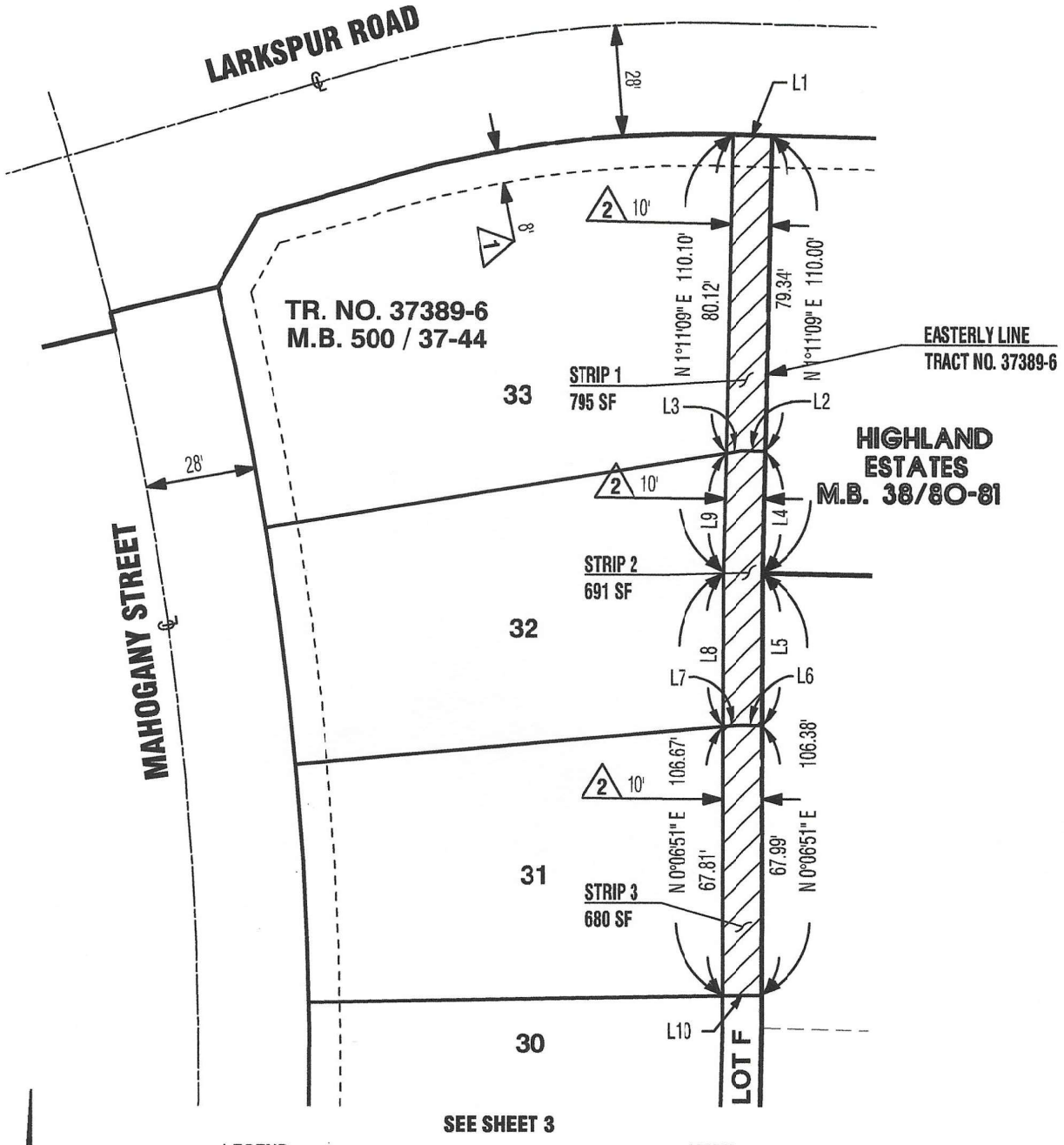
10-8-25

DARYL J. CHRISTIAN DATE
LICENSED LAND SURVEYOR NO. 8554

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5 PETERS CANYON ROAD
SUITE 305
IRVINE, CA 92606
(949) 251-8821
WWW.MDSCONSULTING.NET
PLANNERS ENGINEERS SURVEYORS

EXHIBIT "B"

PUBLIC ELECTRIC EASEMENT
BOUNDARY PLAT
CITY OF BANNING PROJECT ID NO. RW 25-0011



LEGEND:

PUBLIC ELECTRIC EASEMENT

NOTE:

SEE SHEET 7 FOR LINE AND CURVE TABLES AND EASEMENT NOTES.

SCALE: 1" = 40'

20 10 0 40

GRAPHIC SCALE

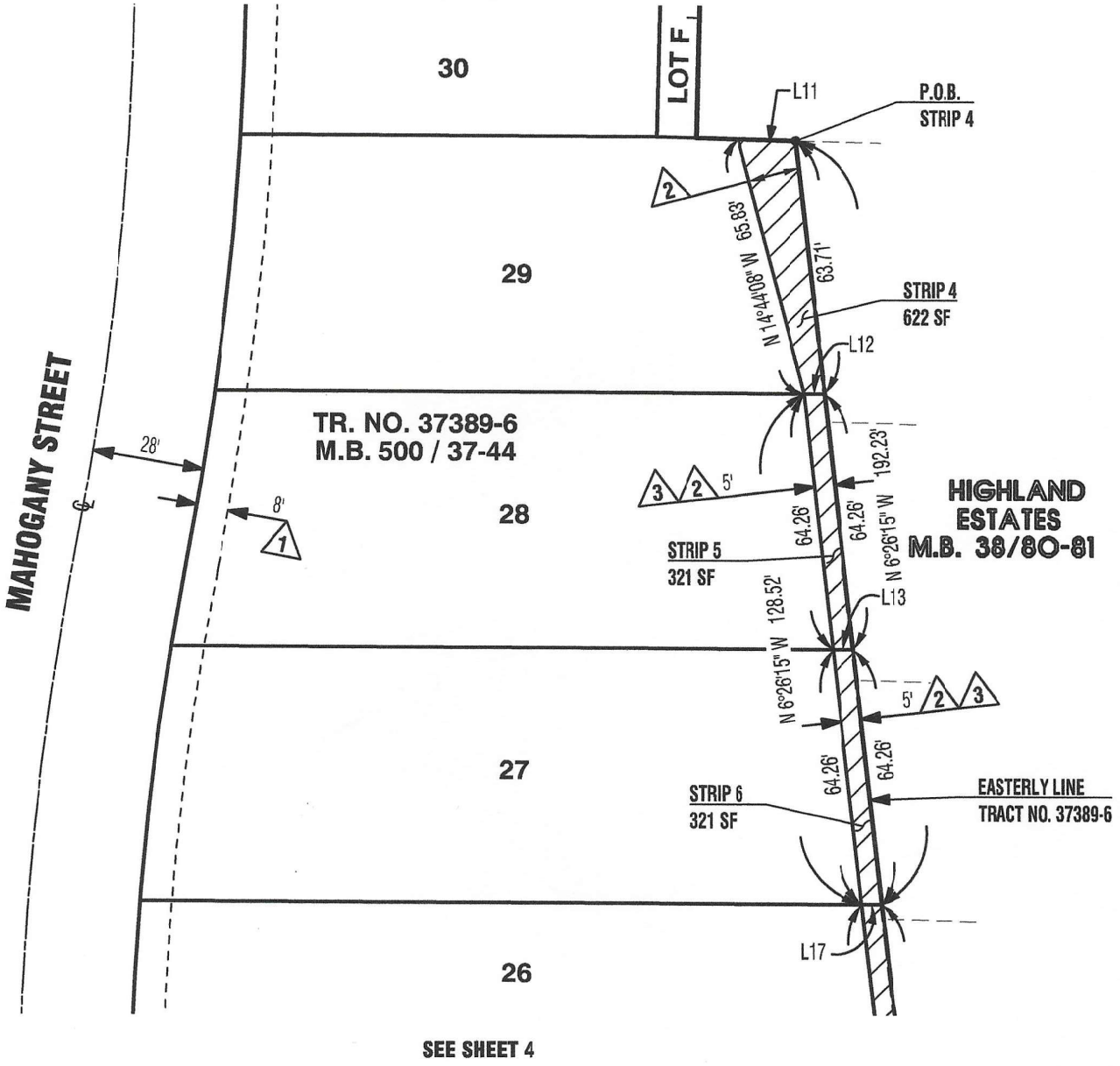
ABBREVIATIONS

M.B.	MAP BOOK
NO.	NUMBER
P.O.C.	POINT OF COMMENCEMENT
P.O.T.	POINT OF TERMINATION
T.P.O.B.	TRUE POINT OF BEGINNING
SF	SQUARE FEET

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EXHIBIT "B"

PUBLIC ELECTRIC EASEMENT
BOUNDARY PLAT
CITY OF BANNING PROJECT ID NO. RW 25-0011



SCALE: 1" = 40'

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GRAPHIC SCALE

LEGEND:

PUBLIC ELECTRIC EASEMENT

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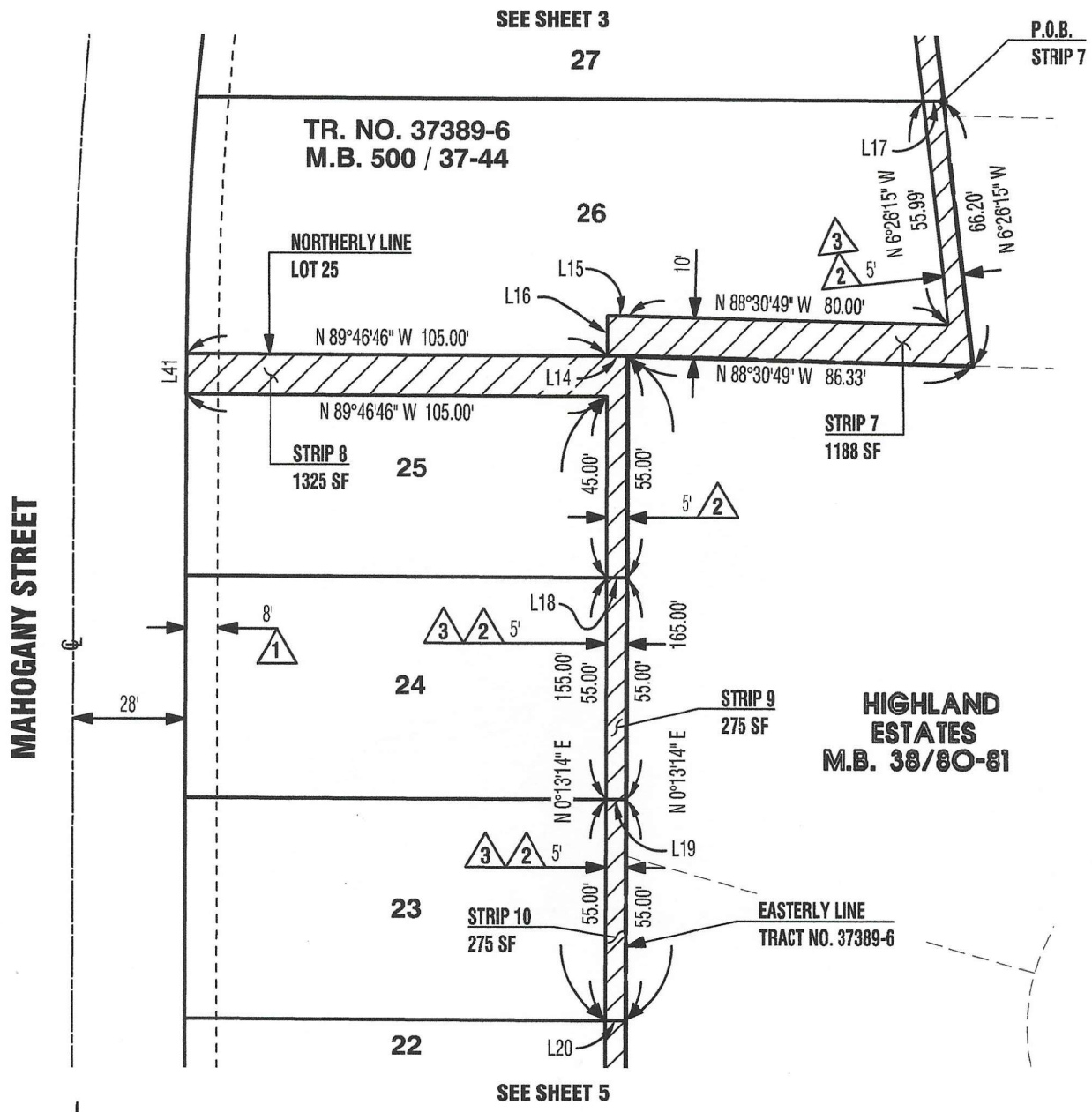
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EXHIBIT "B"

PUBLIC ELECTRIC EASEMENT
BOUNDARY PLAT
CITY OF BANNING PROJECT ID NO. RW 25-0011



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20 10 0 40

GRAPHIC SCALE

LEGEND:

PUBLIC ELECTRIC EASEMENT

NOTE:

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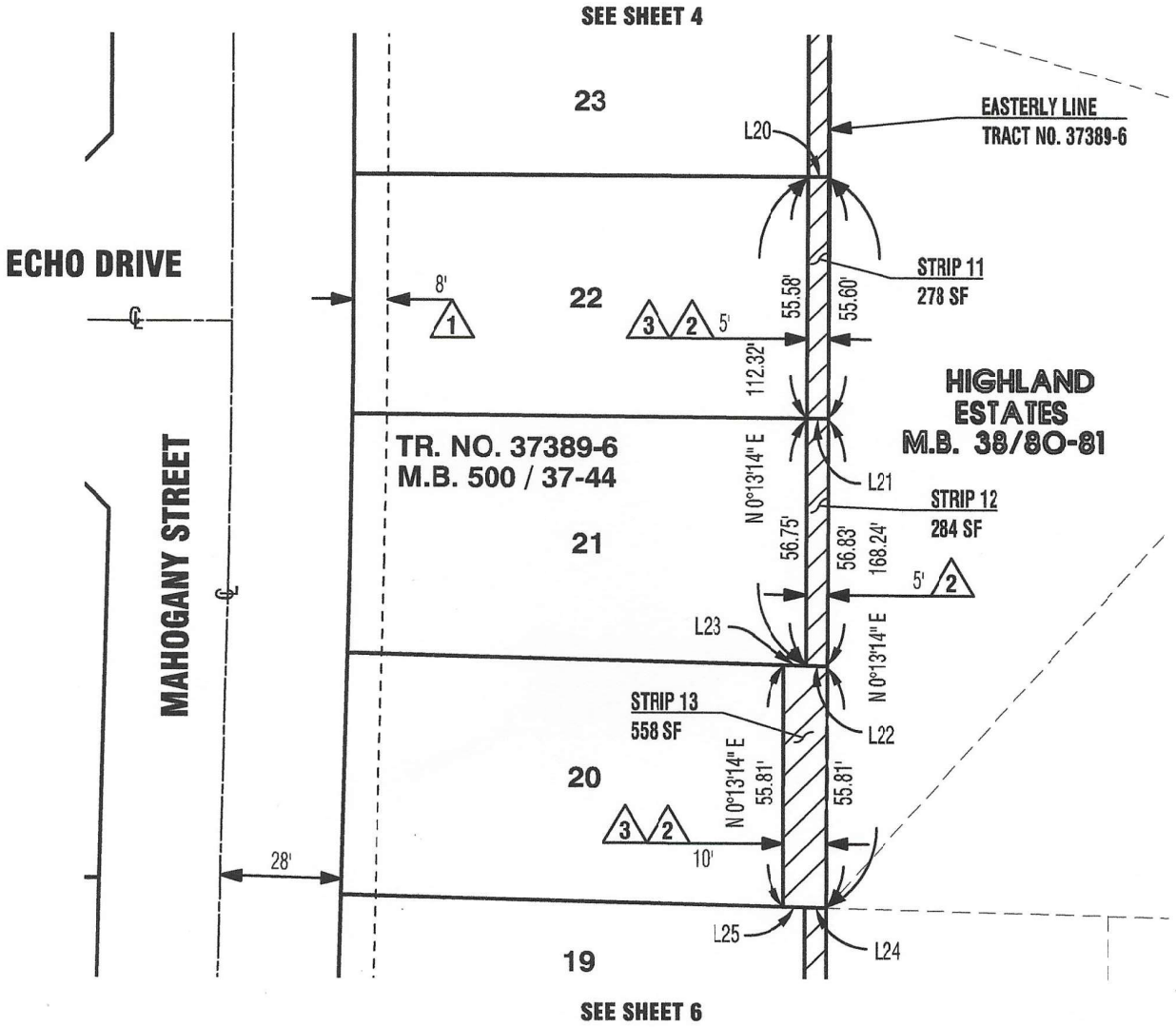
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PUBLIC ELECTRIC EASEMENT
BOUNDARY PLAT
CITY OF BANNING PROJECT ID NO. RW 25-0011



SCALE: 1" = 40'

20 10 0 40

GRAPHIC SCALE

LEGEND:

PUBLIC ELECTRIC EASEMENT

NOTE:

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ABBREVIATIONS

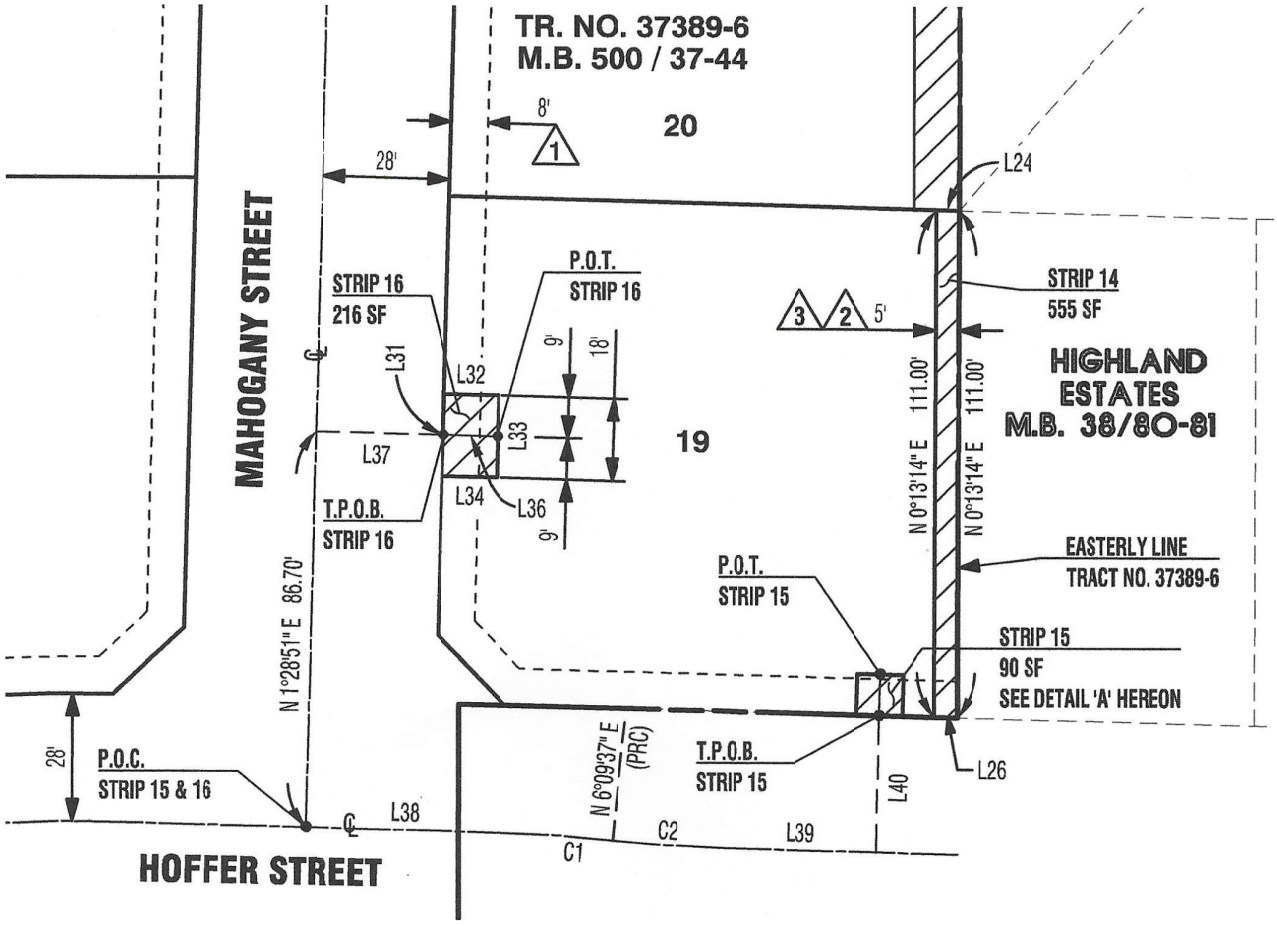
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EXHIBIT "B"

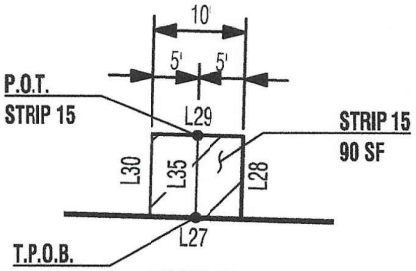
PUBLIC ELECTRIC EASEMENT
BOUNDARY PLAT
CITY OF BANNING PROJECT ID NO. RW 25-0011

SEE SHEET 5



NOTE:

SEE SHEET 7 FOR LINE AND CURVE TABLES AND EASEMENT NOTES.



DETAIL 'A'
SCALE = 1"=20'

LEGEND:

PUBLIC ELECTRIC EASEMENT

SCALE: 1" = 40'

20 10 0 40

GRAPHIC SCALE

ABBREVIATIONS

M.B.	MAP BOOK
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EXHIBIT "B"

PUBLIC ELECTRIC EASEMENT
BOUNDARY PLAT
CITY OF BANNING PROJECT ID NO. RW 25-0011

EASEMENT NOTES:

1. INDICATES NON-EXCLUSIVE EASEMENT FOR PUBLIC UTILITY PURPOSES TO THE CITY OF BANNING PER TRACT NO. 37389-6, M.B. 500/37-44

2. INDICATES VARIABLE WIDTH NON-EXCLUSIVE USE EASEMENTS, LYING ADJACENT TO THE REAR LINES OF LOTS 19 THROUGH 29, INCLUSIVE, AND LOTS 31 THROUGH 33, INCLUSIVE, DEDICATED TO THE CITY OF BANNING FOR PUBLIC UTILITY PURPOSES, AS SHOWN HEREON.

3. INDICATES VARIABLE WIDTH PRIVATE NON-EXCLUSIVE USE EASEMENTS, LYING WITHIN LOTS 19, 20, 22, 23, 24, 26, 27, AND 28, RESERVED HEREON FOR PRIVATE DRAINAGE AND MAINTENANCE PURPOSES, AS SHOWN HEREON.

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N 88°48'51" W	10.00'
L2	N 88°48'51" W	5.80'
L3	N 80°40'53" E	4.27'
L4	N 1°11'09" E	30.66'
L5	N 0°06'51" E	38.39'
L6	N 89°53'09" W	6.00'
L7	N 84°49'59" E	4.02'
L8	N 0°06'51" E	38.85'
L9	N 1°11'09" E	29.98'
L10	N 88°59'06" E	10.00'
L11	N 88°30'49" W	14.64'
L12	N 89°46'46" W	5.03'
L13	N 89°46'46" W	5.03'
L14	N 89°46'46" W	5.00'
L15	N 89°46'46" W	5.11'
L16	N 0°13'14" E	10.11'
L17	N 89°46'46" W	5.03'
L18	N 89°46'46" W	5.00'
L19	N 89°46'46" W	5.00'
L20	N 89°46'46" W	5.00'
L21	N 89°27'53" W	5.00'

LINE TABLE

LINE #	BEARING	DISTANCE
L22	N 88°31'09" W	5.00'
L23	N 88°31'09" W	5.00'
L24	N 88°31'09" W	5.00'
L25	N 88°31'09" W	5.00'
L26	N 88°31'39" W	5.00'
L27	N 88°31'39" W	10.00'
L28	N 1°28'21" E	9.00'
L29	N 88°31'39" W	10.00'
L30	N 1°28'21" E	9.00'
L31	N 1°28'51" E	18.00'
L32	N 88°31'09" W	12.00'
L33	N 1°28'51" E	18.00'
L34	N 88°31'09" W	12.00'
L35	N 1°28'21" E	9.00'
L36	N 88°31'09" W	12.00'
L37	N 88°31'09" W	28.00'
L38	N 88°31'09" W	43.00'
L39	N 88°31'09" W	33.57'
L40	N 1°28'51" E	30.00'
L41	N 0°13'14" E	10.00'

CURVE TABLE

CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	4°40'46"	300.00'	24.50'	12.26'
C2	4°40'46"	300.00'	24.50'	12.26'

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PLANNERS ENGINEERS SURVEYORS

Recording Requested by:

City Clerk
City of Banning
P.O. Box 998
Banning, CA 92220

NO RECORDING FEE PER SECTION 6103 OF THE GOVERNMENT CODE

CERTIFICATE OF ACCEPTANCE

This is to certify that the EASEMENT – PUBLIC ELECTRIC UTILITY PURPOSES from **Tri Pointe Homes, IE-SD, Inc.,** dated 10/9/2025, is hereby accepted by THE CITY OF BANNING pursuant to authority conferred by the City Council this 12th day of November 2025, and the grantees consent to recordation thereof by its duly authorized agent.

Dated: November 12, 2025

CITY OF BANNING

_____
Sandra Calderon, Acting Administrative
City Clerk

EXEMPT RECORDING REQUESTED BY

City of Banning

PER GOV'T CODE 6103

AND WHEN RECORDED MAIL TO:

City of Banning – City Clerk
P.O. Box 998
Banning, CA 92220

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 408-570-008

EASEMENT – PUBLIC ELECTRIC UTILITY PURPOSES

The undersigned, being the present title owner(s) of record of the herein described parcel of land (Grantor(s), do hereby grant to the City of Banning, a California municipal corporation, and its successors or assigns (Grantee), an easement for public electric utility purposes, as more fully described herein, over, under and across the real property situated in the City of Banning, County of Riverside, State of California, described in Exhibit "A" (Public Electric Easement Legal Description) and shown on Exhibit "B" (Public Electric Easement Boundary Plat Map) attached hereto and incorporated herein by this reference as though set forth in full.

This easement for public electric utility purposes is for Grantee's construction, maintenance, reconstruction, and use of overhead and underground electrical lines, together with any and all appurtenances thereto, including, but not limited to, conduits, poles, vaults and wires, and the right, from time to time, to trim or cut down any and all trees, bushes and brush now or hereafter within the easement area or along each side of the easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder or that Grantee deems necessary to comply with applicable City, state and federal laws and regulations. Grantor further agrees not to erect, place or maintain, nor permit the erection, placement or maintenance of any building, planter box or boxes, structure or fill soil in the easement area described in Exhibit "A" and shown on Exhibit "B".

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

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

IN WITNESS THEREOF, these presents have executed this instrument this 15th day of October, 2025.

Tri Pointe Homes IE-SD, Inc.
Individual/Corporation (Type Name)

Signature

Brian Ortwein, Vice President of Project Management
Name and Title (Type)

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On 10-15-25 before me, Loretta Saginario-Ballou, Notary Public
(insert name and title of the officer)

personally appeared Brian Ortwein,
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.

XSC1 LORETTA SAGINARIO BALLOU XSC1
COMM. #2509383
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My Comm. Expires Feb. 9, 2029

Signature Loretta Saginario Ballou (Seal)

EXHIBIT "A"

PUBLIC ELECTRIC EASEMENT
CITY OF BANNING PROJECT ID NO. RW 25-0012
LEGAL DESCRIPTION

A 10.00 FOOT WIDE STRIP OF LAND LYING WITHIN LOTS 13 AND 'H' OF TRACT NO. 37388-7, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS FILED IN MAP BOOK 499, PAGES 97 THROUGH 106, INCLUSIVE, RECORDS OF SAID COUNTY, LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE CENTERLINE INTERSECTION OF LEMON LANE, HAVING A HALF WIDTH OF 28.00 FEET, AND EUREKA AVENUE, HAVING A HALF WIDTH OF 28.00 FEET, SAID POINT BEING ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 300.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 33°23'52" WEST, AS SHOWN ON SAID TRACT NO. 37388-7;

THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID EUREKA AVENUE AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 0°33'11", AN ARC LENGTH OF 2.90 FEET;

THENCE PERPENDICULAR TO SAID CENTERLINE OF EUREKA AVENUE SOUTH 32°50'42" WEST 35.56 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID EUREKA AVENUE AND THE NORTH LINE OF SAID LOT 'H', SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A RADIAL LINE TO THE BEGINNING OF SAID NON-TANGENT CURVE BEARS NORTH 1°46'45" EAST, AND BEING THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE OF EUREKA AVENUE AND SAID NORTH LINE OF LOT 'H', SOUTHWESTERLY ALONG SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 46°44'48", AN ARC LENGTH OF 20.40 FEET;

THENCE SOUTH 45°01'56" WEST 48.24 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 33°38'03", AN ARC LENGTH OF 14.68 FEET;

THENCE SOUTH 11°23'53" WEST 36.87 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.00 FEET;

THENCE SOUTHWESTERLY AND SOUTHEASTERLY ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 34°03'21", AN ARC LENGTH OF 14.86 FEET TO THE SOUTH LINE OF SAID LOT 'H' AND THE **POINT OF TERMINUS**.

THE SIDELINES OF SAID STRIP SHALL BE LENGTHENED OR SHORTENED TO TERMINATE IN THE SOUTH AND NORTH LINES OF SAID LOTS 13 AND 'H'.

SAID PUBLIC ELECTRIC EASEMENT CONTAINS 1,355 SQUARE FEET, MORE OR LESS.

EXHIBIT "A"

PUBLIC ELECTRIC EASEMENT
CITY OF BANNING PROJECT ID NO. RW 25-0012
LEGAL DESCRIPTION

SUBJECT TO ALL CONDITIONS, RESERVATIONS, EASEMENTS AND RIGHTS OF RECORDS, IF ANY.

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED UNDER THE SUPERVISION OF:



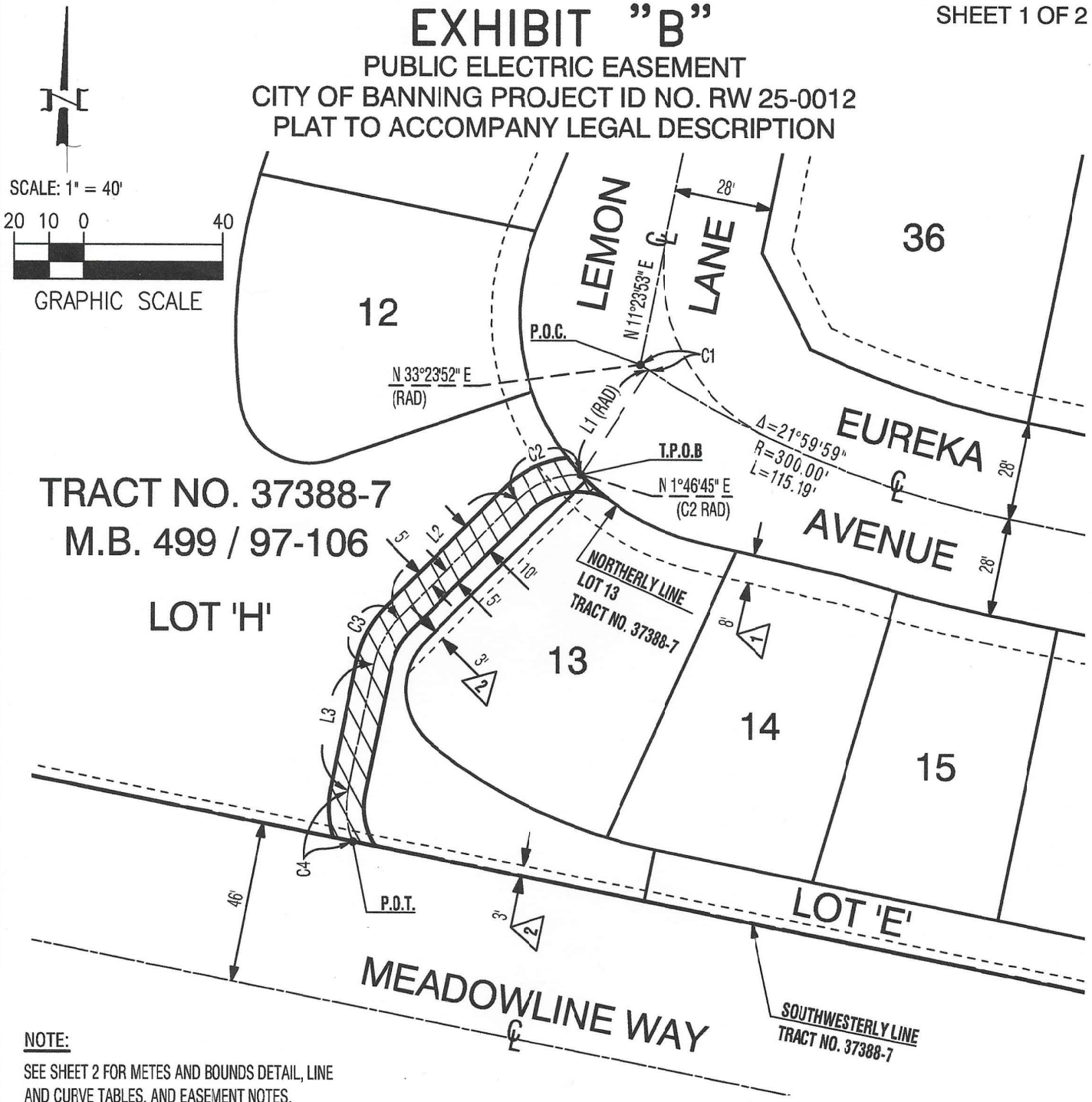
10-14-25

DARYL J. CHRISTIAN, PLS 8554 DATE

EXHIBIT "B"

SHEET 1 OF 2

PUBLIC ELECTRIC EASEMENT
CITY OF BANNING PROJECT ID NO. RW 25-0012
PLAT TO ACCOMPANY LEGAL DESCRIPTION



NOTE:

SEE SHEET 2 FOR METES AND BOUNDS DETAIL, LINE AND CURVE TABLES, AND EASEMENT NOTES.

LEGEND:

PUBLIC ELECTRIC EASEMENT
CONTAINS: 1355 SQ. FT OR
0.031 ACRES, MORE OR LESS

ABBREVIATIONS

M.B.	MAP BOOK
NO.	NUMBER
P.O.C.	POINT OF COMMENCEMENT
P.O.T.	POINT OF TERMINATION
T.P.O.B.	TRUE POINT OF BEGINNING
(RAD)	RADIAL LINE

PROFESSIONAL LAND SURVEYOR
DARYL J. CHRISTIAN
LS 8554
STATE OF CALIFORNIA

SURVEYOR'S CERTIFICATE
PREPARED UNDER THE SUPERVISION OF:

10-14-25

DARYL J. CHRISTIAN DATE
LICENSED LAND SURVEYOR NO. 8554

MDS CONSULTING
5 PETERS CANYON ROAD
SUITE 305
IRVINE, CA 92606
(949) 251-8821
WWW.MDSCONSULTING.NET
PLANNERS ENGINEERS SURVEYORS

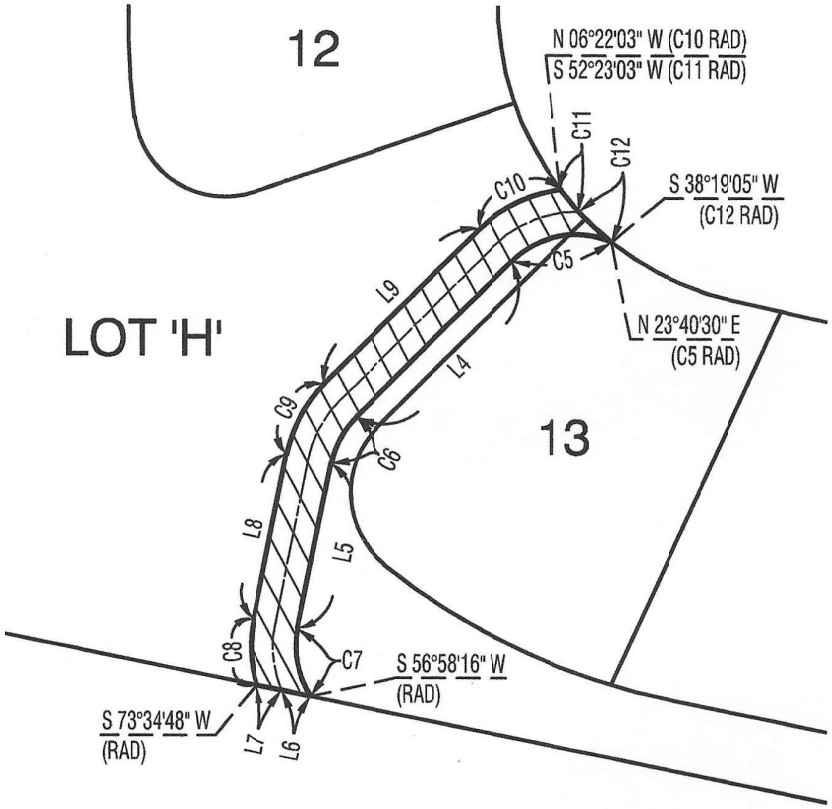
EXHIBIT "B"

PUBLIC ELECTRIC EASEMENT
CITY OF BANNING PROJECT ID NO. RW 25-0012
PLAT TO ACCOMPANY LEGAL DESCRIPTION

SCALE: 1" = 40'

20 10 0 40

GRAPHIC SCALE



METES AND BOUNDS DETAIL
SCALE: 1" = 40'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 32°50'42" W	35.56'
L2	S 45°01'56" W	48.24'
L3	S 11°23'53" W	36.87'
L4	S 45°01'56" W	48.24'
L5	S 11°23'53" W	36.87'
L6	N 78°36'07" W	6.43'
L7	N 78°36'07" W	5.82'
L8	N 11°23'53" E	36.87'
L9	N 45°01'56" E	48.24'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	0°33'11"	300.00'	2.90'	1.45'
C2	46°44'48"	25.00'	20.40'	10.80'
C3	33°38'03"	25.00'	14.68'	7.56'
C4	34°03'21"	25.00'	14.86'	7.66'
C5	68°38'33"	20.00'	23.96'	13.65'
C6	33°38'03"	20.00'	11.74'	6.04'
C7	44°25'37"	20.00'	15.51'	8.17'
C8	27°49'05"	30.00'	14.57'	7.43'
C9	33°38'03"	30.00'	17.61'	9.07'
C10	38°36'00"	30.00'	20.21'	10.51'
C11	05°30'07"	66.00'	6.34'	3.17'
C12	8°33'50"	66.00'	9.87'	4.94'

EASEMENT NOTES:

1. INDICATES NON-EXCLUSIVE USE EASEMENT, DEDICATED TO THE CITY OF BANNING FOR PUBLIC UTILITY PURPOSES, AS PER TRACT NO. 37388-7 FILED IN BOOK 499, PAGES 97 THROUGH 106, INCLUSIVE OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

2. INDICATES 3' WIDE NON-EXCLUSIVE USE EASEMENT, DEDICATED TO THE CITY OF BANNING FOR PUBLIC UTILITY PURPOSES, AS PER TRACT NO. 37388-7 FILED IN BOOK 499, PAGES 97 THROUGH 106, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

MDS CONSULTING
5 PETERS CANYON ROAD
SUITE 305
IRVINE, CA 92606
(949) 251-8821
WWW.MDSCONSULTING.NET
PLANNERS ENGINEERS SURVEYORS

Recording Requested by:

City Clerk
City of Banning
P.O. Box 998
Banning, CA 92220

NO RECORDING FEE PER SECTION 6103 OF THE GOVERNMENT CODE

CERTIFICATE OF ACCEPTANCE

This is to certify that the EASEMENT – PUBLIC ELECTRIC UTILITY PURPOSES from **Tri Pointe Homes, IE-SD, Inc.,** dated 10/15/2025, is hereby accepted by THE CITY OF BANNING pursuant to authority conferred by the City Council this 12th day of November 2025, and the grantees consent to recordation thereof by its duly authorized agent.

Dated: November 12, 2025

CITY OF BANNING

_____
Sandra Calderon, Acting Administrative
City Clerk

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Perry Gerdes, Water/Wastewater Superintendent** **Art Vela, Public Works Director**
MEETING DATE:	**November 12, 2025**
SUBJECT:	**Consideration of Resolution 2025-147, Approving Amendment No. 1 in the Amount of $20,000 for a Total Agreement Amount of $45,000 with Pioneer Americas a Olin Corporation of Atlanta, Georgia for the Purchase of 12.5% Sodium Hypochlorite and Approving an Annual Agreement in the Amount of $45,000 per year for a Total of Five Years**

RECOMMENDATION:

Adopt Resolution 2025-147

BACKGROUND:

The City of Banning owns and operates its own water and wastewater systems, which includes twenty potable water wells and one non-potable water wells, thirteen potable reservoirs that need to be disinfected with sodium hypochlorite to maintain a constant chlorine residual. The Water Division of the Public Works Department currently uses an average of 32,000 gallons per year.

JUSTIFICATION:

The current fiscal year purchase order with Pioneer Americas, an Olin Corporation, in the amount of $25,000 is not sufficient to meet the department's sodium hypochlorite needs for the remainder of the year. Amendment No. 1 increases the purchase order by $20,000, bringing the total authorization to $45,000.

The City of Banning has continued to receive quality service from Pioneer Americas, the manufacturer of sodium hypochlorite, and has benefited from their guarantee of delivery during supply shortages and emergencies. This reliability was demonstrated in 2022 when a regional shortage occurred due to a manufacturing plant shutdown—while many agencies faced supply disruptions, Banning continued to receive product without interruption.

FISCAL IMPACT:

The Fiscal Year 2025/2026 purchase order with Olin Corporation is currently set at $25,000. If approved, Amendment No. 1 will increase the purchase order by $20,000, resulting in a total of $45,000.

The agreement with Pioneer Americas, an Olin Company, authorizes expenditures of $45,000 for Fiscal Year 2025/2026, based on the anticipated chemical quantities needed. The agreement also provides for four additional years at $45,000 per year, for a total five-year contract amount of $225,000. Funding is available in Account No. 660-6300-471.36-08 (Chemicals, Gases).

ALTERNATIVES:

1. Adopt Resolution 2025-147 as recommended.
2. Adopt Resolution 2025-147 with modifications.
3. Do not approve Resolution 2025-147 Amendment No. 1, which could delay purchase of 12.5% Sodium Hypochlorite which could lower the chlorine residual and could result in bacteriological issues within the system.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Resolution_2025-147.docx
2. Olin Bleach Price Increase Letter.pdf

RESOLUTION 2025-130

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AMENDMENT NO. 1 IN THE AMOUNT OF $20,000 FOR A TOTAL AGREEMENT AMOUNT OF $45,000 WITH PIONEER AMERICAS A OLIN CORPORATION OF ATLANTA, GEORGIA FOR THE PURCHASE OF 12.5% SODIUM HYPOCHLORITE AND APPROVING AN ANNUAL AGREEMENT IN THE AMOUNT OF $45,000 PER YEAR FOR A TOTAL OF FIVE YEARS

WHEREAS, the Department of Public Works, Water Division owns and operates its own water and wastewater systems, which includes twenty potable water wells and one non-potable water wells, thirteen potable reservoirs that need to be disinfected with sodium hypochlorite to maintain a constant chlorine residual; and

WHEREAS, the Water Division currently uses approximately 32,000 gallons per year of sodium hypochlorite; and

WHEREAS, this fiscal year's purchase order with Pioneer Americas a Olin Corporation in the amount of $25,000 will not be enough to purchase what will be needed for the rest of the year; and

WHEREAS, Amendment No. 1 will amend the purchase order by adding an additional $20,000 to it and allow the department to budget and spend up to $45,000 annually for a total of fiver years.

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

SECTION 1. The City Council approves Amendment No. 1 in the Amount of $20,000 for a Total Agreement Amount of $45,000 with Pioneer Americas a Olin Corporation of Atlanta, Georgia for the Purchase of 12.5% Sodium Hypochlorite and Approving an Annual Agreement in the Amount of $45,000 per year for a Total of Five Years

SECTION 2. The City Council authorizes the Interim City Manager to make non-substantive changes to the Agreement with Pioneer Americas a Olin Corporation of Atlanta, Georgia on behalf of the City Council.

SECTION 3. The City Council authorizes the Interim City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to this resolution.

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

PASSED, APPROVED AND ADOPTED this 9th day of September 2025.

Sheri Flynn, Mayor
City of Banning

ATTEST:

Sandra Castaneda,
Administrative City Clerk,
City of Banning

APPROVED AS TO FORM:

John O. Pinkney, City Attorney Slovak,
Baron, Empey, Murphy & Pinkney LLP

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-130, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of June 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A

16920 Katy Freeway, Suite 600
Houston, Texas 77094
Phone: 770/842-5631
Cool website:
www.olinchloralkali.com/products/sodium-hypochlorite/

June 11, 2025

SUBJECT: Sodium Hypochlorite (Bleach) Price Increase Announcement

Dear Customer:

Effective immediately, or as contract terms permit, Olin Corporation's Chlor Alkali Products and Vinyls division (Olin), is increasing the unit price of bulk Sodium Hypochlorite (Bleach) by $0.100 USD per gallon ($0.036 CAD per liter) for all 12.5 wt.% Sodium Hypochlorite solutions produced at our North American Bleach facilities, and by $0.126 USD per gallon ($0.045 CAD per liter) for all 15.5 wt.% High Strength Sodium Hypochlorite concentrations. Increases for some customers may be greater if portions of previously announced price increases have not yet been fully realized.

Lead times for all railcar orders of fourteen (14) days and three (3) days for all tank truck orders (two (2) days to direct municipalities) will be strictly adhered to.

Your sales representative will be in contact with you to answer any questions you may have regarding this price increase announcement.

Thank you for your valued business. We appreciate the continued confidence you place in Olin as your Bleach supplier.

Sincerely,

OLIN CHLOR ALKALI PRODUCTS and VINYLS



Linas Staskevicius
Business Director – Bleach

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Nicole Jews, Human Resources Manager** **Art Vela, Interim City Manager**
MEETING DATE:	**November 12, 2025**
SUBJECT:	**Consideration of Resolution 2025-155, Amending the Classification and Compensation Plan Related to two Title Changes**

RECOMMENDATION:

Adopt Resolution 2025-155.

BACKGROUND:

It is necessary to amend the City's Classification & Compensation Plan from time to time to maintain a current plan that reflects budget amendments, organizational structure, and department needs.

Past City Council resolutions have identified the necessity to maintain a current Classification & Compensation Plan that reflects the nature of work and organizational structure, that the plan is updated to reflect both market changes and appropriate compensation for work performed.

JUSTIFICATION:

Proposed changes to the Classification and Compensation plan include:

City Manager's Office-City Clerk

Title change for the Administrative City Clerk to Deputy City Clerk, Range T79. The City would like to revert the Administrative City Clerk title back to Deputy City Clerk. The Deputy City Clerk title aligns closer with the duties of assisting and acting in the place of the City Clerk. This may include managing elections, processing legal documents, supervising staff, and handling complex tasks.

Public Works Department-Street & Building Maintenance

Title change for the Public Works Superintendent to Public Works Operations Manager, Range T85. The City would like to change the Public Works Superintendent title to Public Works Operations Manager. Changing the title to Public Works Operations Manager will better align this tile with other Operations Managers in the Management position classification. The position duties will remain the same in this management position.

Staff is requesting Council to approve the following title changes:
1. Administrative City Clerk to Deputy City Clerk
2. Public Works Superintendent to Public Works Operations Manager

FISCAL IMPACT:

Position/Range	Proposed Salary Range	Current Salary Range	Proposed Base Wage Difference
Administrative City Clerk/T79	$ 0.00	$ 108,165.25	$ 108,165.25
Deputy City Clerk/T79	$ 108,165.25	$ 0.00	$ -108,165.25
Total Annual Fiscal Impact			**$ 0**

Position/Range	Proposed Salary Range	Current Salary Range	Proposed Base Wage Difference
Public Works Superintendent/T85	$ 0.00	$ 153,438.27	$ 153,438.27
Public Works Operations Manager/T85	$ 153,438.27	$ 0.00	$ -153,438.27
Total Annual Fiscal Impact			**$ 0**

ALTERNATIVES:

Do not adopt Resolution 2025-155 and provide alternative direction to staff.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Resolution 2025-155, Consideration of Classification & Compensation Changes.pdf
2. Deputy City Clerk rev 2021.01.docx
3. Public Works Operations Manager.docx

RESOLUTION 2025-155

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AMENDING THE CLASSIFICATION & COMPENSATION PLAN FOR THE CITY OF BANNING

WHEREAS, it is necessary to amend the City's Classification & Compensation Plan from time to time to maintain a current plan that reflects the nature of work, organizational structure, or otherwise; and

WHEREAS, the proposed title changes for the Administrative City Clerk to Deputy City Clerk and Public Works Superintendent to Public Works Operations Manager; and

WHEREAS, changes to job descriptions, job titles, and/or pay ranges require City Council approval.

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

SECTION 1. The City Council approves the following updated position control for Fiscal Year 2025-26:. Title changes of the Administrative City Clerk to a Deputy City Clerk and Public Works Superintendent to Public Works Operations Manager.

SECTION 2. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to this resolution.

SECTION 3. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 12th day of November 2025.

Sheri Flynn, Mayor
City of Banning

ATTEST:

Sandra Calderon,
Acting Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

John Pinkey, City Attorney
SBEMP

CERTIFICATION:

I, Sandra Calderon, Acting Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-155, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 12th day of November 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon,
Acting Administrative City Clerk
City of Banning, California

Exhibit A
Job Descriptions

- Deputy City Clerk
- Public Works Manager

JOB DESCRIPTION

TITLE: Deputy City Clerk	**JOB CODE:** 1606
DEPARTMENT: City Manager	**FLSA STATUS:** Exempt
REPORTS TO: City Manager	**UNION STATUS:** Unrepresented
SUPERVISES: n/a	**EFFECTIVE DATE:** 06/26/2018
SALARY: T79	**REVISED DATE:** 11/12/2025

JOB PURPOSE/SUMMARY

The Deputy City Clerk position is distinguished from other administrative support classes by the higher degree of independent judgment required; a thorough knowledge of divisional, department and City-wide procedures and policies; and the ability to choose among a number of alternatives in performing a variety of complex assignments without instruction and in scheduling and completing work. Incumbents routinely handle highly confidential and sensitive information; may serve as staff support on internal and external committees, may have budget preparation and administration responsibility; and may represent the City and/or City executive/elected officials as required.

ABOUT THE CITY OF BANNING

The City of Banning is located in the San Gorgonio Pass area of Southern California. The community of over 30,000 people is diverse with income levels slightly lower than other areas of Riverside County. However, growth and development is occurring rapidly, which will create new jobs, increase the population and raise income levels. Our employees are the most important asset in preserving our Proud History, Creating a Prosperous Tomorrow, and in responding to the community's needs. The City provides competitive salaries, outstanding benefits and professional growth opportunities.

CITY VISION

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

CORE VALUES

- **Customer Service Excellence**: We excel in what we do by staying responsive, flexible, patient, effective, and professional.
- **Integrity**: We are ethical, accountable and compliant with our responsibility to the public and community.
- **Teamwork**: We work together and maintain great communication and respect and foster a fun and enjoyable atmosphere to take pleasure in what we do.
- **Yes-Minded**: We recognize diversity and maintain a positive attitude to do all we can to serve the community in the safest and most responsible manner.

PERFORMANCE EXPECTATIONS

- **Leadership:** Contributes to a positive work culture consistent with the City of Banning Leadership Philosophy, actively welcomes new approaches to public service and supports change and

process improvements at all levels within the organization.

- **Management:** Able to independently assess and organize personal work performance while contributing to the overall organization.
- **Teamwork:** Demonstrates ability and willingness to work collaboratively with a team.
- **Communication:** Communicates effectively with peers, supervisors, subordinates, and individuals to who service is provided.

ESSENTIAL FUNCTIONS

The following duties ARE NOT intended to serve as a comprehensive list of all duties performed by all employees in this classification. Shown are duties intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.

- Perform a wide variety of responsible, complex and confidential duties for designated individuals at the department executive level. Work closely with the City Manager, City Attorney, and department executive personnel in coordinating items for City Council consideration.
- Attend meetings of the City council and take minutes; prepare the permanent record of City Council proceedings requiring the use of judgment and through understanding of Council functions and operating procedures.
- Prepare agendas, gather information, and contact meeting participants. Research public records, and provide information to the public and staff members concerning City Council actions, laws, ordinances, codes, procedures and projects; independently compose responses to requests for information.
- Performs follow-up activities resulting from Council meetings, including transcribing and distributing minutes, ensuring that resolutions and ordinances are in proper format.
- Interpret and apply divisional policies and procedures in response to inquiries and make appropriate referrals. Review, log, prioritize, and route correspondence. Take and transcribe dictation from rough draft, notes, or recordings. Respond independently to letters and general correspondence of a routine nature.
- Interpret and administer the Fair Political Practices Commission (FPPC) guidelines and the filing of economic interest statements; acts as registrar of voters and conducts municipal elections.
- Gather, organize and prepare information for routine reports. Manage budgeting of the City Clerk's office. Recommend organizational or procedural changes affecting administrative support activities. Compile and maintain complex and extensive records for a department.
- Maintain a variety of files and records of information. Maintain manuals and update resource materials. May serve as secretary and/or administrative staff to a board or commission, preparing the agenda and taking minutes of meetings. Maintain appointment schedules and daily calendars. Assist in the assigning, supervision and participation in the work of the administrative support section of an assigned department or division. Review work upon completion for conformance to divisional requirements.
- Participate in the preparation and administration of Department budget.
- Perform specialized projects, including collecting, compiling and summarizing information obtained.
- Serve on various internal and external committees; represent the City and/or City executive/elected official as required.
- Assist in developing, analyzing and evaluating policy and procedures.
- Coordinate activities, events and correspondence involving all City departments/department heads.
- May select, train, supervise and evaluate subordinates.

KNOWLEDGE OF:

- Knowledge of English usage, spelling, grammar, and punctuation.
- Knowledge of modern office methods and standard office equipment usage.
- Knowledge of computer software, including word processing applications, at an advanced level.
- Knowledge of reception and telephone techniques.
- Knowledge of principles and practices of classifying, indexing, processing, retrieving and controlling a large volume of records.
- Knowledge of principles of supervision and training.
- Knowledge of modern office administration practices and procedures.

- Knowledge of principles and practices of effective business communication.
- Knowledge of rules and procedures governing the notice and conduct of public meetings.
- Knowledge of record keeping, account maintenance and purchasing practices and procedures.
- Knowledge of City boards and committees.
- Knowledge of organization, procedures, ordinances and rules applicable to department to which assigned.
- Knowledge of procedures and operating details of municipal government; City-wide policies and procedures.
- Knowledge of research techniques, sources and availability of information.
- Knowledge of report writing and presentation.
- Knowledge of communications/media services and resources.
- Knowledge of employment selection practices and principles.

ABILITY TO:

- Ability to plan, organize, and carry our secretarial work to meet deadlines.
- Ability to receive highly sensitive information and maintain confidentiality.
- Ability to understand and carry out oral and written directions.
- Ability to operate office equipment, a personal computer and utilize various software and/or new technology.
- Ability to communicate clearly and concisely, both orally and in writing.
- Ability to maintain division head's working calendar and schedule appointments and meetings.
- Ability to establish and maintain cooperative working relationships with those contacted in the course of work.
- Ability to assist in compiling and maintaining complex records and preparing technical reports for a division.
- Ability to work independently in the absence of a supervisor.
- May exercise the ability to plan, organize and supervise the work of other clerical staff.
- Ability to perform relatively complex arithmetic and statistical calculations and computations rapidly and accurately.
- Ability to interpret and apply administrative and divisional rules, policies and procedures.
- Ability to analyze situations carefully and adopt effective courses of action.
- Ability to assist in developing, analyzing and evaluating policies and procedures.
- Ability to compose correspondence and business letters from brief instructions.
- Ability to interpret and apply administrative and departmental rules, policies an procedures.
- Ability to compose correspondence independently.
- Ability to compile and maintain complex and extensive records and files for a department.
- Ability to represent the department using good judgment, poise, tact and diplomacy.
- May exercise the ability to supervise, train, and evaluate subordinates.
- Ability to establish and maintain professional effective working relationships with diverse groups and individuals.

MINIMUM QUALIFICATIONS

A high school diploma or GED supplemented by specialized administrative support/business related courses and five (5) years of experience performing increasingly complex and highly responsible office and administrative support work, of which at least (2) two years involved administrative support work for one or more managers.

PREFERRED QUALIFICATIONS

An Associate's Degree is preferred. Municipal/public sector government experience is highly desirable. Ability to obtain certification as a Certified Municipal Clerk (CMC) within two years of employment. Demonstrated proficiency at an advanced level in Word and/or Excel.

LICENSE AND CERTIFICATION REQUIREMENTS

- Valid Class C California Driver License.
- Successful completion of a pre-employment background check is required.

WORKING CONDITIONS

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

Ability to work in a standard office environment. Regularly required to talk or hear. Required to sit; stand; walk; use hands to finger, handle or feel; and reach with hands and arms. The employee is occasionally required to climb or balance and stoop, kneel, crouch, crawl, or twist; lift, drag and push files, reports or other materials. The employee must regularly lift and/or move up to ten (10) pounds, frequently lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

PHYSICAL REQUIREMENTS

The physical demands described here represent those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this classification, an incumbent is regularly required to use hands and fingers to handle and/or feel. The employee is frequently required to talk, hear, and to sit and reach with hands and arms.

The employee is occasionally required to walk, climb or balance and stoop, kneel or crouch. The employee must regularly lift and or move up to twenty (20) pounds. Specific vision abilities required by this position include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

The City of Banning is an equal opportunity employer. All employees and candidates for employment will be recruited, selected, trained, promoted, compensated and, if necessary, disciplined or terminated without regard to sex/gender, race, national origin, religion, creed, color, marital status, veteran status, age, national origin, pregnancy, sexual orientation, gender identity, disability, genetic information or any other basis prohibited by law.

While requirements may be representative of minimum levels of knowledge, skills and abilities to perform this job successfully, the incumbent will possess the abilities or aptitudes to perform each duty proficiently. This job description does not constitute an employment agreement between the Employer and Employee and is subject to change as the needs of the Employer and requirements of the job change.

**Job Title formerly known as: Administrative City Clerk

JOB DESCRIPTION

TITLE: Public Works Operations Manager	**JOB CODE:** 6069
DEPARTMENT: Public Works	**FLSA STATUS:** Exempt
REPORTS TO: Public Works Director	**UNION STATUS:** Represented
SUPERVISES: Public Works Supervisor, Work Release Crew Lead, Streets Maintenance Workers, Facilities Maintenance Workers, Airport Attendant	**EFFECTIVE DATE:** 10/26/2004
SALARY RANGE: T85	**REVISED DATE:** 11/12/2025

JOB PURPOSE/SUMMARY

Under general direction from the Public Works Director, performs a variety of duties associated with managing staff engaged in maintenance, repair and service activities for the assigned Public Works Division. The position additionally fulfils the roles and responsibilities of the Streets Superintendent as described in the City of Banning Municipal Code. The position provides responsible professional administration and program evaluation of contractual agreements and regulatory obligations; participates in policy development and strategic planning; develops, summarizes and maintains administrative records. Coordinates assigned activities with other divisions, outside agencies, and the general public.

ABOUT THE CITY OF BANNING

The City of Banning is located in the San Gorgonio Pass area of Southern California. The community of over 30,000 people is diverse with income levels slightly lower than other areas of Riverside County. However, growth and development is occurring rapidly, which will create new jobs, increase the population and raise income levels. Our employees are the most important asset in preserving our Proud History, Creating a Prosperous Tomorrow, and in responding to the community's needs. The City provides competitive salaries, outstanding benefits and professional growth opportunities.

CITY VISION

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

CORE VALUES

- Customer Service Excellence: We excel in what we do by staying responsive, flexible, patient, effective, and professional.
- Integrity: We are ethical, accountable and compliant with our responsibility to the public and community.
- Teamwork: We work together and maintain great communication and respect and foster a fun and enjoyable atmosphere to take pleasure in what we do.
- Yes-Minded: We recognize diversity and maintain a positive attitude to do all we can to serve the community in the safest and most responsible manner.

PERFORMANCE EXPECTATIONS

- **Leadership:** Contributes to a positive work culture consistent with the City of Banning Leadership Philosophy, actively welcomes new approaches to public service and supports change and process improvements at all levels within the organization.
- **Management:** Able to independently assess and organize personal work performance while contributing to the overall organization.
- **Teamwork:** Demonstrates ability and willingness to work collaboratively with a team.
- **Communication:** Communicates effectively with peers, supervisors, subordinates, and individuals to who service is provided.

ESSENTIAL FUNCTIONS

The following duties ARE NOT intended to serve as a comprehensive list of all duties performed by all employees in this classification. Shown are duties intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.

- Oversees sees and manages staff engaged in maintenance, repair and service activities for the Public Right of Way/Streets Maintenance, Storm Drain/Drainage Maintenance, and Facility Maintenance (includes facilities at the airport) divisions of the Public Works Department.
- Responsible for communicating policies, goals, objectives, rules, assignments, and other information related to job duties to maintenance supervisors and staff.
- Responsible for overseeing the training, development, and tracking required certifications of staff to perform job assignments. Preparing job evaluations and tracking and advocating for staff and staffing needs to city administration.
- Implements safety training programs for new and existing staff; ensures compliance with safety provisions and protocols applicable to staff; provides mentoring for staff to promote professional growth, high morale, and succession planning; conducts regular safety training meetings.
- Establish and maintain effective working relation ship with staff, management, and other city departments.
-
- Prepares and implements effective preventative maintenance plans and schedules for assets managed by the division.
- Prepares and implements project plans for facility and right of way improvements and coordinates with division staff, other City departments, and third-party vendors to execute improvement plans.
- Coordinates with and supervises Maintenance Supervisors on department goals and needs to ensure that assigned tasks are appropriately assigned and completed by maintenance staff.
- Coordinates with public works engineer staff on implementation of various city projects related to public right of way, paving, sidewalk, drainage systems, landscaping services, and facility improvements.
- Maintains beautification of city-maintained medians and facility landscaping.
- Assists with identifying, recommending, reviewing and assessing strategic plans.
- Develops, establishes, and implements best management practices and maintains standards.
- Investigates and answers Public Works complaints or inquiries.
- Performs the duties of the Streets Superintendent as identified in the City of Banning Municipal Code
- Provides input regarding equipment, facilities and related needs.
- Monitor and control supplies and equipment; track and maintain inventory and supplies to ensure effective use of budget expenditures.
- Assure that the City's asset management and work order program is implemented and accurate in order to provide the director with analysis and reports; maintains accurate records and files.
- Manages daily operations to promote an efficient, safe, and cost effective environment.
- Provides outreach and public education programs to the community.
- Manages and administers departmental contract operations, including procurement, invoice processing, and contract compliance.
- Develops formal and informal bids, scope of work, RFQ/RFP's, directs and participates in solicitation, pre-bid meetings, evaluation, and award of RFP's; prepares agenda reports and administrative documents.

- Manages various public works contracts including landscape maintenance, traffic signal maintenance, street sweeping services, janitorial services, elevator maintenance, pest control, HVAC service and maintenance, and various other contracted services
- Monitors department compliance with purchasing guidelines and regulations.
- Coordinate with contractors in providing contract services; solicit and collect bids according to City policies for large projects or projects outside of staff capabilities.
- Performs annual budget preparation, analysis, and administration; analyze and report on budget status related to division tasks and programs; analyze financial data to develop plans, policies, and budgets to enhance division services; identifies and recommends resolutions for budgetary problems.
- Attends and participates in professional group meetings, conferences, workshops, and training sessions.
- Provide various reports to other departments as necessary
- Represents the City with over governmental agencies, regulatory bodies, contractors, consultants, civic groups, and concerned citizens.
- As directed, attends meetings, including those scheduled after normal working hours.
- Provides managerial assistance to other departments or divisions.
- Performs other duties as assigned or required.

KNOWLEDGE OF:

- City organization, operations, policies and procedures
- City, County, State and Federal statutes, ADA, rules, regulations, ordinances, codes, administrative orders and other operational guidelines and directives
- Structure, organization, and interrelationships of City departments, agencies, and related governmental agencies and offices affecting assigned functions
- Federal, State, regional, and local laws, regulations, and guidelines related to maintenance of public rights of way and public facilities
- Principals and practices of municipal supervision, management and government
- File and records management principals
- Bookkeeping and accounting procedures and principals
- Inventory control methods and techniques
- Public works right of way and facilities maintenance materials, equipment, methods, developments, practices and terminology
- Safety practices for right of way maintenance and facility maintenance
- Principles of strategic planning, budget preparation, administration, and general accounting
- Techniques for effectively representing the City in contracts with vendors and other governmental entities.
- Techniques to provide a high level of customer service by dealing with the public, vendors, contractors, and City Staff.

ABILITY TO:

- Read, understand, interpret and apply relevant City, County, State and Federal statutes, rules, regulations, ordinances, codes, administrative orders, policies and procedures and other operational guidelines and directives.
- Assess and prioritize multiple tasks, projects and/or demands.
- Work within deadlines to complete projects and assignments.
- Establish and maintain effective working relations with co-workers, staff, vendors, contractors, visitors, the general public and others having business with the City of Banning
- Operate a personal computer utilizing a variety of software applications
- Analyze operational problems, evaluating alternative solutions and adopting effective courses of action
- Prepare clear and concise reports, correspondence, and other written material
- Exercise sound independent judgement within policy and administrative guidelines
- Administer safety programs and emergency operating procedures
- Understand written and oral instructions
- Endure heat, cold, wet, noise, outdoors, vibration, confining workspaces, chemicals, explosive materials, mechanical, domestic, electrical and traffic hazards
- Distinguish color and wear protective apparel
- Travel to different sites and locations

MINIMUM QUALIFICATIONS

- An Associate of Arts Degree in Public Administration, Business Administration or Management, six (6) years of public works maintenance experience that includes two (2) years of management and/or supervision, intermediate to advanced skill in Microsoft 365 applications and intermediate to advanced skill in other proprietary software applications.

DESIRABLE QUALIFICATIONS

- A Bachelor's degree in Public Administration, Business Administration or Management, Construction Management, or related fields
- Five (5) years of professional administrative and analytical experience in municipal government including bid process and negotiations, procurement of services
- APWA (or other professional organization) certification for Public Works Supervision and/or Management
- Familiarity with asset management applications and management of asset records

LICENSE AND CERTIFICATION REQUIREMENTS

- Class C California drivers license, at time of employment.

ADDITIONAL REQUIREMENTS

- APWA (or other professional organization) registration and participation in continuing education and certification programs
- May be required to work outside the traditional work schedule
- May be subject to call out in certain cases

PHYSICAL AND ENVIRONMENTAL WORKING CONDITIONS

Work is primarily performed in an office which is busy, oriented to public service an subject to work interruptions. Moise level in the work environment is usually moderate to occasionally moderately loud. Occasional attendance at meeting before or after regular work hours is required.

May be exposed to extreme weather conditions, potential physical harm, infectious diseases, hazardous chemicals and/or dangerous machinery.

While performing the duties of this job, the employee is frequently required to walk, sit, talk, and hear. The employee is frequently required to use hands to finger, handle, feel or operate objects, tools, or controls and reach with hands and arms. The employee is frequently required to climb, balance, stoop, kneel, crouch, or crawl.

The employee must regularly lift and/or move up to fifty (50) pounds. Specific vision abilities required by this job include close vision, color vision, and the ability to adjust focus

The City of Banning is an equal opportunity employer. All employees and candidates for employment will be recruited, selected, trained, promoted, compensated and, if necessary, disciplined or terminated without regard to sex/gender, race, national origin, religion, creed, color, marital status, veteran status, age, national origin, pregnancy, sexual orientation, gender identity, disability, genetic information or any other basis prohibited by law.

While requirements may be representative of minimum levels of knowledge, skills and abilities to perform this job successfully, the incumbent will possess the abilities or aptitudes to perform each duty proficiently. This job description does not constitute an employment agreement between the Employer and Employee and is subject to change as the needs of the Employer and requirements of the job change.

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Nate Smith, Deputy Director of Public Works/City Engineer**
MEETING DATE:	**November 12, 2025**
SUBJECT:	**Consideration of Resolution 2025-157, Granting of a Non-Exclusive Easement to Rancho San Gorgonio, LLC on Westward Avenue between Scott Street and the Eastern City Limit for Access, Ingress, Egress, and Maintenance Purposes**

RECOMMENDATION:

Adopt Resolution 2025-157

BACKGROUND:

Rancho San Gorgonio, LLC (RSG) is the ownership entity for the Rancho San Gorgonio Specific Plan and development project. Through the course of their project permitting with the wildlife agencies, RSG agreed to acquire approximately 760 acres of land in 2 parcels east of the City Limits and south of Westward Avenue for environmental mitigation and preservation. These parcels of land are not within the City of Banning jurisdiction, and are landlocked without a legal access to a public roadway. RSG has asked for an easement from the City of Banning along future Westward Avenue from Scott Street to the eastern City Limit to provide that legal access to and manage the open space land.

The parcel of land that the easement is requested on is envisioned as the easterly extension of Westward Avenue. Within Map Book 8/Sheet 44 of Official Records of Riverside County recorded on September 18, 1911, Lot H (formerly Parker Street, now Westward Avenue) was offered to the City for roadway purposes, but was not accepted as a public street. That portion of the roadway has remained unimproved since that time and thus not accepted as public roadway. The offer on the map remains valid and would be accepted by the City once improvements are made meeting City standards for the roadway classification. The offer on the map is a 30' dedication from the centerline of the road south. The easement requested by RSG and being offered in this resolution is for the northern 15' of Lot H, within the anticipated roadway dedication. Attached to this staff report is a marked up copy of MB 8/44 showing the easement location within Lot H. Also attached is the current Assessors Parcel Map showing the 30' roadway dedication offer exists.

The non-exclusive easement is to provide a legal access to the parcels outside the City jurisdiction and allow for property access and maintenance of the mitigation land, and no improvements to the roadway are being required to provide this legal access to the landlocked parcels.

JUSTIFICATION:

The requested easement is within a parcel of land that was offered to the City for roadway purposes, and does not require any additional granting of land outside of the roadway lot that was offered to the City in MB 8/44 Lot H. The easement will automatically terminate at such time that Westward Avenue is improved and accepted as a public roadway by the City of Banning.

FISCAL IMPACT:

There is no fiscal impact to this action.

ALTERNATIVES:

Do not approve Resolution 2025-157.

RSG would be required to find an alternate means to provide legal access to their mitigation parcels from county land to the east.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. RESOLUTION 2025-157 - Grant of Easement.docx
2. RESOLUTION 2025-175 Exhibit A - Grant Deed, Plat, Legal.pdf
3. mb008_044-044.pdf
4. Assessors Map 532-180.pdf

RESOLUTION 2025-157

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, GRANTING OF A NON-EXCLUSIVE EASEMENT TO RANCHO SAN GORGONIO, LLC ON WESTWARD AVENUE BETWEEN SCOTT STREET AND THE EASTERN CITY LIMIT FOR ACCESS, INGRESS, EGRESS, AND MAINTENANCE PURPOSES

WHEREAS, The parcel of land that the non-exclusive easement is requested on was offered as a roadway dedication on Map Book 8 Page 44 of Official Records of the County of Riverside recorded on September 18, 1911, which was not accepted at the recording of the map; and

WHEREAS, The City of Banning Circulation Plan anticipates and plans for Westward Ave to be improved and accepted as Public Right of Way upon the installation and completion of necessary roadway improvements on Lot H of Map Book 8 Phase 44 at an undetermined date in the future; and

WHEREAS, The non-exclusive easement will automatically terminate upon City of Banning acceptance of roadway improvements on the offer of dedication that underlies the easement area at an undetermined date in the future; and

WHEREAS, the existence of the non-Exclusive easement will not harm, hamper, or delay future roadway improvements to the future Westward Ave by the City of private land development interests; and

WHEREAS, The non-exclusive easement provides legal access to environmental mitigation land acquired by Rancho San Gorgonio, LLC for the Rancho San Gorgonio Specific Plan and related development project, and no development rights or public access to the environmental mitigation land is necessary or required

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

SECTION 1. The City Council grants a Non-Exclusive Easement for Access, Ingress, Egress, and Maintenance to Rancho San Gorgonio, LLC, a Delaware limited liability corporation, authorizes the City Manager to make necessary non-substantive changes, and to record said grant deed.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 12th day of November, 2025.

Sheri Flynn, Mayor
City of Banning

ATTEST:

Sandra Calderon, Acting Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

John Pinkney, City Attorney

CERTIFICATION:

I, Sandra Calderon, Acting Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-157, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 12th day of November, 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Acting Administrative City Clerk
City of Banning, California

EXHIBIT A
Grant Deed, Legal Description, Plat

WHEN RECORDED MAIL TO AND
UNLESS OTHERWISE SHOWN BELOW,
MAIL TAX STATEMENTS TO:

Randall Coffee & Humphrey LLP
3200 Park Center Drive, Suite 950
Costa Mesa, CA 92626
Attention: Timothy L. Randall, Esq.

THE UNDERSIGNED GRANTOR(S) DECLARE(S):

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX IS: $0.00*

..X...Computed on the consideration or value of property conveyed; OR

.....Computed on the consideration or value less liens or encumbrances

remaining at time of sale.

Unincorporated Area _____ City of _____

*This is a conveyance of an easement and the consideration
and value is less than $100, R&T 11911

APNS: 532-180-034, 035, 036 & 037
City of Banning Project No. RW 25-0013

GRANT DEED RE ACCESS EASEMENT

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

CITY OF BANNING, a municipal corporation ("**Grantor**"), hereby Grants to RANCHO SAN GORGONIO, LLC, a Delaware limited liability company ("**Grantee**"), a non-exclusive easement for access, ingress, egress and maintenance purposes (the "**Easement**") over that certain real property located in the City of Banning, County of Riverside, State of California, as described on **Exhibit "A"** and depicted on **Exhibit "B"** attached hereto ("**Grantor's Property**"). The easement granted herein shall be appurtenant to that certain real property located in the unincorporated territory of the County of Riverside, State of California, as described on **Exhibit "C"** attached hereto ("**Grantee's Property**").

Grantee hereby acknowledges and agrees that the Easement shall automatically terminate at such time as Westward Avenue extending to Grantee's Property is open as a public street. In furtherance thereof, upon termination of the Easement, Grantee agrees to execute and deliver to Grantor such instrument as reasonably requested by Grantor to evidence such termination.

In Witness Whereof, the undersigned Grantor hereby execute this Easement Grant Deed on _____, 2025

CITY OF BANNING, a municipal corporation,

By: _____
Name: _____
Its: _____

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 2025, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they/executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
Notary Public

EXHIBIT "A"

GRANTOR'S PROPERTY DESCRIPTION

[SEE ATTACHED]

EXHIBIT "A"
LEGAL DESCRIPTION
ACCESS EASEMENT – RW 25-0013

That certain real property in the City of Banning, County of Riverside, State of California lying in the Northeast Quarter of Section 14, Township 3 South, Range 1 East, San Bernardino Meridian, described as follows:

The North 15.00 feet of Lot H, Parker Street now known as Westward Avenue, as shown on Map of the Waverley Tract as shown by map on file in Book 8, Page 44 of Maps, Records of Riverside County, California.

Said legal description contains 39,682 S.Q. FT., or 0.92 Acres, more or less.

Subject to all Easements, Rights, Dedications, and Reservations of Record as shown on Exhibit "B" attached hereto and by this reference made a part thereof.

This description was prepared by me or under my direction in Conformance with the requirements of the Land Surveyors Act.

Robert John Dawson 10-13-25

Robert John Dawson, L.S. 6932 Date

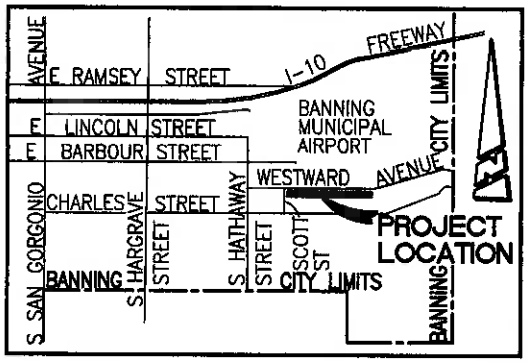
EXHIBIT "B"

GRANTOR'S PROPERTY DEPICTION

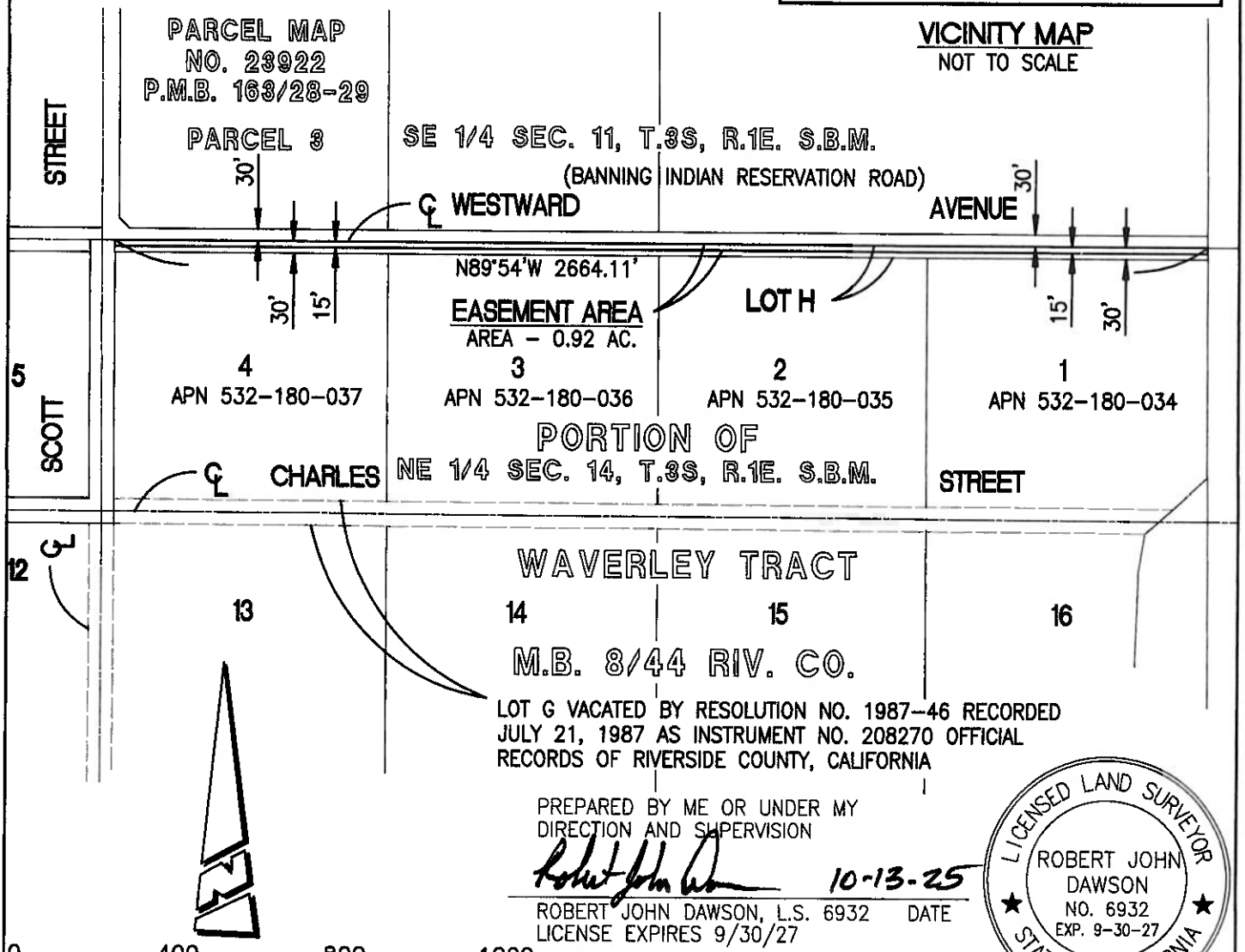
[SEE ATTACHED

EXHIBIT "B"
ACCESS EASEMENT - RW 25-0013

BASIS OF BEARINGS:
BEING N89°54'W ALONG THE CENTERLINE OF WESTWARD AVENUE, ADJOINING LOTS 1-4, SHOWN AS PARKER STREET AND LOT H ON WAVERLEY TRACT AS SHOWN BY MAP ON FILE IN BOOK 8, PAGE 44 OF MAPS RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.



VICINITY MAP
NOT TO SCALE



LOT G VACATED BY RESOLUTION NO. 1987-46 RECORDED JULY 21, 1987 AS INSTRUMENT NO. 208270 OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA

PREPARED BY ME OR UNDER MY DIRECTION AND SUPERVISION

Robert John Dawson 10-13-25

ROBERT JOHN DAWSON, L.S. 6932 DATE
LICENSE EXPIRES 9/30/27

LICENSED LAND SURVEYOR
ROBERT JOHN DAWSON
NO. 6932
EXP. 9-30-27
STATE OF CALIFORNIA

0 400 800 1200
SCALE 1"=400'

ACCESS EASEMENT RW 25-0013	
CITY OF BANNING CALIFORNIA	

DAWSON SURVEYING, INC.
LAND SURVEYORS
1814 COMMERCENTER W.
SUITE G, SAN BERNARDINO, CA
92408 PHONE: 951-538-9386
EMAIL: ROBERTD@DSILS.COM

SHEET 1 OF 1	
SCALE 1"=400'	
DRAFTED CCS	
CHECKED CCS	
DATE SEPTEMBER 22, 2025	
RW 25-0013	

EXHIBIT "C"

GRANTEE'S PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

FRACTIONAL SECTION 13, TOWNSHIP 3 SOUTH, RANGE 1 EAST SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

APNS: 532-200-001, 532-210-001

I hereby execute and adopt this MAP of the WAVERLEY TRACT as surveyed by Geo. M. Pearson, C.E. in November 1910. to designate the different parts of land which it represents as divided into lots and streets.

Walter J. Stathaway

STATE OF CALIFORNIA } SS.
COUNTY OF RIVERSIDE }

On this 11th day of September in the year of our Lord one thousand nine hundred and ~~ten~~ Eleven before me [illegible] a notary public in and for the County of Riverside, residing therein, duly commissioned and sworn, personally appeared W. S. Hathaway, personally known to me to be the person designated in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

In witness whereof I have hereunto set my hand and affixed my official seal at my office in [illegible] in said County the day and year in this certificate first above written.

[illegible]
Notary Public in and for Riverside County, State of California.

RESOLVED: That the within map be and hereby is adopted as the official map of the "WAVERLEY TRACT" and that the streets as shown on said map are hereby not accepted as public streets and that the County Clerk is hereby authorized and directed to attest said map by signing his name thereto as County Clerk for and in behalf of the County and to affix the seal of said County thereto.

I hereby certify that the foregoing resolution was adopted by the Board of Supervisors of the County of Riverside this 18th day of September 1911

ATTEST
[illegible]
County Clerk

I hereby certify that there are no liens for unpaid taxes against any part of the land included within the tract or subdivision shown hereon, except taxes now assessed but not yet payable.

Witness my hand this 15 day of Sept. 1911.
Frost G. Brown
County Auditor

I hereby certify that this map of the WAVERLEY TRACT is a correct representation of the survey made by me in November 1910.

Geo. M. Pearson
Licensed Land Surveyor.

MAP
OF THE
WAVERLEY TRACT

BEING A SUBDIVISION OF THE N. 1/2 OF SECTION 14, T. 3 S. R. 1 E. S.B.B.&M.

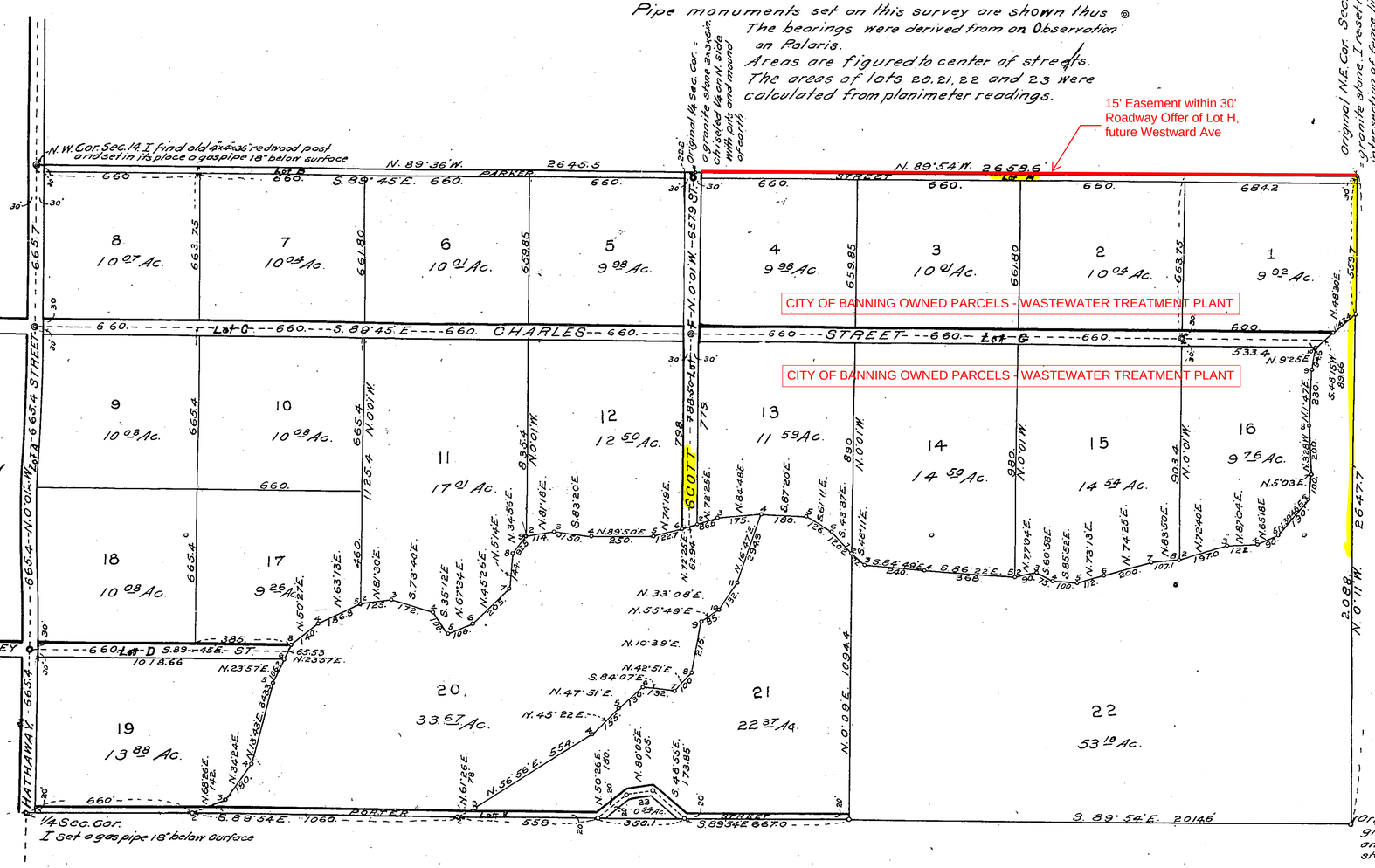
Surveyed by, Geo. M. Pearson, C.E.

November, 1910.

Scale 300 ft. per inch.

NOTE

3 x 4 x 24 inch redwood posts are set of all corners.
Pipe monuments set on this survey are shown thus ◎
The bearings were derived from an Observation on Polaris.
Areas are figured to center of streets.
The areas of lots 20, 21, 22 and 23 were calculated from planimeter readings.



Deed Book 405

MB 8/44

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

N 1/2 of SEC. 14 T. 3S., R.1E

CITY OF BANNING

TRA 001-000
001-004

532-18

24-21

15' Easement within 30' Roadway Offer of Lot H, future Westward Ave

WESTWARD AVENUE

(PARKER ST)

LOT H

SCOTT ST

LOT C

VACATED 208270 7/87

LOT A

HATHAWAY ST

LOT F

WESLEY STREET

PORTER ST.

LOT E

PAR.1 43 2.50 AC. PM 174/64 330.01
PAR.2 44 PU 2.50 AC. SBE 7819-33-2 PAR 1 330.00
1 30 2.17 AC NT 314.91 PM 142/7
3 32 2.16 AC NT 295.28 L=31.27
PAR.3 45 2.50 AC. 330.00
PAR.4 46 2.50 AC. 329.99
2 31 2.17 AC NT 315.12
4 33 2.16 AC NT 294.89 L=31.5
PM 174/64 329.98

4 37 EX 10.41 AC M/L 630
3 36 EX 10.46 AC M/L 660
2 35 EX 10.49 AC M/L 660
1 34 EX 10.33 AC M/L 684.2

9 07 10.08 AC M/L 630 635.4 629.88
PM 36/63 PAR 1 24 3.04 AC NT 629.92 210
PAR 2 25 2.19AC NT 209.97
PAR 3 26 2.19AC NT 209.97
PAR 4 27 2.19AC NT 209.98 424.47
17 10 9.26 AC M/L 660 460
POR 11 08 EX 8.50 AC M/L
POR 11 09 EX 8.40 AC M/L
12
13
14 38 EX 78.09 AC M/L
15
16
POR 21
POR 20
POR 22
T.R.A. 001-004
T.R.A. 001-000
FLOOD CONTROL ESMT.
S.C.E. ESMT.
22 EX 201.10
55 1.50 AC M/L
56 EX
POR 20 52 22.24 AC ML
POR 21 48 EX 13.97 AC M/L
POR 22 50 EX 25.37 AC M/L
POR 22 49 11.49 AC M/L
17 18.60 AC M/L 2088
53 PU SBE 148-33-133 PAR 1 7.10 AC ML
51 EX 1.91 AC M/L
23 EX 18
N89-16-15E 823.07
N56 56E 564
N11 58E 487.2
N02 55W 381.10
N00-01W
760.70
299.30
471.3
925
275

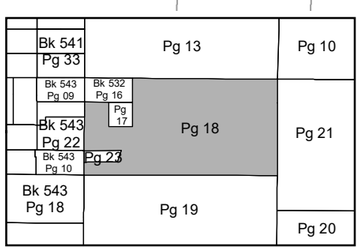
N
W E
S

1 " = 400 '

Legend

- Lot Lines
- Right-Of-Way
- Old Lot Lines
- Reference R.O.W
- Other Easements
- Lease Area
- Subdivision Tic Mark

Date	Old Number	New Number
6/1/1971	14	20
7/1/1980	801-803	21-23
7/1/1980	11	24-27
9/1/1985	12	28,29
4/1/1987	5	30-33
9/1/1987	1	34
9/1/1987	2	35
9/1/1987	3	36
9/1/1987	4	37
9/1/1987	21	38
11/1/1991	28	39-42
3/1/1993	6	43-46
10/1/1993	15,19	47
10/1/1993	47	48-50
3/1/1996	23	51,ST
7/1/1997	20	52,ST
7/1/1997	29	53,ST
7/28/2006	39-42	54
7/28/2006	54	PG.23
4/19/2019	13	55,56



Map Reference

MB 8/44 - 0 WAVERLY TRACT
PM 36/63 - 64 PARCEL MAP NO. 76-02
PM 142/7 - 8 PARCEL MAP NO. 20979
PM 174/64 - 65 PARCEL MAP NO. 24908

Data

PM 172/16-17

ASSESSOR'S MAP BK532 PG.18
Riverside County, Calif.

BDiaz

Apr 2019

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Carla Young, Business Support Manager** **Fred Lyn, Deputy Electric Utility Director**
MEETING DATE:	**November 12, 2025**
SUBJECT:	**Consideration of Resolution 2025-158, Approving the First Amendment to the Master Services Agreement (MSA) with Itron, Inc. (Itron) for Software-as-a-Service (SaaS) Agreement for OWCE (Open Way Collection Engine) and ISM (Itron Security Manager).**

RECOMMENDATION:

Adopt Resolution 2025-158

BACKGROUND:

On October 9, 2018, the City Council approved Resolution 2018-129, authorizing the purchase of Advanced Metering Infrastructure from Itron and the execution of a Master Sales Agreement (MSA) for equipment, professional services, computer services and annual maintenance and support for a five (5) year term. That contract was initiated on June 15, 2020 and expired on June 15, 2025.

On May 27, 2025, the City Council approved Resolution 2025-66, consolidating Software as a Service products utilized citywide. To support Government Accounting Standards Board reporting requirements related to software agreements, the Purchasing Division determined that all SaaS maintenance agreements must be approved annually and paid via purchase order. At the time this resolution was approved, a provisional allocation of $50,000 was designated for Itron OWCE and ISM services, pending receipt of updated annual pricing from the vendor. The Itron MSA and its associated services are integral to the Electric Utility's smart meter infrastructure, enabling advanced data acquisition, network communication, and operational analytics. This amount is expected to increase each year as additional meter endpoints are deployed and brought into service, resulting in an incremental higher licensing and maintenance costs.

JUSTIFICATION:

This proposed Amendment to the contract will extend the term of the MSA for an additional three years (3) with the option to extend for two (2) one-year terms. The Itron OWSE and ISM applications and software platform is an essential tool used by Electric Utility staff to support ongoing Automated Meter Infrastructure (AMI) operations for the Electric Utility department. The software provides critical meter read data and reporting capabilities enabling staff to effectively operate and maintain the City's Electric Utility.

FISCAL IMPACT:

Funding in the amount of $66,389.16 is currently available for FY 2025/2026 in Electric Utility account 670-7000-473.30-17. Staff will budget for this software annually and will allocate $72,982.28 for FY 2026/2027 and $81,527.62 for FY 2027/2028, if approved by the City Council.

ALTERNATIVES:

1. Adopt Resolution 2025-158 as recommended
2. Adopt Resolution 2025-158 with modifications
3. Do not approve Resolution 2025-158 and direct staff with alternatives.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Resolution 2025-158.docx
2. C00659_ITRON_INC_ Executed.pdf
3. 2025-158_Amendment _City of Banning CA__Amdt 1 to MSA_SEP 2025.docx

RESOLUTION 2025-158

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE FIRST AMENDMENT TO THE MASTER SERVICES AGREEMENT WITH ITRON, INC. FOR SOFTWARE-AS-A-SERVICE (SAAS) AGREEMENT FOR OPEN WAY COLLECTION ENGINE AND ITRON SECURITY MANAGER

WHEREAS, on October 9, 2018, City Council approved Resolution 2018-129, authorizing the purchase of Advanced Metering Infrastructure from Itron and the execution of a Master Sales Agreement (MSA) for equipment, professional services, computer services and annual maintenance and support for a five (5) year term. That contract was initiated on June 15, 2020. This amendment to the contract will extent the term of the MSA for an additional three years (3) with the option to extend for two (2) one-year terms; and

WHEREAS, on May 27, 2025, the City Council approved Resolution 2025-66, consolidating Software as a Service (SaaS) products utilized citywide; and

WHEREAS, to support Government Accounting Standards Board (GASB) reporting requirements related to software agreements, the Purchasing Division has determined that all SaaS maintenance must be approved annually and paid via purchase order; and

WHEREAS, at the time this resolution was approved, a provisional allocation of $50,000 was designated for Itron, Inc. Open Way Collection Engine (OWCE) and Itron Security Manager (ISM) services, pending receipt of updated annual pricing from the vendor; and

WHEREAS, the Itron MSA and its associated services are integral to the Electric Utility's smart meter infrastructure, enabling advanced data acquisition, network communication, and operational analytics; and

WHEREAS, this amount is expected to increase each year as additional meter endpoints are deployed and brought into service, resulting in higher licensing and maintenance costs.

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

SECTION 1. The City Council approves the First Amendment to the MSA with Itron, Inc. for the use of SaaS for an additional three-year term in an amount with a total not-to-exceed $220,899.06 over three (3) years and subsequent amendments to extend the Agreement for up to two (2) additional one-year terms.

SECTION 2. The City Council authorizes the City Manager to make non-substantive changes to the Amendment and to execute the Amendment with Itron, Inc. on behalf of the City Council.

SECTION 3. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to this resolution.

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

PASSED, APPROVED AND ADOPTED this 12th day of November, 2025.

Sheri Flynn, Mayor
City of Banning

ATTEST:

Sandra Calderon,
Acting Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

John Pinkney, City Attorney
Slovak, Baron, Empey, Murphy & Pinkney, LLP

CERTIFICATION:

I, Sandra Calderon, Acting Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-158, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 12th day of November, 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Acting Administrative City Clerk
City of Banning, California

EXHIBIT A
Amendment No. 1 to the MSA with Itron, Inc.

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MASTER SALES AGREEMENT (C00659)

General Terms and Conditions

This Master Sales Agreement (this "**Agreement**") is made between Itron, Inc., a Washington corporation having an address at 2111 N. Molter Road, Liberty Lake, Washington ("**Itron**") and the City of Banning, California, a California municipal corporation having an address at 176 East Lincoln Street, Banning, California ("**Customer**"),as of the date last signed below ("**Effective Date**").

1. Introduction.

1.1. Scope and Structure. This Agreement applies to certain products and services provided by Itron to Customer and consists of these General Terms and Conditions, Addenda, Attachment Schedule, Order Documents with Attachments, and Statements of Work.

1.2. General Terms and Conditions. These General Terms and Conditions contain terms and conditions that are generally applicable to all products and services provided by Itron to Customer under this Agreement.

1.3. Addenda. Addenda contain supplemental terms and conditions applicable to certain categories of products and services. Addenda incorporated into this Agreement on the Effective Date are identified on the Attachment Schedule. The Parties may add Addenda to this Agreement by written amendment after the Effective Date.

1.4. Order Documents. Order Documents contain Fees and any related Statement of Work and supplemental terms and conditions applicable to specific products and/or services. Order Documents incorporated into this Agreement on the Effective Date are identified on the Attachment Schedule. The Parties may execute additional Order Documents after the Effective Date.

1.5. Order of Precedence. In the event of a conflict between these General Terms and Conditions and an Addendum or other attachment hereto, these General Terms and Conditions shall control. In the event of a conflict between an Order Document and these General Terms and Conditions or an Addendum, the Order Document shall control, but only with respect to the identification of products and services. These General Terms and Conditions, then an Addendum or Order Document, as applicable, shall control over any conflict with a Statement of Work.

1.6. Purchase Order Requirement. Customer shall purchase or license products or services described in each Order Document or Statement of Work under this Agreement by issuing a purchase order or similar ordering document accepted by Itron ("**Purchase Order**") indicating specific products and services, Itron part numbers, quantity, unit price, total purchase price, shipping instructions, requested shipping dates, bill-to and ship-to addresses, tax exempt certifications, if applicable, and contract reference. No contingency contained on any Purchase Order shall be binding upon Itron. The terms of this Agreement shall apply, regardless of any additional or conflicting terms of any Purchase Order or other correspondence or documentation submitted by Customer to Itron, and any such additional or conflicting terms are deemed rejected by Itron, except as may be expressly provided herein.

2. Definitions. The following defined terms are used throughout this Agreement. Additional terms may be defined in Addenda, Order Documents and Statements of Work.

Claim means an unaffiliated third-party claim, action, cause of action, or demand for damages, cost or expense (including reasonable attorney's fees) or other relief.

Confidential Information means any confidential, trade secret or other proprietary information disclosed under this Agreement that is designated as "confidential" or which a reasonable person would assume is

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confidential, but excludes information that: (i) is now or becomes generally available to the public through no fault or breach of the receiving Party; (ii) is rightfully in the receiving Party's possession, or known by it, prior to its receipt from the disclosing Party; (iii) is rightfully disclosed to the receiving Party by a third-party, free of any obligation of confidentiality; or (iv) is developed by the receiving Party independently and without reference to the disclosing Party's Confidential Information. Confidential Information includes all Customer Data.

Customer Data means all data about Customer's existing or prospective end users that Itron acquires, develops, collects, accesses, processes, stores, generates, or derives in connection with its performance of the Services or otherwise in connection with its performance under this Agreement. Such Customer Data may include, without limitation, any personally identifying information relating to an existing or prospective customer, or any other information that, either individually or when combined with other information could be used to identify a particular Customer end user or a prospective Customer end user, which information is not generally available to the public.

Defended Party means a Party entitled to defense from the Defending Party under Section 7 ("Third-Party Claims") of these General Terms and Conditions.

Defending Party means a Party obligated to provide defense to the Defended Party under Section 7 ("Third Party Claims") of these General Terms and Conditions.

Documentation means user manuals, training materials, product descriptions and specifications, technical manuals, supporting materials and other information relating to products and services offered by Itron, which Itron customarily makes available to its customers.

Fees means all amounts payable to Itron by Customer for products and services provided under this Agreement, as set forth in an Order Document or Statement of Work.

Force Majeure means any cause that is beyond a Party's reasonable control and without a Party's fault or negligence, including, but not limited to, accidents, riots, insurrections, acts of terrorists or any public enemy, acts of civil or military authorities, war, epidemics, fires, floods, earthquakes, severe weather, lightening, power outages, denial of service/virus/hacking attacks, disruptions in the flow of data to or from networks, embargoes, strikes, the inability to obtain required materials, qualified labor, or transportation, or the denial of or delays in processing of export licenses.

Intellectual Property and **Intellectual Property Rights** mean all industrial and intellectual property, including, without limitation, all U.S. and non-U.S. patents, patent applications, patent rights, trademarks, trademark applications, common law trademarks, Internet domain names, trade names, service marks, service mark applications, common law service marks, and the goodwill associated therewith, copyrights, in both published and unpublished works, whether registered or unregistered, copyright applications, franchises, licenses, know-how, trade secrets, technical data, designs, customer lists, confidential and proprietary information, processes and formulae, all computer software programs or applications, layouts, inventions, development tools and all documentation and media constituting, describing or relating to the above, including manuals, memoranda, and records, whether such intellectual property has been created, applied for or obtained anywhere throughout the world.

Order Document means (i) any document attached hereto and identified as an Order Document on the Attachment Schedule on the Effective Date, and (ii) any other document identified as an Order Document that contains Fees and any related Statement of Work and supplemental terms and conditions applicable to specific products and/or services, references this Agreement, and is executed by the Parties after the Effective Date.

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Parties means Itron and Customer, together.

Party means Itron or Customer, individually.

Services means, collectively, all services provided to Customer by or on behalf of Itron, pursuant to this Agreement.

Statement of Work or **SOW** means (i) any document describing services to be provided by Itron that is (i) attached hereto and identified as a Statement of Work on the Attachment Schedule, or attached to an Order Document as of the Effective Date, or (ii) any other document identified as a Statement of Work that references this Agreement and is executed by the Parties, or is attached to an Order Document that is executed by the Parties, after the Effective Date.

Territory means the country in which Customer's principal place of business is located.

3. Term.

Unless this Agreement is terminated earlier pursuant to Section 11 ("Termination") of these General Terms and Conditions, the term of this Agreement commences on the Effective Date and expires 60 months thereafter; provided, however, any in-process Statements of Work and any accepted Purchase Orders as of the expiration date shall be completed by the Parties and the term of this Agreement will be extended solely for that purpose until completion.

4. Warranties and Disclaimer.

4.1. Warranties. All warranties relating to products and the Services provided by Itron under this Agreement are set forth in the applicable Addendum or Order Document.

4.2 Disclaimer. Except for the express warranties provided by Itron under this Agreement, Itron makes no warranty of any kind relating to products and services and disclaims all implied warranties, including without limitation, (i) implied warranties of merchantability or fitness for a particular purpose, (ii) warranties of title and against infringement, and (iii) warranties arising from a course of dealing, usage or trade practice. To the extent any implied warranty cannot be excluded, such warranty is limited in duration to the express warranty period. Itron and its suppliers do not warrant or represent that products or services will be free from bugs, errors or that their use will be uninterrupted or error-free. Itron assumes no liability or responsibility for any interruption or cessation of transmission to or from its data centers or data centers of its vendors via WAN, cellular or other public communications or broadband systems (including outages, device non-reachability, loss or inaccurate reading) or for any consequences, losses, or damages arising from changes made by Customer to the content or programming of equipment (unless caused by a defective product or when Itron performs such programming). These disclaimers will apply notwithstanding any failure of the essential purpose of any limited remedy provided under this Agreement.

5. Intellectual Property.

5.1 Reservation of Intellectual Property. Subject to the limited rights expressly granted by Itron to Customer under this Agreement: (i) Itron reserves all rights, title and interest in and to all of its Intellectual Property, and (ii) as between the Parties, Itron owns all rights, title and interest in and to its Confidential Information and the products, services and related deliverables provided by Itron under this Agreement. Subject to the limited rights expressly granted by Customer to Itron under this Agreement, Customer reserves all rights, title and interest in and to all of its Intellectual Property, and (ii) as between the Parties, Customer owns all right, title and interest in and to its Confidential Information and Customer Data. All rights, titles, and interests not specifically and expressly granted by either Party hereunder are hereby reserved. Nothing in this Agreement will be understood to preclude or limit Itron from providing software, materials, or services for itself or other clients, irrespective of the possible similarity of such software, materials or services to those delivered to

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Customer.

5.2 Customer Suggestions. Itron shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into any products and services any suggestions, enhancement requests, recommendations or other feedback provided by Customer.

6. Fees, Invoicing, Payment, and Taxes.

6.1 Fees. Fees for products and services are set forth in the applicable Order Document or Statement of Work. Unless otherwise provided in an applicable Addendum, Order Document, or Statement of Work, Fees for products and services are valid for one (1) year from the effective date of the Order Document or Statement of Work.

6.2 Invoicing. Itron will invoice Customer for products and services in accordance with the applicable Addendum, Order Document or Statement of Work.

6.3 Payment of Invoices. Customer must pay each invoice without setoff within thirty (30) days of the invoice date. Payment must be made in USD. Itron may charge a late payment fee on any unpaid overdue Fees in an amount equal to the lesser of: (a) one percent (1%) of such Fees per month, or (b) the maximum rate allowed by applicable law.

6.4 Freight and Taxes. All prices are exclusive of any freight, handling and shipping insurance charges, taxes, fees and duties or other similar amounts disclosed to Customer in advance or shipping, however designated, including without limitation value added, sales and withholding taxes which are levied or based upon the prices, charge or upon this Agreement. All Itron products shipped to Customer are shipped FOB destination. Customer shall pay any taxes related to products and services provided pursuant to this Agreement (except for taxes based on Itron's net income) or shall present an exception certificate acceptable to all relevant taxing authorities. Applicable taxes shall, to the extent practical, be billed as a separate item on the invoice.

7. Third-Party Claims.

7.1 General Claims. Itron shall defend, indemnify, and hold the Customer, its elected officials, officers, employees, and agents ("Indemnitees") harmless with respect to any and all Claims, including lawsuits, tort claims, demands, penalties, losses, fines, liens, stop notices, liabilities, damages and expenses for personal injury, death, property damage, and/or any other damages causing financial loss, Claims arising out of a breach of Section 9 or 10 of this Agreement, and/or the negligent actions and omissions, or intentionally malicious actions or omissions, of Itron or those of its owners, officers, employees, subcontractors, third party providers, and/or agents, in connection with the provision of the Services pursuant to this Agreement, including the operations, professional services, installation of equipment and/or software, and training while present on property owned by or under control of Customer. This section shall not apply to the extent that any such lawsuit, claim, demand, penalty, loss, fine, liability, damage, and expense is caused by the active negligence or willful misconduct of any of the Indemnitees

7.2 Infringement Claims. Itron will also defend Customer from and against Claims arising from an allegation that any Itron-branded products or any of the Services infringe upon any third party's Intellectual Property Rights within the Territory

7.3 Conditions to Defense. As a condition to the Defending Party's obligations under Section 7.1 or Section 7.2 above, the Defended Party must: (i) promptly notify the Defending Party in writing of the Claim; (ii) give the Defending Party reasonable information and assistance in connection with the Claim in a timely manner; and (iii) give the Defending Party the sole right to control the defense and settle of the Claim. The Defending Party shall not enter into any settlement of a Claim against a Defended Party without the Defended Party's prior written consent unless: (a) there is no admission of fault of the Defended Party; (b) there is no injunctive or other non-monetary relief against the Defended Party; and, (c) the settlement includes the claimant's or plaintiff's release of the Defended Party from all liability in respect of the Claim.

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7.4 Conditions to Infringement Claim Defense. If Itron receives notice of an alleged infringement by any products or the Services provided to Customer pursuant to this Agreement, or if Itron reasonably believes that an infringement Claim is likely, Itron may stop delivery of the affected products or services without liability for failure to deliver them. Itron will have the right, at its sole option, to promptly obtain the right for Customer to continue use of the affected products or services, or to promptly replace or modify the affected products or services so that they are no longer alleged or believed to infringe, provided that it can be done without significant loss of functionality. If neither of the foregoing options are available to Itron on commercially reasonable terms, Itron may terminate Customer's use of the affected products or Services without further liability under this section, in which case Itron will refund to Customer the depreciated value of the affected product and any prepaid unused portion of the service, as the case may be.

7.5 Exclusions to Infringement Claim Defense. Itron will have no obligation under Section 7.2 above for any infringement Claim to the extent that the Claim results from (i) the combination, operation or use of any product or service provided by Itron with any product or service (including third-party software and equipment) not provided by Itron, but excepting Customer's operating systems, software, and equipment normally used in Customer's day to day operations; (ii) any modification to products or services made without Itron's prior written consent, (iii) failure to use updated or modified products or services as provided by Itron, (iv) use of any release of Itron software or any firmware other than the most current release made available to Customer, or (v) use of products or services not in accordance with this Agreement and applicable Documentation, (vi) any modification to products or services by a person other than Itron or an authorized representative of Itron, or (vii) Itron's compliance with any designs, specifications, or instructions provided by Customer. The Parties agree that Customer shall not provide Itron with any such designs, specifications, or instructions as part of this Agreement. In addition, Itron shall not be liable for enhanced or punitive damages that could have been avoided or reduced by actions within the control of Customer.

7.6 EXCLUSIVE REMEDY. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS SECTION 7 CONSTITUTES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THIRD PARTY CLAIMS BROUGHT AGAINST CUSTOMER.

8. Insurance.

Throughout the term of this Agreement, Itron will maintain the following minimum levels of insurance (i) workers' compensation insurance for Itron employees equal to applicable statutory limits and an employer's liability policy in an amount not less than $1,000,000.00; (ii) an occurrence form commercial general liability policy or policies in an amount not less than $1,000,000 per occurrence and $2,000,000.00 aggregate; (iii) an automobile liability policy or policies (covering any auto) in an amount not less than $1,000,000.00 per accident, combined single limit; (iv) cyber liability covering the services provided by this Agreement insuring against financial loss, resulting from unauthorized access to, or theft or destruction of Customer Data, with limits not less than $1,000,000 perclaim; and (v) a professional liability policy or policies insuring against liability for errors and omissions covering professional services provided by Itron under this Agreement in an amount not less than $1,000,000.00 perclaim. If a "claims-made" policy is provided, then, if canceled or not renewed, Itron shall purchase an extended reporting period of not less than three (3) years or purchase a replacement policy with a retroactive date prior to the effective date of this agreement. All such certificates of insurance shall be subject to the prior review and approval of Customer's Risk Manager. Prior to commencing performance of the Services, and upon written request thereafter, Itron will provide certificates of insurance evidencing the required coverage, together with endorsement(s).

If a general aggregate applies to the commercial general liability, then either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit, and shall contain specific language creating a duty to defend against any suit seeking damages. Any deductibles or self-insured retentions must be declared to the Customer prior to Itron commencing any work under this Agreement. Customer, its elected officials, officers, attorneys, agents,

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employees, independent contractors serving in the role of city officials and designated volunteers shall be named as additional insureds (collectively, “Additional Insureds” sometimes hereafter in this Section 8.)

Itron’s insurance coverage for Commercial General Liability and Auto Liability shall be primary to any other similar insurance carried by the Customer. Any insurance or self-insurance maintained by Customer or any of the Additional Insureds, shall be in excess of Itron’s insurance and shall not be called upon to contribute with it.

The Commercial General Liability and Auto Liability insurance coverage shall contain a provision that prohibits cancellation, or lapse without thirty (30) calendar days' prior written notice from insurer to the Customer. The notice shall be provided via mail.
All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to the Customer or its operations limits the application of the insurance coverage. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Itron under this Agreement. Except for professional liability and cyber liability, each policy shall be endorsed to state that the insurer waives the right of subrogation against the Additional Insureds.

All insurance coverage shall cover Itron’s operations pursuant to the terms of this Agreement. Any actual or alleged failure on the part of the Customer or any other Additional Insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of the Customer or any Additional Insured.

All insurance coverage required by this Section 8 shall be written by insurers admitted to conduct business in the State of California by the Department of Insurance and rated “A-:VIII” in the most recent A.M. Best's Insurance Rating Guide.

Itron shall furnish the Customer with satisfactory evidence of the insurance required by this Section 8. The evidence shall consist of original certificates of insurance and amendatory endorsements, including an additional insured endorsement. . Itron shall file all certificates of insurance and fully executed endorsements, with the Customer before commencing performance of the Services. Thereafter, Itron shall provide proof via a certificate of insurance that the policies of insurance required under this Agreement and expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Itron shall furnish such proof to the Customer prior to the expiration of the affected coverages.

Itron shall require subcontractors and any other party performing services on behalf of Itron to carry the same insurance as required in this Section 8. Itron shall obtain certificates evidencing the coverage and make reasonable efforts to ensure that the coverage is provided as required in this Section 8.

9. Data Protection.

The Parties must implement and establish reasonable security protocols for the protection and retention of Customer Data. As between Customer and Itron, Customer will retain its rights in Customer Data; provided, however, Customer hereby grants Itron a non-exclusive, royalty-free, perpetual, worldwide license to copy, modify, use, sublicense, distribute, display, create derivative works of all Customer Data solely for the purposes of (i) providing products and the Services to Customer, (ii) testing, troubleshooting, and optimizing performance and quality of Itron’s products and the Services, and (iii) so long as Customer is not identifiable and all personally identifiable information is either removed or

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anonymized, developing new products and services. Except as otherwise required herein, Itron assumes no responsibility for Customer or third-party content carried on Customer's or Itron's systems. Customer warrants and represents that, during the term of this Agreement, (a) it has the legal right and authority to grant Itron access to view, store, and use the Customer Data to provide products and the Services, and (b) Itron's transmission, use and storage of any such Customer Data in accordance with this Agreement will not violate any applicable laws or regulations or cause a breach of any agreement or obligation between Customer and any third-party.

Any and all cloud-based storage provided by Itron shall be physically located in the continental United States. In order to provide the greatest protection possible as to Customer Data stored using cloud-based storage, Itron shall comply or require compliance with ISO/IEC 27001, or any successor standards. Storage of any personally identifiable information shall comply with ISO/IEC 27017 and 27018, or any successor standards. If Itron cannot certify its compliance with the foregoing ISO/IEC data protection standards, then prior to commencing any cloud-based storage of Customer Data, Itron shall provide for review and approval by Customer's IT Manager, a detailed, written description of the data security measures used by Itron and/or which Itron requires its authorized cloud-based storage services that will store Customer Data, to use. Itron shall not store any Customer Data using cloud-based storage before receiving such written approval from Customer's IT Manager or designee. In no case shall Itron's data privacy and information security safeguards used to protect Customer Data be less stringent or provide less protection, than the safeguards Itron uses to protect its own data and information.

In the event of any act, error or omission, negligence, misconduct, or breach that permits any unauthorized access to, or that compromises or is suspected to compromise the security, confidentiality, or integrity of Customer Data or the physical, technical, administrative, or organizational safeguards put in place by Itron that relate to the protection of the security, confidentiality, or integrity of Customer Data, Itron shall, as applicable: (a) notify Customer as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with Customer in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by Customer; (c) in the case of personally identifiable information (PII), at Customer's sole election, (i) notify the affected individuals who comprise the PII as soon as practicable but no later than is required to comply with applicable law including, but not limited to, the provisions of California Civil Code Section 1798.82; or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or, (ii) reimburse Customer for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twelve (12) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) without limiting Itron's obligations of indemnification as further described in this Agreement, indemnify, defend, and hold harmless Customer for any and all Claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from Customer in connection with the occurrence; (g) be responsible for recreating lost Customer Data in the manner and on the schedule set by Customer without charge to Customer; and, (h) provide to Customer a detailed plan within ten (10) calendar days of the occurrence describing the measures Itron will undertake to prevent a future occurrence.

Notwithstanding any other provision herein, Itron agrees that, at no cost to Customer, any and all Customer Data, wherever stored, shall be retrievable by Customer within not more two business days following written or verbal notice to Itron, in order for Customer to timely respond to records requests

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pursuant to the California Public Records Act, subpoena or court order. Promptly upon receipt of verbal or written notice given by Customer to Itron, and at no cost to Customer, Itron shall institute a “litigation hold” on all Customer Data identified in the litigation hold notice, meaning that no Customer Data shall be transferred to any third party or destroyed pending release of the litigation hold, even in the event of non-payment by Customer.

10. Confidentiality.

Each Party receiving, possessing, accessing or otherwise acquiring Confidential Information of the other Party acknowledges that the disclosing Party's Confidential Information is the property of and confidential to, or a trade secret of, the disclosing Party. The receiving Party: (a) must keep the disclosing Party's Confidential Information confidential and may not directly or indirectly disclose, divulge or communicate that Confidential Information to, or otherwise place that Confidential Information at the disposal of, any other person without the disclosing Party’s prior written approval; (b) must take all reasonable steps to secure and keep secure all disclosing Party's Confidential Information coming into its possession or control; (c) may not disclose any Confidential Information to anyone other than the receiving Party’s employees, agents, contractors or subcontractors and professional advisors who need to know such Confidential Information; and (d) must ensure that any person to whom it discloses Confidential Information in accordance with this provision is subject to binding confidentiality obligations that are at least as restrictive as those set forth in this Agreement. These obligations of confidentiality do not apply to any information that is required to be disclosed by any applicable law or regulation including the California Public Records Act and records required to be disclosed pursuant to subpoena or court order; provided, however, that the receiving Party must provide prior written notice of a request for such disclosure to the disclosing Party with as much notice as reasonably possible under the circumstances. Customer acknowledges that under Itron’s obligations to comply with the U.S. Securities laws, Itron may be required to disclose the execution of this Agreement as part of its reporting requirements to the U.S. Securities and Exchange Commission and hereby consents to such disclosure.

Itron shall: (a) subject to the exceptions herein, keep and maintain Customer Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law, to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose Customer Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Agreement, and applicable law; (c) allow access to Customer Data only to those employees or agents of Itron who are directly involved with and responsible for providing the Services; and, (d) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Customer Data for Itron’s own purposes or for the benefit of anyone other than Customer without Customer’s prior written consent.

Without limiting Itron’s obligation of confidentiality as further described herein, Itron shall be responsible for establishing, maintaining, and providing a written description to Customer of, a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the Customer Data; (b) protect against any anticipated threats or hazards to the security or integrity of the Customer Data; (c) protect against unauthorized disclosure, access to, or use of the Customer Data; (d) ensure the proper disposal of Customer Data; and, (e) ensure that all employees, agents, and subcontractors of Itron, if any, comply with all of the foregoing.

11. Termination.

Either Party may terminate this Agreement by providing the other Party with written notice if the other Party (i) becomes insolvent, executes a general assignment for the benefit of creditors or becomes subject to

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bankruptcy or receivership proceedings, or (ii) commits a material breach of this Agreement that remains uncured for thirty (30) days following delivery of written notice of such breach. Any notice of breach must specify (a) the nature of the breach, and (b) the specific act or acts that the non-breaching Party contends would correct such breach. For the avoidance of doubt, Customer's failure to pay invoices timely will be deemed a material breach of this Agreement.

Termination for Non-Appropriation. Customer is subject to the State of California Constitutional Debt Limitation requirements. Based thereon, after the first year of Services, Customer may terminate this Agreement by providing Itron not less than sixty (60) days' prior, written notice that Customer's City Council has not appropriated funds sufficient to pay the following year's Fees. In such event, Itron will be paid for Services satisfactorily performed up to the date of termination.

12. Survival.

The following sections of these General Terms & Conditions shall survive termination or expiration of this Agreement or any Order Document or Statement of Work: 1 (Introduction), 2 (Definitions), 3 (Term), 4 (Warranties and Disclaimer), 5 (Intellectual Property), 6 (Fees, Invoicing, Payment and Taxes), 7 (Third Party Claims), 8 (Insurance), 9 (Data Protection), 10 (Confidentiality), 11 (Termination), 12 (Survival), 13 (Limitation of Liability), 14 (Disputes), 15 (Governing Law), 16 (Jury Trial Waiver)**,** 17 (Legal Compliance), 18 (Publicity), 20 (Sub-contractor and Outsourcer), 21 (Independent Contractor), and 22 (Miscellaneous). An Addendum or Order Document may also contain provisions that expressly survive termination or expiration of this Agreement or any Order Document or Statement of Work.

13. Limitation of Liability.

Except for Customer's violation of Itron's Intellectual Property Rights, and except as provided in Sections 7 and 8, neither Party will be liable to the other Party for any consequential, indirect, special, incidental, punitive or exemplary damages arising out of this Agreement or products or services provided hereunder (including, but not limited to, damages for loss of data, goodwill, profits other than amounts payable by Customer to Itron hereunder, investments, use of money or facilities; interruption in use or availability of data; stoppage of other work or impairment of other assets), whether or not foreseeable and even if such Party has been advised of the possibility of such damages. Except as provided in Sections 7, 8 and 9 and/or Customer's payment obligations hereunder or violation of Itron's Intellectual Property Rights, neither Party's liability to the other Party arising out of or related to this Agreement or any products or services provided hereunder shall exceed the amounts paid and payable by Customer under the applicable Order Document or Statement of Work during the twelve month period immediately preceding the date upon which the liability arose, regardless of whether any action or claim is based on contract, warranty, indemnity, negligence, strict liability or other tort or otherwise.

14. Disputes.

Any dispute arising under this Agreement or relating to Itron products and services will be escalated to each Party's applicable project or business manager (each a "**Manager**"). The appropriate Manager will then notify the other Party's Manager of the issue and meet as soon as reasonable considering the nature and impact of the issue. If a dispute cannot be resolved by the Managers within a time period that is satisfactory to the Party raising the issue and, in any event, within fifteen (15) days after the initial referral, the Managers will refer the dispute to their respective vice presidents or equivalent. If such vice presidents cannot resolve the dispute within a time period that is satisfactory to the Party raising the issue and, in any event, within ten (10) days after such referral, either Party may pursue any other remedy available to it in law or equity. These dispute resolution procedures are not intended to be used for disputes concerning actual, alleged or threatened violations of a Party's Confidential Information or other Intellectual Property Rights, or indemnity

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obligations, for which the Parties may immediately bring an action, including one seeking injunctive relief without posting a bond.

15. Governing Law.

The validity, interpretation, and performance of this Agreement shall be governed by and construed under the laws of the State of California, United States of America, as if performed wholly within the state and without giving effect to the principles of conflicts of law.

The Federal District Court, Central District of California or the Superior Court of the County of Riverside, California shall have exclusive jurisdiction over any claim arising hereunder, provided that either Party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such Party's Intellectual Property Rights. The Parties agree that the UN Convention on Contracts for the International Sale of Goods will not apply to the interpretation or enforcement of this Agreement. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal or state laws or regulations are enacted, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted.

16. Legal Compliance.

Each Party shall comply with all applicable local, State, and federal laws, statutes, regulations and orders in connection with this Agreement. No export rights are granted under this Agreement, and Customer must not directly or indirectly provide, export or re-export, or otherwise make available (in any form, including visual access), Itron products or technology in violation of any such laws or regulations, without all necessary approvals or licenses. Products and technology may not be provided or made available either directly or indirectly, (i) into Cuba, Iran, North Korea, Sudan, Syria, the Crimea region of Ukraine or any other country subject to United States trade sanctions, or to individuals or entities controlled by such countries or to nationals or residents of such countries (other than nationals who are lawfully admitted permanent residents of countries not subject to such sanctions); or (ii) to anyone on any denied, prohibited, or unverified list maintained by the United States Government, including the Office of Foreign Assets Control (OFAC) Specially Designated Nationals (SDN) List. The Parties must comply with all anti-bribery laws and may not make any payments or transfer any item of any value for the purpose of bribing any individual or group, or accepting or participating in any extortion, kickbacks, or other unlawful or improper means to obtain business related to this Agreement or products and services orderable under this Agreement.
If any of the Services include services constituting "public works" as defined under California Labor Code Section 1720, then as to those services Itron shall pay prevailing wages as determined by the Director of Industrial Relations, maintain certified payroll records, and otherwise comply with any and all other applicable Labor Code provisions, and indemnify Customer for any liability arising out of any failure to comply with said Labor Code provisions.

17. Publicity.

The Parties may agree to create and approve for publication a press release announcing their relationship under this Agreement. Itron may not use Customer's name or any of its logos or marks for any purpose without Customer's prior, written consent.

18. Nuclear Applications.

Customer acknowledges that products and services orderable under this Agreement are not designed or intended for use in the design, construction, operation or maintenance of any nuclear facility.

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19. Subcontractor and Outsourcer.

Itron may hire, engage, or retain the services of one or more subcontractors and/or outsourcing providers to perform any or all of its obligations related to its product development, network operations, and/or any portion of services provided under this Agreement. All such subcontractors and outsourcing providers will be bound by written obligations of confidentiality and data security requirements as restrictive as those required under this Agreement. Notwithstanding the foregoing, Itron shall remain primarily responsible for the performance of the Services in conformance with this Agreement and all Order Documents and Schedules.

20. Independent Contractor.

This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties. The Parties are independent contractors. Neither Party has any authority to act on behalf of, or to bind the other to any obligation.

