AGENDA

CITY COUNCIL - REGULAR MEETING
CITY OF BANNING, CALIFORNIA

June 10, 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/82012644588?pwd=RwqtJC8xehLDKZvr3LEKOf9u8uP2pt.1

Dial in: +1 669 900 9128

Meeting ID: 820 1264 4588
Password: 92220

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.

TELECOMMUTING LOCATION
Mayor Pro Tem Royce will be participating from a remote location where the public is invite to attend: Lobby/Business Center, 160 Portal Lane, Sedona AZ 86336.

1. CALL TO ORDER

1.1 **INVOCATION**
Performed by Pastor Preston Norman of Praise Tabernacle Church

1.2 **PLEDGE OF ALLEGIANCE**

1.3 **ROLL CALL**

2. AGENDA APPROVAL

2.1 **AGENDA APPROVAL**

3. PRESENTATIONS

3.1 Presentation by the Stagecoach Days Association on the 2024 Stagecoach Days
Recommendation: Receive and file.

3.2 Presentation by Members of the City of Banning Youth Council
Recommendation: Receive and file.

3.3 Recognition of Outgoing Banning Youth Council Members
Recommendation: Two Youth Council members are set to graduate this June. Staff requests City Council acknowledge and recognize their tremendous service to the community through their involvement.

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

5.3.1. Planning Commission Appointments for Positions 4 and 5
Recommendation: Appoint two of five applicants to Positions 4 and 5 on the Planning Commission, with terms beginning upon appointment and concluding in January 2027.

5.3.2. Consideration of the Appointment of Two Members of the Banning City Council to a 2X2 Ad Hoc Committee for the Purpose of Discussing issues with the Larry Smith Correctional Facility in the City of Banning
Recommendation:

Appoint two members of the Banning City Council on a 2X2 Ad Hoc committee along with two members of the community for the purpose of discussing releases from the Banning jail.

5.4 CITY COUNCIL COMMITTEE REPORTS

5.5 CITY MANAGER'S REPORT

5.6 CITY ATTORNEY'S REPORT

5.7 CITY TREASURER'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 Approval of the Meeting Minutes for the February 14 and February 25, 2025 City Council Meetings

Recommendation: Approve the minutes of the February 14 and February 25, 2025 City Council Meetings.

6.2 Consideration of Resolution 2025-79, Approving Amendment No. 2 to the Services Agreement with Yunex, LLC in the Amount of $75,000 Extending the Term through FY 2027/2028 Citywide Traffic Signal Maintenance Services
Recommendation: Adopt Resolution 2025-79.

6.3 Consideration of Resolution 2025-80, Approving the First Amendment to Extend the End Date of the Sole-Source Professional Services Agreement with VCS Environmental to Provide Wetland Permitting Consulting and Strategy Services to the City of Banning until June 30, 2026 with a Remaining Balance of $152,551
Recommendation: Adopt Resolution 2025-80.

6.4 Consideration of a Fee Waiver Request Not-to-Exceed $5,370 for Stagecoach Days Association's Use of Dysart Park for Equestrian and Community Events (Other than "Stagecoach Days") to Benefit the Community
Recommendation: Approve the fee waiver of no more than $5,370.

6.5 Consideration of Resolution 2025-81, Approving a List of Projects to be Funded for Fiscal Year 2025/2026 by SB 1 “The Road Repair and Accountability Act of 2017”
Recommendation: Adopt Resolution 2025-81.

6.6 Consideration of Resolution 2025-82, Approving the Sixth Amendment to the Street Sweeping Services Agreement with Sweeping Corp of America (SCA) for 2025/2026 under Sourcewell Contract #062421-SWP Increasing the Compensation in the amount of $149,352 for the Extended Term
Recommendation: Adopt Resolution 2025-82.

6.7 Consideration of Resolution 2025-83, Approving a Renewed Memorandum of Understanding between the City of Banning and the Stagecoach Days Association for the "Stagecoach Days" Event
Recommendation: Adopt Resolution 2025-83.

6.8 Consideration of Resolution 2025-84, Approving a License Agreement with the Girl Scouts of San Gorgonio Council for the Use of the Girl Scout House Located in Repplier Park
Recommendation: Adopt Resolution 2025-84.

6.9 Consideration of Resolution 2025-85, Approving the Installation of a Stop Sign and Establishing A Multi-Way Stop Controlled Intersection at Highland Springs Avenue and Potrero Boulevard
Recommendation: Adopt Resolution 2025-85.

7. PUBLIC HEARINGS

7.1 Consideration of Resolution 2025-86, Confirming the Levy and Collection of Assessments within the City of Banning’s Landscape Maintenance District No. 1 for Fiscal Year 2025/2026
Recommendation: Adopt Resolution 2025-86.

8. REPORTS OF OFFICERS

8.1 Consideration of Introduction and First Reading of Ordinance 1608, Amending Chapter 5.40 of the Banning Municipal Code Concerning Film Permits and Regulations
Recommendation: Introduce and conduct first reading of Ordinance 1608.

8.2 Proposed Restriping of Highland Springs Avenue Median Between Ramsey Street and

Joshua Palmer Way by the City of Beaumont
Recommendation: Provide direction to staff if there are any significant concerns from the City of Banning to communicate to City of Beaumont staff.

9. DISCUSSION ITEMS

9.1 Discussion on Expanding Public Notification Requirements in Banning Zoning Ordinance Related to Land Use Development Applications
Recommendation: Provide direction to staff for a Zoning Ordinance Amendment to be scheduled at a future meeting of the Planning Commission and City Council.

9.2 Discussion on Changing the City's Retail Cannabis Tax Rate
Recommendation:

Discussion item requested by Council person Richard Royce.

10. ANNOUNCEMENTS FROM CITY COUNCIL MEMBERS

11. ITEMS FOR FUTURE AGENDAS

11.1 **NEW ITEMS**
11.2 **EXISTING ITEMS**

1. Update on Community Garden (Flynn)
2. Contracting Animal Services (Flynn)
3. Emergency Preparedness (Barrington)
4. Discussion of Reversing Decision to Close Airport (Royce)
5. Patriot Tree (Barrington)
6. Contractor(s) to do Citywide Cleanup (Flynn)
7. RFP for City Manager (Wallace)
8. Long term City Strategic Planning (Miller)
9. Update on Electric Billing (Miller)
10. Review and Update Council Travel Policy (Flynn)
11. 2x2 Committee on Smith Correctional Facility (Royce)

12. ADJOURNMENT

Next Regular Meeting – June 24, 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.

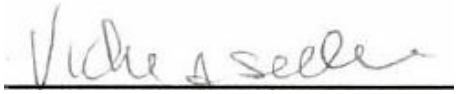
Estándares comunitarios de Zoom para Reuniones Públicas

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: **Robert Fisher, Acting City Manager**

PREPARED BY: **Ralph Wright, Parks and Recreation Director**
Ralph Wright, Parks and Recreation Director

MEETING DATE: **June 10, 2025**

SUBJECT: **Presentation by the Stagecoach Days Association on the 2024 Stagecoach Days**

RECOMMENDATION:

Receive and file.

BACKGROUND:

Stagecoach Days is one of Banning's signature events as the longest running and largest community event in Banning. A representative of the Stagecoach Days Association will give a presentation this past year's event.

JUSTIFICATION:

The city sponsors the annual Stagecoach Days event and supports the event financially and with in-kind services. Additionally, the event is a significant positive generator for economic activity in the City of Banning.

FISCAL IMPACT:

There is no fiscal impact associated with this presentation.

ALTERNATIVES:

None provided.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Robert Fisher, Acting City Manager**
PREPARED BY:	**Ralph Wright, Parks and Recreation Director**
MEETING DATE:	**June 10, 2025**
SUBJECT:	**Presentation by Members of the City of Banning Youth Council**

RECOMMENDATION:

Receive and file.

BACKGROUND:

The City of Banning established the Banning Youth Council in 2024 and the Banning Youth Council will provide a report on their activity over the last year.

JUSTIFICATION:

The Banning Youth Council was established to serve as an advisory board to the Banning City Council and provide youth of the City with a vehicle to have their voices heard and to participate in City Government.

FISCAL IMPACT:

There is no fiscal impact associated with this presentation.

ALTERNATIVES:

None provided

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Robert Fisher, Acting City Manager**
PREPARED BY:	**Caroline Patton, Administrative City Clerk**
MEETING DATE:	**June 10, 2025**
SUBJECT:	**Recognition of Outgoing Banning Youth Council Members**

RECOMMENDATION:

Two Youth Council members are set to graduate this June. Staff requests City Council acknowledge and recognize their tremendous service to the community through their involvement.

BACKGROUND:

The Banning Youth Council is comprised of seven to nine members and meets monthly on the first Tuesday beginning at 5 pm.

JUSTIFICATION:

Both Justin Smith and Adan Fragas were appointed on February 27, 2024.

FISCAL IMPACT:

N/A

ALTERNATIVES:

N/A

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Robert Fisher, Acting City Manager**
PREPARED BY:	**Caroline Patton, Administrative City Clerk**
MEETING DATE:	**June 10, 2025**
SUBJECT:	**5.3.1. Planning Commission Appointments for Positions 4 and 5**

RECOMMENDATION:

Appoint two of five applicants to Positions 4 and 5 on the Planning Commission, with terms beginning upon appointment and concluding in January 2027.

BACKGROUND:

The Planning Commission's rules and responsibilities are governed by Chapter 2.28 of the Municipal Code. The Commission's two main functions are to review land development applications for compliance with the Zoning Code and to make recommendations to the City Council regarding large projects and changes to the General Plan or Zoning Ordinance.

One vacancy was created when the City Council removed one member from the Planning Commission at the March 25, 2025 meeting. The second vacancy stems from a resignation received on March 25, 2025 from Robert Wilcox. Both positions are terms expiring in January 2027. The recruitment began immediately, with public notice in the May 2, 2025 edition of the Record Gazette. Several postings were made on the City's social media pages before the application period closed on Friday, May 30, 2025. The City Clerk's Office received five applications in that time.

JUSTIFICATION:

Five applications were received for the Planning Commission vacancies and are up for consideration:

- Edward Dean
- David Ellis
- Al Marshall
- Gerry Phelps
- Marco Santana

Applicants will be interviewed during the 4:00 p.m. Special Meeting - Workshop on Tuesday, June 10th.

FISCAL IMPACT:

N/A

ALTERNATIVES:

Do not appoint and provide staff with alternate direction.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. PC Applications Combined.pdf
2. 2025 05 02_PC Vacancy Affidavit.pdf
3. Banning MC Section 2.28

RECEIVED
MAY 21 2025
City of Banning
City Clerk's Office

APPLICATION TO SERVE ON PLANNING COMMISSION

This application is to fill two vacancies on the City of Banning Planning Commission. The term of office will begin upon appointment and will expire on January 31, 2027. The Planning Commission meets monthly on the **First Wednesday** of each month at 5:30 p.m. **Applications are due to the City Clerk's Office no later than Friday, May 30, 2025.**

Name: Edward Charles Dean III

Phone: (951) 451-8470

Email Address: edwardcdean3@gmail.com

Address: 4038 Hillside Dr., Banning, CA 92220

Are you currently employed? ☐ Yes ☒ No

Position: N/A Company: N/A

Length of Residency in Banning: 14 Years (2000-2008) (2018-Current)

Are you a registered voter? ☒ Yes ☐ No

Are you able to commit to reviewing and evaluating commission staff reports, which are typically lengthy and can be complex? ☒ Yes ☐ No

Are you able to attend commission meetings at the regular meeting date and time, as well as possible special meetings, which occur from time-to-time? ☒ Yes ☐ No

Information requested below will be used by the City Council as a screening process to determine which applicants will be interviewed for the Planning Commission. All applications and/or materials submitted for this purpose become a public record.
Ample space is provided. Please do not submit supplemental materials.

1. Tell us about your background, including education, work, and volunteer experience, civic involvement, and other experience relevant to this appointment.

I bring 14 years of U.S. Army experience as a Personnel and Administration Specialist and Military Training Supervisor, with expertise in land-use planning, resource management, and regulatory compliance. I've advised senior leadership on zoning, policy, and operational strategy—experience directly applicable to civic planning. I hold a Bachelor's degree in Business Administration with a concentration in Marketing, which strengthens my ability to analyze trends, engage the public, and communicate complex information clearly. My background includes leading diverse teams, balancing competing interests, and advancing equitable, community-centered solutions. I'm committed to supporting Banning's strategic growth through sustainable development, environmental stewardship, and inclusive planning as a member of the Planning Commission. I also co-founded a local development company focused on revitalizing underutilized spaces, giving me firsthand insight into the challenges and opportunities facing small cities like ours. My goals is to help Banning grow in a way that honors its heritage, meets the needs of today's residents, and creates opportunities for future generations.

2. What types of major issues should the Planning Commission deal with?

- Guide Sustainable Urban Growth: The Planning Commission should shape Banning's long-term development by balancing residential, commercial, and environmental priorities. This includes enforcing responsible land use, updating zoning regulations, and promoting smart growth that protects the city's unique character and quality of life.

- Promote Affordable Housing and Inclusive Development: It must address housing accessibility by reviewing policies that support diverse, affordable housing options and revitalizing underused areas to foster walkable, vibrant neighborhoods.

- Strengthen Infrastructure and Transportation: The Commission should oversee infrastructure planning to support population growth, improve mobility, and ensure reliable utilities—while prioritizing public safety, accessibility, and future-ready systems.

- Ensure Economic and Environmental Resilience: It must balance economic development with environmental preservation and historic conservation, supporting projects that stimulate the local economy without compromising sustainability or community well-being.

3. Identify specific challenges and opportunities facing the City's future growth and development. Explain how you feel they may be resolved (be specific):

1. Housing Development and Affordability
Challenge: Growing demand for housing may affect affordability.
Opportunity: Promote affordable and mixed-use housing developments.
Resolution: Update housing policies and partner with developers to offer diverse housing options.
2. Economic Development and Job Creation
Challenge: Need to diversify the economy and create local job opportunities.
Opportunity: Attract businesses to boost local economic growth.
Resolution: Implement economic development plans, offer incentives, and improve infrastructure.
3. Public Safety and Crime Prevention
Challenge: Rising crime rates may concern residents.
Opportunity: Enhance public safety to improve quality of life.
Resolution: Invest in law enforcement, community policing, and crime prevention initiatives.
4. Infrastructure and Transportation
Challenge: Rapid growth may strain infrastructure and traffic.
Opportunity: Improve infrastructure to support expansion.
Resolution: Prioritize road expansions, public transit, and utility improvements.

Additional Information about this Position

Per City of Banning Municipal Code Chapter 2.28, proof of residency shall be submitted at time of application to the Commission through voter registration or a utility bill at a physical address within city boundaries. Residency shall be confirmed prior to appointment and maintained throughout the term served. Applicants will be expected to attend a brief orientation session explaining the role of commissioners, the planning process, and the expectations of commissioners that are appointed. Please note that this a volunteer position. Members shall disclose interests in investments, real property, and income derived within the City of Banning or from sources doing business within the City of Banning. Filings are required within ten days of assuming office and on an annual basis. Members shall not work for the "pass" cities, which include Beaumont, Calimesa, and Riverside County in roles, such as economic development, planning, or redevelopment. Planning Commission shall hold no other municipal office in the city. Members may not be employees of the city.

Per City of Banning Resolution 2012-67, you will be required to submit to a criminal background investigation, to include LiveScan fingerprinting, prior to appointment.

Please return to: City of Banning
City Clerk's Office
99 E. Ramsey Street
PO Box 998
Banning, CA 92220

Return by: **Friday, May 30, 2025**
5:00 p.m.

Or email to: cityclerks@banningca.gov Remember to sign your application.



Signature

05-21-2025
Date

RECEIVED
MAY 29 2025
City of Banning
City Clerk's Office

'25 MAY 29 3:19P

APPLICATION TO SERVE ON PLANNING COMMISSION

'25 MAY 29 3:19PM

This application is to fill two vacancies on the City of Banning Planning Commission. The term of office will begin upon appointment and will expire on January 31, 2027. The Planning Commission meets monthly on the **First Wednesday** of each month at 5:30 p.m. **Applications are due to the City Clerk's Office no later than Friday, May 30, 2025.**

Name DAVID ELLIS

Phone 909-553-5547

Email Address david-ellis@live.com

Address 324 MEADOWLARK LANE CITY

Are you currently employed? ☐ Yes ☒ No

Position RETIRED Company

Length of Residency in Banning 45+ YEARS HOME OWNER

Are you a registered voter? ☒ Yes ☐ No

Are you able to commit to reviewing and evaluating commission staff reports, which are typically lengthy and can be complex? ☒ Yes ☐ No

Are you able to attend commission meetings at the regular meeting date and time, as well as possible special meetings, which occur from time-to-time? ☒ Yes ☐ No

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Ample space is provided. Please do not submit supplemental materials.

1. Tell us about your background, including education, work, and volunteer experience, civic involvement, and other experience relevant to this appointment.

45+ YEARS HOMEOWNER WITH VESTED INTEREST IN BANNING - BACKGROUND INCLUDES BUSINESS ADMINISTRATION, CRIME PREVENTION THROUGH ARCHITECTURAL DESIGN, CONTRACTS, SALES AND FINANCING OF HIGH TICKET ITEMS. AS A PREVIOUS P/C MY EXPERIENCES WERE VERY VALUABLE AND EYE-OPENING. UNDERSTANDING THE DUTIES NECESSARY TO BE SUCCESSFUL.

2. What types of major issues should the Planning Commission deal with?

THE PLANNING COMMISSION PLAYS A CRITICAL ROLE IN CITY GOVERMENT. PLANNING COMMISSIONERS MAKE DECISIONS AND RECOMMENDATIONS ON A WIDE RANGE OF PLANNING AND LAND USE MATTERS RELATED TO SUBDIVISIONS, SPECIFIC PLANS, ZONE CHANGES, PUBLIC HEARINGS, AND SO FORTH.

3. Identify specific challenges and opportunities facing the City's future growth and development. Explain how you feel they may be resolved (be specific):

REVIEW THE CHALLENGES AND OPPORTUNITIES OF A DISADVANTAGE COMMUNITY.

BUILDING A STRONGER RETAIL TAX BASE

Additional Information about this Position

Per City of Banning Municipal Code Chapter 2.28, proof of residency shall be submitted at time of application to the Commission through voter registration or a utility bill at a physical address within city boundaries. Residency shall be confirmed prior to appointment and maintained throughout the term served. Applicants will be expected to attend a brief orientation session explaining the role of commissioners, the planning process, and the expectations of commissioners that are appointed. Please note that this a volunteer position. Members shall disclose interests in investments, real property, and income derived within the City of Banning or from sources doing business within the City of Banning. Filings are required within ten days of assuming office and on an annual basis. Members shall not work for the "pass" cities, which include Beaumont, Calimesa, and Riverside County in roles, such as economic development, planning, or redevelopment. Planning Commission shall hold no other municipal office in the city. Members may not be employees of the city.

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Please return to: City of Banning
City Clerk's Office
99 E. Ramsey Street
PO Box 998
Banning, CA 92220

Return by: **Friday, May 30, 2025**
5:00 p.m.

Or email to: cityclerks@banningca.gov Remember to sign your application.

s/David Ellis
Signature

5/29/2025
Date

RECEIVED
MAY 22 2025
City of Banning
City Clerk's Office

APPLICATION TO SERVE ON PLANNING COMMISSION

This application is to fill two vacancies on the City of Banning Planning Commission. The term of office will begin upon appointment and will expire on January 31, 2027. The Planning Commission meets monthly on the **First Wednesday** of each month at 5:30 p.m. **Applications are due to the City Clerk's Office no later than Friday, May 30, 2025.**

Name: Al Marshall

Phone: 9496451000

Email Address: al@pnd1.com

Address: 5915 Nectar Dr

Are you currently employed? ☒ Yes ☐ No

Position: Owner Company: PACIFIC NATIONAL DEVELOPI

Length of Residency in Banning: 3.5 years

Are you a registered voter? ☒ Yes ☐ No

Are you able to commit to reviewing and evaluating commission staff reports, which are typically lengthy and can be complex? ☒ Yes ☐ No

Are you able to attend commission meetings at the regular meeting date and time, as well as possible special meetings, which occur from time-to-time? ☒ Yes ☐ No

Information requested below will be used by the City Council as a screening process to determine which applicants will be interviewed for the Planning Commission. All applications and/or materials submitted for this purpose become a public record. ***Ample space is provided. Please do not submit supplemental materials.***

1. Tell us about your background, including education, work, and volunteer experience, civic involvement, and other experience relevant to this appointment.

With over five decades of experience as a licensed architect and nearly five decades in real estate development, I bring a comprehensive and seasoned perspective to the built environment. As the founder and principal of Pacific National Development, I have successfully entitled and developed over 5,000 multifamily units across California, Texas, Pennsylvania, and Florida, working extensively with municipal staff, planning commissions, and city councils to navigate and secure project entitlements.

My most recent completed entitlement was a 93-unit townhouse project on 10 acres in Moreno Valley, California. I am currently advancing an 18-acre site in Hemet, California through the entitlement process. In partnership with Citivest, Inc. (www.citivestinc.com), Pacific National Development continues to lead and deliver high-quality, strategically entitled housing projects. The Summit Ridge Apartments on Hathaway Street in Banning was one of my earliest tax credit developments.

I hold 55 years of architectural experience, including significant roles at 3D International Architects and Richard Fitzgerald and Associates, and was formerly President of Newport Pacific Development in Newport Beach. I also served as a contract developer for The Birtcher Company before incorporating Pacific National Development in 1998.

I have 28 years of specialized experience in affordable housing finance, leveraging Federal and State Low-Income Housing Tax Credits, tax-exempt bonds, and conventional financing mechanisms to structure sustainable, community-oriented affordable housing developments. My public sector experience includes work as a city planner for Jacksonville, Florida, during the historic consolidation of its city and county governments.

I hold a Bachelor of Design, Bachelor of Architecture, and completed graduate studies in Urban Design at the University of Florida. I began my career in Texas in 1971

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MAY 22 2025
City of Banning

2. What types of major issues should the Planning Commission deal with?

The Planning Commission plays a vital role in shaping a city's physical, economic, and social development. It acts as both an advisory and quasi-judicial body, depending on the jurisdiction. The Planning Commission is also a screening body for the City Council. Here are the major issues that a Planning Commission typically deals with:

1. Land Use Planning and Zoning: Reviewing General Plans and Specific Plans: Ensuring consistency between development proposals and the city's long-term vision. Zoning Ordinance Updates: Recommending changes to zoning codes, districts, and permitted uses. Rezoning Requests: Evaluating applications to change land use designations.

2. Development Entitlements: Conditional Use Permits (CUPs): Deciding or recommending approval for uses that require special review due to potential impacts. Subdivision Maps: Reviewing Tentative Tract and Parcel Maps for new subdivisions. Site Plan Reviews: Assessing design, layout, access, and compatibility with surrounding uses.

3. Affordable and Inclusionary Housing: Evaluating Affordable Housing Projects: Ensuring compliance with housing elements, density bonuses, and fair housing regulations. Inclusionary Zoning Policies: Recommending policies that mandate or incentivize affordable units in market-rate developments.

4. Environmental Review (CEQA/NEPA): Initial Studies and Mitigated Negative Declarations (MNDs): Determining environmental impacts and recommending mitigation. Environmental Impact Reports (EIRs): Making findings and recommendations based on CEQA compliance.

3. Identify specific challenges and opportunities facing the City's future growth and development. Explain how you feel they may be resolved (be specific):

The City of Banning, California is a growing community with significant development potential, however it faces notable challenges.

Challenges Facing Banning's Future Growth:

1. Infrastructure Deficiencies: Portions of Banning—especially in outlying or undeveloped areas—lack sufficient infrastructure (water, sewer, roads, storm drainage) to support new development. We can Implement Development Impact Fees (DIFs) that are tied to a specific Capital Improvement Program (CIP) to fund necessary infrastructure.
In addition, we can Create Infrastructure Financing Districts (IFDs) or Community Facilities Districts (CFDs) to finance off-site improvements. This can be accomplished with public-private partnerships for cost-sharing on the potential large-scale infrastructure projects.

2. Limited Economic Base and Loss of Retail. One major issue is Banning's loss of sales tax revenue to Beaumont. Create attractive Retail location(s) and environment in order to attract retail companies. Proactively marketing key commercial corridors (e.g., Ramsey Street, Highland Springs) for mixed-use or destination retail. Make downtown a destination attraction by incorporating a walking, shopping, restaurant area using the historic theme of Banning.

Offer incentives for anchor tenants or regional-serving uses (e.g., grocery-anchored centers, Entertainment) to locate in Banning. A retail gap analysis can identify sectors with unmet demand and target businesses.

3. Workforce Housing & Affordability: While Banning has relatively affordable housing compared to coastal regions, there is a shortage of quality rental housing and workforce-level ownership opportunities. Encourage affordable and workforce housing through density bonuses, tax credit partnerships, and expedited permit processing. Lobby the California Tax Credit Allocation Committee to address our lack of "High" resource area that are used as tie-breakers and gives eight amenity points to the applications to win an allocation of tax credits.

We can leverage state-level programs like the Mixed Income Program ("MIP") funds, Regional Early Action Planning Grants ("REAP 2.0"), and AHSC grants to support housing near transit and jobs.

Streamline zoning to support townhouses, small-lot single-family homes, and multifamily developments in targeted infill zones. Streamline and Expedite the Planning and approval process, make Banning a Developer Friendly City.

4. Aging Downtown Core: Banning's historic downtown has charm but suffers from vacancy, under utilization, and dated infrastructure.

Additional Information about this Position

Per City of Banning Municipal Code Chapter 2.28, proof of residency shall be submitted at time of application to the Commission through voter registration or a utility bill at a physical address within city boundaries. Residency shall be confirmed prior to appointment and maintained throughout the term served. Applicants will be expected to attend a brief orientation session explaining the role of commissioners, the planning process, and the expectations of commissioners that are appointed. Please note that this a volunteer position. Members shall disclose interests in investments, real property, and income derived within the City of Banning or from sources doing business within the City of Banning. Filings are required within ten days of assuming office and on an annual basis. Members shall not work for the "pass" cities, which include Beaumont, Calimesa, and Riverside County in roles, such as economic development, planning, or redevelopment. Planning Commission shall hold no other municipal office in the city. Members may not be employees of the city.

Per City of Banning Resolution 2012-67, you will be required to submit to a criminal background investigation, to include LiveScan fingerprinting, prior to appointment.

Please return to: City of Banning
City Clerk's Office
99 E. Ramsey Street
PO Box 998
Banning, CA 92220

Return by: **Friday, May 30, 2025**
5:00 p.m.

Or email to: cityclerks@banningca.gov Remember to sign your application.

Al Marshall
Signature

May 22, 2025
Date

RECEIVED
MAY 20 2025
City of Banning
City Clerk's Office

APPLICATION TO SERVE ON PLANNING COMMISSION

This application is to fill two vacancies on the City of Banning Planning Commission. The term of office will begin upon appointment and will expire on January 31, 2027. The Planning Commission meets monthly on the **First Wednesday** of each month at 5:30 p.m. **Applications are due to the City Clerk's Office no later than Friday, May 30, 2025.**

Name: Gerry Cousins Phelps

Phone: 951-267-1580

Email Address: secretknowledge@aol.com

Address: 1033 Pine Valley Rd. Banning, 92220

Are you currently employed? ☐ Yes ☒ No

Position _____ Company _____

Length of Residency in Banning: 10 years

Are you a registered voter? ☒ Yes ☐ No

Are you able to commit to reviewing and evaluating commission staff reports, which are typically lengthy and can be complex? ☒ Yes ☐ No

Are you able to attend commission meetings at the regular meeting date and time, as well as possible special meetings, which occur from time-to-time? ☒ Yes ☐ No

Information requested below will be used by the City Council as a screening process to determine which applicants will be interviewed for the Planning Commission. All applications and/or materials submitted for this purpose become a public record. ***Ample space is provided. Please do not submit supplemental materials.***

1. Tell us about your background, including education, work, and volunteer experience, civic involvement, and other experience relevant to this appointment.

This would be the 4th time I am applying for this and have been encouraged to do so. I am not at all pleased when I tell someone that I live in Banning and they refer to it as a truck stop. I want my town to be a safe, well regarded place to live.
I'm a college grad, with a lifetime of business experience

RECEIVED

2. What types of major issues should the Planning Commission deal with?

I believe the main issues facing Banning citizens are zoning, growth, income and reputation, and making the City attractive from one end to the other.
And it begins with the Highland Springs on/off ramps of the 10 and the immediate surroundings are constantly littered and look like nobody cares--not a particularly attractive was to enter or remember you've been here.

3. Identify specific challenges and opportunities facing the City's future growth and development. Explain how you feel they may be resolved (be specific):

There is the large retirement community of Sun Lakes and everybody else. But we are one community and must strive to make it work regardless of past resentments.

Money is a huge issue for the City of Banning. Revenue must be improved which means growth and development. The Planning Commission is vital to this end.

Additional Information about this Position

Per City of Banning Municipal Code Chapter 2.28, proof of residency shall be submitted at time of application to the Commission through voter registration or a utility bill at a physical address within city boundaries. Residency shall be confirmed prior to appointment and maintained throughout the term served. Applicants will be expected to attend a brief orientation session explaining the role of commissioners, the planning process, and the expectations of commissioners that are appointed. Please note that this a volunteer position. Members shall disclose interests in investments, real property, and income derived within the City of Banning or from sources doing business within the City of Banning. Filings are required within ten days of assuming office and on an annual basis. Members shall not work for the "pass" cities, which include Beaumont, Calimesa, and Riverside County in roles, such as economic development, planning, or redevelopment. Planning Commission shall hold no other municipal office in the city. Members may not be employees of the city.

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City Clerk's Office
99 E. Ramsey Street
PO Box 998
Banning, CA 92220

Return by: **Friday, May 30, 2025**
5:00 p.m.

Or email to: cityclerks@banningca.gov

Remember to sign your application.

Gerry Cousins Phelps

Signature

5/12/25

Date

RECEIVED
MAY 25 2025
City of Banning
City Clerk's Office

APPLICATION TO SERVE ON PLANNING COMMISSION

This application is to fill two vacancies on the City of Banning Planning Commission. The term of office will begin upon appointment and will expire on January 31, 2027. The Planning Commission meets monthly on the **First Wednesday** of each month at 5:30 p.m. **Applications are due to the City Clerk's Office no later than Friday, May 30, 2025.**

Name: Marco Santana

Phone: (951) 333-9921

Email Address: marcosantanam.ed@gmail.com

Address: 957 E George St Banning CA 92220 United States

Are you currently employed? ☒ Yes ☐ No

Position: Program Director, Grant Writer Company: Nonprofit

Length of Residency in Banning: 31 years, born and raised in Banning

Are you a registered voter? ☒ Yes ☐ No

Are you able to commit to reviewing and evaluating commission staff reports, which are typically lengthy and can be complex? ☒ Yes ☐ No

Are you able to attend commission meetings at the regular meeting date and time, as well as possible special meetings, which occur from time-to-time? ☒ Yes ☐ No

Information requested below will be used by the City Council as a screening process to determine which applicants will be interviewed for the Planning Commission. All applications and/or materials submitted for this purpose become a public record.
Ample space is provided. Please do not submit supplemental materials.

1. Tell us about your background, including education, work, and volunteer experience, civic involvement, and other experience relevant to this appointment.

I am a lifelong resident and a proud graduate of Banning High School. I went on to earn a Master of Education from the University of California, and have since dedicated my professional career to strengthening our local community. I serve as Program Director for a nonprofit where I manage programs that help families access healthcare, housing, and job training. My background also includes experience as a project engineer in the private sector, where I led technical teams and ensured high standards in project delivery. This blend of public and private experience has grounded me in both practical problem-solving and community engagement. I care deeply about preserving Banning's heritage while shaping a future that offers opportunity and quality of life for all residents.

2. What types of major issues should the Planning Commission deal with?

The Planning Commission plays a critical role in ensuring that Banning's growth reflects the values of its residents, protecting neighborhood character, encouraging thoughtful investment, and strengthening our long-term economic outlook. My recommendations that the Commission should prioritize:
Support for local small businesses and revitalization efforts, especially in areas like downtown and key commercial corridors.
Consistency with the General Plan and long-range planning goals, ensuring projects align with community priorities and available resources.
Balanced land use decisions that preserve open space while guiding development to appropriate areas.
Workforce housing options that allow local workers, seniors, and young families to remain in Banning without being priced out.
Infrastructure improvements that enhance safety, mobility, and emergency readiness, including roads, drainage, and public amenities.
By upholding high standards for development and respecting both individual property rights and broader community needs, the Planning Commission can help guide Banning's growth responsible, community-focused direction.

3. Identify specific challenges and opportunities facing the City's future growth and development. Explain how you feel they may be resolved (be specific):

Banning's growth brings both opportunity and the need for careful planning. We must ensure development strengthens the local economy, protects community character, and benefits long-term residents. Key challenges include ensuring housing and commercial projects reflect local needs and encourage local invesetment, supporting local businesses and providing rersources and guidance on upcoming busiensses and projects, and managing infrastructure demands like traffic, schools, and utilities. I believe we should support policies that prioritize community input for major projects, promote mixed-use development in appropriate zones, and invest in infrastructure that improves safety, mobility, and quality of life. With responsible growth and local involvement, Banning can remain a strong, family-friendly community, that can still attract interest of bustling local and region centric iniatives.

Additional Information about this Position

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City Clerk's Office
99 E. Ramsey Street
PO Box 998
Banning, CA 92220

Return by: **Friday, May 30, 2025**
5:00 p.m.

Or email to: cityclerks@banningca.gov Remember to sign your application.



Signature

May 25th, 2025
Date

Record Gazette

See Proof on Next Page

AFFIDAVIT OF PUBLICATION

Record Gazette
218 N. Murray St., Banning, CA 92220

Proof of Publication
(2015.5 C.C.P.)

Special Vacancy Notice (Planning Commission)

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:

May 2, 2025

Executed on: May 2, 2025

At City of Banning, California

I ceritfy (or declare) under penalty of perjury that the foregoing is true and correct.

K Shepard

Signature

Public Notices

SPECIAL VACANCY NOTICE
IN ACCORDANCE WITH THE MADDY ACT (CAL. GOV. CODE, § 54970 ET SEQ.), THIS NOTICE IS TO ANNOUNCE THAT TWO VACANCIES HAVE OCCURRED ON THE BANNING PLANNING COMMISSION.

The City Council of the City of Banning is accepting applications for two positions on the Banning Planning Commission, which two positions became vacant on March 25, 2025, The Planning Commission exercises those functions of the planning agency of the City of Banning delegated to it in the Banning Municipal Code. Applications for this position are available at the Office of the City Clerk located at City Hall, 99 E. Ramsey Street, Banning, California 92220. Members of the Planning Commission must be residents of the City of Banning who hold no other municipal office in the City, and may not be City employees. The deadline for submission of applications to the Acting Administrative City Clerk is Friday, May 30, 2025. For further information regarding the duties associated with Banning Planning Commission, please contact the Administrative City Clerk by phone at (951) 922-3102, or email at cityclerks@banningca.gov.
Date Posted: April 28, 2025
Date Published: May 2, 2025

/s/ Sandra Calderon
Acting Administrative City Clerk, City of Banning

2.28.010 - Planning commission—Membership requirements.

A. Members of the planning commission shall be residents of the City of Banning who hold no other municipal office in the city. Members may not be employees of the city.

B. Proof of residency shall be submitted at time of application to the commission through voter registration, utility bill at a physical address within the city boundaries. Residency shall be confirmed prior to appointment and maintained throughout the term served.

(Code 1965, § 2-5.)

2.28.020 - Term and vacancies.

A. The planning commission shall consist of five members.

B. Planning commissioners shall serve four-year terms, which shall be staggered every two years concurrent with the city elections. Appointments shall be made by the city council. Applications shall be made available and the closing date announced at least two months prior to the expiration of the commissioner's term to be filled.

C. In order to re-set the terms of office of planning commissioners consistent with paragraph (b) above, commencing January 2021, the city council shall appoint members of the planning commission, whether newly appointed or as reappointed members, to one of the following five numbered positions:

1. Position 1. The term of office for Position 1 will begin February 1, 2021, and expire on January 31, 2025.
2. Position 2. The term of office for Position 2 will begin February 1, 2021, and expire on January 31, 2025.
3. Position 3. The term of office for Position 3 will begin February 1, 2021, and expire on January 31, 2023.
4. Position 4. The term of office for Position 4 will begin February 1, 2021, and expire on January 31, 2023.
5. Position 5. The term of office for Position 5 will begin February 1, 2021, and expire on January 21, 2023.

D. Upon the expiration of each term of office specified in paragraph C, persons appointed or reappointed to the Position shall serve for a succeeding four-year term measured from the expiration of the prior term of that position. In the event the city council has not completed the appointment process by February 1 of each odd number year to fill the terms of positions that

are to commence on February 1 of that year, the predecessor's term of office for that position is automatically extended until the date that the successor has been appointed and sworn into office.

E. Members shall serve at the pleasure of the council and may be removed at any time by a majority vote of the entire council.

F. Any member who is unexcused for two consecutive regular meetings of the commission or six meetings within a twelve-month period, whether the six meetings are excused or not, will be deemed to have forfeited his or her office and the city council may appoint a new member to serve in the commissioner's position for the remainder of their term.

G. To be excused from any such meeting, a member shall notify the planning department, at least forty-eight hours prior to any such meeting that the member will not be in attendance at the upcoming meeting. If a member is unable to attend due to illness, injury or family matters, an oral statement made proving that specific reason by the member at the next regular meeting of the commission shall constitute an excused absence.

(Code 1965, § 2-6.)

(Ord. No. 1569, § 1, 9-22-20)

2.28.030 - Compensation.

A. Members of the planning commission shall not receive compensation; reasonable traveling expenses to and from conferences and/or special field trips and training sessions shall be reimbursed.

B. Upon authorization by the city manager, the planning commission and members of its staff, may attend city planning conferences or meetings, or hearings on city planning legislation, or matters affecting the planning of the city. The reasonable expenses of such attendance shall be charged upon the funds allocated to the commission.

C. All fundings shall be established through the City of Banning budget, which shall be approved by the city council.

(Code 1965, § 2-7.)

2.28.040 - Rules of procedure.

A. A quorum of the planning commission shall consist of a majority of the members (including any vacancies). A quorum must be present in order for the planning commission to hold a meeting.

B. In the event that only three commissioners are present, any actions recommending amendment to the Municipal Code or general plan must be unanimous; all other actions would require a majority vote of the commission in attendance. A tie vote shall constitute a denial of the matter or request brought before the planning commission.

C. The commission shall adopt rules for the transaction of business and shall keep a record of its transactions, findings, and determinations. The Brown Act and "Robert's Rules in Plain English" by Doris P. Zimmerman (Harper Perennial) shall be incorporated into such rules.

D. The commission shall follow all applicable city fiscal and administrative policies and procedures.

(Code 1965, § 2-8.)

2.28.050 - Duties and responsibilities.

A. The planning commission shall exercise those functions of the planning agency of the city delegated to it in the Banning Municipal Code.

B. At the regular February meeting, the planning commission shall choose a chairperson and a vice-chairperson from among the planning commission members. The chairman and vice-chairman shall serve for one term. Both positions shall rotate every year.

1. The chairperson shall preside at all regular and special meetings and rule on all points of order and procedure during the meetings.
2. The vice-chairperson shall assume all duties of the chairperson in his or her absence.
3. In the event the chairperson and vice-chairperson are both absent, an acting chairperson shall be appointed from the commission for the meeting from those present.

C. The planning commission's scope of responsibility is to:

1. Prepare, review, adopt, and recommend to the city council for its adoption, a long range, comprehensive general plan to guide future physical development and conservation of the city and its adjoining environs based on geographic, social, economic and political characteristics of the community;
2. Prepare, review, adopt and recommend to the city council for its adoption of special area specific plans for identifiable areas, wherein more detailed guidelines are needed to supplement the objectives of the general plan;
3. Review development applications submitted to the city for consistency with adopted plans and ordinances. Approve or deny applications when final authority is granted to the planning commission by the Municipal Code. Make a recommendation on those actions for which the city council is the final reviewing approval body;
4. Act as the appeal body on decisions made by the community development director;
5. Perform such other functions and duties as the city council may from time to time direct and/or provide within the Banning Municipal Code.

D.

The commission may form ad-hoc subcommittees in accordance with the Brown Act, and make appointments to that subcommittee, as it deems necessary. A quorum of commission members may not be appointed to serve in a single subcommittee. Before forming a subcommittee, the commission shall establish a specific mission and term for the subcommittee.

E. The planning commission is an important function within the City of Banning, and as such, certain expectations are held by the city council in making the appointment of individuals to the commission. These expectations include the following:

1. Commissioners will attend all regular meetings and special meetings as they arise;
2. Commissioners will communicate expected and unexpected absences to the planning department, prior to the meeting;
3. Commissioners will communicate any potential conflicts of interest on agenda items to the planning department in advance of the hearing to allow confirmation of a quorum;
4. Commissioners will arrive on time to each meeting, fully participate, and remain in attendance until the end of each meeting;
5. Commissioners will prepare themselves for each meeting by reading the agenda, reports and other materials, and visiting the site, as necessary, and communicate any questions to the secretary in advance of the hearing. Pursuant to Resolution 2000-41, if a commissioner visits the site prior to a hearing on the matter, the commissioner shall disclose at the hearing such evidence and observation gathered during the site visit;
6. Commissioners are encouraged to attend the annual planner's institute (Monterey and Southern California) or an equivalent planning training program given by a University of California campus (or approved equivalent) and may attend other planning conferences and or training classes as the need and opportunities arise. The city will also provide regular in-service training and make-up training where attendance is required;
7. New commissioners are expected to become familiar with the city's general plan, the "Planning Commission Handbook" (prepared by the State of California), the relevant Municipal Code sections particularly those relevant to zoning to become familiar with these documents. The "Guide for New Members" distributed by the planning commissioners journal and www.plannersweb.com are other valuable resources for new commissioners;
8. Applicants to the planning commission will be expected to attend a brief orientation session explaining the role of commissioners, the planning process, and the expectations of commissioners that are appointed; and
9. New commissioner members will attend an expanded orientation session with the liaison to the commission and other staff, as deemed necessary, to provide new appointees with a solid understanding immediately upon appointment. The orientation will include an overview of

the planning process, a review of the commission's structure, policies and bylaws, a summary of available documents and resources, and a review of the commission's relationship with citizens, staff, developers, and the governing body.

F. The planning commission may serve on regional boards or commissions as directed by the city council.

G. The planning commission shall participate in annual meetings with the city council to discuss development activity, development doctrine, policies, etc.

(Code 1965, § 2-8.1.)

(Ord. No. 1569, § 2, 9-22-20)

2.28.060 - Conflict of interest requirements.

A. The State of California Political Reform Act requires planning commission members to disclose interests in investments, real property, and income derived within the City of Banning or from sources doing business within the City of Banning. Filings are required within ten days of assuming office and on an annual basis.

B. Members shall not work for the "pass" cities, which include Beaumont, Calimesa, and Riverside County in roles, such as economic development, planning, or redevelopment.

C. If an apparent conflict of interest arises, the member shall inquire of the city attorney or staff prior to the meeting.

(Code 1965, § 2-8.2.)

2.28.070 - Staff liaison.

A. The staff liaison to the planning commission shall be the community development director.

B. The planning commission liaison, supported by the secretary to the planning commission (a staff position), shall be responsible for:

1. Confirming that a quorum will be present prior to each meeting;
2. Receiving and recording all exhibits, petitions, documents, or other material presented to the planning commission in support of, or in opposition to, any issue before the planning commission;
3. Signing all meeting minutes and resolutions upon approval;
4. Preparing and distributing agendas and agenda packets;
5. Facilitating the tape recording of meetings and preparation of minutes; and
6. Responding to all questions from planning commission members regarding agenda items in advance of meetings.

(Code 1965, § 2-8.3.)

2.28.080 - Meeting times and places.

A. The planning commission shall meet on the first Wednesday of each month at 5:30 p.m. at the city council chambers located at 99 E. Ramsey Street, or at such time and place as the commission may designate by resolution.

B. Commissioners will attend special meetings as they arise.

(Code 1965, § 2-8.4.)

(Ord. No. 1427, § 1, 9-14-10; Ord. No. 1594, § 1, 8-22-22)

2.28.090 - Adoption.

A. This document, as adopted and amended by council resolution, shall serve as the bylaws for the commission.

(Code 1965, § 2-9.)

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Robert Fisher, Acting City Manager**
PREPARED BY:	**Robert Fisher, Acting City Manager**
MEETING DATE:	**June 10, 2025**
SUBJECT:	**5.3.2. Consideration of the Appointment of Two Members of the Banning City Council to a 2X2 Ad Hoc Committee for the Purpose of Discussing issues with the Larry Smith Correctional Facility in the City of Banning**

RECOMMENDATION:

Appoint two members of the Banning City Council on a 2X2 Ad Hoc committee along with two members of the community for the purpose of discussing releases from the Banning jail.

BACKGROUND:

Banning City Council person Richard Royce has requested the committee to address releases and other issues associated with the detection center. The Banning City Council may appoint members of the community as needed.

JUSTIFICATION:

Coordination and communication between the City of Banning and elected officials from Riverside County along with personnel from the Riverside County Sheriffs Office. This committee will address the on-going homeless crisis, re-entry into the community, community safety, repeat criminal behavior, substance abuse along with mental health disorders.

FISCAL IMPACT:

None

ALTERNATIVES:

An alternative is for the City Council not to create a 2x2 Ad Hoc Committee.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Robert Fisher, Acting City Manager**
PREPARED BY:	**Caroline Patton, Administrative City Clerk**
MEETING DATE:	**June 10, 2025**
SUBJECT:	**Approval of the Meeting Minutes for the February 14 and February 25, 2025 City Council Meetings**

RECOMMENDATION:

Approve the minutes of the February 14 and February 25, 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:

N/A

FISCAL IMPACT:

N/A

ALTERNATIVES:

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

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. 2025 02 14_Minutes_Special Meeting.pdf
2. 2025 02 25_Minutes_Special Meeting - Closed Session.pdf
3. 2025 02 25_Minutes_Special Meeting - Workshop.pdf
4. 2025 02 25_Minutes_Regular Meeting.pdf

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

MINUTES **2/14/2025**
CITY COUNCIL **SPECIAL MEETING**

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: Laurie Sampson, Assistant City Manager
` John Pinkney, Interim City Attorney
Vickie Sellers, City Clerk
Caroline Patton, Administrative City Clerk
John Garside, Multimedia Specialist
Lincoln Bogard, Administrative Services Director

1. CALL TO ORDER

Mayor Flynn called the regular meeting to order at 9:02 a.m.

1.1. Roll Call

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

2. PUBLIC COMMENT

- **John Hagen** suggested they hire someone not within the inner circle, such as Robert Fisher.
- **Frank Connolly** thanked the City Council for “cleaning the swamp” and working with the City of Beaumont on animal services. He said they should be cautious moving to summary minutes due to the legal risks involved. He advocated Lincoln Bogard to serve as Acting City Manager, stating he is doing a good job cleaning up the city.
- **Bill Hobbs** wished everyone a Happy Valentines Day. He said he liked where the city was going. He advocated for new business but not warehouses. He said it was wrong the citizens had to litigate Banning Point.
- **Laura Leindecker** said she supported the City Manager Doug Schulze, but that she would support whatever choice they made.

3. CLOSED SESSION

3.1 **PUBLIC EMPLOYEE APPOINTMENT**
Pursuant to Government Code Section 54957
Title: Acting City Manager

4. REPORT ON CLOSED SESSION

John Pinkney, Interim City Attorney, reported that for agenda item 3.1 the Council interviewed Art Vela, Robert Fisher, Lincoln Bogard, and David Newell.

Motion to appoint Robert Fisher as Acting City Manager.

Motion by Mayor Flynn
Seconded by Council Member Barrington

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Barrington, Cynthia	✕				
Flynn, Sheri	✕				
Miller, Leroy		✕			
Royce, Richard	✕				
Wallace, Colleen		✕			

Motion approved by a vote of 3-2.

5. APPOINTMENTS

John Pinkney recused himself due to his association with the City of Beaumont.

5.1. Appoint Two by Two Committee Members to Meet with Beaumont regarding Animal Control and Animal Shelter Options

Council Member Miller commented that if he would not be placed on these important meeting bodies with the City of Beaumont he would like to be removed as the representative.

There was discussion about switching representatives. Mayor Flynn stated they would not be changing the representatives. She felt she was most knowledgeable about this issue and Council Member Barrington was very knowledgeable about animals.

Public Comments
No public comment was accepted on this item.

Motion to appoint Mayor Flynn and Council Member Barrington to the Ad Hoc Animal Control and Animal Services Committee.

Motion by Mayor Flynn
Seconded by Mayor Pro Tem Royce

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Barrington, Cynthia	✕				
Flynn, Sheri	✕				
Miller, Leroy	✕				
Royce, Richard	✕				
Wallace, Colleen	✕				

Motion approved by a vote of 5-0.

6. REPORT OF OFFICERS

6.1 Consideration of Resolution 2024-22, Establishing a Policy to Draft Summary Meeting Minutes, and Repealing City Council Resolution 1995-21; and Resolution 2025-23, Amending the City of Banning Manual of Procedural Guidelines to Update the Form of Meeting Minutes to Summary Minutes

Lincoln Bogard, Administrative Services Director, presented the staff report.

Public Comments

- **Frank Connolly** stated his concern was the cost. He said he wants to be sure the City is adhering to the Brown Act and the cost of having these meetings completed.
- **Kathleen Dale** commented she didn't know the difference between the two types of minutes, but the current minutes are indecipherable. She said she wanted the minutes to be complete.

Mayor Pro Tem Royce asked about the cost of providing these minutes, with the advantages of Artificial Intelligence (AI). Mr. Bogard explained that the minutes cannot be completed via AI. He stated the cost would depend on how detailed the summary minutes were.

Council Member Barrington agreed with the comments made. She said the current minutes do not include what actions were taken or what was voted on.

Mayor Flynn said this was brought to the former Council, who decided to keep action minutes. She said going back through the 1995 resolution, she believes they meant to approve summary minutes. She said she can't find anything on the website because it is a mess. She claimed the minutes had changed over time, but that they currently only list actions and you cannot get a feel for the meeting by reading the minutes.

Motion to adopt Resolution 2025-22.

Motion by Council Member Miller
Seconded by Mayor Pro Tem Royce

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Barrington, Cynthia	✕				
Flynn, Sheri	✕				
Miller, Leroy	✕				
Royce, Richard	✕				
Wallace, Colleen		✕			

Motion approved by a vote of 4-1.

Motion to adopt Resolution 2025-23.

Motion by Mayor Pro Tem Royce
Seconded by Council Member Miller

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Barrington, Cynthia	✕				
Flynn, Sheri	✕				
Miller, Leroy	✕				
Royce, Richard	✕				
Wallace, Colleen		✕			

Motion approved by a vote of 4-1.

7. DISCUSSION ITEM(S)

7.1 Discussion of Signature Authority for Warrants Drawn on the City for Payments

Lincoln Bogard, Administrative Services Director, presented the staff report. John Pinkney, Interim City Attorney, added that the process was in Council's discretion.

Council Member Wallace asked about the rotation of mayors and having to change signers annually. Mr. Bogard responded that now that staff know the process that should not be a problem.

There was discussion about who should be the signers of city checks.

Public Comment

- **Sue Savage** commented that the city needed more financial transparency and now was the time for change. She described the warrant process as she saw it. She stated that to uphold the trust of the citizens, the signature of the City Treasurer should be on every city bank account.

Mayor Flynn asked clarifying questions of Ms. Savage. Savage stated the process needed to be updated to be more "legal" and responsive to citizens.

Council Member Miller asked Mr. Bogard to describe the current warrant process. He explained that the City Council approves every expenditure through the budgeting process throughout the year.

Mayor Flynn said she did not want to sign anything unless she knew what she was signing. Bogard repeated that the resolutions authorizing the expenditures are each approved by City Council. Mayor Flynn disagreed, stating there are many warrants that go out which are not approved by City Council.

Bogard explained that the City's policies and procedures are established to keep city operations moving and lengthening the process puts the city in legal jeopardy. There was further discussion about the proposed process changes.

Savage suggested the City Treasurer must cut the check. She said a warrant was not a check, and that the warrant and the demand were the same thing. Bogard clarified with Pinkney that state law and existing case law support the conclusion that a warrant is indeed a check. Pinkney confirmed the law does not state the treasurer has to sign the checks, but that the City Council could add the treasurer as a signer. Savage disagreed. Pinkney read the section of law in question.

Mayor Flynn confirmed the treasurer wanted the City Treasurer to sign in place of the City Clerk. Savage stated the City Treasurer and Mayor should sign the checks.

Council Member Miller suggested the same two people who start the warrant process should complete it by signing the checks. Mayor Flynn said the City Clerk was a ceremonial position with no authority, and the City Treasurer needed to be involved in the process. There was further discussion.

Mr. Pinkney clarified that the Mayor was proposing that the Mayor and City Clerk will review the warrants, but the Mayor and City Treasurer will sign the checks. She confirmed that was what she wanted.

Council Member Barrington asked a clarifying question. She pointed out the importance of a time limit on approvals, so payments are made in a timely manner.

Pinkney reiterated the process under state law. Mayor Flynn stated she would like to be the top signer and the City Treasurer, the bottom.

Mayor Flynn asked Council Member Miller if he agreed with the proposal. He said he had already stated his views, but he would respect what the Council chose to do. Mayor Flynn asked if everyone agreed on the proposal, and there was consensus.

8. ADJOURNMENT

Motion to adjourn.

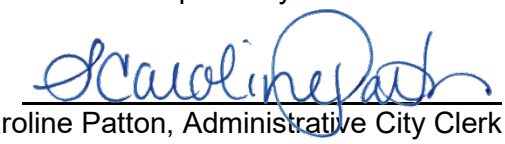
Motion by Mayor Flynn
Seconded by Mayor Pro Tem Royce

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Barrington, Cynthia	✕				
Flynn, Sheri	✕				
Miller, Leroy	✕				
Royce, Richard	✕				
Wallace, Colleen	✕				

Motion approved by a vote of 5-0.

The meeting was adjourned at 12:12 p.m.

Minutes Prepared by:



Caroline Patton, Administrative City Clerk

This entire meeting and all associated documents may be viewed here:
https://banningca.granicus.com/ViewPublisher.php?view_id=1

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

MINUTES **2/25/2025**
CITY COUNCIL **SPECIAL MEETING**

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: Robert Fisher, Acting City Manager
John Pinkney, Interim City Attorney
Brent Clemmer*, SPEMP
Michael Busch*, Urban Futures, Inc.
Robert Cutbirth*, SBEMP
J. Oldendorph*, Liebert, Cassidy, and Whitmore

*Attended via video conference.

1. CALL TO ORDER

Mayor Flynn called the special meeting to order at 3:00 p.m.

1.1 Roll Call

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

2. PUBLIC COMMENT – *Agenda Items*

None

3. CLOSED SESSION

John Pinkney, Interim City Attorney, read the closed session citations.

The City Council left for closed session at 3:04 p.m.

3.1 **CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**

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

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

3.3 **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE**
Pursuant to Government Code Section 54957

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

The City Council returned from closed session at 4:47 p.m.

4. ADJOURNMENT

The Special City Council meeting adjourned at 4:53 p.m.

Minutes Prepared by:

Caroline Patton, Administrative City Clerk

This entire meeting and all associated documents may be viewed here:
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MINUTES **2/25/2025**
CITY COUNCIL **SPECIAL MEETING**

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: Robert Fisher, Acting City Manager
Laurie Sampson, Assistant City Manager
John Pinkney, Interim City Attorney
Vickie Sellers, City Clerk
Caroline Patton, Administrative City Clerk
John Garside, Multimedia Specialist
Lincoln Bogard, Administrative Services Director
Jeffrey Platt, Director of Homeless Services

1. CALL TO ORDER

Mayor Flynn called the special meeting to order at 4:54 p.m.

1.1 Roll Call

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

2. PUBLIC COMMENT – *Agenda Items*

- **John Hagen** commented on the staff report and said inmates should be transported back to the place they were picked up. He said the city is “rolling out the red carpet” making people not want to leave under the current program. He said this was damaging the community.
- **Sue Savage** asked what the City would be getting for an $8 million grant, stating she was not sure what the grant money would buy the City. She suggested they enact a zero-tolerance policy for the City.

- **Michele Walter** said the commenters had the wrong idea about the grant. She pointed out the recipients are vetted, and staff help to connect them with community services. She said she was okay if there were people on site.
- **Scott Drake** said he worked with Opportunity Village and was commenting in support of the program. He told a story about helping people and making a difference.
- **Wilma Sessionglover** said she did not think this was the City's problem and did not want the City to try to fix it. She said allowing the inmates to stay in the community would lower property values.
- **Daniel** commented that he was once homeless, and the City's Opportunity Village helped him get back on his feet. He said he felt they should help people as best they can and not everyone is a drug addict.
- **Doreen Reynolds** says she is worried about the youth in the community, including her 16-year-old granddaughter. She said the money wasn't worth the safety of the youth.
- **Lincoln Bogard** commented that since the grant was previously accepted by Council, the City would be blacklisted for state funding grants.
- **Amy Pippenger** was concerned that Proposition 47 had awarded 65% of grant money on mental health services and substance use disorder treatment/diversion. She reviewed a list of cities that had received funding, stating they were all big cities—unlike Banning who cannot support such a program. She asked how $7 million would help inmates in Banning. She said the residents of Banning should not help everyone.
- **Kathleen Dale** said the grant was internally inconsistent and suggested the Council get clarification from staff. She said the grant would support housing and it needs to be at a facility with 24/7 supervision. She said she did not think the program was tied to Opportunity Village or the program there.
- **Marco Santana** said the organizations are not solely based in Banning and therefore inmates may end up outside of Banning. He pointed out that providers are typically outside the government and do not stay within borders, but provide wraparound services. He summarized that people in the program will not necessarily stay in Banning, but if they choose to, we could provide them with the support they need. He said the $6.9 million could
- **Jerry** said homelessness sees no boundaries and the city should be collaborating with other cities. He pointed out providers can send inmates to any community with openings.
- **Carol Allbaugh** referred to the City's mission, stating it was our responsibility and duty to serve our constituents, even those that need a second chance. She said the City needed less drama and more collaboration. She said her organization, Faith In Action, wants to be a part of the solution.
- **Sandra Glickman** said she was a certified healthcare working with Faith in Action and shared about their life skills/job skills program. She said the City should use the grant they were awarded.
- **Juanita Diaz** said they all supported Opportunity Village, and the program has not worked. She said no one follows the rules, including the Sheriff's Department. She said money is not always spent where it should be. She said that although people doubt her, she knows this would not work. She said that Opportunity Village needed to be investigated, and the streets talk.
- **Chris Castorena** said the city cannot continue to kick the can down the road. He agrees it needs to be a regional initiative, but the City should use the money it was awarded. He spoke about the lack of opportunities in Banning and suggested that the way we treat others is a reflection of their humanity. He said if the people are able to stay here, they will economically invest here. He said he hopes the City keeps the grant funding.

- **Mark Davis** of the Salvation Army said this was about helping people. He thought the grant was a great opportunity to help people without costing the city any funds. He said the Salvation Army have been coming to Banning and feeding folks regularly, and that they will be in this community with or without funding.
- **Jeanine** commented that she is against the grant and stated Banning has been the worst. She compared the city to the City of Palm Springs and said Banning needs to improve itself.
- **Lou Gregory** said he has a son here that lives on the streets. He said if you keep turning away thinking someone else is going to do the hard work, it won't happen. He said it was a lot of money, and we should be able to mold it into some policy.
- **Mario Carlos** said he worked for the City at Opportunity Village. He reminded the audience that unhoused people are people too, and that a lot of the unhoused people they're discussing are from Banning.
- **Kelly** said she is a former resident of Banning who visits quite often. She said the community is eager to help, but she does not feel safe in Banning anymore. She said the money cannot be sent back, so the focus should be on how we fix this and move forward.
- **Edward Espinosa** said the program was only for released inmates. He said he knows from experience that those going in and out of jail always return to what they're used to doing. He says there are already things in place to support these community members.

3. WORKSHOP

3.1 Review of Agreement with the California Board of State and Community Corrections (BSCC) for the Proposition 47 Safe Neighborhoods and Schools Grant Program

Jeff Platt, Director of Homeless Services, presented the staff report. He said the grant was important to the community as a whole and described the process for vetting members of the program.

Mark Davis of the Salvation Army presented to Council. He reviewed all the programs they help to provide, emphasizing this program is about finding long-term solutions.

Mayor Flynn asked about the salaries. Davis answered, explaining they go to the individuals in the Homeless to Work program. She questioned which staff were presenting and who wrote the staff report.

Council Member Miller asked about the costs of the lease over the next three years. Bogard responded that the grant has a 5% retention, which would be released upon the successful completion of the grant.

Council Member Wallace asked about the city manager, and Bogard explained these agreements fall under the purview of the city manager.

Acting City Manager Fisher said he would respond to questions posed during public comments. He said Ms. Pippenger and Ms. Dale had good comments, noting that the grant would not fund any additional police services. He stated if the state determined the house was ineligible Banning would have to cover the full $100,000.

Council Member Wallace clarified that the house was eligible, and staff confirmed. Platt said if the city does not perform on the grant, the city would be liable, but that they have never not performed. He reviewed the history of the house in question and said no one wants the house in their neighborhood and he understands. He stated there would be a house monitor as a requirement, but that if they wanted the houses under the grant in another city, he would go to another city.

Mayor Flynn said the grant requires a minimum of a four-bedroom house with 8 people per house, and the house in question was three bedrooms and 1,200 sq. ft. She explained it would not qualify for the grant. There was further discussion about the requirements of the house under the grant.

She asked how the community-based organizations were chosen. Platt said that he chose providers with demonstrated success with these programs.

Mayor Flynn asked if Faith in Action was considered and Platt said they were not, due to their lack of experience. Flynn asked about the details of the grant. She asked if one of the providers, Step-Up, had been part of the community, because Faith in Action was part of the community but not considered.

Platt said he would not be saying anything bad about Faith in Action but that they have a difference of opinion. Flynn asked if Platt had ever had a personal relationship with any members of the provider organizations. Platt replied he had been working with the organizations for years.

Flynn asked if you must have mental and/or drug problems to qualify for this program. Platt disagreed and there was further discussion. Flynn asked if participants needed to reside in Banning to qualify, and Platt responded they did not.

Flynn asked about two meetings mentioned in the grant application. Platt stated there had not been any meetings yet because of the uncertainty around Council's intentions regarding the grant. Flynn asked again and Platt responded he had met with the candidates.

Flynn stated she felt the public was not adequately informed of the grant and therefore could not make an educated decision. Platt pointed out that Flynn had voted to accept the grant award.

Council Member Barrington noted that they were two hours late.

Motion to adjourn.

Motion by Council Member Miller
Seconded by Council Member Wallace

Council Member Wallace said the Council had already voted on this issue and the city must do something to address the homelessness problems in town.

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Barrington, Cynthia	✕				
Flynn, Sheri		✕			
Miller, Leroy	✕				
Royce, Richard		✕			
Wallace, Colleen	✕				

Motion approved by a vote of 3-2.

4. ADJOURNMENT

The Special City Council meeting was adjourned at 7:03 p.m.

Minutes Prepared by:

Caroline Patton, Administrative City Clerk

This entire meeting and all associated documents may be viewed here:
https://banningca.granicus.com/ViewPublisher.php?view_id=1

ATTACHMENTS:

Exhibit A – Agenda Item 3.1: Staff Presentation
Exhibit B – Agenda Item 3.1: Salvation Army Presentation
Exhibit C – Agenda Item 3.1: Step Up Presentation
Exhibit D – Agenda Item 3.1: Proposition 47 RFP

Exhibit A



HOMELESSNESS

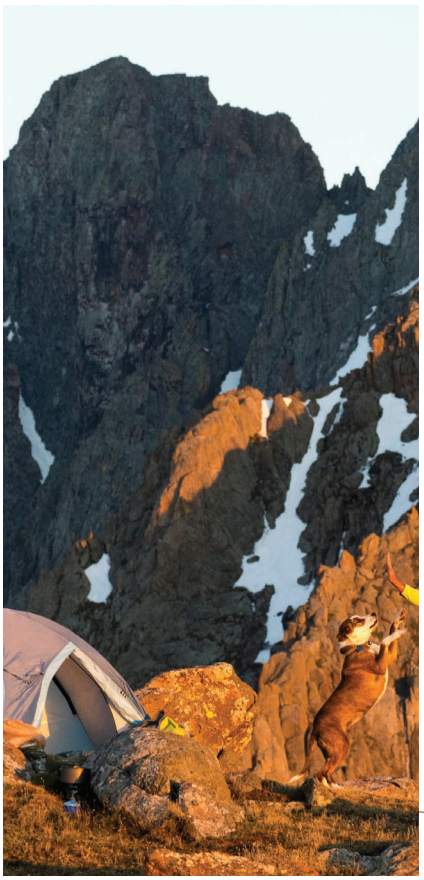
2019 PROBLEM

- No City Programs or Services
- Vacant Buildings
- Fires & Vandalism
- Large homeless population
- Impacts on local businesses & neighborhoods
- County facilities generating transients



2019 HOMELESS SUMMIT





SUMMIT OUTCOMES

- Emergency Shelter
- Model Shelter for homeless – goal for the City
- Mental Health/Behavioral Health
- Transportation to shelters/Place of residence
- Outreach Teams
- Programs to get homeless off the streets
- Showers/Laundry
- Access to restrooms/showers
- Access to food on weekends

WHAT DRIVES HOMELESSNESS IN BANNING?

Resident Homeless Population

- Mental Health/Behavioral Health Issues
- Family Members Unwilling/Unable to Provide Care

Transient Homeless Population

- Releases from Larry Smith Correctional Facility
- Riverside County Facilities
- Drop offs from other cities & counties



HOW DOES HOMELESSNESS IMPACT BANNING?

- 90% of Police Calls for Service are transient related
- Business Retention
- Business Recruitment
- Staff Time Cleaning up encampments
- Appearance of community
- Residents feel unsafe in downtown
- Residents feel unsafe in neighborhoods
- Residents feel unsafe in parks
- Fires in vacant buildings
- Wildfires started in encampments

ACTIONS TAKEN

- Encampment Reduction Fund I Grant
- Ramsey Street Shelter
- Opportunity Village
- Encampment Reduction Fund II Grant
- Housing Funds
- Adoption of Unsafe Camping Ordinance
- Creation of Community Homeless Assistance Team (CHAT)
- Creation of Homeless Liaison Officer position
- Established Wrap-Around Services Partnerships
- 200+ Individuals Served
- 150+ Individuals Housed, Re-united, Treatment/Rehabilitation, Transported

CITY OF BANNING PLAN

- Transportation to home if not a Banning Resident
- Offer Services if a Banning Resident
  - Shelter
  - Treatment
  - Housing
- If Shelter or Transportation Refused:
  - Law Enforcement Action
    - Prop 36, Unsafe Camping Ordinance, City of Grants Pass v. Johnson



Exhibit B

Homeless to Work

The Salvation Army



DOING THE MOST GOOD

2.4.25 Revised

City Programs

HOMELESS to WORK Program

BEAUMONT • BANNING • CABAZON



- Participate in life skills classes
- Participate in paid employment, five hours of work per day
- Rotating workers and pick up locations
- Maximum 90 days in program
- Must go through an application and intake process.
- Assistance on driver license, social security card, ID card, referral to other services

THE SALVATION ARMY
3695 1st Street, Riverside, CA 92501
Office: 951.784.4490
greaterriversideinfo@usw.salvationarmy.org

The Salvation Army

AN INVITATION INTO IMPACT

ADDRESSING HOMELESSNESS ONE STORY AT A TIME







THE HOMELESS TO WORK PROGRAM

Ken

Was homeless living under a tree, drinking and using. He decided he didn't want this life anymore. He is currently working two jobs and lives in a sober living home.



The goal of the program is twofold:

To clean areas of our city to make a happier healthier place for all to live.

Offer employment opportunities focused on building up lives and establishing long-term employment, housing, and sustainability for our neighbor's experiencing homelessness

THE HOMELESS TO WORK PROGRAM



"I went from homeless to homeowner."

VINCE
Homeless to Work Mentor and Supervisor

Our Stats tell a story:

- 11,260 Outreach Interactions
- 1050+ Referrals to health and addictions programs
- 357+ Through the hiring process since inception
- 218 Completed the 90-Day program since inception
- 152 Moved on to housing and employment

THE HOMELESS TO WORK PROGRAM

AN OBVIOUS IMPACT



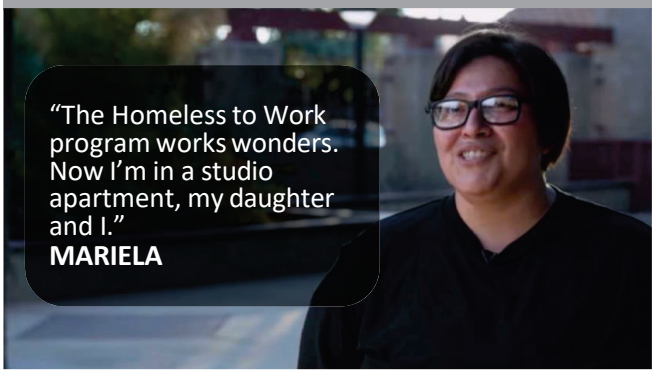
OPPORTUNITIES THAT IMPACT LIVES

60% of our individuals who completed our program moved on to stable employment and housing.

Over 44,000 lbs. of trash and debris has been collected throughout the city; making Moreno Valley a cleaner and nicer place to live.

THE HOMELESS TO WORK PROGRAM

HOW LIVES ARE **TRANSFORMED**



A PATHWAY TO POTENTIAL

Case Management and counseling is provided during the initial 90-days of employment. A participant develops meaningful Action Plans that identifies personal and professional barriers, creates solutions and motivates change.

All meaningful work and progress is made in community. It's here that an individual receives the support, strength and renewed self-worth and dignity that truly transforms lives.

THE HOMELESS ASSISTANCE PROGRAM

Seeing people go from struggling to having their needs met and life moving forward is one of the best jobs in the world.



Michael Archie
Homeless Assistance Program Coordinator

Our Strategies offer strength:

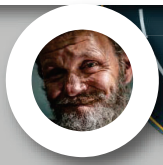
- 50 to 60 interactions per week
- Serves as a conduit between the individual and services
- Coordinates as a taskforce:
  (Code Enforcement, PD, City, County of Riverside, Outreach Worker)
- Average of 1 to 2 people exit homelessness every week

A PATHWAY TO HOPE AND HEALING

GATEWAYS



"I come to The Salvation Army because it is a safe place to get help and I trust my friends there."
Michelle Leon



- FOOD ASSISTANCE
- EMERGENCY SHELTER
- HOMELESS OUTREACH TEAM
- HOMELESS SHOWERS

GROWTH POINTS

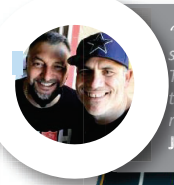




"I had been homeless for 30 years when I came to the Riverside Corps looking for a safe place, but I found purpose and a family. I'm now a homeowner and mentor homeless men like myself.
Vince Fredborg

- REHABILITATION CENTERS
- CASE MANAGEMENT
- **HOMELESS TO WORK PROGRAM**
- COMMUNITY SUPPORT GROUPS

GIVE BACK



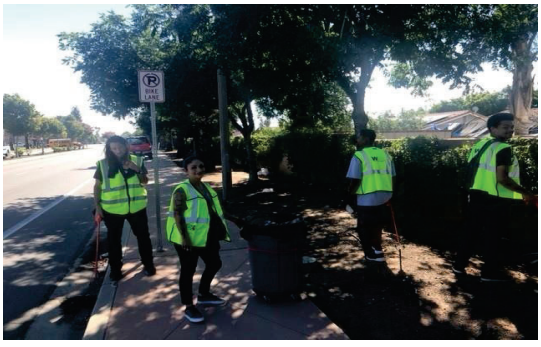
"I came to The Salvation Army for a shower. I was homeless and broke. Today I have a career, a family and I train others in financial management."
Jeff McDaniel



- PURPOSE TEAMS
- COMMUNITY INTEGRATION
- HOUSING
- STABILITY AND LONG-TERM SUPPORT

ADDRESSING HOMELESSNESS WITH CREATIVE **SOLUTIONS**

TRANSFORMING LIVES **TOGETHER**



OUR GOAL

Transforming lives one story at a time.

LASTING CHANGE

Through our strategy and strength of partnerships we aim to create lasting change in addressing the issues of homelessness in Moreno Valley.

We help with the following:

Addressing Individuals Who Need Services

Mental Health & Health related challenges

Mock Interviews	**Chemical Dependency**
Life Skills	**Resume Building**
ID's & Social Security Cards	**GED**
Financial Literacy	**Interview clothes**
Court related issues	**Shelter Assistance**
Employment	**Family Reunification**



We help with the following:

Homeless to Work Employment Roles

Maintenance	**Answering Phones**
Stocking	**Front Desk**
Cashier	**Inventory**
Food Pick up	**Landscaping**
Dishwasher	**Food Pantry**
Data Entry	**Truck Driver**
Forklift Driver	**Restruant Server and Busser**



Business Partners who employ our Clients

- RTA
- Party Rental CA
- Baker's
- Solaris Paper
- Zorba's Restaurant
- US Elections Assistance Commission
- Deckers
- Amazon
- LaQuinta Inn & Suite
- Food Lab of Riverside
- Stater Bros
- City of Riverside
- Old Town Spaghetti Factory
- Nordstrom Warehouse
- Chevrolet
- Salvation Army IT Department
- Iherb
- Path of Life Ministries

Homeless To Work Video:

https://fb.watch/vfZjfiBZ0w/

THE SALVATION ARMY DOING THE MOST GOOD

Exhibit C



STEP UP

Step Up on Second

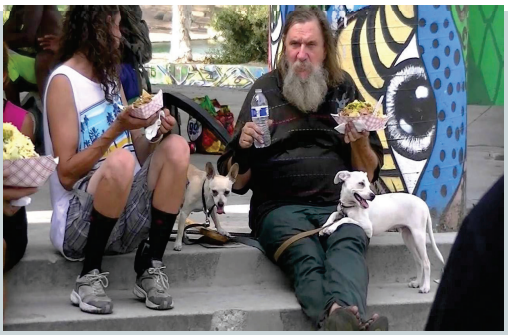
- Our Mission - Step Up delivers compassionate support to people experiencing serious mental health conditions and persons who are experiencing chronic homelessness to help them recover, stabilize, and integrate into the community

- CORE VALUES – Hope, Wellness, Voice and Choice Respect, and Collaborative Relationships

STEP UP
CELEBRATING 40 YEARS

Inland Empire Homelessness

- Homelessness is rising across the Inland Empire
- The IE has a population of approximately 4.7 million
- Approximately 658,445 (13.93%) are on the brink of homelessness.
- There are over 6,000 homeless persons living on the streets, river-bottom, under bridges, and emergency shelters.





Step Up - Inland Empire (Solutions)

- **Capacity**
  - Permanent Supportive Housing- 890 members
    - PSH-153
    - HA & FSP - 561
    - Homekey - 176
  - Physical Health
    - ECM - 119 members
    - CS - 594 members
  - Mental Health Services (FSP)
  - Outreach - San Bernardino/Riverside Counties



Types of Services

Step Up assist with:

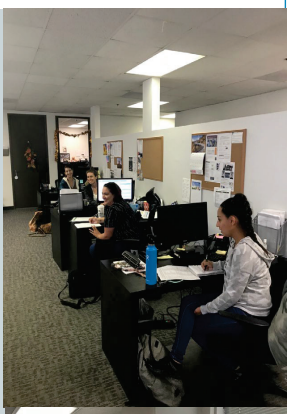
- Housing Navigation/Retention/Landlord Mediation
- Daily Life Skills Support and Reintegration Services
- Medication Management
- Chronic Disease Management
- Money Management/Payee Services
- Employment Assistance
- Mental Health Services
- Transportation
- Access to Mainstream Benefits
- Case Management
- Family Reunification





Access Services

- PSH/FSP-HA - Call 211 get placed on prioritization list. Referral based only programs
- Street Outreach – 211 referrals and our Outreach line - 909-361-2104
- ECM - Call SUOS - 909-963-5355
- Community Supports - Call 909-963-5355





Success Stories



Step Up On Second Program Manager Alberto Rivera
Mobile# 909-601-1166 Email: Arivera@Stepup.org

Exhibit D



Proposition 47 Grant Program: Safe Neighborhoods and Schools Act

Cohort 4 Request for Proposals (RFP)

Grant Purpose: Mental Health Services, Substance Use Disorder Treatment, and Diversion Programs for People in the Criminal Justice System.

