AGENDA

CITY COUNCIL - REGULAR MEETING
CITY OF BANNING, CALIFORNIA

June 24, 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: Norwegian Joy Cruise Ship in Stateroom 14218.

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 Proclamation - Parks and Recreation Month
Recommendation: Proclaim July 2024 as Parks and Recreation Month

4. REPORT ON CLOSED SESSION

John Pinkney, Interim City Attorney

5. PUBLIC COMMENTS, CORRESPONDENCE, APPOINTMENTS, AND REPORTS

5.1 **PUBLIC COMMENTS**

5.2 **CORRESPONDENCE**

5.3 **APPOINTMENTS**

5.4 **CITY COUNCIL COMMITTEE REPORTS**

5.5 **ANNOUNCEMENTS FROM CITY COUNCIL MEMBERS**

5.6 **CITY MANAGER'S REPORT**

5.7 **CITY ATTORNEY'S REPORT**

5.8 **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 Receive and File Police Department Statistics for the Month of May 2025
Recommendation: Receive and file.

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

6.3 Public Works Capital Improvement Project Tracking List
Recommendation: Receive and file.

6.4 Receive and File Code Enforcement Statistics for the Month of May 2025
Recommendation: Receive and file.

6.5 Receive and File Contracts Approved Under the City Manager's Signature Authority and Inventory Reports for May 2025
Recommendation: Receive and file.

6.6 City Council Travel and Conference Expense Report Year to Date Through May 2025
Recommendation: Receive and file.

6.7 Receive and File Animal Control Statistics for the Month of May 2025

Recommendation: Receive and file.

6.8 Accept as Complete Various Improvements Related to the Atwell Specific Plan Development and Authorize 90% Reduction of the Improvement Bonds
Recommendation: Accept as Complete Various Improvements Related to the Atwell Specific Plan Development and Authorize 90% Reduction of the Improvement Bonds

6.9 Consideration of Second Reading and Adoption of Ordinance 1609, Approving a Development Agreement By and Between the City of Banning and JDJN Enterprises, LLC, a Missouri Limited Liability Corporation
Recommendation: Waive the second reading of text in its entirety, read by title only, and adopt Ordinance 1609.

6.10 Consideration of Resolution 2025-89, Approving Final Parcel Map 38497 and Release the Map for Recordation
Recommendation: Adopt Resolution 2025-89.

6.11 Consideration of Resolution 2025-90, Authorizing Staff to Sign the Subdivision Improvement Agreement and Accept Faithful Performance and Labor and Material Bonds for Public Improvements for Street, Sewer, and Water Improvements at the Wilson Street Crossing of Smith Creek adjacent to Final Map 37389-1
Recommendation: Adopt Resolution 2025-90.

6.12 Consideration of Resolution 2025-91, Approving Amendment No. 2 to the Professional Services Agreement with Woodard and Curran in the Amount of $49,005 for Grant Management Services for the Proposition 1-Round 2 Integrated Regional Water Management Implementation Grant
Recommendation: Adopt Resolution 2025-91.

6.13 Consideration of Resolution 2025-93, Adopting the City of Banning Electric Utility 2024 Wildfire Mitigation Plan
Recommendation: Adopt Resolution 2025-93.

6.14 Consideration of Resolution 2025-94, Approving Amendment No.1 to the Professional Services Agreement with Innovative Federal Strategies, LLC to Provide Federal Legislative Advocacy and Governmental Affair Services for Two (2) Years Ending on June 30, 2027
Recommendation: Adopt Resolution 2025-94.

7. PUBLIC HEARINGS

7.1 Consideration of Resolution 2025-95, Approving a Report in Connection with the Proposed Collection on the 2025/2026 Riverside County Property Tax Roll of Delinquent Solid Waste Service Charges for Single-Family and Multi-Family Dwelling Accounts and Making a Determination of Exemption under CEQA
Recommendation: Hold the public hearing and adopt Resolution 2025-95.

7.2 Consideration of Introduction and First Reading of Ordinance 1610, Adopting the Fire Hazard Severity Zones within the City of Banning Based on Maps Provided by the California Department of Forestry and Fire Protection by Amending the Banning Municipal Code Section 8.16.020 and Chapter 15.28
Recommendation: Introduce by title only and waive further reading of Ordinance 1610.

8. REPORTS OF OFFICERS

8.1 Consideration of Resolution 2025-96, Approving a Budget Change Request related to Opportunity Village

Recommendation: Adopt Resolution 2025-96.

9. DISCUSSION ITEMS

9.1 Review and Discussion of Travel Authorization for Leroy Miller and Travel Authorization for Colleen Wallace to League of California Cities Annual Conference in Long Beach, CA.
Recommendation: Direct Staff to process the Travel Authorization for Leroy Miller and Travel Authorization for Colleen Wallace to League of California Cities Annual Conference in Long Beach, CA in the amount of $1,692.32 each.

10. 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. Contractor(s) to do Citywide Cleanup (Flynn)
5. RFP for City Manager (Wallace)
6. Update on Electric Billing (Miller)
7. Review and Update Council Travel Policy (Flynn)
8. Acting City Manager Evaluation (Miller)

11. ADJOURNMENT

Next Regular Meeting – July 8, 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

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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.

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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**
MEETING DATE:	**June 24, 2025**
SUBJECT:	**Proclamation - Parks and Recreation Month**

RECOMMENDATION:

Proclaim July 2024 as Parks and Recreation Month

BACKGROUND:

July of 2025 is the 40th year of marking July as Parks and Recreation Month. It is an opportunity to celebrate all things Parks and Recreation and the value it provides to a community, State and Country. Staff will give a quick presentation on Parks and Recreation Activities scheduled in Banning in the month of July.

Council to Proclaim July 2025 as Parks and Recreation Month

JUSTIFICATION:

N/A

FISCAL IMPACT:

None

ALTERNATIVES:

N/A

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Proclamation - Parks and Recreation Month.pdf

CITY OF BANNING
OFFICE OF THE MAYOR

Proclamation

WHEREAS *parks and recreation programs are an integral part of communities throughout this country, including the City of Banning; and*

WHEREAS *parks and recreation services are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and*

WHEREAS *parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and*

WHEREAS *parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and*

WHEREAS *parks and recreation areas are fundamental to the environmental well-being of our community and the City of Banning offers a variety of parks and recreation opportunities designed for all ages and interests, including popular special events, recreation, athletic programs, and Senior Services; and*

WHEREAS *the City of Banning Parks and Recreation has planned activities in July such as a July 4th Celebration, Day Camps, Learn to Swim programs, Dive in Movies, a Youth Soccer Clinic, Classes and much more; and*

WHEREAS *the U.S. House of Representatives has designated July as Parks and Recreation Month; and*

WHEREAS *the City of Banning recognizes the benefits derived from parks and recreation resources.*

NOW THEREFORE*, the City of Banning City Council do hereby proclaim:*

Parks and Recreation Month
July 2025

in the City of Banning and encourage the citizens of our community to join us in this special observance.

BE IT PROCLAIMED *this 24th day of June, 2025.*

Sheri Flynn, Mayor

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Robert Fisher, Acting City Manager**
PREPARED BY:	**Brandon Smith, Lieutenant** **Vincent Avila, Chief of Police**
MEETING DATE:	**June 24, 2025**
SUBJECT:	**Receive and File Police Department Statistics for the Month of May 2025**

RECOMMENDATION:

Receive and file.

BACKGROUND:

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

JUSTIFICATION:

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

FISCAL IMPACT:

None.

ALTERNATIVES:

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

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Group A Offense Report May 2025.pdf
2. Police Stats May 2025.pdf

Group A Offense Report

Beginning Date: 05/01/2025 **Ending Date: 05/31/2025**

Agency: BANNING PD

Offense	Reported in 2025	Reported in 2024	Percent Change	Offenses Cleared	Percent Cleared	Percent Of Category	Rate Per 100,000*
Murder	0	2	-100.00%	0	0.00%	0.00%	0.00
Negligent Manslaughter	0	0	NA	0	0.00%	0.00%	0.00
Justifiable Homicide	0	0	NA	0	0.00%	0.00%	0.00
Non-consensual Sex Offenses:							
Rape	2	1	100.00%	0	0.00%	11.11%	6.25
Sodomy	0	0	NA	0	0.00%	0.00%	0.00
Sexual Assault with Object	0	1	-100.00%	0	0.00%	0.00%	0.00
Fondling	0	0	NA	0	0.00%	0.00%	0.00
Aggravated Assault	2	13	-84.62%	2	100.00%	11.11%	6.25
Simple Assault	13	5	160.00%	9	69.23%	72.22%	40.63
Intimidation	0	0	NA	0	0.00%	0.00%	0.00
Kidnapping/Abduction	1	1	0.00%	0	0.00%	5.56%	3.13
Consensual Sex Offenses:							
Incest	0	0	NA	0	0.00%	0.00%	0.00
Statutory Rape	0	0	NA	0	0.00%	0.00%	0.00
Human Trafficking, Commercial Sex Acts	0	0	NA	0	0.00%	0.00%	0.00
Human Trafficking, Involuntary Servitude	0	0	NA	0	0.00%	0.00%	0.00
Crimes Against Persons Total	**18**	**23**	**-21.74%**	**11**	**61.11%**	**32.73%**	**56.25**
Robbery	0	0	NA	0	0.00%	0.00%	0.00
Burglary/Breaking & Entering	4	2	100.00%	1	25.00%	15.38%	12.50
Larceny/Theft Offenses	9	10	-10.00%	2	22.22%	34.62%	28.13
Motor Vehicle Theft	5	2	150.00%	0	0.00%	19.23%	15.63
Arson	0	0	NA	0	0.00%	0.00%	0.00
Destruction Of Property	5	7	-28.57%	1	20.00%	19.23%	15.63
Counterfeiting/Forgery	1	0	NA	1	100.00%	3.85%	3.13
Fraud Offense	1	1	0.00%	1	100.00%	3.85%	3.13
Embezzlement	0	1	-100.00%	0	0.00%	0.00%	0.00
Extortion/Blackmail	0	0	NA	0	0.00%	0.00%	0.00
Bribery	0	0	NA	0	0.00%	0.00%	0.00
Stolen Property Offenses	1	0	NA	0	0.00%	3.85%	3.13
Crimes Against Property Total	**26**	**23**	**13.04%**	**6**	**23.08%**	**47.27%**	**81.25**
Drug/Narcotic Violations	6	2	200.00%	6	100.00%	54.55%	18.75
Drug Equipment Violations	4	1	300.00%	4	100.00%	36.36%	12.50
Gambling Offenses	0	0	NA	0	0.00%	0.00%	0.00
Pornography/Obscene Material	0	0	NA	0	0.00%	0.00%	0.00
Prostitution	0	0	NA	0	0.00%	0.00%	0.00
Weapons Law Violation	1	5	-80.00%	1	100.00%	9.09%	3.13
Animal Cruelty	0	0	NA	0	0.00%	0.00%	0.00
Crimes Against Society Total	**11**	**8**	**37.5%**	**11**	**100%**	**20%**	**34.38**
Total Group "A" Offenses	**55**	**54**	**1.85%**	**28**	**50.91%**	**100%**	**171.88**

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

* Adjusted population base: 32,000

BANNING POLICE DEPARTMENT
MAY, 2025

CRIME	May-25	May-24	% CHGE	YTD-25	YTD-24	% CHGE
PART 1 CRIMES						
Homicide	0	2	-100%	1	3	-67%
Rape	2	1	100%	3	3	0%
Robbery	0	0	0%	4	1	300%
Assaults Agg/Simp	15	18	-17%	71	96	-26%
Burglary	4	2	100%	13	56	-77%
Vehicle Theft	5	2	150%	29	30	-3%
Larceny	9	10	-10%	47	99	-53%
OTHER						
Narcotics	2	2	0%	26	29	-10%
DUI	2	2	0%	12	8	50%
T/C Non-Injury	4	4	0%	60	66	-9%
T/C Injury	4	4	0%	21	24	-13%
T/C Fatal	0	0	0%	0	0	0%
Transient Calls	212	166	28%	268	228	18%
Unattended Death	3	3	0%	19	14	36%
Battery 242 PC	5	3	67%	14	11	27%
Shooting 246 PC	0	0	0%	4	1	300%
Citations	186	115	62%	525	350	50%
Total Incidents	3330	3172	5%	14612	14293	2%

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Robert Fisher, Acting City Manager**
PREPARED BY:	**Caroline Patton, Administrative City Clerk** **Todd Hopkins, CalFire Division Chief**
MEETING DATE:	**June 24, 2025**
SUBJECT:	**Receive and File Fire Protection Services Statistics for the Month of May 2025**

RECOMMENDATION:

Receive and file.

BACKGROUND:

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

JUSTIFICATION:

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

FISCAL IMPACT:

None

ALTERNATIVES:

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

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. jurisreport_banning.pdf

Riverside County Fire Department/ CAL FIRE

Jurisdiction Summary for City of Banning

Bill Weiser

Fire Chief

5/1/2025 to 5/31/2025

Incident Response Activity

***At least 1 Resource Dispatched**

Incident Type	#
False Alarm	29
Medical	418
Other Fire	2
Other Misc	2
Public Service Assist	28
Res Fire	1
Standby	4
Traffic Collision	17
Vehicle Fire	1
Wildland Fire	3
Incident Total	**505**

Average Enroute to On-Scene Time

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

<5 Minutes	273
+5 Minutes	72
+10 Minutes	4
+20 Minutes	3
Average Min	4.35
% 0 to 5 Min	77.56

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

Transport

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

	0
Total:	**0**

Mutual Aid

***Unit responses**

Jurisdiction Units Responses

Engine	351
Total:	**351**

Mutual Aid Given

Engine	190
Total:	**190**

Mutual Aid Received

	25
Brush	11
Chief	14
Engine	211
Patrol	16
PIO	4
Squad	33
Truck/Quint	9
Water Tender	1
Total:	**324**

Truck Report

MRFT1 recorded 9 responses in City of Banning from 5/1/2025 1:40:09 PM to 5/31/2025 1:40:09 PM

Significant Incidents

25CARRU074290 5/9/2025 1:15:00AM	CAL FIRE / Riverside County Fire Department responded to multiple reports of a structure fire at Repplier Park in the City of Banning. The first arriving Chief Officer reported a single-story abandoned structure well involved with fire. The building which was formerly the Banning Boy Scouts Club sustained major damage, and the fire was brought under control within approximately one hour. There were no reported injuries to civilians or firefighters.
25CARRU083459 5/25/2025 3:18:00PM	CALFIRE/Riverside County Fire Department responded to a report of smoke along the south side of the railroad tracks, East of Highland Springs on-ramp. First arriving engine company found a 100ft x 100ft spot, south of the tracks in the wash. The crew also noticed a number of homeless persons leaving the area of the fire. Crews were able to quickly stop the forward progress of the fire, keeping it to the original 100'x100'. Crew remaining on scene for one hour to provide 100% mop-up.

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Robert Fisher, Acting City Manager**
PREPARED BY:	**Art Vela, Public Works Director**
MEETING DATE:	**June 24, 2025**
SUBJECT:	**Public Works Capital Improvement Project Tracking List**

RECOMMENDATION:

Receive and file.

BACKGROUND:

To keep the City Council and the public informed of the progress and status of various capital improvement projects, staff has prepared the attached Public Works CIP Tracking List, which will be updated and presented on a monthly basis.

The tracking list includes planning, environmental, design, and construction contracts previously approved by the City Council and/or the City Manager's Office and currently managed by the Public Works Department.

JUSTIFICATION:

This recurring item is provided to keep the City Council and the public apprised of progress on certain projects.

FISCAL IMPACT:

Not applicable.

ALTERNATIVES:

Not applicable.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. CIP Tracking June 2025.pdf

PUBLIC WORKS CAPITAL IMPROVEMENT PROJECTS (CIP) TRACKING SHEET

Category	Project #	Project Name	Phase	% Completed	Tasks Completed	Current Tasks	Future Tasks	Tentative Completion Date	Project Budget
Streets	2023-17	Hargrave Grade Separation	PA&ED	3%	Contract execution; project kickoff, grant reporting.	Agreements with Caltrans and UPRR; Basis of Design document sent to all stakeholders for approval.	Caltrans DEER exception. Environmental work.	12/30/27	$ 8,300,000
Streets	-	Highland Springs Avenue Interchange	PA&ED	35%	Highway Safety Manual segmentation existing condition; aerial topo mapping; traffic volume report; Environmental Purpose/Need Statement; Air/Noise memos; VMT Methodology Memo; DDI Exclusion Memo; ROW Data Sheets;	Geometric development; utility agency data collection; Traffic Operations Analysis Report; Enviro. Technical Reports; HSM Analysis Memo; Geotech Reports; Prelim Drainage Reports;	Design Standard Risk Assessment; Value Analysis Report; Geometric Approval Document; R/W Data Sheets; Transp. Management Plan	8/1/25	$ 2,900,000
Streets	2020-04	Sun Lakes Blvd Extension	CEQA, PS&E	92%	Council has approved a redesign in order to comply with Kinder Morgan's requirements.	Webb to submit signed 100% Plans. Finalize Easement Documents and Environmental Permitting	Prepare Bid Documents	12/1/26	$ 1,248,026
Streets	-	Traffic Signalization of 8th Street/I-10 Interchange	Design/Permits	90%	Design well underway. Submittal of encroachment permit application to Caltrans. Caltrans approval on TOAR and concepts.	Design drawings have been resubmitted to Caltrans and awaiting a response. Negotiations with private owners for ROW acquisition.	Resubmitted to Caltrans if needed. Caltrans encroachment permit issuance. Property acquisition (private party task)	12/1/25	$ 1,081,000
Streets	2022-05	HSIP Cycle 10 Omar/Ramsey Intersection Improvements	Construction	0%	Project Approved for Funding by the State. Proposal solicitation. Contract award.	Schedule pre-construction meeting for end of June	Start construction	7/30/25	$ 59,698
Streets	2023-04	HSIP Cycle 10 Ramsey Street Pedestrian Safety Improvements	Construction	0%	Project Approved for Funding by the State. Project Awarded.	Project needs to rebid. Bids came in higher than Engineer's Cost Estimate	Award Contract	7/30/25	$ 64,780
Streets	2023-09	HSIP Upgrade 17 Traffic Signals Hardware	PS&E	85%	Project approved for funding by Caltrans	STC Traffic Working on 90% Plans Submittal and Caltrans Approval	100% Plans Submittal and Approval	12/1/25	$ 433,900
Streets	2023-10	HSIP Pedestrian Crossings Upgrades at 19 Intersection	PS&E	5%	Project approved for funding by Caltrans	RFP Sent to Purchasing for Advertising	Award Contract	12/1/25	$ 585,000
Streets	2023-11	HSIP Wilson St & 12 St Intersection Upgrade	PS&E	2%	Project approved for funding by Caltrans	Preparing RFP Documents for Design Services	Send to purchasing for advertising	12/1/25	$ 277,000
Streets	2023-05	San Gorgonio/UPRR Pedestrian Crossing	Design	95%	Amendment 2 CC Approval. 65% Plans complete	Final Plans approved by UPRR, CUPC and Caltrans. GO 88-B approved	Approve C&M Agreement. Prepare Bid Documents	12/1/25	$ 230,000
Facility	2021-06	CNG Station	Design-Build	50%	Grading, wall footing, equipment pads and some underground piping. Underground utility installation; coordination with Gas Co., concrete pads, block wall, time fill posts.	Gas company service work, finalizing concrete work, installation of equipment.	Installation of electrical equipment, gas meter set, generator installation, compressor installation	11/1/25	$ 4,888,261
Facility		City Hall Roof Repairs - Phase 2	Design/Bid	10%	Scope identification - Roof/leak repairs on flat roof section over remainder of City Hall	Preparation of RFP	Award, Construction	6/30/25	$ 275,000
Facility	2024-02	City Hall West Side Workspace Reconfiguration	Construction	100%	Removal of cubicles, removal of flooring, close off existing hallway door, installation of flooring and new office spaces and furniture	Completed. Notices of Completion recorded. Issue retention in 35 days	Complete punch list and close out project.	2/28/25	$ 300,000
Facility	2023-16	Opportunity Village Sound Wall	Design	95%	Project kicked off.	100% Plans approved by City. Waiting on Caltrans approval and Encroachment	Final Plans.	12/1/25	$ 103,486
Water	2018-02W-2	New Domestic Water Well C8 (Phase 2: Well Equipping and Site Development)	Construction	10%	Project was awarded, an NTP was issued followed by pre-con meeting and submittal reviews.	Along with material submittal reviews and procurement, grading and underground piping installation remains work-in-progress.	Continue site grading and installation of underground piping/structures.	9/30/25	$ 3,774,100
Water	2023-15W	Ramsey Street Water Line	Construction	99%	16" DIP for the actual mainline alignment has been completed and tested. Services installed.	Construction completed. CO negotiations completed. Issue final payment	CC Notice of Completion	5/24/25	$ 1,199,106
Water	2022-07W	Well M12A (Phase 2: Well Equipping an Site Development)	Construction	5%	Project was awarded, a NTP was issued followed by pre-con meeting and submittal reviews.	Along with material submittal reviews and procurement, site surveying and clearig and grubbing has begun.	Site grading and installation of underground piping/structures.	9/30/25	$ 2,684,990
Water	20254-08W	Banning Canyon Stormwater Repairs	Construction	40%	Held pre-con and issued a NTP to Weaver Grading.	Grading (dredging) of the percolation ponds is underway.	Grading/restoration	7/31/25	$ 563,310
Wastewater	2022-01WW	Wastewater Treatment Plant and Recycled Water Improvements	Phase 1 (Design)	10%	Executed DBIA Agreement (545) and General Conditions (535). Phase 1 (design) kick-off meeting was held on 4.21.2025.	Technical design workshops are being held roughly every 3-weeks. All requested data e.g., as-builts, shop drawings of the existing plant's equipment etc., and sanitary sewer strength (influent/effluent) samples are being tested for design purposes.	Data collection, field surveys, preliminary design report and continuation of technical workshops with the City.	4/30/26	$ 4,398,490

Wastewater	2020-08WW	WWTP Equalization Basin	Design/CEQA	90%	Completed 60% drawings, 90% drawings are in reviewed.	Development of 100% drawings; working with EPA on grant funding.	Submittal of 100% drawings; Approval to proceed with grant expenditures; Invitation for Bids	8/1/25	$ 362,866
Recycled Water	2024-1RW	Charles Street and Lincoln Street Booster Station and Reservoirs	Construction	10%	Project was awarded, a NTP was issued followed by pre-con meeting and submittal reviews.	Mass Grading of both sites is complete. Contractor working on Storm Drain and Staking for buildings. Long lead materials submittals have been approved.	Underground piping followed by fore-bay tanks and building improvements.	2/1/26	$ 10,160,200
Recycled Water	2023-06RW	Lions Park Non-Potable Water Conversion	Design	100%	Project Awarded. Kick Off Meeting. Surveying and utility research	Bid package being reviewed by PW for advertising	Award project	12/1/25	$ 98,500
Electric		Sun Lakes Blvd Extension	PS&E	90%	Full redesign completed and in review	Development of 100% drawings and prepare bid package to include with larger Public Works project.	Prepare bid documents, construction cost estimate and invitation for bid.	12/1/26	$ 75,700
Electric		Robertson's Ready Mix Pole Relocation	Construction	0%	Line Extension Agreement approved by City Council. Additional comments provided by Robertson's Ready Mix	Update agreement and resubmit for City Council approval	Collect deposits from Robertson's Ready Mix and order materials for construction and schedule installation	3/30/26	$ 425,000
Electric		12kV Reconductor on Barbour St at Hathaway	PS&E	90%	Design has been completed for the project	Plan in review with management	Include project in budget cycle for 2025/26; Order materials for construction and schedule installation	12/30/25	$ 100,000

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Robert Fisher, Acting City Manager**

PREPARED BY: **Kristine Gutierrez, Community Development Operations Manager**
Vincent Avila, Chief of Police

MEETING DATE: **June 24, 2025**

SUBJECT: **Receive and File Code Enforcement Statistics for the Month of May 2025**

RECOMMENDATION:

Receive and file.