21. Miscellaneous.

22.1 Neither Party will be responsible for any failure to perform due to any Force Majeure event.

22.2 If any provision of this Agreement is found to be unenforceable by a court of competent jurisdiction or arbitration panel, such provision will be deleted and the remaining terms will be construed so as to give maximum lawful effect to any such deleted terms.

22.3 Section numbers and captions are provided for convenience of reference and do not constitute a part of this Agreement. Any references to a particular section of this Agreement will be deemed to include reference to any and all subsections thereof.

22.4 The Parties agree that neither of them will be deemed the drafter of this Agreement and that no provision will be construed in favor of one Party on the ground that such provision was drafted by the other.

22.5 No waiver by either Party of any breach under this Agreement will constitute a waiver of any other breach.

22.6 This Agreement is not made for the benefit of any third parties.

22.7 All notices under this Agreement must be sent in writing to the addresses identified in this Agreement or to such other address as such Party has notified the other in writing, will be effective on the date received (unless the notice specifies a later date) and must be sent by a courier service that confirms delivery in writing, or by certified or registered mail, postage prepaid, return receipt requested. Neither fax nor email may be used to provide any notice required or permitted herein.

22.8 This Agreement is in the English language only, which will be the governing language and controlling in all respects. All versions of this Agreement in any other language will be for accommodation only and are not binding upon the Parties. All communications and notices to be made or given pursuant to this Agreement must be in English.

22.9 Neither party may assign this Agreement or any of its rights hereunder, or subcontract any required performance, without the other Party's prior, written consent.

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22.10 Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties and their respective successors and permitted assigns, but any assignment in violation of this provision will be void.

22.11 This Agreement may be executed and delivered in counterparts, including by a facsimile or by scan and electronic transmission, each of which will be deemed an original. Any document generated by the Parties related to this Agreement may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records.

22.12 Time is of the essence in all provisions herein, in which time for performance is a factor.

22.13 This Agreement, including all Addendums, Schedules, Statement of Work as approved in writing by Customer, and Order Documents, all of which are incorporated by reference herein, contains the complete and entire agreement between the Parties as to its subject matter, and replaces and supersedes any prior or contemporaneous communications, representations, or agreements, whether oral or written with respect to such subject matter. This Agreement may not be modified except by written agreement signed by the Parties' authorized representatives expressly modifying this Agreement. Electronic communications do not constitute a "written agreement" under this provision. Customer shall not be bound by any "click-wrap" approval or acceptance, including any EULA, required for Customer of any end-user to access the Services.

[Signature Page Follows]

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AGREED:

Itron, Inc.

DocuSigned by:
Rob Farrow
B423AAC598A54AD...

Signature

Rob Farrow

Printed Name

VP Treasury

Title

6/12/2020

Date

Itron, Inc.

Signature

Printed Name

Title

Date

[Two corporate signatures required.]

City of Banning, California

DocuSigned by:
Doug Schulze
0AD14BA217CE497...

Signature

Douglas Schulze

Printed Name

City Manager

Title

6/15/2020

Date

Attest

DocuSigned by:
Sonja De La Fuente
9C9C3E6DD5AB49B...

Signature

Sonja De La Fuente

Printed Name

Deputy City Clerk

Title

6/18/2020

Date

Approved as to form

Richards, Watson & Gershon

DocuSigned by:
Kevin Ennis
940BF72E964348C...

Signature

Kevin G. Ennis, Esq.

Printed Name

City Attorney

Title

6/12/2020

Date

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Attachment Schedule

SaaS Addendum	X
Maintenance & Support Services	X
Equipment Addendum	X
Professional Services Addendum	X
Order Document	X
Attachment A – Pricing Summary	X
Attachment B – Statement of Work	X

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SOFTWARE-AS-A-SERVICE ADDENDUM

1. **Relationship to General Terms and Conditions**. This Addendum is governed by the General Terms and Conditions and applicable Order Documents.

2. **Software-as-a-Service Descriptive Overview.** Itron provides customers with an application client or with web browser access to Itron applications running in a shared environment on a Software-as-a-Service Platform. Itron controls, operates, and maintains the Software-as-a-Service Platform, including application management, data, runtime, middleware, operating systems, virtualization, services, storage, and internal networking, for example.

3. **Additional Definitions**. The following defined terms are in addition to those defined in the General Terms and Conditions:

   "Application Availability" means the total number of minutes in a calendar month that the Software is available via (a) a web browser client and (b) web services interface. A determination of availability will be based on 24x7 accessibility, less any exclusions set forth in the Addendum. This metric will be measured by simulating a login to the Software with a valid username/password. This measures the availability of the hosted environment by exercising all three tiers of the application (i.e., "Presentation Layer", "Application Tier", and "Database").

   "Availability Downtime" means the total number of seconds in a Measurement Month of Software-as-a-Service Platform Severity Level 1 Conditions.

   "Availability Exclusions (Minutes)" means the total number of seconds in a billing month of Software-as-a-Service Platform downtime due to (a) (i) scheduled maintenance and unscheduled, emergency maintenance and updates, (b) conditions beyond Itron's reasonable control, such as (i) failure of any backhaul between the Software-as-a-Service Platform and the meters, endpoints, or other devices; (ii) failures in external Internet or VPN configurations not managed by Itron; (iii) a Force Majeure event; (iv) false reports of unavailability as a result of outages or errors of any Itron measurement system; (v) an act or omission of Customer or third parties (other than Itron's contractors, subcontractors or suppliers), including security incidents caused by such act or omission; provided such act or omission does not constitute foreseeable use by the Customer of the SaaS Platform (vi) incident investigation or computer failures that could not reasonable have been prevented by Itron; and (vii) failures of third-party equipment, hardware, software or services not provided by Itron, and (c) suspension or restriction of service under Section 12.

   "Maximum Available Minutes" means the total number of seconds in a Measurement Month minus Availability Exclusions (Minutes).

   "Measurement Month" means the then-current calendar month of the Software-as-a-Service Subscription Term.

   "Minimum Software-as-a-Service Subscription Term" means the minimum number of annual Software-as-a-Service Subscription Terms that Customer is required to subscribe to, which shall be three (3) years from the Software-as-a-Service Commencement Date unless otherwise stated in the applicable Order Document or Pricing Summary. Notwithstanding the foregoing, and due to the State of California Constitutional Debt Limitation, Customer shall be authorized to terminate the SaaS Subscription at any time, effective at the end of the then current year of the three year term, following not less than thirty (30) days prior, written notice when its elected body determines that sufficient funds are unavailable to continue payment of the Annual Subscription beyond Customer's current fiscal period..

   "Software-as-a-Service Commencement Date" means the earlier of (1) validation of Software-as-a-Service implementation by Itron pursuant to the applicable Statement of Work, or (2) sixty (60) days after completing application system setup; but in no case, sooner than the date on which the SaaS Platform has been successfully tested at Customer's premises in accordance with a test plan acceptable to Customer.

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"Software-as-a-Service Platform Severity Level 1 Condition" means that the Software-as-a-Service Platform is in a System-Down Condition or Critical Business Impact Condition for which there is no work-around. **"System-Down Condition"** means a condition under which Software-as-a-Service Platform use and operation cannot continue. **"Critical Business Impact Condition"** means a condition under which a critical business function or process of the Itron system cannot be used by Customer.

"Software-as-a-Service Platform" means the software applications, and software and hardware systems and platforms operated and maintained by Itron to provide Software-as-a-Service ("SaaS") to Customer.

"Software-as-a-Service Subscription Fee" means the annual fee to subscribe to an Itron application (identified in an Order Document of Pricing Summary) operated and maintained by Itron on its Software-as-a-Service Platform for use by Customer.

"Software-as-a-Service Subscription Term" means an annual subscription to an Itron Software-as-a-Service application.

4. **Software-as-a-Service Subscription.**

4.1. Annual Subscription. Software-as-a-Service is offered as an annual subscription, payable in advance each year during the Software-as-a-Service Subscription Term. The Software-as-a-Service Subscription Fee will be charged on the number of meters, endpoints, or other devices registered in the head end software or activated by the cellular carrier.

4.2. Identification of Software-as-a-Service Applications. The Software-as-a-Service applications Customer to which Customer is subscribing are identified in Order Document or Pricing Summary to the Agreement.

4.3. Software-as-a-Service Subscription Term.

4.3.1 Minimum Software-as-a-Service Subscription Term. Subject to termination as described in the provisions of the definition of Minimum Software-as-a-Service Subscription Term set forth in Section 3, Customer is required to subscribe to Software-as-a-Service for the Minimum Software-as-a-Service Subscription Term.

4.3.2 Fees. Software-as-a-Service Subscription Fee is identified (by application) in the applicable Order Document or Pricing Summary.

4.3.3 Commencement of Subscription Term. The Software-as-a-Service Subscription Term begins upon the Software-as-a-Service Commencement Date. The Software-as-a-Service Subscription Term will renew automatically for one-year terms, unless Customer notifies Itron of Customer's intent not to renew ninety days prior to the expiration the then-current one-year term, or Itron notifies Customer within that same time period of Itron's intent not to renew. The original Subscription Term plus renewal terms may not exceed five (5) years in total, unless otherwise expressly stated in an Order Document.

4.3.4 Effect of Not Meeting Minimum Software-as-a-Service Subscription Term. Except as provided in Sections 3 and 4.3.1, in the event that Customer does not subscribe to Software-as-a-Service for the Minimum Software-as-a-Service Subscription Term, Itron will invoice Customer an amount equal to unpaid Software-as-a-Service Subscription Fees through the end of the Minimum Software-as-a-Service Subscription Term. Customer must pay that amount within thirty (30) days from receipt of invoice.

4.4. Invoicing & Payment. Itron will invoice Customer the Software-as-a-Service Subscription Fee for the first year of service upon the Software-as-a-Service Commencement Date. Thereafter, Itron will invoice Customer the annual Software-as-a-Service Subscription Fee upon the anniversary of the Software-as-a-Service Commencement Date. The Subscription Fee is identified in the Order Document or Pricing Summary identified with this Agreement.

5. **Software License Option.** A Software License Option, if purchased by Customer, will be identified and priced in the Order Document or Pricing Summary. If Customer has purchased a Software License

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Option, Customer shall have the right at any time during the Software-as-a-Service Subscription Term to license the Itron software applications, for use at Customer's premises, under Customer's Software-as-a-Service subscription. There shall be no charge to Customer to license the Itron Software applications. The software license terms in the Software License Addendum to the General Terms and Conditions shall apply.

Customer and Itron shall agree upon a statement of work to migrate the software applications and data from Itron's Software-as-a-Service environment to an operating environment located on Customer's premises or to a third-party environment in which the Itron software applications can be operated. Itron is under no obligation, however, to customize or modify its software applications to perform in Customer's operating environment or that of a third-party, or to provide any middleware, operating systems, virtualization, services, storage, or networking required for the applications to perform in Customer's operating environment or that of a third-party.

The Software-as-a-Service Subscription Term shall cease upon completion of the migration of the software applications and data from Itron's Software-as-a-Service environment to an operating environment located on Customer's premises or to a third-party environment, as otherwise agreed upon between Itron and Customer under the migration statement of work. Customer will not be required to pay any amounts under Section 4.3.4 in the event Customer exercises its Software License Option prior to the end of the Minimum Software-as-a-Service Subscription Term.

6. **Monthly Availability % Service Level.**

   6.1. Service Level. The Monthly Availability % service level for the Software-as-a-Service Platform will meet or exceed 99.5%. Monthly Availability % will be individually measured and calculated for each Software-as-a-Service application each Measurement Month. Itron records and data will be the sole basis for all Monthly Availability measurements and calculations.

   6.2. Service Level Formula. Monthly Availability % is the total number of Maximum Available Minutes less Availability Downtime divided by Maximum Availability Minutes for a Measurement Month. Monthly Availability Service Level Percentage is reflected by the following formula.

$$\text{Monthly Availability \%} = \frac{\text{Maximum Available Minutes} - \text{Availability Downtime}}{\text{Maximum Availabiliy Minutes}} (100)$$

7. **Documentation.** Itron will provide Customer with a standard set of Documentation for the Software-as-a-Service, such as user manuals and training materials, and will update the same as applicable.

8. **Sizing of Software-as-a-Service.** Itron will size its applications, platforms, and systems for Customer's specific system deployment of Software-as-a-Service. System sizing depends on the application and types of devices and sensors – and may be a factor in determining Software-as-a-Service subscription fees. Sizing criteria may include: number of system endpoints, number of collectors, number of repeaters or range extenders, residential meter configuration, commercial and industrial meter configuration, desired data collection intervals, storage duration for historical data, and the number of concurrent and total users of the application. Sizing changes during the Software-as-a-Service subscription term will require a Change Order and may result in a change in subscription fees.

9. **Application Upgrade & Fixes.** Itron usually releases application upgrades annually, if available, containing new features and functions to the latest general release. Application hot fixes will be performed as needed, as determined by Itron.

10. **Conditions on Use of Service.** Customer will use of the Software-as-a-Service only in accordance Itron user guides, these Software-as-a-Service terms, the General and Special Terms and Conditions, and applicable laws and government regulations. The rights of any user to access and use the Software-as-a-Service cannot be shared or used by more than one individual (unless such license is

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reassigned in its entirety to another authorized user), and Customer shall make every reasonable effort to prevent unauthorized third-parties from accessing the Software-as-a-Service.

11. **Restrictions.** Customer is not permitted to (1) remove or modify any program markings or any notice of Itron's or its licensors' proprietary and intellectual property rights, (2) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Software-as-a-Service, (3) access or use the Software-as-a-Service in order to build or support, and/or assist a third-party in building or supporting, products or services competitive to Itron, (4) use the Software-as-a-Service on a service bureau basis, except under formal written agreement with Itron; or (5) combine the Software-as-a-Service with any application, software, hardware, equipment, product, or service, except as contemplated by these Software-as-a-Service terms or as expressly authorized by Itron in advance, in writing.

12. **Suspension or Restriction of Service.** Following not less than ten (10) business days' prior, written notice, Itron may suspend or restrict all or part of Customer's use of Itron's Software-as-a-Service at any time until further notice to protect the integrity and functionality of Software-as-a-Service applications, platform, and systems – or for a material violation of the "Restrictions" or "Conditions on Use of Service" sections that is not promptly cured.

13. **Technical Support Services.** Itron will make technical representatives available to answer questions related to the use of Software-as-a-Service, including assisting Customer with problems experienced with using the Software-as-a-Service; Itron will provide Customer with contact and process documentation. Training and professional services are not within the scope of technical support services.

14. **Customer Technical Responsibilities.** Customer is responsible for selecting, acquiring, securing and maintaining all equipment and ancillary services needed to connect to, access, or otherwise use and maintain compatibility with the Software-as-a-Service, at Customer's sole expense. Prior to commencing SaaS services, Itron shall provide Customer with written confirmation that Customer's equipment and ancillary services are in compliance with the requirements of this Section 14.

15. **User IDs & Passwords.** Itron shall provide Customer with user identifications and passwords ("User IDs") to access the Software-as-a-Service applications. Customer shall be solely responsible for all use of Customer's subscriptions and accounts. Customer shall maintain the confidentiality of all User IDs assigned to Customer. User IDs may not be shared or used by more than one user.

16. **Planned Maintenance.** Planned maintenance whenever reasonably practicable will be performed during off-business hours between 6:00 p.m. to 12:00 a.m. Customer's local time, with as little disruption to Customer's use of the Software-as-a-Service as possible, and unplanned maintenance, whenever reasonably practicable, shall also be performed during off-business hours between 6:00 p.m. and 12:00 a.m., Customer's local time.

17. **Unplanned Maintenance.** Itron will provide Customer with notice of unplanned maintenance as soon as reasonably practical; Itron will endeavor to minimize Software-as-a-Service disruptions.

18. **Monthly Service Level Reporting.** Itron will provide Customer with a monthly report that identifies daily SaaS performance and monthly average Availability, and identifies any period during which the required monthly Availability was not met. If in a given month, Itron does not meet the Application Availability service level, the report will state the reason the service level was not achieved and describe the corrective actions taken.

19. **Service Level Remedy.** If for a particular application Itron fails to meet the minimum required Availability service level for that application for three consecutive months, Customer may – as its sole remedy – terminate Customer's subscription to the affected application. Itron will refund any amounts prepaid for the balance of that year's Software-as-a-Service Subscription Fee from the date of effective termination, and Customer will not be required to pay any amounts under Section 4.3.4 with regard to the affected application if Customer terminates service under this Section in advance of expiration of

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the Software-as-a-Service Minimum Subscription Term.

20. **Business Continuity.** Itron has architected and operates a high availability and scalable infrastructure to facilitate virtualized customer environments with various fault tolerant components. Fault tolerance and failover methodologies allow Itron to maximize system availability and confidently uphold our uptime SLAs. Itron will conduct daily backups of back office application configuration files and associated data. These backups are for operational purposes only and are not a disaster recovery solution or a solution to be used by the Customer for testing or analysis purposes. Itron will periodically test the restore capability of its business continuity solution. System and database backups are performed via a schedule to provide for a full weekly backup and daily differential backups. System backups and snapshots are also taken prior to any system change that has been approved via the Itron Global Managed Services Change Control Board. The system can be recovered from the backup in an event of a failure. Business Continuity is designed to provide recovery for component failures within a datacenter, this does not provide coverage for the loss or connectivity to a datacenter. If a more robust mitigation solution is required by Customer, geo-diverse disaster recovery options can be discussed and priced as a more fault tolerant solution.
    All incidents requiring system recovery will be required to adhere to Itron's incident management policy and related standard operating procedures.
    BUSINESS CONTINUITY: RPO = 72 hours; RTO = 5 business days hours.

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MAINTENANCE & SUPPORT SERVICES ADDENDUM

1. **Relationship to General Terms and Conditions.** This Addendum is governed by the General Terms and Conditions and applicable Order Documents.
2. **Additional Definitions.** The following defined terms are in addition to those defined in the General Terms and Conditions:

Annual Adjustment means Itron's annual price increase which shall not exceed __5%__ (five percent) of the prior year's amount.

Annual Fees means the annual fees identified in an Order Document for each category of Covered Product, plus the Annual Adjustment, if any.

Client Services Guidelines Documents means the following documents as they may be updated by Itron from time to time: "Itron Support Services Contacts", "Itron Equipment Repair Center Locations", and "Working Effectively with Itron Client Services". Copies of the Client Services Guidelines Documents may be obtained by calling (877) 487-6602 or such other number or process provided by Itron to Customer.

Covered Equipment means Itron equipment identified as "Covered Equipment" in an Order Document.

Covered Products mean Covered Software, Covered Equipment and Third Party Covered Products.

Covered Software means Itron software identified as "Covered Software" in an Order Document.

Error means a material failure of Covered Software to comply with applicable published Itron specifications and/or a failure in functionality preventing Customer's full use of the affected application or Software.

Fix means a correction or workaround for an Error.

Improvement means an update, modification, enhancement and/or extension to Covered Software functionality that is included in a Software Release.

M&S Commencement Date means the date set forth in the applicable Order Document upon and after which a Covered Product will be entitled to receive Maintenance Services.

Maintenance Billing Cycle means a period of one year beginning on the Effective Date or any anniversary thereof.

Maintenance Services means services provided under this Addendum.

Operating Condition means performance in accordance with applicable published Itron specifications.

Principal Services Contacts means Customer's principal Itron relationship contacts for all Maintenance Services.

Service Levels means the response time, effort level, and escalation path procedures and guidelines described in Attachment A-1 to this Addendum.

Software Release means a collection of Fixes or Improvements made available by Itron to Customer.

Service Request means a request initiated by Customer for Technical Support Services.

Technical Support Services means those technical support services provided by Itron technical representatives by telephone, email, website or other means to assist Customer's Principal Service Contacts with questions or issues related to the operation of Covered Products.

Third Party Covered Products means third-party equipment and third-party software identified as "Third Party Covered Products" in an Order Document.

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3. **End of Support.** Itron may discontinue Maintenance Services for any Covered Equipment or Covered Software, effective as of the end of the applicable Maintenance Billing Cycle, by giving Customer written notice of such discontinuance no less than one hundred eighty (180) days prior to the end of such Maintenance Billing Cycle. The end of support date for a Third Party Covered Product shall be the date specified by the applicable third-party service provider, which date will be promptly communicated by Itron to Customer following the date of receipt. If the end of support date is scheduled within a subsequent Maintenance Billing Cycle, Annual Fees for that subsequent Maintenance Billing Cycle will be pro-rated through the end of support date. At Customer's request, Itron may elect to provide custom support for products for which Maintenance Services have been discontinued at Itron's then-current rates. Unless otherwise agreed by the Parties in accordance with the foregoing sentence, Itron shall have no obligation to provide Maintenance Services with respect to Covered Products for which Itron has discontinued Maintenance Services.
4. **Principal Services Contacts.**
    a. **Designation by Customer.** Customer shall designate a minimum of one and not more than three Principal Services Contacts for each Covered Product line, to serve as administrative liaisons for all matters pertaining to Maintenance Services for such Covered Product line and shall provide their contact information to Itron's customer account representative. Principal Services Contacts shall promptly report problems with Covered Products by submitting a Service Request for entry into Itron's support tracking system. Although it is Customer's sole right to choose its Principal Services Contacts, Customer and Itron acknowledge that each Principal Services Contact must have the appropriate technical skills and training for the position. If Customer replaces a Principal Services Contact, Customer will provide updated contact information to Itron's customer account representative, and the new Principal Services Contact will be properly trained in accordance with this Addendum prior to interfacing with Itron support personnel.
    b. **Training of Principal Services Contacts.** Before a Principal Services Contact interfaces with Itron support personnel, he/she will attend training sessions offered by Itron, an Itron-approved trainer, or Customer's training program approved by Itron to ensure that the Principal Services Contact is (i) knowledgeable about operation of the applicable Covered Products, and (ii) qualified to perform problem determination and remedial functions with respect to such Covered Products. Customer may perform Itron-approved training or may engage Itron to perform training of Principal Services Contacts at Itron's then current rates. Itron will make training sessions available by remote conference or training will be made available at a location agreed upon by the Parties. Customer shall be responsible for all Customer's associated travel-related expenses and, if the Parties agree that training will be provided at a location other than an Itron-designated facility (e.g., at a Customer-proposed facility), Customer will also reimburse Itron's travel-related expenses agreed to in advance, in writing, by Customer. The Principal Services Contacts must have the skills and capabilities to train other Customer personnel on Covered Products.

5. **Technical Support Services & Service Requests.**
    a. **Technical Support Services.** Itron will make support representatives available to provide Technical Support Services during its then current normal business hours as set forth in the "Itron Support Services Contacts". Technical Support Services include troubleshooting, problem diagnosis relating to Covered Products, Itron provided endpoints, and the Itron provided systems in which they are deployed; release or system management consulting; and recommendations for fully utilizing Covered Products. Customer acknowledges and agrees that Technical Support Services are not intended as a substitute for training of Customer personnel, field support, or Itron professional services. Nor will Customer use Technical Support Services in lieu of having qualified and trained support personnel of its own.

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b. **Service Request Process.** Customer shall submit Service Requests in the manner required by the Client Services Guidelines Documents and Service Levels. Customer may submit Service Requests on a 24/7/365 basis and Itron will respond to such Service Requests in accordance with the Service Levels. When Customer submits a Service Request, Customer will reasonably assess its urgency according to the appropriate Severity Level in Attachment A-1 to this Addendum. Itron will designate the Severity Level and the Parties will resolve any disagreement regarding the Severity Level designation as soon as is reasonably practical.

c. **Field Support.** At Customer's request, and Itron's approval, Itron will dispatch support personnel to Customer's location to provide onsite Technical Support Services ("***Requested Field Support***") related to a reported problem. Subject to Customer's prior, written agreement, requested Field Support will be billed at Itron's then-current rates, and Customer will reimburse Itron's travel-related expenses, unless the cause of the reported problem is found to be the fault of Itron.

6. Itron Software Maintenance.

a. **Fixes.** Itron shall provide Fixes in accordance with the Service Levels. Itron's obligations with respect to Service Levels are contingent upon Customer (i) devoting the same level of effort to resolving the Error as is required of Itron, (ii) responding to requests made by Itron within the applicable Response Time, (iii) assigning only qualified personnel to help Itron address the Error, and (iv) providing all information, access, and assistance reasonably requested by Itron to address the Error.

b. **Documentation and Backup.** Itron will make an electronic copy of the Documentation available to Customer at no additional charge via physical media or download access. Itron will also maintain a copy of its most recent supported version of executable Covered Software to be made available to Customer or installed by Itron as necessary in the event of corrupted or inoperative Covered Software. Said copy of executable Covered Software does not relieve Customer of its responsibility to backup and managed its on-premise software installation as part of ongoing system operation.

c. **Improvements.** Itron shall provide Improvements, if any, at no charge if such Improvements are made available to Itron customers generally at no charge.

d. **Software Releases.**

i. **Release Numbering Convention**. Fixes and/or Improvements are made available to customers through periodic Software Releases. For informational purposes, Itron's current practice (which may be changed at any time in Itron's discretion) is to provide Software Releases using the numbering convention "XX.YY.ZZ."

- The "XX" in Itron's numbering convention refers to a "**System Release**," which is a new version of Covered Software. A System Release may include Fixes, Improvements or interfaces to new functional modules or platforms not previously supported by Itron.
- The "YY" in Itron's numbering convention refers to a "**Service Pack Release**," which is an update to a System Release. Service Pack Releases may include Fixes or Improvements and are provided to Itron customers generally on a periodic basis.
- The "ZZ" in Itron's numbering convention refers to a "**Hot Fix Release**," which is an un-scheduled release provided to one or more customers as a short-term, temporary fix to a Severity Level 1 Error. While not utilized by all Itron software product lines, Hot Fix Releases are not made available to Itron customers generally but may be included in the next scheduled Service Pack for general release.

ii. **Support for Itron Enterprise Edition and OpenWay Software**. Itron will only provide Maintenance Services for Itron Enterprise Edition and OpenWay software

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if the following conditions are met: Customer must be operating either the most recent System Release or prior System Release running the most current Service Pack Release. In addition, Customer must test and install Service Pack Releases associated with the System Release in use by Customer within twelve (12) months of such Service Pack Releases being made available to Customer. Customer must fully test and upgrade to the latest System Release at least every twenty-four (24) to thirty-six (36) months.

iii. **Support for Other Covered Software**. For all other Covered Software, Itron will only provide Maintenance Services if the following conditions are met: Customer must be operating the most recent System Release and the two prior Service Pack Releases. Customer will test and install System Releases and Service Pack Releases within twelve (12) months of such Software Releases being made available to Customer.

iv. **Support for Unsupported Itron Software**. At Customer's request, Itron may elect to provide Maintenance Services for an unsupported Software Release at its then-current rates.

v. **Mandatory Revisions**. Customer must install all Mandatory Revisions. "Mandatory Revisions" are releases intended to address an Error, a material security breach, or a third-party infringement claim or suit of any kind. ITRON DISCLAIMS ALL LIABILITY RELATED TO OR ARISING OUT OF CUSTOMER'S FAILURE TO INSTALL A MANDATORY REVISION IN A TIMELY FASHION.

e. **Installation Services for Software Releases**. Maintenance Services for Covered Software include the following Software Release installation services: limited remote consulting support for all Covered Software on Itron-approved server configurations for one production server and one non-production server owned (test, training, or back-up – for example) / operated by Customer. At Customer's request, Itron may provide Software Release installation services for System Releases or Service Packs on current severs or additional production or nonproduction servers at its then-current rates.

f. **Restoring Software to Maintenance Services.** If Customer declines or discontinues Maintenance Services and thereafter wishes to resume such Maintenance Services for the most recent Software Release of that Covered Software, Customer shall, prior to receiving Maintenance Services, notify Itron in writing of its request for Maintenance Services and pay Itron's then-current re-initiation fee, which shall not exceed an amount equal to all Annual Fees that would have been invoiced for the applicable Covered Software if Customer had not elected to decline or discontinue Maintenance Services for that Covered Software, plus a five percent (5%) markup, in addition to prorated Annual Fees for the then-current Maintenance Billing Cycle.

g. **Exclusions.** Itron shall have no obligation to provide Maintenance Services for, or liability to Customer for Covered Software adversely affected by (i) use of Covered Software in combination with software, equipment, or communications networks not authorized by Itron or referenced in the Documentation as compatible, but not including Customer's operating systems, software, and equipment normally used in Customer's day to day operations ; (ii) modification to Covered Software or Covered Software installation instructions / scripts by anyone other than Itron, (iii) failure to perform Customer responsibilities described in this Addendum, (iv) the use of a version of Covered Software that is not supported by Itron; (v) Customer's failure to implement a hot fix or Mandatory Revision provided by Itron within the timeframe set forth herein; (vi) maintenance and/or support of products other than by Itron; or (vii) viruses introduced through no fault of Itron.

h. **Customer Responsibilities.**

i. **Remote Access.** Customer is responsible to support remote access to Covered Software by Itron support personnel assigned to provide Maintenance Services for purposes of remote diagnosis and troubleshooting of Covered Software. Itron shall

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not be liable for any delay or failure to resolve a problem if remote access to Covered Software is denied to Itron.

ii. **System Configuration, Operation and Maintenance.** Customer is responsible for the configuration, operation, and maintenance of equipment, system peripherals, operating system, and data communications environment associated with Covered Software. These activities include but are not limited to: checking audit logs, clearing discovered exceptions, and performing daily, weekly, and monthly operational tasks and systems responsibilities. Customer is responsible for any change made to Customer's software system, operating system, database or network configuration or any change to installation procedures, scripts, or any other provisions that materially affect the usability or operation of Covered Software. Customer will consult with Itron prior to making any material changes that may affect the installation or operation of Covered Software.

iii. **Network Administration.** Customer is responsible to monitor and maintain, repair, replace and upgrade its local, and wide area network components (if any)—including network servers, network clients, network hubs, routers, modems, and other software components necessary for efficient and reliable network operations associated with Covered Software—to ensure continued conformance with the applicable published Itron specifications. In addition, Customer is responsible to administer related host names, Internet Protocol addresses, network interfaces, access, security, communications, and equipment and software version control.

iv. **Database Administration.** Customer is responsible to administer the agreed upon database(s) associated with Covered Software, including hardware and software components, in accordance with the Documentation, which administration shall include, monitoring the database server, backing up electrical power sources, and configuring and administering of database schema, application interfaces, networking operating system, communications, and file transfer software. Customer is responsible to maintain database files (e.g., truncate, cleanup, and delete files consistent with industry standard practices) and perform regular data backup and data archiving.

v. **Data Review.** If Itron determines that it is necessary to evaluate Customer data to reproduce error conditions not reproducible with Itron's standard test data sets, Customer will provide Itron with reasonable access to such data. Itron shall not be liable for any delay or failure to resolve the problem if access to such Customer data is denied to Itron. Access to and security of all such Customer data shall be subject to the confidentiality obligations set out in the General Terms and Conditions.

7. Itron Equipment Maintenance.

a. **Preventive and Corrective Maintenance.** Upon receipt of an item of Covered Equipment, Itron shall (i) perform preventative Maintenance Services necessary to maintain the Covered Equipment in Operating Condition, and (ii) diagnose and correct any failure in the Covered Equipment as necessary to meet Operating Condition, excluding minor cosmetic deficiencies such as blemishes, dents or scratches.

b. **Maintenance Procedures.** Customer shall initiate a request for Maintenance Services for Covered Equipment by delivering the Covered Equipment to the applicable Itron address identified on the Itron Equipment Repair Table. Return of Covered Equipment shall be at Customer's expense and in accordance with Itron's then-current Return Material Authorization ("RMA") procedures. Upon receipt of Covered Equipment (with the required information) under Itron's RMA procedures, Itron shall assess the item to determine (a) whether it is in fact Covered Equipment and (b) whether the maintenance requested is included within the Maintenance Services ordered by Customer and not otherwise excluded from coverage. If the returned equipment is determined to be Covered

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Equipment and the maintenance requested is included in the Maintenance Services ordered by Customer, Itron shall provide the applicable Maintenance Services and return the item of Covered Itron Equipment to Customer at Itron's expense within the applicable turnaround time identified on the Itron Equipment Repair Table. If Itron determines that returned equipment is not Covered Equipment or is excluded from the Maintenance Services ordered by Customer, then Itron will proceed in accordance with Section 7.4 below.

c. **Exclusions.** Covered Equipment Maintenance Services do not include repairs related to: (i) damage due to accident, abuse, misuse, inadequate maintenance, problems caused by electrical power surges or acts of God outside of the tolerances set forth in the applicable published Itron specifications; (ii) service or repair processes (including installation or de-installation of equipment, parts, or firmware/software) not performed or authorized by Itron; (iii) use of parts, configurations or repair depots not certified or authorized by Itron; or (iv) Customer's failure to perform material Customer responsibilities in accordance with this Addendum, including caring for Covered Equipment in accordance with applicable Documentation.

d. **Estimation Fees.** Itron will provide Customer with a price quote for the estimated cost (including current inspection fees), including labor, materials and shipping, for any repairs to equipment that are requested, which are excluded from or not included within the Maintenance Services ordered by Customer. If Customer elects not to proceed with the requested repair, Itron will return the item of equipment at Customer's expense and Itron may charge Customer its then-current inspection fee. Any increase in inspection fee not to exceed more than 5% annually. **Adding/Restoring Equipment to Maintenance Services.** Following the Effective Date, additional Covered Equipment purchased by Customer, of a similar type and model already covered under this Addendum, shall automatically be deemed to be Covered Equipment following the M&S Commencement Date. If Customer declines or discontinues Maintenance Services for any Covered Equipment and thereafter wishes to add or restore such equipment as Covered Equipment, Itron may, prior to such equipment being included as Covered Equipment, inspect such equipment at Itron's then current rates to determine whether it is in Operating Condition and/or charge Itron's then current re-certification fee, in addition to prorated Annual Fees for the then-current Maintenance Billing Cycle (the "**Re-initiation Costs**"). At Customer's request, Itron will provide Customer with a quote for estimated Re-initiation Costs for equipment that Customer wishes to add or restore as Covered Equipment under this section.

e. **Equipment Responsibilities.** Itron shall make available, and Customer shall obtain, a copy of the Documentation for Covered Equipment and Customer will be responsible to perform preventive maintenance for each such item in accordance with such Documentation. Customer shall also keep accurate records of Covered Equipment serial numbers and locations to assist Itron with performing Maintenance Services.

8. **Fees and Invoicing.** As compensation for the Maintenance Services, Customer shall, in advance, pay to Itron Annual Fees for each Maintenance Billing Cycle in which it receives Maintenance Services. Itron shall invoice Customer for Maintenance Services to be provided during the first Maintenance Billing Cycle as soon as practicable following the Effective Date. For Maintenance Services provided during any subsequent Maintenance Billing Cycle, including Maintenance Services for newly purchased or licensed Covered Products, Itron shall provide Customer with a renewal notice at least 120 days prior to the commencement of each Maintenance Billing Cycle. Customer may discontinue Maintenance Services for any Covered Product(s) by providing Itron with written notice of non-renewal for such Covered Product(s) no less than 90 days prior to the commencement of any subsequent Maintenance Billing Cycle. Otherwise, approximately 20 days prior to the commencement of each subsequent Maintenance Billing Cycle, Itron shall provide Customer with an invoice for Annual Fees payable by Customer

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for the forthcoming Maintenance Billing Cycle. Itron may, in its discretion, invoice Customer for Maintenance Services for a Covered Product that is added during any Maintenance Billing Cycle as soon as such Maintenance Services have been added (at a prorated amount) or at the beginning of the next Maintenance Billing Cycle. The Annual Fee for any partial Maintenance Billing Cycle (i.e., for Covered Products with a Maintenance Commencement Date or an increase in the applicable Annual Fees that falls after the beginning of the Maintenance Billing Cycle) shall be prorated based on the applicable M&S Commencement Date or Annual Fee increase date and the remaining number of months Customer is to receive Maintenance Services during such Maintenance Billing Cycle.

9. **Support for Third Party Products.** Itron shall provide first tier Technical Support Services for Third Party Products by handling all Customer inquiries, attempting to identify the component involved in the problem and obtaining appropriate documentation of such inquiry or problem. In addition, Itron shall make commercially reasonable efforts to facilitate Customer's receipt of maintenance and support for such Third Party Products Covered Products consistent with the third party maintenance terms identified on the applicable Order Document. Notwithstanding anything else to the contrary, Itron's sole obligation under this Addendum with respect to Third Party Products shall be as set forth in this section.
10. **Survival.** The following sections of this Addendum shall survive termination or expiration of this Agreement or any Order Document or Statement of Work: Section 3 (End of Support), 6.7 (Exclusions), 7.4 (Exclusions), Section 8 (Fees and Invoicing) and 10 (Survival).

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Attachment 1 to Maintenance & Support Services Addendum

– Software Maintenance & Support Service Levels –

Severity Level	Response Times	Effort Level and Escalation Path
Severity Level 1. **Critical Business Impact / System Down:** An Error for which there is no work-around, which causes the Itron product or a critical business function / process (including system billing) of an Itron system to be unavailable or such that system use and operation cannot continue. "Error" means a failure of the product or system to substantially comply with applicable specifications. *Severity 1 errors must be reported by phone to initiate the Severity 1 response process. Service Requests ("SRs") initiated by email or web interface are logged as a Severity 3 until reviewed by Itron technical support services management team ("TSS Management Team") and validated as a higher priority.	During after-hour periods, Itron will respond to a critical support voice messages within 15 minutes by a return call to Customer, which will validate receipt of the critical support call and begin the SR process. During regular business-hours Itron will begin the SR process during Customer's initial call. Following the start of the SR process Itron will respond to Customer's SR within two (2) business hours with an investigation response. Following the investigation response, Itron will update Customer at three (3) hour intervals during each day the SR remains unresolved, or as otherwise agreed by the Parties. Customer will respond to an Itron inquiry or request within three hours.	Itron will make diligent efforts on a 24x7 basis*, or as otherwise agreed by the Parties. An SR shall be escalated to Itron's TSS Management Team if a Fix is not provided within one (1) business day of Itron's receipt of the Customers call and creation of the SR. *24X7 support for Severity Level 1 Errors is not currently available for Itron Meter products, energy forecasting and load research products, and distribution products.

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Severity Level	Response Times	Effort Level and Escalation Path
Severity Level 2. **Moderate Business Impact / Degraded Operation:** An Error other than a Severity Level 1 Error, for which there is no work-around, which limits access or use of the product or a business function, causing the system to miss required business interface or deadlines. The system remains available for operation but in a restricted fashion. *Severity 2 errors must be reported by phone to initiate the Severity 2 response process. SRs initiated by email or web interface are logged as a Severity 3 until reviewed by Itron TSS Management Team and validated as a higher priority.	Itron will respond to a Customer SR within one (1) business day and will update the SR at least every other day. Customer will respond to an Itron inquiry or request within one (1) business day.	Itron will make diligent efforts during normal business hours. SRs shall be escalated to Itron's TSS Management Team if a Fix is not provided within three (3) business days of Itron's receipt of Customer's call and creation of the SR. "Fix" means a correction of an Error, including a work-around, in order for product to function in accordance with applicable specifications.
Severity Level 3. **Minor Business Impact / Compromised Operation:** An Error other than a Severity Level 1 or Severity Level 2 Error that has an inconvenient use of or aces to a product function. (e.g., a feature is not working as documented but a work-around is available and significant business functions are not materially impaired).	Itron will respond to Customer SR within two (2) business days.	Itron's TSS Management Team will make diligent efforts during normal business hours.
Severity Level 4. **No Business Impact / Standard Operation:** An Error other than a Severity Level 1, Severity Level 2 or Severity Level 3 Error. Generally a cosmetic Error or an Error which does not degrade Customer's use of the product or system.	Itron will respond to Customer SR within three (3) business days, or as otherwise agreed by the Parties.	Itron TSS Management Team will make commercially reasonable efforts during normal business hours.

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Severity Level	Response Times	Effort Level and Escalation Path
Severity Level 5. Customer SR for an enhancement or new functionality.	N/A	The SR will be evaluated as a potential, future product enhancement. If the enhancement or new functionality requires more immediate attention for Customer, Itron will engage Itron's professional services group to create a customized proposal for Customer, at Itron's then-current services rates.

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EQUIPMENT ADDENDUM

1. **Relationship to General Terms and Conditions.** This Addendum is governed by the General Terms and Conditions and applicable Order Documents.
2. **Additional Definitions.** The following defined terms are in addition to those defined in the General Terms and Conditions:

Equipment means Itron Equipment and Third-Party Equipment.

Firmware means the object code version of software embedded in Equipment.

Itron Equipment means equipment listed on an Order Document for sale to Customer under this Agreement that is manufactured by or on behalf of Itron.

Third-Party Equipment means equipment listed on an Order Document for sale to Customer under this Agreement that is not manufactured by or on behalf of Itron.

Warranty Period means the Itron Equipment warranty period, commencing upon the actual ship date, which shall be one (1) year, if no other applicable Warranty Period is specified in the Order Document, or the Warranty period set forth in the Order Document, if the Order Document specifies the applicable Warranty Period.

3. **Ordering Equipment.** Customer shall order Equipment by issuing a Purchase Order to Itron in accordance with this Agreement.
4. **Invoicing**. Itron will invoice Customer for Equipment upon the date of shipment.
5. **Ordering, Lead Time & Ship Date**. Scheduled shipping dates will be assigned by Itron as close as possible to Customer's requested date based on Itron's then-current lead times for the Equipment. Upon Customer's request, Itron will communicate current lead times. Itron will also communicate scheduled shipping dates in the order acknowledgment or on Itron's customer portal.
6. **Order Cancellation & Rescheduling**. Provided Itron is not then in breach of this Agreement, Purchase Orders for Equipment may not be canceled or rescheduled by Customer, unless agreed to by Itron.
7. **Forecasts**. Each month Customer will provide Itron with a rolling, nonbinding, minimum 12-month, non-binding forecast of Customer's anticipated Equipment demand.
8. **Shipment, Title & Risk of Loss.** For shipments within the United States, Itron will ship Equipment FOB Destination. Customer must pay for all costs associated with delivery of Equipment to the final destination. Title and risk of loss of Equipment will pass to Customer upon receipt in undamaged condition by Customer. For shipments outside the United States, Itron will ship Equipment FCA Origin (Incoterms 2010). Equipment will be delivered export cleared to Customer at the production facility. Customer will act as the Importer of Record (IOR) for Equipment and assumes all costs associated with delivery of Equipment to the final destination, including transportation after delivery to carrier and any licensing, certifications, permits, customs fees, import/local taxes, provincial/national tax, and value added tax related to importation of Equipment. Itron will provide all necessary information required for Customer to import Equipment. Title to and risk of loss for Equipment passes to Customer upon tender to the carrier at the production facility.
9. **Documentation.** Itron will make its standard, current Documentation for Itron Equipment available via download. Itron will provide Customer with download instructions.
10. **Equipment Firmware.** The purchase of Itron Equipment includes a nonexclusive license under Itron copyrights to use Firmware in Itron Equipment. The license to any Firmware in Third-Party Equipment purchased by Customer through Itron shall be between Customer and the manufacturer of the Third-Party Equipment.

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11. **Returns.** Except as provided in Section 12 below, Itron does not accept returns unless: (i) Itron shipped a product other than as specified in the Purchase Order, (ii) such product is unopened, and (ii) the product is returned in accordance with Itron's then current RMA policy and procedures.
12. **Limited Itron Equipment Warranty.** Itron warrants solely to Customer that, during the Warranty Period, Itron Equipment will be free from defects in materials and workmanship and will conform in all material respects to the applicable Itron published specifications. As Customer's sole and exclusive remedy for a breach of the foregoing warranty, Itron will, at its option and expense: (i) repair or replace faulty Itron Equipment under warranty after it has been returned to an Itron-designated repair facility during the Warranty Period in accordance with Itron's then current RMA policy and procedures, (ii) provide Customer with a Firmware or software fix to correct the nonconformity, or (iii) if Itron determines (in its reasonable judgment) that it is unable to provide a remedy specified in item (i) or (ii) of this section, Itron will provide Customer with a depreciated refund of the purchase price for the applicable Itron Equipment. Itron will pay the cost of shipping Itron Equipment to and from Customer provided, however, that if the parties agree that the Equipment is not eligible for warranty service following receipt by Itron, then Customer shall pay any required shipping costs.. Customer is responsible for any labor costs associated with removal or reinstallation of Itron Equipment. Repaired and replacement Itron Equipment will be warranted for the remainder of the Warranty Period, or sixty (60) days from the ship date of the repaired or replaced Itron Equipment, whichever is longer.
13. **Itron Equipment Warranty Exclusions**. The above warranty does not cover Itron Equipment in poor operating condition due to: (a) changes made to Itron Equipment without Itron's prior written consent; (b) use with cables, mounting kits, antennas, battery backups and other devices, third party software or firmware that Itron has not provided to Customer or approved in writing for use with Itron Equipment; (c) Customer's or a third party's misuse, abuse, negligence, or failure to install, test, handle or operate Itron Equipment in accordance with its Documentation or as directed by Itron; (d) a Force Majeure event; or (e) incorrect data, or data entry or output by Customer or a third party not under Itron's control. Customer may request that Itron repair Itron Equipment damaged by any of the foregoing; if Itron agrees to make such repairs, Customer may be charged additional Fees.
14. **Integration of Itron Equipment**. If Customer purchases Itron Equipment for integration into third-party devices or other third-party hardware, Customer must obtain warranty service for the Itron Equipment from the third-party integrated device provider.
15. **Third-Party Equipment Warranty**. Itron is not the manufacturer of the Third Party Equipment and makes no representations or warranties whatsoever, directly or indirectly, express or implied, as to the suitability, durability, fitness for use, merchantability, condition, quality, performance or non-infringement of Third-Party Equipment. Third Party Equipment shall be subject to any warranties provided by the Third Party Equipment manufacturer. Itron will pass through to Customer, or make commercially reasonable efforts to enforce on Customer's behalf, any warranties and remedies received from the Third Party Equipment manufacturer.
16. **Survival.** The following sections of this Addendum shall survive termination or expiration of this Agreement or any Order Document or Statement of Work: 1 (Relationship to General Terms and Conditions), 2 (Additional Definitions), 4 (Invoicing), 6 (Order Cancellation & Rescheduling), 8 (Shipment, Title & Risk of Loss), 10 (Equipment Firmware), 11 (Returns), 12 (Limited Itron Equipment Warranty), 13 (Itron Equipment Warranty Exclusions), 14 (Integration of Itron Equipment), 15 (Third-Party Equipment Warranty) and 16 (Survival).

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Itron Equipment Warranty table

<table>
<tr><th>Product or Repair</th><th>Warranty Terms and Additional Warranty Terms</th></tr>
<tr><td>100W and 100W+ series Water Module (including battery)</td><td>Each 100W and 100W+ series Water Module (including battery) receives a 20-year warranty consisting of 10 years of warranty coverage under Section 12 (Itron Equipment Warranty) followed by 10 years of discounts against replacement products, as described below:
Warranty Period: 10 years from date of shipment
Discount Period: If a 100W or 100W+ series Water Module (including battery) fails during the ten-year period following expiration of the applicable Warranty Period (the “Discount Period”), subject to applicable warranty exclusions under Section 13 (Itron Equipment Warranty Exclusions), Itron will provide Customer with a discount off Itron’s then-current list price for any available Itron water module to replace the failed 100W or 100W+ series Water Module (including battery) per the discounts set forth below:
<table>
<tr><th>Discount Period</th><th>Discount</th></tr>
<tr><td>Years 1 through 5</td><td>50%</td></tr>
<tr><td>Years 6 through 10</td><td>25%</td></tr>
</table>
Itron does not guarantee that replacement water modules will be backwards compatible.

Warranties on 100W and 100W+ series Water Modules shall be void if the module is used in connection with a third-party reading system that has not been approved by Itron in writing.</td></tr>
<tr><td>CAM</td><td>Warranty Period: 5 years from date of shipment</td></tr>
<tr><td>CENTRON and SENTINEL electricity meters</td><td>Warranty Period: 3 years from date of shipment</td></tr>
<tr><td>Intelis Gas Meter</td><td>Warranty Period: 3 years from date of shipment</td></tr>
<tr><td>OpenWay Riva Leak Sensor</td><td>Warranty Period: 5 years from date of shipment.</td></tr>
<tr><td>OpenWay Riva Water Module (including battery)</td><td>Each OpenWay Riva Water Module (including battery) receives a 20-year warranty consisting of 10 years of warranty coverage under Section 12 (Itron Equipment Warranty) followed by 10 years of discounts against replacement products, as described below:
Warranty Period: 10 years from date of shipment
Discount Period: If a OpenWay Riva Water Module (including battery) fails during the ten-year period following expiration of the applicable Warranty Period (the “Discount Period”), subject to applicable warranty exclusions under Section 13 (Itron Equipment Warranty Exclusions), Itron will provide Customer with a discount off Itron’s then-current list price for any available Itron water module to replace the failed OpenWay Riva Water Module per the discounts set forth on the following page:</td></tr>
</table>

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<table>
<tr><td></td><td>
<table>
<tr><th>Discount Period</th><th>Discount</th></tr>
<tr><td>Years 1 through 5</td><td>50%</td></tr>
<tr><td>Years 6 through 10</td><td>25%</td></tr>
</table>
Itron does not guarantee that replacement water modules will be backwards compatible.

Warranties on OpenWay Riva Water Module shall be void if the module (1) is used in connection with a third-party reading system that has not been approved by Itron in writing, (2) is configured to other than factory default network settings of 60 minutes of interval data, three network transmissions per day, or (3) exceeds 5 firmware downloads over the life of the product.
</td></tr>
<tr><td>METRIS Meters and I-250 Meters</td><td>Additional Warranty Terms: Itron warrants that eighty five percent (85%) or more of the METRIS Meters and I-250 Meters shipped to Customer during any calendar year will be free from defects in materials and workmanship such that they maintain set point calibration that is within two percent of their original factory set point calibration (open and check) (“Calibration Warranty”). The foregoing Calibration Warranty is valid until the earlier of (i) 15 years from shipment to Customer of the METRIS Meter and I-250 Meter for which warranty coverage is sought, (ii) the measurement of more than one million cubic feet of gas measured by such meter, or (iii) until such meter is replaced by Customer in connection with a periodic meter change-out.</td></tr>
<tr><td>Repairs or updates for out-of-warranty electricity meters</td><td>Additional Warranty Terms: Itron shall perform the repairs or updates with reasonable care and in a diligent and competent manner. Itron's sole obligation in connection with repair or update failures shall be, at its option, to correct or re-perform repairs/updates or refund to Customer the amount paid for the repairs/updates. Customer must report any deficiencies in repair work to Itron in writing within 90 days of shipment to receive the remedies described herein</td></tr>
<tr><td>Socket Based Router, Pole Mounted Router, and Routing Node</td><td>Additional Warranty Terms: Itron shall perform the repairs or updates with reasonable care and in a diligent and competent manner. Itron's sole obligation in connection with repair or update failures shall be, at its option, to correct or re-perform repairs/updates or refund to Customer the amount paid for the repairs/updates. Customer must report any deficiencies in repair work to Itron in writing within 90 days of shipment to receive the remedies described herein.</td></tr>
<tr><td>All other Itron Equipment not listed above</td><td>Warranty Period: 1 year from date of shipment.</td></tr>
</table>

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PROFESSIONAL SERVICES ADDENDUM

1. **Relationship to General Terms and Conditions.** This Addendum is subject to the General Terms and Conditions including, but not limited to, all indemnity and insurance provisions, and applicable Order Documents.
2. **Additional Definitions**. The following defined terms are in addition to those defined in the General Terms and Conditions:

Change means a change to the scope of Professional Services or related deliverables to be provided by Itron under a Statement of Work.

Change Request means a request made by Itron or by Customer for a Change.

Change Order means a written document describing a Change agreed to by Itron and Customer that is signed by both Parties.

Professional Services means professional services such as installation services, implementation services, consulting services and project management services and other similar services described in a Statement of Work, but excluding cloud services, managed services and support and maintenance services.

3. **Statement of Work Requirement**. Itron has no obligation to provide Professional Services in the absence of a Statement of Work agreed to by Itron and the Customer and a Purchase Order issued by Customer to purchase Professional Services under that Statement of Work. Customer shall order Professional Services by issuing a Purchase Order to Itron in accordance with this Agreement.
4. **Expenses**. Customer will reimburse Itron for reasonable out-of-pocket travel-related expenses approved in advance in writing by Customer that are incurred by Itron relating to the provision of Professional Services.
5. **Invoicing**. Itron will invoice Customer for Professional Services as set forth in the applicable Order Document or Statement of Work. Unless otherwise provided in the applicable Order Document or Statement of Work, Itron will invoice Customer for Professional Services at the end of the month in which they are performed and for expenses as incurred.
6. **Customer Responsibilities**. Customer shall timely perform all its agreed-upon, assigned roles, responsibilities and tasks under each Statement of Work using qualified personnel. Customer shall also provide Itron with reasonable cooperation with respect to the Professional Services, including for example, by providing Itron with reasonable access to Customer's facilities, service territory, personnel, systems, and information.
7. **Reference Information**. If Customer provides Itron any designs, technical information, or other information required by Itron to provide Professional Services and/or related deliverables (collectively, "**Reference Information**"), Itron shall be entitled to rely on the accuracy of such information and documents. To the extent Customer's failure to provide accurate and complete Reference Information, without fault of Itron, results in any delay or increases Itron's cost of performing Professional Services, the delay shall be excused, and Itron shall have the right to increase its Fees as necessary to offset its increased costs, as documented, of performing Professional Services. Itron will provide Customer with reasonable evidence of its increases costs of performing the Professional Services and will make commercially reasonable efforts to minimize such costs to the extent practicable under the circumstances.
8. **Delays**. To the extent Customer's failure to adhere to Customer's responsibilities and requirements under an Order Document or Statements of Work results in any delay or increases Itron's cost of performing Professional Services, the delay shall be excused, and Itron shall have the right to increase

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its Fees as necessary to offset its increased costs, as documented, of performing Professional Services. Itron will provide Customer with reasonable evidence of its increases costs of performing the Professional Services and will make commercially reasonable efforts to minimize such costs to the extent practicable under the circumstances.

9. **Express Warranties for Professional Services**. Itron warrants to Customer that Professional Services will be provided by personnel with the requisite experience, skills, knowledge, training and education and in a timely, professional, and workmanlike manner in accordance with the applicable Statement of Work
10. **Remedies**. As Customer's exclusive remedy for any material noncompliance by Itron with the express warranties provided above for Professional Services, Itron shall correct the noncompliance within a reasonable period of time under the circumstances, if Customer gives Itron written notice (which notice must describe the noncompliance in sufficient detail to enable Itron to provide the required corrective action) within ninety (90) days of performance of the applicable noncompliant Professional Services. Itron, in its sole discretion, is unable to correct the noncompliance, its sole obligation will be to refund to Customer a pro-rata amount paid for the nonconforming Professional Services.
11. **Change Requests & Change Orders.** Either Party may propose a Change Request. All Changes must be approved pursuant to the Change Order. The Parties will adhere to any Change Request procedures set forth in the applicable Order Document or Statement of Work. If Itron receives a Change Request from Customer, Itron will prepare and submit a proposed Change Order to Customer describing the Change and associated increase or decrease, in fees. No Change Order will be binding upon Customer or Itron unless signed by authorized representatives of both Parties. All Change Orders will be governed by the terms and conditions of this Agreement.
12. **Project Deliverables**. Itron shall provide Customer with project-related documentation and other deliverables identified in the applicable Statement of Work. Customer shall have a non-exclusive, non-transferable license to use such documentation and other deliverables for Customer's internal business in furtherance of the purpose for which they were provided by Itron. For clarity, the foregoing license does not apply to software or firmware licensed by Customer under other Addenda to this Agreement.
13. **Survival.** The following sections of this Addendum shall survive termination or expiration of this Agreement or any Order Document or Statement of Work: 1 (Relationship to General Terms and Conditions), 2 (Additional Definitions), 3 (Statement of Work Requirement), 4 (Expenses), 5 (Invoicing), 7 (Reference Information), 8 (Delays), 9 (Express Warranties for Professional Services), 10 (Remedies), 11 (Change Requests & Change Orders), 12 (Project Deliverables) , and 13 (Survival).

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ORDER DOCUMENT

This Order Document is governed by the City of Banning Master Sales Agreement between Customer and Itron, effective as of the date last signed above, including any amendments thereto (the "**Agreement**"). Except as otherwise defined in this Order Document, capitalized terms herein have the meanings assigned to them in the Agreement.

This Order Document applies only to the products and services described in the pricing summary attached thereto as Attachment A and the Statement of Work attached hereto as Attachment B.

Except as otherwise expressly provided or modified in this Order Document, the (i) terms and conditions of the Agreement remain in full force and effect, and (ii) this Order Document , the Agreement and the Scope of Work (SOW) constitute the entire and exclusive agreement between the Parties regarding the subject matter hereof, and supersede all proposals and prior agreements, oral or written, and all other communications. In the event of a conflict between this Order Document and the Agreement, this Order Document shall govern.

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Attachment A

Pricing Summary

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Itron
Electric / Gas / Water
Information collection, analysis and application
2111 N. Molter Rd.
Liberty Lake, WA 99019
fax: 866-787-6910
www.itron.com

Pricing Summary for

City of Banning

BMR# 19011-20 Ver1 Apr
April 28, 2020

Item	Category	Description	Qty	Unit Price	Extended Price	Notes
Hardware						
Itron Equipment						
1	Meter	C2SOD Form 1S, CL200, 120V with remote disconnect	21	No Charge	No Charge	
2	Meter	C2SOD Form 2S, CL200, 240V with remote disconnect	515	No Charge	No Charge	
3	Meter	C2SOD Form 2S, CL200, 240V with remote disconnect	608	No Charge	No Charge	
4	Meter	CN2SOD Form 12S, CL200, 120V with remote disconnect	36	No Charge	No Charge	
5	Meter	CN2SOD Form 12S, CL200, 120V with remote disconnect	24	No Charge	No Charge	
6	Meter	C2SO Form 2S CL320, 240V	7	No Charge	No Charge	
7	Meter	CP2SOA Form 3S, CL20, 120V-480V	18	No Charge	No Charge	
8	Meter	CP2SOA Form 4S, CL20, 120V-480V	21	No Charge	No Charge	
9	Meter	CP2SOA Form 4S, CL20, 120V-480V	6	No Charge	No Charge	
10	Meter	CP2SOA Form 9S(8S), CL20, 120V-480V	184	No Charge	No Charge	
11	Meter	CP2SOA Form 9S(8S), CL20, 120V-480V	16	No Charge	No Charge	
12	Meter	CP2SOA Form 9S(8S), CL20, 120V-480V	16	No Charge	No Charge	
13	Meter	CP2SOA Form 9S(8S), CL20, 120V-480V	8	No Charge	No Charge	
14	Meter	CP2SOA Form 12S, CL200, 120V-480V	20	No Charge	No Charge	
15	Meter	CP2SOA Form 45S(5S), CL20, 120V-480V	36	No Charge	No Charge	
16	Meter	CP2SOA Form 16S(14S, 15S, 17S), CL200, 120V-480V	502	No Charge	No Charge	
		Pole Mount Router: *Select One*				
17	Hardware	Pole Mount Router - MVP, AT&T, Two Battery	17	$3,500.00	TBD	
18	Hardware	Pole Mount Router - MVP, Verizon, Two Battery	17	$3,500.00	TBD	
		Range Extenders: *Select One*				
19	Hardware	ECR257: HW3.1 RFLAN Range Extender - 120V External	3	$400.00	TBD	
20	Hardware	ECR256: HW3.1 RFLAN Range Extender - 240V External	3	$400.00	TBD	
21	Hardware	ECR253: HW3.1 RFLAN Range Extender - 24V DC External	3	$400.00	TBD	
					TBD	
		Mounting Kit: *Select One*			TBD	
22	Hardware	MOUNTING KIT - WALL, RFLAN RANGE EXTENDER	3	$13.00	TBD	
23	Hardware	MOUNTING KIT - POLE, RFLAN RANGE EXTENDER	3	$40.00	TBD	
24	Hardware	MOUNTING KIT - UNISTRUT, RFLAN RANGE EXTENDER (1 5/8" x 1 5/8" x 6")	3	$32.00	TBD	
25	Hardware	MOUNTING KIT - UNISTRUT, RFLAN RANGE EXTENDER (13/16" x 1 5/8" x 6")	3	$20.00	TBD	
					TBD	
		Power Cable: *Select One*			TBD	
26	Hardware	POWER CABLE ASSY - MINI, 3 PIN FEMALE, 12FT, BARE LEAD	3	$48.00	TBD	
27	Hardware	POWER CABLE ASSY - MINI, 3 PIN FEMALE, 12FT, AC 3-PRONG	3	$100.00	TBD	
28	Hardware	POWER CABLE ASSY - MINI, 3 PIN FEMALE, 12FT, PHOTO CELL	3	$105.00	TBD	
					TBD	
		DC Power Supply: *Select One*			TBD	
29	Hardware	24V DC Class II Power Supply	3	$125.00	TBD	
30	Hardware	24V DC Class II Power Supply w/ inline fuse	3	$125.00	TBD	
31	Hardware	24V DC Class II Power Supply Enclosure with Breaker	3	$200.00	TBD	
32	Hardware	24V DC Class II Power Supply Enclosure without Breaker	3	$185.00	TBD	
		Accessories				
33	Hardware	CBL, PWR CONN.3 COND.SOLID, 12 FT	3	$70.00	$210.00	
34	Hardware	Accessory Kit, Pole Mount Router.	3	$200.00	$600.00	
		Hardware Total			**$810.00**	
Professional Services						*(1)*
35	Services	Project Implementation Services			$248,760.00	
36	Expenses	Project Implementation Expenses (estimated)			$17,300.00	
		Professional Services Total			**$266,060.00**	
Itron Cloud Services						*(2)*
37	One-time	One-Time Set-up			$27,075.00	
					Annual	
38	Operations	Software as a Service - up to 14,000 Endpoints OpenWay Operation Center - Collection Engine ISM			$37,914.00	
		Itron Cloud Services Total			**$64,989.00**	
		OpenWay System Subtotal			**$331,859.00**	
		Solution Discount			($40,760.00)	
		OpenWay System Total			**$291,099.00**	

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Itron

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Liberty Lake, WA 99019
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www.itron.com

Pricing Summary for

City of Banning

BMR# 19011-20 Vert Apr
April 28, 2020

Notes and Assumptions

(1) Professional services pricing is an estimate and is based on assumptions that have not been confirmed. In order to create a formal Scope of Work and a more accurate professional services bid, a detailed discussion of actual project requirements will be necessary. Travel and expenses are included and will be billed at actual.
- The City will lead integration between AMI and CIS/Satec with Itron in a support role
- Itron to provide documentation on standard OWCE APIs
- The City is responsible for all testing efforts with Itron in a support role
- The City is responsible for migration of meters to network mode with support from Itron
- The City is responsible for network installation
- A single production environment.

(2) Itron Cloud Services:
- Includes the following applications: Collection Engine and Itron Security Manager.
- Software subscription and Cloud Services pricing is based on a 5 year contract.
- Contract term for a minimum of 12 months.
- Itron Cloud Services invoicing commences once the system becomes available. Invoicing is based on the total number of meters that the system is configured to support.
- Cloud Services to be provided from Itron's Cloud Services Data Center or Partner Data Center
- Itron to perform server administration, database administration, local area network administration, monitoring software administration, security administration.
- One major software upgrade is included in annual SaaS fees. During this major software upgrade should the customer require training, extended integration testing support, and project management Itron can provide services and it would be addressed via a SOW if required by customer.
- Pricing includes all hardware, labor, 3rd party software and maintenance in accordance with Itron's standard terms and SLAs for use of Itron application software.
- Includes one production environment.
- Standard business continuity for this bid RPO - 72 hours and RTO - 5 business days.
- Additional environments for Development or Test are not included.
- System configured to support up to 14,000 endpoints.
- Setup for a VPN tunnel is included
- Where Microsoft SQL Server Standard edition or BI is required, it is provided for up to 5 users.
- Monthly wireless communications fees not included for WAN backhaul.
- Pricing includes unique domain for Active Directory to support portable security keys; assumes required domain name is not externally registered.
- Cloud Services are escalated at 5% per year, starting in year 3.
- Under a SaaS or Cloud Infrastructure Services offering, City of Banning will be responsible the day-to-day operation of the system and applications.
- City of Banning to perform PMR monitoring and troubleshooting.
- City of Banning to perform interrogation monitoring, scheduling and troubleshooting.
- City of Banning to perform endpoint exception monitoring and troubleshooting.

(3) Pricing is based on existing agreements or Itron's standard terms and conditions.

(4) Freight (with the exception of meters), taxes, duties, and tariffs are not included. Prices are in US dollars. Prices are valid for 90 days.

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Statement of Work

OPENWAY AMI IMPLEMENTATION

City of Banning, CA

SOW Point of Contact: JP Pulcini
ITRON Account Executive: Rob Rickard
Date: 5/11/2020
Version: 1.5

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Table of Contents

A. Document Purpose 42
B. Document Controls 43
C. Glossary of AMI Terms 44
D. Project Overview 48
E. Project Resources, Roles and Responsibilities 51
F. Project Assumptions 54
G. Workshops 56
H. Training 57
I. Testing 58
J. Project Deliverables and Responsibilities 61
K. Acceptance of ITRON Deliverables 63
L. Project Completion 66
M. Project Invoicing, Service Fees & Related Details 67
N. Appendix A - Itron Documentation Reference 69
O. Appendix B – Change Control Process 70
P. Appendix C – City of Banning Solution Architecture 72
Q. Appendix D – Network Design Assumptions 73
S. Appendix E – Integration Assumptions 74

DocuSign Envelope ID: 79CFFCBD-5EC3-4D76-9FF8-862101BAFEB0

A. Document Purpose

This Statement of Work ("***SOW***") defines the activities ("***SERVICES***") to be performed by ITRON, Inc. ("***ITRON***") for City of Banning ("***CUSTOMER"***) for an Itron OpenWay AMI Implementation ("***PROJECT***"). This document will describe agreed upon scope, Services to be provided, deliverables, assumptions, responsibilities, timeline and completion criteria.

Any updates to this SOW shall only be considered as documented through the change control process throughout the duration of the Project. These SERVICES shall be governed by the following agreements ("**AGREEMENTS**") and their related terms and conditions, as executed between CUSTOMER and ITRON Inc.:

Master Sales Agreement (MSA).

No work will commence until the above Agreements have been duly executed.

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B. Document Controls

B.1. Document Record

Date	Author	Version	Change Reference
12/17/2019	JP Pulcini	1.0	Initial Draft
3/11/2019	JP Pulcini	1.1	Response to customer feedback; updated pricing added; cleanup of doc references; updated solution to RF-Lan design.
4/8/2020	Samantha Goggans	1.2	Final updates per CUSTOMER
4/28/2020	JP Pulcini	1.3	Final changes requested by Banning; added integration Appendix; updated all references
5/6/2020	JP Pulcini	1.4	Updated reference to pricing quote version which includes cellular backhaul services; accepted all other changes to date and removed comments.

B.2. Document Owner

This document contains information that is confidential and proprietary to ITRON, who is the document owner and is responsible for developing and maintaining this document. It is understood that this document is for the purposes of the Project as described. This document or portions thereof should not be re-produced, distributed or utilized in any manner outside of the Project's needs without prior written consent of ITRON except as may be permitted in the Master Sales Agreement.

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C. Glossary of AMI Terms

Unless otherwise defined in this SOW, capitalized terms used herein will have the meanings assigned to them in the MSA. The following defined terms are in addition to those defined in the MSA.

Term	Definition
AMI	Advanced Metering Infrastructure.
API	Application Programming Interface.
ASN	Advanced Shipment Notification. The data file provided by ITRON to CUSTOMER listing individual serial numbers, part numbers, test results and other manufacturing information. This file will be used by CUSTOMER asset management and Customer Information Systems and OW to populate Endpoint/Meter serial numbers and security keys before installation.
Acceptance Period	Three consecutive twenty-four-hour periods after Endpoint registration with OWCE.
'As Built' Network Design	Document that contains the final installation location of OW CGR upon completion of Endpoint deployment, optimization, and Acceptance.
Available Endpoint	An Endpoint: (i) that is not damaged or vandalized by a third party in such a way that prevents communication; (ii) for which CUSTOMER has provided ITRON with accurate and up-to-date account and installation information; (iii) that is powered; (iv) there is no RF interference caused by a third-party system; (v) for which FAN and/or WAN backhaul is properly functioning; (vi) and has registered in OWCE.
BSRD	Business Solution Requirements Document: Deliverable document that details the business and solution requirements of the Solution.
Change Management	Change Management is the process or procedures that guide change within an organization. In regard to ITRON Solution implementation this refers to guiding changes to the CUSTOMER infrastructure and business practices; as well as changes to the contract or SOW guiding Project work.
Change Control Process	See Appendix A.
CIS	CUSTOMER's Customer Information System
Daily Read Rate	A calculation of Available Endpoints in which a read has been received at 11:59pm everyday divided by the quantity of Endpoints installed and available on the day of the test.
DHCP	Dynamic Host Configuration Protocol. A protocol for assigning dynamic IP addresses to devices in the FAN.
Deployment Plan	This plan defines field activities conducted by CUSTOMER. Specifically, it is the schedule that defines the order in which network build-out, Endpoint deployment will be assigned and completed. It will include, but not be limited to, the following: Build Schedule based on the agreed upon Forecasting and Order Procedures Delivery Schedule used to define product delivery schedule to CUSTOMER Site survey process to validate pole location Pole make ready & WAN validation activities

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Term	Definition
	CGR installation schedule – used by CUSTOMER to install and manage the Mesh node installation process Endpoint installation schedule – used by CUSTOMER to install and manage the Endpoint installation process Network optimization schedule – used by CUSTOMER to field investigate and selectively place FAN equipment (Mesh Node, and associated field devices) to meet design coverage.
Endpoint Acceptance	An Endpoint will be deemed Accepted when OW collection engine receives a Register Read for three (3) consecutive days; validated by Itron using the Performance Manager (or alternative application of its choosing).
Endpoint	An ITRON OpenWay CENTRON meter provided by ITRON and described in the CENTRON Meter Technical Reference Guide.
FAN	Field Area Network. As a general statement, the FAN includes all equipment, connectors and firmware from the routers down to the Endpoints. Includes the collection of ITRON provided OpenWay Mesh Node and Endpoints that utilize Radio Frequency (RF) enabling the transmission of two-way data between Endpoint and the OW.
FA Testing	First Article Testing will consist of, the verification of individual Endpoints: - Product Documentation - Nameplates - Meter Configuration/Security verification
FDM Tools	Field Deployment Manager Tools: ITRON Application used in the field and meter shop to interface with the Endpoints. It is typically used to push firmware, configure an Endpoint extract log files, investigate performance, etc. when communication over the FAN is not available.
Functional Testing	Basic functional tests are performed to verify component operation. Testing that is completed by ITRON for Licensed Software that is installed and/or configured during the Project.
GIS	Geographic Information System.
Go-Live	Go-Live is the point in the Project when CUSTOMER moves from the previous reading/meter data management process to using the Solution to facilitate the delivery of billing determinants. This step is typically done over a weekend to minimize impact to billing processes.
HES	Headend System: Software and network utilized to read Endpoints and provide two-way communication functionality from back office applications to Endpoints.
Interval Read Rate	The total sum of the interval reads received each day for 30 days from Available Endpoints divided by the sum of total possible interval reads for each day for the same 30-day period.
Interface	Integration point between two components within the CUSTOMER solution that has an agreed format to exchange information or complete a transaction. This is commonly a web service or batch file and typically is implemented between an ITRON and non-ITRON component of the solution using Itron's standard API (MDI XML).
Integration Testing	Testing conducted to demonstrate that the required data flows are operating correctly between the systems in the Solution and maintain business integrity, in accordance with the respective requirements. Attention is paid to the mechanics of the interfaces, such as the data transport management.
ISM	ITRON Security Manager: ITRON Software that enables secured communications between Endpoint and the OW.
Itron SaaS Services	ITRON services offering that allows CUSTOMER to reduce IT infrastructure commitments by hosting the Solution applications within the ITRON SaaS infrastructure.

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Term	Definition
ITRON Global Support Services	ITRON Global Support Services department provides the CUSTOMER with post Project issue escalation/resolution.
KPI	Key Performance Indicator. A measurable value(s) that are used to report on Solution performance.
MDI	Master Data Import: an XML file that contains endpoint, meter, premise, service point, and other pertinent configuration data related to reading data using Web Services. Defined in ITRONs API guides.
MDMS or MDM	Meter Data Management System: ITRON software that is used to collect data from the OW and to deliver billing determinants to CUSTOMER's CIS system as defined herein.
Network Design	An ITRON deliverable document that contains the installation locations of OpenWay Connected Grid Routers (CGR) and range extenders, anticipated coverage of each device, and assumptions for coverage percentages.
Network Device	Network Device is a generic term for the following components of the solution: OW CGR or RE.
OMS	Outage Management System.
OWCE	ITRON OpenWay Collection Engine Software.
PMO	Program Management Office which is staffed and managed by CUSTOMER.
PMR	Pole Mounted Router used in FAN The OpenWay Riva Pole Mount Router provides dual mesh network communications for both RFLAN and OpenWay Riva, enabling a seamless and cost-effective path to add advanced functionality like support for distributed intelligence applications to the network.
Production	Production state occurs after the Solution has been accepted, Project deliverables have been accepted, and Solution has been transitioned to Itron Global Support Services.
Project	The development and implementation of the Solution, which includes the design, installation, configuration, training, testing, deployment, optimization, and provisioning of the Solution for CUSTOMER.
Project Plan	Formal Project schedule used to guide and control the execution of a Project.
Project Team	CUSTOMER, CUSTOMER partners, ITRON team and ITRON partners who support the Project.
RE	Range Extender, part of the Field Area Network used to expand coverage.
Register Data	A recorded value of total energy measurement at a point in time and collected from the Endpoint.
RMA	Return Material Authorization. Process and documentation that authorizes the return of Solution products. Refer to ITRON RMA URL (https://access.itron.com/support/Pages/default.aspx) for detailed process.
SaaS	Software as a Service: Itron owned software where the CUSTOMER purchases a subscription for access and use of the Itron owned and hosted applications. CUSTOMER is responsible for the day-to-day operation of the subscribed software to support the business operation.
SFTP	Secure File Transfer Protocol enables client to send and receive files to/from ITRON SaaS Services. Typically used to facilitate MDI and reading data transfer.
SME	Subject Matter Expert. A resource that has a high degree of functional or technical knowledge about an area or product.

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Term	Definition
SLA	Service Level Agreements: Technical specifications for performance of the Solution that are a key element of acceptance criteria, including but not limited to meter read rates, transaction speeds, and functional verification of transactions such as remote connect.
Solution	The design, implementation, configuration, operation and maintenance of the AMI solution comprised of Services, Equipment and Licensed Software sold or licensed pursuant to the MSA and applicable Solution Agreement Documents and deployed per this Statement of Work.
Solution Acceptance	Acceptance criteria as defined in SOW. Includes the formal signoff of the Project indicating the completion of the defined commitments.
Support	Support shall include, but not be limited to providing personnel/resources, knowledge, reviewing materials, resolving issues, moving the Project forward, and assisting in general matters to complete the Project under this SOW. Support as defined herein is in addition to any support that shall be provided as a Service under the MSA.
TAD	Technical Architecture Design: Deliverable document provided by ITRON and used during the Design Phase to outline the environment and system architecture of the Solution for the various phases of the Project.
Test Cases	Document that describes the functional test scenarios for the Project, test objectives for each phase, test entry criteria, test phase exit criteria, and test cases. ITRON resources will provide input into any Test Plan that the CUSTOMER develops.
Three Day Billing Read Rate	A calculation of Available Endpoints in which a read has been received at 11:59pm on the second day (of a 3-day test) of the test divided by the quantity of Endpoints installed and available on the second day of the test.
UAT	User Acceptance Testing: Following Integration Testing, this testing combines both functional and integration testing to verify that the developed Solution works for end users. The objective is to ensure that the Solution designed is structurally sound and will function correctly in accordance with the operating specifications and in the environment in which it was installed.
UI	User Interface. The means by which the user will interact with the Solution components. Each component will have a unique UI that the users will interact with.
VPN	Virtual Private Network. A point to point connection between disparate networks that ensures the appropriate level of security to the connected systems when the underlying network infrastructure alone cannot provide it.
WAN	Wide Area Network. Communication solution provided by CUSTOMER between CGRs and the OW.
WSDL	Web Services Description Language - an XML-based interface definition that is used for describing a web service. Describes the service, expected input parameters and returned data.
XML	Extensible Markup Language: a metalanguage which allows users to define their own customized markup languages. Common format for ITRON files.
XSD	XML Schema Definition: A document that describes the structure of an XML document.

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D. Project Overview

D.1. Project Summary

The CUSTOMER and ITRON will implement the OpenWay Solution in support of approximately 13, 618 Endpoints. The Solution has extensive AMI capabilities with the Project focused on implementing the standard meter data requirements as described in this document. The Project schedule will be mutually agreed upon and scheduled as a part of the kickoff activities for Project; and will follow the ITRON Advantage Methodology with the detailed Project schedule being outlined in the Project Plan published after the Project kickoff.

Under this Project ITRON shall deliver and provide the following:

1. Software as a Service (SaaS) Solution applications:
    a. OpenWay Collection Engine (OWCE) v7.0
        i. RF-LAN Network Design
        ii. Itron Security Module (ISM) v4.0
    b. Network Devices
        i. Pole Mounted Routers (PMRs)
        ii. Range Extenders (REs)
    c. OpenWay CENTRON RF-LAN electric meters to replace CENTRON Bridge 2.1 electric meters
2. Services:
    a. Project Management
    b. Software as a Service ("SaaS") for Software applications
    c. Support to configure applications in one Itron-Hosted (Production) Environment
    d. Support to assist with migration of CENTRON Bridge 2.0 and re-programming to RF-LAN – this will be scheduled for the routes to collect final reads and push the meters into RFLAN mode (see Network Acceptance Process).
    e. Transfer copy of existing Itron Security Module (ISM) to Itron-Hosted (Production) Environment
    f. Basic Functional Testing of Solution applications and Software in hosted environment
    g. Training of CUSTOMER staff as outlined in Training section

Under this Project, CUSTOMER shall install Endpoints and Network Devices upon ITRON Equipment delivery:

3. Network Devices
    a. PMRs (17 devices)
    b. REs (3 devices)
4. Endpoint
    a. OpenWay CENTRON RF-LAN electric meters (~up to 14,000)

Anything outside of this scope of Services will be supported through the Project Change Control Process.

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D.2. Project Objective

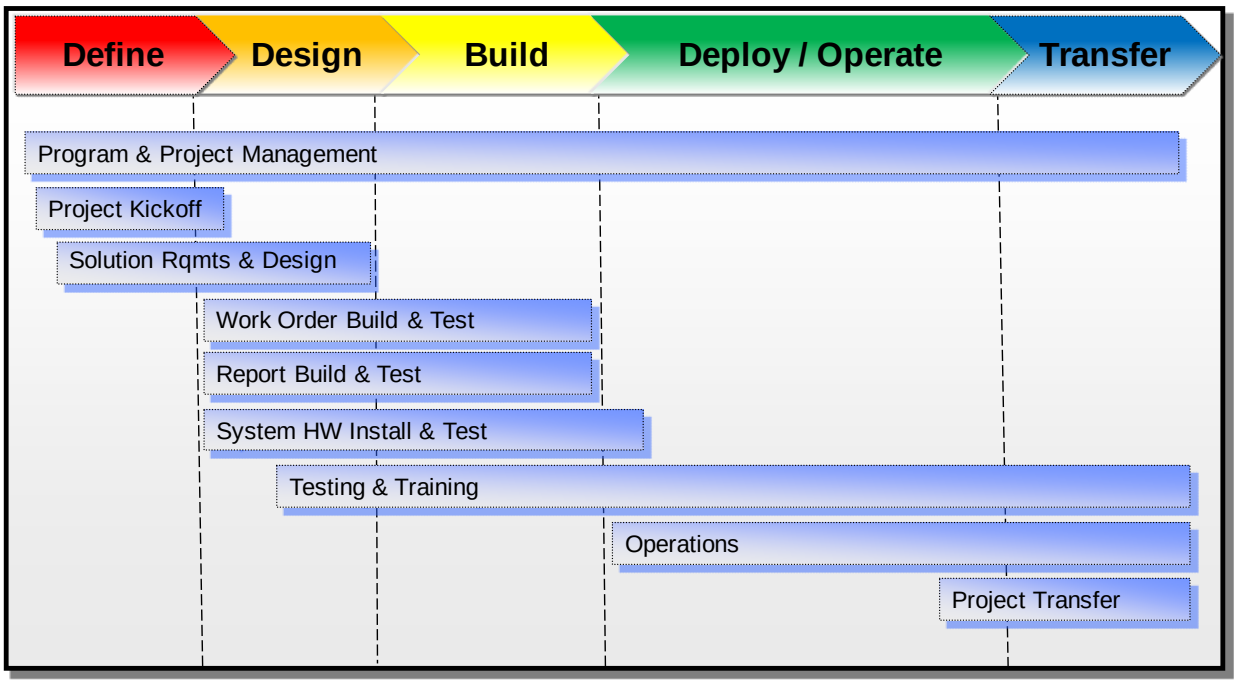
The following are the key objectives of the Project:

- Setup and configure SaaS Software applications for one (1) production environment in Itron hosted environment to meet the requirements defined in this document.
- Implement a Field Area Network (FAN) to meet performance expectations outlined in the Network Device Acceptance Section of this document using CUSTOMER provided location data.
- CUSTOMER to deploy FAN Equipment as defined in the Network Design.
- CUSTOMER to deploy OpenWay Endpoints per locations provided by CUSTOMER per the approved Network Design.
- Provide once daily extract of Endpoint register data for Available Endpoints.
- Provide energy quantity interval data, voltage data, and outage information to CUSTOMER supplied meter data management (MDM) and analytics platform, specifically SATEC's ExpertPower using Itron's standard API – Master Data Import (MDI) standard in XML format via Web Services calls and available methods.
- Provide training as outlined in Training Section.
- Perform System Testing in accordance with the Testing Section.
- Transition CUSTOMER to ITRON Global Support Services

D.3. Project Delivery

ITRON has broad experience successfully delivering and integrating our solutions with CUSTOMER systems. ITRON uses proven Project management methodology to ensure that the Project is fully defined, understood by all involved, and that all tasks are identified, assigned, and tracked. Itron Advantage methodology supports risk identification and mitigation, communications, reporting, change management, and issue resolution.

D.3.1. ITRON Advantage Delivery Methodology– OpenWay



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ITRON's Advantage Delivery Methodology consists of five steps or Project phases: Define, Design, Build, Deploy/Operate and Transfer.

The Define phase includes gathering resources and information needed to initiate and manage the Project, understand the CUSTOMER's specific needs and to communicate the objectives and plan to successfully deliver the ITRON solution. It also includes a requirement gathering workshop to ensure Project requirements will be met through system design and/or business process solutions. ITRON will identify, define and document the testing requirements, with CUSTOMER input, for both Endpoint Acceptance and Solution Acceptance. ITRON uses a common workflow approach utilizing experience from multiple existing systems into a standard workflow to manage the effort during the design phase.

During the Design phase, the Project team works with the CUSTOMER Project team to perform detailed planning for each of the Project deliverables such as the BSRD and Acceptance processes. At the end of the Design phase, ITRON will provide to CUSTOMER a BSRD document and a TAD document detailing the system architecture developed in the Define and Design methodology steps. Additionally, CUSTOMER will provide ITRON the Acceptance test schedule and process flows to ensure a successful deployment and that business objectives are met.

During the Build phase the Project team will use the design documents to configure and perform basic functional tests to validate components of the Solution. CUSTOMER administrative staff will be trained, facilities will be set up, and system users will be trained. CUSTOMER will develop and execute test plan/test cases and the Project team will seek Software Acceptance of the Solution.

During the Deploy/Operate phase, CUSTOMER will validate the Solution, which will include end-to-end system integration of basic monthly meter reading functionality. After acceptance, the Solution will be formally transitioned to ITRON Global Support Services, with ITRON Global Support Services being the point of contact for OW support questions by CUSTOMER.

During the Transfer phase, ITRON will work with the CUSTOMER Project team to transition the Solution to the ITRON Global Support Services including the Managed Services team made available to help CUSTOMER and which are contracted for under the MSA and SaaS agreements. Additionally, ITRON will support Project activities including, but not limited to, vacating the facilities, final billing, Project lessons learned and contract close-out.

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E. Project Resources, Roles and Responsibilities

E.1.1. Project Resources

In support of the Project, ITRON will provide qualified and professional resources. ITRON shall provide a Project Manager for the term of the Project in support of Project implementation activities defined in this document. ITRON shall provide a Business Consultant to facilitate the define/design workshops and ensure the requisite deliverables (i.e. BSRD) accurately define the Solution.

ITRON will also provide a Technical Consultant to support the integration efforts between CUSTOMER's CIS using standard ITRON Interfaces (previously mentioned MDI XML file interface for synching data between systems).

Any changes in scope or the Project Team will be managed via the Change Control Process of this document.

E.1.2. ITRON Project Roles and Responsibilities

The following table provides an overview of the ITRON Project roles and responsibilities.

ITRON Role	Responsibilities
Project Sponsor	Executive sponsorship Attends CUSTOMER executive stakeholder reviews as needed Point of escalation for issue/risk resolution Overall Project accountability Responsible for Project strategy, planning, staffing and financials Supports ITRON staff with internal activity requirements
Project Manager (PM)	Responsible for overall ITRON Project delivery management as it relates to the ITRON Solution deliverables and responsibilities described in the SOW including: Responsible for overall communications Schedules ITRON Project resources Secures ITRON resources Manages scope and Project planning Manages Project financials Manages the ITRON Project Plan Manages Project reporting Manages issues and risks Manages the Change Control Process Manages the contract delivery Manages ITRON internal management tasks and reporting Responsible for ITRON policy management for Project resources
Technical Consultant (TC)	Provides technical services, support and assistance: Product implementation lead including setup and configuration of the SaaS environment Solution delivery interface with SaaS-related issues. Provides Project technical input Data workflow design review Systems integration technical support for ITRON standard API sets Configures and supports Functional Testing of Software in SaaS environment Detailed responsibilities including:

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ITRON Role	Responsibilities
	Supports coordination of the SaaS environments during Project. TAD creation and sign-off Requirements gathering participant Technical issue evaluation/resolution Technical Training activities Provides "Go-Live" technical support.
Business Consultant (BC)	Provides requirements gathering facilitation and support: Solution capabilities overview Conducts all business requirement solution workshops and collection of key information, requirements, gaps, and data required to produce the BSRD doc. Provides ITRON training support and product material. Support for ITRON-related software Functional Testing activities (Functional Testing and test cases). Detailed responsibilities including: BSRD creation and signoff ITRON Training delivery facilitation, design and scheduling
Field Engineer	Responsible for design of the FAN including site surveys. The field engineer is also responsible to support troubleshooting of performance issues impacting the ability to meet network performance and acceptance commitments.
Managed Services Technical Consultant	Managed Services team supports the Itron hosted environment. Managed Services Technical Consultants are consulted to provide initial environment setup and installation of base applications. Also, in some cases, network engineers are involved to set up any network connections between CUSTOMER data center and ITRON hosted data center.

E.1.3. CUSTOMER Project Roles and Responsibilities

The following table provides an overview of the CUSTOMER Project roles and responsibilities.

CUSTOMER Role	General Responsibilities
Project Manager	Works collaboratively with ITRON Project Manager: Manages overall AMI Project and CUSTOMER Project staff Tracks Project progress Manages communications and reporting to ITRON and all 3rd party vendors Integrates with CUSTOMER's PMO function on behalf of the AMI Project Team Manages Project issues Manages Project Plan Reviews key documentation Manages CUSTOMER Project resources and resource scheduling, including 3rd party vendors
Business Lead	Has in-depth knowledge of the 'meter to cash' business process Works collaboratively with ITRON Business Consultant Gathers business requirements Leads design and testing Manages issue tracking for testing Coordinates development of test cases Reviews the BSRD and/or other document requirements Supports organizational change management within CUSTOMER Provides Tier 1* support for system issues encountered during testing to Production Provides Tier 2* support for system issues encountered during post-Production Note: * Tiers defined in Testing section of this SOW.

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CUSTOMER Role	General Responsibilities
Technical Resource	Acts as the CUSTOMER technical lead on the Project Has access to other CUSTOMER technical or support resources and systems as may be necessary to support the Project work or to troubleshoot systems Oversees CUSTOMER IT standards and IT server requirements (procurement and support) Leads other system integration or upgrade requirements Supports development of test cases Supports Production implementation, upgrade, and cutover Provides "Go-Live" technical support Leads final Solution performance validation Supports SaaS Change Management Process Provides Tier 1* support for system issues encountered during testing to Production Provides Tier 2* support for system issues encountered during post-Production Works collaboratively with ITRON Technical Consultant to setup and coordinate: Telecommunications infrastructure VPN tunnel responsibility Evaluate design requirements and supporting documentation Note: * Tiers defined in Testing section of this SOW.
Integration TC	Will be required to manage integration requirements with back-office systems including SATEC ExpertPower product.
Field Deployment Lead	Manages field device and meter-related activities including FAT approval, configurations, field deployment, and field mitigation efforts. Manages deployment and hardware device related staff. Manages field staff responsible for site surveys, site make ready, installation and mitigation activities.
Other Supporting Team Members	Database Administrator – Builds, maintains, and tunes CUSTOMER managed database(s). Network Administrator – Provides system access. Understands and provides expertise on the interfaces between the various data systems on the network Testers – Perform CUSTOMER specific testing requirements (i.e. Solution Performance testing, etc.) as agreed in SOW Meter Techs/Field Techs – Assist with Endpoint configurations, site surveys, Endpoint and FAN make ready and installations, field investigations for hard to read Endpoints and FAN optimization. Logistics – Coordinates order entry, forecasting, RMA, etc. System Operators – CUSTOMER to provide operators to be trained on the Solution operations and manage operations for OpenWay solution. Responsible for other systems including billing operational requirements, etc. CUSTOMER will provide an operator lead to manage the CUSTOMER operations requirements and provide Tier 1 support to operators. Billing / Work Order Specialists – manage daily the engagement with customers for follow-up, exception orders, and data quality. Communications Specialist – develops and approves all communications with customers, including internal and external Project communication updates, press releases, educational meetings, etc.

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F. Project Assumptions

F.1. General Project Assumptions

Below are assumptions utilized to create this SOW and Project Plan documents.

1.	ITRON and CUSTOMER will provide suitably trained and skilled resources to support the Project effort and timeline agreed upon by both parties. CUSTOMER's Technical and Business resources shall be fully familiar with their present IT Operations as it relates to the Project components.
2.	The ITRON PM assigned to this Project is responsible for management of all ITRON resources, ITRON Deliverables and the Project Plan.
3.	CUSTOMER and ITRON will name all resources for the roles identified upon Project start. Any system additions or parties not identified at Project startup, including 3rd party contractors/consultants may impact this SOW and associated pricing, requiring agreement through the Change Control Process.
4.	Each Party will identify and be responsible for any 3rd party contractors/consultants contracted by said Party for the Project.
5.	Work to be performed by Itron will be performed remotely except for Solution workshops, Training activities, or as determined and scheduled by the ITRON PM. Additional onsite visits will be mutually agreed by both Parties.
6.	All ITRON Project resources will use ITRON methodologies, tools, and templates.
7.	CUSTOMER is responsible for developing standard operating procedures (SOP's) and any internal business process modifications due to the implementation of the AMI solution.
8.	ITRON will provide CUSTOMER with an electronic copy of a standard set of Solution documentation including user guides, training materials, and where applicable, designs.
9.	Issue tracking/resolution will be done using the ITRON tools.
10.	In the event a delay is identified in the baselined Project schedule that impacts Project milestones or deliverables by the CUSTOMER or ITRON, the CUSTOMER and ITRON PMs will mutually assess the Project impact and devise a mutually agreeable plan to mitigate the impact to the Project schedule.
11.	CUSTOMER is responsible for any charges incurred for legacy, 3rd party, and/or upstream system modifications (i.e., CIS modifications or changes related to 3rd party integrations).
12.	If, for reasons outside of ITRON's control, the Project extends beyond the mutually-defined schedule of eight months duration, defined at Project kickoff, a maintenance fee to provide Project support will be charged to the CUSTOMER of $1520 per week; technical and business consulting hours will be invoiced as incurred at $225 per hour; additional travel will be billed at actual. These hours will be used to maintain the Project and billed in conjunction with the defined Services fees to complete the Project. Should the Project extend beyond the mutually defined eight (8) month schedule at no fault of the CUSTOMER, CUSTOMER will not be charged additional fees.
13.	Upon meeting Network Device/ Endpoint Acceptance criteria, the CUSTOMER owns and operates the Accepted Endpoints.
14.	Should the Project be terminated early by CUSTOMER, CUSTOMER will be responsible for reasonable ramp-down costs incurred by Itron resulting from such termination, not to exceed 25% of the Professional Services and ITRON Cloud Services as identified in BMR #19011-20 Ver1 May. Examples of ramp-down costs include: · Payment for completed work prior to agreed Project stopping point. · Unused materials purchased in advance to support installations will be provided. · Building and vehicle leasing costs and penalties for breaking lease agreements. · Lodging and travel fees incurred up to Project closure.
15.	CUSTOMER is responsible for 'Day to Day' operation of the system and applications upon Solution post setup and completion of training. Day to day operations include the following: · Perform OW monitoring and troubleshooting · Perform interrogation monitoring, scheduling, and troubleshooting · Perform endpoint exception monitoring and troubleshooting

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16.	ITRON resources will support CUSTOMER in converting the currently installed Bridge meters from mobile reading mode to network mode through training of CUSTOMER resources on the process and troubleshooting methods.
17.	ITRON will provide ~2,038 RF-LAN replacement meters for CUSTOMER to replace non-confirming HW 2.1 Bridge meters. CUSTOMER is also responsible for disposal of non-conforming meters.

F.2. General Technical and Design Assumptions

CUSTOMER will implement a RF-LAN FAN Design comprised of seventeen (17) Pole Mounted Routers (PMRs) and three (3) Range Extenders (REs). These Network Devices will be installed in CUSTOMER's territory by CUSTOMER. Listed below are assumptions utilized to develop the deliverables, integration, deployment, and other technical requirements.

1.	All Endpoints are located outdoors or if located indoors, CUSTOMER has provided specific geo-location data and information to support completion of ITRON's propagation study and accurate network design. Coordinates greater than 100 feet from accuracy may require additional network design.
2.	FAN must be installed in accordance with the installation manual, and at locations and elevations adequate to cover the territory; ITRON will determine height requirements and locations.
3.	If RF interference is detected, a change in location, device type or additional equipment may be required.
4.	CUSTOMER is responsible for all permitting, Joint Use Agreements (JUA), and any agreements to use other non-CUSTOMER owned facilities required to install the FAN equipment required for the network design.
5.	CUSTOMER is responsible for data quality, format, and accuracy of all CUSTOMER data which is provided to OpenWay Collection Engine (OWCE). All data coming into the Solution must be of high quality and, if needed, all correction to that data will be the responsibility of the CUSTOMER.
6.	CUSTOMER will complete requests for changes to configuration (opening firewall ports, Windows OS, etc.) within timeline outlined in the Project Plan.
7.	No software customization shall occur unless otherwise stated in this SOW or specified in a change order. (Examples of customization requiring a change order could include requested UI changes, custom reports and extracts, additional interfaces.)
8.	Solution Acceptance will be performed with OWCE per Network Acceptance criteria.
9.	CUSTOMER is responsible for all interfaces and/or programming required for their CIS billing system(s) integration to the OWCE. ITRON will provide all standard APIs and XSDs, with examples, and reference documentation to support integration to OW using ITRON's format. ITRON resources will provide testing support and training to facilitate data integration with OW.
10.	All ITRON System data inputs, such as meter/account specific configuration files, will be formatted (per ITRON specification) and provided in an electronic format by CUSTOMER.
11.	CUSTOMER will furnish all facilities and related support that are required by ITRON personnel engaged to perform the Services while on site. Access to the building(s) where the work will be performed, network access, a location to perform work (desk), projectors, desk chairs, and access to a local printer.
12.	OWCE will be configured in accordance with the Software as a Service standard component setup. This standard is preconfigured to allow customers to define their meter configurations, validation rules, and data export schedules.
13.	Data will be made available via a secure file transfer with a Virtual Private Network (VPN) channel from the ITRON hosted environment to CUSTOMER's data center. Alternatively, the Solutions web services, WSDLs and APIs, can be made available to CUSTOMER's CIS via ITRON's standard API (MDI XML format) using Web Services and using a Secure File Transfer Protocol (SFTP) folder location in ITRON's datacenter.
14.	Provide VPN tunnel and required network connections/changes required between ITRON data center and CUSTOMER data center for integration between OpenWay Collection Engine and CUSTOMER analytics/MDM platform.

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G. Workshops

This section lists all workshops that will be delivered for the Project in one (1) week onsite session. The four (4) workshop sessions will create the base line draft documents for the following, but not limited to, general deliverables: business solution requirements design document (BSRD), Project plan, and technical architecture design (TAD) document.

ITRON shall facilitate and document the output of each Solution Workshop; CUSTOMER team will participate through conclusion of each workshop session.

#	Workshop	Description	Goal	Output
1.	Solution Capabilities overview	To discuss the solution to ensure everyone understands what the output will look like when the workshops are complete	Overview of the Solution capabilities and review of key ITRON document deliverables that will be created during the Define and Design step of the Project. Used to promote structure and understanding across the Project Team.	BSRD
2.	Business Solution Requirements	To gather and document Solution requirements required to meeting CUSTOMER business objectives for the AMI OpenWay Solution.	Using a foundation of known product capabilities; ITRON and CUSTOMER will review CUSTOMER business requirements, investigate implementation options, review known constraints and any dependencies with other systems.	BSRD
3.	Technical Architecture & Design	To discuss the overall Solution architecture designs for the to-be environment. To review connectivity requirements to the Itron hosted datacenter.	Using a foundation of known product capabilities; ITRON and CUSTOMER review, document and formalize the technical architecture and security of the Itron-hosted Solution given key assumptions/requirements.	TAD
4.	Field Tools and Procedures	To discuss the processes, equipment and tools necessary to deploy and mitigate Endpoint and FAN assets.	To enable CUSTOMER to successfully manage the deployment, troubleshooting and mitigation field assets including FAN equipment, and Endpoints.	Deployment and Field Tools Knowledge and Documentation

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H. Training

ITRON will provide standard training material and courses as outlined below to the CUSTOMER. In the event customized user training and material is requested, or addition training time is requested by the CUSTOMER, this shall be supported through the Contract Change Order Process.

CUSTOMER will provide: a facility suitable to comfortably accommodate the maximum class size identified, a projections system that allows for presentation of class training materials, Wi-Fi access to accommodate requirements for a network connection in the delivery of training, student-issued PCs pre-loaded with requisite applications and/or enabled with remote access to required Environments, and any required test Equipment to execute hands-on segments of presented training.

All training listed below will be performed on-site and utilize a "Train the Trainer" approach. The maximum class size is ten (10); minimum is five (5) to ensure maximum participation.

Type	Description
End user / Operational Training (40 hrs.)	End user / Operator has the operational knowledge to maintain operate and troubleshoot the solution and provide Tier 1 support. One session of OWCE in scope; course consisting of up to forty (40) hours of onsite training session which can include Train the Trainer audience. Detailed syllabus will be provided. Train the trainer audience: Example, System Administrator that understand the configurations and use cases of the ITRON Solution.
FAN Training (10 hrs.)	RF Network personnel are introduced to operational, installation, and troubleshooting of PMR. One session of training mixed field and in class sessions; training consists of up to ten (10) hours of overall training.

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I. Testing

The table below lists the various Software tests, acceptance tests and responsible owner to be performed on the Solution.

Test Cycle	Description	Owner
First Article Test	FAT will consist of the verification of individual Endpoints: - Product documentation - Nameplates - Programming verification	CUSTOMER/ITRON supporting
Functional Testing	Basic functional tests are performed to verify component operation.	ITRON
Integration Testing	Integration testing conducted to demonstrate that the required data flows are operating correctly between the systems in the Solution and maintain business integrity, in accordance with the respective requirements. Attention is paid to the physical mechanics of the interfaces, such as the data transport management.	CUSTOMER - Primary ITRON technical support - Secondary
User Acceptance Testing	As defined in the Test Plan and following Integration Testing, this testing combines both functional and integration testing to verify that the developed Solution works holistically.	CUSTOMER - Primary ITRON technical support - Secondary
Endpoint Acceptance	Reference the Endpoint Acceptance Criteria Section.	CUSTOMER - Primary ITRON technical support - Secondary
Software Acceptance	Software Acceptance will occur once during the Build phase is complete and there are no Severity 1 or Severity 2 outstanding defects.	CUSTOMER

I.1.1. Comments and Clarifications

1.	ITRON to perform basic Functional Testing of Applications and Software in Itron hosted Production environment.
2.	CUSTOMER will provide a Test Lead, Tier 1 and 2 Support for internal testing and ITRON will provide supplemental technical support for defect management during testing activities.
3.	Assignment of the severity levels to each testing issue or defect are identified below. Any discrepancy will be resolved by CUSTOMER & ITRON PMs.
4.	All test deliverables will be done in accordance with pre-defined Test cases and test scripts.
5.	CUSTOMER is responsible for leading and performing all testing, except Functional Testing for ITRON applications. ITRON will provide the standardized test cases for CUSTOMER review. ITRON will share current knowledge and best practices information with CUSTOMER in execution of testing activities.

I.1.2. Severity Parameters

The following table defines the defect severity levels and mitigation steps for Solution component testing defects identified during the Project testing activities. ITRON and CUSTOMER will review all issues found through the associated testing process and agree on severity level assignment and applicable course of action as detailed below. This applies to Licensed Software and Firmware, and to Go-Live and Solution Acceptance.

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Defect Severity Level Table

Level	Definition	Actions
1	Blocking	Blocks development, business process and/or testing work - Prevents completion of critical business function and no workaround exists. *Mitigation:* System cannot Go-Live or CUSTOMER cannot accept the solution with any Severity Level 1 defects present without a plan in place to address via a planned software release or fix.
2	Critical	Crashes, loss of data, and workaround is present, but difficult to pursue or is not sustainable long-term. *Mitigation:* System cannot Go-Live or CUSTOMER cannot accept the solution with any Severity Level 2 defects present without an acceptable workaround in place to address via a planned software release or fix.
3	Minor	Minor loss of functionality, with a mutually agreeable workaround present; managed through product lifecycle (normal scheduled release of application). *Mitigation:* System can Go-Live with acceptable workaround and long-term plan in place to address issue via product release schedule.
4	Non-Critical	Minor loss of non-critical system functions, usability issues, or other problems where acceptable workaround is present and does not impede critical operations. *Mitigation*: Generally, these are cosmetic issues that may or may not have an easy workaround or short-term solution available but does not prevent system from Go-Live. System can be accepted with Non-Critical issues present.

I.2. ITRON Deliverables and Responsibilities

The following table lists the ITRON deliverables including the Key Document Deliverables listed. Documents will be delivered via email and stored on the ITRON Project SharePoint site.

#	Deliverable
1.	Standard Project Plan due within three (3) weeks following Project kickoff.
2.	Project kickoff meeting including Solution overview, review of Project scope, and proposed timeline.
3.	Project tracking and managing the Project Plan and deliverables through weekly Project status calls.
4.	Provide one (1) production installation of the applications identified in Section D.1 in an ITRON hosted environment (ITRON data center).
5.	Setup and configure Software to meet the design requirements approved in the BSRD and TAD.
6.	Facilitate Solution requirements and design workshops (One (1) week planned).
7.	Document and provide CUSTOMER with the BSRD and TAD key document deliverables.
8.	Provide sample functional test cases as reference.
9.	Make available an SFTP site to the CUSTOMER to share data files to support required integration.
10.	Complete Itron basic Functional Testing of the applications identified in Project Summary (Section D.1).
11.	Provide up to forty (40) hours of ITRON OpenWay Collection Engine (OWCE) Onsite training (1 training session of 10 participants which can include Train the Trainer material). Additional training sessions available through the Change Control Process.
12.	ITRON to configure environment to accept XML compliant Web Service requests such as remote disconnect/reconnect functionality from SATEC's system. Note: For a complete reference of requests and services available, please see Itron's *OWCE Web Services Reference Guide v7.0 SP2.*

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13.	Complete transition documentation review and introduce CUSTOMER to ITRON Global Support Services in scheduled transition meeting after Go Live/System Cutover is complete.

I.3. CUSTOMER Deliverables and Responsibilities

To meet the objectives defined in Section D.1, CUSTOMER deliverables are shown in the table below and identifies where in the ITRON Advantage Methodology this deliverable is anticipated to be performed.

#	Deliverable
1.	Assign Project staff and participate in Project kick-off meeting.
2.	Participate in scheduled planning and update meetings.
3.	Develop and test Interface files. Format will utilize standard ITRON MDI XML format using Web Services methods. Daily updates to the interface are required to synchronize CIS system to ITRON OWCE. As needed, configuration Interface files will be posted to the ITRON SFTP site.
4.	Complete integration to CIS of daily reading files created by ITRON and access via MDI XML format and Web Service requests to OWCE.
5.	Complete Solution Testing in accordance to the published Project Plan and as defined in the Acceptance Criteria section.
6.	Assign resources and ensure active participation in Training as outlined in the Training section.
7.	Assist Itron with site survey support for FAN component installation locations and provide data to Itron for completion of propagation studies.
8.	Install all FAN components in accordance with installation instructions.
9.	Customer communications materials including initial customer notification and door hangers.
10.	Complete all make ready work and validate backhaul availability for each network location to prepare for the installation of the network devices.
11.	Troubleshooting and mitigation of non-communicating or poorly communicating Network Devices and Endpoints as required.
12.	Maintain Solution including Network Devices, Endpoints, and Interfaces.
13.	In the event of a drop in acceptable Solution performance in the 3-day monitoring cycle, provide summation of ITRON daily read report identifying issues.

I.4. Equipment

For the Project, the CUSTOMER will purchase Network Devices and Endpoints quantities as specified in the Pricing Summary. The CUSTOMER will purchase additional quantities of Equipment as required. CUSTOMER will work with ITRON to order equipment as specified.

ITRON recommends the CUSTOMER maintain spare inventory for the Solution. The quantities specified in the Pricing Summary are expected field deployment quantities. ITRON recommends 1% sparing level for Endpoints, and 5% for PMRs.

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J. Project Deliverables and Responsibilities

To meet the objectives defined in Section D.2, ITRON deliverables are shown below with the schedule of each deliverable being included in the Project Plan following contract execution.

J.1. Comments and Clarifications

1.	These Key Document Deliverables require sign-off from CUSTOMER within fifteen (15) business days of receipt. ITRON will confirm receipt of each document deliverable to CUSTOMER via email, indicating the date of delivery to someone designated by CUSTOMER to receive deliverable documents. Failure to authorize in this timeframe will be considered deliverable acceptance. CUSTOMER may provide reason for deliverable rejection via email to ITRON Project Manager outlining reason(s) for rejection.
2.	Modifications or updates to the key document deliverables previously accepted by CUSTOMER and ITRON will be handled through the Change Control Process.

J.2. Summary of Key Document Deliverables

#	Key Doc Deliverable	Description
1.	BSRD	This document outlines the OpenWay Solution requirements that will be met by the ITRON Solution design. It also highlights requirements gaps, should any be identified in the associated workshops/design reviews. It also includes OpenWay major functional areas to address the approach the Project Team will use to integrate the Solution functionality into the CUSTOMER's business practices.
2.	TAD	This IT facing document may include the following: Environment(s) and the specifications for each; security; long-term backup; and recovery requirements of the Solution.
3.	Project Completion Form	This document lists all the completion criteria and is used as a checklist to validate the Project is officially completed.

J.2.1. Tier Support Levels During Testing

During testing, issues may be encountered that require support from resources that are Subject Matter Experts (SMEs) in the Solution. To address issues encountered during testing and post-ITRON Functional Testing completion, CUSTOMER will designate internal staff to provide Tier 1 and Tier 2 support as described below.

Tier Levels	Defined	Examples	Responsibility
1	A CUSTOMER resource that is knowledgeable on the Solution. Such resources are considered process owners and are first level support for problems/issues encountered. Tier 1 is required to provide basic troubleshooting. For each issue encountered, they should collect the following information in their problem/resolution process: – What happened? – When did it happen? – Who encountered the issue? – What attempts were made to resolve? – Suggested next steps.	End user is not able to run a report during test period. Tier 1 Support would provide support to this user.	CUSTOMER

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Tier Levels	Defined	Examples	Responsibility
2	– If Tier 1 is unable to resolve, Tier 1 escalates to Tier 2. Tier 2 are also knowledgeable in the Solution but have deeper product knowledge. – If Tier 2 is unable to resolve, they will engage appropriate ITRON resource(s); for Project testing, this would be an ITRON Project resource, for production this would be ITRON Global Support Services. See Training section for scope of testing responsibility.	All issues that cannot be answered at Tier 1 during production and require a deeper knowledge to investigate and resolve Tier 1 would escalate to Tier 2. Tier 2 would escalate to ITRON Global Support Services.	CUSTOMER/ITRON Technical Support

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K. Acceptance of ITRON Deliverables

K.1. ITRON Deliverables

Acceptance of the ITRON Deliverables are as outlined as follows, and following the assumptions contained in Section F.1:

1. Business Solutions Requirements Design (BSRD) – expected delivery after conclusion of requirement workshops; upon submission by ITRON and review with CUSTOMER to close the DEFINE phase
2. Technical Architecture Document (TAD) – expected delivery after conclusion of requirement workshops and after Build phase; upon submission by ITRON and review with CUSTOMER to close DESIGN phase
3. Software Applications – upon completion of Go Live of Back Office System in Production environment.
4. Training – upon completion of Training as defined in the Training Course Description (see Training).
5. Project Acceptance Form - upon completion of all other Itron project deliverables.

K.2. General Installation and Mitigation Guidelines

The Solution was designed to meet the requirements as defined herein with expectations as outlined in General Technical and Design Assumptions.

Implementing and maintaining the Solution to meet expectations will be driven by the CUSTOMER using the following guidelines:

1. Validate that PMRs can communicate to the HES.
2. Complete, as planned, installation of FAN in accordance to ITRON installation manuals.
3. CUSTOMER to mitigate non-communicating FAN Devices with support from ITRON and Endpoints in accordance to the support / training provided by ITRON as outlined in ITRON Deliverables.
4. Maintain FAN Devices and Endpoints in a timely manner.
5. Using the procedures outlined in training, the CUSTOMER is responsible for troubleshooting and mitigation of non-communicating or poorly communicating FAN and Endpoints. FAN and Endpoint ownership and maintenance will be transitioned to the CUSTOMER upon Endpoint Acceptance.
6. ITRON is available to support CUSTOMER with Solution performance issues or to develop Standard Operating Procedures (SOPs) for Operations and Maintenance as required through the Change Control Process.

K.3. Network Device Acceptance Criteria

Network Device Acceptance will be concluded after all the following criteria are met:

1. A Network Device (PMR) will be deemed accepted when OWCE receives a Register Read for three (3) consecutive days for 25 Endpoints registered and communicating through and within the Network Design coverage area.
2. After Network Device Acceptance, it is the responsibility of the CUSTOMER to monitor, manage, investigate, and perform network mitigation activities.
3. The CUSTOMER will perform investigation and mitigation activities on Network Devices that fail to meet the Acceptance criteria in accordance with the FAN site survey and mitigation training provided by Itron.

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Network Device/ Endpoint Acceptance Process

The following process below will be followed to ensure different phases of the network endpoint registration are completed successfully and then accepted by CUSTOMER as part of the overall network Acceptance criteria.

Phase 1 –Build Phase - Initial Network Test – Pilot – Two-Month Duration

1. ITRON stands up OpenWay Collection Engine (OWCE) in the hosted (SaaS) environment.
2. ITRON migrates existing Itron Security Module (ISM) from CUSTOMER on premise datacenter to ITRON hosted datacenter.
3. ITRON and CUSTOMER test one Pole Mounted Router (PMR) in CUSTOMER test lab and convert a few endpoints using FC300 to update Bridge 2.0 meters to RF-LAN mode.
4. CUSTOMER to test SATEC system for functionality noted in section I.2.12 with meters converted in #3 above.

Phase 2a – Build Phase - Bridge 2.0 Migration – Centron 2s cl200 Meter Population – Three Month Duration

1. CUSTOMER hangs fifteen (15) Pole Mounted Routers (PMR) based on propagation study and three (3) Range Extenders (RE) as needed to support 99% Network Design and projected coverage within two (2) months of Network Design approval.
2. CUSTOMER will complete drive-by re-programming process using FCS and schedule all routes to collect final reads within three (3) weeks of Step #1 completion.
3. CUSTOMER will push the meters into RFLAN mode *by route* after final reads are collected.

Phase 2b – Deploy Phase - Bridge 2.0 Migration – Centron 2s cl200 Network Acceptance – One Month Duration

1. CUSTOMER will validate completion of migration to RF-LAN mode for all routes.
2. CUSTOMER will complete Network and Endpoint Acceptance for designated Bridge 2.0-meter population.

Phase 3 – Deploy Phase - Bridge 2.1 Migration and Network Optimization – Schedule TBD after Phase 2b Completion

1. After completing the transition of all Bridge 2.0 meters to RFLAN, CUSTOMER replaces the Bridge 2.1 meters with CENTRON RF-LAN meters.
2. RF-LAN meters will join the network as they are installed.
3. CUSTOMER will complete Network Device and Endpoint Acceptance for designated Bridge 2.1-meter population.

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K.4. Network Optimization Exercise

The Network Optimization phase is the final step of the network deployment and acceptance; this step occurs after Network Devices have been accepted and transferred to CUSTOMER who has conducted Phase 2b – Bridge 2.0 Migration.

Network Optimization involves monitoring and optimizing the network for 90 days after completion of Phase 2b AND 25% of the Bridge 2.1 replacement (up to 600 endpoints); network optimization is only possible once these Endpoints are installed and Phase 2b has been completed successfully.

Network Optimization involves remote analysis of network performance by ITRON resources including routing and bandwidth, and local troubleshooting to address any hard-to-hear (e.g. RF interference issues) locations. This process determines if any nodes should be relocated or if additional networking equipment is needed for optimal network performance. If any optimizations are needed, ITRON will suggest changes as part of an optimization recommendations delivered to CUSTOMER. CUSTOMER may be asked to provide photographs of FAN installations to facilitate this effort.

Upon completion of the Network Optimization exercise, the Project acceptance will be completed, and a final invoice generated.

Note: If additional resources, efforts, or equipment are required to complete the optimization exercise, it will be requested through the Change Control Process.

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L. Project Completion

Following the acceptance of the ITRON Deliverables as defined in Acceptance of ITRON Deliverables section, the ITRON Project Manager and the CUSTOMER will schedule a transition call with ITRON Global Support Services (GSS). The ITRON Project Manager will coordinate the transition documentation ahead of scheduling the call with the CUSTOMER and ITRON Global Support Services. Upon transition, the CUSTOMER will get support through their Account Executive and ITRON Global Managed Services (GMS).

Itron will produce a Project Acceptance Form for CUSTOMER to review and approve. The Project Acceptance Form will summarize completion of all ITRON Deliverables.

L.1. Document Deliverables

All deliverables identified in the ITRON Deliverables section have been provided to, and approved by, the CUSTOMER. Upon signature/approval, all documents are considered final and no updates will be made unless otherwise agreed.

L.2. Project Closeout Criteria

- All Itron Project deliverables completed in Section K.1.
- User Acceptance Testing has completed.
- The CUSTOMER has been formally transitioned to ITRON Global Support Services post Go-Live/Cutover event.
- Network Optimization has completed.
- Final Project invoices will be processed.

If CUSTOMER does not agree that the completion criteria have been met, it is the CUSTOMER's responsibility to provide written details as to what and how the SERVICES have not conformed to the SOW or the agreed upon Project Completion criteria within fifteen (15) business days of the Project Completion review. Within fifteen (15) business days of receipt of Project Completion rejection, ITRON will evaluate the reasoning and compile an action plan in order to correct the issues in timely manner. Upon submission and acceptance of action plan by CUSTOMER, ITRON will provide a mutually agreed upon schedule for resolution process so that formal acceptance can be completed.

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M. Project Invoicing, Service Fees & Related Details

M.1. Services Fees

The services outlined in this SOW are being provided at a fixed cost of $275,835.00, as outlined in the pricing summary BMR#19011-20 Ver1 May. Travel time and expenses will be billed as actuals; the expenses are estimated to be $17,300 for the currently defined effort. Specific details related to these costs for the Project can be found in the Customer Pricing Summary. Any changes to the Services as outlined will be addressed though the Change Control Process.

These Fees are based upon ITRON's recommended engagement approach, ITRON standard travel policy, staffing levels, scope of the Project and Project Schedules as outlined in this SOW. Modifications to any of these factors will result in changes to the estimated fees. Any changes that affect ITRON's engagement approach, staffing levels, scope of the Project and Project Schedules will follow the Change Control Process.

ITRON will invoice CUSTOMER monthly, per the below schedule, for Services performed and for costs incurred. The final retention payment will be invoiced two (2) weeks after the transition to Global Support Services meeting and Network Optimization has concluded. If at any point, there is reason to believe that this amount will be exceeded, ITRON will immediately notify CUSTOMER as to the changes in the estimate and issue a Change Order as described in Change Control Process, which will be approved by CUSTOMER upon agreement. CUSTOMER shall pay all taxes, if any, due for Services provided by ITRON to CUSTOMER under this Statement of Work.

M.2. Project Invoicing

Professional Services invoicing will be done in accordance to the payment schedule defined below. Expenses will be invoiced at the end of the month that they are incurred.

Payment Milestone	Amount
Milestone 1: Production Environment Application Installation Complete - 10%	$27,583.50
Milestone 2: Solution Workshops, BSRD, TAD Complete - 20%	$55,167.00
Milestone 3: Solution Configuration and ITRON Functional Testing Complete - 25%	$68,958.75
Milestone 4: Back Office Go Live Event and Transition to Global Managed Services Complete - 25%	$68,958.75
Milestone 5: Network Optimization Complete - 10%	$27,583.50
Milestone 6: Retention Pending 20-day Stabilization Period completion – 10%	$27,583.50
Total	**$275,835.00**

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M.3. Billing Information

To ensure that ITRON has all the correct billing information, please verify the following:

Requested	CUSTOMER Data
Billing Contact Name	Carla Young
Billing Contact Phone # (s)	
Billing Contact Email Address	
Physical Location Address (if applicable)	
Billing Address (if different from above)	
Special Billing Requirements?	
Purchase Order #	

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N. Appendix A - Itron Documentation Reference

Item	Document
OpenWay	
1.	OpenWay Collection Engine Events and Exceptions Reference Guide
2.	OpenWay Collection Engine Operational Guidelines
3.	OpenWay Collection Engine Security Reference Guide
4.	OpenWay Collection Engine Web Services Reference Guide
OpenWay PMR	
1.	OpenWay Pole Mount Router Installation Guide
Endpoint	
1.	Technical Reference Guide

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O. Appendix B – Change Control Process

O.1. Change Control Process

An ITRON Change Order Form ("***Change Order***") will be used for communicating changes to this SOW. The Change Order must describe the change requested, the rationale for the change, the estimated price and the effect the change will have on the overall Project. All Change Orders must be approved and signed by CUSTOMER and ITRON. No work shall commence prior to the CUSTOMER authorization of this change order.

#	Step	ITRON	CUSTOMER	Notes
1.	Identify scope change.	☒	☒	Either Party may identify a scope change.
2.	Submit a formal request for a Change Order.	☒	☒	Party identifying the scope change should submit the change request via email. – Request should include: – Problem Statement – Requirements
3.	Assess impact (scope, schedule, resources) and prepare brief summary.	☒	☐	
4.	Report impact results and submit Change Order form.	☒	☐	Should include: – Scope change described – Cost change – Project schedule impacts
5.	Authorize Change Order and email executed copy to ITRON Legal.	☐	☒	
6.	ITRON Legal executes Change Order and emails copy to CUSTOMER and ITRON Project Manager.	☒	☐	

O.2. Change Order Form "Sample"

	Name	Date
Client Name:		
Requestor:		
Client Authorization:		
ITRON PM Approval:		
ITRON Contract Auth.:		

Send Pricing Summary to Client? ☐ Yes ☐ No

Has contract been signed? ☐ Yes ☐ No

General Comments:

Order Processing:

PO/Contract #: _____

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Comments: _____

Hardware Changes:

Qty	Item Description	Unit Price		Qty	Item Description	Unit Price

Comments:

Software Changes:

☐ Modifications ☐ Meter Licenses ☐ Other

Description	Unit Price

Implementation Labor and Expense:

☐ Billable ☐ Non-billable Charge to: _____

Purpose	Description	Days	@ $	Total
	Labor			
	Per Diem			
	Misc.			
	Total			

Other Changes:

Change Order: >Author Name

Please return this signed Change Order for formal ITRON Contract Authorization and Execution to:

ITRON, Inc.

2111 N. Molter Rd.

Liberty Lake, WA 99019

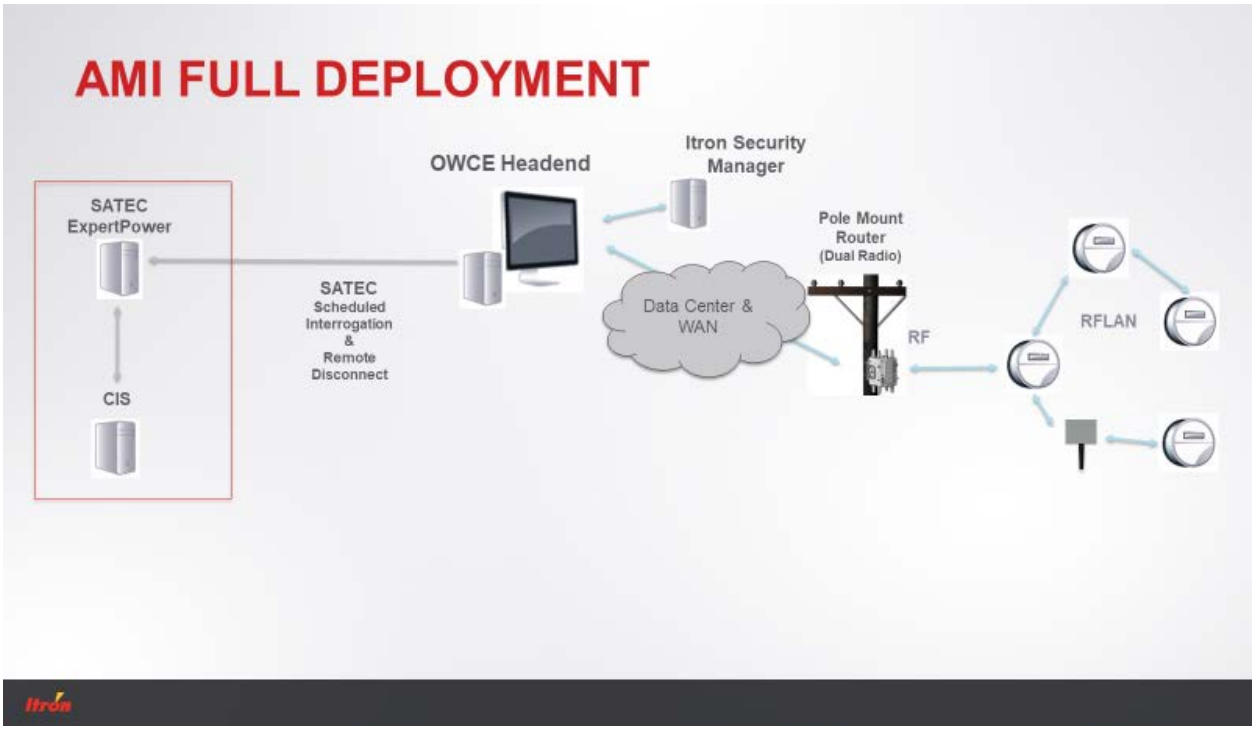
Attn: Contract Administration

Fax: (509) 891-3331 or pdf and email to your Account Executive – a fully executed version will be returned.

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P. Appendix C – City of Banning Solution Architecture

The diagram below depicts the Itron Solution proposed with associated applications and integration between major systems.



Note: Any changes to this architecture will require a review of existing integration planned and could result in potential changes in effort. Changes required will be managed through the *Change Control* process defined in Appendix A.

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Q. Appendix D – Network Design Assumptions

The Network Design is based on the following assumptions:

1. The Network Design is predicted to enable the Solution to meet network coverage of 99% of locations provided by the CUSTOMER and validated latitude and longitude Endpoints. Any Endpoint not within 300' of the location in the Network Design would be considered invalid.

2. The Network Design predicts a Three-Day Read Rate of 98.5% daily reads over a three-day window.

3. All proposed network device locations are located on CUSTOMER owned infrastructure unless otherwise noted.

4. Pole heights assumptions are included in the Network Design for each network location.

5. The Network Design utilizes RF Endpoints, PMRs, and REs.

6. The Network Design does not assume there is any RF blockage issues in the service territory.

7. All Electric meter locations are outdoor and at 5 feet ground level or above.

8. The proposed location for the initial placement of each network device was identified using refreshed GIS information. Initial Network Design was based on CUSTOMER provided GIS location information for the Electric Meters in the Service Territory.

9. Should additional (Endpoints and PMRs) be included in the Project that were not provided for the initial Network Design, the CUSTOMER will provide latitude and longitude coordinates and additional Network equipment may be required to be purchased by the CUSTOMER.

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Appendix E – Integration Assumptions

Itron provides customers and 3rd party vendors with the capability to access OpenWay Collection Engine (OWCE) services, data, and processes through published and supported interoperability standards using Web Services and XML (Extensible Markup Language) format.