Grant Period: October 1, 2024 to June 30, 2028

Eligible Applicants: Public Agencies as Lead, in Partnership with Community-Based Organizations

RFP Released: April 12, 2024
Notice of Intent to Apply Due: May 10, 2024

Proposals Due: June 10, 2024

BOARD OF STATE & COMMUNITY CORRECTIONS
2590 VENTURE OAKS WAY, SUITE 200
SACRAMENTO CA 95833
WWW.BSCC.CA.GOV

BSCC CALIFORNIA

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CONFIDENTIALITY NOTICE:

All documents submitted as a part of the Proposition 47 Cohort 4 Grant Program proposal are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, §§ 6250 et seq.)

PART I: BACKGROUND AND GRANT INFORMATION

Background

Proposition 47 was a voter-approved initiative on the November 4, 2014 general election ballot. As stated in the ballot measure:

> The people enact the Safe Neighborhoods and Schools Act to ensure that prison spending is focused on violent and serious offenses, to maximize alternatives for nonserious, nonviolent crime, and to invest the savings generated from this act into prevention and support programs in K–12 schools, victim services, and mental health and drug treatment (***Attachment A***).

As further stated in the proposition, the BSCC's responsibilities are to:

> Administer a grant program to public agencies aimed at supporting mental health treatment, substance abuse treatment, and diversion programs for people in the criminal justice system, with an emphasis on programs that reduce recidivism of people convicted of less serious crimes, such as those covered by this measure, and those who have substance abuse and mental health problems. (Gov. Code, § 7599.2, subd. (a)(3).)

Assembly Bill 1056 (Statutes of 2015, Chapter 438) added additional priorities to the grant program including housing-related assistance and community-based supportive services such as job skills training, case management and civil legal services (***Attachment B***).

Contact Information

This Request for Proposals (RFP) provides the information necessary to prepare a proposal to the Board of State and Community Corrections (BSCC) for grant funds available through the Proposition 47 Cohort 4 Grant Program.

The BSCC staff cannot assist the applicant or its partners with the actual preparation of the proposal. Any technical questions concerning the RFP, the proposal process or programmatic issues must be submitted by email to: Prop47Cohort4@bscc.ca.gov.

BSCC will create a Frequently Asked Questions page and update it periodically up to the proposal submission deadline. See the Proposition 47 website for more information.

Proposal Due Date and Submission Instructions

Proposal Due Date

The Proposition 47 Grant Program Proposal Package submission is available through an online portal submission process. Applicants must submit proposals through the BSCC Submittable portal by **5:00 P.M. (PDT) on June 10, 2024,** at which time the portal will close and no longer accept proposals.

Please allow sufficient time to begin and submit your proposal. Be advised that completing the proposal and uploading the required documents into the Submittable portal may take a significant amount of time. If the BSCC does not receive a submission by **5:00 p.m. (PDT) on June 10, 2024, the proposal will not be considered for funding. Applicants are strongly advised to submit proposals in advance of the due date and time to avoid disqualification.

Submission Instructions

READ THIS ENTIRE RFP DOCUMENT PRIOR TO INITIATING THE RFP PROCESS

This RFP Instruction Packet contains all the necessary information to successfully complete and submit the Proposition 47 Grant Program Proposal. As part of the online BSCC Submittable process, applicants will be required to download several mandatory forms that must be completed, signed, and uploaded at specific prompts within the BSCC Submittable portal prior to submission. These documents, listed below, are available for download at the BSCC Proposition 47 website:

- Proposition 47 Local Advisory Committee Membership Roster ***(Attachment E)***
- Proposition 47 Local Advisory Committee Letter(s) of Agreement ***(Attachment F)***
- Project Work Plan ***(Attachment H)***
- Budget Attachment (Project Budget Table and Budget Narrative)
- Criteria for Non-Governmental Organizations Receiving BSCC Grant Subawards ***(Appendix B)***
- Certification of Compliance with BSCC Policies Regarding Debarment, Fraud, Theft, and Embezzlement ***(Appendix C)***

Proposals for the Proposition 47 Grant Program **must be submitted through the BSCC Submittable Portal.** The link to the BSCC Submittable Application portal, Proposition 47 Grant Program Application Instruction Packet, and all required attachments are available on the BSCC Proposition 47 website.

The Proposition 47 Grant Program RFP is accessible by clicking the "Click here to Submit; Powered by Submittable" button located on the BSCC Proposition 47 website. You will be prompted to create a free Submittable account and log-in (or sign into an existing account) prior to accessing the online RFP. Once the account has been established, applicants may proceed with the submission process. Additional RFP instructions are provided within the online BSCC Submittable Portal.

Note: **You must click the "Save Draft" button at the end of the proposal page to save any updates and/or changes you have made to your proposal prior to applying, each time you log in to your proposal. In addition, most of the fields within the RFP require information

to be entered; therefore, the system will not allow proposal submission if all mandatory fields are not completed.

If the BSCC does not receive a submission by the deadline, the proposal will not be considered for funding. Applicants are strongly advised to submit proposals well in advance of the due date and time to avoid disqualification.

Once you have successfully submitted your application and all required attachments, you will receive an email acknowledging your application has been received.

If you experience technical difficulties with submitting your proposal through the Submittable portal, you should submit a Help Ticket through Submittable, as the BSCC does not control that site. Please also email the BSCC at Prop47Cohort4@bscc.ca.gov and/or call the BSCC main line at (916) 445-5073 and ask to speak to someone about the Proposition 47 Grant.

Be advised that applicants contacting Submittable and/or the BSCC on the due date may not receive timely responses.

Please allow sufficient time for Submittable and/or BSCC staff to provide technical assistance.

Prospective Applicant Information Session

Prospective applicants are invited – but not required – to attend a virtual Grant Information Session. The purpose of this session is to provide clarity on RFP instructions and answer technical questions from prospective applicants. BSCC staff will review proposal submission instructions, funding information, eligible grant activities, and the rating process. Details for the virtual Grant Information Session are listed below:

Proposition 47 Cohort 4
***Virtual* Grant Information Session for Prospective Applicants**
Tuesday, April 30, 2024 at 10:00 A.M.

Public access options for this meeting include:

Join by Zoom:

https://us02web.zoom.us/j/87362215592
Meeting ID: 873 6221 5592

Call In:

646-931-3860
Meeting ID: 873 6221 5592

Applicants interested in attending the Grant Information Session are asked to submit an RSVP to Prop47Cohort4@bscc.ca.gov. Please include the name, title, and agency the attendee(s) will be representing. Please note: The Proposition 47 Grant Information Session will be recorded and posted to the BSCC Proposition 47 website for future reference.

Letter of Intent to Apply

Prospective applicants are asked, but not required, to submit a non-binding letter indicating their intent to apply. These letters will aid the BSCC in planning for the proposal review process. Please submit the letter as a Microsoft Word or PDF file.

There is no formal template for the Letter of Intent, but it should include the following information:

- name of the applicant entity;
- name and title of a contact person from the applicant entity that can be posted and shared with interested members of the public; and
- a brief statement indicating the applicant's intent to submit a proposal.

Failure to submit a Letter of Intent is not grounds for disqualification. Prospective applicants who submit a Letter of Intent and decide later not to apply will not be penalized.

Please email your non-binding Letter of Intent by **May 10, 2024**. Please identify the email subject line as "Proposition 47 Cohort 4 Letter of Intent to Apply" and submit the letter to: Prop47Cohort4@bscc.ca.gov.

Proposition 47 Executive Steering Committee & Scoring Panel

The BSCC uses Executive Steering Committees (ESC) and Scoring Panels to inform decision-making related to the Board's programs. ESCs and Scoring Panels are composed of subject matter experts, community partners, and interested parties representing both the public and private sectors. The BSCC makes every attempt to include a diverse representation on its ESCs and Scoring panels, in breadth of experience, geography and demographics.

In November 2021, BSCC convened an ESC that performed a comprehensive evaluation of grant requirements and subsequently developed recommendations for the Proposition 47 Cohort 3 RFP. In February 2022, BSCC released the Cohort 3 RFP to the public.

To increase the BSCC's understanding of the needs of its stakeholders in relation to appropriate uses for Proposition 47 grant funds, BSCC conducted a statewide survey in November 2023. The results of the survey indicated that the RFP previously developed by the Proposition 47 ESC still aligns with the needs and priorities of California's communities, but that there is a greater need for residential treatment options. Therefore, this RFP contains increased funding thresholds to meet those needs.

The BSCC will use a Scoring Panel process to complete the reading and rating of the Proposition 47 Cohort 4 proposals and to develop funding recommendations for the Board. The Board may approve, reject, or revise those recommendations.

Members of the Scoring Panel are not paid for their time but are reimbursed for travel expenses incurred to attend meetings. If the BSCC is unable to convene a full Scoring Panel, BSCC staff may participate in the rating process.

Conflicts of Interest

Existing law prohibits any grantee, subgrantee, partner, or like party who participated on the Scoring Panel from receiving funds from the Proposition 47 grants awarded under this RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the Scoring Panel membership roster and ensuring that no grant dollars are passed through to any entity represented by any member of the Scoring Panel. Please check the BSCC Proposition 47 website for updated information on the Scoring Panel.

Guiding Principles for the Proposition 47 Grant

In developing the original Proposition 47 RFP, the ESC agreed on the guiding principles listed below, which reflect the priorities and values of the Proposition 47 Grant Program. They are woven throughout the RFP and incorporated into the rating criteria. Applicants should develop proposals that reflect these principles.

GUIDING PRINCIPLES FOR BSCC's PROPOSITION 47 GRANT

- Incorporate community partnerships and collaborations.
- Encourage culturally competent services and approaches that foster the principles of restorative justice.
- Define target populations, especially those populations that are:
  - traditionally underserved or inappropriately served through mental health and substance use disorder service providers, or
  - overrepresented within the criminal justice system, or
  - experiencing or at risk for homelessness
- Expand access to culturally congruent quality mental health and substance use disorder services, including services for co-occurring mental health and substance use disorder needs and the use of evidence-based or community defined practices.
- Identify and address known barriers to serving target populations, such as:
  - lack of jobs, housing, or employment
- Prioritize client-focused/client-centered holistic programs and approaches, including healing strategies and trauma-informed care.
- Expand and improve on efforts to divert individuals away from criminal justice involvement through increased diversion programs and improved behavioral health services or community supports.
- Include community-based organizations with diverse staffing, including those who are system-impacted individuals, or who have varying educational levels and life experiences.
- Demonstrate capacity building for service providers at every level.
- Be mindful of regional equity and geographic diversity, including smaller and rural counties.
- Collect program data and measure/evaluate outcomes and publish and share information.
- Encourage community engagement, where members of the community participate in the identifying, informing, and shaping of policies, goals, services, and solutions.

Eligibility to Apply

Eligible Applicants

Eligible applicants are **public agencies** located in the State of California. For the purposes of this RFP a public agency is defined as:

> A county, city, whether a general law city or a chartered city, or city and county, the duly constituted governing body of an Indian reservation or Rancheria, a school district, municipal corporation, district, political subdivision, or any board, commission, or agency thereof, entities that are legislative bodies of a local agency pursuant to subdivision (c) or (d) of Section 54952 of the Government Code, a housing authority organized pursuant to Part 2 (commencing with Section 34200) of Division 24 of the Health and Safety Code, a state agency, public district, or other political subdivision of the state, or any instrumentality thereof, which is authorized to engage in or assist in the development or operation of housing for persons and families of low or moderate income. (Pen. Code, § 6046.1, subd. (c).)

Current Cohort 3 Grantees Are Not Eligible to Apply

Public agencies currently receiving a Cohort 3 Proposition 47 grant (as the Lead Agency) **are not eligible to apply** for Cohort 4 funding (see ***Attachment C***).

> **Los Angeles County:** Because Los Angeles County received a $20 million award in Cohort 3, **all** county agencies within Los Angeles County are ineligible to apply for Cohort 4. Note that city public agencies and non-county public agencies within Los Angeles County are eligible to apply.

A public agency from the same city or county as a Cohort 3 grantee may still apply (with the exception of county agencies in Los Angeles County, as noted above).

Definition of Lead Agency

For the purposes of this RFP, the public agency applicant will be considered the **Lead Agency.** Lead agencies (i.e., individual agencies or departments within a city, county, or other jurisdiction) may not submit more than one proposal.

Non-lead agencies (including community-based organizations, faith-based organizations, non-governmental or governmental entities, etc.) may serve as a partner on more than one proposal, as long as they have the capacity to separately track the services provided on each proposed application.

Required Pass-Through to Community-Based Organizations

To be eligible, a Lead Agency must:

- Subcontract with one or more non-governmental, community-based organization(s) for a **minimum of 50 percent** of the total grant award to demonstrate a shared partnership rooted in community engagement and economic equity.

Note: Additional points will be awarded to applicants that pass-through 60 to 69 percent or 70 percent and higher of the total grant award (See *Preference Points* pages 24-25).

Joint Proposals

Two or more public agencies may partner to submit a joint proposal, but one must be designated as Lead Agency for contracting purposes. Joint proposals must comply with all other eligibility criteria. A public agency may apply on both an individual and a joint proposal. There is no funding or scoring incentive for joint proposals.

Funding Information

The Proposition 47 Grant is funded from savings generated from the enactment of the Safe Neighborhoods and Schools Act of 2014. Each year, the Department of Finance calculates the savings and distributes funding to the BSCC, State Department of Education, and California Victim Compensation and Government Claims Board. By law, the BSCC receives 65 percent of the state savings to administer a grant program.

Approximately **$152 million** in funding is available for the Proposition 47 Cohort 4 RFP.

This funding is contingent on:

1) The amount of funds available in the Safe Neighborhoods and Schools Fund;
2) Grantee's adherence to the Proposition 47 RFP requirements and applicable statutes; and
3) Grantee's ability to demonstrate that annual implementation goals and objectives (as listed on the Proposition 47 Project Work Plan – Attachment H) have been met.

The BSCC may select additional proposals for awards from the ranked list if the deposits into the Safe Neighborhoods and Schools Fund significantly increase the BSCC's expected allocation.

Funding Categories and Corresponding Funding Thresholds

Recognizing that different-sized jurisdictions have different capacities, resources, and needs, there are two categories within which public agency applicants will compete.

Maximum funding thresholds have been set within each category. These categories were established so that projects of a smaller scope do not compete against projects of a larger scope.

Applicants will **self-select a funding category**, depending on the size of the proposed project. See the table below:

Funding Category	Applicants in this Category may Request:	Funds Available in this Category
1) Small Scope	Up to **$2 million** for the entire grant period.	$60,800,000
2) Large Scope	More than **$2 million** and up to **$8 million** for the entire grant period.	$91,200,000
	Total Available Funds:	**$152,000,000**

Applicants are strongly encouraged to apply for only the amount of funding needed to meet their program goals within the grant period. The Scoring Panel will rate proposals based in part on the reasonableness of the proposed budget.

Note: Applicants must earn at least 65 percent of the total weighted score to be considered for funding (refer to the Proposal Rating Process on page 24).

If there are not sufficient qualified applicants to exhaust all funds in one category, those funds will be recommended for qualified applicants in the other category.

Financial Leveraging

Assembly Bill 1056 (2015) calls for the BSCC to prioritize Proposition 47 funding to public agency applicants that demonstrate how they plan to leverage other federal, state, and local funds or other social investments, such as the following:

A. The Drug Medi-Cal Treatment Program (22 Cal. Code Regs. 51341.1, 51490.1, and 51516.1).
B. The Mental Health Services Act, enacted by Proposition 63 at the November 2, 2004, general election, as amended.
C. Funds provided for in connection with the implementation of Chapter 15 of the Statutes of 2011.
D. The Community Corrections Performance Incentives Act (Stats. 2009, Ch. 608; Chapter 3 (commencing with Section 1228) of Title 8 of Part 2).
E. The tax credits established pursuant to Sections 12209, 17053.57, and 23657 of the Revenue and Taxation Code.
F. The federal Department of Housing and Urban Development funds, such as the Emergency Solutions Grant program (42 U.S.C. Sec. 11371 et seq.).
G. The federal Department of Veterans Affairs Supportive Services for Veteran Families program (38 U.S.C. Sec. 2044).
H. Social Innovation Funds established by the Corporation for National and Community Service pursuant to Section 12653k of Title 42 of the United States Code.
I. The Edward Byrne Memorial Justice Assistance Grant Program (42 U.S.C. Sec. 3750 et seq.).

Leveraged Contributions

Grantees must maintain documentation that support all leveraged contributions to the grant. Expenditures for leverage funds must be reported on the BSCC invoice as the expenditures occur. Grantees are responsible for ensuring budgeted leverage contributions are made and grantees should not reduce or waive contributions once the grant agreement is fully executed. Failure to account for or provide budgeted leverage funds may result in a commensurate reduction in BSCC grant funds or termination of the grant agreement.

Supplanting

BSCC grant funds shall be used to support new program activities and/or to augment existing funds that expand current program activities. BSCC grant funds shall not be used to replace existing funds.

Supplanting is strictly prohibited for all BSCC grants. When leveraging outside funds, public agency applicants must be careful not to supplant. Supplanting is the deliberate reduction in the amount of federal, state, or local funds being appropriated to an existing program or activity because grant funds have been awarded for the same purposes.

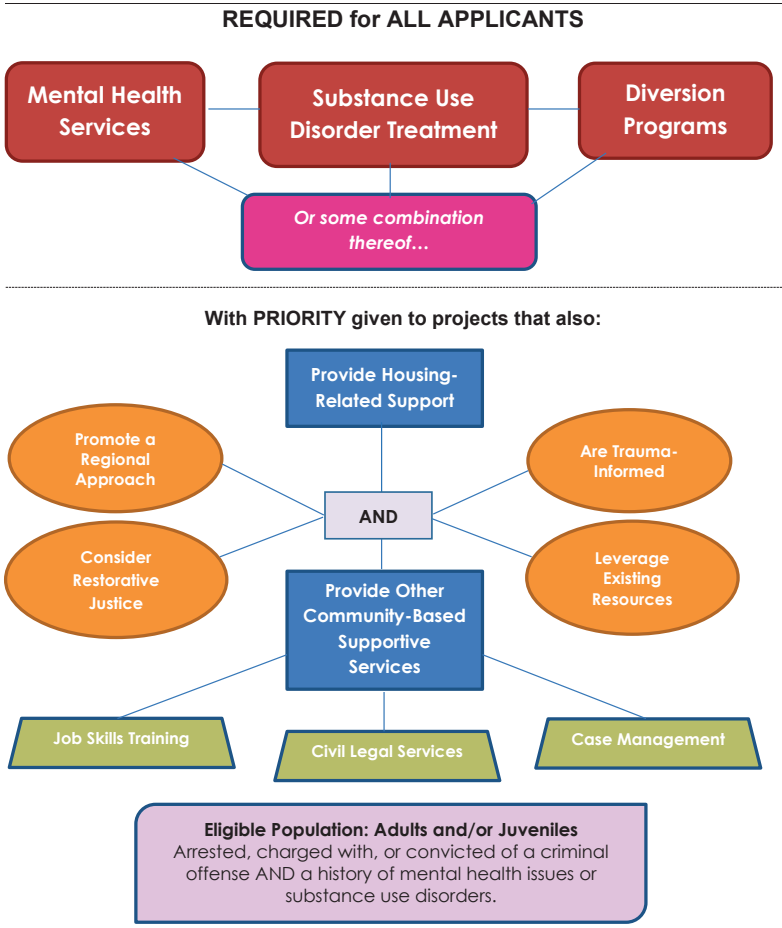
It is the responsibility of the Grantee to ensure that supplanting does not occur. The Grantee must keep clear and detailed financial records to show that grant funds are used only for allowable costs and activities.

Denial of Future Funding

The BSCC reserves the right to consider the denial of future funding to any project and its officers based on its failure to comply with any term or condition of a current or previous BSCC Grant Award, poor past performance in a previous BSCC Grant Award, or failure to cooperate with state auditors/monitors.

Eligible Grant Activities and Target Population

The following flowchart provides a visual representation of types of services that can be funded under the Proposition 47 Grant Program. Additional information is provided on the following pages.



As shown above, Proposition 47 grant funds must be used for mental health services, substance use disorder treatment, diversion programs, or some combination thereof for people in the criminal justice system, defined further in the Target Population section below.

In addition to these required services and programs, applicants are encouraged to provide supplemental housing-related services and other community-based supportive services, such as job skills training, case management, and civil legal services.

The grant can fund programs that serve adults and/or juveniles. Examples of substance use disorder treatment and diversion programs can be found in ***Attachment D*** for key definitions related to project evaluation.

Public agency applicants will be allowed to implement new services or programs and/or expand existing services or programs.

Ineligible Grant Expenditures

Grant funds may be used to implement new activities and programs and/or augment existing funds dedicated to a project but shall not replace or supplant funds that have been appropriated for the same purpose.

Proposition 47 grant funds may not be used for:

- the acquisition of real property, or
- programs or services provided in a custodial setting (with the exception of outreach and reentry planning)[1].

For information on eligible and ineligible costs, refer to the *BSCC Grant Administration Guide*, found on the BSCC website.

Target Population

Services and programs proposed in response to this RFP **must** be designed to serve people who have been arrested, charged with, or convicted of a criminal offense **and** have a history of mental health or substance use disorders.

For purposes of this RFP, a person has a history of mental health issues or substance use disorders if the person:

- has a mental health issue or substance use disorder that limits one or more of their life activities;
- has received services for a mental health issue or substance use disorder;
- has self-reported to a provider that they have a history of mental health issues, substance use disorders, or both; or
- has been regarded as having a mental health issue or substance use disorder.

[1] For the purposes of this RFP, a locked facility (e.g., jail, prison, etc.) is considered a custodial setting. The intent of this RFP is to prohibit the use of grant funds for programs or services provided in a custodial setting with the exception of outreach and reentry planning.

In addition, the target population of Proposition 47 should have been convicted of less serious crimes such as those covered by Proposition 47 and have substance abuse and/or mental health problems.

If services and programs are provided to juveniles, juveniles must fall under the jurisdiction of the juvenile court pursuant to Welfare and Institutions Code section 602. Juveniles that come under the jurisdiction of the juvenile court under Welfare and Institutions Code section 601 (i.e., status offenses, truancy) should not be considered arrested for or charged with criminal offenses.

Public agency applicants are required to describe how they will ensure that this target population is the one to be served by the proposed program. This could include a description of the program's referral, engagement to services, screening, assessment, and documentation processes.

Service Delivery Approach

Applicants will be required to describe the service delivery approach, i.e., who will deliver the services and how, and why it is most appropriate for the community and target population. Key questions to consider include:

- What are the needs of your community and how does your project provide services reflective of the racially and ethnically diverse communities served?
- How does your project ensure services will be provided in locations accessible to the community?
- How does your project ensure services will be tailored to meet an individual's holistic needs, e.g., wraparound services?
- How does your project provide services in a culturally competent manner?
- How does your approach ensure that services and programs adhere to the principles of trauma-informed care?
- How does your project provide services in a collaborative manner with the community, governmental, and nongovernmental agencies?
- How does your project take steps to advance the principles of Restorative Justice and reduce recidivism in your community?
- How will this project change or improve the lives of participants?

Grant Period

Proposals selected for funding will be under contract agreement with the BSCC from **October 1, 2024 to June 30, 2028.** The term of the grant agreement includes a 3½ year service delivery period (October 1, 2024 through March 31, 2028) and an additional three (3) months (April 1, 2028 through June 30, 2028) to finalize and submit the required Local Evaluation Report and program-specific compliance audit.

A visual illustration of the grant agreement period is provided in the table below:

Implementation	Service Delivery	Service Delivery	Service Delivery	Evaluation and Close-Out
6 months	*Year 1*	*Year 2*	*Year 3*	*3 months*
October 1, 2024 - March 31, 2025	April 1, 2025 - March 31, 2026	April 1, 2026 - March 31, 2027	April 1, 2027 - March 31, 2028	April 1, 2028 - June 30, 2028
Implementation period to allow for local procurement, hiring, and other activities that can facilitate a timely start. Grantees who do not need the full implementation period can begin service delivery at any time once under contract.	Service delivery and data collection.	Service delivery and data collection.	Service delivery and data collection.	Compile and analyze data gathered from three full years of service delivery. Complete Local Evaluation Report. Complete program-specific compliance audit.

Important note: The service delivery period ends on March 31, 2028. From April 1, 2028 to June 30, 2028, only expenses associated with completion of the Local Evaluation Report and the required program-specific compliance audit may be incurred. Additional information about the invoicing process (page 21) and reporting requirements (page 16).

Proposition 47 Local Advisory Committee

To apply for Proposition 47 funding, the Lead Agency **must** develop a Proposition 47 Local Advisory Committee that includes local stakeholders who have experience and expertise in the prospective programs and/or services to be implemented by the proposal. This advisory committee will, at a minimum, advise on:

- how to identify and prioritize the most pressing needs to be addressed (to include target population, target area, etc.);
- how to identify the strategies, programs and/or services to be undertaken to address those needs;
- the development of the grant project; and

- ongoing implementation of the grant project.

The Proposition 47 Local Advisory Committee must include a broad range of stakeholders from within the communities, organizations, departments, etc., impacted by the proposal. Examples include behavioral health professionals, educators, community-based and faith-based organizations, individuals impacted by the justice system, law enforcement, probation, prosecutors, defense attorneys, courts, social service providers, advocacy groups, housing providers, housing navigators, and citizens.

Lead Agencies should consider state and local conflict of interest laws when selecting members of the Proposition 47 Local Advisory Committee. The Lead Agency is advised to check with its counsel about potential conflicts. The Lead Agency may use an existing body, but it must include individuals with the appropriate experience and expertise and address all the requirements listed in this section.

The Lead Agency must host regular community meetings to invite ongoing feedback and non-confidential updates from the Proposition 47 Local Advisory Committee and the community.

Throughout the duration of the grant, Lead Agencies must maintain documentation of:

- public outreach efforts soliciting committee membership and publicizing community meeting information;
- attendance at both committee and community meetings;
- agendas and minutes of committee and community meetings;
- examples of processes for collaboration plan; and
- partnering agencies' details of their plans for collaboration.

As a part of the application, each Lead Agency will be required to include a Membership Roster for the Proposition 47 Local Advisory Committee and a Letter of Agreement signed by all members (see ***Attachments E and F)***.

Evidence-Based, Data-Driven, and Innovative Strategies

The BSCC is committed to supporting a focus on better outcomes in the justice system and for those involved in it. Applicants are therefore encouraged to use data to drive decision-making in the development, implementation, and appraisal of their overall projects. Applicants should be able to demonstrate that their proposal is linked to the implementation of practices and strategies supported by data. In developing a proposal, applicants should focus on the following three basic principles:

1. **Is there evidence or data to suggest that the intervention or strategy is likely to work, i.e., produce a desired benefit?** *For example, was the intervention or strategy you selected used by another jurisdiction with documented positive results? Is there published research on the intervention you are choosing to implement showing its effectiveness? Is the intervention or strategy being used by another jurisdiction with a similar problem and similar target population?*

2. **Once an intervention or strategy is selected, will you be able to demonstrate that it is being carried out as intended?** *For example, does this intervention or strategy provide for a way to monitor quality control or continuous quality improvement? If this intervention or strategy was implemented in another jurisdiction, are there procedures in place to ensure that that you are following the model closely (so that you are more likely to achieve the desired outcomes)?*

3. **Is there a plan to collect evidence or data that will allow for an evaluation of whether the intervention or strategy worked?** *For example, will the intervention or strategy you selected allow for the collection of data or other evidence so that outcomes can be measured at the conclusion of the project? Do you have processes in place to identify, collect, and analyze that data/evidence?*

Public agency applicants are encouraged to develop an overall project that incorporates these principles but is tailored to fit the needs of the communities they serve. Innovation and creativity are encouraged, but projects that have not been validated must demonstrate a promising approach using existing data and research such as best practices in the field. Plans to measure the effectiveness of a project should include the use of both qualitative and quantitative research. While quantitative research is based on numbers and mathematical calculations, qualitative research is based on written or spoken narratives. The purpose of quantitative research is to explain, predict and/or control events through focused collection of numerical data, while the purpose of qualitative research is to explain and gain insight and understanding of events through intensive collection of narrative data.

Data Collection, Reporting, and Evaluation Requirements

Projects selected for funding will be required to submit the following to the BSCC:

- Quarterly Progress Reports;
- a Local Evaluation Plan (due **March 31, 2025**); and
- a Local Evaluation Report (due **June 30, 2028**).

Required Set-Aside for Evaluation Efforts

To ensure that grantees can comply with BSCC's data collection and reporting requirements in a meaningful way that benefits the applicants, their communities, and the State of California, grantees are required to budget **a minimum of 5 percent (or $50,000, whichever is greater), but not more than 10 percent**, of the total grant award for data collection and evaluation efforts. These efforts include development of the Local Evaluation Plan, completion of Quarterly Progress Reports, and completion of Local Evaluation Report.

Applicants are encouraged, but not required, to use outside evaluators to ensure objective and impartial evaluations. Specifically, applicants are encouraged to partner with institutions of higher learning universities, state universities, and community colleges. See ***Attachment D*** for key definitions related to project evaluation.

Applicants are also strongly encouraged to identify research partners early on and include them in the development of the proposal so that the goals and objectives listed in the Proposition 47 Project Work Plan are measurable.

Quarterly Progress Reports

Grant recipients are required to submit Quarterly Progress Reports (QPRs) to the BSCC. Progress reports are a critical element in BSCC's monitoring and oversight process. Grantees that are unable to demonstrate that they are making sufficient progress toward project goals and objectives and that funds are being spent in accordance with the Grant Agreement and Proposition 47 Work Plan could be subject to the withholding of funds. Once grants are awarded, BSCC staff will work with grantees to create custom progress reports. Applicable forms and instructions will be available to grantees on the BSCC's website after the Grantee Orientation.

As part of the QPRs, grantees will be required to submit de-identified individual level data in a Microsoft Excel file located in a secure cloud storage platform. **BSCC will not request or retain personal identifying information.** Grantees will be required to provide the following information for each participant:

- age at enrollment
- gender
- race/ethnicity
- level of education at enrollment
- employment and housing status at enrollment
- employment and housing status at completion
- prior arrests and convictions (yes/no responses)
- probation, Parole, or PRCS status at enrollment
- participation status (e.g., active participant, received one-time intervention services, exited program without completing program requirements, completed program requirements, etc.)
- number of days between program enrollment and program completion (for participants who complete program requirements)
- services the participant received during the quarter (checkbox)
- "Recidivism"
    - Due to the complexity of obtaining recidivism information for many grantees, this information will only be requested annually, instead of quarterly.
    - The definition of recidivism, as established in AB 1056, will be used for reporting purposes.
    - Recidivism data must be obtained from a reliable source, such as local law enforcement. Self-report will not be accepted. Note that obtaining this information from a reliable source may require the establishment of data sharing agreements.
    - Grantees will be required to report the following recidivism information:
        - number of days between program enrollment/services received and the recidivating event
        - whether the conviction was a misdemeanor or felony

Local Evaluation Plan

The purpose of the Local Evaluation Plan is to ensure that projects funded by the BSCC can be evaluated. Grantees will be expected to include a detailed description of how the public agency applicant will assess the effectiveness of the proposed program in relationship to each of its goals and objectives. A relationship between the goals and objectives identified in the Proposition 47 Project Work Plan should be apparent in the Local Evaluation Plan.

The Local Evaluation Plan should describe the evaluation design or model that will be used to evaluate the effectiveness of the project component(s), with the project goals and the project objectives clearly stated. Public agency applicants should include criteria for both process and outcome evaluations. Once submitted, any modifications to the Local Evaluation Plan must be approved in advance by the BSCC. More detailed instructions on the Local Evaluation plan will be made available to successful applicants.

Local Evaluation Report

Following project completion, grantees are required to complete a Local Evaluation Report. The Local Evaluation Report must be in a format prescribed by the BSCC. More detailed instructions on the Local Evaluation Plan will be made available to successful applicants. The purpose of the Final Local Evaluation Report is to determine whether the overall project (including each individual component) was effective in meeting the goals laid out in the Local Evaluation Plan. To do this, the grantee must assess and document the effectiveness of the activities that were implemented within each individual project component. These activities should have been identified in the previously submitted Local Evaluation Plan. More detailed instructions on the Local Evaluation Report will be made available to successful applicants.

Evaluation Dissemination

The BSCC will make public the Local Evaluation Plan and Local Evaluation Report from each grantee. Reports may be posted to the BSCC website and information from them may be incorporated into a Statewide Evaluation Report to be shared with the Administration, the Legislature, and the public.

Projects selected for funding are encouraged to make public (e.g., post online, disseminate, share at meetings) the Local Evaluation Report to the community and the grantee's Governing Board (e.g., Board of Supervisors, City Council, etc.).

If the grantee plans to publish the Local Evaluation Report, it must be submitted to the BSCC for review prior to publication.

General Grant Requirements

Governing Board Resolution

Successful applicants will be required to submit a Resolution from their Governing Boards before the grant award can be finalized and funds awarded. A signed resolution is not required at the time of proposal submission, but public agency applicants are advised that no financial invoices will be processed for reimbursement until the Governing Board Resolution has been received by the BSCC. A sample Governing Board Resolution can be found in ***Attachment G***.

Grant Agreement

Public agency applicants approved for funding by the BSCC Board are required to enter into a Grant Agreement with the BSCC. Grantees must agree to comply with all terms and conditions of the Grant Agreement. A sample BSCC Grant Agreement can be found on the BSCC Proposition 47 website.

The Grant Agreement start date is expected to be **October 1, 2024**. Grant Agreements are considered fully executed only after they are signed by both the Grantee and the BSCC, and the BSCC is in receipt of all required attachments including documentation of signing authority (i.e., Governing Board Resolution). Work, services, and encumbrances cannot begin prior to the Grant Agreement start date. Any work, services, and encumbrances that occur after the start date but prior to Grant Agreement execution may not be reimbursed. Grantees and all subgrantees are responsible for maintaining their Grant Agreement, all invoices, records, and relevant documentation for at least three (3) years after the final payment under the Grant Agreement.

Debarment, Fraud, Theft or Embezzlement

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to applicants that have been:

1. Debarred by any federal, state, or local government entities during the period of debarment; or
2. Convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state, or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

All applicants must complete ***Appendix C*** certifying they are in compliance with the BSCC's policies on debarment, fraud, theft, and embezzlement.

Criteria for Non-Governmental Organizations Receiving Grant Funds

This RFP includes requirements that apply to non-governmental organizations[2] that receive funds under this grant. All grantees are responsible for ensuring that any contracted third parties continually meet these requirements as a condition of receiving grant funds. These requirements are described in the box below.

Eligibility Criteria for Non-Governmental Organizations Providing Services with BSCC Grant Funds

Any non-governmental organization (NGO) that receives Proposition 47 grant funds (as either a direct grantee, subgrantee, or subcontractor) must:

- have been duly organized, in existence, and in good standing for at least six (6) months prior to the effective date of its Grant Agreement with the BSCC or with the start date of the grantee's subcontract agreement;

  Note: Non-governmental entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six (6) month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the Grant Agreement with the BSCC or the start date of the grantee's subcontract agreement.

- be registered with the California Secretary of State's Office, if applicable;
- be registered with the California Office of the Attorney General, Registry of Charitable Trusts, if applicable;
- have a valid Employer Identification Number (EIN) or Taxpayer ID (if sole proprietorship);
- have a valid business license, if applicable;
- have no outstanding civil judgments or liens; and
- have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable.

In addition to the administrative criteria listed above, any non-governmental, community-based organization service provider that receives Proposition 47 grant funds must have a proven track record working with the target population and the capacity to support data collection and evaluation efforts.

[2] Non-Governmental Organizations (NGOs) include community-based organizations, faith-based organizations, non-profit organizations/501(c)(3)s, for profit service providers, evaluators (except government institutions such as universities), grant management companies and any other non-governmental agency or individual.

NOTE: These criteria do not apply to government organizations (e.g., counties, cities, school districts, etc.).

All applicants must complete, sign, and submit the Criteria for Non-Governmental Organizations Receiving BSCC Grant Subawards form (see ***Appendix A***), even if there are no plans to subcontract at the time of submission or if the name of the subcontracted party is unknown. A signature on this form provides an assurance to BSCC that the signing authority has read and acknowledged these terms, should the applicant choose to enter into an agreement with an NGO at a later date.

Once under contract, grantees must submit an updated *Criteria for Non-Governmental Organizations Receiving BSCC Grant Funds* form for any additional NGOs that receive funds through subcontracts throughout the life of the grant agreement after awards are made. The BSCC will not reimburse for costs incurred by NGOs that do not meet the BSCC's requirements.

Audit Requirement

Grantees are required to provide the BSCC with a program-specific compliance audit that covers the service delivery period of the grant. The audit report will be due no later than **June 30, 2028**. The program-specific compliance audit shall be performed by a Certified Public Accountant or a participating county or city auditor that is organizationally independent from the participating county or city's project financial management functions. Expenses for the final audit may be reimbursed for actual costs up to $25,000.

In addition, BSCC reserves the right to call for a program or financial audit at any time between the execution of the grant agreement and three (3) years following the end of the grant period. The Department of General Services, State Controller[3], the California State Auditor, the Department of Finance, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this grant.

Grantee Orientation

Following the start of the grant period, BSCC staff will conduct a mandatory Virtual Grantee Orientation (date to be determined). The purpose of this mandatory session is to review the program requirements, invoicing, and budget modification processes, data collection and reporting requirements, as well as other grant management and monitoring activities. Typically, the Project Director, Financial Officer, and Day-to-Day Contacts must attend. Grantees are also strongly encouraged to include the individual tasked with Data Collection and Evaluation and a minimum of one community partner.

Invoicing for Grant Expenditures

Disbursement of grant funds occurs on a reimbursement basis for costs incurred during a reporting period. The State Controller's Office (SCO) will issue the warrant (check) to the individual designated as the Financial Officer for the grant. Grantees will submit invoices to the BSCC on quarterly basis through an online process no later than 45 days following the end of the invoicing period. *Grantees wishing to invoice on a monthly basis must request an exception prior to entering into Grant Agreement.*

[3] The State Controller has independent authority to audit Proposition 47 grant programs administered by the BSCC. (Gov. Code, § 7599.2, subd. (c).)

Grantees must maintain adequate supporting documentation for all costs claimed on invoices. BSCC staff will conduct a desk review process which requires grantees to submit electronic documentation to support all grant funds claimed during the invoicing period. In addition, BSCC staff will conduct on-site monitoring visits that will include a review of documentation maintained as substantiation for project expenditures with grant funds.

Additional information about invoicing can be found in the BSCC Grant Administration Guide located on the BSCC website.

Travel

Travel is usually warranted when personal contact by project staff is the most appropriate method of conducting project-related business. Travel to and from training conferences may also be allowed. The most economical method of transportation, in terms of direct expenses to the project and the employee's time away from the project, must be used. Projects are required to include sufficient per diem and travel allocations for project-related personnel, as outlined in the Grant Award, to attend any mandated BSCC training conferences or workshops outlined in the terms of the program.

- **Units of Government**
  Units of government may follow either their own written travel and per diem policy or the State's policy. Units of government that plan to use cars from a state, county, city, district carpool, or garage may budget either the mileage rate established by the carpool or garage, or the state mileage rate, not to exceed the loaning agency rate.

- **Non-Governmental Organizations (NGOs)**
  An NGO receiving BSCC funds must use the State travel and per diem policy, unless the Grantee's written travel policy is more restrictive than the State's, in which case it must be used. Reimbursement is allowed for the cost of commercial carrier fares, parking, bridge, and road tolls, as well as necessary taxi, bus, and streetcar fares.

- **Out-of-State Travel**
  Out-of-state travel is restricted and only allowed in exceptional situations. Grantees must receive written BSCC approval prior to incurring expenses for out-of-state travel. Even if previously authorized in the Grant Award, Grantees must submit to the BSCC a separate formal request (on Grantee letterhead) for approval. Out-of-state travel requests must include a detailed justification and budget information.

Compliance Monitoring Visits

The BSCC staff will monitor each project to assess whether the project is in compliance with grant requirements and making progress toward grant objectives. As needed, monitoring visits may also occur to provide technical assistance on fiscal, programmatic, evaluative, and administrative requirements. For your reference, a sample Comprehensive Monitoring Visit checklist can be found on the Corrections Planning and Grant Programs website.

Overview of the RFP Process

Confirmation of Receipt of Proposal

Upon submission of a proposal in the BSCC Submittable Application Portal, applicants will receive a confirmation email from the BSCC stating that the proposal has been received.

Disqualification

"Disqualification" means the proposal will not move forward to the Scoring Panel for the Proposal Rating Process and, therefore, will NOT be considered for funding under this grant.

■■■■ S T O P ■■■■
PLEASE READ CAREFULLY!

The following will result in an automatic disqualification:

- Proposal submission is not received by **5:00 P.M. (PDT) Monday, June 10, 2024.** *(Allow sufficient time to upload all required documents in the BSCC Submittable Application portal. Do not wait until the last minute!)*
- Proposal is not submitted via the BSCC Submittable portal. **Email submissions will not be accepted.**
- Applicant is not a public agency as defined in Penal Code section 6046.1, subdivision (c).
- Proposal does not address one or more of the program areas required by Proposition 47: mental health services, substance use disorder treatment, and/or diversion.
- Budget Attachment (Excel attachment) is not submitted through the BSCC Submittable Portal.
- Budget Attachment does not clearly show the mandatory 50 percent pass-through to one or more community-based organizations.
- Funding request exceeds allowable amount in the Large Scope funding category.
- Applicant is proposing to provide services in a custodial setting (with the exception of in-reach and reentry planning).
- Attachments are illegible.
- Attachments will not open or the files are corrupted.

Proposal Rating Process

Unless disqualified, proposals will advance to the Scoring Panel for the Proposal Rating Process. Proposals will be evaluated in accordance with the BSCC's **Grant Proposal Evaluation Process** and as described below. The Scoring Panel will read and assign ratings to each proposal in accordance with the prescribed rating factors listed in the table below. Scoring Panel members will base their points on how well an applicant addresses the criteria listed under each rating factor within the Proposal Narrative and Budget Sections. Scoring Panel ratings, once submitted to the BSCC, will be final.

At the conclusion of this process, applicants will be notified of the Scoring Panel's funding recommendations. It is anticipated that the Board will act on the recommendations at its meeting in September 2024. Applicants and partners are not to contact members of the Scoring Panel or the BSCC Board to discuss proposals.

Rating Factors

The Rating Factors that will be used and the maximum points allocated to each factor are shown in the table below. Applicants are asked to address each of these factors as part of their proposal. The Proposition 47 ESC assigned a percent value to each Rating Factor, correlating to its importance within the overall project (see Percent of Total Value column).

	Rating Factors	Point Range	Percent of Total Value	Weighted Rating Factor Score
1	Project Need	0 - 5	25%	50
2	Community Engagement	0 - 5	15%	30
3	Project Description	0 - 5	30%	60
4	Data Collection and Evaluation	0 - 5	15%	30
5	Project Budget	0 - 5	15%	30
Total Score (before Preference Points):			**100%**	**200**
Preference Points: Applicants are required to dedicate a minimum of 50 percent of the grant funds requested to subcontracts with non-governmental, community-based organizations. Additional points will be added to the final score if an applicant dedicates 60 percent or more, as follows: 60-69 percent of grant funds = **2 additional points** 70+ percent of grant funds = **4 additional points**				
Maximum Possible Score with Preference Points:				**204**

Scoring Panel members will rate an applicant's response to each Rating Factor on a scale from 0 to 5, according to the Six-Point Rating Scale shown below. For each Rating Factor, the rating point received is then weighted according to the "Percent of Total Value" column associated with the Rating Factor to arrive at the final Weighted Rating Factor Score. The Weighted Rating Factor Scores are then added together for a Total Score. Preference points are added to the Total Score, as applicable. The Maximum Possible Proposal Score is **204**.

Preference Points

An applicant may earn up to four additional points based on the amount of grant funds that are dedicated to non-governmental, community-based organizations. Specifically, applicants are required to dedicate a minimum of 50 percent of their grant funds to subcontracts with non-governmental, community-based organizations. An additional two points will be added to the final score if an applicant dedicates 60 to 69 percent of grant funds to a non-governmental, community-based organization, and an additional four points if the applicant dedicates 70 percent or more.

Six Point Rating Scale

Not Responsive 0	Poor 1	Fair 2	Satisfactory 3	Good 4	Excellent 5
The response **fails to address** the criteria.	The response addresses the criteria in a **very inadequate** way.	The response addresses the criteria in a **non-specific or unsatisfactory** way.	The response addresses the criteria in an **adequate** way.	The response addresses the criteria in a **substantial** way.	The response addresses the criteria in an **outstanding** way.

Minimum Scoring Threshold

To be considered for funding, a proposal must meet a threshold of **65 percent (65%)**, or a minimum Proposal Score of **130** total points.

Funding Decisions

Applicants will compete for funds within either the Small or Large Scope category. Once the proposals have been scored and ranked, BSCC will move down the ranked lists to fund all qualified applicants (i.e., proposals that meet the scoring threshold requirements) in each category until all funds in that category are exhausted. Applicants that fall at the cut-off point may be offered a partial award if there are not sufficient remaining funds to make a full award.

If there are not sufficient qualified applicants to exhaust all funds in one category, those funds will be recommended for qualified applicants in the other category. Any funds remaining after all possible qualified applicants have been funded will be held for the next Proposition 47 Request for Proposals.

Summary of Key Dates

The following table shows a timeline of key dates related to the Proposition 47 Cohort 4 Grant Program.

Activity	Tentative Timeline
Release Request for Proposals	April 12, 2024
Optional “Letter of Intent to Apply” Due	May 10, 2024
Rater Panel Recruitment and Formation	April to June 2024
Grant Information Session for Prospective Applicants	April 30, 2024
Proposals Due to the BSCC	June 10, 2024
Proposal Rating Process and Development of Funding Recommendations	June to August 2024
BSCC Board Considers Funding Recommendation	September 12, 2024
Grant Period Begins	October 1, 2024
Mandatory New Grantee Orientation	TBD, October or November 2024
Grant Service Period Ends	March 31, 2028
Final Evaluation Report and Audit Report Due and Grant End Date	June 30, 2028

PART II: PROPOSAL INSTRUCTIONS

The following section contains pertinent information on how to complete the Proposition 47 Grant Proposal Package. The proposal and all required attachments are provided on the BSCC Proposition 47 website.

Proposal Narrative and Budget Instructions

The five rating factors will be addressed in two separate parts, the Proposal Narrative and the Proposal Budget Section, as shown here:

Section	Rating Factors	Percent of Total Value	Addressed in:
1	Project Need	25%	Proposal Narrative
2	Community Engagement	15%	
3	Project Description	30%	
4	Data Collection and Evaluation	15%	
5	Project Budget	15%	Budget Attachment (Excel Attachment)

Proposal Narrative Instructions
Applicants will complete the Proposal Narrative by accessing the BSCC Submittable Application Portal (see Submittable Instructions on page 2) and responding to a series of prompts. The Proposal Narrative section must address Rating Factors 1-4, as listed in the table above. Within each section, address the Rating Criteria (pages 29-33) in a cohesive, comprehensive narrative format.

Within the Proposal Narrative, each Rating Factor has a character limit as shown below:

Rating Factor		Total Characters	Microsoft Word Equivalent*
1	Project Need	8,948	Up to four (4) pages
2	Community Engagement	6,711	Up to three (3) pages
3	Project Description	11,185	Up to five (5) pages
4	Data Collection and Evaluation	6,711	Up to three (3) pages

**Assumes text is in a Microsoft Word document in Arial 12-point font with one-inch margins on all four sides and at 1.5-line spacing.*

Character Counter
The BSCC Submittable Application portal includes an automatically enabled character counter. This feature shows the number of characters used and the remaining number of characters before the limit is met. If the limit is exceeded, a red prompt will appear with the message "You have exceeded the character limit." The Submittable Application portal will not allow applicants to submit the Proposition 47 Cohort 4 Proposal Narrative until they comply with all character limit requirements.

Bibliography
Applicants may, but are not required to, include a bibliography containing citations, using either the Modern Language Association (MLA) or American Psychological Association (APA) style in the "OPTIONAL Bibliography" field on the BSCC Submittable Application page. The bibliography may not exceed **2,218 total characters** (includes punctuation, numbers, spaces, and any text). In Microsoft Word, this is approximately one (1) page in Arial 12-point font with one-inch margins on all four sides and at 1.5-line spacing.

Required Attachments
In addition to the Proposal Narrative, the following attachments, located on the BSCC Proposition 47 website, must be completed and uploaded in the identified fields in the BSCC Submittable portal at the time of submission (except for Attachment G, see below):

- Proposition 47 Cohort 4 Work Plan (***Attachment H***)
- Proposition 47 Local Advisory Committee Membership Roster (***Attachment E***)
- Proposition 47 Local Advisory Committee Letter of Agreement (***Attachment F***)
- Budget Attachment (Project Budget Table and Budget Narrative)
- Criteria for Non-Governmental Organizations Receiving BSCC Grant Subawards (***Appendix B***)
- Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft, and Embezzlement (***Appendix C***)
- Governing Board Resolution – Sample (*not required at time of submission; however, must be submitted if awarded grant funds)* (***Attachment G***)

Note: Letters of general support from individuals not actually working on the grant project (i.e., from elected officials, community members, etc.) will not be accepted. If these are uploaded to Submittable, they will be discarded.

Proposal Narrative Rating Factors

Section 1: Project Need (Percent Value – 25%)
Within this section, address the criteria that defines the Project Need Rating Factor (see table below) in a cohesive, comprehensive, and concise narrative format.

Project Need: The applicant described a community need that is pertinent to the intent of the grant program. The elements that comprise the Rating Factor are listed below. Addressing each element does not in itself merit a high rating; rather, although each element is to be addressed (when applicable), it is the quality of the response to each that will be evaluated. The response will be evaluated with a single rating based on a scale of 0-5.	
1.1	Identify and describe the need to be addressed by the Proposition 47 program. Include: • Quantitative and qualitative data to support the need, • Gaps in services that contribute to the need, and • Citations of data sources.
1.2	Identify and describe the target population. The description should: • Demonstrate that the target population is measurable, • How it correlates to the need, • Include quantitative and qualitative data to support the description, and • Include citations of data sources.
1.3	Describe the steps that will be taken to address the needs of underserved populations in the community, including disparities based on race, ethnicity, gender, sexual orientation, immigration status, etc.
1.4	Describe how the need(s) and target population align with the intent of Proposition 47 (see Attachment A).

Section 2: Community Engagement (Percent Value – 15%)
Within this section address the criteria that defines the Community Engagement Rating Factor (see table below) in a cohesive, comprehensive, and concise narrative format.

Community Engagement: The applicant provided a description of the community engagement process that is related to the need(s) and intent of the grant. The elements that comprise the Rating Factor are listed below. Addressing each element does not in itself merit a high rating; rather, although each element is to be addressed, it is the quality of the response to each that will be evaluated. The response will be evaluated with a single rating based on a scale of 0-5.	
2.1	The Proposition 47 Local Advisory Committee Membership Roster (***Attachment E***), as is the Letter of Agreement (***Attachment F***) signed by all members. The make-up of the committee should: • Include a diverse group of stakeholders and other interested parties, and • Reflect the make-up and culture of the community and identified need.
2.2	Describe the engagement process used to solicit membership to the Proposition 47 Local Advisory Committee. The description should address: • How input was obtained from a cross-section of stakeholders and other interested parties, • How and why certain community partners were selected, and • Steps taken to ensure the process was fair, inclusive, comprehensive, and transparent.
2.3	Describe the process of ensuring the Proposition 47 Local Advisory Committee meetings are sufficiently noticed, accessible to the public and include opportunities for participation.

Section 3: Project Description (Percent Value – 30%)
Within this section address the criteria that defines the Project Description Rating Factor (see table below) in a cohesive, comprehensive, and concise narrative format.

Project Description: The applicant provided a description of the project that is related to the need(s) and intent of the grant. The elements that comprise the Rating factor are listed below. Addressing each element does not in itself merit a high rating; rather, although each element is to be addressed, it is the quality of the response to each that will be evaluated. The response will be evaluated with a single rating based on a scale of 0-5.	
3.1	Describe the proposed program goals, objectives and impacts that includes the relationship to the need and intent of the Prop 47 program. In addition: • Complete the Project Work Plan **(*Attachment H*),** identifying the top three goals and objectives of the project and how these will be achieved in terms of the activities, responsible staff/partner agencies, outcome measures, data sources and start and end dates.
3.2	Describe how the target population will be identified according to the following criteria: • Referral process, • Risk/needs assessments, and • Having a mental health or substance use disorder need.
3.3	Describe the types of service, sources of service, and method of delivery that will be made available to the target population, including: • The plan for selecting the types and kinds of services to be provided to each participant (e.g., risk and needs assessments). • The projected number of the target population to be served and a plan for ensuring that individuals who have been most impacted by Proposition 47, with an emphasis on racial and ethnic disparities, receive the proposed services. • How the services will be delivered, including length and duration. • How the design and implementation plan of the project demonstrates value in community partnerships and collaboration. • The roles, responsibilities and activities of the case managers, system navigators or other staff delivering services.
3.4	Describe how the service delivery approach: • Is culturally competent and responsive, trauma-informed, gender responsive, and provides for accessibility, • Advances principles of Restorative Justice, and • Acknowledges and addresses known barriers to serving target populations.

Section 3: Project Description (continued)	
3.5	Describe the process used to determine who will provide services, including: • How providers address the needs and interests of the target population • How the providers' administration (staff, leadership, etc.) involves people with lived experience, have been system impacted, or have varying educational levels and life experiences.
3.6	Describe the plan to minimize start-up time so that services can be delivered as soon as possible.
3.7	Describe how the project meets the spirit and intent behind the statute and the Proposition 47 Guiding Principles.
3.8	If your agency plans to leverage outside funds, include a brief description of which "other federal, state, and local funds or other social investments" will be leveraged and how they will contribute toward the success of the proposed project. If you do not plan to leverage outside funds, explain why.

Section 4: Project Evaluation and Monitoring (Percent Value – 15%)
Within this section, address the criteria that define the Project Evaluation and Monitoring Rating Factor (see table below) in a cohesive, comprehensive, and concise narrative format.

Project Evaluation and Monitoring: The applicant described how it will monitor and evaluate the effectiveness of the proposed project. The elements that comprise the Rating Factor are listed below. Addressing each element does not in itself merit a high rating; rather, although each element is to be addressed, it is the quality of the response to each that will be evaluated. The response will be evaluated with a single rating based on a scale of 0-5.	
4.1	Describe the plan to determine the staff and/or entity that will conduct the project evaluation and how monitoring activities to ensure that interventions are implemented as intended will be incorporated in the various phases of the project; for example, start-up, implementation, service delivery period, etc.
4.2	Identify the process and outcome measures that are quantifiable and in line with the intent of Proposition 47, the proposed project, and the goals and objectives listed in the Work Plan. Recidivism, as defined by the BSCC, must be included as an outcome measure.
4.3	Describe the preliminary research plan for how the applicant will collect and evaluate baseline and outcome data related to the process and outcome indicators identified in 4.2. Describe a plan for entering into data sharing agreements, including agreements to obtain recidivism data.

Proposal Budget Instructions

As part of the application process, applicants are required to complete and upload a Proposal Budget with Budget Narrative ("Proposition 47 Budget Attachment") in the identified field on the BSCC Submittable Application portal. The Proposition 47 Budget Attachment (an Excel workbook) is provided on the BSCC Proposition 47 website.

- *Detailed instructions for completing the Budget Attachment are listed in the **Instructions tab** of the Excel workbook.*
- *Remember: Grantees are required to budget a minimum of 5 percent (or $50,000, whichever is greater), but not more than 10 percent, of the total grant funds requested in the Data Collection and Evaluation budget category.*

Applicants are solely responsible for the accuracy and completeness of the information entered in the Budget Attachment. All project costs must be directly related to the objectives and activities in the project. **Do not submit an annual budget; the grant funds requested in the Budget Attachment must cover the entire grant period.**

Generally, once an award is approved by the Board, the proposed budget becomes the approved grant budget and will be incorporated in the Standard Grant Agreement. However, applicants should be aware that budgets *will be subject to review and approval by the BSCC staff to ensure all proposed costs listed within the Proposal Budget are allowable and eligible for reimbursement.* In these situations, the revised grant budget will be used for the Grant Agreement. For additional guidance related to grant budgets, refer to the July 2023 BSCC Grant Administration Guide.

Proposal Budget Rating Factor

The following items are rated as part of this section and must be addressed by the applicant in the Budget Attachment.

Section 5: Budget Attachment (Percent Value – 15%)

Proposal Budget: The applicant provided a complete Budget Attachment (Budget Table with Budget Narrative) for the proposed project. The elements against which the Budget Attachment will be rated are listed below. Addressing each element does not itself merit a high rating; rather, although each element is to be addressed, it is the quality of the response to each that will be evaluated. The response will be evaluated with a single rating based on a scale of 0-5.	
5.1	Provide complete and detailed budget information in each section of the Proposition 47 Budget Attachment that includes: • A brief explanation supporting each expense. • Expenses that are appropriate for the project's goals and planned activities.
5.2	In the "Leveraged Funds" column, show outside funds if any, including "other federal, state, and local funds or other social investments" that you plan to include as a part of the proposed grant project.

PART III: ATTACHMENTS and APPENDICES

This section includes the following Attachments and Appendices:

- **Attachment A:** Proposition 47 Ballot Measure (*reference only)*
- **Attachment B:** Assembly Bill 1056 (2015) (*reference only)*
- **Attachment C:** Proposition 47 Cohort 3 Grantees *(reference only)*
- **Attachment D:** Glossary of Key Terms (*reference only)*
- **Attachment E:** Proposition 47 Local Advisory Committee Membership Roster **(REQUIRED)**
- **Attachment F:** Proposition 47 Local Advisory Committee Letter of Agreement, signed by all members **(REQUIRED)**
- **Attachment G:** Sample Governing Board Resolution *(optional at time of submission; however, must be submitted if grant funds are awarded)*
- **Attachment H:** Proposition 47 Project Work Plan **(REQUIRED)**
- **Appendix A:** Proposition 47 Executive Steering Committee Roster (*reference only)*
- **Appendix B:** Criteria for Non-Governmental Organizations Receiving BSCC Grant Subawards **(REQUIRED)**
- **Appendix C:** Certification of Compliance with BSCC Policies Regarding Debarment, Fraud, Theft, and Embezzlement **(REQUIRED)**

Attachment A: Proposition 47 Ballot Measure

Proposition 47 – In Pertinent Part

THE SAFE NEIGHBORHOODS AND SCHOOLS ACT

SEC. 4. Chapter 33 (commencing with Section 7599) is added to Division 7 of Title 1 of the Government Code, to read:

Chapter 33. Creation of Safe Neighborhoods and Schools Fund
7599. (a) A fund to be known as the "Safe Neighborhoods and Schools Fund" is hereby created within the State Treasury and, notwithstanding Section 13340 of the Government Code, is continuously appropriated without regard to fiscal year for carrying out the purposes of this chapter. (b) For purposes of the calculations required by Section 8 of Article XVI of the California Constitution, funds transferred to the Safe Neighborhoods and Schools Fund shall be considered General Fund revenues which may be appropriated pursuant to Article XIII B.

7599.1. Funding Appropriation.
(a) On or before July 31, 2016, and on or before July 31 of each fiscal year thereafter, the Director of Finance shall calculate the savings that accrued to the state from the implementation of the act adding this chapter ("this act") during the fiscal year ending June 30, as compared to the fiscal year preceding the enactment of this act. In making the calculation required by this subdivision, the Director of Finance shall use actual data or best available estimates where actual data is not available. The calculation shall be final and shall not be adjusted for any subsequent changes in the underlying data. The Director of Finance shall certify the results of the calculation to the Controller no later than August 1 of each fiscal year.
(b) Before August 15, 2016, and before August 15 of each fiscal year thereafter, the Controller shall transfer from the General Fund to the Safe Neighborhoods and Schools Fund the total amount calculated pursuant to subdivision (a).
c) Moneys in the Safe Neighborhoods and Schools Fund shall be continuously appropriated for the purposes of this act. Funds transferred to the Safe Neighborhoods and Schools Fund shall be used exclusively for the purposes of this act and shall not be subject to appropriation or transfer by the Legislature for any other purpose. The funds in the Safe Neighborhoods and Schools Fund may be used without regard to fiscal year.

7599.2. Distribution of Moneys from the Safe Neighborhoods and Schools Fund.
(a) By August 15 of each fiscal year beginning in 2016, the Controller shall disburse moneys deposited in the Safe Neighborhoods and Schools Fund as follows:
(1) Twenty-five percent to the State Department of Education, to administer a grant program to public agencies aimed at improving outcomes for public school pupils in kindergarten and grades 1 to 12, inclusive, by reducing truancy and supporting students who are at risk of dropping out of school or are victims of crime.
(2) Ten percent to the California Victim Compensation and Government Claims Board, to make grants to trauma recovery centers to provide services to victims of crime pursuant to Section 13963.1 of the Government Code.
(3) Sixty-five percent to the Board of State and Community Corrections, to administer a grant program to public agencies aimed at supporting mental health treatment, substance abuse treatment, and diversion programs for people in the criminal justice system, with an emphasis on programs that reduce recidivism of people convicted of less serious crimes, such as those covered by this measure, and those who have substance abuse and mental health problems.
(b) For each program set forth in paragraphs (1) to (3), inclusive, of subdivision (a), the agency responsible for administering the programs shall not spend more than 5 percent of the total

funds it receives from the Safe Neighborhoods and Schools Fund on an annual basis for administrative costs.

(c) Every two years, the Controller shall conduct an audit of the grant programs operated by the agencies specified in paragraphs (1) to (3), inclusive, of subdivision (a) to ensure the funds are disbursed and expended solely according to this chapter and shall report his or her findings to the Legislature and the public.

(d) Any costs incurred by the Controller and the Director of Finance in connection with the administration of the Safe Neighborhoods and Schools Fund, including the costs of the calculation required by Section 7599.1 and the audit required by subdivision (c), as determined by the Director of Finance, shall be deducted from the Safe Neighborhoods and Schools Fund before the funds are disbursed pursuant to subdivision (a).

(e) The funding established pursuant to this act shall be used to expand programs for public school pupils in kindergarten and grades 1 to 12, inclusive, victims of crime, and mental health and substance abuse treatment and diversion programs for people in the criminal justice system. These funds shall not be used to supplant existing state or local funds utilized for these purposes.

(f) Local agencies shall not be obligated to provide programs or levels of service described in this chapter above the level for which funding has been provided.

Attachment B: Assembly Bill 1056 (2015)

[Approved by Governor October 02, 2015. Filed with Secretary of State October 02, 2015.]

AB 1056, Atkins. Second Chance Program.

(1) Existing law, until January 1, 2020, establishes the Social Innovation Financing Program, and requires the Board of State and Community Corrections to administer the program. Existing law, among other things, authorizes the board, upon appropriation of funds by the Legislature for deposit into the Recidivism Reduction Fund, to award grants in amounts of not less than $500,000 and not more than $2,000,000 to each of 3 counties, selected as specified, for the purpose of entering into a pay for success or social innovation financing contract, pursuant to which private investors agree to provide financing to service providers to achieve social outcomes agreed upon in advance and the government agency that is a party to the contractual agreement agrees to pay a return on the investment to the investors if successful programmatic outcomes are achieved by the service provider. Existing law limits the total amount of the grants awarded to $5,000,000. Existing law requires each county receiving an award to report annually to the Governor and Legislature on the status of its program. Existing law requires the board to compile the county reports and submit a summary report to the Governor and the Legislature annually.

This bill would extend the operation of that program and the reporting requirements until January 1, 2022.

This bill would also require the board to administer a competitive grant program that focuses on community-based solutions for reducing recidivism. The bill would establish minimum criteria for the grant program and would require the board to establish an executive steering committee, as specified, to make recommendations regarding the design, efficacy, and viability of proposals and to make recommendations on guidelines for the submission of proposals for the grant program, including threshold or scoring criteria, or both. Among other things, the bill would require those guidelines to prioritize proposals that advance principles of restorative justice while demonstrating a capacity to reduce recidivism, and that leverage certain other federal, state, and local funds or social investments. The bill would define recidivism, for the purposes of these provisions, as a conviction of a new felony or misdemeanor committed within 3 years of release from custody or committed within 3 years of placement on supervision for a previous criminal conviction.

(2) The Safe Neighborhoods and Schools Act establishes within the State Treasury the Safe Neighborhoods and Schools Fund to receive moneys transferred from the General Fund in an amount equal to the savings resulting from the implementation of the act, as specified. The act requires that 65% of the moneys in the Safe Neighborhoods and Schools Fund be allocated the Board of State and Community Corrections to administer a grant program to public agencies aimed at supporting specified types of programs, including diversion programs, for people in the criminal justice system with an emphasis on programs that reduce recidivism, as specified.

This bill would create the Second Chance Fund in the State Treasury for the purpose of funding the above-described recidivism reduction program. The bill would require the Controller, upon order of the Director of Finance, to transfer the moneys available to the Board of State and Community Corrections from the Safe Neighborhoods and Schools Fund into the Second Chance Fund. The bill would also authorize the Second Chance Fund to receive moneys from any other federal, state, or local grant, or from any private donation. The bill would prohibit the board from using the moneys in the fund to supplant existing programs and from spending more than 5% per year of the total moneys in the fund for administrative purposes.

The bill would require the board to administer these provisions, and moneys in the fund would be continuously appropriated to the board for expenditure for these purposes. By creating a continuously appropriated fund, this bill would make an appropriation.

(3) The Safe Neighborhoods and Schools Act provides that its provisions may be amended by a statute, passed by a $^{2}/_{3}$ vote of each house of the Legislature and signed by the Governor, that is consistent with and furthers the intent of the act.

This bill would declare that its provisions further the intent of the Safe Neighborhoods and Schools Act.

BILL TEXT

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1.

The Legislature finds and declares all of the following:

(a) California voters approved Proposition 47, known as the Safe Neighborhoods and Schools Act of 2014. The measure was enacted to ensure that prison spending is focused on violent and serious offenses, to maximize alternatives for nonviolent and nonserious crime, and to invest the resulting savings into prevention and support programs.

(b) Research has shown that people in the criminal justice system disproportionately suffer from mental health issues and substance use disorders. Nationally, over one-half of all people in prisons or jails have experienced a mental health issue within the last year, and over one-half of women and 44 percent of men in jail have a drug or alcohol dependency.

(c) People in the criminal justice system and formerly incarcerated individuals have difficulty securing housing and employment following their incarceration. These challenges are compounded for people living with mental health issues or substance use disorders. As a result, many formerly incarcerated people, especially those with mental health issues or substance abuse disorders experience homelessness. Experiencing homelessness greatly increases the likelihood that a formerly incarcerated person will recidivate.

(d) Offering people in the criminal justice system and formerly incarcerated individuals meaningful access to mental health services, substance use treatment services, housing, housing-related job assistance, job skills training, and other community-based supportive services has been shown to decrease the likelihood of future contact with law enforcement and the criminal justice system.

(e) Prioritizing the state savings realized by the implementation of the Safe Neighborhoods and Schools Act of 2014 for projects that combine mental health services, substance use treatment services, housing, housing-related job assistance, job skills training, and other community-based supportive services will help the state meaningfully reduce recidivism.

(f) By prioritizing projects that offer comprehensive interventions, the Legislature intends for public agencies, nonprofits, and other community-based providers of services to people in the criminal justice system and formerly incarcerated individuals to leverage additional federal, state, and local funds for social investment resources.

(g) The Legislature intends to promote the use of restorative justice principles in addressing recidivism.

SEC. 2.

Section 97013 of the Government Code is amended to read:

97013.

(a) Each county receiving an award shall report annually to the board on the status of its ongoing social innovation financing program. The report shall also contain an accounting of the moneys awarded.

(b) The board shall compile the county reports and submit a summary report to the Governor and Legislature annually.

(c) A report made pursuant to this section shall be made in accordance with the requirements of Section 9795.

(d) This section shall remain in effect only until January 1, 2022, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2022, deletes or extends that date.

SEC. 3.

Section 97015 of the Government Code is amended to read:

97015.

This title shall remain in effect only until January 1, 2022, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2022, deletes or extends that date.

SEC. 4.

Article 5 (commencing with Section 6046) is added to Chapter 5 of Title 7 of Part 3 of the Penal Code, to read:

Article 5. Second Chance Program

6046.

(a) The purpose of this article is to build safer communities by investing in community-based programs, services, and initiatives for formerly incarcerated individuals in need of mental health and substance use treatment services.

(b) The program established pursuant to this article shall be restricted to supporting mental health treatment, substance use treatment, and diversion programs for persons in the criminal justice system, with an emphasis on programs that reduce recidivism of persons convicted of less serious crimes, such as those covered by the Safe Neighborhoods and Schools Act of 2014, and those who have substance use and mental health problems.

(c) The Board of State and Community Corrections shall administer a grant program established pursuant to this article.

6046.1.

For the purposes of this article, the following definitions shall apply:

(a) “Board” means the Board of State and Community Corrections.

(b) “Fund” means the Second Chance Fund established pursuant to Section

6046.2.

(c) “Public agency” means a county, city, whether a general law city or a chartered city, or city and county, the duly constituted governing body of an Indian reservation or rancheria, a school district, municipal corporation, district, political subdivision, or any board, commission, or agency thereof, entities that are legislative bodies of a local agency pursuant to subdivision (c) or (d) of Section 54952 of the Government Code, a housing authority organized pursuant to Part 2 (commencing with Section 34200) of Division 24 of the Health and Safety Code, a state agency, public district, or other political subdivision of the state, or any instrumentality thereof, which is authorized to engage in or assist in the development or operation of housing for persons and families of low or moderate income.

(d) “Recidivism” means a conviction of a new felony or misdemeanor committed within three years of release from custody or committed within three years of placement on supervision for a previous criminal conviction.

6046.2.

(a) The Second Chance Fund is hereby created in the State Treasury. The board shall be responsible for administering the fund. Moneys in the fund are hereby continuously appropriated without regard to fiscal year for the purposes of this article.

(b) (1) The Controller, upon order of the Director of Finance, shall transfer moneys available to the Board of State and Community Corrections pursuant to paragraph (3) of subdivision (a) of Section 7599.2 of the Government Code into the Second Chance Fund.

(2) The Second Chance Fund may receive moneys from any other federal, state, or local grant, or from any private donation or grant, for the purposes of this article.

(c) The board shall not spend more than 5 percent annually of the moneys in the fund for administrative costs.

6046.3.

(a) The board shall administer a competitive grant program to carry out the purposes of this article that focuses on community-based solutions for reducing recidivism. The grant program shall, at minimum, do all of the following:

(1) Restrict eligibility to proposals designed to serve people who have been arrested, charged with, or convicted of a criminal offense and have a history of mental health or substance use disorders.

(2) Restrict eligibility to proposals that offer mental health services, substance use disorder treatment services, misdemeanor diversion programs, or some combination thereof.

(3) Restrict eligibility to proposals that have a public agency as the lead applicant.

(b) The board shall form an executive steering committee that includes, but is not limited to, a balanced and diverse membership from relevant state and local government entities, community-based treatment and service providers, and the formerly incarcerated community. The committee shall have expertise in homelessness and housing, behavioral health and substance abuse treatment, and effective rehabilitative treatment for adults and juveniles. The committee shall make recommendations regarding the design, efficacy, and viability of proposals, and make recommendations on guidelines for the submission of proposals, including threshold or scoring criteria, or both, that do all of the following:

(1) Prioritize proposals that advance principles of restorative justice while demonstrating a capacity to reduce recidivism.

(2) Prioritize proposals that leverage other federal, state, and local funds or other social investments, such as the following sources of funding:

(A) The Drug Medi-Cal Treatment Program (22 Cal. Code Regs. 51341.1, 51490.1, and 51516.1).

(B) The Mental Health Services Act, enacted by Proposition 63 at the November 2, 2004, general election, as amended.

(C) Funds provided for in connection with the implementation of Chapter 15 of the Statutes of 2011.

(D) The Community Corrections Performance Incentives Act (Stats. 2009, Ch. 608; Chapter 3 (commencing with Section 1228) of Title 8 of Part 2).

(E) The tax credits established pursuant to Sections 12209, 17053.57, and 23657 of the Revenue and Taxation Code.

(F) The federal Department of Housing and Urban Development funds, such as the Emergency Solutions Grant program (42 U.S.C. Sec. 11371 et seq.).

(G) The federal Department of Veterans Affairs Supportive Services for Veteran Families program (38 U.S.C. Sec. 2044).

(H) Social Innovation Funds established by the Corporation for National and Community Service pursuant to Section 12653k of Title 42 of the United States Code.

(I) The Edward Byrne Memorial Justice Assistance Grant Program (42 U.S.C. Sec. 3750 et seq.).

(3) Prioritize proposals that provide for all of the following:

(A) Mental health services, substance use disorder treatment services, misdemeanor diversion programs, or some combination thereof.

(B) Housing-related assistance that utilizes evidence-based models, including, but not limited to, those recommended by the federal Department of Housing and Urban Development. Housing-related assistance may include, but is not limited to, the following:

(i) Financial assistance, including security deposits, utility payments, moving-cost assistance, and up to 24 months of rental assistance.

(ii) Housing stabilization assistance, including case management, relocation assistance, outreach and engagement, landlord recruitment, housing navigation and placement, and credit repair.

(C) Other community-based supportive services, such as job skills training, case management, and civil legal services.

(4) Prioritize proposals that leverage existing contracts, partnerships, memoranda of understanding, or other formal relationships to provide one or more of the services prioritized in paragraph (3).

(5) Prioritize proposals put forth by a public agency in partnership with a philanthropic or nonprofit organization.

(6) Prioritize proposals that promote interagency and regional collaborations.

(7) Consider ways to promote services for people with offenses identical or similar to those addressed by the Safe Neighborhoods and Schools Act of 2014, without precluding assistance to a person with other offenses in his or her criminal history.

(8) Consider geographic diversity.

(9) Consider appropriate limits for administrative costs and overhead.

(10) Consider proposals that provide services to juveniles.

(11) Permit proposals to expand the capacity of an existing program and prohibit proposals from using the fund to supplant funding for an existing program.

SEC. 5.

The Legislature finds and declares that this act furthers the intent of the Safe Neighborhoods and Schools Act enacted by Proposition 47 at the November 4, 2014, general election.

Attachment C: Proposition 47 Cohort 3 Grantees

The following Public Agencies are current Proposition 47 Cohort 3 Grantees and are INELIGIBLE to apply for Proposition 47 Cohort 4 Grant Funds:

Alameda County Health Care Services Agency
Contra Costa County Office of the Public Defender
Corona-Norco Unified School District
Kern County Behavioral Health & Recovery Services
Los Angeles, City of, City Attorney's Office
Los Angeles, City of, Mayor's Office of Economic Opportunity
Los Angeles County – **All County Public Agencies***
Merced County Probation Department
Monterey County Health Department
Pasadena, City of, Public Health Department
Placer County Health & Human Services
San Diego County Chief Administrative Office
San Francisco Department of Public Health
Santa Barbara County Department of Behavioral Wellness
Santa Clara County Behavioral Health Services Department
Santa Cruz County Probation Department
Siskiyou County Health and Human Services Agency
Solano County Department of Health & Social Services
Tehama County Department of Education
Yolo County Health & Human Services Agency

**While LA County public agencies are ineligible, city public agencies and non-county public agencies within Los Angeles County are eligible. Please contact the BSCC with questions.*

Attachment D: Glossary of Key Terms

Behavioral Health Services
The promotion of mental health, resilience, and wellbeing; the treatment of mental and substance use disorders; and the support of those who experience and/or are in recovery from these conditions, along with their families and communities.

Case Management
A collaborative process which assesses, plans, implements, coordinates, monitors, and evaluates the options and services required to meet an individual's health needs, using communications and available resources to promote quality, cost effective outcomes[4].