BACKGROUND:

The City's Code Enforcement Division ("Code") is responsible for enforcement of the Banning Municipal Code and state and federal laws, as applicable. Typical code enforcement duties and responsibilities include pursuing the abatement of unsafe buildings, unpermitted land use, business without a license, construction without permit, and unregistered food vendors. Additionally, Code is responsible for compliance with weed abatement, which involves patrol, investigation, noticing, enforcement, and remediation of vacant lots.

Code is currently overseeing 398 open cases, including 49 cases opened during the month of May 2025. Below is a summary of cases during the month of May 2025.

	Month	YTD
New Cases Opened	49	160
Total Cases Open (includes previous years)	398	N/A
Notice of Violations issued	119	491
Violations Resolved	113	553
Citations Issued	7	37
Field Inspections completed	97	477
Fee's Collected (Citations)	$ 0.00	$ 1,946.67
Red Tagged Properties	3	15
Abandoned Vehicles Abated (AVA Program)	0	0
Weed Abatement Cost Recovery Received	$ 0.00	$ 90,935.03
72 Hour Parking Notice of Violation (CVC 22651 (K))	0	3
Unhoused Encampments (Tagged- Notice to Vacate) PC 602	3	8
Unhoused Encampments (Removed/Cleaned)	3	8

JUSTIFICATION:

Monthly activity reports are provided for informational purposes.

FISCAL IMPACT:
Not applicable.

ALTERNATIVES:
Direct staff to provide additional information on the case data.

BUDGETED?:
Yes

CONTRACT/AGREEMENT:
No

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Robert Fisher, Acting City Manager**
PREPARED BY:	**Barbara Mason, Chief Procurement Officer** **Barbara Mason, Chief Procurement Officer**
MEETING DATE:	**June 24, 2025**
SUBJECT:	**Receive and File Contracts Approved Under the City Manager's Signature Authority and Inventory Reports for May 2025**

RECOMMENDATION:

Receive and file.

BACKGROUND:

Per Purchasing Policy B-30, 3-105(5), written notification by the Purchasing Officer of all City Manager approved contracts will be provided quarterly to the City Council for review, and 16-107(3), The City Manager, or his designated representative, shall make a monthly written report to the City Council as to all Change Orders approved by the City Manager during the month, and of all possible future Change Orders that may appear probable prior to the next monthly report. At a minimum, the City Manager shall provide the Council with the name and nature of the contract, all Change Orders approved during that month, the reason for the Change Orders, the cumulative amount of the Change Orders for that contract, and any additional information the Council requests.

JUSTIFICATION:

While the policy requires contracts signed under the City Manager's signature authority to be submitted to City Council on a quarterly basis, it is staff's intent to submit these reports on a monthly basis to provide continuity with other monthly reports submitted to Council.

FISCAL IMPACT:

None

ALTERNATIVES:

Failure to provide this report to the City Council would result in the City being out of compliance with Purchasing Policy B-30,3-105(5).

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. 2025-06 June 2025 Executed Contract Below $25K for May 2025.pdf

Contracts Approved Within City Manager Signature Authority

FOR MONTH OF JUNE 2025					
City Manager Approval Date	Vendor Name	Description of Item/Service	Contact Award Total	Department/ Division	Comments
5/2/2025	Vector Resources, Inc. dba Vectorus	Repplier Park Light Pole Camera Repair	8,500.00	CS - Parks	CUPCCAA Contract
5/5/2025	H & L Charter Co., Inc	La Brea Tar Pits OEP Trip	1,600.00	CS - Parks	Outdoor Grant
5/6/2025	H & L Charter Co., Inc	Palm Springs Aerial Tram Trip	2,386.25	CS - Parks	Outdoor Grant
5/15/2025	H & L Charter Co., Inc	Aquarium of the Pacific Trip	2,480.00	CS - Parks	Outdoor Grant
5/19/2025	Renov8ion Inc	Repairs-Slide stairs and Posts - Reapplier Aquatic	16,765.00	CS - Parks	CUPCCAA Contract

Change Orders Approved Within City Manager Signature Authority					
FOR MONTH OF JUNE 2025					
Date	Vendor Name	Description of Item/Service	Contact Award Total	Change Order	Comments
5/21/2025	Bell Roof Company	City Hall Roof Repair	$90,545.00	2,725.00	CUPCCAA Contract

INVENTORY PURCHASES OVER $25K					
FOR MONTH OF JUNE 2025					
Date	Vendor Name	Description of Item/Service	Amount	Department	Comments
5/7/2025	OneSource Distributors	Transformers - Padmount 50 & 75kVA - Restock for Tri-Point Homes	57,756.16	PW - Electric	Reso 2024-101
5/14/2025	OneSource Distributors	1/0 AL 220 MIL Cable	1,358.09	PW - Electric	Increase to original order

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Robert Fisher, Acting City Manager**
PREPARED BY:	**Barbara Mason, Chief Procurement Officer** **Barbara Mason, Chief Procurement Officer**
MEETING DATE:	**June 24, 2025**
SUBJECT:	**City Council Travel and Conference Expense Report Year to Date Through May 2025**

RECOMMENDATION:

Receive and file.

BACKGROUND:

The City Council attends many events, conferences, and training sessions while serving the City of Banning. The rules for these events and expenses are enforced by the Reimbursement Policy for Elected and Appointed Officials as well as by Policy E-3 Travel and Meeting Policy.

JUSTIFICATION:

As part of the Reimbursements Policy for Elected and Appointed Officials each official must briefly report on outside meetings, and all City reimbursement expenditures are subject to disclosure under the Public Records Act and other applicable laws. This monthly report will enable the City to comply with this requirement.

FISCAL IMPACT:

All expenditures under this category are from account 001-1000-411.23-05. As of May 31, 2025, the total charges expensed to this account is $17,535.12.

ALTERNATIVES:

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

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. CC Travel Expenses

CITY COUNCIL TRAVEL AND CONFERENCE BUDGET FY2024-2025

ACCOUNT 001-1000-411.23-05

AS OF MAY 31, 2025

BUDGET	$	31,500.00
WALLACE	$	4,977.58
SANCHEZ	$	1,012.49
FLYNN	$	4,573.20
BARRINGTON	$	1,998.56
MILLER	$	1,851.03
ROYCE	$	3,122.26
TOTAL EXPENSES	$	17,535.12
BALANCE AVAILABLE	$	13,964.88

TRAVEL AND CONFERENCE FY 2024-2025

WALLACE **C00013** **Expenses posted as of 5/31/25**

Expense Date	Event Date	Authorizatio	Name of Event	Additional	Location	Amount
7/12/2024	7/17/2024		Banning Sunrise Breakfast	Banning Chamber	Banning	25.00
7/23/2024	8/21/2024		Chad Bianco Luncheon		Morongo	85.00
7/31/2024			July 2024 Mileage			54.61
8/1/2024	8/8/2024		Riverside County Women's Leadership Conference		Corona	100.00
8/22/2024	9/26/2024		Calimesa State of the City		Calimesa	75.00
8/31/2024			August 2024 Mileage			102.51
9/19/2024	9/19/2024		Beaumont State of the City		Beaumont	75.00
9/24/2024	10/10/2024		San Jacinto State of the City		San Jacinto	71.21
9/30/2024			September 2024 Mileage			41.47
10/8/2024	12/12/2024		Regional City Managers Presentation		Beaumont	25.00
10/16/2024	10/16-10/18/2024	TV2458	League of California Cities Annual Conference	Meal Per Diem	Long Beach	115.25
10/16/2024	10/16-10/18/2024	TV2458	League of California Cities Annual Conference	Mileage	Long Beach	116.83
10/18/2024	10/16-10/18/2024	TV2458	League of California Cities Annual Conference	Hotel & Parking	Long Beach	605.41
10/22/2024	10/16-10/18/2024	TV2458	League of California Cities Annual Conference	Hotel & Parking	Long Beach	26.01
10/24/2024	11/14/2024		League of California Cities - Riverside Divisional Meeting		Moreno Valley	60.00
10/25/2024	11/7/2024		Hemet State of the City		Hemet	75.00
10/31/2024			October 2024 Mileage			93.47
11/8/2024	12/12/2024		Pass EDA Presentation		Beaumont	25.00
11/11/2024	1/29-1/31/2025	TV25C7	League of California Cities Mayor & Council Academy	Registration	Garden Grove	675.00
11/30/2024			November Mileage			126.16
12/4/2024	12/3-12/7/2024	TV25A1	League of California Cities Leadership Committee	Meal Per Diem	Napa	135.25
12/4/2024	12/3-12/7/2024	TV25A1	League of California Cities Leadership Committee	Rental Car Fuel	Napa	120.31
12/4/2025	1/23-1/25/2025	TV25E5	League of California Cities Policy Committee Meeting	Rental Car Fuel	Sacramento	109.01
12/30/2024			December Mileage			55.81
12/31/2024	12/3-12/7/2024	TV25A1	League of California Cities Leadership Committee	Rental Car	Napa	261.83
1/10/2025	1/13/2025		League of California Cities - Riverside Divisional Meeting		Desert Hot Springs	60.00
1/23/2025	1/23-1/25/2025	TV25E5	League of California Cities Policy Committee Meeting	Meal Per Diem	Sacramento	85.50
1/24/2025	4/23-4/25/2025	TV25H1	League of California Cities - City Leadership Summit	Registration	Sacramento	650.00
1/29/2025	1/29-1/31/2025	TV25C7	League of California Cities Mayor & Council Academy	Meal Per Diem	Garden Grove	131.25
1/29/2025	1/29-1/31/2025	TV25C7	League of California Cities Mayor & Council Academy	Mileage	Garden Grove	96.60
1/31/2025	1/23-1/25/2025	TV25E5	League of California Cities Policy Committee Meeting	Rental Car	Sacramento	131.30
4/30/2025	4/23-4/25/2025	TV25H1	League of California Cities - City Leadership Summit	Rental Car	Sacramento	262.95
4/23/2025	4/23-4/25/2025	TV25H1	League of California Cities - City Leadership Summit	Meal Per Diem	Sacramento	190.50
5/1/2025	5/1-5/2/2025	TV25J1	SCAG Regional Conference Transportation Committee Member	Meal Per Diem	Palm Desert	51.00
5/2/2025	5/1-5/2/2025	TV25J1	SCAG Regional Conference Transportation Committee Member	Meal Per Diem	Palm Desert	(27.00)
5/2/2025	4/23-4/25/2025	TV25H1	League of California Cities - City Leadership Summit	Rental Car Fuel	Sacramento	90.34
			Total Expenses			4,977.58

TRAVEL AND CONFERENCE FY 2024-2025

SANCHEZ **C00016** **Expenses posted as of 5/31/25**

Expense Date	Event Date	Authorization No.	Event	Additional Description	Location	Amount
8/6/2024	8/14/2024		State of the 5th District		Morongo	$ 100.00
9/19/2024	9/19/2024		Beaumont State of the City		Beaumont	$ 75.00
10/16/2024	10/16-10/18/24	TV2460	League of California Cities Annual Conference	Meal Per Diem	Long Beach	$ 115.25
10/16/2024	10/16-10/18/24	TV2460	League of California Cities Annual Conference	Mileage	Long Beach	$ 116.83
10/18/2024	10/16-10/18/24	TV2460	League of California Cities Annual Conference	Hotel & Parking	Long Beach	$ 605.41
			Total Expenses			$ 1,012.49

TRAVEL AND CONFERENCE FY 2024-2025

FLYNN **C00020** **Expenses posted as of 5/31/25**

Expense Date	Event Date	Authorization No.	Event	Additional Description	Location	Amount
7/8/2024	7/8/2024		Cal Cities Riverside Division Meeting		Calimesa	60.00
7/23/2024	8/21/2024		Chad Bianco Luncheon		Morongo	85.00
7/23/2024	8/14/2024		State of the 5th District		Morongo	100.00
7/31/2024			July Mileage			14.67
8/22/2024			Calimesa State of the City		Calimesa	75.00
9/24/2024			San Jacinto State of the City		San Jacinto	71.21
10/16/2024	10/16-10/18/2024	TV2459	League of California Cities Annual Conference	Meal Per Diem	Long Beach	115.25
10/16/2024	10/16-10/18/2024	TV2459	League of California Cities Annual Conference	Mileage, Add'l Parking, Toll Roads	Long Beach	131.33
10/18/2024	10/16-10/18/2024	TV2459	League of California Cities Annual Conference	Hotel & Parking	Long Beach	555.41
10/18/2024	10/16-10/18/2024	TV2459	League of California Cities Annual Conference	Hotel & Parking	Long Beach	50.00
11/8/2024	12/12/2024		Pass EDA Regional City Manager Presentation		Beaumont	25.00
11/8/2024			League of California Cities - Webinar		Online	25.00
11/11/2024	1/29-1/31/2025	TV25C8	League of California Cities Mayor & Council Academy	Registration	Garden Grove	675.00
12/31/2024			December Mileage			15.08
1/10/2025	1/13/2025		League of California Cities - Riverside Divisional Meeting		Desert Hot	60.00
1/24/2025	4/23-4/25/2025	TV25G9	League of California Cities - City Leadership Summit	Registration	Sacramento	650.00
1/29/2025	1/29-1/31/2025	TV25C8	League of California Cities Mayor & Council Academy	Meal Per Diem	Garden Grove	131.25
1/29/2025	4/23-4/25/2025	TV25G9	League of California Cities - City Leadership Summit	Airfare	Sacramento	308.96
1/29/2025	1/29-1/31/2025	TV25C8	League of California Cities Mayor & Council Academy	Mileage, Toll Roads, Meal Ded	Garden Grove	84.55
1/31/2025			January Mileage			32.23
4/23/2025	4/23-4/25/2025	TV25G9	League of California Cities - City Leadership Summit	Meal Per Diem	Sacramento	163.75
4/25/2025	5/18-5/20/2025	TV25M7	ICSC 2025 Convention	Airfare	Las Vegas	333.95
4/25/2025	5/18-5/20/2025	TV25M7	ICSC 2025 Convention	Meal Per Diem	Las Vegas	215.00
5/1/2025	4/23-4/25/2025	TV25G9	League of California Cities - City Leadership Summit		Sacramento	91.68
5/1/2025			February - May Mileage			75.53
5/1/2025	5/1-5/2/2025	TV25I6	SCAG Regional Conference	Meal Per Diem	Palm Desert	51.00
5/1/2025	5/1-5/2/2025	TV25I6	SCAG Regional Conference	Hotel & Mileage less 1 meal	Palm Desert	263.53
5/20/2025	5/18-5/20/2025	TV25M7	ICSC 2025 Convention	Parking & Mileage	Las Vegas	113.82
			Total Expenses			4,573.20

TRAVEL AND CONFERENCE FY 2024-2025

BARRINGTON **C00021** **Expenses posted as of 5/31/25**

Expense Date	Event Date	Authorizatio	Event	Additional Description	Location	Amount
12/9/2024	1/29-1/31/2025	TV25D3	League of California Cities Mayor & Council Academy	Registration	Garden Grove	675.00
1/24/2025	4/23-4/25/2025	TV25H3	League of California Cities - City Leadership Summit	Registration	Sacramento	650.00
1/29/2025	1/29-1/31/2025	TV25D3	League of California Cities Mayor & Council Academy	Meal Per Diem	Garden Grove	131.25
1/29/2025	4/23-4/25/2025	TV25H3	League of California Cities City Leader Summit	Airfare	Sacramento	308.96
1/29/2025	1/29-1/31/2025	TV25D3	League of California Cities Mayor & Council Academy	Mileage, Meal Ded	Garden Grove	69.60
1/29/2025	4/23-4/25/2025	TV25H3	League of California Cities City Leader Summit	Meal Per Diem	Sacramento	163.75
			Total Expenses			1,998.56

TRAVEL AND CONFERENCE FY 2024-2025

MILLER **C00022** **Expenses posted as of 5/31/25**

Expense Date	Event Date	Authorization	Event	Additional Description	Location	Amount
11/11/2024	1/29-1/31/2025	TV25D1	League of California Cities Mayor & Council Academy	Registration	Garden Grove	675.00
1/10/2025	1/13/2025		League of California Cities - Riverside Divisional Meeting		Desert Hot Springs	60.00
1/24/2025	4/23-4/25/2025	TV25H2	League of California Cities - City Leadership Summit	Registration	Sacramento	650.00
1/29/2025	1/29-1/31/2025	TV25D1	League of California Cities Mayor & Council Academy	Meal Per Diem	Garden Grove	131.25
1/29/2025	1/29-1/31/2025	TV25D1	League of California Cities Mayor & Council Academy	Mileage, Meal Ded	Garden Grove	69.60
4/30/2025	4/23-4/25/2025	TV25H2	League of California Cities - City Leadership Summit	Meal Per Diem	Sacramento	$ 163.75
4/30/2025	4/23-4/25/2025	TV25H2	League of California Cities - City Leadership Summit	Mileage, Meal Ded	Sacramento	$ 101.43
			Total Expenses			$ 1,851.03

TRAVEL AND CONFERENCE FY 2024-2025

ROYCE **C00023** **Expenses posted as of 5/31/25**

Expense	Event Date	Authorization	Event	Additional Description	Location	Amount
11/11/2024	1/29-1/31/2025	TV25C9	League of California Cities Mayor & Council Academy	Registration	Garden Grove	675.00
1/24/2025	4/23-4/25/2025	TV25H6	League of California Cities - City Leadership Summit	Registration	Sacramento	650.00
1/29/2025	1/29-1/31/2025	TV25C9	League of California Cities Mayor & Council Academy	Meal Per Diem	Garden Grove	131.25
1/29/2025	1/29-1/31/2025	TV25C9	League of California Cities Mayor & Council Academy	Mileage, Meal Ded	Garden Grove	96.60
4/30/2025	4/23-4/25/2025	TV25H6	League of California Cities - City Leadership Summit	Meal Per Diem	Sacramento	163.75
4/30/2025	5/18-5/20/2025	TV25M7	ICSC 2025 Convention	Meal Per Diem	Las Vegas	215.00
5/1/2025	4/23-4/25/2025	TV25H6	League of California Cities - City Leadership Summit	Airfare/Car Rental/Gas	Sacramento	937.47
5/1/2025	5/1-5/2/2025	TV25K5	SCAG Regional Conference Transportation Committee Member	Meal Per Diem	Palm Desert	51.00
5/20/2025	5/1-5/2/2025	TV25K5	SCAG Regional Conference Transportation Committee Member	Meal Per Diem	Palm Desert	(27.00)
5/20/2025	5/18-5/20/2025	TV25M7	ICSC 2025 Convention	Car Rental/Gas/Parking	Las Vegas	$ 229.19
			Total Expenses			$ 3,122.26

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Robert Fisher, Acting City Manager**
PREPARED BY:	**Brandon Smith, Lieutenant** **Vincent Avila, Chief of Police**
MEETING DATE:	**June 24, 2025**
SUBJECT:	**Receive and File Animal Control Statistics for the Month of May 2025**

RECOMMENDATION:

Receive and file.

BACKGROUND:

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

JUSTIFICATION:

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

FISCAL IMPACT:

None.

ALTERNATIVES:

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

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Animal Control Stats Workbook MAY 2025.pdf

BANNING POLICE DEPARTMENT
MAY, 2025

CATEGORY	May-25	May-24	% CHGE	YTD-25	YTD-24	% CHGE
Calls for Service	120	121	-1%	488	550	-11%
Animals Impounded	3	5	-40%	27	45	-40%
Animals Euthanized	0	1	-100%	6	22	-73%
Bite Reports	5	2	150%	14	14	0%
Released to Rescue	10	4	150%	41	10	310%
Collected Deceased	16	4	300%	49	38	29%
Citations Issued	0	0	0%	0	0	0%
Fees/Bills/Outside Costs	0	4241.48	-100%	0	8039.86	-100%

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, Deputy Director of Public Works

MEETING DATE: **June 24, 2025**

SUBJECT: **Accept as Complete Various Improvements Related to the Atwell Specific Plan Development and Authorize 90% Reduction of the Improvement Bonds**

RECOMMENDATION:

Accept as Complete Various Improvements Related to the Atwell Specific Plan Development and Authorize 90% Reduction of the Improvement Bonds

BACKGROUND:

City Council adopted Resolution 2024-29 on February 27, 2024 that approved Final Tract Map 37388-2 for recordation, authorized staff to sign the Subdivision Improvement Agreement, and accept Labor and Material Bonds for public improvements. These improvements were required under project conditions of approval. The improvements are related to the Atwell Development Phase 15B. This planning area has been fully developed in accordance with the approved Final Map.

JUSTIFICATION:

Staff has verified through inspections that the required public improvements were completed per City standards and specifications and recommends that City Council accept the improvements as complete and authorize the 90% bond exoneration for the following bonds:

BOND NUMBER	IMPROVEMENT
30204790	PA15B Sewer
30202739	PA15B Water and Non-Potable Water
30200449	PA15B Street
30202732	PH. 2B-1 Storm Drain

The remaining 10% of the bond amounts will remain for a period of 12 months (maintenance period) at which point the 10% balance will be released and the improvements will become City owned and maintained improvements.

Additionally, staff has verified though inspections that the required monumentation was completed per City standards and specifications and recommends that City Council accept the monumentation as complete and authorize the full 100% exoneration of the following bonds:

BOND NUMBER	IMPROVEMENT

30204793	PA15B Monumentation

FISCAL IMPACT:

After the 1-year warranty period, the City of Banning will fully assume ownership and maintenance of the public facilities constructed.

ALTERNATIVES:

Do not accept the improvement and provide direction to staff.

BUDGETED?:

No

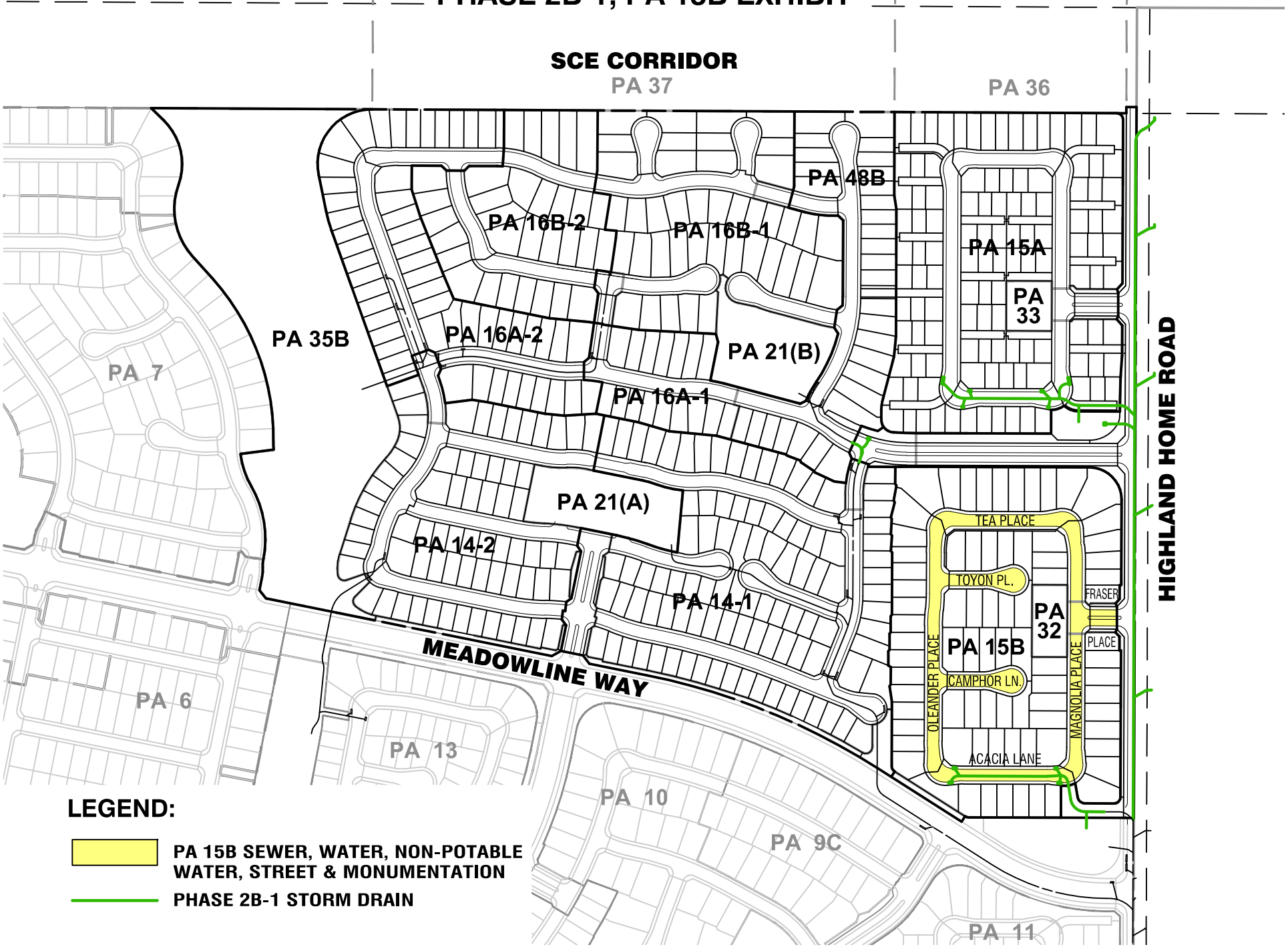
CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Bond Release Exhibit.pdf

PHASE 2B-1, PA 15B EXHIBIT



CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Robert Fisher, Acting City Manager**
PREPARED BY:	**David Newell, Community Development Director**
MEETING DATE:	**June 24, 2025**
SUBJECT:	**Consideration of Second Reading and Adoption of Ordinance 1609, Approving a Development Agreement By and Between the City of Banning and JDJN Enterprises, LLC, a Missouri Limited Liability Corporation**

RECOMMENDATION:

Waive the second reading of text in its entirety, read by title only, and adopt Ordinance 1609.