The following table outlines the accepted Itron interface formats for integration with CUSTOMER systems and their respective applications. The formats below are supported for the planned CUSTOMER RF-LAN Itron solution and can be further referenced in Itron's *OpenWay Collection Engine Web Services Reference Guide V7.0 SP2* document.

Banning System	Description	Itron System	Itron Interface Format	Purpose
SATEC	Customer Info System (CIS) Application(s)	OpenWay Collection Engine (OWCE) v7.0 SP2	Itron Standard XML format using Web Services type invoked processes to perform common service requests such as (but not limited to): • Provisioning Service (e.g. Add or remove devices) • Control Service (e.g. Meter reconnect/disconnect) • Data Service (e.g. Register and Interval data requests, Interactive reads 'AKA On-Demand Reads') • Event Subscriber Service (e.g. Meter Events Log, Power Outage event data) • Measurement Data (e.g. Voltage Monitoring Data) Note: For the complete list of available service requests, please reference the Itron's *OpenWay Collection Engine Web Services Reference Guide v7.0 SP2* document.	Provide meter data and processing capabilities to CIS system.

Note: Any additional integration outside of the above referenced Itron standards requires further discussion by both parties and shall be supported by the Change Order process.

First Amendment

This First Amendment (this "**Amendment**") is effective as of the last date of execution below the ("**Amendment Effective Date**").

RECITALS

WHEREAS, Itron, Inc. ("**Itron**") and City of Banning, CA ("**Customer**") entered into that certain Master Sales Agreement (C00659) General Terms and Conditions dated June 18, 2020 (the "**Agreement**");

WHEREAS, the Parties wish to amend the Agreement for the purpose of reinstating the Agreement term, adding Pricing and adding the Software-as-a-Service ("**SaaS**") Addendum; and

NOW, THEREFORE, in consideration of the mutual promises and obligations below, Itron and *Customer* agree to the foregoing recitals and as follows:

1 Capitalized terms used herein that are not otherwise defined in this Amendment shall have their meanings specified in the Agreement.

2 Section 3 (Term) of the Agreement is hereby replaced with the following:

"**3. Term.**
Unless this Agreement is terminated earlier pursuant to Section 11 ("**Termination**") of these General Terms and Conditions, the term of this Agreement shall be from June 18, 2020 through June 18, 2028 (the "**Initial Term**"). After the Initial Term, the Parties may choose to extend the Agreement for two successive one (1) year terms on the same terms and conditions via a mutually agreed upon amendment (each a "**Renewal Term**"). Any in-process Statements of Work and any accepted Purchase Orders as of the expiration date shall be completed by the Parties and the term of this Agreement will be extended solely for that purpose until completion."

3 The Agreement's SaaS Addendum is hereby replaced in its entirety with the SaaS Addendum attached hereto as Exhibit A.

4 The Pricing Summary with Quote Number: Q-00011534 is hereby added to the Agreement and is attached hereto as Exhibit B.

5 Except as provided in this Amendment, all terms and conditions of the Agreement remain unchanged and in full force and effect. In the event of a conflict or ambiguity between this Amendment and the Agreement, this Amendment shall control.

6 This Amendment may be executed in counterparts, which may be delivered by email, facsimile transmission or similar means.

INTENDING TO BE LEGALLY BOUND, each party represents and warrants that it has all necessary power and authority to enter into this Amendment to the Agreement.

AGREED:

Itron, Inc.	**City of Banning, CA**
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date

Exhibit A

Software-AS-A-Service ADDENDUM

General SaaS Terms and Conditions

1 Relationship to General Terms and Conditions

This Addendum consists of the SaaS General Terms and Conditions below, which generally apply to all Service Offerings, and the attached Special Terms and Conditions, which apply to specific Service Offerings, and is governed by the Agreement General Terms and Conditions and applicable Order Documents. If there is any inconsistency among the Special Terms and Conditions, the SaaS General Terms and Conditions, and the Agreement General Terms and Conditions, these documents shall be given precedence in the following order: (a) the Special Terms and Conditions, (b) the SaaS General Terms and Conditions, and (c) the Agreement General Terms and Conditions.

2 Additional Definitions

The following defined terms are in addition to those defined in the General Terms and Conditions of this Agreement:

Annual Adjustment means Itron's annual price increase.

Available means the percentage of time during a month when the applicable Service Offering is accessible to the Customer, excluding any Planned Maintenance or agreed-upon Downtime. Availability is calculated as follows:

$$\text{Availability \%} = \left(\frac{\text{Total minutes in the month} - \text{Total Downtime minutes in the month}}{\text{Total minutes in the month}} \right) \times 100$$

Downtime means the time during which the applicable Service Offering is not Available due to unplanned outages or issues.

Endpoint means an electric meter, gas or water endpoint receiver-transmitter, battery-powered device, or any other device that Itron has agreed to monitor as part of a Service Offering which Endpoints are identified in the Order Document or Pricing Summary.

Hybrid SaaS means Customer has purchased an object code license to Software pursuant to the terms of the Software Addendum and a Service Offering for such Software.

Maintenance Services means services provided under the Maintenance and Support Services Addendum.

Minimum SaaS Subscription Term means the minimum number of SaaS Billing Cycles during which Customer is required to subscribe for each Service Offering, which shall be three (3) SaaS Billing Cycles following the applicable Service Offering Commencement Date, unless otherwise stated in the applicable Order Document or Pricing Summary.

One-Time Setup Fee means the one-time setup fee for each Service Offering identified in the applicable Order Document or Pricing Summary.

Planned Maintenance means pre-arranged and communicated periods where the applicable Service Offering may be offline for updates or maintenance.

Recovery Point Objective or **RPO** means the maximum tolerable time period during which data might be lost from production Software due to a service interruption event.

Recovery Time Objective or **RTO** means the duration of time allowing for the execution of all failover processes required to return access, connectivity, functionality, and operation of production Software to Customer following declaration of a disaster event.

SaaS means software-as-a-service whereby Itron or its designated provider hosts and provides Customer with access to Software on Servers via the internet.

SaaS Billing Cycle means a period of one year beginning on the Service Offering Commencement Date for the initial Service Offering or any anniversary thereof. For clarity, there is only one SaaS Billing Cycle for all Service Offerings, unless otherwise provided in the applicable Special Terms and Conditions.

SaaS General Terms and Conditions means the terms and conditions set forth in the main body of this Addendum.

Servers means the physical or virtual servers owned by Itron or its designated provider on which Software will be installed, operated, and maintained.

Service Offering means SaaS, including Hybrid SaaS, plus any services that are additional or supplemental, as described in the applicable Special Terms and Conditions.

Service Offering Commencement Date means, with respect to each Service Offering, the earlier of (a) validation of such Service Offering implementation by Itron pursuant to the applicable Statement of Work, or (b) seven (7) days after completing application system setup and the Customer has been provided valid access credentials for such Service Offering.

Software means the software identified on the applicable Order Document or Pricing Summary for which Customer has purchased a Service Offering.

Special Terms and Conditions means Service Offering-specific terms and conditions set forth on Attachment A to this Addendum.

Subscription Fees means annual fees identified in the applicable Order Document or Pricing Summary for each Service Offering, plus the Annual Adjustment, if any. Subscription Fees include applicable Maintenance Services fees for SaaS. Subscription Fees do not include any applicable license or Maintenance Services fees for Hybrid SaaS.

Subscription Term means the subscription term purchased by Customer for each Service Offering, which begins upon the applicable Service Offering Commencement Date.

3 Access Rights

3.1 Access Rights

Itron will provide SaaS for the Itron Software identified in the table in this Section 3.1 for which Customer has purchased a Service Offering. Subject to Customer's compliance with the Agreement (including payment of all applicable Fees), Itron hereby grants to Customer, for the Subscription Term(s) purchased, a non-exclusive, non-transferable, non-assignable, limited right to access and use the Service Offerings, with respect to Endpoints owned or otherwise controlled by Customer, for its internal business purposes in the Territory (as defined in the General Terms and Conditions of the Agreement). Customer will use the Service Offerings only in accordance with Itron user guides, the Agreement (including, this Addendum, the General Terms and Conditions, and applicable Order Documents), and laws and government regulations. Customer shall make every reasonable effort to prevent unauthorized third parties from accessing the Service Offerings.

Itron Software Eligiblefor SaaS	
ACE VISION	IntelliSOURCE Express
ChoiceConnect Fixed Network	Itron Enterprise Edition
Distributed Intelligence (Riva system)	Itron Enterprise Edition Service Mode
Distributed Intelligence (GenX system)	Itron Mobile
EMMSYS	MV-90 xi
Everblu FN (Fixed Network)	MV-PBS
FDM Tools	MV-WEB
FDM Workorders	Itron Security Manager
Field Tools Advanced	Operations Optimizer
Field Tools Basic	Streetlight Vision
Gas and Water Analytics	Temetra
Gridscape	UIQ: Advanced Metering Manager, Meter Program Configurator, Control Platform, Outage Detection and SensorIQ
HAN Communications Manager	

3.2 Restrictions on Use

Customer must not, and must ensure that users do not: (a) modify, translate or create derivative works of any Service Offering or related Documentation; (b) copy, reproduce, distribute, republish, download, display, post or transmit any portion of a Service Offering or related Documentation in any form or by any means; (c) sell, assign, transfer, lease or

sublicense any Service Offering; (d) allow any third party, other than authorized users, to access any Service Offering or related Documentation without Itron's prior written consent; (e) use any Service Offering or related Documentation to provide services to third parties, or otherwise use any Service Offering on a "service bureau" or "timesharing" or subscription basis including, in connection with devices or equipment not owned or otherwise controlled by Customer; (f) reverse engineer, disassemble, decrypt, extract or otherwise reduce any Service Offering to a human perceivable form or otherwise attempt to determine the source code or algorithms of any Service Offering (except to the extent the foregoing restriction is expressly prohibited by applicable law); (g) infringe any of Itron's or its providers' Intellectual Property; (h) publicly publish the results of any benchmark tests run on any Service Offering; (i) use any Service Offering or related Documentation to engage in any fraudulent, illegal or unauthorized act; (j) introduce into or transmit through any Service Offering any material containing software viruses, worms, trap doors, back doors, Trojan horses or other harmful or malicious computer code, files, scripts, agents or programs; (k) remove, alter or obscure any titles, product logo or brand name, trademarks, copyright notices, proprietary notices or other indications of Itron's or its providers' Intellectual Property, whether such notice or indications are affixed on, contained in or otherwise connected to a Service Offering; (l) attempt to gain unauthorized access to a Service Offering or Itron's or its providers' systems or networks; (m) merge any Service Offering with any other product or service without Itron's prior written consent and the payment of any additional fees; (n) access or use any Service Offering or related Documentation to build or support, and/or assist a third-party in building or supporting, products or services competitive to Itron or its providers; or (o) use robots, bots, spiders, or other automated means to access or use any Service Offering.

3.3 User IDs and Passwords

Itron shall provide Customer with user identifications and passwords ("User IDs") to access the Service Offerings. Customer shall be solely responsible for all use of Customer's subscriptions and accounts. Customer shall maintain the confidentiality of all User IDs assigned to Customer. User IDs may not be shared or used by more than one user (unless such license is reassigned in its entirety to another authorized user).

3.4 Content Restrictions

Customer may not use a Service Offering or Server to host, distribute or process any content that: (a) Customer knows or has reason to believe infringes the Intellectual Property of any third party or violates any rights of publicity or privacy; (b) violates any applicable law, statute, ordinance; (c) is defamatory, trade libelous, unlawfully threatening or unlawfully harassing; or (d) is obscene, pornographic or indecent (items (a) – (d) are collectively referred to as "Prohibited Content"). Itron reserves the right to remove any Prohibited Content from a Server without prior notice to Customer. Customer will indemnify, defend and hold Itron and its providers harmless for any claims, liabilities, losses, causes of action, damages, settlements, and costs and expenses (including, without limitation attorneys' fees and costs) arising from any third-party claims related to or generated by the Customer's breach of this section.

3.5 Breach of Restrictions

Customer's breach of the restrictions set forth in Section 3.2 ("Restrictions on Use") or Section 3.4 ("Content Restrictions") shall constitute a material breach of the Agreement and will give Itron the right to revoke and immediately suspend or terminate, as determined by Itron in its sole discretion, all rights and licenses granted under this Addendum with respect to the Service Offerings. Revocation does not preclude Itron from pursuing any legal and equitable remedies for Customer's breach of these restrictions.

4 Fees and Invoicing

4.1 Subscription Fees

Customer shall pay Subscription Fees in advance of each SaaS Billing Cycle in which it will receive a Service Offering.

4.2 Invoicing

Unless otherwise provided in the applicable Statement of Work, Itron will invoice Customer for each One-Time Setup Fee upon the applicable Service Offering Commencement Date. Initial Subscription Fees for each Service Offering will be prorated based on when the applicable Service Offering Commencement Date occurs relative to the then-current SaaS Billing Cycle. Itron will invoice Customer for each subsequent SaaS Billing Cycle prior to, or upon, commencement of such SaaS Billing Cycle. Maintenance Services fees and license fees relating to Hybrid SaaS are not included in this Addendum or the Subscription Fees and will be invoiced in accordance with the Maintenance and Support Services Addendum and Software Addendum, as applicable. Itron may adjust Subscription Fees at any time if Customer's use of a Service Offering exceeds the applicable tier set forth in the respective Order Document or Pricing Summary.

5 Renewal, Discontinuance, Suspension, End of Support

5.1 Renewal Notice

Unless a Party discontinues a Service Offering in accordance with this Section 5, Itron will provide Customer a renewal notice for each Service Offering at least one hundred twenty (120) days prior to the commencement of each SaaS Billing Cycle.

5.2 Discontinuance

Customer may discontinue a Service Offering by providing Itron with written notice of non-renewal no less than ninety (90) days prior to the commencement of a SaaS Billing Cycle. If Customer discontinues a Service Offering prior to expiration of the Minimum SaaS Subscription Term for that Service Offering, Itron will invoice Customer, and Customer will pay, for any unpaid Subscription Fees for the respective Service Offering through the end of the applicable Minimum SaaS Subscription Term.

Itron may discontinue a Service Offering following the applicable Minimum SaaS Subscription Term by providing Customer with no less than one hundred and eighty (180) days' written notice of the applicable discontinuance date. If the applicable discontinuance date will occur with a subsequent SaaS Billing Cycle, Subscription Fees for the discontinued Service Offering will be prorated based on when the discontinuance date occurs relative to the SaaS Billing Cycle.

5.3 Suspension or Restriction of Service

Itron may suspend or restrict all or part of the Service Offerings at any time to the extent necessary to protect the security and integrity of the Software, Servers, platforms, and systems, or for a breach of Section 3.2 ("Restrictions on Use") or Section 3.4 ("Content Restrictions") until such breach is cured.

6 Monthly Application Availability Service Level

6.1 Availability Service Level

Provided Customer has paid all applicable Fees (including all Subscription Fees and, in the case of Hybrid SaaS, all maintenance and license fees), Itron will use reasonable endeavors to ensure each Service Offering in a production environment will be Available at least 99.9% of the time, measured and reported monthly, beginning in the first full calendar month following the respective Service Offering Commencement Date ("Availability Service Level"). The Availability Service Level will be measured and calculated separately for each Service Offering. Itron records and data will be the sole basis to determine whether a Service Offering is Available for the Availability Service Level measurements and calculations.

6.2 Availability Service Level Credits

Subject to the service level exclusions in Section 7.1 ("Service Level Exclusions") of the SaaS General Terms and Conditions, Customer will be entitled to the following credits as its sole and exclusive remedy for Itron's failure to meet the Availability Service Level:

SaaS Application Availability (production environments only)	
Monthly Availability	**Credit (% of monthly Subscription Fee for applicable Service Offering)**
≥99.5% and <99.9%	2%
≥99.0% and <99.5%	4%
≥97.5% and <99.0%	10%
≥96.0% and <97.5%	12.5%
<95.0%	20%

6.3 Planned Maintenance

Planned Maintenance, whenever reasonably practicable, will be performed during off-business hours between 6:00 p.m. to 12:00 a.m. Customer's local time, with as little disruption to Customer's use of the Service Offerings as possible. Planned Maintenance will be facilitated through Itron change control which would include a project plan, date and time of maintenance window, and customer approval. Unplanned maintenance, whenever reasonably practicable, shall also be performed during off-business hours between 6:00 p.m. and 12:00 a.m., Customer's local time. Itron will provide Customer with notice of unplanned maintenance as soon as reasonably practical. Itron will minimize Service Offering disruptions to the extent reasonably practical.

7 Service Level Exclusions; Disclaimers

7.1 Service Level Exclusions

Itron shall not be liable for failing to meet any service level commitment set forth in this Addendum (including any Special Terms and Conditions) or any Order Document, and the Customer is not entitled to credits, to the extent such failure is attributable to any one or more of the following: (a) planned maintenance or scheduled upgrades; (b) an event triggering a disaster recovery (if available for the product offering and purchased by Customer) and for a twenty-four (24) hour period after the resumption of service following such an event to allow the system to return to normal operating ranges; (c) suspension or restriction of service under Section 5 ("Renewal, Discontinuance, Suspension; End of Support") of this Addendum; and (d) conditions beyond Itron's reasonable control, including but not limited to (i)

unavailability of Customer or third party wireless services between the Service Offering and the Endpoints; (iii) failures in external Internet or VPN configurations not managed by Itron; (iv) a Force Majeure event; (v) false reports of unavailability as a result of outages or errors of any Itron measurement system; (vi) an act or omission of Customer or third parties, including security incidents caused by such act or omission; (vii) incident investigation or computer failures that could not reasonable have been prevented by Itron; (viii) failures of third-party equipment, hardware, software, or services not provided by Itron; and (ix) Customer's delay in performing maintenance or other tasks designated as its responsibility in the Agreement.

7.2 Third-Party Disclaimer

Itron does not maintain third-party Software or third-party Service Offerings that Customer purchases through Itron (collectively "Third-Party Content") and makes no representations or warranties whatsoever, directly or indirectly, express or implied, as to the suitability, durability, and fitness for use, merchantability, condition, quality, performance or non-infringement of any Third-Party Content. Third-Party Content shall be subject solely to any service levels or warranties provided by the third-party provider. Itron will pass through to Customer or make commercially reasonable efforts to enforce on Customer's behalf, any service levels, warranties and remedies received from such third-party provider.

7.3 Use of SaaS with Third-Party Devices.

Customer may use a Service Offering to collect data from Endpoints equipped with radio communication devices not manufactured or provided by Itron ("Third-Party Radio Device"). Itron makes no representations or warranties whatsoever, directly or indirectly, express or implied, as to the suitability, durability, and fitness for use, merchantability, condition, quality, performance or non-infringement of, and disclaims all liability with respect to, Third-Party Radio Devices. Itron shall have no liability (a) if a Third-Party Radio Device is not responding or communicating or (b) for unread endpoints due to defective or unreachable Third-Party Radio Devices. Customer shall contact the supplier of such device for support.

8 Sizing of Software-as-a-Service

Any sizing criteria changes, including without limitation the number of system endpoints, number of network devices, residential meter configuration, commercial and industrial meter configuration, desired data collection intervals, storage duration for historical data, and the number of concurrent and total users of the application, may result in a change in Subscription Fees. Any such change in Subscription Fees will be provided by Itron in a service pricing or quote to Customer and invoiced by Itron in the subsequent invoice.

9 Incident Management

Itron will provide Customer support and incident and problem management services, which include responding to alerts, tracking the issue, troubleshooting the problem and escalating to Itron subject matter experts or third-party providers, in accordance with the Maintenance and Support Services Addendum.

10 Customer Technical Responsibilities

Customer is responsible for selecting, acquiring, securing and maintaining all equipment and ancillary services needed to connect to, access, or otherwise use and maintain compatibility with the Service Offerings, at Customer's sole expense. For the avoidance of doubt, unless otherwise specified in an Order Document or, Statement of Work, or any Special Terms and Conditions attached hereto, Customer is responsible for providing WAN connectivity.

11 Business Continuity

Itron has architected and operates a high availability and scalable infrastructure to facilitate virtualized customer environments with various fault tolerant components. Fault tolerance and failover methodologies allow Itron to maximize system availability and confidently uphold the Availability Service Level and Monthly File Delivery Percentage Service Level. Itron will conduct daily backups of back-office application configuration files and associated data. These backups are for operational purposes only and are not a disaster recovery solution or a solution to be used by the Customer for testing or analysis purposes. Itron will periodically test the restore capability of its business continuity solution. System and database backups are performed via a schedule to provide for a full weekly backup and daily differential backups. System backups and snapshots are also taken prior to any system change that has been approved via the Itron Global Managed Services Change Control Board. The system can be recovered from the backup in the event of a failure. Business continuity is designed to provide recovery for component failures within a data center, this does not provide coverage for the loss or connectivity to a data center. If a more robust mitigation solution is required by Customer, geo-diverse disaster recovery options can be discussed and priced as a more fault tolerant solution.

All incidents requiring system recovery will be required to adhere to Itron's incident management policy and related standard operating procedures. BUSINESS CONTINUITY: RPO = 72 hours; RTO = 5 business days.

12 Disaster Recovery

Disaster Recovery ("DR") is an optional fee-based service that is offered by Itron for some product offerings. If offered by Itron for Customer's product offering, Customer may purchase DR for an additional fee. Upon Customer's purchase of DR services and payment of applicable fees as set forth in the Order Document or Pricing Summary, Itron will maintain DR services at a dedicated facility that is equipped to facilitate hosted operations, meter reading and interrogations, and Field Area Network ("FAN") communications in the event DR is needed. At Customer's request, Itron will test the DR capabilities once per calendar year on Customer's production environments and provide the results of each such test to the Customer, subject to agreement on applicable Fees and Statement of Work.

In the event of a Severity Level 1 Error (as defined in the Maintenance and Support Services Addendum), Itron will evaluate the scale of the incident, readily available mitigation plans, and the estimated time to recover. If it is apparent to Itron that an incident meeting the standards of a disaster as set forth in Itron's Disaster Recovery plan has occurred with no possibility of mitigation, Itron will declare a disaster and begin the notification process. Itron will notify the Customer of an any such event that will result in service interruption in excess of twelve (12) hours. Once a disaster has been declared, Itron's responsibilities for SLAs will be temporarily suspended until the time at which Customer's environment has been failed over and is operating in the secondary DR datacenter. The Recovery Point Objective (RPO) for DR is four (4) hours. The Recovery Time Objective (RTO) for DR is twelve (12) hours.

13 Roles and Responsibilities

The table below lists the respective responsibilities of Customer and Itron to ensure reliable operation of the Software-as-a-Service.

P=Primary responsibility

S=Support responsibility

Description of service or deliverable	Itron	Customer
Submit user access requests for new users and deletion notifications for users no longer involved with the SaaS.		**P**
Provide immediate notification in the event of a Customer employee termination for those with access to the SaaS.		**P**
Provide immediate notification in the event of an Itron employee termination for those with access to the SaaS.	**P**	
Maintain skill sets necessary to properly support the SaaS.	**P**	
Administer and monitor Servers including but not limited to utilization of CPU, memory, IOPs, and disk space.	**P**	
Manage and troubleshoot the secure SaaS components and processes (if applicable).	**P**	
Administer associated Linux, Unix, and Windows operating systems.	**P**	
Apply operating system and other third-party security patches and critical updates as appropriate.	**P**	
Maintain and troubleshoot third-party software issues required for SaaS operations pursuant to this Addendum; work with third party to troubleshoot as required.	**P**	
Maintain anti-virus on all windows-based Servers if applicable to the SaaS platform.	**P**	
Monitor communications and support communications troubleshooting activities for the SaaS.	**P**	
Perform software upgrade activities.	**P**	
Maintain and administer the SaaS Server databases.	**P**	
Manage upload and submission of meter data files; work with Itron when problems are identified.		**P**
Provide and maintain a Secure FTP or equivalent if included in the SOW.	**P**	
Perform regular system, database, and custom component backups in accordance with selected service level.	**P**	
Maintain the applicable standard operating procedures and run books to maintain, monitor and operate the hosted environment.	**P**	

[END]

Attachment A

Special Terms and Conditions

OpenWay Collection Engine (OW-CE), OpenWay Collection Manager (OW-CM), Itron Enterprise Edition and MV-90xi

The following Special Terms and Conditions contained within this attachment apply to Itron's SaaS Service Offering for – OpenWay Collection Engine (OW-CE) and OpenWay Collection Manager (OW-CM):

1 Definitions

The following defined terms are applicable to these Special Terms and Conditions:

Available Endpoint means an Endpoint which meets the following criteria: (a) the Endpoint, if installed by Customer, has been properly installed, (b) Customer has provided all necessary and correct information for Itron to properly provision the Endpoint in Itron's data collection platform (c) the Endpoint is communicating with Itron's data collection platform and a register read has been received from the Endpoint for three (3) consecutive days. An Endpoint will not be considered an Available Endpoint if any of these conditions have not been met; or (a) if an exception is detected by Itron or reported by Customer, but the exception cannot be resolved remotely, (b) the Endpoint if it is under field investigation, or (c) cellular carrier outages.

2 Service Levels

2.1 Read Rate Service Levels

2.1.1 Service Level Applicability

The Read Rate Service Level set forth in this Section 2.1 applies to the Itron Software identified in the following table for which Customer has purchased and paid all applicable Fees:

Itron Software Eligible to Receive Read Rate Service Level
OpenWay Collection Engine (CE)
OpenWay Collection Manager (CM)

2.1.2 Service Level Trigger

The Service Level Trigger for the Read Rate Service Level occurs upon system acceptance as defined in the applicable Statement of Work.

2.1.3 Service Level

The average monthly Read Rate will meet or exceed 99% each calendar month ("**Read Rate Service Level**"). Itron records and data will be the sole basis for all Read Rate measurements and calculations. "Read Rate" means the percentage of Available Endpoints from which register read data has been collected over a rolling 3-day period, measured for each calendar day.

2.1.4 Service Level Credits

Subject to the service level exclusions set forth in Section 7.1 ("**Service Level Exclusions**") of the General SaaS Terms and Conditions, Customer will be entitled to the following credits as its sole and exclusive remedy for Itron's failure to meet the foregoing Read Rate Service Level:

Read Rate Service Level Credits (production environments only)	
Number of Daily Failures in the Applicable Month	Credit (% of monthly Subscription Fee with respect to the applicable Managed Services Service Offering)
≥99.0% and <99.5%	2%
≥98.0% and <99.0%	4%
≥96.5% and <98.0%	10%
≥95.0% and <96.5%	12.5%
<95.0%	30%

2.2 Monthly File Delivery Service Level

2.2.1 Service Level Applicability

The Monthly File Delivery Service Level for Available Endpoints set forth in this Section 2.2 apply to the Itron Software identified in the following table for which Customer has purchased Managed Services and paid all applicable Fees:

Itron Software Eligible to Monthly File Delivery Service Level	
OpenWay Collection Engine (CE)	Itron Enterprise Edition
OpenWay Collection Manager (CM)	MV-90 xi

2.2.2 Service Level Trigger

The Service Level Trigger for the Monthly File Delivery Service Level occurs upon system acceptance as defined in the applicable Statement of Work.

2.2.3 Service Level

"File Delivery" for the purposes of this Section 2.2, is a measure of the performance of Itron's or its provider's systems to deliver register read and interval read consumption data collected from Available Endpoints to Customer in agreed-upon formats, at an agreed-upon intervals for Software that collects and delivers data. The monthly File Delivery percentage service level with respect to Itron SaaS Applications ("Monthly File Delivery Service Level") will meet or exceed 99% each month (for ease of understanding, this means the file is successfully delivered every day of the month). Itron records and the data contained in the file is measured to the agreed to Itron hosted location and will be the sole basis for all File Delivery performance measurements and calculations with respect to the Monthly File Delivery Service Level for Available Endpoints.

2.2.4 Service Level Credits

Subject to the service level exclusions set forth in Section 7.1 ("Service Level Exclusions") of the General SaaS Terms and Conditions, Customer will be entitled to the following credits as its sole and exclusive remedy for Itron's failure to meet the foregoing Monthly File Delivery Service Level for Available Endpoints:

Monthly File Delivery Service Level Credits (production environments only)	
File Delivery performance	Credit (% of monthly Subscription Fee for applicable SaaS Application)
≥99.0% and <99.5%	2%
≥98.0% and <99.0%	4%
≥96.5% and <98.0%	10%
≥95.0% and <96.5%	12.5%
<95.0%	30%

[END]

Exhibit B

Itron

Innovating new ways to manage energy and water

Pricing Summary

2111 N Molter Road
Liberty Lake, WA, 99019-9469
customer.orders@itron.com
www.itron.com

City of Banning, CA
176 East Lincoln Street
Banning, CA 92220-4962

Quote Number: Q-00011534
Date: 08/29/2025
Valid until: 10/28/2025

Line	Item Number	Description	Qty	UOM	Unit Price	Extended Price
Software						
For 18,500 endpoints						
1		OWCE-SAAS SUBSCRIPTION - DEDICATED PROD				$48,685.47
2		ISM - SAAS SUBSCRIPTION - DEDICATED PROD				$17,703.69
		Total at 18,500 Endpoints				**$66.389.16**
For 21,000 endpoints						
3		OWCE-SAAS SUBSCRIPTION - DEDICATED PROD				$53,823.67
4		ISM - SAAS SUBSCRIPTION - DEDICATED PROD				$19,158.61
		Total at 21,000 Endpoints				**$72,982.28**
For 23,500 endpoints						
5		OWCE-SAAS SUBSCRIPTION - DEDICATED PROD				$60,623.10
6		ISM - SAAS SUBSCRIPTION - DEDICATED PROD				$20,904.52
		Total at 23,500 Endpoints				**$81,527.62**
				Quote Total		**$220,899.06**

Notes and Assumptions

1 This quote is governed by the Itron Terms of Sale found at https://na.itron.com/terms-of-sale, unless customer has a written sales agreement executed by Itron for the products and services included within this quote, in which case such written agreement will govern.

2 This quote expires sixty (60) days following the date of this quote, unless customer and Itron establish a written sales agreement for the products and services included within this quote prior to the expiration date.

3 All prices are in USD and payments are required in the same currency.

4 Prices do not include any taxes, duties, or tariffs.

5 Pricing for software is subject to annual adjustments. On each anniversary of the effective date of the applicable agreement or addition thereto, the then-current prices for software shall be automatically increased by a percentage equal to the greater of (a) five percent (5%), and (b) the percentage increase in the Index over the prior twelve (12) calendar months. "Index" means the CPI - All items in U.S. city average, all urban consumers, seasonally adjusted (CUSR0000SA0), as published by the US Department of Labor. Price adjustments will be determined based on the latest version of the Index, including preliminary Index values. The Index is accessible at https://www.bls.gov/. If the Index as defined above is discontinued, the calculation described herein shall be made using the price index with which the US Department of Labor replaces it.

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Amber Rockwell, CORE Manager** **Fred Lyn, Deputy Electric Utility Director**
MEETING DATE:	**November 12, 2025**
SUBJECT:	**Consideration of Resolution 2025-159, Receipt of a One-time Transfer of Funds from the Clean Fuel Reward (CFR) Program**

RECOMMENDATION:

Adopt Resolution 2025-159

BACKGROUND:

The California Clean Fuel Reward (CFR) program, an initiative to incentivize electric vehicle adoption through point-of-sale rebates, has identified that the City of Banning Electric Utility is eligible to receive a one-time transfer of funds from the CFR program to support Banning's transportation electrification efforts. The California Public Utilities Commission authorized Southern California Edison (SCE) to act as the Statewide Administrator and Fiduciary of the CFR Program.

Pursuant to California Code of Regulations Section 95483(c)(1)(A)(6) or the 2025 Low Carbon Fuel Standard (LCFS) Regulation, these funds originate from deposits made by Large Electric Distribution Utilities from the sale of non-opt-in LCFS credits that were allowed to the CFR Program for credits generated beginning in Q2 2019 and ending in Q2 2024.

In order for SCE and the CFR to facilitate this transfer, acknowledgement of willingness to accept these funds must be received no later than November 21, 2025.

JUSTIFICATION:

It is estimated that the City will receive approximately $883,000 from the CFR Program. Receipt of these funds will enable the City of Banning's Electric Utility to move forward with transportation electrification projects and programs that are currently not possible due to a lack of funding. Potential projects and programs could be, but not limited to the following: low-income and disadvantaged community Electric Vehicle (EV) charging opportunities, EV infrastructure improvements, EV charging plaza expansion, EV infrastructure technical training and workforce development, and commercial and residential EV rebates.

FISCAL IMPACT:

Approval of Resolution 2025-159 will provide the City with $883,000 in CFR Program funding.

Acceptance of these funds will have no direct negative fiscal impact to the Electric Utility, other than staff time dedicated to the management of these funds, potential rebates and projects and reporting requirements during standard work hours.

ALTERNATIVES:

1. Adopt Resolution 2025-159 as recommended.
2. Do not approve Resolution 2025-159 and refuse the funding of approximately $883,000.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Resolution_2025-159.docx
2. Statewide CFR_ Base Credit Proceed Transfers to POUs.pdf
3. Section 95483.pdf

RESOLUTION 2025-159

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE RECEIPT OF A ONE-TIME TRANSFER OF FUNDS FROM THE CLEAN FUEL REWARD (CFR) PROGRAM TO SUPPORT TRANSPORTATION ELECTRIFICATION EFFORTS BY CITY OF BANNING ELECTRIC UTILITY

WHEREAS, the City of Banning is a general law municipality governed by elected city councilmembers; and

WHEREAS, the City of Banning owns and operates a retail electrical energy distribution system which serve load to end-use customers in an assigned area of service; and

WHEREAS, Southern California Edison, acting as the Administrator and Fiduciary of the statewide CFR Program has identified City of Banning Electric Utility as eligible to receive a one-time transfer of funds pursuant to Section 95483 (c)(1)(A)(6) of the 2025 California Code of Regulations; and

WHEREAS, the CFR funds originated from deposits made by Large Electric Distribution Utilities from the sale of non-opt-in Low Carbon Fuel Standard (LCFS) credits that were allocated to the CFR Program for credits beginning in the 2nd quarter of 2019 and ending in the 2nd quarter of 2024; and

WHEREAS, the City of Banning Electric Utility is currently an active participant in the CFR Program, and was an active participant in the CFR Program during 2nd quarter of 2019 and ending in the second quarter of 2024; and

WHEREAS, the City of Banning Electric Utility desires to receive a one-time transfer of funds from the CFR Program in order to support transportation electrification efforts to be spent in accordance with the requirements of sections 95491(e)(5) and 95483(c)(1)(A) of the California Code of Regulations, Title 17.

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

SECTION 1. The City Council adopts Resolution 2025-159 approving the one-time transfer of funds from the CFR Program as a secure transfer of approximately $883,000 to Public Benefits account 675-7020-341.31-77 to be spent in accordance with the requirements of sections 95491(e)(5) and 95483(c)(1)(A) of the 2025 LCFS Regulation (California Code of Regulations, Title 17).

SECTION 2. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to this resolution.

SECTION 3. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 12th day of November, 2025.

Sheri Flynn, Mayor
City of Banning

ATTEST:

Sandra Calderon, Acting Administrative
City Clerk
City of Banning

APPROVED AS TO FORM:

John Pinkney, City Attorney
Slovak, Baron, Empey, Murphy & Pinkney, LLP

CERTIFICATION:

I, Sandra Calderon, Acting Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-159, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 12th day of November, 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Acting Administrative City Clerk
City of Banning, California

EXHIBIT A
Description of Exhibit A

From:	Lisa Arellanes
To:	Amber Rockwell; Carla Young
Cc:	Monroe, Gabriel@ARB; Szelagowski, Erin@ARB; Latour, Ian@ARB; Emily Lemei; Aaron R Dyer
Subject:	Statewide CFR: Base Credit Proceed Transfers to POUs
Date:	Thursday, October 30, 2025 11:40:39 AM
Attachments:	image001.png

Dear City of Banning Electric Utility,

Southern California Edison (SCE), acting as the Administrator and Fiduciary of the statewide Clean Fuel Reward (CFR) Program, is please to inform you that your organization has been identified by the California Air Resources Board (CARB) as eligible to receive a one-time transfer of funds from CFR to support your transportation electrification efforts. Pursuant to Section 95483(c)(1)(A)(6) of the 2025 Low Carbon Fuel Standard (LCFS) Regulation, these funds originate from deposits made by Large Electric Distribution Utilities from the sale of non-opt-in LCFS credits that were allocated to the CFR Program for credits generated beginning in Q2 2019 and ending in Q2 2024.

If your organization elects to receive these funds, SCE will work with your financial teams to set up a secure transfer of approximately $883,000. These funds must be spent in accordance with the requirements of sections 95491(e)(5) and 95483(c)(1)(A) of the 2025 LCFS Regulation (title 17, California Code of Regulations).

In order for SCE and the CFR to facilitate this transfer, please acknowledge your willingness to accept these funds and to utilize them in accordance with sections 95491(e)(5) and 95483(c)(1)(A) of the 2025 LCFS Regulation by no later than November 21, 2025

Sincerely,

Lisa Arellanes
Principal Manager, eMobility
T. 626-302-0733 | M. 626-862-7243
SOUTHERN CALIFORNIA EDISON® | Energy for What's Ahead®

Privacy Notice

Section 95483(c)(1)(A)(6)

6. (B) Any unspent proceeds from non-opt-in EDU base credits that were allocated to the Large EDUs beginning with the deposit of Q2 2019 credits through the deposit of Q2 2024 credits and then transferred to the Clean Fuel Reward program pursuant to section 95483(c)(1)(A) may be transferred by the Clean Fuel Reward Program Administrator to small EDUs that opted in to the LCFS program by March 31, 2025. Any base credit proceeds reallocated in this manner must be spent by the recipient small EDU in accordance with the requirements of sections 95491(e)(5) and 95483(c)(1)(A). The Executive Officer must approve the Clean Fuel Reward Program Administrator's plan for distribution of previously unspent base credit proceeds prior to any transfers.

Section 95491(e)(5)

(5) Uses of Electricity Credit Proceeds. Entities generating credits from electricity must use all credit proceeds to further transportation electrification efforts in California. The credit generator must include, in their annual compliance report, an itemized summary of efforts and costs associated with meeting this requirement.

(A) Additional Reporting Requirements for Entities Generating Non-metered Base Credits. 1. 2. 3. Reporting on Clean Fuel Reward Program Implementation. By April 30, the administrator of the Clean Fuel Reward program funded by LCFS credit proceeds shall submit a report to the Executive Officer describing the disposition of LCFS Clean Fuel Reward program funds from the previous calendar year. This report must include: a. b. The monetary value of LCFS credit proceeds received by the Clean Fuel Reward program; and A summary, detailed list, and explanation of administrative costs, including start-up costs, utility overhead costs, and costs for program-related marketing, education, and outreach activities. Holdback Equity Reporting Requirements. EDUs must include a discussion on how their portfolio of holdback credit equity projects is consistent with the findings and recommendations of the Low-Income Barriers Study, Part B: Overcoming Barriers to Clean Transportation Access to Low-Income Residents (Rev. Feb. 21, 2018), incorporated herein by reference. This discussion must include, as applicable, a description of how the projects: support increased access to clean transportation and mobility options; consider, and to the extent feasible, either complement or build upon existing CARB, other State, or local incentive projects to diversify and maximize benefits from statewide investments; demonstrate partnership and support from local community-based organizations; and meet community-identified clean transportation needs.

Section 95483(c)(1)(A)

(A) Base Credits to EDUs. The EDU or its designee is the credit generator for base credits for the portion of residential EV charging assigned to that EDU by the Executive Officer. The EDU may authorize a third party to sell the EDU's credits. The EDU or its designee must meet the requirements set forth in paragraphs 1. through 5. below, and section 95491(e)(5). Within 30 days of the effective date of this subarticle for large and medium IOUs and POUs, or within 30 days of opting into the LCFS program, whichever is later, each large or medium EDU seeking eligibility to generate base credits must demonstrate, by attestation or entrance into any applicable Clean Fuel Reward program (as defined in section 95481(a)) governance agreement, its ability to contribute allocated credits to the Clean Fuel Reward program consistent with CPUC approval of Pacific Gas and Electric's, Southern California Edison's, and San Diego Gas and Electric's filing(s). The Executive Officer may revoke the eligibility of an EDU to generate base credits if it fails to make this required demonstration or if the EDU withdraws or has been removed as a party to the governance agreement. All base credits for any EDU that is not eligible to receive base credits pursuant to this provision will be allocated to the Clean Fuel Reward program pursuant to section 95486.1(c)(1)(A) paragraph 2. An EDU must submit any request to change their base credit generation eligibility status for the Clean Fuel Reward program to the Executive Officer by the September 30 prior to the start of the effective credit generation year. 1. 2. EDUs seeking eligibility to generate base credits must provide rate options that encourage off-peak charging and minimize adverse impacts to the electrical grid; Upon California Public Utilities Commission (CPUC) approval of Pacific Gas and Electric's, Southern California Edison's, and San Diego Gas and Electric's filing(s) to initiate a Clean Fuel Reward program, all opt-in EDUs must contribute a minimum percent of base credits for residential EV charging (or net base credit proceeds), to provide a Clean Fuel Reward funded exclusively by LCFS credit proceeds, as per the contribution tabulated below:

Large Investor-owned Utilities 50%

Large Publicly-owned and Medium Investor owned Utilities 25%

Medium Publicly-owned Utilities 10%

Small Publicly-owned Utilities and Small Investor-owned Utilities 0%

The Executive Officer will review the implementation of any Clean Fuel Reward program, including the actual credit value contribution of each utility to the program, and present a report to the Board by January 1, 2027, with recommendations for further increasing utility contributions to the Clean Fuel Reward program. 3. 4. All proceeds from base credits issued pursuant to section 95486.1(c)(1)(A) paragraph 2, as well as any previously allocated funds for the Clean Fuel Reward by all large and medium EDUs must be contributed to the Clean Fuel Reward program. Administrative costs, excluding start-up costs (those costs associated with setting up the program and incurred prior to issuing rewards), to support any Clean Fuel Reward program funded by LCFS credit proceeds may not exceed 5 percent of LCFS credit proceeds contributed to the Clean Fuel Reward program annually, unless approved in advance by the Executive Officer. a. b. A request to exceed 5 percent administrative costs must be submitted by the administrator of the Clean Fuel Reward program to the Executive Officer by September 30 of the prior year. Request submitted to the Executive Officer must include, and will be evaluated for approval based on, a complete description for why higher administrative costs are necessary, a detailed list of expected administrative costs including a description of all efforts made to obtain competitive rates and minimize costs, and a detailed estimate of expected program proceeds. Within 30 days of receiving a request for higher administrative costs, the Executive Officer will inform the administrator of its decision in writing. If the request is rejected, the Executive Officer will provide a rationale for the decision. If the rejection is due to insufficient information, the administrator may resubmit the request after addressing the deficiencies identified in the Executive Officer decision. Restrictions on Use of Holdback Credits. Documentation of adherence to the following restrictions must be included in the annual report submitted pursuant to section 95491(e)(5)(A). a. Holdback Credit Equity Projects. At least 75 percent of holdback credit annual spending for large and medium investor-owned EDUs and 50 percent of holdback credit annual spending for all other EDUs must be used to support transportation electrification for the primary benefit of or primarily serving disadvantaged communities and/or low-income communities and/or rural areas or low-income individuals eligible under California Alternative Rates for Energy (CARE) or Family Electric Rate Assistance Program (FERA) or the definition of low-income in Health and Safety code section 50093 or the definition of low-income established by a POU's governing body or a community in which at least 75 percent of public school students in the project area are eligible to receive free or reduced-price meals under the National School Lunch Program, or a community located on lands belonging to a state or federally recognized California Indian tribe. If an EDU fails to spend the required percentage

on equity projects in a calendar year, the shortfall of spending, in dollars, will be added to its total equity spending requirement for the following year. These projects may include:

i. Electrification of drayage trucks as well as other medium-, heavy-duty, or off-road vehicles including school and transit buses.

ii. Investment in public EV charging infrastructure and EV charging infrastructure in multi-family residences.

iii. Investment in electric mobility solutions, such as EV sharing and ride hailing programs.

iv. Additional rebates and incentives for low-income individuals beyond existing local, federal and State rebates and incentives for: purchasing or leasing new or previously owned EVs; installing EV charging infrastructure in residences, including panel and service upgrades; and offsetting costs for residential or nonresidential EV charging.

v. Promoting use and additional incentives for use of public transit and other clean mobility solutions, via charging equipment or infrastructure that directly supports the following categories:

    a. I. EV sharing and ride hailing programs,

    b. II. Electrification of public transit and school buses, including battery swap programs, and

    c. III. Use or ownership of neighborhood electric vehicles, eBikes, eScooters, eMotorcycles, and other micromobility solutions.

vi. Re-skilling and workforce development for transportation electrification and electric vehicle infrastructure applications, developed in coordination with the California Workforce Development Board or local workforce development agencies, a community-based organization, or a California Community College.

vii. Investments in grid-side distribution infrastructure necessary for medium- and heavy-duty EV charging.

viii. Transportation electrification projects that are identified in, or consistent with, a Community Emission Reduction Plan created in response to AB 617 (Stats. 2017, ch. 136).

ix. Alternatively, EDUs, in coordination with local environmental justice advocates, local community-based organizations, and local municipalities, may develop and implement other projects that promote transportation electrification in disadvantaged and/or low-income communities and/or rural areas or for low-income individuals. These alternative projects are subject to approval by the Executive Officer, and once approved will be considered a holdback equity project under the LCFS regulation. Applications submitted to the Executive Officer must include, and will be evaluated for approval based on, a complete description of the project, demonstration that the project promotes transportation electrification in disadvantaged and/or low-income communities and/or rural areas or provides increased access to electric transportation for low-income individuals, and evidence that the project was developed in coordination with local environmental justice advocates, local community-based organizations, and local municipalities.

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Arturo Vela, Interim City Manager**

PREPARED BY: **Art Vela, Interim City Manager**

MEETING DATE: **November 12, 2025**

SUBJECT: **Consideration of Resolution 2025-160, Approving a New Purchase Order for GARDA CL West, Inc. to Use During Fiscal Year 2025/2026 and Fiscal Year 2026/2027 for an Amount Not to Exceed $35,000 per year**

RECOMMENDATION:

Adopt Resolution 2025-160

BACKGROUND:

The City of Banning and Garda CL West have been under contract with automatic 1-yr renewals and continue to provide the City with daily armored car services/bank courier services since September 1995. City staff will go out to bid for requests for proposals (RFP) this fiscal year for armored car services/bank courier services. Approving a new purchase order for fiscal year 2025/2026 and fiscal year 2026/2027 ($35,000 per year) will allow staff time to develop and advertise a RFP.

JUSTIFICATION:

Armored car services provide delivery of the city's daily cash deposits. They ensure the safety of City staff and guarantee the funds are credited to city's bank account so finance department may reconcile the bank deposit totals in a timely manner.

FISCAL IMPACT:

These services are annually budgeted in Account 761-3100-480.23-43 which will have sufficient funding in Fiscal Years 2025/2026 and 2026/2027 to cover the expenses.

ALTERNATIVES:

Do not approve Resolution 2025-160 and provide alternative direction to staff. This may result in the City not having armored car services for an undetermined amount of time.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Resolution 2025-160.docx

RESOLUTION 2025-160

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING NEW PURCHASE ORDERS FOR GARDA CL WEST, INC. TO USE DURING FISCAL YEAR 2025/2026 AND FISCAL YEAR 2026/2027 FOR AN AMOUNT NOT TO EXCEED $35,000 PER YEAR

WHEREAS, Garda CL West provides armored truck and bank courier services at City Hall since September 1995 on an automatic 1-yr renewable contract; and

WHEREAS, staff plans to release a request for proposals by the end of fiscal year 2025/2026 to ensure the City is receiving the best value; and

WHEREAS, these services are annually budgeted in Account 761-3100-480.23-43 which will have sufficient funding in Fiscal Years 2025/2026 and 2026/2027 to cover the expenses.

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

SECTION 1. The City Council approves new purchases orders for Garda CL West, Inc. to use during Fiscal Year 2025/2026 and Fiscal Year 2026/2027 for an amount not to exceed $35,000 per year.

SECTION 2. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to this resolution.

SECTION 3. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 12th day of November, 2025.

Sheri Flynn, Mayor
City of Banning

ATTEST:

Sandra Calderon
Acting Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

John Pinkney, City Attorney
Slovak, Baron, Empey, Murphy & Pinkney, LLP

CERTIFICATION:

I, Sandra Calderon, Acting Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-160, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 12th day of November, 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon
Acting Administrative City Clerk
City of Banning, California

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Sandra Calderon, Acting Administrative City Clerk** **Arturo Vela, Interim City Manager**
MEETING DATE:	**November 12, 2025**
SUBJECT:	**Consideration of Resolution 2025-161, Awarding a Professional Services Agreement for the Financial and Financial Forecasting Services to Urban Futures, Inc.**

RECOMMENDATION:

Adopt Resolution 2025-161

BACKGROUND:

The City of Banning is currently facing significant financial challenges and is in the process of updating its books and records to ensure accuracy and compliance. The City is short staffed and in need of specific expertise to assist with critical financial forecasting to develop a sustainable financial plan once the city finances are brought up to date. The services of Urban Futures and Mr. Michael Busch are needed in order to engage in comprehensive financial forecasting, to develop a financial stability plan, to assist with budgeting issues and to guide recovery and long-term sustainability. Mr. Busch is also assisting staff in connection with the Hillwood (Airport) matter and evaluating proposed terms.

Urban Futures, Inc. has been performing work for the City on various matter and Michael Busch, Chief Strategy Officer of Urban Futures, has been the primary representative overseeing these efforts.

In light of the continuing need for these specialized services and the quality of Urban Futures' past performance, staff recommends entering into a formal Professional Services Agreement with Urban Futures, Inc.

JUSTIFICATION:

The proposed Agreement with Urban Futures, Inc. provides for the continuation of essential financial advisory services to the City. The scope of services includes financial forecasting and analysis; advisory support related to major development projects, including those involving significant fiscal considerations such as the Hillwood matter; and as-needed financial consulting services to assist City staff and the City Council in budget and long-range planning efforts.

City staff urgently require assistance in these efforts which involve substantial fiscal implications. The City is presently short-staffed in the areas of finance, budgeting, and long-range financial planning, and immediate professional support is necessary to stabilize operations.

Michael Busch, Chief Strategy Officer of Urban Futures, Inc. (UFI), and his team possess extensive experience assisting public agencies in financial recovery and sustainability initiatives. Mr. Busch has

been actively involved in guiding the City toward financial stability and continues to provide critical expertise during this period of fiscal restructuring. Given the urgent and time-sensitive nature of these needs, the City Manager has waived the competitive requirement pursuant to the City's procurement policies, recognizing that Mr. Busch's qualifications and familiarity with the City's financial circumstances make UFI uniquely positioned to provide the required services without delay. Under the City's procurement policy, Emergencies are defined as those situations where the safety and/or welfare of City residents or employees is at stake and/or immediate purchasing action is required to prevent serious economic or other hardship to the City. When due to the nature of the emergency, it is not possible or it is impractical to follow competitive bidding requirements, these requirements may be waived, by the City Manager or his designee. The policy further provides that Emergency situations include those where the welfare of the City residents are at stake and/or immediate purchasing action is required to prevent serious economic or other hardship to the City; requires a timely decision that must be made to prevent loss of life, damage to property or facilities, or to mitigate an imminent threat to public health, welfare, or safety. The City Manager has determined that this contract falls within the above emergency exception to the purchasing policy and that Urban Futures and Mr. Busch possess unique experience and expertise to assist the City with overcoming current challenges.

The agreement allows both the City and the Consultant to terminate the contract at any time, with or without cause, upon thirty (30) days' written notice. This ensures flexibility for both parties while maintaining continuity of service.

The Agreement establishes an hourly rate of $275, with a total not-to-exceed amount of $100,000.

Failure to engage Urban Futures, Inc. at this time would hinder the preparation of a sustainable financial forecast and plan, and could negatively impact the public welfare by prolonging current fiscal challenges.

FISCAL IMPACT:

The total cost of services under the Agreement shall not exceed $100,000.

ALTERNATIVES:

Do not approve Resolution 2025-161 and provide alternative direction.

BUDGETED?:

No

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. RESOLUTION 2025-161.docx
2. (1) Professional Services Agreement.docx

RESOLUTION 2025-161

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AWARDING A PROFESSIONAL SERVICES AGREEMENT WITH URBAN FUTURES, INC. FOR FINANCIAL AND FINANCIAL FORECASTING SERVICES

WHEREAS, the City of Banning ("City") requires ongoing professional financial advisory services, including financial forecasting, budget analysis, and review of major projects with significant fiscal impact; and

WHEREAS, Urban Futures, Inc., a California corporation ("Consultant"), has been providing the City with professional financial services, including financial analysis and strategic guidance related to development projects and long-range fiscal planning; and

WHEREAS, the City desires to continue utilizing the services of Consultant to provide financial and financial forecasting services, including advisory support related to the financial components of the proposed airport development and other fiscal matters as needed; and

WHEREAS, City staff have prepared a Professional Services Agreement with Urban Futures, Inc., outlining the scope of services, compensation terms, and contract conditions; and

WHEREAS, Under the City's procurement policy, Emergencies are defined as those situations where the safety and/or welfare of City residents or employees is at stake and/or immediate purchasing action is required to prevent serious economic or other hardship to the City. When due to the nature of the emergency, it is not possible or it is impractical to follow competitive bidding requirements, these requirements may be waived, by the City Manager or his designee. The policy further provides that Emergency situations include those where the welfare of the City residents are at stake and/or immediate purchasing action is required to prevent serious economic or other hardship to the City; requires a timely decision that must be made to prevent loss of life, damage to property or facilities, or to mitigate an imminent threat to public health, welfare, or safety. The City Manager has determined that this contract falls within the above emergency exception to the purchasing policy and that Urban Futures and Mr. Busch possess unique experience and expertise to assist the City with overcoming current challenges.

WHEREAS, under the terms of the Agreement, Consultant shall provide services at an hourly rate of **$275.00**, with a total not-to-exceed amount of $100,000.00, and both parties retain the right to terminate the Agreement, with or without cause, upon thirty (30) days' written notice.

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

SECTION 1. The City Council hereby finds that the Professional Services Agreement with Urban Futures, Inc. falls within the above exception to the purchasing policy and approves the

Professional Services Agreement for financial and financial forecasting services in an amount not-to-exceed $100,000.00 for a one-year term, with any amendments or extensions subject to future City Council approval.

SECTION 2. The City Council authorizes the City Manager to execute the Professional Services Agreement and make non-substantive changes to the Agreement, as necessary, to carry out the intent of this Resolution.

SECTION 3. The City Council authorizes the City Manager, or designee, to make any necessary budget adjustments, appropriations, and transfers to implement this Resolution.

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

PASSED, APPROVED, AND ADOPTED this 12th day of November 2025.

_____
Sheri Flynn, Mayor
City of Banning

ATTEST:

_____
Sandra Calderon, Acting Administrative
City Clerk
City of Banning

APPROVED AS TO FORM:

_____
John Pinkney, Acting City Attorney
Slovak Baron Empey Murphy & Pinkney LLP

CERTIFICATION:

I, Sandra Calderon, Acting Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-161, has duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 12th day of November, 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Sandra Calderon, Acting Administrative City Clerk,
City of Banning, California

EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT

(Attached Below)

AGREEMENT FOR PROFESSIONAL SERVICES FOR FINANCIAL AND FINANCIAL FORECASTING SERVICES BY AND BETWEEN CITY OF BANNING AND URBAN FUTURES, INC.

THIS AGREEMENT FOR PROFESSIONAL SERVICES (herein "Agreement") is made and entered into this day: November 12, 2025, ("Effective Date") by and between the **CITY OF BANNING,** a California municipal corporation ("City") and Urban Futures, Inc., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City desires to contract with Consultant to provide consulting services including: financial forecasting services; advising the City in connection with financial components of the proposed airport development in addition to assisting City staff and Council on an as needed basis with other financial consulting services and as further defined and described particularly in Article 1 of this Agreement.

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

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

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

1.2 Contract Documents and Exhibits.

This Agreement includes **Exhibit A** ("Scope of Services") and **Exhibit B** ("Contract Documents") which shall also constitute a part of this Agreement and are incorporated into this Agreement by this reference.

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain and maintain during the term of this Agreement, at its sole cost and expense, all necessary licenses, permits, certificates and approvals required by law for the performance of Services under this Agreement, including a City business license. Consultant shall have the sole obligation to pay for all fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and which arise from or are necessary for Consultant's performance of the Services required by this Agreement. Consultant shall indemnify, defend and hold harmless City, its officers, employees or agents, against all such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Services.

By executing this Agreement, Consultant warrants that Consultant: (i) has thoroughly investigated and considered the Scope of Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities and any difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions existing therein, prior to commencement of Services hereunder. Should Consultant discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder, Consultant shall immediately inform City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer (defined in Section 1.12. A).

1.6 Prevention of Loss and Damages.

Consultant shall adopt reasonable methods during the Term (defined in Section 3.4) to furnish continuous protection to the work product, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Services by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra services beyond that specified in the Scope of Services or to make changes by altering, adding to or deducting from the Services. No such extra services may be undertaken unless a written order is first given by the Contract Officer to Consultant, which written order incorporates therein an adjustment in (i) the Contract Sum (as defined in Section 2.1), and/or (ii) the Schedule of Performance, (as defined in Section 3.2), and which written order is approved in writing by Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum, or $25,000, whichever is less; or in the Schedule of Performance of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to Services which are specifically set forth in the Scope of Services or which are reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the Services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.9 Facilities and Equipment.

Except as otherwise provided, Consultant shall, at its own cost and expense, provide all facilities and equipment necessary to perform the Services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space ("City Facilities"), as City deems, in its sole discretion, to be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to a computer, long distance telephone, network data, internet or other communication charges, vehicles and reproduction facilities.

1.10 Corrections.

In addition to the indemnification obligations set forth in Article 4, and Sections 1.4, 1.13, 5.3, 5.4, and 6.3, Consultant shall correct, at its expense, all errors in the Services which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction(s) in a reasonably timely manner, such correction(s) may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction(s) from any retention amount held by City, or may withhold

payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction(s), as provided in Section 6.3.

1.11 Party Representatives.

A. Contract Officer: For the purposes of this Agreement, the Contract Officer shall be the City Manager, or such other person designated in writing by the City Manager ("Contract Officer"). Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of City required hereunder to carry out the terms of this Agreement.

B. Principals and Personnel of Consultant.

1) Consultant Representative: The following principal of Consultant is hereby designated as being the Consultant Representative authorized to act on Consultant's behalf regarding the Services specified herein and make all decisions in connection therewith:

Name	Title
Michael Busch	Chief Strategy Officer

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Consultant Representative were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing Consultant Representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Consultant Representative. For purposes of this Agreement, the foregoing Consultant Representative may not be replaced nor may their responsibilities be substantially reduced or reassigned by Consultant without the express written approval of City. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the Services, and Consultant shall refer any decisions which must be made by City to the Contract Officer.

2) Consultant's Personnel: Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified to perform such Services. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and sub-contractors, if any, assigned to perform the Services required under this Agreement. Consultant shall notify City of all changes in Consultant's staff and sub-contractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such performance. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires to reassign any staff or sub-contractor of Consultant, City shall give notice as set forth in Section 8.1. Consultant shall, immediately upon the receipt of the notice to re-assign staff from City, reassign such person or persons.

1.12 Independent Contractor.

A. Consultant is an independent contractor and not an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. All Services provided pursuant to this Agreement shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services. Any additional personnel performing Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

B. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Consultant's personnel practices. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section.

1.13 Prohibition Against Subcontracting or Assignment.

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

1.14 Debarment or Suspension.

Consultant represents and warrants that, as of the Effective Date of this Agreement, Consultant is not debarred or suspended pursuant to any applicable Federal or State law providing for the debarment of contractors. Consultant shall not perform the Services with any subcontractor that has been debarred or suspended pursuant to any applicable Federal or State law providing for the debarment. Consultant and its subcontractors shall not be debarred or suspended throughout the Term of this Agreement pursuant to any applicable Federal or State law providing for the

debarment of contractors. If Consultant or any subcontractor becomes debarred or suspended during the Term of this Agreement, Consultant shall immediately notify City.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, as full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rate of Two-Hundred Seventy Five Dollars ($275.00). In no event shall Consultant be paid more than One-Hundred Thousand Dollars ($100,000.00)(the "Contract Sum"). The Contract Sum shall include the attendance of Consultant at all meetings reasonably deemed necessary by City.

2.2 Reimbursable Expenses.

City shall reimburse Consultant for actual and necessary expenses. Reimbursable expenses may include reimbursement for actual and necessary expenditures for travel expenses approved by the Contract Officer in advance.

2.3 Invoices.

Consultant shall furnish to City an original invoice for all Services performed and expenses incurred during the preceding month. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. Consultant shall not invoice City for any duplicate Services performed by more than one person.

City shall independently review each invoice submitted by Consultant to determine whether the Services performed and expenses incurred are in compliance with the provisions of this Agreement. City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice, except as to any charges for Services performed or expenses incurred by Consultant which are disputed by City. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City of any invoice provided by Consultant shall not constitute waiver of any rights or remedies provided herein or any applicable law.

2.4 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

3.2 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant. Such unforeseeable consequences include, but are not restricted to, acts of God or public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified, subject to the provisions of Section 1.8. The Contract Officer's determination (or the City Council's determination, in the event the period of enforced delay exceeds the period specified in Section 1.8) shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against City for any delay in the performance of this Agreement, however caused; Consultant's sole remedy shall be the extension of the Agreement pursuant to this Section.

3.3 Term.

The Term of this Agreement shall be from the Effective Date and shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, unless sooner terminated as provided in Article 6 of this Agreement or extended as provided in Sections 1.8 and 3.2 of this Agreement. Maximum term and any subsequent amendment or modification shall not exceed five (5) years.

ARTICLE 4. INSURANCE AND INDEMNIFICATION

4.1 Minimum Scope and Limits of Insurance.

Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

A. Commercial General Liability Insurance with a minimum limit of $2,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of $4,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its

managers, members, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

B. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of $1,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy.

C. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of $1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required; however, Consultant shall execute a declaration that it has no employees.

D. Professional Liability/Errors and Omissions Insurance with minimum limits of $1,000,000.00 per claim and in the aggregate.

4.2 Acceptability of Insurers.

The insurance policies required under this Article shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Article.

4.3 Additional Insured.

The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

4.4 Primary and Non-Contributing.

The insurance policies required under this Article shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

4.5 Consultant's Waiver of Subrogation.

The insurance policies required under this Article shall not prohibit Consultant and Consultant's employees, agents or sub-contractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

4.6 Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured

retentions with respect to City; or Consultant shall procure a bond guaranteeing payment of losses and expenses.

4.7 Cancellations or Modifications to Coverage.

Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Article during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Article is canceled or reduced in coverage or limits, Consultant shall, within two (2) Business Days (as defined in Section 8.12) of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

4.8 City Remedy for Noncompliance.

If Consultant does not maintain the policies of insurance required under this Article in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Article, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City, or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

4.9 Evidence of Insurance.

Prior to the performance of Services under this Agreement, Consultant shall furnish the City Clerk with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Article. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with the City Clerk. Consultant shall provide proof to the City Clerk that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

4.10 Indemnity Requirements not Limiting.

Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under this Agreement.

4.11 Sub-contractor Insurance Requirements.

Consultant shall require each of its sub-contractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Article.

4.12 Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnification of City.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, sub-contractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2.

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Article from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's sub-contractor, its officers, agents, servants, employees, sub-contractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's sub-contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Article, or any other provision of this Agreement, shall not be limited

by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Article shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Article shall survive the expiration or termination of this Agreement.

ARTICLE 5. RECORDS, REPORTS, AND RELEASE OF INFORMATION

5.1 Service Records.

Consultant shall keep, and require sub-contractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and Services performed hereunder (the "Service Records"), as shall be necessary to perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services. Any and all such Service Records shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such Service Records at all times during normal business hours of City, including the right to inspect, copy, audit and make copies and transcripts from such Service Records. Such Service Records shall be maintained for a period of three (3) years following completion of the Services hereunder, and City shall have access to such Service Records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the Service Records may be given to City, and access shall be provided by Consultant's successor in interest ("Consultant's Successor"). If custody of the Service Records is given to Consultant's Successor, Consultant shall give written notice to City of the transfer of the Service Records to Consultant's Successor. The notice shall include contact information (address and telephone number) for Consultant's Successor, and access shall be provided to City by Consultant's Successor.

5.2 Reports.

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

5.3 Ownership of Documents.

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

5.4 Confidentiality and Release of Information.

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

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

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

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub-contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any Party regarding this Agreement and the Services performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite the response.

ARTICLE 6. ENFORCEMENT OF AGREEMENT AND TERMINATION

6.1 California Law.

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

6.2 Disputes; Default.

A. In the event that City determines Consultant is in default under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any Services performed after the date of default. In addition to the provisions of Section 4.8, and the right to terminate pursuant to Section 6.7, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City may serve Consultant with written notice of the default. Consultant shall have ten (10) calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

B. In the event of termination pursuant to this Section, City may take over the Services and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed City as provided in Section 6.3.

6.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement): (i) any payment amount of which may be in dispute hereunder or which is necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, (ii) all amounts retained pursuant to the provisions of Section 4.8, (iii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement, and (iv) all payments due or that become due to Consultant during the period that Consultant or any of its sub-contractors fail to maintain any required insurance in full force and effect, until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City, as provided in Section 4.9, above. In the event that any claim is made by a third party, the amount or validity of which is

disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein.

6.4 Waiver.

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

6.5 Rights and Remedies are Cumulative.

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

6.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant must file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action against City under this Agreement.

6.7 Termination Prior to Expiration of Term.

This Article 6 shall govern any termination of this Agreement except as specifically provided in Section 6.2 for termination for default of Consultant. City and Consultant shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party, except that where termination is due to the fault of Consultant or City, the period of notice may be a shorter time as may be determined by the Contract Officer of City or Consultant's Representative. Upon receipt of any notice of termination, Consultant shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Except where Consultant has initiated termination, Consultant shall be entitled to compensation for all Services rendered prior to the effective date of the notice of termination and for any Services authorized by the Contract Officer thereafter in accordance with the Contract Documents or such as may be approved by the Contract Officer, except as provided in Section 6.3.

In the event Consultant has initiated termination, Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 6.2.

6.8 Attorneys' Fees.

In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorney's fees on any appeal, and in addition the Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 7. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

7.1 Non-liability of City Officers and Employees.

No officer or employee of City shall be personally liable to Consultant, or Consultant's Successor, in the event of any default or breach by City or for any amount which may become due to Consultant or Consultant's Successor, or for breach of any obligation of the terms of this Agreement.

7.2 Conflict of Interest.

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

No officer or employee of City shall have any direct or indirect financial interest in this Agreement within the scope of Government Code section 1090, nor shall any such officer or employee make, participate in making, or use his or her official position to influence, any City decision relating to the Agreement which has a material financial effect on his or her financial interests or the financial interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given, and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Consultant and its officers, employees, associates and sub-contractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's Services

under this Agreement, including the Political Reform Act (Gov. Code § 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar services for other clients; but Consultant and its officers, employees, associates and sub-contractors shall not, without the Contract Officer's prior written approval, perform services for another person or entity for whom Consultant is not currently performing services that would require Consultant or one of its officers, employees, associates or sub-contractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

7.3 Covenant Against Discrimination.

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

7.4 Unauthorized Aliens.

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

ARTICLE 8. MISCELLANEOUS PROVISIONS

8.1 Notices.

Any notice, demand, request, document, consent, approval, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on confirmed delivery by courier service or overnight delivery service during Consultant's and City's regular business hours; or (b) three (3) Business Days after deposit in the United States mail, by certified or registered mail, and addressed to the Party to be notified as set forth below:

If to City

City Manager
City of Banning
99 East Ramsey Street
Banning, California 92220

With a courtesy copy to:	John Pinkney, Acting City Attorney Slovak Baron Empey Murphy & Pinkney LLP 74774 CA-111 Indian Wells, CA 92210 Email: pinkney@sbemp.com
If to Consultant:	Attn: Michael Busch Chief Strategy Officer Urban Futures, Inc. 1470 Maria Lane, STE 315 Walnut Creek, CA, 94596 Email: michaelb@urbanfuturesinc.com

8.2 Interpretation.

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

8.3 Counterparts.

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

8.4 Integration; Amendment.

This Agreement, and all exhibits referred to in this Agreement, constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. No amendment to or modification of this Agreement, nor any provision or breach hereof waived, shall be valid unless made in writing and approved by Consultant and by City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

8.5 Severability.

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

8.6 Mutual Cooperation.

A. City's Cooperation. City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

8.7 No Third Party Beneficiaries Intended.

This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

8.8 Final Payment Acceptance Constitutes Release.

The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's Services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, sub-contractors and agents for the accuracy and competency of the information provided and/or Services performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the Services prepared by Consultant, its employees, sub-contractors and agents.

8.9 Non-Appropriation of Funds.

Payments to be made to Consultant by City for Services performed within the current fiscal year which are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Consultant's Services beyond the current fiscal year, this Agreement shall cover payment for Consultant's Services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

8.10 Headings.

The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

8.11 Word Usage.

Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

8.12 Business Days.

"Business Days" refers to days that the Banning City Hall is open for business.

8.13 Corporate Authority.

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

8.14 Electronic Signatures.

Each Party may adopt as its signature an electronic identification consisting of a symbol or code that is affixed to or contained in each document transmitted by such Party ("electronic signature"). The Parties hereto herby agree that electronic signatures are acceptable, shall have the same force and effect under the law as original wet signatures, and shall be sufficient to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF BANNING

Arturo Vela, Date
Interim City Manager

ATTEST:

Sandra Calderon Date
Acting Administrative City Clerk

APPROVED AS TO FORM:
Slovak Baron Empey Murphy & Pinkney LLP

John Pinkney Date
City Attorney

CONSULTANT

NAME: Date
TITLE:

NAME: Date
TITLE:

Tax ID No.

Address:

City Council Approval: _____

NOTE: PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

EXHIBIT "A"
SCOPE OF SERVICES

Consultant will provide consulting services including: financial forecasting services; advising the City in connection with financial components of the proposed airport development in addition to assisting City staff and Council on an as needed basis with other financial consulting services.

EXHIBIT "B"
CONTRACT DOCUMENTS

Compensation:

$275.00 Per Hour

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Brandon Robinson, Electrical Engineering Supervisor** **Fred Lyn, Deputy Electric Utility Director**
MEETING DATE:	**November 12, 2025**
SUBJECT:	**Consideration of Resolution 2025-162, Approving the Professional Services Agreement with Richard Heath & Associates, Inc. for Solar Photovoltaic and Energy Assessment Services**

RECOMMENDATION:

Adopt of Resolution 2025-162

BACKGROUND:

The City of Banning Electric Utility (BEU) for many years had the benefit of participating in professional services agreements through the Southern California Public Power Authority (SCPPA) at the request of, and on the behalf of, its members through the use the use of Public Benefit Funds. The scope of services performed through these professional services agreements included the exchange of information regarding energy efficiency, assessment of renewable energy projects such as solar photovoltaic (PV) and battery storage installations, research and development programs and low-income assistance services.

BEU has executed task orders with SCPPA for the use of solicited vendors to complete power quality and solar PV assessments for City owned facilities and City electric customers' properties including, but not limited to the following: roof-mounted systems, ground mounted systems, and parking structures. These vendors have also completed several energy audits for BEU's residential customers, businesses and the Banning Unified School District.

In an effort to continue support for distributed energy resource (DER) review and development, power quality, and other energy assessments services, BEU solicited a Request for Proposal (RFP) for Solar Photovoltaic and Energy Assessment Services on August 8, 2025. On September 11, 2025, the City received a total of five (5) proposals for the contract services. Following a careful review of the proposals by a selection committee, there was consensus that Richard Heath & Associates (RHA) should be recommended for contract award.

JUSTIFICATION:

BEU has utilized contracted services to complete solar PV plan check and other energy related assessments as a public benefit to BEU customers for several years. This function allows BEU to execute review and approval of DER projects in a streamlined and timely manner.

In addition to many mandated electric utility reporting and regulatory requirements, California Assembly Bill 723 (2011) requires municipal electric utilities to collect revenues for the following Public Benefit Programs:

- Cost-effective demand-side management services to promote energy efficiency and energy conservation.
- New investments in renewable energy resources and technologies consistent with existing statutes and regulations which promote those resources and technologies.
- Research, development and demonstration programs for the public interest to advance science or technology which is not adequately provided by competitive and regulated markets.
- Services provided for low-income electricity customers, including but not limited to, targeted energy efficiency services and rate discounts.

Several of the services listed within this contract will be eligible for completion through the use of BEU Public Benefit funds.

FISCAL IMPACT:

Staff recommends approval and adoption of the Professional Service Agreement with Richard Heath & Associates, Inc (RHA) in the amount of $60,000 for one (1) year, with the option of four (4) additional one-year extensions.

The fiscal impacts of this one-year agreement are as follows:

- $25,000 to complete solar PV and energy assessment related services as a public benefit to BEU customers as requested. Funds for this task are available in the Public Benefit Fund account 675-7020-473.33-25.
- $35,000 to complete solar PV and energy assessment related services for City projects and other related initiatives. Funds for this task shall be appropriated from the Electric Fund to Professional Services account 670-7000-473.33-11.

ALTERNATIVES:

Reject award to RHA and all other bids and provide alternative direction.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. 2025-162_Reso_Solar___Energy.docx
2. Professional_Services_Agreement_Template_with_Prevailing_Wage_-_provided_by_RWG_4-24-23 (14).docx
3. RFP 25-107_w Addendum 2.pdf
4. Proposal_to_the_City_of_Banning_-_Solar_PV_and_Energy_Assessments.pdf
5. Proposal_to_the_City_of_Banning_-_Solar_PV_and_Energy_Assessments_-_Pricing (1).pdf

RESOLUTION 2025-162

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH RICHARD HEATH & ASSOCIATES, INC. IN THE AMOUNT OF $60,000 FOR SOLAR PHOTOVOLTAIC AND ENERGY ASSESSMENT SERVICES

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

WHEREAS, the City of Banning Electric Utility ("BEU") for many years has participated in Professional Services Agreements through Southern California Public Power Authority ("SCPPA") at the request of, and on the behalf of, its members thru the use the use of Public Benefit Funds. These services include the exchange of information regarding energy efficiency, assessment of renewable energy projects such as solar PV and battery installations, research, and development programs and low-income services; and

WHEREAS, staff solicited a Request for Proposal ("RFP") on August 8, 2025 to procure Solar Photovoltaic and Energy Assessment Services through the City's procurement process; and

WHEREAS, following a careful review of the proposals by an evaluation committee, there was consensus that Richard Heath & Associates, Inc. ("RHA") should be recommended for contract award; and

WHEREAS, the City intends to award the initial contract with RHA in the amount of $60,000: $25,000 to complete solar PV and energy assessment related services as a public benefit to utility customers and $35,000 to complete solar PV and energy assessment related services for City projects and future initiatives; and

WHEREAS, funds to complete up to $25,000 of services for public benefit are available in the Public Benefit Fund annually in Account 675-7020-473.33-25, and funds to complete up to $35,000 of services assessing City-led projects and initiatives shall be appropriated (and later budgeted in future budgets) from the Electric Fund to Professional Services account 670-7000-473.33-11.

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

SECTION 1. The City Council approves the MSA with Richard Heath & Associates, Inc. in an amount with a total not-to-exceed $60,000 for one (1) year and subsequent amendments to extend the Agreement for up to four (4) additional one-year terms for $60,000 per year.

SECTION 2. The City Council authorizes the City Manager to make non-substantive changes to the Amendment and to execute the Amendment with Richard Heath & Associates, Inc. on behalf of the City Council.

SECTION 3. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to this resolution.

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

PASSED, APPROVED AND ADOPTED this 12th day of November, 2025.

Sheri Flynn, Mayor
City of Banning

ATTEST:

Sandra Calderon, Acting Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

John Pinkney, City Attorney
Slovak, Baron, Empey, Murphy & Pinkney, LLP

CERTIFICATION:

I, Sandra Calderon, Acting Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-162 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 12th day of November, 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Acting Administrative City Clerk
City of Banning, California

EXHIBIT A
Agreement

AGREEMENT FOR PROFESSIONAL SERVICES (C00###) FOR ENTER CONTRACT TITLE BY AND BETWEEN CITY OF BANNING AND ENTER COMPANY NAME

THIS AGREEMENT FOR PROFESSIONAL SERVICES (herein "Agreement") is made and entered into this day: _____, ("Effective Date") by and between the **CITY OF BANNING,** a California municipal corporation ("City") and Enter Consultant Name, a California Corporation, Limited Liability Company, ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought by a proposal in response to RFP # for the performance of the services for Insert services and as further defined and described particularly in Article 1 of this Agreement.

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

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

D. Pursuant to the City of Banning's Municipal Code, City has authority to enter into this Agreement.

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the "Scope of Services" attached hereto as **Exhibit A** and incorporated herein by this reference, which services may be referred to herein as the "Services" hereunder. As a material inducement to City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the Services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. Consultant covenants that it shall follow the highest professional standards in performing the Services required hereunder and that all materials will be of good quality, and fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional

standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contract Documents and Exhibits.

This Agreement includes the Request for Proposal and Consultant's accepted proposal ("Contract Documents"), both of which are on file with the City and incorporated herein by this general reference as though fully set forth herein. **Exhibit A** (Scope of Services), **Exhibit B** (Special Requirements), **Exhibit C** (Schedule of Compensation), and **Exhibit D** (Schedule of Performance) also constitute a part of this Agreement and are incorporated into this Agreement by this reference. Except as set forth in Section 1.10 regarding **Exhibit B**, this Agreement controls over the Contract Documents and the provisions in **Exhibits A, B** and **C**.

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain and maintain during the term of this Agreement, at its sole cost and expense, all necessary licenses, permits, certificates and approvals required by law for the performance of Services under this Agreement, including a City business license. Consultant shall have the sole obligation to pay for all fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and which arise from or are necessary for Consultant's performance of the Services required by this Agreement. Consultant shall indemnify, defend and hold harmless City, its officers, employees or agents, against all such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Services.

By executing this Agreement, Consultant warrants that Consultant: (i) has thoroughly investigated and considered the Scope of Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities and any difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions existing therein, prior to commencement of Services hereunder. Should Consultant discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder, Consultant shall immediately inform City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer (defined in Section 1.12. A).

1.6 Prevention of Loss and Damages.

Consultant shall adopt reasonable methods during the Term (defined in Section 3.4) to furnish continuous protection to the work product, and the equipment, materials, papers,

documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Services by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra services beyond that specified in the Scope of Services or to make changes by altering, adding to or deducting from the Services. No such extra services may be undertaken unless a written order is first given by the Contract Officer to Consultant, which written order incorporates therein an adjustment in (i) the Contract Sum (as defined in Section 2.1), and/or (ii) the Schedule of Performance, (as defined in Section 3.2), and which written order is approved in writing by Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum, or $25,000, whichever is less; or in the Schedule of Performance of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to Services which are specifically set forth in the Scope of Services or which are reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the Services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.9 Facilities and Equipment.

Except as otherwise provided, Consultant shall, at its own cost and expense, provide all facilities and equipment necessary to perform the Services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space ("City Facilities"), as City deems, in its sole discretion, to be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to a computer, long distance telephone, network data, internet or other communication charges, vehicles and reproduction facilities.

1.10 Special Requirements.

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

1.11 Corrections.

In addition to the indemnification obligations set forth in Article 4, and Sections 1.4, 1.13, 5.3, 5.4, and 6.3, Consultant shall correct, at its expense, all errors in the Services which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction(s) in a reasonably timely manner, such correction(s) may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction(s) from any retention amount held by City, or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction(s), as provided in Section 6.3.

1.12 Party Representatives.

A. Contract Officer: For the purposes of this Agreement, the Contract Officer shall be the City Manager, or such other person designated in writing by the City Manager ("Contract Officer"). Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of City required hereunder to carry out the terms of this Agreement.

B. Principals and Personnel of Consultant.

1) Consultant Representative: The following principal of Consultant is hereby designated as being the Consultant Representative authorized to act on Consultant's behalf regarding the Services specified herein and make all decisions in connection therewith:

Name	Title
[Name]	[Title]

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Consultant Representative were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing Consultant Representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Consultant Representative. For purposes of this Agreement, the foregoing Consultant Representative may not be replaced nor may their responsibilities be substantially reduced or reassigned by Consultant without the express written approval of City. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the Services, and Consultant shall refer any decisions which must be made by City to the Contract Officer.

2) Consultant's Personnel: Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified to perform such Services. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and sub-contractors, if any, assigned to perform the Services required under this Agreement.

Consultant shall notify City of all changes in Consultant's staff and sub-contractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such performance. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires to reassign any staff or sub-contractor of Consultant, City shall give notice as set forth in Section 8.1. Consultant shall, immediately upon the receipt of the notice to re-assign staff from City, reassign such person or persons.

1.13 Independent Contractor.

A. Consultant is an independent contractor and not an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. All Services provided pursuant to this Agreement shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services. Any additional personnel performing Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

B. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Consultant's personnel practices. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section.

1.14 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, the Consultant Representative and employees were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this

Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, as full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rates set forth in the "Schedule of Compensation" attached hereto as **Exhibit C** and incorporated herein by this reference. In no event shall Consultant be paid more than $[Numerical Amount] (the "Contract Sum"). The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by City. Coordination of the performance of the Services with City is a critical component of the Services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending those meetings.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

City shall only reimburse Consultant for those actual and necessary expenses expressly set forth in **Exhibit C**. Reimbursable expenses may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual sub-contractor expenses of an approved sub-contractor pursuant to Section 1.14, and only if specified in the Schedule of Compensation.

2.4 Unauthorized Services and Expenses.

City will not pay for any Services or reimburse for any expenses incurred which are not specified in the Scope of Services, unless authorized in writing as set forth in Section 1.8 of this Agreement. City shall make payment for such authorized additional Services and expenses in accordance with Article 2 of this Agreement.

2.5 Invoices.

Each month Consultant shall furnish to City an original invoice for all Services performed and expenses incurred during the preceding month. Each such invoice shall contain all of the information set forth in Section III of **Exhibit C** to this Agreement. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the

Agreement. Consultant shall not invoice City for any duplicate Services performed by more than one person.

City shall independently review each invoice submitted by Consultant to determine whether the Services performed and expenses incurred are in compliance with the provisions of this Agreement. City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice, except as to any charges for Services performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 6.3. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City of any invoice provided by Consultant shall not constitute waiver of any rights or remedies provided herein or any applicable law.

2.6 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the "Schedule of Performance" attached hereto as **Exhibit D** and incorporated herein by this reference.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant. Such unforeseeable consequences include, but are not restricted to, acts of God or public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified, subject to the provisions of Section 1.8. The Contract Officer's determination (or the City Council's determination, in the event the period of enforced delay exceeds the period specified in Section 1.8) shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant

be entitled to recover damages against City for any delay in the performance of this Agreement, however caused; Consultant's sole remedy shall be the extension of the Agreement pursuant to this Section.

3.4 Term.

The Term of this Agreement shall be from the Effective Date through [Month] [Day], [Year], OR (shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof,unless sooner terminated as provided in Article 6 of this Agreement or extended as provided in Sections 1.8 and 3.3 of this Agreement. Maximum term and any subsequent amendment or modification shall not exceed five (5) years.

ARTICLE 4. INSURANCE AND INDEMNIFICATION

4.1 Minimum Scope and Limits of Insurance.

Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

A. Commercial General Liability Insurance with a minimum limit of $1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of $2,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, members, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

B. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of $1,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy.

C. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of $1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required; however, Consultant shall execute a declaration that it has no employees.

D. Professional Liability/Errors and Omissions Insurance with minimum limits of $1,000,000.00 per claim and in the aggregate.

4.2 Acceptability of Insurers.

The insurance policies required under this Article shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest

edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Article.

4.3 Additional Insured.

The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

4.4 Primary and Non-Contributing.

The insurance policies required under this Article shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

4.5 Consultant's Waiver of Subrogation.

The insurance policies required under this Article shall not prohibit Consultant and Consultant's employees, agents or sub-contractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

4.6 Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City; or Consultant shall procure a bond guaranteeing payment of losses and expenses.

4.7 Cancellations or Modifications to Coverage.

Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Article during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Article is canceled or reduced in coverage or limits, Consultant shall, within two (2) Business Days (as defined in Section 8.12) of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

4.8 City Remedy for Noncompliance.

If Consultant does not maintain the policies of insurance required under this Article in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Article, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City, or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

4.9 Evidence of Insurance.

Prior to the performance of Services under this Agreement, Consultant shall furnish the City Clerk with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Article. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with the City Clerk. Consultant shall provide proof to the City Clerk that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

4.10 Indemnity Requirements not Limiting.

Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under this Agreement.

4.11 Sub-contractor Insurance Requirements.

Consultant shall require each of its sub-contractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Article.

4.12 Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnification of City.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, sub-contractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2.

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Article from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's sub-contractor, its officers, agents, servants, employees, sub-contractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's sub-contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Article, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Article shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Article shall survive the expiration or termination of this Agreement.

ARTICLE 5. RECORDS, REPORTS, AND RELEASE OF INFORMATION

5.1 Service Records.

Consultant shall keep, and require sub-contractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and Services performed hereunder (the "Service Records"), as shall be necessary to perform the Services required by this Agreement and enable the Contract Officer

to evaluate the performance of such Services. Any and all such Service Records shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such Service Records at all times during normal business hours of City, including the right to inspect, copy, audit and make copies and transcripts from such Service Records. Such Service Records shall be maintained for a period of three (3) years following completion of the Services hereunder, and City shall have access to such Service Records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the Service Records may be given to City, and access shall be provided by Consultant's successor in interest ("Consultant's Successor"). If custody of the Service Records is given to Consultant's Successor, Consultant shall give written notice to City of the transfer of the Service Records to Consultant's Successor. The notice shall include contact information (address and telephone number) for Consultant's Successor, and access shall be provided to City by Consultant's Successor.

5.2 Reports.

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

5.3 Ownership of Documents.

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

5.4 Confidentiality and Release of Information.

A. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the

public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

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

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

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub-contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any Party regarding this Agreement and the Services performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite the response.

ARTICLE 6. ENFORCEMENT OF AGREEMENT AND TERMINATION

6.1 California Law.

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

6.2 Disputes; Default.

A. In the event that City determines Consultant is in default under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any Services performed after the date of default. In addition to the provisions of Section 4.8, and the right to terminate pursuant to Section 6.7, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City may serve Consultant with written notice of the default. Consultant shall have ten (10) calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance.

In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

B. In the event of termination pursuant to this Section, City may take over the Services and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed City as provided in Section 6.3.

6.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement): (i) any payment amount of which may be in dispute hereunder or which is necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, (ii) all amounts retained pursuant to the provisions of Section 4.8, (iii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement, and (iv) all payments due or that become due to Consultant during the period that Consultant or any of its sub-contractors fail to maintain any required insurance in full force and effect, until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City, as provided in Section 4.9, above. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein.

6.4 Waiver.

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

6.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party

of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

6.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant must file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action against City under this Agreement.

6.7 Termination Prior to Expiration of Term.

This Article 6 shall govern any termination of this Agreement except as specifically provided in Section 6.2 for termination for default of Consultant. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of Consultant, the period of notice may be a shorter time as may be determined by the Contract Officer. In addition, Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of City, the period of notice may be a shorter time as Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Except where Consultant has initiated termination, Consultant shall be entitled to compensation for all Services rendered prior to the effective date of the notice of termination and for any Services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 6.3. In the event Consultant has initiated termination, Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 6.2.

6.8 Attorneys' Fees.

In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorney's fees on any appeal, and in addition the Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 7. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

7.1 Non-liability of City Officers and Employees.

No officer or employee of City shall be personally liable to Consultant, or Consultant's Successor, in the event of any default or breach by City or for any amount which may become due to Consultant or Consultant's Successor, or for breach of any obligation of the terms of this Agreement.

7.2 Conflict of Interest.

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

No officer or employee of City shall have any direct or indirect financial interest in this Agreement within the scope of Government Code section 1090, nor shall any such officer or employee make, participate in making, or use his or her official position to influence, any City decision relating to the Agreement which has a material financial effect on his or her financial interests or the financial interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given, and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Consultant and its officers, employees, associates and sub-contractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar services for other clients; but Consultant and its officers, employees, associates and sub-contractors shall not, without the Contract Officer's prior written approval, perform services for another person or entity for whom Consultant is not currently performing services that would require Consultant or one of its officers, employees, associates or sub-contractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

7.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed, and that employees

are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry, or other protected class.

7.4 Unauthorized Aliens.

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

ARTICLE 8. MISCELLANEOUS PROVISIONS

8.1 Notices.

Any notice, demand, request, document, consent, approval, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on confirmed delivery by courier service or overnight delivery service during Consultant's and City's regular business hours; or (b) three (3) Business Days after deposit in the United States mail, by certified or registered mail, and addressed to the Party to be notified as set forth below:

If to City	Attn: _____ City's Contract Officer City of Banning 99 East Ramsey Street Banning, California 92220 Email: _____
With a courtesy copy to:	Serita R. Young, City Attorney Richards, Watson & Gershon 350 South Grand Avenue, 37th Floor Los Angeles, California 90071 Email: SYoung@rwglaw.com
If to Consultant:	Attn: [Name] [Title] [Company Name] [Street Address] [City, State, Zip] Email: [Email Address]

8.2 Interpretation.

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

8.3 Counterparts.

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

8.4 Integration; Amendment.

This Agreement, and all exhibits referred to in this Agreement, constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. No amendment to or modification of this Agreement, nor any provision or breach hereof waived, shall be valid unless made in writing and approved by Consultant and by City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

8.5 Severability.

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

8.6 Mutual Cooperation.

A. City's Cooperation. City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

8.7 No Third Party Beneficiaries Intended.

This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

8.8 Final Payment Acceptance Constitutes Release.

The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's Services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, sub-contractors and agents for the accuracy and competency of the information provided and/or Services performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the Services prepared by Consultant, its employees, sub-contractors and agents.

8.9 Non-Appropriation of Funds.

Payments to be made to Consultant by City for Services performed within the current fiscal year which are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Consultant's Services beyond the current fiscal year, this Agreement shall cover payment for Consultant's Services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

8.10 Headings.

The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

8.11 Word Usage.

Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

8.12 Business Days.

"Business Days" refers to days that the Banning City Hall is open for business.

8.13 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that (i): such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver

this Agreement on behalf of that Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which that Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

8.14 Electronic Signatures.

Each Party may adopt as its signature an electronic identification consisting of a symbol or code that is affixed to or contained in each document transmitted by such Party ("electronic signature"). The Parties hereto herby agree that electronic signatures are acceptable, shall have the same force and effect under the law as original wet signatures, and shall be sufficient to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF BANNING		CONSULTANT	
Douglas Schulze, City Manager	Date	NAME: TITLE:	Date
		NAME: TITLE:	Date
ATTEST:			
		Tax ID No.	
Caroline Patton Administrative City Clerk	Date	Address:	

NOTE: PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

EXHIBIT "A"
SCOPE OF SERVICES

I. **Consultant will perform the following Services in connection with providing [Insert Services to be Completed] prepared in connection therewith:**

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

III. In addition to the requirements of Parts I and II of this Scope of Services, during the performance of the Services, Consultant will keep City appraised through periodic status reports regarding the performance of the Services under this Agreement as set forth below and in Section 5.2, by the following means:

a. In-person meetings and/or teleconferences.

b. Email updates/questions to applicant team and City while reviews are underway.

c. Conference calls.

IV. All work product is subject to review and acceptance by City. If the City determines that any work product is unacceptable, for any reason, it must be revised by Consultant without additional charge to City until found satisfactory and accepted by City.

EXHIBIT "B"
SPECIAL REQUIREMENTS

TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Consultant acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works," Consultant shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Consultant shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Consultant shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Consultant and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Consultant or any subcontractor ceases to be registered with DIR at any time during the duration of the project, Consultant shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Consultant's Services are subject to compliance monitoring and enforcement by DIR. Consultant shall post job site notices, as prescribed by DIR regulations.

5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

6. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to City, forfeit $200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

7. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

8. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Consultant shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. The Consultant and Subcontractors shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If the Consultant or any subcontractor becomes debarred or suspended during the duration of the project, the Consultant shall immediately notify City.

10. Consultant acknowledges that eight hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to City, forfeit $25.00 for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
>
> **Date_____ Signature_____**

12. For every subcontractor who will perform work on the project, Consultant shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including, without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks ("Tasks") at the following rates as attached as Exhibit C-1:

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

III. City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the Services performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved sub-contractor labor, supplies, equipment, materials, and travel properly charged to the Services.

EXHIBIT "C-1"
CONSULTANT'S BILLING RATE AND TASK SCHEDULE

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services timely, and deliver the specified tangible work products to City in accordance with the schedule attached as Exhibit D-1.

II. The Contract Officer may approve extensions for performance of the Services in accordance with Sections 1.8 and 3.3.

III. EXHIBIT "D-1"
PROPOSED PROJECT SCHEDULE

1. Notice

REQUEST FOR PROPOSALS (RFP)

RFP-25-107 Solar Photovoltaic & Energy Assessment Services

Dear Proposers:

The City of Banning (hereinafter referred to as the "City") is requesting proposals from a qualified public entity or private firm, to establish a contract for the scope of services outlined in this request for proposals.

NOTICE IS HEREBY GIVEN that online price and document submittals must be uploaded to the online bidding system in accordance with the instructions included herein, on or before the time and date set forth in the schedule of events. It shall be the responsibility of the proposer to upload their proposal before the announced time. However, responses may be submitted at any time prior to the deadline. (Submitted proposals may be withdrawn and resubmitted at any time prior to the deadline, and cannot be viewed by City staff until the close date and time.)

SOLICITATION DOCUMENTS: To obtain a copy of the solicitation documents, please visit https://procurement.opengov.com/portal/banning-ca. If you are not currently registered with the City of Banning through OpenGov, please create an account and subscribe to this project for notifications. Proposals may only be submitted by companies who are listed as a prospective bidder on the electronic bidding website for each project that they wish to submit a response to. Firms must also check the web site periodically for addenda information as failure to download and acknowledge any and all addenda in the submittal will result in proposer disqualification.

RESPONSIVE PROPOSALS: Once listed on the prospective bidders list, companies may submit their proposals on the electronic bidding system. The City will not accept proposals submitted by companies who are not on the prospective bidders list, or from companies who have submitted a proposal via facsimile, email, mail, or any other format not permitted by this solicitation. Further instructions for submitting proposals are explained in this solicitation. Companies are to adhere to all of the submittal instructions and requirements outlined in this solicitation in order to be considered responsive to this request for proposals.

Post Information

Posted At:

Fri, Aug 8, 2025 3:38 PM

Sealed Bid Process:

Yes (Bids Sealed / Pricing Sealed)

Private Bid:

No

2. Introduction

2.1. Summary

The City of Banning (“City”) is seeking a qualified entity or individual (“Company”) to provide the services listed in the Scope of Work.

The City anticipates selecting one firm to perform the services.

Proposals are requested from Companies that have a demonstrated ability to perform the tasks identified in this Request for Proposal (“RFP”).

2.2. Background

The City of Banning is strategically located astride Interstate 10 between the Inland Empire and the Coachella Valley in the San Gorgonio Pass. The City, incorporated in 1913, has a rich and colorful history.

Initially Banning served as a stagecoach and railroad stop between the Arizona territories and Los Angeles. This history has contributed to the present-day spirit of pioneer resourcefulness and "can do" attitude that is so prevalent in the community.

Banning is a friendly and wholesome place to work and raise a family. Desirable executive housing is available, as well as moderate and lower income housing. Clean air, ample water supplies and the memorable and inspiring scenic vistas of both Mt. San Gorgonio and Mt. San Jacinto, the 2 tallest peaks in Southern California, are additional amenities which make the City of Banning a logical choice as a development opportunity in the Southern California area.

2.3. Contact Information

Barbara Mason
Chief Procurement Officer
99 E. Ramsey Street

Banning, CA 92220
Email: bmason@banningca.gov
Phone: (951) 922-3121

Department:
Purchasing Division

2.4. Timeline

This request for proposal will be governed by the following tentative schedule. All dates are subject to change at the discretion of the City.

Release Project Date:

August 8, 2025

Pre-Proposal Meeting (Non-Mandatory):

August 21, 2025, 2:30pm

TEAM CALL
https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDllMGI0ZGEtYTU3My00MzlkLTgwNDYtMzAxZTllYzdlY2E3%40thread.v2/0?context=%7b%22Tid%22%3a%2228cb6a6f-78fe-445d-acfd-cf07066168f7%22%2c%22Oid%22%3a%228e16e855-140b-4487-b7c7-19b383cbe4be%22%7d

Meeting ID: 265 810 212 043 5
Passcode: ts9pa6Ya

Question Submission Deadline:

August 28, 2025, 4:00pm

Proposal Submission Deadline:

September 11, 2025, 4:00pm

Anticipated Vendor Selection Date:

October 28, 2025

3. Prerequisites

Proposals will only be considered from Companies that meet the following prerequisites:

3.1. Years of experience

Have at least **five (5)**years' of experience, within the past **five (5)**years under a legally registered business name, in providing services of a similar type and scope as described in the Scope of Services. Have not filed for bankruptcy under any business name over the past five (5) years.

3.2. OpenGov Registration

Have created an account on OpenGov. Companies can register at: https://procurement.opengov.com/portal/banning-ca

Once registered, Companies must download this solicitation in order to appear on the Bidder's List as a "Prospective Bidder." Companies that fail to specifically download this solicitation will not appear on the Bidders' List and will be unable to participate or be considered for this RFP.

3.3. Non-Mandatory Pre-Proposal Meeting

All prospective Companies are strongly encouraged to attend the non-mandatory pre-proposal meeting on Thursday, August 21, 2025 at 2:30 pm to be held at:

TEAM CALL https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDllMGI0ZGEtYTU3My00MzlkLTgwNDYtMzAxZTllYzdlY2E3%40thread.v2/0?context=%7b%22Tid%22%3a%2228cb6a6f-78fe-445d-acfd-cf07066168f7%22%2c%22Oid%22%3a%228e16e855-140b-4487-b7c7-19b383cbe4be%22%7d Meeting ID: 265 810 212 043 5 Passcode: ts9pa6Ya

3.4. Licenses

If applicable, Company and/or its key personnel, shall hold an appropriate license for the Company's discipline and the Services on the date the Proposal is submitted. List the certifications your organization have in the proposal.

Preferred Licenses:

ASHRAE Building Energy Assessment Professional (BEAP)

Energy Management Professional (EMP)

Association of Energy Engineers Certified Energy Manager (CEM)

Certified Energy Auditor (CEA)

3.5. Department of Industrial Relations Registration

If applicable, Company shall have registered with the Department of Industrial Relations and any other required organizations.

4. Scope of Work

4.1. Solar Photovoltaic Assessments

Assess the viability of installing solar photovoltaic systems on City owned facilities or City electric customers including, but not limited to:

• Roof mounted systems

• Ground mounted systems

• Parking cover mounted systems

• Other prospective applications

4.2. Power Quality Assessments/Energy Audits for Distributed Energy Resources (DERs) and Transportation Electrification (TE)

Upon request and Banning Electric Utility (BEU) approval, an on-site evaluation, also known as an "energy audit" will be completed by the Contractor for the evaluation of prospective distributed energy resources (DERs) such as large-scale solar PV, battery storage, microgrids, demand response technologies, etc. The energy audit is designed to obtain a complete inventory of the existing energy measures/equipment located on the customer's premises, along with the recommended retrofits and strategies that may garner energy savings or GHG emissions reduction for the customer.

To align with the state's climate goals and initiatives, the Energy Audit shall include a section on transportation electrification (TE). The section will be developed by the Contractor through an assessment of the customer's readiness to support electric vehicle charging for fleet, employees and/or the public. The Contractor shall develop a checklist and questionnaire to capture the feasibility of installing electric vehicle charging stations on the customer's premises. The assessment will cover aspects such as available on-site power capacity, site accessibility, customer's EV charging needs, proposed EV charger installation locations, existing vehicle types and future expansion possibilities.

Produce an Energy Audit Report that shall include a written section that explains the findings of the assessment on the customer's premises. This information is meant to educate customers on how to get started with their DER and/or TE journey and provide BEU staff with preliminary information to better assist their customers.

4.3. Engineering Support

BEU may request Contractor to provide guidance and policy support on best practices to implement energy efficiency standards as it pertains to distributed energy resources.

Evaluating/Validating energy saving and GHG emissions reductions from measures and/or equipment installed by the customer. This includes Pre and Post Install Measure and Verification (M&V) of customer efficiency/electrification projects, as well as emerging technologies.

Provide energy simulation modeling and analysis of Non-Residential building systems and/or process equipment, may include development of energy efficiency savings calculation tools.

4.4. Payment and Reporting

The Contractor shall provide detailed documentation for the following applicable areas below:

- All Monthly Invoices shall include information on tasks completed for each program activity with costs.
- Evaluation, Measurement and Verification (EM&V) reports on efficiency retrofits completed by customers.

4.5. Other Tasks

Any other research, engineering or energy related engineering services as requested

5. Vendor Questionnaire

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Company's demonstrated capability to perform work of this type. Emphasis should be concentrated on completeness and clarity of content. Proposals shall adhere to the following format for organization and content. Proposals must be typed and arranged/divided in the following sequence to facilitate evaluation.

1. Cover Letter*

The cover letter shall include a brief general statement of intent to perform the services and confirm that all elements of the RFP have been reviewed and understood. The letter shall include a brief summary of Company's qualifications and Company's willingness to enter into a contract under the terms and conditions prescribed by this RFP and in the Sample Agreement. The letter must identify a single person for contact during the RFP review process.

Please upload your response

*Response required

2. Proposal*

A. Statement of Understanding and Approach

- This section must demonstrate an understanding of the Services. It should describe the general approach, organization and staffing required for the Services requested. If necessary, preliminary investigations, due diligence, and research shall be discussed in this section.
- This section should include the following:
  - An implementation plan that describes in detail (i) the methods, including controls by which your firm or entity manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
  - Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
  - Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete transition plan. Include your plan to deal with fluctuation in service needs and any associated price adjustments.
  - Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
  - Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the City will consider proposals that offer alternative service delivery means and methods for the services desired.
  - Proposers are also requested to identify any City owned facilities or property which Proposer would propose to use or lease, purchase, or

rent from the City in connection with the services to be performed, including information about the terms of any proposed lease, purchase or use of such equipment and facilities, and how this proposed structure affects the overall cost proposal to the City, if applicable.

B. Company Information

- This section shall include contact person information, address and telephone number of the company main office and branch offices. Each Company shall identify itself as to the type of organizational entity (corporation, sole proprietorship, partnership, joint venture, etc.). Any supplemental information that Company believes may be pertinent to the selection process may be provided.
- The Proposal shall identify any litigation, mediation, or arbitration, regarding the performance of any services similar to the Services, in which the Company has been involved in the past five (5) years. If the Services require a license or certification, the Proposal shall include any claims or disciplinary action taken against Company or any of Company's key personnel within the past five years.

C. Company Personnel

- This section shall contain names, contact numbers and description of experience, including licenses and/or certifications, of all key personnel who would be assigned to perform the Services. Members of the Company's professional team (managers, contact person, etc.) should be identified by name, title, phone number, and description of the portion of work they will be assigned to perform under this Agreement. Also include major subcontractors (if any) and their degree of involvement in this program. If the Company is including any subcontractors, the Company shall identify how long the Company has worked with the subcontractor.
- An affirmative statement should be included that the proposer and all assigned key professional staff are properly licensed to practice in California.

D. Disclosure

- Please disclose any and all past or current business and personal relationships with any current Banning elected official, appointed official, City employee, or family member of any current Banning elected official,

appointed official, or City employee. Any past or current business relationship may not disqualify the firm from consideration.

E. Experience and References

- The Proposal must demonstrate that the Company, or its key personnel, meets the minimum experience requirement in #Prerequisites with a legally registered business name, that provides services of a similar type and scope as described in the Scope of Services. A Company shall not have filed for bankruptcy under any business name over the past five (5) years.
- Company shall provide at least 3 references, within the past 5 years, of clients for whom services have been performed that are comparable in quality and scope to that specified in this RFP. The references shall include client names, addresses, telephone numbers and e-mail addresses of the clients for whom prior work was performed and include an explanation of the services provided along with project start and end dates.

Please upload your response

*Response required

3. Price Proposal*

All proposals submitted shall have a stated dollar bid amount for providing the services outlined in the Scope of Services. The total shall be an all-inclusive maximum price and to contain all direct and indirect costs including all out-of-pocket expenses with a full and complete breakdown of all said costs, and proposed fees including but not limited to hourly rates, reimbursable expenses and/or rates, mileage and/or travel cost, miscellaneous fees, etc., for the first year's audit engagement.

In addition, a statement must be included in this section that if the proposer is charging travel costs, the proposer's charges invoiced to the City for travel, lodging and subsistence shall not exceed the current IRS rates.

Please upload your response

*Response required

4. Value Added Services

Please describe any value-added services your company offers that may be of use to the City

5. Evidence of Insurance*

In addition, the Company shall provide evidence of possession of insurance in the coverage and amounts listed in the Sample Agreement.

City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Proposer must furnish the City with the Certificates of Insurance proving coverage as specified in contract sample.

Please upload your response

*Response required

6. Vendor Forms

Please download the below documents, complete, and upload.

- New_Vendor_Packet.pdf

7. Type of Business*

C Corporation

S Corporation

Limited Liability C Corporation

Partnership

Limited Liability Partnership

Sole Proprietor/Individual

Other

*Response required

8. Type your Legal Company Name Here*

State your Company's Name Here. This will be verified against the California Secretary of State's Website.

*Response required

9. EX PARTE COMMUNICATIONS CERTIFICATION*

I certify that Bidder and Bidder's representatives have not had any communication with a City Councilmember concerning this IFB at any time after the date and time that this IFB was publicly advertised.

Yes

No

*Response required

10. EX PARTE COMMUNICATIONS CERTIFICATION CONTINUED*

If stated "Yes" above, please explain the circumstances in the following space, or state "None."

*Response required

11. DEBARRED, SUSPENDED, DISQUALIFIED QUESTIONNAIRE*

Has the Company, any officer of the Company, or any employee of the Company who has proprietary interest in the Company, ever been debarred, suspended, disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes

No

*Response required

12. DEBARRED SUSPENDED DISQUALIFIED QUESTIONNAIRE CONTINUED*

If stated "Yes" above, please explain the circumstances in the following space, or state "None."

*Response required

13. DISCLOSURE OF GOVERNMENT POSITIONS*

Each Bidder shall disclose below whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

*Response required

14. CERTIFICATION COMPLIANCE*

Please download the below documents, complete, and upload.

- Certification-Compliance_with_Russia_Sanctions.pdf

*Response required

6. Pricing Proposal

Provide total estimated pricing in accordance with the City's current requirements, as set forth in section 4 Scope of Work. Also provide your firm's proposed Staffing Plan on a separate sheet of paper, to include hourly rates. Consultant should use a separate form to state pricing for any added value. All responses submitted shall include all rates related to providing the services outlined in the Scope of Services. All responses shall include a full and complete breakdown of all the costs, and proposed fees including but not limited to hourly rates, reimbursable expenses and/or rates, mileage and/or travel cost, miscellaneous fees, etc. In addition to entering the rates for the items in the table below, Consultants may include any additional applicable items/rates in the proposal. Consultant shall provide a separate rate schedule identifying staff members' hourly rates, job titles. reimbursable expenses and/or rates, mileage and/or travel cost, etc.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Roof Mounted Systems	1	Per Hour		
2	Ground Mounted Systems	1	Per Hour		
3	Parking Cover Mounted Systems	1	Per Hour		
4	Other Solar Applications	1	Per Hour		
5	Power Quality Assessments (miscellaneous)	1	Per Hour		
6	Engineering Support as Needed	1	Per Hour		

TOTAL

7. Submission Instructions And Inquiries

7.1. Inquiries

If prior to the date fixed for submission of Proposals, a prospective Company discovers any ambiguity, conflict, discrepancy, omission or other errors in this RFP or any of its appendices, exhibits or attachments, the Company shall immediately notify the City of

such error in writing and request modification or clarification of the document. Modifications shall be made by written Addenda to the RFP.

If a Company fails to notify the City, prior to the date fixed for submissions of Proposals, of an error in the RFP known to the Company, or an error that reasonably should have been known to the Company, the Company shall submit its Proposal at its own risk, and if the Company is awarded a Contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

All communications regarding technical, scope, and/or project related questions and requests for clarifications, changes, exceptions, and deviations to the terms and conditions set forth in this RFP **shall be submitted via "Q&A"** through the City's Electronic Bidding System, OpenGov, before the deadline and according to these specifications herein. Any and all other bidding communications shall only be with **Barbara Mason, Chief Procurement Officer**, at (951) 922-3121.

The Final day for receipt of questions from the Proposer shall be on or before the due date indicated in the schedule of events section. To ensure fairness and avoid misunderstandings, **all communications must be in written format** and submitted only in the format set forth above. Any verbal communications will not be considered or responded to. All questions received by the due date will be logged and reviewed and if required, a response will be provided via an addendum to the RFP that will be posted on the City's website. **Any communications, whether written or verbal, with any City Councilmember, City staff, or RFP evaluation panel member other than the individual indicated above, prior to award of a contract by City Council, is strictly prohibited and the Proposer shall be disqualified from consideration.**

7.2. Completion Of Proposal

Proposals shall be completed in all respects as required by this RFP. A proposal may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind, and will be rejected if any such defect or irregularity can materially affect the quality of the proposal. Proposals which contain false or misleading statements may be rejected. If, in the opinion of the City's Selection Committee, such information was intended to mislead the City in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, the proposal will be rejected. Statements made by a Company shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

Unauthorized conditions, exemptions, limitations, qualifications, or provisions attached to a Proposal will render it non-responsive and will cause its rejection.

The Company, in responding to this RFP, must submit Proposals in the format identified in this RFP. The Proposal must address all requirements of the RFP even if a "no response" is appropriate.

Costs for developing Proposals are entirely the responsibility of the Company and shall not be chargeable to the City. The City shall not be liable for any costs incurred in response to this RFP, including but not limited to, costs for any interviews, presentations, or other follow-up information necessary as part of the selection process. All costs shall be borne by the Company responding to this RFP. The Company responding to this RFP shall hold the City harmless from any liability, claim, and expense whatsoever incurred by or on behalf of the Company.

7.3. Delivery / Submission Of Proposals

The Final day for submission of proposals shall be on or before the due date indicated in the schedule of events section.

Companies shall register on the City's Electronic Bidding System, https://www.banningca.gov/bids. Once registered, Companies must download the RFP while logged in under their own name and identification number to appear on the Current Prospective Bidders List as a "Prospective Bidder." Companies that fail to download the RFP will not appear on the Current Prospective Bidders List and their proposals will be considered non-responsive. If a Company is unable to register or download the RFP from the bidding website, a representative may contact OpenGov.

All proposal documents and supplementary documents must be uploaded using the City's bidding website prior to event date and time as instructed in this solicitation. Once file(s) have been uploaded and the Submission Status shows as "Submitted" the submission is complete. At that point respondents will receive an email confirmation from the bidding website.

The City reserves the right to reject any and all proposals and to waive information and minor irregularities in any proposal received.

Acceptance of Terms and Conditions - Submission of a proposal pursuant to this RFP shall constitute acknowledgment and acceptance of all terms and conditions hereinafter set forth in this RFP.

The time and date are fixed, and extensions will not be granted unless specifically stated by the City in an addendum to this RFP. Proposals not received before the bid event time will not be accepted.

7.4. Alternative Proposals

Only one proposal is to be submitted by each Company for this RFP. Multiple simultaneous proposals will result in rejection of all Proposals submitted by Company. A Company may, prior to the proposal due date and time, withdraw a proposal and submit a new proposal, so long as the new proposal is submitted before the proposal due date and time.

7.5. Examination Of RFP And Sites Of Work

The Company shall carefully examine the RFP and all sites, if applicable, of the work contemplated. The submission of a Proposal shall be conclusive evidence that the Company has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, the difficulties to be encountered, and to the requirements of the Proposal, RFP, and other Contract Documents.

By submitting a Proposal, the Company hereby certifies that it has: examined the local conditions, read each and every clause of this RFP, included all costs necessary to complete the specified work in its proposed prices, and agrees that if it is awarded the Contract it will make no claim against the City based upon ignorance of local conditions or misunderstanding of any provision of the Contract. Should the conditions turn out otherwise than anticipated by it, the Company agrees to assume all risks incident thereto.

7.6. Addenda

Unless otherwise specified, any addenda issued during the time of bidding must be acknowledged electronically via the City's Bidding Website, which will be made part of the proposal. Addenda notifications will be provided to those listed on the Electronic Prospective Bidder's List via email.

7.7. Withdraw Of Proposals

All proposals shall be firm offers and may not be withdrawn for a period of one hundred twenty (120) days following the deadline date for submission of proposals noted herein. Submitted Proposals may be withdrawn at any time prior to the submission deadline.

7.8. Pre-Proposal Meeting

There will be no pre-proposal meeting.

8. Evaluation Criteria

The City reserves the right to amend, withdraw, and cancel this RFP. The City also reserves the right to reject all responses to this RFP at any time prior to agreement execution. Furthermore, the City reserves the right to request additional information about any and all Proposals, that in City's opinion, is necessary to assure that the Company's competence,

number of qualified employees, business organization, experience, and financial resources are adequate to perform the Services.

All Proposals shall be reviewed to verify that the Company has met the minimum requirements as stated in this RFP. Proposals that have not followed the rules, do not meet minimum content and quality standards, and/or do not provide references will be rejected as non-responsive.

Responsive proposals will be evaluated on the basis of the criteria below. ***If needed, interviews will be scheduled during or after the week indicated in the "Schedule of Events" section.****If needed, interviews will be conducted by the same members on the proposal evaluation panel. Dates, times, and a location will be coordinated at that time if interviews are deemed necessary after the evaluation of responsive proposals. If interviews are deemed necessary, candidates who have submitted the highest scoring proposals within a competitive range as determined by the City will be invited to participate in the interview process.*

The selected Company shall then enter into exclusive negotiations with the City to formalize the Scope of Service and Compensation. Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If the City is unable to obtain a fair and reasonable price or cannot reach agreement regarding the terms for the Scope of Services, then the City will end negotiations with that Company and begin negotiations with the next Company which best meets the needs of the City, and so on until a City and the Company reach agreement.
The City intends to select the Company that offers the best value to the City based on the criteria outlined above.

- 1. Qualifications

Scoring Method:

Points Based

Weight (Points):

25 (*25% of Total*)

- 2. Pricing

Scoring Method:

Points Based

Weight (Points):

10 (*10% of Total*)

- 3. Experience (Projects of similar size and scope)

Scoring Method:

Points Based

Weight (Points):

20 (*20% of Total*)

- 4. Professional References

Scoring Method:

Points Based

Weight (Points):

10 (*10% of Total*)

- 5. Approach and Methodology

Scoring Method:

Points Based

Weight (Points):

30 (*30% of Total*)

- 6. Value Added Services

Scoring Method:

Points Based

Weight (Points):

5 (*5% of Total*)

9. Resulting Contract

9.1. CONTRACT TERM

The initial term of the Agreement shall last **one (1) year from the date of execution with the option to extend for four (4) additional one-year terms not to exceed five (5) years**

based upon acceptable performance by the Company, acceptable fees and subject to the same terms and conditions of the Agreement.

Pricing is to remain firm for the initial contract term. Should the option to renew for additional years be exercised, City and Company may negotiate any and all price modifications.

9.2. CONTRACT DOCUMENTS

In submitting a Proposal, the Company agrees to enter into an Agreement with the City ***without exceptions to the City's standard agreement***. The City's standard agreement is **non-negotiable**, and a copy of the standard agreement is attached herein. **Any change to the standard agreement will deem the Proposal non-responsive**. In the event of a conflict exists between documents the following order of precedence shall apply:

- Agreement
- City of Banning's Request For Proposals
- Company's Response to the Request For Proposals

9.3. EXECUTION OF AGREEMENT

After contract award, the following shall be signed and returned to the City within fourteen (14) calendar days from the date the City mails, or by other means delivers said documents to the Company:

- The Agreement in the form included herein, properly executed by the Company.
- Certificates of Insurance and Additional Insured Endorsement evidencing coverage as specified in the sample agreement.
- Confirmation of current business tax certificate.
- Bonds, if required.

In any event that day fourteen (14) of calendar days falls on Saturday, Sunday, a legal holiday for the State of California, or on days when the City is closed, the Contract Documents shall be delivered by the following working day.

No Agreement shall be binding upon the City until all documents are fully executed by the Company and the City.

9.4. FAILURE TO EXECUTE THE AGREEMENT

Failure to execute the Agreement and furnish the required insurance and business tax certificate, within the required time period shall be just cause for the rescission of the award. If bonds are also required, failure to furnish sufficient bonds shall cause rescission of the award. If the successful Company refuses or fails to execute the Agreement, the City may award the Agreement to the next qualified Company.

10. Terms And Conditions

10.1. Contract Terms And Conditions

The successful company will be required to execute the City's standard agreement ("Agreement"). A sample is attached herein. The successful company must meet all insurance requirements in the Agreement. All terms and conditions of the Agreement are non-negotiable. Companies must possess valid City of Banning Business License throughout the term on the contract. Failure to execute the Agreement and furnish the required insurance within the required time period shall be just cause for the rescission of the award. If any of the successful Companies refuse or fail to execute the Agreement, the City may award the Agreement to the next most qualified Company.

10.2. Public Records

All Proposals submitted in response to this RFP become the property of the City and pursuant to the Public Records Act (Gov. Code, § 6250 et seq.) are public records, and as such may be subject to public review at least 10 days before selection.

The Company must notify the City in advance of any proprietary or confidential materials contained in the Proposal and provide justification for not making such material public. The City shall have sole discretion to disclose or not disclose such material subject to any protective order that the Company may obtain. Note that under California law, price proposal to a public agency is not a trade secret.

Submission of a proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as

confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

The City reserves the right to make use of any information or idea contained in the Proposal. All materials, ideas and formats submitted in response to this RFP will become the property of the City upon receipt.

10.3. Conflict Of Interest

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

10.4. Rejection Of Proposals

The City may reject any/or all Proposals and may waive any immaterial deviation in a Proposal. The City's waiver of an immaterial defect shall in no way modify this RFP or excuse the Company from full compliance with this RFP and/or the Contract Documents if awarded the Contract. Proposals that include terms and conditions other than City's terms and conditions may be rejected as being non-responsive. The City may make investigations as deemed necessary to determine the ability of the Company to perform the work, and the Company shall furnish to the City all such information and data for this purpose as requested by the City. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Company fails to satisfy the City that such Company is properly qualified to carry out the obligations of the Agreement and to complete the work described herein.

10.5. Protest Procedures

Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the proposal procedure which are apparent or reasonably should have been discovered prior to receipt of proposals shall be filed in writing with the RFP Facilitator at least 10 calendar days prior to the deadline for receipt of proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or which could not reasonably have been discovered prior to submission date of the proposals, such as

disputes over the staff recommendation for contract award, shall be submitted in writing to the RFP Facilitator, within forty-eight hours from receipt of the notice from the City advising of staff's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The RFP Facilitator will respond to the protest in writing at least three days prior to the meeting at which staff's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the RFP Facilitator, and pursue its protest at the Council meeting, it will notify the RFP Facilitator of its intention at least two days prior to the scheduled meeting.

10.6. Cancellation

The City retains the right to cancel this RFP at any time, should it be deemed to be in the best interest of the City. No obligation either expressed or implied exists on the part of the City to make an award based on the submission of any proposals.

11. Attachments

- A - Professional Services Agreement Template with Prevailing Wage - provided by RWG 4-24-23

resource innovations

Solar PV & Energy Assessment Services Proposal

Prepared for the City of Banning

Cynthia Rafferty

President

559.573.3551

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09.10.2025

resource-innovations.com



Table of Contents

1 Approach 2

1.1 Implementation Plan 2

1.2 Quality Assurance 3

1.3 Project Schedule and Transition Plan 4

2 Company Information 5

3 Personnel 6

4 Experience and References 9

4.1.1 Qualifications 9

4.1.2 References 13

Appendix 1 Resumes

Statement of Confidentiality

Some of the descriptive materials in this proposal are proprietary and confidential information of Resource Innovations and shall not be disclosed or reproduced, in whole or in part, to any third party or used for any purpose other than to evaluate this proposal or otherwise in connection with the resulting contract, without the prior written consent of Resource Innovations. Resource Innovations maintains all ownership rights to this proposal and the information it contains. The information that we consider proprietary or confidential has been identified by marking each page containing such information with the word CONFIDENTIAL. Resource Innovations, in accordance with any applicable rules and regulations, shall be entitled to notification of any request for disclosure, and Resource Innovations reserves the right to take any and all action necessary and appropriate to protect the information from release and maintain its confidentiality.

1 Approach

A. Statement of Understanding and Approach

Executive Summary

Resource Innovations–RHA (RI-RHA) offers the City of Banning a highly qualified team with the tools, expertise, and systems to deliver seamless Solar Photovoltaic & Energy Assessment Services. Our approach ensures technical rigor, customer engagement, and transparent reporting through the following core capabilities:

- **Comprehensive Assessments** – Feasibility studies for solar PV (roof, ground, and parking cover systems), distributed energy resources (DERs), battery storage, and transportation electrification (TE), tailored to City facilities and electric utility customers.
- **Multilingual Engineering Staff** – Including Spanish-speaking engineers, ensuring effective communication with customers and stakeholders throughout the assessment process.
- **Custom BEU (Banning Electric Utility) Project Database** – A centralized platform already developed for BEU to host, track, and manage all assessments, construction drawings, comments, schedules, and project documentation.
- **Engineering Support & M&V Expertise** – Providing scope review with BEU, developing quotes based on approved hourly rates, and delivering pre- and post-installation measurement and verification (M&V), simulation modeling, and policy guidance.

1.1 Implementation Plan

Below we describe our project Implementation Plan.

1. **Project Management and Controls**
   - RI–RHA employs structured project controls to keep projects on scope, budget, and schedule. Key practices include:
     - A dedicated Project Manager serving as the single point of contact.
     - QA/QC protocols to verify accuracy of all technical analyses and reports.
     - Use of tracking tools (Microsoft Project, Smartsheet) to monitor progress and adjust resources to meet deadlines.
     - Technical staff and engineers will coordinate directly with BEU staff and customers to plan and execute assessments efficiently, ensuring alignment at every stage.

2. **Stakeholder Engagement**
   - We prioritize collaboration with City staff, BEU, and community stakeholders by:
     - Hosting kick-off and recurring coordination meetings with BEU staff.
     - Scheduling and coordinating on-site visits with customers, ensuring minimal disruption to operations.

- Conducting walkthroughs and technical interviews with facility managers to document energy loads, operational schedules, and site-specific conditions.
- Deploying our multilingual engineering staff, including Spanish-speaking engineers, to facilitate effective communication with customers and ensure clear understanding of technical recommendations.

3. Approach to Scope of Work

- Solar Photovoltaic Assessments (IV.A): Assess roof-, ground-, and parking cover–mounted PV systems. Each feasibility study will include site inspections, shading analysis, interconnection review, and financial modeling.
- Power Quality Assessments & Energy Audits for DERs and TE (IV.B): Schedule site visits, document existing systems, and evaluate solar PV, battery storage, microgrids, and demand response. Transportation electrification assessments will include capacity checks, accessibility reviews, EV load forecasting, and phased readiness planning.
- Battery Storage and Resilience: Experience designing and deploying residential battery storage through programs with other utilities. RI–RHA can conduct feasibility studies for Banning and share best practices.
- Engineering Support (IV.C): Provide policy and technical guidance to BEU. Review project scope with BEU staff, provide quotes based on approved hourly rates, and deliver services including M&V, simulation modeling, and custom tool development.

1.2 Quality Assurance

RI-RHA is committed to serving as a trusted partner to BEU and its customers. Below, we describe how we intend to achieve high client satisfaction.

Achieving Client Satisfaction

- Clear and consistent communication with BEU staff and customers.
- Multilingual engineering staff to support customer engagement.
- Tailored recommendations aligned with City and State initiatives.
- Actionable deliverables that educate customers and support BEU planning.
- Local knowledge and experience with BEU – our established relationship with the City of Banning and its customers gives us a unique advantage.
- Rigorous Q/A QC process applied to all deliverables, including internal peer reviews, engineering validation, and management oversight to ensure accuracy and compliance before submission.

1.3 Project Schedule and Transition Plan

RI–RHA recognizes the importance of clear timelines. Below is our proposed sequence and estimated durations for typical projects. These are estimates; RI–RHA will always seek to expedite work when possible.

Table 1. Project Tasks, Duration, and Deliverables

Task	Duration	Deliverable
Kick-off Meeting with City	1 day	Confirm project scope with BEU staff
Database Setup	2 weeks	Establish a project in BEU's custom database
Contract Execution	1 week	Executed agreement and mobilization
Appointment Scheduling & Documentation	1 week	Once an assessment is requested. RI-RHA will secure customer appointments and gather documentation
Field Assessments	1–5 days	On-site audit and technical data collection
Simulations, Calculations & Modeling	1–2 weeks	Draft analyses and models
Report Development	1–2 weeks	Draft audit/assessment report
Report Review & Presentation	1 day	Virtual meeting with customer and BEU staff; submit final report
Additional Support (if requested by BEU)	As needed	Added to project timelines per BEU direction

Total Estimated Project Timeline: Typically, 3–6 weeks from appointment scheduling to report submission. The timeline above assumes only one assessment project that we will be working on, since most of the requests will be ad-hoc.

Roles of City Staff vs. RI-RHA Staff

- RI-RHA: Lead all technical assessments, reporting, stakeholder engagement, and M&V. Manage and host all project information in the BEU database.
- City Staff: Provide site access, utility data, and high-level review/approval of deliverables.