Community Defined Practices
A set of practices that communities have used and determined by community consensus over time, and which may or may not have been measured empirically but have reached a level of acceptance by the community (Martinez, 2008). CDE practices are bottom-up/ground-up practices that come from the community and the organizations or providers who serve them. Unlike most EBPs, CDE practices are developed specifically to address the unmet needs and strengths of a cultural group; they are rooted in the community's worldview and its historical and social contexts (Community Defined Evidence Project [CDEP] Preliminary Quantitative and Qualitative Findings, 2009). CDEPs often incorporate cultural activities, cultural education, and exploration of strengths and skill development, rather than focusing solely or primarily on symptoms and health challenges (Swart, Friesen, Holman, & Aue, 2009)[5].

Cultural Competence
Cultural competency is a developmental process in which one achieves increasing levels of awareness, knowledge, and skills along a continuum, improving one's capacity to work and communicate effectively in cross-cultural situations. Strategies for practicing cultural competency include:

- Learning about your own and others' cultural identities
- Combating bias and stereotypes
- Respecting others' beliefs, values, and communication preferences
- Adapting your services to each patient's unique needs
- Gaining new cultural experiences

Cultural Humility
Cultural humility is a reflective process of understanding one's biases and privileges, managing power imbalances, and maintaining a stance that is open to others in relation to aspects of their cultural identity that are most important to them[6].

Strategies for practicing cultural humility include:

- Practicing self-reflection, including awareness of your beliefs, values, and implicit biases
- Recognizing what you don't know and being open to learning as much as you can

[4] Source: Case Management Society of America
[5] https://cars-rp.org/_MHTTC/docs/CDE-Evaluation-Resource-Compendium-PS-MHTTC.pdf
[6] https://thinkculturalhealth.hhs.gov/assets/pdfs/resource-library/clas-clc-ch.pdf

- Being open to other people's identities and empathizing with their life experiences
    - Acknowledging that the patient is their own best authority, not you
    - Learning and growing from people whose beliefs, values, and worldviews differ from yours

Crisis Residential Treatment Programs
A short-term residential program that provides a less restrictive alternative hospitalization. Provides treatment for adults with mental health crisis that require 24-hour support in order to return to community living.

Diversion Programs
In the context of criminal law, diversion refers to diverting an individual out of the criminal justice system by having them complete a diversion program rather than be incarcerated or serve another alternative sentence. Criminal charges are typically dropped when an individual successfully completes a diversion program. The purpose of a diversion program is to effect rehabilitation while avoiding the stigma of a criminal conviction.

A diversion program allows the individual to avoid prosecution by completing various requirements for the program. These requirements could include:

1. Education aimed at preventing future offenses by the offender;
2. Restitution to victims of the offense;
3. Completion of community service hours;
4. Avoiding situations for a specified period of time in the future that may lead to committing another such offense.

Diversion programs are usually only available to individuals charged with misdemeanors and nonviolent felonies involving drugs or alcohol. In some jurisdictions, diversion may be available to individuals charged with domestic violence, child abuse or neglect, traffic-related offenses, or even writing bad checks. Diversion programs are primarily governed by state laws, which vary by state.

Goals and Objectives
Goals and objectives are terms in common use, sometimes used interchangeably because both refer to the intended results of program activities. Goals are longer-term than objectives, more broadly stated and govern the specific objectives to which program activities are directed.

In proposals, goals are defined by broad statements of what the program intends to accomplish, representing the long-term intended outcome of the program[7].

Examples of goal statements[8]:

- To reduce the number of serious and chronic juvenile offenders.
- To divert nonviolent juvenile offenders from state juvenile correctional institutions.
- To restore the losses suffered by the victims of crimes.

[7] Justice Research and Statistics Association, Juvenile Justice Evaluation Center. (2003, June). *Juvenile Justice Program Evaluation: An overview (Second Edition).* Retrieved from http://www.jrsa.org/njjec/publications/program-evaluation.pdf. *See also* New York State Division of Criminal Justice Services. *A Guide to Developing Goals and Objectives for Your Program.* Retrieved from http://www.criminaljustice.ny.gov/ofpa/goalwrite.htm.
[8] *Id. at p. 4.*

Objectives are defined by statements of specific, measurable aims of program activities[9]. Objectives detail the tasks that must be completed to achieve goals[10]. Descriptions of objectives in the proposals should include three elements[11]:

1. Direction – the expected change or accomplishment (e.g., improve, maintain);
2. Timeframe – when the objective will be achieved; and
3. Target Population– who is affected by the objective.

Examples of program objectives[12]:

- By the end of the program, young, drug-addicted juveniles will recognize the long-term consequences of drug use.
    - To place eligible juveniles in an intensive supervision program within two weeks of adjudication to ensure offender accountability and community safety.
- To ensure that juvenile offenders carry out all of the terms of the mediation agreements they have worked out with their victims by program completion.

Housing Models (Examples)

A. Bridge Housing
Transitional housing that is used as a short-term stay when an individual has been offered and accepted a permanent housing intervention, but access to that permanent housing is still being arranged.
Source: Department of Veterans Affairs

B. Housing First
An approach that centers on providing homeless people with housing quickly and then providing services as needed. What differentiates a Housing First approach from other strategies is that there is an immediate and primary focus on helping individuals and families quickly access and sustain permanent housing. This approach has the benefit of being consistent with what most people experiencing homelessness want and seek help to achieve. Housing First programs share critical elements.

- There is a focus on helping individuals and families access and sustain rental housing *as quickly as possible and the housing is not time-limited*;
- A variety of services are delivered primarily following a housing placement to promote housing stability and individual well-being;
- Such services are time-limited or long-term depending upon individual need; and
- Housing is not contingent on compliance with services – instead, participants must comply with a standard lease agreement and are provided with the services and supports that are necessary to help them do so successfully.

Source: National Alliance to End Homelessness

[9] National Center for Justice Planning. Overview of Strategic Planning. *Where Do We Want to Be? Goals and Objectives.* Retrieved from http://ncjp.org/strategic-planning/overview/where-do-we-want-be/goals-objectives.
[10] *Id.; see supra* fn 1.
[11] Justice Research and Statistics Association, Juvenile Justice Evaluation Center. (2003, June). *Juvenile Justice Program Evaluation: An overview (Second Edition)* p. 5. Retrieved from http://www.jrsa.org/njjec/publications/program-evaluation.pdf.
[12] *Id.*

C. Permanent Supportive Housing

Supportive housing is an evidence-based housing intervention that combines non-time-limited affordable housing assistance with wrap-around supportive services for people experiencing homelessness, as well as other people with disabilities. Research has proven that supportive housing is a cost-effective solution to homelessness, particularly for people experiencing chronic homelessness. Study after study has shown that supportive housing not only resolves homelessness and increases housing stability, but also improves health and lowers public costs by reducing the use of publicly funded crisis services, including shelters, hospitals, psychiatric centers, jails, and prisons.
Source: U.S. Interagency Council on Homelessness

D. Rapid Rehousing

Rapid re-housing is an intervention designed to help individuals and families quickly exit homelessness and return to permanent housing. Rapid re-housing assistance is offered without preconditions — like employment, income, absence of criminal record, or sobriety — and the resources and services provided are tailored to the unique needs of the household.

- Rapid re-housing has the following core components:
  - Housing Identification
  - Recruit landlords to provide housing opportunities for individuals and families experiencing homelessness.
  - Address potential barriers to landlord participation such as concern about short term nature of rental assistance and tenant qualifications.
  - Assist households to find and secure appropriate rental housing.
  - Rent and Move-In Assistance
  - Provide assistance to cover move-in costs, deposits, and the rental and/or utility assistance (typically six months or less) necessary to allow individuals and families to move immediately out of homelessness and to stabilize in permanent housing.
  - Rapid Re-Housing Case Management and Services
  - Help individuals and families experiencing homelessness identify and select among various permanent housing options based on their unique needs, preferences, and financial resources.
  - Help individuals and families experiencing homelessness address issues that may impede access to housing (such as credit history, arrears, and legal issues).
  - Help individuals and families negotiate manageable and appropriate lease agreements with landlords.
  - Make appropriate and time-limited services and supports available to families and individuals to allow them to stabilize quickly in permanent housing.
  - Monitor participants' housing stability and be available to resolve crises, at a minimum during the time rapid re-housing assistance is provided.
  - Provide or assist the household with connections to resources that help them improve their safety and well-being and achieve their long-term goals. This includes providing or ensuring that the household has access to resources related to benefits, employment, and community-based services

(if needed and appropriate), so that they can sustain rent payments independently when rental assistance ends.
  - Ensure that services provided are client-directed, respectful of individuals' right to self-determination, and voluntary. Unless basic program-related case management is required by statute or regulation, participation in services should not be required to receive rapid re-housing assistance.
Source: U.S. Interagency Council on Homelessness

E. Recovery Residence:

For the purposes of this section, "recovery residence" means a residential dwelling that provides primary housing for individuals who seek a cooperative living arrangement that supports personal recovery from a substance use disorder and that does not require licensure by the department or does not provide licensable services. A recovery residence may include, but is not limited to, residential dwellings commonly referred to as "sober living homes," "sober living environments," or "unlicensed alcohol and drug free residences." *** (HSC 11833.05. (c)

F. Sober Living Homes

A supportive alcohol and drug free living environment for individuals attempting to maintain abstinence from alcohol or drugs in their life. Such programs do not mandate treatment but strongly encourage participation in 12-step support groups. These group living environments offer transitional space for people living incarceration, formal addiction treatment centers or other residential placement. They typically employ house rules which may include curfews, house chores or duties and other rules related to conduct. The participant is generally responsible for their rent and encouraged to work and engage in all other normal life functions from within a peer-supported environment.

G. Transitional Housing

Transitional Housing: a project that is designed to provide housing and appropriate supportive services to homeless persons to facilitate movement to independent living. The housing is short-term, typically less than 24 months. In addition to providing safe housing for those in need, other services are available to help participants become self-sufficient.
Source: U.S. Department of Housing and Urban Development

Process Evaluation[13]

The purpose of the process evaluation is to assess how program activities are being carried out in accordance with goals and objectives. Process measures are designed to answer the question: "What is the program actually doing and is this what we planned it to do?"

Examples of process measures could include:

- Project staff have been recruited, hired and trained according to the proposal.
- Activities/strategies have been implemented on time according to the proposal.
- Number of interagency agreements entered into by the program compared to the number planned.

[13]Justice Research and Statistics Association, Juvenile Justice Evaluation Center. (2003, June). *Juvenile Justice Program Evaluation: An overview (Second Edition)* p. 7. Retrieved from http://www.jrsa.org/njjec/publications/program-evaluation.pdf.

- Number of trainings conducted.
- Number of neighborhood meetings conducted.

Outcome Evaluation[14]
The purpose of the outcome evaluation is to identify whether the program "worked" in terms of achieving its goals and objectives. Outcome measures are designed to answer the question: "What results did the program produce?"

Examples of outcome measures include:
- Results of pre/post surveys (e.g., changes in the reported confidence/trust in law enforcement among community members).
- Implementation of regular, ongoing community forums where law enforcement/community dialogue takes place.
- Changes in policies at the Lead Agency level to reflect procedural justice principles.

In an evidence-based practice approach, outcome evaluations must include not only the measures but also analysis of the extent to which the measured results can be attributed to the program rather than to coincidence or alternative explanations.

Mental Health Services (Examples)

- Outreach and Engagement
- Precrisis and Crisis Services
- Comprehensive Evaluation and Assessment.
- Individual Service Plan
- Medication Education and Management
- Case Management
- Twenty-four Hour Treatment Services
- Rehabilitation and Support Services
- Individual and Group Counseling
- Day treatment programs
- Collateral services
- Peer support specialist services
- Community health worker services
- Vocational Rehabilitation
- Inpatient and Residential Services, including adult residential, crisis residential, and peer residential services

Recidivism
Recidivism is defined as conviction of a new felony or misdemeanor committed within three years of release from custody or committed within three years of placement on supervision for a previous criminal conviction.[15]

Restorative Justice
Restorative practice is a social science that studies how to improve and repair relationships between people and communities. The purpose is to build healthy communities, increase

[14] *Id* at pp. 7-8.
[15] Pen. Code, § 6046.1 subd. (d). "Committed" refers to the date of offense, not the date of conviction.

social capital, decrease crime and antisocial behavior, repair harm and restore relationships.[16]

Substance Use Disorder Treatment (Examples)
According to the Substance Abuse and Mental Health Services Administration, a treatment system for substance use disorders could be comprised of multiple service components, including, but not limited to the following:

- Individual and group counseling
- Inpatient and residential treatment
- Intensive outpatient treatment
- Partial hospital programs
- Narcotic treatment program/opioid treatment program
- Contingency management
- Case or care management
- Medication
- Recovery support services
- 12-Step fellowship
- Peer supports

Other services that may qualify could include:

- Withdrawal management
- Culturally rooted community healing practices

Trauma-Informed Care[17]
According to the Substance Abuse and Mental Health Services Administration, "A program, organization, or system that is trauma-informed:

- Realizes the widespread impact of trauma and understands potential paths for recovery;
- Recognizes the signs and symptoms of trauma in clients, families, staff, and others involved with the system;
- Responds by fully integrating knowledge about trauma into policies, procedures, and practices; and
- Seeks to actively resist re-traumatization

SAMHSA's concept of trauma-informed care is guided by six key principles:

- Safety
- Trustworthiness and transparency
- Peer support
- Collaboration and mutuality
- Empowerment, voice, and choice
- Cultural, historical, and gender issues

[16] Braithwaite, John (2004-01-01). "Restorative Justice and De-Professionalization". The Good Society. 13 (1): 28–31. doi:10.1353/gso.2004.0023. ISSN 1538-9731. S2CID 143707224.
[17] Substance Abuse and Mental Health Services Administration, U.S. Department of Health and Human Services. *Trauma-informed Approach and Trauma-Specific Interventions.* Retrieved July 22, 2016, from http://www.samhsa.gov/nctic/trauma-interventions

Attachment E: Proposition 47 Local Advisory Committee Membership Roster

Required Attachment: Applicants will be prompted to upload this document from the BSCC Proposition 47 webpage to the BSCC Submittable Application Portal.

Lead Agency:

Individual Name	Job Title	Agency/Organization

Attachment F: Proposition 47 Local Advisory Committee Letter of Agreement

Required Attachment: Applicants will be prompted to upload this document from the BSCC Proposition 47 webpage to the BSCC Submittable Application Portal.

Note: This letter is to be signed by Lead Agency and all members of the Proposition 47 Local Advisory Committee. Photocopies of signatures and/or e-signatures are acceptable. Include additional signature lines as necessary.

(Date)

This is a letter of agreement between **(Lead Agency)** and all organizations listed herein for the purposes of applying for the Proposition 47 Grant. All organizations listed herein agree to participate on the local **Proposition 47 Local Advisory Committee** led by **(Lead Agency)** using a collaborative approach. This advisory body will, at a minimum, advise the Lead Agency on:

- How to identify and prioritize the most pressing needs to be addressed (to include target population, target area, etc.);
- How to identify the strategies, programs and/or services to be undertaken to address those needs;
- The development of the grant project; and
- Ongoing implementation of the grant project.

(Note: Applicants may provide additional information; e.g., explain the detail of collaboration, list the services or support, provide dates and timelines, etc.)

Signed in mutual agreement,

LEAD PUBLIC AGENCY SIGNATURE

X_____
Signature
Name, Title
Name of Lead Agency
Address

PROPOSITION 47 LOCAL ADVISORY COMMITTEE MEMBER SIGNATURES

X_____
Signature
Name, Title
Name of Partner Organization
Address

X_____
Signature
Name, Title
Name of Partner Organization
Address

Attachment G: Sample Governing Board Resolution

Instructions: Before grant funds can be reimbursed, a prospective grantee must either (1) submit a resolution from its Governing Board that delegates authority to the individual authorized to execute the grant agreement or (2) provide sufficient documentation indicating that the prospective grantee has been vested with plenary authority to execute grant agreements (e.g., a municipal ordinance or county ordinance/charter delegating such authority to a city manager or county executive officer or other governing board resolution delegating authority).

Below is assurance language that, at a minimum, must be included in the resolution submitted to the Board of State and Community Corrections.

A Governing Board Resolution does not have to be uploaded at the time of submission but must be submitted in order for the Grant Agreement to be executed.

WHEREAS the ***(insert name of Lead Agency)*** desires to participate in the Proposition 47 Grant administered by the Board of State and Community Corrections (hereafter referred to as BSCC).

NOW, THEREFORE, BE IT RESOLVED that the ***(insert title of designated official)*** be authorized on behalf of the ***(insert name of Governing Board)*** to submit the grant proposal for this funding and sign the Grant Agreement with the BSCC, including any amendments thereof.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

BE IT FURTHER RESOLVED that the ***(insert name of Lead Agency)*** agrees to abide by the terms and conditions of the Grant Agreement as set forth by the BSCC.

Passed, approved, and adopted by the ***(insert name of Governing Board)*** in a meeting thereof held on ***(insert date)*** by the following:

Ayes:
Notes:
Absent:
Signature: _____ Date: _____

Typed Name and Title: _____

ATTEST: Signature: _____ Date: _____

Typed Name and Title: _____

Attachment H: Proposition 47 Project Work Plan

Required Attachment: Applicants will be prompted to upload this document from the BSCC Proposition 47 webpage to the BSCC Submittable Application Portal.

Instructions: Applicants must complete a Project Work Plan, using the format below. Completed Project Work Plans should (1) identify the project's top goals and objectives; (2) identify how the top goals will be achieved in terms of the activities, responsible staff/partners, and start and end dates; and (3) provide goals, objectives, and measures with a clear relationship to the need and intent of the grant. A minimum of three goals and corresponding objectives, process measures, etc. must be identified.

(1) Goal:	>			
Objectives (A., B., etc.)	>			
Process Measures and Outcome Measures:	>			
Project activities that support the identified goal and objectives:		Responsible staff/partners:	Timeline	
			Start Date	End Date
>		>	>	>
List data and sources to be used to measure outcomes: >				

(2) Goal:	>
Objectives (A., B., etc.)	>

Process Measures and Outcome Measures:	>		
Project activities that support the identified goal and objectives:	Responsible staff/partners:	Timeline	
		Start Date	End Date
>	>	>	>
List data and sources to be used to measure outcomes: >			

(3) Goal:	>		
Objectives (A., B., etc.)	>		
Process Measures and Outcome Measures:	>		
Project activities that support the identified goal and objectives:	Responsible staff/partners:	Timeline	
		Start Date	End Date
>	>	>	>
List data and sources to be used to measure outcomes: >			

Appendix A: Proposition 47 Executive Steering Committee Roster

Proposition 47 Executive Steering Committee

	Name	Title / Organization
1	Gaard, Janet	Retired Judge, BSCC Board Member, Chair
2	Barnes-Lopez, Naomi	Mental Health CSU, Orange County, Team Lead/Clinician II
3	Brooks, D'Andre	The Children's Initiative, San Diego, Juvenile Justice Associate
4	Brown-Taylor, Christine	San Diego County Sheriff's Department, Retired
5	Cabrera, Michelle	Behavioral Health Directors Association of CA, Sacramento, Executive Director
6	Dzubay, Jeremy	Monterey County Public Defender's Office, Assistance Public Defender
7	Hanna, Sylvia	Tulare County Superior Court, Judge
8	Jenkins, Mack	Council on Criminal Justice & Behavioral Health, Retired Probation Chief
9	Kuhns, Richard	County of Trinity, County Administrative Office (CAO)
10	McClain, Kevin	Community Housing Partnership, Sacramento, Exec Administrative Manager
11	Miramontes, Amber	Tulare County Public Defender's office, Supervising Attorney
12	Villamil, Denise	Southern California Crossroads, Executive Director
13	White, Dorothea	Valley State Prison, CDCR, SSMI, Employee Relations officer

Appendix B: Criteria for Non-Governmental Organizations Receiving BSCC Grant Subawards

Required Attachment: Applicants will be prompted to upload this document from the BSCC Proposition 47 webpage to the BSCC Submittable Application Portal.

Instructions: The form on the following page must be submitted with the proposal even if there are no plans to subcontract at the time of submission, or if the name of the subcontract party is unknown. In either of these cases, the applicant should write "N/A" in the Name of Subcontracted Party column and complete the signature box. A signature on this form provides an assurance to BSCC that the signing authority has read and acknowledged these terms.

The Proposition 47 Request for Proposals (RFP) includes requirements that apply to non-governmental organizations (NGOs)[18] providing services with grant funds. Grantees are responsible for ensuring that all contracted third parties continually meet these requirements as a condition of receiving any Proposition 47 funds. The RFP describes these requirements as follows:

Any non-governmental organization that receives Proposition 47 grant funds (as either a direct grantee, subgrantee, or subcontractor) must:

- Have been duly organized, in existence, and in good standing for at least six (6) months prior to the effective date of its Proposition 47 Grant Agreement with the BSCC or with the start date of the grantee's subcontract agreement;
    - Non-governmental entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six (6) month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the Grant Agreement with the BSCC or the start date of the grantee's subcontract agreement;
- Be registered with the California Secretary of State's Office, if applicable;
- Be registered with the California Office of the Attorney General, Registry of Charitable Trusts, if applicable;
- Have a valid Employer Identification Number (EIN) or Taxpayer ID (if sole proprietorship);
- Have a valid business license, if applicable;
- Have no outstanding civil judgments or liens; and
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable.

Completing the NGO Assurance

1. Provide the name of the Applicant Agency (the Grantee).
2. List all contracted parties (if known*).
3. Check Yes or No to indicate if each contracted part meets the requirements.
4. Sign and submit with the proposal.

***Note:** If the name of the contracted part is unknown, write TBD in the "Name of Contracted Party" field and sign the document.

[18] Non-Governmental Organizations (NGOs) include community-based organizations, faith-based organizations, non-profit organizations/501(c)(3)s, for profit service providers, evaluators (except government institutions such as universities), grant management companies and any other non-governmental agency or individual.

NOTE: These criteria do not apply to government organizations (e.g., counties, cities, school districts, etc.).

In addition to the administrative criteria listed above, any non-governmental, community-based organization that receives Proposition 47 grant funds must have a proven track record working with the target population and the capacity to support data collection and evaluation efforts.

In the table below, provide the name of the Lead Public Agency (the Grantee) and list all contracted parties (if known).

Proposition 47 Grant Program
Non-Governmental Organization Assurances

Name of Applicant:

Name of Subcontracted Party	Address	Email/Phone	Meets All Requirements
			Yes ☐ No ☐
			Yes ☐ No ☐
			Yes ☐ No ☐
			Yes ☐ No ☐

Grantees are required to update this list and submit it to BSCC any time a new third-party contract is executed after the initial assurance date. Grantees shall retain (on-site) applicable source documentation for each contracted party that verifies compliance with the requirements listed in the RFP. These records will be subject to the records and retention language found in the Standard Agreement.

The BSCC will not reimburse for costs incurred by any third party that does not meet the requirements listed above and for which the BSCC does not have a signed grantee assurance on file.
A signature below is an assurance that all requirements listed above have been met.

AUTHORIZED SIGNATURE
This document must be signed by the person who is authorized to sign the Grant Agreement.

NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
STREET ADDRESS	**CITY**	**STATE**	**ZIP CODE**

APPLICANT'S SIGNATURE (e-signature acceptable)	DATE
X	

Appendix C: Certification of Compliance with BSCC Policies Regarding Debarment, Fraud, Theft, and Embezzlement

Required Attachment: Applicants will be prompted to upload this document from the BSCC Proposition 47 webpage to the BSCC Submittable Application Portal

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to applicants that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

By checking the following boxes and signing below, applicant affirms that:

[ ] I/We are not currently debarred by any federal, state, or local entity from applying for or receiving federal, state, or local grant funds.

[ ] I/We have not been convicted of any crime involving theft, fraud, or embezzlement of federal, state, or local grant funds within the last three years. We will notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

[ ] I/We will hold subgrantees and subcontractors to these same requirements.

A grantee may make a request in writing to the Executive Director of the BSCC for an exception to the debarment policy. Any determination made by the Executive Director shall be made in writing.

AUTHORIZED SIGNATURE **(This document must be signed by the person who is authorized to sign the Grant Agreement.)**			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
STREET ADDRESS	CITY	STATE	ZIP CODE
APPLICANT'S SIGNATURE (**(e-signature acceptable)**) **X**			DATE

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

MINUTES **2/25/2025**
CITY COUNCIL **REGULAR MEETING**

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: Robert Fisher, Acting City Manager
Laurie Sampson, Assistant City Manager
`
John Pinkney, Interim City Attorney
Vickie Sellers, City Clerk
Caroline Patton, Administrative City Clerk
John Garside, Multimedia Specialist
Lincoln Bogard, Administrative Services Director
Art Vela, Director of Public Works
Barbara Mason, Purchasing Manager

1. CALL TO ORDER

Mayor Flynn called the regular meeting to order at 7:28 p.m.

1.1. Invocation – Pastor Preston Norman led the invocation.

1.2. Pledge of Allegiance

1.3. Roll Call

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

2. AGENDA APPROVAL

2.1. Approve Agenda

Motion to approve the agenda, moving 9.2 to follow the consent agenda.

Motion by Council Member Wallace
Seconded by Council Member Miller

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Barrington, Cynthia	✕				
Flynn, Sheri	✕				
Miller, Leroy	✕				
Royce, Richard	✕				
Wallace, Colleen	✕				

Motion approved by a vote of 5-0.

3. PRESENTATIONS

3.1 Proclamation - Procurement Month

Purchasing Manager Barbara Mason accepted the proclamation on behalf of her staff. She spoke to their role within the city and the importance of procurement professionals in organizations.

4. REPORT ON CLOSED SESSION

John Pinkney, Interim City Attorney, reported that:

- For agenda item 3.1, there was no reportable action.
- For agenda items 3.2 to 3.4, there was direction given to legal counsel with no final or reportable action.

5. PUBLIC COMMENTS, CORRESPONDENCE, APPOINTMENTS, CITY COUNCIL COMMITTEE REPORTS, CITY MANAGER REPORT, AND CITY ATTORNEY REPORT

5.1. PUBLIC COMMENTS

The following individuals addressed City Council during Public Comment:

- **Karen Woodard** commented on behalf of the Morongo Band of Mission Indians, stating they were in support of the Banning Municipal Airport closure. She said the Tribe urged the council to move forward with the closure.
- **Stuart MacKenzie** said that after the rain there was a persistent wet area. The City's water department responded and corrected the leak in the pipe. He thanked the police for cleaning up along the railroad.
- **Juanita Diaz** commented that not all clean-ups should fall on the city. She said she thought the public should be able to do clean-ups with city equipment. She also mentioned starting a skating and bike-riding group.
- **Errol Ross** spoke to cleaning up neighborhoods in the city. He commented on trash along the freeway and broken-down cars.

5.2. CORRESPONDENCE

There was one item of correspondence received and read into the record.

- **Kathleen Kretchman Thornton** commented on the City Treasurer and city finances, the efficiency of City Council meetings, the City Manager's leave and implications for the city, as well as the Acting City Manager. She stated concerns about the elimination of critical staff, the lack of direction of City Council, and the need for transparency.

5.3. APPOINTMENTS
None

5.4. CITY COUNCIL COMMITTEE REPORTS
Council Member Wallace reported on a meeting for Blue Zones that occurred in Banning. He said they would be focusing on the amount of liquor and tobacco stores in the city.

Mayor Pro Tem Royce had no report.

Council Member Barrington had no report.

Council Member Miller reported on the Blue Zones Summit, which discussed housing and safe routes to school in the community.

Mayor Flynn reported on a ribbon cutting, the Riverside County Transportation Commission (RCTC) annual workshop, and a Western Riverside County Council of Governments (WRCOG) meeting.

5.5. CITY MANAGER REPORT
Acting City Manager Robert Fisher shared a new email for graffiti. He said Code Enforcement is now under the control of Sergeant Vaca in the Police Department.

5.6. CITY ATTORNEY REPORT
Interim City Attorney Pinkney reminded the City Council of several procedural rules.

5.7. CITY TREASURER REPORT
City Treasurer Savage again requested her report be included in the meeting minutes in full. She said what was once a title is now a real role, thanking the Acting City Manager for her new office and city cell phone. She reported on several changes she had made and requested a City Council resolution allowing her to sign the city's checks. She shared how to access the staff's Transparency Portal to track all city finances.

6. CONSENT AGENDA

6.1 Approval of the Meeting Minutes for the February 11, 2025, City Council Meetings
6.2 Receive and File Accounts Payable and Payroll Warrants Issued in the Month of January 2025
6.3 Receive and File Cash and Investments Report for the Month of January 2025
6.4 Receipts, Disbursements, & Fund Balances Reporting for Fiscal Year 2024-25, Periods 7, January 2025
6.5 Receive and File Police Department Statistics for the Month of January 2025
6.6 Receive and File Fire Protection Services Statistics for the Month of January 2025
6.7 Public Works Capital Improvement Project Tracking List
6.8 Receive and File Code Enforcement Statistics for the Month of January 2025
6.9 Receive and File Contracts Approved Under the City Manager's Signature Authority and Inventory Reports for January 2025
6.10 City Council Travel and Conference Expense Report Year to Date Through January 2025
6.11 Community Cleanup and Compost Giveaway Event Update Recommendation

6.12 Consideration of Resolution 2025-24, Approving the Acceptance of the Distribution of the FY23 State Homeland Security Program (SHSP) Grant Award of $161,383

6.13 Consideration of Resolution 2025- 25, Approving an Agreement with Pyro Spectaculars, Inc. for Production of the Fourth of July Aerial Fireworks Display

6.14 Consideration of Resolution 2025-26, Approving a Short-Term Rental Agreement with Orlando Cobos for Use of City -Owned Property located at 150 East Ramsey Street in Banning for a series of Acrobatic Shows

6.15 Consideration of Resolution 2025-27, Approving Final Tract Maps 37389- 4, 37389-6, and 37389 and Release the Maps for Recordation; Authorize Staff to Sign the Subdivision Improvement Agreements and Final Tract Maps; Accept Faithful Performance and Labor Bonds for Public Improvements

6.16 Consideration of Resolution 2025-28, Approving a Sole Source Contract with Rick Engineering, Inc. for the Continuation of the Design of Ramsey Street Water Main Replacement in the Amount of $156,224.03

Public Comment
None

Motion to adopt consent agenda items 6.2 through 6.9, 6.11 through 6.12, and 6.14 through 6.16.

Motion by Mayor Pro Tem Royce
Seconded by Mayor Flynn

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Barrington, Cynthia	✕				
Flynn, Sheri	✕				
Miller, Leroy	✕				
Royce, Richard	✕				
Wallace, Colleen	✕				

Motion approved by a vote of 5-0.

6.1 Approval of the Meeting Minutes for the February 11, 2025, City Council Meetings

Administrative City Clerk Caroline Patton answered City Council questions.

Public Comment
None

Motion to approve the meeting minutes for February 11, 2025, with the amendment to item 5.1 changing one of the names from Laura to Linda (Pippenger).

Motion by Council Member Barrington
Seconded by Council Member Wallace

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Barrington, Cynthia	✕				
Flynn, Sheri	✕				
Miller, Leroy	✕				
Royce, Richard	✕				
Wallace, Colleen	✕				

Motion approved by a vote of 5-0.

6.10 City Council Travel and Conference Expense Report Year to Date Through January 2025

Barbara Mason, Purchasing Manager, answered City Council questions. Mayor Flynn asked about missing charges in the report. Mason explained that the report is through January 31, 2025, and there is a lag between the charge being made and the entry into the financial system. Mayor Flynn made several suggestions for updating the report.

6.13 Consideration of Resolution 2025-25, Approving an Agreement with Pyro Spectaculars, Inc. for Production of the Fourth of July Aerial Fireworks Display

Ralph Wright, Parks and Recreation Director, answered City Council questions. Council Member Barrington asked about the event attendance and scope of the fireworks show (ground and aerial show components). Barrington asked what other funds are expended for the event and Wright reported it was about $38,000 total.

Public Comment

- **Lynnea Hagen** spoke in opposition to fireworks. She said the wind and fires are too risky. She suggested the city look into digital fireworks.
- **Frank Connolly** said the event is well attended and one of the few city-led events. He suggested approval of the resolution.

Motion to adopt Resolution 2025-25.

Motion by Mayor Flynn
Seconded by Mayor Pro Tem Royce

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Barrington, Cynthia	✕				
Flynn, Sheri	✕				
Miller, Leroy	✕				
Royce, Richard	✕				
Wallace, Colleen	✕				

Motion approved by a vote of 5-0.

9.2. Discussion of Next Steps in the Banning Electric Utility Financial Recovery Plan

Lincoln Bogard, Administrative Services Director, and Art Vela, Director of Public Works, presented the staff report. Eric, a consultant, commented that the restructuring aspect is important to create a lower payment foundation to reduce the pressure on the ratepayer.

Public Comment

- **Frank Connolly** commented on the options before Council. He said he thought the city should explore refinancing the bonds completely.

Council Member Barrington said she wanted to reduce the impacts on the ratepayer. Staff explained Council had already approved the 13.9-percent increase and it had taken effect. Barrington said that although the rates were in place, no one had received a bill. She said she thought they should stick to what Council already agreed on because the timing (of another rate increase) was not good.

Staff explained they were seeking a consensus from the new Council.

Motion to approve Option 1.

Motion by Council Member Wallace
No second.

Motion to approve Option 2.

Motion by Mayor Flynn
No second.

Motion to approve Option 1.

Motion by Council Member Miller
Seconded by Council Member Wallace

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Barrington, Cynthia	✕				
Flynn, Sheri		✕			
Miller, Leroy	✕				
Royce, Richard		✕			
Wallace, Colleen	✕				

Motion approved by a vote of 3-2.

7. PUBLIC HEARING(S)

None

8. REPORTS OF OFFICERS

8.1 Consideration of Resolution 2025-29, Approving a Construction Agreement with Pacific Hydrotech Corporation for Project No. 2022-07W "M-12A Well Site Equipping and Improvements" in the Amount of $2,440,900 and Establishing a Total Project Budget of $2,684,990 and Rejecting All Other Bids

Art Vela, Director of Public Works, presented the staff report.

Public Comment
None
Council Member Barrington asked about what the city would be responsible for financially. Vela explained a lot of the grant is already expended, explaining it was for both Phase 1 and Phase 2.

Motion to adopt Resolution 2025-29.

Motion by Council Member Wallace
Seconded by Mayor Pro Tem Royce

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Barrington, Cynthia	✕				
Flynn, Sheri	✕				
Miller, Leroy	✕				
Royce, Richard	✕				
Wallace, Colleen	✕				

Motion approved by a vote of 5-0.

8.2 Consideration of Resolution 2025-30, Awarding a Progressive Design-Build Agreement for Phase 1 to AECOM Lyles JV for Project No. 2022-01W "Wastewater Treatment Plant and Recycled Water Upgrades" in the Amount of $3,998,627, and Approving a 10% Contingency for a Total Project Budget of $4,398,490

Art Vela, Director of Public Works, presented the staff report.

Council Member Royce asked about the use of brine beds. Council Member Barrington asked about the odor of the brine beds.

Public Comment
None

Motion to adopt Resolution 2025-30.

Motion by Council Member Miller
Seconded by Mayor Pro Tem Royce

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Barrington, Cynthia	✕				
Flynn, Sheri	✕				
Miller, Leroy	✕				
Royce, Richard	✕				
Wallace, Colleen	✕				

Motion approved by a vote of 5-0.

9. DISCUSSION ITEM(S)

9.1 Zencity Contract Presentation, Discussion and Direction

Lincoln Bogard, Administrative Services Director, explained that this item was under the purview of the City Manager, and he would not be giving the staff report. Mayor Flynn said they cannot discuss this without the contract, which was not attached, There was discussion about bringing this item back at a later date.

Public Comment

- **Stuart MacKenzie** said something like 40% of people don't feel safe in Banning. He said he felt the report was useless without the why or where.

Mayor Flynn reviewed her interactions with the program Zencity. She disagreed with a report it generated that stated residents were satisfied with the city's utility services.

Council Member Barrington noted the community survey was almost a year old and the survey online has never been updated.

Motion to table this item.

Motion by Council Member Wallace
Seconded by Mayor Flynn

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Barrington, Cynthia	✕				
Flynn, Sheri	✕				
Miller, Leroy	✕				
Royce, Richard	✕				
Wallace, Colleen	✕				

Motion approved by a vote of 5-0.

9.2 Discussion of Next Steps in the Banning Electric Utility Financial Recovery Plan
Moved to immediately follow the consent agenda under agenda item 2.1.

9.3 Discussion of a City of Banning Fire Hydrant Maintenance Program

Art Vela, Director of Public Works, presented the staff report.

Council Member Miller asked if the new installations included an emergency shut off. Vela confirmed there was a check valve that would engage in case of a car accident.

Mayor Flynn asked the distance the hydrants were allowed to be placed and Vela speculated it was 200-250 feet. Flynn asked if the city used a color-coded tagging system for hydrants and Vela responded that it does not.

Public Comment
None

10. ANNOUNCEMENTS FROM CITY COUNCIL MEMBERS

Council Member Wallace, Council Member Miller and Council Member Barrington all announced their upcoming Town Hall Meetings.

Mayor Flynn said she had been invited to speak at a private meeting of District Delegates of Sun Lakes.

11. ITEMS FOR FUTURE AGENDAS

11.1. New Items:

1. RFP for City Manager (Wallace)

Interim City Attorney Pinkney said that would be a premature addition at this time.

2. Evaluation of Acting City Manager (Miller)

Motion to add Evaluation of Acting City Manager to the Future Agenda Items.

Motion by Council Member Miller
Seconded by Council Member Wallace

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Barrington, Cynthia	✕				
Flynn, Sheri		✕			
Miller, Leroy	✕				
Royce, Richard	✕				
Wallace, Colleen	✕				

Motion approved by a vote of 4-1.

3. Patriot Tree (Barrington)

Art Vela, Director of Public Works, said that as part of the Atwell development, they're required to move the tree. Council Member Barrington said relocation would kill the tree.

4. Contractor(s) to do Citywide Cleanup (Flynn)
5. Resolution for Mayor/Treasurer to Sign All Checks (Flynn)

Motion to add a resolution for the Mayor/Treasurer to sign checks/warrants to the next regular meeting agenda.

Motion by Mayor Flynn
Seconded by Mayor Pro Tem Royce

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Barrington, Cynthia	✕				
Flynn, Sheri	✕				
Miller, Leroy	✕				
Royce, Richard	✕				
Wallace, Colleen	✕				

Motion approved by a vote of 5-0.

6. Review City Vehicle Maintenance (Royce)

11.2. Pending Items:

1. Update on Community Garden (Flynn)
2. ~~Zencity Contract (Flynn)~~
3. Developer Presentation on Sunset Crossroads Project (Flynn)
4. Contracting Animal Services (Flynn)
5. Code Enforcement Department Citations Process (Miller)
6. Emergency Preparedness (Barrington)
7. Changes to the Banning Procedural Manual (Royce)
8. ~~Report on a Policy and Program to Routinely Test All Fire Hydrants in the City (Flynn)~~
9. Tree Trimming at Repplier Park and near Sun Lakes (Flynn)
10. Discussion of Reversing Decision to Close Airport (Royce)
11. ~~Proposition 47 Workshop (Flynn)~~
12. Agenda Pagination, Reading Aloud Public Correspondence (Flynn)

13. ADJOURNMENT

Motion to adjourn.

Motion by Mayor Pro Tem Royce
Seconded by Mayor Flynn

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Barrington, Cynthia	✕				
Flynn, Sheri	✕				
Miller, Leroy	✕				
Royce, Richard	✕				
Wallace, Colleen	✕				

Motion approved by a vote of 5-0.

The meeting was adjourned at 9:29 p.m.

Minutes Prepared by:

Caroline Patton, Administrative City Clerk

This entire meeting and all associated documents may be viewed here:
https://banningca.granicus.com/ViewPublisher.php?view_id=1

ATTACHMENTS:

Exhibit A – Public Comment Received
Exhibit B – Agenda Item 9.2: Staff Presentation
Exhibit C – Agenda Item 8.2: Staff Presentation
Exhibit D – Agenda Item 8.2: Updated Attachment

Exhibit A

From: Raelene Kretchman Thornton <kretch48@gmail.com>
Sent: Wednesday, February 19, 2025 12:16 PM
To: Caroline Patton
Subject: Open Sesion Comments
Attachments: City Counci Meeting 2.25.pdf

Ms Patton Administrative City Clerk,

Please enter this in the records, and it is to be read as comments at the next city council meeting. I have tmed it and it can be read in under 3 minutes. Thank you for your assistance with this matter,

Warmest Regards,

Raelene Kretchman
950 S Bay Hill Rd Banning. CA

City Council Meeting Public Comments 2.25.25

Dear City Council,

I recently reached out to our new Treasurer regarding the city's financial status, and Mayor Pro Tem- Broyce responded with some insights. He stated the Treasurer is currently facing challenges due to a lack of office space and necessary equipment, which is hindering her ability to fulfill her responsibilities effectively. Additionally, he noted a shift in the city's financial situation, as our cash flow has transitioned from $20 million to a $10 million deficit. This raises a concern: why was he able to attain this information and such critical information is not readily accessible to our Treasurer for her financial report to the community at council meetings?

My concerns also extend to the efficiency of our city council meetings. It appears that council members are reviewing discussion items for the first time during these meetings. This lack of prior preparation leads to lengthy sessions that can be difficult to follow. To improve efficiency and coherency, council members should review agenda items in advance and come prepared with thoughtful questions.

Regarding Mr. Shulz's placement on administrative leave as City Manager, residents are seeking clarity on the" indefinite" duration of this leave and its financial implications for the city. There are also questions about the qualifications of the temporary City Manager, especially given his prior lawsuit against the city of Banning for wrongful termination. This situation raises further concerns about whether the city is compensating both the interim city manager and Mr. Shulz, and the financial impact on our community.

I am also concerned about the current Mayor's approach to the removal of critical city positions. Why the urgency? It appears she may be using her authority to settle personal grievances against those who have previously opposed her, which raises significant concerns about transparency. This behavior closely resembles that of the former mayor and is troubling for our community.

In light of the city's financial crisis, marked by the severe deficit and disorganization within the utility department, there is an urgent need for a clear and coherent vision from the City Council on how to address these pressing challenges. The current lack of direction is alarming.

Moreover, I have noticed that Councilwoman Barrington seems primarily focused on issues pertinent to her own district, often occupying a significant amount of time during meetings with her inquiries. This focus raises broader concerns about the overall direction of our leadership.

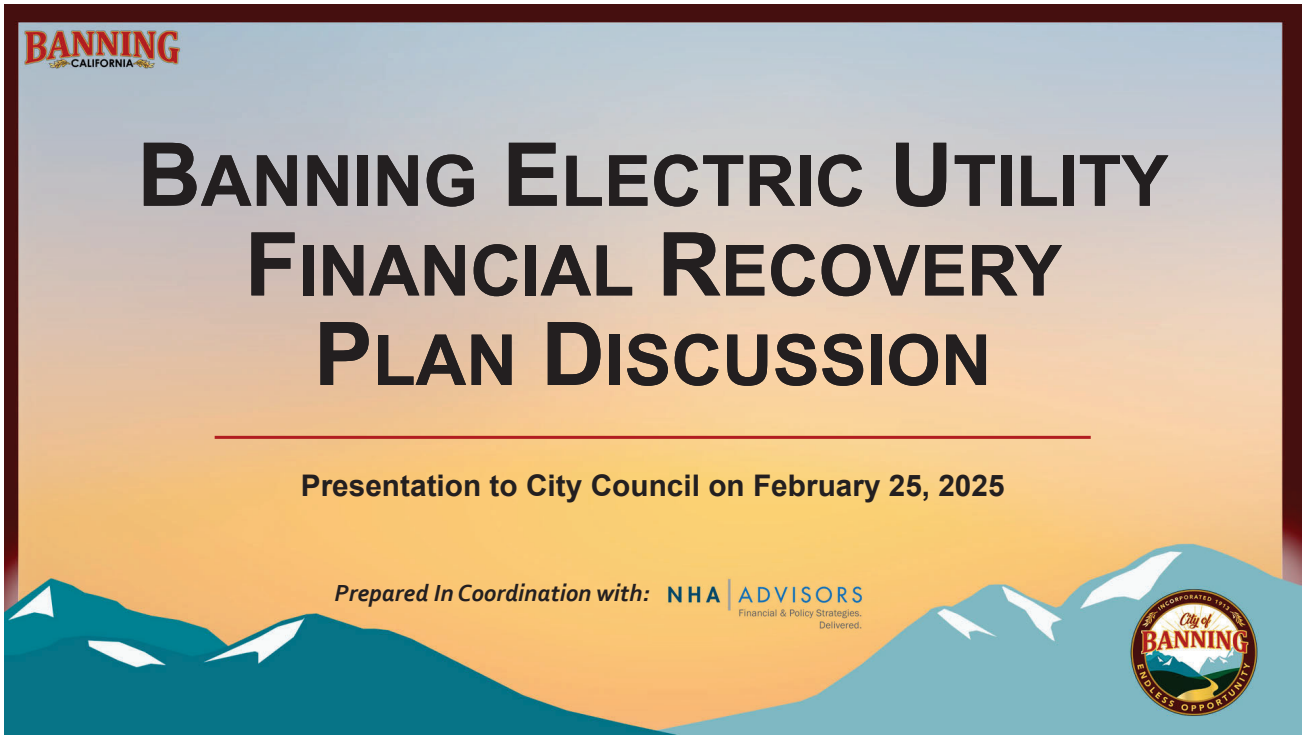
Finally, the ongoing absence of an Animal Shelter appears to stem from the mayor's actions. Since her campaign against Doug Shulz regarding this matter began in 2024, no viable solutions have emerged, currently leaving the issue in the hands of a committee without clear direction.

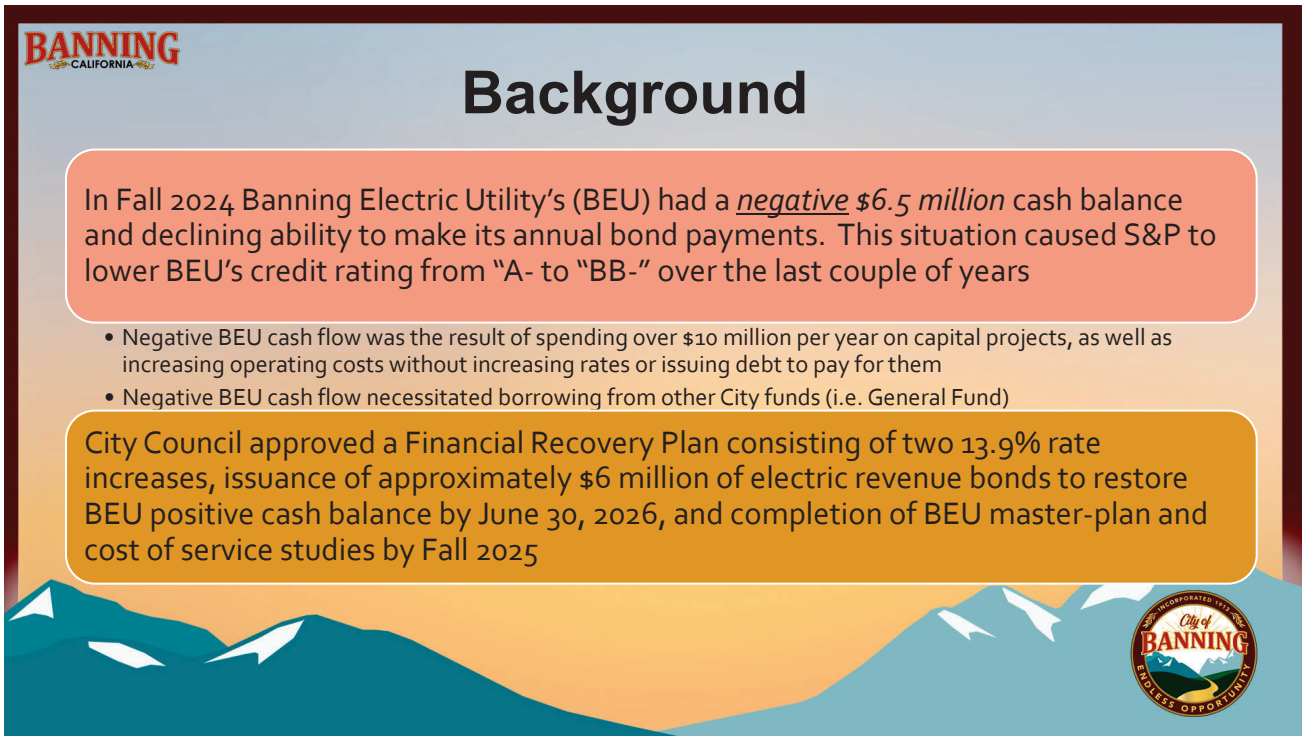
I encourage residents to voice their concerns to the council. It is important that we foster a functional governance structure, as the current dysfunction within the council gives the impression to the citizens that the mayor is the sole voice in discussions, with insufficient collaborative input from other council members.

Thank you for considering these concerns.

Raelene Kretchman
950 S Bay Hill Rd
Banning, CA

Exhibit B


BANNING
CALIFORNIA
BANNING ELECTRIC UTILITY
FINANCIAL RECOVERY
PLAN DISCUSSION
Presentation to City Council on February 25, 2025
Prepared In Coordination with: NHA ADVISORS
Financial & Policy Strategies. Delivered.
City of BANNING
ENDLESS OPPORTUNITY


BANNING
CALIFORNIA
Background
In Fall 2024 Banning Electric Utility's (BEU) had a negative $6.5 million cash balance and declining ability to make its annual bond payments. This situation caused S&P to lower BEU's credit rating from "A- to "BB-" over the last couple of years
• Negative BEU cash flow was the result of spending over $10 million per year on capital projects, as well as increasing operating costs without increasing rates or issuing debt to pay for them
• Negative BEU cash flow necessitated borrowing from other City funds (i.e. General Fund)
City Council approved a Financial Recovery Plan consisting of two 13.9% rate increases, issuance of approximately $6 million of electric revenue bonds to restore BEU positive cash balance by June 30, 2026, and completion of BEU master-plan and cost of service studies by Fall 2025
City of BANNING
ENDLESS OPPORTUNITY

Two Pathways Available

Option 1

Confirm approved BEU Financial Recovery Plan and proceed with borrowing funds to restore BEU cash balances

Pros

- Lower near-term impact on ratepayers
- Rapidly eases the strain on other City funds from the interfund borrowing

Cons

- Annual debt service costs (approximately $700K annually over a 20-year term)
- Upfront debt issuance costs (~2% of principal)

Option 2

Direct City Staff to eliminate financing component of Recovery Plan and instead evaluate using only rate increases needed to restore BEU cash balances

Pros

- No long-term debt repayment
- No upfront debt issuance costs

Cons

- Higher (potentially significantly higher) BEU rate increases needed to restore cash balances
- Continued strain on other City Funds as long as fund balance remains negative (opportunity cost)
- Further Credit Rating Downgrades

Additional Detail on a Financing Structure

- BEU "BB-" rating likely necessitates direct private placement of debt
  - Sold to a single investor (typically a regional or national bank)
  - Higher, risk-adjusted fixed interest rate; 20-year maximum term
  - Early prepayment allowed (typically after 3 years)
  - IRS Regulations allow tax-exempt bond issuance to fund capital projects
    - However, funding replenishment of cash balances must be sold on a taxable basis which require slightly higher interest rates (6-7% range estimated)
- While not originally contemplated as part of the BEU Financial Recovery Plan, there may also be the option of refinancing and restructuring BEU's existing 2015 Bonds using lower, credit enhanced "AA" rating interest rates to accomplish all or a portion of the Plan's objectives at a lower cost

Next Steps for Option 1

1. Upon City Council direction, City staff will work with NHA to investigate/evaluate the most efficient and effective borrowing of funds approach to accomplishing the goals of the approved BEU Financial Recovery Plan
2. Direct Placement Process takes approximately 2-3 months; Utilizing a more comprehensive approach that may include a full restructuring of the 2015 Bonds could take 3-4 months
3. Either approach will require City staff oversight and one or more future approvals from City Council
4. City can close financing within 1 month of final City Council approval

Questions?

Exhibit C

RESO 2025-30, AWARDING PDB AGREEMENT FOR PHASE 1 – WWTP AND RW UPGRADES

Art Vela, Director of Public Works

February 25, 2025

Background and Purpose

- Wastewater Treatment Plant (WWTP)
  - Dates back to 1925 with major improvements made in the 1950's and early 2000's.
  - Many major components reaching their end of life.
  - Design capacity of 3.6 Million Gallons per Day (MGD); current average flow of 2.1 MGD.
  - Treats to secondary, undisinfected standards
- The Wastewater Treatment Plant and Recycled Water Upgrade Project would result in Title 22 Recycled Water (disinfected tertiary water).

Background and Purpose

- The Project will:
  - Comply with upcoming discharge standards related to Nitrate:
    - Current Nitrate concentration is 29 mg-N/L
    - EPA Max. Contaminant Level standard is 10 mg-N/L
  - Construct a Master Planned facility identified in the City's Integrated Master Plan
  - Provide a source of recycled water and diversification of the City's water portfolio to meet the City's current/future water demands
  - Replace aging infrastructure



Scope of Work (PHASE 1)

- Planning
- Engineering
- Permitting
- Guaranteed Maximum Price (Phase 2)



Scope of Work

- 3.6 MGD Membrane Bioreactor (MBR) Facility
- Reverse Osmosis (RO) facility to meet the Beaumont Basin Maximum Benefit Objectives:
  - Total Dissolved Solids (TDS): 330 mg/L
  - Nitrate: 5 mg-N/L
- Brine drying beds and evaporators
- Replacement of existing mechanical components



Scope of Work

- 3.6 MGD Membrane Bioreactor (MBR) Facility
- Reverse Osmosis (RO) facility to meet the Beaumont Basin Maximum Benefit Objectives:
  - Total Dissolved Solids (TDS): 330 mg/L
  - Nitrate: 5 mg-N/L
- Brine drying beds and evaporators
- Replacement of existing mechanical components

- ALTERNATIVE:
- UTILIZE BLENDING WITH EXISTING WELLS (POTENTIALLY CR-6 WELLS)
- ELIMINATES NEED FOR RO AND BRINE DRYING BEDS AND EVAPORATORS

RFQ/RFP

- March 22, 2024 issued a Request for Qualifications (RFQ)
  - Four firms submitted Statement of Qualifications
  - Evaluation committee shortlisted three firms
- August 9, 2024 issued a Request for Proposal (RFP)
  - Proposals were evaluated and scored
  - Interviews held with all three firms
- AECOM/Lyles Joint Venture scored the highest
- Proposal Price: $3,998,627

Funding – Phase 1

Fund	Account	Amount Funded	Fund Balance
Wastewater Improvement Fund (Impact Fees)	681-8000-454.95-12	$1,000,000	$10,996,116
Tertiary Fund	682-8050-454.95.10	$3,398,490	$8,265,827

Overall Project Funding (Phase 1 and Phase 2)

- RFP include a design to budget approach for a total project budget of $60M
- $25.5M of available cash balance in multiple funds currently planned for allocation
- $25M planned debt financed included in current rate structure
- $16.2M WaterSMART Grant award on January 14, 2025
- Available Budget = $66.7M

Recommendation

- Adopt Resolution 2025-30:
  - Awarding a Progressive Design Build Agreement for Phase 1to AECOM/Lyles JV for the WWTP and RW Upgrades Porject in the amount of $3,998,627
  - Approve a 10% Contingency for a Total Project Budget of $4,398,490

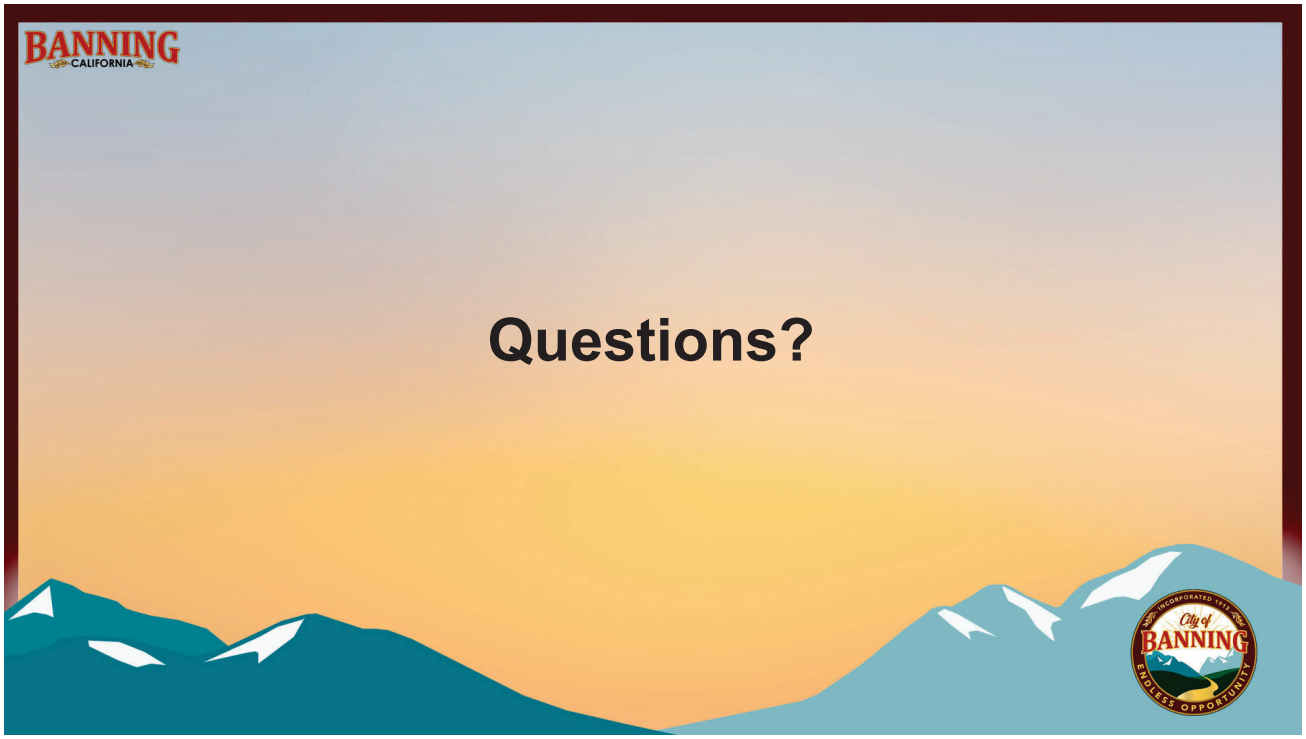

BANNING
CALIFORNIA
Questions?
City of
BANNING
ENDLESS OPPORTUNITY

Exhibit D

City Council - Regular Meeting, February 25, 2025

Agenda Item 8.2, Attachment No. 9: AECOM-Lyles Pricing Proposal Supporting Information

Line Item	Description	Total Cost	Potential Scope Reduction	Revised Cost	Cost Reduction
Task 1	**Design**				
Task 1 ADDER	Adder for RO System and Evaporation Ponds	$0	$0	$309,000	($309,000)
Task 1.1	Preliminary Design Report (PDR)	$320,453		$320,453	$0
Task 1.2	30% Preliminary Design	$717,339	$250,000	$615,074	$102,265
Task 1.3	60% Design Phase	$961,349	$250,000	$818,598	$142,751
Task 1.4	Hydraulic Analysis/ Hydraulic Profile	$54,452		$54,452	$0
Task 1.5	90% Design Phase	$707,110	$50,000	$0	$707,110
Task 1.6	Final Design Phase	$408,878	$150,000	$950,539	($541,661)
	Task 1 Subtotal	**$3,169,581**	**$700,000**	**$2,759,117**	**$410,464**
Task 2	**Cost Estimating**				
Task 2.1	Initial Baseline Cost Model and Updates (5)	$162,787		$162,598	$189
Task 2.2	GMP Development	$117,602	$50,000	$105,754	$11,848
	Task 2 Subtotal	**$280,389**	**$50,000**	**$268,352**	**$12,037**
Task 3	**Meetings & Reports**				
Task 3.1	Kick-off Meeting/Workshop (1)	$56,968	$25,000	$42,934	$14,034
Task 3.2	Progress Meetings and Reports (16)	$156,553	$75,000	$123,563	$32,990
Task 3.3	Project Status Reports (Monthly with Invoice)	$113,807	$100,000	$47,709	$66,098
Task 3.4	Risk Management Workshop (1)	$20,305	$10,000	$18,766	$1,539
Task 3.5	Constructability Review Workshops (2)	$51,971		$47,591	$4,380
Task 3.6	SCADA Development and Scoping Workshops (4)	$63,985		$55,966	$8,019
	Task 3 Subtotal	**$463,589**	**$210,000**	**$336,529**	**$127,060**
Task 4	**Investigation / Support**				
Task 4.1	Potholing and CutIrural Monitoring	$25,397		$24,577	$820
Task 4.2	Topographic Survey	$30,635		$29,954	$681
Task 4.3	Environmental Support ($30,000 allowance)	$30,381		$27,444	$2,937
Task 4.4	Geotechnical Investigation	$123,055		$121,809	$1,246
Task 4.5	Permitting Support and Title 22 and Title 27 (if needed) Eng Reports	$98,520		$96,836	$1,684
Task 4.6	Energy Tax Credits / Incentives	$25,395		$25,009	$386
	Task 4 Subtotal	**$333,383**	**$0**	**$325,629**	**$7,754**
	Phase 1 Total	**$4,246,942**	**$960,000**	**$3,998,627**	**$248,315**

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Robert Fisher, Acting City Manager**
PREPARED BY:	**Holly Stuart, Public Works Program Manager** **Art Vela, Director of Public Works**
MEETING DATE:	**June 10, 2025**
SUBJECT:	**Consideration of Resolution 2025-79, Approving Amendment No. 2 to the Services Agreement with Yunex, LLC in the Amount of $75,000 Extending the Term through FY 2027/2028 Citywide Traffic Signal Maintenance Services**

RECOMMENDATION:

Adopt Resolution 2025-79.

BACKGROUND:

The City owns traffic signals and related devices (e.g., signal controllers; poles and lights; video detection; loop detectors; battery backup systems; etc.) for the following intersection locations:

- Ramsey Street & Hargrave Street
- Ramsey Street & Sunset Avenue
- Ramsey Street & 4th Street
- Ramsey Street & 8th Street
- Ramsey Street & 22nd Street
- Ramsey Street & San Gorgonio Avenue
- Ramsey Street & Hathaway Street
- Wilson Street & Mountain Avenue
- Wilson Street & Apex Street
- Wilson Street & Highland Home Road

On May 23, 2023, through ProcureNow and advertisement in the local newspaper, City staff released a solicitation for proposals from qualified contractors to provide maintenance and repair services for eight (8) traffic signals throughout the City of Banning in the amount of $25,000 for a term of one (1) year with the option to extend four (4) additional signal year periods.

On June 25, 2024, Amendment No. 1 to the agreement was approved by City Council increasing the contract compensation in the amount of $25,000 for a total agreement amount of $50,000 and extending the term for one additional year.

The Scope of Work includes routine monthly traffic signal maintenance services with call outs and repairs occurring on an as needed basis as described in detail in the attached maintenance agreement. The contractor is required to furnish all labor, tools, materials, and equipment to provide traffic signal maintenance and ensure compliance will all Federal, State and local regulations.

Upon annual review of services, staff recommends a contract extension through the processing of Amendment No. 2 for an additional three (3) year period in the amount of $75,000. If approved, the total agreement including approval under this resolution will amount to $175,000 for a five (5) year term.

JUSTIFICATION:

The Public Works Department does not have the required staff needed to maintain traffic signals, therefore; it is necessary to retain a contractor to provide these services. Upon evaluating the existing services provided by Yunex, staff recommends the contract renewal and processing of Amendment No. 2.

FISCAL IMPACT:

Amendment No. 2 will increase the traffic signal maintenance services agreement in the amount of $25,000 which will be funded by the operational budget of the Street Division, Account 100-4900-413.30-09 (Repair/Maintenance- Traffic Signals).

ALTERNATIVES:

Do not adopt the resolution and provide alternative direction to staff. City Council may choose to reject this action which may result in an interruption of services.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Resolution 2025-79, Yunex AM 2.docx
2. FY 25/26 Rate Schedule.pdf
3. Exhibit A - Amend No. 2 - C00857 Yunex, LLC.docx
4. Original Agreement.pdf
5. Amendment No. 1.pdf
6. CC Resolution No. 2024-099.pdf

RESOLUTION 2025-79

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AMENDMENT NO. 2 TO THE SERVICES AGREEMENT WITH YUNEX, LLC., IN THE AMOUNT OF $75,000 EXTENDING THE TERM THROUGH FISCAL YEAR 2027/2028 CITYWIDE TRAFFIC SIGNAL MAINTENANCE

WHEREAS, on May 23, 2023, through ProcureNow and advertisement in the local newspaper, City staff released a solicitation for proposals from qualified firms to provide maintenance and repair services for eight (8) traffic signals throughout the City of Banning for a term of one (1) year with the option to renew four (4) additional signal year periods; and

WHEREAS, in August of 2023 an agreement in the amount of $25,000 was administratively approved and awarded to Yunex, LLC., following the formal bid process and bid evaluation; and

WHEREAS, on June 25, 2024, Amendment No. 1 was approved and extended the term of the agreement for a one (1) year period and increased the traffic signal maintenance services agreement for FY 2024/2025 in the amount of $25,000; and

WHEREAS, under approval of this resolution, Amendment No. 2 is approved extending the term of the agreement for an additional three (3) year period and increasing the traffic signal maintenance services agreement in the amount of $75,000 for a total contract amount of $175,000: and

WHEREAS, Amendment No. 2 will be funded by the operational budget of the Street Division, Account 100-4900-413.30-09 (Repair/Maintenance-Traffic Signals).

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

SECTION 1. The City Council approves Amendment No. 2 to the Citywide Traffic Signal Maintenance Agreement with Yunex, LLC., extending the term through Fiscal Year 2027/2028 and increasing the contract in an additional amount of $75,000.

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. City Council authorizes the City Manager to make necessary non-substantive changes and to execute Amendment No. 2 with Yunex, LLC., for services through Fiscal Year 2027/2028.

SECTION 4. The City Clerk shall certify 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 10th day of June, 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 2025-79, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 10th 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
Amendment No. 2 with Yunex, LLC.,
FY 2025/2026 Citywide Traffic Signal Maintenance Services

YUNEX TRAFFIC

Yunex Traffic
2240 Business Way
Riverside, CA. 92501
951.784.6600
951.784.6700 Fax

May 2, 2025

Carl Szoyka
Public Works Department
City of Banning
99 E. Ramsey St.
Banning, Ca. 92220

Subject: **Traffic Signal Maintenance Contract extension– Rate Schedule**

Contractor Fee Schedule

Description	Unit	Qty.	Regular	Overtime	Premium
Traffic Signal Technician - Field	HR	1	$134.28	$166.56	$198.34
Traffic Signal Technician - Lab	HR	1	$134.28	$166.56	$198.34
Foreman	HR	1	$141.45	$177.33	$213.20
Laborer	HR	1	$107.63	$152.98	$152.98
Air Compressor/Arrow Board	HR	1	$5.12		
Service Truck	HR	1	$29.73		
Bucket Truck	HR	1	$32.80		
Crane	HR	1	$66.63		

Traffic Signal Annual Maintenance and Repair Services			
Item#	Description of Item	Monthly Unit Price	Annual Price
1	Ramsey Street & Hargrave Street Routine Monthly Maintenance	$83.03	$996.36
2	Ramsey Street & Sunset Avenue Routine Monthly Maintenance	$83.03	$996.36
3	Ramsey Street & 4th Street Routine Monthly Maintenance	$83.03	$996.36
4	Ramsey Street & 8th Street Routine Monthly Maintenance	$83.03	$996.36
5	Ramsey Street & 22nd Street Routine Monthly Maintenance	$83.03	$996.36
6	Ramsey Street & San Gorgonio Avenue Routine Monthly Maintenance	$83.03	$996.36
7	Ramsey Street & Hathaway Street Routine Monthly Maintenance	$83.03	$996.36
8	Wilson & Mountain Avenue Routine Monthly Maintenance	$83.03	$996.36
9	Wilson Street & Apex Street Routine Monthly Maintenance	$83.03	$996.36
10	Wilson Street & Highland Home Road Routine Monthly Maintenance	$83.03	$996.36

Thank You,

Candace Gallaher

Candace Gallaher
Service Project Manager

AMENDMENT NO. 2 TO AGREEMENT (C00857) FOR CITY WIDE TRAFFIC SIGNAL MAINTENANCE SERVICES BY AND BETWEEN CITY OF BANNING AND YUNEX, LLC

THIS AMENDMENT NO. 2 TO THE AGREEMENT FOR SERVICES ("Amendment No. 2") by and between the **CITY OF BANNING** ("City") and **YUNEX, LLC**, a Delaware Limited Liability Company, ("Consultant") is effective as of this day: _____.

RECITALS

A. City and Consultant entered into that certain Contract dated August 17, 2023 for the purpose of providing Traffic Signal Maintenance Services ("Agreement") following Request for Proposal (RFP 23-030).

B. City and Consultant have entered into an Amendment No. 1 to the Agreement dated June 25, 2024 to extend the Term of the Agreement to August 31, 2025, and increase the Contract Sum to Fifty Thousand Dollars ($50,000.00), as approved by City Council Resolution 2024-99.

C. City and Consultant now desire to amend the Agreement to modify the Scope of Services to add an additional site, update the rate schedule, extend the Term of the Agreement to August 31, 2026 and increase the Contract Sum to Seventy-Five Thousand Dollars ($75,000.00).

The Parties therefore agree follows:

1. Amended Terms. The Agreement is hereby amended as follows:

1.1 The Scope of Services as set forth in Section 1.1 of and Exhibit A to the Agreement is hereby amended to include the Services set forth in Attachment A, attached hereto and incorporated herein.

1.2 The maximum compensation for the Services performed pursuant to this Amendment No. 2 shall not exceed Twenty-Five Thousand Dollars ($25,000.00) thereby increasing the Contract Sum, as set forth in Section 2.1 of the Agreement, to Seventy-Five Thousand Dollars ($75,000.00).

1.3 The Term of the Agreement, as set forth in Section 3.4 of the Agreement, is hereby extended through August 31, 2026, unless sooner terminated or extended as provided in the Agreement

1.4 Exhibit C-1 to the Agreement is hereby amended to read as set forth in Attachment B, attached hereto and incorporated herein.

2. Miscellaneous Provisions

2.1 Continued Effect of Agreement. Except as amended by this Amendment No. 2, all provisions of the Agreement, as amended by Amendment Nos. 1 and 2, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1 through 2. In the event of a conflict between the provisions of this Amendment No. 2 and the provisions of the Agreement or Amendments No. 1 through 2, the provisions of this Amendment No. 2 shall control.

2.2 Consideration for Amendment. The parties hereby agree that they have each received adequate and independent consideration for the modifications to the Agreement set forth in this Amendment No. 2.

2.3 Authority. The persons executing this Amendment No. 2 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 Amendment No. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of this Amendment No. 2 , and (iv) entering into this Amendment No. 2 does not violate any provision of any other agreement to which said party is bound.

2.4 Counterparts. This Amendment No. 2 may be signed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

2.5 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.

[*SIGNATURE PAGE FOLLOWS*]

The Parties are signing this Amendment No. 2 on the date stated in the introductory clause.

CITY OF BANNING	CONSULTANT
Robert Fisher, City Manager	NAME: TITLE:
	NAME: TITLE:

ATTEST:

Caroline Patton
Administrative City Clerk

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.

ATTACHMENT "A"

Traffic Signal Annual Maintenance and Repair Services			
Item#	Description of Item	Monthly Unit Price	Annual Price
1	Ramsey Street & Hargrave Street Routine Monthly Maintenance	$83.03	$996.36
2	Ramsey Street & Sunset Avenue Routine Monthly Maintenance	$83.03	$996.36
3	Ramsey Street & 4th Street Routine Monthly Maintenance	$83.03	$996.36
4	Ramsey Street & 8th Street Routine Monthly Maintenance	$83.03	$996.36
5	Ramsey Street & 22nd Street Routine Monthly Maintenance	$83.03	$996.36
6	Ramsey Street & San Gorgonio Avenue Routine Monthly Maintenance	$83.03	$996.36
7	Ramsey Street & Hathaway Street Routine Monthly Maintenance	$83.03	$996.36
8	Wilson & Mountain Avenue Routine Monthly Maintenance	$83.03	$996.36
9	Wilson Street & Apex Street Routine Monthly Maintenance	$83.03	$996.36
10	Wilson Street & Highland Home Road Routine Monthly Maintenance	$83.03	$996.36

ATTACHMENT "B"

Contractor Fee Schedule

Description	Unit	Qty.	Regular	Overtime	Premium
Traffic Signal Technician - Field	HR	1	$134.28	$166.56	$198.34
Traffic Signal Technician - Lab	HR	1	$134.28	$166.56	$198.34
Foreman	HR	1	$141.45	$177.33	$213.20
Laborer	HR	1	$107.63	$152.98	$152.98
Air Compressor/Arrow Board	HR	1	$5.12		
Service Truck	HR	1	$29.73		
Bucket Truck	HR	1	$32.80		
Crane	HR	1	$66.63		

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AGREEMENT FOR CITY WIDE TRAFFIC SIGNAL MAINTENANCE SERVICES (C00857)

THIS AGREEMENT FOR TRAFFIC SIGNAL MAINTENANCE SERVICES (herein "Agreement") is entered into this day: 8/17/2023, ("Effective Date") by and between the CITY OF BANNING, a California municipal corporation ("City") and, YUNEX, LLC., a Delaware 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. Following submission of a proposal or bid for the performance of traffic signal maintenance services, as particularly defined and described in Article 1 of this Agreement, the Consultant was selected by City to perform those services.

B. The Parties desire to enter this Agreement in order to set forth terms and conditions under which Consultant will perform the traffic signal maintenance services referenced in Recital "A". above.

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, in accordance with all terms and conditions of this Agreement, and to City's reasonable satisfaction ("Services.") 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 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. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in the California Labor Code. Therefore, as to those services that are "public works," Consultant shall comply in all

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respects with all applicable provisions of the California Labor Code, including those set forth in Exhibit "B" hereto.

1.2 Contract Documents and Exhibits.

This Agreement includes this document, **Exhibit A** (Scope of Services), **Exhibit B** (Special Requirements), and **Exhibit C** (Schedule of Compensation) . In the event of any conflict between this document and any Exhibit hereto, the provisions of this document shall govern.

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.

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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 maintenance schedule set forth in the Scope of Services, 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, 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.

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

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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
David P. Heermance	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

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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 **Exhibit C-1** and the not-to-exceed sub-budget 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

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than Twenty-Five Thousand Dollars ($25,000.00) (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.

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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 monthly and call-out Services as set forth in the Scope of Services, Exhibit "A", hereto..

3.3 Force Majeure.

The maintenance schedule specified in the Scope of Services may be adjusted 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 adjust the maintenance schedule 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 and/or adjustment of the maintenance schedule, pursuant to this Section.

3.4 Term.

The Term of this Agreement shall be from the Effective Date through August 31, 2024, unless sooner terminated as provided in Article 6 of this Agreement or extended by written agreement of the Parties or as provided in Sections 1.8 and 3.3 of this Agreement. This Agreement may be extended for four (4) succeeding terms of one (1) year each by the written agreement of the Parties. The maximum term and any subsequent amendment or modification to the term shall not exceed five (5) years.

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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. If a claims-made policy is provided, it shall be endorsed with an extended reporting period of not less than three (3) years, or shall be maintained in full force and effect for three (3) years, following final payment to Consultant hereunder.

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

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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, excepting the professional liability policy, 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

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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) Indemnity for Professional Services. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, protect, indemnify, defend, and hold harmless 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, judgments, penalties, stop notices, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith, and reimbursement of attorney's fees and costs of defense (collectively "Liabilities"), whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

2) Other Indemnities. Other than in the performance of professional services, and to the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, stop notices, 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 "Claims"), 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 Claims 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 Claims 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

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reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

3) 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.3.

4) 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 indemnities, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities and Claims, in 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, contractors 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 and Claims 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, Claims, 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

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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.

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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

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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.