BACKGROUND:

At its regular meeting of May 13, 2025, the City Council held a public hearing and considered three applications (Case DR21-7017, TPM 38756 and a Development Agreement) for the Banning Commerce Center Project, which is a proposed industrial warehouse development of 1,320,284 square feet on 131.28-acre site located north of the I-10 freeway/E. Ramsey Street, east of N. Hathaway Street and bisected by Wilson Street. After closing the public hearing and deliberating, the Council continued the applications to its next regular meeting of May 27, 2025, when the Council voted 5-0 to approve the Project as follows:

1. Adopt Resolution 2025-59. This resolution approved the Design Review and Tentative Parcel Map applications for the Banning Commerce Center Project.
2. Adopt Resolution 2025-60. This resolution certified Banning Commerce Center Project's EIR, adopted statements of overriding considerations and established the Mitigation Monitoring and Reporting Program.
3. Introduce and conduct first reading of, by title only, Ordinance 1609: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF BANNING AND JDNJ ENTERPRISES, LLC, A MISSOURI LIMITED LIABILITY CORPORATION

This report provides for the City Council to waive further reading and adopt Ordinance 1609 for approving the Development Agreement. The ordinance shall be effective 30-days from adoption.

JUSTIFICATION:

In order to approve the Development Agreement application, the City Council is required to make findings pursuant to BZO Section 17.60.030(C) (Development Agreement). The Planning Commission recommended approval of these applications pursuant to the findings in Planning Commission Resolution 2025-04. The Council conducted a hearing on May 13, 2025 and May 27, 2025 and adopted the required findings included in the draft ordinance attached to this report.

Environmental Determination:

Second reading of Ordinance 1609 remains consistent with the Council's action to certify the EIR under

Resolution 2025-60.

FISCAL IMPACT:

Fiscal impacts will be offset by fees and improvement costs paid by the developer, including permit applications, impact fees, and roadway and other public improvements. In addition, the City will receive directly benefit financially by the following negotiated items, which are beyond the typical fees paid by a development application if the development agreement is approved:

1. $9,000,000 in payments to the City for funding transportation-related costs toward roadways/interchanges
2. $357,000 payment for per megavolt-amperes (MVA), based on the requested electrical load
3. $0.10 per sq. ft. annually (with annual CPI escalator) as part of a community facilities district to pay for on-going maintenance costs of public streets, public facilities and parks, and other related improvements and maintenance in the District; this would amount to over $132,000 in annual revenue to offset maintenance costs and other city services as specified in the CFD once established.

As noted in the fiscal impact analysis report, it is anticipated that the project would result in a net increase of recurring revenues amounting to $505,215 annually. The report cites total recurring revenues of $869,954 annually and total recurring expenditures of $364,739 annually, which results in the net increase of $505,215 to the City's annual revenues. The CFD would augment the annual revenue generated by the Project and provide an additional $132,000 annually toward maintenance and services within the boundary of the CFD once established, which further reduces impacts to the City's finances.

ALTERNATIVES:

Provide alternative direction to staff.

BUDGETED?:

No

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Ordinance 1609, Development Agreement with JDNJ Enterprises.docx
2. Draft Development Agreement
3. Aerial and Vicinity Maps
4. 05-27-2025 CC Staff Report

ORDINANCE 1609

AN ORDINANCE OF THE CITY OF BANNING, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF BANNING AND JDNJ ENTERPRISES, LLC, A MISSOURI LIMITED LIABILITY CORPORATION

WHEREAS, the City of Banning, California, ("City") is a general law city and a municipal corporation of the State of California; and

WHEREAS, Article 2.5 of Chapter 4 of Division 1 of Title 7 of the California Government Code ("Development Agreement Statute") and Chapter 17.60 of the Banning Municipal Code authorize City to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property; and

WHEREAS, JDNJ Enterprises, LLC, a Missouri Limited Liability Corporation ("Owner") is proposing to develop an approximately 1,320,284 square-foot tilt-up industrial building with on- and off-sit related improvements on approximately 131.28-acres of real property located entirely within the City of Banning, comprised of three parcels having seven Assessor's Parcel Number (Assessor's Parcel Numbers (APNs): 532-030-008, 532-030-009, 532-080-008, 532-080-010, 532-090-026, 532-090-028, 532-090-030, 532-110-015.), and more specifically depicted and described in Exhibit A (hereinafter the "Property"); and

WHEREAS, the Subject Property is, or will be made, subject to the following entitlements: Resolution No. 2025-59 approving Tentative Parcel Map No. 38756 to reconsolidate all existing parcels on the Site into two (3) parcels and Design Review No. 21-7017 for construction of one concrete tilt-up industrial building; and Resolution No. 2025-60 certifying an Environmental Impact Report (EIR), SCH Number 2022090102, Adopting Findings and a Statement of Overriding Considerations, and Adopting a Mitigation Monitoring and Reporting Program (collectively the "Entitlements"); and

WHEREAS, the Project will provide jobs and industry in the City; and

WHEREAS, the Project will provide a community benefit to the residents of the City; and

WHEREAS, the Developer is not requesting from the City, nor is the City providing, any form of financial assistance to locate, develop, construct and/or operate the Project in the City of Banning, and Developer agrees to comply with all conditions of approval; and

WHEREAS, to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Sections 65864 et seq. of the California Government Code, (the "Development Agreement Statute") which authorizes cities to enter into property development agreements with any person(s) or entity(ies) having a legal or equitable interest in real property for the development of such real property in order to establish certain development rights in the real property; and

WHEREAS, the Development Agreement is intended to provide assurances to Developer that an approved Project may proceed subject to the specified policies, rules, regulations, and conditions of approval applicable to the Project at the time of approval, regardless of any changes to City policies, rules, and regulations after project approval; and

WHEREAS, this Agreement will eliminate uncertainty in planning for and securing orderly development and occupancy of the Property, assure installation of necessary improvements, and ensure attainment of the maximum effective utilization of resources within the City at the least economic cost to its citizens; and

WHEREAS, the City Planning Commission held a public hearing on the Project on March 5, 2025 and passed a resolution recommending approval subject to certain specific recommendations; and

WHEREAS, the City prepared the Final Revised EIR (the "FEIR") and, pursuant to Public Resources Code section 21092.5, the City provided copies of the FEIR to all commenting agencies and persons requesting copies of the responses; and

WHEREAS, the City Council of the City of Banning (the "City Council"), at its regularly scheduled public meeting on May 13, 2025, held a public hearing on the Project; and

WHEREAS, based on the foregoing recitals, City has determined that this Agreement is appropriate under the Development Agreement Statute and Chapter 17.60 of the Banning Municipal Code and consistent with the policies and programs of the City of Banning General Plan, any applicable specific plan and the zoning ordinances; and

WHEREAS, this Agreement is voluntarily entered into in consideration of the benefits to and the rights created in favor of each of the parties hereto and in reliance upon the various representations and warranties contained herein; and

WHEREAS, City, as "Lead Agency" under the California Environmental Quality Act ("CEQA") and the CEQA Guidelines, has determined that the "Project," as more fully described in this Agreement, has been fully analyzed per CEQA under the FEIR for the Project dated October 2024 and all other legal prerequisites to the adoption of this Ordinance have occurred.

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

SECTION 1. RECITALS
That the above Recitals are true and correct and are incorporated as though fully set forth herein.

SECTION 2. APPROVAL OF DEVELOPMENT AGREEMENT
That the City Council hereby approves the Development Agreement by and between the City of Banning and JDNJ ENTERPRISES, LLC, A MISSOURI LIMITED LIABILITY CORPORATION ("Development Agreement"), a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference, subject to the terms and conditions stated therein.

SECTION 3. SEVERABILITY
The City Council declares that, should any provision, section, paragraph, sentence or word of this Ordinance be rendered or declared invalid by any final action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Ordinance as hereby adopted shall remain in full force and effect.

SECTION 4. EFFECTIVE DATE OF ORDINANCE
That this Ordinance shall take effect thirty (30) days after its second reading by the City Council.

SECTION 5. EFFECTIVE DATE OF DEVELOPMENT AGREEMENT
The Development Agreement shall not be executed by the City until on or after the effective date of the Ordinance.

SECTION 6. RECORDATION OF DEVELOPMENT AGREEMENT
The City Clerk is hereby directed to record the fully executed Development Agreement with the Riverside County Recorder no later than ten (10) days after its execution.

SECTION 7. CERTIFICATION
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.

PASSED, APPROVED AND ADOPTED this 24th 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 Ordinance 1609 was duly introduced at a regular meeting of the City Council of the City of Banning, held on the 27th day of May, 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

EXHIBIT A
Legal Description

EXHIBIT B
Development Agreement

RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:

CITY OF BANNING
99 E. RAMSEY STREET
BANNING, CA 92220
BANNING, CALIFORNIA
ATTN: CITY CLERK

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EXEMPT FROM RECORDING FEE PER GOVERNMENT CODE SECTION 6103

DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF BANNING

AND

JDNJ ENTERPRISES, LLC

CONCERNING

BANNING COMMERCE CENTER

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THIS DEVELOPMENT AGREEMENT (the "Development Agreement") is made and entered into this **{DATE OF AGREEMENT}**, by and between the City of Banning, a California municipal corporation (the "City"), and JDNJ Enterprises, LLC, a Missouri limited liability corporation qualified to do business in the state of California ("Developer"). City and Developer may be referred to in this Development Agreement collectively as the "Parties" or each individually as a "Party."

RECITALS

1. Article 2.5 of Chapter 4 of Division 1 of Title 7 of the California Government Code ("Development Agreement Statute") and Chapter 17.60 of the Banning Municipal Code authorizes City to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property.

2. Developer is proposing to develop an approximately 1,320,000 square-foot tilt-up industrial building consisting of 39,600 square feet of office space and 1,280,400 square feet of warehousing, and trailer parking on approximately 131.33 acres of real property located entirely within the City of Banning, comprised of three parcels having seven Assessor's Parcel Number (Assessor's Parcel Numbers (APNs): 532-030-008, 532-030-009, 532-080-008, 532-080-010, 532-090-026, 532-090-028, 532-090-030, 532-110-015.), and more specifically depicted and described in Exhibit A (hereinafter the "Site").

3. City and Developer mutually desire to enter into this Development Agreement pursuant to the Development Agreement Statute in order to implement the Project.

4. On _____, 2025, the City Council adopted Resolution No. _____ approving Tentative Parcel Map No. 38576 to reconsolidate all existing parcels on the Site into two (2) parcels; and Design Review No. 21-7017 for construction of one concrete tilt-up industrial building as described in the preceding recitals. Resolution No. _____ and any attachments and exhibits thereto is hereby incorporated by this reference.

5. For purposes of this Development Agreement, the approvals granted by Resolution No. _____ are referred to herein as the "Project Approvals."

6. On _____, 2025, the City Council adopted Ordinance No. _____ approving this Development Agreement between the City and Developer and finding this Development Agreement to be consistent with the City's General Plan and Zoning Code.

7. The terms and conditions of this Development Agreement have undergone extensive review by City staff and the City Council and have been found to be fair, just and reasonable. By electing to enter into this Development Agreement, the City agrees to bind future City Councils by the obligations specified herein and limit the future exercise of certain governmental and proprietary powers of the City; and

further finds that the best interests of the citizens of the City and the public health, safety and welfare will be served by entering into this Development Agreement.

8. As set forth in the Project Approvals and this Development Agreement, development of the Site in accordance with this Development Agreement will further important policies and goals of the City, eliminate uncertainty in planning, provide for the orderly development of the Site, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and provide substantial community benefits.

9. Developer has incurred and will in the future incur substantial costs in order to assure development of the Site in accordance with this Development Agreement, and has incurred and will in the future incur substantial costs in excess of the generally applicable requirements in order to assure vesting of legal rights to develop the Site in accordance with this Development Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties do hereby agree as follows:

AGREEMENT

SECTION 1. RECITALS

The Recitals are part of this Development Agreement and shall be enforceable as any other provision.

SECTION 2. DEFINITIONS

The following defined terms shall have the meanings set forth in this Section 2 unless a different meaning is clearly intended by the context in they are used.

A. “Development Agreement” means this Development Agreement.

B. “City” means the City of Banning.

C. “City Council” means the City Council of the City of Banning.

D. “City Manager” means the City Manager of the City of Banning.

E. “Developer” means JDN Enterprises, LLC, a Missouri limited liability corporation.

F. “Development Impact Fee Program” or “DIF Program” means City’s program of collection and use of development impact fees, including fees for Police Facilities, Fire Facilities, Parkland and Park Facilities, General City Facilities, Transportation Facilities, Wastewater Facilities, and Water Facilities (collectively “DIF”) as set forth in Banning City Council Resolutions 2019-112, as it may be amended or superseded, City’s Update of Traffic Fee Component of the Development Fee

Program dated May 2019 and Development Impact Fee Update Study, dated August 7, 2019.

G. "Effective Date" shall mean the date that Ordinance No. _____ approving this Development Agreement becomes effective.

H. "Existing Development Regulations," subject to the exclusions and reservations set forth in Section 7, means all ordinances, resolutions, codes, rules, regulations and official policies of the City in force as of the Effective Date and governing the development of the Project and use of the Site; including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, timing and phasing of development, the maximum height and size of buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications.

I. "Municipal Code" means the Banning Municipal Code, as amended from time to time.

J. "Project" means the proposed development of the Site with 1,320,284 square-foot tilt-up industrial building consisting of 39,600 square feet of office space and 1,312,284 square feet of warehousing and trailer parking in a manner consistent with the Project Approvals and the terms and conditions of this Development Agreement.

K. "Project Approvals" means EIR (XXXX), SCH Number XXXX, Tentative Parcel Map No. 38576 and Design Review No. 21-7017.

L. "Second Transportation Payment" shall have the meaning ascribed to it in Section 9(B) below.

M. "Site" means the real property that is the subject of the Project Approvals and as legally described in Exhibit A to this Development Agreement.

N. "Term" shall have the meaning ascribed to it in Section 6 below.

O. "Transfer" means any sale, lease, encumbrance, or other transfer of all or any portion of the Project or any interest therein.

P. "Transferee" means any person, partnership, limited liability company, joint venture, firm, or corporation who acquires an interest in the Site pursuant to a Transfer and assumes, or is deemed to assume, Developer's obligations hereunder with respect to such interest.

Q. "Transportation Public Benefit Fee" shall have the meaning ascribed to it in Section 9(B) below.

SECTION 3. DEVELOPER'S REAL PROPERTY INTEREST

Developer warrants and represents that, as of the Effective Date, it has or will have legal title to or an equitable interest in the Site; that it has full legal right to enter into this Development Agreement; and that the persons executing this Development Agreement on behalf of each Developer have been duly authorized to do so.

SECTION 4. RELATIONSHIP OF THE PARTIES

It is hereby specifically understood and acknowledged that the Project is a private development and that neither the City nor Developer will be deemed to be the agent of the other for any purposes whatsoever.

SECTION 5. BINDING EFFECT OF DEVELOPMENT AGREEMENT

A. Covenants, Reservations, and Restrictions. Developer hereby subjects the Project and the Property to the covenants, reservations, and restrictions as set forth in this Development Agreement. The City and Developer hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon each of Developer's successors and assigns in title or interest to the Site. The Parties hereby further declare their understanding and intent that the benefit of such covenants, reservations, and restrictions touch and concern the land by enhancing and increasing the enjoyment and use of the Site by Developer and the future occupants of the Site, the intended beneficiaries of such covenants, reservations, and restrictions, and by furthering the public purposes for which this Development Agreement is adopted. Each and every contract, deed, or other instrument hereinafter executed, covering, or conveying the Site or any portion thereof shall conclusively be held to have been executed, delivered, and accepted subject to the covenants, reservations, and restrictions expressed in this Development Agreement, regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed, or other instrument.

B. Recordation. The City Clerk shall record this Development Agreement in the Official Records of the County Recorder of the County of Riverside within ten (10) days following the Effective Date. Upon the expiration or termination of this Development Agreement and the request of Developer, the City will execute and deliver, in recordable form, an instrument confirming that this Development Agreement is of no further force or effect.

SECTION 6. TERM

The Term of this Development Agreement shall commence on the Effective Date and shall expire fifteen (15) years thereafter (the "Initial Term") unless terminated sooner as provided in this Development Agreement. Unless Developer is in default under this Agreement, the Term shall automatically be extended for an additional five (5) years if prior to the expiration of the Initial Term, the Developer has provided City with the initial Transportation Public Benefit Fee in the amount of Two Million Five Hundred Thousand Dollars ($2,500,000) as specified in Section 9.B. Unless otherwise specified in this

Development Agreement, the respective rights and obligations of the Parties hereto shall remain in full force and effect throughout the Term. Notwithstanding any provision to the contrary herein, in the event that, for any reason whatsoever, Developer fails to acquire fee simple title to the Property ("Fee Title") within 180 days following the Effective Date ("Fee Title Deadline"), Developer may elect, in its sole and absolute discretion, with the written approval of the fee title owner, and upon written notice to the City within sixty (60) days following the Fee Title Deadline, to terminate this Agreement and the Project Approvals. Effective upon such termination by Developer and fee title owner, this Agreement and the Project Approvals shall be of no further force or effect. After the Fee Title Deadline, if Developer has failed to acquire Fee Title and the fee title owner does not issue written approval of termination of this Agreement within five (5) days after the Fee Title Deadline, Developer shall no longer be subject to any of the obligations created in this Agreement or in the Project Approvals.

SECTION 7. VESTING OF DEVELOPMENT RIGHTS

A. General Statement. As a material inducement to Developer and its lenders to continue with diligent efforts to promote the development of the Property, Developer shall have the vested right to develop the Project on the Site in accordance with the terms and conditions of the Project Approvals**,** this Development Agreement, and the Existing Development Regulations, and City shall have the right to control development of the Site in accordance with the provisions of the Project Approvals**,** this Development Agreement, and the Existing Development Regulations.

B. Existing Development Regulations. In accordance with the terms of Gov. Code, § 65866, City and Developer agree the development of the Project on the Site shall be subject to all ordinances, resolutions, codes, rules, regulations and official policies of the City in force as of the Effective Date and governing the development and of the Site, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, timing and phasing of development, the maximum height and size of buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Site (collectively “Existing Development Regulations”) except as otherwise provided in this Development Agreement.

C. Exclusions and Reservations.

1. “Existing Development Regulations” excludes, and nothing in this Development Agreement shall preclude the application of, any municipal ordinance, resolution, code, rule, regulation or official policy, laws, and regulations that do not conflict with Developer’s vested rights to develop and use the Property in accordance with this Development Agreement. Developer shall comply with such nonconflicting laws and regulations as may from time to time be enacted or amended hereafter.

2. Without limitation to the foregoing exclusions or any nonconflicting law, City hereby expressly reserves its right with regarding to the Project and the Site to apply and enforce any municipal ordinance, resolution, code, rule, regulation or official policy, laws, or regulations regarding: (i) the conduct of businesses, professions, and occupations; (ii) taxes, fees, charges, and assessments; (iii) the control and abatement of nuisances; (iv) the granting of encroachment permits and the conveyance of similar rights and interests that provide for the use of or the entry upon public property; (v) the exercise of the power of eminent domain; (vi) any and all new health and safety regulations (e.g., fire, building, and seismic, plumbing, and electric codes) made applicable in the City, inclusive of any similar such codes based upon uniform codes and incorporated by reference into the Banning Municipal Code; and (vii) procedural rules of general city-wide application, provided that City agrees to nevertheless process any Minor Modifications to Tentative Parcel Map No. 38576 or Design Review No. 21-7017 pursuant to the Chapter 17.84 of the Banning Municipal Code as that Chapter reads as of the Effective Date regardless of any later Municipal Code amendment. Such Minor Modifications may include modifications which do not: (a) alter the permitted uses of the Site; (b) increase the maximum height and size of permitted buildings or structures in excess of the originally approved Project; or constitute a project requiring a subsequent or supplemental environmental impact report pursuant to Public Resources Code § 21166.

D. Superior Law. Nothing in this Development Agreement shall preclude the application to the Project and the Site of those changes in City ordinances, regulations, plans, or specifications that are: (i) specifically mandated and required by changes in state or federal laws or regulations as provided in Government Code § 65869.5 or any successor provision or provisions; (ii) required to ensure public safety and are made applicable throughout the City; or (iii) required to ensure access under the Americans with Disabilities Act. In the event such changes prevent or preclude compliance with one or more of the provisions of this Development Agreement, such provisions of this Development Agreement shall be modified or suspended or performance thereof delayed, to the extent necessary to comply with such changes in the law.

SECTION 8. DEVELOPMENT TIMING; PERMIT PROCESSING

A. Developer's Discretion. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), that failure to provide for the timing of development resulted in a later adopted initiative restricting the timing of development, it is the Parties' intent to avoid that deficiency by acknowledging and providing that Developer shall have the right (without obligation), subject to the provisions of this Development Agreement, to complete the Project in such order and at such rate and at such times as Developer deems appropriate within the exercise of its subjective business judgment.

B. Permit Processing. The City and its officers, agencies and departments shall not unreasonably delay the processing of any application for any permit or approval necessary to commence or complete the Project.

C. Provision of Real Property Interests by City. In any instance where Developer is required to construct any public improvement on land not owned by Developer, Developer shall at its sole cost and expense provide or cause to be provided, the real property interests necessary for the construction of such public improvements. In the event Developer is unable, after exercising reasonable efforts over a period of at least 180 days to acquire the real property interests necessary for the construction of such public improvements ("Offsite Interests"), and if so requested by Developer and upon Developer's provision of adequate security for costs City may reasonably incur as determined by City in its discretion, City may negotiate to attempt to purchase the Offsite Interests in order to allow Developer to construct the public improvements as required by the Project Approvals or this Development Agreement. If City is unable to acquire the Offsite Interests through a voluntary transaction, City shall consider acquiring the Offsite Interests through using its power of eminent domain to acquire such required real property interests. If City does elect in its discretion to exercise its power of Eminent domain, Developer shall pay all reasonable costs associated with such acquisition or condemnation proceedings as determined by City in its discretion and shall enter into a land acquisition agreement ("LAA") with City in a form approved by the City Attorney. The LAA shall provide among other things, that the Developer shall provide a deposit in an amount determined by the City to cover the City's staff, legal and other expenses associated with the condemnation proceedings. This Section is not intended by the Parties to impose upon the Developer an enforceable duty to acquire land or construct any public improvements on land not owned by Developer, except to the extent that the Developer elects to proceed with the development of the Project, and then only in accordance with valid conditions imposed by City upon the development of the Project under the Subdivision Map Act or other legal authority. If after using good faith efforts to acquire the Offsite Interests, Developer is unable to acquire the Offsite Interests, and City, in its reasonable discretion, refuses to use its power of eminent domain to acquire the Offsite Interests, City shall waive the requirement for Developer to acquire the Offsite Interests, or if development of the Project cannot proceed without acquisition of the Offsite Interests, the Parties shall meet and confer in good faith to attempt to devise alternatives to allow the Project to proceed without acquisition of the Offsite Interests.