Innovative & Creative Approaches

- Integrated DER + TE Framework – Combining renewable, storage, and EV readiness planning.
- Battery Storage Feasibility – Leveraging our utility program experience to support resilience planning.
- Interactive GIS Mapping – Visualizing PV and DER opportunities across City facilities.
- Customized M&V Tools – Delivering calculators and dashboards for BEU tracking.

Use of City-Owned Facilities or Property

At this time, RI-RHA does not anticipate requiring City-owned facilities, property, or equipment. Should opportunities arise to leverage City resources in ways that reduce costs or accelerate implementation, we will propose terms for City consideration with transparent pricing impacts.

2 Company Information

Resource Innovations Inc. is a woman-led energy consulting firm. With more than 1,100 employees in North America, Resource Innovations brings more than 25 years of expertise in energy efficiency (EE) research, analysis, program design, delivery, and evaluation. We have completed more than 3,500 client assignments in more than 100 countries and evaluated programs totaling hundreds of millions of dollars in funding. We complete more than 40 process and impact evaluations of EE, demand response (DR), and behavioral programs per year. This includes many of the largest programs, newest pilots, and full-scale program implementations in North America. Resource Innovations has dedicated teams that specialize in:

- Evaluation, Measurement & Verification
- Transportation Electrification
- Demand Response Programs and Technologies
- Distributed Energy Resources and Battery Storage
- Program Planning and Design
- Market Research and Market Characterization
- Market Transformation
- Sustainability and GHG Accounting and Reduction

Founded by Richard Heath and Jim O'Bannon in 1980, **Richard Heath & Associates, Inc**. (RHA) has a 45-year history designing and implementing programs that ensure equitable access to programs and services for historically underserved audiences. Based in Fresno, CA, RHA works statewide with utility and government clients to further social and environmental justice by building bridges to vulnerable populations. RHA has specialized experience in programs involving energy efficiency, energy resilience, and public health. Through four and a half decades of service, RHA has positively impacted the lives of millions of low-income Californians and made meaningful improvements to mitigate climate change.

The joint team of RI and RHA is a corporation composed of a team that is licensed, and upstanding in the industry.

3 Personnel

The combined RI and RHA team are authorized to work in the state of California and are eager to assist the City of Banning meet its energy goals. The following table shows the primary staff assigned to this project, though additional staff can be made available to best suit the needs of particular building analyses. Resumes are in appendix 1.

Table 2. Key Personnel

Name/Role/Responsibilities	Qualifications & Experience
Gabriel Peredo, Director • Serves as APU's primary contact person • Provides operational oversight and strategic direction to program staff • Oversees all aspects of project management, energy audits and direct installation services	• 21+ years of experience in program management • 13+ years as a project manager on energy efficiency programs for municipal utilities • 14 years conducting ASHRAE-level audits, energy efficiency savings and calculations for commercial and industrial facilities • B.S., Mechanical Engineering • Southern California Edison Customer Technology Application Center Certificates • Environmental Protection Agency Refrigerant Handling Certification • Lighting Controls Acceptance Test Technician
Danielle Kolp, Principal • Provides comprehensive guidance on EE, DER, TE, and DR aspects of projects • Stakeholder outreach and engagement	• 16+ years of project management for energy efficiency, solar PV, demand response, and transportation electrification impact and process evaluations, program planning and design, market research, and market transformation • M.S. Environmental Science and Management • B.S. in Mathematics; B.S. Natural Science, Physics Emphasis

Name/Role/Responsibilities	Qualifications & Experience
Dylan Klomhaus, Professional Engineer • Oversees staff delivery of energy audits, billing data analysis and engineering support services, including generating energy efficiency measure recommendations • Advises on the implementation of energy conservation measures • Provides mechanical and electrical project design	• 9 years of experience in the energy industry overseeing and delivering energy audits, custom energy savings calculations, energy-financial analysis and scoping cost-effective energy and demand reduction recommendations • B.S., Mechanical Engineering • Professional Engineer - Colorado
Lauren Cinquini, Energy Engineer III • Performs ASHRAE-level audits of customer residences and businesses • Conducts billing data analysis • Provides engineering support services	• 13 years of experience conducting ASHRAE-level audits to identify energy efficiency opportunities • 13 years performing energy efficiency savings calculations and other engineering services • 10 years managing energy efficiency projects • B.S., Mechanical Engineering • Engineer in Training • California HERS I Alterations, New Construction, RCA Certification • California HERS II Certification • HVAC Technician Certification
Anna-Elise Smith, Manager • Quantify impacts of GHG reduction measures and strategies • Assess DR and storage measures and impacts	• Climate Registry and GHG Corporate analysis • DR and storage technology assessment and evaluation • MPP, Energy & Environment • B.A. Ecology and Evolutionary Biology
Jorge Zamorano, Energy Engineer II • Performs ASHRAE-level audits of customer residences and businesses • Conducts billing data analysis • Provides engineering support services	• 2 years performing ASHRAE-level audits to identify energy efficiency opportunities • 2 years assisting clients with incentive and rebate applications • 2 years conducting research for project application • B.S., Science and Physics

Name/Role/Responsibilities	Qualifications & Experience
Rozina Nalbandian, Energy Engineer II • Performs ASHRAE-level audits of customer residences and businesses • Conducts billing data analysis • Provides engineering support services	• 2 years performing energy usage analyses on facilities • 2 years providing technical assistance support to energy projects • 2 years developing comprehensive reports • M.S., Mechanical Engineering
Nevin Velasquez, Energy Engineer II • Performs ASHRAE-level audits of customer residences and businesses • Conducts billing data analysis • Provides engineering support services	• 1 year of engineering experience • 1 year of supporting utility client energy efficiency programs with energy audits and engineering support • B.S., Mechanical Engineering
Victor Medina, Engineer II • Performs ASHRAE-level audits of customer residences and businesses • Conducts billing data analysis • Provides engineering support services	• 2 years of engineering experience • 2 years of supporting utility client energy efficiency programs with energy audits and engineering support • B.S., Mechanical Engineering
Tristan Williams, Energy Engineer I* • Performs ASHRAE-level audits of customer residences and businesses • Conducts billing data analysis • Provides engineering support services	• 1 year of engineering experience • 1 year of supporting utility client energy efficiency programs with energy audits and engineering support • B.S., Electrical Engineering
Andy Valle, Energy Engineer I • Performs ASHRAE-level audits of customer residences and businesses • Conducts billing data analysis • Provides engineering support services	• 8 months of engineering experience • 8 months of supporting utility client energy efficiency programs with energy audits and engineering support • B.S., Mechanical Engineering
Chelsea Arreola, Energy Engineer I • Assists in gathering and analyzing energy usage data to identify opportunities for efficiency improvements • Supports report development (audit reports, savings reports, benchmarking reports, etc.)	• 7 months of experience supporting utility energy efficiency programs • 7 months assisting with engineering activities • B.S., Electromechanical Engineering

Name/Role/Responsibilities	Qualifications & Experience
Brandon Nakasako, Energy Engineer I • Supports delivery of energy audits • Provides engineering support services • Supports report development (audit reports, savings reports, benchmarking reports, etc.)	• 2 months of experience supporting utility energy efficiency programs • 2 months assisting with engineering activities • B.S., Mechanical Engineer
Information Systems Provides database system programming and maintenance and ad hoc custom reports	• Robust experience with database design • Skilled at data analysis and management to provide essential and accurate program insights • Ability to develop custom reports with critical data points

4 Experience and References

Resource Innovations combines over 25 years of expertise in program design, delivery, and grid management delivering innovative, tech-enabled services, software, and consulting to over 100 electric and gas utility clients across North America, offering comprehensive services from grid operations to customer-level programs. Table 3 below presents relevant client and project qualifications as required by the RFP.

4.1.1 Qualifications

Table 3. RI-RHA Clients

APU Small Business Energy and Water Direct Install Program	
Description of contract	RHA provides direct installation services to small business customers with up to 120 kW in demand. RHA performs outreach to drive program participation through door-to-door canvassing, email marketing, direct mailings, and outbound calling campaigns. Direct installation services include performing an initial assessment/survey to determine energy efficiency opportunities and installing lighting, refrigeration, HVAC, and water measures. **Customer types audited:** Restaurants, grocery/convenience stores, retail, multi-family complexes
Outcomes achieved	Since 2014: • 2,897 customers served • 8,669,011 kWh saved Since 2021: • 6,710,0552 gallons saved

Contract start and end date	2023 – 2024; original contract start date 2006
APU Commercial Utilities Commercial Energy and Water Assessment	
Description of contract	RHA conducts ASHRAE Level I and II energy audits, third-party measurement & verification, industrial metering, troubleshooting of power-related issues and inspection of existing and newly installed equipment. Our services provide customers with a roadmap for energy efficiency upgrades and retrofits, implementation guidance, general knowledge about their current usage patterns, and helpful information to reduce their overall consumption and demand. Water assessments are done at APU's request. Customer types audited: Manufacturing, hotels, warehouse distribution, schools, commercial office
Outcomes achieved	Since 2020: • 142 customers served • 18,387,811 kWh saved • 494,913 gallons of water saved
Contract start and end date	2020 – 2025; original contract start date 2020
Azusa Light & Water Energy Savings Program	
Description of contract	RHA offers incentives, rebates, and installation of energy efficiency measures to small business customers. We also offer customer education, technical assistance, training, and ongoing client support. RHA previously conducted ASHRAE Level I and II audits at city-owned facilities. Customer types audited: City buildings, restaurants, retail
Outcomes achieved	Since 2014: • 103 customers served • 1,924,191 kWh saved
Contract start and end date	3/2024 – 12/2024; original contract start date 2012
Burbank Water & Power Business Bucks Program	
Description of contract	RHA designed and operated this program providing small business customers with free comprehensive energy audits and installation of up to $5,000 in energy-saving retrofits. Customer types audited: Laundromat/dry cleaning, restaurants, retail
Outcomes achieved	Since 2014: • 1,584 customers served • 4,814,512 kWh saved
Contract start and end date	3/2024 – 12/2024; original contract start date 2004

City of Banning Small Business Energy Audits	
Description of contract	RHA delivers energy audits and direct installation services to small- and medium-sized commercial customers. With customer approval, RHA field staff conduct door-to-door canvassing and surveys lighting, refrigeration, motor, and air conditioning equipment to identify qualifying energy efficiency upgrades. Customer types audited: Restaurants, grocery/convenience stores, retail, residential, schools
Outcomes achieved	Since 2014: • 279 customers served • 900,244 kWh saved
Contract start and end date	7/1/2018 – 6/30/2022; original contract start date 2015
City of Banning Energy Audits, Solar Plan Review and Technical Assistance	
Description of contract	As a result of our work in the Business Energy Efficiency Funds, RHA was awarded an additional contract to perform energy audits, solar feasibility studies and power quality analysis for residential, commercial and schools. Customer types audited: Residential, commercial, schools
Outcomes achieved	Since 2018: • 247 customers served • 4,411,318 kWh saved
Contract start and end date	4/18/18 - 12/31/23; original contract start date 2018
RPU Small Business Direct Install Program	
Description of contract	RHA helps qualifying businesses install new high-efficiency lighting and other energy-efficient measures to help reduce customers' energy costs. Services RHA provides include outreach and education, energy surveys, customized retrofit recommendations, installation, and program reporting. Customer types audited: Restaurants, grocery/convenience stores, retail
Outcomes achieved	In 2023: • 355 customers served • 1,216,111 kWh saved
Contract start and end date	2024 – 2025; original contract start date 2020
RPU Commercial Exterior Lighting Program	
Description of contract	RHA helps qualifying businesses install new high-efficiency lighting and other energy-efficient measures to help reduce small business customers' energy costs associated with outdoor lighting. Services RHA provides includes a free energy

	assessment to evaluate energy use and the corresponding efficiency opportunities for businesses. Customer types audited: Car dealerships, shopping plaza, office parks
Outcomes achieved	In 2023: • 60 customers served • 581,665 kWh saved
Contract start and end date	2024 – 2025; original contract start date 2020
VPU Energy Audits	
Description of contract	RHA conducts ASHRAE Level I, II and III energy audits, third-party verification, industrial metering, troubleshooting of power-related issues and compressed air retro-commissioning for the City of Vernon as part of the Customer Incentive Program. These energy audits provide customers with a roadmap for energy efficiency upgrades, retrofits, implementation guidance and repairs to the existing infrastructure. Customer types audited: Manufacturing, refrigerated warehouses, large warehouse distribution
Outcomes achieved	Since 2015: • 78 customers served • 17,288,431 kWh saved
Contract start and end date	2023 – 2026; original contract start date 2011
Victorville Municipal Utility Comprehensive Energy Audits	
Description of contract	RHA conducted ASHRAE Level I, II and III audits and provided audit reports for commercial and industrial customers. Customers could select RHA or an external contractor to install recommended energy efficiency upgrades. RHA provided ongoing support and follow-up through the incentive process in both cases. Customer types audited: Conditioned/unconditioned storage, airport
Outcomes achieved	Since 2014: • 12 customers served • 4,378,430 kWh saved
Contract start and end date	2020 – 2024; original contract start date in 2014
LBUSD Energy Management and Consulting Services	
Description of contract	RHA coordinates accountability for district energy consumption and supports developing energy management and sustainability programs and efficiency standards. Our work with LBUSD included auditing LBUSD's 90 school sites focusing on high-energy consumers, assessing the feasibility of EV charging

	infrastructure and managing a solar installation project. Customer types audited: Schools, large offices, refrigerated warehouses
Outcomes achieved	In 2023: • 10,503,813 kWh saved • 117,620 therms saved
Contract start and end date	2023 – 2024; original contract start date 2014
SoCalGas Business Energy Efficiency Surveys	
Description of contract	RHA provides surveys to business customers and refers them to eligible programs. The survey reports include energy and cost savings estimates, project costs and rebates for applicable measures. Customer types audited: Commercial, agricultural, industrial
Outcomes achieved	35 customers served in 2023
Contract start and end date	2023 – 2026
Xcel Energy Residential Battery Demand Response Pilot	
Description of contract	Xcel Energy's Battery Connect pilot evaluation supports Xcel Energy's broader demand response (DR) strategy by identifying dispatch strategies that maximize kW impacts, estimating the financial value of each battery ($/kWh), and generating an 8760-hour battery load shape to evaluate year-round performance. It further explores how battery behavior varies with and without utility intervention and assesses the influence of electric rate structures and operating modes on customer battery usage.
Outcomes achieved	• 125 residential solar-plus-storage customers recruited to participate • 31 total battery charge events • 41 total discharge events • Average beginning-of-day discharge capacity of 9 kWh • Average during-the-day charging capacity of 16 kWh
Contract start and end date	2020 - Present

4.1.2 References

Client references are provided in Table 4 below.

Table 4. References

Name and Title	Email	Phone
Brandon Robinson – Associate Electrical Engineer	brobinson@banningca.gov	951-922-3263
Erica Cassadas – Assistant Electric Service Planner	ecassadas@banningca.gov	951-922-3263

Cynthia Rafferty
President
559.573.3551
ri.bd@resource-innovations.com



Appendix 1 Resumes



Gabriel Peredo

Director
Title 24 Acceptance Test Technician, BPI Building Analyst & Envelope, CALCTP-AT Technician, EPA Refrigerant Recovery & Recycling

Gabriel has over 21 years of experience in engineering and energy efficiency. He specializes in developing and executing energy efficiency and direct installation programs for commercial, industrial and residential utility customers. Throughout his career, Gabriel has led numerous direct installation programs, conducted thousands of comprehensive audits and performed feasibility studies. He has also managed engineering teams and overseen projects related to building expansion, environmental compliance and lighting retrofits.

EXPERIENCE

Senior Director | Director | Senior Manager | Independent Engineering Consultant, Richard Heath & Associates, Inc. (acquired by Resource Innovations) (2008 - Present)

Gabriel provides overall leadership for RHA's energy efficiency, energy management, construction and construction management contracts in Southern California. He oversees small business, commercial and residential direct install programs for municipal utilities, as well as energy efficiency programs for large commercial, industrial and multifamily customers. Gabriel manages a team of 40+ staff, ensuring compliance, financial accountability and service quality. He has developed energy survey tools and audit templates compliant with ASHRAE standards, researched emerging regulations and established RHA's energy efficiency engineering department. Gabriel also conducted environmental risk assessments and audits, ensuring compliance with federal, state and city regulations.

Environmental District Coordinator, United Parcel Services (2000 - 2006)

Gabriel oversaw more than 25 industrial facilities to ensure environmental compliance. He conducted environmental training, including spill response, and managed stormwater plans, gas stations, facility waste disposal, automotive oil recycling and other environmental-related activities.

EDUCATION, CERTIFICATIONS, AND LICENSING

B.S. in Electrical Engineering – California State University, Northridge

Title 24 Acceptance Test Technician

Building Performance Institute (BPI) Building Analyst & Envelope

California Advanced Lighting Controls Training Program – Acceptance Test Technician (CALCTP – AT)

Environmental Protection Agency (EPA) Refrigerant Recovery & Recycling (Type I, II, III)

AFFILIATIONS

California Efficiency + Demand Management Council • Utility Energy Forum • Coalition of Adequate School Housing

AREAS OF EXPERTISE

Commercial Program Design & Delivery • Direct Installation • Audits (ASHRAE I-III) & Assessments • Energy & Sustainability • Construction & Compliance • Commissioning/Retro-Commissioning

REPRESENTATIVE PROJECTS

Anaheim Public Utilities (APU) – Small Business Energy & Water Direct Install Program (2008 - Present)

Gabriel oversees the daily operations and strategy of APU's Small Business Energy & Water Direct Install Program. Focused on efficiency and customer service, he directs program staff to ensure smooth energy audits, direct installations and project management. Under his leadership, the program has served 5,800 small businesses, achieving significant energy and water savings. His expertise in optimizing workflows and driving conservation strategies has been key to the program's ongoing success and community impact.

Riverside Public Utilities (RPU) – Small Business Direct Installation & Outdoor Lighting Programs (2020 - Present)

Gabriel manages the implementation of RPU's Small Business Direct Install & Outdoor Lighting programs, ensuring businesses receive cost-effective energy efficiency solutions. He oversees program services, including program outreach, energy surveys, and direct installation of high-efficiency lighting and other energy-saving measures. Under his leadership, the program has supported hundreds of small businesses in lowering energy costs and improving sustainability through customized retrofit solutions. Gabriel's strategic oversight has strengthened program effectiveness, expanded participation, and maximized energy savings for local businesses.

PUBLICATIONS

Peredo, G., Flores, J. (Burbank Water and Power Marketing Manager) (2019). "Collaborative Utility Projects: Power Factor Correction." Utility Energy Forum.

Peredo, G., (2016 to Present). "Facility Standards: HVAC and Lighting Systems." Facilities Design Standards Committee, Long Beach Unified School District.

Peredo, G., (2010–2023). "ASHRAE Level I & II Reports" Internal Technical Documentation for Southern California Clients.

CONFERENCE PRESENTATIONS

Peredo, G. (2023). "Laying the Groundwork for Intelligent Commercial, Industrial and Institutional Benchmarking," California Water Data Summit, September 2023, Palo Alto, CA

Peredo, G. (RHA Senior Director), (2022). "ELECTRIC VEHICLE (EV) TECHNOLOGY." Anaheim Public Utilities Webinar, 2022, Anaheim, CA.

Peredo, G., (2023). "Orange Unified School District Energy Efficiency Capital Improvements and Funding Opportunities." Orange Unified School District School Board, 2023, Orange, CA

Peredo, G., Van Westerhuyzen, D. (LBUSD Director of Maintenance), Castillo, J. (SBCUSD Director of Maintenance) (2021). "Applying for AB 841 Funding: Measures and Application Process for K–12 Schools." Coalition for Adequate School Housing Annual Conference, June 2021, Palm Springs, CA

Danielle Côté-Schiff Kolp

Principal

MESM



Danielle Kolp is a Principal in Resource Innovations' Advisory Services group, leading the Market Research and Evaluation practice and is located in Portland, Oregon. Danielle has 16 years of experience managing energy efficiency and distributed energy resource (DER) projects, including market research; market characterization; program planning and design; impact and process evaluation services; market transformation; and regulatory support for residential, commercial, and industrial sectors around North America. She has conducted and overseen hundreds of trade ally and other market actor interviews, tens of thousands of survey completes, and thousands of site visits, culminating in a range of deliverables including market research and market characterization reports, strategic plans, extensive portfolio evaluation reports, regulatory testimony, and performance dashboards. She also specializes in program evaluation and design for solar PV, battery storage, transportation electrification, HVAC, HPWH, strategic electrification, weatherization, online marketplaces, C&I measures, new and existing buildings, low-income programs, behavior programs, demand response, energy efficiency education, and small business and multifamily direct install through upstream, midstream, and downstream channels.

EMPLOYMENT

Principal | Senior Manager, *Resource Innovations (2022 - Present)*

Danielle leads the Market Research and Evaluation team and is the primary principal investigator or project manager for many of Resource Innovations' evaluation and market research projects.

Senior Associate | Associate | Senior Analyst, *Cadmus (2009 - 2022)*

Danielle served as project manager for several multi-year portfolio evaluations, as well as strategic research projects to help her utility clients.

EDUCATION

MS, Environmental Science and Management – Donald Bren School, University of California, Santa Barbara

BS, Mathematics – University of Puget Sound

BS, Natural Science, Physics Emphasis – University of Puget Sound

AREAS OF EXPERTISE

Market Research • Energy Efficiency and DER EM&V • Primary Data Collection • Program Planning and Design • Performance Dashboards • Stakeholder Engagement • Regulatory Support

REPRESENTATIVE PROJECTS

Energy Trust of Oregon - Solar Impact and Process Evaluation, Program Support (2016-2018, 2020-2022)
Danielle managed PV impact evaluation for the entire state for program participation from 2011 to 2015. Delivered true production values compared to estimated output to compute realization rates and observable trends by region, year, and technology. Follow on work included a process evaluation of the solar installation

verifiers, a review of PV installation requirements yielding recommended improvements, and building a solar trade ally rating methodology and tool using R.

PacifiCorp – Battery Storage Program Assessment (2021)
Danielle led a study of Rocky Mountain Power's Utah battery storage program to analyze battery charge/discharge, solar production, and overall load at a 600-unit apartment complex to quantify four grid service benefits: frequency regulation, peak load management, circuit congestion relief, and backup power.

Pacific Power – Electric Vehicle Market Characterization in Oregon (2020)
Performed primary and secondary data collection and analysis to inform the new design of an EV program in Oregon based on EV registration data, primary interviews with electricians and car dealerships, and other data sources. The study provided data on how many, what types and where EV's and chargers were located, characteristics of those who owned them, barriers to ownership including electrical needs of older homes, and recommendations on how to increase adoption, especially those in MF and disadvantaged groups.

New York Power Authority (NYPA) – EE and DER Potential for New York Through 2030 (2022–2023)
Danielle served as the project manager for the potential model that has produced technical, economic, and achievable potential for New York state through 2030. The findings were provided in an interactive model as well as summary presentations. Over 50 interviews were performed with current and potential clients to learn customer insights about awareness, support, and challenges facing non-residential entities in undertaking energy efficiency and distributed energy resources (primarily solar PV and storage). This work culminated in new program development concepts, and strategic consulting to help NYPA attain their large TBtu savings and GHG reduction goals by 2025 and 2030.

Northwest Energy Efficiency Alliance (NEEA) – Agricultural Pumps Market Research (2024-present)
Danielle is leading the market research to develop a better understanding of the agricultural pump market for irrigation in the Northwest states. The team is performing in-depth interviews with manufacturers, distributors, installers and end-users in addition to a comprehensive secondary literature review. Topics for the research include awareness of the efficient pump market, technologies, barriers, motivators, and the supply chain.

Independent Electricity System Operator (IESO) – HVAC Non-Residential Market Characterization in Ontario (2023–2024)
Danielle served as the project manager in developing a market characterization of Ontario's HVAC market actors. Secondary research helped inform the development of five in-depth interview guides to target interviews with 35 market actors including manufacturers, distributors, retailers, designers, and installers. The objective of this research was to ascertain who the market actors are and how they interact, market responses to regulatory or CDM program initiatives, the value and supply chains, and where future initiatives can influence the market.

Enbridge Gas – Small Business Market Characterization in Ontario (2023-2024)
Danielle led a market characterization study for small business natural gas customers in Ontario, Canada. Six priority business segments were targeted in seven geographical regions with an online survey instrument that gathered information on building characteristics, business attributes, ownership types, decision-making processes, energy-efficiency awareness, and program participation. Surveys representing nearly 600 locations were completed in addition to service

provider interviews. In addition to data synthesis, reporting, and program opportunity identification, RI created an extensive, interactive dashboard with survey responses enabling data manipulation and discovery.

PacifiCorp – Residential and C&I Portfolio Evaluations (2015–2022)

Danielle served as the project manager for a five-state impact and process evaluation for several residential programs (2015-2018) and the nonresidential portfolio (2015-2022). The evaluation included on-site and virtual visits, engineering analysis, billing analysis, a three-state leakage study using store intercepts, net-to-gross analysis, in-depth lighting evaluation, process analysis, and thousands of surveys including program participants, nonparticipants, trade allies, builders, HERs raters, and a general residential population survey. In the most recent evaluation cycle, she led the development of an online dashboard and memo to replace traditional evaluation reports, which was well received by Commission staff.

EfficiencyOne Nova Scotia – HPWH Market Characterization and Natural Market Baseline (2022–2023)

EfficiencyOne required assistance choosing a suitable measure to perform market transformation in Nova Scotia. Working with the RI Market Transformation team, Danielle led the second phase of the work to develop a natural market baseline and program design recommendations for heat pump water heaters using a general population survey, trade ally interviews, manufacturer and distributor interviews, analysis of sales data, and incorporation of best practices.

Duke Energy – Residential and Business Program Evaluations (2022–Present)

Danielle serves as the program evaluation manager for four Duke jurisdictions' residential HVAC program, including primarily heat pumps and central air conditioners. The process and impact evaluations include participant surveys, trade ally interviews, NTG analysis, TRM engineering analysis, heat pump and air conditioning residential metering study (nearly 140 homes for six months), and AMI analysis for smart thermostats, duct sealing, and attic insulation measures. Danielle also serves as the project manager and process lead for the residential Water Kits program and EE Education kit programs over the same four jurisdictions which include extensive survey and interview outreach with participants, parents, and teachers. Danielle also leads the process evaluations for two business programs in Duke's jurisdictions.

Commonwealth Edison (ComEd)/Nicor Gas/People's Gas – Income Eligible Bill Impacts Analysis, Gas and Electric (2022–2023)

Danielle served as the principal investigator for an income eligible billing analysis between ComEd electric and Nicor and Peoples/Northshore gas companies. Five different weatherization programs over three program years are being analyzed to determine gas and electric savings, as well as bill savings. The second phase of the analysis identifies program design enhancements to encourage greater savings and customer understanding and accessibility.

Northern Indiana Public Service Company (NIPSCO) – Portfolio EM&V (2019–2022)

Danielle led the process and impact evaluation for the residential and non-residential portfolio including engineering and metering analysis, billing analysis, TRM review, participant surveys, trade ally interviews, and net-to-gross. Included frequent involvement with the state Oversight Board.

Energy Trust of Oregon – New Buildings Impact Evaluation (2020–2021)

Danielle served as the project manager for 2018 and 2019 New Buildings impact evaluation determining electricity, natural gas, and peak demand savings. This analysis included managing customer site visits during the COVID-19 pandemic.

New York State Energy Research and Development Authority (NYSERDA) – C&I Market Mapping Study
(2019–2020)
Danielle managed a C&I market mapping study to determine measure implementation barriers and solutions, using dozens of stakeholder interviews. With a goal to pinpoint opportunities for collaboration between NSYERDA and New York utilities, Danielle facilitated collaboration and communication between organizations to bolster energy efficient measure adoption. This work included the creation of a “Collaboration Pathways” document to assist program teams in developing strategic workplans.



Dylan Klomhaus

Advisory Services Lead II
PE, CEM, CMVP

Dylan is a licensed professional engineer (PE) with extensive experience in the design, delivery, and evaluation of Demand Side Management (DSM) programs across North America. Dylan Klomhaus specializes in project management, technical analysis, and performance evaluation for utility and government energy programs. He has led high-impact initiatives for major clients, including Southern California Edison, Duke Energy, and the IESO, delivering actionable insights through rigorous measurement and verification, cost-effectiveness assessments, and emissions impact analysis. With a strong background in stakeholder engagement and regulatory processes, Dylan brings a strategic and data-driven approach to advancing clean energy solutions.

EMPLOYMENT

Advisory Services Lead II, Resource Innovations (2022 - Present)

Dylan manages and conducts technical evaluations for Demand Side Management (DSM) programs across North America. He leads measurement and verification (M&V), impact and cost-effectiveness evaluations, and identifies opportunities for program improvement. Dylan serves as the project manager and lead analyst for high-profile initiatives such as Southern California Edison's Clean Energy Optimization Pilot (CEOP), where he oversees incentive verification, emissions reduction analysis, and grid impact assessments. He is responsible for synthesizing complex data into actionable insights and delivering comprehensive evaluation reports to utility clients, including Duke Energy and the IESO.

Program Engineer, Colorado Energy Office (2019 - 2022)

Dylan supported the design and implementation of energy efficiency and demand response programs for the State of Colorado. He engaged with the Colorado Public Utilities Commission, state legislators, and stakeholders to navigate rulemaking processes and promote clean energy initiatives. His work involved technical analysis, policy support, and stakeholder management to advance DSM program goals and ensure alignment with state energy objectives.

Energy Solutions Engineer, Xcel Energy (2017 - 2019)

Dylan was involved in the delivery and oversight of utility DSM programs. He provided engineering support for energy efficiency and demand response initiatives, contributing to program design, implementation, and performance tracking. His responsibilities included conducting technical assessments, supporting customer engagement, and ensuring program compliance with regulatory and performance standards.

EDUCATION, CERTIFICATIONS, AND LICENSING

B.S. Mechanical Engineering – University of Colorado

Professional Engineer (PE) Colorado – 0059460

Certified Energy Manager (CEM) – Association of Energy Engineers

Certified Measurement & Verification Professional (CMVP) – Association of Energy Engineers

AREAS OF EXPERTISE

Utility and Government Program Evaluation • Cost Effectiveness Analysis • Measurement and Verification • Technical Energy Audits • Stakeholder Management • Program Design

REPRESENTATIVE PROJECTS

Independent Electricity System Operator (IESO) – Interim Retrofit Program Evaluation (2022 - Present)

For the IESO Small Business Program evaluation, Dylan is the project manager and impact evaluation lead. He has been responsible for overseeing all aspects of the program evaluation, including client management, evaluation planning, data cleaning and sampling, project data collection and analyses, process evaluation, and delivering evaluation results to IESO leadership. He has performed a comprehensive analysis of the evaluated program results to provide actionable and impactful key findings and recommendations to the client, including presentations and written reports.

Duke Energy – Small Business Energy Saver Program Evaluation (2023 - Present)

For the Duke Energy Small Business Energy Saver program evaluation, Dylan is the project manager and impact evaluation lead. He is responsible for overseeing all aspects of the program evaluation, including client management, evaluation planning, data cleaning and sampling, project data collection and analyses, process evaluation, and delivering evaluation results to Duke leadership. He has performed a comprehensive analysis of the evaluated program results to provide actionable and impactful key findings and recommendations, including presentations and written reports.

Duke Energy – Commercial Evaluation (2023 – Present)

For the Duke Energy SmartPath program evaluation, Dylan is the project manager and impact evaluation lead. He is responsible for overseeing all aspects of the program evaluation, including client management, evaluation planning, data cleaning and sampling, project data collection and analyses, process evaluation, and delivering evaluation results to Duke leadership. He has performed comprehensive analysis of the evaluated program results to provide actionable and impactful key findings and recommendations to the client, including presentations and written reports.

Southern California Edison – Clean Energy Optimization Pilot (2022 - 2025)

For the Southern California Edison Clean Energy Optimization Pilot (CEOP) program evaluation, Dylan has served as the lead for Resource Innovations' evaluation tasks. He has been responsible for overseeing a range of tasks, including performance payment verification, local grids impact analysis, GHG emissions reduction analysis for facilities and transportation assets, measure life analysis, client management, evaluation planning, and data cleaning. He has also delivered evaluation results to Duke leadership, including presentations and written reports.

Lauren Cinquini

Energy Engineer III

With 10 years of professional experience in energy efficiency and weatherization, Lauren serves as a key contributor to RI Technical Services team. Lauren provides senior engineering support, including as it relates to technical curricula development for field personnel, technical support, standards development and engineering analysis, including data analytics and reporting.

Additionally, Lauren provides technical and program management support to multiple designated state and investor-owned utility programs. Lauren also defines programmatic technical processes for multiple programs under RHA's administration.

EXPERIENCE

Energy Engineer III, Resource Innovations (2011 - Present)

Lauren provides technical support, process design, curriculum development and training for programs. She develops field processes, data collection methods and training curriculum for energy auditing and supports the calculation and documentation of energy savings for measures used in energy efficiency and weatherization programs.

EDUCATION, CERTIFICATIONS, AND LICENSING

B.S. Mechanical Engineering, California State University, Chico

Engineer in Training

California HERS I Alterations, New Construction, RCA Certification

California HERS II Certification

HVAC Technician Certification

AREAS OF EXPERTISE

Residential Energy Audits • Pilot Program Implementation • Policy Research & Development • Project Management • Technical Assistance • Data Analytics and Reporting



Anna-Elise Smith

Advisory Services Manager
MPP

Anna-Elise Smith is an Advisory Services Manager in Resource Innovations' Advisory Services group. She has expertise in applying econometric and statistical analysis to develop insight and solutions to complex energy issues. Anna-Elise has worked on a variety of projects since joining Resource Innovations and has been responsible for estimating the load impacts and cost-effectiveness of ComEd's Peak Time Savings program and modelling the peak load impacts, conservation effects, and societal net benefits associated with Elevate Energy's Hourly Pricing program. Anna-Elise led a team of analysts to conduct benefit-cost analyses for resiliency projects across four Avangrid operating companies in New York, Maine, and Connecticut. Notably, Anna-Elise supported testimony as an expert witness on behalf of United Illuminating in their 2023-2027 Rates Case.

EXPERIENCE

Advisory Services Manager, Resource Innovations (2021 - Present)

Anna-Elise focuses on demand-side management program measurement and evaluation, resiliency studies, outage cost estimation, and energy efficiency program evaluation. Anna-Elise has been responsible for estimating the load impacts, cost-effectiveness, process evaluations, greenhouse gas impacts, and performing baseline analysis and benefit-cost analyses. Anna-Elise also manages Resource Innovations' corporate greenhouse gas inventory and works to reduce the company's carbon footprint.

MRV Initiatives Associate | Intern, The Climate Registry (2019 - 2021)

Anna-Elise led the development of The Climate Implementation Tracker Tool, an automated Excel tool which allows countries to track progress toward various goals comprising their Paris Agreement Nationally Determined Contributions. She facilitated stakeholder engagement of a California-based wastewater working group focused on emissions accounting and sustainability and delivered relevant summary reports. Anna-Elise supported an update to a small-business greenhouse gas accounting guidance standard by integrating best practices and stakeholder feedback.

Research Assistant, The Energy Policy Institute at Chicago (2019 - 2020)

Anna-Elise performed data collection, data management, and regression analysis to measure costs associated with the Jones Act.

EDUCATION, CERTIFICATIONS, AND LICENSING

B.A. in Ecology and Evolutionary Biology – University of Colorado Boulder

MPP, Energy & Environment – University of Chicago Harris School of Public Policy

AREAS OF EXPERTISE

Net Benefits Studies • DR Impact Evaluation • DR Cost-Effectiveness Studies • Regulatory Support • Baseline Analysis • Process Evaluations • Greenhouse Gas Emissions Accounting • Probability Analysis • Data Management: STATA, R, Python

REPRESENTATIVE PROJECTS

Lawrence Berkely National Lab (LBNL) – Update to the Interruption Cost Estimate (ICE) Calculator 2.0

(2022 - Present)

This project in collaboration with LBNL aims to update the underlying econometric models to the online ICE calculator, which allows utilities and other users to estimate customer power interruption costs. Anna-Elise has led in the analysis of non-residential surveys for more than 10 participating utilities and compiled reports for each utility with their survey results. Anna-Elise also provided economic research and development to aid in the estimation of non-residential interruption costs.

SMUD – Peak Conserve Evaluation

(2024 - Present)

This project evaluates the load impacts, bill impacts, and levelized cost associated with SMUD's Peak Conserve program. Peak Conserve is a direct load control AC cycling program, initiated in summer 2023. Anna-Elise managed data, developed matched control groups, and evaluated load impacts and bill impacts associated with program events. Additionally, Anna-Elise utilized programmatic costs to assess the levelized cost of the program.

Duke Energy – My Home Energy Report Impact Evaluations (2023 - Present)

This project evaluates the net energy savings associated with receiving behavioral intervention in the form of monthly home energy reports. The evaluation also estimates the impact of the program on participation in energy efficiency offerings within the Duke Energy market. Anna-Elise managed data, developed matched control groups, and evaluated net energy savings and energy efficiency uptake due to HER within the Kentucky and Indiana jurisdictions.

Pacific Gas & Electric and San Diego Gas & Electric – Home Energy Report Early Monitoring and Verification (2024)

The purpose of this project is to provide early measurement and verification of the Home Energy Reports programs administered by PG&E and SDG&E. Anna-Elise calculated electric and natural gas energy savings for calendar years 2021 and 2022.

The British Colombia Hydro and Power Authority (BC Hydro) – Current and Future Demand Side Management Product Roadmap Research (2023)

Anna-Elise led a team of analysts to conduct in-depth research of existing and proposed demand management and flexibility programs administrated by utilities in the U.S. and Canada. The team combed through strategic plans, integrated resource plans, and other documentation to develop utility jurisdiction demand flexibility profiles.

American Family Insurance (AFI) – Ten Year Facilities Decarbonization Roadmap (2023)

This project developed a long-term real estate strategy for AFI's facilities to achieve their carbon neutrality goal. Anna-Elise provided research and recommendations on several options including power purchase agreements, carbon offsets, and onsite solar.

Southern California Gas (SoCal Gas) – Kitchen Management Test-and-Learn (2023)

The Kitchen Management Test-and-Learn utilized instrumentation and analysis to detect increases in methane emissions and predict future methane leaks within large-scale kitchens. This project documented and analyzed the outcomes of this effort. Anna-Elise evaluated and summarized equipment surveys, which asked kitchen managers about their experience in the two-year test-and-learn.

AVANGRID – Benefit Cost Analysis of 2023-2026 Resiliency Projects (2021 - 2023)

This project supported Avangrid utilities' 2023-2026 Resiliency proposals in New York, Maine, and Connecticut by providing benefit-cost analyses (BCAs) of proposed resiliency investments. Anna-Elise led a team of analysts to collect inputs, perform interruption cost modelling, and avoided cost modelling to conduct the BCAs across four utilities simultaneously. Anna-Elise also performed benefit-cost analysis of the first two years of United Illuminating's (UI Connecticut) Distribution Automation Plan. Anna-Elise validated UI's internal cost-effectiveness tool and provided related recommendations. Anna-Elise responded to regulatory data requests and attended hearings as a supporting witness in UI's 2023-2027 Rates Case.

United Illuminating (UI) – Comprehensive Benefit Cost Analysis of Resiliency and Reliability Projects (2024 - Present)

This project supported UI in applying the Connecticut Public Utilities Regulatory Authority's (PURA) Resiliency and Reliability Standards. Anna-Elise led the project to evaluate rate payer affordability for all capital expenditures, benefit cost analysis of incremental resiliency and reliability proposals, and develop supporting testimony. Anna-Elise collaborated closely with UI subject matter experts to collect data, categorize capital expenses, and develop methodology to apply the Standards.

Commonwealth Edison (ComEd) – Residential Time-of-Use Pilot Evaluation (2022 - Present)

This project evaluates the load impacts, bill impacts, and customer satisfaction with the time-of-use pilot. Anna-Elise led and conducted the load impacts and process evaluation portions of the project. Anna-Elise managed three-and-a-half years of AMI data, generated matched control groups, and performed difference-in-difference analysis to identify the impact of the pilot rate on customer load during periods of interest and how electric vehicle ownership affected load impacts. Anna-Elise managed survey data and analyzed customer responses to determine customer habits under the pilot and satisfaction with the pilot. Anna-Elise reported results in a presentation and report.

Commonwealth Edison (ComEd) – Residential Time-of-Use Pilot & Hourly Pricing Evaluation (2023 - 2024)

This project builds on the previous residential time-of-use pilot evaluation. Anna-Elise led the comparison of load impacts across the residential time-of-use pilot and Hourly Pricing program.

Southern California Edison (SCE) – DR Prohibited Resources Verification Audit (2022 - Present)

This project randomly samples commercial and industrial customers which attest to having backup generators while enrolled in a demand response program. Anna-Elise assisted in contacting customers to collect generator logs, compiled data and organized it for analysis. Then, to ensure they are not using backup generation during demand response events, Anna-Elise compared their use to prohibited demand response event hours. Anna-Elise reported findings through a report.

Duke Energy Carolinas (DEC) – Power Manager Process Evaluation (2021 - Present)

This annual survey evaluation is designed to evaluate DEC Power Manager participants' awareness of load curtailment events, satisfaction with enrollment incentives, household comfort during events, and retention and referral rates. Anna-Elise performed analysis of post-event and non-event surveys to measure customer response to load curtailment events and overall customer satisfaction with the program. Anna-Elise evaluated responses between two groups of participants: those enrolled in Direct Load Control and those enrolled in the Bring Your Own Thermostat program.

Duke Energy Indiana (DEI) – Power Manager Process Evaluation (2021 - Present)

This annual survey evaluation is designed to evaluate DEI Power Manager participants' awareness of load curtailment events, satisfaction with enrollment incentives, household comfort during events, and retention and referral rates. Anna-Elise performed analysis of post-event and non-event surveys to measure customer response to load curtailment events and overall customer satisfaction with the program.

California Public Utilities Commission (CPUC) – Demand Response Auction Mechanism Evaluation (2021 - 2023)

This project is designed to evaluate many facets of the Demand Response Auction Mechanism (DRAM), including engagement of new customers and Demand Response Providers (DRPs), competitiveness of bids and offer prices, analyze DRAM seller performance, assess if DRPs met contractual obligations, and evaluate if DRAM resources were reliable when dispatched. Anna-Elise performed independent baseline analysis of demonstrated capacity to estimate accuracy of invoiced demonstrated capacity. Anna-Elise managed and summarized CAISO bid and settlement data to compare demonstrated capacity to contracted capacity, as well as to compare DRAM bids into the day-ahead market and real-time markets. Following the delivery of the DRAM evaluation report, Anna-Elise has responded to regulatory data requests and delivered organized and detailed analysis methodology and datasets for stakeholders.

Duke Energy Kentucky (DEK) – Peak Time Rebate Pilot Evaluation (2021 - 2023)

This annual study is designed to estimate the impact of DEK's Peak Time Rebate (PTR) Pilot Program on peak load. Anna-Elise performed propensity score matching of control customers to treated customers, a difference-in-difference analysis to estimate the load impacts for three seasons of the PTR Pilot.

Commonwealth Edison (ComEd) – Peak Time Savings Evaluation (2021 - Present)

This annual study is designed to estimate the impact of ComEd's Peak Time Savings Program on peak load and evaluate the program's cost effectiveness. In 2021, Anna-Elise performed propensity score matching of control customers to treated customers, a difference-in-difference analysis to estimate the load impacts and helped calculate the program's cost effectiveness annually. In the following years, Anna-Elise calculated the program's cost effectiveness.

Pacific Gas and Electric (PG&E) – Universal Audit Tool Evaluation (2021 - 2023)

This annual study is designed to estimate the impact of PG&E's Universal Audit Tool (UAT) on residential electric and gas usage. Anna-Elise performed propensity score matching of control customers to treated customers, a difference-in-difference analysis to estimate the electric and gas savings for customers in their first year after using the UAT. Anna-Elise also used this methodology to estimate peak demand load impacts associated with customers using the UAT.

Southern California Edison (SCE) – Clean Energy Optimization Pilot (2022 - 2023)

This project evaluated the energy and greenhouse gas savings associated with SCE's Clean Energy Optimization Pilot. Anna-Elise supported this project through research on emissions accounting methodology, delivering background and description of several methodologies and emission factor sources.

Vail Resorts – Validation of Energy Efficiency Goals (2022)

This project supported Vail Resorts in validation and general consulting on Vail's net zero greenhouse gas emissions goal. Anna-Elise conducted research and delivered a memorandum on comparable companies' net zero goals, key performance indicators, and energy efficiency actions. Anna-Elise validated and made recommendations around Vail's calculation of progress toward their energy efficiency and net zero goal.

Itron – Measurement and Verification Support (2022)

Anna-Elise supported Itron in conducting and reporting on several M&V evaluations while an employee was out on maternity leave. The evaluations focused on demand response evaluations across several utility jurisdictions.

Pacific Gas and Electric (PG&E) – Demand Response Cost Effectiveness Evaluation (2021 - 2022)

This project aimed to provide cost-effectiveness support to PG&E's 2023-2027 Demand Response Application to the CPUC. Anna-Elise supported avoided cost calculation, sensitivity analysis, and data inputs management.

Pacific Gas and Electric (PG&E) – 8760 Hourly Savings Estimate (2021 - 2022)

This project applied findings from the previous study to generate hourly savings. Anna-Elise generated the 8760 hourly savings workbook detailing each hour's savings for the year and supported drafting methodology for PG&E's workpaper plan submitted to the CPUC.

Pacific Gas and Electric (PG&E) – Power Analysis (2021 - 2022)

This project applied findings from the previous study to guide the Joint Utilities of California in developing their own Universal Audit Tool. Anna-Elise developed a methodology to conduct statistical power analysis on monthly gas and electric savings and developed an interactive workbook to test sample size, savings size, and statistical significance.

Consolidated Edison Company of New York (ConEd) – Innovative Pricing Pilots Power Analysis (2021)

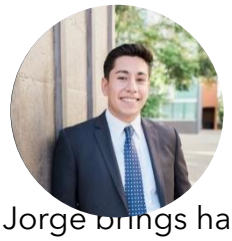
This study was designed to guide ConEd's Innovative Pricing Pilots' enrollment strategies, retention efforts, determine the number of pilots which can be tested, and understand the ability to measure the outcome of each pilot. Anna-Elise performed a statistical power analysis of commercial and industrial customers across several locations and pricing pilot structures.

Commonwealth Edison (ComEd) – Elevate Energy Hourly Pricing Evaluation (2021)

This project evaluated many facets of Elevate Energy's Hourly Pricing program including resulting social net benefits, energy conservation generated from participants, peak load impacts on event days, and the program's effect on market-wide PJM prices. Anna-Elise performed the load impacts analysis, net benefits study and PJM supply curve modelling, and drafted corresponding sections of the resulting report.

Elevate Energy – 8760 Hourly Impacts Study (2021)

This project applied findings from the previous study to observed hourly load to generate hourly impacts that could be used by Elevate Energy to calculate annual greenhouse gas savings. Anna-Elise studied prior years' work products to deduce how specific program effects were applied to hourly load and recreated several models to apply findings from the 2020 evaluation. She generated the 8760 hourly impacts workbook detailing each hour's impact for the year and the accompanying report.



Jorge Zamorano

Project Manager or Energy Manager (Full-time)

Jorge brings hands-on engineering experience with a focus on energy efficiency projects. He supports municipal utilities and school districts with energy audits, inspections, technical documentation, post-installation verification, and incentive processing for large commercial and industrial customers. He also reviews residential and commercial PV solar systems to ensure compliance with electric utility design standards. Jorge has served as the primary point of contact for managing commercial incentive programs and has acted as a direct technical resource in his role as an energy consultant. Known for his strong customer service skills and ability to manage multiple projects simultaneously, he builds lasting client relationships while delivering high-quality results.

EXPERIENCE

Energy Engineer II, Resource Innovations (previously Richard Heath & Associates, Inc.) (2022 - Present)

Jorge supports energy efficiency, maintenance, and school construction projects with technical expertise, fieldwork, and client coordination. He conducts energy audits, site inspections, and post-installation verifications to meet project goals. Jorge works with school districts on Energy and Building Management Systems, overseeing HVAC operations and scheduling work orders. He also provides project management support for HVAC, lighting system commissioning, and solar installations, reviewing electrical, mechanical, and construction drawings for compliance with District standards. Additionally, he evaluates energy-efficient products, troubleshoots systems, and provides field support. Jorge maintains client communication, assists with incentive applications, and ensures quality control, while staying up-to-date with emerging technologies and regulations to enhance project performance and sustainability.

EDUCATION, CERTIFICATIONS, AND LICENSING

B.S. in Science & Physics, California State University, Fullerton

NFPA 70E, Standard for Electrical Safety in the Workplace



Rozina Nalbandian

Project Manager or Energy Manager (Full-time)

Rozina is a skilled engineer with two years of experience supporting energy efficiency projects for municipal utilities and school districts. Her engineering background provides a solid foundation for conducting comprehensive energy audits, recommending efficiency measures, analyzing energy usage, and delivering detailed reports. She is also proficient in preparing technical documentation, performing site inspections, and verifying post-installation results to ensure project success.

EXPERIENCE

Engineer II, Resource Innovations (previously Richard Heath & Associates, Inc.) (2022 - Present)

Rozina supports school construction, maintenance, and energy efficiency projects through technical analysis, client coordination, and project oversight. She conducts energy audits, performs inspections, analyzes energy use, and verifies post-installation results. Rozina assists with troubleshooting HVAC, lighting, and mechanical systems, reviews energy-efficient products, and ensures program compliance and quality control. She maintains regular client communication, provides project updates, and researches/identifies rebate and incentive opportunities. Rozina also supports billing, develops design standards and RFP documentation, and researches technologies, funding opportunities, and policies to inform energy strategies and optimize project performance.

EDUCATION, CERTIFICATIONS, AND LICENSING

M.S. in Mechanical Engineering with an emphasis in Thermal Fluids and Energy Systems, California State Polytechnic, Pomona

B.S. in Mechanical Engineering with a minor in Mathematics, California State Polytechnic, Pomona

AFFILIATIONS

Tau Beta Pi • Pi Tau Sigma



Nevin Velasquez

Energy Manager (Full-time)

Nevin is a seasoned mechanical engineer with a strong background in energy efficiency, energy management, and sustainable building practices. He brings extensive experience in conducting comprehensive energy audits, analyzing utility and building performance data, and implementing strategies to optimize energy use across a variety of facilities. Nevin excels at managing projects from pre-construction through close-out, ensuring that sustainability and efficiency goals are met on time and within budget. He is a trusted partner to clients, contributing to all phases of project development including planning, system design, technical review, and cross-disciplinary coordination. His analytical approach and collaborative style make him a valuable asset on projects focused on performance improvement and long-term energy savings.

EXPERIENCE

Energy Engineer I, Resource Innovations (previously Richard Heath & Associates, Inc.) (2023 - Present)

Nevin supports energy efficiency programs by conducting detailed audits for commercial and residential customers to identify savings opportunities. He maintains ongoing communication with clients, provides project updates, and presents audit findings. Nevin ensures program compliance, assists in troubleshooting mechanical and electrical issues, and reviews energy-efficient products prior to installation. He also helps clients navigate incentive and rebate programs by reviewing and processing applications. In addition, Nevin supports quality control efforts to ensure project standards are met and conducts research on energy-efficient technologies, equipment, and regulations to inform project planning and implementation.

EDUCATION, CERTIFICATIONS, AND LICENSING

B.S. in Mechanical Engineering, California State University, Northridge

Engineer-in-Training (EIT) Certification, Board for Professional Engineers, Land Surveyors, and Geologists



Victor Medina

Assistant Project Manager (Full-time)

Victor is a skilled mechanical engineer with a strong foundation in energy efficiency, renewable energy, and systems optimization. He specializes in conducting ASHRAE Level I and II audits to identify energy and water conservation opportunities for municipal utility clients. In addition to analyzing building systems and recommending efficiency measures, Victor troubleshoots electrical and mechanical issues, and reviews product specifications. His technical acumen, attention to detail, and collaborative approach make him a valuable contributor to project planning, coordination, and successful implementation.

EXPERIENCE

Energy Engineer I, Resource Innovations (previously Richard Heath & Associates, Inc.) (2023 - Present)

Victor plays a key role in the planning, execution, and management of energy efficiency projects, supporting cross-functional teams and ensuring high-quality outcomes. He conducts ASHRAE-level audits to identify energy and water conservation opportunities, troubleshoots complex electrical and mechanical systems, and evaluates energy-efficient technologies prior to installation. Victor maintains consistent communication with clients, delivers detailed project updates and reporting, and ensures adherence to program requirements. He also contributes to quality control and compliance efforts, and applies research in energy efficiency, renewable energy, and equipment performance to optimize project results.

Industrial Engineer Intern, DSA Signage (2022 – 2023)

Victor supported process optimization by observing and documenting the construction of various assemblies, recording key components, tools, procedures, and timing. He developed digital work instructions to establish Standard Operating Procedures and conducted time studies to define standard task durations and identify opportunities for efficiency improvements.

EDUCATION, CERTIFICATIONS, AND LICENSING

B.S. in Mechanical Engineering, California State University, Northridge



Tristan Williams

Assistant Project Manager (Full-time or As-needed)

With a background in electrical engineering, Tristan has over two years of experience supporting energy efficiency projects from initial analysis through implementation. He assists in planning and executing comprehensive energy audits, develops energy savings calculations and payback analyses, and contributes to technical reporting, documentation, and client deliverables. Tristan also collaborates with cross-functional teams to support project coordination, troubleshoot field issues, and apply engineering insights that improve efficiency, timelines, and overall project outcomes.

EXPERIENCE

Energy Engineer I, Resource Innovations (previously Richard Heath & Associates, Inc.) (2023 - Present)

Tristan supports energy efficiency projects from assessment through implementation, contributing technical and project coordination expertise. He conducts detailed energy audits to identify efficiency opportunities, ensures program compliance, and supports engineering analysis of proposed measures. Tristan maintains consistent communication with clients, provides updates and reporting, and assists in resolving mechanical and electrical issues. He also reviews products prior to installation, supports quality control activities, processes rebate applications, and conducts research on emerging technologies, equipment performance, and regulations to inform project decisions and enhance implementation strategies.

EDUCATION, CERTIFICATIONS, AND LICENSING

B.S. in Electrical Engineering, California State Polytechnic



Andy Valle

Assistant Project Manager (As-needed)

Andy is a skilled engineer specializing in energy efficiency, with extensive experience managing energy audits and implementing tailored solutions to optimize efficiency. He plays a key role in ensuring project compliance and maintaining high-quality deliverables throughout the project lifecycle. Andy is adept at reviewing energy-efficient products, guiding clients through incentive and rebate processes, and leveraging his expertise in energy systems and renewable technologies to drive successful project outcomes. His strong problem-solving skills and commitment to sustainable practices make him a valuable asset.

EXPERIENCE

Energy Engineer I, Resource Innovations (previously Richard Heath & Associates, Inc.) (2023 - Present)

Andy supports energy efficiency projects from start to finish. He conducts comprehensive energy audits to identify opportunities for efficiency improvements and ensures projects align with program compliance and industry standards. Andy regularly communicates with clients, providing updates and presenting findings, while also assisting in troubleshooting electrical and mechanical issues. He evaluates energy-efficient products before reviewing recommendations with clients, guides clients through the incentive and rebate process, and supports quality control efforts to ensure project deliverables are met. Andy conducts research on energy efficiency, equipment, and renewable energy to inform project strategies and ensure optimal outcomes.

EDUCATION, CERTIFICATIONS, AND LICENSING

B.S. in Mechanical Engineering, California State University, Merced

Chelsea Arreola

Energy Energy Engineer I (Full-Time)

Chelsea brings hands-on engineering and project management assistance experience, with a strong foundation in electromechanical engineering, technical calculations, and energy efficiency natural gas related projects. She supports engineering efforts with technical analysis, system design, report writing, and client coordination. Chelsea has collaborated on multiple engineering projects that involved robotics, control systems, finite element analysis, and stress testing. Known for her problem-solving skills and ability to manage multiple responsibilities, she brings both technical expertise and practical experience to support energy efficiency, design, and operations teams.

EXPERIENCE

Energy Engineer I, Resource Innovations (previously Richard Heath & Associates, Inc.) (2024 - Present)

Chelsea progressed from intern to Engineer I at Resource Innovations – Richard Heath & Associates (RHA), where she supported the CoMFI program by conducting energy assessments with a focus on natural gas measures. In this role, she performed on-site evaluations, engaged directly with property owners, and carried out detailed calculations to identify energy efficiency opportunities. She prepared technical reports and presented her findings to property management companies and multifamily building owners, ensuring that results were clearly communicated and actionable. Chelsea also developed and applied Excel-based tools to streamline analysis and reporting, while leveraging RHE's industry database to support project management, tracking, and documentation.

EDUCATION, CERTIFICATIONS, AND LICENSING

California State Polytechnic University, Pomona | Pomona, CA

Bachelor of Science in Engineering, Major: Electromechanical Engineering (Expected December 2024)

Relevant Coursework: Machine Elements, Robotics, Instrumentation & Control Systems, Finite Element Analysis

Technical Skills: C++, Electronic Circuits, SolidWorks, Fusion 360, Excel, Stress Analysis, MATLAB, ANSYS, Microsoft PowerPoint

Brandon Nakasako

Torrance, CA * brandon.nakasako@gmail.com * (310) 493-3463

Job Number: Mechanical Engineer

Summary of Qualifications:

- Worked on Cal State Fullerton Rover team 2024 on the Science Box team, designed a life detection system.
- Sales skills and amazing customer experience.
- Experience with working in a team environment, also with experience in taking up leadership roles.
- Experience with softwares such as MATLAB, SIMULINK, SOLIDWORKS, and Cardiovascular.
- Experience with using Microsoft in all aspects, from Word, Excel and Outlook.

Chronological Listings of Applicable Experience:

RHA Energy Efficiency Engineer Intern (November 2024 - Present)

- Quick learning of programs and customer approach.
- Consistently surpassing monthly goals with small team.
- Seen and researched many types of instruments to check for efficiency.

Tokyo Central Customer Service Lead (June 2021 - April 2022)

- Communicated with unsatisfied or curious consumers in a professional way, leaving the situation in a much better state.
- Organized and communicated with a team on what tasks must be completed.

Shift Lead Jersey Mike's Sub (June 2020 - March 2021)

- Responsibility with arranging the team, so that they were set up for success.
- Increase of sales and good reviews during the time period of employment.
- Built experience with taking charge, but also experience with learning and watching from another.

Education:

Highschool Diploma
North Torrance High School, (Aug 2015 - June 2019)

Bachelor in Mechanical Engineering
California State University Fullerton, (Aug 2019 - Aug 2024)

Solar PV & Energy Assessment Services Proposal – Pricing Information

Prepared for the City of Banning

Cynthia Rafferty
President
559.573.3551
ri.bd@resource-innovations.com

09.10.2025

resource-innovations.com



Table of Contents

1 Price Proposal 2

Statement of Confidentiality

Some of the descriptive materials in this proposal are proprietary and confidential information of Resource Innovations and shall not be disclosed or reproduced, in whole or in part, to any third party or used for any purpose other than to evaluate this proposal or otherwise in connection with the resulting contract, without the prior written consent of Resource Innovations. Resource Innovations maintains all ownership rights to this proposal and the information it contains. The information that we consider proprietary or confidential has been identified by marking each page containing such information with the word CONFIDENTIAL. Resource Innovations, in accordance with any applicable rules and regulations, shall be entitled to notification of any request for disclosure, and Resource Innovations reserves the right to take any and all action necessary and appropriate to protect the information from release and maintain its confidentiality.

1 Price Proposal

1.1 Pricing Narrative

Resource Innovations (RI) is pleased to provide the City of Banning with a transparent and comprehensive pricing proposal that reflects the staffing, expertise, and resources necessary to complete the services outlined in Section 4 – Scope of Work (in the primary proposal document). Our pricing approach is designed to provide fair, competitive, and predictable costs while ensuring the highest level of technical quality and project oversight.

Our pricing ensures that all services, engineering, project management, and administrative support are accounted for up front, with no hidden fees. This model provides cost certainty to the City of Banning and Banning Electric while ensuring flexibility to scale services depending on project needs. RI is committed to delivering exceptional value, supported by our experienced engineering staff and proven track record of successful utility and municipal projects.

Our proposed unit hourly pricing is an average estimate based on hourly blended rates developed from our internal fee schedule of professional classifications presented on the **Hourly Fee Schedule Table.**

Each blended rate incorporates a representative allocation of roles ranging from Energy Engineer Assistants through Director of Engineering based on the typical level of effort required for each task shown on tables below. This approach ensures that costs are proportionate to the complexity and scale of the work, while providing the City with a single, predictable unit rate for each line item.

The total cost by project will be developed based on size and scope by using the tables below and will be proposed by project to Banning Electric Utility.

The following table summarizes our estimated average hourly unit rates by scope as requested in RFP:

Line Item	Description	Quantity	Unit of Measure	Unit Cost (Blended)	Total
1	Roof Mounted Systems	1	Per Hour	$164.70	$164.70
2	Ground Mounted Systems	1	Per Hour	$180.90	$180.90
3	Parking Cover Mounted Systems	1	Per Hour	$171.85	$171.85
4	Other Solar Applications	1	Per Hour	$162.20	$162.20
5	Power Quality Assessments	1	Per Hour	$191.70	$191.70
6	Engineering Support as Needed	1	Per Hour	$144.93	$144.93

Hourly Fee Schedule Table

Role Classifications	Rates
Energy Engineer Assistant	$103.00
Energy Engineer I	$127.00
Energy Engineer II	$148.00
Energy Engineer III	$177.00
Energy Engineer Manager; Manager	$190.00
Professional Engineer	$204.00
Director of Engineering; Principal	$308.00

1. **Table with % time allocation assumptions used to estimate average hourly cost of <u>Roof Mounted</u> Assessments:**

Role Classification	Hourly Rate (from Rates)	% Time Allocation	Weighted Cost Contribution
Energy Engineer Assistant	$103.00	10%	$10.30
Energy Engineer I	$127.00	15%	$19.05
Energy Engineer II	$148.00	25%	$37.00
Energy Engineer III	$177.00	25%	$44.25
Energy Engineer Manager	$190.00	15%	$28.50
Professional Engineer	$204.00	5%	$10.20
Director of Engineering	$308.00	5%	$15.40
Blended Rate (Unit Cost)			$164.70

2. **Table with % time allocation assumptions used to estimate average hourly cost of <u>Ground Mounted Systems</u> Assessments:**

Role Classification	Hourly Rate (from Rates)	% Time Allocation	Weighted Cost Contribution
Energy Engineer Assistant	$103.00	5%	$5.15
Energy Engineer I	$127.00	10%	$12.70
Energy Engineer II	$148.00	20%	$29.60
Energy Engineer III	$177.00	25%	$44.25
Energy Engineer Manager	$190.00	20%	$38.00
Professional Engineer	$204.00	10%	$20.40
Director of Engineering	$308.00	10%	$30.80
Blended Rate (Unit Cost)			$180.90

3. **Table with % time allocation assumptions used to estimate average hourly cost of <u>Parking Cover Mounted Systems</u> Assessments:**

Role Classification	Hourly Rate (from Rates)	% Time Allocation	Weighted Cost Contribution
Energy Engineer Assistant	$103.00	5%	$5.15
Energy Engineer I	$127.00	15%	$19.05
Energy Engineer II	$148.00	20%	$29.60
Energy Engineer III	$177.00	25%	$44.25
Energy Engineer Manager	$190.00	20%	$38.00
Professional Engineer	$204.00	10%	$20.40
Director of Engineering	$308.00	5%	$15.40
Blended Rate (Unit Cost)			$171.85

4. **Table with % time allocation assumptions used to estimate average hourly cost of <u>Other Solar Applications</u> Assessments:**

Role Classification	Hourly Rate (from Rates)	% Time Allocation	Weighted Cost Contribution
Energy Engineer Assistant	$103.00	10%	$10.30
Energy Engineer I	$127.00	20%	$25.40
Energy Engineer II	$148.00	25%	$37.00
Energy Engineer III	$177.00	20%	$35.40
Energy Engineer Manager	$190.00	15%	$28.50
Professional Engineer	$204.00	5%	$10.20
Director of Engineering	$308.00	5%	$15.40
Blended Rate (Unit Cost)			$162.20

5. **Table with % time allocation assumptions used to estimate average hourly cost of <u>Power Quality Assessments</u>:**

Role Classification	Hourly Rate (from Rates)	% Time Allocation	Weighted Cost Contribution
Energy Engineer Assistant	$103.00	5%	$5.15
Energy Engineer I	$127.00	5%	$6.35
Energy Engineer II	$148.00	10%	$14.80
Energy Engineer III	$177.00	20%	$35.40
Energy Engineer Manager	$190.00	20%	$38.00
Professional Engineer	$204.00	30%	$61.20
Director of Engineering	$308.00	10%	$30.80
Blended Rate (Unit Cost)			$191.70

6. **Table with % time allocation assumptions used to estimate average hourly cost of <u>Engineering Support</u> as Needed:**

Role Classification	Hourly Rate (from Rates)	% Time Allocation	Weighted Cost Contribution
Energy Engineer Assistant	$103.00	25%	$25.75
Energy Engineer I	$127.00	25%	$31.75
Energy Engineer II	$148.00	20%	$29.60
Energy Engineer III	$177.00	15%	$26.55
Energy Engineer Manager	$190.00	10%	$19.00
Professional Engineer	$204.00	3%	$6.12
Director of Engineering	$308.00	2%	$6.16
Blended Rate (Unit Cost)			$144.93

1.2 Staffing Plan

Below you will find a detailed Staffing Plan is provided under separate cover, which includes the following role classifications and hourly rates based on our fee schedule:

Role Classification	Hourly Rate	Responsibilities
Energy Engineer Assistant	$103	Supports field data collection, preliminary calculations, documentation, and administrative coordination under supervision of senior staff.
Energy Engineer I	$127	Conducts site assessments, prepares baseline energy models, drafts technical reports, and assists in solar/DER feasibility evaluations.
Energy Engineer II	$148	Performs detailed design reviews, develops simulation models, supports interconnection analysis, and leads field audit teams.
Energy Engineer III	$177	Senior-level technical engineer responsible for complex system analysis, oversight of feasibility studies, QA/QC review of modeling, and preparation of final recommendations.
Energy Engineer Manager	$190	Provides day-to-day project management, staff coordination, schedule management, and client communications. Ensures project deliverables meet technical standards.
Professional Engineer (PE)	$204	Licensed engineer responsible for signing/stamping calculations and reports, ensuring compliance with codes,

		standards, and regulatory requirements. Provides oversight for system safety and interconnection studies.
Director of Engineering	$308	Provides executive-level technical oversight, ensures compliance with City and utility standards, supports stakeholder engagement, and serves as escalation point for technical or contractual matters.

Additional Notes

- Reimbursable Expenses: Travel and mileage will be billed at the IRS-approved rate at the time of service. Direct expenses (e.g., printing, permitting, data collection equipment) will be billed at cost with no markup.
- Flexibility: Staffing allocations will vary depending on project complexity. Resource Innovations will assign the most appropriate mix of engineers, managers, and support staff to optimize costs while ensuring quality.
- Added Value Services: Additional services such as battery storage feasibility assessments, microgrid integration studies, and EV infrastructure planning can be provided at the same rates listed above, with pricing developed based on scope.

Cynthia Rafferty
President
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ri.bd@resource-innovations.com



CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Nate Smith, Deputy Director of Public Works/City Engineer**
MEETING DATE:	**November 12, 2025**
SUBJECT:	**Consideration of Resolution 2025-156, Adopting the Comprehensive User Fee Study Report Prepared by Matrix Consulting Group and Dated October 2025 and the Adoption of an Updated Master User Fee Schedule for the following City Departments and Fee Groups; Electric Utility, Engineering; Film Permits; Finance; Fire; Parks and Recreation; Planning; Building; Police; Utility Billing; Water & Wastewater; Development Services Surcharges**

RECOMMENDATION:

Adopt Resolution 2025-156

BACKGROUND:

City Council approved Resolution 2024-92 on June 11th, 2024 that approved a professional services agreement with Matrix Consulting Group LTD for the Comprehensive User Fee and Impact Fee Study. This study would provide an update to both the User Fees assessed by the City of Banning for services provided to the public, as well as updates to the Development Impact Fee program. The workshop today will focus on the update to the Comprehensive User Fees.

The previous Comprehensive User Fee study was completed and adopted by City Council with Resolution 2019-113 on December 10, 2019 and Ordinance 1553 adopted on January 14, 2020. Copies of these documents are attached as reference to this staff report. It is necessary to evaluate and complete a comprehensive update every 5-7 years to ensure that user fees are in line with the costs to provide services, as well as the policies of the City Council. A full background of the analysis in available in the Comprehensive User Fee Study Report, attached to this staff report. Below are a sample of work that was completed and recommendations in the report for City Council's consideration.

To create the proposed user fees for services, the consultant performed the following tasks:

- Department/Program Staff Interviews
- Data Collection
- Cost Analysis
- Review and Approval of Results with City Staff

The report identified that there is a discrepancy between the cost of services provided and the user fees collected for those services. Banning Municipal Code section 3.26 establishes policy of fee recovery for city services. That policy, as well as the level of assessment for individual fees, is established at City Council’s discretion with input from this report, City staff, and the general public.

A City Council Workshop was held on October 14, 2025 to review the draft report master fee schedule.

After the workshop, Council concurred to bring back the study for a public hearing at the November 12th meeting.

Matrix Consulting has made the following recommendations, which are detailed in the report:

- Review cost recovery policy (BMC 3.26.080)
- Adoption of an annual fee update/increase mechanism

The attached resolution includes direction to adjust fees on an annual basis effective in January 1 of each calendar year based on CPI data from September of the previous calendar year. There is staff time necessary to complete the update of fees once applied though City software platforms and to post the upcoming fee adjustments.

JUSTIFICATION:

The current user fees were established in 2019 and have not been adjusted since that time. It is necessary from time to time to update the user fees to reflect current labor costs and time requirements for City staff to complete tasks and recover costs associated with performing these City functions.

FISCAL IMPACT:

The updated fee schedule will make necessary adjustments in the assessment of user fees to cover staff time to perform certain civic services and recover labor expenses to perform those tasks per Banning Municipal Code section 3.26.

ALTERNATIVES:

Do not approve the Comprehensive User Fee Study and Master Fee Schedule and provide alternate direction to staff.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. RESOLUTION 2025-156 - Comprehensive User Fee Study and Master Fee Schedule.pdf
2. Reso 2025-156 Exhibit A - Compehensive User Fee Study Report - October 2025.pdf
3. Reso 2025-156 Exhibit B - Banning Master Fee Schedule.pdf
4. PHN User Fee Adoption.pdf
5. Resolution No. 2019-113.pdf
6. Ordinance No. 1553.pdf
7. Resolution No. 2024-092.pdf
8. BMC 3.26 FEE AND SERVICE CHARGE REVENUE-COST COMPARISON.pdf
9. User Fee_affidavit of publication.pdf

RESOLUTION 2025-156

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, ADOPTING THE COMPREHENSIVE USER FEE STUDY REPORT PREPARED BY MATRIX CONSULTING GROUP AND DATED OCTOBER 2025 AND THE ADOPTION OF AN UPDATED MASTER USER DEE SCHEDULE FOR THE FOLLOWING CITY DEPARTMENTS AND FEE GROUPS; ELECTRIC UTILITY, ENGINEERING; FILM PERMITS; FINANCE; FIRE; PARKS AND RECREATION; PLANNING; BUILDING; POLICE; UTILITY BILLING; WATER & WASTEWATER; DEVELOPMENT SERVICES SURCHARGES

WHEREAS, Matrix Consulting Group has prepared the Comprehensive User Fee Study report dated October 2025 (the "User Fee Study")(see Exhibit A), and the User Fee Study sets for the methodologies for determining the estimate amount required to provide certain regulations, products, and services for which the proposed user fees and service charged will be levied, describes the amount of cost, or estimated cost, required to provide certain regulations, products, and services for which the proposed user fees or services charges will be levied (see Exhibit B); and the revenue sources anticipated to provide the regulations, products, and services, including General Fund revenues, and otherwise satisfies the requirements of the law and the Mitigation Fee Ace, with regard to the imposition and collection of certain user fees and service charges; and

WHEREAS, the City has made the User Fee Study available for public inspection and has published notice of the public hearing to consider the adoption of the proposed updated Master Fee Schedule in accordance with the Mitigation Fee Act; and

WHEREAS, section 66014 of the Mitigation Fee Act (Gov. Code 66000 et seq) authorizes the City of impose fees for zoning variances, zoning changes, use permits, building inspections, building permits, the processing of maps under the Subdivision Maps Act (Gog Code 66410 et seq.), and planning services under the authority of Chapter 3 ("Local Planning") of Division 1 of Title 7 of the Government Code (65100 et seq.) or under any other authority, provided those fees do not exceed the estimated reasonable cost of providing the service for which the fee is charged; and

WHEREAS, the Mitigation Fee Act requires that the City prepare a fee study that complies with the Government Code section 66016, and demonstrates that the proposed new fees and increases in existing fees do not exceed the estimated amount required to provide the services for which the fees are levied; and

WHEREAS, Section 66016(b) of the Mitigation Fee Act provides that any action by a local agency to levy a new fee or service charge or to improve an increase in an existing fee of service charge shall be taken only by ordinance or resolution; and

WHEREAS, on October 14, 2025 the City Council held a public workshop to introduce the User Fee Study and Master Fee Schedule; and

WHEREAS, on November 12, 2025 the City Council held a duly noticed public hearing to consider the approval of the User Fee Study and the adoption of the Master Fee Schedule for the following City departments and fee groups; Electric Utility, Engineering, Film Permits; Finance; Fire; Parks and Recreation; Planning; Building; Police, Utility Building; Water and Wastewater; Development Services Surcharges; and

WHEREAS, all legal prerequisites prior to the adoption of this Resolution have offered.

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

SECTION 1. Adoption and Incorporation of Recitals

The finding and recitals set forth above are true and correct, and incorporated herein.

SECTION 2. Adoption of User Fee Study

The City Council hereby approves the Comprehensive User Fee Study report prepared by Matrix Consulting Group dated October 2025, and the finding contained therein. The City Council further adopts the methodology set forth in the User Fee Study for calculating and collecting the user fees and service charges adopted therein. A copy of the User Fee Study shall be on file with the City Clerk and available during regular business hours for public inspection.

SECTION 3. Adopting of the Master Fee Schedule

The City Council hereby approves and adopts, as its updated Master Fee Schedule, the user fees and service charges for the following City departments and fee groups in accordance with the schedule set forth in Exhibit B attached hereto and incorporated herein by reference; Electric Utility, Engineering, Film Permits; Finance; Fire; Parks and Recreation; Planning; Building; Police, Utility Building; Water and Wastewater; Development Services Surcharges

SECTION 4. Methodology for Calculation, Adjustment, and Collection of User Fees and Service Charges

The user fees and service charges established in Exhibit B are hereby adopted, and shall be calculated, adjusted, and collected in accordance with City Ordinances and the User Fee Study. The amount of the user fees and service charges may be adjusted annually for inflation on January 1st of each calendar year by the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U): Riverside-San Bernardino-Ontario (or any successor index). The calculation for that annual adjustment shall be made using the month of September over the month of September in the prior year.

SECTION 5. Effective Date of New User Fees and Service Charges

The user fees and service charges established by Section 4 of this Resolution shall be effective on January 15, 2026, which is no less that the sixtieth (60th) day following the adoption of this Resolution.

SECTION 6. Repeal of Prior User Fees and Service Charges Adopted by Conflicting Resolutions

Any and all provisions of prior Resolutions of the City Council establishing or modifying user fees and service charges in the categories established in the User Fee Study and set forth in Exhibit B, which duplicate or conflict with the provisions of this Resolution and Exhibit B, are hereby repealed and replaced with the fees and charges set forth in Exhibit B and the terms and condition established by this Resolution upon the effective date of the new user fees and service charges as provided for in Section 5 of this Resolution.

SECTION 7. Severability

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Resolution or any part hereof is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portion of this Resolution or any part thereof. The Cit Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause, or phrase de declared invalid or unconstitutional.

SECTION 8. Certification

The City Clerk shall certify the adoption of this Resolution and shall cause a certified copy to be filed in the book of original Resolutions.

PASSED, APPROVED AND ADOPTED this 12th day of November, 2025.

Sheri Flynn, Mayor
City of Banning

ATTEST:

Sandra Calderon, Acting Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

John Pinkney, City Attorney

CERTIFICATION:

I, Sandra Calderon, Acting Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-156, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 12th day of November, 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Acting Administrative City Clerk
City of Banning, California

EXHIBIT A
Comprehensive User Fee Study report by Matrix Consulting Group
October 2025

EXHIBIT B
Master Fee Schedule

Effective January 15, 2026 – No Less Than 60 Days After Adoption

Adopted on November 12, 2025 and Effective on January 15, 2026

COMPREHENSIVE USER FEE STUDY REPORT

OCTOBER 2025

CITY OF BANNING, CA

MATRIX
CONSULTING GROUP

TABLE OF CONTENTS

INTRODUCTION AND EXECUTIVE SUMMARY	1
LEGAL FRAMEWORK	4
USER FEE STUDY METHODOLOGY	7
RESULTS OVERVIEW	9
BUILDING & SAFETY	10
ELECTRIC UTILITY	17
ENGINEERING	21
FILM PERMITS	29
FINANCE	30
FIRE	32
PARKS AND RECREATION	44
PLANNING	48
POLICE	53
UTILITY BILLING	55
WATER & WASTEWATER	57
DEVELOPMENT SERVICES SURCHARGES	60
COST RECOVERY CONSIDERATIONS	63
APPENDIX – COMPARATIVE SURVEY	67

INTRODUCTION AND EXECUTIVE SUMMARY

The report, which follows, presents the results of the Cost of Services (User Fee) Study conducted by Matrix Consulting Group for the City of Banning, California.

PROJECT BACKGROUND AND OVERVIEW

The City of Banning last conducted a comprehensive fee analysis in 2019. To align with best practices of conducting comprehensive updates every 5-7 years, they contracted with Matrix Consulting Group to reevaluate their fees, determining the full cost (direct and indirect) of providing a various City services. The analysis is based upon the existing organizational structure and processes. The cost-of-service relationships that exist between fees for service activities in the following areas were evaluated through this analysis: Building and Safety, Electric Utility, Engineering, Film Permits, Finance, Fire, Parks and Recreation, Planning, Police, Utility Billing, and Water. The results of this study provide a tool for understanding current service levels and the cost for those services.

GENERAL PROJECT APPROACH AND METHODOLOGY

The methodology employed by the Matrix Consulting Group is a widely accepted "bottom up" approach to cost analysis, where time spent per unit of fee activity is determined for each position within a Department or Division. Once time spent for a fee activity is determined, all applicable City costs are then considered in the calculation of the "full" cost of providing each service. The following table provides an overview of types of costs applied in establishing the "full" cost of services provided by the City:

TABLE 1: OVERVIEW OF COST COMPONENTS

Cost Component	*Description*
Direct	Fiscal Year 2026 Budgeted salaries, benefits, and allowable expenditures.
Indirect	Program, departmental, clerical, and Citywide support.

Together, the cost components in the table above comprise the calculation of the total "full" cost of providing a service, regardless of whether a fee for that service is charged.

The work accomplished by the Matrix Consulting Group in the analysis of the proposed fees for service involved the following steps:

- **Department / Program Staff Interviews:** The project team interviewed department / program staff regarding their needs for clarification to the structure of existing fee items or for addition of new fee items.

- **Data Collection:** Data was collected for each permit / service, including time estimates. In addition, all budgeted costs and staffing levels for Fiscal Year 2025 were entered into Matrix Consulting Group's analytical software model.
- **Cost Analysis:** The full cost of providing each service included in the analysis was established.
- **Review and Approval of Results with City Staff:** Department management has reviewed and approved these documented results.

A more detailed description of user fee methodology and legal and policy considerations are provided in subsequent chapters of this report.

SUMMARY OF RESULTS

When comparing FY26 fee-related budgeted expenditures with fee-related FY24 revenue, the City is under-recovering its costs by approximately $431,000 or recovering 87% of its costs. The following table shows by major revenue source: annual revenue collected, total annual cost, the resulting difference, and cost recovery level.

TABLE 2: ANNUAL COST RECOVERY ANALYSIS

Service Area	Total Revenue	Total Annual Cost	Difference	Cost Recovery %
Building	$2,052,640	$2,213,392	($160,751)	93%
Engineering	$629,221	$759,774	($130,553)	83%
Parks & Recreation	$16,730	$43,116	($26,386)	39%
Planning	$243,013	$356,052	($113,039)	68%
Total	**$2,941,604**	**$3,372,334**	**($430,730)**	**87%**

The most significant deficit, at roughly $161,000, is in relation to Building. The primary reasons for the large deficit are the New Construction and Tenant Improvement fees. At $131,000, Engineering has the next largest deficit, which is due to Public Works Encroachment Fees. Right-sizing those fees will allow the city to achieve greater cost recovery

Overall, the above table highlights the disparity between current fees charged and the actual cost of providing services. As such, the City should closely evaluate and modify fees where appropriate to help bridge the cost-recovery gap.

The detailed documentation of this study will show an over-collection for some fees (on a per unit basis) and an undercharge for most others. The results of this analysis will provide the Department and the City with guidance on how to right-size their fees to ensure that each service unit is set at an amount that does not exceed the full cost of providing that service. The display of the cost recovery figures shown in this report are meant to provide a basis for policy development discussions among Councilmembers and City staff and do not represent a recommendation for where or how the Council should act. The setting of the "rate" or "price" for services, whether at full cost recovery or lower, is a policy decision to be made only by the Council with input from City staff and the community.

CONSIDERATIONS FOR COST RECOVERY POLICY AND UPDATES

The Matrix Consulting Group recommends that the City use the information contained in this report to discuss, adopt, and implement a formal Cost Recovery Policy, including a mechanism for the annual update of fees for service.

ADOPT A FORMAL COST RECOVERY POLICY

The Government Finance Officers Association's (GFOA) best practices for *Establishing Government Charges and Fees* states that governmental entities should adopt formal policies regarding charges and fees which include the jurisdiction's intention to recover the full cost or partial costs of providing services, sets forth circumstances under which the jurisdiction might set a charge for fee at less than or more than 100% of full cost, and outlines the considerations that might influence the jurisdiction's pricing decision.

The Matrix Consulting Group strongly recommends that the Council adopt a formalized, individual cost recovery policy for each service area included in this Study. Whenever a cost recovery policy is established at less than 100% of the full cost of providing services, a known gap in funding is recognized and may then potentially be recovered through other revenue sources. The Matrix Consulting Group considers a formalized cost recovery policy for various fees for service an industry Best Management Practice.

ADOPT AN ANNUAL FEE UPDATE / INCREASE MECHANISM

GFOA best practices for *Establishing Government Charges and Fees* states that governmental entities should review, and update charges and fees periodically based on factors such as the impact of inflation, other cost increases, adequacy of cost recovery, use of services, and the competitiveness of current rates to avoid large infrequent fee increases.

The purpose of a comprehensive update is to completely revisit the analytical structure, service level estimates and assumptions, and to account for any major shifts in cost components or organizational structures that have occurred since the City's previous analysis. It's recommended the City continue the practice of conducting comprehensive analyses every five to seven years as this practice captures any changes to organizational structure, processes, as well as any new service areas.

In between comprehensive updates, the City should continue to utilize published industry economic factors such as Consumer Price Index (CPI) or other regional factors to update the cost calculations established in the Study on an annual basis.

LEGAL FRAMEWORK

This section of the report is intended to provide an overview of the legal rules and regulations that govern what is considered a fee for service, how those fees can be calculated, general principles, philosophies, and general policy considerations for setting fees for service.

LEGAL FRAMEWORK

A "user fee" is a charge for service provided by a governmental agency to a public citizen or group. California has several Government Codes and Propositions that regulate fees for service, with the purpose of ensuring that fees are reasonable and justified. The most prominent and relevant of these includes:

- **Proposition 26:** passed in 2010, specifically outlines the difference between a fee and a tax and dictates that fees must be directly related to a service and cannot exceed the reasonable cost of that service.
- **Government Code § 50076:** clarifies that fees for service costs are not special taxes and do not need voter approval.
- **Government Code § 65104:** gives local governments the authority to charge planning and zoning fees to recover processing costs.

When determining fees for service it is important to ensure there is a **direct benefit** – the service is provided directly to the payer, and that it is **cost based** and does not exceed the reasonable cost of providing the service.

EXCEPTIONS TO THE RULE

While Proposition 26 defines what constitutes a user fee, and how those fees can be determined, it also provides a key exception for fees charged for facility or property rentals. This exception outlines that fees for use of government property (e.g., renting public buildings, parks, or event spaces) are voluntary transactions. Therefore, governments can charge **market-based** rental fees for these services.

GENERAL PRINCIPLES AND PHILOSOPHIES REGARDING USER FEES

Local governments are providers of many types of general services to their communities. While all services provided by local government are beneficial to constituents, some services can be classified as globally beneficial to all citizens, while others provide more of a direct benefit to a specific group or

individual. The following table provides examples of services provided by local government within a continuum of the degree of community benefit received:

TABLE 3: SERVICES IN RELATION TO BENEFIT RECEIVED

"Global" Community Benefit	"Global" Benefit and an Individual or Group Benefit	Individual or Group Benefit
•Police •Park Maintenance •Fire Suppression	•Recreation / Community Services •Fire Prevention	•Building Permits •Planning and Zoning Permits •Site Plan Permits •Engineering Development Review •Facility Rentals

Funding for local government is obtained from a myriad of revenue sources such as taxes, fines, grants, special charges, user fees, etc. In recent years, alternative tax revenues, which typically offset subsidies for services provided to the community, have become increasingly limited. These limitations have caused increased attention on user fee activities as a revenue source that can offset costs otherwise subsidized by the general fund. In Table 3, services in the "global benefit" section tend to be funded primarily through voter-approved tax revenues. In the middle of the table, one typically finds a mixture of taxes, user fees, and other funding sources. Finally, in the "individual / group benefit" section of the table lie the services provided by local government that are typically funded almost entirely by user fee revenue.

The following are two central concepts regarding the establishment of user fees:

- **Fees should be assessed according to the degree of individual or private benefit gained from services.** For example, the processing and approval of a land use or building permit will generally result in monetary gain to the applicant, whereas Police services and Fire Suppression are examples of services that are essential to the safety of the community at large.
- **A profit-making objective should not be included in the assessment of user fees.** In fact, California laws require that the charges for service be in direct proportion to the costs associated with providing those services. Once a charge for service is assessed at a level higher than the actual cost of providing a service, the term "user fee" no longer applies. The charge then becomes a tax subject to voter approval.

Therefore, it is commonly accepted that user fees are established at a level that will recover up to, and not more than, the cost of providing a particular service.

GENERAL POLICY CONSIDERATIONS REGARDING USER FEES

Undoubtedly, there are programs, circumstances, and services that justify a subsidy from a tax-based or alternative revenue source. However, it is essential that jurisdictions prioritize the use of revenue sources for the provision of services based on the continuum of benefit received.

Within the services that are typically funded by user fees, the Matrix Consulting Group recognizes several reasons why City staff or the Council may not advocate the full cost recovery of services. The following factors are key policy considerations in setting fees at less than 100 percent of cost recovery:

- **Limitations posed by an external agency.** The State or an outside agency will occasionally set a maximum, minimum, or limit on the jurisdiction's ability to charge a fee. Examples includes time spent copying and retrieving public documents and / or transportation permits.
- **Encouragement of desired behaviors.** Keeping fees for certain services below full cost recovery may provide better compliance from the community. For example, if the cost of a permit for changing a water heater in residential home is higher than the cost of the water heater itself, many citizens will avoid pulling the permit.
- **Benefit received by user of the service and the community at large is mutual.** Many services that directly benefit a group or individual also equally benefit the community. Examples include Planning Design Review, historical dedications, and certain types of special events.

The Matrix Consulting Group recognizes the need for policies that intentionally subsidize certain activities. The primary goals of a User Fee Study are to provide a fair and equitable basis for determining the costs of providing services and ensure that the City complies with State law.

SUMMARY OF LEGAL RESTRICTIONS AND POLICY CONSIDERATIONS

Once the full cost of providing services is known, the next step is to determine the "rate" or "price" for services at a level which is up to, and not more than, the full cost amount. The Council is responsible for this decision, which often becomes a question of balancing service levels and funding sources. The placement of a service or activity within the continuum of benefit received may require extensive discussion and at times fall into a "grey area." However, with the resulting cost of services information from a User Fee Study, the Council can be assured that the adopted fee for service is reasonable, fair, and legal. The City will need to review all fees for service in this analysis. Where subsidies are identified, the City should increase the fees to reduce the deficit; where over-recoveries are identified, the fee must be reduced to comply with the law.

USER FEE STUDY METHODOLOGY

The Matrix Consulting Group utilizes a cost allocation methodology commonly known and accepted as the "bottom-up" approach to establishing User Fees. The term means that several cost components are calculated for each fee or service. These components then build upon each other to comprise the total cost for providing the service. The following chart describes the components of a full cost calculation:



The following subsections discuss the two components of the basis of the full cost.

TIME ESTIMATION

Utilization of time estimates is a reasonable and defensible approach, especially since experienced staff members who understand service levels and processes unique to the City developed these estimates. The project team worked closely with City staff in developing time estimates with the following criteria:

- Estimates are representative of **average times** for providing services. Extremely difficult or abnormally simple projects are not factored in the analysis.
- Estimates reflect the time associated with the **position or positions** that typically perform a service.
- Estimates are reviewed by the project team for "**reasonableness**" against their experience with other agencies.
- Estimates were not based on time in motion studies, as they are not practical for the scope of services and time frame for this project.
- Estimates match the current or proposed staffing levels to ensure there is no over-allocation of staff resources to fee and non-fee related activities.

The Matrix Consulting Group agrees that while the use of time estimates is not perfect, it is the best alternative available for setting a standard level of service on which to base a jurisdiction's fees for service and meets the requirements of California law.

The alternative to time estimating is actual time tracking, often referred to billing on a "time and materials" basis. Except in the case of anomalous or very large and complex projects, Matrix Consulting Group believes this approach to not be cost effective or reasonable for the following reasons:

- Accuracy in time tracking is compromised by the additional administrative burden required to track, bill, and collect for services in this manner.
- Additional costs are associated with administrative staff's billing, refunding, and monitoring deposit accounts.
- Customers often prefer to know the fees for services in advance of applying for permits or participating in programs.
- Departments can better predict revenue streams and staff needs using standardized time estimates and anticipated permit volumes. Situations arise where the size and complexity of a given project warrants time tracking and billing on a "time and materials" basis. The Matrix Consulting Group has recommended taking a deposit and charging Actual Costs for such fees as appropriate and itemized within the current fee schedule.

FULLY BURDENED HOURLY RATES

The fully burdened hourly rates calculated through this study include the following components:

- **Salaries**: FY25-26 Budgeted salaries were utilized and consolidated at the positional level.
- **Benefits:** FY25-26 Budgeted benefits were utilized and consolidated at the positional level.
- **Productive Hours:** Based on Banning's current personnel system rules, working or productive hours were calculated. This means taking the starting total working hours and reducing the hours by vacation, sick, holidays, trainings, and administrative leave based on each bargaining unit
- **Departmental / Divisional Overhead:** This captures any internal service charges or operating supply costs such as vehicles, supplies, etc. Additionally, this component includes the cost associated with support from the Director, Administrative and Analytical staff who do not directly work on fees.
- **Citywide Overhead:** This captures support provided by City Council, City Manager, City Clerk, City Attorney, Finance, and Human Resources. The costs are based on the City's indirect cost allocation plan (provided by Finance staff).

Together these components result in the generation of fully burdened hourly rates by position / classification and / or department / division. These rates were multiplied against the time assumptions to calculate the full cost of services noted in this report.

RESULTS OVERVIEW

The motivation behind a cost of services (User Fee) analysis is for the City Council and Departmental staff to maintain services at a level that is both accepted and effective for the community and also to maintain control over the policy and management of these services.

It should be noted that the results presented in this report are not a precise measurement. In general, a cost-of-service analysis takes a "snapshot in time," where a fiscal year of financial and operational information is utilized. Changes to the structure of fee names, along with the use of time estimates, allow only for a reasonable projection of subsidies and revenue. Consequently, the Council and Department staff should rely conservatively upon these estimates to gauge the impact of implementation going forward.

Discussion of results in the following chapters is intended as a summary of extensive and voluminous cost allocation documentation produced during the Study. Each chapter will include detailed cost calculation results for each major fee category including the following:

- **Modifications:** discussions regarding any proposed revisions to the current fee schedule, including elimination or addition of fees.
- **"Per Unit" Results:** comparison of the full cost of providing each unit of service to the current fee for each unit of service (where applicable).
- **Annualized Results:** utilizing volume of activity estimates, annual subsidies, and revenue impacts were projected where workload was available.

The full analytical results were provided to City staff under separate cover from this summary report.

BUILDING & SAFETY

The Building & Safety Division is responsible for reviewing and issuing permits associated with new and existing structures according to established construction standards. The fees examined within this study relate to the plan check and inspection for a variety of commercial and residential projects. The following subsections discuss fee schedule modifications, detailed per unit results, and annual revenue impacts for the fee-related services provided by Building & Safety.

FEE SCHEDULE MODIFICATIONS

In discussions with City staff, the following modifications were proposed to the current fee schedule:

- **Eliminated Fees:** Staff proposed removing the following fees as they are rarely requested, covered under other fees, or represent services no longer offered by the City:
    - 'Awning / Canopy (Supported by Building)'
    - 'Certificate of Occupancy (Enhanced)'
    - 'Patio Cover – Wood, ICC, IAPMO, or Handout'
    - 'Temporary electrical service'
    - 'Wall – Combo'
    - 'Wall – Freestanding'
    - 'Wall – Pilaster'
- **New Fees:** Staff proposed the addition of the following fees as they highlight either services already offered but not codified on the fee schedule or new services the City would like to provide:
    - 'Administrative Services for Applications Not Listed'
    - 'Administrative Charge for Consultant Services'
- **Condensed Fees:** For simplicity, staff proposed condensing All sub-tiers of the 'Pool/Spa – Residential' fee ('Custom,' 'Fiberglass/Vinyl-Lined,' and 'Gunnite') were condensed into one singular Residential fee.

The modifications proposed ensure that the proposed fee schedule better reflects the services being provided by Building & Safety staff.

DETAILED RESULTS

The Building and Safety Services Division collects flat fees for balconies and decks, carports, fireplace, patios, pools and spas, and other straightforward review, as well as for Mechanical, Plumbing, and Electrical Permits. It also collects fees for new construction based on the square footage and project type. The total cost calculated for each service includes direct staff costs and Departmental, Divisional, and Citywide overhead. The following table details the fee name, current fee, total cost, and difference associated with each service offered.

TABLE 4: TOTAL COST PER UNIT RESULTS – BUILDING

Fee Name	Current Fee	Total Cost	Difference
Flat Fees			
Administrative Services for Applications Not Listed	New	$174	N/A
Administrative Charge for Consultant Services	10%	15%	(5%)
Air handling / heating or cooling unit replacement	$193	$254	($62)
Balcony / deck:			
Balcony / deck	$491	$567	($76)
Railing repair	$297	$567	($270)
Carport:			
Custom	$944	$1,117	($173)
ICC, IAPMO, handout	$491	$659	($168)
Cell Tower:			
Modifications	$401	$1,117	($716)
New	$1,418	$1,876	($458)
Change of occupancy	$417	$2,680	($2,263)
Demolition of building	$408	$904	($496)
Electric panel replacement	$193	$283	($91)
Exterior wall covering replacement (up to 400 s.f.)	$422	$458	($36)
Fireplace:			
Custom	$583	$744	($161)
Pre-fabricated with engineering	$548	$744	($196)
Flagpole (over 20' in height)	$645	$473	$172
Grease trap/ interceptor	$330	$602	($272)
Hood:			
Other than Type 1 (including ducts)	$492	$602	($110)
Type 1 (includes exhaust system)	$629	$995	($366)
Inspections:			
Inspection Fee	$183	$196	($13)
Re-Inspection	$183	$196	($13)
Job card - replace / duplicate	$55	$87	($32)
Lighting pole:			
Up to 6 poles	$783	$853	($70)
6+ Poles Additional	$173	$144	$29
Manufactured home - installation on private property	$538	$1,109	($571)
Modular unit - installation on private property	$659	$1,109	($450)
Patio:			
Patio cover			

Fee Name	Current Fee	Total Cost	Difference
Patio cover - custom	$515	$930	($415)
Patio cover - handout	$256	$659	($403)
Patio enclosure	$561	$930	($369)
Plan check:			
Plan check	$162	$183	($21)
Plan check - Structural Engineer	$292	$274	$18
Additional plan review	$162	$183	($21)
Additional plan review - Engineering	$292	$183	$109
Pool/Spa			
Commercial	$1,192	$2,453	($1,261)
Residential	Modified	$853	N/A
Research	$110	$174	($64)
Remodels			
Residential bathroom remodel - no structural/wall changes	$411	$617	($206)
Residential kitchen remodel - no structural/wall changes	$434	$617	($183)
Re-roof			
Commercial	$330	$400	($70)
Multifamily	$330	$382	($52)
SFD	$330	$333	($3)
Retrofit foundation for a modular or mobile unit	$216	$1,109	($893)
Sales office - conversion to residential or garage use	$216	$1,064	($848)
Septic tank	$353	$1,070	($717)
Sign:			
Monument	$677	$982	($305)
Pole/ billboard	$869	$1,656	($787)
Wall	$279	$467	($188)
Site investigation	$445	$451	($6)
Solar:			
Commercial			
Up to 4 kw	$383	$1,307	($924)
Each additional kw	$198	$74	$124
Ground mount	$791	$1,124	($333)
Residential			
Rooftop (up to 10 kw)	$423	$554	($131)
Rooftop (more than 10 kw)	$596	$698	($102)
Residential water heater	$403	$322	$81
Special Inspector application	$55	$174	($119)
Stairs	$354	$187	$167
Storage racks	$260	$277	($17)
Temporary construction or sales trailer	$248	$1,109	($862)
Utility release	$193	$205	($13)
Walk-in tub	$330	$185	$145
Wall:			
Screen / Freestanding:			
Custom	$537	$1,261	($724)
Handout	$537	$668	($131)
Retaining			

Fee Name	Current Fee	Total Cost	Difference
Custom	$894	$1,032	($138)
Handout	$445	$668	($223)
Water heater replacement	$216	$234	($18)
Water/gas piping - installation, alteration or repair	$476	$475	$1
Window/door replacement - residential, no changes to framing	$411	$425	($14)
Trade Fees			
Electrical	$267	$299	($32)
Plumbing	$267	$299	($32)
Mechanical	$267	$299	($32)
Fees Based on ICC Class, Occupancy, Square Footage, Valuation: Plan Check / Inspection / Permit combined			
Commercial - New			
1,001 - 5,000 SF	$2,925	$2,957	($32)
Each Addl 100 SF	$26.92	$33.87	($6.95)
5,001 - 10,000 SF	$4,002	$4,312	($310)
Each Addl 100 SF	$30.89	$56.50	($25.61)
10,001 - 20,000 SF	$5,546	$7,137	($1,591)
Each Addl 100 SF	$20.99	$45.03	($24.04)
20,001 - 50,000 SF	$7,645	$11,640	($3,995)
Each Addl 100 SF	$9.10	$24.88	($15.78)
50,001 - 100,000 SF	$10,375	$19,105	($8,731)
Each Addl 100 SF	$6.26	$19.10	($12.84)
100,001+ SF	$13,507	$28,656	($15,149)
Each Addl 100 SF	$8.37	$9.55	($1.18)
Tenant Improvements			
1 - 800 SF	$1,892	$1,912	($20)
Each Addl 100 SF	$47.58	$59.49	($11.91)
801 - 1,250 SF	$2,273	$2,388	($115)
Each Addl 100 SF	$89.42	$427.28	($337.86)
1,251 - 2,500 SF	$2,675	$4,311	($1,636)
Each Addl 100 SF	$54.81	$226.04	($171.23)
2,501 - 5,000 SF	$3,360	$7,137	($3,776)
Each Addl 100 SF	$26.97	$80.78	($53.81)
5,001 - 12,500 SF	$4,035	$9,156	($5,121)
Each Addl 100 SF	$9.43	$31.03	($21.60)
12,501+ SF	$4,742	$11,483	($6,742)
Each Addl 100 SF	$12.72	$15.52	($2.80)
Industrial - New			
1,001 - 5,000 SF	$2,632	$2,890	($258)
Each Addl 100 SF	$17.67	$34.69	($17.02)
5,001 - 10,000 SF	$3,339	$4,277	($939)
Each Addl 100 SF	$20.01	$42.87	($22.86)
10,001 -20,000 SF	$4,339	$6,421	($2,082)
Each Addl 100 SF	$13.05	$59.29	($46.24)
20,001 50,000 SF	$5,644	$12,350	($6,706)
Each Addl 100 SF	$4.28	$23.56	($19.28)
50,001 100,000 SF	$6,927	$19,417	($12,489)

Fee Name	Current Fee	Total Cost	Difference
Each Addl 100 SF	$4.26	$11.85	($7.59)
100,001+ SF	$9,059	$25,339	($16,281)
Each Addl 100 SF	$5.52	$5.92	($0.40)
Residential- New (single or multifamily- per dwelling unit)			
1 - 800 SF	$2,512	$2,520	($8)
Each Addl 100 SF	$24.47	$34.76	($10.29)
801 - 1,200 SF	$2,708	$2,798	($90)
Each Addl 100 SF	$67.97	$210.88	($142.91)
1,201 - 2,000 SF	$2,980	$3,642	($662)
Each Addl 100 SF	$43.50	$117.35	($73.85)
2,001 - 3,000SF	$3,328	$4,580	($1,253)
Each Addl 100 SF	$44.59	$207.76	($163.17)
3,001 - 4,000 SF	$3,774	$6,658	($2,884)
Each Addl 100 SF	$63.08	$147.38	($84.30)
4,001 6,000 SF	$4,404	$8,132	($3,727)
Each Addl 100 SF	$41.33	$116.38	($75.05)
6,001 - 10,000 SF	$5,231	$10,459	($5,229)
Each Addl 100 SF	$23.11	$58.80	($35.69)
10,001+ SF	$6,155	$12,812	($6,656)
Each Addl 100 SF	$31.19	$29.40	$1.79
Residential- Production Phase			
1 - 800 SF	$2,212	$2,223	($11)
Each Addl 100 SF	$28.00	$30.86	($2.86)
801 -1,200 SF	$2,436	$2,470	($34)
Each Addl 100 SF	$7.61	$32.10	($24.49)
1,201 - 2,000 SF	$2,466	$2,598	($132)
Each Addl 100 SF	$60.36	$48.88	$11.48
2,001 - 3,000 SF	$2,949	$2,989	($40)
Each Addl 100 SF	$27.19	$49.38	($22.19)
3,001 - 4,000 SF	$3,221	$3,483	($262)
Each Addl 100 SF	$53.72	$52.98	$0.74
4,001 - 6,000 SF	$3,758	$4,013	($255)
Each Addl 100 SF	$39.26	$25.66	$13.60
6,001 - 10,000 SF	$4,544	$4,526	$17
Each Addl 100 SF	$19.25	$16.42	$2.83
10,001+ SF	$5,314	$5,183	$131
Each Addl 100 SF	$1.27	$5.24	($3.97)
Residential- Addition (single or multifamily)			
1 - 300 SF	$1,740	$1,745	($5)
Each Addl 100 SF	$43.50	$92.44	($48.94)
301 - 500 SF	$1,871	$2,022	($151)
Each Addl 100 SF	$184.88	$329.77	($144.89)
501 - 800 SF	$2,240	$2,681	($441)
Each Addl 100 SF	$101.50	$250.38	($148.88)
801 -1,500 SF	$2,545	$3,433	($888)
Each Addl 100 SF	$63.70	$110.39	($46.69)

Fee Name	Current Fee	Total Cost	Difference
1,501 - 2,000 SF	$2,991	$4,205	($1,215)
Each Addl 100 SF	$91.35	$189.53	($98.18)
2,001+ SF	$3,447	$5,153	($1,706)
Each Addl 100 SF	$122.82	$94.77	$28.05
Residential- Remodel (single or multifamily)			
1 - 300 SF	$1,327	$1,351	($25)
Each Addl 100 SF	$18.13	$46.22	($28.09)
301 -500 SF	$1,381	$1,490	($109)
Each Addl 100 SF	$119.63	$160.93	($41.30)
501 - 800 SF	$1,620	$1,812	($192)
Each Addl 100 SF	$39.88	$188.48	($148.60)
801 1- 1,500 SF	$1,740	$2,377	($637)
Each Addl 100 SF	$38.84	$80.18	($41.34)
1,501 - 2,000 SF	$2,012	$2,939	($927)
Each Addl 100 SF	$21.67	$169.38	($147.71)
2,001+ SF	$2,153	$3,786	($1,632)
Each Addl 100 SF	$31.08	$33.88	($2.80)
Shell Buildings			
1 - 1,000 SF	$2,708	$2,750	($42)
Each Addl 100 SF	$30.45	$65.58	($35.13)
1,001 - 5,000 SF	$3,012	$3,405	($393)
Each Addl 100 SF	$11.15	$43.64	($32.49)
5,001 - 10,000 SF	$3,458	$5,151	($1,693)
Each Addl 100 SF	$15.23	$44.70	($29.47)
10,001 - 20,000 SF	$4,220	$7,386	($3,167)
Each Addl 100 SF	$7.29	$28.73	($21.44)
20,001 - 50,000 SF	$4,948	$10,259	($5,311)
Each Addl 100 SF	$3.19	$10.19	($7.00)
50,001+ SF	$5,905	$13,315	($7,410)
Each Addl 100 SF	$4.23	$5.09	($0.86)
Garage/ Storage/ Workshop U Occ Res/Comm			
1 - 400 SF	$1,055	$1,105	($50)
Each Addl 100 SF	$24.47	$58.40	($33.93)
401 - 600 SF	$1,153	$1,338	($185)
Each Addl 100 SF	$59.81	$165.92	($106.11)
601 - 1,000 SF	$1,272	$1,670	($398)
Each Addl 100 SF	$32.63	$130.43	($97.80)
1,001 - 1,500 SF	$1,403	$2,192	($789)
Each Addl 100 SF	$28.28	$96.93	($68.65)
1,501 - 2,000 SF	$1,544	$2,676	($1,132)
Each Addl 100 SF	$63.77	$75.94	($12.17)
2,001+ SF	$1,620	$3,056	($1,436)
Each Addl 100 SF	$84.57	$37.97	$46.60

The fees administered by the Building Division show a mix of under- and over-recoveries; most fees under-recover. The fee with the largest under-recovery is the 'Fees Based on ICC Class, Occupancy,

Square Footage, Valuation: Plan Check / Inspection / Permit combined - Industrial – New - 100,001+ SF' at around $16,300. The smallest undercharge is in relation to the 'Fees Based on ICC Class, Occupancy, Square Footage, Valuation: Plan Check / Inspection / Permit combined - Industrial – New - 100,001+ SF - Each Addl 100 SF' at $0.40. The largest overcharges are in relation to the 'Flagpole (over 20' in height)' at about $173. The smallest over-recovery is for a 'Fees Based on ICC Class, Occupancy, Square Footage, Valuation: Plan Check / Inspection / Permit combined - Residential- Production Phase - 3,001 - 4,000 SF - Each Addl 100 SF' ($0.74).

ANNUAL REVENUE IMPACT

Based on the prior year's (FY23/24) workload information, Building has a deficit of roughly $161,000. The following table shows the revenue at current fee, total projected annual cost, and the resulting difference by major fee category.

TABLE 5: ANNUAL RESULTS – BUILDING

Fee Category	Revenue at Current Fee	Annual Cost	Difference
Flat Fees	$185,280	$269,061	($83,781)
Trade Fees	$114,397	$128,271	($13,874)
Commercial - New	$69,274	$72,693	($3,420)
Tenant Improvements	$27,275	$28,659	($1,384)
Industrial - New	$13,159	$14,449	($1,290)
Residential- New	$10,440	$10,636	($196)
Residential- Production Phase	$1,560,280	$1,610,847	($50,568)
Residential- Addition (single or multifamily)	$29,254	$32,239	($2,985)
Residential- Remodel (single or multifamily)	$43,283	$46,536	($3,254)
Total	**$2,052,640**	**$2,213,392**	**($160,752)**

Building has an annual cost recovery of roughly 93%. At roughly $85,000, the largest deficit is in relation to the Flat Fees. Roughly $23,000 of the subsidy is associated with 'Patio cover - custom' and roughly $24,000 of the subsidy is associated with 'Patio enclosure'. For the 'Patio cover – custom' a per-unit deficit of about $415 processed 56 times, and the 'Patio enclosure' has a per-unit deficit of about $369 processed 65 times leading to this very large deficit. There is also a large deficit due to the Residential-Production Phase Fees specifically the '1,201 - 2,000 SF' of roughly $51,000. A per-unit deficit of about $132 processed 300 times also leads to this very large deficit. The Division should review these fees and make adjustments where appropriate to allow for increased cost recovery.

ELECTRIC UTILITY

The Electric Utility Division, within the Public Works Department, is responsible for the operation and maintenance of the City's electrical infrastructure to ensure the provision of safe and reliable electrical service to community members. The fees examined within this study relate to panel upgrades, new electric service connections for single and three-phase power, distribution and service line extensions, and engineering review and plan checks. The following subsections discuss fee schedule modifications and detailed per unit results for the fee-related services provided by the Electric Utility Division.

FEE SCHEDULE MODIFICATIONS

In discussions with City staff, the following modifications were proposed to the current fee schedule:

- **New Fees:** Staff proposed the addition of the following fees as they highlight either services already offered but not codified on the fee schedule or new services the City would like to provide:
  - 'Plan Check'
  - 'Distribution Line Disconnection'
  - 'Distribution Line Reconnection'
  - 'Site / Panel Investigation'
- **Expanded Fees**: The following fees were expanded to better capture the staff time required for the associated activities:
  - 'Panel Upgrade'
  - 'New Electric Service'
  - 'Service Line Extensions'
  - 'Additional Plan Check (After 2nd Review)'
  - 'Solar Application Review and Plan Check'
  - 'Additional Solar Plan Check (After 2nd Review)'
  - 'Service Line Disconnection'
  - 'Service Line Reconnection'
  - 'Meter Test – 2nd Request within One Year'
  - 'Service Turn On'

- **Modified Fees:** The following points highlight various miscellaneous modifications proposed by staff:
    - The fee for 'Distribution Line Extension/Relocation' was modified to include categories for '1 to 10 Units' and '10+ Units' for both Planning and Engineering Reviews, as well as categories for 'OH to UG Conversion'.

These modifications ensure that the proposed fee schedule more accurately reflects the services that the Electric Utility provides.

DETAILED RESULTS

The Electric Utility collects fees for panel upgrades, new electric service, temporary electric service, line extensions, plan check and inspection, disconnection and reconnections, and meter services. The total cost calculated for each service includes direct staff costs and Departmental, Divisional, and Citywide overhead. The following table details the fee name, current fee, total cost, and difference associated with each service offered.

TABLE 6: TOTAL COST PER UNIT RESULTS – ELECTRIC UTILITY

Fee Name	Current Fee	Total Cost	Difference
Panel Upgrade			
Single Phase Panel Upgrade up to 225A (120V/240V) - OH	Variable	$2,336	N/A
Single Phase Panel Upgrade up to 225A (120V/240V) - UG	Variable	$2,336	N/A
Single Phase Panel Upgrade up to 225A (120V/208V) - OH	Variable	$2,336	N/A
Single Phase Panel Upgrade up to 225A (120V/208V) - UG	Variable	$2,336	N/A
Single Phase Panel Upgrade 225A to 400A (120V/240V) - OH	Variable	$2,449	N/A
Single Phase Panel Upgrade 225A to 400A (120V/240V) - UG	Variable	$2,449	N/A
Single Phase Panel Upgrade 225A to 400A (120V/208V) - OH	Variable	$2,449	N/A
Single Phase Panel Upgrade 225A to 400A (120V/208V) - UG	Variable	$2,449	N/A
New Electric Service			
Single Phase:			
Single Phase Electric Service up to 225A (120V/240V) - OH	T&M	$2,336	N/A
Single Phase Electric Service up to 225A (120V/240V) - UG	T&M	$2,336	N/A
Single Phase Electric Service up to 225A (120V/208V) - OH	T&M	$2,573	N/A
Single Phase Electric Service up to 225A (120V/208V) - UG	T&M	$2,573	N/A
Single Phase Electric Service 225A to 400A (120V/240V) - OH	T&M	$2,449	N/A
Single Phase Electric Service 225A to 400A (120V/240V) - UG	T&M	$2,449	N/A
Single Phase Electric Service 225A to 400A (120V/208V) - OH	T&M	$2,573	N/A
Single Phase Electric Service 225A to 400A (120V/208V) - UG	T&M	$2,573	N/A
Three Phase:			
Three Phase Electric Service 0A to 400A (120V/208V) - OH	T&M	$3,796	N/A
Three Phase Electric Service 0A to 400A (120V/208V) - UG	T&M	$3,796	N/A
Three Phase Electric Service 0A to 400A (277V/480V) - OH	T&M	$3,796	N/A
Three Phase Electric Service 0A to 400A (277V/480V) - UG	T&M	$3,796	N/A
Three Phase Electric Service 400A to 800A (277V/480V) - OH	T&M	$3,796	N/A
Three Phase Electric Service 400A to 800A (277V/480V) - UG	T&M	$3,796	N/A
Three Phase Electric Service 800A to 4000A (277V/480V) - OH	T&M	$4,272	N/A

Fee Name	Current Fee	Total Cost	Difference
Three Phase Electric Service 800A to 4000A (277V/480V) - UG	T&M	$4,272	N/A
Temporary Electrical Service (Construction Purposes ONLY)			
Single Phase Temporary Electric Service up to 225A (120V/240V) - OH	T&M	$1,484	N/A
Single Phase Temporary Electric Service up to 225A (120V/240V) - UG	T&M	$1,484	N/A
Distribution Line Extensions			
Distribution Line Extension/Relocation (1 to 10 Units) - OH	Modified	$2,987	N/A
Distribution Line Extension/Relocation (1 to 10 Units) - UG (Rule 15)	Modified	$2,987	N/A
Distribution Line Extension/Relocation (10+ Units) - OH	Modified	$5,975	N/A
Distribution Line Extension/Relocation (10+ Units) - UG (Rule 15)	Modified	$5,975	N/A
Distribution Line Extension/Relocation OH to UG Conversion (Rule 20)	Modified	$6,473	N/A
Service Line Extensions			
Service Line Extension/Relocation (1 to 10 Units) - OH	$1,700	$1,445	$255
Service Line Extension/Relocation (1 to 10 Units) - UG (Rule 16)	$1,700	$1,445	$255
Service Line Extension/Relocation (10+ Units) - OH	T&M	$2,987	N/A
Service Line Extension/Relocation (10+ Units) - UG (Rule 16)	T&M	$2,987	N/A
Service Line Extension/Relocation OH to UG Conversion (Rule 20)	T&M	$3,686	N/A
Engineering Review / Plan Check			
Preliminary Electric Service Assessment	$238	$1,395	($1,157)
Plan Check:			
Basic/Minor	New	$1,271	N/A
Advanced/Major	New	$3,714	N/A
Master Subdivision/Subdivision	New	$2,318	N/A
Additional Plan Check (After 2nd Review):			
Basic/Minor	$119	$461	($342)
Advanced/Major	$119	$1,383	($1,264)
Master Subdivision/Subdivision	$119	$922	($803)
Solar Application Review and Plan Check:			
Basic/Minor	$136	$1,897	($1,761)
Advanced/Major	$136	$2,647	($2,511)
Master Subdivision/Subdivision	$136	$3,236	($3,100)
Additional Solar Plan Check (After 2nd Review):			
Basic/Minor	$61	$666	($605)
Advanced/Major	$61	$881	($820)
Master Subdivision/Subdivision	$61	$1,030	($969)
Distribution Line Extension/Relocation:			
1 to 10 Units - Planning	T&M	$1,398	N/A
1 to 10 Units - Engineering	T&M	$698	N/A
10+ Units - Planning	T&M	$2,796	N/A
10+ Units - Engineering	T&M	$1,397	N/A
OH to UG Conversion - Planning	T&M	$2,796	N/A
OH to UG Conversion - Engineering	T&M	$1,895	N/A
Misc Electric Utility / Penalty Fees			
Customer Requested Electric Operations Service Call "Trip Charge"	$125	$170	($45)
Service Line Disconnection:			
Overhead	$559	$675	($116)

Fee Name	Current Fee	Total Cost	Difference
Underground	$559	$675	($116)
Service Line Reconnection:			
Overhead	$262	$675	($413)
Underground	$262	$675	($413)
Distribution Line Disconnection:			
Overhead	New	$1,033	N/A
Underground	New	$1,033	N/A
Distribution Line Reconnection:			
Overhead	New	$1,271	N/A
Underground	New	$1,271	N/A
Service Turn On:			
Single Phase/Commercial Self Cont Remote	Modified	$39	N/A
Single Phase/Commercial Self Cont in the Field	Modified	$197	N/A
3 Phase Self Cont	Modified	$295	N/A
Single Phase & 3 Phase CT Rated	Modified	$295	N/A
Site / Panel Investigation	New	$676	N/A
Meter Test - 2nd Request within One Year:			
Single Phase	$182	$367	($185)
3 Phase	$182	$709	($527)
Meter Changeout - Customer Required:			
Single Phase	$307	$341	($34)
3 Phase	$596	$625	($29)
Trespass / Diversion:			
1st Offense	$250	$1,399	($1,149)
2nd Offense	$350	$1,399	($1,049)
Inspections			
General	$153	$676	($523)
Trench / Conduit	$153	$795	($642)
Mandrel	$153	$795	($642)
Substructure	$153	$795	($642)
Structure / Equipment	$153	$795	($642)
Solar:			
Single Phase	$153	$849	($696)
3 Phase	$153	$1,077	($924)

The fees administered by the Electric Utility Division generally under-recover their associated costs. The largest under-recovery is for 'Solar Application Review and Plan Check - Master Subdivision/Subdivision' at $3,100. The smallest undercharge is for the 'Meter Changeout – Customer Requested – 3 Phase' at about $30. The Electric Utility Division does overcharge for two fees 'Service Line Extension/Relocation (1 to 10 Units) – OH' and 'Service Line Extension/Relocation (1 to 10 Units) - UG (Rule 16)' with an over recovery of $255.

ANNUAL REVENUE IMPACT

Due to the current fees being on time and material, it is difficult to estimate the annual workload associated with these activities; as such, no annual revenue impact was calculated.

ENGINEERING

The Engineering Division, within the Public Works Department, is responsible for planning, designing, and administering all contracts related to land development, City streets and traffic, facilities, stormwater and landscape maintenance, and capital projects. The fees examined within this study relate to encroachment, stormwater, and excavation permits; preliminary and final plan and map reviews; grading; inspections; and other miscellaneous fees. The following subsections discuss fee schedule modifications, detailed per unit results, and annual results for the fee-related services provided by the Engineering Division of the Public Works Department.

FEE SCHEDULE MODIFICATIONS

In discussions with City staff, the following modifications were proposed to the current fee schedule:

- **Eliminated Fees:** Staff proposed removing the following fees, as they are no longer being charged or are duplicative of other services on the fee schedule:
    - 'Tentative map - (MH, RV) - preliminary'
    - 'Tentative Comm/Indus parcel >4 lots- preliminary'
    - 'Plot Plan'
    - 'Third checkup - Final'
    - 'P.C. Final Map'
    - 'Individual Project'
    - '24" x 36" or Smaller Printout'
    - 'Special Landscape Maintenance District - Annexation'
    - 'Assessment/Mello Roos District Deposit'
    - 'Water Utility Items'
    - 'Sewer Utility Items'
- **New Fees:** Staff proposed the addition of the following fees as they highlight either services already offered but not codified on the fee schedule or new services the City would like to provide:
    - 'Traffic Study Screening Memo'
    - 'Traffic Study Scoping Agreement'
    - 'Preliminary Grading Plan'

- 'Utility Site Plan'
- 'Water Supply Verification / Assessment (WSA)'
- 'Sewer Availability Verification / Assessment'
- 'Reclaimed Water Verification / Assessment'
- 'Sewer Waste Survey'
- 'Conceptual Landscape Plan Review'
- 'Fourth or Subsequent Review'
- 'Erosion Control (If Separate from Grading Plan)'
- 'Plan Revisions'
- 'Other Improvement Plans: As Directed by City Engineer'
- 'Excavation Permit'
- 'Demolition'
- 'NPDES Inspection / Reinspection (Stormwater Compliance)'
- 'Special District Annexation'
- 'Fee for Services Not Specified Above'

- **Condensed Fees:** Staff proposed condensing the following fees for simplicity and clarity:
  - 'Final Map' was condensed to a base fee and a per lot fee.
  - 'Precise Grading' was condensed to a base fee and a per sheet fee.
  - 'Improvement Plan Review (Street, Signing and Striping, Traffic Signal, Traffic Control, Storm Drain, Channel, Sewer, Water, Non-Potable Water, Landscape)' was reworded and condensed to a base fee and a per sheet fee.
- **Expanded Fees**: The following fees were expanded to better capture the staff time required for the associated activities:
  - 'Drainage Study (Preliminary and Final)' and 'Wate Quality Management Plan (Preliminary and Final' were both reworded and expanded into the following categories: 'Under 10 Acres', '10 Acres or Greater', 'Revisions', and '4th Review (Or Additional)'.
  - 'Tentative Parcel Map' and 'Tentative Tract Map' were expanded into the following categories: 'Base', 'Per Sheet', and '4th Review (Or Additional)'.

- 'Site Plan' was expanded to include 'Residential', 'Multi-Family and Other Non-Residential', and '4th Review (Or Additional)'.
- Under 'Public Right of Way Items', 'Oversized/weight permit (Caltrans Rate)' was expanded to include an annual fee and fees for 'Dumpster / POD in Public ROW' and 'Street Closure' were added.

- **Modified Fees:** The following points highlight various miscellaneous modifications proposed by staff:
  - The fee for 'Specific Plan - Preliminary / Final' was modified to read 'Specific Plan' for clarity.
  - The fee for 'Specific Plan Amendment - Preliminary / Final' was modified to read 'Specific Plan Amendment' for clarity.
  - The fee for 'E.I.R - Preliminary / Final' was modified to read 'E.I.R' for clarity.
  - The fee for 'Traffic Study Impact Assessment' was modified to read 'Traffic Impact Analysis' for clarity, and it was changed to a deposit rather than a flat fee.
  - The fee for 'Floodplain Evaluation Zone Development' was modified to read 'Flood Zone Development Review' for clarity. It was also changed from a deposit to a flat fee.
  - The fee for 'Consultant Service - Preliminary / Final' was modified to read 'Consultant Service' for clarity.
  - The fee for 'Amend Map – Final' was modified to read 'Amended Final Map' for clarity. The unit was also changed to 'Per Sheet'.
  - The fee for 'Condominium - Preliminary' was modified to read 'Condominium Plan' for clarity.
  - 'Dedication Document (ROW or Easement)' was reworded for clarity.
  - The fee for 'Street / Easement Abandonment' was modified to read 'Street Vacation' for clarity.
  - The fee for 'Consultant Service - Final' was modified to read 'Consultant Service' for clarity.
  - 'Rough Grading' was modified to a 'Grading' fee with a base fee and a per sheet fee.
  - 'Grading / Stockpile Permit:' was reworded to a 'Grading Permit' for clarity. The 'For Every 100 CY or Fraction Thereof' fee was also increased to larger units (1,000 CY, 10,000 CY, and 100,000 CY) to allow costs to be captured more accurately.
  - 'NPDES Inspection / Reinspection – City Staff' was renamed 'NPDES Inspection / Reinspection (Grading)' and the unit was changed from 'Per Lot' to 'Per Acre'.
  - 'Reimbursement Agreement' was modified from a deposit fee to a per unit fee.

- 'Plan Storage, Asset Management, & GIS Maintenance Fee' was changed from a percent of permit fee to a per sheet fee.

These modifications ensure that the proposed fee schedule more accurately reflects the services that Public Works / Engineering provides.

DETAILED RESULTS

The Engineering Division collects fees for grading permits, tentative parcel maps, site plans, encroachment permits, and inspections. The total cost calculated for each service includes direct staff costs and Departmental, Divisional, and Citywide overhead. The following table details the fee name, current fee, total cost, and difference associated with each service offered.