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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 Services actually provided 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

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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,

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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: Art Vela Public Works Director City of Banning 99 East Ramsey Street Banning, California 92220 Email: avela@banningca.gov
With a courtesy copy to:	Kevin G. Ennis, City Attorney Richards, Watson & Gershon 350 South Grand Avenue, 37th Floor Los Angeles, California 90071 Email: kennis@rwglaw.com
If to Consultant:	Attn: David P. Heermance, President Crosstown Electrical & Data, Inc. 5454 Diaz Street Irwindale, CA 91706 Email: dave@crosstowndata.com

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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.

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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

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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 **Signatures.**

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]

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IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF BANNING		CONSULTANT	
8/17/2023		Michael Hutchens	8/16/2023
Douglas Schulze, City Manager	Date	NAME: Michael Hutchens TITLE: Western Operations Manager	Date
		NAME: TITLE:	Date
ATTEST:			
8/17/2023		86-2136678	
Caroline Patton Deputy City Clerk	Date	Tax ID No.	
		Address: 2250 Business Way Riverside, CA 92501 USA	
		City Council Approval: n/a	

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.

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EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services in connection with providing City Wide Traffic Signal Maintenance prepared in connection therewith:

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

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YUNEX TRAFFIC

June 13th, 2023

Ms. Barbara Mason
Purchasing Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220

RE: Proposal for: Traffic Signals Maintenance & Repair Services (RFP-23-030)

Ms. Mason,

Yunex LLC would like to express our sincere appreciation for the opportunity to participate in the proposal process for providing Traffic Signals Maintenance & Repair Services for the City's traffic signal system. The prices and terms stated in our proposal package will remain in effect for 90-days from the date of submission, June 13th, 2023.

Yunex LLC is a corporation, incorporated in the State of Delaware on February 17th, 2021. Our federal tax employer I.D. number is 86-2136678 and our corporate address is 9225 Bee Cave Road, Building B, Austin, TX 78733.

Yunex LLC is an electrical contracting firm who is a California licensed A & C-10 contractor (CA License #1080007) and is also a registered Public Works Contractor (DIR No. 1000815000), who provides leading edge technology for the fast-paced Intelligent Transportation Systems world. Whether providing maintenance services, controllers, controller firmware, central systems, system analysis, design, or integration, Yunex LLC brings innovative and reliable solutions to customers.

Yunex LLC has reviewed the Scope of Work in the RFP and Sample Professional Services Agreement and will list our Legal Exceptions and Assumptions within our Proposal for the City's review/consideration.

During the evaluation, if there are any questions regarding this proposal, please feel free to contact either of us using the contact information listed below. We look forward to serving the needs of the City of Banning and would like to thank you in advance for your consideration.

Respectfully,

Yunex LLC

Steven Teal
Director of Service
2250 Business Way
Riverside, CA 92501
(951) 784-6600 Office
(951) 784-6700 Fax
steven.teal@yunextraffic.com

Yunex LLC

Michael J. Hutchens
West Operations Manager
2250 Business Way
Riverside, CA 92501
(951) 784-6600 Office
(951) 784-6700 Fax
michael.hutchens@yunextraffic.com

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A. Statement of Understanding and Approach

Understanding

It is our understanding that the City Banning is seeking a qualified traffic signal maintenance firm to provide Traffic Signals Maintenance and Repair Services. The selected service company will be responsible for providing a continuing, comprehensive, routine, and extraordinary maintenance program for the City's equipment. The City's expectation is that the maintenance program will reduce the incidence of malfunctions, reduce complaints, promote safety, and proactively extend the longevity of the equipment, thus reducing the overall operating cost for the City's traffic signal system.



Our goal is always to exceed our customer's expectations. We have a broad range of experienced personnel including IMSA and NEC certified Traffic Signal Maintenance personnel. The technician assigned to this contract has over 20 years of experience managing and maintaining traffic signal systems and related ITS equipment.

Our local traffic signal laboratories (Riverside, CA) provide a full range of technical services including complete controller/cabinet testing, repair, and conflict monitor testing/certification. Services for this contract include the provision of appropriately trained personnel and equipment necessary to perform maintenance activities as outlined in your RFP.

We understand that the general Scope of Work to be done consists of routine preventative maintenance and repair of your traffic control systems as well as general and emergency repairs of the same. These services will provide your city with safe and efficient operations. Yunex Traffic will have available and readily accessible, qualified personnel, tools, equipment, facilities, and material required to perform all work necessary for the maintenance of the City's traffic signal systems, as outlined in the Scope of Work and in compliance with current City and State standards.

Our Approach / Emergency Response Times

To be able to respond immediately to emergency calls, Yunex Traffic's field technicians are authorized to take their work vehicles home daily. All work vehicles are stocked with proper field equipment so he/she may sufficiently address most problems they encounter while responding.

Emergency response call outs and unscheduled repairs are initiated by calling our toll-free emergency phone number, **1-800-229-6090.** A live dispatcher will be available 24 hours a day, 7 days per week, 365 days per year. Our dispatcher will create a work order in our visual planning board and once the work order is released, it will immediately transfer to our technician's queue on their mobile device. As part of our quality control practice, our dispatcher will follow up with a phone call to our technician to confirm that he/she is in receipt of the call out/work order. For emergency calls, the technician will arrive at the site **within two (2) hours** to assess and correct the reported problem. Once the problem is corrected, the technician will inform the city of the repair actions.

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Scope of Work

It is always the goal of Yunex Traffic to tailor our services around our customer's needs. We understand that throughout the term of a contract, those needs may change. We approach all our contracts with the same vision; build a partnership with the City's staff and work towards achieving common goals set forth through that partnership. We realize that this is an ever-evolving process and that is why we believe that the only successful route is through establishing common goals. This methodology and a commitment to service will be applied to every aspect of our services for the City of Banning.

Routine Maintenance

We will execute a comprehensive monthly routine maintenance program as outlined in the City's Scope of Work, as recommended by the manufacturer, and as listed below. Yunex Traffic will also maintain, at the same unit price, additional traffic signals and appurtenant devices as they are installed or become a part of the maintenance requirements of the city.

Yunex Traffic technicians will, at a minimum, perform the following tasks on the City's traffic signal system monthly:

- Routine maintenance is typically scheduled by the technician as they are more aware of the geography of the area. He will take into consideration contract requirements and your preference when scheduling routine preventive maintenance.
- Once our technician arrives at the location, he will complete a job hazard analysis (JHA) determining any potential hazards at the location. Following the JHA, he/she will secure the area with proper traffic control as referenced in the most recent edition of the W.A.T.C.H. Handbook and in accordance with the city's traffic control requirements.
- Our technician will clean and vacuum the controller and battery backup cabinets (if equipped) and ensure the cabinet vents are un-obstructed, the air filter is clean, properly inserted, and secure (air filters will be replaced semi-annually). During this process, your Yunex Traffic technician will perform the following checks inside the controller cabinet:
    - Confirm the controller cabinet is securely mounted to the foundation and inspect the seal for deterioration. Excessive dampness and plant/animal intrusion inside the controller cabinet will be reported to the city and repaired immediately.
    - Verify fan operation and ensure the thermostat is set to 96 degrees Fahrenheit and that there is sufficient airflow through the cabinet.
    - Inspect cabinet hardware (i.e., door gaskets, hinges, locks, etc.) for proper operation. All deficiencies will be repaired and reported to the city.



    - Inspect electrical components (i.e., relays, load switches, equipment displays and indications, flasher(s), rack-mount detectors, harness/connectors, service connections, system telemetry, communications system, cabinet grounding, GFCI receptacles, terminal connections cabinet lights and switches, CMU (interlock) door switch, the police panel switches, etc.) for proper operation and adjust, as necessary. We will also verify proper operation of all equipment displays and

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cabinet/controller indicator lamps. Deficiencies that pose a safety concern will be corrected immediately.

- Verify that controller software/firmware is up to date.

- Following the visual inspection, your Yunex Traffic technician will examine the functionality of the controller in relation to traffic at the intersection and confirm all phase and coordination timing is programmed correctly and is current based on the timing sheet located in the controller cabinet.
- In addition to monitoring phase actuation from vehicle/traffic, they will also confirm proper intersection cycling by manually placing vehicle/pedestrian calls on each phase through the cabinet test switches/controller keypad to verify controller servicing of each phase.
- Yunex Traffic technicians will ensure your controller's date and time is correct and we will adjust all controller clocks within 48 hours of time changes related to Daylight Savings Time. This also includes confirming the correct date and time in all Conflict Monitor Units and Malfunction Management Units (CMU/MMU) during each visit.
- Your Yunex Traffic technician will check the controller log buffers and investigate any faults that may have surfaced since the last maintenance visit.
- CMU's/MMU's can be tested annually with an MT-180 or equivalent conflict monitor tester. Individual test results will meet the city's documentation requirements and be available in each controller cabinet and an electronic file (USB) will be delivered to the city within 30 days after completing the testing. This test will also be documented on the routine maintenance log located in the controller cabinet. If requested, the cost for annual CMU/MMU testing will be billed as noted on the Price Proposal.
- The technician will confirm all detector loop cables are correctly identified, connected to the correct vehicle detector field terminals, and that a call is placed on the correct detector input, and that the input places a call on the correct controller phase. We will adjust or re-tune detector amplifiers and correct substandard splices, as necessary. Loops requiring re-seal or replacement will be documented and reported to the city immediately. Loop replacement cost will be billed as noted on the Price Proposal.
- If the intersection is equipped with video/radar detection our technician will verify that detection zones are properly structured. They will also verify proper camera operation by monitoring the vehicle call on the video processor unit and confirm that the calls are registering in the controller and actuating the correct phase in the controller. The technician will verify that detection system software has been properly updated. Video Detection lens cleaning can be done, if requested, on a time/material basis.
- If equipped, your Yunex Traffic technician will confirm operation of all preemption devices (i.e., railroad, emergency vehicle preemption (EVP), fire station preemption, etc.). Annual Optical detector lens cleaning can be done, if requested, on a time/material basis.
- Inspect CCTV cameras for correct operation and for damage to wiring or housing. Inspection and lens cleaning can be done, if requested, on a time/material basis.
- If equipped, your Yunex Traffic technician will also test your interconnect systems to maintain existing operation and will notify you of any deficiencies.
- If equipped, your Yunex Traffic technician will check the battery back-up systems / uninterruptible power supplies

Our technicians are extremely knowledgeable with the installation, handling, and testing of interconnect and **fiber optic** systems.

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(UPS) including checking / logging the battery and load levels. In addition, we will confirm all battery connections to ensure they are clean and secure. If requested, we can perform testing by electrical bypass for proper operation, which will be billed on a time/material basis. We will report any batteries that require replacement immediately. All events and run time will be documented inside each controller cabinet.

- If requested, Yunex Traffic can perform a night check of all safety lights and illuminated street name signs (IISNS). Our findings will be submitted to the city and required repairs will be made according to the time & material rates. Monthly night checks can be done, if requested, on a time/material basis.
- Our technician will walk the intersection (clockwise and counterclockwise) and visually inspect all poles, signal heads, pedestrian signals, associated framework, and signal mounted signs for proper operation, alignment, and broken or missing parts. During this process, your Yunex Traffic technician will perform the following checks outside of the controller cabinet:
    - Depress all pedestrian push buttons and observe proper timing and display.
    - Visually inspect the loops for sufficient sealant or exposed loop wires.
    - Inspect pull boxes, pull box lids and hand-hole covers. Missing covers/lids will be replaced immediately.
    - Visually inspect all signal doors, back plates, and visors and confirm they are secure.
    - Remove unauthorized signs, stickers, and posters that can be easily removed from traffic signal poles and the controller cabinet. Graffiti will also be removed within twenty-four (24) hours of notification.
    - Prepare a list of locations where painting may be necessary, which will be submitted to the City for approval. Painting rates can be provided upon request.



- The technician will lubricate cabinet door locks and padlocks quarterly, unless required sooner.
- Maintain an inventory list of all equipment in the controller cabinet at each location. This list will also be updated electronically and provided to the city yearly in a Microsoft Excel spreadsheet, or as requested.
- Your Yunex Traffic technician will document all maintenance activities on the city approved Preventative Maintenance checklist, on the cabinet log, and in their mobile device which is wirelessly communicating to our maintenance server enabling our customers to view all progress in virtually real-time.

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Extraordinary Services

In addition to the Preventative Maintenance program, we will provide other Extraordinary Services such as scheduled repairs, emergency response and technical support services to the City's traffic signal systems in accordance with City requirements and as listed below.







Our Extraordinary and Emergency Response Services include, but not limited to, the following services:

- Downed signal heads, poles, signal on flash, signal blackout, burned out lamps, damaged controllers and cabinets, damaged illuminated street name signs, damaged inductive loops, sensing elements, pedestrian push buttons, electroliers, pedestrian signal heads, wiring, and other operational equipment related issues.
- Assisting the City for special events or for City construction projects, as necessary to implement revised traffic signal timing and phasing for changed traffic conditions. If requested, prepare punch list items, and follow through with city representative to ensure a successful completion.
- Perform overhead maintenance on traffic signals, safety lighting, street name and regulatory signs, video detection cameras and Opticom systems.
- Provide support for underground maintenance including conduit repair or replacement, wire inspection and installation, and interconnect installation.
- Repair, replace or otherwise render in good working order all defective parts of the traffic signal equipment with like make and model parts. Whenever equipment is removed, the city representative will be notified within twenty-four (24) hours.
- USA Dig Alert – Locating services using **in-house locators.**
    - Yunex Traffic will respond to all **Underground Service Alert (USA)** requests/notices or at the request of city staff for the marking and protection of traffic signal underground facilities such as traffic signal and electrical conduits, interconnect facilities, loops, safety light conduits, and other appurtenant equipment which might conflict with other right-of-way construction or repairs. Our technicians are equipped and certified with the proper locating devices provided by Metrotech.

DIGALERT®

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- **Fiber Optic** related maintenance services such as: Installation, splicing, terminations, troubleshooting, on-reel testing, and integration.







- **Signal Loop Replacement.** Yunex Traffic is the **only** maintenance provider who performs Loop replacements in-house.




Yunex Traffic will notify the City prior to any traffic signal deactivations that may be necessary to provide the required services. Traffic signal shutdowns will not be scheduled without the approval of an authorized representative of the City. Also, Yunex Traffic will not proceed with any extraordinary repairs without authorization from the city, unless it is a matter of public safety.

Spare Equipment

Yunex Traffic has over $1,500,000 in spare inventory and available to the City of Banning:

- 25 – NEMA controllers (such as Econolite ASC/2S-2100, ASC/3-2100, Cobalt, McCain, and many others)
- 25 – 24VDC Power Supply
- 25+ – MMU/CMU from various manufacturers
- 150 – Load Switches
- 6 – Type P controller cabinets
- 3 – 332 controller cabinets
- 250+ – Replacement LED Lamps (Red/Yellow/Green) and LED pedestrian signals
- 50 – ADA compliant pedestrian activation buttons
- 25+ - Battery Backup Batteries (sizes/manufacturers vary)
- 20+ – Streetlight luminaires of various manufactures and wattages
- 25+ - Several types/sizes of Marbelite concrete streetlight poles

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On-Line Portal (Service Business Platform @ITS)

Yunex Traffic has rolled out a new service tool called SBP (Service Business Platform), which is a proprietary management system designed to effectively manage all service order progress, remotely update our ERP system (SAP) and as work is performed.

- SBP allows us to monitor many key performance items such as time arrived onsite, time of completion, materials used, and vehicle/equipment used.
- SBP keeps historical records for every location which allows the technicians an additional resource when troubleshooting.
- When creating a new service request, the SBP will query the location history and will flag the order if it appears to be a repeated call out or duplicate order.
- Technicians transmit response and routine maintenance items in real-time using IOS or Android devices.
- The contractual Scope of Work and all maintenance activities are also available for technicians to review to ensure all tasks are completed within the specified timeframe.
- Customer specific checklists for routine preventative maintenance will be available to the technicians so all required tasks are completed, per your Scope of Work.

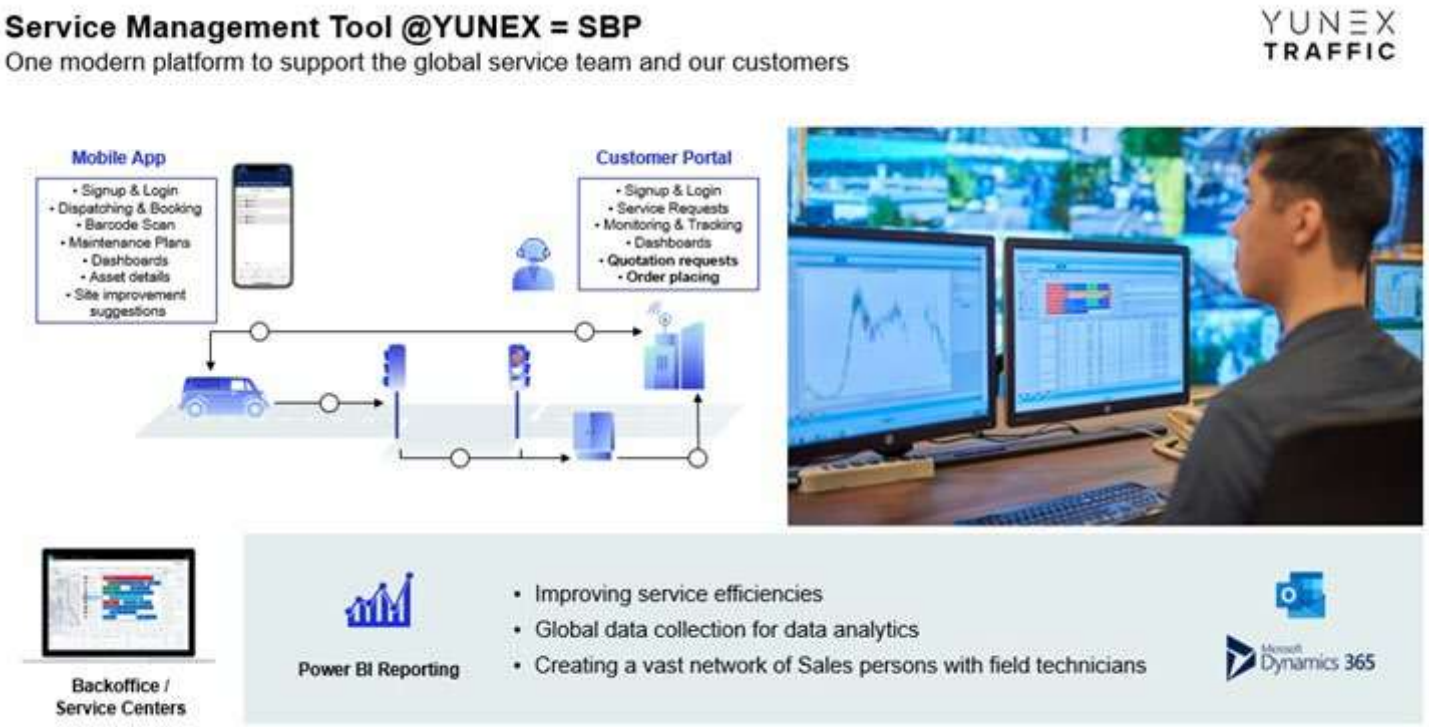
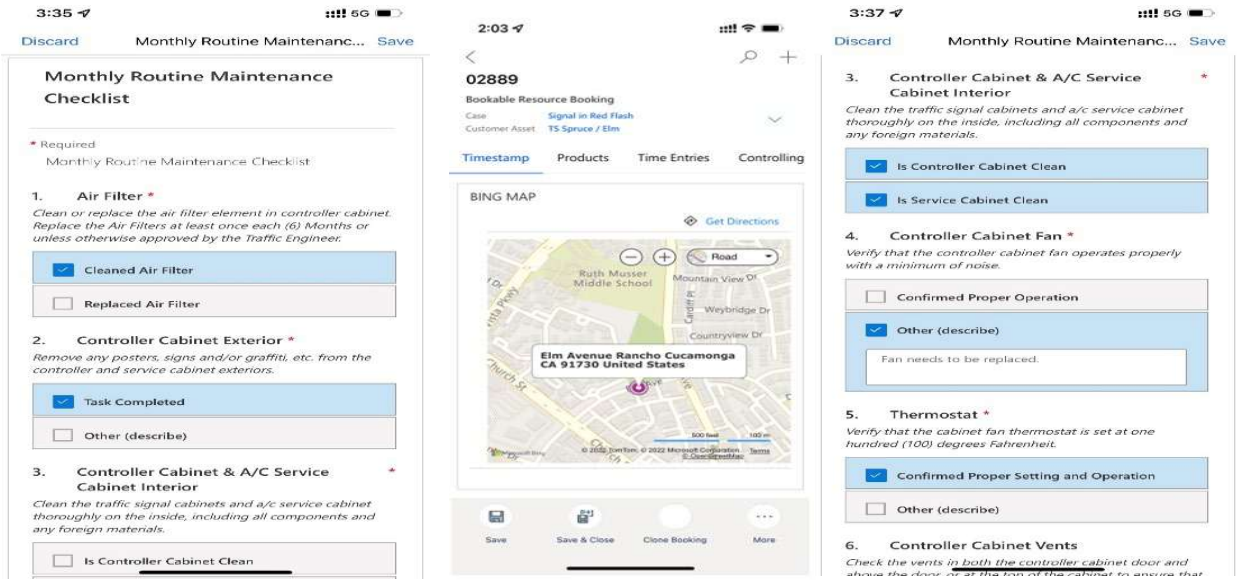


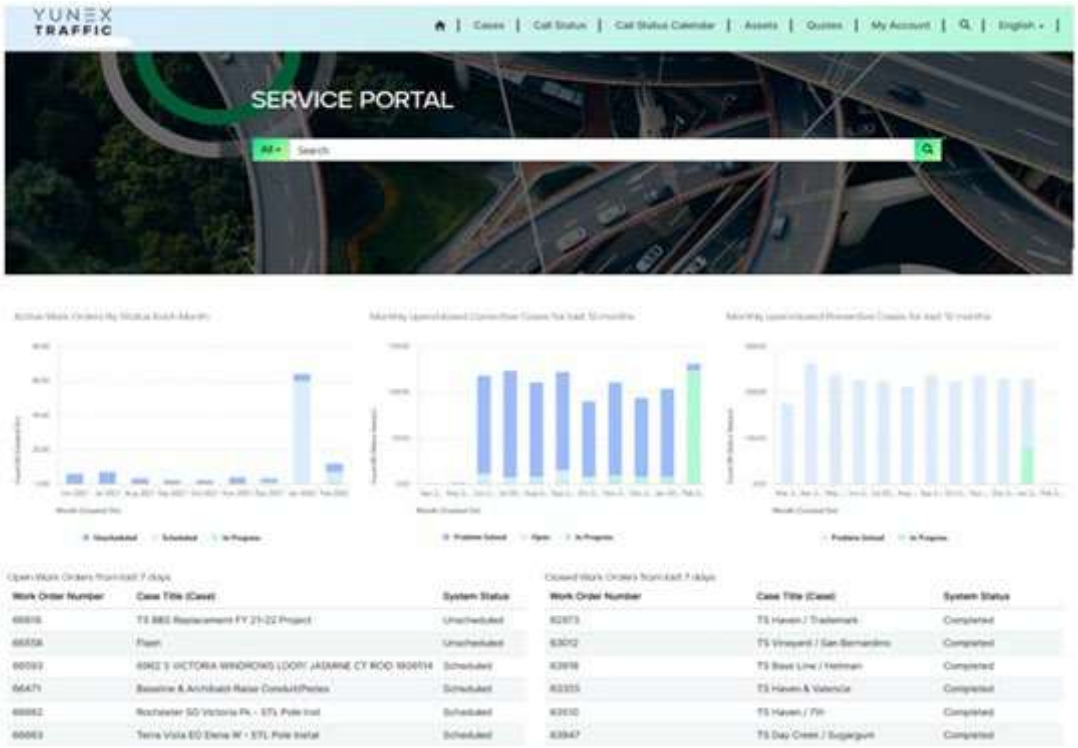
EXHIBIT "A"



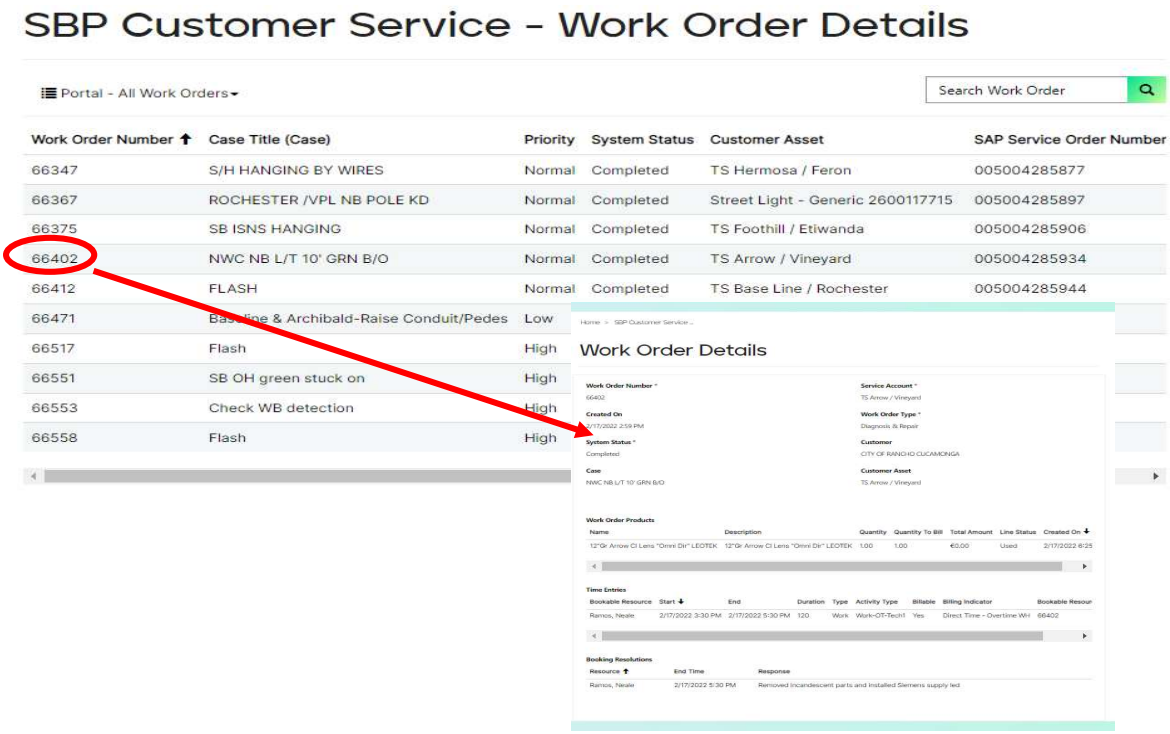
Customer Portal

The SBP Customer Portal gives our customers access to:

- Monitor real-time status of routine maintenance and service calls
- Location history (sort/filter by date, location, call type, etc.)
- Overall historical maintenance and repair data
- Real-time equipment inventories, maps, and event reporting
- Asset management (including digital photographs, GIS data, etc.)



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Tracking as Related to Invoicing

In addition to our Customer Portal, you will receive a monthly detailed billing report with each invoice that lists labor and equipment hours billed for each service order.

TS B - Merrill / Bloomington / Riverside

Date Completed: **Fri, MAR/18/2016 01:00** Work Order #: **5002764108** Debit Memo Req. **3801177197**

Description: **NEC POLE KD * CALLER: PD**

Response: **REMOVED DAMAGED EQUIPMENT. DRILLED & INSTALLED NEW 1D POLE, TV2T, TWO 3 SEC. PV HEAD S WITH ARROW LENSES, 2 R, 2 Y & 2 G PV LEDS, COUNT-DOWN COMBO M8 LED. RE-USED PEDHEAD & PPB ASSY. REPLACED PPB AND DIRECTIONAL PLATE. OLD S/H WEREN'T PROGRAM. WILL FOLOW UP WITH BALL LENSES & PROGRAM S/H'S IF CITY WANT THEM PROGRAMMED.**

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
ELECTRICIAN (RT)	12.000 H @ per H	$	$ 0.00	
ELECTRICIAN (OT)	8.000 H @ per H	$	$ 0.00	
ELECTRICIAN (PT)	6.000 H @ per H	$	$ 0.00	
SERVICE BUCKET TRUCK	26.000 H @ per H	$	$ 0.00	
MATERIALS	1 PC @ per PC	$	$ 0.00	
	Visit Total	$	$ 0.00	
	Total	$	$ 0.00	$

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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, and must be revised by Consultant without additional charge to City until found satisfactory and accepted by City.

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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.

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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**_____

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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.

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EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the tasks ("Tasks") not to exceed the rates in Exhibit "C1-1"

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.

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EXHIBIT "C-1"
CONSULTANT'S BILLING RATE AND TASK SCHEDULE

YUNEX TRAFFIC

PRICE PROPOSAL FORM

All proposals submitted shall have a stated dollar bid amount for providing the services outlined in the Scope of Services. All proposals 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., and include a Grand Total Amount to complete this project and fulfill the entire scope of services herein.

BID SCHEDULE – TRAFFIC SIGNAL MONTHLY MAINTENANCE AND REPAIR SERVICES

Monthly routine maintenance services shall include routine inspection, preventative maintenance and repairs of traffic signal systems, interconnect, safety lights and illuminated street name signs, per intersection, per month.

ITEM NO.	DESCRIPTION OF ITEM	MONTHLY UNIT PRICE	ANNUAL PRICE
1.	Ramsey Street & Hargrave Street Routine Monthly Maintenance Services	$81.00	$972.00
2.	Ramsey Street & Sunset Avenue Routine Monthly Maintenance Services	$81.00	$972.00
3.	Ramsey Street & 4th Street Routine Monthly Maintenance Services	$81.00	$972.00
4.	Ramsey Street & 8th Street Routine Monthly Maintenance Services	$81.00	$972.00
5.	Ramsey Street & 22nd Street Routine Monthly Maintenance Services	$81.00	$972.00
6.	Ramsey Street & San Gorgonio Avenue Routine Monthly Maintenance Services	$81.00	$972.00
7.	Ramsey Street & Hathaway Street Routine Monthly Maintenance	$81.00	$972.00
8.	Wilson Street & Mountain Avenue Routine Monthly Maintenance Services	$81.00	$972.00

TOTAL BID AMOUNT IN FIGURES – SCHEDULE I $648.00 (Monthly) or $7,776.00 (Annually)

TOTAL BID AMOUNT IN WORDS – SCHEDULE I: Six Hundred Forty Eight Dollars and Zero Cents (Monthly) or Seven Thousand, Seven Hundred Seventy Six Dollars and Zero Cents (Annually)

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YUNEX TRAFFIC

City of Banning
Traffic Signals Maintenance & Repair Services
Cost Schedule

Labor Rates

Item Description	Unit	Regular Time	Overtime	Premium Time
Foreman	Hourly	$138.00	$173.00	$208.00
Traffic Signal Technician – Field	Hourly	$131.00	$162.50	$193.50
Traffic Signal Technician – Lab	Hourly	$131.00	$162.50	$193.50
Laborer	Hourly	$105.00	$149.25	$149.25

Regular, Overtime, and Premium time explanation:

- Regular Hours are Monday thru Friday (excluding holidays) from 7:30am to 4:00pm.
- Overtime Hours are Monday thru Friday after these work hours for the first four straight hours on any job as well as Saturday for the initial 8 working hours.
- Premium Hours are Monday thru Friday after four hours of OT on any one job, Saturdays after 8 hours on any one job, all day Sunday starting at 12:00am until Monday at 7:30am and all holidays starting at 12:00am until the next morning at 7:30am.

Equipment Rates

Item Description	Unit	Unit Price
Service Truck	Hourly	$29.00
Bucket Truck	Hourly	$32.00
Crane Truck	Hourly	$65.00
Arrow Board	Hourly	$5.00
Air Compresser with tools	Hourly	$5.00

Material Markup

Item Description	%
Material Markup	10%

Miscellaneous Items

Item Description	Unit	Unit Price
Type E Loop (6' Round)	Each	$650.00
CMU Testing	Each	$160.00

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Project Schedule:

Banning - Traffic Signals Maintenance & Repair Services - Proposed Schedule

Project Lead: City of Banning
Start Date: 8/1/2023 Tuesday

WBS	Tasks	Task Lead	Start	End	Duration (Days)	% Complete	Working Days	Days Complete	Days Remaining
1	Monthly Preventative Maintenance	Yunex	8/1/23	8/31/23	31		23	0	31
1.1	Extraordinary Maintenance (As-Needed)								
1.2	Emergency Response (As-Needed)								
1.3	Air Filter Replacement (Semi Annually)								
2	Monthly Preventative Maintenance	Yunex	9/1/23	9/30/23	30		21	0	30
2.1	Extraordinary Maintenance (As-Needed)								
2.2	Emergency Response (As-Needed)								
3	Monthly Preventative Maintenance	Yunex	10/1/23	10/31/23	31		22	0	31
3.1	Extraordinary Maintenance (As-Needed)								
3.2	Emergency Response (As-Needed)								
4	Monthly Preventative Maintenance	Yunex	11/1/23	11/30/23	30		22	0	30
4.1	Extraordinary Maintenance (As-Needed)								
4.2	Emergency Response (As-Needed)								
5	Monthly Preventative Maintenance	Yunex	12/1/23	12/31/23	31		21	0	31
5.1	Extraordinary Maintenance (As-Needed)								
5.2	Emergency Response (As-Needed)								
6	Monthly Preventative Maintenance	Yunex	1/1/24	1/31/24	31		23	0	31
6.1	Extraordinary Maintenance (As-Needed)								
6.2	Emergency Response (As-Needed)								
7	Monthly Preventative Maintenance	Yunex	2/1/24	2/29/24	29		21	0	29
7.1	Extraordinary Maintenance (As-Needed)								
7.2	Emergency Response (As-Needed)								
7.3	Air Filter Replacement (Semi Annually)								
8	Monthly Preventative Maintenance	Yunex	3/1/24	3/31/24	31		21	0	31
8.1	Extraordinary Maintenance (As-Needed)								
8.2	Emergency Response (As-Needed)								
9	Monthly Preventative Maintenance	Yunex	4/1/24	4/30/24	30		22	0	30
9.1	Extraordinary Maintenance (As-Needed)								
9.2	Emergency Response (As-Needed)								
10	Monthly Preventative Maintenance	Yunex	5/1/24	5/31/24	31		23	0	31
10.1	Extraordinary Maintenance (As-Needed)								
10.2	Emergency Response (As-Needed)								
11	Monthly Preventative Maintenance	Yunex	6/1/24	6/30/24	30		20	0	30
11.1	Extraordinary Maintenance (As-Needed)								
11.2	Emergency Response (As-Needed)								
12	Monthly Preventative Maintenance	Yunex	7/1/24	7/31/24	31		23	0	31
12.1	Extraordinary Maintenance (As-Needed)								
12.2	Emergency Response (As-Needed)								

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AMENDMENT NO. 1 TO THE AGREEMENT (C00857) FOR CITY WIDE TRAFFIC SIGNAL MAINTENANCE SERVICES BY AND BETWEEN CITY OF BANNING AND YUNEX, LLC

THIS AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES ("Amendment No. 1") by and between the **CITY OF BANNING** ("City") and YUNEX, LLC., A Delaware Limited Liability Company, ("Contractor") is effective as of this day: June 25, 2024.

RECITALS

A. City and Contractor entered into that certain Contract dated August 17, 2023 for the purpose of providing traffic signal maintenance services ("Agreement") following Request for Proposal (RFP 23-030).

B. City and Contractor now desire to amend the Agreement to extend the Term of the Agreement to August 31, 2025, and increase the Contract Sum to Fifty Thousand Dollars ($50,000.00).

The Parties therefore agree follows:

1. Amended Terms. The Agreement is hereby amended as follows:

1.1 The maximum compensation for the Services performed pursuant to this Amendment No. 1 shall not exceed Twenty-Five Thousand Dollars ($25,000.00) thereby increasing the Contract Sum, as set forth in Section 2.1 of the Agreement, to Fifty Thousand Dollars ($50,000.00).

1.2 The Term of the Agreement, as set forth in Section 3.4 of the Agreement, is hereby extended through August 31, 2025, unless sooner terminated or extended as provided in the Agreement.

2. Miscellaneous Provisions

2.1 Continued Effect of Agreement. Except as amended by this Amendment No. 1, all provisions of the Agreement, as amended by Amendment No.1, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1. In the event of a conflict between the provisions of this Amendment No. 1 and the provisions

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of the Agreement or Amendment No. 1, the provisions of this Amendment No. 1 shall control.

2.2 Consideration for Amendment. The parties hereby agree that they have each received adequate and independent consideration for the modifications to the Agreement set forth in this Amendment No. 1.

2.3 Authority. The persons executing this Amendment No. 1 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 Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 1, and (iv) entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound.

2.4 Counterparts. This Amendment No. 1 may be signed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

2.5 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.

[*SIGNATURE PAGE FOLLOWS*]

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The Parties are signing this Amendment No. 1 on the date stated in the introductory clause.

CITY OF BANNING

Douglas Schulze,
City Manager

City Council Approval: 2024-99

ATTEST:

Caroline Patton
Administrative City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

Serita R. Young
City Attorney

CONTRACTOR

NAME: Michael Hutchens
TITLE: Western Operations Manager

NAME:
TITLE:

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 CONTRACTOR'S BUSINESS ENTITY.

RESOLUTION 2024-99

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH YUNEX, LLC IN THE AMOUNT OF $25,000 FOR FISCAL YEAR 2024/2025 CITYWIDE TRAFFIC SIGNAL MAINTENANCE

WHEREAS, on May 23, 2023, through ProcureNow and advertisement in the local newspaper, City staff released a solicitation for proposals from qualified firms to provide maintenance and repair services for eight (8) traffic signals throughout the City of Banning for a term of one (1) year with the option to renew four (4) additional signal year periods; and

WHEREAS, in August of 2023 an agreement in the amount of $25,000 was administratively approved and awarded to Yunex, LLC., following the formal bid process and bid evaluation; and

WHEREAS, under this approval, Amendment No. 1 will extend the term of the agreement for a one (1) year period and increase the traffic signal maintenance services agreement for FY 2024/2025 in the amount of $25,000; and

WHEREAS, Amendment No. 1 will be funded by the operational budget of the Street Division, Account 100-4900-413.30-09 (Repair/Maintenance-Traffic Signals).

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 to the Citywide Traffic Signal Maintenance Agreement with Yunex, LLC., extending the term for a one (1) year period and increasing the contract for an additional amount of $25,000 for Fiscal Year 2024/2025.

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. City Council authorizes the City Manager to make necessary non-substantive changes and to execute Amendment No. 1 with Yunex, LLC., for Fiscal Year 2024/2025.

SECTION 4. The City Clerk shall certify 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 25th 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 2024-99, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 25th 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
Amendment No. 1 with Yunex, LLC.,
FY 2024/2025 Citywide Traffic Signal Maintenance Services

AMENDMENT NO. 1 TO THE AGREEMENT (C00857) FOR CITY WIDE TRAFFIC SIGNAL MAINTENANCE SERVICES BY AND BETWEEN CITY OF BANNING AND YUNEX, LLC

THIS AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES ("Amendment No. 1") by and between the **CITY OF BANNING** ("City") and YUNEX, LLC., A Delaware Limited Liability Company, ("Contractor") is effective as of this day: _____.

RECITALS

A. City and Contractor entered into that certain Contract dated August 17, 2023 for the purpose of providing traffic signal maintenance services ("Agreement") following Request for Proposal (RFP 23-030).

B. City and Contractor now desire to amend the Agreement to extend the Term of the Agreement to August 31, 2025, and increase the Contract Sum to Fifty Thousand Dollars ($50,000.00).

The Parties therefore agree follows:

1. Amended Terms. The Agreement is hereby amended as follows:

1.1 The maximum compensation for the Services performed pursuant to this Amendment No. 1 shall not exceed Twenty-Five Thousand Dollars ($25,000.00) thereby increasing the Contract Sum, as set forth in Section 2.1 of the Agreement, to Fifty Thousand Dollars ($50,000.00).

1.2 The Term of the Agreement, as set forth in Section 3.4 of the Agreement, is hereby extended through August 31, 2025, unless sooner terminated or extended as provided in the Agreement.

2. Miscellaneous Provisions

2.1 Continued Effect of Agreement. Except as amended by this Amendment No. 1, all provisions of the Agreement, as amended by Amendment No.1, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1. In the event of a conflict between the provisions of this Amendment No. 1 and the provisions

of the Agreement or Amendment No. 1, the provisions of this Amendment No. 1 shall control.

2.2 Consideration for Amendment. The parties hereby agree that they have each received adequate and independent consideration for the modifications to the Agreement set forth in this Amendment No. 1.

2.3 Authority. The persons executing this Amendment No. 1 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 Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 1, and (iv) entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound.

2.4 Counterparts. This Amendment No. 1 may be signed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

2.5 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.

[SIGNATURE PAGE FOLLOWS]

The Parties are signing this Amendment No. 1 on the date stated in the introductory clause.

CITY OF BANNING	CONTRACTOR
Douglas Schulze, City Manager	NAME: TITLE:
City Council Approval: _____	NAME: TITLE:

ATTEST:

Caroline Patton
Administrative City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

Serita R. Young
City Attorney

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 CONTRACTOR'S BUSINESS ENTITY.

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Robert Fisher, Acting City Manager**
PREPARED BY:	**Carla Young, Business Support Manager** **Art Vela, Director of Public Works**
MEETING DATE:	**June 10, 2025**
SUBJECT:	**Consideration of Resolution 2025-80, Approving the First Amendment to Extend the End Date of the Sole-Source Professional Services Agreement with VCS Environmental to Provide Wetland Permitting Consulting and Strategy Services to the City of Banning until June 30, 2026 with a Remaining Balance of $152,551**

RECOMMENDATION:

Adopt Resolution 2025-80.

BACKGROUND:

On October 25, 2022, City Council approved Resolution 2022-145, approving a Sole-Source Professional Services Agreement with VCS Environmental (VCS) for wetlands permitting consulting and strategy services. This resolution provided an end date of Fiscal Year 2025 rather than the complete three year term of the contract allowable within the City's Purchasing Policy B-30. VCS has provided environmental consulting services related to the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) requirements and the City's application with the Federal Emergency Management Agency (FEMA) for a Wildfire Mitigation Grant for the City's Mias Canyon Utility Line Project and for coordination of the protection of the Smith Creek corridor.

The professional services contract with VCS was initially approved and issued in the amount not to exceed $189,000. To date there is $152,551 remaining. No additional funds are needed at this time.

JUSTIFICATION:

VCS is currently assisting the City with biological survey services which is a requirement under the Wildfire Mitigation Grant application process for the City's Mias Canyon Utility Line Project. The project grant application is approximately 95% complete pending the completion of the biological surveys. VCS has been involved in assisting staff in navigating the requirements with the MSHCP and FEMA. Therefore, continuing the contract with VCS is the most efficient and effective path through the remainder of the grant application process due to their support and experience with the project.

Additionally, the term extension will allow VCS to finalize other work that is currently underway related to the development of an actionable plan for the protection and development along the Smith Creek watershed and corridor.

FISCAL IMPACT:

The remaining contract balance is $152,551. It is estimated that the expense for VCS to complete the Mias Canyon Utility Line Project work is approximately $41,365 and will be funded by the Electric Utility

Budget (Fund 670). The work related to Smith Creek is approximately $12,710 and will be funded from the Engineering budget (Fund 001-3000).

ALTERNATIVES:

The City Council may choose to reject staff's recommendation and provide alternative direction.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Resolution 2025-80 VCS Enviro Amendment.docx
2. Exhibit A - Amend No.1.docx
3. Executed C00799 VCS ENVIRONMENTAL.pdf
4. CC Resolution No. 2022-145_SIGNED.pdf

RESOLUTION 2025-80

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE FIRST AMENDMENT TO EXTEND THE END DATE OF THE SOLE-SOURCE PROFESSIONAL SERVICES AGREEMENT WITH VCS ENVIRONMENTAL TO JANUARY 11, 2026

WHEREAS, on October 25, 2022, City Council approved Resolution 2022-145, approving a Sole-Source Professional Services Agreement with VCS Environmental for wetlands permitting consulting and strategy services; and

WHEREAS, this resolution provided an end date of Fiscal Year 2025 rather than the complete three-year term of the contract allowable within the City's Purchasing Policy B-30; and

WHEREAS, there is a remaining balance in the contract of $152,551; and

WHEREAS, VCS has assisted in the environmental requirements related to the western Riverside Multiple Species Habitat Conservation Plan (“MSHCP”) and the City's application with Federal Emergency Management Agency (“FEMA”) for the Wildfire Mitigation Grant for the City's Mias Canyon Utility Line Project; and

WHEREAS, VCS has also assisted in the development of an actionable plan for the protection and development along the Smith Creek watershed and corridor; and

WHEREAS, the City requires a subject-matter expert to continue the advisement to staff regarding the environmental needs required under the Wildfire Mitigation Grant grant application process and watershed protection of Smith Creek; and

WHEREAS, the Wildfire Mitigation grant application is approximately 95% complete and VCS has been involved in navigating the requirements with the MSHCP and FEMA; and

WHEREAS, continuing the contract with VCS is the most efficient and effective path through the remainder of the application process due to the skill, experience and knowledgebase provided by VCS Environmental for both work efforts.

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 sole-source professional services agreement with VCS Environmental to extend the end date to January 11, 2026, with a remaining balance of $152,551.

SECTION 2. The City Council authorizes the City Manager to make non-substantive changes to the professional services agreement and to execute the amendment to the professional services agreement with VCS Environmental on behalf of the City Council.

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 10th day of June, 2025.

Sheri Flynn, Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

John Pinkney, Interim 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 2025-80, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 10th 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
VCS Environmental Amendment No., 1

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT (C00799) FOR WETLANDS PERMITTING CONSULTING AND STRATEGY SERVICE BY AND BETWEEN CITY OF BANNING AND VCS ENVIRONMENTAL

THIS AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES ("Amendment No. 1") by and between the **CITY OF BANNING** ("City") and **VCS ENVIRONMENTAL,** a California Corporation ("Consultant") is effective as of this day: _____.

RECITALS

A. City and Consultant entered into that certain Contract dated January 11, 2023 for the purpose of providing Wetlands Permitting Consulting and Strategy Services ("Agreement") following a sole source procurement, as approved by City Council Resolution 2022-145.

B. City and Consultant now desire to amend the Agreement to extend the Term of the Agreement to June 30, 2026.

The Parties therefore agree follows:

1. Amended Terms. The Agreement is hereby amended as follows:

1.1 The Term of the Agreement, as set forth in Section 3.4 of the Agreement, is hereby extended through June 30, 2026, unless sooner terminated or extended as provided in the Agreement.

2. Miscellaneous Provisions

2.1 Continued Effect of Agreement. Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No 1. In the event of a conflict between the provisions of this Amendment No. 1 and the provisions of the Agreement or Amendments No. 1, the provisions of this Amendment No. 1 shall control.

2.2 Consideration for Amendment. The parties hereby agree that they have each received adequate and independent consideration for the modifications to the Agreement set forth in this Amendment No. 1.

2.3 Authority. The persons executing this Amendment No. 1 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 Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 1, and (iv) entering into this Amendment No.

1 does not violate any provision of any other agreement to which said party is bound.

2.4 Counterparts. This Amendment No. 1 may be signed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

2.5 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.

[*SIGNATURE PAGE FOLLOWS*]

The Parties are signing this Amendment No. 1 on the date stated in the introductory clause.

CITY OF BANNING	CONSULTANT
Robert Fisher, Acting City Manager	NAME: TITLE:
City Council Approval: _____	NAME: TITLE:
ATTEST:	
Caroline Patton Administrative City Clerk	
APPROVED AS TO FORM: Solvak, Baron, Empey, Murphy & Pinkney LLP	
John O. Pinkney City Attorney	

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.

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AGREEMENT FOR PROFESSIONAL SERVICES (C00799) FOR WETLANDS PERMITTING CONSULTING AND STRATEGY SERVICES BY AND BETWEEN CITY OF BANNING AND VCS ENVIRONMENTAL

THIS AGREEMENT FOR PROFESSIONAL SERVICES (herein "Agreement") is made and entered into this day: January 11, 2023, ("Effective Date") by and between the **CITY OF BANNING**, a California municipal corporation ("City") and Vandermost Consulting Services, Inc., doing business as **VCS ENVIRONMENTAL**, 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 Sole Source Justification, the performance of the services for the Wetlands Permitting Consulting and Strategy 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

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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 page 1 of 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).

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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.

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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
Julie Beeman	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

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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,

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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 One Hundred Eighty Nine Thousand Dollars ($189,000.00) (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.

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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

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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 continue in full force and effect until completion of the services but not exceeding three (3) years 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.

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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.

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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, 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") and reimburse the Indemnitees their costs and expenses of defense, 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 reasonable 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 negligent 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

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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 reimburse the Indemnitees their costs and expenses of defense in any action or actions filed in connection with any Liabilities, 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.in proportion to Consultant's fault.

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 the Indemnitees from and against any and all Liabilities at law or in equity and reimburse the Indemnitees their costs and expenses of defense, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the negligent 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.

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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

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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

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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.

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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

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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

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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:

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If to City	Attn: Adam Rush Community Development Director City of Banning 99 East Ramsey Street Banning, California 92220 Email: ARush@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: Lynne Tilden Executive Assistant/Project Coordinator VCS Environmental 3090 Rancho Viejo Road Ste 100 San Juan Capistrano, CA 92675 Email: LTilden@vcsenvironmental.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.

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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.

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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.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF BANNING

DocuSigned by:
Doug Schulze 1/11/2023
0AD1BA267CE497...
Douglas Schulze, Date
City Manager

ATTEST:

DocuSigned by:
1/11/2023
72C67B4306A44C7...
Caroline Patton Date
Deputy City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

DocuSigned by:
Serita Young 1/11/2023
F3821C827AF84EF...
Serita R. Young Date
City Attorney

CONSULTANT

Julie Beeman 1/5/2023
NAME: JULIE BEEMAN Date
TITLE: President

NAME: Date
TITLE:

33-0813484
Tax ID No.

Address:
VCS Environmental
30100 Rancho Viejo Road, #100
San Juan Capistrano CA 92675

City Council Approval: October 25, 2022

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.

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EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services in connection with providing Wetlands Permitting Consulting and Strategy Services prepared in connection therewith

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

See attached page 1 of proposal dated October 7, 2022

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.

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VCS Environmental
EXPERT SOLUTIONS | CEQA-NEPA . Biology . Regulatory

October 7, 2022

Adam Rush
Community Development Director
City of Banning
99 East Ramsey Street
Banning, California 92220

Re: Proposal for the City of Banning

Dear Adam:

Please consider this letter a scope of work for Vandermost Consulting Services, Inc. doing business as VCS Environmental (VCS) to assist the City of Banning with a general environmental on-call services for 3 years.

We recommend a time and materials contract in the amount of up to $63,000 annually (assumes up to 200 hours per year) or $189,000 for three years.

We bill monthly with invoices due upon receipt, pursuant to the attached fee schedule. We will only bill for time spent. Miscellaneous expenses such as reprographics, Federal Express, mileage, and postage are billed as reimbursable expenses for the actual cost.

We look forward to working with you on this project. To authorize VCS to proceed, please sign below and return. Please do not hesitate to contact me at 949-289-3624 with any questions.

Sincerely,

Julie Beeman

Julie Beeman
President

Attachment: VCS Environmental 2022-2023 Fee Schedule

Authorization_____Date_____

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EXHIBIT "B"
SPECIAL REQUIREMENTS

None

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EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks ("Tasks") at the following rates:

TASK	DESCRIPTION	SUB-BUDGET
1.	Year One (up to 200 hours)	Not-to-Exceed $63,000
2.	Year Two (up to 200 hours)	Not-to-Exceed $63,000
3.	Year Three (up to 200 hours)	Not-to-Exceed $63,000
	TOTAL	Not-to-Exceed $189,000

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. Over 8 hours, nighttime and Saturday monitoring are charged at time and a half and work on Sunday is charged double time.

B. Line items for all materials and equipment properly charged to the Services. Equipment charges include: (1) small unmanned aircraft system (drone) One Hundred Fifty Dollars ($150) per day; (2) submeter GNSS surveying device Forty Dollars ($40) per day; and (3) field survey computer software Three Hundred Fifty Dollars ($350) per project.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation. Reimbursable expenses incurred directly for City's project will be billed at the actual cost and are not included in the Contract Sum. Reimbursable expenses include, but are not limited to, reprographics, Federal Express, necessary transportation costs including mileage by automobile at the IRS reimbursement rate, toll road fees, meals and lodging, computer software and services and photocopying.

D. Line items for all approved sub-contractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for Services shall not exceed $189,000.00 as provided in Section 2.1 of this Agreement.

V. Consultant's billing rates for all personnel are attached as Exhibit C-1.

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EXHIBIT "C-1"
CONSULTANT'S BILLING RATE

Job Title	Hourly Rate
President	$315
Vice President	$265
Directors	$245
Assistant Directors	$230
Senior Project Manager III (Environmental Analyst, Planner, Biologist)	$225
Senior Project Manager II (Environmental Analyst, Planner, Biologist)	$220
Senior Project Manager I (Environmental Analyst, Planner, Biologist)	$215
Project Manager III (Environmental Analyst, Planner, Biologist, GIS Specialist)	$210
Project Manager II (Environmental Analyst, Planner, Biologist, GIS Specialist)	$202
Project Manager I (Environmental Analyst, Planner, Biologist, GIS Specialist)	$195
Assistant Project Manager (Environmental Analyst, Planner, Biologist, GIS Specialist)	$187
Project Coordinator II	$175
Project Coordinator I	$165
Senior Archaeologist/ Paleontologist	$187
Botanist	$162
Archaeologist/Paleontologist	$140
Production Coordinator	$122
Senior Cultural Field Monitor	$110
Field Assistant	$110
Office Assistant	$110
Cultural Field Monitor	$102

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EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services timely, and deliver the specified tangible work products to City.

II. The Contract Officer may approve extensions for performance of the Services in accordance with Sections 1.8 and 3.3.

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RESOLUTION 2022-145

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A SOLE SOURCE PROFESSIONAL SERVICES AGREEMENT WITH VCS ENVIRONMENTAL IN AN AMOUNT NOT TO EXCEED $189,000 TO PROVIDE WETLANDS PERMITTING CONSULTING AND STRATEGY SERVICES TO THE CITY OF BANNING.

WHEREAS, on June 18, 2020 the City solicited proposals for On-Call Environmental and Land Use Planning support services to augment the services provided by the Community Development Department; and

WHEREAS, on October 13, 2020 the City Council adopted Resolution 2020-13 which identified firms with the top five (5) evaluation scoring as Webb and Associates; CASC Engineering and Consulting, Inc.; Michael Baker International; Rincon Consultants; and VCS Environmental; and

WHEREAS, on June 8, 2022 the Community Development Director solicited and received a letter proposal from VCS Environmental in the amount of $4,750.00 to provide expert advice and strategy to Planning Department Staff during meetings with the California Department of Fish & Wildlife (CDFW), the United States Fish and Wildlife Service (USFWS), and to a lesser extent the Army Corp of Engineers (ACOE); and

WHEREAS, City staff has negotiated the Scope of Work with VCS Environmental, to provide expertise and skill of a Wetlands Permitting and Biological Resource Specialist to support and advise staff along these lines of Streambed Alteration Permits and other similar activities; and

WHEREAS, existing circumstances pertaining to the negotiation of Streambed Alteration Permits between new development projects are facing increased scrutiny through the wetland and biological permitting and mitigation strategies; and

WHEREAS, the Purchasing Officer has determined this service qualifies for sole source procurement as no other firms can provide the level of knowledge, experience, and expertise to assist and advise the City on wetland and biological permitting and mitigation strategies; and

WHEREAS, staff recommends the award of a Professional Services Agreement to VCS Environmental, in an amount not-to-exceed $189,000 for Fiscal Years 22/23; 23/24; 24/25; and

WHEREAS, funding will be available in the amount of $63,000 per year in the City's Community Development Department accounts during Fiscal Years 22/23; 23/24; 24/25 in the amount of not-to-exceed $189,000.

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

SECTION 1. The Banning City Council hereby approves a Professional Service Agreement with VCS Environmental in a not-to-exceed total amount of $189,000 for Fiscal Years 22/23; 23/24; and 24/25 to provide City staff expert advice and strategy consultation that will assist and advise on the wetland and biological permitting and mitigation strategies for current and future land development projects.

SECTION 2. The City Council hereby authorizes the City Manager or his designee is authorized to make necessary budget adjustments, appropriations and transfers related to this professional services agreement.

SECTION 3. The City Council hereby authorizes the City Manager or his designee to execute a Professional Services Agreement with VCS Environmental, in substantial form of the agreement attached as Exhibit A hereto, for a compensation amount not-to-exceed $189,000.

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, ADOPTED AND APPROVED this 25th day of October 2022.

Colleen Wallace, Mayor
City of Banning

ATTEST:

Caroline Patton, Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

Serita R. Young, City Attorney
Richards, Watson & Gershon

DocuSign Envelope ID: 84AECE13-2B13-4754-9A0F-DF43A47C9310

CERTIFICATION:

I, Caroline Patton, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2022-145, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on 25th day of October 2022 by the following vote, to wit:

AYES: Happe, Sanchez, Wallace.

NOES:

ABSENT: Minjares.

ABSTAIN:

Caroline Patton, Deputy City Clerk
City of Banning, California

DocuSign Envelope ID: 84AECE13-2B13-4754-9A0F-DF43A47C9310

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

PREPARED BY: **Adam Rush, Community Development Director**

MEETING DATE: **October 25, 2022**

SUBJECT: **Consideration of Resolution 2022-145, Approving a Sole-Source Professional Services Agreement with VCS Environmental to Provide Wetlands Permitting Consulting and Strategy Services to the City of Banning for a Not-to-Exceed Amount of $189,000**

RECOMMENDATION:

Staff recommends the approval of Resolution 2022-145:

1. Authorizing the City Manager or designee to enter into a Sole-Source Professional Services Agreement with VCS Environmental for wetlands permitting consulting and strategy services associated with various development projects within the City.
2. Authorizing the City Manager or designee to make necessary budget adjustments, appropriations and transfers related to the Sole-Source Professional Services Agreement with VCS Environmental.
3. Authorizing the City Manager or designee to execute a Sole-Source Professional Services Agreement with VCS Environmental in an amount not to exceed $189,000 over a three (3) year term.

BACKGROUND:

As development opportunities within the City become more competitive the availability of vacant land free of environmental constraints narrows. City staff has been approached by our development partners to assist, and in some times mediate, in negotiations concerning wetlands permitting and mitigation strategies. City staff requires the expertise and skill of a Wetlands Permitting and Biological Resource Specialist to support and advise staff along these lines of Streambed Alteration Permits and other similar activities. VCS Environmental has provided biological consulting services, related to the western Riverside MSHCP, regulatory agency permitting, mitigation banking and mitigation laws associated with California Environmental Quality Act requirements for over 20 years. VCS brings specific expertise in the negotiation in the area of CDFW, USFWS, and Army Corp of Engineers (ACOE) permitting, wetlands mitigation, and fee bank credit programs. These areas, and ability to identify the most concise and common-sense approach, can provide an expert opinion for City staff that is not found in other consulting firms.

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JUSTIFICATION:

The City requires a subject-matter expert to advise staff and secondly, the City's development partners, in the most efficient and effective path through wetlands permitting negotiation. City staff does not have subject-matter experts of the skill, experience, and knowledgebase as provided by VCS Environmental.

FISCAL IMPACT:

The Community Development operational budget will fund the requested increase, Account No. 001-2800-441.33-11 (Professional Services), summarized below:

Fiscal Year(s)	Estimated Amount
2022/2023	$63,000
2023/2024	$63,000
2024/2025	$63,000
Total	**$189,000**

ALTERNATIVE:

The City Council may choose to reject staff's recommendation and provide alternative direction.

ATTACHMENTS:

1. Resolution 2022-145
   https://banningca.gov/DocumentCenter/View/11597/1-Resolution-2022-145-VCS-Environmental
2. Professional Services Agreement
   https://banningca.gov/DocumentCenter/View/11598/2-Professional-Services-Agreement-Template
3. VCS Environmental Proposal
   https://banningca.gov/DocumentCenter/View/11599/3-VCS-Environmental-Proposal
4. Draft Sole-Source Vendor Form
   https://banningca.gov/DocumentCenter/View/11600/4-Draft-Sole-Source-Vendor-Form-VCS-Environmental
5. VCS Letter Proposal
   https://banningca.gov/DocumentCenter/View/11595/5-VCS-Letter-Proposal_20220608
6. On-Call Planning Services RFP
   https://banningca.gov/DocumentCenter/View/11596/6-On-Call-Planning-Services-RFP-CC-Resolution-2020-130

Approved by:

Douglas Schulze
City Manager

RESOLUTION 2022-145

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A SOLE SOURCE PROFESSIONAL SERVICES AGREEMENT WITH VCS ENVIRONMENTAL IN AN AMOUNT NOT TO EXCEED $189,000 TO PROVIDE WETLANDS PERMITTING CONSULTING AND STRATEGY SERVICES TO THE CITY OF BANNING.

WHEREAS, on June 18, 2020 the City solicited proposals for On-Call Environmental and Land Use Planning support services to augment the services provided by the Community Development Department; and

WHEREAS, on October 13, 2020 the City Council adopted Resolution 2020-13 which identified firms with the top five (5) evaluation scoring as Webb and Associates; CASC Engineering and Consulting, Inc.; Michael Baker International; Rincon Consultants; and VCS Environmental; and

WHEREAS, on June 8, 2022 the Community Development Director solicited and received a letter proposal from VCS Environmental in the amount of $4,750.00 to provide expert advice and strategy to Planning Department Staff during meetings with the California Department of Fish & Wildlife (CDFW), the United States Fish and Wildlife Service (USFWS), and to a lesser extent the Army Corp of Engineers (ACOE); and

WHEREAS, City staff has negotiated the Scope of Work with VCS Environmental, to provide expertise and skill of a Wetlands Permitting and Biological Resource Specialist to support and advise staff along these lines of Streambed Alteration Permits and other similar activities; and

WHEREAS, existing circumstances pertaining to the negotiation of Streambed Alteration Permits between new development projects are facing increased scrutiny through the wetland and biological permitting and mitigation strategies; and

WHEREAS, the Purchasing Officer has determined this service qualifies for sole source procurement as no other firms can provide the level of knowledge, experience, and expertise to assist and advise the City on wetland and biological permitting and mitigation strategies; and

WHEREAS, staff recommends the award of a Professional Services Agreement to VCS Environmental, in an amount not-to-exceed $189,000 for Fiscal Years 22/23; 23/24; 24/25; and

WHEREAS, funding will be available in the amount of $63,000 per year in the City's Community Development Department accounts during Fiscal Years 22/23; 23/24; 24/25 in the amount of not-to-exceed $189,000.

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

SECTION 1. The Banning City Council hereby approves a Professional Service Agreement with VCS Environmental in a not-to-exceed total amount of $189,000 for Fiscal Years 22/23; 23/24; and 24/25 to provide City staff expert advice and strategy consultation that will assist and advise on the wetland and biological permitting and mitigation strategies for current and future land development projects.

SECTION 2. The City Council hereby authorizes the City Manager or his designee is authorized to make necessary budget adjustments, appropriations and transfers related to this professional services agreement.

SECTION 3. The City Council hereby authorizes the City Manager or his designee to execute a Professional Services Agreement with VCS Environmental, in substantial form of the agreement attached as Exhibit A hereto, for a compensation amount not-to-exceed $189,000.

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, ADOPTED AND APPROVED this 25th day of October 2022.

Colleen Wallace, Mayor
City of Banning

ATTEST:

Caroline Patton, Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

Serita R. Young, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2022-145, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on 25th day of October 2022 by the following vote, to wit:

AYES: Happe, Sanchez, Wallace.

NOES:

ABSENT: Minjares.

ABSTAIN:

Caroline Patton, Deputy City Clerk
City of Banning, California

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Robert Fisher, Acting City Manager**
PREPARED BY:	**Ralph Wright, Parks and Recreation Director** **Ralph Wright, Parks and Recreation Director**
MEETING DATE:	**June 10, 2025**
SUBJECT:	**Consideration of a Fee Waiver Request Not-to-Exceed $5,370 for Stagecoach Days Association's Use of Dysart Park for Equestrian and Community Events (Other than "Stagecoach Days") to Benefit the Community**

RECOMMENDATION:

Approve the fee waiver of no more than $5,370.

BACKGROUND:

The Stagecoach Days Association has increased event offerings over the last few years in an effort to provide equestrian events to the community and as a way to fundraise to offset overall expenditures for one of the City's Signature Events, Stagecoach Days, which includes a parade, a PRCA rodeo and more. As they have increased their offerings with barrel racing series and community events such as an Octoberfest event, Barrels, Brews and Bites, Toy drives and more, they have been required to pay the adopted fees for the use of Dysart. This reduces their ability to fundraise. During a number of parks and recreation related Council Agenda items in the past months, this has been discussed and numerous Council members mentioned that a fee waiver for the use of Dysart park for these types of events were warranted.

Based on past scheduled events and estimated total usage days, Stagecoach Days is requesting of the waiver of up to 30 days of adopted fees for the rental of Dysart Park of $145 per day and the adopted light fees of a minimum of $34 per use. The 30 days were based on up to three 6-week barrel racing series events and an estimated 3 additional larger scale community events that each may use up to four days to prepare and run the events. The total fee waiver per day would be $179 for a not to exceed amount of $5,370.

Chapter 3.40.010 of the Banning Municipal Code establishes the protocol for the waiver of fees for non-profit organizations that provide a valuable public service for the community. Per this chapter, fee waiver requests above one thousand dollars require the authorization and approval of the Banning City Council.

JUSTIFICATION:

The Stagecoach Days Association provides a valuable service to the community by providing equestrian events that are not otherwise offered. They also volunteer a significant amount of time and have and continue to fund and volunteer to complete improvement projects at Dysart Park. In recent years, they have provided improvements to the announcer's booth, arena itself, concrete installations and much

more. They have recently received funding and plan to make additional improvements to the area extending the arena allowing Dysart Park to be an acceptable arena for certain gymkhana events that without the lengthening of the arena, would not be able to use Dysart Park.

These continued efforts and the increased small and large events bring in significant out of town patrons that will and do solicit Banning businesses and for these reasons, a fee waiver of this amount is warranted.

FISCAL IMPACT:

Although there is a potential loss of revenue from other users and some rental revenue loss associated with the fee waiver, the improvements to the facility and the economic generation for the City with their event offerings, there is minimal if any negative fiscal impact and the potential for increases in generated tax revenue and direct facility revenue in the future.

ALTERNATIVES:

Do not approve the fee waiver request and provide alternative direction.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Stagecaoch Days Association - Fee Waiver Request_6.10.25.pdf

Stagecoach Days Association
P.O. Box 604
Banning, CA 92220

June 4, 2025

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

Attn: City Manager and Parks & Recreation Department

Subject: Request to Waive Rental Fees for Dysart Park – Stagecoach Days Association

Dear City of Banning Officials,

My name is Amy Pippenger, and I serve as Chair of the Stagecoach Days Association, a nonprofit 501(c)(3) organization comprised entirely of community volunteers. I am writing to respectfully request the City of Banning waive the rental fees for the use of Dysart Park for a total of **30 days throughout the year** for our ongoing community events and activities.

Stagecoach Days Association is proud to carry on the long-standing tradition of celebrating Banning's heritage through events like **Stagecoach Days**, **Barrels, Brews, & Bites**, and our **Annual Christmas Barrel Race and Toy Drive**, which benefits the Banning Police Officers Association. During this event, collected toys are distributed on fire trucks throughout the city, spreading joy to children and families during the holiday season.

Throughout the year, we also host local barrel races, rodeo queen practices, and other community-centered equestrian events that use Dysart Park as a central hub.

In addition to our events, our committee members have **adopted Dysart Park** through the City's Adopt-a-Park Program. Our volunteers have put in countless hours maintaining and improving the park. We have undertaken tasks such as painting, weeding, mowing lawns, applying bug

spray, addressing termite concerns, and other general upkeep efforts—all done at no cost to the City. This work ensures the park remains a clean, welcoming space for all community members.

We believe our continued stewardship of Dysart Park and the public benefit of our events align with the city's goals of supporting community engagement and historical celebration. Waiving the rental fees would allow us to allocate more resources directly to these community programs and ensure their ongoing success.

Thank you for your consideration of this request. We remain committed to working alongside the City to preserve Banning's legacy and enhance public spaces like Dysart Park for the benefit of all.

Sincerely,
Amy Pippenger
Chair, Stagecoach Days Association
stagecoachdays@yahoo.com
(951) 552-6730

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Robert Fisher, Acting City Manager**
PREPARED BY:	**Nate Smith, Deputy Director of Public Works/City Engineer** **Art Vela, Director of Public Works**
MEETING DATE:	**June 10, 2025**
SUBJECT:	**Consideration of Resolution 2025-81, Approving a List of Projects to be Funded for Fiscal Year 2025/2026 by SB 1 "The Road Repair and Accountability Act of 2017"**

RECOMMENDATION:

Adopt Resolution 2025-81.

BACKGROUND:

Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation shortfalls statewide. SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year. The City must include a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, in the City budget, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement.

The City will receive an estimated $845,354 in RMRA funding in Fiscal Year 2025/2026 from SB 1. The unexpended amount of $816,149 in RMRA funding received in Fiscal Year 2024/2025 will be used in conjunction with Fiscal Year 2025/2026 to complete the projects. The City used a Pavement Management System to develop the SB 1 projects list to ensure revenues are being used in an efficient and cost-effective manner.

The preliminary cost estimate for these proposed projects is $1,190,000 as listed below.

- Ramsey and Omar Intersection Improvements - $300,000
- 12th Street AC Overlay (from Westward Avenue to Barbour Street) - $60,000
- Highland Home Road Slurry Seal (from Wilson Street to Ramsey Street) – $80,000
- Banning Ramsey Street Pedestrian Safety Improvement (Ramsey Street at 16th Street, 6th Street, 2nd Street, and at Martin Street) - $400,000
- Highland Springs AC Overlay (From Wilson Street to the Railroad Tracks) - $350,000

PAVEMENT MANAGEMENT SYSTEM UPDATE

The City utilizes Cartegraph Asset Management software from OpenGov for management of the pavement assets in the City. A citywide pavement assessment was conducted in 2015 with that data

loaded into Cartegraph. Since that time, projects have been prepared and proposed in part to the previous 2015 assessment.

On July 9, 2024, City Council approved Resolution 2024-116 to enter into a contract with Roadway Asset Services to conduct a new pavement survey, as well as other roadway assets not collected in 2015 including signage, striping, curbs, sidewalks, ADA ramps, street trees, and streetlights. The roadway assessment was completed in November 2024, and City staff continues to work with the RAS group on implementation and incorporation of this data into the Cartegraph system. This work includes updating GIS information, identifying City specific pavement treatments, developing thresholds for pavement interventions, and creating specific workflows and analyses to identify roadway segments for intervention to maintain a desired Citywide Pavement Condition Index (PCI). The detail in the assessment also looks at variability of quality on a roadway segment. For example, if there is a roadway segment with a small portion in severe distress, it brings down the entire score for the segment. However, it may be necessary to repair just that section rather than the entire road segment. Detailed information like this will help staff in determining the appropriate mitigations and spread the limited funding available further than if we treated the entire segment as severely distressed.

The current assessment scored asphalt condition Citywide at 71, the lower limit of the Satisfactory PCI range. The assessment also indicated that 88% of the asphalt in the community is rated with a PCI of 56 or higher, or in a Fair, Satisfactory, or Good condition. It is good practice to intervene early and often, typically when pavement dips below a PCI of 80 with slurry type treatments to extend pavement life overall, and consider grind/overlay when PCI continues to drop lower. The least costly interventions are slurry type projects on roads in good condition to extend their life.

Included with this staff report is the initial data presentation received from RAS. Once the full incorporation of the data is made with Cartegraph, including non-pavement roadway assets and maintenance scenarios have been constructed a further demonstration workshop can be presented to Council. Additionally, Public Works staff is participating in further pavement management training, standard and specifications updates with the City and County Pavement Improvement Center (research partnership including UC Davis, UC Berkeley, and Cal Poly San Luis Obispo), and collaboration with surrounding communities on best local practices.

JUSTIFICATION:

Local agencies are required to submit a list of projects to be funded by RMRA funds to the California Transportation Commission (CTC) by July 1, 2025 to receive funding for Fiscal Year 2025/2026.

FISCAL IMPACT:

The State Department of Finance estimates that the City of Banning will receive $845,354 in RMRA funding in FY 2025/2026 from SB 1.

ALTERNATIVES:

The City Council may choose not to adopt the resolution at this time, which as a result the City will not be eligible to receive SB 1 funding for the Fiscal Year 2025/2026.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Resolution 2025-81, SB1 Funding Projects.docx
2. RAS Pavement Summary.pdf

RESOLUTION 2025-81

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2025/2026 TO BE FUNDED BY SB 1 "THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017"

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City will receive an estimated $845,354 in RMRA funding in Fiscal Year 2025/2026 from SB 1; and

WHEREAS, this is the nineth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate five street projects throughout the City this year and hundreds of similar projects into the future; and

WHEREAS, the 2023 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in at-risk condition and this revenue will help increase the overall quality of our road system and over the next decade will bring our streets and roads into good condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

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

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. City Council adopts Resolution 2025-81, adopting a List of Projects to be Funded by SB 1: The Road Repair and Accountability Act of 2017.

SECTION 3. City Council authorizes the City Manager or his designee to make necessary budget adjustments and to receive and record SB 1 funding in a manner necessary to comply with the requirements of SB 1.

SECTION 4. The Fiscal Year 2025/2026 list of projects planned to be funded with Road Maintenance and Rehabilitation Account revenues is attached hereto as Exhibit "A".

SECTION 5. The City Clerk is authorized to certify 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 10th day of June, 2025.