D. Subdivision Map Extension and Other Development Approvals. As permitted by Government Code § 66452.6, each subdivision or parcel map, heretofore or hereafter approved in connection with development of the Site or the Project shall be extended and shall remain in effect for the term provided by this Agreement. If Developer, in its sole and absolute discretion, chooses to process vesting tentative maps, City shall process such vesting maps subject to and in accordance with the Existing Land Use Regulations, the Subdivision Map Act. Subject to and in accordance with the Existing Land Use Regulations, and the Subdivision Map Act any tentative map, either vesting or non-vesting, may be processed in phases. In

addition, Design Review No. 21-7017 and all subsequently adopted discretionary project approvals shall remain in effect for the term provided by this Development Agreement.

E. Development Impact Fees. Development Impact Fees ("DIF") currently imposed are identified in Ordinance No. ___ adopted by the City Council on _____, 20 __. A schedule showing the DIF in place as of the Effective Date is attached as Exhibit "B". DIF and sewer and water connection and capacity fees shall be those in effect at the time of the issuance of a building permit and due and payable by Developer prior to the issuance of the building permit for the building in question. For the sake of clarity, as a condition to building permit issuance for each building, Developer shall pay the development impact fees listed on Exhibit "B" for such building in the amount in effect at the time the building permit for such building is issued, as well as any new or increased DIF authorized by this Agreement. The City may apply subsequently adopted new categories of DIF to the Project if the same are applied uniformly to development either throughout the City or with a defined area of benefit that includes the Property if the subsequently adopted DIF is not applied on an ad hoc basis solely to the Project and the subsequently adopted fee does not physically prevent development of the Property for the uses and to the density and intensity of development set forth in this Agreement. Notwithstanding the foregoing, if Developer is not in default under this Agreement and has made the initial Transportation Public Benefit Fee of Two Million Five Hundred Thousand Dollars ($2,500,000) as specified below, prior to first anniversary of the Effective Date, the City agrees not impose any new category of DIF on the Project for a period of Five Years after the Effective Date.

SECTION 9. PUBLIC BENEFITS

A. Intent. This Section sets forth the terms and conditions under which Developer agrees to provide public benefits in consideration of the of the benefits conferred on Developer and the Site by this Development Agreement.

B. Transportation Public Benefit Fee. Developer shall pay City a Transportation Public Benefit Fee in the amount of Nine Million Dollars ($9,000,000) ("Transportation Public Benefit Fee").Two Million Five Hundred Thousand Dollars ($2,500,000) of the Transportation Public Benefit Fee will be paid no later than one (1) year from the Effective Date and the remaining amount of Six Million Five Hundred Thousand Dollars ($6,500,000) ("Second Transportation Payment") prior to the issuance of the Project's first building permit. If the Second Transportation Payment is not paid prior to the second anniversary of the Effective Date, the amount of the Second Transportation Payment will increase annually equal to the annual percentage change in the Consumer Price Index published by the U.S. Bureau of Labor Statistics for "All Urban Consumers" in the Riverside-San Bernardino-Ontario Area, measured as of the month of April in the previous Fiscal Year, but not less than one percent (1%) and not greater than five percent (5%) . The City shall solely use the Ramsey Interchange Fee for the design and construction of the Ramsey-Interstate 10 interchange and or the Hargrave Street interchange. The City acknowledges and agrees that the City shall not impose

any other fee or exaction upon Developer for the Ramsey-Interstate 10 interchange.

C. Electrical Facilities Fee. Developer shall pay City an Electrical Facilities Fee equal to Three Hundred and Fifty-Seven Thousand Dollars ($357,000) per megavolt-amperes (MVA) of requested electrical load due and payable pro rata prior to issuance of any building permit ("Electric Facilities Fee"). City shall use the proceeds of the Electrical Facilities Fee solely for the design or construction of new or expanded electrical facilities, which can include reimbursement to the City for part of the cost of an existing electrical facility substation which the City has funded.

D. Electrical Substation Land Dedication. Developer shall reserve and offer to dedicate to City lettered-lot "C" on the proposed Tentative Parcel Map No. 38576 for the Banning Electrical Utility to have the option to construct a new electrical substation ("Substation Property"). Such offer of dedication shall occur at the time final Parcel Map No. 38576 is recorded. If the City accepts the offer of dedication and undertakes construction of the electrical substation on the Substation Property, construction of the electrical substation shall be undertaken by the City at no cost to Developer. If the City accepts the offer of dedication for the Substation Property, City or its successors shall not use the Substation Property for any purpose other than a substation and related uses. If the City accepts the offer of dedication for the Substation Property, within thirty (30) days of City's acceptance of the dedication, City shall pay the amount of the fair market value ("FMV") of the Substation Property to the Developer, with the amount of the payment capped at the amount of the Electric Facilities Fee Acquisition of the Substation Property shall be at the sole discretion of the City and the City may in its sole discretion elect not to acquire the Substation Property.

E. Prior to the issuance of the first certificate of occupancy within the Project, the Developer shall be required to take all actions required to improve Hathaway Street, as depicted in Exhibit "C".

F. The Developer shall use reasonable efforts to hire residents of the City of Banning. Developer will hold at least one local job fair with the City for the purpose of recruiting workers from the City.

G. Sanitary Lift Station Land Construction and Dedication. Developer shall construct a sanitary lift station ("Lift Station") on lettered lot "D" on the proposed Tentative Parcel Map No. 38576 ("Lift Station Property") subject to plans and specifications approved by the Public Works Director and as contemplated by the Sewer Master Plan dated ___-. City shall issue DIF credits against the wastewater DIF which includes the Lift Station and Lift Station Property in the amounts of (i) the cost of designing and constructing the Lift Station, and (ii) the FMV of the Lift Station Property (collectively, "Lift Station Costs") in an amount not to exceed the Developer's wastewater DIF obligation. Developer shall complete construction of the Lift Station prior to the issuance of the first certificate of occupancy for the Project. Developer is aware that the sewer force main near the Project running to Nicolet was installed by a previous developer on its property, and Developer must

obtain the consent of the property owner to use this sewer force main for the Project and to undertake any additional improvements to the sewer force main at its sole cost and expense.

H. FMV Process. In order to determine the FMV of the Substation Property and the Lift Station Property, City shall commission an appraisal for each property, which shall be addressed to City and Developer, at Developer's sole expense, prepared by a licensed appraiser holding a MAI designation from the Appraisal Institute ("Developer's Appraiser") with at least 15 years' experience in appraising similar properties in the same geographical region. The FMV shall be based upon the the assumption the Property has in place all needed discretionary approvals to develop a project similar in nature to the Project. The appraiser shall use a date of valuation which is the current date of the appraisal. Developer's Appraiser shall deliver a written report as to their opinion of FMV for each property within sixty (60) days after such appraiser has been retained by Developer. Upon receipt of Developer's appraisal, the City shall have thirty (30) days to review the appraisal and agree or dispute the determination of FMV. In the event that the City disputes the FMV determined by Developer's appraisal, the City shall be entitled to commission a second appraisal, at the City's own expense, prepared by a licensed appraiser having the qualifications provided above ("City's Appraiser"). The City's Appraiser shall deliver a written report as to their opinion of FMV for the property within sixty (60) days after such appraiser has been retained by the City. If the higher appraisal is equal to or less than 120% of the lower appraisal, the two appraisals will be added together and their total divided by two; the resulting quotient will be the FMV of the property in question. If the higher appraisal is greater than 120% of the lower appraisal, the Parties shall have sixty (60) days after Developer's receipt of the City's appraisal to reach a negotiated resolution. If the Parties are unable to reach a negotiation resolution, the Parties shall reasonably cooperate to select a third licensed appraiser having the qualifications provided above("Review Appraiser") to make a final determination of FMV. If the Parties are unable to agree on the selection of the Review Appraiser, the Parties shall jointly petition the Riverside County Superior Court to select a Review Appraiser. The Parties will equally share the fees and expenses associated with the Review Appraiser, including but not limited to, the Parties' joint petition to select a Review Appraiser and the Review Appraiser's fees. The Review Appraiser shall review the two appraisals and then make a determination of FMV, which shall be no less than the value of the lower appraisal and no greater than the value of the higher appraisal. The Review Appraiser's determination of FMV shall be binding on all Parties.

I. Community Facilities Districts.

1. Service CFD. Developer agrees, pursuant to the Mello Roos Act, to petition the City or, alternatively, California Statewide Communities Development Authority ("CSCDA") to form a community facilities district, the boundaries of which shall be coextensive with those of the Site (the "Service CFD") for the purpose of financing City services and ongoing maintenance of public improvements provided by the City to the parcels within the boundaries of

the Service CFD the cost of which shall be solely borne by the Developer, provided such services qualify as authorized services under the Mello Roos Act (collectively, "Authorized Services"). The Service CFD shall be a condition to the City's issuance of the first certificate of occupancy for the Project.

2. If City sponsors the formation of the Service CFD, City shall initiate the process promptly following submission of Developer's petition and compliance with Section 53318(d) of the Mello-Roos Act and shall use good faith, diligent efforts to form the Service CFD, including the scheduling of necessary public hearings at the cost of Developer. If requested, Developer will execute a reimbursement agreement providing for the advance deposit of monies to reimburse City for the cost of its implementing the CFD. Developer agrees to cooperate in the formation and agrees that it will not contest and will exercise all of its voting power in favor of the formation of the Service CFD. Should Developer request CSCDA to sponsor the formation of the Service CFD, City shall cooperate in process and agrees to use good faith efforts to take all necessary and appropriate actions to assist Developer and CSCDA in the formation of the Service CFD in accordance with Section 9.H.1, including the issuance of necessary consents in the formation process.

3. Developer and City shall reasonably cooperate in developing the rate and method of apportionment of special taxes for the Service CFD ("Service RMA"), which the Parties agree shall provide, in part: (a) the maximum Service Special Tax rate in the first year that there is a levy of the Service Special Tax shall be at a rate of $0.10 per building square foot, which amount shall be subject to an "Annual Escalation Factor" equal to the annual percentage change in the Consumer Price Index published by the U.S. Bureau of Labor Statistics for "All Urban Consumers" in the Riverside-San Bernardino-Ontario Area, measured as of the month of April in the previous Fiscal Year, but not less than three percent (3%) and not greater than five percent (5%); (b) the levying of the Service Special Tax shall commence in the first fiscal year following the issuance of a certificate of occupancy by May 1 of the preceding Fiscal Year, (c) the adoption of an annual budgeting process to establish the annual actual Service Special Tax rate, and (d) the Service Special Tax cannot be prepaid.

4. Facilities CFD At the discretion of the Developer, Developer may, pursuant to the Mello Roos Act, petition the City or, alternatively, pursue other financing alternatives, including requesting CSCDA to form a community facilities district, the boundaries of which shall be coextensive with those of the Site ("Facilities CFD," collectively with Service CFD, the "CFDs") for the purpose of financing (i) public infrastructure required under the Development Agreement, including without exception, public streets, highways, and bridges, and other related improvements such as grading, paving, curbs and gutters, sidewalks, street signalization and signage, street lights and parkway landscaping related thereto, water facilities, storm

drain facilities, sewer facilities, public parks, landscaping, electrical facilities, (collectively, "Facilities"), and (ii) Development Impact Fees, including, without exception, the Public Benefit Fees described in Section B and C above ("Fees," collectively with Facilities, "Authorized Facilities and Fees"). If City agrees to sponsor the formation of the Facilities CFD, City shall initiate the process promptly following submission of Developer's petition and compliance with Section 53318(d) of the Mello-Roos Act, and shall use good faith, diligent efforts to form the Facilities CFD and timely issue bonds ("CFD Bonds"), including the scheduling of necessary public hearings related to formation and issuance of CFD Bonds. Any costs incurrent in establishing the Facilities CFD and issuing the CFD Bonds shall be paid from the CFD Bond proceeds, or failing that by the Developer. Developer agrees to cooperate in the formation and agrees that it will not contest and will exercise all of its voting power in favor of the formation of the Facilities CFD and issuance of CFD Bonds. Should Developer request CSCDA to sponsor the formation of the Facilities CFD and be the issuer of the CFD Bonds, City shall cooperate in process and agrees to use good faith efforts to take cooperate with Developer and CSCDA in the formation of the Facilities CFD and the issuance of the CFD Bonds, including the issuance of necessary consents in the formation and bond issuance processes. Developer and City shall reasonably cooperate in developing the rate and method of apportionment of special taxes for the Facilities CFD ("Facilities RMA").

5. In the event Developer conveys or grants an easement to any portion of the Site to City or any other government agency and the property so conveyed is subject to payment of special taxes under the Facilities CFD formed pursuant to this Development Agreement and CFD Bonds have been issued and are outstanding, Developer shall prepay the special taxes pursuant to the terms of the Facilities RMA with respect to the portion of the Site subject to an easement or being conveyed prior to completion of any such conveyance or easement. Upon completion of the conveyance or grant of easement, Developer's obligation to pay special taxes pursuant to the Facilities RMA and the Services RMA for the conveyed property shall terminate. Alternatively, the RMA may exclude the forgoing conveyance or grant of easement from the imposition of the special taxes to accomplish the goals of this paragraph.

6. Notwithstanding the foregoing, it is acknowledged and agreed by the Parties that nothing contained in this Development Agreement shall be construed as committing or requiring the City Council to authorize and approve the formation of the CFDs and/or the issuance of the CFD Bonds. Further, City and Developer agree that the practical ability to issue CFD bonds is subject to marketability and therefore, Developer and City will first consult with a mutually agreed upon public finance consultant, at Developer's cost prior to forming a Facilities CFD.

7. Except as expressly set forth or reserved in this Development Agreement, City shall not, without the prior written consent of Developer, initiate the formation of any new financing district or assessment district involving the levy of special taxes or assessments for facilities or services applicable to the Project or any portion thereof during the term of this Agreement or prior to the substantial completion of the Project.

SECTION 10. COMPLIANCE REVIEW

Within ten (10) days of each anniversary of the Effective Date, Developer shall file a report with City containing sufficient evidence to demonstrate Developer's good faith compliance with this Development Agreement, and City will review Developer's report in good faith. Pursuant to Gov. Code § 65865.1, if City finds and determines, as a result of its review, that there is substantial evidence that Developer has not complied in good faith with terms or conditions of this Development Agreement, City may terminate or modify the agreement. City does not waive any claim of defect in performance by Developer if after any annual review, City does not enforce this Development Agreement.

SECTION 11. TRANSFERS AND ASSIGNMENTS

A. Transfers. Developer shall have the right to sell, transfer or assign the Site in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code § 66410 et seq.) to any person, partnership, limited liability company, joint venture, firm or corporation at any time during the Term of this Development Agreement without the prior consent of City. City acknowledges and agrees it is likely in the future that Developer may transfer its interest in the Site to an affiliated entity. Developer and Transferee shall execute and record an Assignment and Assumption Agreement whereby the assignee agrees to perform all of the obligations of the Developer under this Development Agreement, a copy of which shall be delivered to the City contemporaneously upon the closing of such sale, transfer or assignment. Upon recordation of the Assignment and Assumption Agreement, Developer shall be released from its obligations with respect to such portion of, or interest in, the Project that was the subject of such Transfer.

B. Conditions Applicable to Transfers. Notwithstanding whether a Transferee has executed an Assignment and Assumption Agreement, a Transferee shall be deemed upon transfer or assignment to have assumed all Developer's obligations and to have been assigned all of Developer's rights under this Development Agreement, and will be deemed the Developer hereunder. This Development Agreement may only be transferred to a person or entity who acquires fee title to the Site or any portion of the Site. Notwithstanding anything herein to the contrary, in no event shall any Lender (as defined in Section 12 below) have any obligation under this Development Agreement unless and until such Lender purchases at a foreclosure sale, or accepts a deed in lieu of foreclosure, the portion of the Site that was subject to a mortgage.

C. Release of Transferring Developer. Notwithstanding any transfer, a transferring Developer shall continue to be obligated under this Development Agreement until

the full satisfaction by such transferring Developer of the following conditions and upon such satisfaction shall be released from the obligations under this Development Agreement: (i) Developer no longer has a legal or equitable interest in all or any part of the Site; (ii) Developer is not then in default under this Development Agreement; and (iii) Developer has provided City with the notice and executed agreement required under Section 11(A) above. If requested by transferring Developer, the City shall promptly memorialize such release in writing upon satisfaction of the foregoing conditions. A default under this Development Agreement by Developer shall not be considered or acted upon by the City as a default by the transferee and shall not affect the transferee's rights or obligations hereunder,. Likewise, a default by a transferee relating to the transferred portion(s) of the Site shall not be considered or acted upon by the City as a default by Developer and shall not affect Developer's rights and obligations hereunder. Notwithstanding the forgoing, if a default of this Development Agreement is of a continuing nature that affects continued development of the Project including, but not limited to a failure to complete public improvements in accordance with the Project Approvals as needed to provide service to the Project or the payment of any tax, fee or assessment such default shall be the continuing responsibility of the transferee, if the transferee has accepted the obligation to complete public improvements.

SECTION 12. LENDERS

A. Rights of Lender. Should Developer place or cause to be placed any encumbrance or lien on the Project, or any part thereof, the beneficiary ("Lender") of such encumbrance or lien shall have the right at any time during the Term of this Development Agreement and the existence of such encumbrance or lien to: (i) do any act or thing required of Developer under this Development Agreement, or cure any default of Developer under this Development Agreement within the time limits set forth in this Development Agreement, and any such act or thing done or performed by Lender or cure shall be as effective as if done by Developer; (ii) realize on the security afforded by the encumbrance or lien by exercising foreclosure proceedings or power of sale or other remedy afforded in law or in equity or by the security document evidencing the encumbrance or lien (hereinafter referred to as "a trust deed"); (iii) transfer, convey or assign the title of Developer to the Site to any purchaser at any foreclosure sale, whether the foreclosure sale be conducted pursuant to court order or pursuant to a power of sale contained in a trust deed; and (iv) acquire and succeed to the interest of Developer by virtue of any foreclosure sale, whether the foreclosure sale is conducted pursuant to a court order or pursuant to a power of sale contained in a trust deed. Should any Lender request an amendment of this Development Agreement in respect of the rights and remedies granted to a Lender, the City shall consider such an amendment in good faith and in accordance with state and local law so long as the proposed amendment does not materially and adversely affect the rights, powers, and remedies of the City in respect of a default by Developer hereunder.

B. Notice to Lender. City shall give written notice of any default or breach under this Development Agreement by Developer to Lender (if known by the City)

simultaneously with such notice of default the City gives to Developer and afford Lender the opportunity after receipt of service of the notice to: (i) cure the breach or default within thirty (30) days after service of such notice, where the default can be cured by the payment of money; (ii) cure the breach or default within thirty (30) days after service of such notice where the breach or default can be cured by something other than the payment of money and can be cured within that time; or (iii) cure the breach or default in such reasonable time as may be required where something other than payment of money is required to cure the breach or default and cannot be performed within thirty (30) days after such notice, provided that acts to cure the breach or default are commenced within a thirty (30) day period after service of such notice of default on Lender by the City and are thereafter diligently completed by Lender.

C. Action by Lender. Notwithstanding any other provision of this Development Agreement, a Lender may forestall any action by the City for a breach or default under the terms of this Development Agreement by Developer by commencing proceedings to foreclose its encumbrance or lien on the Site. The proceedings so commenced may be for foreclosure of the encumbrance by order of court or for foreclosure of the encumbrance under a power of sale contained in the instrument creating the encumbrance or lien. The proceedings shall not, however, forestall any such action by the City for the default or breach by Developer unless: (i) they are commenced within thirty (30) days after service on Developer (and on Lender if Lender's address is provided by notice to the City pursuant this Development Agreement) of the notice described hereinabove; (ii) they are, after having been commenced, diligently pursued in the manner required by law to completion within one year; and (iii) lender keeps and performs all of the terms, covenants, and conditions of this Development Agreement requiring the payment or expenditure of money by Developer until the foreclosure proceedings are complete or are discharged by redemption, satisfaction, or payment.

SECTION 13. NOTICES

Any notice or instrument permitted or required under this Development Agreement shall be deemed made when personally delivered or when mailed 72 hours after deposit in the United States Mail, certified mail postage prepaid and addressed to the party at the following addresses:

If to City: City of Banning
99 E. Ramsey Street
Banning, CA 92220
Attn: City Manager

If to Developer JDNJ ENTERPRISES, LLC
120 South Central Avenue, Suite 500
St. Louis. MO 63105

Attn: John C. Condas
Allen Matkins Leck Gamble Mallory & Natsis LLP

2010 Main Street, Suite 800
Irvine, CA 92614

Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

SECTION 14. EVENT OF DEFAULT

Developer is in default under this Development Agreement upon the occurrence of one or more of the following events or conditions:

A. A material warranty, representation, or statement made or furnished by Developer to City set forth herein or in any document incorporated by reference herein is false or proved to have been false in any material respect when it was made.

B. City finds and determines upon the basis of substantial evidence following an annual review pursuant to this Development Agreement, that Developer has not complied in good faith with any material term and/or condition of this Development Agreement, subject to notice and opportunity to cure as provided by this Development Agreement.

C. Developer breaches any of the terms or conditions of this Development Agreement, after notice and opportunity to cure as provided in this Development Agreement.

SECTION 15. ENFORCEMENT

A. Notice; Cure. In the event of a default under the provisions of this Development Agreement by Developer or City, the non-breaching party shall give written notice to the defaulting party (or its successor) by registered or certified mail addressed at the address stated in this Development Agreement, and if such violation is not corrected to the reasonable satisfaction of the non-breaching party within thirty (30) days after such notice is served on the defaulting party, or if such breach or default cannot be cured within such thirty (30) days (excluding monetary defaults) and provided that acts to cure the breach or default must be commenced within such thirty (30) days and must thereafter be diligently pursued to completion by the defaulting party, then the non-breaching party may, without further notice, declare a default under this Development Agreement and, upon any such declaration of default, if the City is the defaulting party, Developer may bring any action necessary to specifically enforce the obligations of City. If Developer is the defaulting party, then City may give notice to Developer of its intent to terminate or modify this Development Agreement, in which event the matter shall be scheduled for consideration and review by the City Council.

B. Remedies. The Parties acknowledge that money damages and remedies at law generally are inadequate and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Development Agreement and should be available to the Parties for the following reasons: due to the size, nature, and scope of the Project, it may not be practical or possible to

restore the Property to its natural condition once implementation of this Development Agreement has begun. After such implementation, Developer may be foreclosed from other choices it may have had to utilize the Site or portions thereof. Developer has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Development Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Development Agreement, and it is not possible to determine the sum of money which would adequately compensate Developer for such efforts. Accordingly, it is expressly recognized that injunctive relief and specific enforcement of this Development Agreement are proper and desirable remedies, and it is agreed that in any claim by Developer against City for an alleged breach of this Development Agreement may avail itself to injunctive relief or an appropriate action for specific enforcement of this Development Agreement. It is agreed that specific performance is not available to City against Developer, although City can seek the remedy of injunctive relief, declaratory relief or any other appropriate remedy against Developer.

C. Nonperformance by Developer. Nonperformance by Developer shall not be excused because performance by Developer of the obligations herein contained would be unprofitable, difficult, or expensive, or because of a failure of any third party or entity, other than City.

SECTION 16. PARTIES NOT LIABLE FOR DAMAGES

It is acknowledged by the Parties that the City and Developer would not have entered into this Development Agreement if either could be held liable in damages under or with respect to this Development Agreement or the application thereof. Consequently, and except for the payment of attorneys' fees in accordance with this Development Agreement, the City shall not be liable in damages to Developer, or to any assignee, transferee, or any other person, and Developer shall not be liable in damages to City. Developer and City jointly covenant on behalf of itself and its successors in interest not to sue for or claim any damages: (i) for any breach of this Development Agreement; (ii) for the taking, impairment or restriction of any right or interest conveyed or provided hereunder or pursuant hereto; (iii) arising out of or connected with any dispute, controversy, or issue regarding the application or interpretation or effect of the provisions of this Development Agreement; or (iv) for any injury to or interference with the rights of Developer, allegedly or actually arising out of, or incurred in connection with, the Parties entering this Development Agreement, or their exercise of any rights under this Development Agreement. Notwithstanding the forgoing, City shall not be excluded from seeking money damages for non-payment of the Electric Facilities Fee or the Transportation Public Benefit Fee, including attorney fees. In addition, Developer shall not be excluded from seeking its attorneys fees in the case of a breach of this Agreement by City.