TABLE 7: TOTAL COST PER UNIT RESULTS – ENGINEERING

Fee Name	Current Fee	Total Cost	Difference
Land Development Fees			
Specific Plan	$3,871	Refer to Planning Deposit	N/A
Specific Plan Amendment	$2,540	Refer to Planning Deposit	N/A
E.I.R	$2,862	Refer to Planning Deposit	N/A
Drainage Study (Preliminary and Final)			
Under 10 Acres	Modified	$5,761	N/A
10 Acres or Greater	Modified	$10,711	N/A
Revisions	Modified	$2,923	N/A
4th Review (Or Additional)	Modified	$1,862	N/A
Water Quality Management Plan (Preliminary and Final)			
Under 10 Acres	Modified	$3,609	N/A
10 Acres or Greater	Modified	$5,859	N/A
Revisions	Modified	$1,711	N/A
4th Review (Or Additional)	Modified	$1,187	N/A
Traffic Study Screening Memo	New	$1,179	N/A
Traffic Study Scoping Agreement	New	$2,164	N/A
Traffic Impact Analysis	$2,504	$4,630	($2,126)
Soils Report	$2,742	$3,373	($631)
Tentative Parcel Map			
Base	$1,843	$8,715	($6,872)
Per Sheet	New	$2,250	N/A
4th Review (Or Additional)	New	$750	N/A
Tentative Tract Map			
Base	$2,531	$8,715	($6,184)
Per Sheet	New	$3,375	N/A
4th Review (Or Additional)	New	$1,125	N/A

Fee Name	Current Fee	Total Cost	Difference
Site Plan			
Residential	$289	$1,902	($1,613)
Multi-Family and Other Non-Residential	$289	$4,501	($4,212)
4th Review (Or Additional)	New	$1,500	N/A
Preliminary Grading Plan			
Under 10 Acres	New	$6,814	N/A
10 Acres or Greater	New	$12,650	N/A
Revisions	New	$3,493	N/A
4th Review (Or Additional)	New	$4,053	N/A
Utility Site Plan			
Under 10 Acres	New	$3,555	N/A
10 Acres or Greater	New	$5,968	N/A
Revisions	New	$1,918	N/A
4th Review (Or Additional)	New	$2,543	N/A
Water Supply Verification / Assessment (WSA)	New	Actual Cost + 10%	N/A
Sewer Availability Verification / Assessment	New	Actual Cost + 10%	N/A
Reclaimed Water	New	Actual Cost + 10%	N/A
Sewer Waste Survey	New	$939	N/A
Conceptual Landscape Plan Review	New	$663	N/A
Flood Zone Development Review	$705	$2,165	($1,460)
Consultant Service	$184 + Consultant's Fee	Actual Cost + 10%	N/A
Final Map/Easement Review			
Final Map:			
Base	New	$5,186	N/A
Per Lot	New	$300	N/A
Fourth or Subsequent Review	New	$689	N/A
Amended Final Map	$932	$4,273	($3,341)
Condominium Plan	$1,023	Actual Cost + 10%	N/A
Certificate of Correction	$836	$1,049	($213)
Certificate of Compliance	$653	$4,596	($3,943)
Dedication Document (ROW or Easement)	$224	$5,250	($5,026)
Street Vacation	$435	$5,250	($4,815)
Lot Line Adjustment	$619	$5,250	($4,631)
Lot Merger	$619	$5,250	($4,631)
Consultant Service	$183 + Consultant's Fee	Actual Cost + 10%	N/A
Plan Review			
Grading:			
Base	Modified	$3,209	N/A
Per Sheet	Modified	$1,045	N/A

Fee Name	Current Fee	Total Cost	Difference
Precise Grading:			
Base	Modified	$4,254	N/A
Per Sheet	Modified	$1,913	N/A
Erosion Control (If Separate from Grading Plan):			
Base	New	$2,347	N/A
Per Sheet	New	$300	N/A
Improvement Plan Review (Street, Signing and Striping, Traffic Signal, Traffic Control, Storm Drain, Channel, Sewer, Water, Non-Potable Water):			
Base	Modified	$4,949	N/A
Per Sheet	Modified	$573	N/A
Plan Revisions:			
Base	New	$1,154	N/A
Per Sheet	New	$1,393	N/A
4th or Subsequent Review	New	$464	N/A
Other Improvement Plans: As Directed by City Engineer	New	Actual Cost + 10%	N/A
Grading Permit Fees (Mass, Rough, Stockpile, Borrow)			
Grading Permit:			
51-100 CY	$45	$975	($930)
101-1,000 CY			
Base	$45	$1,412	($1,367)
For Every 100 CY or Fraction Thereof	$21	$57	($36)
1,001-10,000 CY			
Base	$230	$1,923	($1,693)
For Every 1,000 CY or Fraction Thereof	$25	$74	($49)
10,001-100,000 CY			
Base	$380	$2,585	($2,205)
For Every 10,000 CY or Fraction Thereof	$75	$175	($100)
100,001 or more CY			
Base	$1,075	$4,163	($3,088)
For Every 100,000 CY or Fraction Thereof	$85	$132	($47)
Encroachment Permit Fees			
Encroachment Permit	$352	$1,643	($1,291)
Excavation Permit	New	$1,643	N/A
Demolition	New	$1,643	N/A
Curb & Gutter:			
<100 ft.	$60	$496	($436)
>100 ft.	$43	$188	($145)
Sidewalk:			
<400 sq. ft	$60	$456	($396)
>400 sq. ft	$19	$148	($129)
Pavement:			
<1,000 ft.	$120	$556	($436)
Each Additional 1,000 ft.	$95	$248	($153)
Driveway Approach:			
Residential	$60	$620	($560)
Commercial	$81	$660	($579)

Fee Name	Current Fee	Total Cost	Difference
Wheelchair Ramp	$60	$536	($476)
Cross Gutter / Spandrel	$103	$496	($393)
Sewer main, storm drain, water main:			
<50 ft.	$82	$716	($634)
>50 ft.	$43	$377	($334)
Sewer Lateral	$60	$815	($755)
Water Service	$60	$617	($557)
Sewer Manhole	$81	$737	($656)
Sewer Clean Out	$82	$557	($475)
Water Line Hot Tap	$174	$815	($641)
Storm Drain Inlet:			
Storm Drain Inlet	$189	$868	($679)
Storm Drain Connector Pipe	$145	$748	($603)
Parkway Drain	$81	$748	($667)
Fire Hydrant	$270	$776	($506)
Air Vac Blow Off	$103	$656	($553)
Street Tree	$60	$368	($308)
Street Name & Traffic Sign	$60	$368	($308)
Inspections			
Industrial Waste Inspection	$175	$175	$0
NPDES Inspection / Reinspection - City Staff	Modified	$594	N/A
NPDES Inspection / Reinspection - Consultant			
Commercial Food Facilities and Non-IG Permit Inspections	New	$331	N/A
IG Permit Facilities, Businesses, and SB205 Compliance	New	$394	N/A
Reinspection Charge	New	$257	N/A
Overtime Inspection	1.5 x time spent	$266	N/A
Re-Inspection Fee	$154	$239	($85)
Inspections - Subdivision Developments	4%	4%	0%
Miscellaneous Fees			
Reimbursement Agreement	$1,056	$2,658	($1,602)
Appeals to City Council or Planning Commission	$543	$1,422	($879)
Public Right of Way Items			
Oversized/weight permit (Caltrans Rate):[1]			
Single Trip	$16	$16	$0
Annual	$90	$90	$0
Penalty for Work w/o Permit	$244	2x Permit Fees	N/A
Dumpster / POD in Public ROW	New	$331	N/A
Street Closure	New	$557	N/A
Special District Annexation	New	Actual Cost + 10%	N/A
Fee for Services Not Specified Above	New	$294	N/A

[1] 21 CCR § 1411.3

The fees administered by the Engineering Division generally under-recover the associated costs. The fee with the largest under-recovery is the base fee for the 'Tentative Parcel Map' at around $6,900. The smallest undercharge is in relation to the Grading Permit '101-1,000 CY - For Every 100 CY or Fraction Thereof' of roughly $36.

ANNUAL REVENUE IMPACT

Based on the prior year's (FY23/24) workload information, Engineering has a deficit of roughly $130,000. The following table shows the revenue at current fee, total projected annual cost, and the resulting difference by major fee category.

TABLE 8: ANNUAL RESULTS – ENGINEERING

Fee Category	Revenue at Current Fee	Annual Cost	Difference
Land Development Fees	$14,744	$35,704	($20,960)
Grading Plan Review	$61,079	$51,122	$9,957
Grading Permit Fees	$45	$975	($930)
Encroachment Permit Fees	$32,603	$151,224	($118,621)
Inspections	$519,197	$519,197	$0
Miscellaneous Fees	$1,552	$1,552	$0
Total	**$629,221**	**$759,774**	**($130,553)**

Engineering has an annual cost recovery of roughly 83%. At $119,000, the largest deficit is in relation to Public Works Encroachment Fees. This is primarily caused by the Encroachment permit which has a deficit of roughly $57,000. A per-unit deficit of about $1,300 processed 44 times leads to this very large deficit. The Division should review this fee and consider right-sizing it to allow for greater cost recovery.

FILM PERMITS

Economic Development currently administers film permits to oversee and regulate filming activities within the City limits. The fees associated with these permits were examined as part of the study. The following subsections discuss fee schedule modifications and detail per-unit results for the Film Permit fees.

FEE SCHEDULE MODIFICATIONS

City staff proposed expanding the singular 'Film Permit Fee' into three subcategories: 'Minor Impact', 'Moderate Impact', and 'High Impact'. This proposed modification will allow the City to better recover costs for more complex permits.

DETAILED RESULTS

Economic Development collects fees for film permits. These fees are in addition to any costs associated with needed street closures, traffic control, use of public right-of-way, or City staffing (such as Police or Fire presence). The total cost calculated for each service includes direct staff costs and Departmental, Divisional, and Citywide overhead. The following table details the fee name, current fee, total cost, and difference associated with each service offered.

TABLE 9: TOTAL COST PER UNIT RESULTS – FILM

Fee Name	Current Fee	Total Cost	Difference
Film Permit Fee			
Minor Impact	$300	$1,024	($724)
Moderate Impact	$300	$2,277	($1,977)
High Impact	$300	$4,742	($4,442)

The Film Permit fees under-recover the associated costs. The largest under-recovery is for a 'High Impact' film permit at around $4,500; the lowest is for a 'Minor Impact' permit at about $750.

ANNUAL REVENUE IMPACT

Because these fees are not currently tracked at the necessary level of detail, no annual revenue impacts are presented here.

FINANCE

The Finance and Administration fee category encompasses document printing and photocopying, other document-related services, returned check processing, and the provision of copies of digital media. The City Clerk and Finance departments are responsible for overseeing, processing, and administering these fees. The following subsections discuss fee schedule modifications and detail per-unit results for the Finance and Administration fees.

FEE SCHEDULE MODIFICATIONS

In discussions with City staff, the following modifications were proposed to the current fee schedule:

- **Eliminated Fees:** The following fees were eliminated, as they represent obsolete services:
  - 'Providing Agendas, Minutes, Packet, etc.'
  - 'Copy of Budget – Other Than'
  - 'Copy of Audit Report – Other'
  - 'Cassette Tape of Meeting, etc.'
- **Condensed Fees:** To streamline the fee schedule, the 'Photocopying of Documents' fee was combined with the 'Document Printing' fees.
- **Modified Fees:** The fee for a 'DVD of any live broadcast' was modified to read 'Digital Copy of any City Broadcast' for clarity.

The modifications proposed ensure that the proposed fee schedule better reflects the services being provided by Finance staff.

DETAILED RESULTS

The Finance and Administration collects fees for document printing, photocopying fees, bond document fees, document certification, postage, and return check processing. The total cost calculated for each service includes direct staff costs and Departmental, Divisional, and Citywide overhead. The following table details the fee name, current fee, total cost, and difference associated with each service offered.

TABLE 10: TOTAL COST PER UNIT RESULTS – FINANCE

Fee Name	Current Fee	Total Cost	Difference
Document Printing / Photocopying Fees:[2]			
Black & White	$0.25	$0.25	$0.00
Color	$0.35	$0.35	$0.00

[2] GOV § 6253(b)

Fee Name	Current Fee	Total Cost	Difference
Oversized (maps)	Actual Cost	Actual Cost	N/A
Bound Document Fees:[3]			
Binding Materials	$1.00	$1.00	$0.00
Per Page Charge			
Black & White	$0.25	$0.25	$0.00
Color	$0.35	$0.35	$0.00
Document Certification[4]	Modified	$15.00	N/A
Postage	Actual Cost	Actual Cost	N/A
Return Check Processing: [5]			
1st Check	$25	$25	$0
2nd Check	$25	$35	($10)
Digital Copy of any City live broadcast[6]	$7	$7	$0

The fees administered by Finance and Administration generally fully recover costs. The only undercharge is for the 'Return Check Processing – 2nd Check' at $10.

ANNUAL REVENUE IMPACT

Due to the complexity of the City's financial reporting system, per unit information was unable to be gathered and therefore no annual revene impacts are presented here.

[3] GOV § 6253(b)
[4] GOV § 8223 (b)
[5] CIV § 1719(a)
[6] GOV § 6253.9(a)

FIRE

The City of Banning contracts with CalFire for Fire services. The fees examined within this study relate to plan review and inspection and fire code compliance. The following subsections discuss fee schedule modifications, detailed per unit results, and annual results for the fee-related services provided by Fire.

FEE SCHEDULE MODIFICATIONS

The only modifications proposed to the Fire fee schedule were in relation to false alarms. Staff proposed breaking out False Alarms between commercial / industrial and residential, as well as codifying the false alarm response fee in the fee schedule.

DETAILED RESULTS

The Fire Department collects fees for sprinkler permits, alarm permits, water system permits, protection systems permits, hazmat permits, and inspections. The total cost calculated for each service includes direct staff costs and Departmental, Divisional, and Citywide overhead. The following table details the fee name, current fee, total cost, and difference associated with each service offered.

TABLE 11: TOTAL COST PER UNIT RESULTS – FIRE

Fee Name	Current Fee	Total Cost	Difference
FIRE FEES FOR SPRINKLER PERMITS (FSS, FSD, FMS)			
New 13, 13R Fire Sprinkler System plan check (base fee)	$662	$719	($57)
New 13, 13R Fire Sprinkler System inspection (per sprinkler head)	$7	$10	($3)
New 13D Fire Sprinkler System plan check (base fee)	$284	$308	($24)
New 13D Fire Sprinkler System inspection (per sprinkler head) (each separate plan type)	$7	$10	($3)
TI 13, 13R Fire Sprinkler System plan check (base fee)	$473	$513	($40)
TI 13, 13R Fire Sprinkler System inspection (per sprinkler head)	$7	$10	($3)
TI 13D Fire Sprinkler System plan check (base fee)	$237	$256	($19)
TI 13D Fire Sprinkler System inspection (per sprinkler head)	$7	$10	($3)
Construction Reinspection Fee (per hour)	$189	$205	($16)
Alternate methods and materials (initial - 4 hrs. min.)	$756	$822	($66)
Additional Alternate methods and materials Plan Review	$189	$205	($16)
Consultant Fire Plan Review		Actual Cost + 15%	
Misc./Over the Counter/ Revisions (per hour)	$189	$205	($16)
3rd review and subsequent submittals (per hour)	$189	$205	($16)
Expedited / Overtime Plan Review (per hour)	$284	$308	($24)
Expedited / Overtime Inspection (per hour)	$284	$308	($24)
Work without Permit (PENALTY)	$378	$411	($33)
FIRE FEES FOR ALARM PERMITS (FAL)			
New Fire Alarm System plan check (base fee)	$662	$719	($57)
New Fire Alarm System inspection (per initiating or notification device)	$7	$10	($3)

Fee Name	Current Fee	Total Cost	Difference
TI Fire Alarm System Plan Check (base fee)	$473	$513	($40)
TI Fire Alarm System Inspection (per initiating or notification device)	$7	$10	($3)
Monitoring Only Plan Check (or Communicator upgrade per unit)	$189	$205	($16)
Monitoring Only Inspection (or Communicator upgrade per unit)	$189	$205	($16)
Construction Reinspection Fee (per hour)	$189	$205	($16)
Alternate methods and materials (initial - 4 hrs. min.)	$756	$822	($66)
Additional Alternate methods and materials Plan Review (per hour)	$189	$205	($16)
Consultant Fire Plan Review	Actual Cost + 15%		
Misc./Over the Counter/ Revisions (per hour)	$189	$205	($16)
3rd review and subsequent submittals (per hour)	$189	$205	($16)
Expedited / Overtime Plan Review (per hour)	$284	$308	($24)
Expedited / Overtime Inspection (per hour)	$284	$308	($24)
Work without Permit (PENALTY)	$378	$411	($33)
FIRE FEES FOR WATER SYSTEM PERMITS (FWT)			
Underground plan check (per connection i.e. hydrant and/or riser)	$284	$308	($24)
Underground inspection (per connection i.e. hydrant and/or riser)	$378	$411	($33)
Fire Pump plan check	$567	$616	($49)
Fire Pump inspection	$473	$513	($40)
Aboveground Temporary Tank plan check	$284	$308	($24)
Aboveground Temporary Tank inspection	$284	$308	($24)
Emergency Underground Repair plan check	$284	$308	($24)
Emergency Underground Repair inspection	$567	$616	($49)
Standpipes/Hose valves plan check	$284	$308	($24)
Standpipes/Hose valves inspection	$378	$411	($33)
Construction Reinspection Fee (per hour)	$189	$205	($16)
Alternate methods and materials (initial - 4 hrs. min.)	$756	$822	($66)
Additional Alternate methods and materials Plan Review	$189	$205	($16)
Consultant Fire Plan Review	Actual Cost + 15%		
Misc./Over the Counter/ Revisions (per hour)	$189	$205	($16)
3rd review and subsequent submittals (per hour)	$189	$205	($16)
Expedited / Overtime Plan Review (per hour)	$284	$308	($24)
Expedited / Overtime Inspection (per hour)	$284	$308	($24)
Work without Permit (PENALTY)	$378	$411	($33)
FIRE FEES FOR PROTECTION SYSTEMS PERMITS (FPS)			
Special Extinguishing System plan check	$520	$565	($45)
Special Extinguishing System inspection	$284	$308	($24)
Hood and Duct Extinguishing System plan check (per system)	$284	$308	($24)
Hood and Duct Extinguishing System inspection (per system)	$284	$308	($24)
Smoke Control - Rationale Analysis and Plan Review	$1,323	$1,439	($116)
Smoke Control System inspection	$1,134	$1,233	($99)
Construction Reinspection Fee (per hour)	$189	$205	($16)
Alternate methods and materials (initial - 4 hrs. min.)	$756	$822	($66)
Additional Alternate methods and materials Plan Review	$189	$205	($16)
Consultant Fire Plan Review	Actual Cost + 15%		
Misc./Over the Counter/ Revisions (per hour)	$189	$205	($16)

Fee Name	Current Fee	Total Cost	Difference
3rd review and subsequent submittals (per hour)	$189	$205	($16)
Expedited / Overtime Plan Review (per hour)	$284	$308	($24)
Expedited / Overtime Inspection (per hour)	$284	$308	($24)
Work without Permit (PENALTY)	$378	$411	($33)
FIRE FEES FOR OTHER SYSTEMS PERMITS (FOS)			
Industrial Oven plan check (per oven)	$378	$411	($33)
Industrial Oven inspection (per oven)	$378	$411	($33)
Dust Collection System plan check	$378	$411	($33)
Dust Collection System inspection	$378	$411	($33)
Battery System plan check (Commercial)	$378	$411	($33)
Battery System inspection (Commercial)	$378	$411	($33)
Refrigeration System < 500 lbs. plan check	$567	$616	($49)
Refrigeration System < 500 lbs. inspection	$284	$308	($24)
Refrigeration System ≥ 500 lbs. plan check	$945	$1,027	($82)
Refrigeration System ≥ 500 lbs. inspection	$567	$616	($49)
Spray Booths (per booth) plan check	$284	$308	($24)
Spray Booths (per booth) inspection	$189	$205	($16)
Gas Systems (Med Gas, Industrial Gas, LPG) plan check	$567	$616	($49)
Gas Systems (Med Gas, Industrial Gas, LPG) inspection	$378	$411	($33)
Emergency Responder Radio Coverage plan check	$756	$822	($66)
Emergency Responder Radio Coverage inspection	$756	$822	($66)
Construction Reinspection Fee (per hour)	$189	$205	($16)
Alternate methods and materials (initial - 4 hrs. min.)	$756	$822	($66)
Additional Alternate methods and materials Plan Review (per hour)	$189	$205	($16)
Consultant Fire Plan Review	Actual Cost + 15%		
Misc./Over the Counter/ Revisions (per hour)	$189	$205	($16)
3rd review and subsequent submittals (per hour)	$189	$205	($16)
Expedited / Overtime Plan Review (per hour)	$284	$308	($24)
Expedited / Overtime Inspection (per hour)	$284	$308	($24)
Work without Permit (PENALTY)	$378	$411	($33)
FIRE FEES FOR ACCESS & WATER REVIEWS (FAW, FPP)			
Access and Water Supply plan check	$189	$205	($16)
Access and Water Supply inspection	$378	$411	($33)
Fuel Modification Plan check	$378	$411	($33)
Fuel Modification inspection	$189	$205	($16)
Construction Reinspection Fee (per hour)	$189	$205	($16)
Alternate methods and materials (initial - 4 hrs. min.)	$756	$822	($66)
Additional Alternate methods and materials Plan Review (per hour)	$189	$205	($16)
Consultant Fire Plan Review (actual consultant fee +20%)	Actual Cost + 15%		
Misc./Over the Counter/ Revisions (per hour)	$189	$205	($16)
3rd review and subsequent submittals (per hour)	$189	$205	($16)
Expedited / Overtime Plan Review (per hour)	$284	$308	($24)
Expedited / Overtime Inspection (per hour)	$284	$308	($24)
Work without Permit (PENALTY)	$378	$411	($33)
FIRE FEES FOR HAZ MAT PERMITS (FHM)			

Fee Name	Current Fee	Total Cost	Difference
Haz-Mat Chem Class <10 Chemicals plan check	$284	$308	($24)
Haz-Mat Chem Class<10 Chemicals inspection	$189	$205	($16)
Haz-Mat Chem Class 10 - 25 Chemicals plan check	$473	$513	($40)
Haz-Mat Chem Class 10 - 25 Chemicals inspection	$284	$308	($24)
Haz-Mat Chem Class 26 - 100 Chemicals plan check	$756	$822	($66)
Haz-Mat Chem Class 26 - 100 Chemicals inspection	$473	$513	($40)
Haz-Mat Chem Class >100 Chemicals plan check	$1,040	$1,130	($90)
Haz-Mat Chem Class >100 Chemicals inspection	$662	$719	($57)
Underground Storage Tanks plan check (per tank) Installation or Removal	$426	$462	($36)
Underground Storage Tanks inspection (per tank) Installation or Removal	$189	$205	($16)
Aboveground Storage Tanks plan check (per tank) Installation or Removal	$426	$462	($36)
Aboveground Storage Tanks inspection (per tank) Installation or Removal	$189	$205	($16)
Alterations to gas stations plan check (no tank alterations)	$284	$308	($24)
Alterations to gas stations inspection (no tank alterations)	$189	$205	($16)
Construction Reinspection Fee (per hour)	$189	$205	($16)
Alternate methods and materials (initial - 4 hrs. min.)	$756	$822	($66)
Additional Alternate methods and materials Plan Review (per hour)	$189	$205	($16)
Consultant Fire Plan Review (actual consultant fee +20%)	Actual Cost + 15%		
Misc./Over the Counter/ Revisions (per hour)	$189	$205	($16)
3rd review and subsequent submittals (per hour)	$189	$205	($16)
Expedited / Overtime Plan Review (per hour)	$284	$308	($24)
Expedited / Overtime Inspection (per hour)	$284	$308	($24)
Work without Permit (PENALTY)	$378	$411	($33)
FIRE FEES FOR HIGH PILE STORAGE PERMITS (FHP)			
High Pile Storage <12,000 sq. ft. Plan Check	$378	$411	($33)
High Pile Storage <12,000 sq. ft. Inspection	$378	$411	($33)
High Pile Storage 12,001 - 50,000 sq. ft. Plan Check	$756	$822	($66)
High Pile Storage 12,001 - 50,000 sq. ft. Inspection	$756	$822	($66)
High Pile Storage 50,001 - 100,000 sq. ft. Plan Check	$1,134	$1,233	($99)
High Pile Storage 50,001 - 100,000 sq. ft. Inspection	$1,134	$1,233	($99)
High Pile Storage > 100,000 sq. ft. Plan Check	$1,512	$1,644	($132)
High Pile Storage > 100,000 sq. ft. Inspection	$1,512	$1,644	($132)
Construction Reinspection Fee (per hour)	$189	$205	($16)
Alternate methods and materials (initial - 4 hrs. min.)	$756	$822	($66)
Additional Alternate methods and materials Plan Review (per hour)	$189	$205	($16)
Consultant Fire Plan Review (actual consultant fee +20%)	Actual Cost + 15%		
Misc./Over the Counter/ Revisions (per hour)	$189	$205	($16)
3rd review and subsequent submittals (per hour)	$189	$205	($16)
Expedited / Overtime Plan Review (per hour)	$284	$308	($24)
Expedited / Overtime Inspection (per hour)	$284	$308	($24)
Work without Permit (PENALTY)	$378	$411	($33)
FIRE FEES FOR INSPECTIONS (FIN)			

Fee Name	Current Fee	Total Cost	Difference
Residential Care Facility Pre-inspection (6 or less)	$189	$205	($16)
Residential Day Care Facility 8-14 Fire Clearance	$189	$205	($16)
Special Event WITH tents and/or canopies >400 sq. ft.	$378	$411	($33)
Special Event with NO tents and/or canopies	$189	$205	($16)
Carnivals and Fairs	$378	$411	($33)
Explosives or Blasting Agents, use, dispose	$378	$411	($33)
Firework Displays	$1,134	$1,233	($99)
Complaints (not on fee schedule but is documented under this record type)	$0	$102	($102)
Fire Clearances (not on fee schedule but is documented under this record type for hospital, res. care facility 850 fire clearance, etc.)	$189	$205	($16)
Hydrant/Control Valve Flow Test	$284	$308	($24)
Fire Standby (per hour - During work hours)	$189	$205	($16)
Fire Standby (per hour - During off work hours)	$284	$308	($24)
Miscellaneous Inspection (uses 1 hour of the hourly rate fee)	$189	$205	($16)
MISCELLANEOUS FIRE FEES			
Plan Review (per hour) for items not identified on fee schedule	$189	$205	($16)
Inspection (per hour) for items not identified on fee schedule	$189	$205	($16)
False Alarm - Commercial / Industrial	$378	$411	($33)
False Alarm - Residential	$378	$411	($33)
False Alarm Response (Only applicable after 3rd False Alarm)	New	$411	N/A
ANNUAL PERMITS			
Business			
A-1 occupancies: Assembly uses, usually with fixed seating, intended for the production and viewing of performing arts or motion pictures <20,000 sq. ft.	$284	$308	($24)
A-1 occupancies: Assembly uses, usually with fixed seating, intended for the production and viewing of performing arts or motion pictures ≥20,000 sq. ft.	$567	$616	($49)
A-2 occupancies: Assembly uses intended for food and/or drink consumption <10,000 sq. ft.	$189	$205	($16)
A-2 occupancies: Assembly uses intended for food and/or drink consumption > 10,000 sq. ft.	$284	$308	($24)
A-3 occupancies: Assembly uses intended for worship, recreation or amusement and other assembly occupancies not classified as A-1, A-2, A-4, and A-5 occupancies <20,000 sq. ft.	$284	$308	($24)
A-3 occupancies: Assembly uses intended for worship, recreation or amusement and other assembly occupancies not classified as A-1, A-2, A-4, and A-5 occupancies ≥20,000 sq. ft.	$567	$616	($49)
A-4 occupancies: Assembly uses intended for viewing of indoor sporting events and activities with spectator seating <20,000 sq. ft.	$284	$308	($24)
A-4 occupancies: Assembly uses intended for viewing of indoor sporting events and activities with spectator seating ≥20,000 sq. ft.	$567	$616	($49)
A-5 occupancies: Assembly uses intended for participation in or viewing outdoor activities.	$284	$308	($24)
B, F, M or S Occupancies < 3,600 Square Feet	$189	$205	($16)

Fee Name	Current Fee	Total Cost	Difference
B, F, M or S Occupancies 3,601 - 50,000 Square Feet	$378	$411	($33)
B, F, M or S Occupancies 50,001 - 350,000 sq. ft.	$567	$616	($49)
B, F, M or S Occupancies > 350,000 sq. ft.	$1,134	$1,233	($99)
H or L Occupancy	$567	$616	($49)
2nd Re-Inspection Penalty	$378	$411	($33)
3rd + Re-inspection Penalty	$500	$543	($43)
Work without Permit	$378	$411	($33)
Multi-Family			
R-1 Occupancy (i.e. hotels, motels) <25 units	$567	$616	($49)
R-1 Occupancy (i.e. hotels, motels) 26-50 units	$709	$770	($61)
R-1 Occupancy (i.e. hotels, motels) 51-75 units	$851	$925	($74)
R-1 Occupancy (i.e. hotels, motels) 76-100 units	$993	$1,079	($86)
R-1 Occupancy (i.e. hotels, motels) >100 units	$1,134	$1,233	($99)
R-2 Occupancy (i.e. Res Permanent 3+) per unit	$48	$51	($3)
Care Facility Residential State Licensed - 6 or less Pre-inspection Fee	$189	$205	($16)
Care Facility Commercial 0-50 State Licensed	$378	$411	($33)
Care Facility Commercial 51-99 State Licensed	$473	$513	($40)
Care Facility Commercial 100-150 State Licensed	$567	$616	($49)
Care Facility Commercial ≥ 151 State Licensed	$756	$822	($66)
2nd Re-Inspection Penalty	$378	$411	($33)
3rd + Re-inspection Penalty	$500	$543	($43)
Work without Permit (PENALTY)	$378	$411	($33)
State-Mandated			
E Occupancy (Schools) <10,000 sq. ft.	$284	$308	($24)
E Occupancy (Schools) > 10,000 sq. ft.	$756	$822	($66)
Hospitals <10,000 S.F.	$284	$308	($24)
Hospitals > 10,000 S.F.	$756	$822	($66)
Skilled Nursing < 10,000 S.F.	$284	$308	($24)
Skilled Nursing > 10,000 S.F.	$756	$822	($66)
Jail <10,000 S.F.	$284	$308	($24)
Jail > 10,000 S.F.	$756	$822	($66)
High-Rise 75' or more	$1,134	$1,233	($99)
Day Care Facilities Residential 8-14 Fire Clearance	$189	$205	($16)
Day Care Facilities Commercial 0-50	$189	$205	($16)
Day Care Facilities Commercial 51-100	$378	$411	($33)
Day Care Facilities Commercial 101-150	$430	$462	($32)
Day Care Facilities Commercial >150	$473	$513	($40)
2nd Re-Inspection Penalty	$378	$411	($33)
3rd + Re-inspection Penalty	$500	$543	($43)
Work without Permit (PENALTY)	$378	$411	($33)
Fire Code Permits (CFC Operational Permits)			
Additive Manufacturing (3D Printing)	$189	$205	($16)
Aerosol Products Level 2 & 3	$95	$102	($7)
Amusement Buildings (Special Amusement Buildings)	$284	$308	($24)
Carnivals and Fairs	$95	$102	($7)
Cellulose Nitrate	$95	$102	($7)

Fee Name	Current Fee	Total Cost	Difference
Combustible Dust Producing & Operations	$189	$205	($16)
Combustible Fibers	$189	$205	($16)
Compressed Gases	$189	$205	($16)
Covered and Uncovered Mall Buildings	$284	$308	($24)
Cryogenic Fluids	$189	$205	($16)
Cutting and Welding	$95	$102	($7)
Dry Cleaning Plants 1-2 units	$95	$102	($7)
Dry Cleaning Plants > 2 units	$284	$308	($24)
Energy Storage System	$378	$411	($33)
Exhibits and trade Shows	$189	$205	($16)
Explosives	$189	$205	($16)
Hydrant/Control Valve Flow Test	$189	$205	($16)
Flammable/Combustible Liquids Inside ≥60 Gal.	$189	$205	($16)
Flammable/Combustible Liquids Inside <60 Gal.	$95	$102	($7)
Flammable/Combustible Liquid Outside/Aboveground tank (per tank)	$142	$154	($12)
Flammable/Combustible Liquid Underground Tanks (per tank)	$142	$154	($12)
Fruit and Crop Ripening	$142	$154	($12)
Hazardous Materials	$189	$205	($16)
Hazardous Production Materials	$189	$205	($16)
High-Piled Combustible Stock <12,000 sq. ft.	$189	$205	($16)
High-Piled Combustible Stock 12,000 - 100,000 sq. ft.	$473	$513	($40)
High-Piled Combustible Stock >100,000 sq. ft.	$756	$822	($66)
Hot Work Operations	$95	$102	($7)
Industrial Ovens/Drying	$189	$205	($16)
Lumber yards and woodworking plants	$378	$411	($33)
Liquid or Gas Filled Vehicles in Assemblies	$189	$205	($16)
Liquefied Petroleum Gases	$95	$102	($7)
Magnesium	$95	$102	($7)
Miscellaneous Combustible Storage	$189	$205	($16)
Mobile Fueling of Hydrogen Fueled Vehicles	$189	$205	($16)
Motor vehicle Fuel Dispensing Facilities	$189	$205	($16)
Open Flame and/ or Candles in Assembly Occupancies	$95	$102	($7)
Organic Coatings	$189	$205	($16)
Places of Assembly	$189	$205	($16)
Plant Extraction Systems	$189	$205	($16)
Pyrotechnical Special Effects	$756	$822	($66)
Pyroxylin plastics	$189	$205	($16)
Refrigeration Equipment <500 lbs.	$189	$205	($16)
Refrigeration Equipment ≥500 lbs.	$378	$411	($33)
Repair Garages and Motor Fuel Dispensing Facilities	$189	$205	($16)
Spray Booths/ Dipping Operations	$189	$205	($16)
Storage of Tires	$189	$205	($16)
Tire Rebuilding Plants	$189	$205	($16)
Waste Handling	$95	$102	($7)
Wood products	$95	$102	($7)

Fee Name	Current Fee	Total Cost	Difference
Lithium Batteries	$189	$205	($16)
FIRE BUILDING PERMIT FEES - PLAN CHECK			
Buildings for all Commercial Uses - (The enclosure for all newly constructed or added space for non-residential occupancies classified as CBC Group A, B, E, F, I, M, S, or other commercial occupancies not specifically addressed elsewhere in this Fee Schedule where the interior is completed and occupiable (same fees as shell buildings)			
0-1,999 sq. ft.	$189	$205	($16)
2,000-4,999 sq. ft.	$237	$256	($19)
5,000-9,999 sq. ft.	$284	$308	($24)
10,000-24,999 sq. ft.	$378	$411	($33)
25,000-49,999 sq. ft.	$473	$513	($40)
50,000+ - base	$473	$513	($40)
50,000+ - per 100,000 sq. ft.	$9	$9	$0
Residential and Multifamily Residential Uses - (All newly constructed or added space for residential occupancies classified as CBC Group R, or other residential occupancies not specifically addressed elsewhere in this Fee Schedule)			
0-1,999 sq. ft.	$189	$205	($16)
2,000-4,999 sq. ft.	$237	$256	($19)
5,000-9,999 sq. ft.	$284	$308	($24)
10,000-24,999 sq. ft.	$378	$411	($33)
25,000-49,999 sq. ft.	$473	$513	($40)
50,000+ - base	$473	$513	($40)
50,000+ - per 100,000 sq. ft.	$9	$9	$0
Hazardous Use - (All newly constructed or added space for hazardous use occupancies classified as CBC Group H.			
0-1,999 sq. ft.	$237	$256	($19)
2,000-4,999 sq. ft.	$378	$411	($33)
5,000-9,999 sq. ft.	$520	$565	($45)
10,000-24,999 sq. ft.	$662	$719	($57)
25,000-49,999 sq. ft.	$804	$873	($69)
50,000+ - base	$804	$873	($69)
50,000+ - per 100,000 sq. ft.	$9	$9	$0
Shell Buildings for all Commercial Uses - (The enclosure for all newly constructed or added space for non-residential occupancies classified as CBC Group A, B, E, F, I, M, S, or other commercial occupancies not specifically addressed elsewhere in this Fee Schedule where the interior is not completed or occupiable)			
0-1,999 sq. ft.	$189	$205	($16)
2,000-4,999 sq. ft.	$237	$256	($19)
5,000-9,999 sq. ft.	$284	$308	($24)
10,000-24,999 sq. ft.	$378	$411	($33)
25,000-49,999 sq. ft.	$473	$513	($40)
50,000+ - base	$473	$513	($40)
50,000+ - per 100,000 sq. ft.	$9	$9	$0
Tenant Improvement - (Remodeled space for non-residential occupancies classified as CBC Group A, B, E, F, I, M, R, S, or other commercial occupancies not specifically addressed elsewhere.)			
0-1,999 sq. ft.	$189	$205	($16)
2,000-4,999 sq. ft.	$237	$256	($19)
5,000-9,999 sq. ft.	$284	$308	($24)
10,000-24,999 sq. ft.	$378	$411	($33)

Fee Name	Current Fee	Total Cost	Difference
25,000-49,999 sq. ft.	$473	$513	($40)
50,000+ - base	$473	$513	($40)
50,000+ - per 100,000 sq. ft.	$9	$9	$0
Tenant Improvement - Hazardous Use (Remodeled space for non-residential occupancies classified as CBC Group H)			
0-1,999 sq. ft.	$189	$205	($16)
2,000-4,999 sq. ft.	$284	$308	($24)
5,000-9,999 sq. ft.	$426	$462	($36)
10,000-24,999 sq. ft.	$567	$616	($49)
25,000-49,999 sq. ft.	$709	$770	($61)
50,000+ - base	$709	$770	($61)
50,000+ - per 100,000 sq. ft.	$14	$14	$0
Solar / Photovoltaic (BON / BFR / BRC)			
Residential (over 20 kw)	$189	$205	($16)
Commercial	$378	$411	($33)
Generator / Cell Sites			
Generator / Cell Sites	$189	$205	($16)
FIRE BUILDING PERMIT FEES - INSPECTION			
Buildings for all Commercial Uses - (The enclosure for all newly constructed or added space for non-residential occupancies classified as CBC Group A, B, E, F, I, M, S, or other commercial occupancies not specifically addressed elsewhere in this Fee Schedule where the interior is completed and occupiable (same fees as shell buildings)			
0-1,999 sq. ft.	$189	$205	($16)
2,000-4,999 sq. ft.	$237	$256	($19)
5,000-9,999 sq. ft.	$284	$308	($24)
10,000-24,999 sq. ft.	$378	$411	($33)
25,000-49,999 sq. ft.	$473	$513	($40)
50,000+ - base	$473	$513	($40)
50,000+ - per 100,000 sq. ft.	$9	$9	$0
Residential and Multifamily Residential Uses - (All newly constructed or added space for residential occupancies classified as CBC Group R, or other residential occupancies not specifically addressed elsewhere in this Fee Schedule)			
0-1,999 sq. ft.	$189	$205	($16)
2,000-4,999 sq. ft.	$237	$256	($19)
5,000-9,999 sq. ft.	$284	$308	($24)
10,000-24,999 sq. ft.	$378	$411	($33)
25,000-49,999 sq. ft.	$473	$513	($40)
50,000+ - base	$473	$513	($40)
50,000+ - per 100,000 sq. ft.	$9	$9	$0
Hazardous Use - (All newly constructed or added space for hazardous use occupancies classified as CBC Group H.			
0-1,999 sq. ft.	$237	$256	($19)
2,000-4,999 sq. ft.	$378	$411	($33)
5,000-9,999 sq. ft.	$520	$565	($45)
10,000-24,999 sq. ft.	$662	$719	($57)
25,000-49,999 sq. ft.	$804	$873	($69)
50,000+ - base	$804	$873	($69)
50,000+ - per 100,000 sq. ft.	$9	$9	$0

Fee Name	Current Fee	Total Cost	Difference
Shell Buildings for all Commercial Uses - (The enclosure for all newly constructed or added space for non-residential occupancies classified as CBC Group A, B, E, F, I, M, S, or other commercial occupancies not specifically addressed elsewhere in this Fee Schedule where the interior is not completed or occupiable)			
0-1,999 sq. ft.	$189	$205	($16)
2,000-4,999 sq. ft.	$237	$256	($19)
5,000-9,999 sq. ft.	$284	$308	($24)
10,000-24,999 sq. ft.	$378	$411	($33)
25,000-49,999 sq. ft.	$473	$513	($40)
50,000+ - base	$473	$513	($40)
50,000+ - per 100,000 sq. ft.	$9	$9	$0
Tenant Improvement - (Remodeled space for non-residential occupancies classified as CBC Group A, B, E, F, I, M, R, S, or other commercial occupancies not specifically addressed elsewhere.)			
0-1,999 sq. ft.	$189	$205	($16)
2,000-4,999 sq. ft.	$237	$256	($19)
5,000-9,999 sq. ft.	$284	$308	($24)
10,000-24,999 sq. ft.	$378	$411	($33)
25,000-49,999 sq. ft.	$473	$513	($40)
50,000+ - base	$473	$513	($40)
50,000+ - per 100,000 sq. ft.	$9	$9	$0
Tenant Improvement - Hazardous Use (Remodeled space for non-residential occupancies classified as CBC Group H)			
0-1,999 sq. ft.	$189	$205	($16)
2,000-4,999 sq. ft.	$284	$308	($24)
5,000-9,999 sq. ft.	$426	$462	($36)
10,000-24,999 sq. ft.	$567	$616	($49)
25,000-49,999 sq. ft.	$709	$770	($61)
50,000+ - base	$709	$770	($61)
50,000+ - per 100,000 sq. ft.	$14	$14	$0
Solar / Photovoltaic (BON / BFR / BRC)			
Residential (over 20 kw)	$189	$205	($16)
Commercial	$378	$411	($33)
Generator / Cell Sites			
Generator / Cell Sites	$284	$308	($24)
ADDITIONAL FIRE FEES FOR BFC / BFR / BON			
Consultant Fire Plan Review	Actual Cost + 15%		
Misc. / Over the Counter / Revisions	$189	$205	($16)
3rd review and subsequent submittals (per hour)	$189	$205	($16)
Expedited / Overtime Plan Review (per hour)	$284	$308	($24)
Expedited / Overtime Inspection (per hour)	$284	$308	($24)
FIRE PLANNING FEES			
Entitlement Applications			
Annexation Fee	$189	$205	($16)
Conditional Use Permit	$567	$616	($49)
Conditional Use Permit Amendment	$567	$616	($49)
Conditional Use Permit - Sexually Oriented Business	$567	$616	($49)
Design Review	$567	$616	($49)
Design Review Amendment	$567	$616	($49)
Development Agreements	$378	$411	($33)

Fee Name	Current Fee	Total Cost	Difference
EIR- Administrative Charge	$378	$411	($33)
Environmental Assessment	$378	$411	($33)
Extension of Time, CUP, Design Review	$189	$205	($16)
Final Parcel Map	$189	$205	($16)
Final Tract Map (First 50 Lots)	$189	$205	($16)
Final tract Map (51 + lots)	$378	$411	($33)
General Plan Amendment (Land Use)	$189	$205	($16)
General Plan Amendment (Policy)	$189	$205	($16)
Landscape Review	$189	$205	($16)
Lot Line Adjustment (with existing building)	$189	$205	($16)
Minor Modification of an Application	$189	$205	($16)
Pre-Application Review (PAC)	$567	$616	($49)
Site Plan Review	$567	$616	($49)
Specific Plan	$378	$411	($33)
Specific Plan Amendment	$378	$411	($33)
Temporary Use Permits - Minor	$189	$205	($16)
Temporary Use Permits - Major	$378	$411	($33)
Tentative Map Time Extension	$189	$205	($16)
Tentative Parcel Map	$567	$616	($49)
Tentative Tract Map (Less than 50 lots)	$378	$411	($33)
Tentative Tract Map (50 lots or more)	$567	$616	($49)
Tentative Tract Map Condition Monitoring	$189	$205	($16)
Variance	$189	$205	($16)
Zone Change	$189	$205	($16)
Cannabis Retailer Conditional Use Permit (CUP)	$567	$616	($49)
Cannabis Cultivation, Manufacturing and Testing Laboratory Facilities Conditional Use Permit (CUP)	$567	$616	($49)
Cannabis Microbusiness Conditional Use Permit (CUP)	$567	$616	($49)
Custom Home Review	$378	$411	($33)
Development Agreement Amendment, Deposit	$378	$411	($33)
Home Occupation Permit	$189	$205	($16)
Phasing Map	$189	$205	($16)
Plot Plan			
With hearing	$567	$616	($49)
Without hearing (notice)	$567	$616	($49)
Without hearing (no notice)	$567	$616	($49)
Amended plot plan/substantial conformance	$189	$205	($16)
Administrative (Includes second units)	$189	$205	($16)
Subdivision Sales Office (Trailer) and Model Home Complexes-Temporary	$189	$205	($16)
Tentative Parcel Map			
Residential	$567	$616	($49)
Commercial	$567	$616	($49)
Tentative Tract or Condo Map	$567	$616	($49)
Tentative Tract or Parcel Map Revised	$567	$616	($49)
Precise Grading plan review, per sheet	$284	$308	($24)
Water/Sewer plan review, per sheet	$284	$308	($24)

Fee Name	Current Fee	Total Cost	Difference
3rd review and subsequential submittals (per hour)	$189	$205	($16)

All of the fees administered in relation to Fire Prevention under-recover. The largest under-recovery is under 'Fire Fees For High Pile Storage Permits (FHP)' for 'High Pile Storage > 100,000 sq. ft. Plan Check' and 'High Pile Storage > 100,000 sq. ft. Inspection' at $132. The smallest undercharges are for the 'Per Sprinkler Head' and 'Per Device' fees at $3 each.

ANNUAL REVENUE IMPACT

Based on the prior year's (FY23/24) workload information, Fire has a deficit of roughly $17,000. The following table shows the revenue at current fee, total projected annual cost, and the resulting difference by major fee category.

TABLE 12: ANNUAL RESULTS – FIRE

Fee Category	Revenue at Current Fee	Annual Cost	Difference
Sprinkler Permits	$61,328	$76,083	($14,755)
Alarm Permits	$6,715	$7,382	($667)
Water System Permits	$6,242	$6,779	($537)
Protection Systems Permits	$3,782	$4,103	($321)
Access & Water Reviews	$1,701	$1,848	($147)
Haz Mat Permits	$473	$513	($40)
Inspections	$1,134	$1,230	($96)
Miscellaneous Fees	$1,890	$2,051	($161)
Total	**$83,265**	**$99,989**	**($16,724)**

Fire has an annual cost recovery of roughly 83%. At roughly $15,000, the largest deficit is in relation to Fire Fees for Sprinkler Permits. This is primarily caused by the 'New 13D Fire Sprinkler System plan check (base fee)- New 13D Fire Sprinkler System inspection (per sprinkler head) (each separate plan type)' which has a deficit of roughly $11,000. A per-unit deficit of about $3 processed 3,759 times leads to this large deficit.

PARKS AND RECREATION

The Parks and Recreation Department oversees all City-sponsored community, recreational, and sports activities; maintenance of parks; senior services and activities; and special events. They are also responsible for rentals of various City-owned spaces and facilities. The fees examined in this study relate to facility rentals, event staffing, vendors, and special events. The following subsections discuss fee schedule modifications, detailed per unit results, and annual revenue impacts for the fee-related services provided by Parks and Recreation.

FEE SCHEDULE MODIFICATIONS

In discussions with City staff, the following modifications were proposed to the current fee schedule:

- **Eliminated Fees:** Staff proposed eliminating 'Roosevelt Soccer Field' rental as that is no longer offered.
- **New Fees:** Staff proposed the addition of the following fees to better represent the rentals and services offered by the department:
    - 'Community Center Rental –Kitchen Only'
    - 'Art Welch Community Center' – Full Facility & Kitchen rentals
    - 'Refund Admin Fee'
    - 'Insurance Processing'
    - 'Custodial'
    - 'Vendor Fees'
    - 'Special Events' – Application fees for new and recurring
    - 'Staffing Fees – Special Events'
- **Expanded Fees:** The rental fees for the 'Playhouse Bowl Building' and the 'Roosevelt Park Building' were expanded to include separate Private and Non-Profit rates.
- **Modified Fees:** To clarify and streamline the fee schedule, the following modifications were proposed:
    - All rental fees were changed from a unit of 'Per Rental' to 'Per Day'.
    - The 'Ballfield Rental' fee was clarified to read 'Ballfield & Soccer Field Rental,' and the subcategories changed to 'Field Rental' and 'Field Lights'.
    - The 'Laura May Steward Building' rental fee was renamed 'Playhouse Bowl Building' to reflect the new name of the facility.

- The 'Staffing Fees' categories were changed from 'Monday – Thursday' to 'Monday – Friday'.

The modifications proposed ensure that the proposed fee schedule better reflects the services being provided by Parks and Recreation staff.

DETAILED RESULTS

The Parks and Recreation Division collects fees for the municipal pool, activities, rentals, parks facilities, staffing, vendors and special events. Not all of these fees were evaluated through this study; the primary scope of this analysis was rental fees. The total cost calculated for each service includes direct staff costs and Departmental, Divisional, and Citywide overhead. The following table details the fee name, current fee, total cost, and difference associated with each service offered.

TABLE 13: TOTAL COST PER UNIT RESULTS – PARKS AND RECREATION

Fee Name	Current Fee	Total Cost	Difference
Municipal Pool			
Private Rentals	$161	$791	($630)
Cabana Rentals (during open swim)	$69	$134	($65)
Community Center Rental			
Private Rates:			
Gymnasium	$140	$248	($108)
Large Meeting Room	$70	$248	($178)
Small Meeting Room	$60	$132	($72)
Kitchen & Gym	$325	$265	$60
Kitchen Only	New	$138	N/A
Non-Profit Rates:			
Gymnasium	$70	$248	($178)
Large Meeting Room	$35	$248	($213)
Small Meeting Room	$35	$132	($97)
Kitchen & Gym	$200	$265	($65)
Kitchen Only	New	$138	N/A
Senior Center Rental			
Private Rates:			
Nutrition Site	$100	$171	($71)
Multi-Purpose Room	$90	$152	($62)
Non-Profit Rates:			
Nutrition Site	$55	$171	($116)
Multi-Purpose Room	$55	$152	($97)
Art Welch Community Center			
Private Rates:			
Full Facility Rental	New	$376	N/A
Kitchen Only	New	$127	N/A
Non-Profit Rates:			
Full Facility Rental	New	$376	N/A
Kitchen Only	New	$127	N/A
Parks Facilities			
Private Rates:			

Fee Name	Current Fee	Total Cost	Difference
Park Picnic Shelter	$30	$35	($5)
Ballfield & Soccer Field Rental			
Field Rental	$30	$36	($6)
Field Lights	$17	$37	($20)
Dysart Park	$145	$429	($284)
Amphitheater & Stage	$45	$140	($95)
Private Rates:			
Playhouse Bowl Building	$90	$88	$2
Roosevelt Park Building	$90	$97	($7)
Non-Profit Rates			
Playhouse Bowl Building	$90	$88	$2
Roosevelt Park Building	$90	$97	($7)
Staffing Fees			
Monday - Friday 8:00am - 5:00pm	$20	$99	($79)
Monday - Friday After 5pm, Sat, Sun and City Holidays	$27	$111	($84)
Misc. Fees			
Refund Admin Fee	New	$15	N/A
Insurance Processing	New	$15	N/A
Custodial	New	$170	N/A
Vendor Fees (City Events)			
Outdoor Crafts Fairs and Marketplaces:			
Daily	$5	$43	($38)
Yearly	$26	$217	($191)
Food Vendors			
Permitted through Riverside County	New	$130	N/A
Non-Permitted through Riverside County	New	$215	N/A
Petting Zoo	New	$195	N/A
Carnival	New	$195	N/A
Special Events			
Application Permit:			
New	New	$130	N/A
Recurring	New	$65	N/A
Staffing Fees - Special Events			
Police Officer	New	$180	N/A
Engineering (Street Closure)	New	$212	N/A
Fire Standby	New	Fire Fee	N/A
Fire Marshall Review	New	Fire Fee	N/A
Parks Staff	New	$156	N/A
Recreation Staff	New	$134	N/A
Water	New	$202	N/A
Electric	New	$225	N/A

The fees administered by Parks and Recreation are generally under-recovering. The fee with the largest under-recovery is the 'Private Rental' for pools at around $630 per hour, as that is exclusive private use of the facility. The smallest undercharge is in relation to rentals of the 'Park Picnic Shelter' at $5.

ANNUAL REVENUE IMPACT

Based on the prior year's (FY23/24) workload information, Parks and Recreation has a deficit of roughly $26,000. The following table shows the revenue at current fee, total projected annual cost, and the resulting difference by major fee category.

TABLE 14: ANNUAL RESULTS – PARKS AND RECREATION

Fee Category	Revenue at Current Fee	Annual Cost	Difference
Community Center Rental	$4,820	$7,710	($2,890)
Senior Center Rental	$235	$476	($241)
Parks Facilities	$5,666	$7,648	($1,982)
Staffing Fees	$6,009	$27,282	($21,274)
Total	**$16,730**	**$43,116**	**($26,386)**

Parks and Recreation has an annual cost recovery of roughly 39%. At approximately $21,000, the largest source of this deficit is in relation to Staffing Fees. The City should review these line items and were appropriate make updates to allow for greater cost recovery.

PLANNING

The Planning Division is responsible for monitoring compliance with zoning policies and implementing the City's general plan to ensure a high quality of life for residents. The fees examined within this study relate to appeals, conditional use permits, design review, environmental review, maps, amendments, signs, zoning, and cannabis business regulation, among others. The following subsections discuss fee schedule modifications detailed per unit results, and annual revenue impacts for the fee-related services provided by Planning.

FEE SCHEDULE MODIFICATIONS

In discussions with City staff, the following modifications were proposed to the current fee schedule:

- **Eliminated Fees:** To better reflect the services currently offered by the City, staff proposed removing the following fees, as they are covered under other permit or no longer relevant as stand-alone fees:
    - 'Adult Ent Zoning Permit'
    - 'Cannabis Cultivation Permit - Personal'
    - 'Clarification of Ambiguity/Omission'
    - 'Environmental – EIR City Admin Charge'
    - 'Environmental – Environmental Assessment – ND or MND'
    - 'General Plan Amendment – Policy'
    - 'Lot Line Adjustment' (duplicate)
    - 'Request for Public Hearing'
    - 'Review for ADU New Construction'
- '**New Fees:** Staff proposed the addition of the following fees, which represent either services already offered but not codified on the fee schedule or new services the City is looking to provide:
    - 'Development Agreement Amendment'
    - 'Development Agreement Annual Review'
    - 'Environmental – Environmental Document Review"
    - 'Environmental – CEQA Determination'
    - 'Minor Exception – See BMC Section 17.80'
    - 'Noticing Fee for Public Hearing'

- 'Planning Hourly Support'
- 'SB9 Urban Lot Split - Two Unit Development'
- 'Technical Staff Review'
- 'Cannabis Regulatory Permit Renewal'

- **Expanded Fees:** Due to large variability in how the fees are administered, staff proposed expanding the following fee categories:
  - The 'Conditional Use Permit', 'Design Review', 'General Plan Amendment – Land Use', and 'Temporary Use Permit' fees were expanded to include two subcategories: 'Major' and 'Minor.'
  - Under 'Sign Permit', 'Sign Program' was added.
- **Modified Fees:** The following points highlight various miscellaneous modifications proposed by staff:
  - The 'Tentative Tract Map' fee was changed from 'Less than 50 lots' and '50 lots or more' to 'Less than 50 lots' plus an additional deposit amount per lot over 50 lots.
  - 'Pre App Review' was renamed to 'Pre-Application Conference Review'
  - The 'Tentative Tract Map – Condition Monitoring' fee was clarified to read 'Tentative Tract Map – Condition/MMRP Monitoring.'

The modifications proposed ensure that the proposed fee schedule better reflects the services being provided by Planning staff.

DETAILED RESULTS

The Planning Division collects fees for zoning, use permits, design review, and environmental review, among other services. The total cost calculated for each service includes direct staff costs and Departmental, Divisional, and Citywide overhead. The following table details the fee name, current fee, total cost, and difference associated with each service offered.

TABLE 15: TOTAL COST PER UNIT RESULTS – PLANNING

Fee Name	Current Fee	Total Cost	Difference
Annexation Fee	$9,438	$10,000	($562)
Appeal of PC Decision	$1,895	$5,673	($3,778)
Appeal of Planning Dept. Decision	$3,624	$5,673	($2,049)
Certificate of Completion/Lot Line Adj	$2,036	$1,028	$1,008
Conditional Use Permit:			
Conditional Use Permit			
Minor	$4,888	$3,143	$1,745
Major	$4,888	$5,108	($220)
Conditional Use Permit Amendment	$4,531	$3,143	$1,388
CUP - Sexually Oriented Business	$2,396	$7,598	($5,202)
Design Review:			

Fee Name	Current Fee	Total Cost	Difference
Design Review			
Minor	$6,093	$6,581	($488)
Major	$6,093	$11,528	($5,435)
Design Review Amendment	$4,635	$3,350	$1,285
Development Agreements:			
Development Agreement	$27,753	$27,753	$0
Development Agreement Amendment	New	$13,899	N/A
Development Agreement Annual Review	New	$4,231	N/A
Environmental:			
Environmental Document Review	Actual Cost + 15%		
Environmental - Mitigation Monitoring	$5,335	Actual Cost + 15%	N/A
Environmental Filing Fee/ Environmental Fish and Game Fee	Actual Cost + 15%		
CEQA Determination	New	$509	N/A
Extension of Time: CUP or Design Review	$743	$1,635	($892)
General Plan Amendment:			
Land Use			
Minor	$8,296	$4,908	$3,388
Major	$8,296	$9,623	($1,327)
Lot Merger	$697	$696	$1
Minor Exception - See BMC Section 17.80	New	$1,668	N/A
Minor modification of an Application	$1,047	$1,045	$2
Mural permit	$673	$619	$54
Noticing Fee for Public Hearing	New	$1,006	N/A
Planning Hourly Support	New	$196	N/A
Planning letters	$174	$782	($608)
Pre-Application Conference Review	No Charge	$1,218	N/A
SB9 Urban Lot Split - Two Unit Development	New	$2,367	N/A
Sign Permit:			
Freestanding Sign	$517	$2,463	($1,946)
Panel Change Only	$112	$500	($388)
Sign Program	New	$2,004	N/A
Sign Review	$288	$816	($528)
Temp Signs	$288	$389	($101)
Site Plan Review	$890	$2,511	($1,621)
Specific Plan:			
Specific Plan	$17,215	$16,133	$1,082
Specific Plan Amend	$12,490	$11,656	$834
Temporary Use Permit:			
Major	$1,103	$2,454	($1,351)
Minor	$1,103	$1,275	($172)
Technical Staff Review[7]	New	$3,143	N/A
Unit Phasing Map	$437	$488	($51)
Variance	$4,423	$6,111	($1,688)

[7] BMC Section 17.104

Fee Name	Current Fee	Total Cost	Difference
Zone Change	$7,166	$11,331	($4,165)
Zone Text Amend.	$7,200	$12,600	($5,400)
Final Parcel Map	$992	$1,921	($929)
Final Tract Map:			
First 50 lots	$1,569	$1,701	($132)
51+ lots	$1,953	$1,701	$252
Landscape Review			
Minor	$969	$982	($13)
Major	$1,065	$2,947	($1,882)
Tentative Map Time Extension	$3,634	$5,108	($1,474)
Tentative Parcel Map	$8,550	$11,530	($2,980)
Tentative Tract Map:			
Less than 50 lots	$9,588	$15,824	($6,236)
50 lots or more	$10,652	$15,824	($5,172)
Condition/MMRP Monitoring	$5,335	$3,297	$2,038
CANNABIS BUSINESS FEES			
Cannabis Retailer Regulatory Permit	$5,180	$8,173	($2,993)
Cannabis Cultivation, Manufacturing, and Testing Laboratory Facilities Regulatory Permit	$4,870	$9,156	($4,286)
Cannabis Microbusiness Regulatory Permit	$5,180	$11,121	($5,941)
Cannabis Retailer Conditional Use Permit	$10,000	$10,000	$0
Cannabis Cultivation, Manufacturing, and Testing Laboratory Facilities Conditional Use Permit	$10,000	$10,000	$0
Cannabis Microbusiness Conditional Use Permit	$10,000	$10,502	($502)
Cannabis Regulatory Permit Renewal	New	$3,429	N/A

The fees administered by the Planning Division show a mix of under- and over-recoveries; most fees under-recover. The fee with the largest under-recovery is the 'Tentative Tract Map – Less than 50 lots' at around $6,236. The smallest undercharge is in relation to the 'Landscape Review – Minor' at $13. The largest overcharges are in relation to the 'General Plan Amendment – Land Use – Minor' at $3,388. This over-recovery highlights the importance of expanding the current fee categories to more accurately recover costs. The smallest over-recovery is for a 'Lot Merger' ($1).

ANNUAL REVENUE IMPACT

Based on the prior year's (FY23/24) workload information, Planning has a deficit of roughly $113,000. The following table shows the revenue at current fee, total projected annual cost, and the resulting difference by major fee category.

TABLE 16: ANNUAL RESULTS – PLANNING

Fee Category	Revenue at Current Fee	Annual Cost	Difference
Conditional Use Permit	$34,216	$27,896	$6,320
Design Review	$42,651	$65,855	($23,204)
Environmental	$90,385	$90,385	$0
Extension of Time: CUP or Design Review	$5,944	$13,080	($7,136)
Planning letters	$870	$3,910	($3,040)

Fee Category	Revenue at Current Fee	Annual Cost	Difference
Sign Permit	$3,104	$8,733	($5,629)
Site Plan Review	$24,920	$70,308	($45,388)
Specific Plan	$12,490	$11,656	$834
Temporary Use Permit	$8,824	$14,916	($6,092)
Landscape Review	$15,975	$44,205	($28,230)
Tentative Map	$3,634	$5,108	($1,474)
Total	**$243,013**	**$356,052**	**($113,039)**

Planning has an annual cost recovery of roughly 68%. At about $45,000, the largest deficit is in relation to the 'Site Plan Review Fee'. A per-unit deficit of about $1,600 processed 28 times leads to this significant deficit. Another notable deficit comes from the Landscape Review Fees. There is a $28,000 deficit from the 'Landscape Review – Major' fee. A per-unit deficit of about $1,900 processed 15 times also leads to a large deficit. The City should review these line items and make adjustments where appropriate to allow for greater cost recovery.

POLICE

The Police Department is responsible enforcing the City's laws and protecting the safety of its residents and visitors. The fees examined within this study relate to providing reports, staffing special events, releasing vehicles, responding to false alarms, and other miscellaneous services offered by the Department. The following subsections discuss fee schedule modifications and detailed per unit results for the fee-related services provided by the Police Department.

FEE SCHEDULE MODIFICATIONS

In discussions with City staff, the following modifications were proposed to the current fee schedule:

- **Eliminated Fees:** Staff proposed eliminating the following fees, as these services are no longer offered by the City or are infrequently requested or enforced:
    - 'DUI – Investigation and Fine'
    - 'Enforcement Charge – Recovery'
    - 'K-9 Unit Service Charge'
    - 'Public Dance Fee'
    - 'Traffic Control Fee'
    - 'Bicycle Licenses '
    - 'Vacant & Distressed Building Fee'
- **Modified Fees:** The following points highlight various miscellaneous modifications proposed by staff:
    - The unit for 'Photo Sales Charges' was changed from 'Per Print' to 'Per CD / DVD / Flash Drive.'
    - The 'Tape Duplication Fee' was renamed 'Electronic Media Duplication Fee', and the unit was changed to 'Per CD / DVD / Flash Drive'.

The modifications proposed ensure that the proposed fee schedule better reflects the services being provided by Police staff.

DETAILED RESULTS

The Police Department collects fees for reports, vehicle storage releases, livescan fingerprint fees and civil court case charges. The total cost calculated for each service includes direct staff costs and

Departmental, Divisional, and Citywide overhead. The following table details the fee name, current fee, total cost, and difference associated with each service offered.

TABLE 17: TOTAL COST PER UNIT RESULTS – POLICE

Fee Name	Current Fee	Total Cost	Difference
All Reports:[8]			
Black & White	$0.25	$0.25	$0
Color	$0.35	$0.35	$0
Photo Sales Charges	$10	$36	($26)
Electronic Media Duplication Fee	$15	$44	($29)
Report Request Form:[9]			
Black & White	$0.25	$0.25	$0.00
Color	$0.35	$0.35	$0.00
Photo Sales Charges	$10	$36	($26)
Electronic Media Duplication Fee	$15	$44	($29)
Special Events Charge (4 hr. minimum):			
Per Officer	$98	$180	($83)
Per Corporal	$105	$208	($103)
Per Sergeant	$120	$230	($110)
Per Lieutenant	$105	$268	($163)
Per Captain	$125	$269	($144)
Vehicle Storage Release:			
Vehicle Storage Release	$115	$126	($11)
30 Day	$115	$126	($11)
Clearance Letter Fee	$25	$48	($23)
Livescan Fingerprint Fee	$15	$48	($33)
Civil Court Case Charge		Actual Cost	
Repo Receipt Fee	$15	$24	($9)

The fees administered by the Police Department generally under-recover the associated costs. The fee with the largest under-recovery is the 'Special Events Charge (4 hr. minimum) – Per Captain' at around $144. The smallest undercharge is in relation to the 'Repo Receipt Fee' at $9.

ANNUAL REVENUE IMPACT

The Police Department does not keep records of Fingerprints, Vehicle Storage Releases, Repossessions, and False Alarm Responses in sufficient detail to allow for the calculation of revenue by type; therefore, annual revenue impacts were not calculated.

[8] GOV § 6253(b)
[9] GOV § 6253(b)

UTILITY BILLING

The City has various miscellaneous fees charged by its water and electric utilities, within the Public Works Department, that were examined in this study. These fees include account setup, disconnections and reconnections of service, and various related tests. The following subsections discuss fee schedule modifications and detailed per unit results for the Utility Billing fee-related services.

FEE SCHEDULE MODIFICATIONS

In discussions with City staff, the following modifications were proposed to the current fee schedule:

- **Eliminated Fees:** Staff proposed eliminating the following fees as these services are covered under Electric and Water Fees:
  - 'Trespass/Diversion/Theft of Service'
  - 'Meter Test/2nd request within one year'
- **New Fees:** Staff proposed the addition of the following fees as they highlight either services already offered but not codified on the fee schedule, or new services the City is looking to provide:
  - 'Radio Wire Repair Fee'
  - 'Broken Meter Box Replacement'
- **Condensed Fees:** To streamline the fee schedule, staff proposed condensing the following fees:
  - Under 'Electric / Water Deposit',' 'All Other Classes of Service' and 'Reconnection After Processing for Non-Payment' were removed to consolidate this section.

The modifications proposed ensure that the proposed fee schedule better reflects the services being provided by Utility Billing staff.

DETAILED RESULTS

The Utility Billing Division collects fees electric and water deposits, broken lock fees, and electric and water account setups. The total cost calculated for each service includes direct staff costs and Departmental, Divisional, and Citywide overhead. The following table details the fee name, current fee, total cost, and difference associated with each service offered.

TABLE 18: TOTAL COST PER UNIT RESULTS – UTILITY BILLING

Fee Name	Current Fee	Total Cost	Difference
Electric / Water Deposit:			
Electric / Water Deposit - Residential - Initial - Credit Check			
Green Rating	$0	$26	($26)
Yellow Rating	$100	$105	($5)
Red Rating	$150	$158	($8)

Fee Name	Current Fee	Total Cost	Difference
No Credit Check	$0	$26	($26)
Letter of Credit	$150	$158	($8)
Cut/Broken Lock Fee	$15	$72	($57)
Radio Wire Repair Fee	New	$414	N/A
Broken Meter Box Replacement	New	$1,148	N/A
Electric / Water Account Set:			
Next business day	$30	$415	($385)
Same Day (8:00 a.m. to 12:00 p.m.; 1:00-3:00pm)	$45	$415	($370)
After Hours (3:00 - 8:00 a.m. next business day & holidays and weekends)	$219	$384	($165)
Miscellaneous Fees			
Delinquent Notice Fee	$18.00	$200	($182)
Door Hanger Fee	$13.50	$296	($283)

The fees administered by the Utility Billing Division generally under-recover the associated costs. The largest under-recovery is for 'Electric / Water Account Set – Next Business Day' at $385. The smallest undercharge is for the 'Electric / Water Deposit: Electric / Water Deposit - Residential - Initial - Credit Check - Yellow Rating' at $5.

ANNUAL REVENUE IMPACT

No line-item-level information is currently tracked for these services; therefore, annual revenue impacts were not calculated.

WATER & WASTEWATER

The Water Division, within the Public Works Department, is responsible for managing the City's water infrastructure to ensure the provision of a safe and reliable water supply to community members. The fees examined within this study relate to new water service connections, meter installation and inspection, fire flow testing, as well as wastewater services. The following subsections discuss fee schedule modifications and detailed per unit results for the fee-related services provided by the Water and Wastewater Divisions.

FEE SCHEDULE MODIFICATIONS

In discussions with City staff, the following modifications were proposed to the current fee schedule:

- **New Fees:** Staff proposed the addition of the 'Installation of Angle Valve Fee' to better capture a service not currently provided; as well as a Wastewater fee section to capture the services that are provided by Wastewater but currently not codified on the master fee schedule.
- **Expanded Fees**: Due to variability in how the fees are administered, staff proposed expanding 'Construction water meter deposit (hydrant meter)' into the size of the meters.

The modifications proposed ensure that the proposed fee schedule better reflects the services being provided by Water staff.

DETAILED RESULTS

The Water Division collects fees for water meter reinstallations, water meter tests, water backflow/cross connection, and construction water meter deposits. The total cost calculated for each service includes direct staff costs and Departmental, Divisional, and Citywide overhead. The following table details the fee name, current fee, total cost, and difference associated with each service offered.

TABLE 19: TOTAL COST PER UNIT RESULTS – WATER & WASTEWATER

Fee Name	Current Fee	Total Cost	Difference
Water Meter Reinstallation Fee:			
3/4" Meter	$142	$405	($263)
1" Meter	$142	$405	($263)
1 1/2 " Meter	$142	$835	($693)
2" Meter	$142	$835	($693)
Anything larger than 2"	$142	$1,389	($1,247)
Water Meter Installation Fee of (Brand New Service):			
3/4" Meter	$285	$563	($278)
1" Meter	$414	$588	($174)
1 1/2 " Meter	$608	$1,176	($568)
2" Meter	$875	$1,227	($352)
Anything larger than 2"	T & M	Actual Cost	N/A

Fee Name	Current Fee	Total Cost	Difference
Water Meter Test Fee:			
First Test			
3/4" Meter	$0	$833	($833)
1" Meter	$0	$853	($853)
1 1/2 " Meter	$0	$1,291	($1,291)
2" Meter	$0	$1,292	($1,292)
Anything larger than 2"	$0	Actual Cost	N/A
Each Additional Test			
3/4" Meter	$100	$833	($733)
1" Meter	$100	$853	($753)
1 1/2 " Meter	$100	$1,291	($1,191)
2" Meter	$100	$1,292	($1,192)
Anything larger than 2"	$100	Actual Cost	N/A
Water Backflow/Cross Connection Testing:			
1" Meter	$82	$296	($214)
1 1/2 " Meter	$82	$296	($214)
2" Meter	$82	$296	($214)
Anything larger than 2"	$82	$398	($316)
Fire Protection Meter	$82	$500	($418)
Backflow Device Installation - Time & Materials	T & M	Actual Cost	N/A
Fire Flow Test:			
4" - 8"	$95	$1,190	($1,095)
10" and above	$95	$1,608	($1,513)
Installation of Gate Valve Fee:			
Installation of Gate Valve Fee	$87	$214	($127)
Installation of Gate Valve Fee - Materials	Actual Cost	Actual Cost	N/A
Installation of Angle Valve Fee:			
Installation of Angle Valve Fee - 3/4"	New	$861	N/A
Installation of Angle Valve Fee - 1"	New	$918	N/A
Water Service Lateral Installation:			
3/4" Meter	$4,025	$12,238	($8,213)
1" Meter	$4,140	$12,238	($8,098)
1 1/2" Meter	$4,685	$22,519	($17,834)
2" Meter	$4,855	$22,520	($17,665)
>2" Meter	T & M	Actual Cost	N/A
Construction water meter deposit (hydrant meter):			
3" Water Meter Deposit (Per Meter)	$800	$2,700	($1,900)
4" Water Meter Deposit (Per Meter)	$800	$4,048	($3,248)
6" Water Meter Deposit (Per Meter)	$800	$5,400	($4,600)
Sewer Connection Investigation - Dye Check	$95	$478	($383)
Trespass/Diversion/Theft of Service:			
1st offense	$300	$876	($576)
2nd offense	$600	$876	($276)
Water Plan Review			
Building Plan Review			
Single-Family Residential	New	$198	N/A
Commercial	New	$596	N/A

Fee Name	Current Fee	Total Cost	Difference
Planning Entitlement Reviews	New	$298	N/A
Engineering Application Support	New	$198	N/A
Wastewater Fees			
FOG (Fats, Oils, and Grease)			
Inspection	New	$121	N/A
Re-Inspection	New	$121	N/A
Industrial Waste Inspection (incl. Permit)	New	$500	N/A
Industrial Waste Re-Inspection	New	$297	N/A
Installation of Long-Side Sewer Lateral	New	T&M	N/A
Installation of Short-Side Sewer Lateral	New	T&M	N/A
CCTV Investigation (non-dye testing purposes)	New	T&M	N/A
Sewer Main Line Cleaning (non-routine cleaning)	New	T&M	N/A

The fees administered by the Water Division generally under-recover the associated costs. The largest under-recovery is for 'Water Service Lateral Installation - 1 1/2" Meter' at $17,834. The smallest undercharge is for the 'Installation of Gate Valve Fee' at $127.

ANNUAL REVENUE IMPACT

No detailed line-item information is currently tracked for these services; therefore, annual revenue impacts were not calculated.

DEVELOPMENT SERVICES SURCHARGES

There are two typical surcharges assessed as part of the development review process – General Plan Maintenance Fee and Technology fee. Currently, the City of Banning assesses both through a Plan Storage, Asset Management, & GIS Maintenance Fee and a Technology Surcharge. The following subsections discuss the calculation of these fees.

GENERAL PLAN MAINTENANCE FEE

A General Plan Maintenance fee is meant to account for updates to the general plan, zoning ordinance, housing elements, and other long-range planning activities that are part of the larger General Plan.

The General Plan Maintenance fee is governed by Government Code Section 66014(b) which states that fees "may include the costs reasonably necessary to prepare and revise the plans and policies that a local agency is required to adopt before it can make any necessary findings and recommendations." This code states that fees can be charged against zoning changes, zoning variances, use permits, building inspections, and filing applications.

More typically, the fee is charged during the building permit phase to ensure any development project, which gets to that phase, makes enough of an impact to require the need for an update to the Zoning Code or the General Plan. This fee should only be applied to major building permits (i.e., new or remodel / tenant improvements) rather than standalone permits, such as, water heaters or electrical outlets.

The project team estimated the cost associated with conducing a general plan update and annualized it over the life of the general plan. The annual cost to estimate to the City for updating their general plan is roughly $125,000.

The City currently assesses their fee as a flat rate. The project team recommends that the fee be assessed as a percentage of the building permit revenue to allow for the strongest nexus. Due to this, the project team took the annual cost and divided it by the building permit revenue for new construction and tenant improvements. The following table shows this calculation:

TABLE 20: GENERAL PLAN MAINTENANCE FEE CALCULATION

Category	Valuation
Total Annual Cost	$125,000
New Construction Building Permit Revenue	$1,816,060
General Plan Maintenance Fee	**6.88%**

The calculated General Plan Maintenance Fee is 6.88% of the Building Permit fee. Below is a comparison of the calculated fee to the City's current fee.

TABLE 21: GENERAL PLAN MAINTENANCE FEE – CURRENT FEE AND TOTAL COST

Fee	Current Fee	Total Cost
General Plan Update	$75.00 per permit	6.88%

Due to the change in how the fee is administered it is difficult to compare the current fee to the full cost calculated.

As part of this analysis, the project team conducted a comparative survey of other local jurisdictions and their assessment of a General Plan Maintenance Fee. Like other comparative efforts, the survey below simply shows the fees charged by the jurisdiction and does not include the basis upon which the other jurisdictions calculated or developed their fee. The following table shows the results of this comparative analysis:

TABLE 22: GENERAL PLAN MAINTENANCE FEE – COMPARATIVE SURVEY

Jurisdiction	Fee Amount
Beaumont	N/A
Colton	1.25% of Permit Fee
Desert Hot Springs	5% of Permit Fee
Palm Desert	N/A
Palm Springs	0.07% of Valuation
Redlands	$0.10/s.f.
Riverside	10% of Permit Fee
Yucaipa	N/A

The proposed methodology of 6.88% of permit fees would put the fee in alignment with Desert Hot Springs and below Riverside.

TECHNOLOGY SURCHARGE FEE

A Technology Fee allows a jurisdiction to support the costs associated with its permitting system, staff time for managing the systems, acquiring the system, mobile devices used for permitting, etc. The project team used the estimated replacement costs for the software system divided by the lifecycle of the system to calculate the annual permit-related technology costs. The estimated annual costs are approximately $200,000. The City currently assesses technology fees based on a percentage of the permit fee. To calculate the fee in that manner, the project team took the annual software cost and divided it by the anticipated permit-based revenue for all divisions that would utilize the system. The following table shows this calculation:

TABLE 23: TECHNOLOGY SURCHARGE CALCULATION

Category	Valuation
Total Annual Cost	$200,000
Total Permit Fee Cost	$3,329,218
Technology Fee	**6%**

The calculated technology fee would be 6% of the permit or project fee. Therefore, if a permit was $100, the fee would be $6.00, and if it was a $1,000, the permit fee would be $60. This allows the fee to scale depending on the project and is applicable to more than just Building or Fire Prevention. Below is a comparison of the calculated fee to the City's current fee, and the associated difference.

TABLE 24: TECHNOLOGY SURCHARGE – CURRENT FEE AND TOTAL COST

Fee	Current Fee	Total Cost	Difference
Technology Surcharge	2.50%	6%	(3.50%)

Based on the City's current fee, the City under-recovers by 3.50% for its technology fee.

As part of this analysis, the project team conducted a comparative survey of other local jurisdictions and their assessment of a Technology Fee. Like other comparative efforts, the survey below simply shows the fees charged by the jurisdiction and does not include the basis upon which the other jurisdictions calculated or developed their fee. The following table shows the results of this comparative analysis:

TABLE 25: TECHNOLOGY SURCHARGE – COMPARATIVE SURVEY

Jurisdiction	Fee Amount
Beaumont	3.29% of Permit Fee
Colton	N/A
Desert Hot Springs	5% of Permit Fee
Palm Desert	N/A
Palm Springs	0.109% of Valuation
Redlands	N/A
Riverside	4% of Permit Fee
Yucaipa	N/A

The surveyed jurisdictions charge fees similar to the way Banning currently charges its fee. The full cost fee of 6% of permit fees would put the fee higher than those in Desert Hot Springs and Riverside.

SURCHARGE FUND BEST PRACTICES

It is a best practice to collect and account for General Plan Maintenance and Technology surcharges in separate accounts, as doing so ensures compliance with funding requirements, enables appropriate allocation of funds to general plan or technology-related activities, and mitigates any potential issues with the comingling of funds. The City should consider tracking their General Plan Maintenance and Technology revenue and expenditures in a separate fund from the General Fund or a separate subaccount within the General Fund.

COST RECOVERY CONSIDERATIONS

The following sections provide guidance regarding how and where to increase fees, determine annual update factors, and develop cost recovery policies and procedures.

FEE ADJUSTMENTS

This study has documented and outlined on a fee-by-fee basis where the City is under- and over-collecting for its fee-related services. City and Department management will now need to review the study results and adjust fees per Departmental and City philosophies and policies. The following dot points outline the major options the City has in adjusting its fees:

- **Over-Collection:** Upon review of the fees that were shown to be over-collecting for costs of services provided, the City should reduce the current fee to be in line with the full cost of providing the service.
- **Full Cost Recovery:** For fees that show an under-collection for costs of services provided, the City may decide to increase the fee to full cost recovery immediately.
- **Phased Increase:** For fees with significantly low-cost recovery levels, or which would have a significant impact on the community, the City could choose to increase fees gradually over a set period.

The City will need to review the results of the fee study and associated cost recovery levels and determine how best to adjust fees. While decisions regarding fees that currently show an over-recovery are straightforward, the following subsections provide further detail on why and how the City should consider either implementing Full Cost Recovery or a Phased Increase approach to adjusting its fees.

FULL COST RECOVERY

Based on the permit or review type, the City may wish to increase the fee to cover the full cost of providing services. Certain permits may be close to cost recovery already, and an increase to full cost may not be significant. Other permits may have a more significant increase associated with full cost recovery.

Increasing fees associated with permits and services that are already close to full cost recovery can potentially bring a Department's overall cost recovery level higher. Often, these minimal increases can provide necessary revenue to counterbalance fees that cannot be increased.

The City should consider increasing fees for permits for which services are rarely engaged to full cost recovery. These services often require specific expertise and can involve more complex research and review due to their infrequent nature. As such, setting these fees at full cost recovery will ensure that when the permit or review is requested, the City is recovering the full cost of its services.

PHASED INCREASES

Depending on current cost recovery levels, some current fees may need to be increased significantly to comply with established or proposed cost recovery policies. Due to the type of permit or review or the amount by which a fee needs to be increased, it may be best for the City to use a phased approach to reaching its cost recovery goals.

As an example, you may have a current fee of $200 with a full cost of $1,000, representing 20% cost recovery. If the current policy is 80% cost recovery, the current fee would need to increase by $600, bringing the fee to $800, to comply with proposed recovery levels. Assuming this service is something the City provides quite often and affects various members of the community, an instant increase of $600 may not be feasible. Therefore, the City could take a phased approach, whereby it increases the fee annually over a set period until cost recovery is achieved.

Raising fees over a set period not only allows the City to monitor and control the impact to applicants but also ensure that applicants have time to adjust to significant increases. Continuing with the example above, the City could increase the fee by $150 per year for the next four years, spreading out the increase. Depending on the desired overall increase and the impact to applicants, the City could choose to vary the number of years by which it chooses to increase fees. However, the project team recommends that the City not phase increases for periods greater than five years, as that is the maximum window after which a comprehensive fee assessment should be completed.

ANNUAL ADJUSTMENTS

Conducting a comprehensive analysis of fee-related services and costs annually would be quite cumbersome and costly. The general recommendation is that a comprehensive fee analysis should be conducted every three to five years. This allows jurisdictions to ensure they account for organizational changes, such as staffing levels and merit increases, and process efficiencies, code or rule changes, or technology improvements. Developing annual update mechanisms allow jurisdictions to maintain current levels of cost recovery, while accounting for increases in staffing or expenditures related to permit services. The two most common types of update mechanisms are Consumer Price Index (CPI) and Cost of Living Adjustment (COLA) factors. The following points provide further detail on each of these mechanisms:

- **COLA / Personnel Cost Factor:** Jurisdictions often provide their staff with annual salary adjustments to account for increases in local cost of living. These increases are not tied to merit or seniority but rather meant to offset rising costs associated with housing, gas, and other livability factors. Sometimes these factors vary depending on the bargaining group of a specific employee. Generally, these factors are around two or three percent annually.
- **CPI / ECI Factor:** A common method of increasing fees or cost is to look at regional cost indicators, such as the Consumer Price Index or Employment Cost Index. These factors are calculated by the Bureau of Labor Statistics, are put out at various intervals within a year, and are specific to states and regions.

The City of Banning should review its current options internally (COLA) as well as externally (CPI / ECI) to determine which option better reflects the goals of the Departments and the City. If choosing a CPI / ECI factor, the City should outline which CPI / ECI should be used, including specific region and adoption date. If choosing an internal factor, the City should be sure to specify which factor if multiple exist.

POLICIES AND PROCEDURES

This study has identified areas where the City is under-collecting the costs associated with providing services. This known funding gap is therefore being subsidized by other City revenue sources.

Development of cost recovery policies and procedures will ensure that current and future decision makers understand how and why fees were determined and set, as well as provide a road map for ensuring consistency when moving forward. The following subsections outline typical cost recovery levels and discuss the benefits of developing target cost recovery goals and procedures for achieving and increasing cost recovery.

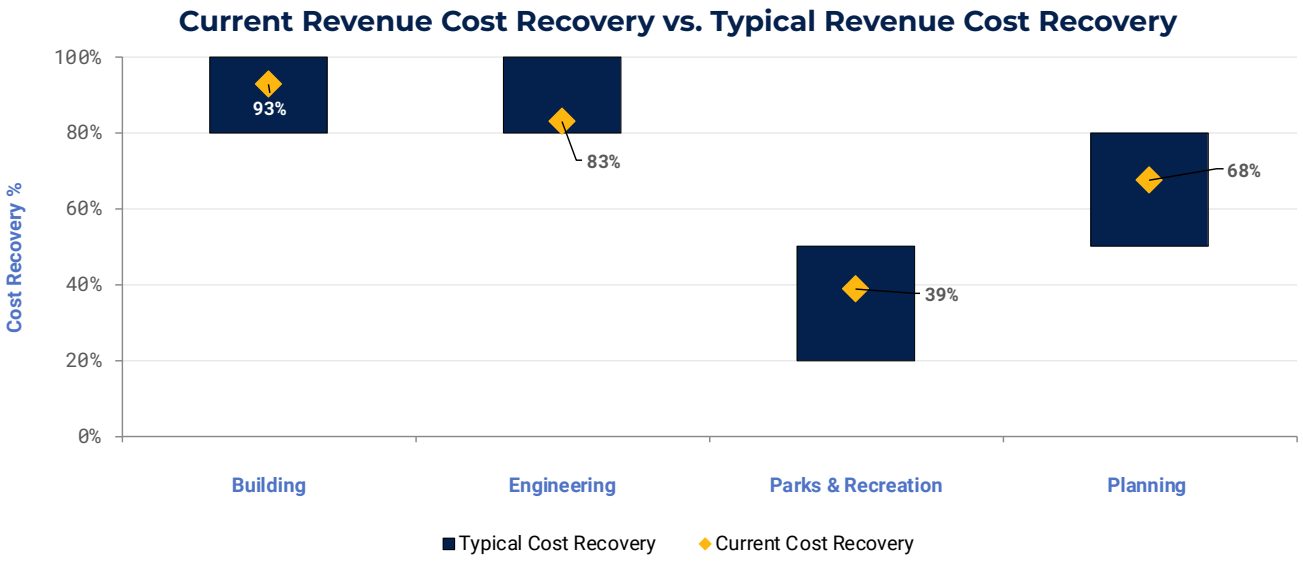
TYPICAL COST RECOVERY

The Matrix Consulting Group has extensive experience in analyzing local government operations across the United States and has calculated typical cost recovery ranges. The following table outlines cost recovery ranges by major service area.

TABLE 26: TYPICAL COST RECOVERY RANGES BY MAJOR SERVICE AREA

Service Areas	Typical Cost Recovery Ranges
Building	80-100%
Engineering	80-100%
Parks and Recreation	20-50%
Planning	50-80%

Information presented in the table above is based on the Matrix Consulting Group's experience in analyzing local governments' operations across the United States and within California and reflects typical cost recovery ranges observed by local adopting authorities. The following graph depicts how Banning compares to industry cost recovery range standards.



All of the divisions are all within the typical cost recovery range.

DEVELOPMENT OF COST RECOVERY POLICIES AND PROCEDURES

The City should review the current cost recovery levels and adopt a formal policy regarding cost recovery. This policy can be general in nature and can apply broadly to the City as a whole or to each department and division specifically. A department-specific cost recovery policy would allow the City to better control the cost recovery associated with different types of services being provided and the community benefit received.

APPENDIX – COMPARATIVE SURVEY

As part of the Cost of Services (User Fee) study for the City of Banning, Matrix Consulting Group conducted a comparative survey of user fees. The City identified eight municipalities to be included in the comparative survey: Beaumont, Colton, Desert Hot Springs, Palm Desert, Palm Springs, Redlands, Riverside, and Yucaipa. The project team then reviewed public documents (i.e., agenda items, staff reports, budgets, fee schedules, and ordinances) and or contacted jurisdictions to get comparative information.

While this full report provides the City with a reasonable estimate and understanding of the true costs of providing services, many jurisdictions also wish to benchmark themselves against other comparable jurisdictions to understand the local "rates" for comparable services. This type of comparative analysis allows for the City to assess what types of changes in fee levels their community can bear. However, benchmarking does not provide adequate information regarding the relationship of other jurisdiction's costs to their fees (i.e., policy decisions to subsidize, cost recovery goals, etc.). To contextualize this portion of the analysis, the project team provided economic and recency factors for the comparable jurisdictions.

The following sections detail various factors to consider when reviewing comparative survey results, as well as graphical comparisons of current fees and total calculated costs for various permits issued or services provided by the City.

ECONOMIC FACTORS

To provide additional context to the comparative survey information, the project team collected economic factors for the jurisdictions included. Three important economic factors to consider when comparing fees across multiple jurisdictions are: population, budget, and workforce size. These factors can impact how and when fees are administered, as a jurisdiction with a smaller population may choose to not charge a fee, or a smaller workforce size may inhibit their ability to administer a fee.

The following tables rank each jurisdiction from smallest to largest for each of these economic factors:

TABLE 27: RANKING OF JURISDICTIONS BY POPULATION

Jurisdiction	Population[10]
Banning	**31,949**
Desert Hot Springs	33,262
Palm Springs	44,476
Palm Desert	51,980
Colton	53,278
Yucaipa	54,838

[10] California Finance estimates as of 1/1/2025 were used to determine each jurisdiction's population.

Jurisdiction	Population[10]
Beaumont	59,708
Redlands	73,488
Riverside	320,337

TABLE 28: RANKING OF JURISDICTIONS BY CITYWIDE TOTAL BUDGET

Jurisdiction	FY25-26 Budget[11]
Yucaipa	$85,321,266
Beaumont	$92,546,332
Desert Hot Springs	$108,379,566
Redlands	$133,374,886
Banning	**$161,805,963**
Palm Springs	$186,533,002
Palm Desert	$224,897,237
Colton	$244,076,225
Riverside	$1,338,673,492

TABLE 29: RANKING OF JURISDICTIONS BY FTE

Jurisdiction	FY25-26 Authorized FTE
Yucaipa	85
Redlands	140
Desert Hot Springs	144
Banning	**248**
Palm Desert	253
Beaumont	279
Colton	360
Palm Springs	668
Riverside	2,737

When compared to the surveyed jurisdictions, the City of Banning ranks near the bottom in terms of population, and in the middle for budget and staffing.

RECENCY FACTOR

While the above comparative information can provide some perspective when paralleling Banning's fees with surveyed jurisdictions, other key factors to consider are when a jurisdiction's fee schedule was last updated and when the last comprehensive analysis was undertaken. It is important to note that even though jurisdictions may have conducted recent fee studies, their fees are not always adopted at full

[11] To ensure appropriate comparisons, full operating budget (all funds) has been used for all jurisdictions.

cost recovery. The comparative results only show the adopted fee for the surveyed jurisdiction, not necessarily the full cost associated with the comparable service.

The following tables detail when each surveyed jurisdiction last conducted a fee analysis and when they last updated their fee schedule:

TABLE 30: LAST FEE SCHEDULE UPDATE

Jurisdiction	Response
Riverside	2025
Colton	2024
Redlands	2023
Beaumont	2023
Yucaipa	2023
Palm Springs	2023
Desert Hot Springs	2021
Palm Desert	2014

TABLE 31: LAST FEE STUDY CONDUCTED

Jurisdiction	Response
Desert Hot Springs	2024
Redlands	2020
Beaumont	2023
Yucaipa	2022
Palm Springs	2022
Colton	2020
Riverside	N/A
Palm Desert	N/A

With the exception of Desert Hot Springs and Riverside, all surveyed jurisdictions have not published an updated fee schedule within the last year. Additionally, all the jurisdictions have conducted a fee study within the last five years. The city of Santa Ana and the city of Riverside does not have available data on their most recent fee study.

ADDITIONAL FACTORS

Along with keeping the statistics outlined in the previous sections in mind, the following issues should also be noted regarding the use of market surveys in the setting of fees for service:

- **Cost Recovery Factors:** Each jurisdiction and its fees are different, and many are not based on the actual cost of providing services as various policy decisions may subsidize services.
- **Fee Variance Factors:** The same "fee" with the same name may include different steps or sub-activities. Jurisdictions also provide varying levels of service and have varying levels of costs associated with providing services such as staffing levels, salary levels, indirect overhead costs, etc.

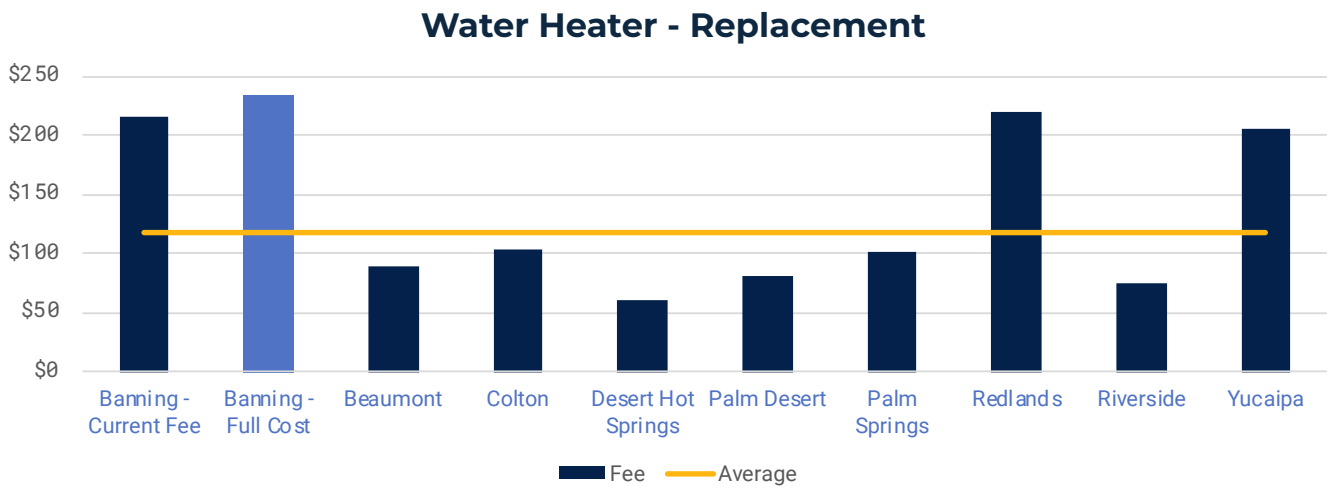
In addition to the issues noted, market surveys can also run the risk of creating a confusing excess of data that will obscure rather than clarify policy issues. Because each jurisdiction is different, the Matrix Consulting Group recommends that the information contained in the market comparison of fees be used as a secondary decision-making tool, rather than the primary method for determining an acceptable price point for services.

COMPARATIVE SURVEY RESULTS

As part of this study, the project team conducted a survey of how the City's current user fees and calculated full cost compare to other identified jurisdictions. The following subsections provide a comparative look at several fee-related services provided by the City versus the surveyed jurisdictions.

HEATER - REPLACEMENT

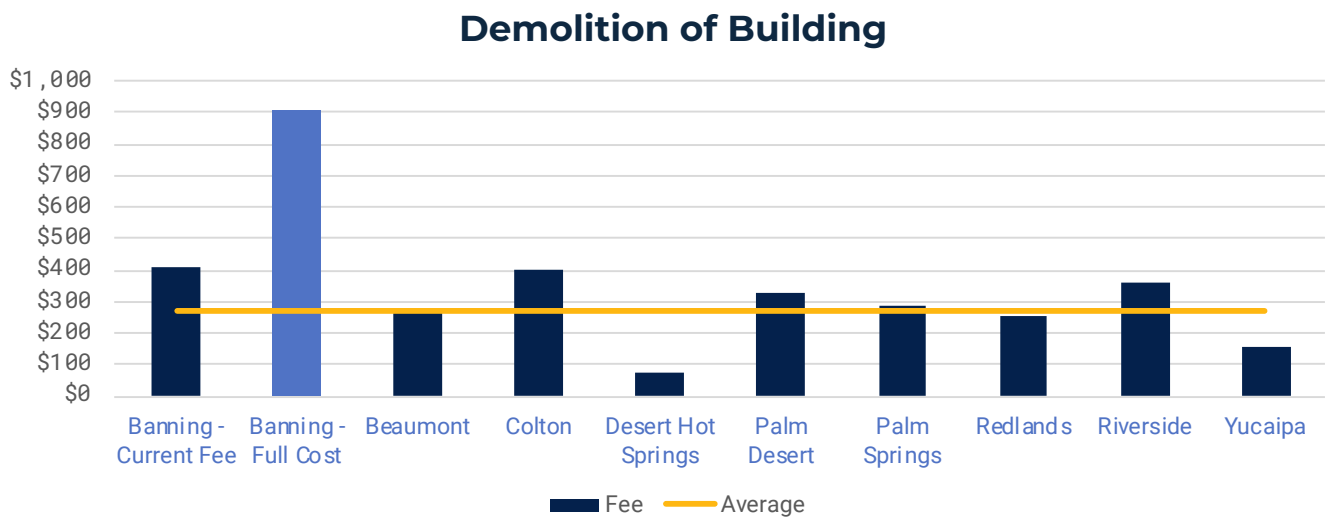
Building currently charges a fee of $216 for a replacement heater. Through this study, the project team calculated the full cost of this service to be $234. The following graph shows how Banning's current fee and full cost compare to the surveyed jurisdictions.



Banning's current fee is most comparable to Redlands fee of $220. Banning's full cost calculated is the highest fee and is above the jurisdictional average of $117. Desert Hot Springs charges the lowest for this fee at $61.

DEMOLITION OF BUILDING

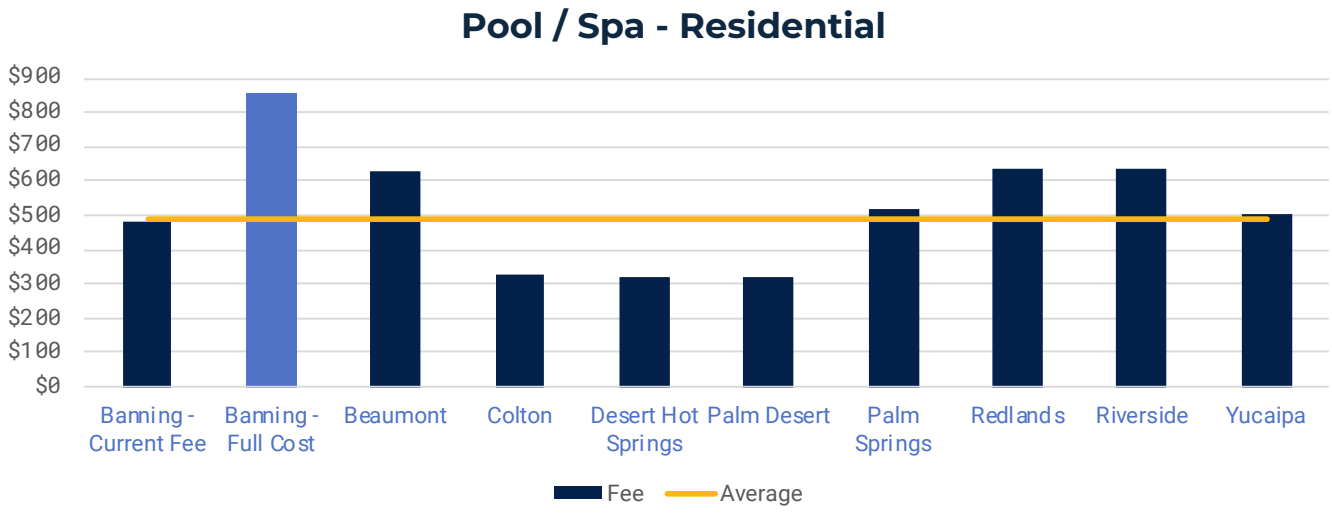
Building currently charges a fee of $408 for the demolition of a building. Through this study, the project team calculated the full cost of this service to be $904. The following graph shows how Banning's current fee and full cost compare to the surveyed jurisdictions.



Banning's current fee is the second highest fee, above Colton ($400). Their full cost calculated is the highest and is above the jurisdictional average of $267. Desert Hot Springs charges the lowest for this fee at $75.

POOL / SPA - RESIDENTIAL

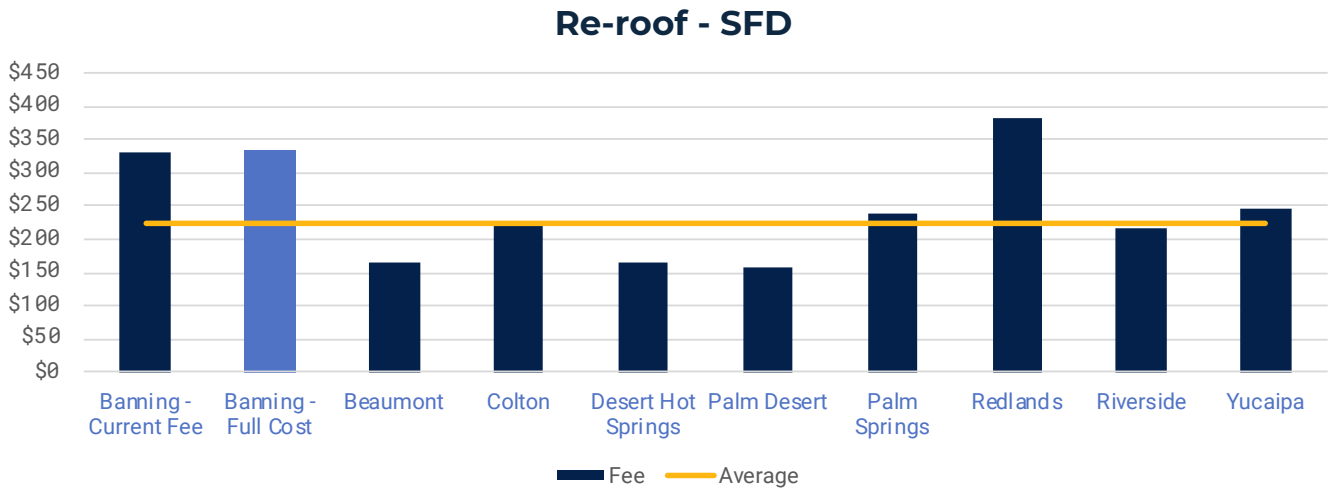
Building currently charges a fee of $484 for plan check and inspection of a residential pool or spa. Through this study, the project team calculated the full cost of this service to be $853. The following graph shows how Banning's current fee and full cost compare to the surveyed jurisdictions.



Banning's current fee is right below the jurisdictional average of $486. The full cost calculated is the highest and is most comparable with Redlands ($639). Desert Hot Springs and Palm Desert both charge the lowest for this fee at $318.

RE-ROOF - SFD

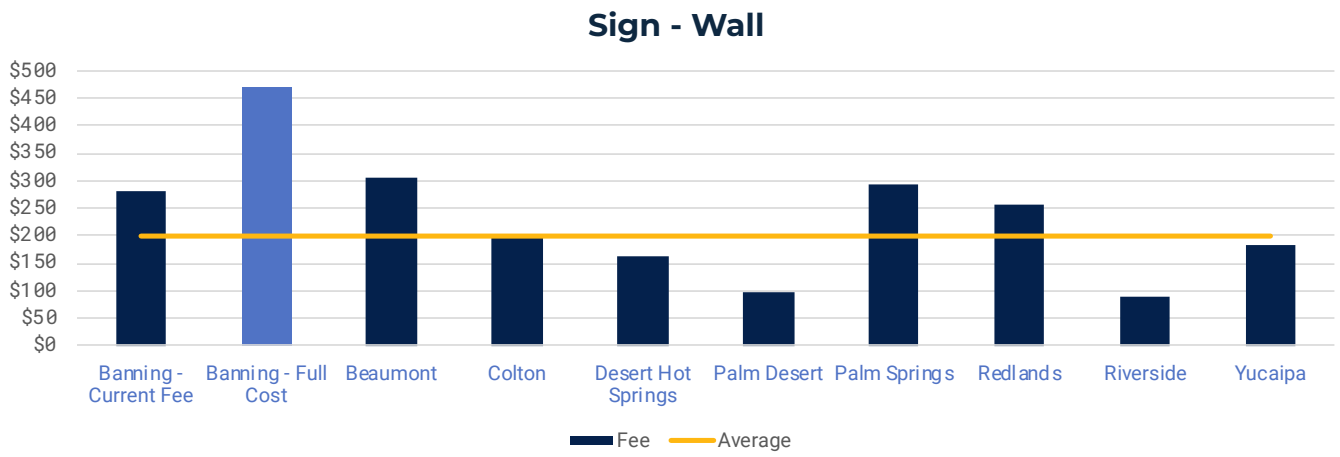
Building currently charges a fee of $330 for plan check and inspection of a single family dwelling re-roof. Through this study, the project team calculated the full cost of this service to be $333. The following graph shows how Banning's current fee and full cost compare to the surveyed jurisdictions.



Banning's current fee is the second highest fee and is above the jurisdictional average of $224. The full cost calculated is most comparable with Redlands' fee of $383.

SIGN - WALL

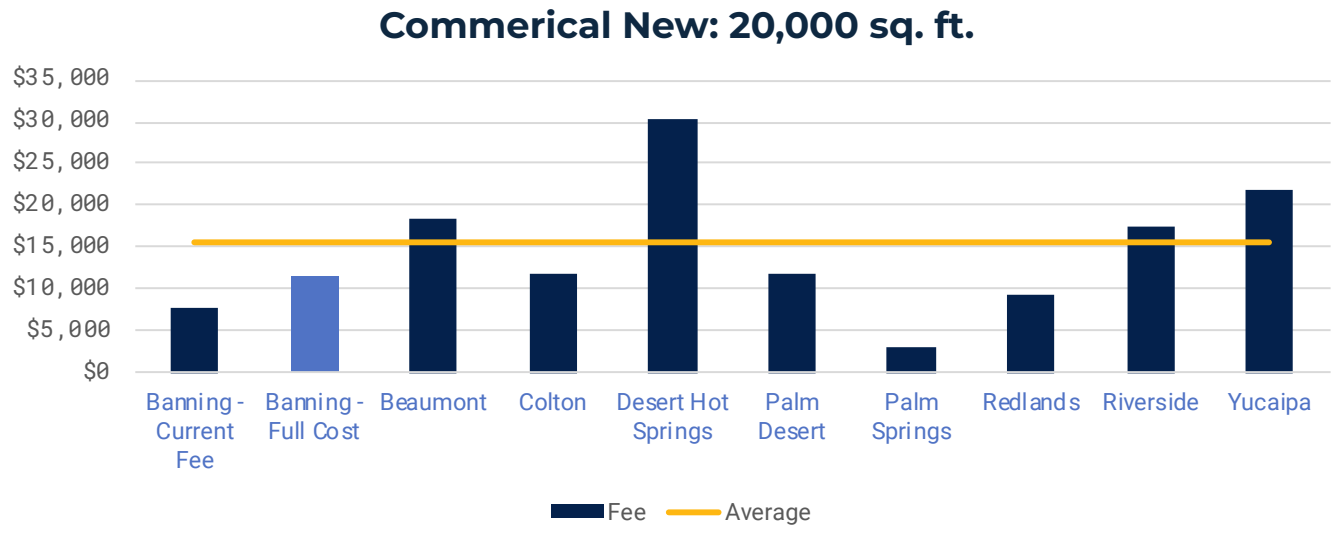
Building currently charges a fee of $279 for plan check and inspection of a Wall Sign. Through this study, the project team calculated the full cost of this service to be $467. The following graph shows how Banning's current fee and full cost compare to the surveyed jurisdictions.



Banning's current fee is most comparable with Palm Springs fee of $294. Banning's full cost calculated is the highest and is above the jurisdictional average of $199. Riverside charges the lowest for this fee at $89.

COMMERICAL NEW: 20,000 SQ. FT.

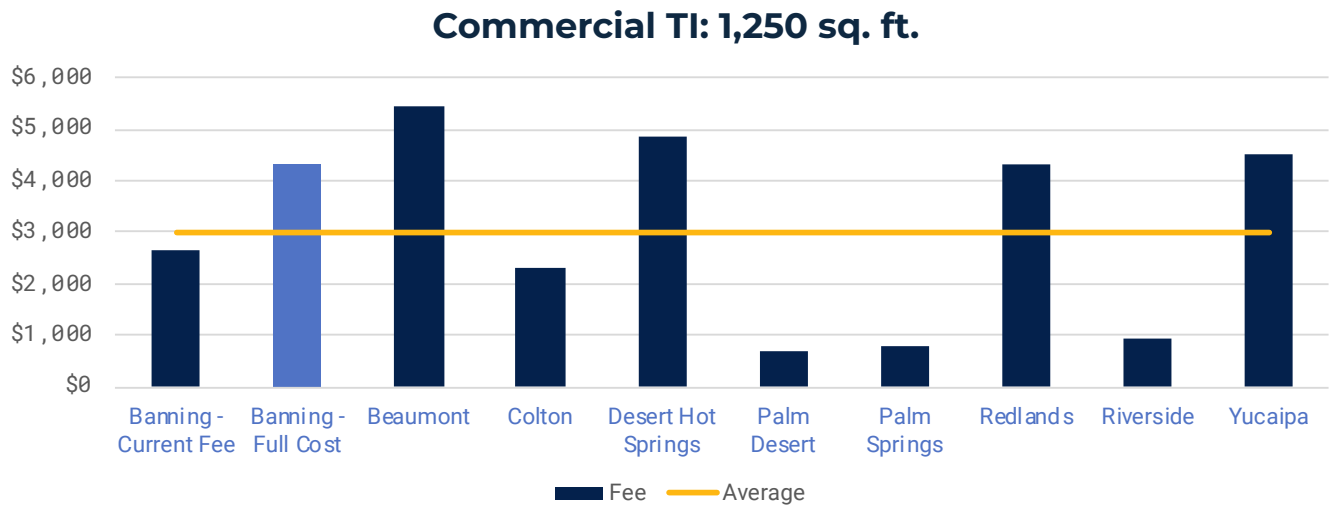
Building currently charges a fee of $7,645 for plan checking and inspecting a new 20,000-square-foot commercial building, valued at $3 million. Through this study, the project team calculated the full cost of this service to be $11,640. The following graph shows how Banning's current fee and full cost compare to the surveyed jurisdictions.



Banning's current fee of $7,645 is significantly lower than most jurisdictions, with Palm Springs' fee of $3,084 being the lowest. Banning's full cost of $11,640 is below the jurisdictional average of $15,504. The highest fee is from Desert Hot Springs at $30,219.

COMMERCIAL TI: 1,250 SQ. FT.

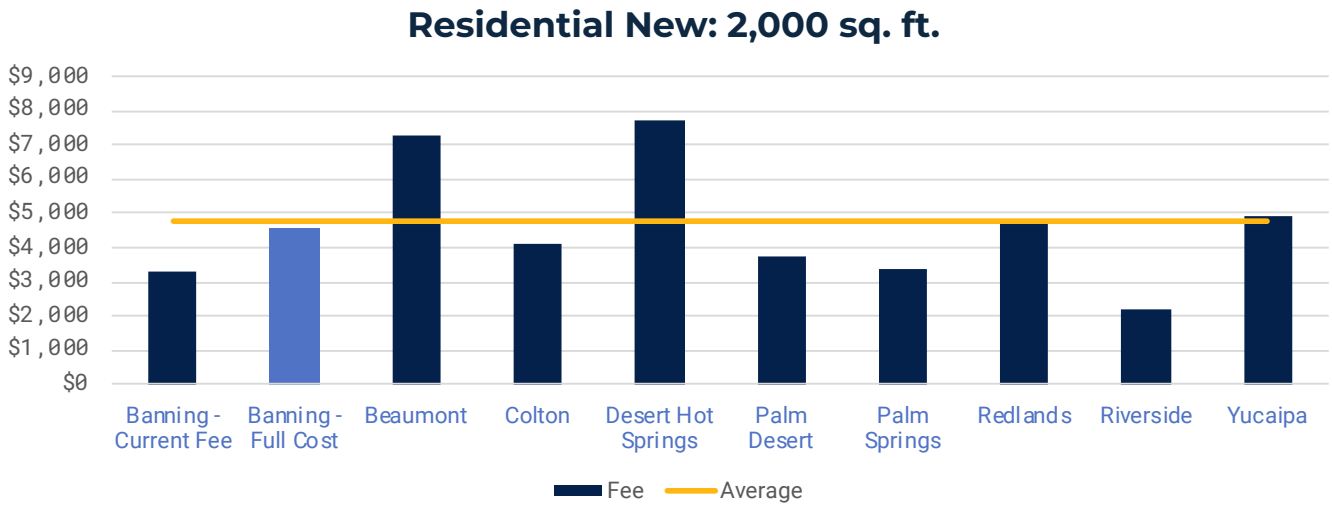
Building currently charges a fee of $2,675 for plan checking and inspecting a 1,250-square-footage commercial tenant improvement and valued at 275,000. Through this study, the project team calculated the full cost of this service to be $4,311. The following graph shows how Banning's current fee and full cost compare to the surveyed jurisdictions.



Banning's current fee of $2,675 is just under the jurisdictional average of $2,981, with Colton's fee of $2,329 being the most comparable. Banning's full cost of is significantly higher than its current fee and above the jurisdictional average. Palm Desert charges the lowest fee at $688, while Desert Hot Springs charges the highest at $4,850.

RESIDENTIAL NEW: 2,000 SQ. FT.

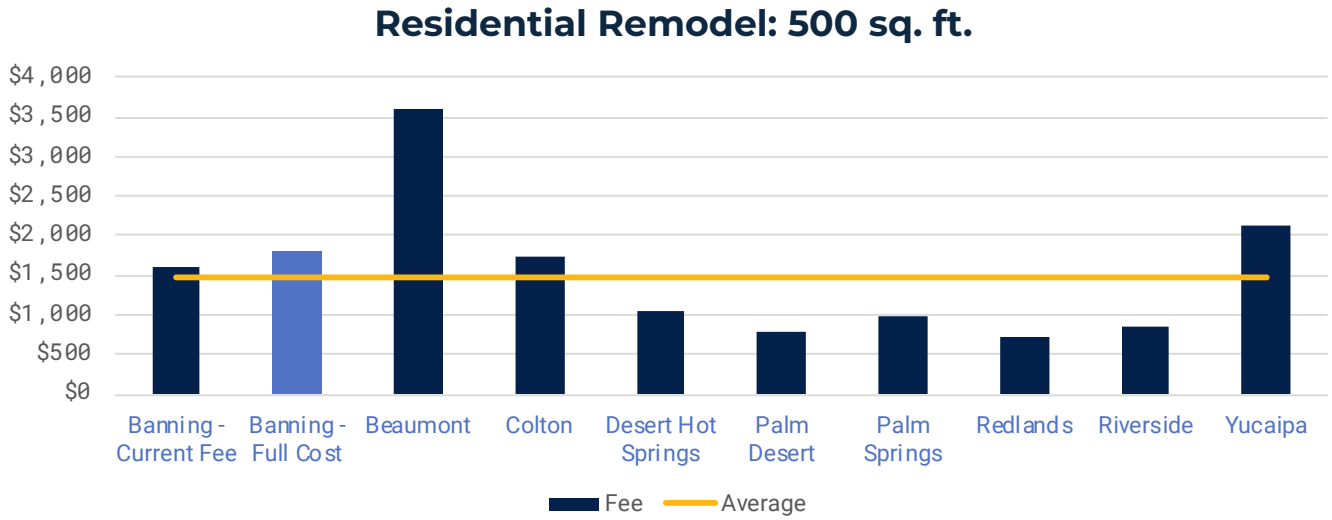
Building currently charges a fee of $3,328 for plan checking and inspecting a 2,000-square-footage new residential building, valued at $500,000. Through this study, the project team calculated the full cost of this service to be $4,580. The following graph shows how Banning's current fee and full cost compare to the surveyed jurisdictions.



Banning's current fee is below the jurisdictional average of $4,751, with Palm Springs' fee of $3,372 being the most comparable. Banning's full cost of is also below the jurisdictional average but is still higher than its current fee. The highest fee is from Desert Hot Springs at $7,719, while the lowest is from Riverside at $2,160.

RESIDENTIAL REMODEL: 500 SQ. FT.

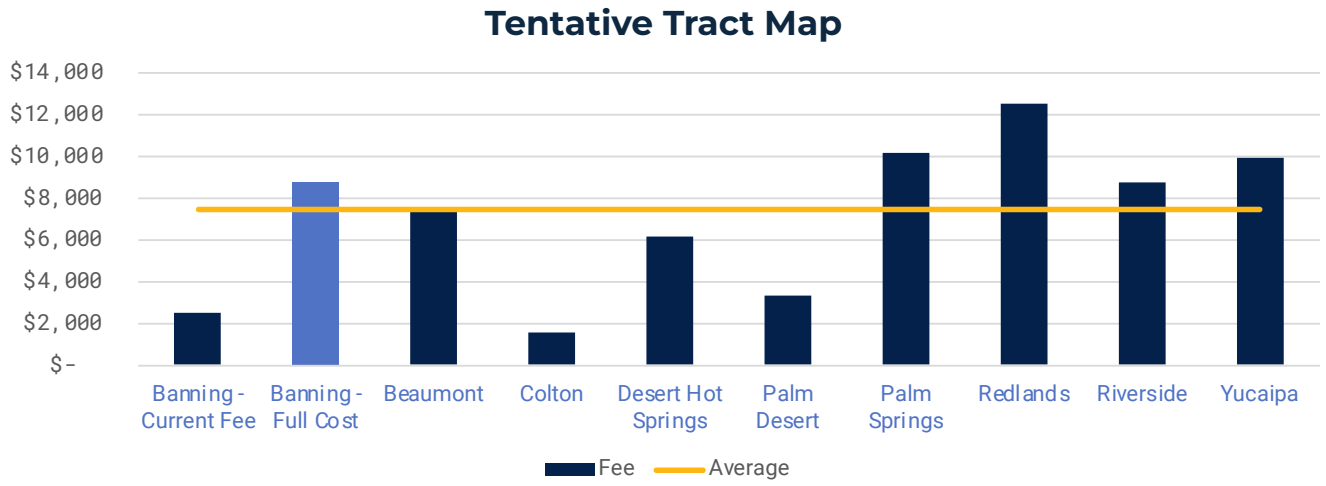
Building currently charges a fee of $1,620 for plan checking and inspecting a 500-square-footage residential remodel, valued at $30,000. Through this study, the project team calculated the full cost of this service to be $1,812. The following graph shows how Banning's current fee and full cost compare to the surveyed jurisdictions.



Banning's current fee is slightly above the jurisdictional average of $1,486, with Colton's fee of $1,742 being the most comparable. Banning's full cost of $1,812 is also above the average and is the third highest fee overall. The highest fee is from Beaumont at $3,589, while the lowest is from Redlands at $733.

TENTATIVE TRACT MAP

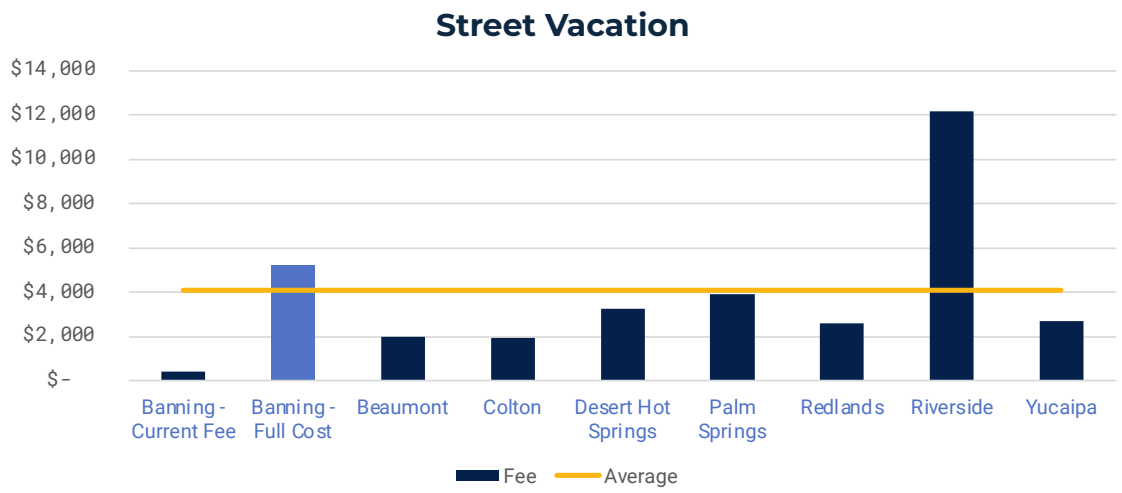
Engineering currently charges a fee of $2,531 for a Tentative Tract Map. Through this study, the project team calculated the full cost of this service to be $8,715. The following graph shows how Banning's current fee and full cost compare to the surveyed jurisdictions.



Banning's current fee is well below the jurisdictional average of $7,480, with Palm Desert's fee of $3,308 being the most comparable. Banning's full cost is above the jurisdictional average. The highest fee is from Redlands at $12,493, while the lowest is from Colton at $1,544.

STREET VACATION

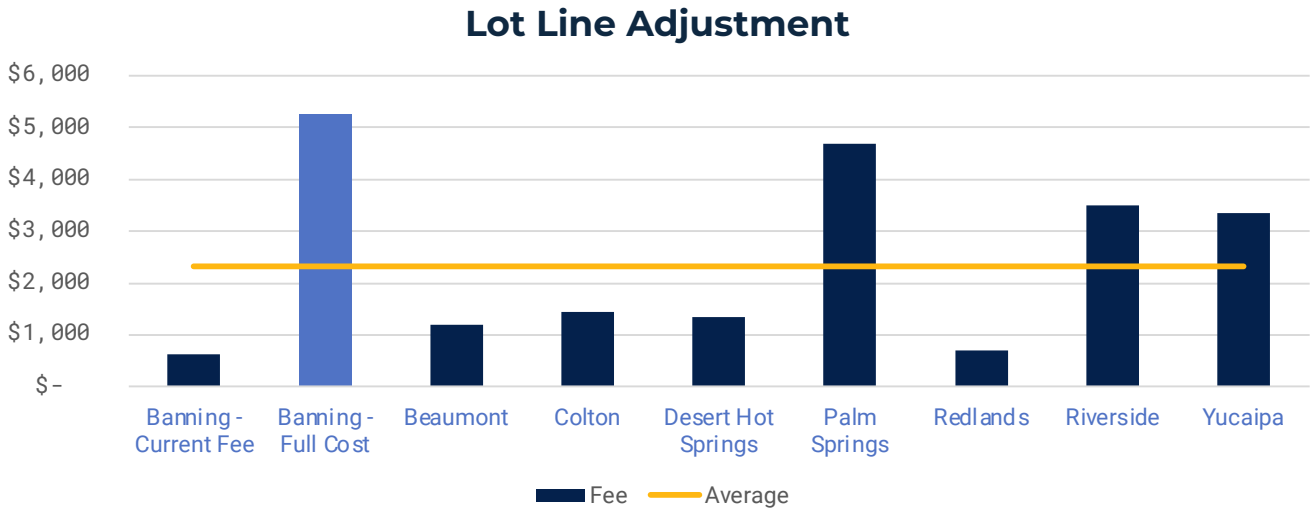
Engineering currently charges a fee of $435 for a Street Vacation. Through this study, the project team calculated the full cost of this service to be $5,250. The following graph shows how Banning's current fee and full cost compare to the surveyed jurisdictions.



Banning's current fee is significantly below the jurisdictional average of $4,092, with Colton's fee of $1,951 being the most comparable. Banning's full cost is above the jurisdictional average. The highest fee is from Riverside at $12,189, while the lowest is from Banning's current fee at $435.

LOT LINE ADJUSTMENT

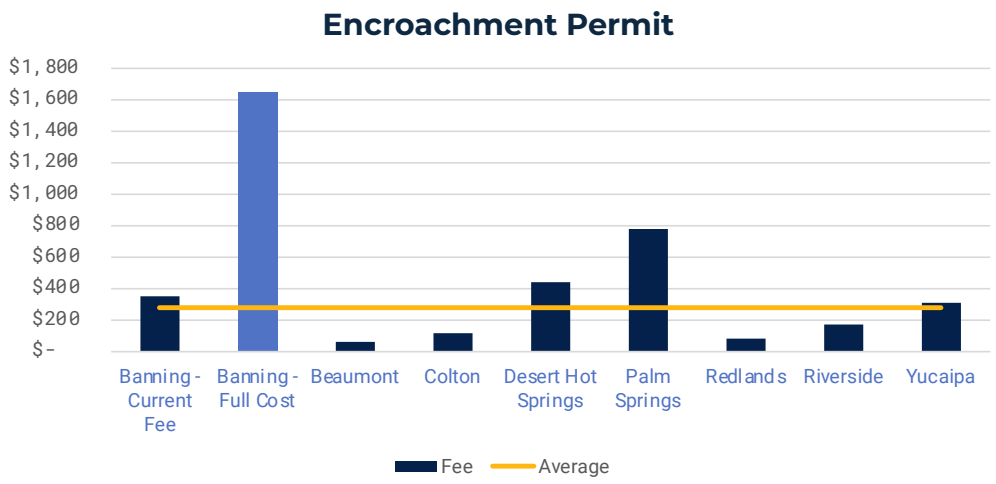
Engineering currently charges a fee of $619 for a Lot Line Adjustment. Through this study, the project team calculated the full cost of this service to be $5,250. The following graph shows how Banning's current fee and full cost compare to the surveyed jurisdictions.



Banning's current fee is significantly below the jurisdictional average of $2,319, with Redlands' fee of $706 being the most comparable. Banning's full cost is well above the jurisdictional average and is the highest fee listed. The second lowest fee is from Redlands at $706.

ENCROACHMENT PERMIT

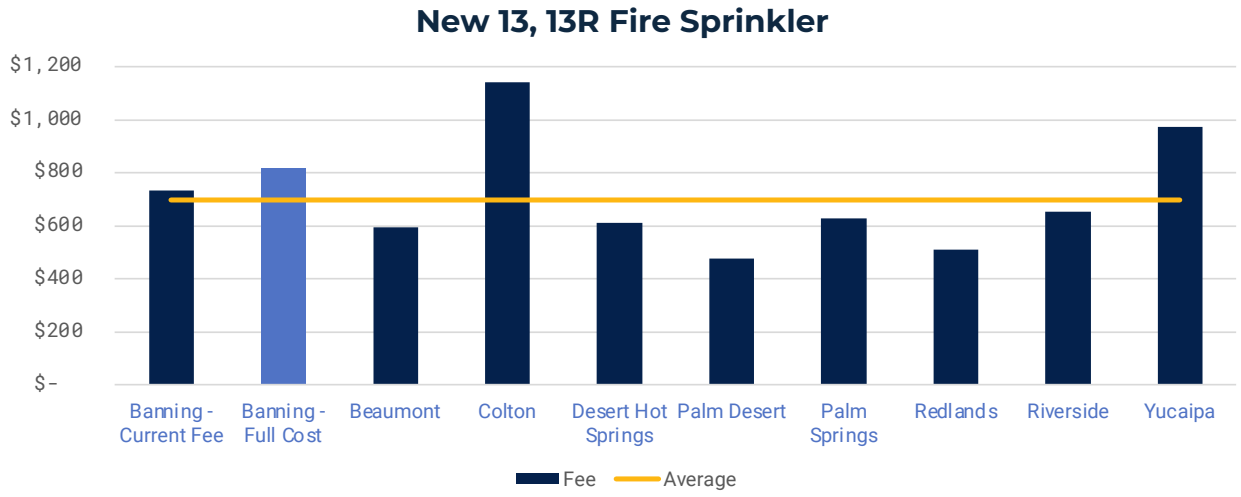
Engineering currently charges a fee of $352 for an Encroachment Permit. Through this study, the project team calculated the full cost of this service to be $1,643. The following graph shows how Banning's current fee and full cost compare to the surveyed jurisdictions.