Sheri Flynn, Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

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 2025-81, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 10th 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"
City of Banning FY 2025-2026 SB 1 Projects

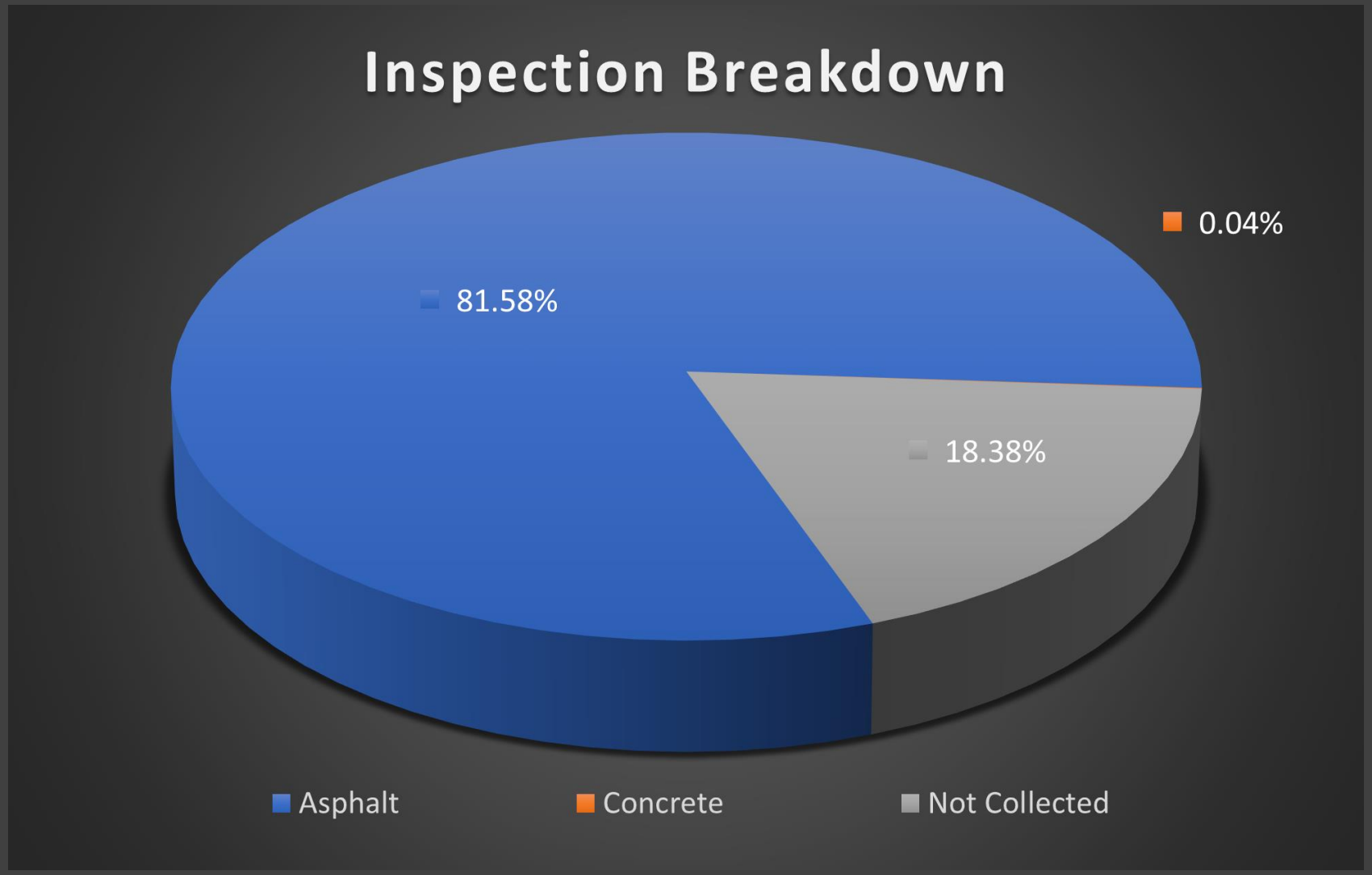
Proposed Projects List

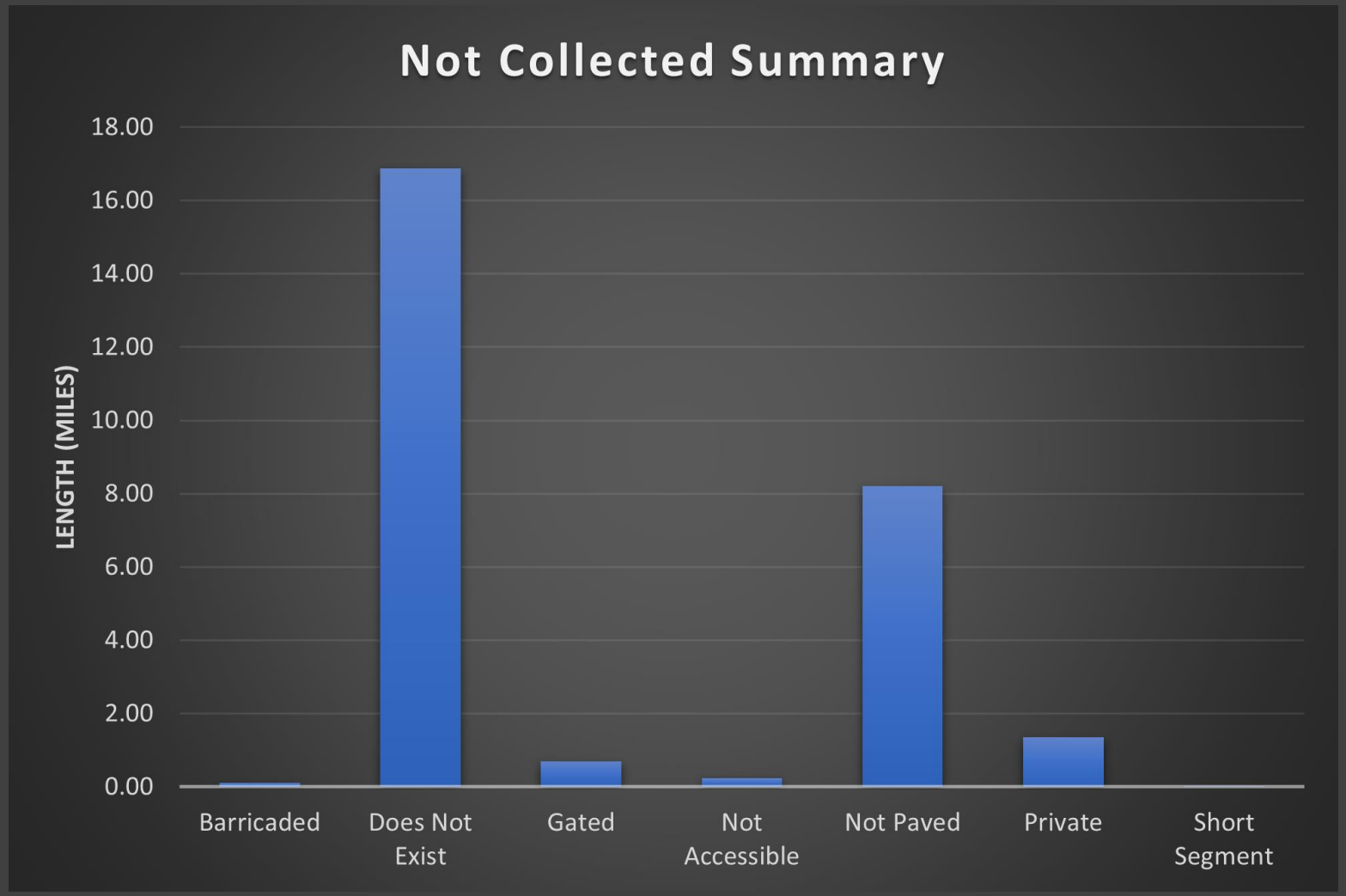
Project Title	Project Description	Project Location	Estimated Useful Life	Anticipated Start of Project	Anticipated Completion of Project
Ramsey and Omar Intersection Improvements	Grind and construct 2" asphalt concrete; adjust water valve and sewer manhole covers; repair concrete curb and gutter, sidewalk, access ramps and cross gutter; and reinstall all existing striping and pavement markers.	Ramsey and Omar Intersection	10 - 15 yrs	August 2025	December 2025
12th Street AC Overlay	Grind and construct 2" asphalt concrete; adjust water valve and sewer manhole covers; repair concrete curb and gutter, sidewalk, access ramps and cross gutter; and reinstall all existing striping and pavement markers.	12th Street from Westward Avenue to Barbour Street	10 - 15 yrs	October 2025	January 2026
Highland Home Road Slurry Seal	Apply crack seal and slurry seal on existing AC pavement; repair concrete curb & gutter, sidewalk, access ramps and cross gutter; and reinstall all existing striping and pavement markers.	Highland Home Road from Wilson Street to Ramsey Street	5-7 yrs	October 2025	January 2026
Banning Ramsey Street Pedestrian Safety Improvements	Install/upgrade pedestrian crossings at uncontrolled locations; install Rectangular Rapid Flashing Beacon (RRFB).	Ramsey Street at 16th Street, 6th Street, 2nd Street, and Martin Street	10 - 15 yrs	September 2025	January 2026
Highland Springs Ave AC Overlay	Grind and construct 2" asphalt concrete; adjust water valve and sewer manhole covers; and reinstall all existing striping and pavement markers.	Highland Springs Ave from Wilson St to train tracks	10 - 15 yrs	October 2025	January 2026

Banning, CA

2024 Pavement Condition Results

Roadway Asset Services


Inspection Breakdown
0.04%
81.58%
18.38%
Asphalt
Concrete
Not Collected

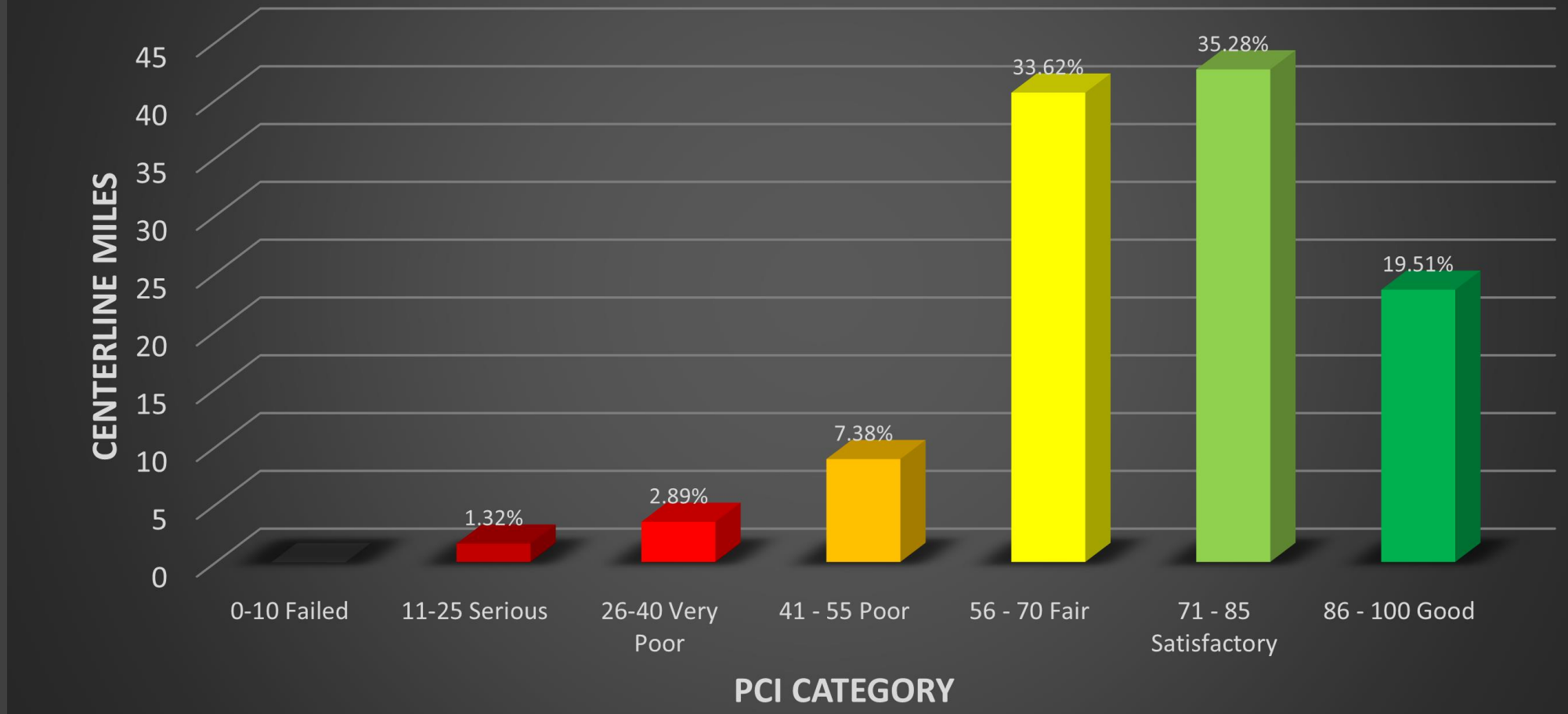

Not Collected Summary
LENGTH (MILES)
18.00
16.00
14.00
12.00
10.00
8.00
6.00
4.00
2.00
0.00
Barricaded
Does Not Exist
Gated
Not Accessible
Not Paved
Private
Short Segment

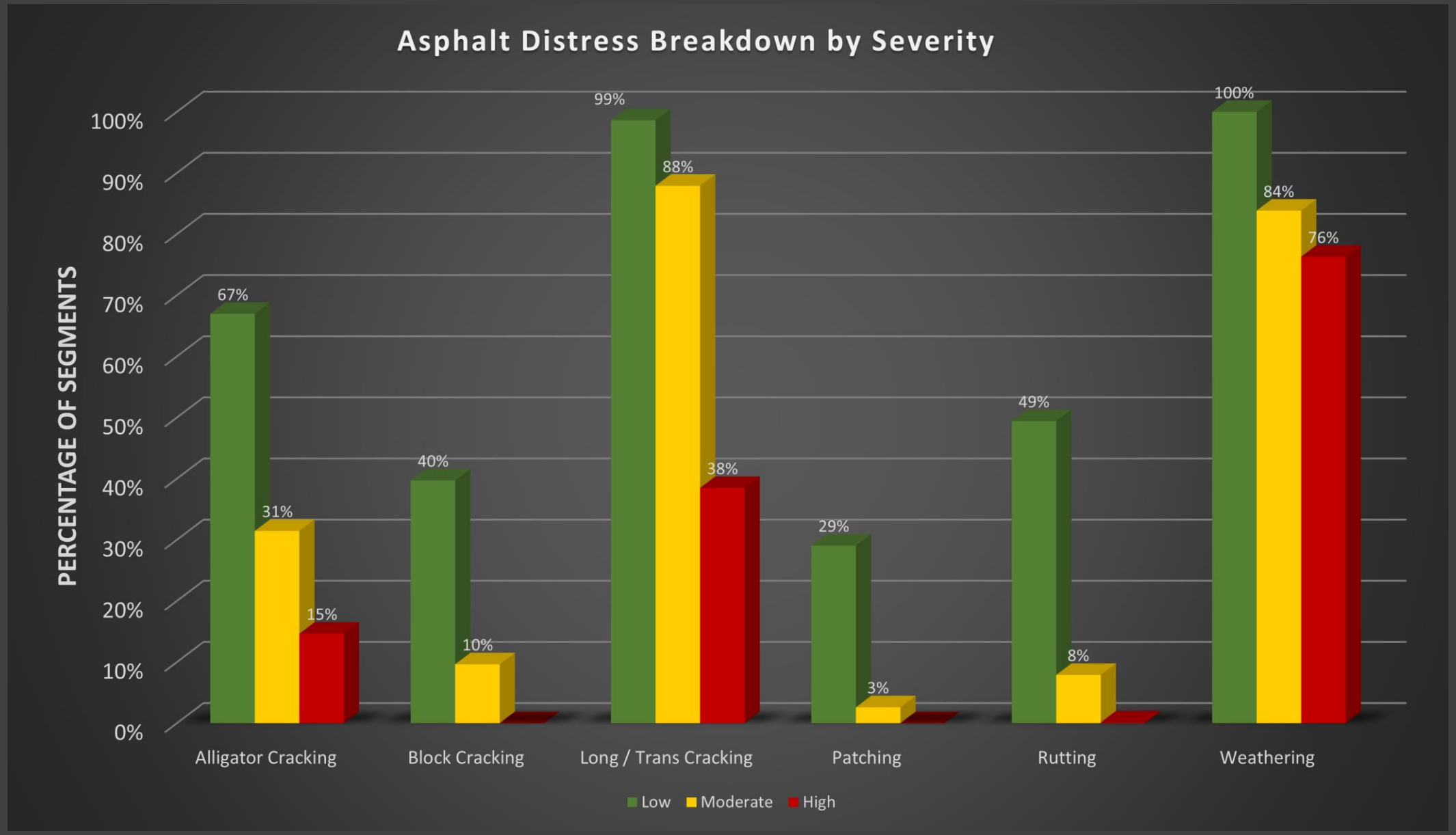
Network PCI Summary

Pavement Condition Index (PCI) Range	Condition Description	Total Area (yd2)	Total Distance (Centerline Miles)	Percent of Network Miles
86 - 100	Good	304,439	23.57	19.5%
71 - 85	Satisfactory	550,068	42.63	35.3%
56 - 70	Fair	525,852	40.62	33.6%
41 - 55	Poor	115,283	8.92	7.4%
26-40	Very Poor	44,998	3.49	2.9%
11-25	Serious	20,760	1.6	1.3%
0-10	Failed	0	0	0.0%
Total of Rated Segments		1,561,400	120.83	100.0%

Pavement Condition Category
Surface: All

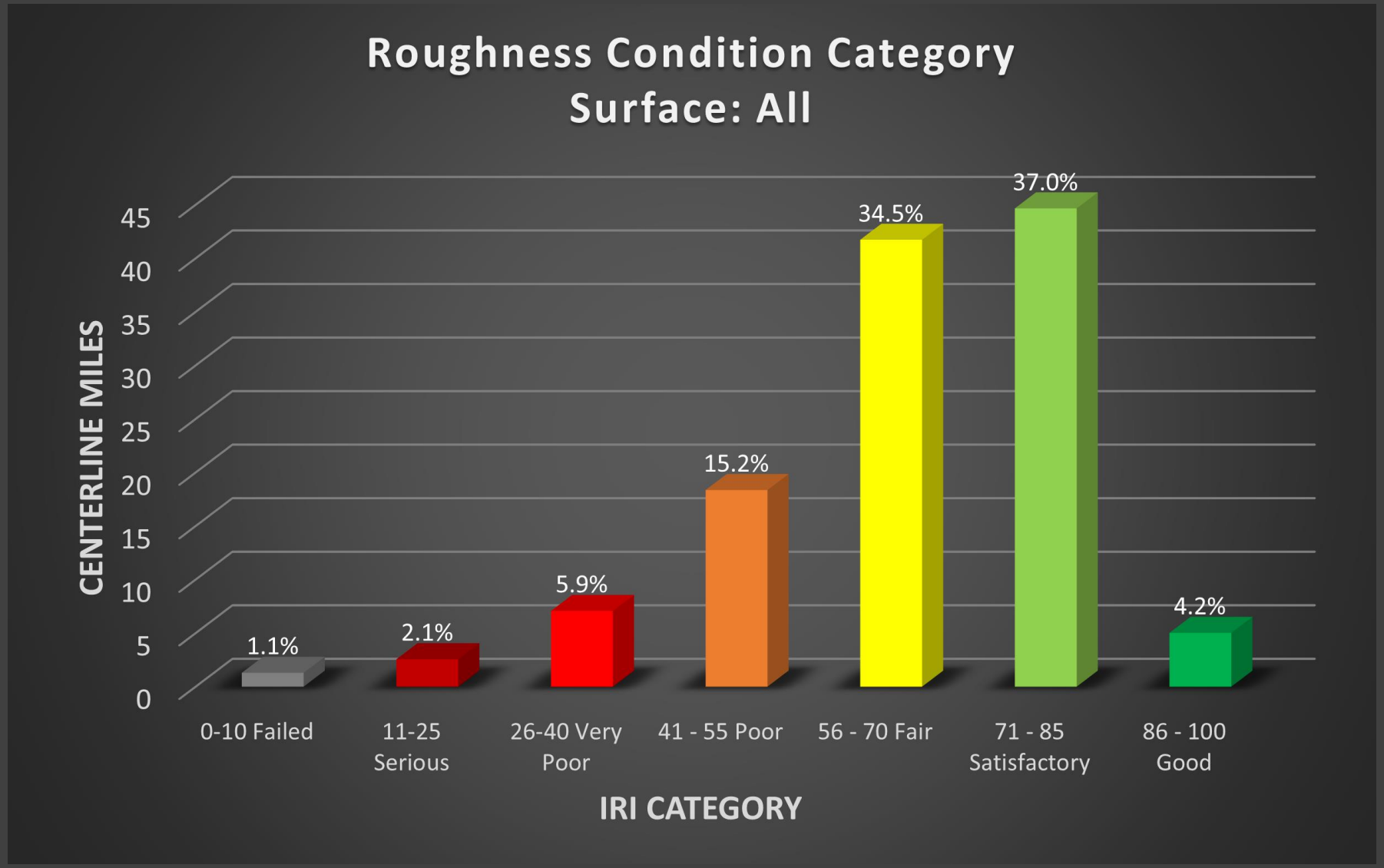
Network PCI : 71
Backlog: 4.2% (Area)




Asphalt Distress Breakdown by Severity
PERCENTAGE OF SEGMENTS
100%
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
67%
31%
15%
40%
10%
99%
88%
38%
29%
3%
49%
8%
100%
84%
76%
Alligator Cracking
Block Cracking
Long / Trans Cracking
Patching
Rutting
Weathering
Low
Moderate
High

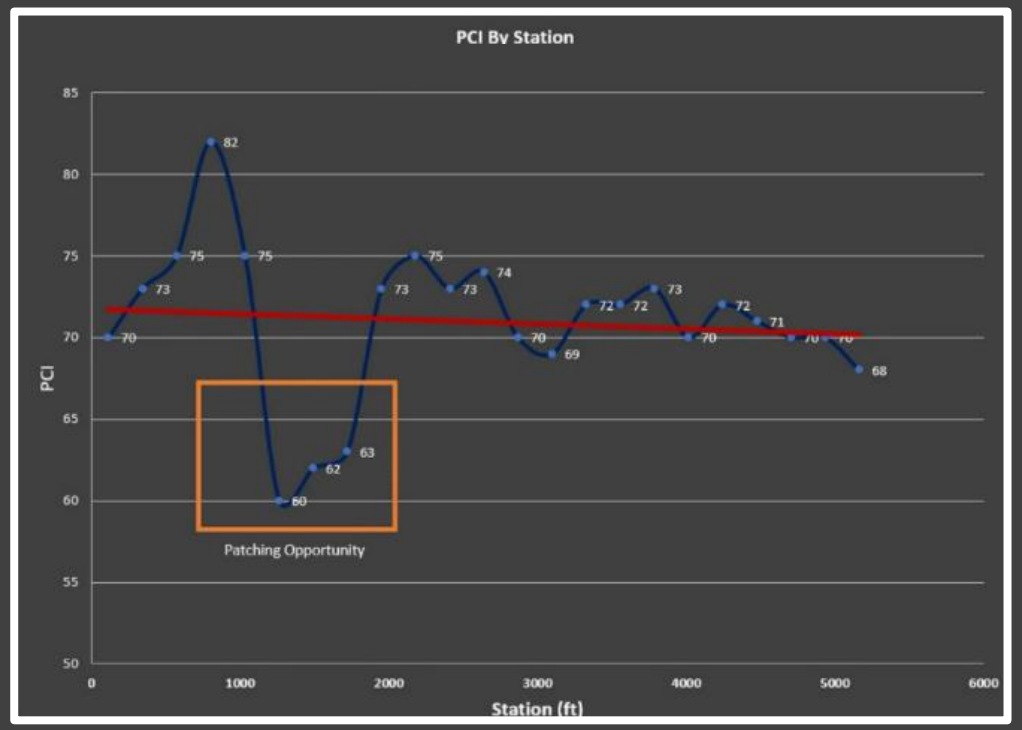
Network IRI Summary

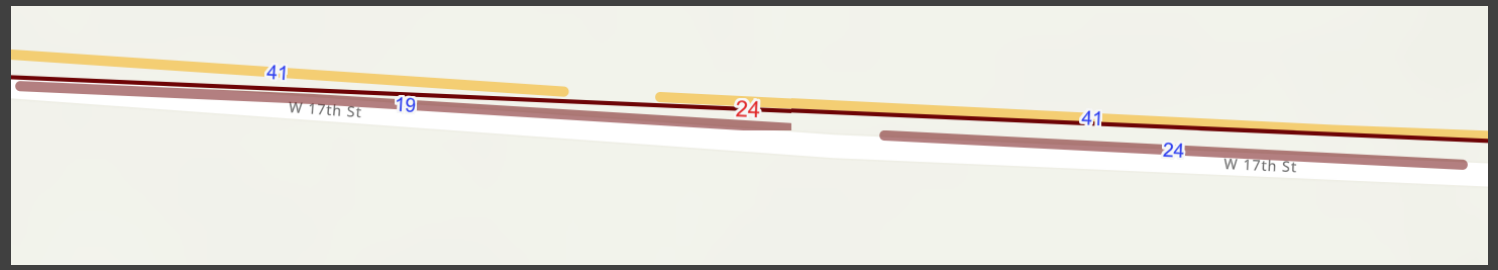
International Roughness Index (IRI) Range	Condition Description	Total Area (yd2)	Total Distance (Centerline Miles)	Percent of Network Miles
86 - 100	Good	64,905	5.04	4.2%
71 - 85	Satisfactory	576,290	44.68	37.0%
56 - 70	Fair	541,343	41.75	34.5%
41 - 55	Poor	237,479	18.38	15.2%
26- 40	Very Poor	91,431	7.09	5.9%
11-25	Serious	32,896	2.58	2.1%
0-10	Failed	17,056	1.31	1.1%
Total of Rated Segments		1,561,400	120.83	100%


Roughness Condition Category
Surface: All
CENTERLINE MILES
45
40
35
30
25
20
15
10
5
0
1.1%
2.1%
5.9%
15.2%
34.5%
37.0%
4.2%
0-10 Failed
11-25 Serious
26-40 Very Poor
41 - 55 Poor
56 - 70 Fair
71 - 85 Satisfactory
86 - 100 Good
IRI CATEGORY

Samples



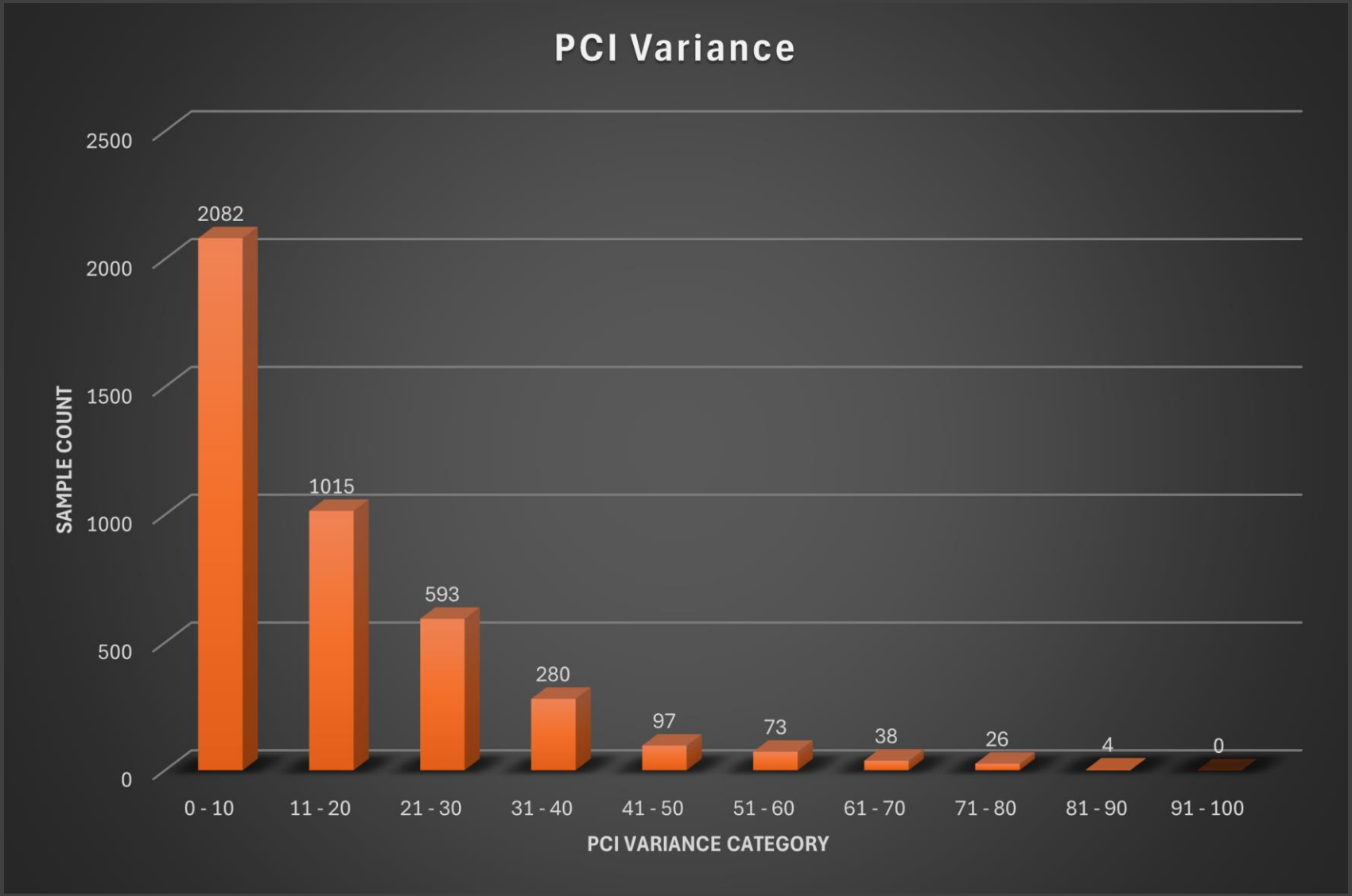

PCI By Station
PCI
Station (ft)
Patching Opportunity
85
80
75
70
65
60
55
50
0
1000
2000
3000
4000
5000
6000
82
75
75
73
70
73
75
73
74
70
69
72
72
73
70
72
71
70
68
63
62
60


41
W 17th St
19
24
41
24
W 17th St



PCI Variance Statistics

Smallest Variance	0
Largest Variance	88
Mean	9
Median	5
St. Deviation	12

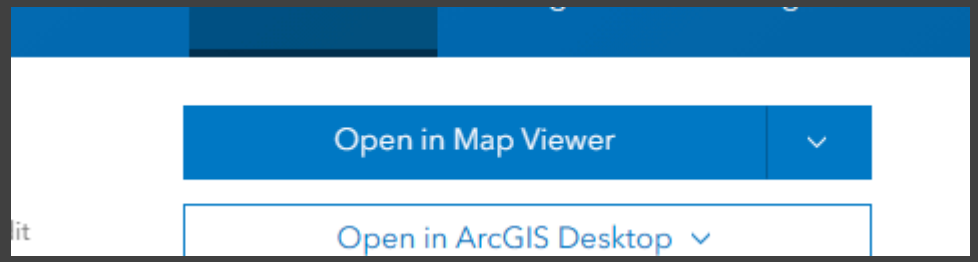

PCI Variance
2500
2000
1500
1000
500
0
SAMPLE COUNT
2082
1015
593
280
97
73
38
26
4
0
0 - 10
11 - 20
21 - 30
31 - 40
41 - 50
51 - 60
61 - 70
71 - 80
81 - 90
91 - 100
PCI VARIANCE CATEGORY

ArcGIS Online Information

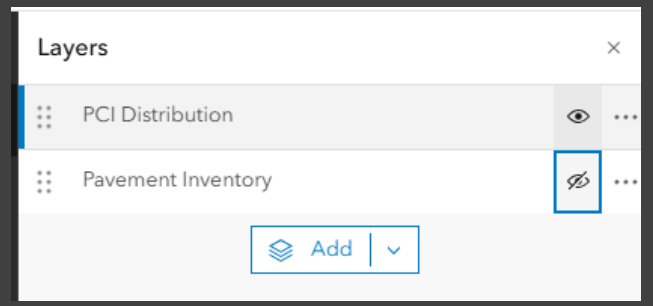
Username: banningca_RASLLC
Password: 789NS@nGorgoni0

View the map & experience here: https://arcg.is/19q5Le2

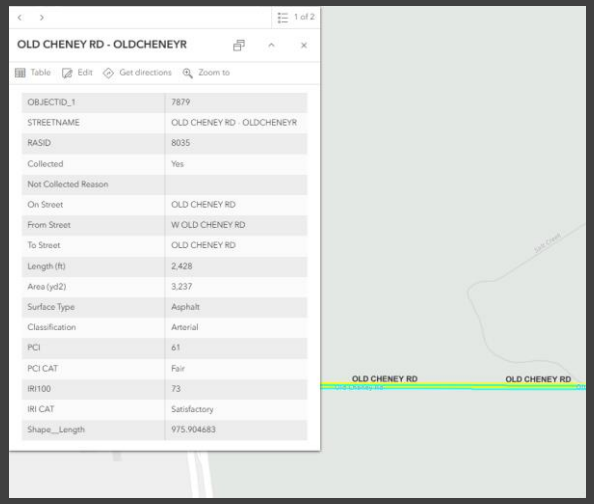
1. Click the link and open in map viewer



2. Zoom in and toggle desired map layers on



3. Click on a segment to view the popup for additional information



CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Robert Fisher, Acting City Manager**
PREPARED BY:	**Holly Stuart, Public Works Program Manager** **Arturo Vela, Director of Public Works**
MEETING DATE:	**June 10, 2025**
SUBJECT:	**Consideration of Resolution 2025-82, Approving the Sixth Amendment to the Street Sweeping Services Agreement with Sweeping Corp of America (SCA) for 2025/2026 under Sourcewell Contract #062421-SWP Increasing the Compensation in the amount of $149,352 for the Extended Term**

RECOMMENDATION:

Adopt Resolution 2025-82.

BACKGROUND:

On June 9, 2020, City Council approved an award for street sweeping services in the amount of $91,177 for Fiscal Year 2020/2021 for one year with the option to renew the services agreement for four (4) additional single years. The initial contract was awarded to Cannon Pacific Services, dba Pacific Sweeping.

On June 8, 2021, City Council approved the First Amendment to the agreement extending the term of the agreement and increasing annual compensation for FY 2021/2022. During this period, the curb miles serviced were reduced from 400 to 300 resulting in an annual contract amount of $86,680 which included annual services as needed in the amount of $10,000.

On April 22, 2022, the Second Amendment to the agreement was processed changing the Contractor name from Cannon Pacific Services, dba Pacific Sweeping, to SCA.

On June 14, 2022, City Council approved the Third Amendment for 2022/2023 in the amount of $122,716. Prior to the award, it was identified by the Contractor that the company was experiencing severe price increases related to items such as equipment, insurance, tires, brooms and fuel. Additionally, in order for the Contractor to remain competitive and retain employees, labor cost increased. Consequently, staff negotiated with the contractor and determined SCA was awarded Sourcewell Contract 062421-SWP which is valid through August of 2025. As a result, under the Sourcewell Contract, the cost per curb mile increased from $21.30 to $31.31. Staff felt that the increased rate was still competitive considering that the second lowest bidder in 2020 proposed a per mile cost of $36.13.

On May 23, 2023, the Fourth Amendment to the street sweeping agreement with SCA was approved with rates increasing 7.31%; within the Consumer Price Index. With this renewal, the agreement for Fiscal Year 2023/2024 increased by $131,712 which included monthly street sweeping services in the amount of $120,960 ($33.60 per curb mile) for a 12- month period and services as needed in the amount of $10,752. With approval of the Fourth Amendment, one (1) additional single-year contract extension

remained.

On May 14, 2024, the Fifth Amendment to the street sweeping agreement with SCA was approved under Sourcewell Agreement 062421-SWP increasing the rates by 3% in the amount off $138,715.25 ($34.60 per curb mile) for Fiscal Year 2024/2025. Services for sweeping the parking lots of Repplier, Roosevelt Williams and Lions parks were added this period. Following this approval and per the agreement, no further contract extensions remained.

At this time, street sweeping services provided by SCA have been evaluated and determined satisfactory. Upon evaluation of renewing services with this vendor, it was reaffirmed that the term extension of the agreement is exhausted. Also, the Sourcewell Contract 062421-SWP that originally expired in August of 2025 has now been extended by one additional year through August of 2026.

For this circumstance, staff recommends continuing the existing agreement and the approval of a Sixth Amendment requiring Council to make an exception to the 5-year contract limitation with the intention that Sourcewell will establish a new street sweeping contract that will be used by the City for the following contract period. If approved, SCA proposes a rate increase of 2.5% which is within the change in CPI for the January 2024 to January 2025 period. With approval of the Sixth Amendment, the agreement will increase $149,351.73 which includes $10,300 for services as needed. Under approval of this resolution, the total agreement will amount to $720,351.98.

The scope of work includes 317.45 curb miles of monthly street sweeping services, increased from 300 curb miles provided in previous years to include new residential streets and services provided to the Atwell community. Residential areas will be serviced once per month and commercial areas will be serviced four (4) times per month. Additionally, monthly sweeping services will be provided to the parking lots of Repplier, Roosevelt Williams and Lions Parks. Services shall include all labor, tools, materials and equipment necessary to perform citywide street sweeping services. In addition to beautifying the City, street sweeping services eliminate roadside debris and trash, pollutants and sediments that might otherwise enter the storm drain assisting the City in complying with the requirements of its National Pollutant Discharge Elimination System (NPDES) permit. This permit requires the Permittees to implement litter and debris control measure, such as street sweeping, to reduce and/or eliminate the discharge of pollutants, including trash and debris, from the storm sewer system to Receiving Waters. In addition to standard monthly needs, the scope requires the Contractor to respond to special requests should there be hazards posing threat to public safety, such as debris creating traffic issues. Street sweeping services may also be scheduled for special events. Routes, service days and curb miles are summarized in the attached.

JUSTIFICATION:

The Public Works Department does not have the required staff or equipment needed to maintain regularly scheduled street sweeping services; therefore, it is necessary to retain a contractor. Upon review, staff determined that SCA has continued to provide satisfactory citywide street sweeping services and may obtain services under Sourcewell Contract #062421-SWP which is valid through August of 2026.

FISCAL IMPACT:

Residential and commercial street sweeping services will be provided in the amount of $135,100.37 and funded by Gas Tax Funds, Account 100-4900-431.33-11 (Professional Services) which includes a line item for services as needed. Additionally, monthly street sweeping services will be provided to the parking lots of Repplier, Roosevelt Willimas and Lions Parks in the amount of $3,951.36 and funded by Account 001-3600-461.30-01. Funding for services as needed in the amount of $10,300 will be determined on a case-by-case basis.

ALTERNATIVES:

Reject Resolution 2025-82 and discontinue services. If directed, staff could proceed with a new RFP to

obtain the required services. This alternative would result in an interruption in citywide street sweeping services as the City does not have staff resources and equipment to perform these services in-house.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Resolution 2025-82, Street Sweep Am 6.docx
2. Exhibit A - C00644 SCA of CA LLC. A6.doc
3. Banning Route Schedule atwell included.docx
4. Route Maps.docx
5. SCA Proposal.pdf

RESOLUTION 2025-82

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE SIXTH AMENDMENT TO THE STREET SWEEPING SERVICES AGREEMENT WITH SWEEPING CORP OF AMERICA (SCA) EXTENDING THE TERM THROUGH FISCAL YEAR 2025/2026 AND INCREASING THE COMPENSATION OF THE TOTAL AGREEMENT BY $149,352 FOR THE EXTENDED TERM

WHEREAS, on June 9, 2020 for Fiscal Year 2020/2021 an agreement was awarded to Cannon Pacific Services dba Pacific Sweep with the option to renew for four (4) additional single years; and

WHEREAS, on June 8, 2021, the First Amendment to the Agreement was approved, extending the term for Fiscal Year 2021/2022 for an additional one-year period with the option to renew for three (3) additional single years; and

WHEREAS, on April 22, 2022, the Second Amendment to the agreement was processed changing the contractor name from Cannon Pacific Services, dba Pacific Sweeping, to SCA; and

WHEREAS, on June 14, 2022, the Third Amendment to the agreement was approved for FY 2022/2023 based on available remaining contract renewals and Sourcewell Contract 062421-SWP, in the amount of $122,716 which included monthly services and as needed services in the amount of $10,000 with two (2) additional single years contract extensions remaining; and

WHEREAS, on May 23, 2023, the Fourth Amendment to the street sweeping agreement was approved with rates increasing 7.31%; within the Consumer Price Index, increasing the agreement by $131,712 which included monthly street sweeping services in the amount of $120,960 ($33.60 per curb mile) for a 12- month period and services as needed in the amount of $10,752 with the remaining option to renew one (1) additional single-year contract; and

WHEREAS, on May 14, 2024, the Fifth Amend to the street sweeping agreement with SCA was approved under Sourcewell Agreement 062421-SWP increasing the rates by 3% in the amount off $138,715.25 ($34.60 per curb mile) for Fiscal Year 2024/2025 with the addition of sweeping the parking lots of Repplier, Roosevelt Williams and Lions parks; and

WHEREAS, under approval of this resolution, the Sixth Amendment is approved for FY 2025/2026 based on Sourcewell Contract 062421-SWP, and a satisfactory evaluation of services currently provided; and

WHEREAS, the FY 2025/2026 will extend the term and increase compensation of the agreement in the amount of $149,351.71 which includes monthly commercial and residential service; services as needed; and monthly parking lot sweeping of Repplier, Roosevelt Williams and Lions Parks; and

WHEREAS, residential and commercial street sweeping services will be funded by Gas Tax Funds, Account 100-4900-431.33-11 (Professional Services) in the amount of 135,100.37; parking lots of Repplier, Roosevelt Willimas and Lions Parks in the amount of $3,3,951.36 and funded by Account 001-3600-461.30-01 and the services as need portion of the agreement will be determined a case-by-case basis.

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

SECTION 1. The City Council approves the Sixth Amendment to the Street Sweeping Services Agreement with Sweeping Corp of America (SCA) extending the term through Fiscal Year 2025/2026 and increasing the compensation in the amount "not to exceed" $149,352 for the extended term.

SECTION 2. City Council authorizes the City Manager or designee to make necessary budget adjustments, appropriations and transfers related to the Sixth Amendment with SCA related to street sweeping services extending the agreement one-year beyond the originally stipulated term.

SECTION 3. City Council authorizes the City Manager to make necessary non-substantive revision to the agreement and to execute said agreement with SCA for Fiscal Year 2025/2026 street sweeping services.

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 10th day of June, 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 2025-82, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 10th 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
Amendment No. 6 with SWEEPING CORP OF AMERICA (SCA)
FY 2025/2026 Street Sweeping Services

AMENDMENT NO. 6 TO STREET SWEEPING AGREEMENT (C00644) BY AND BETWEEN THE CITY OF BANNING AND SCA OF CA, LLC.

THIS AMENDMENT NO. 6 TO THE AGREEMENT FOR STREET SWEEPING ("Amendment No. 6") by and between the **CITY OF BANNING** ("City") and **SCA OF CA, LLC**, a Delaware limited liability company ("Contractor")" is effective as of this day: _____.

RECITALS

A. On June 11, 2020, City and Contractor entered into that certain Agreement for Street Sweeping ("Agreement") whereby Contractor agreed to provide Street Sweeping Services following Request for Proposals No. 20-006, in an amount not to exceed Ninety-One Thousand One Hundred Seventy-Six Dollars and Five Cents ($91,176.05).

B. On June 8, 2021, City and Contractor amended the Agreement ("Amendment No. 1") to exercise the option to extend the Agreement for an additional one-year term ending on June 30, 2022, and to provide for compensation for services in that extended term in an amount not to exceed Eighty-Six Thousand Six-Hundred Eighty Dollars ($86,680.00).

C. On April 22, 2022, City and Contractor amended the Agreement ("Amendment No. 2") to accept the Contractor name change. On March 4, 2021, SCA of CA, LLC. completed the acquisition of Cannon Pacific Services, Inc., dba Pacific Sweeping, changing the company name to SCA of CA LLC. All current and future documentation will list SCA of CA, LLC. as the Contractor.

D. On July 26, 2022, City and Contractor amended the Agreement ("Amendment No. 3") to exercise the option to extend the Agreement for an additional one-year term ending on June 30, 2023, include minor changes to the rates, and to provide for compensation for services in that extended term in an amount not to exceed One Hundred Twenty-Two Thousand Seven Hundred Sixteen Dollars ($122,716.00).

E. On June 16, 2023, City and Contractor amended the Agreement ("Amendment No. 4") to exercise the option to extend the Agreement for an additional one-year term ending on June 30, 2024, include minor changes to the rates, and to provide for compensation for services in that extended term in an amount not to exceed One Hundred Thirty-One Thousand Seven Hundred Twelve Dollars ($131.712.00).

F. On June 16, 2023, City and Contractor amended the Agreement ("Amendment No. 4") to exercise the option to extend the Agreement for an additional one-year term ending on June 30, 2025, include minor changes to the rates, and to provide for compensation for services in that extended term in an amount not to exceed One Hundred Thirty-One Thousand Seven Hundred Twelve Dollars ($131.712.00).

G. City and Contractor now desire to amend the Agreement ("Amendment No. 6") in accordance with City Council approval to extend the Agreement for an additional one-year term ending on June 30, 2026, modify the scope of services and to provide compensation for the extended contract term in an amount not to exceed One Hundred Forty-Nine Thousand Three Hundred Fifty-Two Dollars and Sixty-Eight Cents ($149,352.68).

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein.

(a) Section 3 – "Term" of the Agreement is hereby amended to extend the Agreement term to June 30, 2026.

(b) Section 7 – "Compensation" of the Agreement is amended to provide that Contractor's total compensation shall not exceed One Hundred Forty-Nine Thousand Three Hundred Fifty-Two Dollars and Sixty-Eight Cents ($149,352.68), for a new contract total amount not to exceed Seven Hundred Twenty Thousand Three Hundred Fifty-One Dollars and Ninety-Eight Cents ($720,351.98).

(c) The Scope of Services as set forth in Section 1.1 of and Exhibit A to the Agreement is hereby amended to include the Services set forth in Attachment 1, attached hereto and incorporated herein

2. **Continuing Effect of Agreement**. Except as amended by this Amendment No. 6, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 6, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1 through 6. In the event of a conflict between the provisions of this Amendment No. 6 and the provisions of the Agreement or Amendments No. 1 through 3, the provisions of this Amendment No. 6 shall control.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults**. City and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid and binding obligation.

Contractor represents and warrants to City that, as of the date of this Amendment No. 6, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Contractor that, as of the date of this Amendment No. 6, Contractor is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration**. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 6.

5. **Authority**. The persons executing this Amendment No. 6 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 Amendment No. 6 on behalf of said party, (iii) by so executing this

Amendment No. 6, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Amendment No. 6 does not violate any provision of any other Agreement to which said party is bound.

6. **Signatures**: 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 Amendment No. 6 to the Agreement the day and year first hereinabove written.

CITY OF BANNING

Robert Fisher, Date
City Manager

ATTEST:

Caroline Patton Date
Administrative City Clerk

APPROVED AS TO FORM:
Solvak, Baron, Empey, Murphy & Pinkney LLP

John O. Pinkney Date
City Attorney

CONTRACTOR

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 CONTRACTOR'S BUSINESS ENTITY.

Sweeping Corp of America

City Of Banning
Public Works

5/21/25

Street Sweeping Services Renewal 2025/2026
Sourcewell Contract 062421-SWP
SCA is pleased to offer a contract renewal with a 2.5% CPI rate increase from the 2024 rate of $34.60 per c/m to $35.46 per c/m.
3,809.4 Curb Miles annually for fiscal 2025/2026 with the additional mileage for the Atwell Community included.

Residential streets 3,809.4 c/m rate of $35.46
Annual total of $135,100.37

The contract for fiscal 2025/2026 includes the following Parking lots to the commercial sweep schedule once sweep per month schedule.

Repplier parking lot located at 789 N San Gorgonio Ave. $109.76 per sweep.
Roosevelt Williams parking lot located at 1101 E George St. $109.76 per sweep.
Lions parking lot located at 955 S Hargrave St. $109.76 per sweep.
Parking Lot services Total $3,951.36

The sweeping services renewal does not exceed a total of $139,051.73
Normal working hours 7am -5 pm additional call out work hourly rate $109.
After hours emergency call out rate $185 per hour portal to portal
The sweeping services renewal will include as needed services in the amount not to exceed $10,300 without prior approval.



TERRY ROBERTS

District Sales Manager

133961 Rose Ave

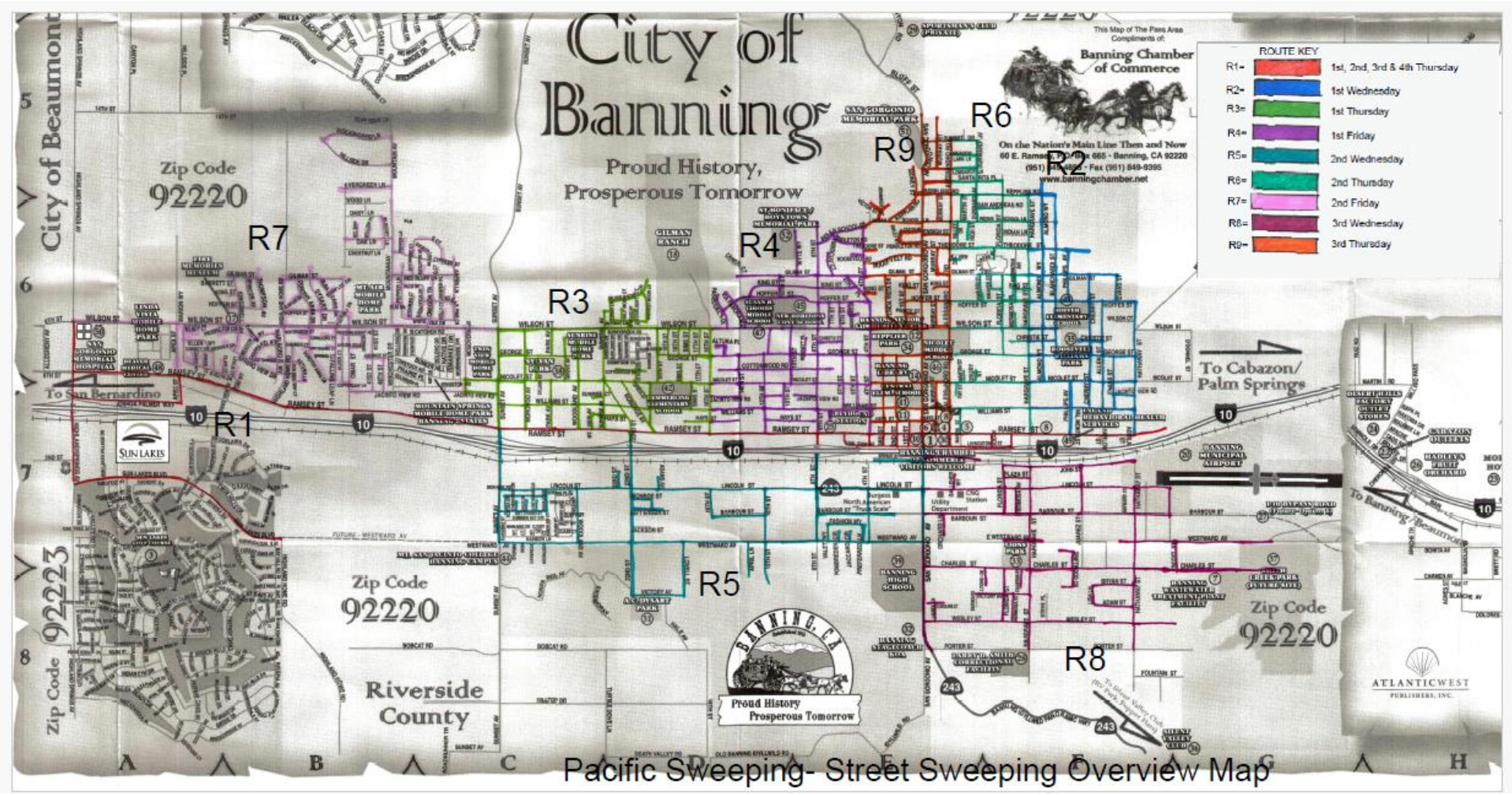
Fontana CA 92337

Direct: 714.620.4740

Street Sweeping Route Schedule
FY 2025-2026

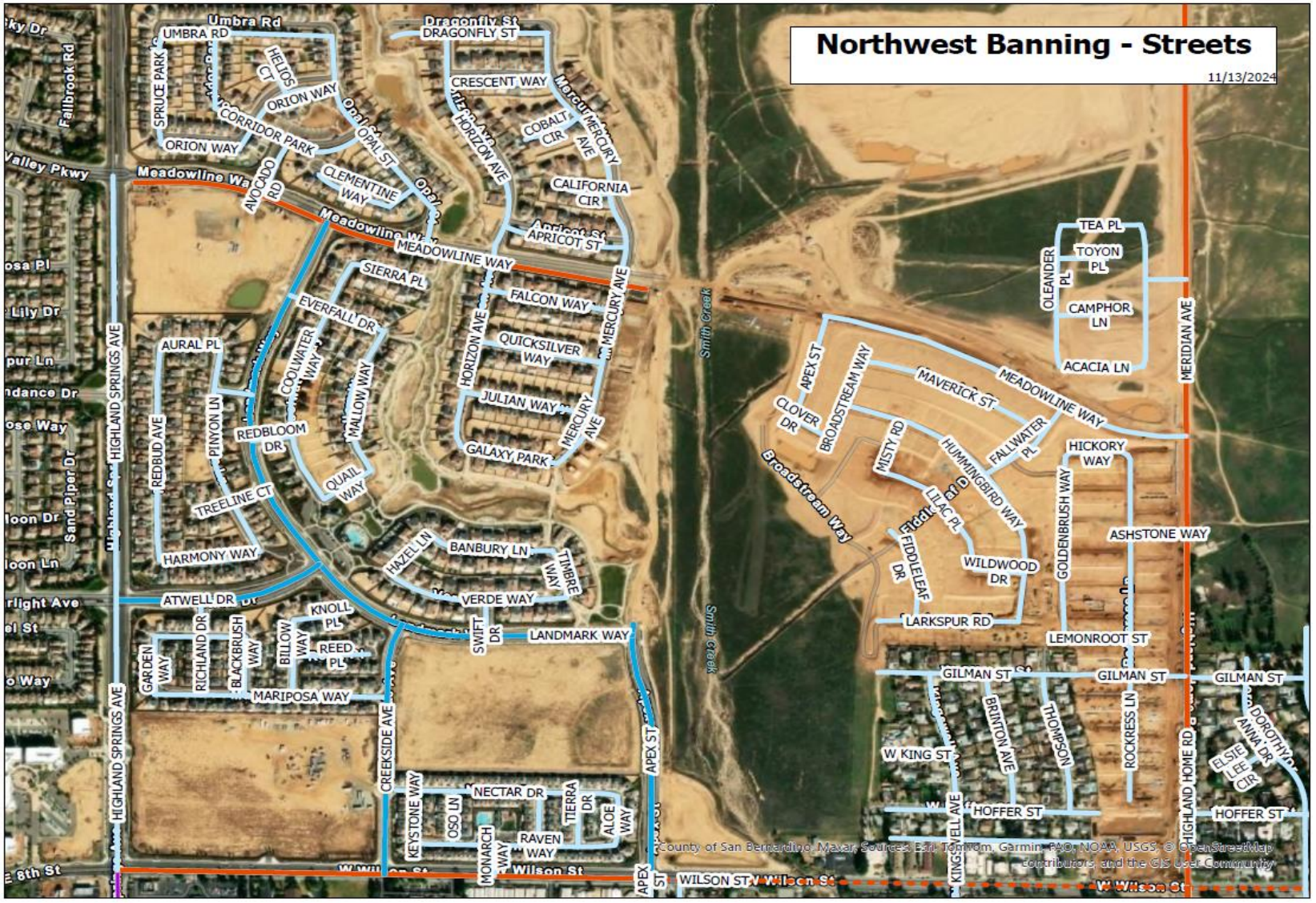
	ROUTE	ROUTE TYPE	FREQUENCY	SERVICE DAYS	ROUTE CURB MILES	MONTHLY CURB MILES	ANNUAL CURB MILES
A.	1	Commercial	4 X/Month	Thursdays	31	124	1488
B.	2	Residential	Monthly	1st Wednesday	14	14	168
C.	3	Residential	Monthly	1st Thursday	28	28	336
D.	4	Residential	Monthly	1st Friday	27	27	324
E.	5	Residential	Monthly	2nd Wednesday	20	20	240
F.	6	Residential	Monthly	2nd Thursday	15	15	180
G.	7	Residential	Monthly	2nd Friday	48.45	48.45	581.4
H.	8	Residential	Monthly	3rd Wednesday	22	22	264
I.	9	Residential	Monthly	3rd Thursday	19	19	228
K.	As Needed	TBD	TBD	TBD	TBD	TBD	TBD
	Total					317.45	3,809.4

Route Maps:



Pacific Sweeping- Street Sweeping Overview Map

Added Atwell Community



N Highland Springs Ave
Sand Piper Dr
Daisy Dr
Rigel St
JMs Mobile Detailing
Sanchez Family Child Care
Centerstone at Atwell by Tri Pointe Homes
Linwood by Tri Pointe Homes
Linwood at Atwell by Tri Pointe Homes
Bros Coffee
Beaumont
Linda Vista Mobile Home Park
Google

Sweeping Corp of America

City Of Banning
Public Works

5/21/25

Street Sweeping Services Renewal 2025/2026
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TERRY ROBERTS

District Sales Manager

133961 Rose Ave

Fontana CA 92337

Direct: 714.620.4740

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Robert Fisher, Acting City Manager**
PREPARED BY:	**Ralph Wright, Parks and Recreation Director**
MEETING DATE:	**June 10, 2025**
SUBJECT:	**Consideration of Resolution 2025-83, Approving a Renewed Memorandum of Understanding between the City of Banning and the Stagecoach Days Association for the "Stagecoach Days" Event**

RECOMMENDATION:

Adopt Resolution 2025-83.

BACKGROUND:

For over 60 years, Stagecoach Days has been an annual citywide celebration of Banning's history as a stagecoach stop on the Colorado Stage and Express Line and has become a signature event for the City.

Since 2010, the City of Banning and the Stagecoach Days Association have collaborated to produce the annual event known as Banning Stagecoach Days. In June of 2021, the City Council adopted Resolution 2021-56, approving an MOU for a 3-year term. Then on February 27, 2024, the City Council authorized a one year extension to the existing MOU through June 21, 2025. The original MOU defined the roles and expectations of both the City and the associated level of support with regard to in-kind services as well as direct financial support for one of Banning's Signature Event and the expectations of the content of the event staged by Stagecoach Days Association. The City supported the event with both in-kind services and direct financial support in the first two years of the MOU.

The revised MOU again defines the roles for both the City and Stagecoach Days Association.
The proposed MOU's main content items and changes:
- City's Level of Support - (Dependent on sufficiency of annual appropriations properly budgeted and available for such purposes)
* In-Kind Services - Police, Public Works, Parks and Recreation, Transit Departments support - not to exceed $7,500. (Reduction of $2,500 based on previous needs)
* Direct Sponsorship - $12,500
* Bleacher Rental for the event - Not to exceed $23,500 (Increase of $5,500 - Has not been increased since 2018 - this is the expected total cost of the bleacher rental)
* City provided event insurance - Not to exceed amount of $4,000

- Expected content of the event:
* The Association will organize, promote, and conduct the annual three day Stagecoach Days event at Dysart Park - Will also conduct the annual Stagecoach Day's parade.

* The event will consist of a minimum of two (2) PRCA Pro Rodeo events, multiple food, souvenir, craft and food vendors, live music performances, and either a carnival or Kid's Zone with mutually agreed upon activities and attractions that are geared toward family entertainment.

-Additional content or changes to the agreement:
* Allows use of the Admin building and arena for planning and prep for the event throughout the year;
* Requires completion and submission of Facility Use Agreements for all uses;
* Defines timeframe for ensuring all utilities are in working condition for event;
* Requires Stagecoach Days to provide an annual report to the City Council on the Signature event.

-Term:
* The term of the agreement is for three years with an option to extend for an additional two years;
* Defines annual opt out options if either party chooses;
* Allows the City to adjust funding based on financial parameters during the budget cycle.

JUSTIFICATION:

Stagecoach Days is designated as a signature event for the City of Banning. As the largest and longest running annual community celebration in Banning, the continuation of this signature event and annual celebration is a priority.

FISCAL IMPACT:

Adoption of Resolution 2025-83 would commit the City to direct financial support of $40,000 and in-kind contributions capped at $7,500. The amount is budgeted in the adopted FY 2025-26 City budget and the agreement, while it has a term of three years, allows for opt out of subsequent years if budgetary constraints arise.

ALTERNATIVES:

Do not adopt the resolution and provide direction to staff.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Resolution 2025-83, Stagecoach Days MOU.docx
2. Draft MOU-COB and Stagecoach Days Assoc- June 2025.pdf
3. Resolution 2021-056 - Stagecoach Days MOU.pdf

RESOLUTION 2025-83

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN STAGECOACH DAYS ASSOCIATION AND THE CITY OF BANNING

WHEREAS, for over sixty years, Stagecoach Days has been an annual citywide celebration of Banning's history as a stagecoach stop on the Colorado Stage and Express Line; and

WHEREAS, since 2010 the Stagecoach Days Association has organized, promoted and conducted Banning Stagecoach Days as an annual event and community celebration; and

WHEREAS, the City of Banning and the Stagecoach Days Association desire to work in cooperation and partnership with each other to annually produce Banning Stagecoach Days; and

WHEREAS, City of Banning seeks to continue to support Banning Stagecoach Days at a level that covers real costs of sponsorship, bleachers and insurance; and

WHEREAS, in 2018 and again in 2021, the City entered into successive three-year agreements with Stagecoach Days association to delineate the respective rights and obligations of the parties relative to the annual Banning Stagecoach Days Celebration; and

WHEREAS, in June of 2024, the City extended the MOU for one additional year; and

WHEREAS, the existing MOU is set to expire on June 22, 2025 and does not include additional renewal options: and

WHEREAS, the MOU presented clearly defines the expectations of the Stagecoach Days Association and the City of Banning for the production of the annual Stagecoach Days event; and

WHEREAS, the financial support by the City will be contingent upon the sufficiency of annual appropriations properly budgeted and available for such purposes.

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

SECTION 1. The City Council approves the Memorandum of Understanding with Stagecoach Days Association for the Stagecoach Days MOU for a 3 -year term and subsequent amendment to extend the Agreement for up to one additional 2-year term upon satisfactory performance.

SECTION 2. The City Council authorizes the City Manager to make non-substantive changes to the Memorandum of Understanding and to execute the Memorandum of Understanding with Stagecoach Days Association 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 10th day of June, 2025.

Sheri Flynn, Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

John Pinkney, Interim 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 2025-83, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 10th 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
Memorandum of Understanding with Stagecoach Days Association

MEMORANDUM OF UNDERSTANDING

Between Stagecoach Days Association and City of Banning

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this 22nd day of June 2025 ("Effective Date"), between the Stagecoach Days Association, a California non-profit 501(c)(3) corporation (the "ASSOCIATION") and the City of Banning, a California municipal corporation (the "CITY"), to memorialize the agreement of the parties concerning their ongoing relationship for the purpose of conducting the Banning Stagecoach Days Event ("Stagecoach Days").

1. RECITALS:
    a. Since 2010, the Association has organized, promoted, and conducted Stagecoach Days as an annual event and community celebration.
    b. The City and the Association desire to work in cooperation and partnership with each other to annually produce Stagecoach Days, a City of Banning Signature Event.
    c. The CITY seeks to continue support Stagecoach Days at a level that is consistent with recent years.
    d. In 2018, the City entered into an MOU with Stagecoach Days association to delineate the respective rights and obligations of the parties relative to the annual Banning Stagecoach Days Celebration.
    e. On June 22, 2021, The City and the Association entered into a new MOU for three years and the MOU the City Council of the City of Banning authorized the City Manager to extend the MOU for one additional year through June 22, 2025.
    f. The ASSOCIATION and the CITY desire to enter an updated MOU to delineate the parties' respective rights and obligations and define their relationship for Stagecoach Days.

2. AGREEMENT:
    In consideration of the foregoing recitals and of the mutual promises and covenants herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as described below.

3. RELATIONSHIP BETWEEN THE PARTIES
    The parties agree that the relationship of the parties is between two separate and independent entities. There is not a joint venture, partnership, employer- employee relationship or any principal-agent relationship.

4. USE OF FACILITIES
    a. EXCLUSIVE USE OF DYSART PARK FOR EVENT TIMEFRAME

The ASSOCIATION shall have exclusive operational and vending control over and within the geographic area and locations at which Stagecoach Days events will be conducted, as such geographic area and locations are defined in the event application and permits relating hereto. The CITY shall not (a) authorize or permit any other person or entity to conduct any other community event, or (b) grant any other person or entity a transient merchant license to conduct any type of business, within Dysart Park during the time of two weeks before, two weeks after, and during Stagecoach Days, which begins the Friday after Labor Day and ends two (2) days later.

b. USE OF ADMIN BUILDING
The CITY understands the preparations for the Annual Stagecoach Days event take place throughout the year and for this reason, grants use of the Admin Building at Dysart Park for preparation meetings to aid the ASSOCIATION in planning for the Stagecoach Days event. The Association must submit a Facility Use Agreement (FUA) for all scheduled uses of the Admin Building to the Parks and Recreation Department prior to scheduled uses.

c. USE OF ARENA FOR RODEO QUEEN AND FLAG TEAM PREP
As part of the Stagecoach Days Event, there are flag performances and a Rodeo court. As preparation for this event, there will be additional training and prep days required for both groups to manage their choreography and planning. As part of this agreement, Stagecoach Days Association may schedule and use the arena itself for this training and preparation in the weeks leading up to the event. The Association must submit a Facility Use Agreement (FUA) for all scheduled uses of the Arena to the Parks and Recreation Department prior to scheduled uses.

5. ELEMENTS OF THE ANNUAL EVENT
   a. The ASSOCIATION will organize, promote, and conduct the annual, three-day Stagecoach Days event and the annual Stagecoach Days Parade.
   b. The three-day event, depending upon budget, will consist of a minimum of two (2) Professional Rodeo Cowboy Association (PRCA) Pro Rodeo events, multiple food, souvenir, and craft vendors, live music performances, and either a carnival or a “Kid’s Zone” with mutually agreed upon activities and attractions that are geared towards family entertainment.
   c. The parade, unless a different route is agreed to, will be held on Ramsey Street, between San Gorgonio Avenue and 12th Street the Saturday morning of the three-day event or if mutually agreed to, the weekend prior to Labor Day weekend and the ASSOCIATION will strive to have a minimum of forty (40) parade entries.

6. SECURITY FOR THE BANNING STAGECOACH DAYS EVENT

a. The ASSOCIATION shall be responsible for providing private security, as may be required, and which security is to be provided by guards that are licensed by the Bureau of Security and Investigative Services.
b. The CITY will provide police officers and volunteers at the three-day event and the parade as deemed appropriate by the Chief of Police, or his/her designee. The ASSOCIATION will not be charged for officers or volunteers. However, the cost associated with police officers that are provided solely for Stagecoach Days and associated events will be charged against the total in-kind service donation of Seven Thousand, Five Hundred Dollars ($7,500.00) discussed in Section 7 below.

7. IN-KIND SERVICES FOR BANNING STAGECOACH DAYS
   a. Aside from the public-safety services outlined above, the CITY agrees to provide in-kind services to the ASSOCIATION to aid in the offering of the Stagecoach Days Event. The CITY's in-kind contribution will be understood to include additional services and items required specifically for the Stagecoach Days event, which the CITY would not provide in the absence of said event. Such in-kind services may include, but are not limited to:
      - Additional Street Sweeping
      - Additional trash removal
      - Placement and removal of barricades upon streets and public parking lots for various events and posting of "No Parking" signs as needed
      - Assistance for potential shuttle service from the Transit Department during the event.
      - Staff to assist with entry gates, parking and ticket booths; and
      - Other similar services that the CITY has provided to the ASSOCIATION for the production of the annual event
   b. The CITY will designate the Parks and Recreation Director, or his/her designee, to facilitate and coordinate the ASSOCIATION's requests for in-kind services and to manage the Stagecoach Days community event application process to facilitate timely approvals.
   c. The CITY will also designate the Parks and Recreation Director, or his/her designee, to facilitate and coordinate the ASSOCIATION's requests for in-kind services and to manage the Stagecoach Days community event application process to facilitate timely approvals.
   d. No later than sixty (60) days prior to the Stagecoach Days event, the ASSOCIATION will provide detailed plans and information outlining the need for in-kind services and equipment (except as otherwise noted for specific items covered in this MOU). This information shall include any plans, information, and applications for new associated events that may necessitate additional in-kind CITY services, equipment, staff, or other in-kind contribution.
   e. No later than thirty (30) days prior to Stagecoach Days, the CITY will

estimate the value of the CITY's in-kind contribution by utilizing the salary costs associated with CITY staff, equipment costs, the rental value of items and facilities that will be used and any additional actual costs incurred by the CITY. The CITY will ensure the requested in-kind services and equipment are necessary and provide value to the event, which are capped at, and will remain capped at Seven Thousand, Five Hundred Dollars ($7,500.00) annually.

f. NOTE: The Parks and Recreation Director will coordinate preparation work with the City's electrical department, water department and parks department to ensure Dysart Park is properly prepared for the Annual Stagecoach Days Event a minimum of two weeks prior to the scheduled Stagecoach Days Event. This work will not be considered part of the In-kind Services but normal operations for the City.

8. CITY SPONSORSHIP
    a. In addition to the in-kind services outlined in Section 7 above, subject to the sufficiency of annual appropriations properly budgeted and available for such purposes, the CITY will provide the ASSOCIATION with:
        - a Twelve Thousand Five Hundred Dollar ($12,500) in cash sponsorship for Stagecoach Days;
        - A payment to assist with the rental of bleachers for the event in an amount not to exceed Twenty-three Thousand and Five Hundred Dollars ($23,500). The Association will be required to provide engineered plans for the bleacher installation to the CITY a minimum of thirty (30) days prior to the scheduled Stagecoach Days Event Weekend;
        - The CITY will secure and will provide necessary event insurance with a maximum not to exceed cost of Four thousand dollars ($4,000)
    b. In exchange for these sponsorship funds, the ASSOCIATION shall include the CITY at the Presenting Sponsor level, providing the CITY with sponsor promotion, recognition, and all other benefits commensurate with its level of support.

9. APPLICATION AND REPORTING PROCESS
    a. The Association must submit annually, completed Facility Use Agreements for the use of the Admin building for all scheduled ASSOCIATION meetings for use of the arena for training and prep of the various event elements such as the Rodeo court and flag team prior to planned uses of the facility.
    b. Annually, no later than forty-five (45) days prior to the first day of the event, the ASSOCIATION agrees to provide to the CITY a report that includes essential details of the Stagecoach Days event in a format approved by CITY staff. Such a report will be deemed sufficient for properly processing a Special Event Application. All additional applicable licenses required by the CITY must be completed and submitted with the Special Event Application.

All proposed activities must be submitted by the ASSOCIATION for approval by the CITY.

c. In March or an agreed upon time in the Spring of each year under this agreement, the ASSOCIATION agrees to provide to the CITY:
    1. A Report or formal update that includes the following on the previous year's event:
        a. Total number of Rodeo participants;
        b. Total attendance and if possible number of Banning residents in attendance;
        c. Total Revenue and total expenditures incurred from event.
        d. Total number of parade participants and estimated attendance
        e. Highlights of the Stagecoach Days Event
    2. This report can be given in person to the City Council at a Public meeting.

10. INDEMNIFICATION
    a. To the fullest extent permitted by law, each party agrees to indemnify and hold harmless the other party, its governing board or body, officers, agents, and employees against any and all claims, damages, liabilities, injury expenses, demands, causes of actions, and judgments, including court costs and attorneys' fees, arising out of or resulting from the performance of this MOU and attributable to the other party's negligence or intentional acts of its officers, agents, or employees. Following a determination of the percentage of fault or liability by agreement between the parties or a court of competent jurisdiction, the party responsible for liability to the other will indemnify the other party to this MOU for the percentage of liability determined.
    b. The parties agree this provision shall survive the expiration or termination of this MOU.

11. COMPLETE AGREEMENT

The parties agree that this MOU constitutes the entire agreement of the parties and that no prior agreement or representation, written or oral, shall be binding or of any force or effect. Further, this MOU may not be amended, modified, altered, or enlarged except in writing signed by the duly authorized representatives of the parties hereto.

12. AGREEMENT BINDING

The parties agree that this MOU shall be binding upon the successors and legal representatives of the parties hereto. Neither party shall assign this MOU or any of their respective rights, obligations, or interest in it.

13. TERM

a. The term of this MOU will be for three (3) years from the Effective Date, with a two-year automatic extension, unless a party gives written notice to the other party, not less than sixty (60) days prior to such anniversary date, that the term of the MOU shall not be extended. Such notice shall be given as provided for by Section 14 below
b. In the event that the ASSOCIATION is unable to conduct the Annual Stagecoach Days event as described in this agreement, they must inform the CITY by April 1st.
c. CITY's obligations in the second year of the term and any subsequent year(s) shall be subject to the sufficiency of annual appropriations properly budgeted and available for such purposes. Recognizing the budgetary requirements, the CITY agrees to provide notice to the ASSOCIATION prior to March 15th if there are not sufficiency of annual appropriations budgeted and available as described in the CITY'S Sponsorship of the event.

14. NOTICES

All notices with respect to this MOU shall be given by first class mail or hand- delivery to the parties as follows:

CITY:

City of Banning
Attn: City Manager
99 E. Ramsey Street
Banning, CA 92220

ASSOCIATION:

Stagecoach Days Association
Amy Pippenger
P.O. Box 604
Banning, CA 92220

15. SEVERABILITY

If any term, provision, covenant, or condition of this MOU is ruled invalid, void, or unenforceable by a court of competent jurisdiction, this MOU will nonetheless remain in full force and effect as to all remaining terms, provisions, covenants, and conditions.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS HEREOF, the duly authorized representatives of the parties are signing this MOU on the date set forth in the introductory clause.

CITY OF BANNING

_____

Robert Fisher, City Manager

STAGECOACH DAYS ASSOCIATION

_____

Amy Pippenger, Chairperson

ATTEST:

_____

Caroline Patton, Administrative City Clerk

_____

Jennifer Humphrey, Secretary

APPROVED AS TO FORM:

_____

John Pinkney, Interim City Attorney

Slovak, Baron, Empey, Murphy & Pinkney, LLP

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

RESOLUTION 2021-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE MEMORANDUM OF UNDERSTANDING "MOU" BETWEEN THE STAGECOACH DAYS ASSOCIATION AND THE CITY OF BANNING

WHEREAS, since 2010 the Stagecoach Days Association has organized, promoted and conducted Banning Stagecoach Days as an annual event and community celebration; and

WHEREAS, the City of Banning and the Stagecoach Days Association desire to work in cooperation and partnership with each other to annually produce Banning Stagecoach Days; and

WHEREAS, City of Banning seeks to continue to support Banning Stagecoach Days at a level that is consistent with recent years; and

WHEREAS, in 2018, the City entered into an MOU with Stagecoach Days association to delineate the respective rights and obligations of the parties relative to the annual Banning Stagecoach Days Celebration; and

WHEREAS, the existing MOU is set to expire in July of 2021 and does not include additional renewal options: and

WHEREAS, the MOU presented clearly defines the expectations of the Stagecoach Days and the City of Banning for the production of the annual Stagecoach Days event; and

WHEREAS, the financial support by the City will be contingent upon the sufficiency of annual appropriations properly budgeted and available for such purposes.

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

SECTION 1. The City Council of the City of Banning approves the MOU between the Stagecoach Days Association and the City of Banning

PASSED, APPROVED, AND ADOPTED this 22nd day of June 2021.

Colleen Wallace, Mayor
City of Banning

ATTEST:

Caroline Patton, Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

Kevin G. Ennis, City Attorney /SERITA YOUNG
Richards, Watson & Gershon /ASSISTANT CITY ATTORNEY

CERTIFICATION:

I, Caroline Patton, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2021-56, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 22nd day of June 2021 by the following vote, to wit:

AYES: Council Members Hamlin, Happe, Pingree, Sanchez, and Mayor Wallace.

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Deputy City Clerk
City of Banning, California

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this _____ day of _____, 2021 ("Effective Date"), between the Stagecoach Days Association, a California non-profit 501(c)(3) corporation (the "ASSOCIATION") and the City of Banning, a California municipal corporation (the "CITY"), to memorialize the agreement of the parties concerning their ongoing relationship for the purpose of conducting the Banning Stagecoach Days Event ("Stagecoach Days").

Recitals

WHEREAS, since 2010, the ASSOCIATION has organized, promoted, and conducted Stagecoach Days as an annual event and community celebration.

WHEREAS, the CITY and the ASSOCIATION desire to work in cooperation and partnership with each other to annually produce Stagecoach Days;

WHEREAS, the CITY seeks to continue support Stagecoach Days at a level that is consistent with recent years; and

WHEREAS, the ASSOCIATION and the CITY desire to enter into this MOU to delineate the parties' respective rights and obligations and define their relationship for Stagecoach Days.

Agreement

NOW THEREFORE, for these reasons, and in consideration of the conditions, covenants, and agreements set forth below, the ASSOCIATION and the CITY agree as follows:

1. RELATIONSHIP BETWEEN THE PARTIES

   The parties agree that the relationship of the parties is between two separate and independent entities. There is not a joint venture, partnership, employer-employee relationship or any principal-agent relationship.

2. EXCLUSIVITY

   The ASSOCIATION shall have exclusive operational and vending control over and within the geographic area and locations at which Stagecoach Days events will be conducted, as such geographic area and locations are defined in the event application and permits relating hereto. The CITY shall not (a) authorize or permit any other person or entity to conduct any other community event, or (b) grant any other person or entity a transient merchant license to conduct any type of business, within Dysart Park during the time period of two weeks before, two weeks after, and during Stagecoach Days, which begins the Friday after Labor Day and ends two (2) days later.

3. ELEMENTS OF ANNUAL EVENT

The ASSOCIATION will organize, promote, and conduct the annual, three-day Stagecoach Days event and the annual Stagecoach Days Parade. The three-day event, depending upon budget, will consist of a minimum of two (2) Professional Rodeo Cowboy Association (PRCA) Pro Rodeo events, multiple food, souvenir, and craft vendors, live music performances, and either a carnival or a "Kid's Zone" with mutually agreed upon activities and attractions that are geared towards family entertainment.