SECTION 17. INDEMNIFICATION AND LEGAL CHALLENGE

A. Claims For Damage For Personal Injuries. To the maximum extent permitted by law, Developer must defend, indemnify, and hold the City and its elected officials, officers, contractors serving as City officials, agents, and employees ("Indemnitees") harmless from liability for damage and/or claims for damage for personal injuries, including death, and claims for property damage, and with respect to all other actions and liabilities for damages caused or alleged to have been caused by reason of Developer's activities in connection with the development and/or construction of the Project, and which may arise from the direct or indirect operations of Developer or those of Developer's contractors, agents, tenants, employees, or any other persons acting on Developer's behalf, which relate to the development and/or construction of the Project. This indemnity provision applies to all damages and claims for damage, as described above, regardless of whether or not the City prepared, supplied, or approved the plans, specifications, or other documents for the Project, including any associated public or private improvements.

B. Prevailing Wages. Without limiting the generality of the preceding paragraph (A), Developer shall defend, indemnify, and hold the Indemnitees harmless from and against any and all claims, liabilities, losses, damages, costs, and expenses arising from or related to any claims that Developer or Developer's contractors are required to pay prevailing wages pursuant to Labor Code Section 1720 et seq., in connection with the development of the Project or any public improvements.

C. Third Party Legal Challenge. Without limiting the generality of preceding paragraph A, in the event of any legal action challenging the validity, applicability, or interpretation of any provision of this Development Agreement, any of the entitlement documents pertaining to the Project including, without limitation, the City's General Plan, Zoning Code, or any other supporting document relating to the Project, Developer shall also indemnify, defend, and hold harmless the Indemnitees with respect to all liability, costs, and expenses incurred by, and/or awarded against, the City or any of the Indemnitees in relation to such action.

D. Legal Counsel; Cash Deposit. With respect to any legal action or claim falling within Developer's defense, indemnity, and hold harmless obligations, the City shall have the right to select counsel of its choice and the Parties shall cooperate in the defense. The City's separate counsel billing rates shall be identical to the rates City pays for its typical municipal litigation rates for legal challenges of the variety being defended. Developer shall provide, and maintain for the duration of such action or claim, a cash deposit to City in an amount or amounts determined by the City Attorney to be reasonably necessary to cover the City's legal fees, costs, and expenses. Developer shall not be entitled to a refund of funds expended from the deposit regardless of the outcome of the action or claim. The City shall refund to Developer any unexpended funds from the deposit within thirty (30) days of any final disposition or full and complete settlement of the action or claim.

E. Continued Effect of Development Agreement. In the event of any litigation challenging the effectiveness of this Development Agreement, or any portion hereof, this Development Agreement shall remain in full force and effect while such litigation, including any appellate review, is pending, unless otherwise ordered by the court. Absent issuance of an injunction, Developer may elect to continue development of the Project under this Development Agreement pending completion of the litigation but it shall do so at its sole risk, and the City shall not be liable for any loss suffered as a result thereof. City shall perform all obligations under this Development Agreement, including the timely processing of all applications submitted by Developer in connection with the Project.

F. Survival. This Section shall survive this the expiration or earlier termination of this Development Agreement. Notwithstanding the foregoing, Developer's obligation to indemnify any Indemnitee due to personal injury or property injury suffered in connection with Developer's design and construction of any public facility, shall terminate one (1) year after City accepts Developer's dedication of such public facility.

SECTION 18. ENTIRE AGREEMENT

This Development Agreement and the Exhibits therein contain the entire agreement between the Parties, and is intended by the Parties to completely state the Development Agreement in full. Any agreement or representation respecting the matters dealt with herein or the duties of any Party in relation thereto, not expressly set forth in this Development Agreement, is null and void.

SECTION 19. AMENDMENT OR CANCELLATION

Except as otherwise provided for herein, this Development Agreement may be amended or canceled in whole or in part only by mutual consent of the Parties, or their successors in interest, and in the manner provided in Gov. Code, §§ 65865.1, 65867, 65867.5.

SECTION 20. OPERATING MEMORANDA

The provisions of this Development Agreement require a close degree of cooperation between the City and the Developer. It is anticipated due to the term of this Development Agreement that non-substantive interpretation of the Development Approvals may be appropriate with respect to the details of performance of the City and the Developer. To the extent allowable by law and this Development Agreement, the City and Developer shall retain a certain degree of flexibility with respect to all matters, items and provisions covered in general under this Development Agreement. The Developer may request minor changes, adjustments or clarifications under this Agreement and the City and Developer may effectuate such changes, adjustments or clarifications through operating memoranda ("Operating Memoranda") approved by the Parties in writing, which reference this Section of the Development Agreement. Operating Memoranda shall not constitute an amendment to this Development Agreement but mere ministerial interpretations or clarifications; therefore, public notices and hearings shall not be required. The City Attorney shall be authorized, upon consultation with the Developer, to determine whether

a requested interpretation or clarification may be effectuated pursuant to this Section or whether the requested clarification is of such character to constitute an amendment to the Development Agreement which requires compliance with the provisions of this Development Agreement pertaining to amendments. The authority to enter into such Operating Memoranda is hereby delegated to the City Manager, and the City Manager is hereby authorized in his or her discretion to execute any Operating Memoranda permitted hereunder without Planning Commission or City Council action and without public hearing.

SECTION 21. MISCELLANEOUS PROVISIONS

A. Binding Effect. This Development Agreement shall bind, and the benefits and burdens hereof shall inure to, the respective Parties hereto and their legal representatives, executors, administrators, successors and assigns, wherever the context requires or admits.

B. Headings. Headings used in this Development Agreement are for reference purposes only and shall not be deemed a part of this Development Agreement.

C. Exhibits. Each exhibit referenced in this Development Agreement is hereby incorporated into the Development Agreement as if set forth in full herein. In the event of any material discrepancy between the terms of any exhibit so incorporated and the terms of this Development Agreement, the terms of this Development Agreement shall control.

D. Time of Essence. Time is of the essence in every provision hereof in which time is a factor.

E. Force Majeure. In the event that any party hereto shall be delayed or hindered or prevented from performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor troubles, riots, insurrection, terrorism, war, pandemics, epidemics or other reason of similar nature not the fault of the party delayed in performing the work or doing the acts required under the terms of this Development Agreement, then the performance of such act shall be excused for the period of the delay caused by the foregoing. Financial inability shall not be deemed an excuse for delay under this Section.

F. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

G. Cooperation. Each of the Parties shall cooperate with and provided reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Development Agreement and the satisfaction of the conditions of this Development Agreement.

H. City Manager Authority. Any consent, approved or other instrument described in this Development Agreement may be granted, given or executed on behalf of the

City by the City Manager or their written designee without the need for further authorization from the City Council; provided, however that, notwithstanding the foregoing, the City Manager or their designee may, in their sole discretion, refer to the City Council any item for which the City Manager has authority to act hereunder.

I. Conflicts of Interest; Prohibited Interests. Developer warrants and maintains as of the Effective Date of this Development Agreement that it has no knowledge that any officer or employee of City has any interest, whether contractual, noncontractual, financial, proprietary, or otherwise, in this transaction or in the business of Developer. If any information regarding an officer of employee of the City having an interest in this transaction or in the business of Developer as of the Effective Date of this Development Agreement comes to the knowledge of Developer at any time during the Term of this Development Agreement, Developer shall immediately make a complete, written disclosure of such interest to the City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws. If the City subsequently is provided information that Developer had knowledge but failed to disclose knowledge of any such interest, and Developer fails to acknowledge such interest within 14 days of notification by the City, Developer's failure shall constitute a breach of the Development Agreement subject to the provisions of Section 14 of this Development Agreement.

J. Applicable Law and Venue. This Development Agreement shall be construed in accordance with and governed by the laws of the State of California. Venue for any action or litigation brought for breach or to enforce any provision of this Development Agreement shall be the County of Riverside, California.

K. Partial Invalidity. If any provisions of this Development Agreement shall be deemed to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

L. Attorneys' Fees. In any proceedings arising from the enforcement of this Development Agreement or because of an alleged breach or default hereunder, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees and experts' fees incurred during the proceeding (including appeals) as may be fixed within the discretion of the court.

M. Corporate Authority. Each person executing this Development Agreement on behalf of Developer warrants that he or she is duly authorized to execute this Development Agreement on behalf of Developer and that by his or her execution, Consultant is formally bound to the provisions of this Development Agreement.

N. Counterparts. This Development Agreement may be executed by the Parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the Parties had executed the same instrument.

O. No Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Development Agreement.

P. Legally Binding Contract; Enforceability. It is the intent of City and Developer that this Development Agreement is a legally binding contract which shall prevail over the provisions of any subsequently enacted moratoria, statutes, ordinances, limitations, or other measures, enacted by City, or under the authority of City by voter initiative or referendum, and which initiative, moratorium, referendum, statute, ordinance, limitation, or other measure relates, in whole or in part, to the rate, timing, sequence, or phasing of the development or construction of all or part of the Project or the improvements or affecting parcel or subdivision maps, building permits, occupancy certificates, or other entitlement to use the Site which are issued by City, subject only to the rights and powers reserved to City under the terms of this Development Agreement and the requirements of California law

IN WITNESS WHEREOF, the undersigned have executed this Development Agreement as of the day and year first above-written.

CITY

CITY OF BANNING,
a California municipal corporation

By: _____

Mayor

ATTEST:

By: _____
Marie Calderon
City Clerk

APPROVED AS TO FORM:

By: _____

City Attorney

DEVELOPER

JDN ENTERPRISES, LLC,
a Missouri limited liability corporation

By: _____
{Name}
{Title}

By: _____
{Name}
{Title}

{*This Page Left Intentionally Blank*}

<u>EXHIBIT A</u>

SITE LEGAL DESCRIPTION

{INSERT LEGAL DESCRIPTION}

EXHIBIT B

DIF SCHEDULE AS OF EFFECTIVE DATE

EXHIBIT C

HATHAWAY IMPROVEMENTS

The following shall be completed to the satisfaction of the City Engineer:

- Along the west side of N Hathway Street between E Williams Street and E George Street, install City standard sidewalk behind curb and gutter, and install city standard curb ramps at intersections. Install new residential driveways as necessary to maintain access to existing driveway locations.

- Within the existing right-of-way and pavement along the west side of N Hathway Street between E Williams Street and future Wilson Street, install striping for a new 6 ft. bike lane.

- Within the existing right-of-way and pavement along the east side of N Hathway Street between E Williams Street and existing Nicolet Street, install striping for a new 6 ft. bike lane.

- At the intersection of E Jacinto View Road and N Hathway Street, provide traffic measure to restrict Project traffic from access to E Jacinto View Rd

- At the intersection of E Nicolet Street and N Hathway Street, provide traffic measure to restrict Project traffic from access to E Nicolet Street

- At the intersection of E George Street and N Hathway Street, provide traffic measure to restrict Project traffic from access to E George Street

VICINITY MAP

PROJECT NUMBER: DR 21-7017

APN: 532-030-008,532-030-009,532-080-008, 532-080-010,532-090-026, 532-090-028, 532-090-030,532-110-015

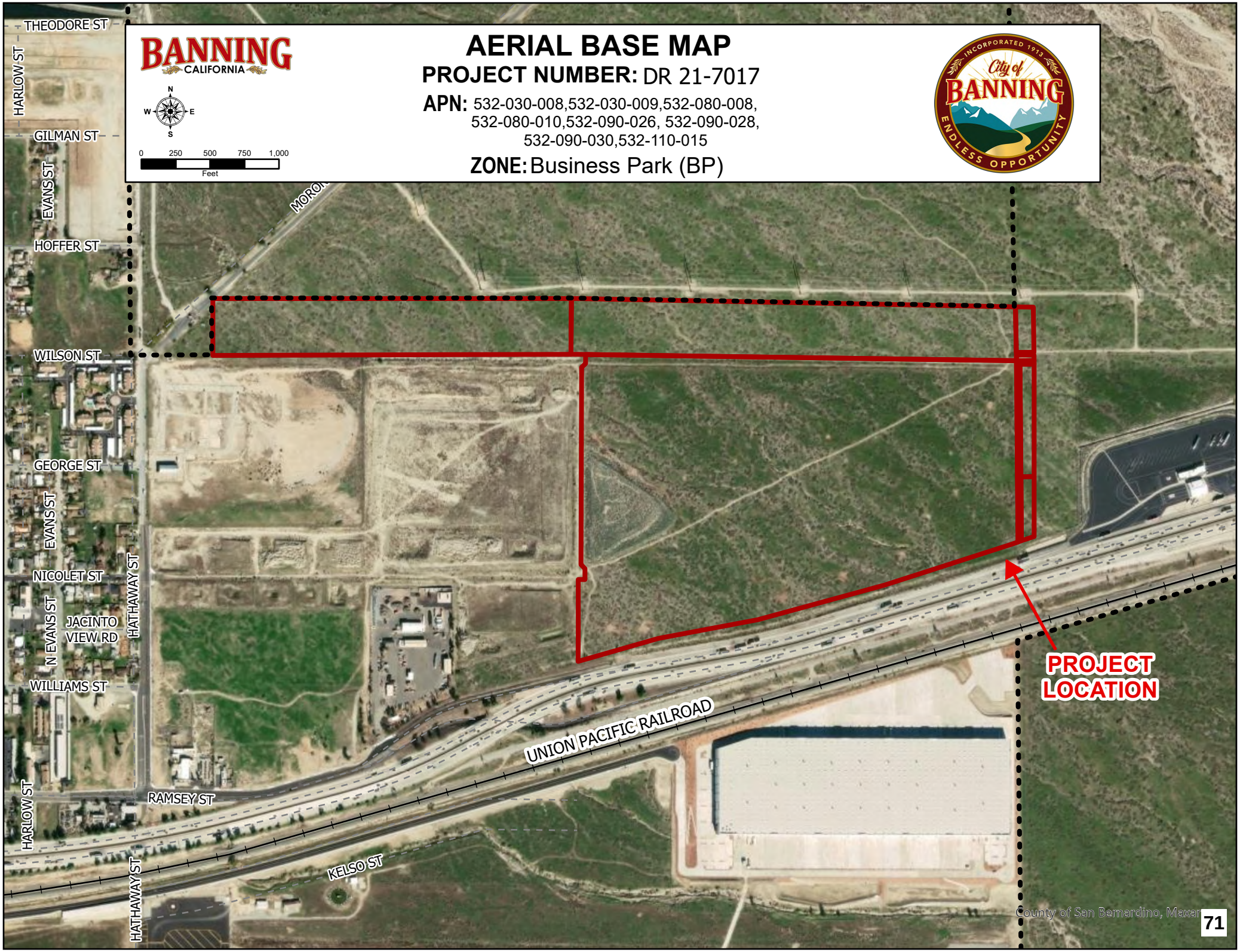
ZONE: Business Park (BP)

AERIAL BASE MAP

PROJECT NUMBER: DR 21-7017

APN: 532-030-008,532-030-009,532-080-008, 532-080-010,532-090-026, 532-090-028, 532-090-030,532-110-015

ZONE: Business Park (BP)

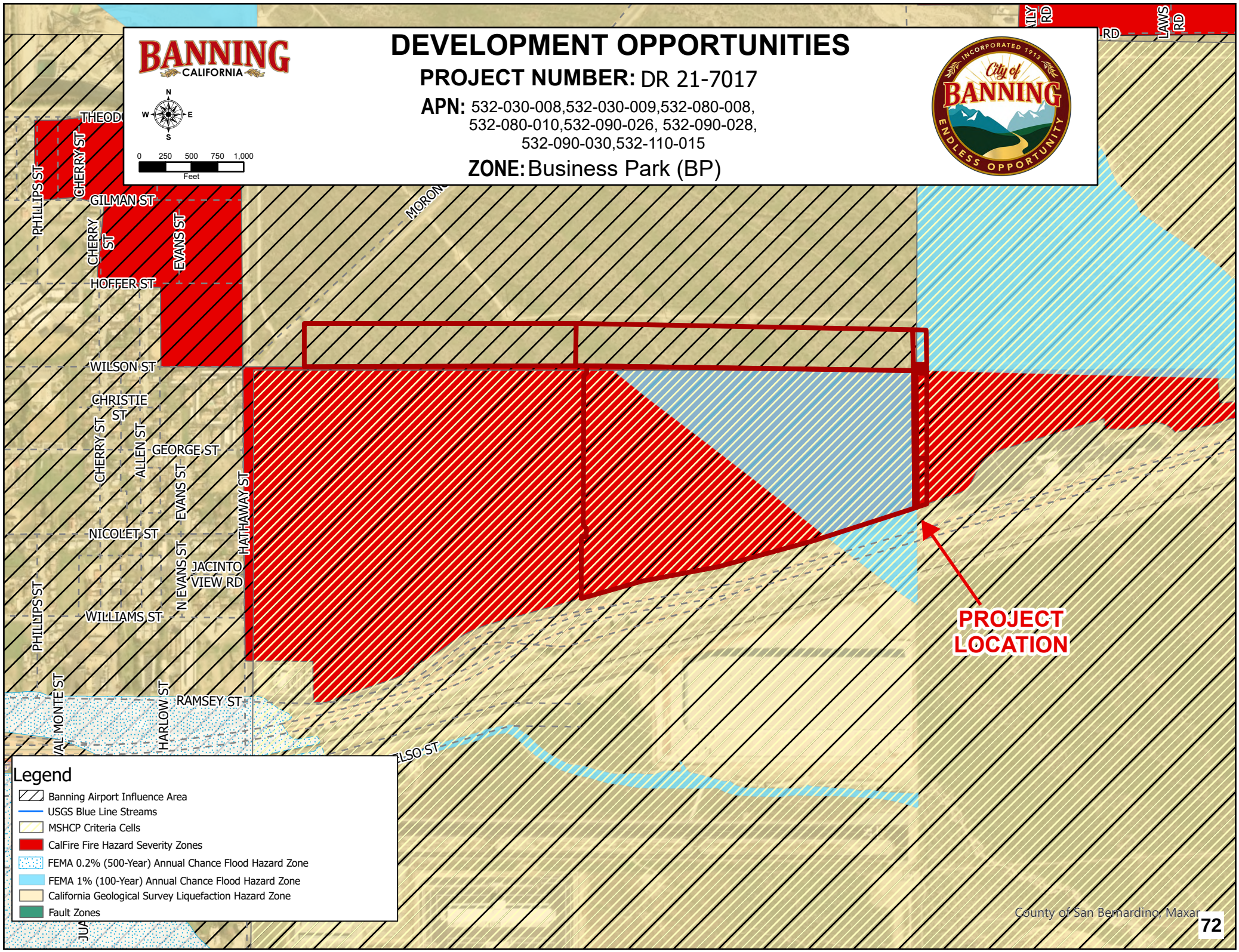


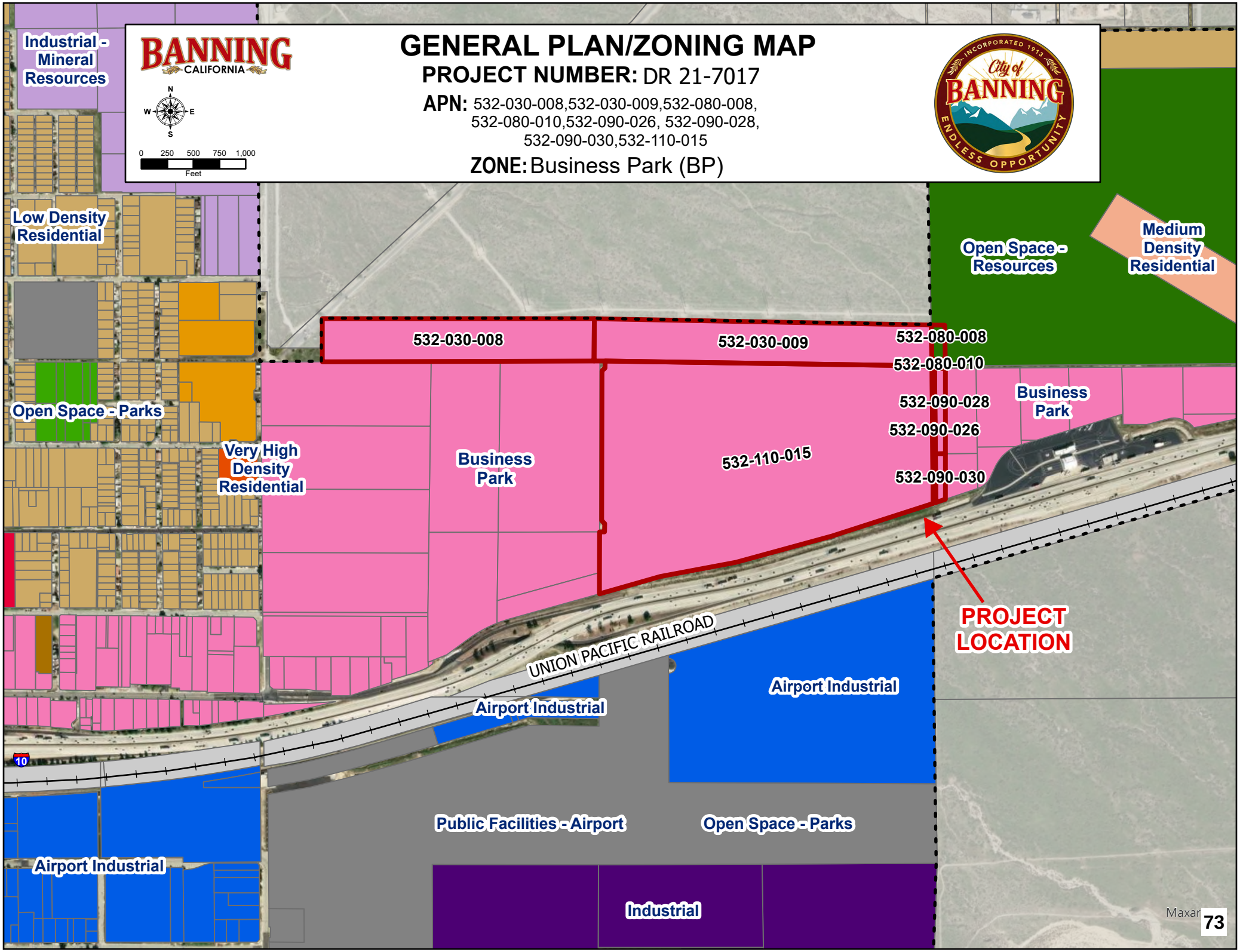
DEVELOPMENT OPPORTUNITIES

PROJECT NUMBER: DR 21-7017

APN: 532-030-008,532-030-009,532-080-008, 532-080-010,532-090-026, 532-090-028, 532-090-030,532-110-015

ZONE: Business Park (BP)




BANNING
CALIFORNIA
GENERAL PLAN/ZONING MAP
PROJECT NUMBER: DR 21-7017
APN: 532-030-008,532-030-009,532-080-008,
532-080-010,532-090-026, 532-090-028,
532-090-030,532-110-015
ZONE: Business Park (BP)
N
W
E
S
0 250 500 750 1,000
Feet
City of BANNING
INCORPORATED 1913
ENDLESS OPPORTUNITY
Industrial - Mineral Resources
Low Density Residential
Open Space - Parks
Very High Density Residential
Open Space - Resources
Medium Density Residential
532-030-008
532-030-009
532-080-008
532-080-010
532-090-028
532-090-026
532-090-030
532-110-015
Business Park
Business Park
UNION PACIFIC RAILROAD
PROJECT LOCATION
Airport Industrial
Airport Industrial
Airport Industrial
10
Public Facilities - Airport
Open Space - Parks
Industrial
Maxar

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Robert Fisher, Acting City Manager**

PREPARED BY: **David Newell, Community Development Director**

MEETING DATE: **May 27, 2025**

SUBJECT: **Consideration of (1) Resolution 2025-59, Approving the Banning Commerce Center Project by Sansone Group, Including a Design Review Application, Case DR 21-7017, for the Construction of a 1,320,284-Square Foot Industrial Warehouse Building on 131.28-acres of Land Generally Located North of the I-10 Freeway/E. Ramsey Street, East of N. Hathaway Street and Bisected by Wilson Street ("Project Site") and a Tentative Parcel Map Application, Case TPM 38756, for the Subdivision of the 131-28-acre Project Site into Three Numbered Lots for Private Development Improvements and Four Lettered Lots for Right-of-Way and Other Improvements; (2) Resolution 2025-60, Certifying the Environmental Impact Report (SCH No. 2022090102), Adopting Findings and a Statement of Overriding Considerations, and Adopting a Mitigation Monitoring and Reporting Program for the Banning Commerce Center Project Consisting of a 1,320,284-Square Foot Industrial Warehouse Building on 131.28-acres of Land Located on the Project Site; and (3) Introduction and First Reading of Ordinance 1609, Approving a Development Agreement By and Between the City of Banning and JDJN Enterprises, LLC, a Missouri Limited Liability Corporation**

RECOMMENDATION:

1. Adopt Resolution 2025-59.
2. Adopt Resolution 2025-60.
3. Introduce and conduct first reading of, by title only, Ordinance 1609: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF BANNING AND JDNJ ENTERPRISES, LLC, A MISSOURI LIMITED LIABILITY CORPORATION

BACKGROUND:

At its regular meeting of May 13, 2025, the City Council held a public hearing and considered the subject applications. After closing the public hearing and deliberating, the Council continued the applications to its next regular meeting of May 27, 2025, with the following direction:

1. Include the EIR Findings/Statement of Overriding Considerations as an attachment to Resolution 2025-60 (rather than as a reference document held in the Clerk's office)
2. Provide additional clarifying information on Planning Commission concerns
3. Provide additional information on the Community Facilities District (CFD) fee ($.10 per sq. ft.) in the Development Agreement

As a result, staff has revised and included attachments to this report as follows:

- Revised Resolution 2025-60 to include Exhibit 2 (Findings of Fact and Statements of Overriding Considerations) and Exhibit 3 (Mitigation Monitoring and Reporting Program)
- Included the March 5, 2025 Planning Commission meeting minutes as an attachment
- Revised Exhibit B (Public Works Conditions) of Resolution 2025-59 to include conditions on improvements to Hathaway Street under Condition of Approval, PW.Street 42.
- Included a fiscal analysis report provided by the Applicant as an attachment

As noted in the fiscal impact analysis report, it is anticipated that the project would result in a net increase of recurring revenues amounting to $505,215 annually. The report cites total recurring revenues of $869,954 annually and total recurring expenditures of $364,739 annually, which results in the net increase of $505,215 to the City's annual revenues. The CFD would augment the annual revenue generated by the Project and provide an additional $132,000 annually toward maintenance and services within the boundary of the CFD once established, which further reduces impacts to the City's finances. Further, the developer will be paying $9-million toward transportation improvements and $357,000 per megavolt amperes based on the user's electrical load.