Banning's current fee is above the jurisdictional average of $281, with Yucaipa's fee of $309 being the most comparable. Banning's full cost is the highest fee listed and is significantly above the jurisdictional average. The lowest fee is from Beaumont at $60.

NEW 13, 13R FIRE SPRINKLER SYSTEM

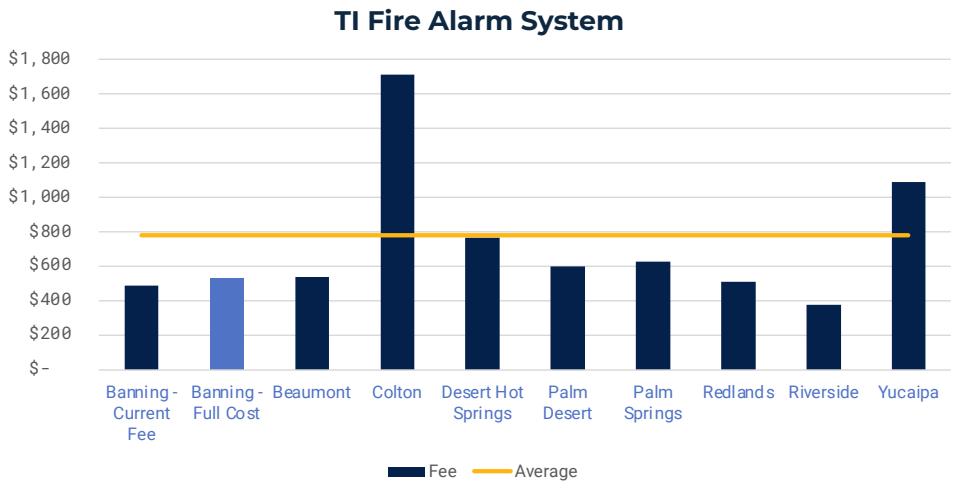
Fire currently charges a fee of $732 for a New 13, 13R Fire Sprinkler System plan check and inspection (per sprinkler head) with 10 heads. Through this study, the project team calculated the full cost of this service to be $819. The following graph shows how Banning's current fee and full cost compare to the surveyed jurisdictions.



Banning's current fee is slightly above the jurisdictional average of $699. Banning's full cost is also above the jurisdictional average and is the second-highest fee listed. The highest fee is from Colton at $1,141, while the lowest is from Palm Desert at $476.

TI FIRE ALARM SYSTEM

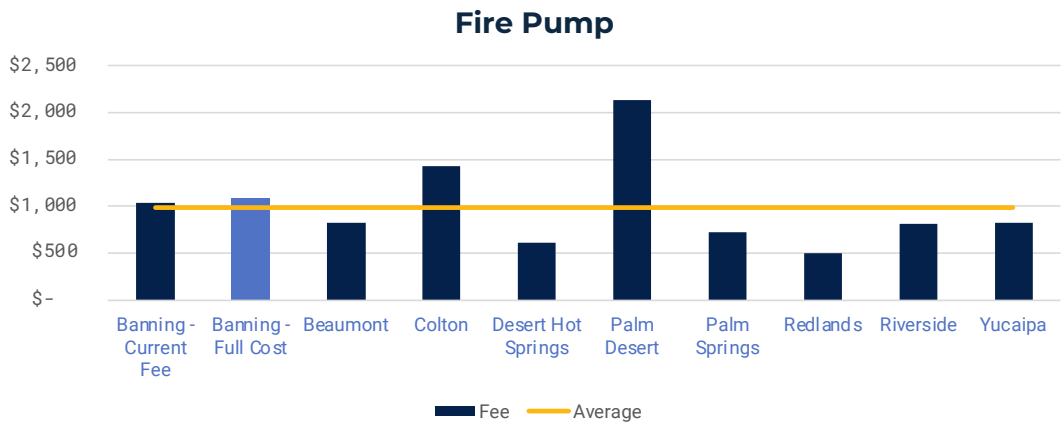
Fire currently charges a fee of $487 for a Tenant Improvement Fire Alarm System Plan Check and Inspection (per initiating or notification device) with 2 devices. Through this study, the project team calculated the full cost of this service to be $527. The following graph shows how Banning's current fee and full cost compare to the surveyed jurisdictions.



Banning's current fee is well below the jurisdictional average of $779, with Redlands' fee of $514 being the most comparable. Banning's full cost is also below the jurisdictional average. The highest fee is from Colton at $1,712, while the lowest is from Riverside at $380.

FIRE PUMP

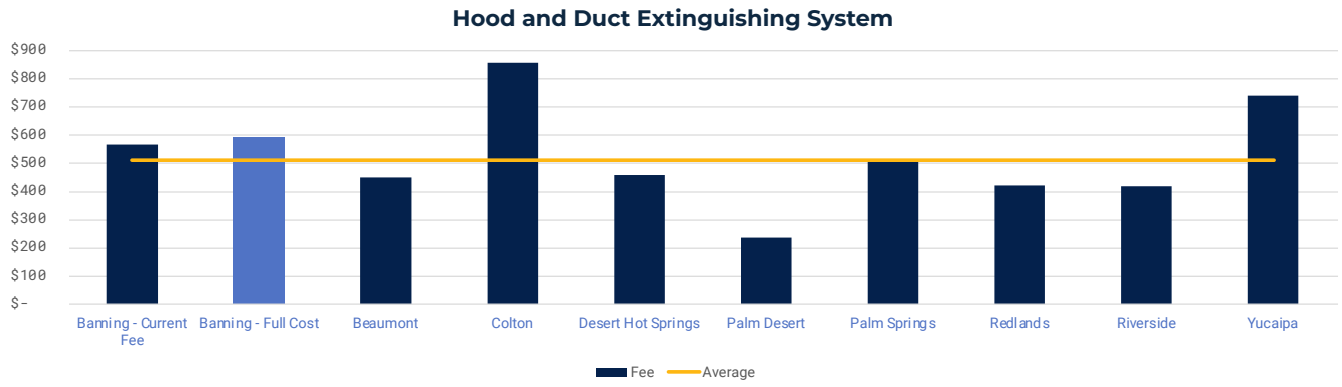
Fire currently charges a fee of $1,040 for a plan check and inspection for a fire pump. Through this study, the project team calculated the full cost of this service to be $1,089. The following graph shows how Banning's current fee and full cost compare to the surveyed jurisdictions.



Banning's current fee is above the jurisdictional average of $982. Banning's full cost is also above the average, with Colton's fee of $1,427 being the next highest. The highest fee is from Palm Desert at $2,130, while the lowest is from Redlands at $497.

HOOD AND DUCT EXTINGUISHING SYSTEM

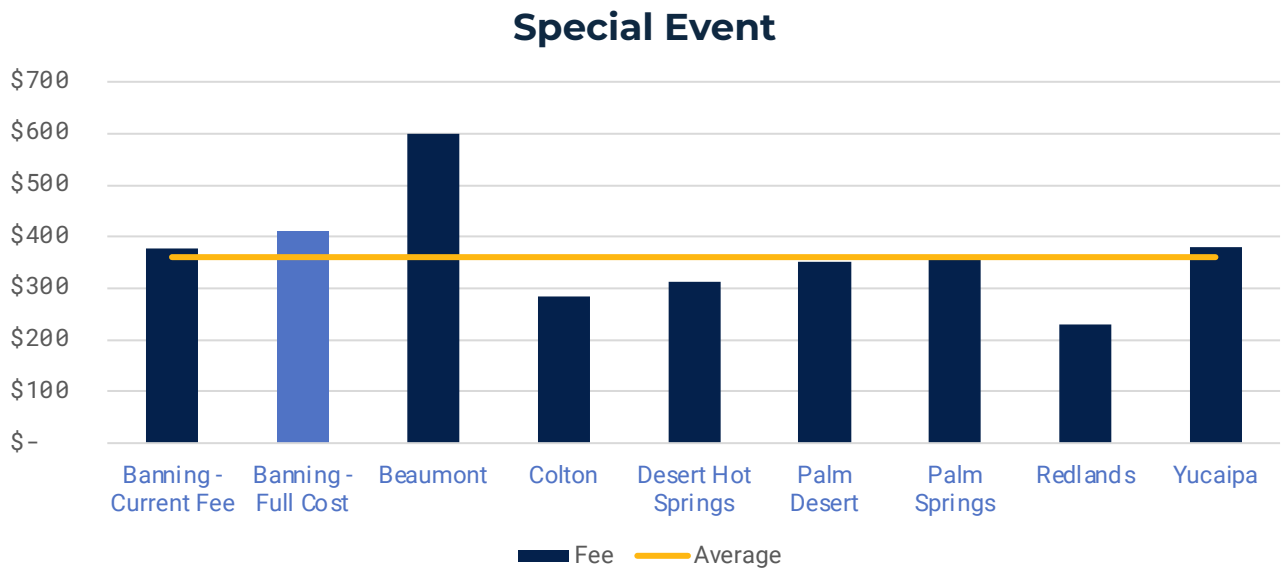
Fire currently charges a fee of $568 for a plan check and inspection of a Hood and Duct Extinguishing System. Through this study, the project team calculated the full cost of this service to be $592. The following graph shows how Banning's current fee and full cost compare to the surveyed jurisdictions.



Both Banning's current fee and full cost calculated are above the jurisdictional average of $511 and are most comparable to Palm Springs fee of $506. The highest fee is from Colton at $856, while the lowest is from Palm Desert at $238.

SPECIAL EVENT

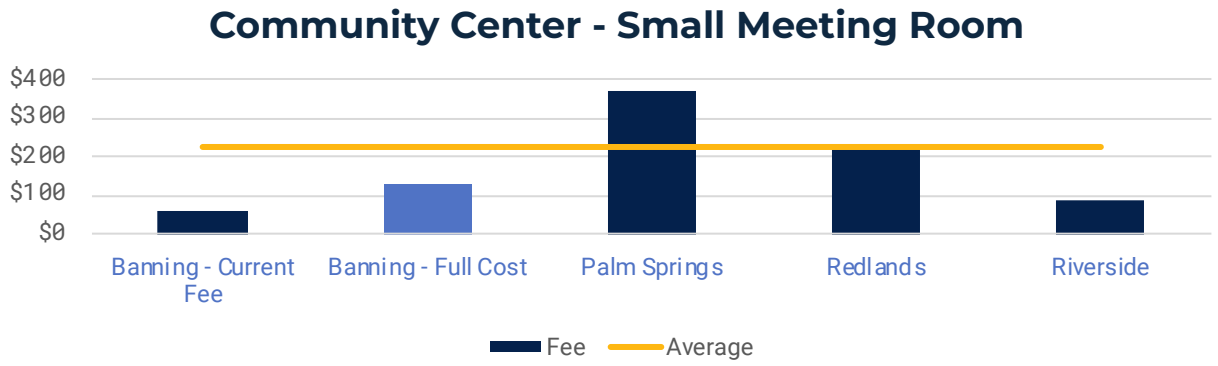
Fire currently charges a fee of $378 for a special event with tents or canopies and is less than 400 square feet. Through this study, the project team calculated the full cost of this service to be $411. The following graph shows how Banning's current fee and full cost compare to the surveyed jurisdictions.



Banning's current fee is slightly above the jurisdictional average of $361, with Yucaipa's fee of $381 being the most comparable. Banning's full cost is also above the jurisdictional average. The highest fee is from Beaumont at $600, while the lowest is from Redlands at $231.

COMMUNITY CENTER - SMALL MEETING ROOM

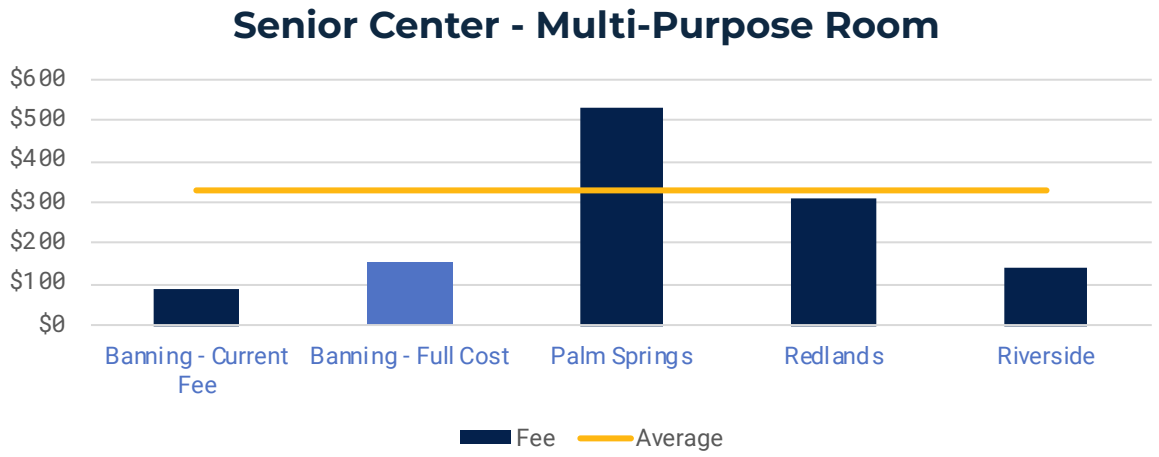
Parks and Recreation currently charges a fee of $60 for a rental of the Community Center - Small Meeting Room for 1 hour. Through this study, the project team calculated the full cost of this service to be $132. The following graph shows how Banning's current fee and full cost compare to the surveyed jurisdictions.



Banning's current fee and full cost is below the jurisdictional average of $225. Palm Springs charges a $367 deposit and Redlands charges a $216 deposit. It's full cost is lower than Redlands and Palm Springs community rental rates.

SENIOR CENTER - MULTI-PURPOSE ROOM

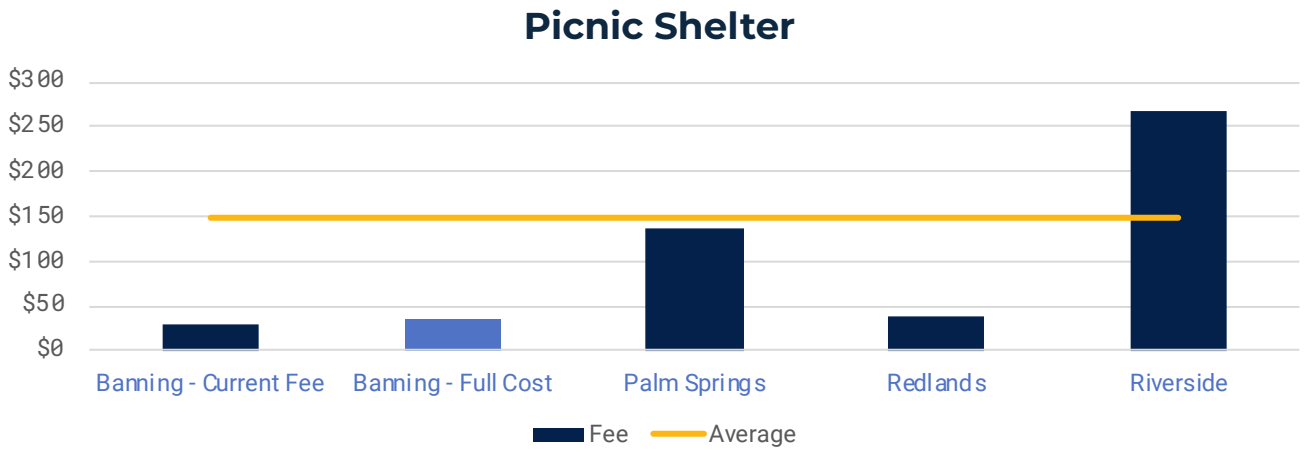
Parks and Recreation currently charges a fee of $90 for a rental of the Senior Center - Multi-Purpose Room for 4 hours. Through this study, the project team calculated the full cost of this service to be $152. The following graph shows how Banning's current fee and full cost compare to the surveyed jurisdictions.



Banning's current and full cost fee is below the jurisdictional average of $326. Palm Springs charges a $531 deposit and Redlands charges a $308 deposit.

PICNIC SHELTER

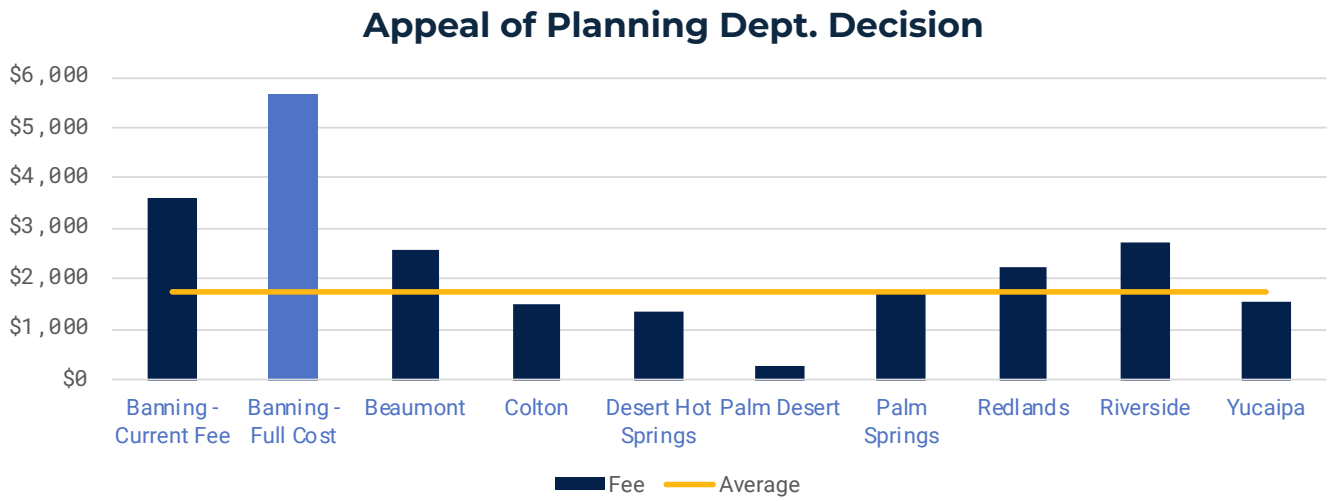
Parks and Recreation currently charges a fee of $30 for a Picnic Shelter rental. Through this study, the project team calculated the full cost of this service to be $35. The following graph shows how Banning's current fee and full cost compare to the surveyed jurisdictions.



Banning's current and full cost fees are well below the jurisdictional average of $148. It's current and full cost fees are in alignment with the City of Redlands.

APPEAL OF PLANNING DEPT. DECISION

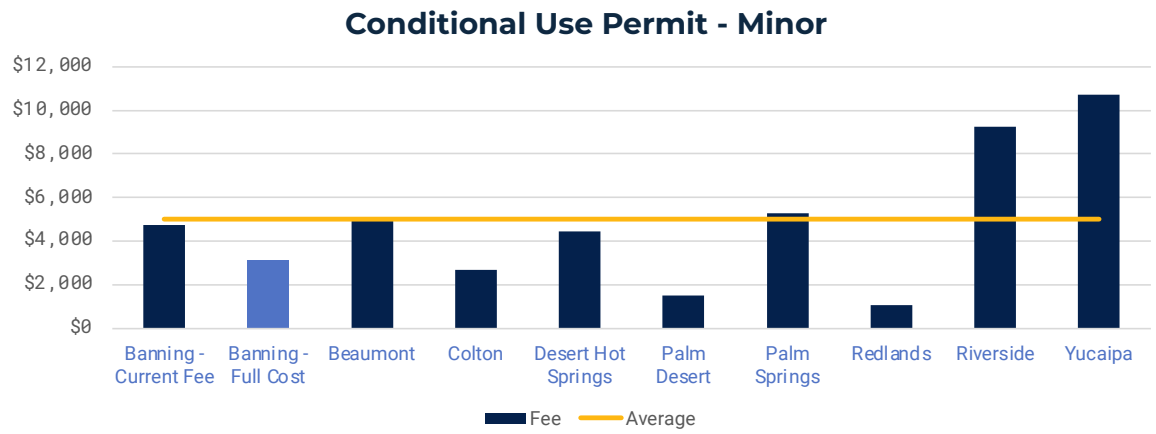
Planning currently charges a fee of $3,624 for an appeal of a planning department decision. Through this study, the project team calculated the full cost of this service to be $5,673. The following graph shows how Banning's current fee and full cost compare to the surveyed jurisdictions.



Banning's current fee is well above the jurisdictional average of $1,745 and is the highest current fee listed. Banning's full cost of $5,673 is the highest fee overall and is more than double the jurisdictional average. The lowest fee is from Palm Desert at $276, while the second highest fee is from Riverside at $2,719.

CONDITIONAL USE PERMIT - MINOR

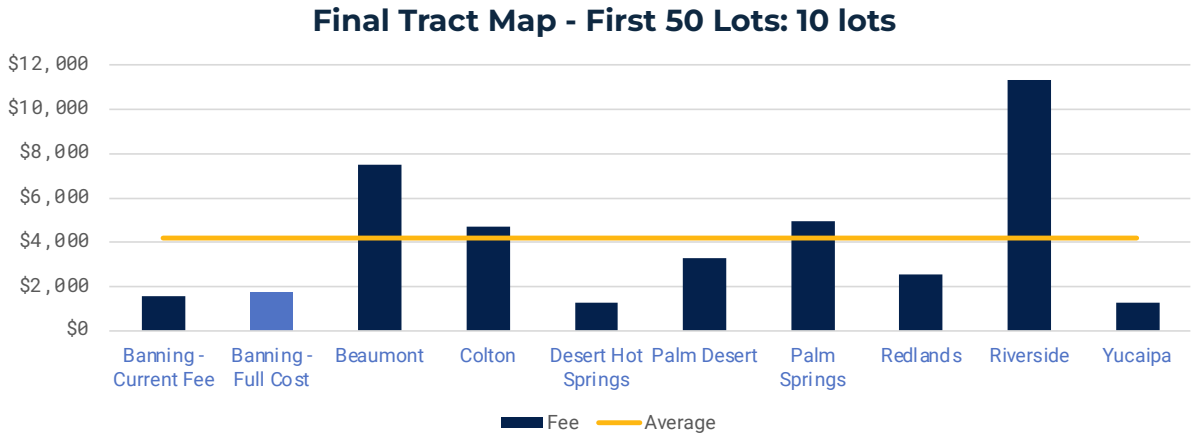
Planning currently charges a fee of $4,888 for minor conditional use permit. Through this study, the project team calculated the full cost of this service to be $3,143. The following graph shows how Banning's current fee and full cost compare to the surveyed jurisdictions.



Banning's current fee is close to the jurisdictional average of $4,992. Banning's full cost is well below the jurisdictional average. The highest fee is from Yucaipa at $10,740, while the lowest is from Redlands at $1,066. Beaumont's fee of $5,000 is charged as a deposit.

FINAL TRACT MAP - FIRST 50 LOTS: 10 LOTS

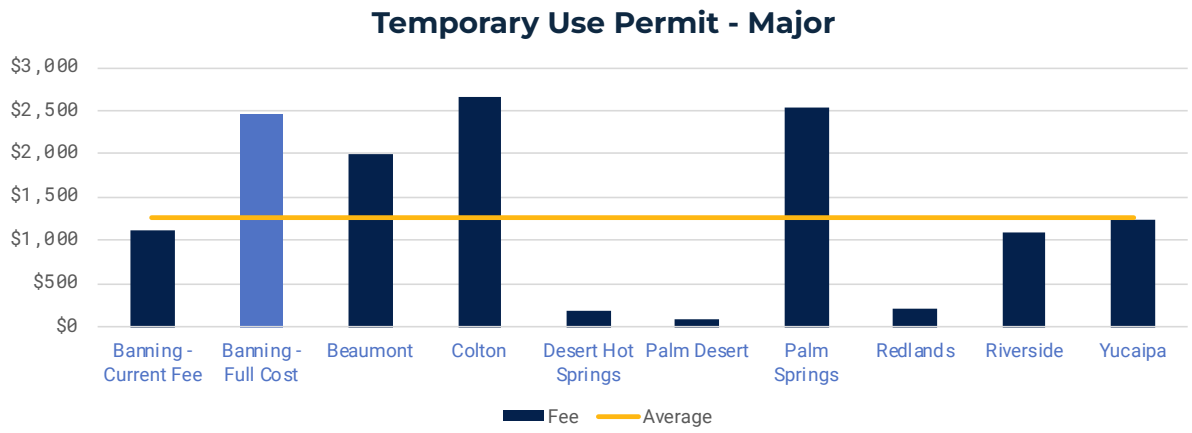
Planning currently charges a fee of $1,569 for a Final Tract Map with 10 lots. Through this study, the project team calculated the full cost of this service to be $1,701. The following graph shows how Banning's current fee and full cost compare to the surveyed jurisdictions.



Banning's current fee is well below the jurisdictional average of $4,193, with Desert Hot Springs' fee of $1,255 and Yucaipa's fee of $1,277 being the most comparable. Banning's full cost is also well below the jurisdictional average. The highest fee is from Riverside at $11,305, while the lowest is from Desert Hot Springs at $1,255. Beaumont's fee of $7,500 is charged as a deposit.

TEMPORARY USE PERMIT - MAJOR

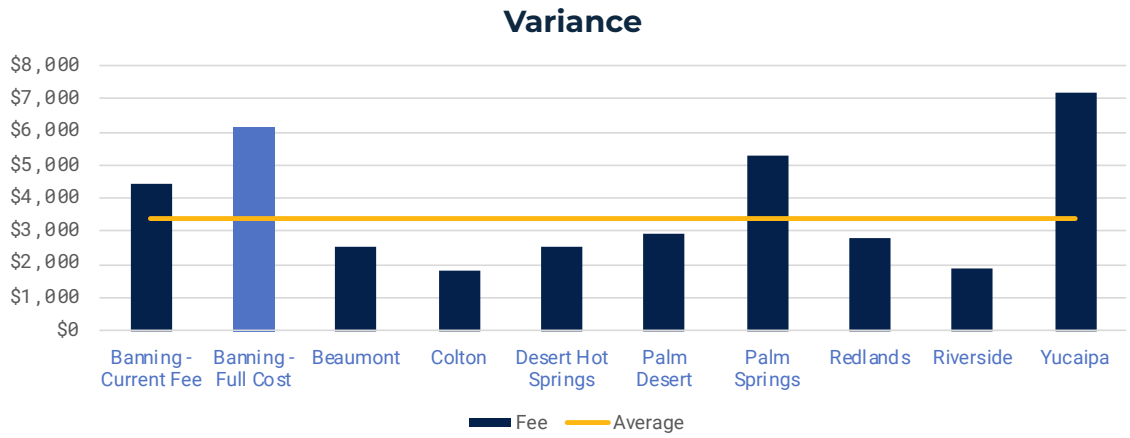
Planning currently charges a fee of $1,103 for a major temporary use permit. Through this study, the project team calculated the full cost of this service to be $2,454. The following graph shows how Banning's current fee and full cost compare to the surveyed jurisdictions.



Banning's current fee of $1,103 is just below the jurisdictional average of $1,252, with Riverside's fee of $1,102 and Yucaipa's fee of $1,243 being the most comparable. Banning's full cost of $2,454 is well above the jurisdictional average. The highest fee is from Colton at $2,670, while the lowest is from Palm Desert at $87.

VARIANCE

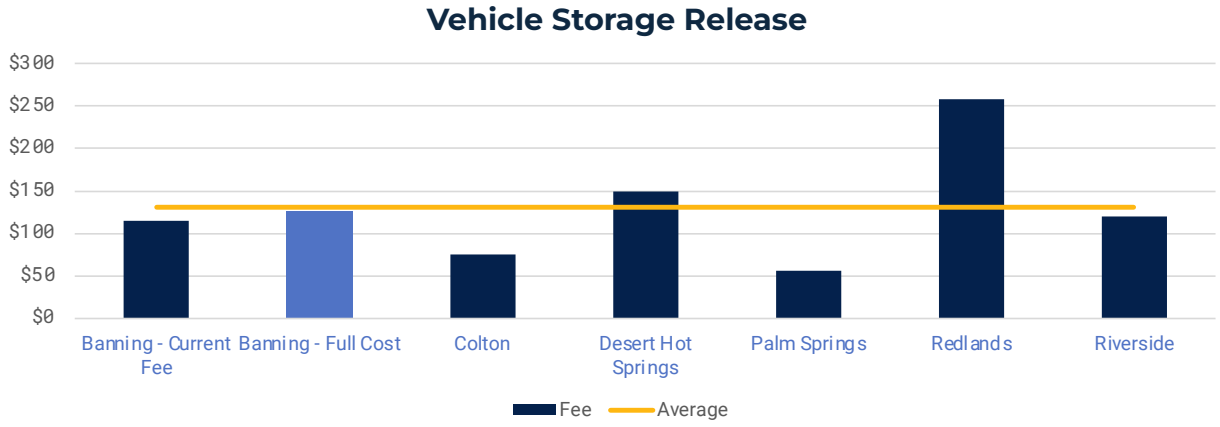
Planning currently charges a fee of $4,423 for a variance fee. Through this study, the project team calculated the full cost of this service to be $6,111. The following graph shows how Banning's current fee and full cost compare to the surveyed jurisdictions.



Banning's current fee of $4,423 is significantly above the jurisdictional average of $3,367. Banning's full cost of $6,111 is the second-highest fee overall and is also well above the jurisdictional average. The highest fee is from Yucaipa at $7,200, while the lowest is from Colton at $1,800.

VEHICLE STORAGE RELEASE

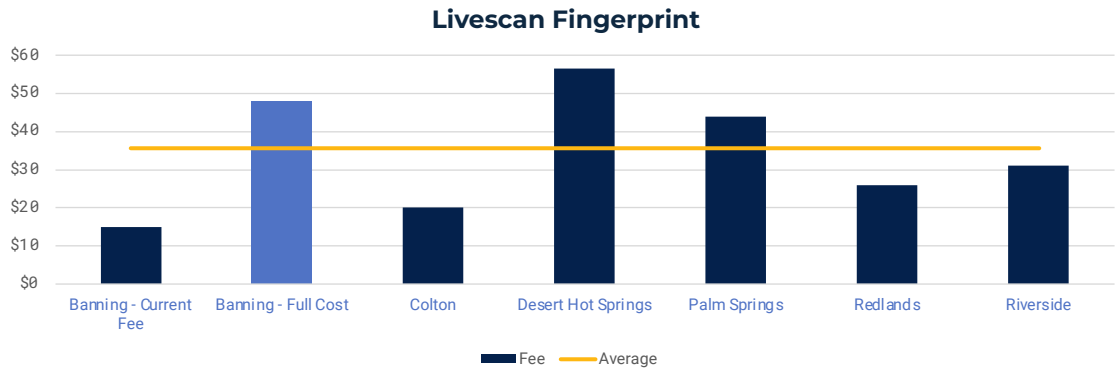
Police currently charges a fee of $115 for a Vehicle Storage Release. Through this study, the project team calculated the full cost of this service to be $126. The following graph shows how Banning's current fee and full cost compare to the surveyed jurisdictions.



Banning's current fee of $115 is below the jurisdictional average of $132, with Banning's full cost of $126 being the most comparable. Banning's full cost is also just below the jurisdictional average. The highest fee is from Redlands at $258, while the lowest is from Palm Springs at $56.

LIVESCAN FINGERPRINT

Police currently charges a fee of $15 for a Livescan Fingerprint fee. Through this study, the project team calculated the full cost of this service to be $48. The following graph shows how Banning's current fee and full cost compare to the surveyed jurisdictions.



Banning's current fee is well below the jurisdictional average of $36, with Colton's fee of $20 being the most comparable. Banning's full cost is higher than the jurisdictional average. The highest fee is from Desert Hot Springs at $57, while the lowest is from Banning's current fee at $15.

SUMMARY

Overall, Banning generally has current fees that are higher or in the middle when compared to the fees of the other surveyed jurisdictions. Of the surveyed jurisdictions, Banning's current fees are most comparable with Redlands, while the City's full cost calculated is most comparable to fees charged by Riverside. It is important to note that the results of this survey only show the fees adopted by the council, not the cost recovery policy decisions for departments or a jurisdiction. As such, the results of this survey should be used as a secondary decision-making tool.

Fee Name	Unit	Current Fee	Total Cost	Recommended Fee	Fee Type
BUILDING					
Flat Fees					
Administrative Services for Applications Not Listed	Per Hour	New	$174	$174	User Fee
Administrative Charge for Consultant Services	% of Consultant Fees	10%	15%	15%	User Fee
Air handling / heating or cooling unit replacement	Each	$193	$254	$254	User Fee
Balcony / deck:					
Balcony / deck	Each	$491	$567	$491	User Fee
Railing repair	Each	$297	$567	$567	User Fee
Carport:					
Custom	Each	$944	$1,117	$1,117	User Fee
ICC, IAPMO, handout	Each	$491	$659	$659	User Fee
Cell Tower:					
Modifications	Each	$401	$1,117	$1,117	User Fee
New	Each	$1,418	$1,876	$1,876	User Fee
Change of occupancy	Each	$417	$2,680	$834	User Fee
Demolition of building	Each Building	$408	$904	$680	User Fee
Electric panel replacement	Each	$193	$283	$283	User Fee
Exterior wall covering replacement (up to 400 s.f.)	Each	$422	$458	$458	User Fee
Fireplace:					
Custom	Each	$583	$744	$744	User Fee
Pre-fabricated with engineering	Each	$548	$744	$744	User Fee
Flag pole (over 20' in height)	Each	$645	$473	$473	User Fee
Grease trap/ interceptor	Each	$330	$602	$602	User Fee
Hood:					
Other than Type 1 (including ducts)	Each	$492	$602	$602	User Fee
Type 1 (includes exhaust system)	Each	$629	$995	$830	User Fee
Inspections:					
Inspection Fee	Per Hour	$183	$196	$196	User Fee
Re-Inspection	Each	$183	$196	$196	User Fee
Job card - replace / duplicate	Each	$55	$87	$87	User Fee
Lighting pole:					
Up to 6 poles	Base	$783	$853	$853	User Fee
6+ Poles Additional	Each Pole	$173	$144	$144	User Fee
Manufactured home - installation on private property	Each	$538	$1,109	$1,109	User Fee
Modular unit - installation on private property	Each	$659	$1,109	$1,109	User Fee
Patio:					
Patio cover					
Patio cover - custom	Each	$515	$930	$930	User Fee
Patio cover - handout	Each	$256	$659	$659	User Fee
Patio enclosure	Each	$561	$930	$930	User Fee
Plan check:					

Plan check	Each	$162	$183	$183	User Fee
Plan check - Structural Engineer	Each	$292	$274	$274	User Fee
Additional plan review	Hour	$162	$183	$183	User Fee
Additional plan review - Engineering	Hour	$292	$183	$183	User Fee
Pool/Spa					
Commercial	Each	$1,192	$2,453	$2,268	User Fee
Residential	Each	Modified	$853	$853	User Fee
Research	Per Hour	$110	$174	$174	User Fee
Remodels					
Residential bathroom remodel - no structural/wall changes	Each	$411	$617	$617	User Fee
Residential kitchen remodel - no structural/wall changes	Each	$434	$617	$617	User Fee
Re-roof					
Commercial	Each 3,000 s.f.	$330	$400	$400	User Fee
Multifamily	Each 3,000 s.f.	$330	$382	$382	User Fee
SFD	Each Building	$330	$333	$333	User Fee
Retrofit foundation for a modular or mobile unit	Each	$216	$1,109	$1,109	User Fee
Sales office - conversion to residential or garage use	Each	$216	$1,064	$1,064	User Fee
Septic tank	Each	$353	$1,070	$1,070	User Fee
Sign:					
Monument	Each	$677	$982	$982	User Fee
Pole/ billboard	Each	$869	$1,656	$1,656	User Fee
Wall	Each	$279	$467	$467	User Fee
Site investigation	Each	$445	$451	$451	User Fee
Solar:					
Commercial					
Up to 4 kw	Base	$383	$1,307	$1,307	User Fee
Each additional kw	Each Addl kw	$198	$74	$74	User Fee
Ground mount	Each	$791	$1,124	$1,124	User Fee
Residential					
Rooftop (up to 10 kw)	Each	$423	$554	$554	User Fee
Rooftop (more than 10 kw)	Each	$596	$698	$698	User Fee
Residential water heater	Each	$403	$322	$322	User Fee
Special Inspector application	Each	$55	$174	$174	User Fee
Stairs	Per Flight	$354	$187	$187	User Fee
Storage racks	Per 100 lf.	$260	$277	$277	User Fee
Temporary construction or sales trailer	Each	$248	$1,109	$1,109	User Fee
Utility release	Each	$193	$205	$205	User Fee
Walk-in tub	Each	$330	$185	$185	User Fee
Wall:					
Screen / Freestanding:					
Custom	Per 50 lf.	$537	$1,261	$1,261	User Fee
Handout	Per 50 lf.	$537	$668	$668	User Fee
Retaining					
Custom	Per 50 lf.	$894	$1,032	$1,032	User Fee
Handout	Per 50 lf.	$445	$668	$668	User Fee
Water heater replacement	Each	$216	$234	$234	User Fee

Water/gas piping - installation, alteration or repair	Each	$476	$475	$475	User Fee
Window/door replacement - residential, no changes to framing	Each	$411	$425	$425	User Fee
Trade Fees					
Electrical	Per Permit	$267	$299	$299	User Fee
Plumbing	Per Permit	$267	$299	$299	User Fee
Mechanical	Per Permit	$267	$299	$299	User Fee
Fees Based on ICC Class, Occupancy, Square Footage, Valuation: Plan Check / Inspection / Permit combined					
Commercial - New					
1,001 - 5,000 SF	Base	$2,925	$2,957	$2,957	User Fee
Each Addl 100 SF	Each Addl 100 SF	$26.92	$33.87	$33.87	User Fee
5,001 - 10,000 SF	Base	$4,002	$4,312	$4,312	User Fee
Each Addl 100 SF	Each Addl 100 SF	$30.89	$56.50	$56.50	User Fee
10,001 - 20,000 SF	Base	$5,546	$7,137	$7,137	User Fee
Each Addl 100 SF	Each Addl 100 SF	$20.99	$45.03	$45.03	User Fee
20,001 - 50,000 SF	Base	$7,645	$11,640	$11,640	User Fee
Each Addl 100 SF	Each Addl 100 SF	$9.10	$24.88	$24.88	User Fee
50,001 - 100,000 SF	Base	$10,375	$19,105	$19,105	User Fee
Each Addl 100 SF	Each Addl 100 SF	$6.26	$19.10	$19.10	User Fee
100,001+ SF	Base	$13,507	$28,656	$28,656	User Fee
Each Addl 100 SF	Each Addl 100 SF	$8.37	$9.55	$9.55	User Fee
Tenant Improvements					
1 - 800 SF	Base	$1,892	$1,912	$1,912	User Fee
Each Addl 100 SF	Each Addl 100 SF	$47.58	$59.49	$59.49	User Fee
801 - 1,250 SF	Base	$2,273	$2,388	$2,388	User Fee
Each Addl 100 SF	Each Addl 100 SF	$89.42	$427.28	$427.28	User Fee
1,251 - 2,500 SF	Base	$2,675	$4,311	$4,311	User Fee
Each Addl 100 SF	Each Addl 100 SF	$54.81	$226.04	$226.04	User Fee
2,501 - 5,000 SF	Base	$3,360	$7,137	$7,137	User Fee
Each Addl 100 SF	Each Addl 100 SF	$26.97	$80.78	$80.78	User Fee
5,001 - 12,500 SF	Base	$4,035	$9,156	$9,156	User Fee
Each Addl 100 SF	Each Addl 100 SF	$9.43	$31.03	$31.03	User Fee
12,501+ SF	Base	$4,742	$11,483	$11,483	User Fee
Each Addl 100 SF	Each Addl 100 SF	$12.72	$15.52	$15.52	User Fee
Industrial - New					
1,001 - 5,000 SF	Base	$2,632	$2,890	$2,890	User Fee
Each Addl 100 SF	Each Addl 100 SF	$17.67	$34.69	$34.69	User Fee
5,001 - 10,000 SF	Base	$3,339	$4,277	$4,277	User Fee
Each Addl 100 SF	Each Addl 100 SF	$20.01	$42.87	$42.87	User Fee
10,001 -20,000 SF	Base	$4,339	$6,421	$6,421	User Fee
Each Addl 100 SF	Each Addl 100 SF	$13.05	$59.29	$59.29	User Fee
20,001 50,000 SF	Base	$5,644	$12,350	$12,350	User Fee
Each Addl 100 SF	Each Addl 100 SF	$4.28	$23.56	$23.56	User Fee
50,001 100,000 SF	Base	$6,927	$19,417	$19,417	User Fee
Each Addl 100 SF	Each Addl 100 SF	$4.26	$11.85	$11.85	User Fee
100,001+ SF	Base	$9,059	$25,339	$25,339	User Fee
Each Addl 100 SF	Each Addl 100 SF	$5.52	$5.92	$5.92	User Fee

Residential- New (single or multi family- per dwelling unit)					
1 - 800 SF	Base	$2,512	$2,520	$2,520	User Fee
Each Addl 100 SF	Each Addl 100 SF	$24.47	$34.76	$34.76	User Fee
801 - 1,200 SF	Base	$2,708	$2,798	$2,798	User Fee
Each Addl 100 SF	Each Addl 100 SF	$67.97	$210.88	$210.88	User Fee
1,201 - 2,000 SF	Base	$2,980	$3,642	$3,642	User Fee
Each Addl 100 SF	Each Addl 100 SF	$43.50	$117.35	$117.35	User Fee
2,001 - 3,000SF	Base	$3,328	$4,580	$4,580	User Fee
Each Addl 100 SF	Each Addl 100 SF	$44.59	$207.76	$207.76	User Fee
3,001 - 4,000 SF	Base	$3,774	$6,658	$6,658	User Fee
Each Addl 100 SF	Each Addl 100 SF	$63.08	$147.38	$147.38	User Fee
4,001 6,000 SF	Base	$4,404	$8,132	$8,132	User Fee
Each Addl 100 SF	Each Addl 100 SF	$41.33	$116.38	$116.38	User Fee
6,001 - 10,000 SF	Base	$5,231	$10,459	$10,459	User Fee
Each Addl 100 SF	Each Addl 100 SF	$23.11	$58.80	$58.80	User Fee
10,001+ SF	Base	$6,155	$12,812	$12,812	User Fee
Each Addl 100 SF	Each Addl 100 SF	$31.19	$29.40	$29.40	User Fee
Residential- Production Phase					
1 - 800 SF	Base	$2,212	$2,223	$2,223	User Fee
Each Addl 100 SF	Each Addl 100 SF	$28.00	$30.86	$30.86	User Fee
801 -1,200 SF	Base	$2,436	$2,470	$2,470	User Fee
Each Addl 100 SF	Each Addl 100 SF	$7.61	$32.10	$32.10	User Fee
1,201 - 2,000 SF	Base	$2,466	$2,598	$2,598	User Fee
Each Addl 100 SF	Each Addl 100 SF	$60.36	$48.88	$48.88	User Fee
2,001 - 3,000 SF	Base	$2,949	$2,989	$2,989	User Fee
Each Addl 100 SF	Each Addl 100 SF	$27.19	$49.38	$49.38	User Fee
3,001 - 4,000 SF	Base	$3,221	$3,483	$3,483	User Fee
Each Addl 100 SF	Each Addl 100 SF	$53.72	$52.98	$52.98	User Fee
4,001 - 6,000 SF	Base	$3,758	$4,013	$4,013	User Fee
Each Addl 100 SF	Each Addl 100 SF	$39.26	$25.66	$25.66	User Fee
6,001 - 10,000 SF	Base	$4,544	$4,526	$4,526	User Fee
Each Addl 100 SF	Each Addl 100 SF	$19.25	$16.42	$16.42	User Fee
10,001+ SF	Base	$5,314	$5,183	$5,183	User Fee
Each Addl 100 SF	Each Addl 100 SF	$1.27	$5.24	$5.24	User Fee
Residential- Addition (single or multi family)					
1 - 300 SF	Base	$1,740	$1,745	$1,745	User Fee
Each Addl 100 SF	Each Addl 100 SF	$43.50	$92.44	$92.44	User Fee
301 - 500 SF	Base	$1,871	$2,022	$2,022	User Fee
Each Addl 100 SF	Each Addl 100 SF	$184.88	$329.77	$329.77	User Fee
501 - 800 SF	Base	$2,240	$2,681	$2,681	User Fee
Each Addl 100 SF	Each Addl 100 SF	$101.50	$250.38	$250.38	User Fee
801 -1,500 SF	Base	$2,545	$3,433	$3,433	User Fee
Each Addl 100 SF	Each Addl 100 SF	$63.70	$110.39	$110.39	User Fee
1,501 - 2,000 SF	Base	$2,991	$4,205	$4,205	User Fee
Each Addl 100 SF	Each Addl 100 SF	$91.35	$189.53	$189.53	User Fee
2,001+ SF	Base	$3,447	$5,153	$5,153	User Fee

Each Addl 100 SF	Each Addl 100 SF	$122.82	$94.77	$94.77	User Fee
Residential- Remodel (single or multi family)					
1 - 300 SF	Base	$1,327	$1,351	$1,351	User Fee
Each Addl 100 SF	Each Addl 100 SF	$18.13	$46.22	$46.22	User Fee
301 -500 SF	Base	$1,381	$1,490	$1,490	User Fee
Each Addl 100 SF	Each Addl 100 SF	$119.63	$160.93	$160.93	User Fee
501 - 800 SF	Base	$1,620	$1,812	$1,812	User Fee
Each Addl 100 SF	Each Addl 100 SF	$39.88	$188.48	$188.48	User Fee
801 1- 1,500 SF	Base	$1,740	$2,377	$2,377	User Fee
Each Addl 100 SF	Each Addl 100 SF	$38.84	$80.18	$80.18	User Fee
1,501 - 2,000 SF	Base	$2,012	$2,939	$2,939	User Fee
Each Addl 100 SF	Each Addl 100 SF	$21.67	$169.38	$169.38	User Fee
2,001+ SF	Base	$2,153	$3,786	$3,786	User Fee
Each Addl 100 SF	Each Addl 100 SF	$31.08	$33.88	$33.88	User Fee
Shell Buildings					
1 - 1,000 SF	Base	$2,708	$2,750	$2,750	User Fee
Each Addl 100 SF	Each Addl 100 SF	$30.45	$65.58	$65.58	User Fee
1,001 - 5,000 SF	Base	$3,012	$3,405	$3,405	User Fee
Each Addl 100 SF	Each Addl 100 SF	$11.15	$43.64	$43.64	User Fee
5,001 - 10,000 SF	Base	$3,458	$5,151	$5,151	User Fee
Each Addl 100 SF	Each Addl 100 SF	$15.23	$44.70	$44.70	User Fee
10,001 - 20,000 SF	Base	$4,220	$7,386	$7,386	User Fee
Each Addl 100 SF	Each Addl 100 SF	$7.29	$28.73	$28.73	User Fee
20,001 - 50,000 SF	Base	$4,948	$10,259	$10,259	User Fee
Each Addl 100 SF	Each Addl 100 SF	$3.19	$10.19	$10.19	User Fee
50,001+ SF	Base	$5,905	$13,315	$13,315	User Fee
Each Addl 100 SF	Each Addl 100 SF	$4.23	$5.09	$5.09	User Fee
Garage/ Storage/ Workshop U Occ Res/Comm					
1 - 400 SF	Base	$1,055	$1,105	$1,105	User Fee
Each Addl 100 SF	Each Addl 100 SF	$24.47	$58.40	$58.40	User Fee
401 - 600 SF	Base	$1,153	$1,338	$1,338	User Fee
Each Addl 100 SF	Each Addl 100 SF	$59.81	$165.92	$165.92	User Fee
601 - 1,000 SF	Base	$1,272	$1,670	$1,670	User Fee
Each Addl 100 SF	Each Addl 100 SF	$32.63	$130.43	$130.43	User Fee
1,001 - 1,500 SF	Base	$1,403	$2,192	$2,192	User Fee
Each Addl 100 SF	Each Addl 100 SF	$28.28	$96.93	$96.93	User Fee
1,501 - 2,000 SF	Base	$1,544	$2,676	$2,676	User Fee
Each Addl 100 SF	Each Addl 100 SF	$63.77	$75.94	$75.94	User Fee
2,001+ SF	Base	$1,620	$3,056	$3,056	User Fee
Each Addl 100 SF	Each Addl 100 SF	$84.57	$37.97	$37.97	User Fee
Surcharges					
General Plan Maintenance Fee	% of Permit Fee	$75.00	6.88%	6.88%	User Fee
Technology Surcharge	% of Permit Fee	2.50%	6%	6%	User Fee
Misc Electric: Electric Utility Fees					
Panel Upgrade					
Single Phase Panel Upgrade up to 225A (120V/240V) - OH	Each	Variable	$2,336	$2,336	User Fee

Single Phase Panel Upgrade up to 225A (120V/240V) - UG	Each	Variable	$2,336	$2,336	User Fee
Single Phase Panel Upgrade up to 225A (120V/208V) - OH	Each	Variable	$2,336	$2,336	User Fee
Single Phase Panel Upgrade up to 225A (120V/208V) - UG	Each	Variable	$2,336	$2,336	User Fee
Single Phase Panel Upgrade 225A to 400A (120V/240V) - OH	Each	Variable	$2,449	$2,449	User Fee
Single Phase Panel Upgrade 225A to 400A (120V/240V) - UG	Each	Variable	$2,449	$2,449	User Fee
Single Phase Panel Upgrade 225A to 400A (120V/208V) - OH	Each	Variable	$2,449	$2,449	User Fee
Single Phase Panel Upgrade 225A to 400A (120V/208V) - UG	Each	Variable	$2,449	$2,449	User Fee
New Electric Service					
Single Phase:					
Single Phase Electric Service up to 225A (120V/240V) - OH	Each	T&M	$2,336	$2,336	User Fee
Single Phase Electric Service up to 225A (120V/240V) - UG	Each	T&M	$2,336	$2,336	User Fee
Single Phase Electric Service up to 225A (120V/208V) - OH	Each	T&M	$2,573	$2,573	User Fee
Single Phase Electric Service up to 225A (120V/208V) - UG	Each	T&M	$2,573	$2,573	User Fee
Single Phase Electric Service 225A to 400A (120V/240V) - OH	Each	T&M	$2,449	$2,449	User Fee
Single Phase Electric Service 225A to 400A (120V/240V) - UG	Each	T&M	$2,449	$2,449	User Fee
Single Phase Electric Service 225A to 400A (120V/208V) - OH	Each	T&M	$2,573	$2,573	User Fee
Single Phase Electric Service 225A to 400A (120V/208V) - UG	Each	T&M	$2,573	$2,573	User Fee
Three Phase:					
Three Phase Electric Service 0A to 400A (120V/208V) - OH	Each	T&M	$3,796	$3,796	User Fee
Three Phase Electric Service 0A to 400A (120V/208V) - UG	Each	T&M	$3,796	$3,796	User Fee
Three Phase Electric Service 0A to 400A (277V/480V) - OH	Each	T&M	$3,796	$3,796	User Fee
Three Phase Electric Service 0A to 400A (277V/480V) - UG	Each	T&M	$3,796	$3,796	User Fee
Three Phase Electric Service 400A to 800A (277V/480V) - OH	Each	T&M	$3,796	$3,796	User Fee
Three Phase Electric Service 400A to 800A (277V/480V) - UG	Each	T&M	$3,796	$3,796	User Fee
Three Phase Electric Service 800A to 4000A (277V/480V) - OH	Each	T&M	$4,272	$4,272	User Fee
Three Phase Electric Service 800A to 4000A (277V/480V) - UG	Each	T&M	$4,272	$4,272	User Fee
Temporary Electrical Service (Construction Purposes ONLY)					
Single Phase Temporary Electric Service up to 225A (120V/240V) - OH	Each	T&M	$1,484	$1,484	User Fee
Single Phase Temporary Electric Service up to 225A (120V/240V) - UG	Each	T&M	$1,484	$1,484	User Fee
Distribution Line Extensions					
Distribution Line Extension/Relocation (1 to 10 Units) - OH	Each	Modified	$2,987	$2,987	User Fee
Distribution Line Extension/Relocation (1 to 10 Units) - UG (Rule 15)	Each	Modified	$2,987	$2,987	User Fee
Distribution Line Extension/Relocation (10+ Units) - OH	Each	Modified	$5,975	$5,975	User Fee
Distribution Line Extension/Relocation (10+ Units) - UG (Rule 15)	Each	Modified	$5,975	$5,975	User Fee
Distribution Line Extension/Relocation OH to UG Conversion (Rule 20)	Each	Modified	$6,473	$6,473	User Fee
Service Line Extensions					
Service Line Extension/Relocation (1 to 10 Units) - OH	Each	$1,700	$1,445	$1,445	User Fee
Service Line Extension/Relocation (1 to 10 Units) - UG (Rule 16)	Each	$1,700	$1,445	$1,445	User Fee
Service Line Extension/Relocation (10+ Units) - OH	Each	T&M	$2,987	$2,987	User Fee
Service Line Extension/Relocation (10+ Units) - UG (Rule 16)	Each	T&M	$2,987	$2,987	User Fee
Service Line Extension/Relocation OH to UG Conversion (Rule 20)	Each	T&M	$3,686	$3,686	User Fee
Engineering Review / Plan Check					
Preliminary Electric Service Assessment	Each	$238	$1,395	$1,395	User Fee
Plan Check:					
Basic/Minor	Each	New	$1,271	$1,271	User Fee
Advanced/Major	Each	New	$3,714	$3,714	User Fee

Master Subdivision/Subdivision	Each	New	$2,318	$2,318	User Fee
Additional Plan Check (After 2nd Review):					
Basic/Minor	Each	$119	$461	$461	User Fee
Advanced/Major	Each	$119	$1,383	$1,383	User Fee
Master Subdivision/Subdivision	Each	$119	$922	$922	User Fee
Solar Application Review and Plan Check:					
Basic/Minor	Each	$136	$1,897	$1,897	User Fee
Advanced/Major	Each	$136	$2,647	$2,647	User Fee
Master Subdivision/Subdivision	Each	$136	$3,236	$3,236	User Fee
Additional Solar Plan Check (After 2nd Review):					
Basic/Minor	Each	$61	$666	$666	User Fee
Advanced/Major	Each	$61	$881	$881	User Fee
Master Subdivision/Subdivision	Each	$61	$1,030	$1,030	User Fee
Distribution Line Extension/Relocation:					
1 to 10 Units - Planning	Each	T&M	$1,398	$1,398	User Fee
1 to 10 Units - Engineering	Each	T&M	$698	$698	User Fee
10+ Units - Planning	Each	T&M	$2,796	$2,796	User Fee
10+ Units - Engineering	Each	T&M	$1,397	$1,397	User Fee
OH to UG Conversion - Planning	Each	T&M	$2,796	$2,796	User Fee
OH to UG Conversion - Engineering	Each	T&M	$1,895	$1,895	User Fee
Misc Electric Utility / Penalty Fees					
Customer Requested Electric Operations Service Call "Trip Charge"	Each	$125	$170	$170	User Fee
Service Line Disconnection:					
Overhead	Each	$559	$675	$675	User Fee
Underground	Each	$559	$675	$675	User Fee
Service Line Reconnection:					
Overhead	Each	$262	$675	$675	User Fee
Underground	Each	$262	$675	$675	User Fee
Distribution Line Disconnection:					
Overhead	Each	New	$1,033	$1,033	User Fee
Underground	Each	New	$1,033	$1,033	User Fee
Distribution Line Reconnection:					
Overhead	Each	New	$1,271	$1,271	User Fee
Underground	Each	New	$1,271	$1,271	User Fee
Service Turn On:					
Single Phase/Commercial Self Cont Remote	Each	Modified	$39	$39	User Fee
Single Phase/Commercial Self Cont in the Field	Each	Modified	$197	$197	User Fee
3 Phase Self Cont	Each	Modified	$295	$295	User Fee
Single Phase & 3 Phase CT Rated	Each	Modified	$295	$295	User Fee
Site / Panel Investigation	Each	New	$676	$676	User Fee
Meter Test - 2nd Request within One Year:					
Single Phase	Each	$182	$367	$367	User Fee
3 Phase	Each	$182	$709	$709	User Fee
Meter Changeout - Customer Required:					
Single Phase	Each	$307	$341	$341	User Fee
3 Phase	Each	$596	$625	$625	User Fee

Trespass / Diversion:					
1st Offense	Each	$250	$1,399	$1,399	User Fee
2nd Offense	Each	$350	$1,399	$1,399	User Fee
Inspections					
General	Each	$153	$676	$676	User Fee
Trench / Conduit	Each	$153	$795	$795	User Fee
Mandrel	Each	$153	$795	$795	User Fee
Substructure	Each	$153	$795	$795	User Fee
Structure / Equipment	Each	$153	$795	$795	User Fee
Solar:					
Single Phase	Each	$153	$849	$849	User Fee
3 Phase	Each	$153	$1,077	$1,077	User Fee
ENGINEERING					
Land Development Fees					
Specific Plan	Deposit	$3,871	Refer to Planning Deposit	Refer to Planning Deposit	User Fee
Specific Plan Amendment	Deposit	$2,540	Refer to Planning Deposit	Refer to Planning Deposit	User Fee
E.I.R	Deposit	$2,862	Refer to Planning Deposit	Refer to Planning Deposit	User Fee
Drainage Study (Preliminary and Final)					
Under 10 Acres	Each	Modified	$5,761	$5,761	User Fee
10 Acres or Greater	Each	Modified	$10,711	$10,711	User Fee
Revisions	Each	Modified	$2,923	$2,923	User Fee
4th Review (Or Additional)	Each	Modified	$1,862	$1,862	User Fee
Water Quality Management Plan (Preliminary and Final)					
Under 10 Acres	Each	Modified	$3,609	$3,609	User Fee
10 Acres or Greater	Each	Modified	$5,859	$5,859	User Fee
Revisions	Each	Modified	$1,711	$1,711	User Fee
4th Review (Or Additional)	Each	Modified	$1,187	$1,187	User Fee
Traffic Study Screening Memo	Each	New	$1,179	$300	User Fee
Traffic Study Scoping Agreement	Each	New	$2,164	$2,164	User Fee
Traffic Impact Analysis	Deposit	$2,504	$4,630	$4,630	User Fee
Soils Report	Each	$2,742	$3,373	$3,373	User Fee
Tentative Parcel Map					
Base	Each	$1,843	$8,715	$8,715	User Fee
Per Sheet	Per Sheet (max size is 36x48)	New	$2,250	$2,250	User Fee
4th Review (Or Additional)	Per Sheet	New	$750	$750	User Fee
Tentative Tract Map					
Base	Each	$2,531	$8,715	$8,715	User Fee
Per Sheet	Per Sheet	New	$3,375	$3,375	User Fee
4th Review (Or Additional)	Per Sheet	New	$1,125	$1,125	User Fee
Site Plan					
Residential	Each	$289	$1,902	$1,902	User Fee
Multi-Family and Other Non-Residential	Each	$289	$4,501	$4,501	User Fee
4th Review (Or Additional)	Per Sheet	New	$1,500	$1,500	User Fee
Preliminary Grading Plan					

Under 10 Acres	Each	New	$6,814	$6,814	User Fee
10 Acres or Greater	Each	New	$12,650	$12,650	User Fee
Revisions	Each	New	$3,493	$3,493	User Fee
4th Review (Or Additional)	Each	New	$4,053	$4,053	User Fee
Utility Site Plan					
Under 10 Acres	Each	New	$3,555	$3,555	User Fee
10 Acres or Greater	Each	New	$5,968	$5,968	User Fee
Revisions	Each	New	$1,918	$1,918	User Fee
4th Review (Or Additional)	Each	New	$2,543	$2,543	User Fee
Water Supply Verification / Assessment (WSA)	Deposit	New	Actual Cost + 10%	Actual Cost + 10%	User Fee
Sewer Availability Verification / Assessment	Deposit	New	Actual Cost + 10%	Actual Cost + 10%	User Fee
Reclaimed Water	Deposit	New	Actual Cost + 10%	Actual Cost + 10%	User Fee
Sewer Waste Survey	Each	New	$939	$939	User Fee
Conceptual Landscape Plan Review	Each	New	$663	$663	User Fee
Flood Zone Development Review	Each	$705	$2,165	$2,165	User Fee
Consultant Service	Deposit	$184 + Consultant's Fee	Actual Cost + 15%	Actual Cost + 15%	User Fee
Final Map/Easement Review					
Final Map:					
Base	Base	New	$5,186	$5,186	User Fee
Per Lot	Per Lot	New	$300	$300	User Fee
Fourth or Subsequent Review	Per Sheet	New	$689	$689	User Fee
Amended Final Map	Per Sheet	$932	$4,273	$4,273	User Fee
Condominium Plan	Each	$1,023	Actual Cost + 15%	Actual Cost + 15%	User Fee
Certificate of Correction	Each	$836	$1,049	$1,049	User Fee
Certificate of Compliance	Each	$653	$4,596	$4,596	User Fee
Dedication Document (ROW or Easement)	Each	$224	$5,250	$2,625	User Fee
Street Vacation	Each	$435	$5,250	$2,625	User Fee
Lot Line Adjustment	Each	$619	$5,250	$2,625	User Fee
Lot Merger	Each	$619	$5,250	$2,625	User Fee
Consultant Service	Deposit	$183 + Consultant's Fee	Actual Cost + 15%	Actual Cost + 15%	User Fee
Plan Review					
Grading:					
Base	Base	Modified	$3,209	$3,209	User Fee
Per Sheet	Per Sheet	Modified	$1,045	$1,045	User Fee
Precise Grading:					
Base	Base	Modified	$4,254	$4,254	User Fee
Per Sheet	Per Sheet	Modified	$1,913	$1,913	User Fee
Erosion Control (If Separate from Grading Plan):					
Base	Base	New	$2,347	$2,347	User Fee
Per Sheet	Per Sheet	New	$300	$300	User Fee
Improvement Plan Review (Street, Signing and Striping, Traffic Signal, Traffic Control, Storm Drain, Channel, Sewer, Water, Non-Potable Water, Landscap					
Base	Base	Modified	$4,949	$4,949	User Fee
Per Sheet	Per Sheet	Modified	$573	$573	User Fee
Plan Revisions:					

Base	Base	New	$1,154	$1,154	User Fee
Per Sheet	Per Sheet	New	$1,393	$1,393	User Fee
Fourth or Subsequent Review	Per Sheet	New	$464	$464	User Fee
Other Improvement Plans: As Directed by City Engineer	Deposit	New	Actual Cost + 15%	Actual Cost + 15%	User Fee
Grading Permit Fees (Mass, Rough, Stockpile, Borrow)					
Grading Permit:					
51-100 CY	Each	$45	$975	$975	User Fee
101-1,000 CY					
Base	Base	$45	$1,412	$1,412	User Fee
For Every 100 CY or Fraction Thereof	Each 100CY	$21	$57	$57	User Fee
1,001-10,000 CY					
Base	Base	$230	$1,923	$1,923	User Fee
For Every 1,000 CY or Fraction Thereof	Each 1,000CY	$25	$74	$74	User Fee
10,001-100,000 CY					
Base	Base	$380	$2,585	$2,585	User Fee
For Every 10,000 CY or Fraction Thereof	Each 10,000CY	$75	$175	$175	User Fee
100,001 or more CY					
Base	Base	$1,075	$4,163	$4,163	User Fee
For Every 100,000 CY or Fraction Thereof	Each 100,000CY	$85	$132	$132	User Fee
Encroachment Permit Fees					
Encroachment Permit	Each	$352	$1,643	$400	User Fee
Excavation Permit	Each	New	$1,643	$400	User Fee
Demolition	Each	New	$1,643	$400	User Fee
Curb & Gutter:					
<100 ft.	Base	$60	$496	$496	User Fee
>100 ft.	Per 100 ft	$43	$188	$188	User Fee
Sidewalk:					
<400 sq. ft	Base	$60	$456	$456	User Fee
>400 sq. ft	Per 100 ft	$19	$148	$148	User Fee
Pavement:					
<1,000 ft.	Base	$120	$556	$556	User Fee
Each Additional 1,000 ft.	Each Add'l 1,000 Ft.	$95	$248	$248	User Fee
Driveway Approach:					
Residential	Each	$60	$620	$620	User Fee
Commercial	Each	$81	$660	$660	User Fee
Wheelchair Ramp	Each	$60	$536	$536	User Fee
Cross Gutter / Spandrel	Each	$103	$496	$496	User Fee
Sewer main, storm drain, water main:					
<50 ft.	Base	$82	$716	$716	User Fee
>50 ft.	Per 50 LF	$43	$377	$377	User Fee
Sewer Lateral	Each	$60	$815	$815	User Fee
Water Service	Each	$60	$617	$617	User Fee
Sewer Manhole	Each	$81	$737	$737	User Fee
Sewer Clean Out	Each	$82	$557	$557	User Fee

Water Line Hot Tap	Each	$174	$815	$815	User Fee
Storm Drain Inlet:					
Storm Drain Inlet	Each	$189	$868	$868	User Fee
Storm Drain Connector Pipe	Each	$145	$748	$748	User Fee
Parkway Drain	Each	$81	$748	$748	User Fee
Fire Hydrant	Each	$270	$776	$776	User Fee
Air Vac Blow Off	Each	$103	$656	$656	User Fee
Street Tree	Each	$60	$368	$368	User Fee
Street Name & Traffic Sign	Each	$60	$368	$368	User Fee
Inspections					
Industrial Waste Inspection	Each	$175	$175	$175	User Fee
NPDES Inspection / Reinspection - (Grading)	Per Acre	Modified	$594	$594	User Fee
NPDES Inspection / Reinspection - (Stormwater Compliance)					
Commercial Food Facilities and Non-IG Permit Inspections	Per Inspection	New	$331	$331	User Fee
IG Permit Facilities, Businesses, and SB205 Compliance	Per Inspection	New	$394	$394	User Fee
Reinspection Charge	Per Inspection	New	$257	$257	User Fee
Overtime Inspection	Per Hour	1.5 x time spent	$266	$266	User Fee
Re-Inspection Fee	Per Hour	$154	$239	$239	User Fee
Inspections - Subdivision Developments	% of Est. Constr. Cost	4%	4%	4%	User Fee
Miscellaneous Fees					
Reimbursement Agreement	Each	$1,056	$2,658	$2,658	User Fee
Technology Surcharge	% of Total Fees	2.5%	6.0%	6.0%	User Fee
Appeals to City Council or Planning Commission	Each	$543	$1,422	$1,422	User Fee
Public Right of Way Items					
Over sized/weight permit (Caltrans Rate):					
Single Trip	Per Trip	$16	$16	$16	User Fee
Annual	Each	$90	$90	$90	User Fee
Penalty for Work w/o Permit	Each	$244	2x Permit Fees	2x Permit Fees	User Fee
Dumpster / POD in Public ROW	Each	New	$331	$331	User Fee
Street Closure	Each	New	$557	$557	User Fee
Special District Annexation	Deposit	New	Actual Cost + 15%	Actual Cost + 15%	User Fee
Fee for Services Not Specified Above	Per Hour	New	$294	$294	User Fee
FILM PERMITS					
Film Permit Fee					
Minor Impact	Each	$300	$1,024	$1,024	User Fee
Moderate Impact	Each	$300	$2,277	$2,277	User Fee
High Impact	Each	$300	$4,742	$4,742	User Fee
FINANCE					
Document Printing / Photocopying Fees:					
Black & White	Per Copy	$0.25	$0.25	$0.25	GOV § 6253(b)
Color	Per Copy	$0.35	$0.35	$0.35	GOV § 6253(b)
Oversized (maps)	Each	Actual Cost	$0.00	$0.00	GOV § 6253(b)
Bound Document Fees:					
Binding Materials	Each	$1.00	$1.00	$1.00	GOV § 6253(b)

Per Page Charge					
Black & White	Per Copy	$0.25	$0.25	$0.25	GOV § 6253(b)
Color	Per Copy	$0.35	$0.35	$0.35	GOV § 6253(b)
Document Certification	Each	Modified	$15.00	$15.00	GOV § 8223 (b)
Postage	Each	Actual Cost	$0.00	$0.00	User Fee
Return Check Processing:					
1st Check	Each	$25	$25	$25	CIV § 1719(a)
2nd Check	Each	$25	$35	$35	CIV § 1719(a)
Digital Copy of any City live broadcast	Each per DVD	$7	$7	$7	GOV § 6253.9(a)
FIRE					
FIRE FEES FOR SPRINKLER PERMITS (FSS, FSD, FMS)					
New 13, 13R Fire Sprinkler System plan check (base fee)	Each	$662	$719	$719	User Fee
New 13, 13R Fire Sprinkler System inspection (per sprinkler head)	Per Sprinkler Head	$7	$10	$10	User Fee
New 13D Fire Sprinkler System plan check (base fee)	Each	$284	$308	$308	User Fee
New 13D Fire Sprinkler System inspection (per sprinkler head) (each separate plan type)	Per Sprinkler Head	$7	$10	$10	User Fee
TI 13, 13R Fire Sprinkler System plan check (base fee)	Each	$473	$513	$513	User Fee
TI 13, 13R Fire Sprinkler System inspection (per sprinkler head)	Per Sprinkler Head	$7	$10	$10	User Fee
TI 13D Fire Sprinkler System plan check (base fee)	Each	$237	$256	$256	User Fee
TI 13D Fire Sprinkler System inspection (per sprinkler head)	Per Sprinkler Head	$7	$10	$10	User Fee
Construction Reinspection Fee (per hour)	Per Hour	$189	$205	$205	User Fee
Alternate methods and materials (initial - 4 hrs. min.)	Each	$756	$822	$822	User Fee
Additional Alternate methods and materials Plan Review (per hour)	Per Hour	$189	$205	$205	User Fee
Consultant Fire Plan Review	Deposit	Actual Cost + 20%	Actual Cost + 15%	Actual Cost + 15%	User Fee
Misc./Over the Counter/ Revisions (per hour)	Per Hour	$189	$205	$205	User Fee
3rd review and subsequent submittals (per hour)	Per Hour	$189	$205	$205	User Fee
Expedited / Overtime Plan Review (per hour)	Per Hour	$284	$308	$308	User Fee
Expedited / Overtime Inspection (per hour)	Per Hour	$284	$308	$308	User Fee
Work without Permit (PENALTY)	Each	$378	$411	$411	User Fee
FIRE FEES FOR ALARM PERMITS (FAL)					
New Fire Alarm System plan check (base fee)	Each	$662	$719	$719	User Fee
New Fire Alarm System inspection (per initiating or notification device)	Per Device	$7	$10	$10	User Fee
TI Fire Alarm System Plan Check (base fee)	Each	$473	$513	$513	User Fee
TI Fire Alarm System Inspection (per initiating or notification device)	Per Device	$7	$10	$10	User Fee
Monitoring Only Plan Check (or Communicator upgrade per unit)	Per Unit	$189	$205	$205	User Fee
Monitoring Only Inspection (or Communicator upgrade per unit)	Per Unit	$189	$205	$205	User Fee
Construction Reinspection Fee (per hour)	Per Hour	$189	$205	$205	User Fee
Alternate methods and materials (initial - 4 hrs. min.)	Each	$756	$822	$822	User Fee
Additional Alternate methods and materials Plan Review (per hour)	Per Hour	$189	$205	$205	User Fee
Consultant Fire Plan Review	Deposit	Actual Cost + 20%	Actual Cost + 15%	Actual Cost + 15%	User Fee
Misc./Over the Counter/ Revisions (per hour)	Per Hour	$189	$205	$205	User Fee
3rd review and subsequent submittals (per hour)	Per Hour	$189	$205	$205	User Fee
Expedited / Overtime Plan Review (per hour)	Per Hour	$284	$308	$308	User Fee
Expedited / Overtime Inspection (per hour)	Per Hour	$284	$308	$308	User Fee
Work without Permit (PENALTY)	Each	$378	$411	$411	User Fee
FIRE FEES FOR WATER SYSTEM PERMITS (FWT)					
Underground plan check (per connection ie hydrant and/or riser)	Per Connection	$284	$308	$308	User Fee

Underground inspection (per connection ie hydrant and/or riser)	Per Connection	$378	$411	$411	User Fee
Fire Pump plan check	Each	$567	$616	$616	User Fee
Fire Pump inspection	Each	$473	$513	$513	User Fee
Aboveground Temporary Tank plan check	Each	$284	$308	$308	User Fee
Aboveground Temporary Tank inspection	Each	$284	$308	$308	User Fee
Emergency Underground Repair plan check	Each	$284	$308	$308	User Fee
Emergency Underground Repair inspection	Each	$567	$616	$616	User Fee
Standpipes/Hose valves plan check	Each	$284	$308	$308	User Fee
Standpipes/Hose valves inspection	Each	$378	$411	$411	User Fee
Construction Reinspection Fee (per hour)	Per Hour	$189	$205	$205	User Fee
Alternate methods and materials (initial - 4 hrs. min.)	Each	$756	$822	$822	User Fee
Additional Alternate methods and materials Plan Review (per hour)	Per Hour	$189	$205	$205	User Fee
Consultant Fire Plan Review	Deposit	Actual Cost + 20%	Actual Cost + 15%	Actual Cost + 15%	User Fee
Misc./Over the Counter/ Revisions (per hour)	Per Hour	$189	$205	$205	User Fee
3rd review and subsequent submittals (per hour)	Per Hour	$189	$205	$205	User Fee
Expedited / Overtime Plan Review (per hour)	Per Hour	$284	$308	$308	User Fee
Expedited / Overtime Inspection (per hour)	Per Hour	$284	$308	$308	User Fee
Work without Permit (PENALTY)	Each	$378	$411	$411	User Fee
FIRE FEES FOR PROTECTION SYSTEMS PERMITS (FPS)					
Special Extinguishing System plan check	Each	$520	$565	$565	User Fee
Special Extinguishing System inspection	Each	$284	$308	$308	User Fee
Hood and Duct Extinguishing System plan check (per system)	Per System	$284	$308	$308	User Fee
Hood and Duct Extinguishing System inspection (per system)	Per System	$284	$308	$308	User Fee
Smoke Control - Rationale Analysis and Plan Review	Each	$1,323	$1,439	$1,439	User Fee
Smoke Control System inspection	Each	$1,134	$1,233	$1,233	User Fee
Construction Reinspection Fee (per hour)	Per Hour	$189	$205	$205	User Fee
Alternate methods and materials (initial - 4 hrs. min.)	Each	$756	$822	$822	User Fee
Additional Alternate methods and materials Plan Review (per hour)	Per Hour	$189	$205	$205	User Fee
Consultant Fire Plan Review	Deposit	Actual Cost + 20%	Actual Cost + 15%	Actual Cost + 15%	User Fee
Misc./Over the Counter/ Revisions (per hour)	Per Hour	$189	$205	$205	User Fee
3rd review and subsequent submittals (per hour)	Per Hour	$189	$205	$205	User Fee
Expedited / Overtime Plan Review (per hour)	Per Hour	$284	$308	$308	User Fee
Expedited / Overtime Inspection (per hour)	Per Hour	$284	$308	$308	User Fee
Work without Permit (PENALTY)	Each	$378	$411	$411	User Fee
FIRE FEES FOR OTHER SYSTEMS PERMITS (FOS)					
Industrial Oven plan check (per oven)	Per Oven	$378	$411	$411	User Fee
Industrial Oven inspection (per oven)	Per Oven	$378	$411	$411	User Fee
Dust Collection System plan check	Each	$378	$411	$411	User Fee
Dust Collection System inspection	Each	$378	$411	$411	User Fee
Battery System plan check (Commercial)	Each	$378	$411	$411	User Fee
Battery System inspection (Commercial)	Each	$378	$411	$411	User Fee
Refrigeration System < 500 lbs. plan check	Each	$567	$616	$616	User Fee
Refrigeration System < 500 lbs. inspection	Each	$284	$308	$308	User Fee
Refrigeration System ≥ 500 lbs. plan check	Each	$945	$1,027	$1,027	User Fee
Refrigeration System ≥ 500 lbs. inspection	Each	$567	$616	$616	User Fee
Spray Booths (per booth) plan check	Per Booth	$284	$308	$308	User Fee

Spray Booths (per booth) inspection	Per Booth	$189	$205	$205	User Fee
Gas Systems (Med Gas, Industrial Gas, LPG) plan check	Each	$567	$616	$616	User Fee
Gas Systems (Med Gas, Industrial Gas, LPG) inspection	Each	$378	$411	$411	User Fee
Emergency Responder Radio Coverage plan check	Each	$756	$822	$822	User Fee
Emergency Responder Radio Coverage inspection	Each	$756	$822	$822	User Fee
Construction Reinspection Fee (per hour)	Per Hour	$189	$205	$205	User Fee
Alternate methods and materials (initial - 4 hrs. min.)	Each	$756	$822	$822	User Fee
Additional Alternate methods and materials Plan Review (per hour)	Per Hour	$189	$205	$205	User Fee
Consultant Fire Plan Review	Deposit	Acutal Cost + 20%	Actual Cost + 15%	Actual Cost + 15%	User Fee
Misc./Over the Counter/ Revisions (per hour)	Per Hour	$189	$205	$205	User Fee
3rd review and subsequent submittals (per hour)	Per Hour	$189	$205	$205	User Fee
Expedited / Overtime Plan Review (per hour)	Per Hour	$284	$308	$308	User Fee
Expedited / Overtime Inspection (per hour)	Per Hour	$284	$308	$308	User Fee
Work without Permit (PENALTY)	Each	$378	$411	$411	User Fee
FIRE FEES FOR ACCESS & WATER REVIEWS (FAW, FPP)					
Access and Water Supply plan check	Each	$189	$205	$205	User Fee
Access and Water Supply inspection	Each	$378	$411	$411	User Fee
Fuel Modification Plan check	Each	$378	$411	$411	User Fee
Fuel Modification inspection	Each	$189	$205	$205	User Fee
Construction Reinspection Fee (per hour)	Per Hour	$189	$205	$205	User Fee
Alternate methods and materials (initial - 4 hrs. min.)	Each	$756	$822	$822	User Fee
Additional Alternate methods and materials Plan Review (per hour)	Per Hour	$189	$205	$205	User Fee
Consultant Fire Plan Review	Deposit	Actual Cost + 20%	Actual Cost + 15%	Actual Cost + 15%	User Fee
Misc./Over the Counter/ Revisions (per hour)	Per Hour	$189	$205	$205	User Fee
3rd review and subsequent submittals (per hour)	Per Hour	$189	$205	$205	User Fee
Expedited / Overtime Plan Review (per hour)	Per Hour	$284	$308	$308	User Fee
Expedited / Overtime Inspection (per hour)	Per Hour	$284	$308	$308	User Fee
Work without Permit (PENALTY)	Each	$378	$411	$411	User Fee
FIRE FEES FOR HAZ MAT PERMITS (FHM)					
Haz-Mat Chem Class <10 Chemicals plan check	Each	$284	$308	$308	User Fee
Haz-Mat Chem Class<10 Chemicals inspection	Each	$189	$205	$205	User Fee
Haz-Mat Chem Class 10 - 25 Chemicals plan check	Each	$473	$513	$513	User Fee
Haz-Mat Chem Class 10 - 25 Chemicals inspection	Each	$284	$308	$308	User Fee
Haz-Mat Chem Class 26 - 100 Chemicals plan check	Each	$756	$822	$822	User Fee
Haz-Mat Chem Class 26 - 100 Chemicals inspection	Each	$473	$513	$513	User Fee
Haz-Mat Chem Class >100 Chemicals plan check	Each	$1,040	$1,130	$1,130	User Fee
Haz-Mat Chem Class >100 Chemicals inspection	Each	$662	$719	$719	User Fee
Underground Storage Tanks plan check (per tank) Installation or Removal	Per Tank	$426	$462	$462	User Fee
Underground Storage Tanks inspection (per tank) Installation or Removal	Per Tank	$189	$205	$205	User Fee
Aboveground Storage Tanks plan check (per tank) Installation or Removal	Per Tank	$426	$462	$462	User Fee
Aboveground Storage Tanks inspection (per tank) Installation or Removal	Per Tank	$189	$205	$205	User Fee
Alterations to gas stations plan check (no tank alterations)	Each	$284	$308	$308	User Fee
Alterations to gas stations inspection (no tank alterations)	Each	$189	$205	$205	User Fee
Construction Reinspection Fee (per hour)	Per Hour	$189	$205	$205	User Fee
Alternate methods and materials (initial - 4 hrs. min.)	Each	$756	$822	$822	User Fee
Additional Alternate methods and materials Plan Review (per hour)	Per Hour	$189	$205	$205	User Fee

Consultant Fire Plan Review	Deposit	Actual Cost + 20%	Actual Cost + 15%	Actual Cost + 15%	User Fee
Misc./Over the Counter/ Revisions (per hour)	Per Hour	$189	$205	$205	User Fee
3rd review and subsequent submittals (per hour)	Per Hour	$189	$205	$205	User Fee
Expedited / Overtime Plan Review (per hour)	Per Hour	$284	$308	$308	User Fee
Expedited / Overtime Inspection (per hour)	Per Hour	$284	$308	$308	User Fee
Work without Permit (PENALTY)	Each	$378	$411	$411	User Fee
FIRE FEES FOR HIGH PILE STORAGE PERMITS (FHP)					
High Pile Storage <12,000 sq. ft. Plan Check	Each	$378	$411	$411	User Fee
High Pile Storage <12,000 sq. ft. Inspection	Each	$378	$411	$411	User Fee
High Pile Storage 12,001 - 50,000 sq. ft. Plan Check	Each	$756	$822	$822	User Fee
High Pile Storage 12,001 - 50,000 sq. ft. Inspection	Each	$756	$822	$822	User Fee
High Pile Storage 50,001 - 100,000 sq. ft. Plan Check	Each	$1,134	$1,233	$1,233	User Fee
High Pile Storage 50,001 - 100,000 sq. ft. Inspection	Each	$1,134	$1,233	$1,233	User Fee
High Pile Storage > 100,000 sq. ft. Plan Check	Each	$1,512	$1,644	$1,644	User Fee
High Pile Storage > 100,000 sq. ft. Inspection	Each	$1,512	$1,644	$1,644	User Fee
Construction Reinspection Fee (per hour)	Per Hour	$189	$205	$205	User Fee
Alternate methods and materials (initial - 4 hrs. min.)	Each	$756	$822	$822	User Fee
Additional Alternate methods and materials Plan Review (per hour)	Per Hour	$189	$205	$205	User Fee
Consultant Fire Plan Review	Deposit	Actual Cost + 20%	Actual Cost + 15%	Actual Cost + 15%	User Fee
Misc./Over the Counter/ Revisions (per hour)	Per Hour	$189	$205	$205	User Fee
3rd review and subsequent submittals (per hour)	Per Hour	$189	$205	$205	User Fee
Expedited / Overtime Plan Review (per hour)	Per Hour	$284	$308	$308	User Fee
Expedited / Overtime Inspection (per hour)	Per Hour	$284	$308	$308	User Fee
Work without Permit (PENALTY)	Each	$378	$411	$411	User Fee
FIRE FEES FOR INSPECTIONS (FIN)					
Residential Care Facility Pre-inspection (6 or less)	Each	$189	$205	$205	User Fee
Residential Day Care Facility 8-14 Fire Clearance	Each	$189	$205	$205	User Fee
Special Event WITH tents and/or canopies >400 sq. ft.	Each	$378	$411	$411	User Fee
Special Event with NO tents and/or canopies	Each	$189	$205	$205	User Fee
Carnivals and Fairs	Each	$378	$411	$411	User Fee
Explosives or Blasting Agents, use, dispose	Each	$378	$411	$411	User Fee
Firework Displays	Each	$1,134	$1,233	$1,233	User Fee
Complaints (not on fee schedule but is documented under this record type)	Each	$0	$102	$0	User Fee
Fire Clearances (not on fee schedule but is documented under this record type for hospital,	Each	$189	$205	$205	User Fee
Hydrant/Control Valve Flow Test	Each	$284	$308	$308	User Fee
Fire Standby (per hour - During work hours)	Per Hour	$189	$205	$205	User Fee
Fire Standby (per hour - During off work hours OVERTIME)	Per Hour	$284	$308	$308	User Fee
Miscellaneous Inspection (uses 1 hour of the hourly rate fee)	Per Hour	$189	$205	$205	User Fee
MISCELLANEOUS FIRE FEES					
Plan Review (per hour) for items not identified on fee schedule	Per Hour	$189	$205	$205	User Fee
Inspection (per hour) for items not identified on fee schedule	Per Hour	$189	$205	$205	User Fee
False Alarm - Commercial / Industrial	Each	$378	$411	$411	User Fee
False Alarm - Residential	Each	$378	$411	$189	User Fee
False Alarm Response (Only applicable after 3rd False Alarm)	Each	New	$411	$411	User Fee
ANNUAL PERMITS					
Business					

A-1 occupancies: Assembly uses, usually with fixed seating, intended for the production an	Per Year	$284	$308	$308	User Fee
A-1 occupancies: Assembly uses, usually with fixed seating, intended for the production an	Per Year	$567	$616	$616	User Fee
A-2 occupancies: Assembly uses intended for food and/or drink consumption <10,000 sq. f	Per Year	$189	$205	$205	User Fee
A-2 occupancies: Assembly uses intended for food and/or drink consumption > 10,000 sq.	Per Year	$284	$308	$308	User Fee
A-3 occupancies: Assembly uses intended for worship, recreation or amusement and other	Per Year	$284	$308	$308	User Fee
A-3 occupancies: Assembly uses intended for worship, recreation or amusement and other	Per Year	$567	$616	$616	User Fee
A-4 occupancies: Assembly uses intended for viewing of indoor sporting events and activiti	Per Year	$284	$308	$308	User Fee
A-4 occupancies: Assembly uses intended for viewing of indoor sporting events and activiti	Per Year	$567	$616	$616	User Fee
A-5 occupancies: Assembly uses intended for participation in or viewing outdoor activities.	Per Year	$284	$308	$308	User Fee
B,F,M or S Occupancies < 3,600 Square Feet	Per Year	$189	$205	$205	User Fee
B,F,M or S Occupancies 3,601 - 50,000 Square Feet	Per Year	$378	$411	$411	User Fee
B,F,M or S Occupancies 50,001 - 350,000 sq. ft.	Per Year	$567	$616	$616	User Fee
B,F,M or S Occupancies > 350,000 sq. ft.	Per Year	$1,134	$1,233	$1,233	User Fee
H or L Occupancy	Per Year	$567	$616	$616	User Fee
2nd Re-Inspection Penalty (Penalty of $189+ reinspection fee $189= $378)	Each	$378	$411	$411	User Fee
3rd + Re-inspection Penalty (Penalty of $200 + reinspection fee $300 = $500)	Each	$500	$543	$543	User Fee
Work without Permit (PENALTY)	Each	$378	$411	$411	User Fee
Multi-Family					
R-1 Occupancy (i.e. hotels, motels) <25 units	Per Year	$567	$616	$616	User Fee
R-1 Occupancy (i.e. hotels, motels) 26-50 units	Per Year	$709	$770	$770	User Fee
R-1 Occupancy (i.e. hotels, motels) 51-75 units	Per Year	$851	$925	$925	User Fee
R-1 Occupancy (i.e. hotels, motels) 76-100 units	Per Year	$993	$1,079	$1,079	User Fee
R-1 Occupancy (i.e. hotels, motels) >100 units	Per Year	$1,134	$1,233	$1,233	User Fee
R-2 Occupancy (i.e. Res Permanent 3+) per unit	Per Year	$48	$51	$48	User Fee
Care Facility Residential State Licensed - 6 or less Pre-inspection Fee	Per Year	$189	$205	$205	User Fee
Care Facility Commercial 0-50 State Licensed	Per Year	$378	$411	$411	User Fee
Care Facility Commercial 51-99 State Licensed	Per Year	$473	$513	$513	User Fee
Care Facility Commercial 100-150 State Licensed	Per Year	$567	$616	$616	User Fee
Care Facility Commercial ≥ 151 State Licensed	Per Year	$756	$822	$822	User Fee
2nd Re-Inspection Penalty (Penalty of $189+ reinspection fee $189= $378)	Each	$378	$411	$411	User Fee
3rd + Re-inspection Penalty (Penalty of $200 + reinspection fee $300 = $500)	Each	$500	$543	$543	User Fee
Work without Permit (PENALTY)	Each	$378	$411	$411	User Fee
State-Mandated					
E Occupancy (Schools) <10,000 sq. ft.	Per Year	$284	$308	$308	User Fee
E Occupancy (Schools) > 10,000 sq. ft.	Per Year	$756	$822	$822	User Fee
Hospitals <10,000 S.F.	Per Year	$284	$308	$308	User Fee
Hospitals > 10,000 S.F.	Per Year	$756	$822	$822	User Fee
Skilled Nursing < 10,000 S.F.	Per Year	$284	$308	$308	User Fee
Skilled Nursing > 10,000 S.F.	Per Year	$756	$822	$822	User Fee
Jail <10,000 S.F.	Per Year	$284	$308	$308	User Fee
Jail > 10,000 S.F.	Per Year	$756	$822	$822	User Fee
High-Rise 75' or more	Per Year	$1,134	$1,233	$1,233	User Fee
Day Care Facilities Residential 8-14 Fire Clearance	Per Year	$189	$205	$205	User Fee
Day Care Facilities Commercial 0-50	Per Year	$189	$205	$205	User Fee
Day Care Facilities Commercial 51-100	Per Year	$378	$411	$411	User Fee
Day Care Facilities Commercial 101-150	Per Year	$430	$462	$462	User Fee

Day Care Facilities Commercial >150	Per Year	$473	$513	$513	User Fee
2nd Re-Inspection Penalty (Penalty of $189+ reinspection fee $189= $378)	Each	$378	$411	$411	User Fee
3rd + Re-inspection Penalty (Penalty of $200 + reinspection fee $300 = $500)	Each	$500	$543	$543	User Fee
Work without Permit (PENALTY)	Each	$378	$411	$411	User Fee
Fire Code Permits (CFC Operational Permits)					
Additive Manufacturing (3D Printing)	Per Year	$189	$205	$205	User Fee
Aerosol Products Level 2 & 3	Per Year	$95	$102	$102	User Fee
Amusement Buildings (Special Amusement Buildings)	Per Year	$284	$308	$308	User Fee
Carnivals and Fairs	Per Year	$95	$102	$102	User Fee
Cellulose Nitrate	Per Year	$95	$102	$102	User Fee
Combustible Dust Producing & Operations	Per Year	$189	$205	$205	User Fee
Combustible Fibers	Per Year	$189	$205	$205	User Fee
Compressed Gases	Per Year	$189	$205	$205	User Fee
Covered and Uncovered Mall Buildings	Per Year	$284	$308	$308	User Fee
Cryogenic Fluids	Per Year	$189	$205	$205	User Fee
Cutting and Welding	Per Year	$95	$102	$102	User Fee
Dry Cleaning Plants 1-2 units	Per Year	$95	$102	$102	User Fee
Dry Cleaning Plants > 2 units	Per Year	$284	$308	$308	User Fee
Energy Storage System	Per Year	$378	$411	$411	User Fee
Exhibits and trade Shows	Per Year	$189	$205	$205	User Fee
Explosives	Per Year	$189	$205	$205	User Fee
Hydrant/Control Valve Flow Test	Per Year	$189	$205	$205	User Fee
Flammable/Combustible Liquids Inside ≥60 Gal.	Per Year	$189	$205	$205	User Fee
Flammable/Combustible Liquids Inside <60 Gal.	Per Year	$95	$102	$102	User Fee
Flammable/Combustible Liquid Outside/Aboveground tank (per tank)	Per Year	$142	$154	$154	User Fee
Flammable/Combustible Liquid Underground Tanks (per tank)	Per Year	$142	$154	$154	User Fee
Fruit and Crop Ripening	Per Year	$142	$154	$154	User Fee
Hazardous Materials	Per Year	$189	$205	$205	User Fee
Hazardous Production Materials	Per Year	$189	$205	$205	User Fee
High-Piled Combustible Stock <12,000 sq. ft.	Per Year	$189	$205	$205	User Fee
High-Piled Combustible Stock 12,000 - 100,000 sq. ft.	Per Year	$473	$513	$513	User Fee
High-Piled Combustible Stock >100,000 sq. ft.	Per Year	$756	$822	$822	User Fee
Hot Work Operations	Per Year	$95	$102	$102	User Fee
Industrial Ovens/Drying	Per Year	$189	$205	$205	User Fee
Lumber yards and woodworking plants	Per Year	$378	$411	$411	User Fee
Liquid or Gas Filled Vehicles in Assemblies	Per Year	$189	$205	$205	User Fee
Liquefied Petroleum Gases	Per Year	$95	$102	$102	User Fee
Magnesium	Per Year	$95	$102	$102	User Fee
Miscellaneous Combustible Storage	Per Year	$189	$205	$205	User Fee
Mobile Fueling of Hydrogen Fueled Vehicles	Per Year	$189	$205	$205	User Fee
Motor vehicle Fuel Dispensing Facilities	Per Year	$189	$205	$205	User Fee
Open Flame and/ or Candles in Assembly Occupancies	Per Year	$95	$102	$102	User Fee
Organic Coatings	Per Year	$189	$205	$205	User Fee
Places of Assembly	Per Year	$189	$205	$205	User Fee
Plant Extraction Systems	Per Year	$189	$205	$205	User Fee
Pyrotechnical Special Effects	Per Year	$756	$822	$822	User Fee

Pyroxylin plastics	Per Year	$189	$205	$205	User Fee
Refrigeration Equipment <500 lbs.	Per Year	$189	$205	$205	User Fee
Refrigeration Equipment ≥500 lbs.	Per Year	$378	$411	$411	User Fee
Repair Garages and Motor Fuel Dispensing Facitlies	Per Year	$189	$205	$205	User Fee
Spray Booths/ Dipping Operations	Per Year	$189	$205	$205	User Fee
Storage of Tires	Per Year	$189	$205	$205	User Fee
Tire Rebuilding Plants	Per Year	$189	$205	$205	User Fee
Waste Handling	Per Year	$95	$102	$102	User Fee
Wood products	Per Year	$95	$102	$102	User Fee
Lithium Batteries	Per Year	$189	$205	$205	User Fee
FIRE BUILDING PERMIT FEES - PLAN CHECK					
Buildings for all Commercial Uses - (The enclosure for all newly constructed or added space for non-residential occupancies classified as CBC Group A, B, E, F, I, M, S, or other commercial occupancies not specifically addressed elsewhere in this Fee Schedule where the interior is completed and occupiable (same fees as shell buildings)					
0-1,999 sq. ft.	Flat	$189	$205	$205	User Fee
2,000-4,999 sq. ft.	Flat	$237	$256	$256	User Fee
5,000-9,999 sq. ft.	Flat	$284	$308	$308	User Fee
10,000-24,999 sq. ft.	Flat	$378	$411	$411	User Fee
25,000-49,999 sq. ft.	Flat	$473	$513	$513	User Fee
50,000+	Base	$473	$513	$513	User Fee
50,000+	Per 1,000 Sq. Ft.	$9	$9	$9	User Fee
Residential and Multifamily Residential Uses - (All newly constructed or added space for residential occupancies classified as CBC Group R , or other residential occupancies not specifically addressed elsewhere in this Fee Schedule)					
0-1,999 sq. ft.	Flat	$189	$205	$205	User Fee
2,000-4,999 sq. ft.	Flat	$237	$256	$256	User Fee
5,000-9,999 sq. ft.	Flat	$284	$308	$308	User Fee
10,000-24,999 sq. ft.	Flat	$378	$411	$411	User Fee
25,000-49,999 sq. ft.	Flat	$473	$513	$513	User Fee
50,000+	Base	$473	$513	$513	User Fee
50,000+	Per 1,000 Sq. Ft.	$9	$9	$9	User Fee
Hazardous Use - (All newly constructed or added space for hazardous use occupancies classified as CBC Group H.					
0-1,999 sq. ft.	Flat	$237	$256	$256	User Fee
2,000-4,999 sq. ft.	Flat	$378	$411	$411	User Fee
5,000-9,999 sq. ft.	Flat	$520	$565	$565	User Fee
10,000-24,999 sq. ft.	Flat	$662	$719	$719	User Fee
25,000-49,999 sq. ft.	Flat	$804	$873	$873	User Fee
50,000+	Base	$804	$873	$873	User Fee
50,000+	Per 1,000 Sq. Ft.	$9	$9	$9	User Fee
Shell Buildings for all Commercial Uses - (The enclosure for all newly constructed or added space for non-residential occupancies classified as CBC Group A, B, E, F, I, M, S, or other commercial occupancies not specifically addressed elsewhere in this Fee Schedule where the interior is not completed or occupiable)					
0-1,999 sq. ft.	Flat	$189	$205	$205	User Fee
2,000-4,999 sq. ft.	Flat	$237	$256	$256	User Fee

5,000-9,999 sq. ft.	Flat	$284	$308	$308	User Fee
10,000-24,999 sq. ft.	Flat	$378	$411	$411	User Fee
25,000-49,999 sq. ft.	Flat	$473	$513	$513	User Fee
50,000+	Base	$473	$513	$513	User Fee
50,000+	Per 1,000 Sq. Ft.	$9	$9	$9	User Fee
Tenant Improvement - (Remodeled space for non-residential occupancies classified as CBC Group A, B, E, F, I, M, R, S, or other commercial occupancies not specifically addressed elsewhere.)					
0-1,999 sq. ft.	Flat	$189	$205	$205	User Fee
2,000-4,999 sq. ft.	Flat	$237	$256	$256	User Fee
5,000-9,999 sq. ft.	Flat	$284	$308	$308	User Fee
10,000-24,999 sq. ft.	Flat	$378	$411	$411	User Fee
25,000-49,999 sq. ft.	Flat	$473	$513	$513	User Fee
50,000+	Base	$473	$513	$513	User Fee
50,000+	Per 1,000 Sq. Ft.	$9	$9	$9	User Fee
Tenant Improvement - Hazardous Use (Remodeled space for non-residential occupancies classified as CBC Group H.					
0-1,999 sq. ft.	Flat	$189	$205	$205	User Fee
2,000-4,999 sq. ft.	Flat	$284	$308	$308	User Fee
5,000-9,999 sq. ft.	Flat	$426	$462	$462	User Fee
10,000-24,999 sq. ft.	Flat	$567	$616	$616	User Fee
25,000-49,999 sq. ft.	Flat	$709	$770	$770	User Fee
50,000+	Base	$709	$770	$770	User Fee
50,000+	Per 1,000 Sq. Ft.	$14	$14	$14	User Fee
SOLAR / PHOTOVOLTAIC (BON / BFR / BRC)					
Residential (Over 20 kw)	Each	$189	$205	$205	User Fee
Commercial	Each	$378	$411	$411	User Fee
Generator / Cell Sites					
Generator / Cell Sites	Each	$189	$205	$205	User Fee
FIRE BUILDING PERMIT FEES - INSPECTION					
Buildings for all Commercial Uses - (The enclosure for all newly constructed or added space for non-residential occupancies classified as CBC Group A, B, E, F, I, M, S, or other commercial occupancies not specifically addressed elsewhere in this Fee Schedule where the interior is completed and occupiable (same fees as shell buildings)					
0-1,999 sq. ft.	Flat	$189	$205	$205	User Fee
2,000-4,999 sq. ft.	Flat	$237	$256	$256	User Fee
5,000-9,999 sq. ft.	Flat	$284	$308	$308	User Fee
10,000-24,999 sq. ft.	Flat	$378	$411	$411	User Fee
25,000-49,999 sq. ft.	Flat	$473	$513	$513	User Fee
50,000+	Base	$473	$513	$513	User Fee
50,000+	Per 1,000 Sq. Ft.	$9	$9	$9	User Fee
Residential and Multifamily Residential Uses - (All newly constructed or added space for residential occupancies classified as CBC Group R , or other residential occupancies not specifically addressed elsewhere in this Fee Schedule)					
0-1,999 sq. ft.	Flat	$189	$205	$205	User Fee
2,000-4,999 sq. ft.	Flat	$237	$256	$256	User Fee

5,000-9,999 sq. ft.	Flat	$284	$308	$308	User Fee
10,000-24,999 sq. ft.	Flat	$378	$411	$411	User Fee
25,000-49,999 sq. ft.	Flat	$473	$513	$513	User Fee
50,000+	Base	$473	$513	$513	User Fee
50,000+	Per 1,000 Sq. Ft.	$9	$9	$9	User Fee
Hazardous Use - (All newly constructed or added space for hazardous use occupancies classified as CBC Group H.					
0-1,999 sq. ft.	Flat	$237	$256	$256	User Fee
2,000-4,999 sq. ft.	Flat	$378	$411	$411	User Fee
5,000-9,999 sq. ft.	Flat	$520	$565	$565	User Fee
10,000-24,999 sq. ft.	Flat	$662	$719	$719	User Fee
25,000-49,999 sq. ft.	Flat	$804	$873	$873	User Fee
50,000+	Base	$804	$873	$873	User Fee
50,000+	Per 1,000 Sq. Ft.	$9	$9	$9	User Fee
Shell Buildings for all Commercial Uses - (The enclosure for all newly constructed or added space for non-residential occupancies classified as CBC Group A, B, E, F, I, M, S, or other commercial occupancies not specifically addressed elsewhere in this Fee Schedule where the interior is not completed or occupiable)					
0-1,999 sq. ft.	Flat	$189	$205	$205	User Fee
2,000-4,999 sq. ft.	Flat	$237	$256	$256	User Fee
5,000-9,999 sq. ft.	Flat	$284	$308	$308	User Fee
10,000-24,999 sq. ft.	Flat	$378	$411	$411	User Fee
25,000-49,999 sq. ft.	Flat	$473	$513	$513	User Fee
50,000+	Base	$473	$513	$513	User Fee
50,000+	Per 1,000 Sq. Ft.	$9	$9	$9	User Fee
Tenant Improvement - (Remodeled space for non-residential occupancies classified as CBC Group A, B, E, F, I, M, R, S, or other commercial occupancies not specifically addressed elsewhere.)					
0-1,999 sq. ft.	Flat	$189	$205	$205	User Fee
2,000-4,999 sq. ft.	Flat	$237	$256	$256	User Fee
5,000-9,999 sq. ft.	Flat	$284	$308	$308	User Fee
10,000-24,999 sq. ft.	Flat	$378	$411	$411	User Fee
25,000-49,999 sq. ft.	Flat	$473	$513	$513	User Fee
50,000+	Base	$473	$513	$513	User Fee
50,000+	Per 1,000 Sq. Ft.	$9	$9	$9	User Fee
Tenant Improvement - Hazardous Use (Remodeled space for non-residential occupancies classified as CBC Group H.					
0-1,999 sq. ft.	Flat	$189	$205	$205	User Fee
2,000-4,999 sq. ft.	Flat	$284	$308	$308	User Fee
5,000-9,999 sq. ft.	Flat	$426	$462	$462	User Fee
10,000-24,999 sq. ft.	Flat	$567	$616	$616	User Fee
25,000-49,999 sq. ft.	Flat	$709	$770	$770	User Fee
50,000+	Base	$709	$770	$770	User Fee
50,000+	Per 1,000 Sq. Ft.	$14	$14	$14	User Fee
SOLAR / PHOTOVOLTAIC (BON / BFR / BRC)					
Residential (Over 20 kw)	Each	$189	$205	$205	User Fee

Commercial	Each	$378	$411	$411	User Fee
Generator / Cell Sites					
Generator / Cell Sites	Each	$284	$308	$308	User Fee
ADDITIONAL FIRE FEES FOR BFC / BFR / BON					
Consultant Fire Plan Review	Each	Actual Cost + 20%	Actual Cost + 15%	Actual Cost + 15%	User Fee
Misc. / Over the Counter / Revisions	Per Hour	$189	$205	$205	User Fee
3rd review and subsequent submittals (per hour)	Per Hour	$189	$205	$205	User Fee
Expedited / Overtime Plan Review (per hour)	Per Hour	$284	$308	$308	User Fee
Expedited / Overtime Inspection (per hour)	Per Hour	$284	$308	$308	User Fee
FIRE PLANNING FEES					
Entitlement Applications					
Anexxation Fee	Each	$189	$205	$205	User Fee
Conditional Use Permit	Each	$567	$616	$616	User Fee
Conditional Use Permit Amendment	Each	$567	$616	$616	User Fee
Conditional Use Permit - Sexually Oriented Business	Each	$567	$616	$616	User Fee
Design Review	Each	$567	$616	$616	User Fee
Design Review Amendment	Each	$567	$616	$616	User Fee
Development Agreements	Each	$378	$411	$411	User Fee
EIR- Administrative Charge	Each	$378	$411	$411	User Fee
Environmental Assessment	Each	$378	$411	$411	User Fee
Extension of Time, CUP, Design Review	Each	$189	$205	$205	User Fee
Final Parcel Map	Each	$189	$205	$205	User Fee
Final Tract Map (First 50 Lots)	Each	$189	$205	$205	User Fee
Final tract Map (51 + lots)	Each	$378	$411	$411	User Fee
General Plan Amendment (Land Use)	Each	$189	$205	$205	User Fee
General Plan Amendment (Policy)	Each	$189	$205	$205	User Fee
Landscape Review	Each	$189	$205	$205	User Fee
Lot Line Adjustment (with existing building)	Each	$189	$205	$205	User Fee
Minor Modification of an Application	Each	$189	$205	$205	User Fee
Pre-Application Review (PAC)	Each	$567	$616	$616	User Fee
Site Plan Review	Each	$567	$616	$616	User Fee
Specific Plan	Each	$378	$411	$411	User Fee
Specific Plan Amendment	Each	$378	$411	$411	User Fee
Temporary Use Permits - Minor	Each	$189	$205	$205	User Fee
Temporary Use Permits - Major	Each	$378	$411	$411	User Fee
Tentative Map Time Extension	Each	$189	$205	$205	User Fee
Tentative Parcel Map	Each	$567	$616	$616	User Fee
Tentaive Tract Map (Less than 50 lots)	Each	$378	$411	$411	User Fee
Tentaive Tract Map (50 lots or more)	Each	$567	$616	$616	User Fee
Tentative Tract Map Condition Monitoring	Each	$189	$205	$205	User Fee
Variance	Each	$189	$205	$205	User Fee
Zone Change	Each	$189	$205	$205	User Fee
Cannibis Retailer Conditional Use Permit (CUP)	Each	$567	$616	$616	User Fee
Cannibis Cultivation, Manufacturing and Testing Laboratory Facilities Conditional Use Pe	Each	$567	$616	$616	User Fee

Cannibus Microbusiness Conditional Use Permit (CUP)	Each	$567	$616	$616	User Fee
Custom Home Review	Each	$378	$411	$411	User Fee
Development Agreement Amendment, Deposit	Each	$378	$411	$411	User Fee
Home Occupation Permit	Each	$189	$205	$205	User Fee
Phasing Map	Each	$189	$205	$205	User Fee
Plot Plan					
With hearing	Each	$567	$616	$616	User Fee
Without hearing (notice)	Each	$567	$616	$616	User Fee
Without hearing (no notice)	Each	$567	$616	$616	User Fee
Amended plot plan/substantial conformance	Each	$189	$205	$205	User Fee
Administrative (Includes second units)	Each	$189	$205	$205	User Fee
Subdivision Sales Office (Trailer) and Model Home Complexes-Temporary	Each	$189	$205	$205	User Fee
Tentative Parcel Map					
Residential	Each	$567	$616	$616	User Fee
Commercial	Each	$567	$616	$616	User Fee
Tentative Tract or Condo Map	Each	$567	$616	$616	User Fee
Tentative Tract or Parcel Map Revised	Each	$567	$616	$616	User Fee
Precise Grading plan review, per sheet	Each	$284	$308	$308	User Fee
Water/Sewer plan review, per sheet	Each	$284	$308	$308	User Fee
3rd review and subsequential submittals (per hour)	Each	$189	$205	$205	User Fee
Parks & Recreation					
Municipal Pool					
Admissions:					
Open Swim Lessons					
Adults	Per Person	$3.50		$3.50	Recreation
Children/Seniors	Per Person	$2.50		$2.50	Recreation
Lessons:					
Resident	Per Person	$50		$50	Recreation
Non-Resident	Per Person	$55		$55	Recreation
Private Rentals	Per Hour	$161	$791	$210	Rental
Cabana Rentals (during open swim)	Per Reservation	$69	$134	$90	Rental
Junior Life Guard Classes	Per Person	$65		$65	Recreation
Water Exercise:					
Water Exercise	Per Class	$5.00		$5	Recreation
Water Exercise - Punch Card - 10 Classes	Per Card	$40		$40	Recreation
Activities					
Youth Flag Football, Basketball & Soccer	Per Session Per Child	$60		$60	Recreation
Day Camp	Per Child Per Week	$80		$80	Recreation
Contract Class Fees:					
Contract Class Fees	Monthly	Fees set by instructor		Fees set by instructor	Recreation
Contract Class Fees	Per Class	Fees set by instructor		Fees set by instructor	Recreation
Adult Sport Leagues:					
Softball	Per Team	$350		$350	Recreation
Basketball	Per Team	$280		$280	Recreation
Community Center Rental					

Private Rates:					
Gymnasium	Per Day	$140	$248	$182	Rental
Large Meeting Room	Per Day	$70	$248	$91	Rental
Small Meeting Room	Per Day	$60	$132	$78	Rental
Kitchen & Gym	Per Day	$325	$265	$250	Rental
Kitchen Only	Per Day	New	$138	$125	Rental
Non-Profit Rates:					
Gymnasium	Per Day	$70	$248	$91	Rental
Large Meeting Room	Per Day	$35	$248	$45	Rental
Small Meeting Room	Per Day	$35	$132	$40	Rental
Kitchen & Gym	Per Day	$200	$265	$125	Rental
Kitchen Only	Per Day	New	$138	$63	Rental
Senior Center Rental					
Private Rates:					
Nutrition Site	Per Day	$100	$171	$130	Rental
Multi-Purpose Room	Per Day	$90	$152	$120	Rental
Non-Profit Rates:					
Nutrition Site	Per Day	$55	$171	$65	Rental
Multi-Purpose Room	Per Day	$55	$152	$60	Rental
Art Welch Community Center					
Private Rates:					
Full Facility Rental	Per Day	New	$376	$285	Rental
Kitchen Only	Per Day	New	$127	$80	Rental
Non-Profit Rates:					
Full Facility Rental	Per Day	New	$376	$145	Rental
Kitchen Only	Per Day	New	$127	$40	Rental
Parks Facilities					
Private Rates:					
Park Picnic Shelter	Per Day	$30	$35	$45	Rental
Ballfield & Soccer Field Rental					
Field Rental	Per Day	$30	$36	$45	Rental
Field Lights - 2 hour minimum	Per Hour	$17	$37	$30	Rental
Dysart Park	Per Day	$145	$429	$190	Rental
Amphitheater & Stage	Per Day	$45	$140	$90	Rental
Private Rates:					
Playhouse Bowl Building	Per Day	$90	$88	$120	Rental
Roosevelt Park Building	Per Day	$90	$97	$120	Rental
Non-Profit Rates:					
Playhouse Bowl Building	Per Day	$90	$88	$60	Rental
Roosevelt Park Building	Per Day	$90	$97	$60	Rental
Staffing Fees					
Monday - Friday 8:00am - 5:00pm	Per Hour	$20	$99	$30	User Fee
Monday - Friday After 5pm, Sat, Sun and City Holidays	Per Hour	$27	$111	$40	User Fee
Misc. Fees					
Security Deposit	Deposit	Varies	Varies	Varies	User Fee
Hold the Date Fee	Each	$25		$25	Deposit

Program Refund Admin Fee	Each	New	$15	$10	User Fee
Insurance Processing	Each	New	$15	$10	User Fee
Custodial	Each	New	$170	$60	User Fee
Vendor Fees (City Events)					
Outdoor Crafts Fairs and Marketplaces:					
Daily	Per Day	$5	$43	$40	User Fee
Yearly	Annual	$26	$217	$200	User Fee
Food Vendors					
Permitted through Riverside County	Per Day	New	$130	$85	User Fee
Non-Permitted through Riverside County	Per Day	New	$215	$145	User Fee
Petting Zoo	Per Day	New	$195	$100	User Fee
Carnival	Per Day	New	$195	$150	User Fee
Special Events					
Application Permit:					
New	Each	New	$130	$130	User Fee
Recurring	Each	New	$65	$65	User Fee
Staffing Fees - Special Events					
Police Officer	Per Hour Per Person	New	$180	$180	User Fee
Engineering (Street Closure)	Per Hour Per Person	New	$212	$212	User Fee
Fire Standby	Per Hour Per Person	New	See Fire Fee Schedule	See Fire Fee Schedule	User Fee
Fire Marshall Review	Per Hour Per Person	New	See Fire Fee Schedule	See Fire Fee Schedule	User Fee
Parks Staff	Per Hour Per Person	New	$156	$156	User Fee
Recreation Staff	Per Hour Per Person	New	$134	$134	User Fee
Water	Per Hour Per Person	New	$202	$202	User Fee
Electric	Per Hour Per Person	New	$225	$225	User Fee
PLANNING					
Annexation Fee	Deposit	$9,438	$10,000	$10,000	Deposit
Appeal of PC Decision	Each	$1,895	$5,673	$5,673	User Fee
Appeal of Planning Dept. Decision	Each	$3,624	$5,673	$5,673	User Fee
Certificate of Completion/Lot Line Adj	Each	$2,036	$1,028	$1,028	User Fee
Conditional Use Permit:					
Conditional Use Permit					
Minor	Each	$4,888	$3,143	$3,143	User Fee
Major	Each	$4,888	$5,108	$5,108	User Fee
Conditional Use Permit Amendment	Each	$4,531	$3,143	$3,143	User Fee
CUP - Sexually Oriented Business	Each	$2,396	$7,598	$7,598	User Fee
Design Review:					
Design Review					
Minor	Each	$6,093	$6,581	$6,581	User Fee
Major	Each	$6,093	$11,528	$11,528	User Fee
Design Review Amendment	Each	$4,635	$3,350	$3,350	User Fee
Development Agreements:					
Development Agreement	Deposit	$27,753	$27,753	$28,000	Deposit
Development Agreement Amendment	Each	New	$13,899	$13,899	User Fee
Development Agreement Annual Review	Each	New	$4,231	$4,231	User Fee
Environmental:					

Environmental Document Review	Deposit	Actual Cost	Actual Cost + 15%	Actual Cost + 15%	Deposit
Environmental - Mitigation Monitoring	Deposit	$5,335	Actual Cost + 15%	Actual Cost + 15%	Deposit
Environmental Filing Fee/ Environmental Fish and Game Fee	Each	Actual Cost	Actual Cost + 15%	Actual Cost + 15%	Deposit
CEQA Determination	Each	New	$509	$509	User Fee
Extension of Time: CUP or Design Review	Each	$743	$1,635	$1,635	User Fee
General Plan Amendment:					
Land Use					
Minor	Each	$8,296	$4,908	$4,908	User Fee
Major	Each	$8,296	$9,623	$9,623	User Fee
Lot Merger	Each	$697	$696	$696	User Fee
Minor Exception - See BMC Section 17.80	Each	New	$1,668	$1,668	User Fee
Minor modification of an Application	Each	$1,047	$1,045	$1,045	User Fee
Mural permit	Each	$673	$619	$619	User Fee
Noticing Fee for Public Hearing	Each	New	$1,006	$1,006	User Fee
Planning letters	Each	$174	$782	$782	User Fee
Pre-Application Conference Review	Each	No Charge	$1,218	$1,218	User Fee
SB9 Urban Lot Split - Two Unit Development	Each	New	$2,367	$2,367	User Fee
Sign Permit:					
Freestanding Sign	Each	$517	$2,463	$2,463	User Fee
Panel Change Only	Each	$112	$500	$500	User Fee
Sign Program	Each	New	$2,004	$2,004	User Fee
Sign Review	Each	$288	$816	$816	User Fee
Temp Signs	Each	$288	$389	$389	User Fee
Site Plan Review	Each	$890	$2,511	$2,511	User Fee
Specific Plan:					
Specific Plan	Deposit	$17,215	$16,133	$20,000	Deposit
Specific Plan Amend	Deposit	$12,490	$11,656	$15,000	Deposit
Temporary Use Permit:	Each				
Major	Each	Modified	$2,454	$2,454	User Fee
Minor	Each	Modified	$1,275	$1,275	User Fee
Technical Staff Review	Each	New	$3,143	$3,143	User Fee
Unit Phasing Map	Each	$437	$488	$488	User Fee
Variance	Each	$4,423	$6,111	$6,111	User Fee
Zone Change	Each	$7,166	$11,331	$11,331	User Fee
Zone Text Amend.	Each	$7,200	$12,600	$12,600	User Fee
Technology Surcharge	% of Permit	2.5%	6%	6%	User Fee
Final Parcel Map	Each	$992	$1,921	$1,921	User Fee
Final Tract Map:					
First 50 lots	Each	$1,569	$1,701	$1,701	User Fee
51+ lots	Base	$1,953	$1,701	$1,701	User Fee
Landscape Review					
Minor	Each	$969	$982	$982	User Fee
Major	Each	$1,065	$2,947	$2,947	User Fee
Tentative Map Time Extension	Each	$3,634	$5,108	$5,108	User Fee
Tentative Parcel Map	Each	$8,550	$11,530	$11,530	User Fee
Tentative Tract Map:					

Less than 50 lots	Deposit	$9,588	$15,824	$10,000	Deposit
50 lots or more	Deposit	$10,652	$15,824	$15,000	Deposit
Condition/MMRP Monitoring	Deposit	$5,335	$3,297	$5,000	Deposit
CANNABIS BUSINESS FEES					
Cannabis Retailer Regulatory Permit	Each	$5,180	$8,173	$8,173	User Fee
Cannabis Cultivation, Manufacturing, and Testing Laboratory Facilities Regulatory Permit	Each	$4,870	$9,156	$9,156	User Fee
Cannabis Microbusiness Regulatory Permit	Each	$5,180	$11,121	$11,121	User Fee
Cannabis Retailer Conditional Use Permit	Deposit	$10,000	$10,000	$10,000	Deposit
Cannabis Cultivation, Manufacturing, and Testing Laboratory Facilities Conditional Use Permit	Deposit	$10,000	$10,000	$10,000	Deposit
Cannabis Microbusiness Conditional Use Permit	Deposit	$10,000	$10,502	$10,000	Deposit
Cannabis Regulatory Permit Renewal	Each	New	$3,429	$3,429	User Fee
POLICE					
Miscellaneous					
All Reports:					
Black & White	Per Page	$0.25	$0.25	$0.25	GOV § 6253(b)
Color	Per Page	$0.35	$0.35	$0.35	GOV § 6253(b)
Photo Sales Charges	Per CD / DVD / Flash Drive	$10	$36	$36	User Fee
Electronic Media Duplication Fee	Per CD / DVD / Flash Drive	$15	$44	$44	User Fee
Report Request Form:					
Black & White	Per Page	$0.25	$0.25	$0.25	GOV § 6253(b)
Color	Per Page	$0.35	$0.35	$0.35	GOV § 6253(b)
Photo Sales Charges	Per CD / DVD / Flash Drive	$10	$36	$36	User Fee
Electronic Media Duplication Fee	Per CD / DVD / Flash Drive	$15	$44	$44	User Fee
Special Events Charge (4 hr minimum):					
Per Officer	Per Staff Per Hour	$98	$180	$180	User Fee
Per Corporal	Per Staff Per Hour	$105	$208	$208	User Fee
Per Sergeant	Per Staff Per Hour	$120	$230	$230	User Fee
Per Lieutenant	Per Staff Per Hour	$105	$268	$268	User Fee
Per Captain	Per Staff Per Hour	$125	$269	$269	User Fee
Vehicle Storage Release:					
Vehicle Storage Release	Per Vehicle	$115	$126	$126	User Fee
30 Day	Per Vehicle	$115	$126	$126	User Fee
False Alarm Response:					
1st response	Each	$0		$0	User Fee
2nd response	Each	$0		$0	User Fee
3rd response	Each	$72		$72	User Fee
4th response	Each	$144		$144	User Fee
5th + response	Each	$144		$144	User Fee
Clearance Letter Fee	Per Letter	$25	$48	$48	User Fee
Livescan Fingerprint Fee	Each	$15	$48	$48	User Fee
Civil Court Case Charge	Each	Actual Cost	Actual Cost	Actual Cost	User Fee
Repo Receipt Fee	Each	$15	$24	$24	User Fee
UTILITY BILLING					
Electric / Water Deposit:					
Electric / Water Deposit - Residential - Initial - Credit Check					

Green Rating	Deposit	$0	$26	$0	User Fee
Yellow Rating	Deposit	$100	$105	$105	User Fee
Red Rating	Deposit	$150	$158	$158	User Fee
No Credit Check	Deposit	$0	$26	$26	User Fee
Letter of Credit	Deposit	$150	$158	$158	User Fee
Cut/Broken Lock Fee	Each	$15	$72	$72	User Fee
Radio Wire Repair Fee	Each	New	$414	$414	User Fee
Broken Meter Box Replacement	Each	New	$1,148	$1,148	User Fee
Electric / Water Account Set:					
Next business day	Each	$30	$415	$45	User Fee
Same Day (8:00 a.m. to 12:00 p.m.; 1:00-3:00pm)	Each	$45	$415	$65	User Fee
After Hours (3:00 - 8:00 a.m. next business day & holidays and weekends)	Each	$219	$384	$300	User Fee
Miscellaneous Fees					
Delinquent Notice Fee	Each	$18.00	$200	$25	User Fee
Door Hanger Fee	Each	$13.50	$296	$20	User Fee
Water & Waste Water Utility Fees					
Water Meter Reinstallation Fee:					
3/4" Meter	Each	$142	$405	$405	User Fee
1" Meter	Each	$142	$405	$405	User Fee
1 1/2 " Meter	Each	$142	$835	$835	User Fee
2" Meter	Each	$142	$835	$835	User Fee
Anything larger than 2"	Each	$142	$1,389	$1,389	User Fee
Water Meter Installation Fee of (Brand New Service):					
3/4" Meter	Per Meter	$285	$563	$563	User Fee
1" Meter	Per Meter	$414	$588	$588	User Fee
1 1/2 " Meter	Per Meter	$608	$1,176	$1,176	User Fee
2" Meter	Per Meter	$875	$1,227	$1,227	User Fee
Anything larger than 2"	Per Meter	T & M	$131	$131	User Fee
Water Meter Test Fee:					
First Test					
3/4" Meter	First Test	$0	$833	$833	User Fee
1" Meter	First Test	$0	$853	$853	User Fee
1 1/2 " Meter	First Test	$0	$1,291	$1,291	User Fee
2" Meter	First Test	$0	$1,292	$1,292	User Fee
Anything larger than 2"	First Test	$0	Actual Cost + 15%	Actual Cost + 15%	User Fee
Each Additional Test					
3/4" Meter	Per Test	$100	$833	$833	User Fee
1" Meter	Per Test	$100	$853	$853	User Fee
1 1/2 " Meter	Per Test	$100	$1,291	$1,291	User Fee
2" Meter	Per Test	$100	$1,292	$1,292	User Fee
Anything larger than 2"	Per Test	$100	Actual Cost + 15%	Actual Cost + 15%	User Fee
Water Backflow/Cross Connection Testing:					
1" Meter	Each	$82	$296	$296	User Fee
1 1/2 " Meter	Each	$82	$296	$296	User Fee
2" Meter	Each	$82	$296	$296	User Fee
Anything larger than 2"	Each	$82	$398	$398	User Fee

Fire Protection Meter	Each	$82	$500	$500	User Fee
Backflow Device Installation - Time & Materials	Each	T & M	Actual Cost + 15%	Actual Cost + 15%	User Fee
Fire Flow Test:					
4" - 8"	Each	$95	$1,190	$1,190	User Fee
10" and above	Each	$95	$1,608	$1,608	User Fee
Installation of Gate Valve Fee:					
Installation of Gate Valve Fee	Per Hour	$87	$214	$214	User Fee
Installation of Gate Valve Fee - Materials	Each	Actual Cost	Actual Cost + 15%	Actual Cost + 15%	User Fee
Installation of Angle Valve Fee:					
Installation of Angle Valve Fee - 3/4"	Each	New	$861	$861	User Fee
Installation of Angle Valve Fee - 1"	Each	New	$918	$918	User Fee
Water Service Lateral Installation:					
3/4" Meter	Each	$4,025	$12,238	$12,238	User Fee
1" Meter	Each	$4,140	$12,238	$12,238	User Fee
1 1/2" Meter	Each	$4,685	$22,519	$22,519	User Fee
2" Meter	Each	$4,855	$22,520	$22,520	User Fee
>2" Meter	Each	T & M	Actual Cost + 15%	Actual Cost + 15%	User Fee
Construction water meter deposit (hydrant meter):					
3" Water Meter Deposit (Per Meter)	Deposit	$800	$2,700	$2,700	User Fee
4" Water Meter Deposit (Per Meter)	Deposit	$800	$4,048	$4,048	User Fee
6" Water Meter Deposit (Per Meter)	Deposit	$800	$5,400	$5,400	User Fee
Sewer Connection Investigation - Dye Check	Each	$95	$478	$478	User Fee
Trespass/Diversion/Theft of Service:					
1st offense	Per Offense	$300	$876	$876	User Fee
2nd offense	Per Offense	$600	$876	$876	User Fee
Water Plan Review					
Building Plan Review					
Single-Family Residential	Each	New	$198	$198	User Fee
Commercial	Each	New	$596	$596	User Fee
Planning Entitlement Reviews	Each	New	$298	$298	User Fee
Engineering Application Support	Each	New	$198	$198	User Fee
Wastewater Fees					
FOG (Fats, Oils, and Grease)					
Inspection	Fixed	New	$121	$121	User Fee
Re-Inspection	Fixed	New	$121	$121	User Fee
Industrial Waste Inspection (incl. Permit)	Fixed	New	$500	$500	User Fee
Industrial Waste Re-Inspection	Fixed	New	$297	$297	User Fee
Installation of Long-Side Sewer Lateral	Each	New	T&M	T&M	User Fee
Installation of Short-Side Sewer Lateral	Each	New	T&M	T&M	User Fee
CCTV Investigation (non-dye testing purposes)	Each	New	T&M	T&M	User Fee
Sewer Main Line Cleaning (non-routine cleaning)	Each	New	T&M	T&M	User Fee

CITY OF BANNING

NOTICE OF PUBLIC HEARING
BEFORE THE CITY COUNCIL

UPDATED CITY OF BANNING MASTER USER FEE SCHEDULE

NOTICE IS HEREBY GIVEN that the City Council of the City of Banning, California, will hold a public hearing at its regular meeting on Wednesday, November 12, 2025. The City Council meeting begins at 5:00 p.m., in the Council Chambers at City Hall, 99 East Ramsey Street, Banning, CA 92220. To observe the live meeting through your personal computer or smart phone enter the following link: https://banninglive.viebit.com or view on the Banning Government Channel on Cable Television.