The parade will be held on Ramsey Street, between San Gorgonio Avenue and 12th Street the Saturday morning of the three-day event and the ASSOCIATION will strive to have a minimum of forty (40) parade entries, including at least two (2) marching bands.

4. SECURITY FOR THE BANNING STAGECOACH DAYS EVENT

The ASSOCIATION shall be responsible for providing private security, as may be required, and which security is to be provided by guards that are licensed by the Bureau of Security and Investigative Services.

The CITY will provide police officers and volunteers at the three-day event and the parade as deemed appropriate by the Chief of Police, or his/her designee. The ASSOCIATION will not be charged for officers. However, the cost associated with police officers that are provided solely for Stagecoach Days and associated events will be charged against the total in-kind service donation of Ten Thousand Dollars ($10,000.00) discussed in Section 5 below.

5. IN-KIND SERVICES FOR BANNING STAGECOACH DAYS

Aside from the public-safety services outlined above, the CITY agrees to provide in-kind services to the ASSOCIATION commensurate with previous participation in the Stagecoach Days. The CITY's in-kind contribution will be understood to include additional services and items required specifically for the Stagecoach Days, which the CITY would not provide in the absence of said event. Such in-kind services may include, but are not limited to:

- Additional street sweeping;
- Additional trash removal;
- Placement and removal of barricades upon streets and public parking lots for various events and posting of "No Parking" signs as needed;
- Staff to assist with entry gates, parking and ticket booths; and

- Other similar services that the CITY has provided to the ASSOCIATION for the production of the annual event.

The CITY will also designate the Parks and Recreation Director, or his/her designee, to facilitate and coordinate the ASSOCIATION's requests for in-kind services and to manage the Stagecoach Days community event application process to facilitate timely approvals.

The CITY shall facilitate the necessary multi-departmental meetings with representatives of the ASSOCIATION to outline the in-kind services requested by the ASSOCIATION and those deemed necessary by the CITY in preparation and execution of the annual event.

No later than sixty (60) days prior to the Stagecoach Days event, the ASSOCIATION will provide detailed plans and information outlining the need for in-kind services and equipment (except as otherwise noted for specific items covered in this MOU). This information shall include any plans, information, and applications for new associated events that may necessitate additional in-kind CITY services, equipment, staff, or other in-kind contribution.

No later than forty-five (45) days prior to Stagecoach Days, the CITY will estimate the value of the CITY's in-kind contribution by utilizing the salary costs associated with CITY staff, equipment costs, the rental value of items and facilities that will be used and any additional actual costs incurred by the CITY. The CITY will ensure the requested in-kind services and equipment align with prior-years' in-kind contributions, which are capped at, and will remain capped at Ten Thousand Dollars ($10,000.00) annually.

6. CITY SPONSORSHIP

In addition to the in-kind services outlined in Section 5 above, subject to the sufficiency of annual appropriations properly budgeted and available for such purposes, the CITY will provide the ASSOCIATION with a Twelve Thousand Five Hundred Dollar($12,500) in cash sponsorship for Stagecoach Days, will rent bleachers for the event in an amount not to exceed Eighteen Thousand Dollars ($18,000), and will provide necessary event insurance. In exchange, the ASSOCIATION shall include the CITY as a sponsor, providing the CITY with sponsor promotion, recognition, and all other benefits commensurate with its level of support.

7. APPLICATION PROCESS

Annually the ASSOCIATION agrees to provide to the CITY a report that includes essential details of the Stagecoach Days event in a format approved by CITY staff. Such a report will be deemed sufficient for properly processing a Special Event Application. All additional applicable licenses required by the CITY must be completed and submitted with the Special Event Application. All proposed activities must be submitted by the ASSOCIATION for approval by the CITY no later than forty-five (45) days prior to the first day of the event.

8. INDEMNIFICATION

To the fullest extent permitted by law, each party agrees to indemnify and hold harmless the other party, its governing board or body, officers, agents, and employees against any and all claims, damages, liabilities, injury expenses, demands, causes of actions, and judgments, including court costs and attorneys' fees, arising out of or resulting from the performance of this MOU and attributable to the other party's negligence or intentional acts of its officers, agents, or employees. Following a determination of the percentage of fault or liability by agreement between the parties or a court of competent jurisdiction, the party responsible for liability to the other will indemnify the other party to this MOU for the percentage of liability determined.

The parties agree this provision shall survive the expiration or termination of this MOU.

9. COMPLETE AGREEMENT

The parties agree that this MOU constitutes the entire agreement of the parties and that no prior agreement or representation, written or oral, shall be binding or of any force or effect. Further, this MOU may not be amended, modified, altered, or enlarged except in writing signed by the duly authorized representatives of the parties hereto.

10. AGREEMENT BINDING

The parties agree that this MOU shall be binding upon the successors and legal representatives of the parties hereto. Neither party shall assign this MOU or any of their respective rights, obligations, or interest in it.

11. TERM

The term of this MOU will be for three (3) years from the Effective Date, with a two-year automatic extension, unless a party gives written notice to the other party, not less than sixty (60) days prior to such anniversary date, that the

term of the MOU shall not be extended. Such notice shall be given as provided for by Section 12 below. The CITY's obligations in the second year of the term and any subsequent year(s) shall be subject to the sufficiency of annual appropriations properly budgeted and available for such purposes.

12. NOTICES

All notices with respect to this MOU shall be given by first class mail or hand-delivery to the parties as follows:

CITY:

City of Banning
Attn: City Manager
99 E. Ramsey Street
Banning, CA 92220

ASSOCIATION:

Stagecoach Days Association
Amy Pippenger
P.O. Box 604
Banning, CA 92220

13. SEVERABILITY

If any term, provision, covenant, or condition of this MOU is ruled invalid, void, or unenforceable by a court of competent jurisdiction, this MOU will nonetheless remain in full force and effect as to all remaining terms, provisions, covenants, and conditions.

[*SIGNATURE PAGE FOLLOWS*]

DRAFT

IN WITNESS HEREOF, the duly authorized representatives of the parties are signing this MOU on the date set forth in the introductory clause.

City of Banning

By:_____
City Manager

Stagecoach Days Association

By:_____
Chairperson/President/VP

By:_____
Secretary/Asst. Secretary
CFO/Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

Attest:

By:_____
Deputy City Clerk

Approved as to Form:

_____
City Attorney

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Robert Fisher, Acting City Manager**

PREPARED BY: **Ralph Wright, Parks and Recreation Director**

MEETING DATE: **June 10, 2025**

SUBJECT: **Consideration of Resolution 2025-84, Approving a License Agreement with the Girl Scouts of San Gorgonio Council for the Use of the Girl Scout House Located in Repplier Park**

RECOMMENDATION:

Adopt Resolution 2025-84.

BACKGROUND:

The City owns a building located in Repplier Park adjacent to the Repplier Aquatic Center, named the Girl Scout House. This property was donated to the City in 1937 with the stipulation that it's priority use was for Girl Scout operations in Banning. The building has only been used for this purpose for many years.

Local girl scouts have been using the facility for years and in June of 2020. the City Council adopted Resolution 2020-63, approving a five-year license agreement with the Girl Scouts of San Gorgonio Council to ensure there was an active license agreement in place for use of the facility. During the five year term, the Girl Scouts of San Gorgonio Council have honored the existing license agreement by properly maintaining the facility, using the facility for successful events and troop activities. The City has partnered with the Girl Scouts of San Gorgonio Council to successfully install air conditioning on site and the Parks and Recreation Department has worked together with the Girl Scouts of San Gorgonio Council to use the facility as one of our sites for our summer day camp program. This partnership has been a success for the City and the community as a whole.

This license agreement has been reviewed by the Girl Scouts of San Gorgonio Council and the terms of the agreement are acceptable to both parties. The license agreement is for a five-year initial term, with the ability to extend the agreement if mutually agreed upon and the agreement requires Girl Scouts of San Gorgonio indemnify the City of Banning and continue to maintain in full force the required insurance for use of the premises and their operations.

JUSTIFICATION:

The building has been used for the girl scout's operations for many years and during the last five year term of the license agreement the City worked closely with no issues with the Girl Scouts of San Gorgonio Council. The property was donated to the City with this use as the designated priority.

FISCAL IMPACT:

There is no negative fiscal impact to the City by entering into this agreement.

ALTERNATIVES:

Do not adopt the resolution and provide staff with direction.

BUDGETED?:

No

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Resolution 2025-84, License Agreement GSH.docx
2. Exhibit A - Draft License Agreement - Girl Scouts of San Gorgonio Council.Final.pdf
3. Resolution 2020-63 - executed License agreement with Girl Scouts of San Gorgonio Council.pdf

RESOLUTION 2025-84

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE LICENSE AGREEMENT BETWEEN GIRL SCOUTS OF SAN GORGONIO COUNCIL AND THE CITY OF BANNING FOR USE OF THE GIRL SCOUT BUILDING LOCATED IN REPPLIER PARK

WHEREAS, the Girl Scout House, located in Repplier Park, in Banning CA, is owned by the City of Banning; and

WHEREAS, the property was donated to the City in 1937 with the stipulation that the priority use for the property was to support the local girl scouts; and

WHEREAS, Girl Scouts of the San Gorgonio Council is the non-profit party responsible for the local girl scout troops that have used the property for many years; and

WHEREAS, the license agreement is the best way to ensure that both parties are protected and able to operate the property as designed; and

WHEREAS, both the City of Banning and Girl Scouts of San Gorgonio Council entered into a five-year license agreement in June of 2020 for use of the property; and

WHEREAS, the use of the property during the term of the license agreement was beneficial to the local Girl Scouts, The City of banning Parks and Recreation Department and the Community as a whole; and

WHEREAS, both the City of Banning and Girl Scouts of San Gorgonio Council would like to enter into a new five-year license agreement for use of the property; and

WHEREAS, both the City of Banning and Girl Scouts of the San Gorgonio Council agree to the terms of the said license agreement.

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

SECTION 1. The City Council approves the License Agreement with Girl Scouts of San Gorgonio Council for the Girl Scout House License Agreement for a 5 -year term and subsequent amendment to extend the Agreement for additional 5-year term upon satisfactory performance.

SECTION 2. The City Council authorizes the City Manager to make non-substantive changes to the License Agreement and to execute the License Agreement with the Girl Scouts of San Gorgonio Council 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 10th day of June, 2025.

Sheri Flynn, Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

John Pinkney, Interim 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 2025-84, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 10th 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
License Agreement

LICENSE AGREEMENT FOR USE OF REAL PROPERTY BETWEEN THE CITY OF BANNING AND GIRL SCOUTS OF SAN GORGONIO COUNCIL

This LICENSE AGREEMENT FOR USE OF REAL PROPERTY BETWEEN THE CITY OF BANNING AND GIRL SCOUTS OF SAN GORGONIO COUNCIL ("Agreement"), is dated as of the ____ day of _____, 2025 and is entered into by and between the CITY OF BANNING (the "City"), and Girl Scouts of San Gorgonio Council, a non-profit 501 (c)(3) corporation(Licensee) for property described below

RECITALS

A. The City is the owner of certain real property located in the City of Banning, County of Riverside, State of California, within the confines of Repplier Park bounded on the west by Fourth Street, on the north by Wilson Street, to the east by San Gorgonio and to the south by George Street (APNs) more particularly described on Exhibit "A" ("Property").

B. The property was donated to the City in 1937 for park purposes with Girl Scouts use as the first priority of the facility.

C. The City is agreeable to use of the Property for such purposes upon and subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing recitals, the sum of $5.00, the mutual terms and covenants hereinafter set forth, and other consideration, the sufficiency of which is hereby acknowledged, City and Licensee hereby agree as follows:

1. LICENSE USE.

A. The Premises are to be used by the licensee for administration, events and meeting purposes.
B. The Premises shall not be used for any other purpose without first obtaining written consent of City, which consent shall not be unreasonably withheld.
C. The Licensee shall have exclusive use of the licensed premises.
D. On occasion, when it does not interfere with the Licensee's use of the facility, the City, can request use of the facility for City recreation programming by obtaining consent of Licensee, which consent shall not be unreasonably withheld.
E. Schedule of activities: The Licensee shall provide a quarterly schedule of all activities to be held on the premises to the City.

2. GRANT OF LICENSE: TERM.

A. Term: This License Agreement shall be for a period of five (5) years, commencing on

the date of execution of this agreement

B. Rent: Licensee shall pay the sum of one dollar annually to City as rent for the premises. Rent shall be paid by June 1st annually for the term of the license.

C. Extensions: The agreement can be extended for additional five (5) year terms, with the mutual consent of both parties.

D. Option to terminate: Either party to this license may terminate this license without cause by giving the other party sixty (60) days advanced written notice. Licensee shall have twenty (20), working days to remove all personal property from the property.

E. If the Licensee continues to occupy the Property after the expiration or termination of this Agreement, holding over will not be considered to operate as a renewal or extension of this Agreement. Licensee hereby waives any and all rights to assert hardship as a defense to any unlawful detainer or similar proceeding by City for possession.

F. Notwithstanding any provision in this Agreement to the contrary or any negotiation, correspondence, course of performance or dealing, or other statements or acts by or between the parties, the Licensee's rights in the Property are limited to the rights created by this Agreement, which create only a license in the Property, which is revocable only as set forth expressly herein. The City and Licensee do not by this instrument intend to create a lease, easement or other real property interest. The Licensee has no real property interest in the Property.

G. This License Agreement is specific to the Licensee and may not be transferred or assigned in any manner, without the prior written approval of the City in its sole and absolute discretion. Additionally, Licensee shall not enter into any "sublicenses" without the prior written approval of City in its sole and absolute discretion.

3. PERMITS AND FEES.

A. Licensee shall secure and maintain, at its own expense, all necessary permits it may be required to obtain and/or hold, and Licensee shall pay for all fees and taxes levied by an authorized public entity.

B. Licensee shall obtain a special event permit from City for each hosted Event that includes participation other than the Girl Scouts of San Gorgonio Council.

4. UTILITIES. Licensee is responsible for obtaining and paying for all utilities necessary for its use of the Property.

5. CONSTRUCTION AND MAINTENANCE.

A. Licensee shall keep the portions of the Property used by it in good, clean and safe condition, free of waste and debris, at all times.

B. The Licensee shall not permit any liens to be placed or remain on the Property by virtue of use or activities under this Agreement.

C. The Licensee is responsible for all maintenance and upkeep of the property.

D. On Site Improvements by Licensee.

a. The Licensee shall not remove, damage or alter in any way any existing improvements or personal property of the City within the Property, or construct any additional improvements, without City's prior written approval in the City's sole and absolute discretion.

b. The Licensee shall promptly repair any damage to City's property to the same condition that existed before the damage, reasonable wear and tear excepted.

c. Any alterations, improvements or installation of fixtures to be undertaken by Licensee shall have the prior written consent of City after Licensee has submitted proposed plans for such alterations, improvements or fixtures toCity in writing.

d. All alterations and improvements to be made, and fixtures installed, or caused to be made and installed by Licensee shall become the property of City with the exception of trade fixtures as such term is used in section 1019 of the California Civil Code.

e. At or prior to the expiration of this License, Licensee may remove such trade fixtures; provided, however, that such removal does not cause injury or damage to the Premises, or in the event it does, Licensee shall restore the Premises to their original shape and condition as nearly as practicable. In the event such trade fixtures are not removed, City may, at its election, either: (1) remove and store such fixtures and restore the Premises for the account of Licensee, and in such event, Licensee shall within thirty (30) days after billing and accounting therefore reimburse City for the costs so incurred, or (2) take and hold such fixtures as its sole property.

6. SIGNS. Licensee shall not erect, maintain or display any signs or other forms of advertising upon the Premises without first obtaining the written approval of City, which approval shall not be unreasonably withheld.

7. HAZARDOUS MATERIALS. Licensee shall not use, store, transport or release any Hazardous Substance in, on or near the Property. The term "Hazardous Substance" shall mean any and all of the any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or for which liability arises for misuse, pursuant to the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901, et seq.; the Toxic Substances Control Act, 15 U.S.C.S. § 2601, et seq.; the Clean Water Act, 33 U.S.C. §1251, et seq.; the Insecticide, Fungicide, Rodenticide Act, 7 U.S.C. § 136, et seq.; the Superfund Amendments and Reauthorization Act, 42 U.S.C. § 6901, et seq.; the Clean Air Act, 42 U.S.C. § 7401, et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300f, et seq.; the Solid Waste Disposal Act, 42 U.S.C. §6901, et seq.; the Surface Mining Control and Reclamation Act, 30 U.S.C. § 1201, et seq.; the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001, et seq.; the Occupational Safety and Health Act, 29 U.S.C. §§

655 and 657; the Hazardous Waste Control Act, California Health and Safety Code ("H.&S.C.") § 25100, et seq.; the Hazardous Substance Account Act, H.&S.C. § 25330, et seq.; the California Safe Drinking Water and Toxic Enforcement Act, H.&S.C. § 25249.5, et seq.; the Underground Storage of Hazardous Substances, H.&S.C. § 25280, et seq.; the Carpenter-Presley-Tanner Hazardous Substance Account Act, H.&S.C. § 25300, et seq.; the Hazardous Waste Management Act, H.&S.C.§25170.1, et seq.; the Hazardous Materials Response Plans and Inventory, H.&S.C. §25001, et seq.; the Porter-Cologne Water Quality Control Act, Water Code § 13000, etseq., all as they may from time to time be amended; any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or for which liability for misuse arises pursuant to any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree due to its hazardous, toxic or dangerous nature; any petroleum, crude oil or any substance, product, waste, or other material of any nature whatsoever which contains gasoline, diesel fuel or other petroleum hydrocarbons other than petroleum and petroleum products contained within regularly operated motor vehicles; and polychlorinated biphenyls (PCB), radon gas, urea formaldehyde, asbestos and lead.

8. INDEMNIFICATION. The Licensee shall indemnify, hold harmless and defend the City and each of its councilmembers, officers, employees, agents and volunteers from any and all claims, losses, liabilities, damages, fines, penalties, costs and expenses (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage, including damage by fire or other casualty) incurred by the City, the Licensee or any other person (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of: (a) the occupancy, maintenance and use of the Property by Licensee or its contractors, or invitees and/or; (b) the breach or performance of this Agreement by Licensee or its contractors or invitees. The Licensee's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence or willful misconduct of the City or any of its officers, officials, employees, agents or volunteers.

Should the Licensee contract any work on the Property or subcontract any of its obligations under this License, the Licensee shall first notify City in writing and shall require each consultant, contractor and subcontractor to indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph. This requirement shall survive termination or expiration of this Agreement.

9. INSURANCE. Throughout the term of this Agreement, the Licensee shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide, or (ii) authorized by the City Manager or his/her designee at any time and in his/her sole discretion. The following policies of insurance are required:

(i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as Insurance Services Office (ISO) form CG 00 01 and shall include insurance for "bodily injury" and "property damage", including premises and operation, completed operations and contractual liability (including, without limitation, indemnity obligations under this Lease) with limits of liability of not less than $1,000,000 per occurrence and $2,000,000 general aggregate for bodily injury and property damage.

(ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 Any Auto) with limits of liability of not less than $1,000,000 per accident for bodily injury and property.

(iii) WORKERS' COMPENSATION insurance as required under the California Labor Code.

(iv) PROPERTY insurance against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

In the event the Licensee purchases an Umbrella or Excess insurance policy(ies) to meet the minimum limits of insurance set forth above, this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

The Licensee shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and the Licensee shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, officials, employees, agents and volunteers; or (ii) the Licensee shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City, its officers, officials, employees, agents or volunteers be responsible for the payment of any deductibles or self-insured retentions.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar day written notice by certified mail, return receipt requested, has been given to the City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non- renewal, or reduction in coverage or in limits, the Licensee shall furnish the City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during this Agreement, the Licensee shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

The General Liability insurance policy shall be written on an occurrence form and shall name the City and its officers, officials, employees, agents and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so the Licensees' insurance shall be primary, and no contribution shall be required of the City, its officers, officials, employees, agents or volunteers. The coverage(s) shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents and volunteers. Should the Licensee maintain insurance with broader coverage and/or limits of liability greater than those shown above, City requires and shall be entitled to the broader coverage and/or the higher limits of liability maintained by the Licensee. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to Landlord and its officers, officials, employees, agents and volunteers. The Property insurance policy shall name the City as a loss payee.

Upon request of the City, the Licensee shall immediately furnish the City with a complete copy of any insurance policy required under this License, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

The fact that insurance is obtained by the Licensee shall not be deemed to release or diminish the liability of the Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify the City and its officers, officials, employees, agents and volunteers shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Licensee. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the Licensee, its board members, officers, officials, employees, members, agents, volunteers, persons under the supervision of the Licensee, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

The Licensee and its insurers hereby waive all rights of recovery against the City and its officers, officials, employees, agents and volunteers, on account of injury, loss by or damage to the Licensee or its board members, officers, officials, employees, members, agents, volunteers, persons under the supervision of the Licensee, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them, or its property or the property of others under its care, custody and control. The Licensee shall give notice to its insurers that this waiver of subrogation is contained in this Agreement. This requirement shall survive termination or expiration of this Agreement.
If the Licensee should contract any work on the Property or subcontract any of its obligations under this Agreement. the Licensee shall require each consultant, contractor and subcontractor to provide insurance protection in favor of the City, its officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the consultants', contractors' or subcontractors' certificates and endorsements shall be on file with the Licensee and the City prior to the commencement of

any work by the consultant, contractor or subcontractor.

10. DAMAGE OR DESTRUCTION. The City has no obligation to reimburse the Licensee for the loss of or damage to fixtures, equipment or other personal property, except for loss or damage as is caused by the gross negligence or willful misconduct of City or its officers, employees or agents. The Licensee may insure all fixtures, equipment or other personal property for its own protection if it so desires.

11. SURRENDER OF POSSESSION. Upon the expiration or termination of this Agreement, the Licensee's right to occupy the Property and exercise the privileges and rights granted under this Agreement shall cease, and it shall surrender and leave the Property in good condition, normal wear and tear and casualty not caused by Licensee excepted. Upon the expiration or earlier termination of this Agreement, Licensee shall immediately remove all personal property, and if Licensee fails to do so, City may retain or dispose of the same in any manner without liability to Licensee, and Licensee hereby waives all laws and statutes to the contrary.

12. REPRESENTATIONS AND WARRANTIES; DISCLAIMERS.

A. The Licensee represents and warrants to the City that: (i) Licensee and its authorized signatory, have full right, power and authority to execute this Agreement; and (ii) Licensee's execution and performance of this Agreement will not violate any laws, ordinances, covenants, mortgages, licenses or other agreements binding on the Licensee.

B. The Licensee has studied and inspected the Property and accepts the same "AS IS" without any express or implied warranties of any kind (including any warranties or representations by City as to title or its condition or fitness for any use) and subject to all matters of record.

13. NOTICES. Except as otherwise provided, all notices required or permitted to be given under this License must be in writing and addressed to the parties at their respective notice addresses set forth below. Notices must be given by reputable overnight messenger or by frrst-class certified mail, postage prepaid. Notices will be deemed effectively given in the case of mailing, three (3) days following deposit into the custody of the United States Postal Service as certified mail, or one (1) business day after delivery to a reputable overnight

messenger service for overnight delivery. The notice addresses of the parties are as follows:

If to City:
City of Banning
789 N. San Gorgonio Ave
Banning, California 92220
Attention: Parks and Recreation Director

If to Licensee:
Girl Scouts of San Gorgonio
1751 Plum Lane
Redlands, California 92374
Attention: Properties Department Director

14. SEVERABILITY. If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining terms shall remain effective, provided that elimination of the invalid provision does not materially prejudice either party with regard to its respective rights and obligations; in the event of material prejudice, then the adversely affected party may terminate this Agreement.

15. POSSESSORY INTEREST TAXES. The Licensee acknowledges that this License may create a possessory interest subject to taxation and that the Licensee may be subject to payment of any and all taxes levied on that possessory interest.

16. RULES AND REGULATIONS. The Licensee shall at all times comply with all federal, state and local laws, ordinances, rules and regulations which are applicable to its operations and the Property, including all laws, ordinances, rules and regulations adopted after the Effective Date. The Licensee shall display to City, upon request, any permits, licenses or other evidence of compliance with the law.

17. RIGHT OF ENTRY RESERVED. The City may, at any time, enter the Property for any lawful purpose, so long as the action does not unreasonably interfere with the Licensee's use or occupancy of the Property. Exercise of any of the foregoing rights by the City or others pursuant to City's rights shall not constitute an eviction of the Licensee, nor be made the grounds for any abatement of rent or any claim for damages.

18. TIME OF ESSENCE. Time is of the essence of every provision hereof in which time is a factor.

CITY of Banning:

Girl Scouts of San Gorgonio Council, a non-profit 501 (c)(3) corporation:

Mayor – Sheri Flynn

GSCA CEO – Cynthia H. Breunig

Attest:

Caroline Patton
Administrative City Clerk

Approved as to form:

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

EXHIBIT "A"

DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BANNING, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

The property, named the Girl Scout house, is located on City owned property in Repplier Park adjacent to the Playhouse Bowl Amphitheater and Repplier Park Aquatic Center. The structure is a 1,350 square foot, single story frame with stucco exterior and composition roof. The GIS coordinates are Latitude 33.931721, Longitude -116.878311.

RESOLUTION 2020-63

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE LICENSING AGREEMENT, BETWEEN GIRL SCOUTS OF SAN GORGONIO COUNCIL AND THE CITY OF BANNING FOR USE OF THE GIRL SCOUT BUILDING LOCATED IN REPPLIER PARK

WHEREAS, the Girl Scout House, located in Repplier Park, in Banning CA, is owned by the City of Banning; and

WHEREAS, the property was donated to the City in 1937 with the stipulation that the priority use for the property was to support the local girl scouts; and

WHEREAS, Girl Scouts of the San Gorgonio Council is the non-profit party responsible for the local girl scout troops that have used the property for many years; and

WHEREAS, the license agreement is the best way to ensure that both parties are protected and able to operate the property as designed; and

WHEREAS, both the City of Banning and Girl Scouts of San Gorgonio Council want to enter into a license agreement for use of the property; and

WHEREAS, both the City of Banning and Girl Scouts of the San Gorgonio Council agree to the terms of the said license agreement.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED that the City Council of the City of Banning, as follows:

SECTION 1. Does hereby agree to approve the licensing agreement between the City of Banning and Girl Scouts of San Gorgonio Council.

PASSED, APPROVED AND ADOPTED this 26th day of May 2020.

Daniela Andrade

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, Esq., 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 2020-63, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 26th day of May, 2020, by the following vote, to wit:

AYES: Councilmembers Happe, Pingree, Wallace, Welch and Mayor Andrade

NOES: None

ABSTAIN: None

ABSENT: None

Sonja De La Fuente, Deputy City Clerk
City of Banning, California

LICENSE AGREEMENT FOR USE OF REAL PROPERTY BETWEEN THE CITY OF BANNING AND GIRL SCOUTS OF SAN GORGONIO COUNCIL

This LICENSE AGREEMENT FOR USE OF REAL PROPERTY BETWEEN THE CITY OF BANNING AND GIRL SCOUTS OF SAN GORGONIO COUNCIL ("Agreement"), is dated as of the 9th day of June, 2020 and is entered into by and between the CITY OF BANNING (the "City"), and Girl Scouts of San Gorgonio Council, a non-profit 501 (c)(3) corporation(Licensee) for property described below

RECITALS

A. The City is the owner of certain real property located in the City of Banning, County of Riverside, State of California, within the confines of Repplier Park bounded on the west by Fourth Street, on the north by Wilson Street, to the east by San Gorgonio and to the south by George Street (APNs) more particularly described on Exhibit "A" ("Property").

B. The property was donated to the City in 1937 for park purposes with Girl Scouts use as the first priority of the facility.

C. The City is agreeable to use of the Property for such purposes upon and subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing recitals, the sum of $5.00, the mutual terms and covenants hereinafter set forth, and other consideration, the sufficiency of which is hereby acknowledged, City and Licensee hereby agree as follows:

1. LICENSE USE.

A. The Premises are to be used by the licensee for administration, events and meeting purposes.
B. The Premises shall not be used for any other purpose without first obtaining written consent of City, which consent shall not be unreasonably withheld.
C. The Licensee shall have exclusive use of the licensed premises.
D. On occasion, when it does not interfere with the Licensee's use of the facility, the City, can request use of the facility for City recreation programming by obtaining consent of Licensee, which consent shall not be unreasonably withheld.
E. Schedule of activities: The Licensee shall provide a quarterly schedule of all activities to be held on the premises to the City.

2. GRANT OF LICENSE: TERM.

A. Term: This License Agreement shall be for a period of five (5) years, commencing on

the date of execution of this agreement

B. Rent: Licensee shall pay the sum of one dollar annually to City as rent for the premises. Rent shall be paid by June 1st annually for the term of the license.

C. Extensions: The agreement can be extended for additional five (5) year terms, with the mutual consent of both parties.

D. Option to terminate: Either party to this license may terminate this license without cause by giving the other party sixty (60) days advanced written notice. Licensee shall have twenty (20), working days to remove all personal property from the property.

E. If the Licensee continues to occupy the Property after the expiration or termination of this Agreement, holding over will not be considered to operate as a renewal or extension of this Agreement. Licensee hereby waives any and all rights to assert hardship as a defense to any unlawful detainer or similar proceeding by City for possession.

F. Notwithstanding any provision in this Agreement to the contrary or any negotiation, correspondence, course of performance or dealing, or other statements or acts by or between the parties, the Licensee's rights in the Property are limited to the rights created by this Agreement, which create only a license in the Property, which is revocable only as set forth expressly herein. The City and Licensee do not by this instrument intend to create a lease, easement or other real property interest. The Licensee has no real property interest in the Property.

G. This License Agreement is specific to the Licensee and may not be transferred or assigned in any manner, without the prior written approval of the City in its sole and absolute discretion. Additionally, Licensee shall not enter into any "sublicenses" without the prior written approval of City in its sole and absolute discretion.

3. **PERMITS AND FEES.**

A. Licensee shall secure and maintain, at its own expense, all necessary permits it may be required to obtain and/or hold, and Licensee shall pay for all fees and taxes levied by an authorized public entity.

B. Licensee shall obtain a special event permit from City for each hosted Event that includes participation other than the Girl Scouts of San Gorgonio Council.

4. **UTILITIES.** Licensee is responsible for obtaining and paying for all utilities necessary for its use of the Property.

5. **CONSTRUCTION AND MAINTENANCE.**

A. Licensee shall keep the portions of the Property used by it in good, clean and safe condition, free of waste and debris, at all times.

B. The Licensee shall not permit any liens to be placed or remain on the Property by virtue of use or activities under this Agreement.

C. The Licensee is responsible for all maintenance and upkeep of the property.

D. On Site Improvements by Licensee.

a. The Licensee shall not remove, damage or alter in any way any existing improvements or personal property of the City within the Property, or construct any additional improvements, without City's prior written approval in the City's sole and absolute discretion.

b. The Licensee shall promptly repair any damage to City's property to the same condition that existed before the damage, reasonable wear and tear excepted.

c. Any alterations, improvements or installation of fixtures to be undertaken by Licensee shall have the prior written consent of City after Licensee has submitted proposed plans for such alterations, improvements or fixtures toCity in writing.

d. All alterations and improvements to be made, and fixtures installed, or caused to be made and installed by Licensee shall become the property of City with the exception of trade fixtures as such term is used in section 1019 of the California Civil Code.

e. At or prior to the expiration of this License, Licensee may remove such trade fixtures; provided, however, that such removal does not cause injury or damage to the Premises, or in the event it does, Licensee shall restore the Premises to their original shape and condition as nearly as practicable. In the event such trade fixtures are not removed, City may, at its election, either: (1) remove and store such fixtures and restore the Premises for the account of Licensee, and in such event, Licensee shall within thirty (30) days after billing and accounting therefore reimburse City for the costs so incurred, or (2) take and hold such fixtures as its sole property.

6. SIGNS. Licensee shall not erect, maintain or display any signs or other forms of advertising upon the Premises without first obtaining the written approval of City, which approval shall not be unreasonably withheld.

7. HAZARDOUS MATERIALS. Licensee shall not use, store, transport or release any Hazardous Substance in, on or near the Property. The term "Hazardous Substance" shall mean any and all of the any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or for which liability arises for misuse, pursuant to the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901, et seq.; the Toxic Substances Control Act, 15 U.S.C.S. § 2601, et seq.; the Clean Water Act, 33 U.S.C. §1251, et seq.; the Insecticide, Fungicide, Rodenticide Act, 7 U.S.C. § 136, et seq.; the Superfund Amendments and Reauthorization Act, 42 U.S.C. § 6901, et seq.; the Clean Air Act, 42 U.S.C. § 7401, et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300f, et seq.; the Solid Waste Disposal Act, 42 U.S.C. §6901, et seq.; the Surface Mining Control and Reclamation Act, 30 U.S.C. § 1201, et seq.; the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001, et seq.; the Occupational Safety and Health Act, 29 U.S.C. §§

655 and 657; the Hazardous Waste Control Act, California Health and Safety Code ("H.&S.C.") § 25100, et seq.; the Hazardous Substance Account Act, H.&S.C. § 25330, et seq.; the California Safe Drinking Water and Toxic Enforcement Act, H.&S.C. § 25249.5, et seq.; the Underground Storage of Hazardous Substances, H.&S.C. § 25280, et seq.; the Carpenter-Presley-Tanner Hazardous Substance Account Act, H.&S.C. § 25300, et seq.; the Hazardous Waste Management Act, H.&S.C.§25170.1, et seq.; the Hazardous Materials Response Plans and Inventory, H.&S.C. §25001, et seq.; the Porter-Cologne Water Quality Control Act, Water Code § 13000, etseq., all as they may from time to time be amended; any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or for which liability for misuse arises pursuant to any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree due to its hazardous, toxic or dangerous nature; any petroleum, crude oil or any substance, product, waste, or other material of any nature whatsoever which contains gasoline, diesel fuel or other petroleum hydrocarbons other than petroleum and petroleum products contained within regularly operated motor vehicles; and polychlorinated biphenyls (PCB), radon gas, urea formaldehyde, asbestos and lead.

8. **INDEMNIFICATION.** The Licensee shall indemnify, hold harmless and defend the City and each of its councilmembers, officers, employees, agents and volunteers from any and all claims, losses, liabilities, damages, fines, penalties, costs and expenses (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage, including damage by fire or other casualty) incurred by the City, the Licensee or any other person (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of: (a) the occupancy, maintenance and use of the Property by Licensee or its contractors, or invitees and/or; (b) the breach or performance of this Agreement by Licensee or its contractors or invitees. The Licensee's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence or willful misconduct of the City or any of its officers, officials, employees, agents or volunteers.

Should the Licensee contract any work on the Property or subcontract any of its obligations under this License, the Licensee shall first notify City in writing and shall require each consultant, contractor and subcontractor to indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph. This requirement shall survive termination or expiration of this Agreement.

9. **INSURANCE.** Throughout the term of this Agreement, the Licensee shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide, or (ii) authorized by the City Manager or his/her designee at any time and in his/her sole discretion. The following policies of insurance are required:

(i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as Insurance Services Office (ISO) form CG 00 01 and shall include insurance for "bodily injury" and "property damage", including premises and operation, completed operations and contractual liability (including, without limitation, indemnity obligations under this Lease) with limits of liability of not less than $1,000,000 per occurrence and $2,000,000 general aggregate for bodily injury and property damage.

(ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 Any Auto) with limits of liability of not less than $1,000,000 per accident for bodily injury and property.

(iii) WORKERS' COMPENSATION insurance as required under the California Labor Code.

(iv) PROPERTY insurance against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

In the event the Licensee purchases an Umbrella or Excess insurance policy(ies) to meet the minimum limits of insurance set forth above, this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

The Licensee shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and the Licensee shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, officials, employees, agents and volunteers; or (ii) the Licensee shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City, its officers, officials, employees, agents or volunteers be responsible for the payment of any deductibles or self-insured retentions.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar day written notice by certified mail, return receipt requested, has been given to the City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non- renewal, or reduction in coverage or in limits, the Licensee shall furnish the City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during this Agreement, the Licensee shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

The General Liability insurance policy shall be written on an occurrence form and shall name the City and its officers, officials, employees, agents and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so the Licensees' insurance shall be primary, and no contribution shall be required of the City, its officers, officials, employees, agents or volunteers. The coverage(s) shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents and volunteers. Should the Licensee maintain insurance with broader coverage and/or limits of liability greater than those shown above, City requires and shall be entitled to the broader coverage and/or the higher limits of liability maintained by the Licensee. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to Landlord and its officers, officials, employees, agents and volunteers. The Property insurance policy shall name the City as a loss payee.

Upon request of the City, the Licensee shall immediately furnish the City with a complete copy of any insurance policy required under this License, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

The fact that insurance is obtained by the Licensee shall not be deemed to release or diminish the liability of the Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify the City and its officers, officials, employees, agents and volunteers shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Licensee. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the Licensee, its board members, officers, officials, employees, members, agents, volunteers, persons under the supervision of the Licensee, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

The Licensee and its insurers hereby waive all rights of recovery against the City and its officers, officials, employees, agents and volunteers, on account of injury, loss by or damage to the Licensee or its board members, officers, officials, employees, members, agents, volunteers, persons under the supervision of the Licensee, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them, or its property or the property of others under its care, custody and control. The Licensee shall give notice to its insurers that this waiver of subrogation is contained in this Agreement. This requirement shall survive termination or expiration of this Agreement. If the Licensee should contract any work on the Property or subcontract any of its obligations under this Agreement. the Licensee shall require each consultant, contractor and subcontractor to provide insurance protection in favor of the City, its officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the consultants', contractors' or subcontractors' certificates and endorsements shall be on file with the Licensee and the City prior to the commencement of

any work by the consultant, contractor or subcontractor.

10. DAMAGE OR DESTRUCTION. The City has no obligation to reimburse the Licensee for the loss of or damage to fixtures, equipment or other personal property, except for loss or damage as is caused by the gross negligence or willful misconduct of City or its officers, employees or agents. The Licensee may insure all fixtures, equipment or other personal property for its own protection if it so desires.

11. SURRENDER OF POSSESSION. Upon the expiration or termination of this Agreement, the Licensee's right to occupy the Property and exercise the privileges and rights granted under this Agreement shall cease, and it shall surrender and leave the Property in good condition, normal wear and tear and casualty not caused by Licensee excepted. Upon the expiration or earlier termination of this Agreement, Licensee shall immediately remove all personal property, and if Licensee fails to do so, City may retain or dispose of the same in any manner without liability to Licensee, and Licensee hereby waives all laws and statutes to the contrary.

12. REPRESENTATIONS AND WARRANTIES; DISCLAIMERS.

A. The Licensee represents and warrants to the City that: (i) Licensee and its authorized signatory, have full right, power and authority to execute this Agreement; and (ii) Licensee's execution and performance of this Agreement will not violate any laws, ordinances, covenants, mortgages, licenses or other agreements binding on the Licensee.

B. The Licensee has studied and inspected the Property and accepts the same "AS IS" without any express or implied warranties of any kind (including any warranties or representations by City as to title or its condition or fitness for any use) and subject to all matters of record.

13. NOTICES. Except as otherwise provided, all notices required or permitted to be given under this License must be in writing and addressed to the parties at their respective notice addresses set forth below. Notices must be given by reputable overnight messenger or by frrst-class certified mail, postage prepaid. Notices will be deemed effectively given in the case of mailing, three (3) days following deposit into the custody of the United States Postal Service as certified mail, or one (1) business day after delivery to a reputable overnight

messenger service for overnight delivery. The notice addresses of the parties are as follows:

If to City:
City of Banning
789 N. San Gorgonio Ave
Banning, California 92220
Attention: Parks and Recreation Director

If to Licensee:
Girl Scouts of San Gorgonio
1751 Plum Lane
Redlands, California 92374
Attention: Properties Department Director

14. SEVERABILITY. If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining terms shall remain effective, provided that elimination of the invalid provision does not materially prejudice either party with regard to its respective rights and obligations; in the event of material prejudice, then the adversely affected party may terminate this Agreement.

15. POSSESSORY INTEREST TAXES. The Licensee acknowledges that this License may create a possessory interest subject to taxation and that the Licensee may be subject to payment of any and all taxes levied on that possessory interest.

16. RULES AND REGULATIONS. The Licensee shall at all times comply with all federal, state and local laws, ordinances, rules and regulations which are applicable to its operations and the Property, including all laws, ordinances, rules and regulations adopted after the Effective Date. The Licensee shall display to City, upon request, any permits, licenses or other evidence of compliance with the law.

17. RIGHT OF ENTRY RESERVED. The City may, at any time, enter the Property for any lawful purpose, so long as the action does not unreasonably interfere with the Licensee's use or occupancy of the Property. Exercise of any of the foregoing rights by the City or others pursuant to City's rights shall not constitute an eviction of the Licensee, nor be made the grounds for any abatement of rent or any claim for damages.

18. TIME OF ESSENCE. Time is of the essence of every provision hereof in which time is a factor.

CITY of Banning:

Daniela Andrade

Mayor – Daniela Andrade

Girl Scouts of San Gorgonio Council, a non-profit 501 (c)(3) corporation:

GSCA Board Chair – Michele Branconier

Attest:

Sonja De La Fuente
Deputy City Clerk

Approved as to form:

Kevin G. Ennis
City Attorney

EXHIBIT "A"

DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BANNING, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

The property, named the Girl Scout house, is located on City owned property in Repplier Park adjacent to the Playhouse Bowl Amphitheater and Repplier Park Aquatic Center. The structure is a 1,350 square foot, single story frame with stucco exterior and composition roof. The GIS coordinates are Latitude 33.931721, Longitude -116.878311.

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Robert Fisher, Acting City Manager**

PREPARED BY: **Nate Smith, Deputy Director of Public Works/City Engineer**
Art Vela, Director of Public Works

MEETING DATE: **June 10, 2025**

SUBJECT: **Consideration of Resolution 2025-85, Approving the Installation of a Stop Sign and Establishing A Multi-Way Stop Controlled Intersection at Highland Springs Avenue and Potrero Boulevard**

RECOMMENDATION:

Adopt Resolution 2025-85.

BACKGROUND:

The City of Beaumont received a citizen request for the installation of a stop sign at the intersection of Highland Springs Avenue and Potrero Boulevard. As this location is jurisdictionally shared with the City of Beaumont, any stop sign would require concurrence from the City of Banning. The Banning Municipal Code requires the City Council to pass a resolution where these devices shall be installed.

BMC 10.08.100 - Authority for stop signs and yield signs

The City Engineer shall determine, in accordance with the Manual of Uniform Traffic Control Devices and California D.O.T. Traffic Manual whether circumstances warrant and justify installation of stop signs and yield signs, and by resolution, the City Council shall designate through streets, intersections, railroad grade crossings (subject to California Public Utilities Commission approval) at which vehicular traffic shall stop or yield before entering the intersection. The City Engineer shall place and maintain official traffic control devices giving notice thereof and no such designations shall be effective until such devices are in place.

In this case, the City of Beaumont performed a warrant analysis for the intersection, and determined that a single warrant was met. As such, the City of Beaumont is requesting to install a stop sign, limit line, 'STOP' legend, stop ahead sign, and temporary hi -vis flags on the northbound side of Highland Springs Ave at and approaching Potrero Boulevard. Work will be completed by City of Beaumont public works staff.

JUSTIFICATION:

Criteria C3 of the California MUTCD 2014 Edition (Section 2B.07) - Multi-way Stop Application was determined to have been met, allowing for a multi-way stop sign and intersection control to be installed.

FISCAL IMPACT:

None. Work will be completed by City of Beaumont public works staff.

ALTERNATIVES:

Do not adopt the resolution and provide direction to staff.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Resolution 2025-85, Potrero Stop.docx
1. Beaumont Multi-Way Stop Assessment HSA-Potrero.pdf

RESOLUTION 2025-85

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE INSTALLATION OF A STOP SIGN AND ESTABLISHING A MULTI-WAY STOP CONTROLLED INTERSECTION AT HIGHLAND SPRINGS AVENUE AND POTRERO BOULEVARD

WHEREAS, a citizen request originating in the City of Beaumont was made to evaluate the installation of a stop sign on Highland Springs Avenue at Potrero Boulevard; and

WHEREAS, the City of Beaumont conducted a multi-way stop assessment in accordance with the Manual of Uniform Traffic Control Devices, California Edition 2014 to determine if required warrants were met for the installation; and

WHEREAS, Criteria C3 was met, which would allow for the installation of the stop sign creating a multi-way stop; and

WHEREAS, Banning Municipal Code Section 10.08.100 requires that the City Council, through resolution, shall designate through streets, intersections, railroad grade crossings (subject to California Public Utilities Commission approval) at which vehicular traffic shall stop or yield before entering the intersection.

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

SECTION 1. The City Council approves the installation of a stop sign and establish multi-way stop control at the intersection of Highland Springs Avenue and Potrero Boulevard.

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 10th day of June, 2025.

Sheri Flynn, Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

John Pinkney, Interim 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 2025-85, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 10th day of June, 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

California MUTCD 2014 Edition Section 2B.07 Multi-way Stop Application

BEAUMONT CALIFORNIA
Public Works Department
550 E. 6th Street
Beaumont, CA 92223
(951) 769-8522
www.beaumontca.gov



Date: 4/14/2025

Major Street Approaches

Southbound:	Highland Springs Ave
Total Volume:	3610
85% Speed:	44

Northbound:	Highland Springs Ave
Total Volume:	3777
85% Speed:	42

Minor Street Approaches

Eastbound:	Potrero Blvd
Total Volume:	1478
85% Speed:	35

Westbound:	Potrero Blvd
Total Volume:	1267
85% Speed:	38

Collision Data

# of Crashes:	1

Analysis of 8-Hour Volume Warrant

Time	Major Total	Minor Total
0:00 - 1:00	665	236
1:00 - 2:00	647	207
2:00 - 3:00	596	147
3:00 - 4:00	606	128
4:00 - 5:00	609	88
5:00 - 6:00	547	61
6:00 - 7:00	480	42
7:00 - 8:00	358	16
8:00 - 9:00	268	7
9:00 - 10:00	162	7
10:00 - 11:00	115	4
11:00 - 12:00	71	6

Time	Major Total	Minor Total
12:00 - 13:00	44	13
13:00 - 14:00	18	29
14:00 - 15:00	13	87
15:00 - 16:00	9	183
16:00 - 17:00	15	181
17:00 - 18:00	27	185
18:00 - 19:00	70	169
19:00 - 20:00	212	178
20:00 - 21:00	273	206
21:00 - 22:00	438	167
22:00 - 23:00	531	200
23:00 - 0:00	613	198

Warrant Analysis

		Warrant	Actual	Meets?
Criteria A:	Interim Measure, where Traffic Signals are warrented	Yes	No	No
Criteria B:	5 or more reported crashed in a 12-month period	5	1	No
Criteria C1:	Average 300 or more VPH for any 8 hour period AND	300	564	No
Criteria C2:	Avg 200 or more units per hour for the same 8 hrs	200	184	
Criteria C3:	70% of Warrant if Major 85th-percentile speed is > 40 mph	Yes	Yes	Yes
Criteria D:	80% of Criteria B, C.1, & C.2 are satisfied	Yes	No	No
Optional Criteria				
Optional A:	Needed to control left turn conflicts	Yes	No	No
Optional B:	Needed to control vehicle/ pedestrian conflicts	Yes	No	No
Optional C:	Limited sight	Yes	No	No
Optional D:	Two Neighborhood collector streets	Yes	No	No

MEETS CRITERIA

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Robert Fisher, Acting City Manager**
PREPARED BY:	**Nate Smith, Deputy Director of Public Works/City Engineer** **Art Vela, Director of Public Works**
MEETING DATE:	**June 10, 2025**
SUBJECT:	**Consideration of Resolution 2025-86, Confirming the Levy and Collection of Assessments within the City of Banning's Landscape Maintenance District No. 1 for Fiscal Year 2025/2026**

RECOMMENDATION:

Adopt Resolution 2025-86.

BACKGROUND:

In accordance with the "Landscaping and Lighting Act of 1972" ("1972 Act") of the Streets and Highways Code, the City Council adopted a resolution on August 14, 1990 ordering the formation of LMD No. 1 ("the District"). An additional five tracts and three tentative tracts were annexed (Annexation No. 1) into LMD No. 1 when the City Council approved Resolution 2005-36 on May 10, 2005. Tract No. 32370 was annexed into the LMD on November 14, 2023 when the City Council approved Annexation No. 2. A map displaying the District and its' Zones is shown as Attachment 2. On March 25, 2025 the City Council approved Resolution 2025-38, initiating proceedings for the fiscal year update of LMD No. 1 and ordering the City Engineer to prepare and to file a Report in accordance with the 1972 Act. The District, by special benefit assessments, provides funding for the operation and maintenance of certain landscape areas within the City of Banning, all of which were constructed as part of private development projects and all of which are located in the public right-of-way. The 1972 Act requires that assessments be levied according to benefit rather than according to assessed value.

Subsequently, on May 13, 2025, the City Council adopted Resolution 2025-63, approving the Engineer's Report. If tonight's Resolution is approved, it will confirm the assessments for the Fiscal Year 2025/2026. The schedule updating LMD No. 1, and the Notice of Public Hearing advertised in the Record Gazette on May 30, 2025 are shown attached herein.

For Fiscal Year 2025/2026, the Engineer's Report does reflect a Consumer Price Index (CPI) percentage increase of 2.94% on the assessments over the last fiscal year applied only to those tracts annexed into the District in 2005 and 2023, respectively: Tracts 28252, 30793, 31833, 31834, 31835, 30906, and 32370, zones six through eleven. The annual Engineer's Report approved as part of Resolution 2025-63 lists the Assessment Unit (AU) rates and costs to be levied to the property owners within LMD No. 1 for FY 2025/2026 and a summary is shown herein as Attachment 5.

JUSTIFICATION:

The City Council approved the formation of LMD No. 1 by adopting Resolution No. 1990-59 on August 14, 1990. The adoption of this Resolution will enable the City of Banning to assess the property owners located within the District to provide for the funding required to maintain landscape areas located within

the public right-of-way directly benefiting said property owners.

FISCAL IMPACT:

Based on the proposed assessments in the Engineer's Report, the estimated revenues for Fiscal Year 2025/26 for LMD No. 1 will be approximately $161,443, with the 2.94% CPI increase applied to the existing tracts annexed into the District in 2005 and 2023, respectively: Tracts 28252, 30793, 31833, 31834, 31835 and 30906, Zones six through ten and Tract 32370, Zone 11 of Annexation No. 2. If approved, the annual assessment for a single-family dwelling in Zones six through ten would increase from the current rate of $259.91 to $267.55 and for Zone 11 from $403.95 to $415.83.

The estimated expenses for FY 25/26 are $124,597 (based on FY 2024/2025 actual costs), a surplus of approximately $36,846 for the overall District. It should be noted that each zone within the District has its own fund balance separate from other zones. Attachment 6 identifies funding reserve balances in each zone. Some of the zones (Zones 3,4,5 and 9) do not have sufficient reserves to cover the projected expenses in future years; therefore, a further reduction in maintenance services is imminent to reduce costs.

ALTERNATIVES:

Do not adopt Resolution 2025-86 and provide alternative direction to staff. If this Resolution is not adopted, the City cannot levy the assessment on the property owners within the District and there would be no funds to pay for the operation and maintenance of LMD No. 1.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Resolution 2025-86 LMD Assessments.docx
2. Att. 1 LMD No.1 Map of Zones 1 through 11.pdf
3. Att. 2 Schedule for Updating LMD No. 1.pdf
4. Att. 4 LMD No. 1 Tracts, Zones and Assessments for FY 25-26.docx
5. Att. 3 Proof of Publication, 5.30.2025.pdf
6. Att. 5 Zone Funding.docx
7. Att. 6 Reso 2025-38, Initiate Proceedings, 3.25.25.pdf
8. Att. 7 Reso. 2025-63, Approve Engineer's Report, 5.13.25 Meeting.pdf

RESOLUTION 2025-86

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, CONFIRMING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE CITY OF BANNING'S LANDSCAPE MAINTENANCE DISTRICT NO. 1 FOR FISCAL YEAR 2025/2026, PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

WHEREAS, at its regularly scheduled meeting on March 25, 2025, the City Council of the City of Banning has by its Resolution 2025-38 initiated proceedings for the levy and collection of assessments for the 2025/2026 Fiscal Year for Landscape Maintenance District (LMD) No. 1, pursuant to the terms and provisions of the "Landscaping and Lighting Act of 1972," being Part 2 of Division 15 of the California Streets and Highways Code; and

WHEREAS, at its regularly scheduled meeting on May 13, 2025, the City Council adopted its Resolution 2025-63, approving the Engineer's Report (Report) of the City Engineer and declaring the intention of the City Council to order the levy and collection of assessments to pay for the costs and expenses of maintaining and operating existing and proposed public landscaped areas in the City of Banning for Fiscal Year commencing July 1, 2025 and ending June 30, 2026; and

WHEREAS, as stated in the Engineer's Report dated April of 2025, a 2.94% Consumer Price Index (CPI) increase will only be applied to the existing tracts annexed into the LMD ("the District") in 2005 (Annexation No.1) and in 2023 (Annexation No. 2); and

WHEREAS, after holding a duly noticed Public Hearing on June 10, 2025 to consider public opinion on the matter, the City Council orders the levy and collection of assessments to pay for the costs and expenses of maintaining and servicing existing and proposed public landscaping facilities in the City of Banning for the Fiscal Year commencing July 1, 2025 and ending June 30, 2026.

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

SECTION 1. The above recitals are all true and correct.

SECTION 2. Following notice duly given by publication, the City Council has held a full and fair Public Hearing regarding the levy of the proposed assessment within Landscape Maintenance District No. 1 for the Fiscal Year commencing July 1, 2025 and ending June 30, 2026, to pay for the costs and expenses of maintaining and servicing existing and proposed public landscaping and storm drain facilities installed and constructed within public places in the City of Banning, pursuant to the terms and provisions of the "Landscaping and Lighting Act of 1972," being Part 2 of Division 15 of the California Streets and Highways Code. All interested persons were offered the opportunity to hear and be heard regarding protests and objections to the levy and collection of the proposed assessment against lots or parcels of real property within City of Banning, Landscape Maintenance District No. 1. No objections to the levy and collection of the proposed assessments for the Fiscal Year commencing on July 1, 2025 and ending on June 30, 2026, were received by the City Council. The boundaries of the District are located in the City of Banning, County of Riverside, and are shown on Exhibit "A" to this Resolution and on the District Location Map in Section 4 of the Report.

SECTION 3. The City Council hereby orders the operation and maintenance of the existing and proposed public landscape facilities installed and constructed in public places in the City of Banning and hereby confirms the diagram and assessment set forth in the Engineer's Report.

SECTION 4. The assessment is in compliance with the provisions of the "Landscaping and Lighting Act of 1972," being Part 2 of Division 15 of the California Streets and Highways Code and with any applicable provisions of Proposition 218.

SECTION 5. The assessment is levied without regard to property valuation and is Riverside County Property Tax Fund Number 68-2058-FC (Zone 1), 68-0297-FC through 68-0305-FC (Zones Two through Ten) and 68-2066-FC, Zone 11.

SECTION 6. The assessment is levied for the purpose of paying the costs and expenses of maintaining and servicing existing and proposed public landscaping areas installed and constructed in public places in the City of Banning for the Fiscal Year commencing on July 1, 2025 and ending on June 30, 2026.

SECTION 7. The adoption of Resolution 2025-86 constitutes the levy of an assessment for the Fiscal Year commencing on July 1, 2025 and ending on June 30, 2026.

SECTION 8. The operation, maintenance and servicing of public landscaping facilities shall be performed pursuant to law and the County Assessor/Recorder-Auditor of Riverside County shall enter on the County Assessment Roll opposite each lot or parcel of land the amount of the assessment and such assessments shall then be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the assessments shall be paid to the City Treasurer.

SECTION 9. The Administrative Services Director shall deposit all monies representing assessments collected by the County to the credit of a special fund known as Improvement Fund, Landscape Maintenance District No. 1.

SECTION 10. The City Clerk is hereby authorized and directed to file the assessment, or a certified copy of the assessment, with the Riverside County, Assessor's Office, together with a certified copy of Resolution 2025-86 upon its adoption.

SECTION 11. A certified copy of the assessment shall be filed in the Office of the City Clerk, with a duplicate copy on file in the Office of the City Engineer and open for public review.

PASSED, APPROVED AND ADOPTED this 10th day of June, 2025.

Sheri Flynn, Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

John Pinkney, Interim 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 2025-86, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 10th day of June, 2025 by the following vote, to wit:

AYES:

NOES:

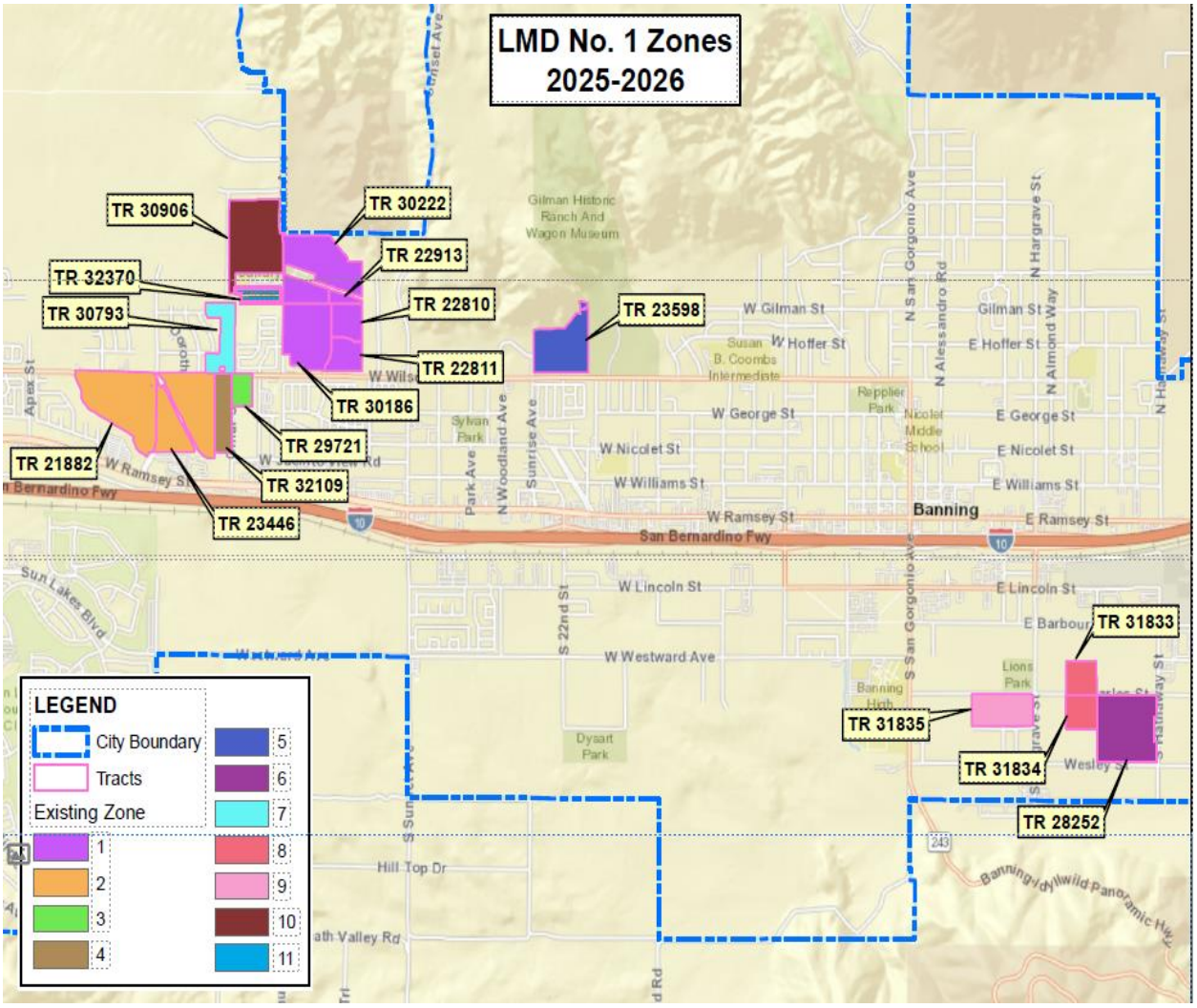
ABSENT:

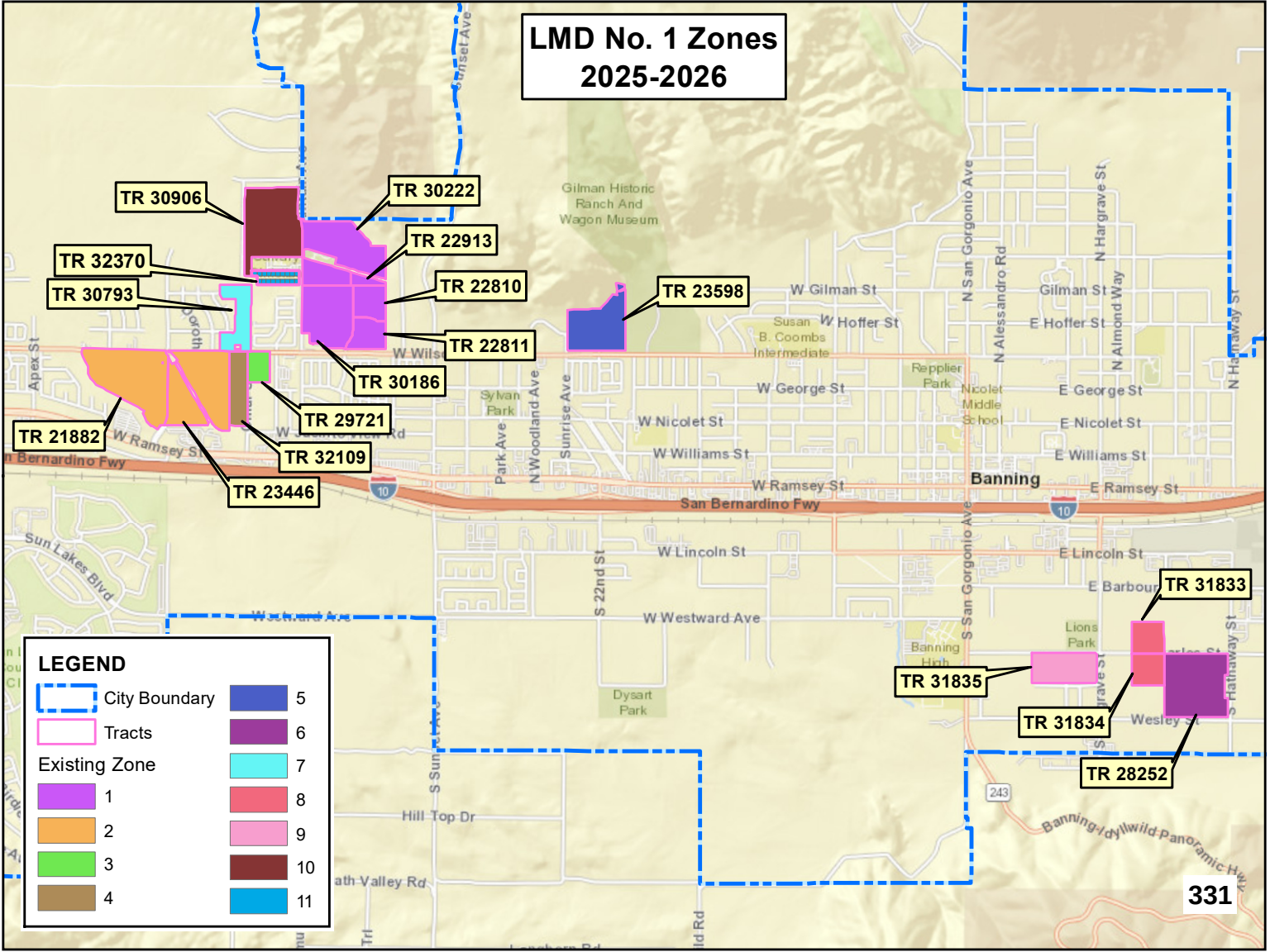
ABSTAIN:

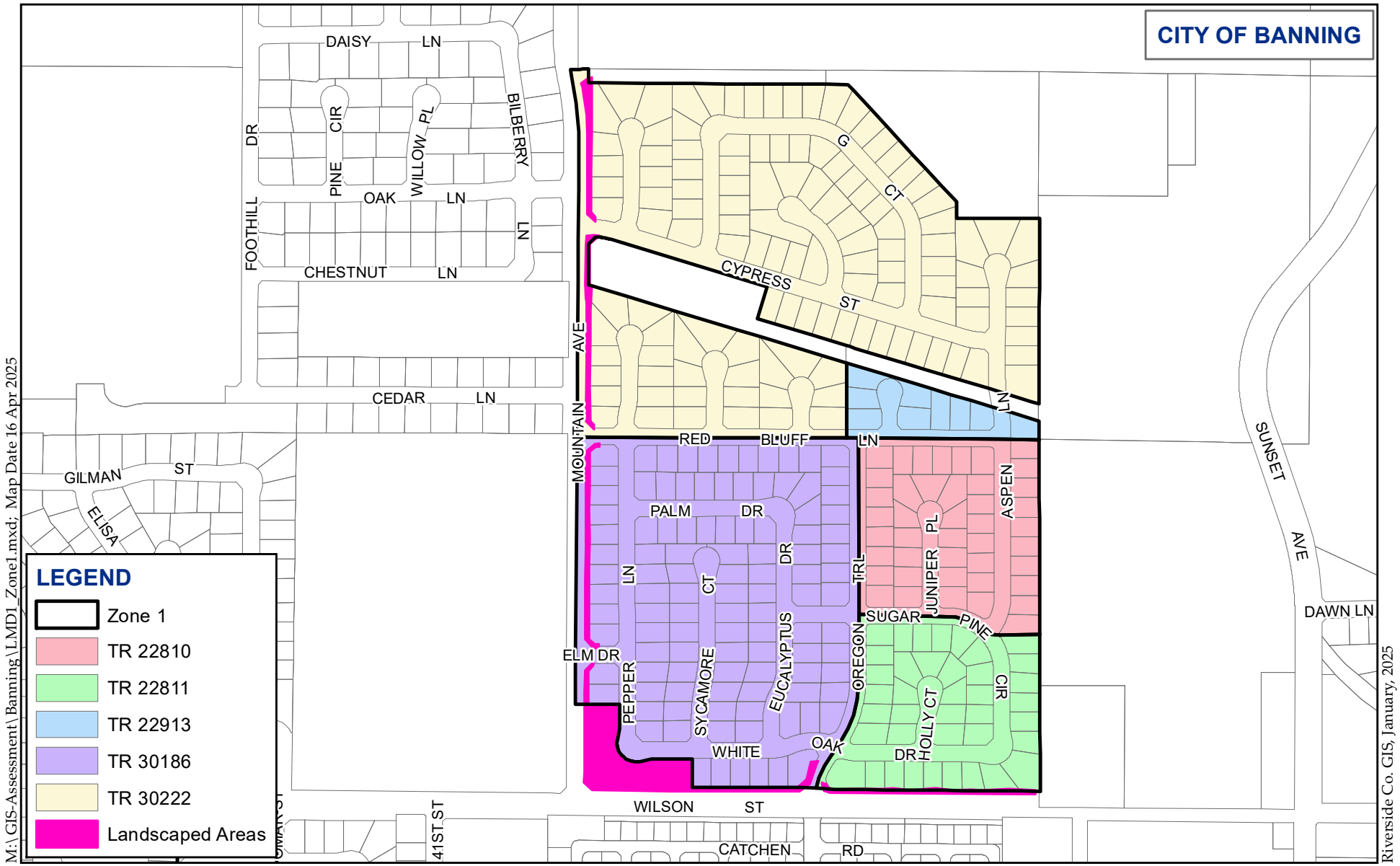
Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A

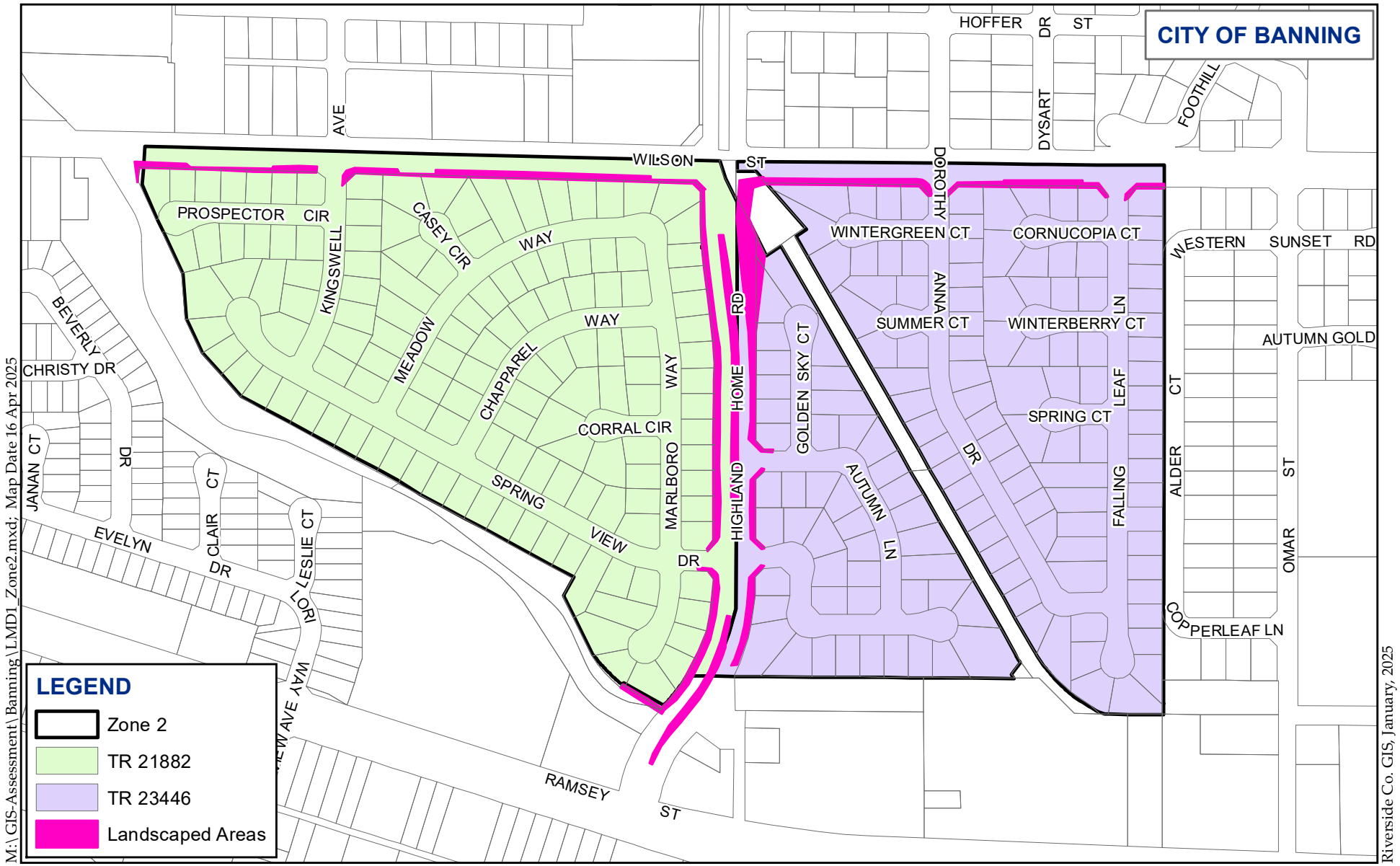
Landscape Maintenance District No. 1 Map




LMD No. 1 Zones
2025-2026
TR 30906
TR 30222
TR 22913
TR 32370
TR 30793
TR 22810
TR 23598
TR 22811
TR 30186
TR 29721
TR 21882
TR 32109
TR 23446
TR 31833
TR 31835
TR 31834
TR 28252
LEGEND
City Boundary
Tracts
Existing Zone
1
2
3
4
5
6
7
8
9
10
11
Gilman Historic Ranch And Wagon Museum
W Gilman St
W Hoffer St
Susan B. Coombs Intermediate
W George St
W Nicolet St
W Williams St
W Ramsey St
Banning
San Bernardino Fwy
W Lincoln St
W Westward Ave
Dysart Park
Sylvan Park
Repplier Park
Nicolet Middle School
Lions Park
Banning Hgth
Wesley St
Hill Top Dr
Banning-Idyllwild Panoramic Hwy
331