As shown in the attached meeting minutes, the Planning Commission had a majority support for the approval of the project. The Commission included conditions to require revisions to the development agreement to address City Attorney requests, improve Hathaway to minimize and reduce transportation/traffic safety impacts, and require local hiring. All of these items were addressed prior to City Council review on May 13th, as part of the revisions to the draft development agreement, and staff has further incorporated traffic improvements in the Public Works Conditions to further ensure Hathaway improvements are addressed prior to occupancy of the building. The Commissioners opposing the motion identified concerns with the Multiple Species Habitat Conservation Plan (MSHCP) compliance, Airport Land Use Commission (ALUC) review status, and the analysis of cumulative impacts traffic impacts. The Applicant has identified the steps taken to address MSHCP compliance, including meeting with various agencies having jurisdiction, providing on-site mitigation, and conducting additional mitigation as identified in the Final EIR and MMRP. Since the Planning Commission decision, the Applicant has completed the ALUC review process and the project has been found to be consistent with the County's Compatibility Plan. Lastly, the cumulative impacts analyzing traffic impacts did not include the existing warehouse south of the freeway, based on industry standards and normal practices for traffic analysis and due to the analysis accounting for future growth which would capture the increase in traffic upon occupancy of said warehouse.

JUSTIFICATION:

In order to approve the subject applications, the City Council is required to make findings pursuant to BZO Section 17.56.050 (Design Review), Section 66474 of the Subdivision Map Act (Tentative Map), and BZO Section 17.60.030(C) (Development Agreement). The Planning Commission recommended approval of these applications pursuant to the findings in Planning Commission Resolution 2025-04. The findings are included in the draft resolution and ordinance attached to this report.

Design Review:

BZO Section 17.56.050 requires that four findings be met to justify approval of a Design Review application. The Planning Commission found the following:

Finding A: The proposed use is consistent with the General Plan.

Finding of Fact: Proposed Design Review 21-7017 is consistent with the General Plan Land Use Element Policy, which states: “The land–use map shall provide for sufficient lands to provide a large range of products and services to the City and the region while carefully considering compatibility with adjacent residential lands.” The subject property is designated Business Park (BP) on the General Plan land use map. The proposed use is consistent with the BP land-use designation and is a permitted use within the zoning district. This land use designation includes industrial parks and freestanding industrial users. Examples of permitted uses include light and medium intensity manufacturing operations, warehousing and distribution, ministorage, and associated offices. Further, Design Review 21-7017 is

consistent with General Plan Economic Development Policy, which states: “The City shall take a proactive role in the retention of existing businesses and the recruitment of new businesses, particularly those that generate and broaden employment opportunities, increase discretionary incomes, and contribute to City General Fund revenues.” Approval of proposed Design Review 21-7017 would allow the applicant to promote business diversity, while providing an economic benefit to the City.

Finding B: The proposed use is consistent with the Zoning Ordinance, including the development standards and guidelines for the district in which it is located.
Finding of Fact: The proposed Project is an approximately 1,320,284 square-foot light industrial speculative warehouse facility and is consistent with the Zoning Ordinance and development standards. Warehousing and distribution are permitted uses in the Business Park zone and the Project will provide adequate parking and landscaping. Additionally, all setbacks, height requirements and other applicable standards and design guidelines have been satisfied.

Finding C: The design and layout of the proposed project will not unreasonably interfere with the use and enjoyment of neighboring existing or future development, and will not result in vehicular and/or pedestrian hazards.
Finding of Fact: The design and layout of the proposed Project is consistent with the development standards and design standards of the Banning Municipal Code. The proposed design and layout will not create any new interference with pedestrian or vehicular traffic paths of the neighboring properties or future development. Additionally, the Project proposes street frontage and circulation improvements with access to the street to be provided by driveways from Wilson Street and the intersection of Nicolet and O’Donnell Streets, and will not result in hazards for vehicles or pedestrians. The Project is conditioned to provide additional right-of-way fronting onto O’Donnell Street and to improve the roadway for Wilson Street into the site to its ultimate configuration.

Finding D: The design of the proposed project is compatible with the character of the surrounding neighborhood.
Finding of Fact: The Project is a new construction development with a proposed 1,320,284 square-foot light industrial speculative warehouse facility, which will be compatible with adjacent Industrial and other non-residentially zoned properties to the north, south, and east. The Project is considered an Industrial use. Landscaping is required to maintain the character of the surrounding neighborhood.

Tentative Parcel Map:
Pursuant to Section 66474 of the Subdivision Map Act, there are seven findings that must be met to justify approval of a Tentative Map application. The Planning Commission found the following:

Finding A: The proposed Tentative Tract Map or Tentative Parcel Map is consistent with all applicable general and specific plans.
Finding B: The design and improvements of the proposed Tentative Tract Map or Tentative Parcel Map is consistent with the zone in which the property is located.
Findings of Fact: The City’s General Plan land use designation and Zoning Map will continue to indicate the designation of the project site as “Business Park,” and the proposed Map provides for the accommodation of seven (7) new parcels, consisting of a variety of industrial and civic uses, lot types and sizes ranging from 1.34-acres to 89.5-acres, common open spaces, and circulation and other public improvements. The proposed map furthers the objectives and policies of the General Plan in that 89.5 acres of the project area is dedicated to industrial development, and 17.23-acres will be dedicated to new right-of-way improvements.

Finding C: The site of the proposed map is physically suitable for the type of development proposed.
Finding D: The subject site is physically suitable for the proposed density of development.
Finding of Fact: The 131.28-acre Project site is currently vacant and undeveloped. The Project site has gentle sloping and does not contain drastic elevation changes over short distances. The Project site has elevations ranging between 2,325 feet above mean sea level (amsl) on the northwest corner of the

Project site at the intersection of Hathaway Street and Morongo Road, and 2,152 ft amsl on the southeast corner of the Project site. There is approximately 173 ft of elevation difference across the Project site and the site gradient is approximately 3.8 percent. The existing drainage pattern for the Project site is characterized by sheet flows across the Project site to the southeasterly corner of the Project site. Runoff is captured by an existing earthen ditch on the southern boundary of the Project site and is conveyed easterly into the California Department of Transportation right-of-way. The Project site lies within the San Gorgonio River Watershed and ultimately discharges into the Salton Sea. The proposed map as conditioned, including the mitigation measures contained within the Final Environmental Impact Report and the Mitigation Monitoring Reporting Program will ensure that the Project's development is in accordance with and will implement the public improvements and mechanisms whereby the necessary facilities and resources will be available for future uses.

Finding E: The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.
Finding of Fact: With the exception of the significant and unavoidable environmental effects of the project identified in the FEIR and the MMRP, the design of the subdivision and proposed improvements are not expected to cause substantial environmental damage or to substantially injure fish or wildlife or their habitat. The project site is not in a linkage designated under the MSHCP that is a connection between substantial habitat blocks with adequate size, configuration, and vegetation characteristics to generally provide for "live-in" habitat and/or provide for genetic flow for identified covered species. Significant cumulative effects of the project on the MSHCP-covered plans and wildlife, wildlife movement, riparian/riverine areas and habitat connectivity are fully mitigated by the City of Banning's signatory status under the MSHCP and the requisite measures for mitigation of project-specific impacts to the burrowing owl, Los Angeles pocket mouse and Stephens' kangaroo rat and these species' habitat. Cumulative effects not specially covered under the MSHCP are nevertheless mitigated to less than significant levels by the broad range of habitats covered by the MSHCP, project design features and mitigation measures required for the proposed project, and payment of the MSHCP mitigation fee.

Finding F: The design of the proposed map, and its proposed design and improvements, is not likely to cause serious public health problems.
Finding of Fact: The design of the subdivision is in conformance with the City's General Plan, Zoning Ordinance and Subdivision Ordinance. Moreover, the future construction of the Banning Commerce Center development project will comply with all applicable City of Banning Ordinances, codes, and standards including but not limited to the California Uniform Building Code, the City's Ordinances relating to Stormwater runoff management and controls. The design and construction of all improvements for the subdivision will be in conformance with the City of Banning General Plan Circulation Element which establishes the general layout and design standards or the major vehicular roadways and non-vehicular paths within the project area. The proposed street improvements and internal circulation have been created based on currently accepted standards and practices for the preservation of the public health, safety and welfare, and are in compliance with the General Plan Circulation Element. By means of the project's circulation design, the proposed street system throughout the Project area will not impede emergency vehicle access and response times throughout the neighborhoods.

Finding G: The design of the proposed map, and its proposed design and improvements, will not conflict with easements, acquired by the public at large, for access through or use of property, within the proposed subdivision.
Finding of Fact: The subdivision design with any easements acquired by the public at large for access through or use of the property. The design of the subdivision and type of improvements will maintain or reconfigure easements when necessary for public access and services, abandon those easements no longer needed for public purposes, and dedicate new easements as needed to provide for public access and services through the property within the proposed subdivision.

Development Agreement:
BZO Section 17.60.030(C) requires that two findings be met to justify approval of a Development

Agreement. The Planning Commission found the following:

Finding A: The proposed Development Agreement via adoption and certification of the Final Environmental Impact Report, and approval of the Design Review and Tentative Parcel Map will be consistent with the General Plan and Zoning Map.
Findings of Fact: In accordance with the Banning Municipal Code, the Development Agreement contains provisions that set forth a defined term, the specific types, density, and intensity of uses allowed, reservations or dedication of land for public purposes, a limited stay on future development fee increases; and processes for reviewing related future approvals and amending the Development Agreement. Approval of the Development Agreement would provide for the orderly development of the Project and necessary infrastructure improvements.

Finding B: The proposed Development Agreement would promote the welfare and the interest of the City.
Findings of Fact: The Development Agreement incorporates provisions for financing, acquisition, and construction of infrastructure, for the Banning Commerce Center Project, as well as acquisition and development of public street improvements. The DA would grant the applicant vested rights to development of the Project in accordance with a phasing plan and other City approvals in exchange for certain financial contributions, including a substantial public benefit fee, and other consideration to be received by the City.

FISCAL IMPACT:

Fiscal impacts will be offset by fees and improvement costs paid by the developer, including permit applications, impact fees, and roadway and other public improvements. In addition, the City will receive directly benefit financially by the following negotiated items, which are beyond the typical fees paid by a development application if the development agreement is approved:

1. $9,000,000 in payments to the City for funding transportation-related costs toward roadways/interchanges
2. $357,000 payment for per megavolt-amperes (MVA), based on the requested electrical load
3. $0.10 per sq. ft. annually (with annual CPI escalator) as part of a community facilities district to pay for on-going maintenance costs of public streets, public facilities and parks, and other related improvements and maintenance in the District; this would amount to over $132,000 in annual revenue to offset maintenance costs and other city services as specified in the CFD once established.

As noted in the fiscal impact analysis report, it is anticipated that the project would result in a net increase of recurring revenues amounting to $505,215 annually. The report cites total recurring revenues of $869,954 annually and total recurring expenditures of $364,739 annually, which results in the net increase of $505,215 to the City's annual revenues. The CFD would augment the annual revenue generated by the Project and provide an additional $132,000 annually toward maintenance and services within the boundary of the CFD once established, which further reduces impacts to the City's finances.

ALTERNATIVES:

1. Modify the conditions for approval based on evidence received during the hearing
2. Provide alternate responses to the required findings and direct staff to return with resolution ratifying a different decision

BUDGETED?:

No

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. CC Resolution 2025-59 (compiled)

2. CC Resolution 2025-60 (compiled)
3. Ordinance 1609
4. Draft Development Agreement
5. Applicant Response to PC Concerns
6. Riverside Co ALUC Approval Ltr
7. EIR and Appendices Links
8. Preliminary Site, Grading, and Street Plans
9. Floor Plan and Elevations
10. Landscape Plan
11. Tentative Parcel Map, TPM 38576
12. Aerial and Vicinity Maps
13. Public Hearing Notice - City Council 5-13-25 Meeting
14. Notice of Continuation - City Council 5-27-2025
15. Fiscal Impact Analysis 7-1-24
16. Planning Commission Meeting Minutes 3-5-25

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 24, 2025**
SUBJECT:	**Consideration of Resolution 2025-89, Approving Final Parcel Map 38497 and Release the Map for Recordation**

RECOMMENDATION:

Adopt Resolution 2025-89.

BACKGROUND:

Tentative Parcel Map 38497 was adopted by City Council with Resolution 2023-86 on May 9th, 2023. The Final Map subdivides a single 1.14 acre lot into 4 parcels of approximately 0.29 acres each for residential purposes and 1 parcel for street and utility purposes.

JUSTIFICATION:

The Final Parcel Map was checked by the City's consulting surveyor and was found to be technically correct and conform to the requirements of the Subdivision Map Act. All Conditions of Approval required to be met prior to the recording have been met. They City Engineer has verified that the final maps are in conformance with the approved Tentative Parcel Map 38497.

FISCAL IMPACT:

There is no direct fiscal impact based on the approval of final maps. However, the recordation of the maps allows for the development of the project which will increase the assessed value of the properties resulting in an increase in property tax revenue. Additionally, the project will generate development impact fee revenues. The City's cost for processing the project will be offset by processing fees.

ALTERNATIVES:

Do not adopt Resolution 2025-89 and provide staff with additional direction.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Resolution 2025-89, FTM 38497.docx
2. Resolution 2025-89 - FPM 38497 Exhibit A.pdf
3. Att. 1 CC Resolution No. 2023-086.pdf

RESOLUTION 2025-89

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING FINAL PARCEL MAP NO. 38497, AUTHORIZING STAFF TO SIGN THE FINAL PARCEL MAP, AND RELEASING THE FINAL MAP FOR RECORDATION

WHEREAS, Tentative Parcel Map (TPM) No. 38497 was approved by City Council on May 9th, 2023 with Resolution 2023-86; and

WHEREAS, Final Parcel Map (PM) No. 38497 will subdivide a single 1.14 acre parcel into 4 parcels or approximately 0.29 acres each and dedication for Wilson Street to the ultimate width per the Circulation Element within the General Plan; and

WHEREAS, the PM 38497 have been deemed technically correct and that they conform to the requirements of the Subdivision Map Act and the City Engineer has verified that PM 38497 are in substantial conformance with the approved TPM 38497.

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

SECTION 1. The City Council approves PM 38497, a copy of which is hereby attached as Exhibit "A" and made part of this Resolution.

SECTION 2. The City Council directs the Administrative City Clerk to transmit PM 38497 to the County Recorder of the County of Riverside for recordation.

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 24th 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 2025-89, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held 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

EXHIBIT A
Final Parcel Map 38497

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 1 OF 3
OCTOBER 2024

PARCEL MAP 38497

THE WEST 168.53 FEET OF LOTS 4 AND 5 AND THE WEST 168.53 FEET OF THE NORTHERLY ONE-HALF OF LOT 3 IN BLOCK 226 AS SHOWN BY AMENDED MAP OF THE BANNING LAND COMPANY, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9, PAGE 44 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY.

SANDERSON - GUTIERREZ, CIVIL ENGINEERS & LAND SURVEYORS, INC.

4 PARCELS
GROSS AREA 1.14 ACRES
NET AREA 1.14 ACRES

RECORDER'S STATEMENT

FILED THIS _____ DAY OF 20___, AT _____m.
IN BOOK _____ OF MAPS, AT PAGES_____, AT THE REQUEST OF THE CLERK OF THE BOARD.

NO. _____
FEE _____

PETER ALDANA, ASSESSOR – COUNTY CLERK – RECORDER

BY: _____, DEPUTY

SUBDIVISION GUARANTEE: _____

Owner's Statement

I HEREBY STATE THAT I AM THE OWNER OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT I AM THE ONLY PERSON WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT I CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE. THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LOT "A". THE DEDICATION IS FOR STREET AND PUBLIC UTILITY PURPOSES.

I HEREBY RETAIN THE PRIVATE "INGRESS/EGRESS EASEMENTS" FOR PRIVATE USE, FOR THE SOLE BENEFIT OF MY SUCCESSORS, ASSIGNEES AND PARCEL OWNERS WITHIN THIS PARCEL MAP.

WE HEREBY OFFER TO DEDICATE THE PUBLIC UTILITY, EMERGENCY AND FIRE DEPARTMENT ACCESS EASEMENTS AS SHOWN ON THE MAP.

BY: Roberto Robles DATE: 1/21/2025
NAME: ROBERTO ROBLES, AN UNMARRIED MAN

Notary Acknowledgement

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF Riverside

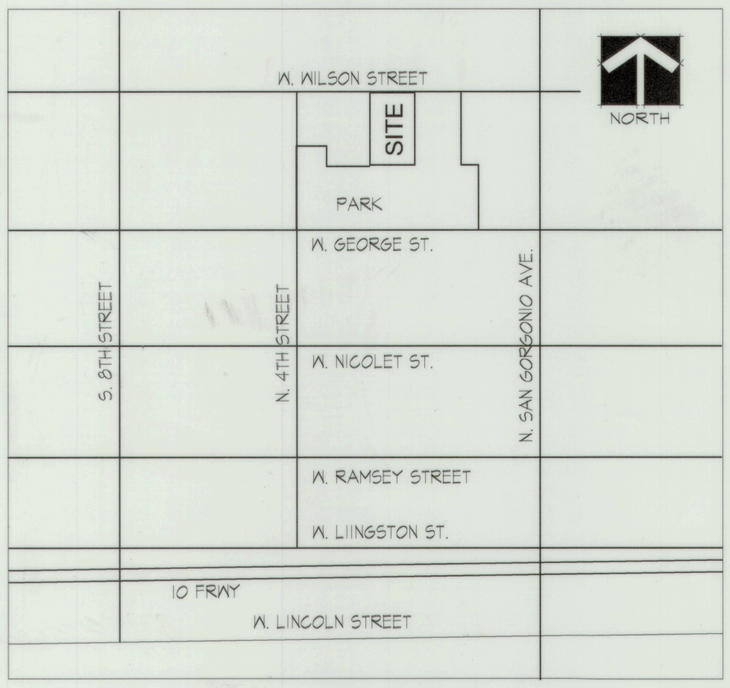
ON THIS 21 DAY OF January, 20 25, BEFORE ME,
Cynthia Reza-Cervantes, Notary Public
NOTARY PUBLIC, PERSONALLY APPEARED
Roberto Robles,
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) (IS/ARE) SUBSCRIBED TO THE WITHIN INSTRUMENT AND (HE/SHE/THEY) ACKNOWLEDGED TO ME THAT (HE/SHE/THEY) EXECUTED THE SAME IN (HIS/HER/THEIR) AUTHORIZED CAPACITY(IES), AND THAT BY (HIS/HER/THEIR) SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH (HE/SHE/THEY) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND.

SIGNATURE _____
PRINTED NAME Cynthia Reza-Cervantes
COMMISSION NUMBER: #2438522
MY COMMISSION EXPIRES: February 17, 2027
MY PRINCIPAL PLACE OF BUSINESS IS IN
Beaumont, CA

Signature Omissions:

PURSUANT TO THE PROVIISIONS OF SECTION 66436 (A) (3) OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURE(S) HAVE BEEN OMITTED.

AN EASEMENT FOR INGRESS, EGRESS, CONSTRUCTION AND MAINTENANCE OF IRRIGATION DITCHES, PIPES OR FLUMES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED MARCH 19, 1895 IN BOOK 31 OF DEEDS, PAGE 50.
(NOT PLOTTABLE)



VICINITY MAP
NO SCALE

Surveyor's Statement

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ROBERTO ROBLES IN NOVEMBER OF 2022. I HEREBY STATE THAT ALL THE MONUMENTS SHOWN HEREON ARE THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE SET IN SUCH POSITIONS WITHIN ONE YEAR OF MAP RECORDATION, IN COMPLIANCE WITH SECTIONS 66495 AND 66496 OF THE SUBDIVISION MAP ACT AND ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

Gary T. Sanderson 1-8-2025
GARY T. SANDERSON L.S. 4452 DATE
Registration expires: 09-30-2025

PROFESSIONAL LAND SURVEYOR
GARY T. SANDERSON
No. 4452
Exp: 9-30-2025
STATE OF CALIFORNIA

City Surveyor's Statement

I HEREBY STATE THAT I HAVE EXAMINED THE ANNEXED MAP, AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

PROFESSIONAL LAND SURVEYOR
ROBERT C. OLLERTON
PLS 7731
STATE OF CALIFORNIA

ROBERT C. OLLERTON, PLS 7731 DATE
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.

City Engineer's Statement

I HEREBY CERTIFY THAT I HAVE EXAMINED THE ANNEXED MAP, AND THAT THE SUBDIVISION SHOWN THEREON IS SUBSTANTIALLY THE SAME AS IT APPEARS ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND THE CITY OF BANNING SUBDIVISION ORDINANCES HAVE BEEN COMPLIED WITH.

REGISTERED PROFESSIONAL ENGINEER
NATHAN SMITH
No. 74754
CIVIL ENGINEER
STATE OF CALIFORNIA

NATHAN SMITH, R.C.E. NO. 74754
CITY ENGINEER
CITY OF BANNING, CALIFORNIA

City Acceptance Certificate:

I, _____, CITY CLERK AND EX-OFFICIO ASSESSOR OF THE CITY COUNCIL OF THE CITY OF BANNING, STATE OF CALIFORNIA, HEREBY STATE THAT SAID CITY COUNCIL AT ITS REGULAR MEETING HELD ON THE _____ DAY OF _____ 20____, DULY APPROVED THE WITHIN MAP OF PARCEL MAP NO. 38497.

THE TENTATIVE MAP FOR SAID PARCEL MAP WAS APPROVED BY THE CITY COUNCIL AT ITS REGULAR MEETING HELD ON THE 5TH DAY OF APRIL, 2023.