The purpose of this hearing is to consider the approval of a *Comprehensive User Fee Study Report* prepared by Matrix Consulting Group and dated October 2025, and the adoption of an updated Master User Fee Schedule for the following City departments and fee groups: Electric Utility; Engineering; Film Permits; Finance; Fire; Parks and Recreation; Planning; Building; Police; Utility Billing; Water & Wastewater; Development Services Surcharges.

ENVIRONMENTAL DETERMINATION: City staff has evaluated the potential environmental impacts of the approval of the *Comprehensive User Fee Study Report* prepared by Matrix Consulting Group and dated October 2025, and the proposed updated Master User Fee Schedule pursuant to the California Environmental Quality Act ("CEQA"). City staff has determined that these actions do not constitute a "project" under CEQA pursuant to State CEQA Guidelines Section 15378(b)(4) because these actions involve the creation of a government funding mechanism which does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. In addition, City Staff has determined that these actions are statutorily exempt from CEQA under CEQA Guidelines Sections 15273(a)(1) and (a)(2) because these actions are establishing fees to meet operating expenses, including employee wage rates and fringe benefits, and to purchase and/or lease supplies, equipment, and materials.

REVIEW OF PROJECT INFORMATION: The proposed *Comprehensive User Fee Study Report*, Master User Fee Schedule and related documents are available for public review by contacting the Community Development Department during normal business hours (Monday – Friday, 8:00am to 5:00pm) by telephone at (951) 922-3125.

COMMENT ON THIS APPLICATION: Response to this notice may be made verbally at the Public Hearing and/or in writing before the hearing:

- You may provide oral comments at the in-person hearing. Agendas are available at least 72 hours in advance of the meeting online: https://banningca.granicus.com/ViewPublisher.php?view_id=1
- Written comments may be submitted to the City Council by email at CityClerks@banningca.gov or letter to the address below. Transmittal prior to the start of the meeting is required. Any correspondence received during or after the meeting will be distributed to the City Council as soon as practicable and retained for the official record.

City Clerk's Office
PO Box 998
99 E. Ramsey St
Banning, CA 92220

Any challenge of the proposed project in court may be limited to raising only those issues raised at the public hearing described in this notice, or in written correspondence delivered to the City Clerk at, or prior, to the public hearing (Government Code Section 65009[b][2]).

Si necesita ayuda con esta carta, por favor llame a la Ciudad de Banning y puede hablar con Sandra Calderon, teléfono (951) 922-3125.

BY ORDER OF THE COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF BANNING, CALIFORNIA.

David A. Newell, AICP
Community Development Director

Dated: October 23, 2025
Publish: October 31, 2025

Column

INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Record Gazette** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(951) 849-4586**.

Notice ID: JjfG8DmCyp5j1xMsk5t3 | **Proof Updated: Oct. 27, 2025 at 11:01am PDT**
Notice Name: User Fee Adoption

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER	FILING FOR
SANDRA CALDERON scalderon@banningca.gov (951) 922-3125	Record Gazette

Columns Wide:	1	**Ad Class:**	Legals
Total Column Inches:	19.4		
Number of Lines:	175		

10/31/2025: City Legal Notices	327.17
Subtotal	$327.17
Tax	$0.00
Processing Fee	$0.00
Total	**$327.17**

See Proof on Next Page

CITY OF BANNING

NOTICE OF PUBLIC HEARING BEFORE THE CITY COUNCIL

UPDATED CITY OF BANNING MASTER USER FEE SCHEDULE

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The purpose of this hearing is to consider the approval of a *Comprehensive User Fee Study Report* prepared by Matrix Consulting Group and dated October 2025, and the adoption of an updated Master User Fee Schedule for the following City departments and fee groups: Electric Utility; Engineering; Film Permits; Finance; Fire; Parks and Recreation; Planning; Building; Police; Utility Billing; Water & Wastewater; Development Services Surcharges.

ENVIRONMENTAL DETERMINATION: City staff has evaluated the potential environmental impacts of the approval of the *Comprehensive User Fee Study Report* prepared by Matrix Consulting Group and dated October 2025, and the proposed updated Master User Fee Schedule pursuant to the California Environmental Quality Act ("CEQA"). City staff has determined that these actions do not constitute a "project" under CEQA pursuant to State CEQA Guidelines Section 15378(b)(4) because these actions involve the creation of a government funding mechanism which does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. In addition, City Staff has determined that these actions are statutorily exempt from CEQA under CEQA Guidelines Sections 15273(a)(1) and (a)(2) because these actions are establishing fees to meet operating expenses, including employee wage rates and fringe benefits, and to purchase and/or lease supplies, equipment, and materials.

REVIEW OF PROJECT INFORMATION : The proposed *Comprehensive User Fee Study Report* , Master User Fee Schedule and related documents are available for public review by contacting the Community Development Department during normal business hours (Monday – Friday, 8:00am to 5:00pm) by telephone at (951) 922-3125.

COMMENT ON THIS APPLICATION: Response to this notice may be made verbally at the Public Hearing and/or in writing before the hearing:

· You may provide oral comments at the in-person hearing. Agendas are available at least 72 hours in advance of the meeting online: https://banningca.granicus.com/ViewPublisher.php?view_id=1

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Banning, CA 92220

Any challenge of the proposed project in court may be limited to raising only those issues raised at the public hearing described in this notice, or in written correspondence delivered to the City Clerk at, or prior, to the public hearing (Government Code Section 65009[b][2]).

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Office of the City Clerk at 951-822-3102. Notification 48 hours prior to the meeting Will enable the City to make reasonable arrangements to ensure accesibility to this meeting.

Si necesita ayuda con esta carta, por favor llame a la Ciudad de Banning y puede hablar con Sandra Calderon, teléfono (951) 922-3125.

BY ORDER OF THE COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF BANNING, CALIFORNIA.

David A. Newell, AICP	Dated: October 27, 2025
Community Development Director	Publish: October 31, 2025

Published
Record Gazette
October 31, 2025

RESOLUTION 2019-113

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE COMPREHENSIVE USER FEE STUDY REPORT DATED JANUARY 2, 2019, ADOPTING AN UPDATED MASTER USER FEE SCHEDULE FOR THE FOLLOWING CITY DEPARTMENTS AND FEE GROUPS: FINANCE AND ADMINISTRATION; ANIMAL CONTROL; COMMUNITY SERVICES; AIRPORT; BUILDING; PLANNING; UTILITY BILLING; ELECTRIC UTILITY; POLICE; FIRE; AND ENGINEERING, MAKING A FINDING OF EXEMPTION UNDER CEQA, AND REPEALING PROVISIONS OF RESOLUTIONS ESTABLISHING OR MODIFYING USER FEES AND SERVICE CHARGES

WHEREAS, in adopting Chapter 3.36 of Title 3 of the Banning Municipal Code (the "Municipal Code"), the City Council of the City of Banning (the "City Council" of the "City") established the requirement for the ascertainment and recovery of costs reasonably borne, from fees and charges levied therefore, in providing the regulation, products, and services enumerated in Chapter 3.36;

WHEREAS, Section 3.36.040 of the Municipal Code directs the City Manager to annually/seasonally review fees and charges to recover the percentage of costs reasonably borne in providing the regulation, products or services enumerated in Chapter 3.36 and recommend changes to the City Council for adoption;

WHEREAS, the fees set forth in the Section 3.36.080 of the Municipal Code are less than the City's current cost of providing: development services (including planning related services, such as zoning variances, zoning changes, use permits, building inspections, building permits, the processing of maps under the provisions of the Subdivision Map Act (Gov. Code, § 66410 *et seq.*), and planning services under the authority of Chapter 3 ("Local Planning") of Division 1 of Title 7 of the Government Code (§ 65100 et seq.) or under any other authority); public safety services; parks and recreation services; utility and enterprise services; maintenance services; and finance and administrative services;

WHEREAS, Section 66014 of the Mitigation Fee Act (Gov. Code, § 66000 *et seq.*) authorizes the City to impose fees for zoning variances, zoning changes, use permits, building inspections, building permits, the processing of maps under the provisions of the Subdivision Map Act (Gov. Code, § 66410 *et seq.*), and planning services under the authority of Chapter 3 ("Local Planning") of Division 1 of Title 7 of the Government Code (§ 65100 *et seq.*) or under any other authority, provided those fees do not exceed the estimated reasonable cost of providing the service for which the fee is charged;

WHEREAS, Section 66013 of the Mitigation Fee Act further authorizes the City to impose fees for water or sewer connections provided those fees do not exceed the estimated reasonable cost of providing the service for which the fee is charged;

WHEREAS, the Mitigation Fee Act requires that the City prepare a fee study that complies with Government Code Section 66016, and demonstrates that the proposed new fees and increases in existing fees do not exceed the estimated amount required to provide the services for which the fees are levied;

WHEREAS, Willdan Finance Services has prepared the *Comprehensive User Fee Study Report* dated January 2, 2019 (the "*User Fee Study*"). The *User Fee Study* sets forth the methodologies for determining the estimated amount required to provide certain regulations, products, and services for which the proposed user fees and service charges will be levied (see page 8), describes the amount of cost, or estimated cost, required to provide certain regulations, products, and services for which the proposed user fees or service charges will be levied (see Appendix A) and the revenue sources anticipated to provide the regulations, products, and services, including General Fund revenues (see pages 10-11), and otherwise satisfies the requirements of the law and the Mitigation Fee Act, with regard to the imposition and collection of certain user fees and service charges;

WHEREAS, the City has made the *User Fee Study* available for public inspection and has published and mailed notices of the public hearing to consider the adoption of the proposed updated Master Fee Schedule in accordance with the Mitigation Fee Act;

WHEREAS, Section 66016(b) of the Mitigation Fee Act provides that any action by a local agency to levy a new fee or service charge or to approve an increase in an existing fee or service charge shall be taken only by ordinance or resolution;

WHEREAS, on September 10, 2019, the City Council held a duly noticed public hearing to consider proposed amendments to BMC Chapter 3.36, the approval of a Comprehensive User Fee Study Report prepared by Willdan Financial Services and dated January 2, 2019, and the adoption of an updated Master User Fee Schedule for the following City departments and fee groups: Finance and Administration; Animal Control; Community Services; Airport; Building; Planning; Utility Billing; Electric Utility; Police; Fire; and Engineering. Following the receipt of testimony, the City Council continued the matter off-calendar and forwarded the proposed updated Master User Fee Schedule to the Council's Budget & Finance Committee for further review and recommendations;

WHEREAS, on October 22, 2019, the City Council held a duly noticed public hearing to consider proposed amendments to BMC Chapter 3.36, the approval of a Comprehensive User Fee Study Report prepared by Willdan Financial Services and dated January 2, 2019, and the adoption of an updated Master User Fee Schedule for the following City departments and fee groups: Finance and Administration; Animal Control; Community Services; Airport; Building; Planning; Utility Billing; Electric Utility; Police; Fire; and Engineering. Following the receipt of testimony, and upon staff's recommendation, the City Council again forwarded the proposed updated Master User

Fee Schedule to the Council's Budget & Finance Committee for further review and recommendations;

WHEREAS, on December 10, 2019, the City Council held a duly noticed public hearing to consider proposed amendments to Municipal Code Chapter 3.36, the approval of the *User Fee Study*, and the adoption of an updated Master User Fee Schedule for the following City departments and fee groups: Finance and Administration; Animal Control; Community Services; Airport; Building; Planning; Utility Billing; Electric Utility; Police; Fire; and Engineering; and

WHEREAS, all legal prerequisites prior to the adoption of this Resolution have occurred.

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

SECTION 1: ADOPTION AND INCORPORATION OF RECITALS

The findings and recitals set forth above are true and correct, and are incorporated herein.

SECTION 2: ENVIRONMENTAL EXEMPTION

The adoption of Ordinance No. 1553, the *User Fee Study*, and the proposed user fees and service charges specified in this Resolution, was reviewed in accordance with the criteria contained in the California Environmental Quality Act ("CEQA") and the State CEQA Guidelines. The City Council finds that adoption of Ordinance No. 1553, the *User Fee Study*, and the proposed user fees and service charges specified in this Resolution do not constitute a "project" under CEQA pursuant to State CEQA Guidelines Section 15378(b)(4) because these actions involve the creation of a government funding mechanism which does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. In addition, the City Council finds that these actions are statutorily exempt from CEQA under CEQA Guidelines Sections 15273(a)(1) and (a)(2) because these actions are establishing fees to meet operating expenses, including employee wage rates and fringe benefits, and to purchase and/or lease supplies, equipment, and materials. The City Council hereby directs City staff to file the Notice of Exemption, attached to this Resolution as Exhibit B, with the County Clerk pursuant to CEQA Guidelines Section 15062 within five (5) days of the date that this Resolution is adopted.

SECTION 3: ADOPTION OF STUDY

The City Council hereby approves the *Comprehensive User Fee Study Report* prepared by Willdan Financial Services and dated January 2, 2019, and the findings contained therein. The City Council further adopts the methodology set forth in the *User Fee Study* (page 8) for calculating and collecting the user fees and service charges adopted herein. A copy of the *User Fee Study* shall be on file with the City Clerk and available during regular City business hours for public inspection.

SECTION 4: ADOPTION OF USER FEES AND SERVICES CHARGES

The City Council hereby approves and adopts, as its updated Master User Fee Schedule, the user fees and service charges for the following City departments and fee groups in accordance with the schedule set forth in Exhibit A attached hereto and incorporated herein by reference: Finance and Administration; Animal Control; Community Services; Airport; Building; Planning; Utility Billing; Electric Utility; Police; Fire; and Engineering.

SECTION 5: METHODOLOGY FOR CALCULATION, ADJUSTMENT, AND COLLECTION OF USER FEES AND SERVICE CHARGES

The user fees and service charges established in Exhibit A are hereby adopted, and shall be calculated, adjusted, and collected in accordance with City ordinances and the *User Fee Study*. The amount of the user fees and service charges may be adjusted annually for inflation on July 1st of each year by the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U): Riverside-San Bernardino-Ontario (or any successor index). The calculation for that annual adjustment shall be made using the month of April over the month of April in the prior year.

SECTION 6: EFFECTIVE DATE OF NEW USER FEES AND SERVICE CHARGES

The user fees and service charges established by Section 4 of this Resolution shall be effective on the sixtieth (60th) day following the adoption of this Resolution.

SECTION 7: REPEAL OF PRIOR USER FEES AND SERVICE CHARGES ADOPTED BY CONFLICTING RESOLUTIONS

Any and all provisions of prior resolutions of the City Council establishing or modifying user fees and service charges in the categories established in the *User Fee Study* and set forth in Exhibit A, which duplicate or conflict with the provisions of this Resolution and Exhibit A, are hereby repealed and replaced with the fees and charges set forth in Exhibit A and the terms and conditions established by this Resolution upon the effective date of the new user fees and service charges as provided for in Section 6 of this Resolution.

SECTION 8: SEVERABILITY

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Resolution or any part hereof is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portion of this Resolution or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause, or phrase be declared invalid or unconstitutional.

SECTION 9: CERTIFICATION

The City Clerk shall certify the adoption of this Resolution and shall cause a certified copy to be filed in the book of original Resolutions.

PASSED, APPROVED AND ADOPTED this 10th day of December, 2019.

Arthur L. Welch, Mayor
City of Banning

ATTEST:

Sonja De La Fuente, Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

Kevin Ennis City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2019-113 was adopted at a regular meeting of the City Council of the City of Banning held on the 10th day of December, 2019, by the following vote, to wit:

AYES: Andrade, Happe, and Wallace

NOES: None

ABSENT: Peterson and Welch

ABSTAIN: None

Sonja De La Fuente, Deputy City Clerk
City of Banning, California

EXHIBIT A
MASTER FEE SCHEDULE
Effective 60 Days After Adoption

Adopted on December 10, 2019, and Effective on February 8, 2019

Exhibit A to Resolution 2019-113

Finance and Administration

Fees								
#	Description	Current Fee/Charge	Unit	Notes	Full Cost	Subsidy %	Suggested Fee	Fee Δ
1	Document Printing Fees - Black & White	$0.25	per copy		$0.25	NA	$0.25	$0
2	Document Printing Fees - Color	$0.35	per copy		$0.35	NA	$0.35	$0
3	Photocopying of Documents - Black & White	$0.25	per copy		$0.25	NA	$0.25	$0
4	Photocopying of Documents - Color	$0.35	per copy		$0.35	NA	$0.35	$0
5	Bound Document Fees	$1 plus Applicable per page charge		$1.00 for binding materials	Variable	NA	$1 plus Applicable per page charge	$0
6	Photocopy Fees - Oversized (maps)	Actual Cost			Variable	NA	Actual Cost	NA
7	Providing Agendas, Minutes, Packet, etc.	$0.25 plus postage if mailed	per page	Free if examined at City Hall.Free for Council, Affected Commissioners, Dept. Heads and Press.Free for Council Candidates two months prior to election.	$0.25	NA	$0.25 plus postage if mailed	$0
8	Document Certification	$0.25	per page		$0.25	NA	$0.25	$0
9	Copy of Budget - Other Than	$0.25 plus postage if mailed		Regulatory Bodies, etc.	$0.25	NA	$0.25 plus postage if mailed	$0
10	Copy of Audit Report - Other	$0.25 plus postage if mailed		Than Regulatory Bodies, etc.	$0.25	NA	$0.25 plus postage if mailed	$0
11	Return Check Processing	$25.00	1st/2nd Check	1st returned check	NA	NA	California Code, Civil Code - CIV Sec. 1719	#VALUE!
12	Cassette Tape of Meeting, etc.	$9.00	per cassette		$9.00	NA	$9.00	$0
13	DVD of any live broadcast	$7.00	per DVD		$7.00	NA	$7.00	$0

Community Services Department

Municipal Pool

#	Description	Current Fee/Charge	Unit	Notes	Operation Cost	Subsidy %	Suggested Fee	% +/-
1	**Admissions**							
1a	Open swim sessions Adults	$2.50	per person		$4.70	36%	$3.00	20%
1b	Open swim sessions Children/Seniors	$1.50	per person		$2.35	36%	$1.50	0%
2	**Lessons**							
2a	Resident	$40.00	per person		$46.97	4%	$45.00	13%
2b	Non-Resident	$45.00	per person		$50.00	0%	$50.00	11%
4	Private Rentals	$110.00	per hour/ 2 hour minimum		$161.80	0%	$161.00	46%
5	Cabana Rentals (during open swim)	$60.00	Per Reservation		$209.52	67%	$69.00	15%
6	Junior Life Guard Classes	$50.00	per person		NA	NA	$65.00	30%
7	Water Exercise	$3.00	per class		NA	NA	$3.50	17%
8	Water Exercise - Punch Card - 10 Classes	$25.00	per card		NA	NA	$30.00	20%

Activites

#	Description	Current Fee/Charge	Unit	Notes	Operation Cost	Subsidy %	Suggested Fee	% +/-
1	Youth Flag Football, Basketball & Soccer	$30.00	per session/per child		$40.05	0%	$40.00	33%
2	Day Camp	$50.00	per child/per week		$76.90	22%	$60.00	20%
3	Contract Class Fees	$20.00 - $50.00	monthly	Fees set by instructor	$107.36	0%	$20.00 - $50.00	
4	Contract Class Fees	$3.00 - $5.00	per class	Fees set by instructor	$107.36	0%	$3.00 - $5.00	
5	Adult Sport Leagues - Softball	$300.00	per team		$366.93	5%	$350.00	17%
6	Adult Sport Leagues - Basketball	$125.00	per team		$291.93	4%	$280.00	124%

Community Center Rental

#	Description	Current Fee/Charge	Unit	Notes	Operation Cost	Subsidy %	Suggested Fee	% +/-
1	**Private Rates**							
1a	Gymnasium	$120.00	per rental		$201.49	31%	$140.00	17%
1b	Large Mtg Room	$60.00	per rental		$82.03	15%	$70.00	17%
1c	Small Mtg Room	$60.00	per rental		$68.79	13%	$60.00	0%
1d	Kitchen & Gym	$300.00	per rental		$329.46	1%	$325.00	8%
2	**Non-Profit Rates**							
2a	Gymnasium	$60.00	per rental		$201.49	65%	$70.00	17%
2b	Large Mtg Room	$30.00	per rental		$82.03	57%	$35.00	17%
2c	Small Mtg Room	$30.00	per rental		$68.79	49%	$35.00	17%
2d	Kitchen & Gym	$175.00	per rental		$329.46	39%	$200.00	14%

Community Services Department

Senior Center Rental								
#	Description	Current Fee/Charge	Unit	Notes	Operation Cost	Subsidy %	Suggested Fee	% +/-
1	**Private Rates**							
1a	Nutrition Site	$85.00	per rental		$108.51	8%	$100.00	18%
1b	Multi-Purpose Room	$85.00	per rental		$92.03	2%	$90.00	6%
2	**Non-Profit Rates**							
2a	Nutrition Site	$45.00	per rental		$108.51	49%	$55.00	22%
2b	Multi-Purpose Room	$45.00	per rental		$82.03	33%	$55.00	22%

Parks Facilities								
#	Description	Current Fee/Charge	Unit	Notes	Operation Cost	Subsidy %	Suggested Fee	% +/-
1	**Private Rates**							
1a	Park Picnic Shelter	$25.00	per rental		$43.52	31%	$30.00	20%
1b	Ballfield	$25.00	per rental		$33.52	10%	$30.00	20%
1c	Ballfield Lights - 2 hour minimum	$15.00	per hour		$61.61	72%	$17.00	13%
1d	Dysart Park	$120.00	per day		$145.66	0%	$145.00	21%
1e	Amphitheater & Stage	$35.00	per rental		$45.01	0%	$45.00	29%
1f	Laura May Stewart Building	$85.00	per rental		NA	NA	$90.00	6%
1g	Roosevelt Park Building	New	per rental		NA	NA	$90.00	
1h	Roosevelt Soccer Field	New	per rental		NA	NA	$35.00	

Staffing Fees								
#	Description	Current Fee/Charge	Unit	Notes	Operation Cost	Subsidy %	Suggested Fee	% +/-
1	Monday - Thursday 8:00am - 9:00pm	$12.00	per hour		$20.00	0%	$20.00	67%
2	Monday - Thursday after 5pm, Fri, Sat, Sun and City Holidays	$21.00	per hour		$27.15	1%	$27.00	29%

No changes, 5 year plan in place

Airport Fees

Fees								
#	Description	Current Fee/Charge	Unit	Resolution/ Ordinance	Full Cost	Subsidy %	Suggested Fee	Fee Δ
1	Fuel Sales	Invoice + 25%		Reso. 2015-67	NA	NA	Per Reso 2015-67	NA
2	Tiedown Permanent	$43.75	per month	Reso. 2015-67	NA	NA	Per Reso 2015-67	NA
3	Tiedown Temporary	$4.00	per night	Reso. 2015-67	NA	NA	Per Reso 2015-67	NA
4	City Hangars - A/B Row	$311.50	per month	Reso. 2015-67	NA	NA	Per Reso 2015-67	NA
5	City Hangars - A/B Corner	$382.50	per month	Reso. 2015-67	NA	NA	Per Reso 2015-67	NA
6	City Hangars - C/D Row	$278.75	per month	Reso. 2015-67	NA	NA	Per Reso 2015-67	NA
7	City Hangars - C/D Corner	$349.75	per month	Reso. 2015-67	NA	NA	Per Reso 2015-67	NA
8	City Hangars - E Row	$295.25	per month	Reso. 2015-67	NA	NA	Per Reso 2015-67	NA
9	City Hangars - E Corner	$322.50	per month	Reso. 2015-67	NA	NA	Per Reso 2015-67	NA
10	City Hangars - F-1	$164.00	per month	Reso. 2015-67	NA	NA	Per Reso 2015-67	NA
11	Farrell/Cooper Hangars - FC B-1 thru FC B-8	$175.00	per month	Reso. 2015-67	NA	NA	Per Reso 2015-67	NA
12	Farrell/Cooper Hangars - FC C-1 thru FC D-e	$186.00	per month	Reso. 2015-67	NA	NA	Per Reso 2015-67	NA
13	Farrell/Cooper Hangars - FC S-1 thru FC S-6	$49.25	per month	Reso. 2015-67	NA	NA	Per Reso 2015-67	NA
14	Farrell/Cooper Hangars - FC A & E	$360.75	per month	Reso. 2015-67	NA	NA	Per Reso 2015-67	NA
15	Beasley Hangar	$295.25	per month	Reso. 2015-67	NA	NA	Per Reso 2015-67	NA
16	Access Fees	$20.00	per plane, per month	Reso. 2015-67	NA	NA	Per Reso 2015-67	NA

Building Department Misc. Fee Schedule

Fees								
#	Description	Current Fee/Charge	Unit	Notes	Resolution/ Ordinance	Full Cost	Subsidy %	Suggested Fee	Fee Δ
1	Air handling/ heating or cooling unit replacement	$44.00	Each		Chapter 1, Section 1.8.4 of CBC.	$115.50	0%	$115.00	$0
2	Additional plan review	$176.00	Hour		Chapter 1, Section 1.8.4 of CBC.	$133.00	0%	$133.00	$0
3	Additional plan review- Engineering	$176.00	Hour		Chapter 1, Section 1.8.4 of CBC.	$165.00	0%	$165.00	$0
4	Awning/ canopy (supported by building)	New	Each		Chapter 1, Section 1.8.4 of CBC.	$163.00	0%	$163.00	$0
5	Balcony/ deck	$308.00	Each		Chapter 1, Section 1.8.4 of CBC.	$305.50	0%	$305.00	$0
6	Balcony/ deck railing repair	$176.00	Each		Chapter 1, Section 1.8.4 of CBC.	$190.50	0%	$190.00	$0
7	Carport- custom	$176.00	Each		Chapter 1, Section 1.8.4 of CBC.	$570.50	0%	$570.00	$0
8	Carport- ICC, IAPMO, handout	$220.00	Each		Chapter 1, Section 1.8.4 of CBC.	$305.50	0%	$305.00	$0
9	Cell tower- modifications	$308.00			Chapter 1, Section 1.8.4 of CBC.	$265.50	0%	$265.00	$0
10	Cell tower- new	$308.00	Each		Chapter 1, Section 1.8.4 of CBC.	$854.50	0%	$854.00	$0
11	Change of occupancy	$176.00	Each		Chapter 1, Section 1.8.4 of CBC.	$251.50	0%	$251.00	$0
12	Certificate of Occupancy (Enhanced)	New	Each		Chapter 1, Section 1.8.4 of CBC.	$25.00	0%	$25.00	$0
13	Demolition of building	$132.00	Each Building		Chapter 1, Section 1.8.4 of CBC.	$256.00	0%	$256.00	$0
14	Electric panel replacement	New	Each		Chapter 1, Section 1.8.4 of CBC.	$115.50	0%	$115.00	$0.50
15	Exterior wall covering replacement (up to 400 s.f.)	$264.00			Chapter 1, Section 1.8.4 of CBC.	$253.00	0%	$253.00	$0
16	Fireplace- custom	$176.00	Each		Chapter 1, Section 1.8.4 of CBC.	$353.00	0%	$353.00	$0
17	Fireplace- pre-fabricated with engineering	$176.00	Each		Chapter 1, Section 1.8.4 of CBC.	$330.50	0%	$330.00	$0.50
18	Flag pole (over 20' in height)	$132.00			Chapter 1, Section 1.8.4 of CBC.	$388.00	0%	$388.00	$0
19	Grease trap/ interceptor	$22.00	Each		Chapter 1, Section 1.8.4 of CBC.	$198.00	0%	$198.00	$0

Building Department Misc. Fee Schedule

Fees								
#	Description	Current Fee/Charge	Unit	Notes	Resolution/ Ordinance	Full Cost	Subsidy %	Suggested Fee	Fee Δ
20	Hood- other than Type 1 (including ducts)	$213.00	Each		Chapter 1, Section 1.8.4 of CBC.	$298.00	0%	$298.00	$0
21	Hood- Type 1 (includes exhaust system)	$44.00	Each		Chapter 1, Section 1.8.4 of CBC.	$380.50	0%	$380.00	$0.50
22	Inspection Fee- Hourly	$88.00	Hour		Chapter 1, Section 1.8.4 of CBC.	$110.00	0%	$110.00	$0
23	Job card- replace/ duplicate	$45.00	Each		Chapter 1, Section 1.8.4 of CBC.	$60.50	0%	$60.00	$0.50
24	Lighting pole (up to 6)	$75.00	6		Chapter 1, Section 1.8.4 of CBC.	$463.00	0%	$463.00	$0
25	Lighting pole (up to 6 additional)	$44.00	6		Chapter 1, Section 1.8.4 of CBC.	$105.00	0%	$105.00	$0
26	Manufactured home- installation on private property	$176.00	Each		Chapter 1, Section 1.8.4 of CBC.	$348.00	0%	$348.00	$0
27	Modular unit- installation on private property	$176.00	Each		Chapter 1, Section 1.8.4 of CBC.	$409.00	0%	$409.00	$0
	Patio cover- custom	New	Each		Chapter 1, Section 1.8.4 of CBC.	$323.00	0%	$323.00	$0
29	Patio cover- metal, ICC, IAPMO	$176.00	Each		Chapter 1, Section 1.8.4 of CBC.	$165.50	0%	$165.00	$0.50
30	Patio cover- wood, ICC, IAPMO or handout	$176.00	Each		Chapter 1, Section 1.8.4 of CBC.	$323.00	0%	$323.00	$0
31	Patio enclosure	$440.00	Each		Chapter 1, Section 1.8.4 of CBC.	$350.50	0%	$350.00	$0.50
32	Plan check	$176.00	Each		Chapter 1, Section 1.8.4 of CBC.	$125.00	0%	$125.00	$0
33	Plan check- Structural Engineer	$176.00	Each		Chapter 1, Section 1.8.4 of CBC.	$247.50	0%	$247.00	$0.50
34	Pool/spa- commercial	$484.00	each		Chapter 1, Section 1.8.4 of CBC.	$714.50	0%	$714.00	$0.50
35	Pool/spa- residential custom	$484.00	Each		Chapter 1, Section 1.8.4 of CBC.	$521.00	0%	$521.00	$0
36	Pool/spa- residential fiberglass/ vinyl-lined	$308.00	Each		Chapter 1, Section 1.8.4 of CBC.	$355.50	0%	$375.00	$0.50
37	Pool/spa- residential gunnite	$484.00	Each		Chapter 1, Section 1.8.4 of CBC.	$438.00	0%	$438.00	$0
38	Re-Inspection	$44.00	Each		Chapter 1, Section 1.8.4 of CBC.	$121.00	0%	$121.00	$0

Building Department Misc. Fee Schedule

Fees								
#	Description	Current Fee/Charge	Unit	Notes	Resolution/ Ordinance	Full Cost	Subsidy %	Suggested Fee	Fee Δ
39	Re-roof- commercial (for each 3,000 s.f.)	$264.00	3,000 s.f.		Chapter 1, Section 1.8.4 of CBC.	$198.00	0%	$198.00	$0
40	Re-roof- multifamily (for each 3,000 s.f.)	$264.00	3,000 s.f.		Chapter 1, Section 1.8.4 of CBC.	$198.00	0%	$198.00	$0
41	Re-roof- SFD	$264.00	Each Building		Chapter 1, Section 1.8.4 of CBC.	$198.00	0%	$198.00	$0
42	Research- hourly	$132.00	Hourly		Chapter 1, Section 1.8.4 of CBC.	$91.00	0%	$91.00	$0
43	Residential bathroom remodel- no structural/wall changes	Valuation	Each		Chapter 1, Section 1.8.4 of CBC.	$248.00	0%	$248.00	$0
44	Residential kitchen remodel- no structural/wall changes	Valuation	Each		Chapter 1, Section 1.8.4 of CBC.	$273.00	0%	$273.00	$0
45	Retrofit foundation for a modular or mobil unit	$176.00	Each		Chapter 1, Section 1.8.4 of CBC.	$140.50	0%	$140.00	$0.50
[illegible]	Sales office- conversion to residential or garage use	Valuation	Each		Chapter 1, Section 1.8.4 of CBC.	$140.50	0%	$140.00	$0.50
	Septic tank	$176.00	Each		Chapter 1, Section 1.8.4 of CBC.	$223.00	0%	$223.00	$0
48	Sign- monument	$176.00	Each		Chapter 1, Section 1.8.4 of CBC.	$396.00	0%	$396.00	$0
49	Sign- pole/ billboard	$440.00	Each		Chapter 1, Section 1.8.4 of CBC.	$528.50	0%	$528.00	$0.50
50	Sign- wall	$220.00	Each		Chapter 1, Section 1.8.4 of CBC.	$190.50	0%	$190.00	$0.50
51	Site investigation	$176.00	Each		Chapter 1, Section 1.8.4 of CBC.	$278.00	0%	$278.00	$0
52	Solar- commercial (each additional kw)	Valuation	1kw		Chapter 1, Section 1.8.4 of CBC.	$122.00	0%	$122.00	$0
53	Solar- commercial (up to 4 kw)	Valuation	4 kw		Chapter 1, Section 1.8.4 of CBC.	$243.00	0%	$243.00	$0
54	Solar- ground mount	Valuation	Each		Chapter 1, Section 1.8.4 of CBC.	$470.50	0%	$470.00	$0.50
55	Solar- residential rooftop (more than 10 kw)	$318.50	Each		Chapter 1, Section 1.8.4 of CBC.	$373.00	0%	$373.00	$0
56	Solar- residential rooftop (up to 10 kw)	$318.50	10 kw		Chapter 1, Section 1.8.4 of CBC.	$268.00	0%	$268.00	$0
57	Solar- residential water heater	$88.00	Each		Chapter 1, Section 1.8.4 of CBC.	$257.50	0%	$257.00	$0.50

Building Department Misc. Fee Schedule

Fees								
#	Description	Current Fee/Charge	Unit	Notes	Resolution/ Ordinance	Full Cost	Subsidy %	Suggested Fee	Fee Δ
58	Special Inspector application	New	Each		Chapter 1, Section 1.8.4 of CBC.	$33.00	0%	$33.00	$0
59	Stairs- each flight	$176.00	per flight		Chapter 1, Section 1.8.4 of CBC.	$215.50	0%	$215.00	$0
60	Storage racks (each 100 L.F.)	$176.00	per 100 lf.		Chapter 1, Section 1.8.4 of CBC.	$154.25	0%	$154.00	$0
61	Temporary construction or sales trailer	88.00 hr	Each		Chapter 1, Section 1.8.4 of CBC.	$148.50	0%	$148.00	$0.50
62	Temporary electrical service	$88.00	Each		Chapter 1, Section 1.8.4 of CBC.	$168.00	0%	$168.00	$1
63	Temporary electrical service (each additional pole)	$8.00	Each		Chapter 1, Section 1.8.4 of CBC.	$110.00	0%	$115.00	$13
64	Utility release	New	Each		Chapter 1, Section 1.8.4 of CBC.	$115.50	0%	$115.00	$0.50
	Walk-in tub	$176.00	Each		Chapter 1, Section 1.8.4 of CBC.	$198.00	0%	$198.00	$0
	Wall- combo (each 300 L.F.)	$924.00	300 lf.		Chapter 1, Section 1.8.4 of CBC.	$308.00	0%	$308.00	$0
67	Wall- freestanding (each 300 L.F.)	$924.00	300 lf.		Chapter 1, Section 1.8.4 of CBC.	$333.00	0%	$333.00	$0
68	Wall- pilaster	$308.00	Each		Chapter 1, Section 1.8.4 of CBC.	$333.00	0%	$333.00	$0
69	Wall- retaining- custom (each 50 L.F.)	$528.00	50 lf.		Chapter 1, Section 1.8.4 of CBC.	$538.50	0%	$538.00	$0
70	Wall- retaining- handout (each 50 L.F.)	$528.00	50 lf.		Chapter 1, Section 1.8.4 of CBC.	$278.00	0%	$278.00	$0
71	Water heater replacement	$15.00	Each		Chapter 1, Section 1.8.4 of CBC.	$115.50	0%	$115.00	$0
72	Water/gas piping- installation, alteration or repair	$8.00	Each		Chapter 1, Section 1.8.4 of CBC.	$280.50	0%	$280.00	$0
73	Window/door replacement- residential, no changes to framing	$132.00	Each		Chapter 1, Section 1.8.4 of CBC.	$248.00	0%	$248.00	$0

Building New or Add SF

The Fee defaults to full cost, but can be manualy changed in this column. The per 100 s.f. will automatically update

BUILDING PERMIT FEES - Plan Check, Inspection and Permit Fees Combined

UBC Class	UBC Occupancy	Square Footage	Old Construction Fee Schedule				New Construction Fee Schedule - 100% Cost Recovery			
	Commercial- New	1,001	1,826.00	plus	25.31	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	$2,925.38	plus	26.92	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.
		5,001	2,838.00	plus	22.02	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	4,002.00	plus	30.89	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.
		10,001	3,939.00	plus	7.45	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	5,546.25	plus	20.99	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.
		20,001	4,684.00	plus	7.54	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	7,645.13	plus	9.10	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.
		50,001	6,945.00	plus	8.31	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	10,374.75	plus	6.26	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.
		100,001	11,100.00	plus	11.10	for each additional 100 s.f. or fraction thereof	13,506.75	plus	8.37	for each additional 100 s.f. or fraction thereof
	Tenant Improvements	1	1,151.00	plus	15.77	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 800 s.f.	$1,892.25	plus	47.58	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 800 s.f.
		801	1,782.00	plus	13.78	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 1250 s.f.	2,272.88	plus	89.42	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 1250 s.f.
		1,251	2,471.00	plus	4.55	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 2500 s.f.	2,675.25	plus	54.81	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 2500 s.f.
		2,501	2,926.00	plus	4.83	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5000 s.f.	3,360.38	plus	26.97	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5000 s.f.
		5,001	4,375.00	plus	5.15	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 12,500 s.f.	4,034.63	plus	9.43	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 12,500 s.f.
		12,501	6,950.00	plus	6.95	for each additional 100 s.f. or fraction thereof	4,741.50	plus	12.72	for each additional 100 s.f. or fraction thereof
	Industrial - New	1,001	1,565.00	plus	22.47	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	$2,631.75	plus	17.67	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.
		5,001	2,464.00	plus	19.36	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	3,338.63	plus	20.01	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.
		10,001	3,432.00	plus	6.94	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	4,339.13	plus	13.05	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.
		20,001	4,126.00	plus	6.20	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	5,644.13	plus	4.28	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.
		50,001	5,985.00	plus	7.53	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	6,927.38	plus	4.26	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.
		100,001	9,750.00	plus	9.75	for each additional 100 s.f. or fraction thereof	9,058.88	plus	5.52	for each additional 100 s.f. or fraction thereof
F-1	Woodworking	1,001	1,095.00	plus	30.74	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	$0.00	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.
		5,001	1,710.00	plus	26.65	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.
		10,001	2,376.00	plus	9.18	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.
		20,001	2,835.00	plus	8.93	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.
		50,001	4,175.00	plus	10.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.
		100,001	6,715.00	plus	13.43	for each additional 100 s.f. or fraction thereof	-	plus	-	for each additional 100 s.f. or fraction thereof
F-2	Steel Production/Fabrication	1,001	1,930.00	plus	13.83	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	$0.00	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.
		5,001	3,036.00	plus	11.92	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.
		10,001	4,228.00	plus	4.24	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.
		20,001	5,076.00	plus	3.84	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.
		50,001	7,380.00	plus	4.62	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.
		100,001	12,000.00	plus	6.00	for each additional 100 s.f. or fraction thereof	-	plus	-	for each additional 100 s.f. or fraction thereof
H-4	Repair Garage	1,001	2,023.00	plus	28.62	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	$0.00	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.
		5,001	3,168.00	plus	24.76	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.
		10,001	4,406.00	plus	8.66	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.
		20,001	5,272.00	plus	8.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.
		50,001	7,720.00	plus	9.50	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.
		100,001	12,470.00	plus	12.47	for each additional 100 s.f. or fraction thereof	-	plus	-	for each additional 100 s.f. or fraction thereof
H-5	Aircraft Hangar	1,001	2,194.00	plus	29.18	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	$0.00	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.
		5,001	3,366.00	plus	25.75	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.
		10,001	4,653.00	plus	8.07	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.
		20,001	5,460.00	plus	9.50	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.
		50,001	8,310.00	plus	9.36	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.
		100,001	12,990.00	plus	12.99	for each additional 100 s.f. or fraction thereof	-	plus	-	for each additional 100 s.f. or fraction thereof
I-1.1	Nursery - Full time (5+)	1,001	1,151.00	plus	15.77	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	$0.00	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.
		5,001	1,782.00	plus	13.78	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.
		10,001	2,471.00	plus	4.55	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.
		20,001	2,926.00	plus	4.83	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.
		50,001	4,375.00	plus	5.15	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.
		100,001	6,950.00	plus	6.95	for each additional 100 s.f. or fraction thereof	-	plus	-	for each additional 100 s.f. or fraction thereof
I-1.2	Health Care Centers	1,001	2,360.00	plus	33.38	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	$0.00	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.
		5,001	3,696.00	plus	28.87	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.
		10,001	5,139.00	plus	10.11	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.
		20,001	6,150.00	plus	9.53	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.
		50,001	9,010.00	plus	11.08	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.
		100,001	14,550.00	plus	14.55	for each additional 100 s.f. or fraction thereof	-	plus	-	for each additional 100 s.f. or fraction thereof
I-2	Nursing Home/ Assisted Living /	1,001	2,364.00	plus	33.43	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	$0.00	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.
		5,001	3,702.00	plus	28.93	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.
		10,001	5,148.00	plus	10.08	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.
		20,001	6,156.00	plus	9.56	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.
		50,001	9,025.00	plus	11.09	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.
		100,001	14,570.00	plus	14.57	for each additional 100 s.f. or fraction thereof	-	plus	-	for each additional 100 s.f. or fraction thereof

BUILDING PERMIT FEES - Plan Check, Inspection and Permit Fees Combined

UBC Class	UBC Occupancy	Square Footage	Old Construction Fee Schedule				New Construction Fee Schedule - 100% Cost Recovery			
M	Department Stores	1,001	1,740.00	plus	25.17	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	$0.00	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.
		5,001	2,747.00	plus	21.63	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.
		10,001	3,828.00	plus	7.84	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.
		20,001	4,612.00	plus	6.83	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.,	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.
		50,001	6,660.00	plus	8.46	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.
		100,001	10,890.00	plus	10.89	for each additional 100 s.f. or fraction thereof	-	plus	-	for each additional 100 s.f. or fraction thereof
M	Stores (Retail)	1,001	1,671.00	plus	24.45	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	$0.00	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.
		5,001	2,649.00	plus	20.94	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.
		10,001	3,696.00	plus	7.72	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.
		20,001	4,468.00	plus	6.46	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.
		50,001	6,405.00	plus	8.25	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.
		100,001	10,530.00	plus	10.53	for each additional 100 s.f. or fraction thereof	-	plus	-	for each additional 100 s.f. or fraction thereof
M	Retail Tennant Improvements	1,001	861.00	plus	57.40	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	$0.00	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.
		5,001	1,320.00	plus	50.57	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.
		10,001	1,826.00	plus	15.98	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.
		20,001	2,145.00	plus	18.53	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.
		50,001	3,257.00	plus	18.47	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.
		100,001	5,104.00	plus	25.52	for each additional 100 s.f. or fraction thereof	-	plus	-	for each additional 100 s.f. or fraction thereof
R-1	Hotels & Motels (repeat)	1,001	2,158.00	plus	31.29	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	$0.00	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.
		5,001	3,409.00	plus	26.86	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.
		10,001	4,752.00	plus	9.76	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.
		20,001	5,728.00	plus	8.46	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.
		50,001	8,265.00	plus	10.51	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.
		100,001	13,520.00	plus	13.52	for each additional 100 s.f. or fraction thereof	-	plus	-	for each additional 100 s.f. or fraction thereof
R-1	Apartment Bldg (repeat)	1,001	2,158.00	plus	31.29	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	$0.00	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.
		5,001	3,409.00	plus	26.86	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.
		10,001	4,752.00	plus	9.76	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.
		20,001	5,728.00	plus	8.46	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.
		50,001	8,265.00	plus	10.51	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.
		100,001	13,520.00	plus	13.52	for each additional 100 s.f. or fraction thereof	-	plus	-	for each additional 100 s.f. or fraction thereof
	Residential- New (single or multi family- per dwelling unit)	1	n.a.	plus	n.a.	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 800 s.f.	$2,512.13	plus	24.47	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 800 s.f.
		801	n.a.	plus	n.a.	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 1200 s.f.	2,707.88	plus	67.97	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 1200 s.f.
		1,201	n.a.	plus	n.a.	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 2000 s.f.	2,979.75	plus	43.50	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 2000 s.f.
		2,001	n.a.	plus	n.a.	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 3000 s.f.	3,327.75	plus	44.59	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 3000 s.f.
		3,001	n.a.	plus	n.a.	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 4000 s.f.	3,773.63	plus	63.08	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 4000 s.f.
		4,001	n.a.	plus	n.a.	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 6000 s.f.	4,404.38	plus	41.33	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 6000 s.f.
		6,001	n.a.	plus	n.a.	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10000 s.f.	5,230.88	plus	23.11	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10000 s.f.
		10,001	n.a.	plus	n.a.	for each additional 100 s.f. or fraction thereof	6,155.25	plus	31.19	for each additional 100 s.f. or fraction thereof
	Residental- Production Phase	1	n.a.	plus	n.a.	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 800 s.f.	$2,211.98	plus	28.00	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 800 s.f.
		801	n.a.	plus	n.a.	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 1200 s.f.	2,436.00	plus	7.61	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 1200 s.f.
		1,201	n.a.	plus	n.a.	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 2000 s.f.	2,466.45	plus	60.36	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 2000 s.f.
		2,001	n.a.	plus	n.a.	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 3000 s.f.	2,949.30	plus	27.19	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 3000 s.f.
		3,001	n.a.	plus	n.a.	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 4000 s.f.	3,221.18	plus	53.72	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 4000 s.f.
		4,001	n.a.	plus	n.a.	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 6000 s.f.	3,758.40	plus	39.26	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 6000 s.f.
		6,001	n.a.	plus	n.a.	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10000 s.f.	4,543.58	plus	19.25	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10000 s.f.
		10,001	n.a.	plus	n.a.	for each additional 100 s.f. or fraction thereof	5,313.53	plus	1.27	for each additional 100 s.f. or fraction thereof
R-2.1	Group Care, Non-Amb. (6+)	250	1,109.00	plus	56.76	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 1,250 s.f.	$0.00	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.
		1,250	1,676.00	plus	50.68	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 2,500 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.
		2,500	2,310.00	plus	14.77	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.
		5,000	2,679.00	plus	19.88	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 12,500 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.
		12,500	4,170.00	plus	17.86	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 25,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.
		25,000	6,403.00	plus	25.61	for each additional 100 s.f. or fraction thereof	-	plus	-	for each additional 100 s.f. or fraction thereof
R-2.2 &	Group Care, Ambulatory (6+)	250	1,214.00	plus	64.68	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 1,250 s.f.	$0.00	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.
		1,250	1,861.00	plus	57.02	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 2,500 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.
		2,500	2,574.00	plus	17.95	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.
		5,000	3,023.00	plus	20.95	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 12,500 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.
		12,500	4,594.00	plus	20.79	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 25,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.
		25,000	7,193.00	plus	28.77	for each additional 100 s.f. or fraction thereof	-	plus	-	for each additional 100 s.f. or fraction thereof

BUILDING PERMIT FEES - Plan Check, Inspection and Permit Fees Combined

UBC Class	UBC Occupancy	Square Footage	Old Construction Fee Schedule				New Construction Fee Schedule - 100% Cost Recovery			
R-2.1.1.	Group Care, Non-Amb. (1-5)	300	1,338.00	plus	59.01	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 1,500 s.f.	$0.00	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.
		1,500	2,046.00	plus	52.14	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 3,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.
		3,000	2,828.00	plus	16.24	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 6,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.
		6,000	3,315.00	plus	19.35	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 15,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.
		15,000	5,057.00	plus	18.91	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 30,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.
		30,000	7,893.00	plus	26.31	for each additional 100 s.f. or fraction thereof	-	plus	-	for each additional 100 s.f. or fraction thereof
R-2.2.1 &	Group Care, Ambulatory (1-5)	300	1,338.00	plus	59.01	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 1,500 s.f.	$0.00	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.
		1,500	2,046.00	plus	52.14	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 3,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.
		3,000	2,828.00	plus	16.24	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 6,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.
		6,000	3,315.00	plus	19.35	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 15,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.
		15,000	5,057.00	plus	18.91	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 30,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.
		30,000	7,893.00	plus	26.31	for each additional 100 s.f. or fraction thereof	-	plus	-	for each additional 100 s.f. or fraction thereof
S-1	Mini Storage	1,000	1,253.00	plus	18.34	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	$0.00	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.
		5,000	1,987.00	plus	15.70	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.
		10,000	2,772.00	plus	5.80	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.
		20,000	3,352.00	plus	4.86	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.
		50,000	4,810.00	plus	6.20	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	-	plus	#REF!	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.
		100,000	7,910.00	plus	7.91	for each additional 100 s.f. or fraction thereof	-	plus	#REF!	for each additional 100 s.f. or fraction thereof
S-1	Moderate Hazard Storage	1,000	1,494.00	plus	20.84	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	$0.00	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.
		5,000	2,328.00	plus	18.12	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.
		10,000	3,234.00	plus	6.18	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.
		20,000	3,852.00	plus	6.14	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.
		50,000	5,695.00	plus	6.85	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	-	plus	#REF!	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.
		100,000	9,120.00	plus	9.12	for each additional 100 s.f. or fraction thereof	-	plus	#REF!	for each additional 100 s.f. or fraction thereof
S-2	Low Hazard Storage	1,000	1,947.00	plus	27.31	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	$0.00	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.
		5,000	3,039.00	plus	23.70	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.
		10,000	4,224.00	plus	8.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.
		20,000	5,040.00	plus	7.93	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.
		50,000	7,420.00	plus	9.04	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	-	plus	#REF!	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.
		100,000	11,940.00	plus	11.94	for each additional 100 s.f. or fraction thereof	-	plus	#REF!	for each additional 100 s.f. or fraction thereof
3	Repair Garage	200	1,214.00	plus	80.86	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 1,000 s.f.	$0.00	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.
		1,000	1,861.00	plus	71.27	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 2,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.
		2,000	2,574.00	plus	22.43	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 4,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.
		4,000	3,022.00	plus	26.18	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	-	plus	-	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.
		10,000	4,593.00	plus	26.01	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	-	plus	#REF!	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.
		20,000	7,194.00	plus	35.97	for each additional 100 s.f. or fraction thereof	-	plus	#REF!	for each additional 100 s.f. or fraction thereof
	Residential- Addition (single or multi family)	1	1,320.00	plus	90.73	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 300 s.f.	$1,740.00	plus	43.50	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 300 s.f.
		301	2,046.00	plus	79.21	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 500 s.f.	1,870.50	plus	184.88	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 500 s.f.
		501	2,838.00	plus	26.39	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including800 s.f.	2,240.25	plus	101.50	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including800 s.f.
		801	3,366.00	plus	27.51	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 1500 s.f.	2,544.75	plus	63.70	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 1500 s.f.
		1,501	5,016.00	plus	29.70	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 2,000 s.f.	2,990.63	plus	91.35	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 2,000 s.f.
		2,001	7,986.00	plus	39.93	for each additional 100 s.f. or fraction thereof	3,447.38	plus	122.82	for each additional 100 s.f. or fraction thereof
	Residential- Remodel (single or multi family)	1	1,109.00	plus	70.95	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 300 s.f.	$1,326.75	plus	18.13	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 300 s.f.
		301	1,676.00	plus	63.35	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 500 s.f.	1,381.13	plus	119.63	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 500 s.f.
		501	2,310.00	plus	18.47	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including800 s.f.	1,620.38	plus	39.88	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including800 s.f.
		801	2,679.00	plus	24.85	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 1500 s.f.	1,740.00	plus	38.84	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 1500 s.f.
		1,501	4,170.00	plus	22.32	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 2,000 s.f.	2,011.88	plus	21.67	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 2,000 s.f.
		2,001	6,402.00	plus	32.01	for each additional 100 s.f. or fraction thereof	2,153.25	plus	31.08	for each additional 100 s.f. or fraction thereof
	Shell Buildings	1	806.00	plus	11.21	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 1,000 s.f.	$2,707.88	plus	30.45	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 1,000 s.f.
		1,001	1,255.00	plus	9.75	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	3,012.38	plus	11.15	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.
		5,001	1,742.00	plus	3.32	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	3,458.25	plus	15.23	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.
		10,001	2,074.00	plus	3.30	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	4,219.50	plus	7.29	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.
		20,001	3,065.00	plus	3.71	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	4,948.13	plus	3.19	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.
		50,001	4,920.00	plus	4.92	for each additional 100 s.f. or fraction thereof	5,905.13	plus	4.23	for each additional 100 s.f. or fraction thereof
	Garage/ Storage/ Workshop	1	n.a.	plus	n.a.	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 400 s.f.	$1,054.88	plus	24.47	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 400 s.f.
		401	n.a.	plus	n.a.	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 600 s.f.	1,152.75	plus	59.81	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 600 s.f.
		601	n.a.	plus	n.a.	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 1,000 s.f.	1,272.38	plus	32.63	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 1,000 s.f.
		1,001	n.a.	plus	n.a.	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 1,500 s.f.	1,402.88	plus	28.28	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 1,500 s.f.
		1,501	n.a.	plus	n.a.	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	1,544.25	plus	63.77	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.
		20,001	n.a.	plus	n.a.	for each additional 100 s.f. or fraction thereof	1,620.38	plus	84.57	for each additional 100 s.f. or fraction thereof

Planning Department

Planning Fees*

#	Description	Current Fee/Charge	Unit	Notes	Full Cost	Subsidy %	Suggested Fee	% +/-
1	Adult Ent Zoning Permit	$7,562.00			$931.55	-712%	$7,562.00	$0
2	Annexation Fee	$4,489.00	Deposit		$8,236.13		$8,845.00	Deposit
3	Appeal of PC Decision	$7,155.00			$1,829.19	0%	$1,829.00	-74%
4	Appeal of Planning Dept. Decision	$4,942.00			$3,498.76	0%	$3,498.00	-29%
5	Certificate of Completion/Lot Line Adj	$1,086.00			$1,916.60	0%	$1,965.00	81%
6	Clarification of Ambiguity/Omission	$1,723.00			$789.23	0%	$789.00	-54%
7	Conditional Use Permit	$4,779.00			$4,718.11	0%	$4,718.00	-1%
8	Conditional Use Permit Amend	$7,211.00			$4,374.93	0%	$4,374.00	-39%
9	CUP - sexually oriented business	$5,031.00			$2,313.59	0%	$2,313.00	-54%
10	Design Review	$4,904.00			$5,881.84	0%	$5,881.00	20%
11	Design Review Amend	New			$4,474.40	NA	$4,474.00	New
12	Development Agreements	$8,352.00	Deposit		Variable	NA	$26,008.00	Deposit
13	EIR-City Admin Charge	$6,417 + consultant's fees	Deposit		Variable	NA	$13,226.00	Deposit
14	Environmental - Mitigation Monitoring	New	Deposit		Variable	NA	$5,000.00	Deposit
15	Environmental Assessment - ND or MND	$3,124.00			$8,161.33	-1%	$8,209.00	**163%**
16	Environmental Filing Fee/ Environmental Fish and Game Fee	New			NA	NA	Actual Cost	Actual Cost
17	Extension of Time, CUP or Design Review	New			$717.07	0%	$717.00	New
18	Final Parcel Map	$4,379.00			$958.38	0%	$958.00	-78%
19	Final Tract Map (51 + lots)	$8,195.00		Plus 70/lot	$1,885.73	0%	$1,885.00	-77%
20	Final Tract Map (first 50 lot)	$4,885.00			$1,514.79	0%	$1,514.00	-69%
21	General Plan Amendment (Land Use)	$6,192.00			$8,008.18	0%	$8,008.00	29%
22	General Plan Amendment (Policy)	$6,900.00			$7,070.04	0%	$7,070.00	2%
23	Landscape - minor	$884.00			$935.72	0%	$935.00	6%
24	Landscape review - major	$2,030.00			$1,028.46	0%	$1,028.00	-49%
25	Lot Line Adjustment	$1,086.00			$797.92	NA	$797.00	-27%
26	Lot Merger	$761.00			$673.81	0%	$673.00	-12%

*A 3% Technical and Facilities based surcharge will be added to all Flat and Deposit Based Application Fees.

Planning Department

Planning Fees *

#	Description	Current Fee/Charge	Unit	Notes	Full Cost	Subsidy %	Suggested Fee	% +/-
27	Cannabis Cultivation Permit - Personal	$170.00			$779.46	67%	$255.00	50%
28	Minor develop plan review - SFD	$890.00			$890.67	0%	$890.00	0%
29	Minor modification of an Application	$2,465.00			$1,011.73	0%	$1,011.00	-59%
30	Mural permit	$1,310.00			$650.06	0%	$650.00	-50%
31	Planning letters	$55- $80			$168.82	0%	$168.00	50%
32	Pre App Review	New			$1,410.15	NA	No Charge	N/A
33	Request for Public Hearing	$1,802.00			$1,953.23	0%	$1,953.00	8%
34	Sign Permit - Freestanding Sign	New			$499.85	0%	$499.00	N/A
35	Sign Permit - Panel Change Only	New			$108.42	0%	$108.00	N/A
36	Sign Review	$537.00			$278.90	0%	$278.00	-48%
37	Site Plan Review	$5,885.00			$859.99	0%	$859.00	-85%
38	Specific Plan	$9,863.00	Deposit		Variable	NA	$16,133.00	Deposit
39	Specific Plan Amend	$10,405.00	Deposit		Variable	NA	$11,656.00	Deposit
40	Temp Signs	$235.00			$278.90	0%	$278.00	18%
41	Temp use permit	$1,001.00			$1,065.86	0%	$1,065.00	6%
	Sidewalk Vending Temporary Use Permit	New	Flat		$0.00	0%	$0.00	0%
42	Tentative Map Time Extension	$4,258.00			$3,508.07	0%	$3,508.00	-18%
43	Tentative Parcel Map	$9,811.00			$8,253.27	0%	$8,253.00	-16%
44	Tentative Tract Map (Less than 50 lots)	$7,757.00	Deposit		$8,936.41	-1%	$8,985.00	Deposit
45	Tentative Tract Map (50 lots or more)	New	Deposit		$9,983.73	0%	$9,983.00	Deposit
46	Tentative Tract Map Condition Monitoring	New	Deposit			NA	$5,000.00	Deposit
47	Variance	$4,292.00			$4,269.81	0%	$4,269.00	-1%
48	Zone Change	$8,524.00			$6,917.76	0%	$6,917.00	-19%
49	Zone Text Amend.	$6,900.00			$6,950.07	0%	$6,950.00	1%
50	Technology Surcharge added to all Fees above	$0.00				0%	2.5%	

*A 3% Technical and Facilities based surcharge will be added to all Flat and Deposit Based Application Fees.

Misc. Utility Customer Service Fees

Water & Waste Water Utility Fees								
#	Description	Current Fee/Charge	Unit	Notes	Full Cost	Subsidy %	Suggested Fee	% +/-
1	Water Deposit - Residential - Initial - Credit Check							
2	Green Rating				NA	NA	$0.00	
3	Yellow Rating				NA	NA	$100.00	
4	Red Rating				NA	NA	$150.00	
5	Water Deposit - No Credit Check or Letter of Credit				NA	NA	$150.00	
6	Water Deposit - All Other Classes of Service	New			NA	NA	2X est average for location or min of $50.00	
7	Water Deposit - Reconnection After Processing for Non-Payment	New			NA	NA	3X est ave bill	
8	Water Account Set - Up Fee - next business day	$27.00			$29.00	NA	$30.00	11%
9	Water Account Set - Up Fee - Same Day (8:00 a.m. to 12:00 p.m.)	$30.00			$32.00	NA	$35.00	17%
10	Water Account Set - Up Fee - Same Day (12:00 p.m. to 3:00 p.m.)	$30.00			$44.00	NA	$45.00	50%
11	Water Account Set - Up Fee - After Hours (3:00 - 8:00 a.m. next business day & holidays and weekends)	$146.00			$220.00	NA	$219.00	50%
12	Water Meter Reinstallation Fee	$95.00		Customer self restore and/or damaged meter	$139.00	NA	$142.00	49%
13	Cut/Broken Lock Fee	New					$15.00	
14	After p.m. t/on fee	$146.00			$217.00	NA	$219.00	50%
	Water Meter Installation Fee of (Brand New Service)							
15	3/4" Meter	$258.00	Per Meter		$284.00		$285.00	10%
16	1" Meter	$384.00	Per Meter		$410.00		$414.00	8%
17	1 1/2 " Meter	$580.00	Per Meter		$602.00		$608.00	5%
18	2" Meter	$765.00	Per Meter		$873.00		$875.00	14%
19	Anything larger than 2"	T & M	Per Meter				T & M	
20	Water Meter Test Fee	$80.00	One test free per year	Add'l tests are $80.00	$98.00		$100.00	25%
21	Water Backflow/Cross Connection Testing	$82.00	Plus materials				$82.00	0%
22	Backflow Device Installation - Time & Materials	T & M	Each				T & M	
23	Fire Flow Test	$92.00	Each		$94.00		$95.00	3%
24	Installation of Gate Valve Fee	$87.00	Per hour + Materials				$87.00	0%
25	Water Service Lateral Installation (3/4" Meter)	$4,025.00					$4,025.00	0%

Misc. Utility Customer Service Fees								
26	Water Service Lateral Installation (1" Meter)	$4,140.00					$4,140.00	0%
27	Water Service Lateral Installation (1 1/2" Meter)	$4,685.00					$4,685.00	0%
28	Water Service Lateral Installation (2" Meter)	$4,855.00					$4,855.00	0%
29	Water Service Lateral Installation (>2" Meter)	T & M	Time & Material				T & M	
30	Construction water meter deposit (hydrant meter)	$500.00	Per Meter		NA	NA	$800.00	
31	Sewer Connection Investigation - Dye Check	$82.00			$94.00		$95.00	16%
32	Trespass/Diversion/Theft of Service	$250.00		1st offense	NA	NA	$300.00	20%
33	Trespass/Diversion/Theft of Service	$500.00		2nd offense	NA	NA	$600.00	20%

Misc. Utility Customer Service Fees

Miscellaneous Fees								
#	Description	Current Fee/Charge	Unit	Notes	Full Cost	Subsidy %	Suggested Fee	% +/-
1	Delinquent Notice Fee	$13.50		Account balances more than $75 31 days past due	NA	NA	$18.50	27%
2	Door Hanger Fee	$13.50					$18.50	27%
3	Late Fee	New		1.5 % of unpaid balance after 30 days but less than $75	NA	NA	10 % of unpaid balance after 30 days but less than $75.00	NA
4	Non-Sufficient Payment Return Fee - (Check & Autopay)	$25.00	Add $13.50 Door Hanger	1st Occurance			$25.00	Add New Door Hanger Fee
5	Non-Sufficient Payment Return Fee - (Check & Autopay)	$35.00	Add $13.50 Door Hanger	2nd Occurance within 12 months			$35.00	Add New Door Hanger Fee
	Processing Fee for Credit Check for Deposit Determination	New	Each Person				$2.50	
7	Processing Fee for Non-Payment	New		per service	NA	NA	$45.00	NA

Electric Utility Fees								
#	Description	Current Fee/Charge	Unit	Notes	Full Cost	Subsidy %	Suggested Fee	% +/-
1	Reconnection Charge (Additional) OH or UG service terminated by electric crew	$265.00			$558.83	29%	$397.00	33%
2	Reconnection Charge (Additional) Service Drop removed by electric crew	$265.00			$265.02	0%	$265.00	0%
3	Trespass/Diversion/Theft of Service	$250.00		1st Offense	NA	NA	$975.00	
4	Customer Requested Electric Operations Service Call "Trip Charge"	New		Charge is assessed if an additional trip is required to complete the service call, due to customer oversight	$124.68	1%	$124.00	
5	Electric Deposit - Residential - Initial - Credit Check	New						
6	Green Rating				NA	NA	$0.00	
7	Yellow Rating				NA	NA	$100.00	
8	Red Rating				NA	NA	$150.00	

Misc. Utility Customer Service Fees								
9	Electric Deposit - No Credit Check or Letter of Credit				NA	NA	$150.00	
10	Electric Deposit - All Other Classes of Service	New		2X est average for location or min of 100.00	NA	NA	2X est average for location or min of $100.00	
11	Electric Deposit - Reconnection After Processing for Non-Payment	New			NA	NA	3X est ave bill	
12	Electric Account Set - Up Fee - next business day	$27.00			NA	NA	$30.00	10%
13	Electric Account Set - Up Fee - Same Day (8:00 a.m. to 12:00 p.m.)	$30.00			NA	NA	$35.00	14%
14	Electric Account Set - Up Fee - Same Day (12:00 p.m. to 3:00 p.m.)	$30.00			NA	NA	$45.00	33%
15	Electric Account Set - Up Fee - After Hours (3:00 - 8:00 a.m. next business day & holidays and weekends)	$146.00			NA	NA	$219.00	33%

Police

Fees	Below are Set By BMC Codes			
#	Description	Fee (Penalty/Late Fee)	Unit	Governing Code
1	Prohibited Stopping or Parking at red curb	$45.00*		13-21 BMC
2	Prohibited Stopping or Parking	$58.00*		13-22A BMC
3	Parking not to Obstruct Traffic	$58.00*		13-23 BMC
4	All night and vehicle maintenance parking prohibited	$50.00*/$50.00		13-24 BMC
5	Standing or Parking on one-way roadway	$45.00*/$45.00		13-25 BMC
6	Parking on grades	$45.00*/$45.00		13-26 BMC
7	Unlawful parking--peddlers, vendors	$80.00*/$80.00		13-27 BMC
8	Temporary parking restrictions	$45.00*/$45.00		13-28 BMC
9	Time limit parking zones -- green curbs	$58.00*		13-29 BMC
10	Parking within space markings	$45.00*/$45.00		13-30 BMC
11	Parking in freight and passenger loading zones--time limits	$45.00*/$45.00		13-32 BMC
12	Stopping in Alley	$58.00*		13-33 BMC
	Designated bus and taxicab zones	$80.00*/$80.00		13-34 BMC
	Restricted use of Bus and Taxicab zones	$58.00*		13-35 BMC
15	Trailer or semi-trailer parking prohibited	$80.00*/$80.00		13-39 BMC
16	Commercial Parking in Business & Residential districts	$80.00*/$80.00		13-40 BMC
17	Parking in excess of 72 hours	$45.00*		10.12.045 BMC
18	Commercial vehicle -- parking prohibited	$113.00*		10.16.020 BMC
19	Vehicle parked transporting animals/nuisance	$100.00*		10.16.020A1 BMC
20	Vehicle parked with hazardous substance within city	$100.00*		10.16.020A2 BMC
21	Vehicle parked on road for repair	$100.00*		10.16.020A3 BMC
22	Commercial vehicles over 10,000 lbs. parking in residential area	$113.00*		10.16.020B1 BMC
23	Commercial vehicles over 10,000 lbs. parking on lot/unimproved	$113.00*		10.16.020B2 BMC
24	Commercial vehicles over 10,000 lbs. parking within 100 ft of residential area	$113.00*		10.16.020B3 BMC
25	Commercial vehicles over 10,000 lbs. parking within 150 ft of driveway opening	$113.00*		10.16.020B4 BMC

Full Cost	Subsidy %	Suggested Fee	Fee Δ
NA	NA	$45.00*	$0
NA	NA	$58.00*	$0
NA	NA	$58.00*	$0
NA	NA	$50.00*/$50.00	$0
NA	NA	$45.00*/$45.00	$0
NA	NA	$45.00*/$45.00	$0
NA	NA	$80.00*/$80.00	$0
NA	NA	$45.00*/$45.00	$0
NA	NA	$58.00*	$0
NA	NA	$45.00*/$45.00	$0
NA	NA	$45.00*/$45.00	$0
NA	NA	$58.00*	$0
NA	NA	$80.00*/$80.00	$0
NA	NA	$58.00*	$0
NA	NA	$80.00*/$80.00	$0
NA	NA	$80.00*/$80.00	$0
NA	NA	$45.00*	$0
NA	NA	$113.00*	$0
NA	NA	$100.00*	$0
NA	NA	$100.00*	$0
NA	NA	$100.00*	$0
NA	NA	$113.00*	$0
NA	NA	$113.00*	$0
NA	NA	$113.00*	$0
NA	NA	$113.00*	$0

Police								
26	Commercial vehicles over 10,000 lbs. parking in commercial property	$113.00*		10.16.020B5 BMC	NA	NA	$113.00*	$0
27	Commercial vehicles over 10,000 lbs. parking in non-residential property	$113.00*		10.16.020B6 BMC	NA	NA	$113.00*	$0
28	Commercial vehicles over 10,000 lbs. parking in alley	$113.00*		10.16.020B7 BMC	NA	NA	$113.00*	$0
29	Commercial vehicles over 10,000 lbs. parking adjacent to public facility	$113.00*		10.16.020B8 BMC	NA	NA	$113.00*	$0
30	Commercial vehicles over 10,000 lbs. unattached trailer	$113.00*		10.16.020B9 BMC	NA	NA	$113.00*	$0
31	Commercial vehicles over 10,000 lbs. idling over 15 minutes	$113.00*		10.16.020C BMC	NA	NA	$113.00*	$0
32	Unregistered vehicle	$73.00*		4000A CVC	NA	NA	$73.00*	$0
33	Display of license plate	$73.00*		5200 CVC	NA	NA	$73.00*	$0
34	Improper Display of Tabs	$30.00*		5204A CVC	NA	NA	$30.00*	$0
35	Unauthorized Parking on Public Grounds	$35.00*		21113A CVC	NA	NA	$35.00*	$0
36	Stopping/Parking in Bicycle lane	$35.00*		21211A CVC	NA	NA	$35.00*	$0
[illegible]	Parking within Intersection	$48.00*		22500A CVC	NA	NA	$48.00*	$0
[illegible]	Parking in Crosswalk	$48.00*		22500B CVC	NA	NA	$48.00*	$0
39	Parking adjacent to Safety Zone	$48.00*		22500C CVC	NA	NA	$48.00*	$0
40	Parking within 15 feet of Fire Station Driveway	$48.00*		22500D CVC	NA	NA	$48.00*	$0
41	Parking blocking a driveway	$48.00*		22500E CVC	NA	NA	$48.00*	$0
42	Parking on a sidewalk	$48.00*		22500F CVC	NA	NA	$48.00*	$0
43	Parking blocking excavation	$48.00*		22500G CVC	NA	NA	$48.00*	$0
44	Double Parking	$48.00*		22500H CVC	NA	NA	$48.00*	$0
45	Parking in a posted bus zone	$263.00*		22500I CVC	NA	NA	$263.00*	$0
46	Parking on a bridge	$48.00*		22500K CVC	NA	NA	$48.00*	$0
47	Parking blocking wheelchair access	$338.00*		22500L CVC	NA	NA	$338.00*	$0
48	Parking in posted Fire lane	$80.00*		22500.1 CVC	NA	NA	$80.00*	$0
49	Parking more than 18" from the curb	$48.00*		22502A CVC	NA	NA	$48.00*	$0
50	Posted no parking	$35.00*		22505B CVC	NA	NA	$35.00*	$0
51	Parking in/Obstructing space designated for the disabled	$338.00*		22507.8A CVC	NA	NA	$338.00*	$0
52	Obstrucing/blocking disabled space	$338.00*		22507.8B CVC	NA	NA	$338.00*	$0
53	Parking on blue crosshatch	$338.00*		22507.8C CVC	NA	NA	$338.00*	$0
54	Obstructing disabled parking space	$338.00*		22507.8C1 CVC	NA	NA	$338.00*	$0
55	Obstructing disabled parking space	$338.00*		22507.8C2 CVC	NA	NA	$338.00*	$0

Police

56	Parking within 15' of Fire hydrant	$35.00*		22514 CVC	NA	NA	$35.00*	$0
57	Unattended vehicle	$35.00*		22515B CVC	NA	NA	$35.00*	$0
58	Locking person in vehicle	$35.00*		22516 CVC	NA	NA	$35.00*	$0
59	Parking within 7.5 feet of railroad track	$35.00*		22521 CVC	NA	NA	$35.00*	$0
60	Parking within 3' of a sidewalk access ramp	$338.00*		22522 CVC	NA	NA	$338.00*	$0
61	Abandoned vehicle	$275.00*/$50.00		22523 CVC	NA	NA	$275.00*/$50.00	$0

Towing and Storage Services Fees - Below Set By Contract								
#	Description	Current Fee/Charge	Unit	Notes	Full Cost	Subsidy %	Suggested Fee	Fee Δ
1	Base Towing Rate - Class A Tow Truck	$130.00	per hour, 1 hr minimum		NA	NA	$130.00	$0
2	Heavy Duty Towing Rate - Class B Tow Truck	$165.00	per hour, 1 hr minimum		NA	NA	$165.00	$0
3	Heavy Duty Towing Rate - Class C and D Tow Truck	$250.00	per hour		NA	NA	$250.00	$0
4	Related Service	$350.00	per hour for crane recovery		NA	NA	$350.00	$0
	Lock Out (no towing required)	$65.00			NA	NA	$65.00	$0
	Lock Out (towing required)	No Charge			NA	NA	No Charge	NA
7	Dolly	No Charge			NA	NA	No Charge	NA
8	After Hours Release Fee	$65.00			NA	NA	$65.00	$0
9	**Storage**							
9a	Automobiles	$30.00	per day, outside		NA	NA	$30.00	$0
9b	Automobiles	$35.00	per day, inside		NA	NA	$35.00	NA
9c	Motorcycles	$15.00	per day, outside		NA	NA	$15.00	$0
9d	Motorcycles	$20.00	per day, inside		NA	NA	$20.00	$0
9e	Trucks, 1 ton under 20 ft.	$40.00	per day		NA	NA	$40.00	$0
9f	Trucks, over 20 ft.	$50.00	per day, per unit		NA	NA	$50.00	$0

Miscellaneous								
#	Description	Current Fee/Charge	Unit	Notes	Full Cost	Subsidy %	Suggested Fee	Fee Δ
1	All Reports - Black & White	$0.25	per copy		NA	NA	$0.25	$0
2	All Reports - Color	$0.35	per copy		NA	NA	$0.35	$0
3	Report Request Form - Black & White	$0.25	per copy		NA	NA	$0.25	$0
4	Report Request Form - Color	$0.35	per copy		NA	NA	$0.35	$0

Police

5	Special Events Charge (4 hr minimum)	$65.00	per officer, per hour		$102.84	5%	$97.50	$33
6	Special Events Charge (4 hr minimum)	$70.00	per corporal, per hour		$124.16	15%	$105.00	$35
7	Special Events Charge (4 hr minimum)	$80.00	per sergeant, per hour		$130.37	8%	$120.00	$40
8	Special Events Charge (4 hr minimum)	New	per Lieutenant, per hour		$192.39	45%	$105.00	NA
9	Special Events Charge (4 hr minimum)	New	per Captain, per hour		$180.72	31%	$125.00	NA
10	DUI Investigation & Fine	$110.00	per vehicle		NA	NA	$110.00	$0
11	DUI Enforcement Charge	Same as special events chg			NA	NA	Same as special events chg	NA
12	DUI Recovery	New		Allowed under California Government Code Sections 53155; cannot exceed $12,000	Variable	NA	Actual Cost Up to $12,000	NA
	K-9 Unit Service Charge	Same as special events chg			NA	NA	Same as special events chg	NA
14	Public Dance Fee	Same as special events chg			NA	NA	Same as special events chg	NA
15	Traffic Control Fee	Same as special events chg			NA	NA	Same as special events chg	NA
16	Vehicle Storage Release	$77.00	per vehicle		NA	NA	$115.50	$39
17	Vehicle Storage Release - 30 day	New	per vehicle		NA	NA	$115.50	NA
18	False Alarm Response	none		1st response	NA	NA	none	NA
19	False Alarm Response	none		2nd response	NA	NA	none	NA
20	False Alarm Response	$72.00		3rd response	NA	NA	$72.00	NA
21	False Alarm Response	$144.00		4th response	NA	NA	$144.00	NA
22	False Alarm Response	$144.00		5th + response	NA	NA	$144.00	NA
23	Clearance Letter Fee	$25.00	per letter		$27.70	10%	$25.00	$0
24	Photo Sales Charges	$10.00	per print		$10.00	0%	$10.00	$0
25	Bicycle Licenses	$6.00	per licence		NA	0%	$5.00	-$1
26	Fingerprint Fee	$15.00	+ D.O.J. fees if applicable		NA	NA	$15.00	$0

Police

27	Vacant & Distressed Building Fee	$75.00	Each Property/Per Year	Resolution 2009-09
28	Tape Duplication Fee	$30.00	per tape	
29	Civil Court Case Charge	Actual Salary Involved		

		$75.00	
$17.21	13%	$15.00	-$15
NA	NA	Actual Salary Involved	NA

Fire Department

Plan Review/Inspection								
#	Description	Current Fee/Charge	Unit	Notes	Full Cost	Subsidy %	Suggested Fee	% +/-
1	Residential Plan Review/Inspection	$134.00	per hour (1 hr. min.)		$181.72	0%	$182.00	26%
2	Commercial/Industrial Plan Review/Inspection	$134.00	per hour (1 hr. min.)		$181.72	0%	$182.00	26%
3	Automatic Fire Extinguisher Plan Review/Inspection	$134.00	per hr./person		$181.72	0%	$182.00	26%
4	Fire Alarm Plan Review/Inspection	$134.00	per hr./person		$181.72	0%	$182.00	26%
5	Sprinkler System Plan Review/Inspection	$134.00	per hr./person		$181.72	0%	$182.00	26%

Fire Code Compliance Inspection								
#	Description	Current Fee/Charge	Unit	Notes	Full Cost	Subsidy %	Suggested Fee	% +/-
1	Annual State Mandated Inspection	$134.00	per hr./person (1 hr. min.)		$181.72	0%	$182.00	26%
2	Operational Permit Annual Inspection	New	per hour (1 hr. min.)		$181.72	0%	$182.00	N/A
3	New Business Fire Hazard Inspection	$134.00	per hr./person (1 hr. min.)		$181.72	0%	$182.00	26%
4	**Engine Company Inspection**							
5	Inspection	no fee			$0.00	100%	$0.00	N/A
6	1st Reinspection	no fee			$0.00	100%	$0.00	N/A
7	Subsequent reinspection	$134.00	per hr./person		$181.72	0%	$182.00	26%
8	Fire Suppression Cost Recovery	Actual Cost			NA	NA	Actual Cost	NA
9	Fire Prevention Investigation	Covered by County Contract			NA	NA	Covered by County Contract	NA
10	EMT Service, Non-resident	Covered by County Contract			NA	NA	Covered by County Contract	NA
11	Care Facility serving 25 or fewer persons	$50.00		Mandated by State	NA	NA	$50.00	$0
12	Care Facility serving 26 or more persons	$100.00		Mandated by State	NA	NA	$100.00	$0
13	**Hazardous Materials Record Location**							
13.a	Category 1, Level 1a	$268.00			NA	NA	$268.00	$0
13.b	Category 1, Level 1b	$335.00			NA	NA	$335.00	$0
13.c	Category 2, Level 2a	$268.00			NA	NA	$268.00	$0
13.d	Category 2, Level 2b	$335.00			NA	NA	$335.00	$0
13.e	Category 3, Level 3a	$402.00			NA	NA	$402.00	$0
13.f	Category 3, Level 3b	$469.00			NA	NA	$469.00	$0
14	Hazardous Materials Response	Actual Cost			Variable	NA	Actual Cost	NA
15	Non Compliance Fee	New	per hour (1 hr. min.)		$181.72	0%	$182.00	NA
16	Special Event fee	New	per hour (1 hr. min.)		$181.72	0%	$182.00	NA
17	Special Event - Inspection Fee	New	per hour (1 hr. min.)		$181.72	0%	$182.00	NA

Engineering

Public Works Permit Fees								
#	Description	Current Fee/Charge	Unit	Notes	Full Cost	Subsidy %	Suggested Fee	% +/-
1	Curb & Gutter - <100 ft.	$60.00			$95.52	1%	$95.00	37%
2	Curb & Gutter - >100 ft.	New	per 100 ft		$42.84	0%	$43.00	N/A
3	Sidewalk - <400 sq. ft	$60.00			$95.52	1%	$95.00	37%
4	Sidewalk - >400 sq. ft	New	per 100 ft		$18.79	-1%	$19.00	N/A
5	Pavement - <1000 ft.	$120.00			$148.20	0%	$148.00	19%
6	Pavement - each additional 1000 ft.	New			$95.52	1%	$95.00	N/A
7	Driveway approach - Residential	$60.00	Each		$95.52	-1%	$96.00	38%
8	Driveway approach - Commercial	$81.00	Each		$121.86	1%	$121.00	33%
9	Wheelchair Ramp	$60.00	Each		$95.52	-1%	$96.00	38%
10	Cross gutter/spandrel	$103.00	Each		$138.36	0%	$138.00	25%
11	Sewer main, storm drain, water main <50 ft.	$82.00			$173.12	0%	$173.00	**53%**
12	Sewer main, storm drain, water main >50 ft.	New	per 50 LF		$42.84	0%	$43.00	N/A
13	Sewer lateral	$60.00	Each		$90.32	0%	$90.00	33%
14	Water service	$60.00	Each		$90.32	0%	$90.00	33%
15	Sewer manhole	$81.00	Each		$116.66	1%	$116.00	30%
16	Sewer Clean out	$82.00	Each		$116.66	1%	$116.00	29%
17	Water line Hot Tap	$174.00	Each	Includes the water main run in r/w	$195.68	0%	$195.00	11%
18	Storm Drain Inlet	$189.00	Each		$227.22	0%	$227.00	17%
19	Storm Drain Connector pipe	$145.00	Each		$174.54	0%	$174.00	17%
20	Parkway drain	$81.00	Each		$121.86	1%	$121.00	33%
21	Fire Hydrant	$270.00	Each		$319.56	0%	$319.00	15%
22	Air Vac blow off	$103.00	Each		$253.56	1%	$250.00	**59%**
23	Street Tree	$60.00	Each		$95.52	1%	$95.00	37%
24	Street name & traffic sign	$60.00	Each		$95.52	1%	$95.00	37%
25	Dye Test	$104.00	Each		$144.00	0%	$144.00	28%
26	Penalty for work w/o permit	$244.00			NA	NA	x 2 permit fee	NA

Engineering

27	Overtime inspection	$154.00			$210.72	NA	75% of permit fee	NA
28	Re-Inspection Fee	1.5 x time spent			NA	NA	25% of permit fee	NA

Excavation permit								
#	Description	Current Fee/Charge	Unit		Full Cost	Subsidy %	Suggested Fee	% +/-
1	Individual project (parallel to street)	$189.00			$227.22	0%	$227.00	$38
2	Individual project (across the street)	$188.00			$227.22	0%	$227.00	$39

Preliminary Project Review								
#	Description	Current Fee/Charge	Unit		Full Cost	Subsidy %	Suggested Fee	% +/-
1	Specific Plan - preliminary	$3,871.00			Deposit		$5,000.00	Deposit
2	Specific Plan amendment - preliminary	$2,540.00			Deposit		$3,000.00	Deposit
	E.I.R - preliminary	$2,862.00			Deposit		$5,000.00	Deposit
	Drainage study	$1,240.00			$2,742.19	-2%	$2,800.00	56%
5	Soils Report	New			$2,742.19		$2,800.00	N/A
6	WQMP Review Deposit	$3,000.00	Deposit		Deposit		$3,000.00	Deposit
7	Traffic study	$2,504.00			$2,800.97	0%	$2,800.00	11%
8	Tentative parcel map - preliminary	$1,843.00			$2,238.97	0%	$2,238.00	18%
9	Tentative tract map - preliminary	$2,531.00			$3,130.97	0%	$3,130.00	19%
10	Tent map- (MH, RV)- preliminary	$2,360.00			$3,130.97	0%	$3,130.00	25%
11	Tent Comm/Indus parcel >4 lots- preliminary	$2,429.00			$2,909.54	0%	$2,909.00	17%
12	Site Plan	$289.00			$360.91	0%	$360.00	20%
13	Plot Plan	$289.00			$392.15	0%	$392.00	26%
14	Condominium - preliminary	$1,023.00			$1,210.24	0%	$1,210.00	15%
15	Consultant service - preliminary	184.00 + consultant's fee			NA		10% over consultants fee	NA

Final Map Review								
#	Description	Current Fee/Charge	Unit		Full Cost	Subsidy %	Suggested Fee	% +/-
1	Final map - 0 - 50 lots	$4,885.00			$7,411.56	0%	$7,420.00	34%

Engineering								
2	Final map -51 or more lots	$8,159.00 +$70.00 per lot	per add't lot over 50		$12,561.76		$5,991.00+$90.00 per lot	-$2,168
3	Third check up-final	$914.00			$949.34	0%	$950.00	4%
4	Certificate of Correction - final	$836.00			$999.09	0%	$1,000.00	16%
5	Amend Map-final	$932.00			$1,092.04	0%	$1,095.00	15%
6	Consultant service -final	$183.00 + consultant's fee		Deposit	NA	NA	10% over consultant	NA

Grading								
#	Description	Current Fee/Charge	Unit		Full Cost	Subsidy %	Suggested Fee	% +/-
1	Rough grading 1-5 sheets	$1,734.00			$2,485.35	0%	$2,490.00	30%
2	Rough grading 6-9 sheets	$2,843.00			$3,816.60	0%	$3,820.00	26%
3	Rough grading 10-20 sheets	$4,691.00			$7,042.81	0%	$7,050.00	33%
4	Rough grading per sheet above 20 sheets	New			$9,047.18		$7,050 + $250 per sheet	N/A
	Precise Grading 0-49 lots	$1,249.00			$2,554.62	0%	$2,554.00	**51%**
6	Precise Grading Per lot over 49 lots	New			$2,477.29		$2,554.00+$40.00 per lot	N/A
7	Grading/Stockpile Permit 51-100 CY	$45.00			$52.68	1%	$52.00	13%
8	Grading/Stockpile Permit 101-1,000 CY	$45.00		Plus $21 for every 100 cy or fraction thereof	$52.68	1%	$52.00	13%
9	Grading/Stockpile Permit 1,001-10,000 CY	$230.00		Plus $25 for every 1,000 cy or fraction thereof	$293.22	0%	$293.00	22%
10	Grading/Stockpile Permit 10,001-100,000 CY	$380.00		Plus $75 for every 10,000 cy or fraction thereof	$492.51	0%	$492.00	23%
11	Grading/Stockpile Permit 100,001 or more CY	$1,075.00		Plus $85 for every 10,000 cy or fraction thereof	$1,383.60	0%	$1,383.00	22%

Engineering

Inspections								
#	Description	Current Fee/Charge	Unit		Full Cost	Subsidy %	Suggested Fee	% +/-
1	Inspections - Subdivision Developments	4% of est. constr. costs			NA	NA	4% of est. constr. costs	NA
2	Industrial Waste Inspection	$175.00			NA	NA	Consultant costs + 10%	NA
3	NPDES Inspection	$110.00	per lot		$158.04	0%	$158.00	30%

Final Parcel Map								
#	Description	Current Fee/Charge	Unit		Full Cost	Subsidy %	Suggested Fee	% +/-
1	P.C. Final Map - 1st Sheet	Variable	1st Sheet Only		$2,264.92	0%	$2,275.00	NA
2	P.C. Final Map - Additional sheet	Variable	Each Add'tSheet		$807.24	0%	$810.00	NA

scellaneous Fees								
	Description	Current Fee/Charge	Unit		Full Cost	Subsidy %	Suggested Fee	% +/-
1	Flood Zone Development	$705.00			$1,093.53	0%	$1,095.00	36%
2	Encroachment permit	$352.00			$218.39	0%	$218.00	-61%
3	Over sized/weight permit (Caltrans Rate)	$16.00	Per Trip		$15.62	-2%	$16.00	0%
4	Reimbursement agreement	$1,056.00	Each		$1,084.04	0%	$1,084.00	3%
5	Dedication Document	$224.00	Each		$407.33	-1%	$410.00	45%
6	Street Abandonment	$435.00	Each		$1,168.32	0%	$1,170.00	63%
7	Service Letter	$63.00	Each		$95.17	0%	$95.00	34%
8	Lot Line Adjustment	$619.00	Each		$814.67	0%	$814.00	24%
9	Lot Merger	$619.00	Each		$814.67	0%	$814.00	24%
10	Certificate of Compliance	$653.00	Each		$814.67	0%	$814.00	20%
11	Plan Storage & GIS Maintenance Fee	$12.00	per sheet		$22.75	-1%	$23.00	48%
12a	24" x 36" or Smaller Printout	$12.00	per sheet		$19.37	-3%	$20.00	40%
12b	24" x 36" or Smaller Printout	$12.00	per sheet		$10.12	1%	$10.00	-20%
13	Appeals to City Council or Planning Commission	$543.00			$639.19	0%	$639.00	15%

Engineering								
14	Landscape Maintenance District - Annexation	$3,986.00			NA	NA	$3,986.00	NA
15	Assessment/Mello Roos District Deposit	$10,000 min			NA	NA	$10,000 min	NA
16	Technology Surcharge	New					2.5%	
Improvement Plan Review								
1	Improvement Plan Review: 1-5 Sheets	New			$1,185.23	NA	$1,235.00	NA
2	Improvement Plan Review: 5-10 Sheets	New			$3,499.22	NA	$3,650.00	NA
3	Improvement Plan Review: 10-20 Sheets	New			$5,405.66	NA	$5,705.00	NA
4	Improvement Plan Review: 20+ Sheets	New			$8,132.69	NA	$8,535.00	NA

EXHIBIT B
NOTICE OF EXEMPTION

Notice of Exemption

Appendix E

To: ☐ Office of Planning and Research
P.O. Box 3044, Room 212
Sacramento, CA 95812-3044

☒ County Clerk
County of Riverside
P.O. Box 751
Riverside, CA 92502-0751

From:

City of Banning
99E. Ramsey Street
P.O. Box 998
Banning, CA 92220

Project Title:

Ordinance No. 1553, amending Chapter 3.36 and adopting Resolution No. 2019-113

Project Applicant: **City of Banning; 99 East Ramsey Street, Banning, CA, 92220**

Project Location – Specific:

All parcels; all properties; in the City of Banning

Project Location – City: **City of Banning** Project Location – County: **Riverside County**

Description of Nature, Purpose and Beneficiaries of Project:

City of Banning, CA

Name of Public Agency Approving Project: **City of Banning**

Name of Person or Agency Carrying Out Project: **City of Banning**

Exempt Status: **(check one)**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: **Section's 15378(b)(4) and 15273(a)(1) and (2)**
- ☐ Statutory Exemptions. State code number:

Reasons why project is exempt:

The project does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect change in the environment.

Lead Agency **City of Banning**
Contact Person: **Adam Rush** Area Code/Telephone/Extension: **(951) 922-3131**

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☒ Yes ☐ No

Signature: _____ Date: 12-10-19 Title: Community Development Director

x Signed by Lead Agency
☐ Signed by Applicant Date received for filing at OPR: _____

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Revised 2011

ORDINANCE 1553

AN ORDINANCE OF THE CITY OF BANNING, CALIFORNIA, AMENDING CHAPTER 3.36 ("FEE AND SERVICE CHARGE REVENUE/COST COMPARISON") OF TITLE 3 ("REVENUE AND FINANCE") OF THE BANNING MUNICIPAL CODE CONCERNING THE CITY'S SCHEDULE FOR FEES AND SERVICE CHARGES, MAKING FINDINGS PURSUANT TO CEQA, AND REPEALING PROVISIONS OF CONFLICTING ORDINANCES ESTABLISHING OR MODIFYING USER FEES

The City Council of the City of Banning does hereby ordain as follows:

Section 1. The City Council makes the following findings in connection with the adoption of this Ordinance:

A. The City Council of the City of Banning initiated an amendment to Chapter 3.36 ("Fee and Service Charge Revenue/Cost Comparison") of Title 3 ("Revenue and Finance") of the Banning Municipal Code ("BMC") concerning the City's schedule of fees and service charges.

B. BMC Chapter 3.36.040 directs the City Manager to annually/seasonally review fees and charges to recover the percentage of costs reasonably borne in providing the regulation products or services enumerated in Chapter 3.36 in the percentage of costs reasonably borne and on the schedule of rate review and revision as established in Section 3.36.080 of Chapter 3.36, and recommend changes to the City Council for adoption.

C. On September 10, 2019, the City Council held a duly noticed public hearing to consider proposed amendments to BMC Chapter 3.36, the approval of a *Comprehensive User Fee Study Report* prepared by Willdan Financial Services and dated January 2, 2019, and the adoption of an updated Master User Fee Schedule for the following City departments and fee groups: Finance and Administration; Animal Control; Community Services; Airport; Building; Planning; Utility Billing; Electric Utility; Police; Fire; and Engineering. Following the receipt of testimony, the City Council continued the matter off-calendar and forwarded the proposed updated Master User Fee Schedule to the Council's Budget & Finance Committee for further review and recommendations.

D. On October 22, 2019, the City Council held a duly noticed public hearing to consider proposed amendments to BMC Chapter 3.36, the approval of a *Comprehensive User Fee Study Report* prepared by Willdan Financial Services and dated January 2, 2019, and the adoption of an updated Master User Fee Schedule for the following City departments and fee groups: Finance and Administration; Animal Control; Community Services; Airport; Building; Planning; Utility Billing; Electric Utility; Police; Fire; and

Engineering. Following the receipt of testimony, and upon staff's recommendation, the City Council again forwarded the proposed updated Master User Fee Schedule to the Council's Budget & Finance Committee for further review and recommendations.

E. On December 10, 2019, the City Council held a duly noticed public hearing to consider proposed amendments to BMC Chapter 3.36, the approval of a *Comprehensive User Fee Study Report* prepared by Willdan Financial Services and dated January 2, 2019, and the adoption of an updated Master User Fee Schedule for the following City departments and fee groups: Finance and Administration; Animal Control; Community Services; Airport; Building; Planning; Utility Billing; Electric Utility; Police; Fire; and Engineering. The proposed amendments to BMC Chapter 3.36 are the subject of this Ordinance.

F. In accordance with the requirements of the California Environmental Quality Act (CEQA), staff analyzed the proposed amendments to BMC Chapter 3.36, the approval of a *Comprehensive User Fee Study Report* prepared by Willdan Financial Services and dated January 2, 2019, and the adoption of an updated Master User Fee Schedule (collectively, the "Project"), and determined that pursuant to CEQA Guidelines Sections 15378(b)(4), 15273(a)(1), and 15273(a)(2), the Project is not subject to CEQA because these actions (1) involve the creation of a government funding mechanism which does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment, and (2) establish fees to meet operating expenses, including employee wage rates and fringe benefits, and to purchase and/or lease supplies, equipment, and materials.

G. All other prerequisites to the adoption of this Ordinance, as specified by the Mitigation Fee Act (Cal. Gov. Code, § 66000 *et seq.*) and other applicable laws, have been satisfied.

Section 2. The City Council makes the following California Environmental Quality Act findings in connection with the adoption of this Ordinance:

A. City staff has evaluated the potential environmental impacts of the adoption of this Ordinance, the approval of the *Comprehensive User Fee Study Report* prepared by Willdan Financial Services and dated January 2, 2019, and the proposed updated Master User Fee Schedule pursuant to the California Environmental Quality Act ("CEQA"). City staff has determined that these actions do not constitute a "project" under CEQA pursuant to State CEQA Guidelines Section 15378(b)(4) because these actions involve the creation of a government funding mechanism which does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. In addition, City Staff has determined that these actions are statutorily exempt from CEQA under CEQA Guidelines Sections 15273(a)(1) and (a)(2) because these actions are establishing fees to meet operating expenses, including employee wage rates and fringe benefits, and to purchase and/or lease supplies, equipment, and materials.

B. The City Council concurs with City staff's determination that the adoption of this Ordinance, the approval of the *Comprehensive User Fee Study Report* prepared by Willdan Financial Services and dated January 2, 2019, and the proposed updated Master User Fee Schedule do not constitute a project under CEQA pursuant to CEQA Guidelines Section 15378(b)(4). The City Council additionally concurs with City staff's determination that the adoption of this Ordinance, the approval of the *Comprehensive User Fee Study Report* prepared by Willdan Financial Services and dated January 2, 2019, and the proposed updated Master User Fee Schedule are statutorily exempt from CEQA pursuant to CEQA Guidelines Sections 15273(a)(1) and (a)(2).

C. The City Council hereby directs City staff to file the Notice of Exemption, attached to this Ordinance as Exhibit A, with the County Clerk pursuant to CEQA Guidelines Section 15062 within five (5) days of the date that this Ordinance is adopted.

Section 3. Section 3.36.030 ("'Costs Reasonably Borne' Defined") of Chapter 3.36 ("Fee and Service Charge Revenue/Cost Comparison") of Title 3 ("Revenue and Finance") of the Banning Municipal Code is hereby amended to read as follows:

"**3.36.030 "Costs reasonably borne" defined.**

'Costs reasonably borne,' as used and ordered to be applied in this chapter are to consist of the following elements:

A. Direct Labor (Personnel Costs): The costs related to staff salaries for time spent directly on free-related services.

B. Department Overhead: A proportional allocation of department overhead costs, including operation costs such as supplies and materials that are necessary for the department to function.

C. Central Services Overhead: These costs detailed in Appendix A to the adopted Comprehensive User Fee Study Report dated January 2, 2019, representing services provided by those central services departments whose primary function is to support other city departments."

Section 4. Section 3.36.040 ("Delegation of Authority and Direction to City Manager") of Chapter 3.36 ("Fee and Service Charge Revenue/Cost Comparison") of Title 3 ("Revenue and Finance") of the Banning Municipal Code is hereby amended to read as follows:

"A. The city manager is directed to annually/seasonally review fees and charges to recover the percentage of costs reasonably borne in providing the regulation products or services enumerated in this chapter.

B. 'Costs reasonably borne' shall be defined in Section 3.36.030."

Section 5. Section 3.36.050 ("Public Meeting") of Chapter 3.36 ("Fee and Service Charge Revenue/Cost Comparison") of Title 3 ("Revenue and Finance") of the Banning Municipal Code is hereby deleted in its entirety.

Section 6. Section 3.36.060 ("Provision of Data") of Chapter 3.36 ("Fee and Service Charge Revenue/Cost Comparison") of Title 3 ("Revenue and Finance") of the Banning Municipal Code is hereby deleted in its entirety.

Section 7. Sections 3.36.070 ("Fees for Qualifying Projects") through 3.36.080 are hereby renumbered as Sections 3.36.050 through 3.36.060, respectively.

Section 8. Section 3.36.060 ("Schedule of Fees and Service Charges") of Chapter 3.36 ("Fee and Service Charge Revenue/Cost Comparison") of Title 3 ("Revenue and Finance") of the Banning Municipal Code is hereby amended to read as follows:

"**3.36.060 Schedule of fees and service charges.**

The fees and charges levied under this chapter to recover all or a percentage of costs reasonably borne necessary to provide a product or service shall be paid in the amounts established by resolution of the city council. The amount of the fees and charges may be adjusted annually for inflation on July 1st of each year by the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U): Riverside-San Bernardino-Ontario (or any successor index), as specified in the resolution that adopts the fee and charge amounts or by the periodic preparation of a new comprehensive fee study prepared and adopted pursuant to the Mitigation Fee Act (Gov. Code, § 66000 *et seq.*)."

Section 9. Repeal of Prior User Fees Adopted by Conflicting Ordinances. Any and all provisions of prior ordinances establishing or modifying user fees in the categories established in the *Comprehensive User Fee Study Report* prepared by Willdan Financial Services and dated January 2, 2019, which duplicate or conflict with the provisions of Exhibit A to Resolution 2019-113, are hereby repealed and replaced with the fees set forth in Exhibit A to Resolution 2019-113 and the terms and conditions established by Resolution 2019-113 upon the effective date of the new user fees as provided for in Resolution 2019-113.

Section 10. Publication, Effective Date. The City Clerk shall certify to the passage and adoption of this Ordinance, and shall make a minute order of the passage and adoption thereof in the records and the proceeding of the City Council at which time the same is passed and adopted. This Ordinance shall be in full force and effect thirty (30) days after its final passage and adoption, and within fifteen (15) calendar days after its final passage, the City Clerk shall publish, or cause a summary of this Ordinance to be published in a newspaper of general circulation and shall post the same at City Hall, 99 E. Ramsey Street, Banning, California. The City Clerk shall cause the Ordinance to be printed, published, and circulated.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Banning, California, this 14th day of January 2020.

Daniela Andrade, Mayor
City of Banning

ATTEST:

Sonja De La Fuente, Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

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

CERTIFICATION:

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Ordinance 1553 was duly introduced at a regular meeting of the City Council of the City of Banning, held on the 10th day of December, 2019, and was duly adopted at a regular meeting of said City Council on the 14th day of January, 2020, by the following vote, to wit:

AYES: Andrade, Happe, Wallace & Welch

NOES: None

ABSTAIN: None

ABSENT: None

Sonja De La Fuente, Deputy City Clerk
City of Banning, California

Exhibit A

Notice of Exemption

Notice of Exemption

Appendix E

To: ☐ Office of Planning and Research
P.O. Box 3044, Room 212
Sacramento, CA 95812-3044

☒ County Clerk
County of Riverside
P.O. Box 751
Riverside, CA 92502-0751

From:

City of Banning
99E. Ramsey Street
P.O. Box 998
Banning, CA 92220

Project Title:

Ordinance No. 1553, amending Chapter 3.36 and adopting Resolution No. 2019-113

Project Applicant: **City of Banning; 99 East Ramsey Street, Banning, CA, 92220**

Project Location – Specific:

All parcels; all properties; in the City of Banning

Project Location – City: **City of Banning** Project Location – County: **Riverside County**

Description of Nature, Purpose and Beneficiaries of Project:

City of Banning, CA

Name of Public Agency Approving Project: **City of Banning**

Name of Person or Agency Carrying Out Project: **City of Banning**

Exempt Status: **(check one)**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: **Section's 15378(b)(4) and 15273(a)(1) and (2)**
- ☐ Statutory Exemptions. State code number:

Reasons why project is exempt:

The project does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect change in the environment.

Lead Agency **City of Banning**
Contact Person: **Adam Rush** Area Code/Telephone/Extension: **(951) 922-3131**

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☒ Yes ☐ No

Signature: _____ Date: 12-10-19 Title: Community Development Director

x Signed by Lead Agency
☐ Signed by Applicant Date received for filing at OPR: _____

Authority cited: Sections 21083 and 21110, Public Resources Code.

Revised 2011

RESOLUTION 2024-92

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH MATRIX CONSULTING GROUP LTD ("MATRIX") FOR THE COMPREHENSIVE USER FEE AND IMPACT FEE STUDY IN AN AMOUNT NOT-TO-EXCEED $96,954.00

WHEREAS, the City desires to undertake a comprehensive citywide review and evaluation of user fee and rate charges resulting in a cost-based user fee study. The Comprehensive User Fee Study will calculate the full 100% cost of providing certain City services and provide a recommended fee to be charged for each applicable service; and

WHEREAS, the City will have to comply with Proposition 26, Proposition 218, and other applicable statutory requirements (including the 2024 California Business Roundtable Ballot initiative ("2024 CBRT Ballot Initiative")); and

WHEREAS, on March 6, 2024, staff released a Request for Proposals for the Comprehensive User Fee and Impact Fee Study. In response, one proposal was received by Matrix. After evaluation of the proposal, staff recommends the award of a Professional Services Agreement to Matrix; and

WHEREAS, the total cost of the Professional Services Agreement (PSA) with Kimley-Horn is for a "not-to-exceed" amount of $96,954.00, which includes a 10% contingency

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

SECTION 1. The City Council approves the Professional Services Agreement with Matrix for the Comprehensive User Fee and Impact Fee Study in an amount of $88,140.00, attached as Exhibit A, and approves a ten percent contingency for a total not-to-exceed amount of $96,954.00.

SECTION 2. The City Council authorizes the City Manager to make non-substantive changes to the Professional Services Agreement and to execute the Professional Services Agreement with Matrix on behalf of the City Council.

SECTION 3. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to this resolution and to approve changes orders within the ten percent contingency.

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

PASSED, APPROVED AND ADOPTED this 11th day of June 2024.

Alberto Sanchez, Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

Serita R. Young, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-92, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 11th day of June 2024 by the following vote, to wit:

AYES: Flynn, Happe, Minjares, Sanchez, and Wallace.

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A
Agreement with Matrix Consulting

AGREEMENT FOR PROFESSIONAL SERVICES (C01032) FOR THE COMPREHENSIVE USER FEE AND IMPACT FEE STUDY BY AND BETWEEN CITY OF BANNING AND MATRIX CONSULTING GROUP, LTD

THIS AGREEMENT FOR PROFESSIONAL SERVICES (herein "Agreement") is made and entered into this day: _____, ("Effective Date") by and between the **CITY OF BANNING,** a California municipal corporation ("City") and Matrix Consulting Group, LTD, a California Corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought by issuance of a Request for Proposals (RFP #23-056) for the performance of the services for the Comprehensive User Fee and Impact Fee Study and as further defined and described particularly in Article 1 of this Agreement.

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

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

D. Pursuant to the City of Banning's Municipal Code, City has authority to enter into this Agreement.

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the "Scope of Services" attached hereto as **Exhibit A** and incorporated herein by this reference, which services may be referred to herein as the "Services" hereunder. As a material inducement to City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the Services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. Consultant covenants that it shall follow the highest professional standards in performing the Services required hereunder and that all materials will be of good quality, and fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional

standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contract Documents and Exhibits.

This Agreement includes the Request for Proposal and Consultant's accepted proposal ("Contract Documents"), both of which are on file with the City and incorporated herein by this general reference as though fully set forth herein. **Exhibit A** (Scope of Services), **Exhibit B** (Special Requirements), **Exhibit C** (Schedule of Compensation), and **Exhibit D** (Schedule of Performance) also constitute a part of this Agreement and are incorporated into this Agreement by this reference. Except as set forth in Section 1.10 regarding **Exhibit B**, this Agreement controls over the Contract Documents and the provisions in **Exhibits A, B** and **C**.

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain and maintain during the term of this Agreement, at its sole cost and expense, all necessary licenses, permits, certificates and approvals required by law for the performance of Services under this Agreement, including a City business license. Consultant shall have the sole obligation to pay for all fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and which arise from or are necessary for Consultant's performance of the Services required by this Agreement. Consultant shall indemnify, defend and hold harmless City, its officers, employees or agents, against all such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Services.

By executing this Agreement, Consultant warrants that Consultant: (i) has thoroughly investigated and considered the Scope of Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities and any difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions existing therein, prior to commencement of Services hereunder. Should Consultant discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder, Consultant shall immediately inform City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer (defined in Section 1.12. A).

1.6 Prevention of Loss and Damages.

Consultant shall adopt reasonable methods during the Term (defined in Section 3.4) to furnish continuous protection to the work product, and the equipment, materials, papers,

documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Services by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra services beyond that specified in the Scope of Services or to make changes by altering, adding to or deducting from the Services. No such extra services may be undertaken unless a written order is first given by the Contract Officer to Consultant, which written order incorporates therein an adjustment in (i) the Contract Sum (as defined in Section 2.1), and/or (ii) the Schedule of Performance, (as defined in Section 3.2), and which written order is approved in writing by Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum, or $25,000, whichever is less; or in the Schedule of Performance of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to Services which are specifically set forth in the Scope of Services or which are reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the Services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.9 Facilities and Equipment.

Except as otherwise provided, Consultant shall, at its own cost and expense, provide all facilities and equipment necessary to perform the Services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space ("City Facilities"), as City deems, in its sole discretion, to be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to a computer, long distance telephone, network data, internet or other communication charges, vehicles and reproduction facilities.

1.10 Special Requirements.

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

1.11 Corrections.

In addition to the indemnification obligations set forth in Article 4, and Sections 1.4, 1.13, 5.3, 5.4, and 6.3, Consultant shall correct, at its expense, all errors in the Services which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction(s) in a reasonably timely manner, such correction(s) may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction(s) from any retention amount held by City, or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction(s), as provided in Section 6.3.

1.12 Party Representatives.

A. Contract Officer: For the purposes of this Agreement, the Contract Officer shall be the City Manager, or such other person designated in writing by the City Manager ("Contract Officer"). Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of City required hereunder to carry out the terms of this Agreement.

B. Principals and Personnel of Consultant.

1) Consultant Representative: The following principal of Consultant is hereby designated as being the Consultant Representative authorized to act on Consultant's behalf regarding the Services specified herein and make all decisions in connection therewith:

Name	Title
Khushboo Ingle	Vice President

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Consultant Representative were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing Consultant Representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Consultant Representative. For purposes of this Agreement, the foregoing Consultant Representative may not be replaced nor may their responsibilities be substantially reduced or reassigned by Consultant without the express written approval of City. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the Services, and Consultant shall refer any decisions which must be made by City to the Contract Officer.

2) Consultant's Personnel: Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified to perform such Services. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and sub-contractors, if any, assigned to perform the Services required under this Agreement.

Consultant shall notify City of all changes in Consultant's staff and sub-contractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such performance. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires to reassign any staff or sub-contractor of Consultant, City shall give notice as set forth in Section 8.1. Consultant shall, immediately upon the receipt of the notice to re-assign staff from City, reassign such person or persons.

1.13 Independent Contractor.

A. Consultant is an independent contractor and not an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. All Services provided pursuant to this Agreement shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services. Any additional personnel performing Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

B. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Consultant's personnel practices. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section.

1.14 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, the Consultant Representative and employees were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this

Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, as full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rates set forth in the "Schedule of Compensation" attached hereto as **Exhibit C** and incorporated herein by this reference. In no event shall Consultant be paid more than Eighty-Eight Thousand One Hundred Forty Dollars ($88,140.00) (the "Contract Sum"). The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by City. Coordination of the performance of the Services with City is a critical component of the Services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending those meetings.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

City shall only reimburse Consultant for those actual and necessary expenses expressly set forth in **Exhibit C**. Reimbursable expenses may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual sub-contractor expenses of an approved sub-contractor pursuant to Section 1.14, and only if specified in the Schedule of Compensation.

2.4 Unauthorized Services and Expenses.

City will not pay for any Services or reimburse for any expenses incurred which are not specified in the Scope of Services, unless authorized in writing as set forth in Section 1.8 of this Agreement. City shall make payment for such authorized additional Services and expenses in accordance with Article 2 of this Agreement.

2.5 Invoices.

Each month Consultant shall furnish to City an original invoice for all Services performed and expenses incurred during the preceding month. Each such invoice shall contain all of the information set forth in Section III of **Exhibit C** to this Agreement. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the

Agreement. Consultant shall not invoice City for any duplicate Services performed by more than one person.

City shall independently review each invoice submitted by Consultant to determine whether the Services performed and expenses incurred are in compliance with the provisions of this Agreement. City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice, except as to any charges for Services performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 6.3. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City of any invoice provided by Consultant shall not constitute waiver of any rights or remedies provided herein or any applicable law.

2.6 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the "Schedule of Performance" attached hereto as **Exhibit D** and incorporated herein by this reference.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant. Such unforeseeable consequences include, but are not restricted to, acts of God or public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified, subject to the provisions of Section 1.8. The Contract Officer's determination (or the City Council's determination, in the event the period of enforced delay exceeds the period specified in Section 1.8) shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant

be entitled to recover damages against City for any delay in the performance of this Agreement, however caused; Consultant's sole remedy shall be the extension of the Agreement pursuant to this Section.

3.4 Term.

The Term of this Agreement shall be from the Effective Date through June 30, 2025, unless sooner terminated as provided in Article 6 of this Agreement or extended as provided in Sections 1.8 and 3.3 of this Agreement. Maximum term and any subsequent amendment or modification shall not exceed five (5) years.

ARTICLE 4. INSURANCE AND INDEMNIFICATION

4.1 Minimum Scope and Limits of Insurance.

Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

A. Commercial General Liability Insurance with a minimum limit of $1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of $2,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, members, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

B. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of $1,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy.

C. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of $1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required; however, Consultant shall execute a declaration that it has no employees.

D. Professional Liability/Errors and Omissions Insurance with minimum limits of $1,000,000.00 per claim and in the aggregate.

4.2 Acceptability of Insurers.

The insurance policies required under this Article shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest

edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Article.

4.3 Additional Insured.

The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

4.4 Primary and Non-Contributing.

The insurance policies required under this Article shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

4.5 Consultant's Waiver of Subrogation.

The insurance policies required under this Article shall not prohibit Consultant and Consultant's employees, agents or sub-contractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

4.6 Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City; or Consultant shall procure a bond guaranteeing payment of losses and expenses.

4.7 Cancellations or Modifications to Coverage.

Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Article during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Article is canceled or reduced in coverage or limits, Consultant shall, within two (2) Business Days (as defined in Section 8.12) of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

4.8 City Remedy for Noncompliance.

If Consultant does not maintain the policies of insurance required under this Article in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Article, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City, or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

4.9 Evidence of Insurance.

Prior to the performance of Services under this Agreement, Consultant shall furnish the City Clerk with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Article. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with the City Clerk. Consultant shall provide proof to the City Clerk that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

4.10 Indemnity Requirements not Limiting.

Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under this Agreement.

4.11 Sub-contractor Insurance Requirements.

Consultant shall require each of its sub-contractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Article.

4.12 Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnification of City.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, sub-contractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2.

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Article from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's sub-contractor, its officers, agents, servants, employees, sub-contractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's sub-contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Article, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Article shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Article shall survive the expiration or termination of this Agreement.

ARTICLE 5. RECORDS, REPORTS, AND RELEASE OF INFORMATION

5.1 Service Records.

Consultant shall keep, and require sub-contractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and Services performed hereunder (the "Service Records"), as shall be necessary to perform the Services required by this Agreement and enable the Contract Officer

to evaluate the performance of such Services. Any and all such Service Records shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such Service Records at all times during normal business hours of City, including the right to inspect, copy, audit and make copies and transcripts from such Service Records. Such Service Records shall be maintained for a period of three (3) years following completion of the Services hereunder, and City shall have access to such Service Records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the Service Records may be given to City, and access shall be provided by Consultant's successor in interest ("Consultant's Successor"). If custody of the Service Records is given to Consultant's Successor, Consultant shall give written notice to City of the transfer of the Service Records to Consultant's Successor. The notice shall include contact information (address and telephone number) for Consultant's Successor, and access shall be provided to City by Consultant's Successor.

5.2 Reports.

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

5.3 Ownership of Documents.

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

5.4 Confidentiality and Release of Information.

A. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the

public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

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

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

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub-contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any Party regarding this Agreement and the Services performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite the response.

ARTICLE 6. ENFORCEMENT OF AGREEMENT AND TERMINATION

6.1 California Law.

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

6.2 Disputes; Default.

A. In the event that City determines Consultant is in default under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any Services performed after the date of default. In addition to the provisions of Section 4.8, and the right to terminate pursuant to Section 6.7, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City may serve Consultant with written notice of the default. Consultant shall have ten (10) calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance.

In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

B. In the event of termination pursuant to this Section, City may take over the Services and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed City as provided in Section 6.3.

6.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement): (i) any payment amount of which may be in dispute hereunder or which is necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, (ii) all amounts retained pursuant to the provisions of Section 4.8, (iii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement, and (iv) all payments due or that become due to Consultant during the period that Consultant or any of its sub-contractors fail to maintain any required insurance in full force and effect, until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City, as provided in Section 4.9, above. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein.

6.4 Waiver.

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

6.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party

of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

6.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant must file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action against City under this Agreement.

6.7 Termination Prior to Expiration of Term.

This Article 6 shall govern any termination of this Agreement except as specifically provided in Section 6.2 for termination for default of Consultant. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of Consultant, the period of notice may be a shorter time as may be determined by the Contract Officer. In addition, Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of City, the period of notice may be a shorter time as Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Except where Consultant has initiated termination, Consultant shall be entitled to compensation for all Services rendered prior to the effective date of the notice of termination and for any Services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 6.3. In the event Consultant has initiated termination, Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 6.2.

6.8 Attorneys' Fees.

In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorney's fees on any appeal, and in addition the Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 7. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

7.1 Non-liability of City Officers and Employees.

No officer or employee of City shall be personally liable to Consultant, or Consultant's Successor, in the event of any default or breach by City or for any amount which may become due to Consultant or Consultant's Successor, or for breach of any obligation of the terms of this Agreement.

7.2 Conflict of Interest.

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

No officer or employee of City shall have any direct or indirect financial interest in this Agreement within the scope of Government Code section 1090, nor shall any such officer or employee make, participate in making, or use his or her official position to influence, any City decision relating to the Agreement which has a material financial effect on his or her financial interests or the financial interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given, and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Consultant and its officers, employees, associates and sub-contractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar services for other clients; but Consultant and its officers, employees, associates and sub-contractors shall not, without the Contract Officer's prior written approval, perform services for another person or entity for whom Consultant is not currently performing services that would require Consultant or one of its officers, employees, associates or sub-contractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

7.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed, and that employees

are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry, or other protected class.

7.4 Unauthorized Aliens.

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

ARTICLE 8. MISCELLANEOUS PROVISIONS

8.1 Notices.

Any notice, demand, request, document, consent, approval, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on confirmed delivery by courier service or overnight delivery service during Consultant's and City's regular business hours; or (b) three (3) Business Days after deposit in the United States mail, by certified or registered mail, and addressed to the Party to be notified as set forth below:

If to City	Attn: Lincoln Bogard Deputy City Manager City of Banning 99 East Ramsey Street Banning, California 92220 Email: lbogard@banningca.gov
With a courtesy copy to:	Serita R. Young, City Attorney Richards, Watson & Gershon 350 South Grand Avenue, 37th Floor Los Angeles, California 90071 Email: SYoung@rwglaw.com
If to Consultant:	Attn: Richard Brady President Matrix Consulting Group, LTD 1650 S. Amphlett Blvd., Suite 213 San Mateo, CA 94402 Email: rbrady@matrixcg.net

8.2 Interpretation.

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

8.3 Counterparts.

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

8.4 Integration; Amendment.

This Agreement, and all exhibits referred to in this Agreement, constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. No amendment to or modification of this Agreement, nor any provision or breach hereof waived, shall be valid unless made in writing and approved by Consultant and by City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

8.5 Severability.

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

8.6 Mutual Cooperation.

A. City's Cooperation. City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

8.7 No Third Party Beneficiaries Intended.

This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

8.8 Final Payment Acceptance Constitutes Release.

The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's Services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, sub-contractors and agents for the accuracy and competency of the information provided and/or Services performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the Services prepared by Consultant, its employees, sub-contractors and agents.

8.9 Non-Appropriation of Funds.

Payments to be made to Consultant by City for Services performed within the current fiscal year which are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Consultant's Services beyond the current fiscal year, this Agreement shall cover payment for Consultant's Services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

8.10 Headings.

The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

8.11 Word Usage.

Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

8.12 Business Days.

"Business Days" refers to days that the Banning City Hall is open for business.

8.13 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that (i): such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver

this Agreement on behalf of that Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which that Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

8.14 Electronic Signatures.

Each Party may adopt as its signature an electronic identification consisting of a symbol or code that is affixed to or contained in each document transmitted by such Party ("electronic signature"). The Parties hereto herby agree that electronic signatures are acceptable, shall have the same force and effect under the law as original wet signatures, and shall be sufficient to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF BANNING

Douglas Schulze, Date
City Manager

ATTEST:

Caroline Patton Date
Administrative City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

Serita R. Young Date
City Attorney

CONSULTANT

NAME: Date
TITLE:

NAME: Date
TITLE:

Tax ID No.

Address:

City Council Approval: _____

NOTE: PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

EXHIBIT "A"
SCOPE OF SERVICES

I. **Consultant will perform the following Services in connection with providing services for the Comprehensive User Fee and Impact Fee Study prepared in connection therewith:**

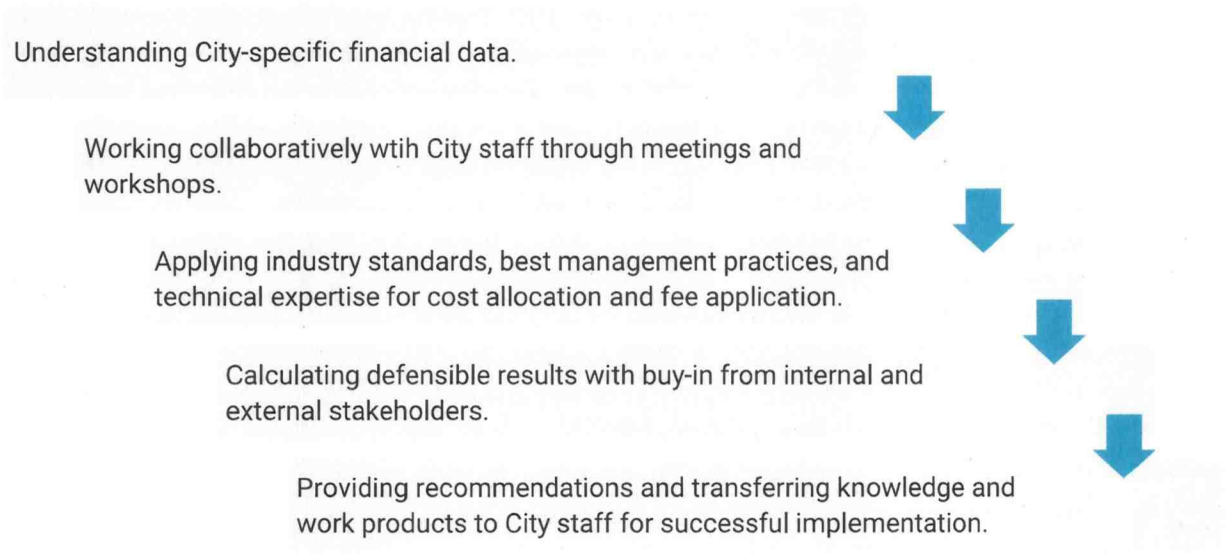
II. As part of the Services, Consultant will prepare and deliver the following tangible work products and services to City:

A Statement of Understanding and Approach

This section of our proposal demonstrates our understanding of the services requested, and describes our general approach, proposed task plan, and schedule.

Approach

The Matrix Consulting Group works with various clients ranging from small towns to major metropolitan cities in over 45 states across the U.S. and Canada. Every project is unique but is managed according to the following essential project approach:



The approach chosen for completing this project allows us to deliberately review and categorize the allowability of indirect costs as well as determine the best and most tangible metrics for allocation.

Quality Control

We believe very strongly in the science of our craft, especially as it relates to cost of service studies. As such, our firm utilizes quality control techniques which include:

- **Project Management:** Ensuring our projects meet the needs and timelines of our clients are accomplished through the following:
  - The project manager and lead analyst develop general and project specific data collection plans and interview guides.

- All project work activities are defined in advance and tied to each project team member, deliverables, the schedule, and the budget.
- We have frequent client review meetings to discuss the quality and direction of the project through interim deliverables and draft documents.

- **Quantitative Results:** Financial analyses are used to develop budgets and projections, and often are subject to public oversight and review. For this reason, our firm ensures data determined quality control through the following:
  - Expenditure data entered into cost models are tied to budget documents.
  - Workload is used to cross-check true cost associated with services.

These project management approaches have resulted in all our projects being delivered at a high level of quality, on time and on budget.

Tasks

The City Banning is requesting two scopes of work: 1) Comprehensive User Fee Study; and 2) Development Impact Fee Study. These scopes of work can be conducted concurrently as there are economies of scale that can be achieved. The following subsections outline the tasks broken out by project-wide tasks, comprehensive user fee study tasks, and development impact fee tasks.

Project-wide Tasks

There are three key tasks that would span both scopes and then the tasks would vary based upon each scope of work. The following tasks would be conducted for all scopes of work.

Task 1 | Data Collection

Prior to any initial meetings, the Matrix Consulting Group will provide the City with a list of initial data requirements for the study. This will allow our project team to review this information thoroughly in preparation for initial discussions with staff. A common list of data collection items include:

- Budgeted Expenditures per Fund and Department.
- Staffing per Fund and Department.
- List of current fees to be included in the scope.
- List of all current city owned infrastructure and equipment

- Copy of City's most recent General Plan, Land Use and Housing Elements.
- Copy of any previous studies / analyses.
- List of comparable jurisdictions for the comparative analysis.