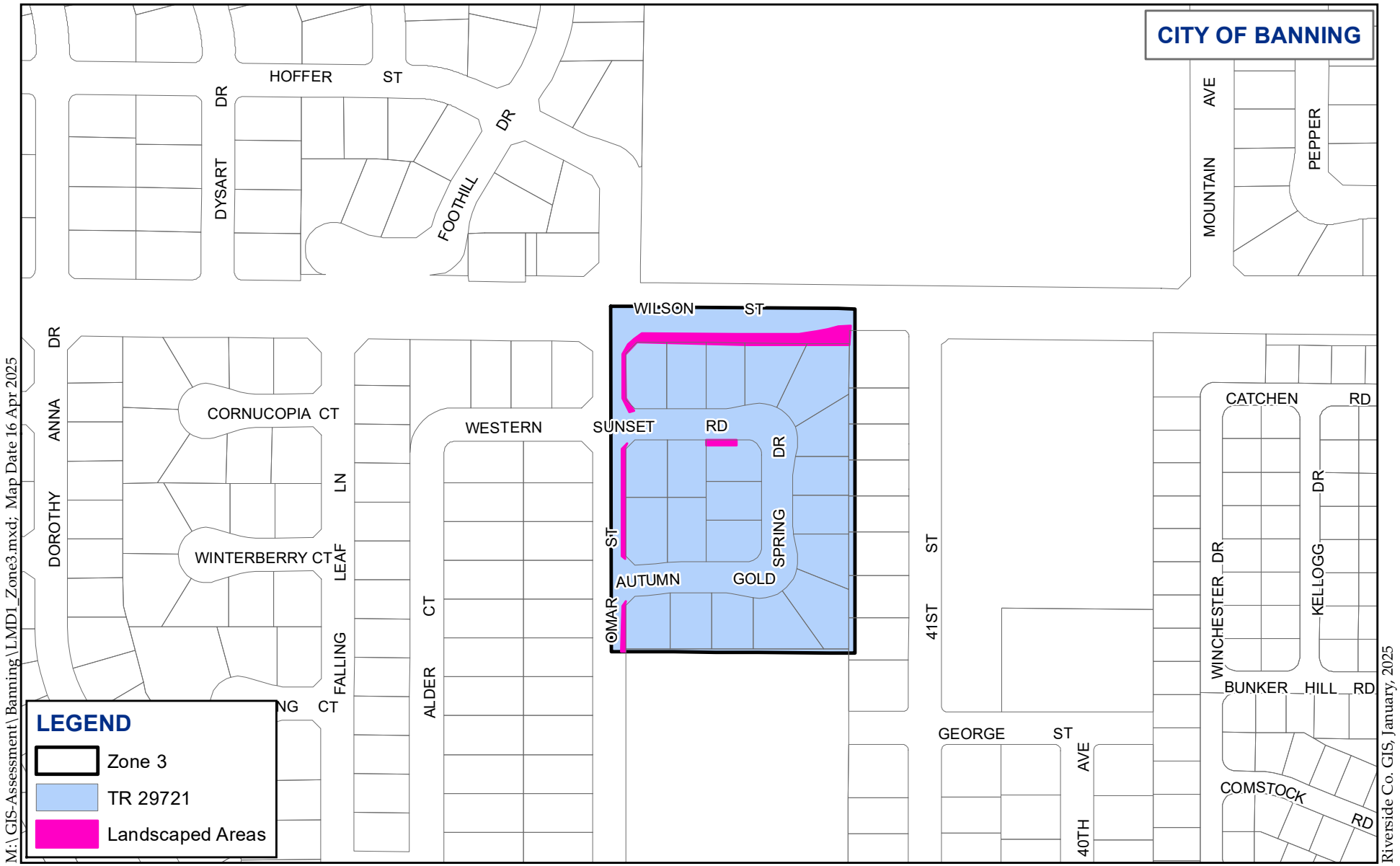


Landscape Maintenance Areas
LMD 1 Zone 1

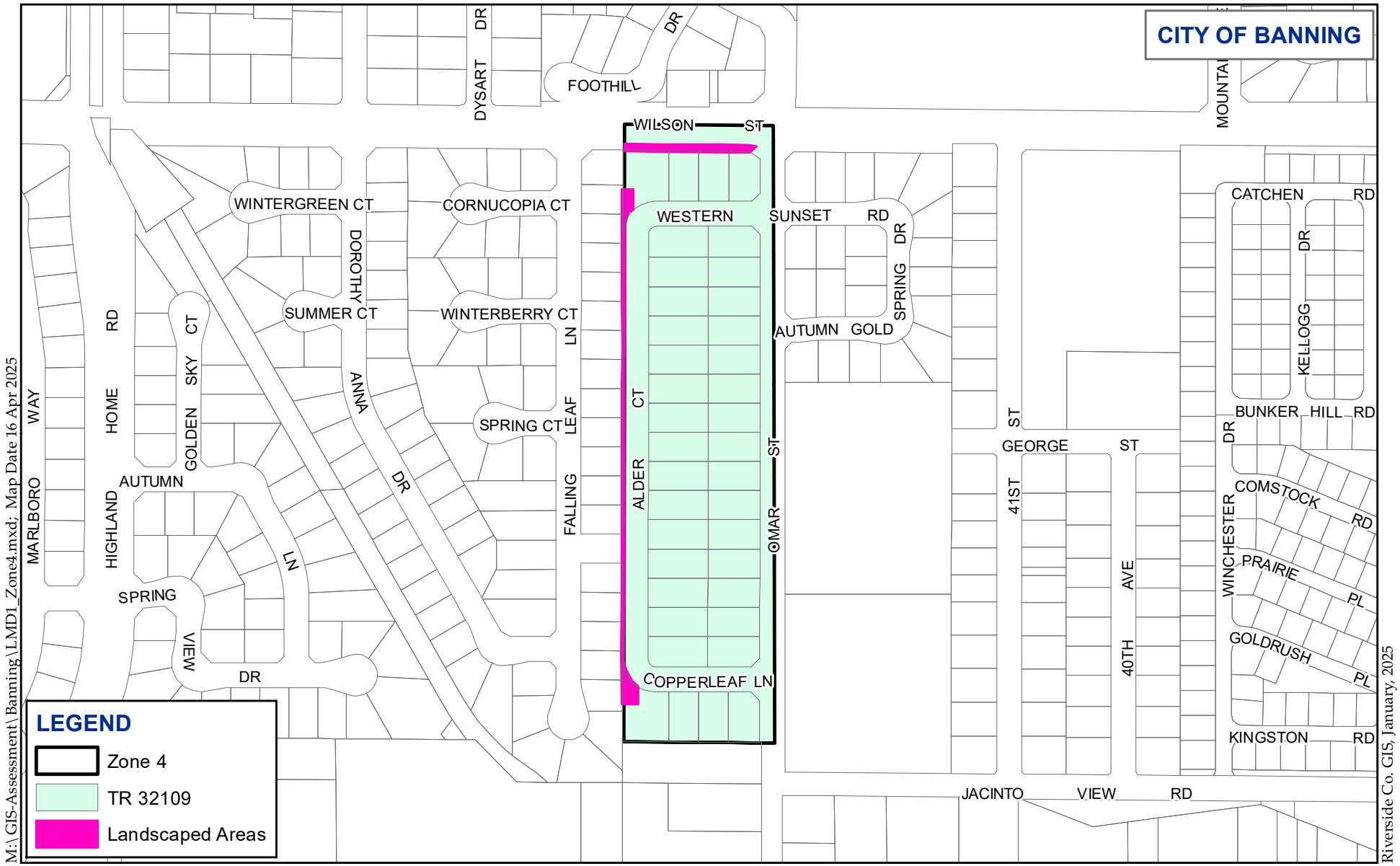


Landscape Maintenance Areas
LMD1 Zone 2

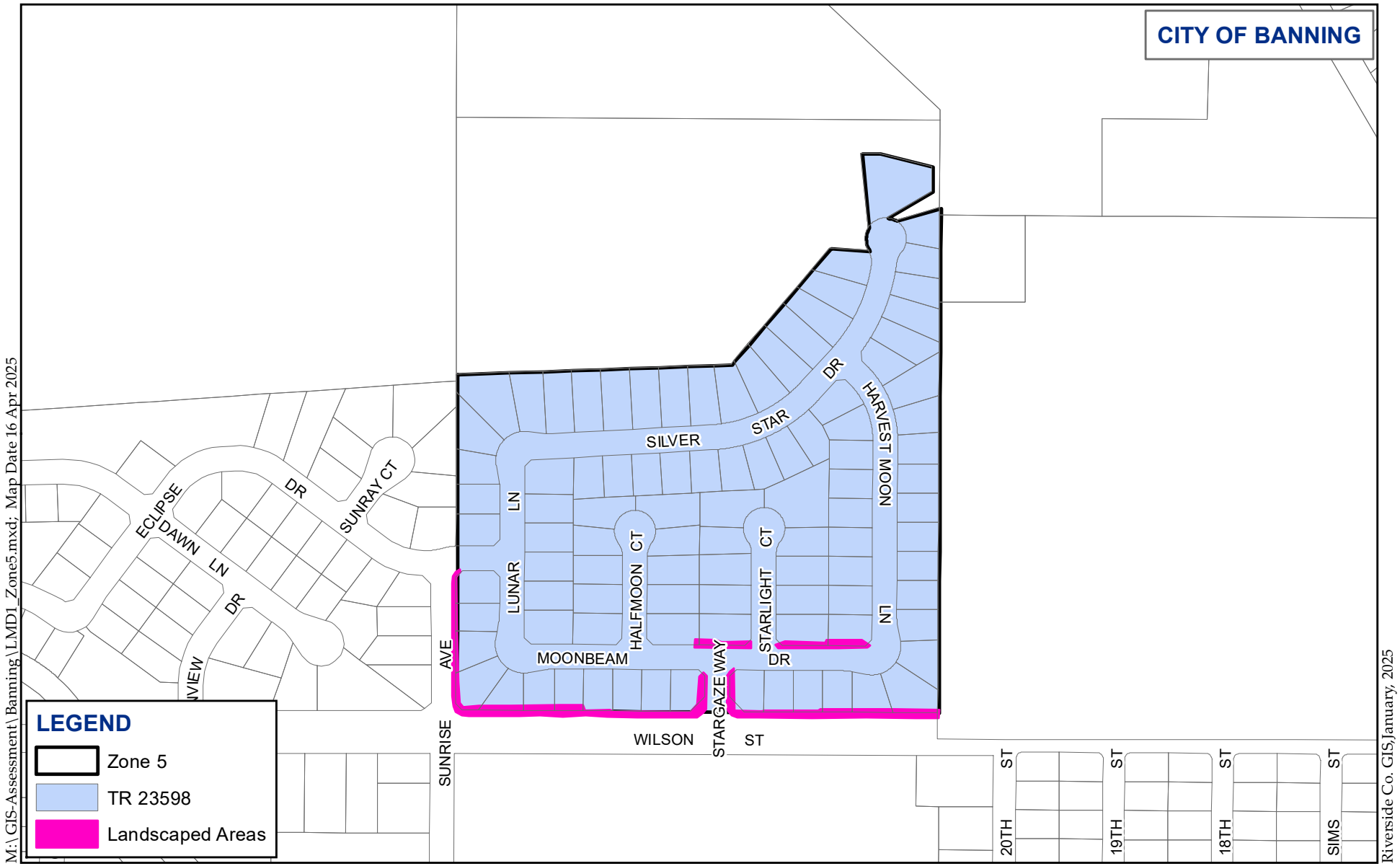
Webb MUNICIPAL FINANCE



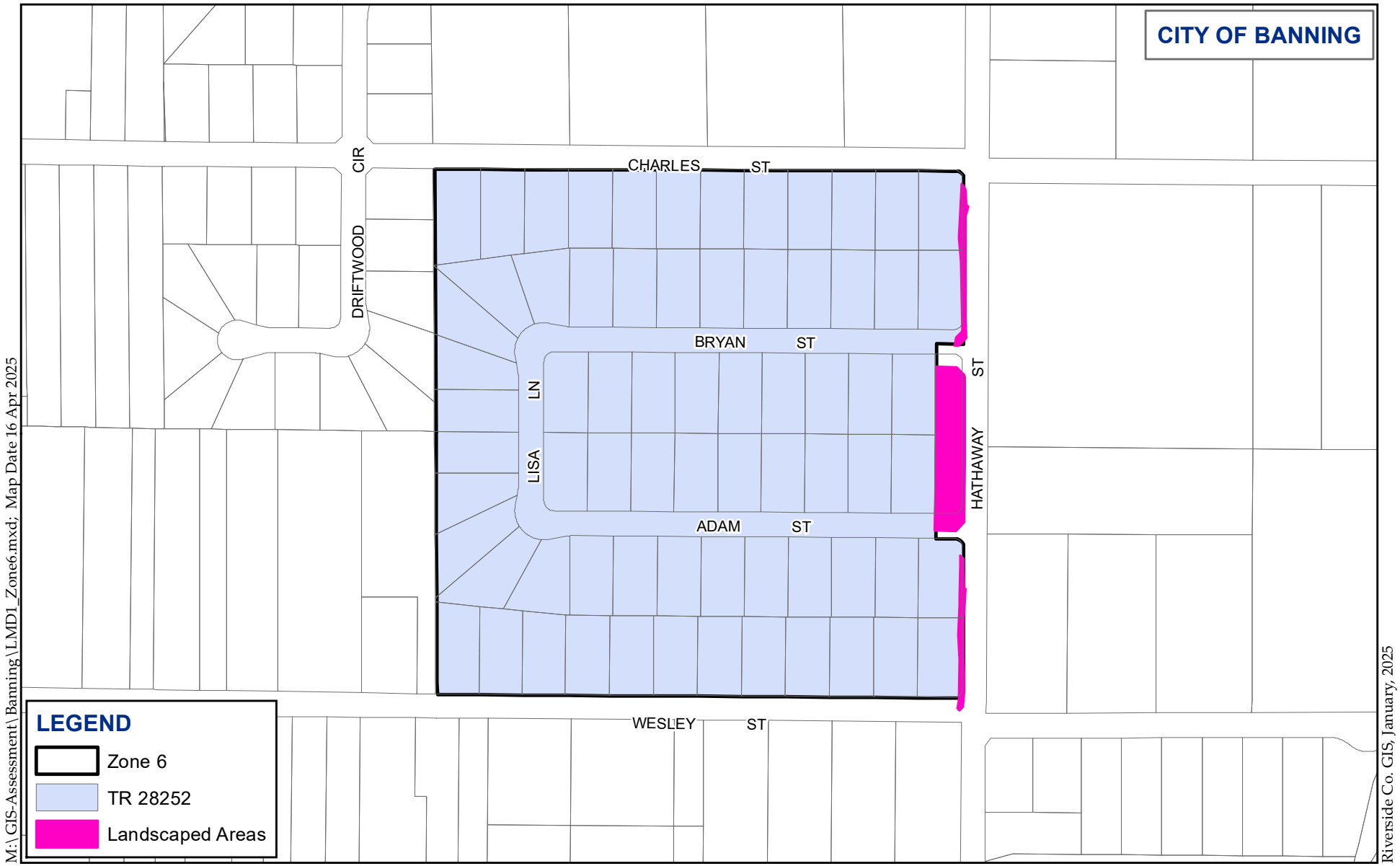
Landscape Maintenance Areas
LMD1 Zone 3



Landscape Maintenance Areas
LMD1 Zone 4

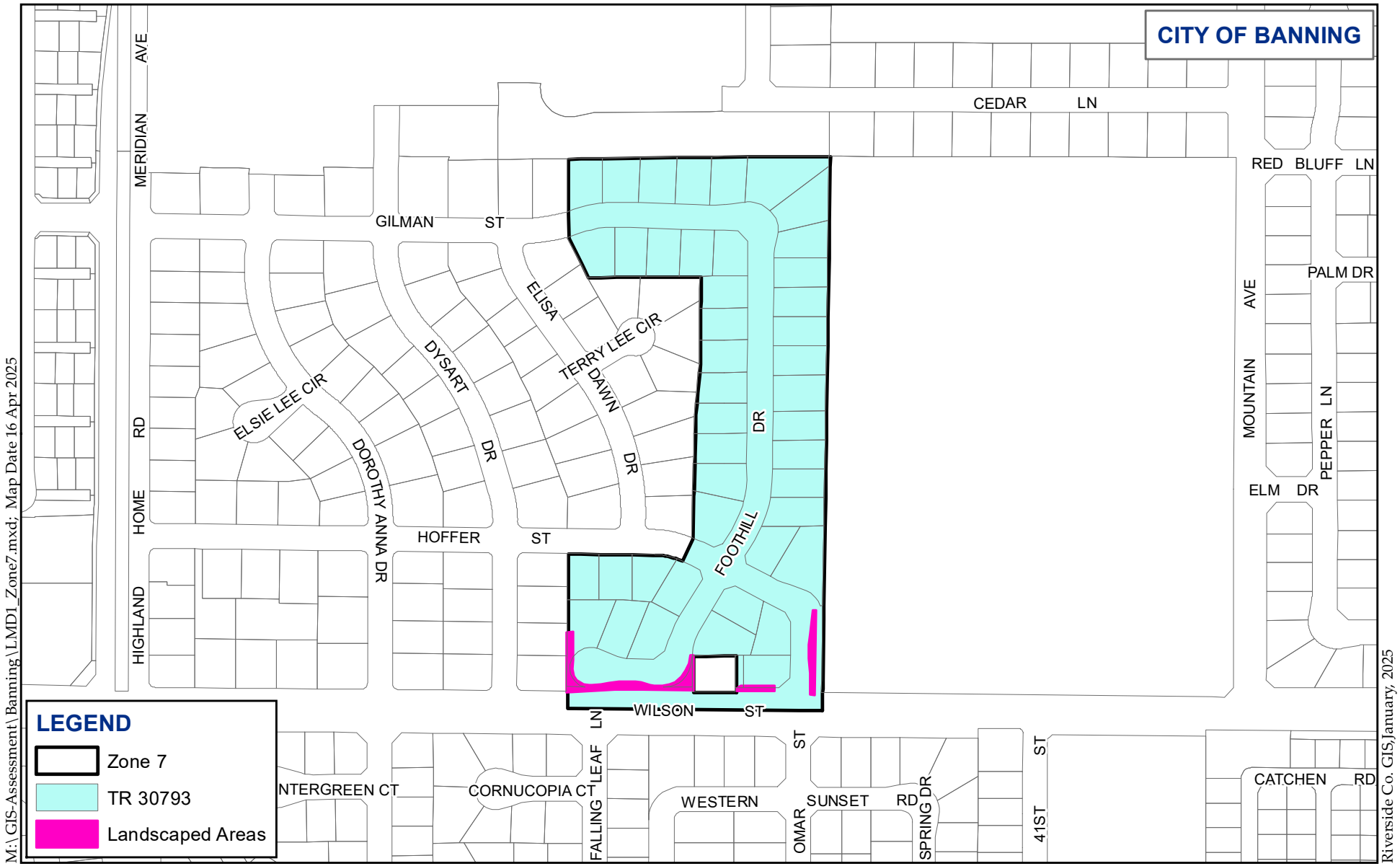


Landscape Maintenance Areas
LMD1 Zone 5

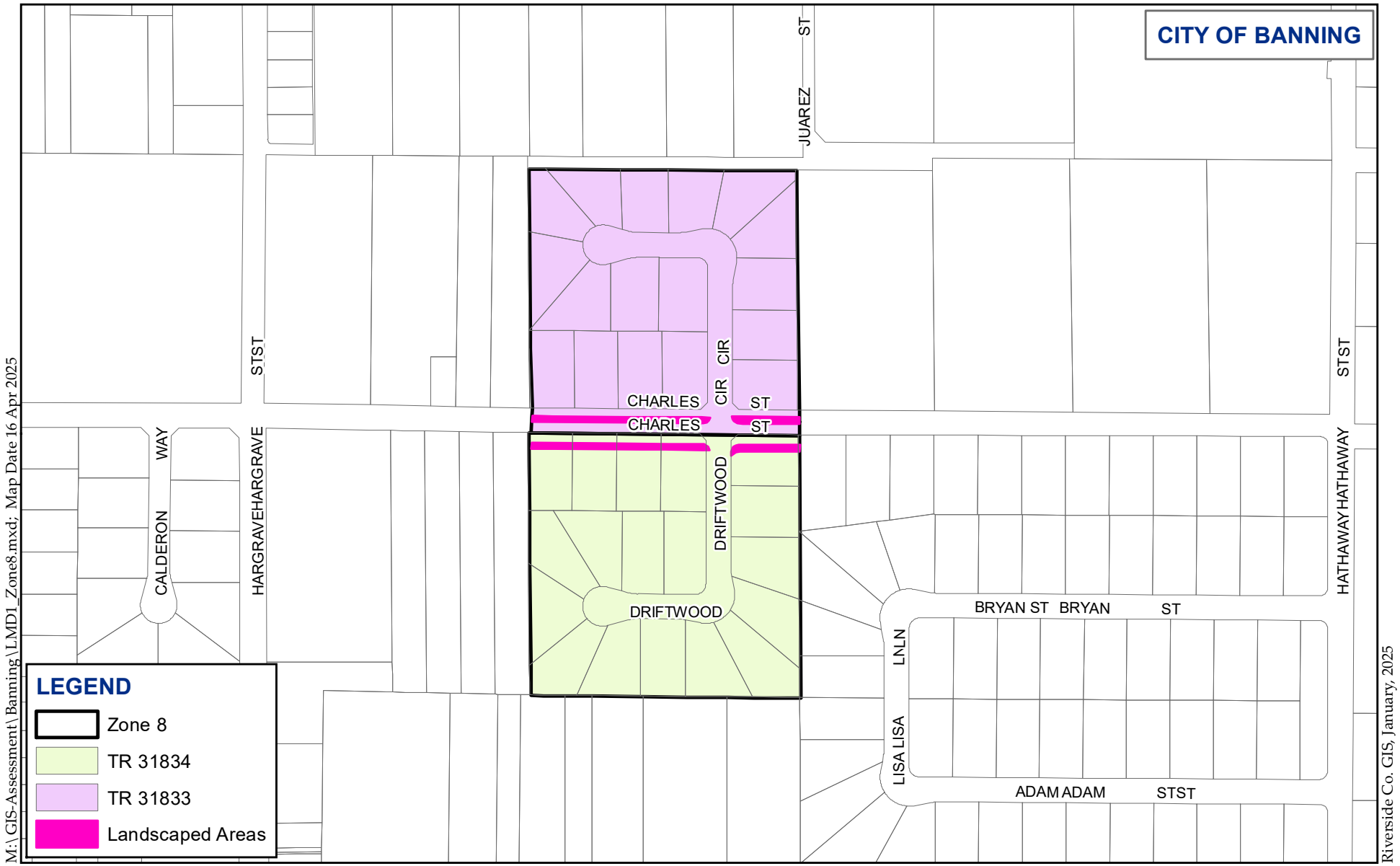


Landscape Maintenance Areas
LMD1 Zone 6

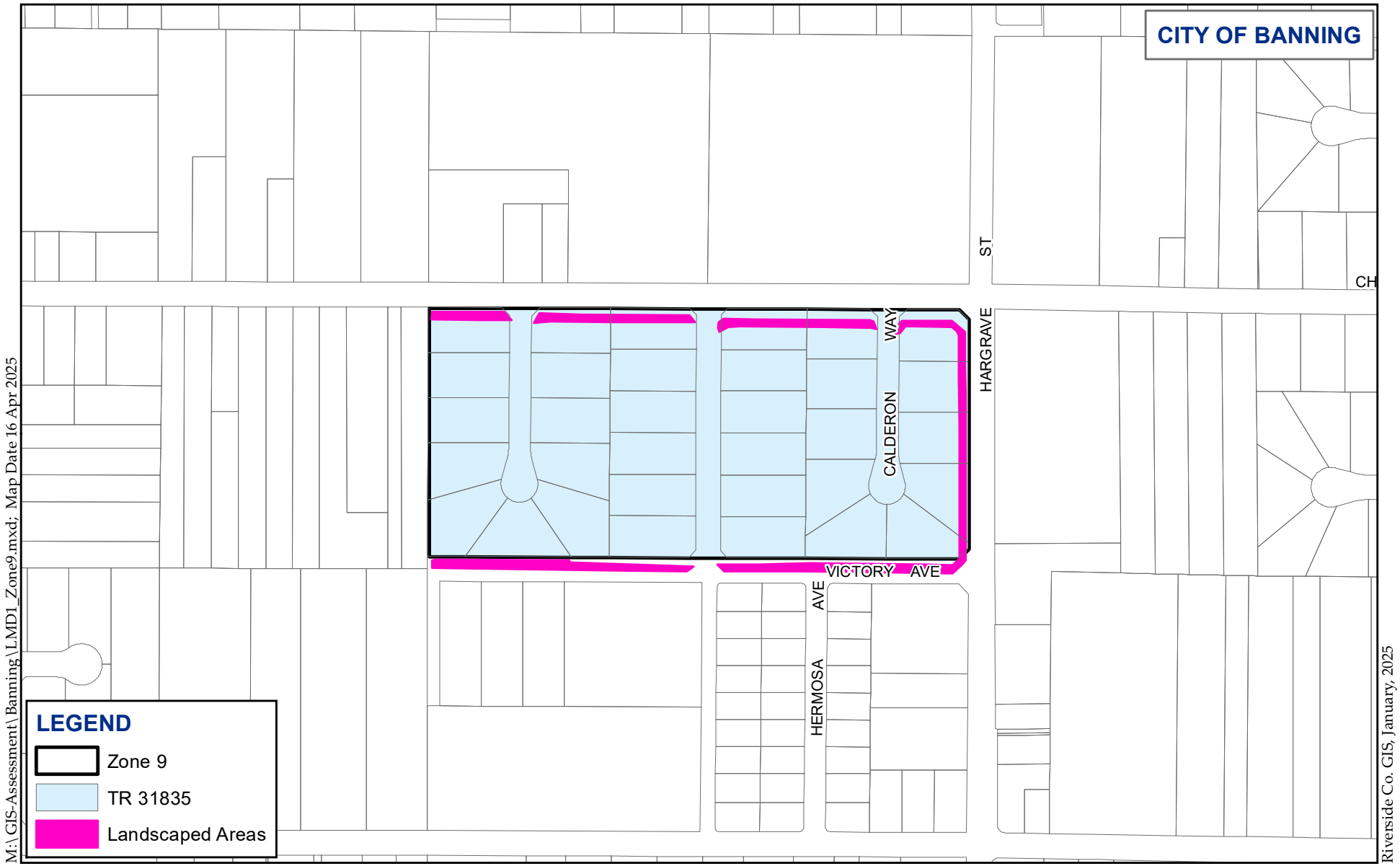
Webb MUNICIPAL FINANCE



Landscape Maintenance Areas
LMD1 Zone 7



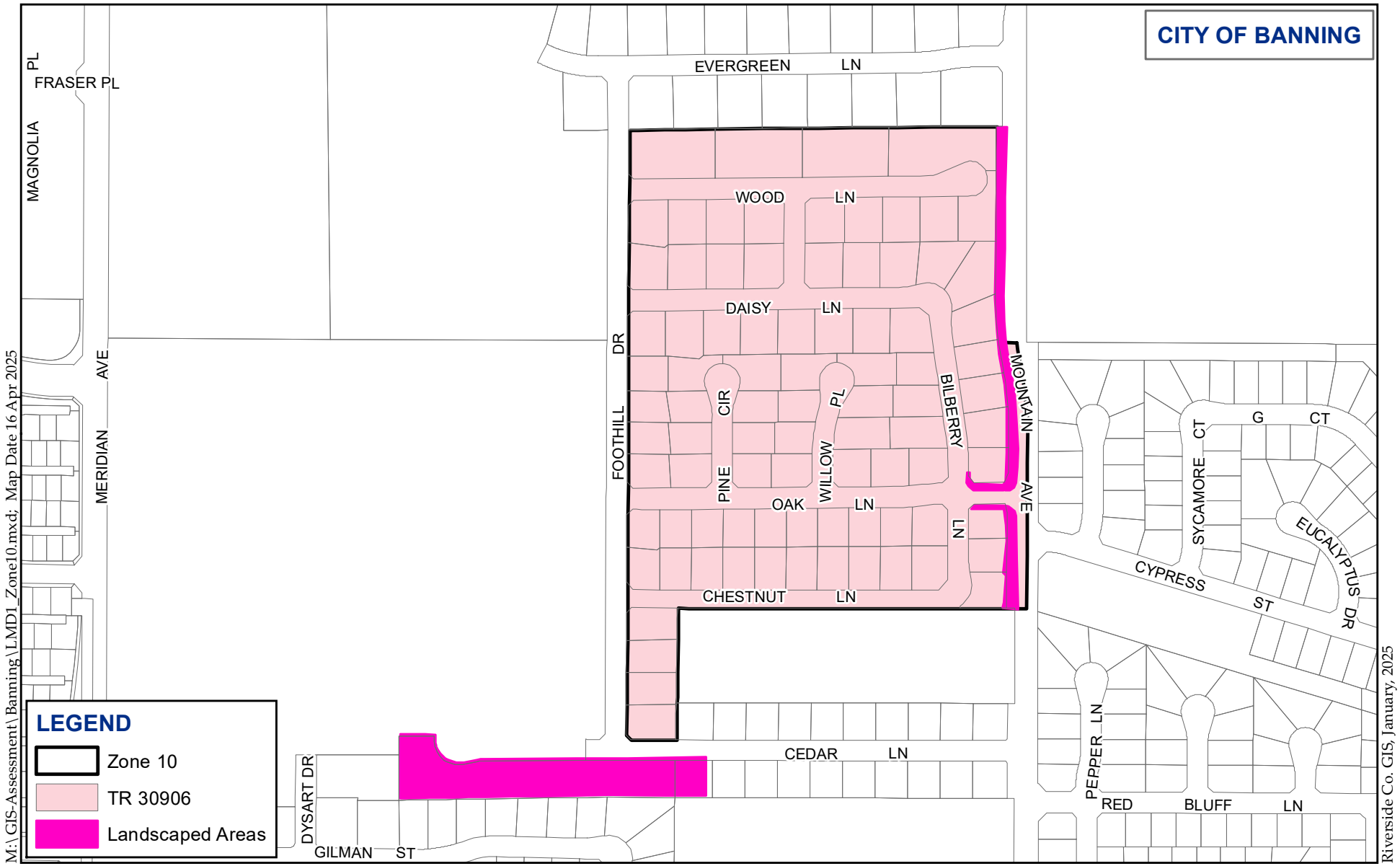
Landscape Maintenance Areas
LMD1 Zone 8



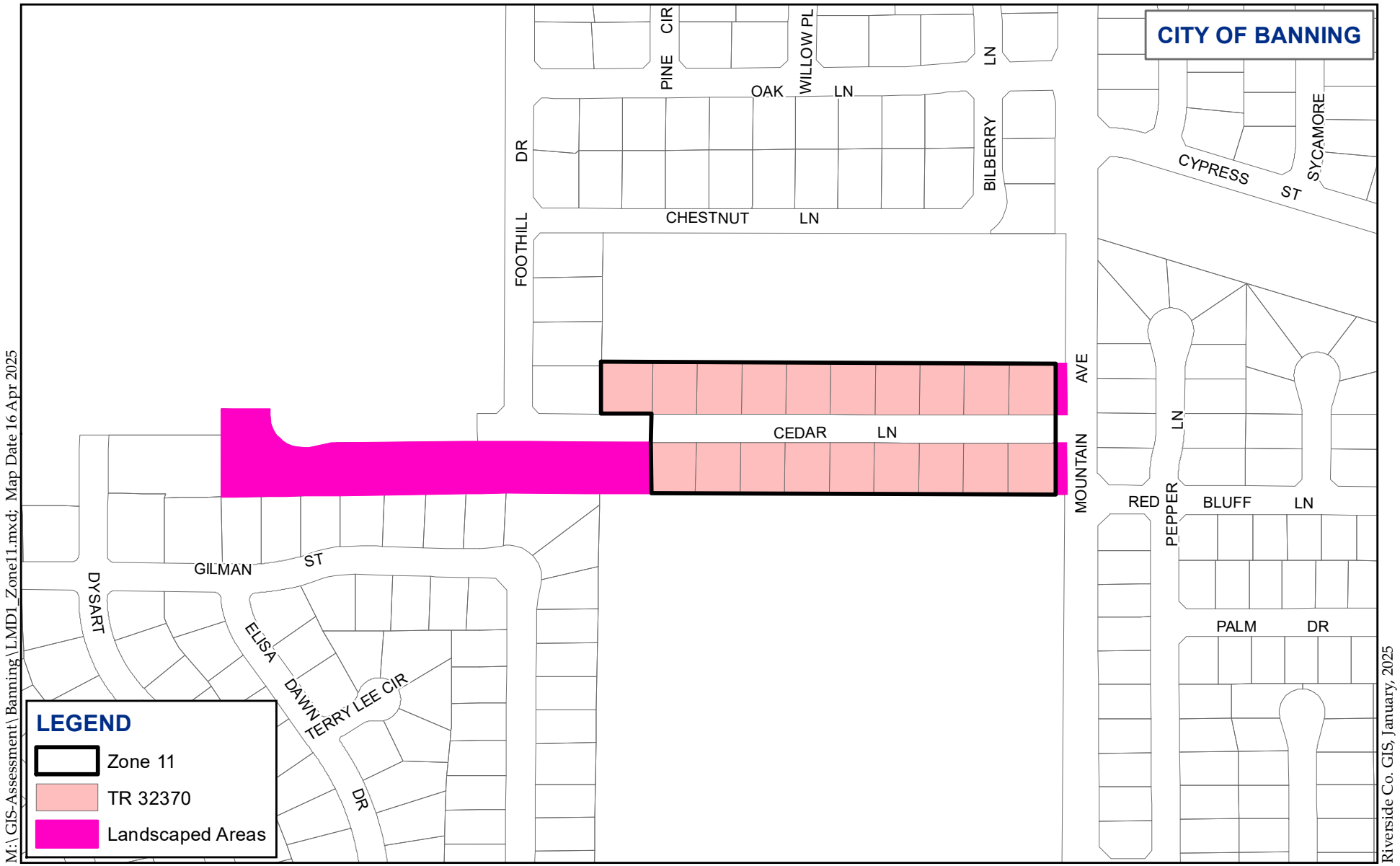
Landscape Maintenance Areas
LMD1 Zone 9

0 250 500 750 1,000 Feet

Webb MUNICIPAL FINANCE



Landscape Maintenance Areas
LMD1 Zone 10



Landscape Maintenance Areas
LMD1 Zone 11

Webb MUNICIPAL FINANCE

ATTACHMENT 3

(Schedule for Updating Landscape Maintenance District No. 1)

Item	Council Meeting
Resolution Initiating Update	March 25, 2025
Resolution of Intention (Approving Engineer's Report)	May 13, 2025
Resolution Confirming Assessment (Public Hearing)	June 10, 2025

ATTACHMENT 5

Landscape Maintenance District No. 1 Tracts/Zones and Assessments for Fiscal Year 2025/2026

Tract No.	No. of AU	Zone	Proposed Cost/AU (FY 2025/26)
22810	43	1	$108.90
22811	39	1	$108.90
22913	9	1	$108.90
30186	107	1	$108.90
30222	121	1	$108.90
21882	134	2	$113.31
23446	138	2	$113.31
29721	21	3	$113.31
32109	38	4	$113.31
23598	97	5	$98.91
28252	70	6	$267.55
30793	43	7	$267.55
31833	17	8	$267.55
31834	18	8	$267.55
31835	33	9	$267.55
30906*	87	10	$267.55
32370	19	11	$415.83
Total	**1,034**		**$161,443.15**

AU= Assessment Unit

CPI of 2.94% applied to 2005 Annexation No. 1 and 2023 Annexation No. 2 Tracts only, Zones 6 -11.

*Tract No. 30906 has a total of 303 AU; therefore, a total of 216 remain.

CITY OF BANNING
NOTICE OF PUBLIC HEARING

May 30, 2025

PURSUANT TO LAW, NOTICE IS HEREBY GIVEN of a Public Hearing before the City Council of the City of Banning, to be held at a regular City Council Meeting on Tuesday, June 10, 2025, at 5:00 p.m. at the Banning Civic Center - Council Chambers, 99 E. Ramsey Street, Banning, California regarding a Resolution, "Confirming a Diagram and the Levy and Collection of Assessments within the City of Banning's Landscape Maintenance District No. 1 for Fiscal Year 2025/26."

ALL INTERESTED PARTIES are invited to attend said hearing and present oral or written testimony on the matter or send their written comments to the City Clerk, P.O. Box 998, Banning, California 92220.

Information regarding the foregoing can be obtained by contacting the Engineering Division of the Public Works Department at the above address or by telephone at 951-922-3130. Data relevant to this matter will be available for public viewing at Banning City Hall, 99 E. Ramsey Street, Banning, California for the period of 10 days prior to the Public Hearing.

If you challenge any decision regarding the above proposal in court, you may be limited to raising only those issues you or someone else raised in written correspondence delivered to the City Clerk at, or prior to, the time the City Council makes its decision on the proposal; or, if a public hearing is held on the proposal, you or someone else must have raised those issues at the public hearing or in written correspondence delivered to the hearing body at, or prior to, the hearing (California Government Code, Section 65009).

BY ORDER OF THE CITY CLERK of the City of Banning, California.

/s/ Caroline Patton, Administrative City Clerk
City of Banning, California

DATED: May 14, 2025
PUBLISH: May 30, 2025
Published
Record Gazette

ATTACHMENT 6

PROJECTED ZONE RESERVE BALANCES

	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9	Zone 10	Zone 11
25/26 Reserve Balance Available	$16,800.94	$36,779.15	$3,164.30	$4,867.49	$9,645.35	$29,614.90	$19,537.06	$10,964.03	$7,858.40	$35,021.88	$12,545.33
25/26 Total Costs	$25,328.37	$28,724.67	$2,825.45	$5,281.01	$10,749.77	$9,024.72	$3,948.80	$6,139.89	$11,826.17	$16,296.39	$4,451.84
25/26 Total Revenue	$34,739.10	$30,820.32	$2,379.51	$4,305.78	$9,594.27	$18,728.50	$11,504.65	$9,364.25	$8,829.15	$23,276.85	$7,900.77
25/26 Rev. – Expenses (Costs)	$9,410.73	$2,095.65	($445.94)	($975.23)	($1,555.50)	$9,703.78	$7,555.85	$3,224.36	($2,997.02)	$6,980.46	$3,448.93
26/27 Reserve Balance	**$26,211.67**	**$38,874.80**	**$2,718.36**	**$3,892.26**	**$8,489.85**	**$39,318.68**	**$27,092.91**	**$14,188.39**	**$4,861.38**	**$42,002.34**	**$15,994.26**

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Robert Fisher, Acting City Manager**
PREPARED BY:	**Nate Smith, Deputy Director of Public Works/City Engineer** **Art Vela, Director of Public Works**
MEETING DATE:	**March 25, 2025**
SUBJECT:	**Consideration of Resolution 2025-38, Initiating Proceedings to Update Landscape Maintenance District No. 1 for Fiscal Year 2025/2026**

RECOMMENDATION:

Adopt Resolution 2025-38.

BACKGROUND:

In accordance with the "Landscaping and Lighting Act of 1972" ("1972 Act") of the Streets and Highways Code, the City Council adopted a resolution on August 14, 1990, ordering the formation of Landscape Maintenance District (LMD) No. 1, ("the District") the boundaries of which are shown in Attachment "2." An additional five tracts and three tentative tracts were annexed (Annexation No. 1) into LMD No. 1 when the City Council approved Resolution No. 2005-36 on May 10, 2005. Tract No. 37320 then joined LMD No. 1 on November 14, 2023 when the City Council approved Resolution No. 2023-177, as Annexation No. 2. The District, by special benefit assessments, provides funding for the servicing and maintenance of certain landscape areas within the City of Banning, all of which are located in the public right-of-way. The 1972 Act requires that assessments are to be levied according to benefit rather than according to assessed value. Adopting this resolution will initiate the proceedings to update the District for Fiscal Year 2025/2026. A tentative schedule for updating the District, as required by the "Landscaping and Lighting Act of 1972," is attached hereto as Attachment "3" for your information.

On February 11, 2025 an update of LMD No. 1 was presented to the City Council, along with options to consider in ensuring the budget within each Zone stays within its' means, which includes required budget cuts. The staff report and presentation are attached as Attachment "4" and the options for the Council's consideration were listed and explained. The direction from the City Council was to research the prospect of removing Richard Sanchez Park from Zone 1 and assigning its operation and maintenance to the Parks Department. Currently, the City Attorney's Office and Engineering Division staff are researching the process to deannex Richard Sanchez Park from the LMD and if feasible, it can be removed from the District when the Engineer's Report for FY 25/26 is brought forward for consideration at the May 13, 2025 City Council meeting.

Additionally, the City Council requested that staff look at the possibility of removing the horse vinyl fencing from the trails within LMD No. 1. The fencing is often vandalized, leading to thousands of dollars of required repairs each year and it appears it is not used as an equestrian trail, as intended.

JUSTIFICATION:

The City Council approved the formation of LMD No. 1 by adopting Resolution No. 1990-59 on August 14, 1990. The adoption of Resolution 2025-38 will enable the City Engineer to prepare the assessments

for Fiscal Year 2025/2026.

FISCAL IMPACT:

None. A detailed estimate will be prepared and forwarded with the Engineer's Report which will be bought before the City Council on May 13, 2025.

ALTERNATIVES:

Do not approve Resolution 2025-38 and provide alternative direction to staff. If this Resolution is not approved, then the assessment of properties within LMD No. 1 for FY 25/26 will not occur, leaving no revenues for the FY 25/26 budget.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Resolution 2025-38, LMD Proceedings.docx
2. LMD No.1 Map of Zones 1 thru 11 Combined.pdf
3. Tentative Schedule for Updating LMD No. 1.pdf
4. February 11, 2025 LMD No. 1 Options Agenda Packet.pdf

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Robert Fisher, Acting City Manager**
PREPARED BY:	**Nate Smith, Deputy Director of Public Works/City Engineer** **Art Vela, Director of Public Works**
MEETING DATE:	**May 13, 2025**
SUBJECT:	**Consideration of Resolution 2025-63, Declaring the Intention to Levy and Collect Assessments for Fiscal Year 2025/2026, Approving the Engineer's Report and Setting the Date for the Public Hearing for Landscape Maintenance District No. 1**

RECOMMENDATION:

Adopt Resolution 2025-63.

BACKGROUND:

LMD No. 1 in the City of Banning was established through the adoption of Resolution 1990-59 on August 14, 1990 (9 tracts), with another, Tract No. 22913, being annexed into the District in 1992. An additional five tracts and three tentative tracts were annexed into LMD No. 1 (Annexation No. 1) when the City Council approved Resolution 2005-36 on May 10, 2005. Annexation No. 2, adding Tract No. 32370, occurred on November 14, 2023 when the City Council approved Resolution No. 2023-177. There are currently eleven (11) Zones and 1,034 assessment units (i.e. properties) in LMD No. 1. A map displaying the District and its' Zones is shown as Attachment 2. On March 25, 2025 the City Council approved Resolution No. 2025-38, initiating proceedings for the fiscal year update of LMD No.1.

LMD No. 1 provides a mechanism for the operation and maintenance of landscape medians and parkways, perimeter strips, landscaped hillsides with high visibility, side slopes adjacent to sidewalks and retention basins annexed into it. LMD No. 1 funds expenses (e.g. utility costs, landscape maintenance contractor, etc.) by revenues collected from the special benefit assessments paid for by each property owner within LMD No. 1. The District, by special benefit assessments, provides funding for the operation and maintenance of certain landscape areas within the City of Banning, all of which were constructed as part of private development projects and all of which are located in the public right-of-way. The 1972 Act requires that assessments are to be levied according to benefit rather than according to assessed value.

Adoption of this Resolution 2025-XX will accomplish three goals for the fiscal year update and renewal of LMD No. 1. First, it provides the resolution of intention to levy and collect assessments; second, it permits the City Council to review and approve the Annual Engineer's Report; and third, it sets the date and time for a public hearing. Subsequent to the approval of this Resolution, the City Council will be requested to confirm the assessments for Fiscal Year 2025/2026.

The Engineer's Report, which provides background on the proposed Assessments, is on file with the City Clerk and is shown as Attachment 3. Upon approval of this resolution, the public hearing will be held at the regularly scheduled City Council meeting on June 10, 2025, at 5:00 p.m., as shown in the attached schedule, Attachment 4. A detailed list of tracts in LMD No. 1 and their respective assessments is

shown as Attachment 5.
For Fiscal Year 2025/2026, the Engineer's Report does reflect a Consumer Price Index (CPI) percentage increase of 2.94% on the assessments over the last fiscal year applied only to those tracts annexed into LMD No.1 (currently six built tracts) in 2005 and 2023 (Tract 32370), at which time, those property owners authorized the CPI adjustment.

The annual assessments may be increased without further notice or public hearing by a percentage equal to the increase in the CPI for all Urban Consumers in the Riverside-San Bernardino-Ontario, CA area, published by the United States Department of Labor, Bureau of Labor Statistics during the preceding calendar year, provided however, that any such increase shall not exceed five percent (5%) per fiscal year.

Due to the revenue shortfall and the lack of funding for replacement projects, the Public Works Department prepared a Request for Proposals in December of 2018 with the intention to hire a consultant with expertise in the Proposition (Prop) 218 process and assessment districts to determine the proper zones and assessment amounts for each tract and the basis of assessments; assist in holding a Prop 218 balloting proceeding and public hearing; determine the estimated budget for the next 20 years; prepare necessary reports; and perform community outreach. In essence, a complete overhaul of LMD No. 1 was to be explored, including the potential restructuring of the Zones and assessments.

A professional services contract was awarded to Webb Municipal Finance, LLC at the April 9, 2019 City Council meeting. They analyzed the existing LMD No. 1 structure, prepared a financial analysis, and determined the proper zones and assessment amounts for each tract in order to assure the LMD No.1 is operated with a balanced budget. On January 14, 2020, the City Council approved the Financial Analysis, Redevelopment, and Proposition 218 Report ("Financial Report") prepared by Webb Municipal Finance, LLC. The consultant prepared a detailed analysis and budget for all the existing tracts within LMD No. 1 and recommended that it be rezoned in a manner that allows each tract to pay only for benefits that it is receiving. Thus, ten (10) new Zones were developed to better reflect each tract's unique expenses and revenues and benefits bestowed to its' property owners residing within the Zone, as shown in Attachment 2, the LMD No.1 map. Zone No. 11 was annexed into the LMD No. 1 on November 14, 2023, and is comprised of Tract No. 32370, known as Canterbury.

Additionally, the Financial Report analyzed the LMD No. 1 budget and recommended changes including some increases to the Assessment Units to ensure revenues were sufficient to support the rising expenditures. A Prop 218 hearing was recommended in the Financial Report to change the Assessments needed to balance the budget. Webb Municipal Finance, LLC prepared a "Proposition 218" Engineer's Report that presented the new escalated Assessment Unit rates for each Zone reflected on the Proposition 218 notice and ballot for each Zone. A Prop 218 public hearing was held on December 8, 2020 with the results tabulated showing a "No" vote for each of the ten Zones. Thus, the Assessment Unit rate remained unchanged, equal to the rate in the Annual Engineer's Report recommended to be approved as part of this resolution, with no increases despite rising costs. The exception are Zones six through ten whose tracts were annexed into LMD No.1 in 2005, at which time, those property owners authorized the annual CPI adjustment.

Since the Prop 218 public hearing held on December 8, 2020, certain operational adjustments (i.e. maintenance contract scope reduction and reduction in watering) have been made to reduce costs.

Beginning this FY 25/26, the Parks Department will maintain Richard Sanchez Park and trail since the general benefit to the public outweighs the special benefit bestowed to the residents within Zone 1. The Park and trail are deemed to provide a citywide benefit and thus will be maintained by the City. Zone 1 has an operational deficit that will be cured with the removal of the Park and trail. At the March 25, 2025 City Council meeting, the Council requested that the vinyl fencing along the equestrian trail in Zone 9 be removed as it is often vandalized. Due to the lack of use of its intended purpose and costly repairs due to vandalism, the vinyl fence portion of the equestrian trail shall be physically removed and deleted from

future maintenance obligations. Zone 9 has a deficit of about $3,000 in FY 24/25, removing this fencing will save funds that were previously spent on repairs.
The Annual Engineer's Report requested to be approved as part of Resolution 2025-XX lists the Assessment Unit (AU) rates and costs to be levied to the property owners within LMD No. 1 for FY 2025/2026.

After the landscape maintenance contract for the LMD is finalized for FY25/26, City staff can begin to evaluate the fiscal health in each zone. If the zones have positive revenues, then City staff can plan for improvement projects, grow reserve balances for improvement projects, or increase the maintenance level of services within the zone budgets.

JUSTIFICATION:

The City Council approved the formation of Landscape Maintenance District (LMD) No. 1 by adopting Resolution No. 1990-59 on August 14, 1990. The adoption of this Resolution will enable the assessments to be collected from the property owners located within LMD No. 1 to provide for the funding required to maintain landscape areas located within the public right-of-way directly benefiting said property owners.

FISCAL IMPACT:

Based on the proposed assessments in the Engineer's Report, the estimated revenues for Fiscal Year 2025/2026 for LMD No. 1 will be approximately $161,443.15, with the 2.94% CPI increase applied to the existing tracts annexed into LMD No. 1 in 2005 and 2023, respectively: Tracts 28252, 30793, 31833, 31834, 31835 and 30906, Zones six through ten and Tract 32370, Zone 11 of Annexation No. 2. If approved, the annual assessment for a single-family dwelling in Zones six through ten would increase from the current rate of $259.91 to $267.55 and in Zone 11, from $403.95 to $415.83.
The estimated expenses for FY 25/26 are $124,597.08 (based on FY 2024/2025 actual costs), a surplus of approximately $36,846.07 for the overall District.

City staff worked to reduce the administrative costs that were assessed to the LMD in previous years to reduce the overall financial burden on each of the zones. This benefited the individual zones, freeing up revenues collected to rebuild diminished reserves, and to allow for future improvement projects in some zones.

Attachment 6 identifies funding reserve balances in each zone. Some of the zones (Zones 3,4, 5 and 9) do not have sufficient reserves to cover the projected expenses in future years; therefore, a further reduction in maintenance services is imminent to reduce costs.

ALTERNATIVES:

Do not adopt Resolution 2025-63 and provide alternative direction to staff. If this Resolution is not approved, the City cannot levy the assessment on the property owners with the District and there would be no funds to pay for the operation and maintenance of LMD No. 1.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Resolution 2025-63, LMD No 1 Engineers.docx
2. Att. 1 LMD No.1 Map of Zones 1 through 11.pdf
3. Att. 2 Engineer's Report FY 2025 2026 (unsigned).pdf
4. Att. 3- Tentative Schedule for Updating LMD No. 1.pdf

5. Att. 4 LMD No. 1 Tracts, Zones and Assessments for FY 25-26.pdf
6. Att. 5 Zone Funding.pdf
7. Att. 6 Reso. 2025-38, 3.25.25 CC Meeting.pdf

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Robert Fisher, Acting City Manager**
PREPARED BY:	**Caroline Patton, Administrative City Clerk** **Marisol Lopez, Economic Development Manager**
MEETING DATE:	**June 10, 2025**
SUBJECT:	**Consideration of Introduction and First Reading of Ordinance 1608, Amending Chapter 5.40 of the Banning Municipal Code Concerning Film Permits and Regulations**

RECOMMENDATION:

Introduce and conduct first reading of Ordinance 1608.

BACKGROUND:

The City of Banning has an existing film ordinance which hadn't been updated since 1965; it was therefore necessary to update and modify the ordinance to reflect the latest changes in the industry which include the rise of streaming services, the impact of technology such as drones, the internet and social media.

In December 2024, city staff reached out to the California Film Commission to review the draft ordinance. On January 15, 2025, the Film Commission responded with comments and suggestions (attached). Staff have reviewed these comments and incorporated many of them into the final draft ordinance.

JUSTIFICATION:

As the internet and social media have made it possible to produce and consume content from anywhere in the world, the City of Banning is not only updating its ordinance to reflect the changes in the entertainment industry but will work to create a strategic plan that will attract content producers from traditional mainstream production companies to direct streaming companies.

Agencies that include the California Film Commission, the Inland Empire Film Services, and various industry professionals provided insight to the revised ordinance as we look to streamline the film permitting process, in addition insurance requirement changes have been modified to reflect the current environment and designated coverage.

FISCAL IMPACT:

The fiscal impact of the proposed ordinance update will cover areas of production that are not currently covered in the existing ordinance circa 1965 but addresses the ability to capture additional revenues through permitting newly integrated technologies and methods for film production that have been introduced over the past 60 years. The City's ability to streamline the permitting process will certainly add a competitive edge to attracting new production and will lay the foundation for the implementation of a successful strategic marketing plan.

ALTERNATIVES:

Do not introduce the Ordinance and provide staff alternate direction.

BUDGETED?:
No

CONTRACT/AGREEMENT:
No

ATTACHMENTS:
1. Ordinance No. 1608, Film Ordinance
2. 2025 01 15_Film Commission Comments.pdf
3. Affidavit of Pre-Adoption Summary Publishing

ORDINANCE 1608

AN ORDINANCE OF THE CITY OF BANNING, CALIFORNIA, AMENDING CHAPTER 5.40 OF THE BANNING MUNICIPAL CODE CONCERNING FILM PERMITS AND REGULATIONS

The City Council of the City of Banning does hereby ordain as follows:

SECTION 1. Findings and Purpose.

A. The Uniform Film Permit Act (Gov. Code, § 1499.20 *et seq.*) authorizes cities and counties to adopt ordinances or other regulations governing the issuance of film permits to engage in the use of property for occasional commercial filming.

B. Section 14999.21(b) of the Uniform Film Act provides that at least 30 days prior to an amendment to the written filming policy of a local government, the local government shall submit a draft of the amendment to the Executive Director of the California Film Commission ("Commission"). The Commission must review drafts submitted to it and report its findings to the local government within five working days of receipt of the draft. The local legislative body must consider the Commission's findings prior to final adoption of the amendment, unless the Commission's findings are not available within the above prescribed time limits. Any and all findings made by the Commission are advisory to local government.

C. On December 13, 2024, the City submitted a copy of the proposed draft amendments to Chapter 5.40 ("Motion Picture, Television and Photographic Production Permits") of Title 5 ("Business Licenses and Regulations") of the Banning Municipal Code ("BMC") to the office of Colleen Bell, Executive Director of the California Film Commission.

D. By letter dated January 15, 2025, the Commission submitted advisory findings to the City on the proposed amendments to BMC Chapter 5.40, which the City Council considered prior to adoption of this Ordinance.

E. Section 14999.21(b) of the Uniform Film Act provides that each local government must provide the Commission with a copy of its adopted filming amendments.

SECTION 2. Chapter 5.40 of Title 5 of the Banning Municipal Code is hereby amended in its entirety to read as follows:

"**Chapter 5.40 - MOTION PICTURE, TELEVISION, AND PHOTOGRAPHIC PRODUCTION PERMITS**

5.40.010 - Title.

This chapter shall be known as the "Motion Pictures, Television and Photographic Production Ordinance" of the City of Banning.

5.40.020 - Purpose and intent.

This chapter establishes administrative rules and regulations for the review and issuance of filming permits involving motion picture, television, and photographic production in the city. The

intent of this chapter is to facilitate and regulate the time, place, and manner of such filming activity while protecting the residents and property owners from the adverse impacts of filming activities.

5.40.030 - Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

City film permit. A permit issued by the city to allow the activities associated with filming activity, including the production, filming or videotaping of motion picture and television shows, programs, commercials and still photography.

City film permit coordinator. The director of community and economic development, or their designee.

Filming activity. All activity attendant to staging or shooting commercial motion pictures, television shows or programs, long form web-based media, commercials and the taking of single or multiple photographs for sale or commercial use involving a cast and crew of ten or more individuals where the photographer sets up stationary equipment in any one location for longer than five consecutive minutes. Filming activity also includes filming of commercial radio station promotional events. Filming activities include the following definitions:

A. Motion pictures. Audiovisual works consisting of a series of related images which, when shown in succession, impart an impression of motion, together with accompanying sounds, if any.

B. Television Shows. A series of episodes aired on television or an app-based streaming service, typically following a specific storyline or theme for broadcast or syndication. Television for the purposes of this chapter means an electronic system of transmitting transient images of fixed or moving objects together with sound over a wire or through space by apparatus that converts light and sound into electrical waves and reconverts them into visible light rays and audible sound

C. Programs. A presentation or item on television, radio, or an app-based streaming service, especially one broadcast airing regularly between stated times (i.e. nature program). Radio for the purposes of this chapter means the use of electromagnetic waves for the wireless transmission of electric impulses into which sound is converted.

D. Commercials. An advertisement played on television, radio, or an app-based streaming service.

E. Still photography. A photograph that is not a video, movie, or moving image.

Filming location. Filming location means the actual property or properties that any filming activity for commercial motion picture or still photographic production is performed.

News media. The photographing, filming or videotaping for the purpose of spontaneous, unplanned reporting of news events concerning those persons, scenes or occurrences which are in the news and of public interest by reporters, photographers or camera operator in the employ of a newspaper, television station, news service, or similar entity.

Preparation. Preparation (“prep”) means workdays preceding filming activities. These activities may include set construction, or dressing, painting, landscaping or rigging for stunts and special effects.

Private production. The filming or videotaping of motion pictures or taking of still photographs solely for private use.

Wrap/Strike (Project completion). The work at a filming location that includes the removal of equipment at the end of filming activities. These activities may include, but are not limited to, set removal, re-painting, re-landscaping, and unrigging from stunts and special effects.

Studio filming. A legally established commercial motion picture, television show, commercials, programs, or still photography place of business where filming activity, whether motion pictures, television shows, commercials, programs, or still photography, are regularly conducted inside a studio or on a stage located on the premises.

Student films. Motion pictures, television shows, or still photography that are produced to satisfy a course or curriculum requirement at an educational institution are student films. The student film maker must supply proof that they are currently enrolled in an educational institution. Proof may include documentation from an educational institution that indicates the student is covered by their liability insurance, and given permission to film a project beyond the boundaries of the campus.

5.40.040 - Permit required.

No person shall use any public or private property, building, facility, or residence for the purpose of filming activity, including producing or making motion pictures, television shows, programs, commercials, or still photography without first receiving a city film permit from the city film permit coordinator pursuant to the provisions of this chapter.

5.40.050 - Permit exemptions.

The provisions of this chapter shall not apply to the following:

A. News media;

B. Private production; and

C. Studio filming.

5.40.060 - Permit application.

An applicant must provide the following information:

A. Full legal name of applicant;

B. Business or educational institution name of applicant (if different);

C. Business or educational institution address of applicant;

D. Telephone number of applicant;

E. Location(s) of proposed filming or taping;

F. Date(s) and time(s) of proposed filming or taping;

G. Lists which include the approximate number of cast, crew, and production vehicles;

H. Services of city employees desired or required on location during filming;

I. A brief description of the type of production to be made;

J. Name of person in charge on location;

K. Such other information that includes impacts to the community at or around the filming location including but not limited to traffic control, use of public sidewalks, noise disturbances, use of pyrotechnics, large crowd scenes, etc.; and

L. A statement acknowledging that the applicant shall have a copy of its permit on site at all times during filming.

5.40.070 - Permit applications and issuance.

A. City film permit application. Any person desiring a city film permit under the provisions of this chapter shall submit to the city film permit coordinator the following:

1. A complete application for a city film permit on a form provided by the city. The form must be signed by the applicant and accompanied by all required fees, deposits, indemnification agreement, and the insurance certificate required by this chapter and the city's administrative rules and regulations before the city film permit coordinator may process the city film permit application. An applicant must submit a complete application, in person, at least two working days prior to the date of the filming activity for which the permit is required. If such activity interferes with traffic, including road closures, or involves potential public safety hazards, such as stunts, pyrotechnics or special effects, the applicant shall submit the application at least five working days prior to the date of the filming activity for which the permit is required.

2. Notification of all businesses and residents within 200 feet of the filming activity is suggested.

    a. An applicant will be required to submit a city film permit request at least two working days prior to the date on which such person desires to conduct filming activity for which a permit is required, unless closure of a public street is involved in which case minimum notification time shall be one week.

3. City film permit fee as established by city council resolution and other applicable deposits as described in Section 5.40.080.

4. Evidence of insurance as required in Section 5.40.140.

5. A fully executed indemnification agreement, on a form approved by the city attorney, as required in Section 5.40.140.

6. If determined to be necessary by the city film permit coordinator, written evidence of permits and/or conditions with other public agencies as may be required upon submission of an application for a city film permit. The requirements of these responsible agencies shall be the requirements of this permit. Examples of such agencies include, without limitation, the state highway patrol, the county sheriff's department, the Federal Aviation Administration, city fire protection district, and the bureau of land management.

7. Any other information as required by the city's administrative rules and regulations.

8. An applicant shall obtain the property owner's permission, consent, and/or lease for use of property.

B. City film permit issuance.

1. The city film permit coordinator shall be responsible for the issuance of city film permits under this chapter, when, from a consideration of the application and from such other information as may be otherwise obtained, they find that:

   a. The conduct of such activity will not unduly interfere with traffic or pedestrian movement or endanger public safety and that no streets will be completely closed to traffic for an unreasonable period of time;

   b. The conduct of such activity will not unduly interfere with normal governmental or city operations, threaten to result in damage or detriment to public property, or result in the city incurring costs or expenditures in either money or personnel not reimbursed in advance by the applicant; and

   c. At the determination of the city's public works department, the city police department, the city fire protection district, and the city engineer, as required, that the condition of such activity will not constitute a fire hazard or any other type of hazard and all proper safety precautions will be taken as determined by the department's director, or their designee.

2. The city film permit coordinator may impose any conditions found necessary to protect the public's health, safety, and welfare. The permittee shall comply with any conditions or restrictions the city may impose as a condition to issue a city film permit. No changes to such conditions shall be made without first obtaining the city film permit coordinator's prior written approval. Failure to comply with the terms and conditions of a city film permit shall be grounds for permit revocation by the city film permit coordinator.

3. Following issuance of a city film permit, the permittee must notify residents within a two hundred-foot radius of the location of the proposed filming activity by distributing a fully completed filming location notification form, including the production company's contact information, at least forty-eight hours prior to the first day of filming activity. Residential notification is not required for still photographic productions with cast and crew of less than ten people. An extended radius of five-hundred feet for any major special effects, stunts or pyrotechnics will be required.

4. The decision of the city film permit coordinator to issue, conditionally issue, or not issue a city film permit shall be final unless appealed pursuant to Section 5.40.160.

5. A film permit shall be issued for the number of days requested.

6. An applicant shall comply with all conditions or restrictions of the permit.

5.40.080 - Permit fees and deposits; costs.

Each application for a city film permit shall be accompanied by:

A. A security deposit, in an amount established by city council resolution, to ensure cleanup and restoration of the site of the filming activity. The deposit, in full or part thereof, may be returned to the permittee upon completion of filming activity and inspection of the site by the city.

B. A city film permit fee in an amount established by resolution of the city council to reimburse the city for staff time required to evaluate the application and establish conditions of approval and to monitor the filming activity.

C. The city film permit fee and the security deposit shall not apply to or affect:

1. City produced or city-sponsored government or educational access productions;

2. Student films; and

3. Productions by charitable organizations that have been issued 501(c)(3) status by the Internal Revenue Service and are in good standing.

D. If deemed necessary by the city film permit coordinator, additional police personnel, code enforcement personnel, a film monitor and/or other city services shall be provided for the purpose of protecting, assisting, and regulating the proposed filming activity, at a cost billed to the permittee. The cost of providing such additional services shall be paid in advance to the city by the permittee. Should the filming surpass the permitted time, with approval of an officer, the permittee will be billed for overages for the city personnel's time. Additional city services will be provided and coordinated through the city film permit coordinator.

E. A permittee shall conduct operations including preparation and project completion in a time frame as agreed by the city and permittee. The area used shall be cleaned of trash and debris upon completion of shooting at the scene and restored to the original condition before leaving the site. The city may require a faithful performance bond or refundable security deposit to ensure cleanup and restoration of the site after inspection. The bond or security deposit shall be returned to the applicant within thirty days.

5.40.090- Public right-of-way.

Temporary "NO PARKING" signs shall be posted by the city., All parking of equipment or cars on public streets, stringing cable on sidewalks or from generator to service point, sidewalk shots,

driving scenes shall require signage indicating such activities are taking place and shall be posted by the city.

5.40.100 - Traffic control.

For filming that would impair traffic flow, a permittee shall coordinate traffic control with the police department and, if deemed necessary by the city film permit coordinator, the California Highway Patrol and/or county sheriff, and shall comply with all traffic control requirements deemed necessary by the city permit film coordinator.

A. The permittee shall furnish and install advance warning signs and any other traffic control devices in conformance with the Manual of Traffic Control, State of California, Department of Transportation, and take all appropriate safety precautions.

B. Traffic may be restricted or stopped intermittently upon the city's authorization and under the city's direction.

C. The permittee shall not detour traffic across a road with double lines without the city's prior approval.

D. Unless otherwise authorized by the city, the permittee shall not drive camera cars (or cause camera cars to be driven) against the flow of oncoming traffic and shall observe all traffic laws.

E. Any emergency road work or construction by city, county crews, and/or private contractors, under permit or contract to the city shall have priority over filming activities.

5.40.110 - Special restrictions.

The permittee shall perform all external filming activities between the hours of 10:00 P.M. and 6:00 A.M. without undue noise and nuisance, unless otherwise approved by the city film permit coordinator with sufficient notice informing residents of the filming activity. Production companies will be mandated to comply with any relevant state/local law or regulations related to vehicles, road closures, and/or traffic.

5.40.120 - Administrative rules and regulations.

The city film permit coordinator is authorized and directed to promulgate administrative rules and regulations, subject to approval by resolution of the city council, governing the time, place and manner of any filming activity, included in this chapter, within the city. The administrative rules and regulations shall be based upon the criteria set forth in this chapter.

5.40.130 - Insurance and liability.

All applicants for a city film permit shall submit the following with a completed application for a city film permit:

A. Liability insurance. If filming activity will be conducted on public property, a certificate of insurance shall be submitted to the city film permit coordinator evidencing the following:

1. General liability with limits no less than as stipulated by the city;

2. Auto liability with limits no less than as stipulated by the city;

3. Workers' compensation coverage as required by law; and

4. Employer's liability with limits no less than as stipulated by the city.

The general liability and auto liability policies shall name the city, its officers, employees, agents, and volunteers as additional insured to protect the city against any liability, or claims of liability related to or resulting from film production in the city. Such policies shall be provided by an insured permitted to do business in the state with an AM Best rating of at least A:VII or a Standard & Poor's Rating (if rated) of at least BBB, unless specific approval for a lower rating has been granted by the City. The certificate shall not be subject to cancellation or modification until after thirty days' written notice to the city. Such insurance shall be evidenced by the standard general liability special endorsement form mandated by the state film commission, which will remain on file with the city's risk manager. When filming in a flood control channel, the Riverside Flood Control and Water Conservation District shall be named as an additional insured. The certificate Holder must be the "City of Banning" and the Certificate Holder's address must be the address of the respective department.

B. Indemnification agreement. The applicant must submit with its application for a city film permit an indemnification agreement, on a form approved by the city attorney, in which the applicant agrees to defend, indemnify, and hold harmless the city, its officers, agents, employees and volunteers from all claims and liability arising from the filming activity or issuance of the city film permit.

C. An endorsement to each policy shall be added stating that such policy shall not be cancelled by either party or reduced in coverage except after thirty (30) days prior written notice to City and that the policy shall apply on a primary noncontributing basis in relation to any insurance or self-insurance, primary or excess, maintained by or available to the City or any official, employee or agent of City.

5.40.140 - Revocation and suspension of a city film permit.

A. The city film permit coordinator may revoke city film permits for the following reasons:

1. Misrepresentation on the city film permit application, including, without limitation, the type or manner of film production, the location of filming activity, or the parameters or the need for stunts or special effects.

2. Any violations of this code, state or federal law, and/or the city's administrative rules and regulations for filming activity.

3. Any violation of the conditions imposed on a conditionally approved city film permit.

B. The city police department and the city fire protection district are authorized to suspend any filming activity not authorized by the necessary permit or when permit conditions are violated or where the city's filming rules and regulations, laws, or ordinances are

violated. A written notice of suspension shall be provided to the permittee and the city film permit coordinator within twenty-four hours of the suspension.

C. The decision of the city film permit coordinator to revoke a city film permit shall be final unless appealed pursuant to Section 5.40.160.

D. No acts of lewd conduct etc. will be allowed to be filmed or photographed in any public setting within city jurisdiction.

5.40.150 - Enforcement of violations.

A. Notwithstanding any other provision of this code to the contrary, any person who causes, permits, or suffers a violation of any provision of this chapter, or who fails to comply with any obligation or requirement of this chapter, is guilty of a misdemeanor violation punishable in accordance with Chapters 1.24 and 1.28 and is also subject to administrative citations in accordance with Chapter 1.20.

B. Each person shall be guilty of a separate offense for each day, or part thereof, during which a violation of this chapter, or of any law or regulation referenced herein, is allowed, committed, continued, maintained or permitted by such person, and shall be punishable accordingly.

C. This chapter does not exclusively regulate filming activity in the city, and the remedies provided in this chapter are in addition to other applicable remedies and penalties authorized by the Banning Municipal Code, or by the laws of the state or of the United States.

5.40.160 - Appeal procedures.

The decision of the city film permit coordinator to issue, conditionally issue, not issue, or revoke a city film permit may be appealed in writing to the city manager within five working days of the decision. The appeal must include copies of all pertinent material necessary to support the permittee's position on appeal. Any actions of the city manager shall be final."

SECTION 3. The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of Banning's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 4. The City Council directs the City Clerk to submit a certified copy of this Ordinance to the California Film Commission.

SECTION 5. This Ordinance will become effective on the thirty-first (31st) day following its passage and adoption.

PASSED, APPROVED AND ADOPTED this __th day of ____, 2025.

Sheri Flynn, Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

John Pinkney, Interim 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 Ordinance 1608 was duly introduced at a regular meeting of the City Council of the City of Banning, held on the 10th day of June, 2025, and was duly adopted at a regular meeting of said City Council on the 24th day of June, 2025, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

Caroline Patton

From: Leo Fialho <Leo.Fialho@film.ca.gov>
Sent: Wednesday, January 15, 2025 4:16 PM
To: Caroline Patton
Cc: Laura Baptista
Subject: RE: City of Banning Draft Film Ordinance
Attachments: Guidelines-for-Best-Practices.pdf; CFC-Model-Film-Ordinance.pdf; City of Banning_Ordinance No. 160X_Film Ordinance.docx

Follow Up Flag: Follow up
Flag Status: Flagged

Hello Caroline,

Karla Sayles is no longer with the CFC, however before she left, she asked me to review your film ordinance. Apologies for not getting it back in a timely manner. I have attached here with our comments for your consideration. Attached as well is both our Model Filming Ordinance and the Guidelines for Best Practices in Film Regulations and Policies.

If you have any questions, please feel free to get in touch with me directly.

Thank you,

Leo Fialho (he/him)
Permit Manager
California Film Commission
7080 Hollywood Blvd Suite 900
Hollywood CA 90028
leo.fialho@film.ca.gov
323.742.2870 (direct) 323.817.4105 (work)

CALIFORNIA
Film Commission

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ORDINANCE 16__

AN ORDINANCE OF THE CITY OF BANNING, CALIFORNIA, AMENDING CHAPTER 5.40 OF THE BANNING MUNICIPAL CODE CONCERNING FILM PERMITS AND REGULATIONS

The City Council of the City of Banning does hereby ordain as follows:

SECTION 1. Findings and Purpose.

A. The Uniform Film Permit Act (Gov. Code, § 1499.20 *et seq.*) authorizes cities and counties to adopt ordinances or other regulations governing the issuance of film permits to engage in the use of property for occasional commercial filming.
B. Section 14999.21(b) of the Uniform Film Act provides that at least 30 days prior to an amendment to the written filming policy of a local government, the local government shall submit a draft of the amendment to the Executive Director of the California Film Commission ("Commission"). The Commission must review drafts submitted to it and report its findings to the local government within five working days of receipt of the draft. The local legislative body must consider the Commission's findings prior to final adoption of the amendment, unless the Commission's findings are not available within the above prescribed time limits. Any and all findings made by the Commission are advisory to local government.
C. On December __, 2024, the City submitted a copy of the proposed draft amendments to Chapter 5.40 ("Motion Picture, Television and Photographic Production Permits") of Title 5 ("Business Licenses and Regulations") of the Banning Municipal Code ("BMC") to the office of Colleen Bell, Executive Director of the California Film Commission.
D. By letter dated [month] [day], 2024, the Commission submitted advisory findings to the City on the proposed amendments to BMC Chapter 5.40, which the City Council considered prior to adoption of this Ordinance.
E. Section 14999.21(b) of the Uniform Film Act provides that each local government must provide the Commission with a copy of its adopted filming amendments.

SECTION 2. Chapter 5.40 of Title 5 of the Banning Municipal Code is hereby amended in its entirety to read as follows:

"**Chapter 5.40 - MOTION PICTURE, TELEVISION, AND PHOTOGRAPHIC PRODUCTION PERMITS**

5.40.010 - Title.

This chapter shall be known as the "Motion Pictures, Television and Photographic Production Ordinance" of the City of Banning.

5.40.020 - Purpose and intent.

This chapter establishes administrative rules and regulations for the review and issuance of filming permits involving motion picture, television, and photographic production in the city. The intent of this chapter is to facilitate and regulate the time, place, and manner of such filming activity while protecting the residents and property owners from the adverse impacts of filming activities.

5.40.030 - Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

City film permit. A permit issued by the city to allow the activities associated with filming activity, including the production, filming or videotaping of motion picture and television shows, programs, commercials and still photography.

City film permit coordinator. The director of community and economic development, or their designee.

Filming activity. All activity attendant to staging or shooting commercial motion pictures, television shows or programs, long form web-based media, commercials and the taking of single or multiple photographs for sale or commercial use involving a cast and crew of ten or more individuals where the photographer sets up stationary equipment in any one location for longer than five consecutive minutes. Filming activity also includes filming of commercial radio station promotional events. Filming activities include the following definitions:

A. Motion pictures. Audiovisual works consisting of a series of related images which, when shown in succession, impart an impression of motion, together with accompanying sounds, if any.

B. Television Shows. A series of episodes aired on television or an app-based streaming service, typically following a specific storyline or theme for broadcast or syndication. Television for the purposes of this chapter means an electronic system of transmitting transient images of fixed or moving objects together with sound over a wire or through space by apparatus that converts light and sound into electrical waves and reconverts them into visible light rays and audible sound

C. Programs. A presentation or item on television, radio, or an app-based streaming service, especially one broadcast airing regularly between stated times (i.e. nature program). Radio for the purposes of this chapter means the use of electromagnetic waves for the wireless transmission of electric impulses into which sound is converted.

D. Commercials. An advertisement played on television, radio, or an app-based streaming service.

E. Still photography. A photograph that is not a video, movie, or moving image.

Filming location. Filming location means the actual property or properties that any filming activity for commercial motion picture or still photographic production is performed.

News media. The photographing, filming or videotaping for the purpose of spontaneous, unplanned reporting of news events concerning those persons, scenes or occurrences which are in the news and of public interest by reporters, photographers or camera operator in the employ of a newspaper, television station, news service, or similar entity.

Preparation. Preparation (“prep”) means workdays preceding filming activities. These activities may include set construction, or dressing, painting, landscaping or rigging for stunts and special effects.

Private production. The filming or videotaping of motion pictures or taking of still photographs solely for private use.

Project completion. The work at a filming location that includes the removal of equipment at the end of filming activities. These activities may include, but are not limited to, set removal, re-painting, re-landscaping, and unrigging from stunts and special effects.

Studio filming. A legally established commercial motion picture, television show, commercials, programs, or still photography place of business where filming activity, whether motion pictures, television shows, commercials, programs, or still photography, are regularly conducted inside a studio or on a stage located on the premises.

Student films. Motion pictures, television shows, or still photography that are produced to satisfy a course or curriculum requirement at an educational institution are student films. The student film maker must supply proof that they are currently enrolled in an educational institution. Proof may include documentation from an educational institution that indicates the student is covered by their liability insurance, and given permission to film a project beyond the boundaries of the campus.

5.40.040 - Permit required.

No person shall use any public or private property, building, facility, or residence for the purpose of filming activity, including producing or making motion pictures, television shows, programs, commercials, or still photography without first receiving a city film permit from the city film permit coordinator pursuant to the provisions of this chapter.

5.40.050 - Permit exemptions.

The provisions of this chapter shall not apply to the following:

A. News media;

B. Private production; and

C. Studio filming.

5.40.060 - Permit application.

An applicant must provide the following information:

A. Full legal name of applicant;

B. Business or educational institution name of applicant (if different);

C. Business or educational institution address of applicant;

D. Telephone number of applicant;

E. Location(s) of proposed filming or taping;

F. Date(s) and time(s) of proposed filming or taping;

G. Lists which include the approximate number of cast, crew, and production vehicles;

H. Services of city employees desired or required on location during filming;

I. A brief description of the type of film to be made;

J. Name of person in charge on location;

K. Such other information as deemed reasonably necessary by the city; and

L. A statement acknowledging that the applicant shall have a copy of its permit on site at all times during filming.

5.40.070 - Permit applications and issuance.

A. City film permit application. Any person desiring a city film permit under the provisions of this chapter shall submit to the city film permit coordinator the following:

1. A complete application for a city film permit on a form provided by the city. The form must be signed by the applicant and accompanied by all required fees, deposits, indemnification agreement, and the insurance certificate required by this chapter and the city's administrative rules and regulations before the city film permit coordinator may process the city film permit application. An applicant must submit a complete application, in person, at least two working days prior to the date of the filming activity for which the permit is required. If such activity interferes with traffic, including road closures, or involves potential public safety hazards, such as stunts, pyrotechnics or special effects, the applicant shall submit the application at least five working days prior to the date of the filming activity for which the permit is required.
2. Approval in the form of a petition, signature card, letter, consent form, or email from a minimum of seventy-five percent of all property owners and/or tenants, over the age of eighteen, for each parcel located within five hundred feet of the perimeter of the property on which the filming activity is to take place. Applications that fail to submit the minimum amount of consent required in this subsection shall require approval from the city film permit coordinator, city manager, or their designee.
    a. An applicant will be required to submit a city film permit request at least one working day prior to the date on which such person desires to conduct filming activity for which a permit is required, unless closure of a public street is involved in which case minimum notification time shall be one week.
3. City film permit fee as established by city council resolution and other applicable deposits as described in Section 5.40.080.
4. Evidence of insurance as required in Section 5.40.140.
5. A fully executed indemnification agreement, on a form approved by the city attorney, as required in Section 5.40.140.
6. If determined to be necessary by the city film permit coordinator, written evidence of permits and/or conditions with other public agencies as may be required upon submission of an application for a city film permit. The requirements of these responsible agencies shall be the requirements of this permit. Examples of such agencies include, without limitation, the state highway patrol, the county sheriff's department, the Federal Aviation Administration, city fire protection district, and the bureau of land management.
7. Any other information as required by the city's administrative rules and regulations.
8. An applicant shall obtain the property owner's permission, consent, and/or lease for use of property.