CITY CLERK AND EX-OFFICIO ASSESSOR DATE
OF THE CITY COUNCIL OF THE CITY OF BANNING

Tax Bond Certificate:

I HEREBY CERTIFY THAT A BOND IN THE SUM OF $_____ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NO YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY THE BOARD OF SUPERVISORS.

DATE: _____ 20 ____

CASH OR SURETY BOND
MATHEW JENNINGS
COUNTY TAX COLLECTOR

BY: _____ DEPUTY

Tax Collector's Certificate

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE $_____

DATE: _____, 20_____

DON KENT
COUINTY TAX COLLECTOR

By: _____ Deputy

4 PARCELS
GROSS AREA 1.14 ACRES
NET AREA 1.14 ACRES

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

PARCEL MAP 38497

SHEET 2 OF 3
OCTOBER 2024

THE WEST 168.53 FEET OF LOTS 4 AND 5 AND THE WEST 168.53 FEET OF THE NORTHERLY ONE-HALF OF LOT 3 IN BLOCK 226 AS SHOWN BY AMENDED MAP OF THE BANNING LAND COMPANY, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9, PAGE 44 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY.

SANDERSON - GUTIERREZ, CIVIL ENGINEERS & LAND SURVEYORS, INC.

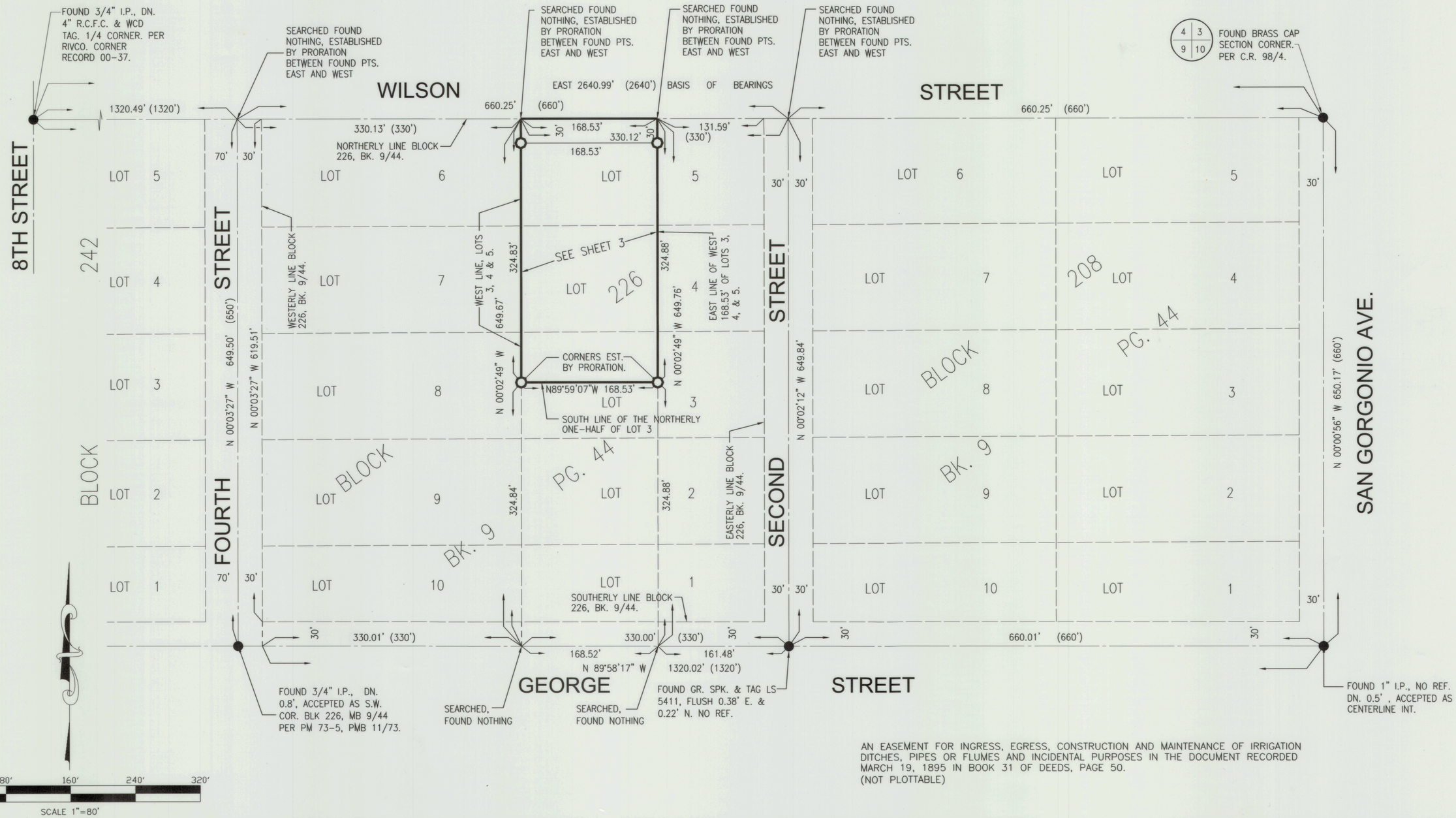
SURVEYOR'S NOTES:

BASIS OF BEARINGS: THE CENTERLINE OF WILSON STREET BEING N00°00'00"E (EAST) PER THE AMENDED MAP OF BANNING LAND COMPANY RECORDED IN BOOK 9, PAGE 44 OF MAPS.

○ SET 1" IRON PIPE TAGGED "L.S. 4452"

● INDICATES MONUMENT FOUND AS NOTED.

(##.#) RECORD DATA PER AMENDED MAP OF BANNING LAND CO., BK 9/44. SBdo Co. Rcds.



AN EASEMENT FOR INGRESS, EGRESS, CONSTRUCTION AND MAINTENANCE OF IRRIGATION DITCHES, PIPES OR FLUMES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED MARCH 19, 1895 IN BOOK 31 OF DEEDS, PAGE 50.
(NOT PLOTTABLE)

4 PARCELS
GROSS AREA 1.14 ACRES
NET AREA 1.14 ACRES

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

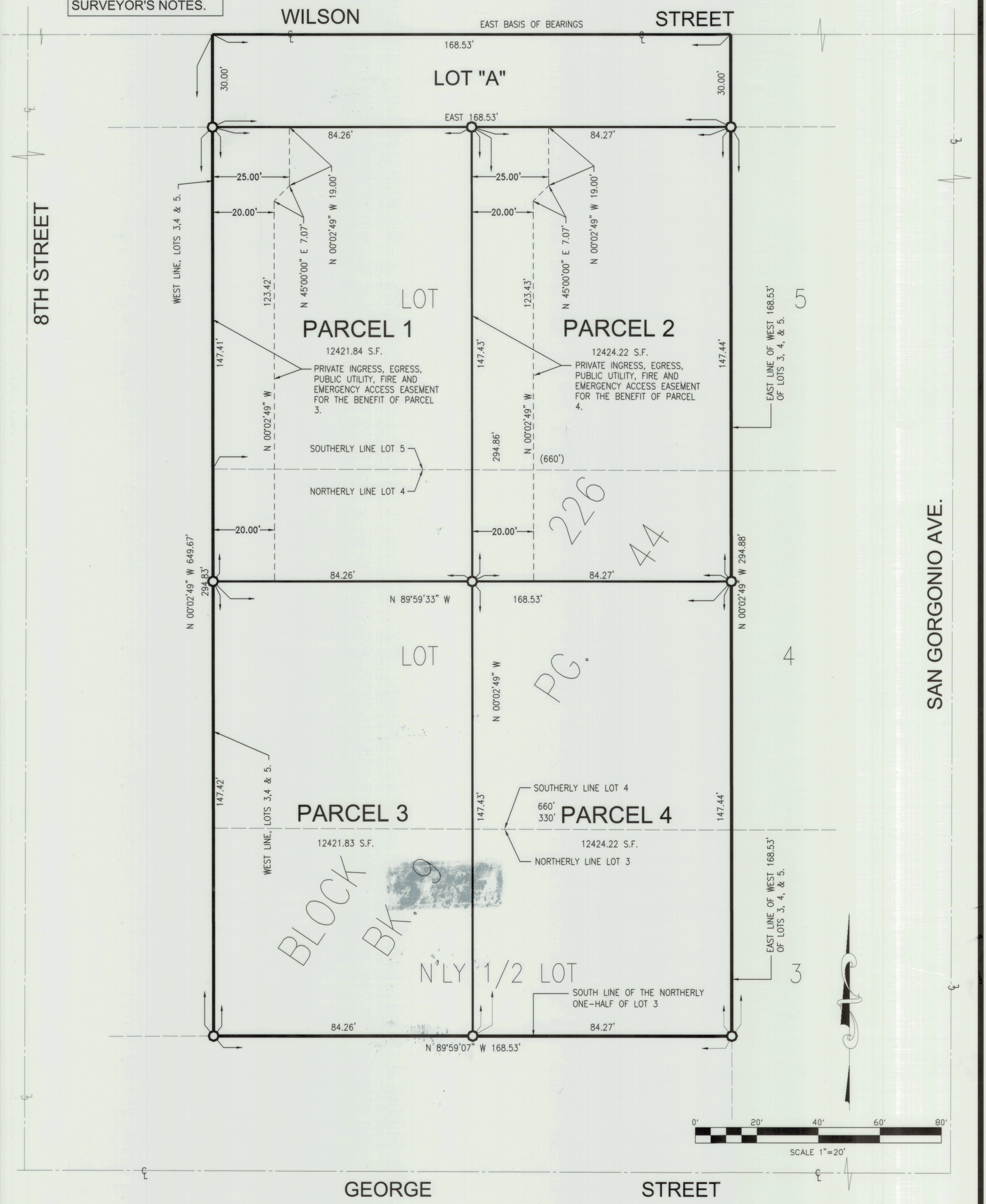
SHEET 3 OF 3
OCTOBER 2024

PARCEL MAP 38497

THE WEST 168.53 FEET OF LOTS 4 AND 5 AND THE WEST 168.53 FEET OF THE NORTHERLY ONE-HALF OF LOT 3 IN BLOCK 226 AS SHOWN BY AMENDED MAP OF THE BANNING LAND COMPANY, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9, PAGE 44 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY.

SANDERSON - GUTIERREZ, CIVIL ENGINEERS & LAND SURVEYORS, INC.

NOTE:
SEE SHEET 2 OF 3 FOR SURVEYOR'S NOTES.



ENVIRONMENTAL CONSTRAINTS SHEET

4 PARCELS
GROSS AREA 1.14 ACRES
NET AREA 1.14 ACRES

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 1 OF 3
OCTOBER 2024

PARCEL MAP 38497

THE WEST 168.53 FEET OF LOTS 4 AND 5 AND THE WEST 168.53 FEET OF THE NORTHERLY ONE-HALF OF LOT 3 IN BLOCK 226 AS SHOWN BY AMENDED MAP OF THE BANNING LAND COMPANY, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9, PAGE 44 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY.

SANDERSON - GUTIERREZ, CIVIL ENGINEERS & LAND SURVEYORS, INC.

SURVEYOR'S NOTES

○ SET 1" IRON PIPE TAGGED "L.S. 4452"

● INDICATES MONUMENT FOUND AS NOTED.

(##.#) RECORD DATA PER AMENDED MAP OF BANNING LAND CO., BK 9/44.

ENVIRONMENTAL CONSTRAINT NOTES:

THE ENVIRONMENTAL CONSTRAINT INFORMATION SHOWN ON THIS MAP SHEET IS FOR INFORMATIONAL PURPOSES DESCRIBING CONDITIONS AS OF THE DATE OF FILING, AND IS NOT INTENDED TO AFFECT RECORD TITLE INTEREST. THIS INFORMATION IS DERIVED FROM PUBLIC RECORDS OR REPORTS, AND DOES NOT IMPLY THE CORRECTNESS OR SUFFICIENCY OF THOSE RECORDS OR REPORTS BY THE PREPARER OF THIS MAP SHEET.

BASIS OF BEARINGS:

THE CENTERLINE OF WILSON AVENUE BEING N00°00'00"E (EAST) PER THE AMENDED MAP OF BANNING LAND COMPANY RECORDED IN BOOK 9, PAGE 44 OF MAPS.

ENVIRONMENTAL CONSTRAINTS SHEET

4 PARCELS
GROSS AREA 1.14 ACRES
NET AREA 1.14 ACRES

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 2 OF 3
OCTOBER 2024

PARCEL MAP 38497

THE WEST 168.53 FEET OF LOTS 4 AND 5 AND THE WEST 168.53 FEET OF THE NORTHERLY ONE-HALF OF LOT 3 IN BLOCK 226 AS SHOWN BY AMENDED MAP OF THE BANNING LAND COMPANY, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9, PAGE 44 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY.

SANDERSON - GUTIERREZ, CIVIL ENGINEERS & LAND SURVEYORS, INC.

SURVEYOR'S NOTES:

BASIS OF BEARINGS: THE CENTERLINE OF WILSON STREET BEING N00°00'00"E (EAST) PER THE AMENDED MAP OF BANNING LAND COMPANY RECORDED IN BOOK 9, PAGE 44 OF MAPS.

○ SET 1" IRON PIPE TAGGED "L.S. 4452"

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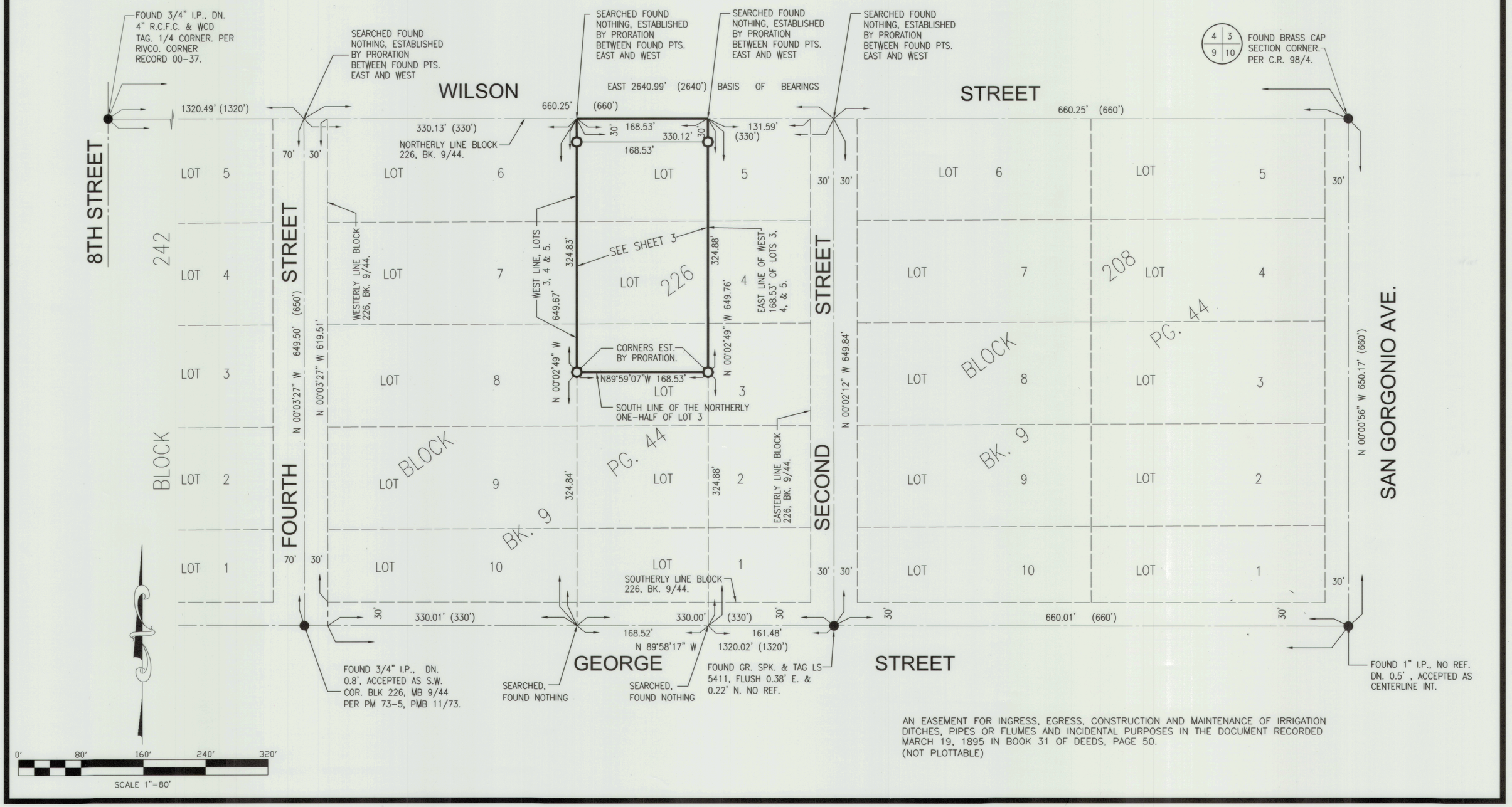

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(NOT PLOTTABLE)

ENVIRONMENTAL CONSTRAINTS SHEET

4 PARCELS
GROSS AREA 1.14 ACRES
NET AREA 1.14 ACRES

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

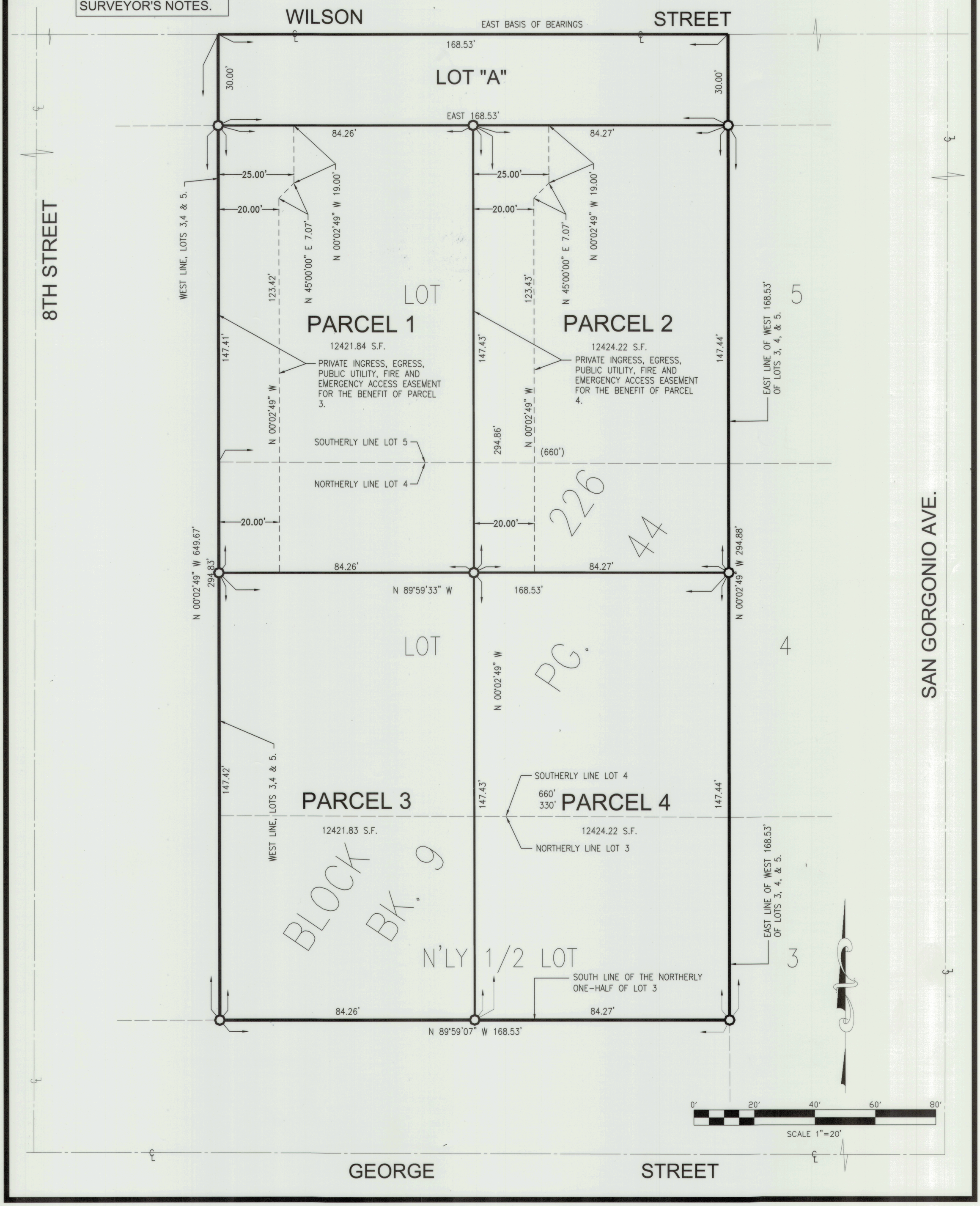
SHEET 3 OF 3
OCTOBER 2024

PARCEL MAP 38497

THE WEST 168.53 FEET OF LOTS 4 AND 5 AND THE WEST 168.53 FEET OF THE NORTHERLY ONE-HALF OF LOT 3 IN BLOCK 226 AS SHOWN BY AMENDED MAP OF THE BANNING LAND COMPANY, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9, PAGE 44 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY.

SANDERSON - GUTIERREZ, CIVIL ENGINEERS & LAND SURVEYORS, INC.

NOTE:
SEE SHEET 2 OF 3 FOR SURVEYOR'S NOTES.



RESOLUTION 2023-86

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF BANNING, CALIFORNIA, AFFIRMING THE RECOMMENDATION OF PLANNING COMMISSION APPROVING TENTATIVE PARCEL MAP 38497 (TPM 22-4004), A PROPOSED SUBDIVISION OF ONE (1) 1.14-ACRE PARCEL INTO FOUR (4) SINGLE-FAMILY RESIDENTIAL LOTS WITHIN THE LOW DENSITY RESIDENTIAL DISTRICT, LOCATED ON THE SOUTH SIDE OF W. WILSON STREET, BETWEEN FOURTH STREET AND LINDA VISTA DRIVE, IN THE CITY OF BANNING, CA 92220 (APN 540-070-006), AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA GUIDELINES SECTION 15315

WHEREAS, Roberto Robles ("Applicant") has applied for a subdivision under Tentative Parcel Map 38497 to subdivide one (1) lot in four (4) lots for the purposes of creating individual parcels for future single-family residential development (the "Project"); and

WHEREAS, Title 16 of the Banning Municipal Code and the Subdivision Map Act allow the subdivision of the 1.14-acre lot into four (4) new residential lots within the Low-Density Residential zone subject to the approval of a Tentative Parcel Map; and

WHEREAS, on April 5, 2023, the Planning Commission held a noticed public hearing at which time interested persons had an opportunity to testify in support of, or opposition to, the Project and at which the Planning Commission considered the Tentative Parcel Map 38497; and

WHEREAS, on May 9, 2022, the City Council held a noticed public hearing at which time interested persons had an opportunity to testify in support of, or opposition to, the Project and at which the City Council considered the Tentative Parcel Map 38497; and

WHEREAS, in accordance with the requirements of the California Environmental Quality Act (CEQA), the Community Development Director analyzed Tentative Parcel Map 38497 and determined that the Project is categorically exempt from the requirements of the California Environmental Quality Act ("CEQA"), pursuant to State CEQA Guidelines Section 15315 (Class 15 - Minor Land Divisions) because the Project consists of the division of property in an urbanized area zoned for residential use into four or fewer parcels; the division is in conformance with the City of Banning General Plan and zoning; no variances or exceptions are required; all services and access to the proposed parcels to local standards are available; the subject parcel was not involved in a division of a larger parcel within the previous 2 years; and the subject parcel does not have an average slope greater than 20 percent; and

WHEREAS, on April 28, 2023, the City gave public notice as required under Government Code Section 66451.3 by advertising in the Record Gazette Newspaper, and mailing notices to all property owners within 300-feet on April 25, 2023, of the project site

of the holding of a public hearing for the City Council's review and recommendation, at which time the project would be considered; and

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

SECTION 1. The Planning Division staff have determined that the project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) and the State CEQA Guidelines. The Project qualifies under the CEQA Guidelines Section 15315 (Class 15 - Minor Land Divisions) categorical exemption because the Project: consists of the division of property in an urbanized area zoned for residential use into four or fewer parcels; the division is in conformance with the City of Banning General Plan and zoning; no variances or exceptions are required; all services and access to the proposed parcels to local standards are available; the subject parcel was not involved in a division of a larger parcel within the previous 2 years; and the subject parcel does not have an average slope greater than 20 percent. The Planning Commission has analyzed proposed Tentative Parcel Map 38497 and reviewed the Planning Division's determination of exemption, and based on its own independent judgement, recommends that the City Council concur in staff's determination of exemption under CEQA pursuant to CEQA Guidelines Section 15315. The Project site is currently disturbed and occupied with non-native species and residential improvements. No impact is anticipated to occur upon the Multiple Species Habitat Conservation Plan (MSHCP).