The provision of these items will allow our project team to familiarize themselves with the City's structure.

Deliverable	List of basic data requirements for the Study
Meetings	None
Estimated City Support	2-4 hours for staff to collect and distribute information

Task 2 | Study Objectives and Project Schedule

Once the data has been collected, the project team will then meet with designated City staff to discuss any issues identified by the project team, as well as to clarify any existing issues or concerns held by the City regarding the current user fee study and impact fee study methodology. Discussions will include:

- Review of the City's specific needs and critical issues surrounding development and implementation of the user fee and development impact fee study.
- Opportunities for improvement and restructuring of previous fee analyses.
- Discussion of cost recovery goals and targets, as well as infrastructure needs for the City.

At the culmination of the meeting, the project team and the designated City staff will leave with a greater understanding of the overall approach and methodology that will be taken by the project team to conduct the comprehensive fee and impact fee study for the City.

Deliverable	Project Schedule
Meetings	Kickoff
Estimated City Support	1 hour for all involved City Departments

Task 3 | Implementation and Future Support

The Matrix Consulting Group is committed to helping our clients develop accurate and defensible cost-of-service methodologies and ensure that they can implement the results of these studies appropriately. Our project team will work with City staff to facilitate an understanding of the results and how to incorporate those results into budget and policy documents, informational handouts, and other City materials.

Our Client support continues even after a final report has been issued. We understand that questions can arise about the development of a study well after project completion and are committed to working with our clients to answer any questions about methodologies and applications of results. This support is provided to our clients at no extra cost.

Comprehensive User Fee Study Tasks

The City of Banning is requesting a comprehensive fee analysis. The purpose of these studies is to ensure compliance with existing state rules and regulations as well as future pending state rules and regulations. The following tasks provide an overview of the level of detail utilized to conduct the comprehensive fee study.

Task 1 | Develop a Schedule of Current and Potential Fees for Service

The project team will work with staff to review their current fee schedules in line-item detail. This meeting is critical in ensuring staff can incorporate any updates or changes to the fee study based on code, regulation, staffing, process, or technological changes. The focus of this meeting will be the following:

- **Renaming fees:** Rewording or renaming fees to identify services more clearly.
- **Eliminating fees:** Removing any outdated services or fees.
- **Adding new fees:** Capturing any new services or breaking out existing fee categories to identify all the services being provided by City staff more clearly and identify potential fees for services that the City would like to provide.
- **Recategorization of fees:** Collapsing or expanding multiple fee ranges to better capture the services provided. For example, eliminate lot ranges or acreages if those do not impact the review amount, but add categories based upon the approval level (i.e., Commission vs. Director level).

It is important to note that this meeting occurs first to ensure that any significant proposed structural changes are captured prior to collecting time estimate information or developing draft fee results. However, there is the ability to make future adjustments.

Deliverable	Proposed Fee Structure(s)
Meetings	Fee Structure Meeting
Estimated City Support	1 hour per involved Department

Task 2 | Conduct Time Data Gathering Workshops

The project team will conduct workshops to gather time estimates for each service included in the study, interview key personnel from each department, and analyze the various activities being performed. Below is an example of the steps involved in permit processing and the time associated with each step.



Basic process steps in application/permit processing will be documented and provided in detail for each department / division represented in the study. The project team will try to minimize the impact on staff by incorporating any baseline assumptions from prior city studies.

The project team will conduct multiple time estimate workshop(s) for each department / division included in the study, and the workshop results will be Excel-based workbook(s) that staff can review. Staff will be provided time for any edits or comments on time estimate information.

Deliverable	Time Estimate Workbook(s)
Meetings	2-3 Time Estimate Workshops
Estimated City Support	1-4 hours per involved Department

Task 3 | Develop Fully Burdened Hourly Rates

Based on the City's staffing and budget information, the project team will calculate fully burdened hourly rates, including direct and indirect costs. The following points highlight the cost components and factors included in fully burdened rates:

- **Direct costs:** This component accounts for salary and benefits associated with each employee or position and reflects City staffing and salary reports.
- **Indirect costs - Departmental:** This component accounts for administrative and management support provided to line-level staff, as well as operational services and supplies that are used in the execution of job duties. This cost component is developed through interviews with staff and an analysis of budgets.

- **Indirect costs - Citywide:** This component accounts for citywide support such as Finance, HR, and Attorney support provided by other departments. If an overhead rate or cost is unavailable, one will be calculated to apply to different services.

Once the cost components have been documented and developed, the project team will review MOUs and talk with departmental staff to determine appropriate productive hour calculations. These reduced available hours will ensure that fully burdened hourly rates account for leave accruals (holiday, vacation, and sick) and any meetings or training.

Deliverable	Fully Burdened Hourly Rates
Meetings	None
Estimated City Support	1 hour for Finance

Task 4 | Perform Total Cost Analysis

The Matrix Consulting Group's costing model is built based on the City's operations, budget details, and intended uses for the results. This method is a customized approach specific to each jurisdiction for cost analysis of user fee services. It is a "bottom-up" approach, the most defensible methodology for calculating user fees. The methodology incorporates the time estimate information and fully burdened hourly rate information. The following graphic shows the cost calculation:



This costing method uses time and annual activity level data to establish the cost of providing services on both a unit and an annual level. Once the time spent for a fee activity is determined for each individual or position, the team uses its fee and rate software to apply the fully burdened hourly rates calculated in the previous task.

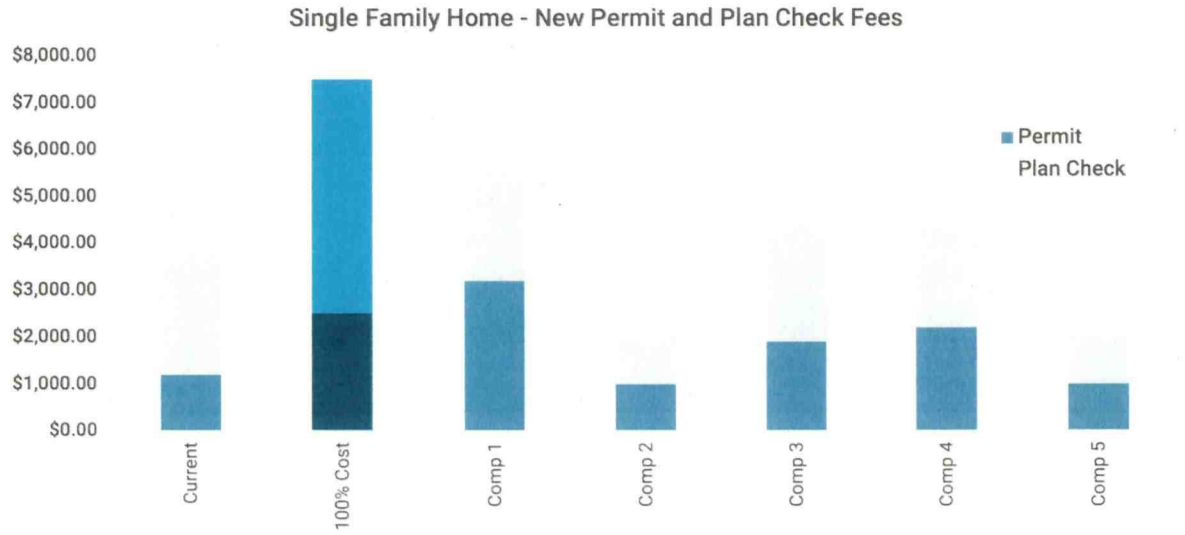
Resulting costs are presented on a unit and annual level and are compared to the existing fee schedule and revenue reports. The City will obtain detailed information regarding cost recovery surpluses and deficits on both a detailed (per unit) and global (annualized) level, as well as an understanding of cost components for each service.

Deliverable	Per Unit and Annual Fee Study Results
Meetings	1-2 Draft Results Meetings
Estimated City Support	1-3 hours per Department

Task 5 | Conduct a Market Rate Survey

We will work with the City to identify jurisdictions in Riverside and San Bernardino counties to conduct a comparative survey of fees. This comparative survey activity will include:

- Developing fee scenarios for each department included in the study to be compared to other jurisdictions.
- Graphing the results of the fee analysis for easy visual comparison purposes.



- Collecting contextual information such as population size, budget, staffing, last time fee study was done, and last fee schedule update.

As market surveys do not provide adequate or objective information about the relationship between a jurisdiction's costs and fees, these steps ensure we provide the City with the most information possible.

Deliverable	Comparative Graphs (included in Draft Report)
Meetings	None
Estimated City Support	None

Task 6 | Review / Revise Fee Study Results

Because the analysis of service fees is based on estimates and information provided by City staff, all participants must be comfortable with our methodology and the data they have provided. Once the department agrees that the analysis reflects the reasonable costs of providing services, City management can review the results. At this point, the

project team will provide City staff with Recommended Fee Workbooks. The Recommended Fee Workbooks will provide departments / divisions with the fee study results in MS Excel. The following shows an example of the workbook:

Current - Per Unit Results

Fee Title	Current Fee	Total Cost	Surplus/(Deficit) Per Unit	Cost Recovery %
Lot Line Adjustment	$900	$1,557	($657)	58%
Temporary Use Permit	$40	$325	($285)	12%

Recommended Fee

Fee Title	Recommended Fee	$ Change to Recommended Fee	% Change to Recommended Fee	Recommended Fee Cost Recovery %
Lot Line Adjustment	$1,200	$300	33%	77%
Temporary Use Permit	$100	$60	150%	31%

Recommended Fee Annual

Fee Title	Workload	Revenue at Current Fee	Revenue at Recommended Fee	Potential Change in Revenue
Lot Line Adjustment	4	$3,600	$4,800	$1,200
Temporary Use Permit	60	$2,400	$6,000	$3,600
	TOTAL	**$6,000**	**$10,800**	**$4,800**

As the graphic indicates, the recommended fee workbook allows the City to input information into the Recommended Fee column and see its impacts, such as the dollar increase, percentage increase, and what percentage of their current costs they will recover. Additionally, the workbook allows the City to calculate potential increases or declines in revenue because of the recommended fees.

Deliverable	Recommended Fee Workbooks
Meetings	None
Estimated City Support	1-2 hours per City Dept

Task 7 | Prepare a Draft User Fee Study Report

Upon conclusion of the fee study, we will prepare a detailed report summarizing the results of each of the previous work tasks described above. This report will include:

- A concise executive summary discussing the study, methodology, results, and narrative describing the services included in the study.
- A section on proposed modifications to the current fee schedule, including removal or addition of new fees for service.

- A section on per unit and annual results for each fee is included in the analysis, as well as where workload data is available.
- A comparative survey section outlining key fees, their comparison to other local jurisdictions, and contextual information regarding budget, staffing, and when they last conducted fee studies.

The draft report will be provided to City staff for comments.

Deliverable	Draft Fee Study Report
Meetings	None
Estimated City Support	1-2 Hours per Department to Review Report

Task 8 | Finalize Fee Study Report

Any edits or revisions to the draft user fee study report will be incorporated into the finalized fee study report. This finalized fee study report will include all elements of the draft fee study report and any additional cost recovery considerations and policy considerations for the council's review.

Deliverable	Final Fee Study Report
Meetings	None
Estimated City Support	None

Task 9 | Master Fee Schedule

Once the final user fee study report is approved, the project team will develop a master fee schedule, consolidating all fees in a singular location. The master fee schedule will include a numbering system, the department name, the fee title, the unit of application, the current fee, the total cost per unit calculated through the study, the difference, the cost recovery, the relevant rule / regulation that applies to the fee type, the staff recommended fee, and staff recommended cost recovery level. This attachment is extremely helpful as part of the staff report provided to the Board of Supervisors upon adoption.

Deliverable	Master Fee Schedule
Meetings	None
Estimated City Support	None

Task 10 | Present the Final Report to Key Stakeholders

The presentation of results to City officials and/or stakeholders is critical to the success of the overall engagement. Because the product from the study is often controversial, the objective of this final step is to present a succinct summary that provides decision

makers with key information. The Matrix Consulting Group will attend and present the Study at up to three (3) Committee or Council meetings, including any fee adoption hearings. We believe that these number of meetings is typically sufficient to ensure that there is buy-in from the stakeholders.

Even though the User Fee and Impact fee study are being conducted concurrently, we would recommend separating the stakeholder presentations to ensure appropriate understanding.

Deliverable	Presentation
Meetings	1-3 City Committee / Commission / Council Meetings
Estimated City Support	1-2 hours for Presentation Review

Task 11 | Excel-Based Models and Training

The City of Banning has requested an excel-based model for updating the user fee study. Our Excel-based models would provide the ability for the City to adapt and continuously update results from year to year as the organization changes.

After the final drafts are approved, at the discretion of City staff, the project team would meet with and train designated City employees on use of the models. Staff will be provided with training, which walks through the model tabs, includes instructions tab in the model, and discusses specific customizations made for the City.

Deliverable	Study Model, Backup Documentation, User Guide
Meetings	Model Training
Estimated City Support	2 hours for Training Attendance

Development Impact Fee Study Tasks

The City of Banning is also interested in conducting a Development Impact Fee Study. These fee studies must be in compliance with the Mitigation Fee Act (AB1600 and AB602), which require that there is an appropriate nexus to establish the impact fees. The following tasks provide an overview of our process for conducting the nexus analysis.

Task 1 | Review of Impact Fees

The purpose of this task is to develop an initial understanding of the City's proposed impact fee structure, projected growth levels, and any future developments that will impact that population growth. During this phase, the project team will document the following:

- Name of Proposed Impact Fee

- Municipal Ordinance / Resolution authorizing the fee
- Capital or Master Plan to support the fee
- Purpose of the fee

This documentation will be critical to ensuring that any updates to the Impact fee program comply with AB1600 and AB602. This documentation will serve as the basis for the project team's discussion with city staff on next steps for evaluating impact fees.

Deliverable	Current Impact Fees Memo
Meetings	Impact Fee Current State Discussion
Estimated City Support	1-2 hours for Meeting Attendance

Task 2 | Projected Population Growth and Facility Needs

The key component of any impact fee analysis is determining the proportionality and nexus that exists based upon projected development. During this task, the project team will conduct research based upon regional forecasted growth as well as internal City staff (Planning) expected growth to determine future population projection.

Based upon that future population projection, the project team would review the City's current infrastructure inventory and determine if there is any need for additional equipment or new facilities. The project team will also meet with staff to identify any master plans in existence at the time of the creation / development of impact fees. This will require meeting with relevant City department staff to review all equipment and identifying the quantity and cost estimates for these items.

Impact fees cannot be used to enhance existing service levels, only maintain current service levels. During this task, the project team will ensure that for defensibility purposes any new facilities or equipment identified are directly correlated to population increases.

Deliverable	Infrastructure Spreadsheet by Service Area
Meetings	1-2 Meetings for Infrastructure Needs
Estimated City Support	1-3 hours for Population Projection Discussions

Task 3 | Draft Impact Fee Analysis

The largest proportion of the impact fee analysis is the growth and facilities projection. Once that task is completed and a nexus can be established that is based upon City adopted master plans the project team will work on calculating the draft impact fees. There are two components to the calculation of impact fees: the total cost of facilities and their cost basis. The following points describe these components:

- **Total Cost of the Facilities/Infrastructure:** There are three different sub-components that comprise the maximum cost of the facilities that can be used for the calculation of impact fees: cost of facilities/infrastructure, administrative cost, and offsetting credits/revenues.
- **Cost Basis:** There are several different cost bases that can be used for the calculation of impact fees, such as population, housing units, workload, etc.

Based on data provided by the City, as well as appropriate and preferred cost bases, and State law, the project team will calculate the draft Impact Fees. The project team will meet with City staff to review these draft impact fees based upon land use type.

Deliverable	Draft Impact Fee Per Unit Results
Meetings	1-2 Draft Meeting Results
Estimated City Support	1-2 hours per Impact Fee Department

Task 4 | Comparative Impact Fee Survey

The project team will conduct a comparison of the full cost of Impact Fees and the recommended Impact Fee to other jurisdictions in Riverside and San Bernardino counties. This comparison will be conducted based upon construction project types, (i.e., new single-family home, new hotel, new multi-family, etc.). The use of construction scenarios provides staff with a comparison of the impact of the fee upon future development.

Deliverable	Impact Fee Comparative Survey Results
Meetings	Fee Comparison Meeting with City Department(s)
Estimated City Support	1-2 hours for City Departments

Task 5 | Draft Impact Fee Report

The draft impact fee results and comparative survey will be incorporated into a draft impact fee report. The draft impact fee report will have the following components:

- **Executive Summary:** Providing a brief overview of the background of the scope, the overall methodology, the results of the analysis, and the implementation guidelines (including future fee increases).
- **Legal Framework:** This will outline the current legal requirements for impact fees, and how the proposed impact fee will meet these requirements.
- **Growth Projections:** This section of the report outlines the growth projections.
- **Impact Fee Analysis:** This section demonstrates the calculation used to derive the full cost of the impact fees, as well as the recommended fees by the City.

- **Comparative Survey:** This section outlines how the City's calculated and recommended fees compare to other jurisdictions.

These components will result in a consolidated draft report that will be distributed City staff for review. It will be required to be reviewed by all the different departments to ensure that assumptions are presented accurately.

Deliverable	Draft Impact Fee Report
Meetings	None
Estimated City Support	1-2 hours for Report Review

Task 6 | Final Report

Based upon City staff comments, the project team will revise the Final Report to ensure all comments and concerns are captured. This final report will serve as the basis for presentations to internal and external stakeholders.

Deliverable	Final Impact Fee Report
Meetings	None
Estimated City Support	None

Task 7 | Present the Final Report to Key Stakeholders

The presentation of results to City officials and/or stakeholders is critical to the success of the overall engagement. For this particular component of the study, we would recommend involving any local development community as well to ensure that there is buy-in from external stakeholders. We are committed to presenting the findings of the analysis at up to three (3) City Committee / Council meetings as well as to the development community. This number of meetings we believe is typically sufficient to ensure implementation of impact fees.

Deliverable	Presentation
Meetings	1-3 City Committee / Council / External Stakeholder Meetings
Estimated City Support	1-2 hours for Presentation Review

Task 8 | Delivery of Impact Fee Backup Documentation

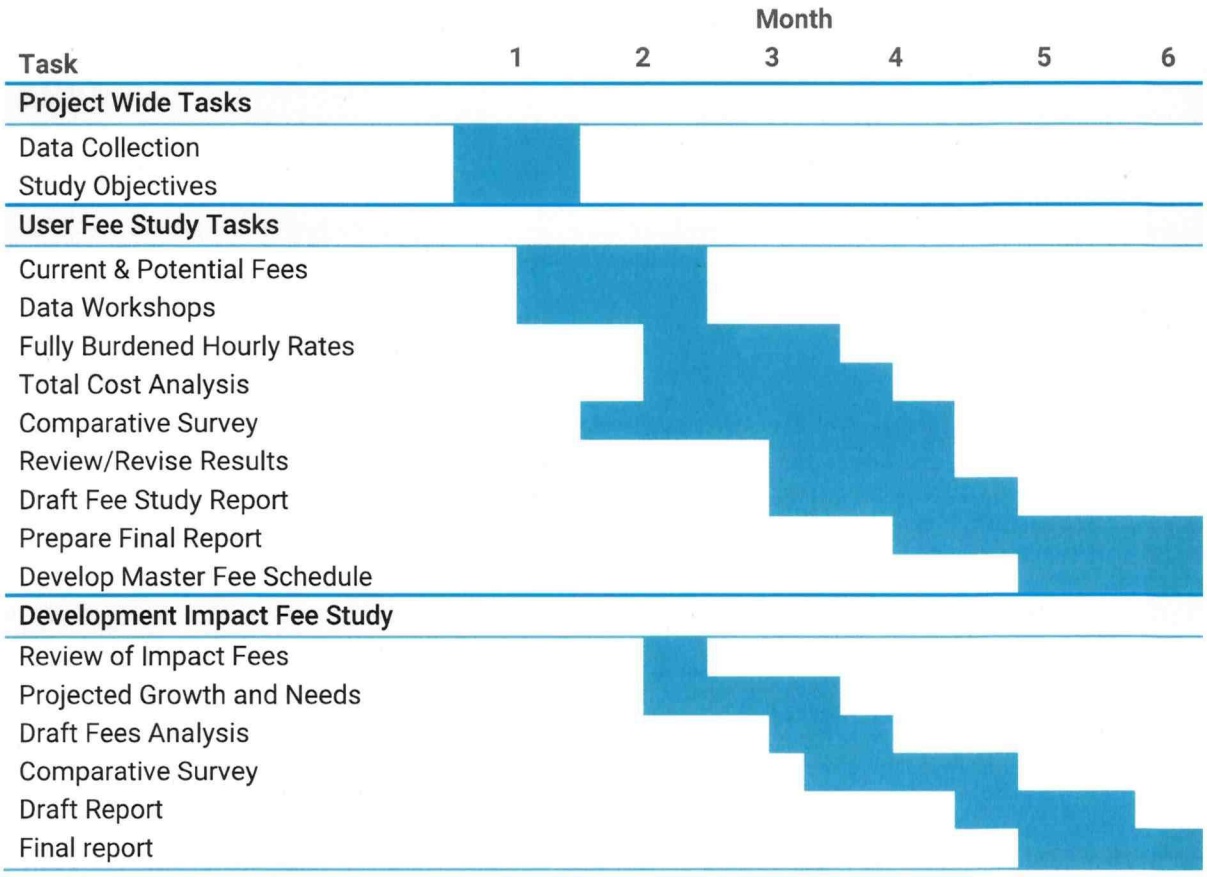
Unlike other cost of services analyses, the components of an impact fee should not be updated annually, as it is primarily based upon population projections and timeframes associated with replacement of existing facility and equipment inventory and / or acquiring new facilities or inventory.

When discussing the draft impact fee results with City staff, the project team will share the initial Excel workbook showing calculations, and at the conclusion of the study, the project team will provide the City with the backup workbook showing all calculations. In this workbook, the project team would also set up a template allowing the City to update its impact fees based upon a cost factor. The industry standard for updating impact fees is based upon the construction cost index (CCI). This standard is used as the costs for impact fees are based upon infrastructure rather than labor or material costs.

Deliverable	Final Backup Documentation
Meetings	None
Estimated City Support	None

Project Schedule

Studies of this nature typically take approximately 6 months (24 weeks) to complete. The following table outlines our proposed project schedule on a task-by-task basis.



The 6-month timeline is for completing the analysis, the implementation options and presentations as well as any excel-based models and training and backup documentation

would be provided after 6 months. If the City were to commence this project in the summer, the analysis would be completed by the end of the calendar year, with the first quarter of 2025 being used for presentations and implementation.

Alternatively, we understand that the City is in the midst of completing several master plans, as such we are open to a longer timeline, wherein the User Fee Study is completed first, and then the Development Impact Fee study is started. In that case, each study will roughly take approximately 4-6 months to complete individually.

City Staff Support

We envision a close working relationship with the City throughout the project. We place a strong emphasis on transparency and robust communication. Meticulously reviewing all information and metrics is our standard practice, with a primary focus on verifying inputs before arriving at any final decisions. While we will do our best to minimize impacts on City staff, for example by taking responsibility for data gathering and cleanup, we are committed to reviewing and verifying the outcomes of the data. This commitment to precision, establishes a foundation of data integrity and trust. This approach ensures that our joint efforts consistently yield effective results and outcomes that will benefit the City.

To ensure these effective outcomes we will set up bi-weekly (every 2 weeks) updates with the City. These updates can be in the form of a brief meeting or a summary status email which outlines the work completed to date, the current tasks being performed, and any future tasks. These communications allow us to keep the City informed of any hurdles in completing the project, as well as allow staff to provide input on any key findings from the fee study analysis.

Industry Innovations and Emerging Trends

Matrix Consulting Group prides itself on providing its clients with real world solutions that incorporate new ideas, with a focus on ease of implementation. Our staff are encouraged and financially supported to participate in industry conferences and events, learning about emerging challenges and proposed solutions. Our staff also have access to vast industry networks, engaging in discussions about new solutions to old problems, as well as well future issues expected to arise.

While innovation is encouraged, our project teams are mindful of client needs and limitations. While we will explore all solution options, ultimately, our recommendations will be guided by what's best for our client, not the newest trend.

The City has requested a comprehensive impact fee analysis. Depending upon the City's projected growth and master plans there may not be a nexus. The Matrix Consulting Group does offer an alternative task plan for impact fee studies that is broken into phases.

Phase 1 would evaluate whether there is an appropriate nexus based upon growth and infrastructure need. If there is a nexus, then Phase 2 would be initiated, which is the calculation of the maximum justifiable impact fees. This can be a cost-effective approach for clients who may be unsure of future growth, as if there is no nexus then no Phase 2 is initiated and there are no charges for that component of the nexus fee analysis. Due to the City's anticipated growth, we haven't proposed this task plan, but if the City were interested, we would be open to presenting this alternative task plan to allow for potential cost-savings for the City.

City-Owned Facilities or Properties

The Matrix Consulting Group does not propose to use any City owned facilities to provide these services.

III. In addition to the requirements of Parts I and II of this Scope of Services, during the performance of the Services, Consultant will keep City appraised through periodic status reports regarding the performance of the Services under this Agreement as set forth below and in Section 5.2, by the following means:

a. In-person meetings and/or teleconferences.

b. Email updates/questions to applicant team and City while reviews are underway.

c. Conference calls.

IV. All work product is subject to review and acceptance by City. If the City determines that any work product is unacceptable, for any reason, it must be revised by Consultant without additional charge to City until found satisfactory and accepted by City.

EXHIBIT "B"
SPECIAL REQUIREMENTS

None

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks ("Tasks") at the following rates stated in Exhibit A and Exhibit C-1

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

III. City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the Services performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved sub-contractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. Consultant's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT "C-1"
CONSULTANT'S BILLING RATE AND TASK SCHEDULE

matrix consulting group

April 22, 2024

Barbara Mason, Purchasing Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220

Dear Ms. Mason:

The Matrix Consulting Group proposes to perform the tasks and services associated with conducting the comprehensive fee study and development impact fee study for a total not-to-exceed fee of **$88,140**. The following table provides a breakdown of hours by team member and costs for each task area to conduct the requested scope of services.

	Project Manager	Analyst	Total Cost
Project-Wide Tasks			
Data Collection	2	6	$1,380
Study Objectives	4	2	$1,260
Project-Wide Subtotal	**6**	**8**	**$2,640**
Comprehensive Fee Study Tasks			
Current & Potential Fees	4	6	$1,860
Data Workshops	4	8	$2,160
Fully Burdened Hourly Rates	4	10	$2,460
Total Cost Analysis	12	36	$8,280
Comparative Survey	2	24	$4,080
Review/Revise Results	10	10	$3,900
Draft Fee Study Report	10	24	$6,000
Prepare Final Report	4	10	$2,460
Develop Master Fee Schedule	2	22	$3,780
Presentation of Fee Results	16	0	$3,840
Excel Model & Training	2	8	$1,680
Fee Study Subtotal	**70**	**158**	**$40,500**
Development Fee Study Tasks			
Review of Impact Fees	8	16	$4,320
Projected Growth and Needs	20	8	$6,000
Draft Fees Analysis	30	22	$10,500
Comparative Survey	8	32	$6,720
Draft Report	16	28	$8,040
Final report	10	10	$3,900
Presentation of Fee Results	16	0	$3,840
Backup Documentation	2	8	$1,680
DIF Study Subtotal	**110**	**124**	**$45,000**
Total Hours	**186**	**290**	

1650 S. Amphlett Blvd., Suite 213 ▪ San Mateo, CA 94402 ▪ 650.858.0507
SF Bay Area (Headquarters), Charlotte, Dallas, Fort Myers, Irvine, Portland, St. Louis

	Project Manager	Analyst	Total Cost
Hourly Rate	$240	$150	
Total Professional Fees	**$44,640**	**$43,500**	**$88,140**
Total Project Cost			**$88,140**

The City will be provided with implementation assistance and future project support at no additional cost.

Our typical practice is to bill for hours worked monthly, with our contracts set up as fixed not-to-exceed price contracts. We are open to billing on a task or deliverable basis as well.

Richard Brady, President
Matrix Consulting Group, Ltd.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

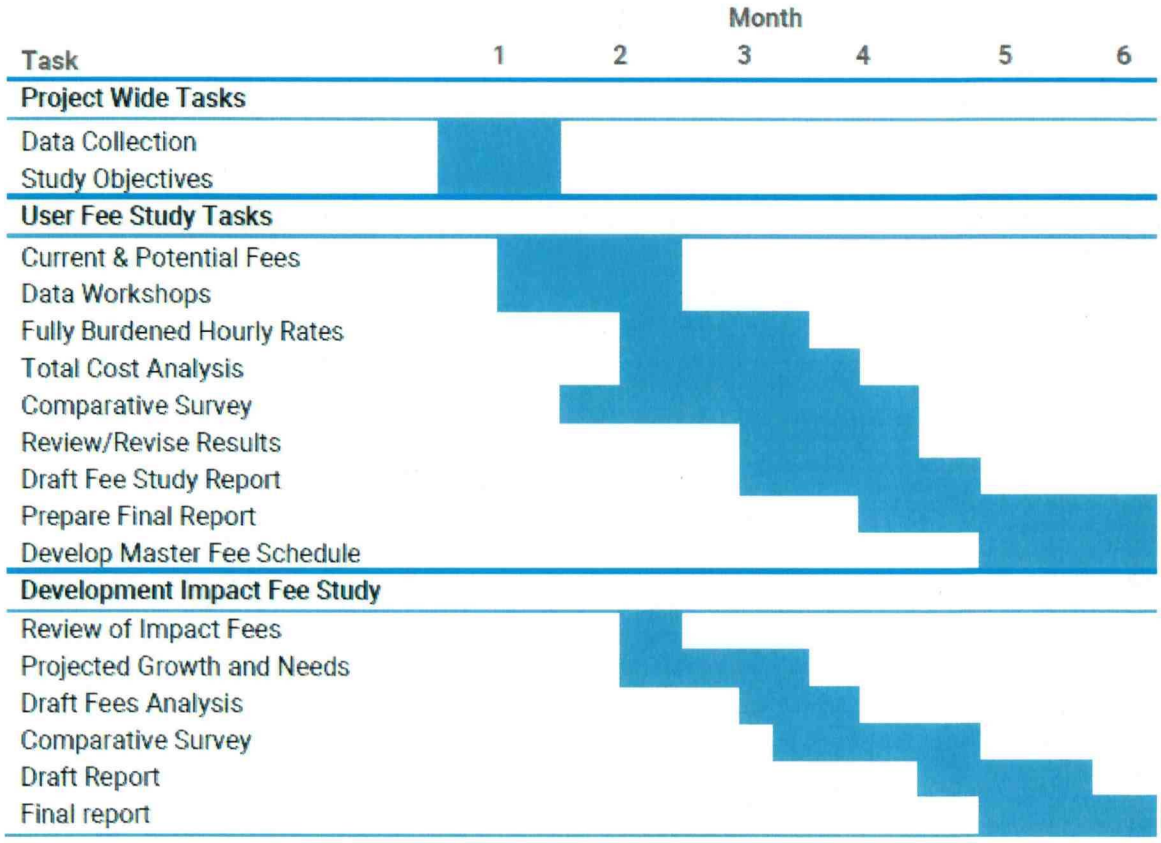
I. Consultant shall perform all Services timely, and deliver the specified tangible work products to City in accordance with the schedule attached as Exhibit D-1.

II. The Contract Officer may approve extensions for performance of the Services in accordance with Sections 1.8 and 3.3.

EXHIBIT "D-1"
PROPOSED PROJECT SCHEDULE

Project Schedule

Studies of this nature typically take approximately 6 months (24 weeks) to complete. The following table outlines our proposed project schedule on a task-by-task basis.



Chapter 3.36 - FEE AND SERVICE CHARGE REVENUE/ COST COMPARISON

3.36.010 - Intent.

Pursuant to Article XIIIB of the California Constitution, it is the intent of the city council to require the ascertainment and recovery of costs reasonably borne from fees and charges levied therefor in providing the regulation, products or services hereinafter enumerated in this chapter.

(Code 1965, § 29-1.)

3.36.020 - Definitions.

The following words, terms and phrases when used in this chapter shall have meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

"Developer" means any person legally responsible for payment of any development impact or other fees in connection with a commercial development pursuant to this Code or any ordinance or resolution of the city.

"Development" means any project undertaken for the purpose of developing real property for residential, commercial, industrial or other uses, or any combination thereof, including a project involving the issuance of a permit for construction, reconstruction, rehabilitation or expansion, but not a permit to operate.

"Development impact fees" mean monetary exactions other than taxes or special assessments, established by either ordinance or resolution of the city council for a broad class of developments, or upon a specific development on an individual basis, in connection with the city's approval thereof for the purpose of defraying all or a portion of the cost of construction of public improvements and community amenities, but excluding the multispecies habitat conversation fee and the transportation uniform mitigation fee as defined in this section.

"Direct variable program costs" mean all applicable direct variable costs that would be eliminated if a program did not operate, including, without limitation, salaries, wages, fringe benefits, program specific supplies for program operation and maintenance, officials, and other direct expenses incurred.

"Discretionary approval" means any regulatory land use action or approval by the city as to which the exercise of discretion is vested in the city or its officials, officers or employees and includes, but is not limited to the following: any tentative tract or parcel map, lot line adjustment, variance, conditional use permit, zone change or zoning code amendment, general plan amendment, development agreement, building permit, demolition permit, grading permit, administrative site plan, or design review.

"Economic zone" means either one of the following areas:

1. D&M Economic Zone. All of that real property located within the boundaries of the Banning Merged Downtown and Midway Redevelopment Project Area that is zoned for commercial uses or otherwise designated for commercial use under the Banning General Plan, as may from time to time be updated and amended, as depicted in the diagram on file with the planning department, and as such boundaries may be amended from time to time.
2. SBL Economic Zone. All of that real property located within the City of Banning, California in proximity to Sun Lakes Boulevard that is zoned for commercial use or otherwise designated for commercial use under the Banning General Plan, as may from time to time be updated and amended, as depicted in the diagram on file with the planning department, as such area may be amended from time to time.

"Multispecies habitat conservation plan fee" means the impact fee imposed and levied under Ordinance 1305, as codified in Chapter 15.72 of this Code adopting the "Multispecies Habitat Conservation Plan" (MSHCP). The MSHCP establishes a fee known as the MSHCP fee, the purpose of which is to mitigate the incidental take of listed, threatened, and protected species and their habitats within areas of western Riverside County, including the City of Banning. The city has decided to participate in the MSHCP through the adoption of Ordinance No. 1305, as codified in Chapter 15.72.

"Pass-through fees" mean those development impact and other fees and charges that are either: (i) imposed by another public or private entity, collected by the city and distributed to such other entity, or (ii) imposed and collected by the city pursuant to a contractual or statutory obligation for the benefit of another public or private entity. For example, school fees.

"Qualifying project" means a development that meets all of the criteria as set forth in subsections 1 through 4 of this definition:

1. The development meets one of the following requirements:
    a. Large Commercial Retail Development. A new development primarily intended and approved for occupancy and use by one or more significant sales tax generators. A development will be deemed to meet this requirement where the project: (i) was approved as a commercial retail development; (ii) consists of the construction of one or more buildings suitable for large commercial retail enterprises; (iii) such buildings are constructed on at least one and one-half contiguous acres of area to be developed; and (iv) eighty percent of the gross square footage of the buildings (including covered or enclosed outdoor sales areas) constructed shall be occupied by one or more significant sales tax generators. For the purposes of this subsection, property shall be considered as contiguous even if separated by roads, streets, utilities easements or railroad rights-of-way or other dedicated rights-of-way. For purposes of this subsection, the "area to be

developed" means the area of the development that encloses all of the privately developed and owned improvements, including private circulation improvements, landscaped areas and parking areas; or

b. Vehicle Dealership. A development primarily intended and approved for occupancy and use as a vehicle dealership. A development will be deemed to meet this requirement where the project: (a) was approved as a vehicle dealership; (b) consists of the construction of one or more buildings and related improvements suitable for operation by at least two vehicle dealerships, franchises or dealer points; (c) such buildings and improvements are constructed on at least three contiguous acres of area to be developed; and (d) vehicle showrooms, sales offices and outdoor vehicle display areas, considered together, equal or exceed the gross square footage of buildings occupied for vehicle service and/or storage. For purposes of this subsection, property shall be considered as contiguous even if separated by roads, streets, utilities easements or railroad rights-of-way or other publicly dedicated rights-of-way. For purposes of this subsection, the "area to be developed" means the area of the vehicle dealership that encloses all of the privately developed and owned improvements, including private circulation improvements, landscaped areas, vehicle display and storage areas, and parking areas.

2. The development is located entirely within the D&M or SLB economic zones.
3. The development will be consistent with all applicable land use laws, regulations, and development requirements contained within the city's general plan (as amended from time to time), any applicable specific plan (as amended from time to time), and this Code (as amended from time to time).
4. The application for the first discretionary approval required for the development has been deemed complete as of or after the effective date of the ordinance codified in this chapter.

"Significant sales tax generator" means any use or combination of uses located in a development that is projected, by the city in its sole and absolute discretion, to generate not less than fifty thousand dollars per year in local sales taxes to be received by the city in accordance with the Bradley-Burns Uniform Sales and Use Tax Law (Revenue and Taxation Code 7200, et seq.), as it may be amended or substituted.

"Transportation uniform mitigation fee program" means the development impact fee imposed and levied under City of Banning Ordinance No. 1291 adopting the "Transportation Uniform Mitigation Fee Program." This program establishes a fee known as the transportation uniform mitigation fee (TUMF). The purpose of the TUMF is to mitigate the traffic impacts of local development on, and to provide funds for the improvement and expansion of, existing and planned regional transportation and circulation facilities (including, but not limited to, regionally significant state, county, and local, arterials, highways, and freeways) within Riverside County or such other subregion of Riverside County, the boundaries of which exceed the

boundaries of the City of Banning as they exist on the effective date of the ordinance codified in this chapter and as they may hereafter be expanded by approved annexation. The city has decided to participate in this regional program through the adoption of Ordinance No. 1291.

"Vehicle dealership" means any development which will provide for the franchised sale, lease and servicing of new and used motor vehicles, trucks, recreational vehicles, off-road vehicles, boats and other personal watercraft together with such ancillary uses such as administrative offices, automobile inventory storage, and parts sales.

(Code 1965, § 29-7.)

(Ord. No. 1551, § 3, 9-24-19; Ord. No. 1602, § 2, 4-9-24)

3.36.030 - "Costs reasonably borne" defined.

"Costs reasonably borne," as used and ordered to be applied in this chapter are to consist of the following elements:

A. All applicable direct costs including, but not limited to salaries, wages, fringe benefits, service and supplies, operation expenses, contracted services, special supplies, and any other direct expense incurred.

B. All applicable indirect costs including, but not restricted to, building maintenance and operations, equipment maintenance, communication, printing and reproduction, and like expenses when distributed on a rational proration system.

C. Fixed assets recovery expenses, consisting of depreciation of fixed assets, and additional fixed asset expense recovery charges calculated on the current estimated cost of replacement, divided by the approximate life expectancy of the fixed asset. A further additional charge to make up the depreciation not previously recovered and reserved in cash also shall be calculated and considered a cost so as to recover such unrecovered depreciation over the remaining life of the asset.

D. General overhead, expressed as a percentage, distributing and charging the expenses of the city council, city manager, administrative services (finance) department, city clerk, city treasurer, city attorney's office, personnel office, risk management; City Hall, and all other staff and support service provided to the entire city organization.

E. Departmental overhead, expressed as a percentage, distributing and charging the cost of each department head and his or her supporting expenses as enumerated in subsections A, B, and C of this section.

(Code 1965, § 29-3.)

3.36.040 - Delegation of authority and direction to city manager.

A. The city manager is directed to annually/seasonally review fees and charges to recover the percentage of costs reasonably borne in providing the regulation products or services enumerated in this chapter in the percentage of costs reasonably borne and on the schedule of rate review and revision as hereinafter established in this chapter and recommend changes to the city council for adoption.

B. "Costs reasonably borne" shall be defined in Section 3.36.030. In adjusting fees and charges, the city manager shall act in an administrative and ministerial capacity and shall consider only the standards and criteria established by this chapter.

(Code 1965, § 29-2.)

3.36.050 - Public meeting.

Pursuant to the requirements of California Government Code Section 54992, the city clerk has caused notice to be provided as set out in the Government Code Section 54992, and the city council has received at a public meeting oral and written presentations concerning the fees and charges proposed for those categories of fees and charges set out in Government Code Sections 54990 and 54991. Such notice, oral and written presentation receipt, and public meeting shall be provided by the city council prior to the city manager taking any action on any new or increased fees or charges for those categories set out in the Government Code Sections 54990 and 54991 and Section 3.36.080(A) of this chapter.

(Code 1965, § 29-5.)

3.36.060 - Provision of data.

Pursuant to Section 54992 of the California Government Code, the city manager shall, at least ten days prior to the required public meeting set out in the Government Code section, make available to the public indicating the cost, or estimated cost required to provide the services set out in Government Code Sections 54990 and 54991.

(Code 1965, § 29-6.)

3.36.070 - Fees for qualifying projects.

A. Repeal of Development Impact Fees. Notwithstanding any other provisions of this Code or any other city ordinance or resolution, no development impact fees are applicable to, and except as is expressly provided in subsection H of this section, the imposition and levy of development impact fees against qualifying projects are repealed and no development impact fee shall be levied against a qualifying project and payment of development impact fees shall not be made a condition of approval of any qualifying project.

B. Nothing in this section shall be deemed or shall operate to limit, modify or abridge the obligation of any developer of a qualifying project with respect to the payment of ad valorem taxes, special taxes or assessments, fees and charges for utility services, and/or similar or dissimilar nondevelopment-related charges. Nothing in this section shall be deemed or shall operate to limit, modify or abridge the discretion of the city council (or its subordinate boards and commissions) with respect to the processing, conditioning, approval or denying of any application for a discretionary within the limits of such discretion provided by law to the city council (or its subordinate boards and commissions) with respect to such matters. Nothing in this section shall be deemed a representation, warranty or commitment by the city to approve, impose and/or delete any condition(s) with respect to the approval of any application for a discretionary, except to the limited extent as set forth in subsections A and B of this section.

C. Pass-Through Fees. Notwithstanding subsections A and B of this section, any qualifying project shall pay and be responsible for any and all pass-through fees applicable to such qualifying project, including but not limited to MSHCP and TUMF.

D. Applicability. The provisions of subsection A of this section shall not apply to: (1) any portion(s) of a development which is (are) not a qualifying project; and (2) any residential component of a qualifying project.

In each such case described in this section, the nonqualifying project or residential component shall pay as applicable: (i) if such nonqualifying portion(s) and/or residential component is (are) capable of receiving independent discretionary approvals separate and apart from the qualifying project, all fees and charges required of the nonqualifying portion(s) and/or residential component by city ordinance, resolution, or this Code; or (ii) if such nonqualifying portion(s) and/or residential component is (are) not capable of receiving discretionary approvals separate and apart from the qualifying project, a prorate percentage (based on the percentage that the gross square footage of the nonqualifying portion(s) and/or residential component represents to the gross square footage of the development as a whole of the fees and charges which would be required of the qualifying project by city ordinance, resolution, or this Code but for the application of subsection A of this section.

E. Sunset. The provisions of subsection A of this section shall not apply to any discretionary approval for a qualifying project as to which the application for such discretionary approval is not deemed complete (either by the city or by operation of law) after the earlier of the following:

1. As to a qualifying project, December 31, 2010; or
2. The date on which the city council, its sole and absolute discretion, rescinds or modifies the provisions of this section.

F. Fair Share. This section shall not have the effect of requiring any person or entity to pay more than that person's or entity's "fair share" of the costs attributable to development by that person or entity. For purposes of any study or analysis conducted by the city following the effective date

of the ordinance codified in this chapter which first added this section to the Code, to determine the amount of developer impact fees required to offset the costs attributable to any development within the city, all qualifying projects shall be deemed by the city to have paid all development impact and other fees which may have been imposed by the city against such project but for the provisions of subsection C of this section.

G. Condition to Issuance of Certificate of Occupancy. If a development which was a qualified project at the time of the application of subsection A of this section to such development is no longer a qualifying project as of the issuance of any certificate of occupancy for such development due to any reason other than an affirmative legislative action of the city which causes the development to fail to meet any of the criteria for a qualifying project as set forth in Section 3.36.020 of this chapter, then the developer shall pay to the city as a condition to the issuance of such certificate of occupancy an amount equal to the full amount of fees and/or charges which would have been payable with respect to such development but for the operation of subsection A of this section.

H. No Vested Rights. This section is not intended to and shall not create any vested right, entitlement or privilege in any person or entity. This section may be enforced solely through a writ of mandate pursuant to Code of Civil Procedure Section 1085. The city council may amend, terminate, suspend or abrogate all or any provisions of this section at any time and for any reason within the limits of the discretion afforded the city council by law with respect to legislative matters. Any such amendment, termination, suspension or abrogation shall be applicable to any application for a discretionary approval for a qualifying project which is deemed complete (by the city or by operation of law) on or after the effective date of the ordinance codified in this chapter enacting such amendment, termination, suspension or abrogation.

I. No Representation Regarding Labor Code Matters. Nothing in this section or elsewhere in this Code is or is intended to be a representation or affirmation to any developer or other entity concerning the application of any provision of the California Labor Code, including, without implied limitation, Labor Code Sections 1720 and 1773. Any party availing itself of the benefits of this section agrees to and shall comply with any applicable provisions of state and federal labor laws and regulatory requirements, including those applicable to public works. Further, as a condition to receiving the benefits of the alternate fee schedule as set forth in this section, any party receiving the benefits thereof shall be deemed to have agreed to and shall defend, indemnify and hold the city and its respective officers, officials, employees, agents, attorneys and contractors harmless from and against all liability, cost and expense alleged against or incurred by the city or the other indemnified parties as a result of that party's failure to comply with the provisions of this subsection.

(Code 1965, § 29-7.1.)

3.36.080 - Schedule of fees and service charges.

The city manager, finance director and each city department head, under the direction of the city manager, shall review the fees and service charges listed following, on the schedule of frequency listed in this section, and set and adjust the fee or charge schedule so as to recover the listed percentage of costs reasonably borne necessary to provide the listed regulation, product or service.

A. Development Services:

	Regulation, Product or Service	Percentage of Costs Reasonably Borne to be Recovered	Review Schedule
Number	Service Center		
S-1	Bldg. plan checking	100%	Annual
S-2	Bldg. construction insp.	100%	Annual
S-3	Mobile home inspection	100%	Annual
S-4	Improvement inspection	100%	Annual
S-5	Plan storage	100%	Annual
S-6	Special inspections	100%	Annual
S-7	Energy conserv. insp.	100%	Annual
S-8	Zone change review	100%	Annual
S-9	Variance review	100%	Annual
S-10	Conditional use review	100%	Annual
S-11	Lane use review	100%	Annual
S-12	Gen. plan amend. review	100%	Annual
S-13	Specific plan review	100%	Annual

S-14	Lot line review	100%	Annual
S-15	Tentative sub. & parcel map review	100%	Annual
S-16	Time extension review	100%	Annual
S-17	Appeal processing	100%	Annual
S-18	Zone text amend. rev.	100%	Annual
S-19	Review cond. use text amendment	100%	Annual
S-20	Environmental review	100%	Annual
S-21	Project design review	100%	Annual
S-22	Sign review	100%	Annual
S-23	Subdivision plan check	100%	Annual
S-24	Subdivision inspection	100%	Annual
S-25	Record of survey plan check	100%	Annual
S-26	Improvement plan check	100%	Annual
S-27	Service availability cert.	100%	Annual
S-28	Deed preparation	100%	Annual
S-29	Development flood rev.	100%	Annual
S-30	Public works insp.	100%	Annual
S-31	Encroachment permit review	100%	Annual
S-32	Street cut inspection	100%	Annual

S-33	Street/all abandonment review	100%	Annual
S-34	Parcel map plan check	100%	Annual
S-35	Preliminary proj. check	100%	Annual
S-36	Annexation review	100%	Annual
S-37	Developer agreement preparation	100%	Annual

B. Public Safety Services:

	Regulation, Product or Service	Percentage of Costs Reasonably Borne to be Recovered	Review Schedule
Number	Service Center		
S-38	Vehicle code enforce.	Per municipal court bail & fine schedule	Annual
S-39	City ord. enforcement	Per municipal court bail & fine schedule	Annual
S-40	Automotive accident investigation	30%	Annual
S-41	Spec. police services	40%	Annual
S-42	False alarm response*	100%	Annual
S-43	Police records check	20%	Annual
S-44	Business regulation	100%	Annual
S-45	Animal regulation	50%	Annual

S-46	Police photo develop.	100%	Annual
S-47	Bicycle licensing	100% per State law	Annual
S-48	Forest resource mgmt.	50%	Annual
S-49	Fire system review & inspection	100%	Annual
S-50	New business fire hazard insp.	100%	Annual
S-51	Low hazard fire insp.	50%	Annual
S-52	State mandated fire inspections	100%	Annual
S-53	Fire inspection of existing businesses	100%	Annual
S-54	Operational Fire Permits	100%	Annual
S-55	Fire code permit insp.	100%	Annual
S-56	Fire suppression cost recovery	100%	Annual
S-57	EMT service	50%	Annual
S-58	Hazardous material record location	100%	Annual

* Per a regulatory ordinance to be passed by the city council.

C. Parks and Recreation Services:

	Regulation, Product or Service	Percentage of Costs Reasonably Borne to be Recovered or Direct Variable Program Costs	Review Schedule

Number	Service Center		
S-57	Swim pool public oper.	100 % of direct variable program costs	Annual
S-58	Swimming lessons	100 % of direct variable program costs	Annual
S-59	Swim pool rental	50% Costs Reasonably Borne to be Recovered	Annual
S-60	Youth sports league oper.	100 % of direct variable program costs	Seasonal
S-61	Adult sports league oper.	50% Costs Reasonably Borne to be Recovered	Annual
S-62	Community center maint. & operation	50% Costs Reasonably Borne to be Recovered	Annual
S-63	Youth recreation classes	25% Costs Reasonably Borne to be Recovered	Seasonal
S-64	Adult recreation classes	75% Costs Reasonably Borne to be Recovered	Seasonal
S-65	Senior citizen program	10% Costs Reasonably Borne to be Recovered	Annual
S-66	Park facility maint. and operation	100% Costs Reasonably Borne to be Recovered	Annual
S-67	Stagecoach days community celebration	0% Costs Reasonably Borne to be Recovered	Annual

S-68	Noncity ballfield use	50% Costs Reasonably Borne to be Recovered	Annual
S-69	Day camp(s)	100 % of direct variable program costs	Annual

D. Utility and Enterprise Services:

	Regulation, Product or Service	Percentage of Costs Reasonably Borne to be Recovered	Review Schedule
Number	Service Center		
S-75	Transit service	20%	Annual
S-76	Dial-a-ride	5%	Annual
S-77	Water service turn-on	100%	Annual
S-78	Water meter installation	100%	Annual
S-79	Water service	100%	Annual
S-80	Delinquent account reconnection	46%	Annual
S-81	Water meter testing	100%	Annual
S-82	Electric service turn-on	31%	Annual
S-83	Temporary pole erection	100%	Annual
S-84	Electric service	100%	Semi-Annual
S-85	Delinquent account reconnection	42%	Annual

S-86	Electric meter testing	0%	Annual
S-87	Electric service cut	56%	Annual
S-88	Wastewater service	100%	Annual
S-89	Sewer connection investigation	0%	Annual
S-90	Sewer stoppage investigation	0%	Annual
S-91	Refuse collection and disposal	100%	Annually every June 1st, based on CPI and/or when dump fees or other governmental fees or taxes are adjusted (refer to Refuse Collection Agreement dated May 23, 1978, Sections 11 A and B)

E. Maintenance Services:

	Regulation, Product or Service	Percentage of Costs Reasonably Borne to be Recovered	Review Schedule

Number	Service Center		
S-92	Utility Street Use	100%	Annual

F. Finance or Administrative Services:

	Regulation, Product or Service	Percentage of Costs Reasonably Borne to be Recovered	Review Schedule
Number	Service Center		
S-99	Document printing	100%	Annual
S-100	Returned check processing	100%	Annual
S-101	Photocopying	100%	Annual
S-102	Certification of docs and info	100%	Annual
S-103	Research on request	100%	Annual
S-104	Mailing agendas and minutes	100%	Annual
S-105	New service	100%	At inception

All fees and charges set pursuant to this chapter and section shall take effect immediately.

(Code 1965, § 29-4; Ord. No. 1599, § 2, 2-13-24; Ord. No. 1602, § 3, 4-9-24)

Record Gazette
Your Community. Your Newspaper.

AFFIDAVIT OF PUBLICATION

Record Gazette
218 N. Murray St., Banning, CA 92220

Proof of Publication
(2015.5 C.C.P.)

User Fee Adoption

State of California)
County of Riverside) SS.

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above matter. I am the principal clerk of the printer and publisher of Record Gazette, a newspaper published in the English language in the City of Banning, County of Riverside, and adjudicated a newspaper of general circulation as defined by the laws of the state of California by the Superior Court of the County of Riverside, under the date October 14, 1966, Case No. 54737.
That the notice, of which the annexed is a copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

Oct 31, 2025

Executed on: October 31, 2025

At City of Banning, California

I ceritfy (or declare) under penalty of perjury that the foregoing is true and correct.

Kaila Yeaman
Signature

CITY OF BANNING

NOTICE OF PUBLIC HEARING BEFORE THE CITY COUNCIL

UPDATED CITY OF BANNING MASTER USER FEE SCHEDULE

NOTICE IS HEREBY GIVEN that the City Council of the City of Banning, California, will hold a public hearing at its regular meeting on Wednesday, November 12, 2025. The City Council meeting begins at 5:00 p.m., in the Council Chambers at City Hall, 99 East Ramsey Street, Banning, CA 92220. To observe the live meeting through your personal computer or smart phone enter the following link: https://banninglive.viebit.com or view on the Banning Government Channel on Cable Television.

The purpose of this hearing is to consider the approval of a *Comprehensive User Fee Study Report* prepared by Matrix Consulting Group and dated October 2025, and the adoption of an updated Master User Fee Schedule for the following City departments and fee groups: Electric Utility; Engineering; Film Permits; Finance; Fire; Parks and Recreation; Planning; Building; Police; Utility Billing; Water & Wastewater; Development Services Surcharges.

ENVIRONMENTAL DETERMINATION: City staff has evaluated the potential environmental impacts of the approval of the *Comprehensive User Fee Study Report* prepared by Matrix Consulting Group and dated October 2025, and the proposed updated Master User Fee Schedule pursuant to the California Environmental Quality Act ("CEQA"). City staff has determined that these actions do not constitute a "project" under CEQA pursuant to State CEQA Guidelines Section 15378(b)(4) because these actions involve the creation of a government funding mechanism which does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. In addition, City Staff has determined that these actions are statutorily exempt from CEQA under

CEQA Guidelines Sections 15273(a)(1) and (a)(2) because these actions are establishing fees to meet operating expenses, including employee wage rates and fringe benefits, and to purchase and/or lease supplies, equipment, and materials.

REVIEW OF PROJECT INFORMATION : The proposed *Comprehensive User Fee Study Report* , Master User Fee Schedule and related documents are available for public review by contacting the Community Development Department during normal business hours (Monday – Friday, 8:00am to 5:00pm) by telephone at (951) 922-3125.

COMMENT ON THIS APPLICATION: Response to this notice may be made verbally at the Public Hearing and/or in writing before the hearing:

· You may provide oral comments at the in-person hearing. Agendas are available at least 72 hours in advance of the meeting online: https://banningca.granicus.com/ViewPublisher.php?view_id=1

· Written comments may be submitted to the City Council by email at CityClerks@banningca.gov or letter to the address below. Transmittal prior to the start of the meeting is required. Any correspondence received during or after the meeting will be distributed to the City Council as soon as practicable and retained for the official record.

City Clerk's Office
PO Box 998
99 E. Ramsey St
Banning, CA 92220

Any challenge of the proposed project in court may be limited to raising only those issues raised at the public hearing described in this notice, or in written correspondence delivered to the City Clerk at, or prior, to the public hearing (Government Code Section 65009[b][2]).

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Office of the City Clerk at 951-822-3102. Notification 48 hours prior to the meeting Will enable the City to make reasonable arrangements to ensure accesibility to this meeting.

Si necesita ayuda con esta carta, por favor llame a la Ciudad de Banning y puede hablar con Sandra Calderon, teléfono (951) 922-3125.

BY ORDER OF THE COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF BANNING, CALIFORNIA.

David A. Newell, AICP	Dated: October 27, 2025
Community Development Director	Publish: October 31, 2025

Published
Record Gazette
October 31, 2025

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Nate Smith, Deputy Director of Public Works/City Engineer**
MEETING DATE:	**November 12, 2025**
SUBJECT:	**Western Regional Council of Governments (WRCOG) Vehicle Miles Driven (VMT) Mitigation Program Overview**

RECOMMENDATION:

Provide guidance to staff

BACKGROUND:

The following includes information taken from a staff report from WRGOC Staff to the Public Works Committee on April 10, 2025. Similar presentations and reports were made to the Planning Directors Committee and Executive Committee.

Senate Bill (SB) 743, implemented on July 1, 2020, requires development projects to utilize Vehicle Miles Traveled (VMT), rather than Level of Service (LOS), as the metric to determine its transportation impacts under the California Environmental Quality Act. WRCOG assisted its member agencies in the implementation of SB 743 with guidance on meeting the requirements of the Bill. To continue with the implementation of VMT as a metric, WRCOG has been actively working with partner agencies to develop a VMT Mitigation Program Manual.

One objective of WRCOG's Local Transportation Funds (LTF) Program with the Riverside County Transportation Commission (RCTC) is to assist WRCOG with SB 743 implementation. As part of this, WRCOG conducted initial research on a possible VMT Mitigation Program or bank strategies for development projects as part of its SB 743 implementation activities. This initial research was presented to the Public Works Committee (PWC) in May 2021 and, as a result, WRCOG received inquiries from member agencies regarding the development of a potential regional VMT Mitigation Program for western Riverside County.

During WRCOG's work on SB 743 implementation, the issue of VMT mitigation was noted to be problematic. The main reason is that most land-use projects cannot implement transportation system improvements or directly influence the travel of its occupants. VMT is a function of the intensity of use, type of use, and location, so the main challenge is that VMT is ultimately a regional, not local, concern. In comparison, LOS-based impacts are relatively easy to mitigate since payment of fees for improvements or construction of improvements, or some combination thereof, are appropriate mitigation.

On October 4, 2021, WRCOG staff received direction from the Executive Committee to evaluate options to mitigate VMT impacts from new development. WRCOG commenced an effort to develop a potential program for western Riverside County, and has been discussing the different elements and options with RCTC and the Riverside Transit Agency (RTA). These two agencies were identified since they would be potential large credit generators and/or credit users if they choose to participate. Participation in any

potential program will be on a voluntary basis, so member agencies will participate in a program only if it decides to opt-in.

Since this due diligence process has taken place, the project team has looked at potential benefits and challenges to the different types of mitigation programs and its framework, such as banks, exchanges, and impact fee programs. The project team has also considered the key elements of additionality and equity. In addition, the project team has been exploring potential governing structures and the different elements of operating a program. The project team includes WRCOG's legal counsel to ensure all elements of the program are analyzed from all aspects.

The mitigation measures included will influence the type of program, so the project team has been working with member and partner agencies to identify potential mitigation measures to be included. WRCOG reached out to interested PWC members in February 2023 to solicit potential projects and programs that could be included in a program to serve as an initial project list. This initial project list is strictly for information and additional projects and programs may be added. For the sake of due diligence and feasibility, the project team estimated the potential VMT reduction associated with the projects and programs. The project team also completed an equity analysis to consider demographic trends, including historically disadvantaged communities when identifying which projects and programs could be included in a regional VMT Mitigation Program.

Present Situation

All of the technical work and research on a potential VMT Mitigation Program has been completed. A draft Program Manual that was reviewed by various stakeholders including RCTC, RTA, and the Western Riverside County Regional Conservation Authority (RCA) has been finalized. The goal of the Program Manual is to serve as a guiding document of a potential program. It is anticipated that the Program Manual would be updated as the Program develops, similar to how the TUMF Program Administration Plan is updated.

Some key elements of the effort proposed by WRCOG are as follows:

- The Program would be a regional effort with WRCOG serving as the Program Administrator.
- The effort would be structured as an exchange instead of a bank or fee.
- The WRCOG Planning Directors Committee (PDC) would provide direct oversight of the Program with the Executive Committee retaining final jurisdiction as with all WRCOG activities.
- Agencies would agree to join the Program by executing a Participation Agreement with WRCOG.
- Agencies which have formally joined the Program can then submit VMT-reducing projects, also known as Credit-Generating Items, to be included in the Program.
- Only public agencies can submit Credit-Generating Items to be included in the Program.
- WRCOG would compile a list of Credit-Generating Items.
- Credit-Generating Items would then be available to be purchased to generate VMT credits.
- Any public or private entity can purchase VMT credits by selecting one or more projects from those available on the list WRCOG maintains.
- WRCOG would collect a nominal administrative fee (4%) based on the Program costs for this transaction.
- WRCOG would refresh the Program list as appropriate.
- Agencies can choose to participate in WRCOG's Program, participate in other regional programs, develop their own program, or any combination of those three. The only limitation is that an agency is not allowed to submit the same Credit Generating Item to multiple programs.

Graphics depicting the operation of a program are provided in the final draft Program Manual that is attached as Attachment 1 to this Staff Report. The flowcharts describe the following Program elements:

- Overall Program Process

- Process for Credit Generators
- Process for Submitting Credit-Generating Items
- Process for Private Sector Requests for Credit
- Process for Public Sector Requests for Credit
- Appeals Process

Next Steps

A final draft Program Manual, which has been in development since 2021, has been reviewed by staff at RCTC, RTA, and RCA. The Program Manual serves as a guide for how the Exchange Program will be governed and operated. The Program Manual was developed to include every aspect possible to ensure it was all encompassing. However, since VMT mitigation is a relatively new subject, it is anticipated that new items will be discovered. WRCOG is committed to updating the Program Manual when these items are discovered, and will ensure transparency.

The goal of developing and implementing a program is to provide member agencies and projects in the subregion an option to mitigate its VMT impacts. The Program Manual establishes this option.

JUSTIFICATION:

If the City of Banning elects to participate as a Credit Generator, staff would prepare a list of projects that are VMT mitigation eligible. These projects could include bus passes, transit stop enhancements, transit route enhancement, bike lane implementation and construction, walking trails, or other projects that support non-motorized transportation.

FISCAL IMPACT:

There is no cost to the City to participate in the program as a credit generator and submit certain types of projects, such as bus passes.

For other projects, the City would be responsible to fully construct the project as offered on the VMT Mitigation marketplace, if selected by a Credit User. Upon completion of the project, WRCOG would reimburse the City for the work completed, up to the amount listed in the marketplace.

For example, a transit stop enhancement project may include a shelter, benches, and trash receptacle. The City would provide a fixed cost to construct that facility to the marketplace. Upon completion, WRCOG would provide reimbursement up to the cost that the improvement was purchased for. The City would be responsible for cost overruns.

City staff can update projects on an as-needed basis for items not yet purchased by a Credit User with WRCOG. It would be incumbent on City Staff to properly asses the anticipated costs of any project listed to the marketplace, and update as costs change.

ALTERNATIVES:

Receive feedback from City Council on whether to proceed with the Credit Generator Participation Agreement, as well as receive direction from Council on requested City policy if elected to proceed.

Discussion tonight is not to sign the agreement or not. Official action and resolution would be brought back to City Council for execution. That resolution can be accompanied with official policy, if desired by the City Council.

BUDGETED?:

No

CONTRACT/AGREEMENT:

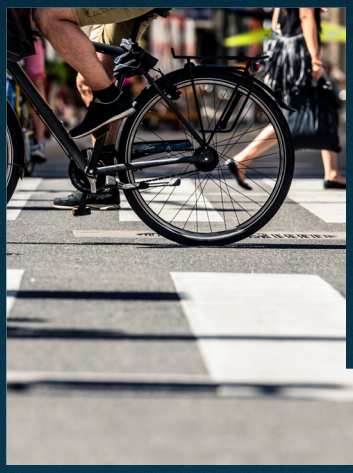
No

ATTACHMENTS:

1. WRCOG VMT Program Manual.pdf
2. Credit Generator Participation Agreement.pdf










Western Riverside Council of Governments

Regional VMT Mitigation Program Implementation Manual

Adopted by the WRCOG Executive Committee May 5,2025

Fehr & Peers

WRCOG Western Riverside Council of Governments

TABLE OF CONTENTS

I. INTRODUCTION 1

II. BACKGROUND AND PURPOSE 2

A. Senate Bill 743 and Vehicle Miles Traveled 2

B. Need for a Regional VMT Mitigation Program 3

C. Different Types of Regional VMT Mitigation Programs 4

D. Definitions 5

III. THE VOLUNTARY VMT EXCHANGE PROGRAM 6

A. General Description and How it Works 6

B. Potential Types of VMT Mitigation Projects (Credit-Generating Items) 6

C. Governance 10

D. Administration 11

E. Exchange Menu 24

F. Participants 25

IV. QUALIFICATION CRITERIA FOR CREDIT-GENERATING ITEMS 26

V. QUANTIFICATION OF CREDIT-GENERATING ITEMS 26

A. General Principles for Credit Quantification 26

B. Standardized Calculation Methods 27

VI. APPENDICES 28



I. INTRODUCTION

The Western Riverside Council of Governments (WRCOG), in partnership with its member agencies and key regional stakeholders, has developed a voluntary exchange program (Program) to provide a method to mitigate vehicle miles traveled (VMT) impacts under the California Environmental Quality Act (CEQA). WRCOG will serve as the Program Administrator and main point of coordination for Program Participants, which could include regional agencies, WRCOG member agencies, and other stakeholders, as appropriate.

The requirement to analyze and mitigate VMT impacts as part of a CEQA document is an emerging field. While there is substantial empirical data regarding the effectiveness of various VMT mitigation measures, there is less certainty regarding how VMT mitigation programs might be utilized, particularly by parties needing to find ways to offset their VMT impacts.

Through the Program, Program Participants in need of a way to offset significant VMT impacts will be able to purchase VMT credits generated by participants with VMT credit-generating projects. As a result, credit-using projects will not be delayed due to an inability to offset VMT impacts, and credit-generating projects may be expedited due to access to funding. The Program is voluntary and applicants who are unable to secure credits or unwilling to comply with the various requirements can pursue other opportunities for VMT mitigation through alternative means.

This Program Manual establishes rules and procedures intended to cover most anticipated situations and provides some level of flexibility to adjust to changing circumstances. If there is a case in which the Program Manual does not fully anticipate a circumstance or discretion is required, WRCOG commits that it will exercise its discretion in an impartial, transparent, and collaborative fashion. WRCOG is well suited to serve as an impartial administrator, able to act in the best interests of the overall program rather than themselves, because WRCOG does not generate or use credits.

WRCOG reserves the right to take action in the best interest of the Program to best serve all participants. These actions could include, but are not limited to, the following:

- Limiting the number of credits available to one applicant.
- Choosing not to provide credits to an applicant if such a restriction is determined to be in the best interest of the program.
- Deferring the provision of credits until a later date for various reasons.
- Withholding credits from applicants who are unwilling to sign the appropriate agreements.

Applicants who are requesting credits from the Program have the right to appeal any decision made by the Program Administrator and will be allowed to utilize the formal appeal process, provided they have standing to appeal, as described in Section III.D.9.c.i.

This Program Manual is intended to be a living document. As State regulatory guidance changes and the program evolves, WRCOG will regularly update the Program Manual to reflect these changing conditions. Any updates will be prepared and implemented in conjunction with our regional partners, WRCOG member agencies, and other stakeholders, as appropriate.

II. BACKGROUND AND PURPOSE

A. Senate Bill 743 and Vehicle Miles Traveled

Before a California public agency issues a discretionary approval that authorizes an action with potential environmental impacts, the agency must first comply with CEQA and disclose potential impacts to the environment. For example, before a city or a county approves a site-development project, and before a transportation agency approves the construction of new infrastructure, those agencies must ensure that CEQA compliance has been completed.

Unless an action is exempt from substantive environmental review, an agency is most often faced with the choice of preparing either a CEQA Negative Declaration or, Mitigated Negative Declaration (MND), or an Environmental Impact Report (EIR). Either an MND or EIR may involve the imposition of "mitigation measures" which help to address or reduce a project's potentially significant impacts.

The manner in which transportation effects are analyzed under CEQA changed dramatically when Senate Bill 743 (SB 743) was adopted in 2013 and codified in Public Resources Code section 21099. This law and its implementing regulations require that

transportation impacts throughout the state no longer be measured in terms of vehicle delay, but instead in terms of how many VMT a project generates. The purposes of SB 743 are to place greater focus on implementing the State's goals of reducing greenhouse gas (GHG) emissions, promoting transit, and increasing infill development.

For many agencies, the threshold of how much VMT triggers the requirement for an EIR varies. But, in some instances, that threshold may be reached- even for projects that align with the State's goals of reducing GHG emissions, promoting transit, increasing infill development, and building more housing.- When significant impacts are identified, CEQA requires that feasible mitigation measures be proposed. If all feasible mitigation is exhausted and there is still a significant impact, a statement of overriding considerations must be issued which would trigger an EIR. This adds further cost and time to project implementation.

SB 743 has a disproportionately heavy impact on less-developed counties (like Riverside County) because those areas have not yet fully built-out their roadway networks, have less robust non-automotive travel options (like transit), and lack institutional support facilities. Thus, developments in Riverside County are far more likely to constitute "new" development, rather than "infill" projects, and are far more likely to generate VMT effects that require a full EIR, rather than a streamlined Negative Declaration/Mitigated Negative Declaration (or potential exemption). Thus, there is a demand for a dependable means of reliably mitigating or offsetting VMT impacts that would arise from development and transportation projects.

B. Need for a Regional VMT Mitigation Program

Transportation demand management strategies have traditionally been utilized to change travel behavior as a way of reducing VMT. These strategies are generally most effective in urban areas where a project site is accessible through multiple travel modes (i.e., walking, bicycling, transit, and personal micro-mobility vehicles), offering similar travel times and convenience. These strategies are less effective in low-density suburban and rural areas where travel modes are more reliant upon personal automobiles. Much of Western Riverside County falls into this latter category and needs a coordinated regional approach.

C. Different Types of Regional VMT Mitigation Programs

In more suburban and rural areas, a program-based approach to VMT mitigation is typically more effective than applying strategies to a project site only. Following is a review of three common program-based approaches that may be established to enable mitigation options for projects required to implement VMT mitigation:

- VMT Impact Fee Program – is a traditional impact fee program in compliance with the Mitigation Fee Act. The nexus for the fee program is a VMT reduction goal consistent with the CEQA threshold established by a lead agency for SB 743 purposes. The main difference from a fee program based on a metric such as vehicle level of service (LOS) is that the VMT reduction nexus results in a capital improvement program consisting largely of transit, bicycle, and pedestrian projects. These types of fee programs are time-consuming to develop, monitor, and maintain but are recognized as an acceptable form of CEQA mitigation.
- VMT Mitigation Exchange – relies on a Credit User agreeing to fund, implement, or acquire a predetermined VMT reducing project or propose a new one. The project may be located in the vicinity of the project needing VMT mitigation or elsewhere in the community, and possibly outside the community. The VMT Mitigation Exchange needs to have a facilitating entity that can match the VMT producer (the development/ infrastructure project) with a VMT reducing project or action. The facilitating entity could be the lead agency or another entity that can provide the match and document the VMT reduction with substantial evidence. This option provides the most flexibility for mitigation project selection and is also the least complex to set up. Implementation is completed on a project-by-project basis, similar to typical mitigation measures.
- VMT Mitigation Bank – attempts to create a monetary value for VMT reduction such that a Credit User could purchase VMT reduction credits. The money exchanged for credits could be applied to local, regional, or state-level VMT reduction projects or programs. Like all VMT mitigation, substantial evidence is necessary to demonstrate that the projects covered by the VMT Mitigation Bank would achieve expected VMT reductions and some form of monitoring may be required. This is more complicated than a simple exchange and requires more time and effort to set up and implement. However, the VMT Mitigation Bank can include other VMT reducing efforts (like rideshare or telecommute programs) that cannot be implemented in a VMT Impact Fee Program and would be more difficult to implement in a VMT Mitigation Exchange program. The verification of how much VMT reduction is associated with each dollar or credit and tracking mitigation completion are more difficult parts of the VMT Mitigation Bank. Perhaps the most

restrictive component of a VMT Mitigation Bank is that VMT reduction credits need to be generated prior to their ability to be purchased; which necessitates some level of seed funding to implement projects or programs to begin generating the VMT credits prior to them being sold.

The option that best fits the needs of Western Riverside County currently is an exchange program given some of the constraints noted above. WRCOG will serve as the facilitating entity (VMT Program Administrator) and will be responsible for administering the program.

D. Definitions

- **Applicant:** A developer or similar entity applying to purchase *credit(s)* as a *credit user*.
- **Credit:** VMT reduction credit.
- **Credit Generator:** A public agency that implements a project or program that produces a VMT reduction credit. Credit generators will enter into a Participation Agreement with the *Program Administrator*. This agreement enables public agencies to submit *credit-generating items* to the Program that are eligible to receive funding through the Program.
- **Credit-generating Item:** A specific project or program that has produced or may produce a *credit*.
- **Credit User:** Land development or transportation project administrator that needs VMT reduction credits for CEQA mitigation.
- **Implementing Agency:** A public agency responsible for implementing a public sector project for those cases in which another agency is designated as a lead agency for purposes of CEQA.
- **Lead Agency:** The public agency that has primary responsibility for carrying out or approving a project that is subject to CEQA.
- **Program Administrator:** The entity responsible for managing the Program and facilitating VMT mitigation exchange. WRCOG serves as the Program Administrator.
- **VMT Impact:** The generation of VMT above the applicable threshold of significance by a project, which may require a *Credit User* to seek a mitigating *credit(s)*.

III. THE VOLUNTARY VMT EXCHANGE PROGRAM

A. General Description and How it Works

Following is a brief description of the major steps to facilitating a VMT mitigation exchange:

1. The Program Administrator requests credit-generating items from Credit Generators to be included on a list of potential credit-generating items that have produced or may produce a credit(s) and the Program Administrator maintains the list of items.
2. Credit Generators submit credit-generating items on a processing form that details the project/program cost and description and certifies the project/program is ready for implementation, as defined by the qualification criteria in this Program Manual (see Section IV). For the purposes of the Program, active steps taken to implement the project/program being submitted as a credit-generating item is implementation. Additional clarification is provided in the Participation Agreement (Appendix A).
3. Credit Users generate a significant VMT impact and need to purchase credits to mitigate those impacts. The cost of credits is project/program specific.
4. Credit Users submit a form indicating that the Credit User generates a significant VMT impact and is applying to purchase credits to mitigate impacts. If the Credit User is not a public agency, the application must be reviewed by the CEQA lead agency to verify application details before credits are issued.

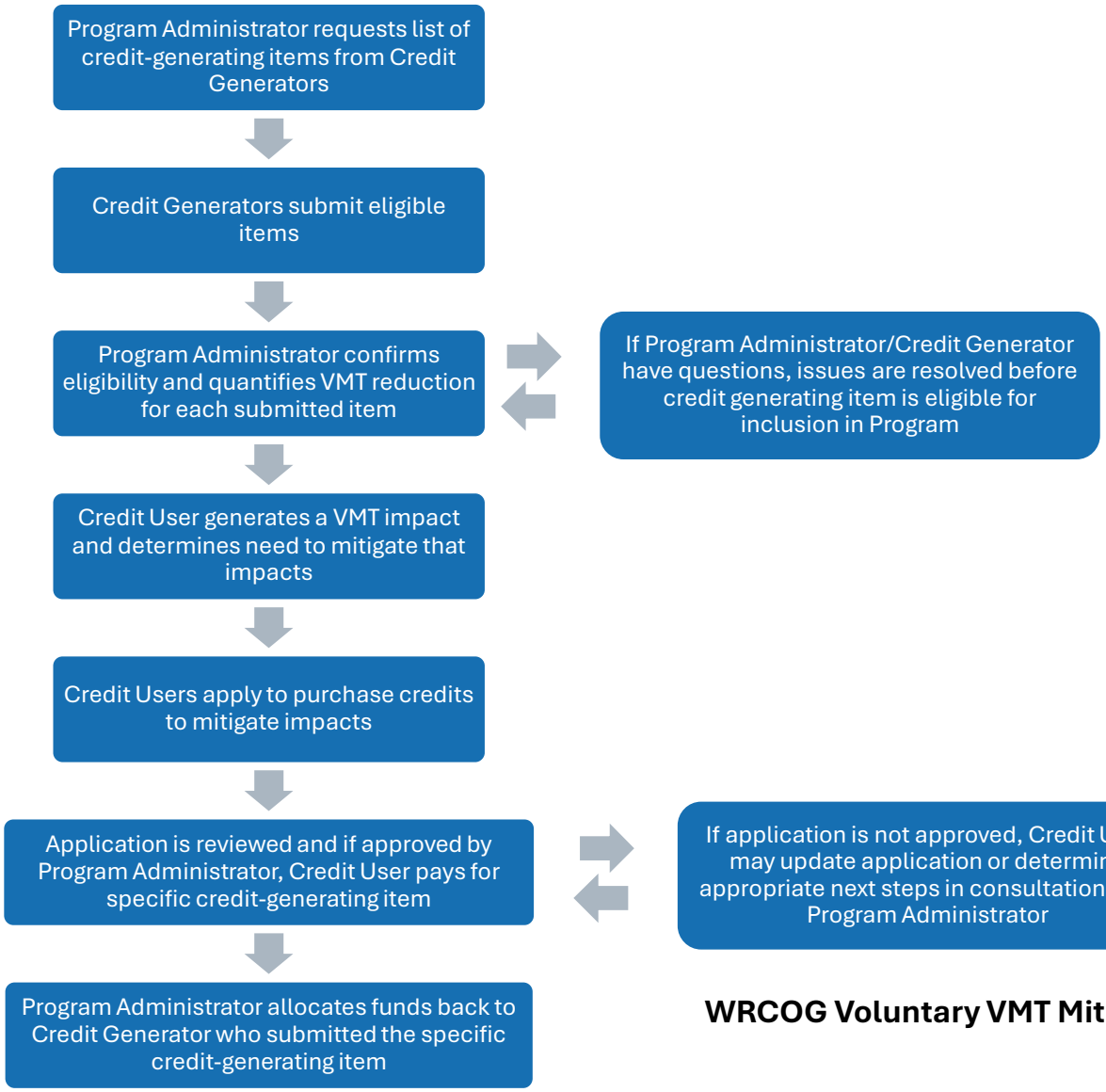
   Note: Mitigation measures must equal or exceed the amount of the VMT impact to fully mitigate the project impact under CEQA.

5. Funds are collected by the Program Administrator and allocated to the specific Credit Generator whose credit-generating item was selected by the Credit User.

A description of the overall process is provided as Exhibit 1.

B. Potential Types of VMT Mitigation Projects (Credit-Generating Items)

The following potential credit-generating items do not represent an exhaustive list of potential VMT-reducing projects or programs. Currently, the California Air Pollution Control Officers Association (CAPCOA) Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity (CAPCOA, December 2024) is the best source for the latest data and research for quantification of credit-generating items. As new data, studies, and information become available, additional projects/programs may be incorporated as credit-generating items, beyond what is currently identified by CAPCOA.



WRCOG Voluntary VMT Mitigation Exchange Program

Overall Program Process

Any credit-generating item that is incorporated into the Program must provide sufficient information that would allow the Program Administrator's technical experts to quantify the credits that would be available during the Program. The Program Administrator has the flexibility to revisit the projects or programs included in the Program on an annual basis to ensure the projects or programs are achieving the intended mitigation amount as costs, information, and other variables change.

As noted above, the Program Administrator will be responsible for working with its technical experts to calculate VMT credits using information supplied by the Credit Generator. Credit users, such as CEQA lead agencies, may then choose which credit generating project(s) best align with their mitigation needs. As such, the Credit Users would have the opportunity to rely upon and accept the VMT-reduction analysis completed by the Program Administrator's technical expert. WRCOG will also provide the VMT reduction calculations to the Credit User at their request.

Potential Credit-Generating Items include but are not limited to the following:

1. Operations/Maintenance Projects

- Transit Network Coverage or Hours Extension: Adding or modifying transit operations to include more hours of existing routes/lines or fund the operations of a new transit route/line.
- Transit Service Frequency Increase: Modifying and funding transit operations to include more frequent service on an existing transit line.

2. Ongoing Programs

- Transit Passes: Providing discounted or free transit fare to a specific geographic area, population group, or the general public.
- Vanpool Program: Providing financial support for a vehicle to groups of 5 to 15 people for the purpose of carpooling between their workplaces and residences.
- Rideshare Program: Providing access to and encouraging the use of a ridesharing alternative, platform, or service. This could be an app, website, or other service that provides ride-matching coordination services.

3. Capital Improvements

- Pedestrian Network Improvement: Constructing new sidewalks and/or improving damaged or substandard sidewalks that connect to a larger pedestrian network.
- Bike Facility Construction or Improvement: Constructing new or enhancing an existing Class I, II, or IV bike facility.
- Transit-Supportive Roadway Treatments: Funding infrastructure improvements, such as traffic signal modifications and roadway signage and striping, that are dedicated to improving transit travel times and reliability.
- Transit Access, Safety, and Comfort Improvements: Funding infrastructure improvements that reduce the barriers to using transit, including new or enhanced features, such as, but not limited to, bus shelters, lighting, bike racks, crosswalks, transit security guards, and/or ambassadors and bus turnouts or bus pads.

4. Property Acquisition for Conservation Purposes

Property acquisition for conservation purposes is not included in CAPCOA's Handbook and would require technical documentation and substantial evidence to support Program eligibility. This strategy would involve properties to be categorized as VMT efficient (VMT generation is lower than a defined threshold) or VMT inefficient areas (VMT is higher than a defined threshold). If land can be conserved for conservation in VMT inefficient areas, then the Program Administrator can consider designating the land acquisition as a credit-generating item.

5. Gap Financing for Affordable Infill Housing Development

Gap financing for affordable infill housing development is included in CAPCOA's 2024 Handbook and is a new strategy in mitigating VMT that is supported by Executive Order N-2-24. The order directed the California Department of Transportation (Caltrans) to identify and implement opportunities to leverage transportation funds and projects to support the use of infill housing as an environmental mitigation approach by publishing guidance on the use of affordable infill housing as a mitigation strategy as part of its *Transportation Analysis Under CEQA* guidance and shall track and report progress at the project level.

C. Governance

As set forth in Section I, WRCOG is designated as the Program Administrator and shall administer the Program as described in this Program Manual. Following is a description of the duties, roles, and responsibilities for the WRCOG Executive Committee, Executive Director, and Planning Director's Committee, as they pertain to Program administration.

1. The **WRCOG Executive Committee**. The WRCOG Executive Committee shall be responsible for reviewing and acting on the following:
    - **a.** Approval of the Program Manual and any subsequent amendments;
    - **b.** Recommendation of changes to the template agreements regarding participation in the Program; and
    - **c.** Otherwise having full final decision-making authority over all aspects of the Program.
2. The **WRCOG Executive Director**. Reporting to the WRCOG Executive Committee, the Executive Director (or their designee) shall be responsible for the following Program activities:
    - **a.** Administration of the Program and processing of disputes;
    - **b.** Conducting ongoing monitoring of credit-generating items;
    - **c.** Providing consultant support to quantify credit-generating items;
    - **d.** Providing staff and consultant support to verify credit-generating items and credit users, as necessary.
    - **e.** Other related activities as directed by the WRCOG Executive Committee;
    - **f.** Executing Participation Agreements, Credit Purchase Agreements, and any amendments thereto;
    - **g.** Preparation of an Annual Report for consideration by the WRCOG Executive Committee detailing the status of the Program; and
    - **h.** Periodic preparation of a comprehensive Program review that includes an assessment of the credit quantification methods and preparation of recommendations on potential Program revisions for consideration by the WRCOG Executive Committee.

3. The **WRCOG Planning Directors Committee (PDC)**. The PDC shall be responsible for the following:

    a. Providing Program updates and reviews and input on all supporting technical documentation;

    b. Recommending revisions to the Program Manual; and

    c. Providing additional assistance to the Program, as requested by the WRCOG Executive Committee.

D. Administration

This section lists the key administrative processes involved in the Program.

1. Payment Processing, Credit Disbursement to Credit Users, and Payment to Credit Generators

The Program Administrator shall receive all payments generated by the exchange of credits from Credit Users to Credit Generators for credit-generating items. The Program Administrator shall account for credits and disburse credits and payments for credit-generating items, in accordance with this Program Manual.

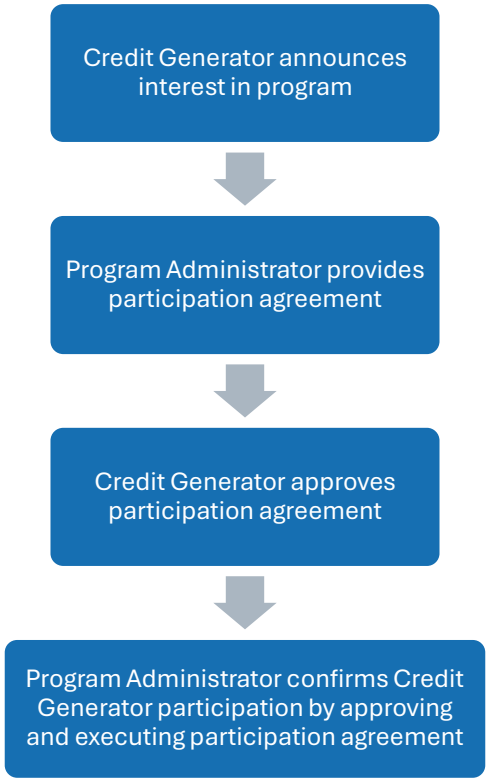
2. Credit Generator Opt In

A credit generator must opt in to the Program through execution of a Program Participation Agreement.

3. Credit Generator Opt Out

A credit generator would opt out of the Program by providing written notice to the Program Administrator. The credit generator will be removed from the program within 90 days of providing this notice. Credit generators may not opt out of the program if there are credit generating items for which a credit purchase agreement has been executed but have not been completed.

Exhibit 2 provides an overview of the process through which a credit generator could opt-into the program.



WRCOG Voluntary VMT Mitigation Exchange Program

Process for Credit Generators

A Credit Generator who has opted in can submit credit-generating items to the exchange through a Credit-Generating Item Form, provided that the credit-generating item meets the qualification criteria outlined in this Program Manual (see Section IV). The Credit-Generating Item Form will request the following:

a. Credit-generating item description.

b. Credit-generating item cost. Updates to costs of a credit-generating item already on the credit-generating item list may occur when the Program Administrator updates the list. A credit-generating item that is an operations item may include an annual escalator.

c. Information to demonstrate that the proposed credit-generating item is ready to be utilized or constructed when funding is provided).

d. Sufficient information to allow the Program Administrator technical expert to quantify the VMT reduction.

Exhibit 3 outlines the process by which a Credit Generator provides credit-generating items to the Program.

4. Applications for Credits by Credit Users

a. An application must be submitted by credit users, as noted below, based on the type of credits, with VMT or environmental impact quantified to confirm the need to purchase credits to mitigate an impact. Any application must be submitted by the lead agency or lead jurisdiction where the VMT or environmental impact takes place to verify that credits are needed.

For *Transportation Projects:* The application must be submitted by the Implementing Agency (the Riverside County Transportation Commission, or any jurisdiction within the Western Riverside County subregion).

For *Development Projects:* The application must be submitted by the CEQA lead agency.

Credit users are not required to enter into a participation agreement but will enter into contractual agreements for each application.

b. The Program Administrator will provide the list of available credit-generating items that can be purchased by the Credit User.

Exhibits 4 and 5 document the process by which a Credit User can request credits.

5. *Procedure for Disbursement of Mitigation Projects*

a. Credits will be distributed on a first-come, first-served basis upon application completion, approval by the Program Administrator, and submittal of payment to the Program Administrator for the selected credit-generating item.

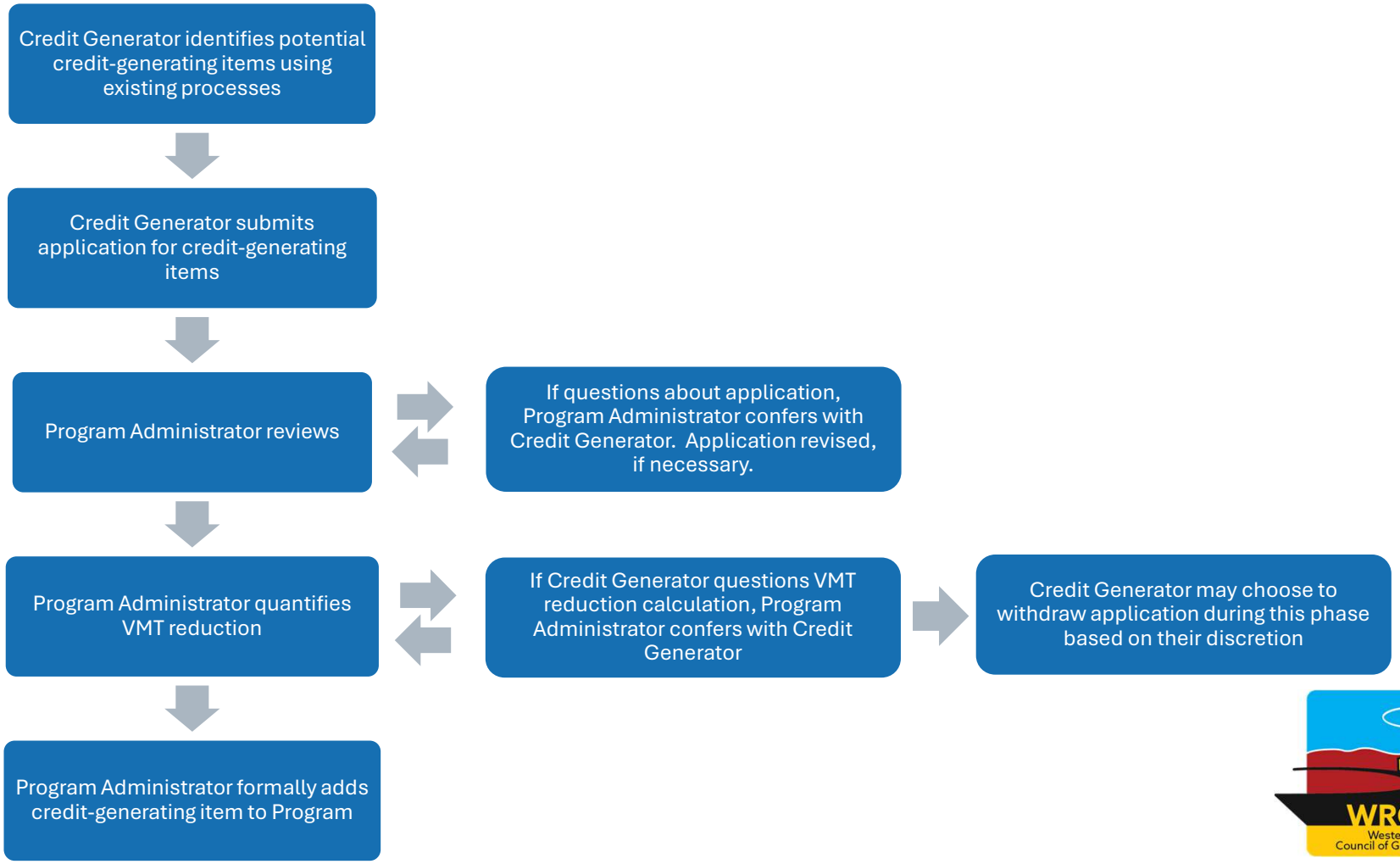
6. *Transfer of Credits and Refund Policy*

a. A Credit User is allowed to transfer credits to another project that needs to mitigate VMT or another Credit User. The Credit User that is holding the credits must notify the Program Administrator of the transfer for purposes of maintaining an account for the credits.

b. Credit purchases are nonrefundable.

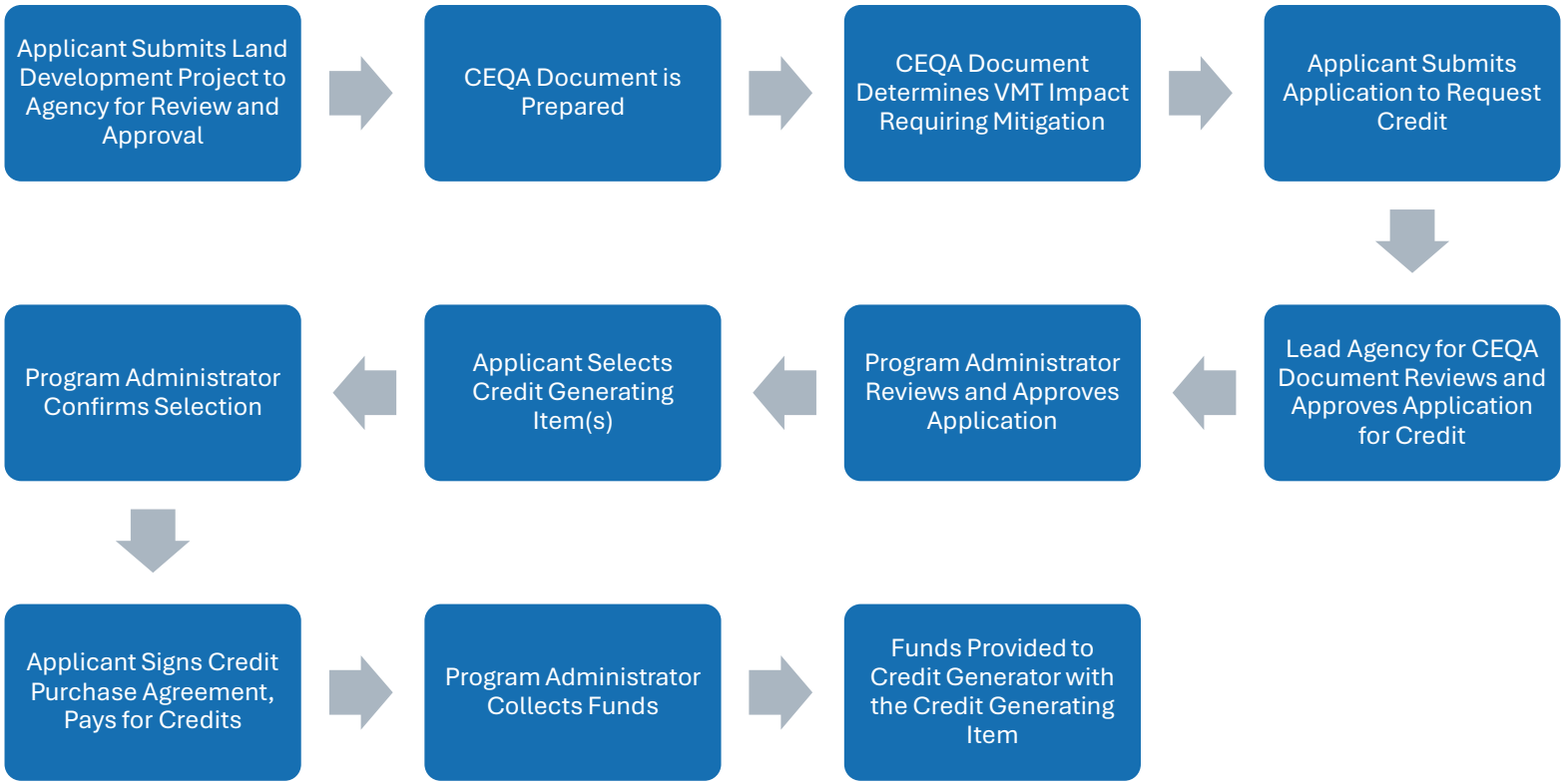
7. *Reporting*

The Program Administrator will prepare an Annual Report on the Program.



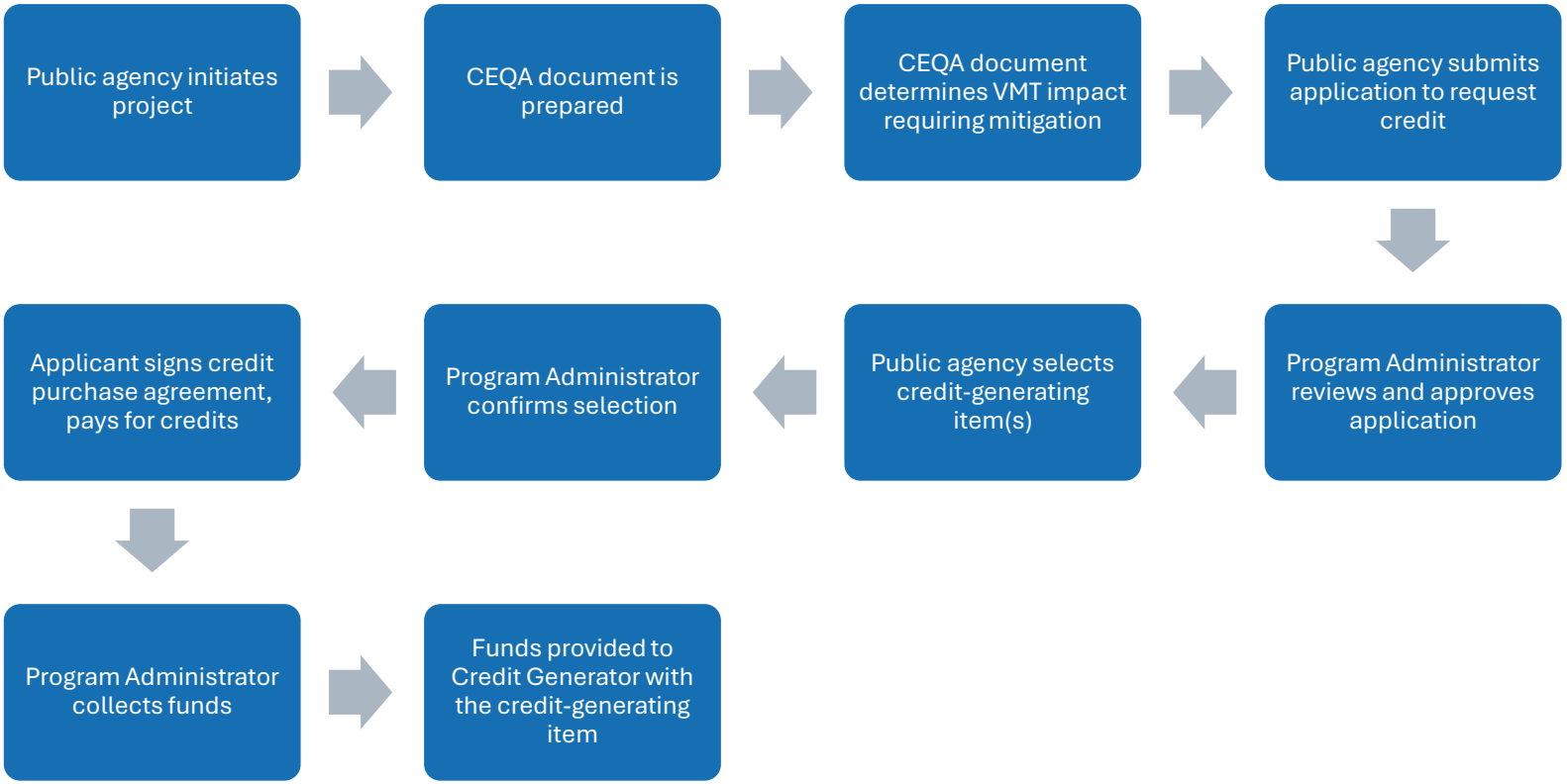
WRCOG Voluntary VMT Mitigation Exchange Program

Process for Submitting Credit-Generating Items



WRCOG Voluntary VMT Mitigation Exchange Program

Process for Private Sector Requests for Credits



WRCOG Voluntary VMT Mitigation Exchange Program

Process for Public Sector Request for Credits

8. *Dispute Resolution Process and Appeals*

This section details the types of Program disputes that may arise, the procedures for resolving disputes, and the process for submitting an appeal when a dispute cannot be resolved.

a. Types of Disputes

(i) Credit Generation Disputes

(1) **Quantification of Credits:** This type of issue arises when there is a dispute regarding the amount of credits assigned to a credit-generating item.

(2) **Denial of Potential Credit-Generating Items:** This type of dispute arises when a Credit Generator has submitted a credit-generating item that the Program Administrator has determined does not meet the requirements as outlined by this Program Manual.

(3) **Noncompletion of Credit-Generating Item:** This type of dispute arises when a proposed credit-generating item remains uncompleted.

(4) **Cost Issues:** This type of dispute arises when there is either an alleged overstatement or understatement of the cost to complete a credit-generating item.

(ii) Governance Disputes

(1) **Credit Allocation:** This type of dispute arises when there is a dispute regarding the availability and assignment of credits in the Program. For instance, available credits are available on a first-come, first-served basis, which may create disputes if two Credit Users desire to utilize the same credit-generating item.

b. Procedures

If a qualified person or entity has a Program dispute, they shall first attempt to resolve the dispute informally with Program staff. The staff of that public agency involved in the Program dispute may also participate in such discussions. If the Program dispute remains unresolved after a reasonable attempt to address it at the staff level, the qualified person or entity may submit a written appeal to the WRCOG Executive Director.

c. Appeals

(i) Standing to Appeal

No entity shall have standing to avail themselves of this section, except those entities who have opted into the Program as a Credit Generator, Implementing Agency, or a CEQA lead agency and have an unresolved, appealable issue or matter.

(ii) Appealable Issues and Matters

No issue or matter shall be heard or reviewed under this section unless the issue or matter is appealable and brought forth by an entity with standing to appeal. An issue or matter is appealable, if a qualified person or entity (Appellant) has a good-faith dispute directly related to the Program regarding the following disputes:

- Denial of potential credit-generating items (as defined above)
- Quantification of credits (as defined above)
- Credit allocation (as defined above)
- General governance disputes (as defined above)
- Administrative fee for credit-generating items purchased for Transportation Projects by the Implementing Agency (Riverside County Transportation Commission or any jurisdiction within the Western Riverside County subregion).

(iii) Appeal Process

(1) Exhaustion of Dispute Resolution Process

Before filing an appeal pursuant to this section, the Appellant must engage in the informal dispute resolution process, as outlined in Section III.D.9.b. of this Program Manual. If the Appellant does not engage in the dispute resolution process, the matter may not be presented for appeal.

(2) Executive Director Review

(a) The Appellant shall state the basis of their appeal. Only matters raised in the appeal shall be subject to review. Any matter not raised in the appeal shall not be subject to consideration. The purpose of this limitation is to provide

adequate notice to all parties with respect to the issues on appeal and eliminate the necessity of rehearing matters not subject to challenge.

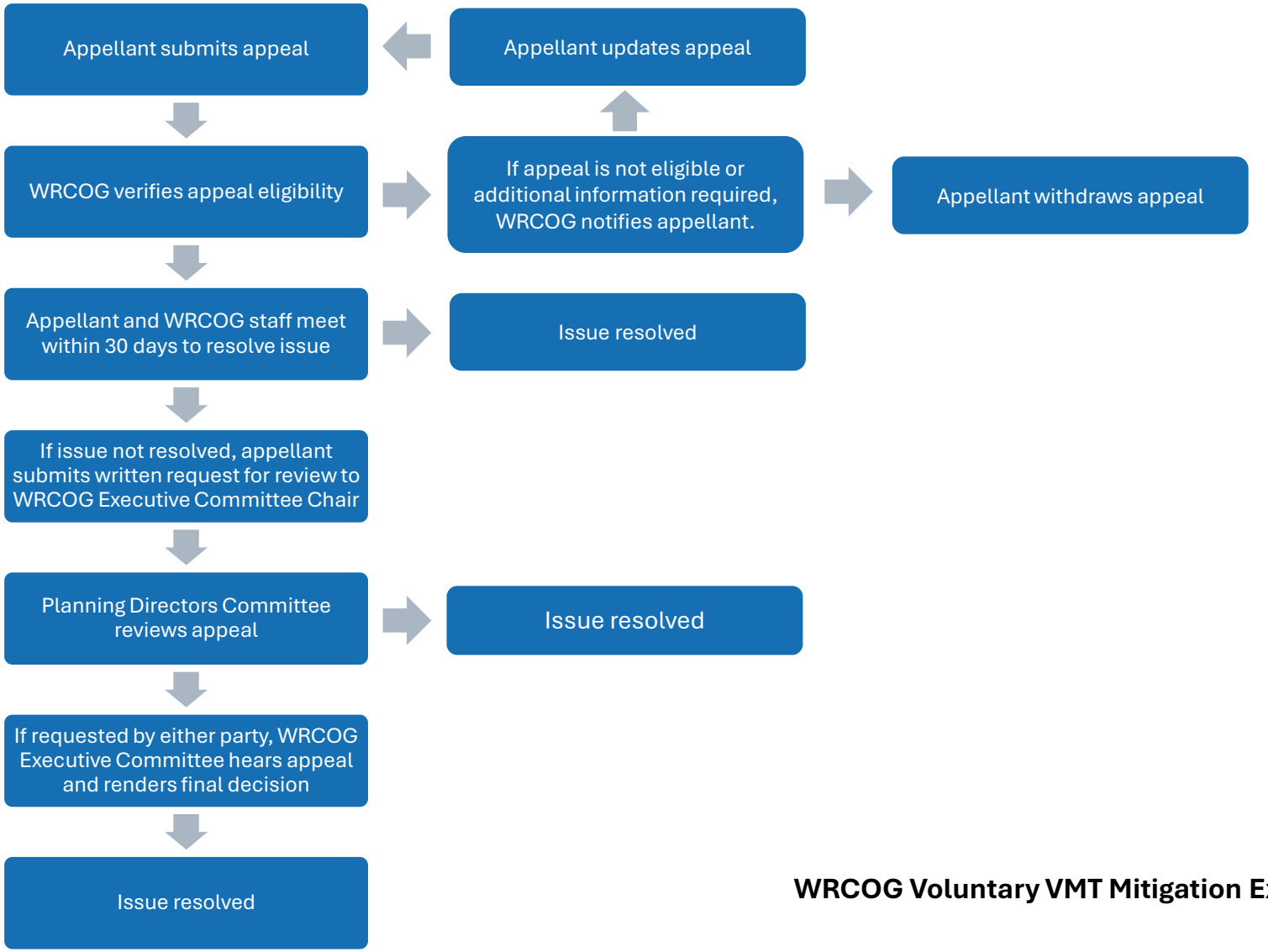
(b) The Appellant and the WRCOG Executive Director, or designee, will attempt to hold a meeting within 30 days of the WRCOG Executive Director's receipt of the appeal. The WRCOG Executive Director shall then attempt to render a written decision within 15 days of the meeting, unless otherwise notified.

(c) If the Appellant desires further review from the Program Administrator, the Appellant may submit a written request for review to the WRCOG Executive Committee chair within 90 days.

(3) Committee Review

After the written appeal is received by the WRCOG Executive Committee chair, the item shall be presented to the WRCOG Planning Directors Committee for review. At the request of either Program Administrator staff or the Appellant, the recommendation of the PDC shall be forwarded to the WRCOG Executive Committee for review and action. The Appellant shall receive written notice of the time and place of the hearing. The WRCOG Executive Committee shall review the report of the PDC regarding the appeal. At the time set for the hearing, the Appellant may request an opportunity to be heard and to present any relevant evidence supporting the appeal. After considering the evidence presented, the WRCOG Executive Committee shall render a decision that shall be final.

The appeals process is described in Exhibit 6.



WRCOG Voluntary VMT Mitigation Exchange Program

Appeals Process

9. *Liability Considerations*

a. Contractual Enforcement between Program Administrator and Credit Generator

To participate in the Voluntary VMT Exchange Program, Credit Generators will be required to enter into a Participation Agreement with the Program Administrator. A template of the Participation Agreement template is included as Appendix A to this Program Manual. The Participation Agreement will address, among other items, the following:

- The rights and responsibilities of Credit Generators who submit credit-generating items.
- That credit-generating items meet the criteria outlined in this Program Manual.
- Notification to remove credit-generating items if other funding sources are attained.
- The requirement that credit-generating items can only been removed with approval of the Program Administrator.
- The exclusion of credit-generating items from being used in multiple mitigation programs or mitigation for another project requiring VMT mitigation
- A means of enforcement if issues arise with credit-generating items.

b. Contractual Enforcement between Program Administrator and Credit User

c. To participate in the Program, Credit Users will be required to enter into a Purchase Agreement, separately, with only the Program Administrator when purchasing credits for a specific credit-generating item. A copy of the Purchase Agreement template is included in this Program Manual as Appendix B.

10. Best Practices by Program Administrator for Pending VMT Credit-Generating Items if Development Project/Transportation Project is subject to CEQA Litigation for Extended Period of Time

The Credit User for this Program assumes all risk. As is the case for any development or transportation project, there is always the possibility that protracted litigation could introduce a substantial delay in the timing between when a CEQA lead agency approves a development/transportation project and the time when the project is actually built.[1]

In the event of protracted litigation delays, collaboration between the Program Administrator and the CEQA lead agency for the project approvals should occur to confirm the status of litigation resolution. Until and unless the litigation is resolved, any mitigation imposed as part of the project approval would remain binding for the lead agency. Thus, absent a supplemental process by the CEQA lead agency to amend, delete, or replace the VMT credit-generating item that was imposed as binding mitigation, the VMT credit-generating item would be treated as "belonging" to the CEQA lead agency and would be unavailable for use by another agency.

In the event that litigation results in a rescission of the development/transportation project approvals, or in the event that the CEQA lead agency rescinds the project approvals for other reasons, the credits attained by the development/transportation project in question may be transferred to another Credit User per the provisions in III.D.7.a.

[1] To be clear, the mere filing of CEQA litigation does not preclude a public agency or developer from proceeding with a project. Once the approvals are issued, those approvals are valid and can be exercised even in the face of litigation. However, proceeding in the face of litigation is done at the agency or applicant's own risk. Thus, CEQA petitioners may choose to pursue court injunctions to affirmatively stop development from proceeding at any point during the litigation's pendency. Similarly, an adverse ruling from a court on the merits of the case could result in the rescission of approvals or other relief that would cause any project activity to cease. Because of these risks and costs, sometimes proponent agencies and/or applicants choose not to proceed with construction of approved projects, until and unless the litigation is resolved in their favor.

11. Administrative Costs.

The Program Administrator is allowed to expend a maximum of 4 percent of funds generated for the exchange of credits from the Credit User to the Credit Generator for the credit-generating item. The maximum 4 percent of funds will be used solely to carry out the responsibilities to implement and administer the Program. Eligible expenses will include staff salaries, consultant expenses, legal fees, and agency overhead expenses needed to support the Program. Through the development of its Annual Budget, WRCOG will provide a regular update regarding program revenues and expenses.

12. Relationship to Other VMT Mitigation Programs

Agencies who elect to participate in the Voluntary VMT Mitigation Program can also elect to participate in other State, regional, and local VMT Mitigation Programs at their discretion. Additionally, participation in the Voluntary VMT Mitigation Program does not preclude a Credit Generator from operating their own program.

The only limitation related to the participation in multiple programs is that a Credit Generator may not submit the same Credit-generating item to multiple programs. Credit Generators will be asked to certify that any Credit-generating item submitted to the Voluntary VMT Mitigation Program has not been submitted to any other program.

E. Exchange Menu

Credit-generating items will be presented in a menu that will include the VMT-reducing project(s) and/or program(s), the total cost to implement, and the quantified VMT reduction potential of each. The Program Administrator will compile the menu from submitted and accepted Credit-Generating Item Forms from the agencies that opt into the program. This menu will be provided to Credit Users.

13. Non-Exhaustive List of Sample Non-Exclusive Mitigation Projects

This table illustrates how credit-generating items might be listed in the Program for purchase by Credit Users.

Sample Project	VMT Credit	Cost
Purchase of transit passes	XX VMT reduced per day per transit pass purchased	XX per transit pass
Implement bicycle lane	XX VMT reduced per day once constructed	XX (capital cost)
Implement sidewalk	XX VMT reduced per day once constructed	XX (capital cost)

14. Outreach Process to Solicit Mitigation Projects

On a regular basis, the Program Administrator will solicit projects from Credit Generators to serve as credit-generating items. The Program Administrator will determine which category in Section III.B the item will fall into. Once approved, the Credit-Generating Item will be added to the Exchange Menu.

15. Ongoing Review of Mitigation Projects

To ensure credit-generating items are still active and eligible for generating credit, the VMT Program Administrator will periodically review the projects included in the Exchange Menu and may request updates from Credit Generators.

As part of this review, the Program Administrator shall request updated cost estimates for any credit-generating item from the Credit Generators on at least an annual basis. Credit generators may also provide updated cost information to the Program Administrator for the specific credit-generating item more frequently at their discretion.

F. Participants

The following agencies make up an initial list of Credit Generators eligible to opt in to the Program. Once a Credit Generator has opted in, they are eligible to opt out at any time, provided they follow the protocol set forth in this Program Manual.

- Riverside Transit Agency (RTA)
- Riverside County Transportation Commission (RCTC)
- Western Riverside County Regional Conservation Authority (RCA)
- County of Riverside
- City of Banning
- City of Beaumont
- City of Calimesa
- City of Canyon Lake
- City of Corona

- City of Eastvale
- City of Hemet
- City of Jurupa Valley
- City of Lake Elsinore
- City of Menifee
- City of Moreno Valley
- City of Murrieta
- City of Norco
- City of Perris
- City of Riverside
- City of San Jacinto
- City of Temecula
- City of Wildomar

IV. QUALIFICATION CRITERIA FOR CREDIT-GENERATING ITEMS

Following are the criteria for approval of credit-generating items:

1. The Credit Generator has a Participation Agreement on file with the Program Administrator;
2. The proposed credit-generating item has provided a cost estimate to construct or implement the credit-generating item and enough clear, consistent, and transparent information to quantify VMT reduction potential. Information needed to quantify VMT reduction potential will vary by credit-generating item. The quantification of VMT credits generated on the proposed credit-generating item will be calculated by a technical expert provided by the Program Administrator. Refer to Appendix C for details on what information is required.

V. QUANTIFICATION OF CREDIT-GENERATING ITEMS

A. General Principles for Credit Quantification

Quantification of potential VMT reduction of credit-generating items should be based on the best available data and resources. Quantification should be clearly and consistently documented with all sources cited.

Credit-generating items with quantified VMT reduction in the latest version of the *Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity* (GHG Handbook) (CAPCOA 2024) would be utilized as the basis for the quantification of many of the anticipated credit-generating items. This would include mitigation projects, such as constructing a bike lane or introducing a new transit line. In the future, if a more robust or up-to-date technical resource is available and accepted as the industry standard for VMT reduction quantification, this should be referenced for credit quantification.

More innovative or programmatic strategies that are not quantified in the GHG Handbook would require a customized approach based on the credit-generating item. Customized calculations using alternative data sources, like the Riverside County Transportation Model (RIVCOM), or tracking/surveying participants would be used to

determine how much VMT would be reduced. Innovative or programmatic strategies subject to customized calculations would include mitigation projects or programs, such as The Nature Conservancy partnerships or a land exchange.

All quantification will be prepared and reviewed by a qualified technical expert with relevant experience through the Program Administrator.

B. Standardized Calculation Methods

Each credit-generating item may utilize a different methodology depending on whether the GHG Handbook is the appropriate resource or if a customized approach is required. A quantification form(s) to quantify the number of credits an item generated will be provided with the intent for calculations to be standardized.

VI. APPENDICES

APPENDIX A.

Template agreement to participate in the Program, for Credit Generators to provide credit-generating items to the Program, and for the Program Administrator to administer the Program.).

APPENDIX B.

Template agreement between a Credit User and the Program Administrator to purchase credits for a specific project/program.

APPENDIX C.

Calculation worksheets for submission of a credit-generating item.

Appendix A

Template Credit Generator Participation Agreement

VOLUNTARY VMT EXCHANGE PROGRAM
PARTICIPATION AGREEMENT

This Participation Agreement ("Agreement") is made as of _____, 2025 ("Effective Date"), by and between the Western Riverside Council of Governments, a California public agency ("WRCOG") and **[***INSERT NAME***]**, **[***INSERT TYPE OF ENTITY***]** ("Participant"). WRCOG and Participant are sometimes individually referred to as "Party" and collectively as "Parties".

RECITALS

A. Before a California public agency issues a discretionary approval that authorizes an action with potential environmental impacts, the agency must first comply with the California Environmental Quality Act ("CEQA") and disclose potential impacts to the environment.

B. The CEQA process may involve the imposition of "mitigation measures" which help to reduce a project's potentially significant impacts.

C. The manner in which transportation effects are analyzed under CEQA changed dramatically when Senate Bill 743 ("SB 743") was adopted in 2013. SB 743 and its implementing regulations require that transportation impacts throughout the state no longer be measured in terms of vehicle delay, but instead in terms of how many Vehicle Miles Traveled ("VMT") a project generates.

D. Transportation demand management strategies have traditionally been utilized to change travel behavior as a way of reducing VMT. These strategies are generally most effective in urban areas where a project site is accessible through multiple travel modes offering similar travel times and convenience.

E. However, these strategies are less effective in low-density suburban and rural areas, such as Western Riverside County. As a result, Western Riverside County needs a coordinated regional approach.

F. To address these needs, WRCOG has established a Voluntary VMT Exchange Program (the "Program") that allows Credit Users to agree to fund a predetermined VMT-reducing project submitted by a Credit Generator.

G. Participant desires to participate in the Program as a Credit Generator.

H. The purpose of this Agreement is to outline the terms and conditions of the Participant's voluntary participation in the Program.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

AGREEMENT

1. Incorporation of Recitals. The recitals above are true and correct and are hereby incorporated herein by this reference.

2. Definitions.

(a) "Credit" shall mean a VMT reduction credit.

(b) "Credit Generator" shall mean an entity that implements some action which produces a Credit. For the purposes of this Agreement, Participant is a Credit Generator.

(c) "Credit Generating Item" shall mean a specific project or action which has produced or may produce a Credit.

(d) "Credit User" shall mean a land development or transportation project administrator that needs a Credit for the purpose of CEQA mitigation.

(e) "Program Manual" shall mean the Western Riverside Council of Governments Voluntary VMT Exchange Program Implementation Manual as may be amended from time to time.

3. Term and Termination

(a) Term. The term of this Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with Section 3(b) of this Agreement.

(b) Termination.

(i) Termination for Convenience. Either Party may terminate this Agreement upon three (3) months written notice, except that this Agreement shall remain in effect as to any Credit-Generating Item for which Credit Purchase Agreement has been executed but not completed. However, in the event that there are any Credit-Generating Items submitted by Participant that remain which are subject to a Credit Purchase Agreement, Participant may only terminate this Agreement upon the completion of such Credit-Generating Items.

(ii) Termination for Breach. WRCOG reserves the right to terminate this Agreement in the event of Participant's violation of this Agreement and non-compliance with the Program Manual. Upon receipt of written notice from WRCOG regarding the violation, Participant shall have thirty (30) days to correct the violation. Failure to cure the violation within the thirty (30) day period shall result in the termination of this Agreement.

4. Participant Responsibilities.

(a) Submission of Credit-Generating Items. Upon execution of this Agreement, Participant can then submit Credit-Generating Items for use in the Program by utilizing a Credit-Generating Item Form as further described in the Program Manual. Credit-Generating Items are subject to approval by WRCOG as the Program Administrator pursuant to the process as outlined in the Program Manual. .

(i) Qualification and Accuracy of Information. Participant agrees that any Credit-Generating Items that are submitted to the Program shall provide the necessary information as provided in the Program Manual Section III.D.4. In addition, Participant is solely

responsible for providing accurate information regarding their Credit-Generating Items submitted. Inaccurate information may result in removal of the Credit-Generating Item from the Program.

(ii) Credit User Agreement. Upon the selection of a Credit-Generating Item submitted by Participant by a Credit User, the WRCOG shall enter into a Credit Purchase Agreement with the Credit User. The Credit Purchase Agreement shall substantially be in the form as presented in the Program Manual.

(iii) Avoidance of Duplicate Mitigation. Participant agrees to that any submitted Credit-Generating Items submitted to WRCOG shall not be used to satisfy multiple instances of mitigation. This includes, but is not limited to, placing Credit-Generating-Items on multiple exchanges at once.

(iv) Disputes. In the event of any disputes regarding a Credit-Generating Item occur under this Agreement, Participant agrees to follow the dispute procedures as outlined in Program Manual.

(v) Removal of Credit-Generating Items. Participant understands and agrees that Credit-Generating Items placed into the Program shall remain in the Program unless otherwise approved in writing by WRCOG.

(vi) Credit Generating Item Completion. To the extent practicable, Participant shall ensure that the Credit-Generating Item is carried out or completed once it has been assigned to a Credit User and Participant has received payment for the Credits. Participant shall take all steps reasonably necessary to ensure that the Credit-Generating Item is carried out or completed. Upon completion of the Credit-Generating Item, Participant shall provide WRCOG with a completion form.

(b) Laws and Regulations. Participant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of its obligations under this Agreement. In addition, Participant comply with the Program Manual, as may be amended from time to time.

5. WRCOG Responsibilities.

(a) Program Administration. WRCOG agrees to administer the Program in accordance with the Program Manual, as may be amended from time to time.

(b) Allocation of Funds. WRCOG shall collect and allocate funds from Credit Users when Participant's Credit Generating Item is selected.

(c) Credit Transfer. Following the execution of the Credit Purchase Agreement by WRCOG and the Credit User, WRCOG will transfer the credits from the program to the Credit User for their use.

(d) Technical Assistance. WRCOG agrees to provide technical assistance to quantify the potential amount of credits a Credit Generating Item produces, ensure compliance

with Program Manual, and take appropriate measures to address any discrepancies or concerns with the submission of Credit Generating Items.

(e) Transparency. WRCOG agrees to maintain transparency in all Program-related matters, including calculation methodologies, maintenance of the exchange list, and distribution of credit-generating items, ensuring fair and equitable treatment of all participants.

6. Indemnity.

(a) To the fullest extent permitted by law, Participant shall defend, at Participant's sole cost and expense, indemnify, protect, and hold harmless WRCOG, its officers, directors, employees, and agents (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Participant's employees included), for damage to property, including property owned by WRCOG, or from any violation of any federal, state, or local law or ordinance, alleged to be caused by the acts, omissions or willful misconduct of Participant, its officers, directors, employees or agents in connection with or arising out of the construction and/or operation of any Credit-Generating Items submitted to the Program by Participant as well as performance of Participant's obligations under this Agreement. Such indemnity shall include any actions brought under the California Environmental Quality Act, the National Environmental Policy Act or other related action related to a Credit-Generating Item.

(b) To the fullest extent permitted by law, WRCOG shall defend, at WRCOG's sole cost and expense, indemnify, protect, and hold harmless Participant, its officers, directors, employees, and agents (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (WRCOG's employees included), for damage to property, including property owned by Participant, or from any violation of any federal, state, or local law or ordinance, alleged to be caused by the negligent acts, omissions or willful misconduct of WRCOG, its officers, directors, employees or agents in connection with or arising out of the administration of the Program and the performance of its obligations under this Agreement.

(c) The indemnification and defense obligations of this Agreement shall survive its expiration or termination.

7. Insurance. During the term of this Agreement and for one (1) year thereafter, Participant shall maintain Commercial General Liability. The Commercial General Liability insurance policy limits shall be not less than One Million Dollars ($1,000,000) combined single limit per occurrence for bodily injury, death and property damage liability, and Two Million Dollars ($2,000,000) in aggregate. Such insurance shall cover Participant's obligations under this Agreement and the actions of its employees, agents and subcontractors. All policies shall be written by reputable insurance companies with a Best's policyholder rating of not less than A-VII.

Upon execution of this Agreement, Participant shall provide a Certificate of Insurance evidencing the insurance required herein. In no event shall the limits of any policy be considered as limiting the liability of Participant under this Agreement.

8. Miscellaneous Terms.

(a) Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Participant and WRCOG.

(b) Notice. Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the following addresses and shall be effective upon receipt thereof:

WRCOG:	**PARTICIPANT:**
Western Riverside Council of Governments 3390 University Avenue, Suite #200 Riverside, CA 92501 Attn: Executive Director	**[***INSERT NAME, ADDRESS & CONTACT PERSON***]**

(c) Entire Agreement. This Agreement represents the entire understanding of WRCOG and Participant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises, or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This is an integrated Agreement.

(d) Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance, and the remaining provisions of this Agreement shall remain in full force and effect.

(e) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Participant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of WRCOG. Any attempted assignment without such consent shall be invalid and void.

(f) Non-Waiver. The delay or failure of either Party at any time to require performance or compliance by the other Party of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. The

waiver of any right or remedy with respect to any occurrence or event shall not be deemed a waiver of any right or remedy with respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

(g) Time of Essence. Time is of the essence for each and every provision of this Agreement.

(h) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in the County of Riverside.

(i) Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain, or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

(j) Amendments. Only a writing executed by all of the Parties hereto or their respective successors and assigns may amend this Agreement.

(k) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one single Agreement.

(l) Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so, the Parties hereto are formally bound to the provisions of this Agreement.

(m) Electronic Signature. Each Party acknowledges and agrees that this Agreement may be executed by electronic or digital signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR VOLUNTARY VMT EXCHANGE PROGRAM PARTICIPATION AGREEMENT

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

WRCOG	**PARTICIPANT**
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS	**[***INSERT NAME***]**
APPROVED BY*:*	APPROVED BY*:*
Dr. Kurt Wilson Executive Director	**[***INSERT NAME***]** **[***INSERT POSITION***]**
APPROVED AS TO FORM*:*	APPROVED AS TO FORM:
Best Best & Krieger LLP General Counsel	[INSERT NAME HERE] General Counsel