B. City film permit issuance.

1. The city film permit coordinator shall be responsible for the issuance of city film permits under this chapter, when, from a consideration of the application and from such other information as may be otherwise obtained, they find that:
    a. The conduct of such activity will not unduly interfere with traffic or pedestrian movement or endanger public safety and that no streets will be completely closed to traffic for an unreasonable period of time;
    b. The conduct of such activity will not unduly interfere with normal governmental or city operations, threaten to result in damage or detriment to public property, or result in the city incurring costs or expenditures in either money or personnel not reimbursed in advance by the applicant; and
    c. At the determination of the city's public works department, the city police department, the city fire protection district, and the city engineer, as required, that the condition of such activity will not constitute a fire hazard or any other type of hazard and all proper safety precautions will be taken as determined by the department's director, or their designee.
2. The city film permit coordinator may impose any conditions found necessary to protect the public's health, safety, and welfare. The permittee shall comply with any conditions or restrictions the city may impose as a condition to issue a city film permit. No changes to such conditions shall be made without first obtaining the city film permit coordinator's prior written approval. Failure to comply with the terms and conditions of a city film permit shall be grounds for permit revocation by the city film permit coordinator.
3. Following issuance of a city film permit, the permittee must notify residents within a five hundred-foot radius of the location of the proposed filming activity by distributing a fully completed filming location notification form, including the production company's contact information, at least twenty-four hours prior to the first day of filming activity. Residential notification is not required for still photographic productions with cast and crew of less than ten people.
4. The decision of the city film permit coordinator to issue, conditionally issue, or not issue a city film permit shall be final unless appealed pursuant to Section 5.40.160.
5. A permit application shall be issued for the number of days requested.
6. An applicant shall comply with all conditions or restrictions of the permit.

5.40.080 - Permit fees and deposits; costs.

Each application for a city film permit shall be accompanied by:

A. A security deposit, in an amount established by city council resolution, to ensure cleanup and restoration of the site of the filming activity. The deposit, in full or part thereof, may be returned to the permittee upon completion of filming activity and inspection of the site by the city.

B. A city film permit fee in an amount established by resolution of the city council to reimburse the city for staff time required to evaluate the application and establish conditions of approval and to monitor the filming activity.

C. The city film permit fee and the security deposit shall not apply to or affect:
    1. City produced or city-sponsored government or educational access productions;

2. Student films; and
3. Productions by charitable organizations that have been issued 501(c)(3) status by the Internal Revenue Service and are in good standing.

D. If deemed necessary by the city film permit coordinator, additional police personnel, code enforcement personnel, a film monitor and/or other city services shall be provided for the purpose of protecting, assisting, and regulating the proposed filming activity, at a cost billed to the permittee. The cost of providing such additional services shall be paid in advance to the city by the permittee. Additional city services will be provided and coordinated through the city film permit coordinator.

E. A permittee shall conduct operations including preparation and project completion in a time frame as agreed by the city and permittee. The area used shall be cleaned of trash and debris upon completion of shooting at the scene and restored to the original condition before leaving the site. The city may require a faithful performance bond to ensure cleanup and restoration of the site after inspection. The bond shall be returned to the applicant within thirty days.

5.40.090- Public right-of-way.

Temporary “NO PARKING” signs shall be posted by the city., All parking of equipment or cars on public streets, stringing cable on sidewalks or from generator to service point, sidewalk shots, driving scenes shall require signage indicating such activities are taking place and shall be posted by the city.

5.40.100 - Traffic control.

For filming that would impair traffic flow, a permittee shall coordinate traffic control with the police department and, if deemed necessary by the city film permit coordinator, the California Highway Patrol and/or county sheriff, and shall comply with all traffic control requirements deemed necessary by the city permit film coordinator.

A. The permittee shall furnish and install advance warning signs and any other traffic control devices in conformance with the Manual of Traffic Control, State of California, Department of Transportation, and take all appropriate safety precautions.

B. Traffic may be restricted or stopped intermittently upon the city’s authorization and under the city’s direction.

C. The permittee shall not detour traffic across a road with double lines without the city’s prior approval.

D. Unless otherwise authorized by the city, the permittee shall not drive camera cars (or cause camera cars to be driven) in the direction of traffic, and shall observe all traffic laws.

E. Any emergency road work or construction by city, county crews, and/or private contractors, under permit or contract to the city shall have priority over filming activities.

5.40.110 - Special restrictions.

The permittee shall perform all external filming activities between the hours of 10:00 P.M. and 6:00 A.M. without undue noise and nuisance, unless otherwise approved by the city film permit coordinator with sufficient notice to inform residents of the filming activity.

5.40.120 - Administrative rules and regulations.

The city film permit coordinator is authorized and directed to promulgate administrative rules and regulations, subject to approval by resolution of the city council, governing the time, place and manner of any filming activity, included in this chapter, within the city. The administrative rules and regulations shall be based upon the criteria set forth in this chapter.

5.40.130 - Insurance and liability.

All applicants for a city film permit shall submit the following with a completed application for a city film permit:

A. Liability insurance. If filming activity will be conducted on public property, a certificate of insurance shall be submitted to the city film permit coordinator evidencing the following:

1. General liability with limits no less than as stipulated by the city;
2. Auto liability with limits no less than as stipulated by the city;
3. Workers' compensation coverage as required by law; and
4. Employer's liability with limits no less than as stipulated by the city.

The general liability and auto liability policies shall name the city, its officers, employees, agents, and volunteers as additional insured to protect the city against any liability, or claims of liability related to or resulting from film production in the city. Such policies shall be provided by an insured permitted to do business in the state with an AM Best rating of at least A:VII or a Standard & Poor's Rating (if rated) of at least BBB, unless specific approval for a lower rating has been granted by the City. The certificate shall not be subject to cancellation or modification until after thirty days' written notice to the city. Such insurance shall be evidenced by the standard general liability special endorsement form mandated by the state film commission, which will remain on file with the city's risk manager. When filming in a flood control channel, the Riverside Flood Control and Water Conservation District shall be named as an additional insured.

B. Indemnification agreement. The applicant must submit with its application for a city film permit an indemnification agreement, on a form approved by the city attorney, in which the applicant agrees to defend, indemnify, and hold harmless the city, its officers, agents, employees and volunteers from all claims and liability arising from the filming activity or issuance of the city film permit.

5.40.140 - Revocation and suspension of a city film permit.

A. The city film permit coordinator may revoke city film permits for the following reasons:

1. Misrepresentation on the city film permit application, including, without limitation, the type or manner of film production, the location of filming activity, or the parameters or the need for stunts or special effects.

2. Any violations of this code, state or federal law, and/or the city's administrative rules and regulations for filming activity.

3. Any violation of the conditions imposed on a conditionally approved city film permit.

B. The city police department and the city fire protection district are authorized to suspend any filming activity not authorized by the necessary permit or when permit conditions are violated or where the city's filming rules and regulations, laws, or ordinances are violated. A written notice of suspension shall be provided to the permittee and the city film permit coordinator within twenty-four hours of the suspension.

C. The decision of the city film permit coordinator to revoke a city film permit shall be final unless appealed pursuant to Section 5.40.160.

5.40.150 - Enforcement of violations.

A. Notwithstanding any other provision of this code to the contrary, any person who causes, permits, or suffers a violation of any provision of this chapter, or who fails to comply with any obligation or requirement of this chapter, is guilty of a misdemeanor violation punishable in accordance with Chapters 1.24 and 1.28 and is also subject to administrative citations in accordance with Chapter 1.20.

B. Each person shall be guilty of a separate offense for each day, or part thereof, during which a violation of this chapter, or of any law or regulation referenced herein, is allowed, committed, continued, maintained or permitted by such person, and shall be punishable accordingly.

C. This chapter does not exclusively regulate filming activity in the city, and the remedies provided in this chapter are in addition to other applicable remedies and penalties authorized by the Banning Municipal Code, or by the laws of the state or of the United States.

5.40.160 - Appeal procedures.

The decision of the city film permit coordinator to issue, conditionally issue, not issue, or revoke a city film permit may be appealed in writing to the city manager within five working days of the decision. The appeal must include copies of all pertinent material necessary to support the permittee's position on appeal. Any actions of the city manager shall be final."

SECTION 3. The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of Banning's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 4. The City Council directs the City Clerk to submit a certified copy of this Ordinance to the California Film Commission.

SECTION 5. This Ordinance will become effective on the thirty-first (31st) day following its passage and adoption.

PASSED, APPROVED AND ADOPTED this 00th day of Month 2024.

Sheri Flynn, Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

Serita Young, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that Ordinance 16XX was duly introduced at a regular meeting of the City Council of the City of Banning, held on the 14th day of January 2025, and was duly adopted at a regular meeting of said City Council on the 28th day of January 2025, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

CALIFORNIA
Film Commission

Guidelines for Best Practices in Film Regulations and Policies

Encouraging film production is an economic development tool that can provide temporary jobs for local residents, generate local revenue and bolster local businesses. One of California's signature industries, motion picture production is an essential source of economic activity, tax revenue, jobs and tourism in California. It contributes $30 billion dollars annually to our state's economy while supporting over 190,000 well-paying entertainment industry jobs.

It is always important to balance the needs of a production company with the concerns of local government and the local community. Once a city or county has created a film ordinance (see model filming ordinance), they should consider establishing permit policies and regulations that are "film friendly" with the intent to increase or retain filming.

A. Consider the Following "Best Practices" When Creating Film Policies:

1. Rapid film permit issuance: 2 – 5 business days from permit application submission to permit issuance.
2. Establish standard hours for film activities: typically 7:00 a.m. – 10:00 p.m. for residential zones (with the option to extend hours with the approval of affected residents and business owners).
3. Establish reasonable permit fees. Compare fees charged by similar surrounding cities and stay within or below those limits. Some cities/counties reduce or waive permit fees for accredited student or charitable productions (while still requiring a permit) to encourage more filming.
4. Establish and post cost recovery fees for the reimbursement of city or county personnel (i.e., application review, monitors, police, fire, traffic control).
5. Establish a film permit requirement but waive any requirement for a business license, as most film activities are temporary.

6. The California Film Commission discourages the requirement of a bond. (Productions must pay additional fees to secure a bond, and the city/county must then rely on the bond company to collect damages from the production company). Instead, a refundable security deposit against damages is preferred.

7. Appoint a key liaison for coordinating permits. Be sure to appoint a back-up liaison. The liaison will be required to make decisions as the community representative prior to and during filming, and should therefore have full endorsement and authority of the local jurisdiction. The liaison should be aware of any previous film production within the community and remain sensitive to local citizens' concerns.

8. Create a centralized filming section on your city/county website clearly listing all film regulations, permit and insurance requirements, fees and liaison contact information.

9. Consider adopting an ordinance that protects the orderly conduct of a permitted film event from persons who interfere.

B. Specific Guidelines for Filming Regulations:

1. Timely issuance of film permits: An applicant will be required to submit a permit request at least two business days prior to the date of the requested production activity. If such activity interferes with traffic or involves potential public safety hazards, an application may be required at least four business days in advance.

2. Notification: All residents and merchants within a 200 feet radius of the film location must receive notice of filming dates, times, location address and production company contact at least 24 hours prior to the first film activity. It is most effective to notify affected residents and business owners in person or via flyer, unless a property is inaccessible.

3. Parking: When parking production vehicles on a public street, residents and merchants impacted by the parking must receive notice at least 24 hours prior to the arrival of the vehicles. All those impacted should also be notified of the city/county's procedures for towing vehicles parked in areas where "no parking" signs have been posted.

4. Surveys: Require a survey of affected residents and/or businesses within a 200 ft. radius when the filming includes extraordinary activities such as a street closure, pyrotechnics, excessive noise, low flying helicopters or drones, requests to film beyond the standard hours and requests to film for extended periods of time. Note: the California Film Commission recommends a policy requiring no more than 80% signature approval.

5. Clean up: The permittee shall conduct operations in an orderly fashion with continuous attention to the storage of equipment not in use and the cleanup of trash and debris. The area used shall be cleaned of trash and debris upon completion of filming at the scene and restored to the original condition before leaving the site.

6. Filming on Private Property: An applicant is required to obtain the property owner's permission, consent and signed location agreement, in addition to a permit, for use of the property not owned or controlled by the city/county.

7. Flood Control (if applicable): When filming in a flood control channel, an applicant must vacate channel when water is released. Please note that when filming in or on flood control properties, the agency must be named as an additional insured.

8. Public Works Department (Road and Streets): If the applicant must park equipment, trucks, and/or cars in zones that will not permit it, temporary "No Parking" signs must be posted with approval of the local authority. The applicant must also obtain permission to lay and safely mat cable across sidewalks or from generator to service point.

9. Traffic Control: For filming that would impair traffic flow, an applicant must use California Highway Patrol (CHP), County Sheriff or local law enforcement personnel and comply with all traffic control requirements deemed necessary.

    a. An applicant shall furnish and install advance warning signs and any other traffic control devices in conformance with the Manual of Traffic Controls, State of California Department of Transportation. All appropriate safety precautions must be taken.

b. For any lane closure or intermittent traffic control (ITC), the period of time that traffic may be restricted will be determined by the city/county, based on traffic volumes for location and time of day. For state-owned freeways and roads, lane closures and ITC will be determined by Caltrans.

c. Traffic shall not be detoured across a double line without prior approval of the appropriate department representative.

d. Unless authorized by the city/county, camera cars must be driven in the direction of traffic and must observe all traffic laws.

e. Any emergency roadwork or construction by city or county crews and/or private contractors, under permit or contract to the appropriate department, shall have priority over filming activities.

10. Municipal Parking Lots: When parking in a municipal parking lot, an applicant may be billed according to the current rate schedule established by the city/county. In order to assure the safety of citizens in the surrounding community, access roads to beaches, which serve as emergency service roads, must never be blocked. No relocation, alteration, or moving of beach structures will be permitted without prior approval.

C. Other Considerations to Encourage Filming:

A city or county that wishes to actively recruit filming as part of its economic development plan should also consider providing the following services or incentives to encourage filming.

1. Provide service and support to each production company from the initial contact to the close of the production, including problem solving on film related matters. Support should include coordination between the production company, local residents and businesses and the city/county.
2. Offer fee-free city/county-owned properties for use as filming locations. Charge applicants for cost recovery only – review time, police, fire or security monitors.
3. Waive permit fees.
4. Provide free vacant office space and / or free parking lots.

5. Create an online database of location photos.
6. Upload location photos to the California Film Commission website to market a local region.

Final Note:

Being film-friendly includes reasonable guidelines and fees and a city/county's ability to assist productions with their location needs. Overly-restrictive regulations (i.e., requiring a building permit in order to temporarily attach anything to a building/structure or having to obtain 100% written consent of all affected residents and business owners) will only serve to discourage filming in your community.

While there are jurisdictions that believe filming activities should cause no disruption to the community, and the California Film Commission clearly understands the desire for filming to have as little impact on residents and businesses as possible – the nature of a film shoot is that it can sometimes be intrusive, even though the impact may be minimal and all good faith efforts are made to mitigate the impact from filming activities. However, there are few concerns that can't be successfully resolved when cities/counties work with production companies to make filming a positive experience for all involved.

Additional resources for jurisdictions interested in recruiting film production can be found on our Community Filming page.

Many California cities, counties and special districts have adopted this ordinance to ensure uniform film ordinances and permit processes throughout the State. The Model Filming Ordinance is not intended to address the circumstances of each local jurisdiction, but provides general guidance for ensuring film-friendly policies in a community.

The California Film Commission (CFC) reviews all local ordinances and provides comments to government to ensure uniform procedures for issuing film permits. A local government is required to submit any draft filming ordinance or amendments to the CFC 30 days prior to adoption as per Government Code 14999.21. The CFC will review all drafts and provide comments within five working days. The CFC recommends that only reasonable fees associated with the recovery of costs are charged production companies for use of public property and services.

Model Filming Ordinance

I. DEFINITIONS:

a. "Motion picture, television, still photography" shall mean and include all activity attendant to staging or shooting commercial motion pictures, television shows or programs, commercials, digital media, still photography and student films produced to satisfy a post-secondary school course requirement at an educational institution in any medium including film, tape or digital format.

b. "Charitable films" shall mean commercials, motion pictures, television, digital media or still photography produced by a nonprofit organization, which qualifies under Section 501(c)(3) of the Internal Revenue Code as a charitable organization. No person, directly or indirectly, shall receive a profit from the marketing and production of the film or from showing the films, tapes, or photos.

c. "News Media" shall mean the photographing, filming or videotaping for the purpose of spontaneous, unplanned television news broadcasts ("breaking news") or reporting for print media by reporters, photographers or camerapersons.

d. "Studio" shall mean a fixed place of business certified as such by a local fire authority having jurisdiction where filming activities (motion or still photography) are regularly conducted upon the premises.

II. PERMITS AND EXEMPTIONS:

a. Permit required: No person shall use any public or private property, facility or residence for the purpose of taking motion pictures, television, digital media or commercial still photography without first applying for and receiving a permit from the officer designated by the city/county.

b. Exemptions:

1) News Media: The provisions of this Chapter shall not apply to or affect reporters, photographers or camerapersons in the employ of a newspaper, news service, or similar entity engaged in on-the-spot print media, publishing or broadcasting, of news events concerning those persons, scenes or occurrences which are in the news and of general public interest.

2) Personal/Family Video: The recording of visual images (motion or still photography) solely for private personal use, and not for commercial use.

3) Studio Filming: Filming activities (motion or still photography) conducted at a studio.

III. RULES AND REGULATIONS:

Rules: The designated city/county officer is hereby authorized and directed to promulgate rules and regulations, subject to approval by resolution of the Council or Board, governing the form, time and location of any film activity set forth within the

city/county. The officer shall also provide for the issuance of permits. The rules and regulations shall be based upon the following criteria:

1. The health and safety of all persons;
2. Mitigation of disruption to all persons within the affected area;
3. The safety of property within the city/county; and
4. Traffic congestion at particular locations within the city/county.

IV. APPLICANTS AND ISSUANCE:

a. Issuing Authority: The issuing authority shall be the city/county designee.

b. Applications: The following information shall be included in the application:

1. The representative of the property and his/her email address and cell phone number, as well as the address, email address and telephone number of the place at which the activity is to be conducted;
2. The specific location at such address or place;
3. The inclusive hours and dates such activity will occur;
4. A general statement describing the character or nature of the proposed filming activities;
5. The name, address, email address, and cell phone number of the person or persons in charge of such filming activity;
6. The exact number of personnel to be involved;
7. Activity which may cause public alarm, such as the use of any animals, gunfire or pyrotechnics, low flying helicopters and/or unmanned aircraft systems (drones);
8. The exact amount/type of vehicles/equipment to be employed along with a parking plan; and

9. All applicable documentation (remote pilot certificate, UAS registration certificate, waivers, description of flight operations, etc.) if a UAS (drone) is being used.

c. Fee Schedule: The issuing authority may adopt a fee schedule.

d. Reimbursement for Personnel: The production company shall reimburse the city/county for any personnel provided to the company (e.g., police, fire, traffic) for the purpose of assisting the production.

e. Change of Date: Upon the request of the applicant, the issuing authority shall have the power, upon a showing of good cause, to change the date for which the permit has been issued, provided established limitations are complied with in respect to time and location.

V. LIABILITY PROVISIONS:

a. Liability Insurance: Before a permit is issued, a certificate of insurance will be required in an amount not exceeding $1,000,000 naming the city/county as additional insured for protection against claims of third persons for personal injuries, wrongful deaths, and property damage. Higher liability limits or separate aerial coverage shall be required for the use of helicopters and/or drones. City/county officers and employees shall also be named as additional insured. An applicant must provide evidence of insurance coverage that will not expire until the completion of all planned production activities, including the strike and restoration of all locations. A copy of the certificate will remain on file.

b. Worker's Compensation Insurance: An applicant shall conform to all applicable Federal and State requirements for Worker's Compensation Insurance for all persons operating under a permit.

c. Hold Harmless Agreement: An applicant shall execute a hold harmless agreement as provided by the city/county prior to the issuance of a permit under this ordinance. (The hold harmless agreement may be included in the terms and conditions of the permit.)

d. Security Deposit: To ensure cleanup and restoration of location sites, an applicant may be required to submit a refundable deposit (amount to be determined by the city/county). Upon completion of filming and inspection of the site by the city/county, if no verifiable damage has occurred, the security deposit shall be returned to the applicant.

VI. VIOLATION:

If an applicant violates any provisions of this ordinance or a permit issued pursuant thereto, the city/county may provide the applicant with verbal or written notice of such violation. If the applicant fails to correct the violation, the city/county may revoke the permit and all activity must cease.

FILMING REGULATIONS

See *Guidelines for Best Practices in Film Regulation and Policies*.

Record Gazette
Your Community. Your Newspaper.

AFFIDAVIT OF PUBLICATION

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2025 02 14_Pre Adoptions Summary Ord 1608

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:

Feb 28, 2025

Executed on: February 28, 2025

At City of Banning, California

I ceritfy (or declare) under penalty of perjury that the foregoing is true and correct.

Kathy Shepard
Signature

CITY OF BANNING
SUMMARY OF
ORDINANCE NO. 1608
AN ORDINANCE OF THE CITY OF BANNING, CALIFORNIA, AMENDING CHAPTER 5.40 OF THE BANNING MUNICIPAL CODE CONCERNING FILM PERMITS AND REGULATIONS

This is a summary of the above-entitled Ordinance No. 1608 of the City of Banning. On March 11, 2025, the City Council of the City of Banning will introduce and conduct the first reading of Ordinance 1608. If adopted, Ordinance No. 1608 would amend Chapter 5.40 of the Banning Municipal Code establishing administrative rules and regulations for the review and issuance of filming permits involving motion picture, television, and photographic production in the City. Ordinance No. 1608 requires a permit for any filming activities in the City, subject to specified exceptions; outlines the permit application process, and the procedures for issuance, revocation and suspension of a film permit, as well as appeal procedures; provides for the payment of permit fees, deposits and other costs; adopts rules and regulations related to filming; details insurance and liability requirements; and provides for enforcement of violations.

This summary has been prepared and published in accordance with Government Code Section 36933. Notice is hereby given that a certified copy of the full text of Ordinance No. 1608 is available for public review upon request in the City Clerk's Office, located at 99 E. Ramsey Street, Banning, California 92220 during regular business hours (Monday through Friday 8 a.m. to 5 p.m.), or via email at CityClerks@banningca.gov .

Submitted by:
/s/ Caroline Patton, Administrative City Clerk
City of Banning, California

Dated:	February 14, 2025
Publish Date:	February 28, 2025

Published
Record Gazette
February 28, 2025

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Robert Fisher, Acting City Manager**
PREPARED BY:	**Nate Smith, Deputy Director of Public Works/City Engineer** **Art Vela, Director of Public Works**
MEETING DATE:	**June 10, 2025**
SUBJECT:	**Proposed Restriping of Highland Springs Avenue Median Between Ramsey Street and Joshua Palmer Way by the City of Beaumont**

RECOMMENDATION:

Provide direction to staff if there are any significant concerns from the City of Banning to communicate to City of Beaumont staff.

BACKGROUND:

Staff from the City of Beaumont reached out to Public Works staff in May of 2025 regarding a proposal to make modifications to the striping on Highland Springs Avenue at the driveway entrance to the Food For Less shopping center within the City of Beaumont. As a result of the discussion, the City of Beaumont prepared a plan to eliminate the left turns in and out of the shopping center. The City of Beaumont presented this item to their City Council on June 3. Any actions from that meeting will be reported to Council during the presentation.

Attached to this report is the staff report prepared by City of Beaumont staff.

JUSTIFICATION:

Eliminating the left turn ingress and egress will improve safety, enhance traffic flow, and provide some economic benefits.

FISCAL IMPACT:

None. Project will be completed by City of Beaumont staff.

ALTERNATIVES:

Do not concur with the proposed plan and provide direction to staff.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Att 1. Beaumont Staff Report and Plan.pdf

Staff Report

TO: City Council

FROM: Robert Vestal, Director of Public Works

DATE: June 3, 2025

SUBJECT: Highland Springs Avenue Painted Median Adjustment

Description Adjust the painted median along Highland Springs Avenue, south of Sixth Street, to eliminate left turn ingress and egress from commercial center.

Background and Analysis:

Highland Springs Avenue is a key corridor that experiences significant traffic volumes. The commercial center's current left-turn access contributes to congestion and safety concerns, leading to delays, near-misses, and potential collisions. City staff has reviewed traffic patterns and accident reports, and findings suggest that restricting left turns will streamline movement and mitigate risks.

Eliminating the left turn ingress and egress will improve safety, enhance traffic flow, and provide some economic benefits.

Improved Safety

- Reducing left-turn movements minimizes conflict points, lowering the likelihood of collisions.
- Preventing abrupt stops from vehicles attempting to turn left reduces rear-end crashes.
- Enhancing visibility and predictability for drivers leads to smoother traffic operations.

Enhanced Traffic Flow

- Eliminating left turns will optimize adjacent signal timing and alleviate bottlenecks.
- Increase left turn pocket length on the northbound Highland Springs Ave and Sixth Street Intersection.
- Increase left turn pocket length on the southbound Highland Springs Ave and Joshua Palmer Way Intersection.

- Drivers will utilize existing signalized intersections or alternate routes, distributing traffic more efficiently.
- Continuous movement along Highland Springs Avenue will reduce congestion during peak hours.

Economic Benefits

- Smoother traffic flow encourages more customers to access the commercial center via safer, alternative entry points.
- A reduction in accident-related delays improves accessibility, benefiting local businesses.
- Streamlined routes can enhance the area's overall appeal, supporting economic growth.

On May 6, 2025, Beaumont City staff engaged in discussions with the City of Banning's Public Works Director and City Engineer regarding the proposed median adjustment. The City of Banning's Public Works Director and City Engineer expressed their agreement and support for the plan, recognizing its potential to improve regional traffic flow and minimize congestion-related risks.

City staff recommends authorizing the adjustment of the painted median along Highland Springs Avenue to eliminate left-turn ingress and egress at the commercial center intersection. Proper signage and public outreach should accompany implementation to ensure a smooth transition for motorists.



Figure 1 - Existing Highland Springs Avenue Median

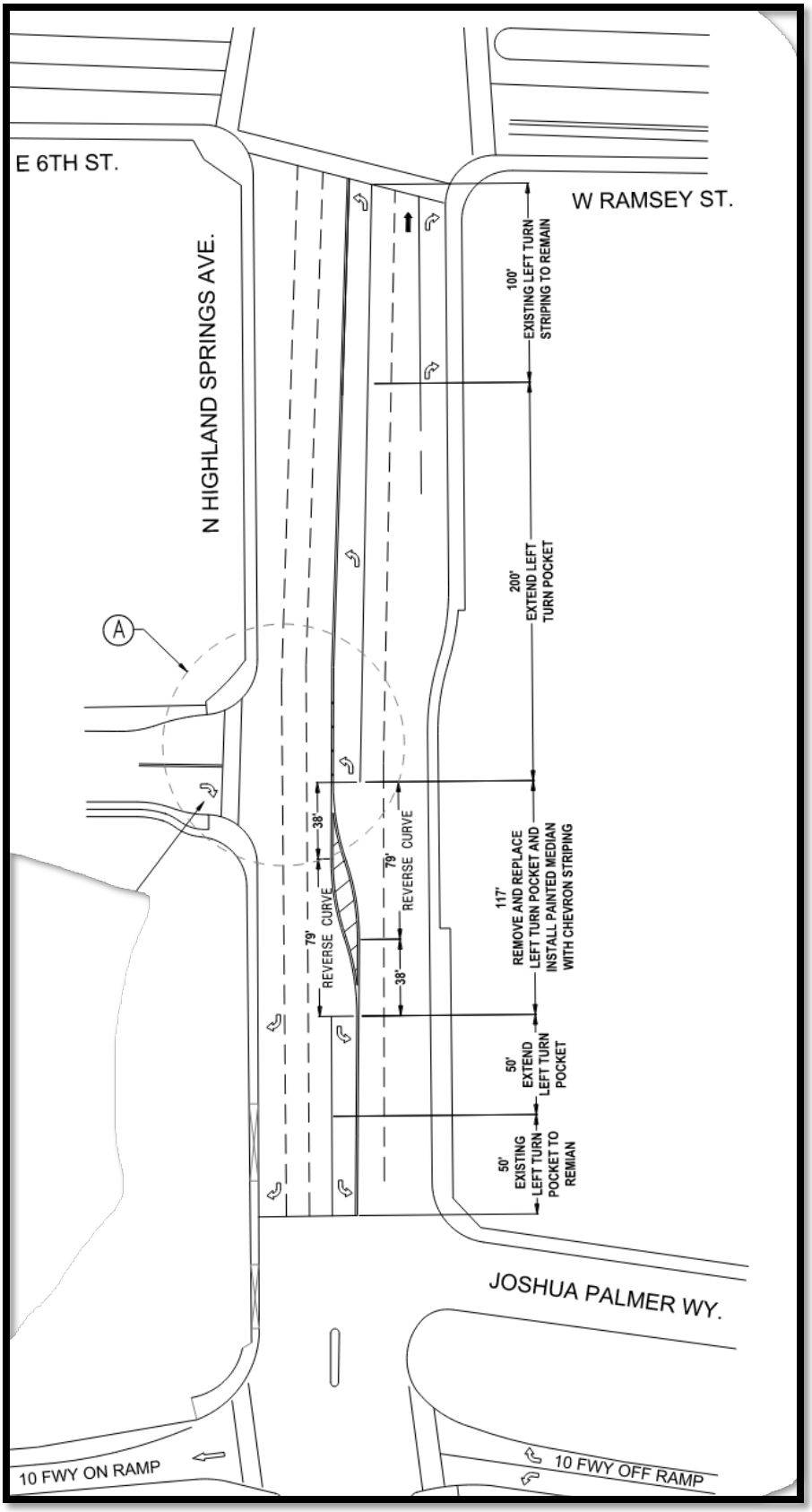


Figure 2- Proposed Highland Springs Avenue Median Adjustments

Fiscal Impact:

The estimated cost to prepare this staff report is $700.

All cost associated with revising the painted median is estimated to be $5,000 and will be paid from the Public Works operations budget.

Recommended Action:

Authorize City staff to adjust the painted median along Highland Springs Avenue, south of Sixth Street, to eliminate left turn ingress and egress from the commercial center intersection.

Attachments:

A. Improvement Plan

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Robert Fisher, Acting City Manager**
PREPARED BY:	**David Newell, Community Development Director**
MEETING DATE:	**June 10, 2025**
SUBJECT:	**Discussion on Expanding Public Notification Requirements in Banning Zoning Ordinance Related to Land Use Development Applications**

RECOMMENDATION:

Provide direction to staff for a Zoning Ordinance Amendment to be scheduled at a future meeting of the Planning Commission and City Council.

BACKGROUND:

At recent Planning Commission meetings, there were some comments made by Commissioners expressing frustration with the City's current public hearing noticing requirements and it was requested that staff bring forward opportunities to expand public awareness of land use applications being processed by the City. The purpose of this report is to identify the existing requirements locally and under state law and provide information on what other jurisdictions are currently requiring that the City might consider for increasing public awareness.

The City currently requires public hearing notices for the following application types:

- Conditional Use Permit (17.52.040)
- Design Review (17.56.040)
- Development Agreement (17.60.030)
- General Plan Amendment (17.64.040)
- Planned Unit Development (17.92) Specific Plan (17.96.030)
- Tentative Tract or Parcel Maps (16.14.030)
- Variance (17.112.040)
- Zoning Code Amendment (17.116.020)

Several of the code sections for the above applications refer to Chapter 17.68 (Hearings and Appeals) of the Banning Zoning Ordinance (BZO), to define the process for public noticing and hearings for land use applications. Section 17.68.020 of this Chapter generally requires that public hearing notices be published in a newspaper of general circulation and mailed to property owners within 300 feet of a project site, both of which are to occur 10 days before the public hearing. There is one exception, however, for Conditional Use Permit applications, which requires that owners within 1,200 feet receive notice if use is within a rural residential zoning district. Attached is a summary of the criteria for each application type that is reviewed by the Planning Commission.

State law provides minimum criteria for land use decisions requiring a public hearing. California Government Code, Section 65090, et. seq., requires notice be provided similar to the City's current regulations that are described above. While currently compliant with State law, the City does have the ability to expand its noticing requirements to increase public awareness of land use applications, which

has been done by other local jurisdictions. Below is summary of other jurisdictions that have expanded requirements.

City	Mailed Notification Recipient	Mailed Notification Radius	Additional Requirements
Moreno Valley	- Owners - If project involves conversion, residents within development	600 feet	None
Palm Desert	Owners	- 500 feet - 1000 feet	- Community Engagement Plan requiring 2 meetings - On-site sign (4'x4') notifying of hearing
Palm Springs	Owners, lessees and apartment residents	500 feet	- On-site sign (3'x4') notifying of project under consideration - Email notice to recognized neighborhood organizations - Neighborhood meetings "strongly encouraged" but not required
Rancho Mirage	Owners	- 500 feet - 1,00 feet	None

Of the above cities, Palm Desert made the most recent changes to improving public awareness of proposed projects and has the most robust notification systems for engaging and informing the community. Attached are the Palm Desert ordinances that provide requirements on public hearing notification, on-site signage and required Community Engagement Plan. Also attached is Palm Springs' Developer Neighborhood Outreach Procedures. Other cities provide good examples of expanding the mailed notification radius beyond the 300-foot minimum.

Under a City Council policy, Carlsbad provides another option for noticing the public of proposed applications. Within thirty days of submitting an application, applicants are required to notify nearby residents (property owners within 600 ft. and occupants within 100 ft. of a project site) of the newly submitted project application, as well as install a project notification sign on the project site. Certain application types are required to do community engagement and maintain a project website. The Carlsbad policy is included as an attachment to this report.

After reviewing the information provided, staff recommends the City Council provide direction on amending the City's ordinances as follows:

1. Notification Recipients - expand to occupants of apartments and/or commercial tenants;
2. Notification Radius - expand to 500 feet minimum; expand to 1,000 feet if notification list is less than 25 recipients or if project site is 5 acres or larger;
3. Additional Requirements, Signage - require on-site sign posting for new developments; if so, require additional signs for larger sites and/or sites with multiple-frontage lots; if so, require for certain application types or developments (i.e. Zoning or General Plan Amendments, Specific Plans, Design Review, Conditional Use Permits involving certain uses, such as cannabis and new construction) but not all application types (exclude Historic Resources, Tentative Tract/Parcel

Maps, Variances); if so, identify content (Project Under Consideration or Notice of Upcoming Hearing) and timing of sign installation (i.e. within 30 days of formal application or 10 days prior to hearing);

4. Additional Requirements, Neighborhood Meetings - require or strongly recommend neighborhood outreach meetings; if so, identify application types or developments that require outreach; if so, identify quantity of desired meetings.

On May 7, 2025, the Planning Commission considered this matter and were generally supportive of increasing notification to include apartments/tenants, expanding radius notification to 500' (or 1000' for sites over five acres), requiring on-site signage and mandating community engagement plans for larger projects. There was also support for providing bilingual notices.

After receiving direction from City Council, staff can prepare revisions to the City's ordinances and schedule this matter for future hearings by the Planning Commission and City Council, in accordance with BZO Chapter 17.116.

JUSTIFICATION:

The proposed ordinance revisions are anticipated to improve transparency, community engagement, and trust in the land use process. Current practices meet State minimums but may not adequately inform all affected parties. Including tenants and expanding the radius to 500 or 1,000 feet ensures broader awareness, especially for larger or impactful projects. On-site signage and community meetings, as modeled by other cities, provide tangible, accessible ways to inform residents and gather input.

FISCAL IMPACT:

In addition to staff and city attorney's time to prepare ordinance amendments, fiscal impacts will vary and depend on direction received from City Council. Below are some initial considerations:

- Expanded recipients. There will be additional costs to notice tenants, as such information is not readily available without subscription services to a third-party vendor and/or establishing an internal system for creating tenant notices for every public hearing notice.
- Expanded radius. Should Council direct that the City expand the notification radius, there will be increased postage costs and staff time to print, prepare and mail notices.
- Additional requirements, signage. No fiscal impacts, as the signage would be installed by the applicant.
- Additional requirements, neighborhood meetings. This would require staff to attend meetings after normal business hours and may involve overtime costs per event.
- Bilingual notices. This would require additional staff time or hiring a third-party vendor to translate notices for every public hearing notice.

ALTERNATIVES:

Direct staff to not pursue changes to the current requirements.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Summary of Hearing Notice Requirements for Various Applications Reviewed by the Planning Commission
2. Palm Desert Ordinances - Public Hearing Notice and Community Engagement Plan
3. Palm Springs - Developer Neighborhood Outreach Procedures
4. Carlsbad Early Public Participation Policy

5. May 7 2025 PC Meeting Minutes_6.3.2025_Final.pdf

Summary of Hearing Notice Requirements for Various Applications Reviewed by the Planning Commission in the Banning Zoning Ordinance (BZO)

Application Type	BZO Section	Hearing Notice Criteria
Conditional Use Permit (CUP)	17.52.040	Refers to Chapter 17.68 (Hearings and Appeals) - Notices to be in at least one publication in a newspaper 10 days before hearing - Notices to be mailed to owners of property within 300 ft., except R/A, R/A/H, RR, RR/H, and VLDR zones require notice to owners within 1,200 ft
CUP, Cannabis	17.53.060	Refers to Chapter 17.52 (Conditional Use Permits)
CUP, Cannabis Retailer	17.54.060	Refers to Chapter 17.52 (Conditional Use Permits)
CUP, Surface Mining	17.100.100	Refers to Chapter 17.68 (Hearings and Appeals)
Design Review	17.56.040	Refers to Chapter 17.68 (Hearings and Appeals)
Development Agreement	17.60.030	Refers to Chapter 17.68 (Hearings and Appeals)
General Plan Amendment	17.64.040	Refers to Chapter 17.68 (Hearings and Appeals)
Planned Unit Development	17.92	No reference
Specific Plan	17.96.030	Refers to Chapter 17.68 (Hearings and Appeals)
Tentative Tract or Parcel Map	16.14.010	Refers to Chapter 17.68 (Hearings and Appeals)
Variance	17.112.040	Refers to Chapter 17.68 (Hearings and Appeals)
Zoning Code Amendment	17.116.020	Refers to Chapter 17.68 (Hearings and Appeals)

§ 25.60.060. Public Hearing and Public Notice.

A. **Public hearing required.** The following procedures shall govern the notice and public hearing, where required pursuant to this title. The designated approving authority shall hold a public hearing to consider all applications for a conditional use permit, variance, architectural review, precise plan, planned development, specific plan, zoning code and/or map amendment, pre-zoning, development agreement, and General Plan amendment considered by the Commission or Council.

B. **Notice of hearing.** Pursuant to California Government Code Sections 65090 to 65094, not less than 10 days before the scheduled date of a hearing, public notice shall be given of such hearing in the manner listed below. The notice shall state the date, time, and place of hearing, identify the hearing body, and provide a general description of the matter to be considered and the real property which is the subject of the hearing.

1. Notice of public hearing shall be published in at least 1 newspaper of general circulation in the City.

2. Except as otherwise provided herein, notice of the public hearing shall be mailed, postage prepaid, to the owners of real property, inclusive of any association governing a common interest development (as defined in Part 5 of Division 4 of the California Civil Code), within a radius of 500 feet of the exterior boundaries of the property involved in the application, using for this purpose the last known name and address of such owners, or the name of any association of a common interest development, as applicable, as shown upon the current Tax Assessor's records of Riverside County or the Official Records of Riverside County. The radius may be increased as determined to be necessary and desirable by the Director based on the nature of the proposed project. If the number of owners exceeds 1,000, the City may, in lieu of mailed notice, provide notice by placing notice in 1 newspaper of general circulation within the City.

    i. Public notification for projects 5 acres or more shall be 1,000 feet for public notifications related to development projects and to ensure adequate community engagement efforts are achieved pursuant to requirements in Section 25.60.160.

    ii. Public notification for Hillside Development Plans shall comply with Section 25.78.020(C) of this title.

    iii. Hearings before the Architectural Review Commission for Design Review associated with an application requiring approval by the Planning Commission and/or City Council will be noticed in accordance with the requirements of this section.

3. Notice of the public hearing shall be mailed, postage prepaid, to the owner of the subject real property or the owner's authorized agent and to each local agency expected to provide water, sewerage, streets, roads, schools, or other essential facilities or services to the proposed project.

4. Notice of the public hearing shall be posted at City Hall.

5. Notice of the public hearing shall be mailed to any person who has filed a written

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request for notice.

6. In addition to the notice required by this section, the City may give notice of the hearing in any other manner it deems necessary or desirable.

C. **Notice of Zoning Administrator decision.**

1. Notice. The notice of decision shall be provided, in writing, to the applicant, interested parties, neighborhood associations within proximity of the subject site, and properties within 500 feet of the property. The notice shall include:

i. A brief statement explaining the criteria and standards considered relevant to the decision.

ii. A statement of the standards and facts relied upon in rendering the decision.

iii. Findings as listed for each entitlement or justification for the decision based on the criteria, standards, and facts set forth.

iv. An explanation of appeal rights and appeal deadlines.

2. Decision. The ZA may approve, approve with conditions, or deny the application. Decisions shall be based on standards and criteria set forth within this code and shall be accompanied by brief, written findings, and a determination.

3. Appeal. A ZA determination may be appealed to the Commission for a final determination according to Section 25.60.080.

D. **Requests for notification.** Any person who requests to be on a mailing list for notice of hearing shall submit such request in writing to the Department. The City may impose a reasonable fee for the purpose of recovering the cost of such notification.

E. **Receipt of notice.** Failure of any person or entity to receive any properly issued notice required by law for any hearing required by this title shall not constitute grounds for any court to invalidate the actions of a designated approving authority for which the notice was given.

F. **Hearing procedure.** Hearings as provided for in this chapter shall be held at the date, time, and place for which notice has been given as required in this chapter. The approving authority shall conduct the public hearing and hear testimony from interested persons. The summary minutes shall be prepared and made part of the permanent file of the case. Any hearing may be continued to a date certain. If the hearing is not continued to a specific date/time, then the hearing shall be re-noticed.

G. **On-site public notice signs.**

1. Applicability. All projects requiring a public hearing before the Planning Commission and/or City Council shall be required to post 1 or more public notice signs on the property, which is the subject of the proposed development, in accordance with the requirements of this subsection.

2. Public Notice Sign Requirements.

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i. The applicant shall post informational signs on the property that is the subject of the proposed development. The signs shall be unilluminated, 4 feet by 4 feet in size, and shall include a description of the proposed development, the date, time, and location of the public hearing, and the location where further information can be obtained.

ii. The sign shall be placed in an area of the property most visible to the public, not more than 5 feet from the front property line in residential areas, and not more than 3 feet from the front property line in commercial and industrial areas. Placement of the sign shall not be permitted to cause traffic sight obstructions.

iii. For properties less than 5 acres in size, 1 sign per street frontage shall be posted on site.

iv. For properties greater than 5 acres in size, 1 sign per 500 feet of street frontage shall be posted on site. For properties that are unusually shaped or within a unique location, the Planning Director may determine the location for sign posting or require additional notice of the proposed project.

v. For projects that may change or intensify the existing use or zoning, the Planning Director may require supplemental or larger signs or both.

3. Sign Posting Acknowledgement. A completed Sign Posting Acknowledgment form prepared and signed and dated by the applicant or an authorized representative of the applicant, which shall contain photographic evidence of the installed signs, shall be submitted to the Development Services Department no later than 10 calendar days prior to the scheduled public hearing. This document shall be mailed or dropped off or emailed to the assigned project planner.

4. Timing of Sign Installation.

i. Signs shall be installed no later than 10 days prior to the scheduled date of the public hearing.

ii. Posted signs must remain visible on the property until the last decision-making action specified by the Development Services Department.

5. Maintenance. The applicant and owner shall be responsible for maintaining the noticeboard such that it is readable during the period it is required to be in place. If the sign or structure is damaged, defaced or otherwise made illegible, the applicant/owner shall replace the sign in accordance with the standards of this subsection. The applicant shall pay the replacement cost of such board.

6. Removal. The applicant shall remove the sign(s) from the project site no later than 10 calendar days following the end of the appeal period for the project.

(Ord. 1259 § 1, 2013; Ord. 1279 § 10, 2015; Ord. 1303 § 6, 2016; Ord. 1375 § 2, 2022; Ord. 1425, 2/13/2025)

§ 25.60.160. Community Engagement.

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A. **Intent and purpose.** It is the intent of this chapter that each project applicant prepare and submit to the City a "Community Engagement Plan" to implement requirements for public notice, community engagement, and public outreach. The intent is to present project information and engage in public outreach meetings early in the development review process of new projects and address concerns of the public prior to an action of the approving body. The Community Engagement Plan shall provide residents within the required notification radius with an opportunity to actively participate in the City's development review procedures for discretionary projects to help shape the direction of the City's development.

B. **Scope of regulations.** This chapter shall be applied pursuant to the adopted "Resolution of the City Council of the City of Palm Desert Establishing Policies related to Community Engagement (Resolution No. 2021-50)."

Requirements related to community engagement for new projects are as follows:

1. Developers must prepare and submit a Community Engagement Plan to the Development Services Department at the same time a development application is submitted for any project that is located on a project site of 5 acres, or greater, and requires discretionary approval, including, but not limited to, any request for a discretionary approval of a Precise Plan, Tentative Map, Specific Plan, General Plan Amendment, Change of Zone, Development Agreement, Variance, or combination thereof. The Director of Development Services may require a Community Engagement Plan for any project when due to extraordinary or exceptional factors.

2. Comply with the public notification requirements of Section 25.60.060 of this title.

3. The Community Engagement Plan must contain the following:

    a. Developer's method(s) of communication with the public. Proposed location(s) of public outreach shall be provided;

    b. Samples of the written publications distributed to the public that include any informational items of the project. Written publications and invitations should comply with the following:

        i. The written publication should include the date, time, and location of the scheduled community meeting.

        ii. The invitation to community meetings should include as much information about the project and request in the application as possible to inform attendees of what is being proposed.

        iii. Community meetings should be located in the City of Palm Desert and as close to the subject property as is practical to minimize the distance that attendees need to travel to participate.

        iv. Community meetings should be scheduled to avoid, to the extent feasible, any conflict with other publicly scheduled meetings.

        v. Community meetings should be scheduled during non-business hours and at reasonable times to allow attendees who work during the day an opportunity

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to attend.

vi. Applicants may also, in addition to the in-person meeting, provide an option for participating by teleconference.

4. For any application that requires a Community Engagement Plan, the applicant shall host a minimum of 2 community meetings to provide information and receive feedback about the project. Follow-up meetings may be required by the Director of Development Services.

   a. The first community meeting shall occur not more than 30 days prior to, and not later than 20 days after, the date when the project application is submitted to the City. To the extent practical, the first community meeting should occur prior to application submittal to the City.

   b. The second community meeting shall occur within 30 days after the date when the project is deemed or determined to be complete.

   c. There shall be at least 1 day between the required community meetings in subsections (B)(4)(a) and (b), above.

   d. The Director of Development Services may approve alternative scheduling of the required community meetings as reasonably necessary.

   e. The applicant is solely and exclusively responsible for holding the community meetings in accordance with this section. The community meetings shall not be considered a public hearing or meeting on the project.

5. The applicant shall prepare a Community Engagement Report summarizing the outcome of the community meetings required by this section, and submit the Community Engagement Report to the City prior to the first public hearing or other public meeting for the project held by the City. The Community Engagement Report will be included as an exhibit as a part of the agenda report that is published prior to the public hearing. The Community Engagement Report shall include the following:

   a. Dates, times, and locations of all meetings that attendees were invited to attend to discuss the project and the subject request.

   b. The names and affiliation of those that attended that represent the applicant.

   c. The names and department of staff that attended the meeting.

   d. A sign-in sheet listing the names of the attendees that participated in the process.

   e. The applicant shall provide any written comments and/or a written summary of any significant issues or concerns raised by attendees during the community engagement meetings.

6. The applicant shall coordinate with staff for the notification of community meetings with property owners, including any association for a common interest development, within 1,000 feet of the proposed project.

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7. City staff is to be present at the meeting to observe, collect information, and provide answers, as needed, related to the General Plan, and applicable codes and ordinances of the City.

    a. The applicant shall coordinate the scheduling of all community meetings required under this section with the City's project planner and include City staff in all notices of meetings.

8. The entitlements will include a condition of approval on residential and/or owner-occupied projects, that the applicant will disclose, as part of any closing documents, the City's General Plan and Housing Element sites adjacent to the project.

(Ord. 1375 § 2, 2022; Ord. 1425, 2/13/2025)

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CITY OF PALM SPRINGS

DEPARTMENT OF PLANNING SERVICES

DEVELOPER NEIGHBORHOOD PROCEDURES

The City of Palm Springs strongly recommends that project applicants meet with surrounding property owners and Neighborhood Organizations located in or near the project to solicit input in the beginning stage of the design and development process.

Some of the benefits that can result from early consultation with the neighbors:

- Neighborhood feedback can strengthen projects and add value to final results.
- Neighborhood feedback may prevent problems at a later stage in the development process, often avoiding expensive delays.
- The Planning Commission and the City Council prefer to know that development applicants have contacted Neighborhood Organizations and sought their input.

APPLICANT'S STEPS TO TAKE FOR ANY NEIGHBORHOOD MEETING:

SETTING UP

- Meeting should be held at least 7 days prior to the Architectural Advisory Committee or Planning Commission meeting (whichever comes first).
- Determine a place and time for your meeting, within the following guidelines:

  Time: Start between 5:30 p.m. – 6:30 p.m.

  Days: Monday, Tuesday, or Thursday only.

  Place: Use a commercial or public location (not a private residence), as close as possible to the project location, and located within the city.

- Prepare notice with contents:

  a. Thorough description of proposed project. Include "From . . . To . . .," street address and / or Assessor Parcel Number.
  b. Date of meeting.
  c. Time of meeting: Provide a start time, but do not list an end time.

d. Place of meeting: Include room number / name and directions.
e. Contact name and phone number for night of meeting for directions / questions (contact number must be available up to and during the time of the meeting).
f. Tentative date of Architectural Advisory Committee or Planning Commission meeting.

- Fax or E-notice meeting information to the Department of Planning Services 760-322-8360. City staff will assess for suitability of time and location. Approval or corrections to notice will be faxed back within 1-2 working days.

MAILING

- Approved notices are to be mailed to all property owners and Lessees and Sub-Lessees (as recorded with the Riverside County Assessor's office) within five hundred (500') of subject property and electronically mailed to City of Palm Springs registered Neighborhood Organizations within one half mile of subject property.

- Notices should be postmarked at least 10 days prior to the neighborhood meeting date.

MEETING

- Applicant and/or representative(s) to conduct the meeting, answer questions and open and close the facility. City staff will attend, but only to monitor.

- Applicant to have someone available to answer the phone number given at least one half (1/2) hour before and after the start time regardless of attendance.

- Applicant to remain on-site at least one half (1/2) hour after the start time regardless of attendance.

STAFFING

- City staff will attend the meeting to observe only. They will be available to answer technical questions as necessary

FILING

- Applicant to complete the Neighborhood Meeting Affidavit indicating time and date of meeting and attach the mailing list used along with a copy of the notice.

- Deliver affidavit and mailing list to the Department of Planning Services, at least seventy-two (72) hours prior to the Architectural Advisory Committee or Planning Commission meeting (whichever comes first).

City Council
POLICY STATEMENT

Policy No.	84
Date Issued	11/12/2024
Resolution No.	2024-250

Subject Development Project Public Involvement Policy

Purpose
To help ensure applicants proposing certain development projects are aware of and have considered input from interested and affected stakeholders prior to project consideration by city decision makers. The policy is intended to supplement and not replace or conflict with legal noticing requirements or any other required public involvement for development applications.

Background
This policy provides the requirements for project applicants to identify potentially interested and affected members of the public; provide additional opportunities for input; and report public input and how it was considered to city staff, stakeholders and city decision makers during the public hearing process.

Statement of policy
To require that certain development projects considered by the Planning Commission, or the City Council engage the public to inform and solicit input from interested and affected stakeholders prior to project consideration by city decision-makers. Failure to comply with the requirements set forth within this policy shall cause the application to be deemed incomplete pursuant to Carlsbad Municipal Code Section 21.54.010(F).

Procedure
The following establishes the minimum requirements necessary to notify and seek input from stakeholders on applications that require approval by the Planning Commission or City Council. Applicants are encouraged to begin engaging and soliciting public input prior to application submittal, however outreach conducted prior to submittal does not satisfy the requirements of this policy.

CATEGORY A – EARLY PUBLIC NOTIFICATION

The following applies to all applications requiring approval from the Planning Commission or City Council, irrespective of project size, permit type or location.

Early Public Notice – Content

Applicants are required to prepare a public notice that contains the following minimum materials and information:

- A brief description of the proposed project, including the following:
  - Project name
  - Address and nearest cross streets

  - The proposed use, anticipated number of dwelling units, project features
  - Building square footage(s)
  - Maximum height
- The applicant name, contact person, telephone number and email address.
- City project planner name, telephone number, and email address
- 8-1/2" x 11" site plan and building elevations
- How the public can provide input.

Early Public Notice – Recipients

The applicant shall mail the early public notice to the following stakeholders, within the timeframe and method specified:

- Notice shall be postmarked within 30 days following the date of application submittal.
- Notice shall be delivered via U.S. Postal Service, First Class Mail.
- Property owners within a 600-foot radius of the subject property according to the latest equalized assessment rolls current as of the date of the application. If the 600-foot radius yields fewer than 20 properties, the project applicant shall extend the radius until 20 or more properties are reached.
- The homeowners association of which the subject property is a part (if any). Notice shall be mailed to both the property management company and HOA board of directors.
- Occupants within a 100-foot radius of the subject property.

Early Project Notification Sign – Content & Installation

The project applicant shall post a project notice sign on the project site consisting of the following information, within the timeframe and method specified:

Timing:	Sign shall be posted within 30 days of the application submittal date
Duration:	Sign shall remain posted, legible and in good physical condition until final action is taken on the permit application by the decision-making authority
Content:	• Project name and city assigned case number(s) • Brief project description. At a minimum, the description shall include number of planned residential units, square footage of commercial space, maximum height, and buildings proposed for demolition • Project applicant and representative (if different) contact information • City project planner contact information

Format:	Utilize a template provided by the City of Carlsbad
Location:	Clearly visible from the street that fronts the subject property and located at the most highly trafficked portion of the property.

Early Public Notice – Documentation

The project applicant shall sign and submit an affidavit, signed under penalty of perjury, on a form provided by the city that the notice was prepared and mailed, and that the project notice sign was prepared and posted, in accordance with this policy. The affidavit shall be signed and provided to the city within 15 days following the notice mailings or sign posting, whichever comes last.

CATEGORY B – ENHANCED PUBLIC ENGAGEMENT

Significant development applications are required to complete additional enhanced public engagement as described below.

Applicability

The following proposed development applicants shall complete enhanced public engagement for private or public entity development applications that require a permit approval by the Planning Commission or City Council:

- Residential development consisting of 10 or more residential lots or residential units
- Non-residential development project proposing a total of 50,000 square feet or more of habitable space
- Mixed-use development project (residential and non-residential uses in the same building or on the same site), irrespective of size or unit count
- A Conditional use permit (excludes Minor Conditional Use Permit)
- A development project that requires a variance (excludes minor variance).
- A development project that requires a General Plan amendment, zone change, a master plan or specific plan
- A development project that requires a major amendment to a master plan or a specific plan.
- A development project that requires an amendment to the city's Habitat Management Plan

The provisions of this policy shall not apply to permit applications for streamlined approval pursuant to SB35 (Gov. Code 65913.4).

Enhanced Public Engagement Notice – Content

Eligible projects mail additional information to additional community members as part of their project notice mailing packet (referred to as the "enhanced public engagement notice"). The additional mailed information must include the following minimum information.

- Site plan and elevations or renderings, each provided on minimum 8½" x 11" paper
- Written description of the proposed project. The description needs to provide enough information to offer a general understanding of what is being proposed and where to go to learn more about the project. At a minimum, the description shall include the following information:
    - Project name and city assigned case number(s)
    - Project address and nearest cross streets
    - Type of permit(s) being requested
    - Name of the applicant and representative (if different) and their mailing address, telephone number and email address
    - Name of the city project planner assigned to process the application and their mailing address, telephone number and email address
    - A description of proposed uses, major project features and amenities, and uses planned to be demolished
        - For residential projects, the description page shall include the following:
            - Total dwelling units currently proposed
            - How many dwelling units will be market-rate and how many affordable
            - Square footage range of the market-rate and affordable units
            - Total number of buildings and each building's square footage and building height shown in stories and feet (e.g., one story/35 feet)
        - For nonresidential projects, the description shall include the following:
            - Total number of buildings and each building square footage and height shown in stories and size (e.g., one story/35 feet)
            - Intended purpose and use of each building
        - For mixed-use projects (combination of residential and non-residential uses), notices shall contain the information required for residential and nonresidential projects.
    - Total number of proposed parking stalls and size and height of parking structures, if proposed.

- If the project proposes deviation of city adopted development standards, a description of the current city standard and how the applicant proposes it be changed
- Project website address
- Expected entitlement timeline (estimated date the project will be considered for decision by the city) and which decision-making body will consider the project for approval
- Description of how the public can provide input and to be added to a list for future project related updates

Enhanced Public Engagement Notice – Recipients

The enhanced public engagement notice shall be mailed to the following recipients:

- All property owners and occupants located within a 600-foot radius of the project, measured from the property line of the project site.
- If the 600-foot radius yields fewer than 30 properties, the project applicant shall extend the radius until 30 or more properties are reached.
- The homeowner association of which the subject property is a part (if any). Notice shall be mailed to both the property management company and HOA board of directors.
- Notice shall be postmarked within 30 days following the date of application submittal.
- Notice shall be delivered via U.S. Postal Service, First Class Mail.

Enhanced Public Engagement Project Notification Sign – Content & Installation

The project applicant shall post a project notice sign on the project site consisting of the following information, within the timeframe and method specified:

Timing:	Sign shall be posted within 30 days of the application date and at least 14 days prior to the public outreach meeting
Duration:	Sign shall remain posted and in good legible and physical condition until final action is taken on the permit application by the decision-making authority
Content:	• Project name and city assigned case number(s) • Brief project description. At a minimum, the description shall include number of planned residential units, square footage of commercial space, maximum height, and buildings proposed for demolition • Project applicant and representative (if different) contact information • City project planner contact information • Project website address

Format:	Utilize a template provided by the City of Carlsbad
Location:	• Sign shall be freestanding (not affixed to an existing structure) • Sign shall be clearly visible from the street that fronts the subject property and located at the most highly trafficked portion of the property. • If the project fronts multiple public streets (public alleyways excluded), a sign is required along each street frontage.

Public Outreach Meeting

Project applicants shall conduct at least one in-person public outreach meeting with the community. Additional meetings are encouraged and recommended but not required. The minimum requirements of the public outreach meeting shall include the following:

- The public outreach meeting shall be held in the evening (after 5 p.m.) or on the weekend to maximize participation. On-site meetings are encouraged.
- The public outreach meeting shall take place within 60 days following the application submittal.
- Announcement of the public outreach meeting shall be mailed to those recipients included in the enhanced public engagement notice mailing packet, as well as other parties who have notified the applicant or the city that they wish to be informed about the project.
- Announcement of the public outreach meeting shall be post marked at least 14 days in advance of the outreach event and posted to the project's website.
- Announcement of the public outreach meeting may be included as part of the enhanced public engagement project notice mailing packet, so long as it is postmarked at least 14 days before the meeting date.
- If the announcement of the public outreach meeting is not included in the enhanced public engagement notice, the project applicant must mail a separate notice announcing the meeting that is postmarked at least 14 days in advance of the public outreach meeting. The notice must be sent to the same list of recipients required for the enhanced public engagement notice and should include the same information as the enhanced public engagement notice along with meeting date and time, meeting location name and address, and parking, directional information and any other logistics people would need to know to be able to easily access the location where the outreach meeting will be held.

Public Outreach Website

Project applicants shall create and maintain a project website that complies with the following minimum requirements.

- All the information provided in the Enhanced Public Engagement Notice Mailing shall be included on the project website.
- The website shall either allow individuals to provide comments via an online public comment form or forum or offer alternative ways to provide comments via email or U.S. mail.
- The website shall be published at least 30 days following the application submittal date and at least 14 days prior to the public outreach meeting and remain visible until the decision-making authority makes a final determination on the application.

Documentation

The project applicant shall submit an Enhanced Public Engagement Report to the city's project planner assigned to the project, in a format provided by the city, documenting the following:

- A comprehensive summary describing the outreach that was conducted~~.~~, including:
    - Individuals/organizations invited to participate
    - Individuals/organizations who participated
    - A summary of **ALL** input provided to the applicant by the public via the public outreach meeting, website, email and phone calls
    - The applicant's response to this input, including commitments or follow-up actions that were/will be taken by the applicant
- A spreadsheet listing, at a minimum, the names and addresses of those notified and those who asked to be notified in the future.
- Copies of all notices and any other informational materials provided to the public, noting the method and date of distribution.
- Screen shots of all pages of the project website.
- Copies of comment cards, survey results, emails, letters and comments in any other form submitted to the applicant.

Along with the Enhanced Public Engagement Report, the applicant shall sign and submit an affidavit, signed under penalty of perjury, on a form approved by the city, that the contents of the outreach report are accurate and true and that all requirements set forth within this policy have been met.

The Enhanced Public Engagement Report and affidavit shall be submitted to the Planning Division for review in conformance with this policy within 120 days following initial submittal of the permit application.

Once the Planning Division confirms that the report is complete and meets the requirements of the policy, the project applicant shall provide a copy of the report (in print and/or electronic

form) to any stakeholder that requests a copy. In addition, members of the public may obtain a copy of the report from the city, once accepted as complete.

City staff shall include in the staff report to the Planning Commission or City Council a brief synopsis of the project applicant's outreach activities and results as documented in the outreach report and shall include the Enhanced Public Engagement Report in its entirety as an attachment to the staff report.

Notes on Stakeholders and Noticing

Stakeholders who become aware of a project application after the project applicant has conducted early stakeholder outreach may still request to be notified regarding the project from city staff. However, the outreach report is not required to be updated once it has been accepted as complete by the city. It is at the project applicant's discretion whether to engage in additional stakeholder outreach once the requirements of this policy have been met.

Regular noticing by the city for public hearings is not a part of this process and would commence when the application is deemed complete and is scheduled for public hearings by city staff. Additionally, public notice and review requirements under other local ordinance, state or federal law are independent of and not fulfilled by the outreach requirements of this policy. This would include but is not limited to requirements under Carlsbad Municipal Code, the California Coastal Act, the California Environmental Quality Act~~,~~ or the National Environmental Policy Act.

Project Changes

Enhanced public engagement must be done within the first 30 days of project submission. Changes to project design are anticipated and encouraged to respond to stakeholder input. However, significant changes to the project following initial project noticing will require mailing of an updated enhanced public engagement notice and installation of an updated project sign, consistent with the requirements specified in Category B. Significant changes are defined as:

- Change in 20 percent or more of unit numbers or square feet of non-residential development
- The number of affordable housing units provided changes by 5% or more
- Site plan changes resulting in a shift in lot coverage of 20% or more
- Change in building height by 5 or more feet

Administration

The City Planner shall be responsible for administering this policy. The City Planner, in consultation with the City Attorney's Office is authorized to create and modify forms, hand-outs and guidelines as they deem appropriate to effectively administer this policy.

The Planning Division shall maintain a list of applications subject to this policy and keep records of individuals and organizations who request to be notified of such applications, and shall furnish such records to project applicants for purposes of complying with this policy.

PLANNING COMMISSION - REGULAR MEETING

Council Chambers, 99 E Ramsey Street, Banning, CA

Wednesday, May 7, 2025 - 5:30 PM

MINUTES

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1. CALL TO ORDER at 5:32 p.m.

1.1 PLEDGE OF ALLEGIANCE

1.2 ROLL CALL

COMMISSIONERS	PRESENT	ABSENT
Castorena, Chris	X	
Dale, Kathleen	X	
Rodriguez, Nathaniel	X	

2. ELECTION OF OFFICERS

2.1 Planning Commission Selection of Presiding Officers.

A. Nominations for Chairperson

Commissioner Rodriguez nominated Commissioner Dale to serve as Chairperson, which was second by Commissioner Castorena.

ACTION: Motion/Second (Dale/Castorena); Motion Carried 3-0 to select Dale for Chair.

B. Nominations for Vice-Chairperson

Commissioner Castorena nominated Commissioner Rodriguez to serve as Vice-Chairperson, which was second by Commissioner Rodriguez.

ACTION: Motion/Second (Dale/Rodriguez); Motion Carried 3-0 to select Rodriguez for Vice-Chair.

3. PUBLIC COMMENTS

No public comments

4. CONSENT AGENDA

4.1 Approval of the meeting minutes for March 5, 2025, Regular Planning Commission meeting.

Chair Dale noted revised meeting minutes were provided by staff. Chair Dale opened public comment for the consent agenda and seeing none, the Chair closed public comments.

ACTION: Motion/Second (Castorena/Rodriguez) to approve the revised minutes.

COMMISSIONERS	*YES*	*NO*	*ABSTAIN*	*RECUSE*	*ABSENT*
Castorena	*X*				
Dale	*X*				
Rodriguez	*X*				

(Motion Carried 3-0-0) passed.

5. PUBLIC HEARINGS

5.1 Consideration of Design Review (DR) application, Case PLN 24-0149 and DR 23-7007, by WEKA Inc. to allow the development of a 14,800 SF building for warehouse and office use with a storage yard on 4.4-acres of land located at 2300 E. Westward Ave., in the Industrial (I) Zoning District (APN: 532-130-021)
Recommendation: Adopt Resolution 2025-05, Approving design Review Permit, Case PLN 24-0149 and DR 23-7007, Subject to Conditions of Approval.

Mary Yaryan, Associate Planner, provided the staff report.

Gary Miller, from Miller Architects presented a proposed new facility for WEKA, a second-generation trenching and underground utility company relocating to Banning. The project includes an office building with an attached equipment storage and maintenance area. The site features enhanced landscaping, including trees, perimeter planting, and a decorative concrete block wall exceeding City fencing requirements. The representative addressed concerns about metal paneling, explaining that the design uses modern, high-quality panels similar to those on the Toyota dealership, reflecting a professional and contemporary appearance. The building materials align with WEKA's advanced equipment and operations. All equipment will be stored within the enclosed yard. The representative emphasized the project's architectural quality and job creation benefits for Banning and requested project approval.

Ed Bonadiman, Civil Engineer for the project raised concerns about several draft conditions of approval – specifically, a requirement for right-of-way on Westward Ave. He explained that this change would negatively impact driveway grades on the small project site, which were carefully designed to match the Estes improvements along Westward and Scott. He asked for revisions to approximately four conditions to align with plans that had been prepared with a narrower right-of-way on Westward.

Nate Smith, Deputy Director of Public Works and City Engineer for the City of Banning, responded to concerns raised by the applicant regarding the required street dedication and curb alignment along Westward Ave. He explained that the 39' half-width right-of-way requirement is based on the City's circulation element and the 1-10 Bypass Project Environmental Impact report (EIR), which designates Westward Ave. as a future divided collector road connecting Banning and Cabazon. While construction drawings do not yet exist, the adopted EIR supports forward-planning for the road classification.

He noted that although some existing dedications are at 30', the City is conditioning new projects along Westward Ave. for 39' to align with future infrastructure needs.

He confirmed that frontage improvement costs are the responsibility of the developer and had not yet calculated the specific financial impact. However, he advised that deferring improvements could result in higher costs for the project or City in the future.

Nate answered clarifying questions of the Commission.

He confirmed that the 6' street dedication is based on current standards. Septic system use is allowed, with a sewer lateral required for future connection. Gravel yard areas will be reviewed under stormwater regulations. Grading, haul routes, and wall placements were discussed. MSHCP compliance and right-of-way dedications were also clarified.

Jared Himle, Owner of WEKA Inc. said Weka, Inc. is a non-union, prevailing wage pipeline contractor bringing 12 on-site jobs to a new local facility, with 93 employees total and $50M annual revenue.

Chair Dale opened public comments at 6:26 p.m.

Ed Bonadiman emphasized the importance of the requested narrower street width on Westward, moving the curb back 6' doesn't make sense and would harm the project. This change would also reduce usable yard space. He requested the Commission to keep Westward Ave. at 33' half-width and 22' from curb to centerline. He asked to revise the PW.Map.07 from 39' to 33'. He mentioned Scott Rd. has 40' right-of way but only 30' is needed and suggested the extra 10' may be vacated in the future.

He asked to revise PW.Street.08. The current plan shows 36' to 34' since the street is a dead end. He asked to strike PW.Street.09. He said sight distance calculations aren't needed, there are no curves, and the condition adds unnecessary costs. He asked to keep Westward and Scott as shown in the map.

Gary Miller said a biologist's report confirmed the property is not habitat for endangered species and no further county review is deemed necessary.

Green building code requirements will be met (EV charging).

A proposed compromise on street widening: grant right-of way to City but keep curb/sidewalk as planned to avoid hardship on property owner.

Chair Dale Closed Public Comments: 6:34 p.m.

Nate Smith clarified Public Works Conditions:

- PW.Map.07 (Right-of-Way): Still under discussion; relates to Westward Ave.
- Street Width (PW.Street.08): Commission supports 34' of asphalt meets fire access standards.
- Vertical Curve (PW.Street.09): No extra submittal needed if street is straight; curve details to follow Caltrans standards if applicable.
- Street Classification (PW.Street.19): Corrected from "local collector" to "local."
- Westward Ave: Public Works supports keeping current condition as written.

Chair Dale raised concerns that MSHCP consultation with RCA and Wildlife Agencies hasn't occurred as required prior to the CEQA determination. Key conditions from the bio study (e.g. surveys for burrowing owls and nesting birds and the urban-wildlands interface provision) are missing from current conditions of approval and there are no MSHCP consistency findings in

the draft resolution.

Chair Dale cannot support project approval based on the record before the Commission. She motioned to continue item for one month to complete required steps.

ACTION: Motion/Second (Dale/Castorena) to continue the item to the June 4th Regular Planning Commission Meeting.

COMMISSIONERS	*YES*	*NO*	*ABSTAIN*	*RECUSE*	*ABSENT*
Castorena	*X*				
Dale	*X*				
Rodriguez	*X*				

(Motion Carried 3-0-0) passed.

6. DISCUSSION ITEMS

6.1 Discussion on Expanding Public Notification Requirements in Banning Zoning Ordinance Related to Land Use Development Applications.
Recommendation: Provide direction to staff for Zoning Ordinance Amendment to be scheduled at a future meeting of the Planning Commission.

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

He said application types covered by Planning Commission are: Conditional Use Permits, Design Review, Development Agreements, General Plan Amendments, Zone Changes, Planned Developments, Specific Plans, Subdivision Maps, and Variances.

The Current Noticing Standards, per State Law and Local Code: Public hearing notices must be mailed to property owners within 300' of the project site at least 10 days prior to the hearing. Notice must be published in a newspaper of general circulation. The one exception is CUP applications in certain rural residential zones, which require 1200' radius notification.

Staff examined local practices in Moreno Valley, Palm Desert, Palm Springs, and Rancho Mirage: All exceed the 300' minimum, with most requiring 500' to 1,000' notice for projects over 5-acres.

Rancho Mirage uses a tiered approach if fewer than 25 owners fall within 500'.

Other methods used by other cities: On-site signage, community meetings, community engagement plans submitted by applicants.

Staff seek direction from the Commission on whether to expand public notice requirements beyond state minimums. Based on Commission input, staff will return with draft ordinance changes for formal review and recommendation to City Council.

Chair Dale opened public comments.

Frank Connelly said he would like to see cities with similar populations (e.g. Beaumont, Redlands). He understands community outreach but would not like to overburden developers.

Chair Dale closed public comments.

Commissioner Castorena supports expanding public outreach, especially for larger projects, to rebuild community trust. He emphasized not overburdening small developers but suggested measures like larger notification radius, community engagement plans, on site-signage, bilingual notices, and inclusive outreach to renters and Spanish-speaking residents. He also recommended early-stage engagement and clear accessible communication.

Commissioner Rodriguez shared that his current job follows practices similar to Palm Desert and Palm Springs, including 500' notifications, outreach to renters, and posting on-site signage. He supports a 1,000' notification radius for projects over five acres, especially in rural areas like Banning, to ensure residents are well informed about upcoming developments.

Chair Dale supported adopting early and transparent public outreach practices modeled after Palm Desert and Carlsbad, including early signage, flexible placement, bilingual and occupant mailings, and neighborhood meetings for larger or high-impact projects. She suggested requiring community engagement plans, staff review of outreach materials, HOA notifications, and re-engagement if a project changes. She also recommended considering the CEQA- "whole of the action" concept in defining the boundary for public notifications. For smaller projects, she supported more limited outreach to avoid being overly burdensome.

6.2 Consider Formation of Industrial Project Review Ad-hoc Subcommittee.
Recommendation: Appoint two members to serve on an Industrial Project Review Ad-hoc Subcommittee.

David Newell, Director said staff proposes to create a one-year ad-hoc subcommittee to help Planning Commissioners review land development projects-especially those with Environmental Impact Reports – before official hearings. The goal is to improve understanding and communication by allowing early review, developer/staff Q&A, and clarification sharing with the full Commission. The subcommittee would follow the Brown Act rules and avoid biased statements.

Chair Dale opened public comments.

Paul Loubet, First Industrial, supports the use of ad hoc meetings, noting they help.

Chair Dale closed public comments.

ACTION: Motion/Second (Castorena/Dale) to appoint two members of the Planning Commission; Castorena and Dale to serve on the Land Development Project Review Ad-hoc subcommittee.

COMMISSIONERS	*YES*	*NO*	*ABSTAIN*	*RECUSE*	*ABSENT*
Castorena	*X*				
Dale	*X*				
Rodriguez	*X*				

(Motion Carried 3-0-0) passed.

7. ANNOUNCEMENTS AND REPORTS

7.1 DIRECTOR'S REPORT

Director Newell announced two open Planning Commission seats. Applications are available

on the City website and must be submitted by May 30.

7.2 COMMISSIONER REPORTS

Commissioner Castorena shared Planning Commission openings on social media and received some interest. He met with David, Community Development Director to discuss a community benefits checklist and justification statement for large projects to clearly outline public benefits. He submitted a PDF with policy ideas for consideration in the City's General Plan update.

8. ANNOUNCEMENTS FROM COMMISSION MEMEMBERS

9. ITEMS FOR FUTURE AGENDAS

10. ADJOURNMENT

The meeting was adjourned at 7:58 p.m.

Minutes prepared by:

Sandra Calderon

Sandra B. Calderon
Planning Commission Secretary

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/194?view_id=1&redirect=true

All documents related to this meeting are available here:
https://d3n9y02raazwpg.cloudfront.net/banningca/6d80bb7e-76d8-11ef-9b71-005056a89546-38305488-93fe-4918-9dd7-c67857e7b6c7-1746131841.pdf

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Robert Fisher, Acting City Manager**
PREPARED BY:	**Robert Fisher, Acting City Manager**
MEETING DATE:	**June 10, 2025**
SUBJECT:	**Discussion on Changing the City's Retail Cannabis Tax Rate**

RECOMMENDATION:

Discussion item requested by Council person Richard Royce.

BACKGROUND:

There is established and imposed upon each person who is engaged in business as a cannabis retailer an annual tax at the rates set forth in the Banning Municipal Code.

Every person operating a cannabis retailer shall pay to the City an annual tax in the amount equal to ten percent (10%) of the business's gross receipts.

This provision of the Banning Municipal Code is enacted solely to raise revenue for unrestricted general revenue and municipal purposes and is intended to be a general tax and is not a special tax. All of the proceeds from the tax imposed by this requirement shall be placed in the City's general fund to finance the general operations of the City. Such operations may include but are not limited to: paying for basic or enhanced law enforcement or public safety services, park, recreational, and senior services, neighborhood preservations, community services, code enforcement, infrastructure improvement and maintenance, and other such general services.

JUSTIFICATION:

To introduce and provide details of the City of Banning's Marijuana tax

FISCAL IMPACT:

Fiscal year 2024 = $911,337
Fiscal year 2025 = $ 605,802 (year to date)

ALTERNATIVES:

Modification to tax.

Notwithstanding Elections Code Sections 9217, or the tax rate of ten percent (10%) of gross receipts of a cannabis retailer, the City Council may, in its discretion without the vote of the people of Banning, do any of the following:

- Reduce the tax rate for a cannabis retailer.

- Increase any tax rates established by the Banning Municipal Code, not to exceed the maximum tax rate of 15% of gross receipts for a cannabis retailer.
- Increase any rates if they had previously been reduced below such rate and,
- Establish a class of persons that is exempt or excepted from the tax or discontinue any such exemption or exception.
- Per the Banning Municipal Code, in no event shall the City Council of the City of Banning increase any rates in excess of those rates specified in the ordinance without approval by a majority of the voters in an election on the increase

BUDGETED?:

No

CONTRACT/AGREEMENT:

No