SECTION 2. An application for a Tentative Parcel Map requires that it meet specific findings in accordance with Title 16 of the Banning Municipal Code and Government Code § 66473.5 and 66474. The Planning Commission of the City of Banning has recommended that the City Council of the City of Banning make the following findings and determinations in connection with the approval of the Project:

A. Finding: The proposed map is consistent with the General Plan. The General Plan land use designation for the site is Low Density Residential which allows housing densities from 0 to 5 dwelling units per acre. The applicant is requesting a subdivision of a vacant single parcel into four new Low-Density Residential (LDR) zoned properties. Lot 1 is proposed to be 12,534 square feet in size; Lot 2 is proposed to be 12,240 square feet in size, Lot 3 is proposed to be 12,534 square feet in size, and Lot 4 is proposed to be 12,240 square feet in size. This density level is within the range permitted under the General Plan land use designation for this site. One of the primary policies of the Land Use Element of the General Plan is that projects adjacent to existing neighborhoods shall be carefully reviewed to assure that neighborhood character is protected. The proposed Tentative Parcel Map serves to achieve this objective in that the subdivision design is consistent with existing neighborhood housing stock. The proposed Map furthers the objectives and policies of the General Plan and is compatible with the land uses districts within the general vicinity of the Project.

B. Finding: The design or improvement of the proposed subdivision is consistent with the City's General Plan. The proposed subdivision has been designed to meet City standards which provide satisfactory pedestrian and vehicular circulation, including emergency vehicle access and on-site improvements, such as streets, utilities, and drainage facilities have been designed and are conditioned to be constructed in conformance with City standards and consistency with the General Plan.

C. Finding: The site is physically suitable for the type of development. The 1.14-acre site is relatively flat and will be subdivided into four rectangular shaped lots that will be compatible in size to other surrounding properties. The proposed project is adjacent to existing residential development and has availability of all services including streets, water, sewer, and electricity. Therefore, the site is physically suitable for this type of development.

D. Finding: The site is physically suitable for the density of development. The General Plan land use designation for the site Low Density Residential which allows housing densities from 0 to 5 dwelling units per acre. The applicant is requesting a subdivision of a vacant single parcel into four new Low-Density Residential (LDR) zoned properties. Lot 1 is proposed to be 12,534 square feet in size; Lot 2 is proposed to be 12,240 square feet in size, Lot 3 is proposed to be 12,534 square feet in size, and Lot 4 is proposed to be 12,240 square feet in size. This density level is within the range permitted under the General Plan land use designation for this site. The subdivision, as proposed, is suitable for the density of development.

E. Finding: The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. The site is currently developed with two existing dwelling units that does not contain any significant vegetation or habitat for wildlife. Per the Multiple Habitat Conservation Plan (MSHCP), there is no evidence that any endangered, threatened, or listed species of plant or animal, or its habitat, is located on the site. There is no evidence that vernal pool complex, similar bodies of water, or conditions suitable for forming such bodies of water exist on the site. The Project incorporates conditions intended to comply with the recommendations of the MSHCP. In addition, this Project has been conditioned to comply with the environmental policies and regulations of the City of Banning and those of all local and regional governmental agencies having jurisdiction over the site.

F. Finding: The design of the subdivision or type of improvement is not likely to cause serious public health problems. The design of the subdivision is in conformance with the City's General Plan, Zoning Ordinance, and Subdivision Ordinance, the construction of all units on the site has been conditioned to comply with all applicable City of Banning ordinances, codes,

and standards including, but not limited to, the California Uniform Building Code, the City's Ordinances relating to Stormwater runoff management and controls. In addition, the design and construction of all improvements for the subdivision are conditioned to be in conformance with adopted city street and public works standards. The City's ordinances, codes, and standards have been created based on currently accepted standards and practices for the preservation of public health, safety, and welfare.

G. Finding: The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. No easements of record or easements established by judgement of a court of competent jurisdiction for public access across the site have been disclosed in a search of the title records for the site and the City does not otherwise have any constructive or actual knowledge of any other such easements. The Map proposes a non-exclusive easement into the Project for future residential vehicular and pedestrian access and designed to accommodate emergency vehicle ingress and egress. The proposed easement shall be recorded upon Final Map recordation.

SECTION 3. Based on the findings specified above, and all other evidence in the record, the City Council approves the proposed Tentative Parcel Map 38497, to subdivide one (1) lot into four (4) lots for the purpose of creating individual parcels for the future development of new single-family residences in the Low-Density Residential District, consistent with the Tentative Map attached hereto as Exhibit "A," and subject to the recommended Conditions of Approval attached hereto as Exhibit "B."

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

PASSED, APPROVED AND ADOPTED this 9th day of May 2023.

Albert Sanchez, 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 2023-86 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of May 2023 by the following vote, to wit:

AYES: Flynn, Gonzales, Minjares, Sanchez, and Wallace.

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Deputy City Clerk
City of Banning, California

Exhibit A

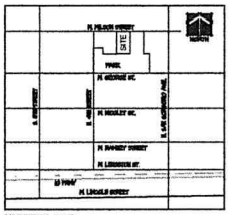
Tentative Parcel Map 38497

TENTATIVE PARCEL MAP No. 38497

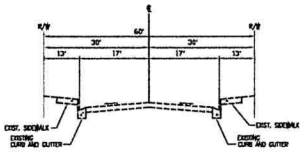
A PORTION OF LOTS 3, 4 AND 5 IN BLOCK 226 AS SHOWN BY AMMENDED MAP OF BANNING LAND COMPANY, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9, PAGE 44 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY.

Underground Service Alert
Call TOLL FREE
811
TWO WORKING DAYS BEFORE YOU DIG

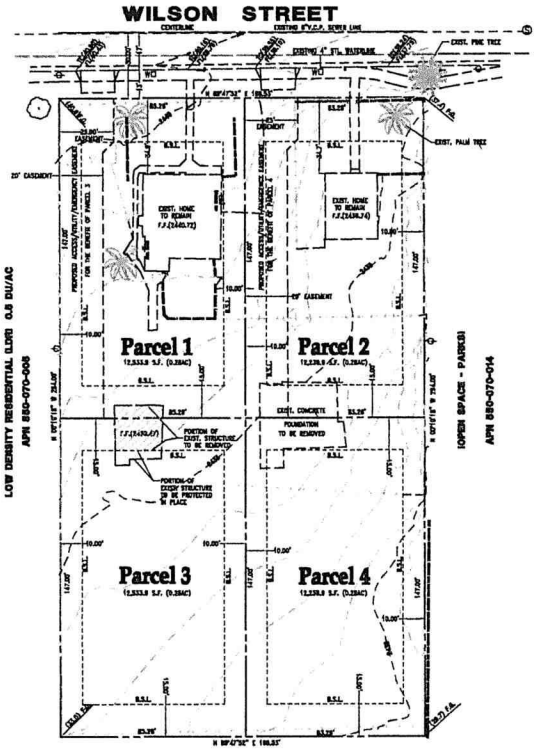
LOW DENSITY RESIDENTIAL (LDR) 0.5 DU/AC



VICINITY MAP



TYPICAL SECTION NO SCALE
WILSON STREET



LOT DATA:

PROPOSED PARCELS 1-4:	MIN. REQUIRED
MIN. LOT AREA: 12,539.9 (0.29ac)	LOT AREA: 7,000 (0.16ac)
LOT DEPTH: 147'	LOT DEPTH: 90'
MIN. LOT WIDTH: 83.25'	LOT WIDTH: 70'

LEGAL DESCRIPTION:

THE WEST 166.53 FEET OF LOTS 4 AND 5 AND WEST 166.53 FEET OF THAT PORTION OF LOT 3, IN BLOCK 226 AS SHOWN BY AMENDED MAP OF BANNING LAND COMPANY, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9, PAGE 44 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY. SAID IS LOCATED WITHIN THE NORTH HALF OF SAID BLOCK.

OWNER DEVELOPER

ROBERTO REALES
434 E. BARBOUR STREET
BANNING CA 92220
951-965-9160

ASSESSOR'S PARCEL NOS.

540-070-009

PROJECT DATA:

PROPOSED SUBDIVISION OF ONE PARCEL INTO 4 LOTS
GROSS AREA: 49,347.8 (1.14ac)

LAND USE & ZONING:

EXISTING ZONING: LOW DENSITY RESIDENTIAL (LDR) 0.5 DU/AC
EXISTING LAND USE: RESIDENTIAL
PROPOSED LAND USE: RESIDENTIAL

ADJACENT LAND USE:

NORTH	LOW DENSITY RESIDENTIAL (LDR)	0.5 DU/AC
SOUTH	OPEN SPACE - PARKS	
EAST	OPEN SPACE - PARKS	
WEST	LOW DENSITY RESIDENTIAL (LDR)	0.5 DU/AC

BENCHMARK:

BENCHMARK DISC SET IN TOP OF CURB ON THE NORTH SIDE OF INTERSTATE HIGHWAY 10, IN THE NORTHEAST QUADRANT OF THE INTERSECTION OF SAN GORGONIO AVENUE DS1088"AND LIVINGSTON STREET, CEMENTED IN A DRILL HOLE, FLUSH WITH THE SURFACE OF THE TOP OF THE NORTH CURB OF LIVINGSTON STREET, ABOUT 425 FEET NORTH OF THE SOUTHERN PACIFIC RAILROAD, 145 FEET NORTH OF THE CENTER OF INTERSTATE HIGHWAY 10, 82.5 FEET EAST OF THE CENTER OF SAN GORGONIO AVENUE, 68.5 FEET WEST OF THE CENTER OF AN ALLEY, 31.0 FEET EAST OF A FIRE HYDRANT, AND 23.3 FEET NORTH OF THE CENTER OF LIVINGSTON STREET. QUAD. 331184, LINE 105.

ELEVATION: 2547.4 (FT) (NAV 88)

UTILITIES:

TELEVISION	TELEPHONE	GAS
DIRECT TV DISH SPECTRUM	AT & T VERIZON	SOUTHERN CALIFORNIA GAS CO. 2000 MARIPOSA AVENUE, SUITE 140 RIVERSIDE, CA. 92507 800-427-2200
WATER / SEWER		**ELECTRIC**
CITY OF BANNING 176 E LINCOLN STREET P.O. BOX 998 BANNING CA. 92220 951-922-3261		BANNING ELECTRIC UTILITY 99 E BARBOUR STREET BANNING, CA. 92220 951-922-3105

LEGEND:

- UTILITY POLE GUY WIRE
- UTILITY POLE
- WATER METER BOX
- MAIL BOX
- TREE
- FIRE HYDRANT
- WATER VALVE
- SEWER MANHOLE
- CHAIN LINK FENCE

NORTH
GRAPHIC SCALE
1 inch = 20 ft.

SANDERSON-GUTIERREZ
CIVIL ENGINEERING & LAND SURVEYORS, INC
9648 HILLSIDE AVENUE, SUITE 104-145, RANCHO CUCAMONGA, CA 91730
(909) 900-1211 J.N. 2022-010
GARY L. SANDERSON, L.S. 7482, EXP. 6-30-23

SHEET: 1 OF 1 SHEET
JANUARY 31, 2023

Exhibit B

Conditions of Approval (COAs)

City of Banning

Community Development Department
Conditions of Approval

PROJECT: Tentative Parcel Map 38497
SUBJECT: Conditions of Approval (City Council Resolution 2023-86)
APPLICANT: Roberto Robles
LOCATION: 282 West Wilson Street (APN 540-070-006)

EXHIBIT B
To City Council Resolution 2023-86

***All fair share agreements, covenant agreements and agreements subject to recordation will be subject to review and approval by the City Attorney and will include appropriate enforcement provisions by the City and be properly securitized.**

Community Development Department

1. The project shall always comply with all federal, state, County and City laws, codes, regulations, and standards, including those that relate to hazardous materials.

2. The applicant shall indemnify, protect, defend, and hold harmless, the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, from any and all claims, demands, lawsuits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolutions procedures (including, but not limited to, arbitrations, mediations, and other such procedures) (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, the action of, or any permit or approval issued by, the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City), for or concerning the project, whether such actions are brought under the California Environmental Quality Act (CEQA), State Planning and Zoning Law, the Subdivisions Map Act, Code of Civil Procedure Section 1085 or 1094.5, or any other state, federal, or local statute, law, ordinance, rule, regulation, or any decision of a competent jurisdiction. It is expressly agreed that the City shall have

the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City's defense, and that applicant shall reimburse City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. City shall promptly notify the applicant of any Action brought and City shall cooperate with applicant in the defense of the Action.

3. Approval of this entitlement shall not waive compliance with any sections of the Banning Municipal Code (BMC), other applicable City ordinances, in effect at the time of building permit issuance.

4. Approval of Tentative Parcel Map 38497 shall be for a period of two (2) years from the date of City Council approval, or Tentative Parcel Map approval shall become null and void. Additionally, if after commencement of the project, work is discontinued for a period of one year, the Tentative Parcel Map shall become null and void. The City Council may, upon a written application being filed 30 days prior to expiration and for good cause, grant a one-time extension not to exceed 12 months. Upon granting of an extension, the Community Development Director shall ensure that the Tentative Parcel Map complies with all current Ordinance provisions.

5. A copy of the signed resolution of approval or Community Development Director's letter of approval and all conditions of approval and any applicable mitigation measures shall be reproduced in legible form on the grading plans, building and construction plans, and landscape and irrigation plans submitted for review and approval as required by the reviewing department.

6. Prior to any occupancy/use of the Project site, or business activity being commenced thereon, the Applicant shall complete all Conditions of Approval to the satisfaction of the Community Development Director.

7. Exterior lighting shall be shielded or recessed so that light is contained within the boundaries of the parcel on which the lighting is located. All lighting shall be directed downward and away from adjoining properties and public rights-of-way.

8. Pursuant to BMC 17.12.130, chain link fencing is not permitted. The applicant shall remove the existing chain link fencing and construct new perimeter and interior fencing pursuant to Section 17.08.240.L. and Section 17.24.080 of the Banning Municipal Code. The developer shall make reasonable attempts to eliminate a "double wall" scenario with adjacent properties.

9. The design of all lots shall meet the minimum development requirements contained in the City's Zoning Ordinance for the Low-Density Residential Zoning District.

10. Applicant shall pay all development fees adopted by the City in effect at the time of issuance of any building permits, which shall include but not be limited to: TUMF, MSHCP, police and fire safety developer fees, water and sewer fees, park land dedication fees, and electric meter installation fees etc. Project proponent shall provide written evidence to the City that school mitigation fees have been paid or other arrangements acceptable to the Banning Unified School District have been met.

11. A complete landscape/irrigation package prepared by a landscape architect licensed by the State of California shall be reviewed and approved by the Planning Division prior to issuance of building permit. The plans shall include the following elements:

    a. Water conservation concept statement;
    b. Calculation of maximum applied water allowance;
    c. Calculation of estimated total water use;
    d. Landscape design plan;
    e. Irrigation design plan; and
    f. Certificate of substantial completion.

NOTE: The landscape plan shall demonstrate compliance with BMC Title 17 requirements related to minimum dimensions and percentages of landscaping in parking areas, including required front yard setback landscaping.

12. Storage, use, and removal of toxic substances, solid waste, and flammable liquids shall conform to all applicable federal, state, and local regulations. The Applicant shall maintain all required licensing in good order for the duration of Project operations. Any lapse or revocation of any required license shall result in the voiding of the Design Review and Conditional Use Permit approvals.

13. The Applicant shall develop and maintain the subject property in accordance with the site plans stamped approved by the City and on file in the Planning Division, the conditions contained herein, and the applicable BMC regulations.

14. A security fence with screening shall protect all construction sites. The fencing and screening shall be maintained at all times to protect pedestrians. All development projects shall submit a construction fencing plan with the construction design plans. Construction projects that have phased occupancy shall be completely separated by

a construction fence that is screened and show the adjusted fence locations at each phase.

15. Tentative Parcel Map 38497 shall comply with all Conditions of Approval as stated in Planning Commission Resolution No. 2023-06.

16. The permittee shall utilize an anti-graffiti coating on trash enclosures and decorative block walls.

17. Provide the following number of construction plans and documents listed below for the first review of the proposed project. The initial plan review time will take two weeks on most projects. The applicant will receive an application number at the time plans are submitted for Building & Safety's plan review. This number is needed to obtain information regarding your project:

    (7) Precise Grading Plans
    (7) Plot/Site Plans
    (7) Site Disabled Access Plan
    (7) Architectural Plans
    (7) Structural Plans
    (7) Electrical Plans
    (7) Electrical Load Calculations
    (7) Plumbing Plans/Isometrics
    (7) Mechanical Plans
    (2) Structural Calculations
    (2) Roof and Floor Truss Calculations
    (2) Title 24 Energy Calculations
    (2) Geology Report
    (2) Soils Report
    (2) Condition of Approval Packages
    (3) Temporary Fence Plan
    (1) Approved Health Department Plans
    (2) Energy Commissioning Plan

18. Electronic plan submittal can be provided by building and safety. Please email CommunityDev@banningca.gov for additional information.

19. All structures shall be designed in accordance with the current version of the California Building Codes, including the California Green Building Standards Code. Design all structures to comply with Seismic Design Category D, basic wind speed should be

site specific and determined from ATC at www.atcouncil.org/windspeed with exposure type "C", and Energy Calculations shall be designed per Climate Zone 10.

20. Prior to issuance of building permits, provide a receipt from the appropriate Unified School District stating that all school fees have been paid. (Banning Unified School District).

21. Banning Electric does not release electric meters until final approvals are obtained from all agencies and departments.

22. Construction projects, requiring temporary electrical power, shall obtain an electrical permit from Banning Electric.

23. Identify if a new gas meter service is to be installed or connection to the existing service meter.

24. Construction projects requiring fire permits must apply and submit fire plans prior to the issuance of the building permit, including fire sprinkler submittals.

25. The Developer/Owner is responsible for the coordination of releasing any Deferral of Development Impact Fees or Bonds after such fees have been paid. The Developer/Owner should be aware, once the deferral notice is sent to the Riverside County Recorder's Office; the release process takes two to three weeks. This process will delay final Certificates of Occupancy.

26. The Developer/Owner is responsible for the coordination of the final occupancy. The Developer/Owner shall request clearances from each department and/or agency at least two weeks prior to requesting a final building inspection from Building and Safety. Each agency may sign the Building and Safety Job Card, or provide agency approved signed documentation, and provide a copy of the signatures to Building and Safety at the time the final inspection is requested.

27. A security fence with screening shall protect all construction sites. The fencing and screening shall be maintained at all times to protect pedestrians. All development projects shall submit a construction fencing plan with the construction design plans. Construction projects that have phased occupancy shall be completely separated by a construction fence that is screened and show the adjusted fence locations at each phase.

28. On site toilet facilities shall be provided for construction workers and such facilities shall be maintained in a sanitary condition. Construction toilet facilities of the non-sewer type shall conform to ANSI ZA.3 and on site per NPDS stormwater requirements.

29. All construction materials, which are not used, shall be recycled pursuant to the requirements per the California Green Building Standards Code. Receipts from the recycle company responsible for picking up the materials shall be kept in the construction office. After the construction is complete and before final occupancy, all trash receipts shall be forwarded to the City.

30. Prior to the issuance of Building Permits, on site water service shall be installed and approved by the responsible agency. On site fire hydrants shall be approved by the Riverside County Fire Department. No flammable materials will be allowed on the site until the fire hydrants are established and approved. No flammable construction materials shall be placed on the site without approvals by the Fire Department. All street and access roadways around the project shall be paved for emergency response vehicles before flammable materials are placed on the project.

31. Prior to issuance of building permits, site-grading certifications, compaction reports, and survey report shall be submitted to Building and Safety or to Public Works, as applicable.

32. All construction projects shall comply with the NPDES Stormwater Best Management Program. Prior to building permit issuance submit copy of the Water Quality Management Program Report. (WQMP)

33. All deferred plan items are to be identified on the cover sheet of the drawing plans.

34. The structure's sewer is to be connected to the public sewer system when provided. When the public system is not available, an onsite septic system is to be installed. Obtain a septic system handout at the permit counter for requirement information. Percolation test is required with report provided at time of septic system application.

35. Site development and grading shall be designed to provide access to all entrances and exterior ground floor exits and access to normal paths of travel. The accessible route(s) of travel shall be the most practical direct route.

36. Demolition of any onsite structures requires the following information or action:
    a. Submit copies of the property title at permit submittal.
    b. Provide copy of the hazardous materials survey (asbestos and lead) for each structure.
    c. Contact the City of Banning Building & Safety Department for current abatement and documentation requirements prior to performing demolition.

37. For the removal of fuel storage tanks, or other excavations involving backfill, a compaction shall be filed with the Building & Safety Department. Fuel storage tank removal will require notification of Riverside County Fire, Hazardous Materials and Riverside County Environmental Health Department.

38. All dead and removed trees and foliage is to be properly removed from the site.

39. The City enforces the State of California provisions of the California Building Code disabled access requirements. The Federal Americans with Disabilities Act (ADA) standards may differ in some cases from the California State requirements; therefore, it is the building owner's responsibility to be aware of those differences and comply accordingly.

40. Building and Safety inspection requests must be made by 4:00 pm. on the previous City working day to receive a next day inspection. Please contact (951) 922-4820

41. Prior to final inspection, provide Building & Safety with a zip drive of the final approved amended plans, calculations, and documents.

42. Plan review application approval is valid for a period of 180 days after application date (plan check submittal date)- if the permit is not obtained within that time period the approval expires and becomes null and void. The Building Official may extend the time for action by the applicant for a period of 90 days upon written request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken. In order to renew action on an application after expiration the applicant shall resubmit plans and pay a new plan review fee.

Banning Electric Utility

43. The City of Banning Electric Utility ("BEU") will require adequate easements needed to service the project. An easement area will be required for underground infrastructure, such as: vaults, conduits, streetlights, pad mounted transformers and/or switches. Adequate easements will be required to serve all parcels of this project. Easements shall be offered for dedication to the City of Banning for public utility purposes. A non-exclusive easement shall be provided to the City of Banning to include the installation of electric distribution facilities within all common areas.

44. BEU will require any existing structures and/or pads to be demolished, rebuilt, or repaired to current standards.

45. Streetlight infrastructure is to be installed by the developer and are assumed to be publicly owned and maintained by the BEU.

46. Prior to constructing BEU's electric distribution system, the developer shall submit a detailed engineering plan showing design, location, and schematics for the utility system to be approved by BEU. It will also be required that the developer follow BEU's Electric Utility Maps & Records requirement (per attachment). This will allow the utility to assist with the completion of a distribution plan and provide a cost estimate to service the project. Design conditions and requirements to serve the project with electricity shall be discussed and reviewed following approval of TPM No. 38497.

47. The Developer shall execute one or more line extension agreements with the BEU providing for the installation, construction, improvement, and dedication of the utility system following approval of tentative tract map, if needed.

48. All electric utility equipment will require to have adequate working clearances per local and state requirements, because of this some items such as trees and bushes may be eliminated. This equipment includes substructures, transformers, pad mounted switch gear and meter locations.

49. The Developer shall be responsible to obtain, read, acknowledge, and submit all plans and project information in the manner described in the Banning Electric Utility General Development Service Requirements.

50. The Developer shall obtain, complete, and return a New Service Questionnaire to Banning Electric Utility.

PUBLIC WORKS/ENGINEERING:

The Department of Public Works provides the Conditions of Approval listed herein for the above-mentioned project. Unless otherwise stated, all conditions shall be completed by the applicant at no cost to any government agency. The Applicant may contact the Engineering Division at (951) 922-3130 for compliance with the following conditions.

GENERAL CONDITIONS

51. The subject property shall substantially conform to the approved tentative map and specific plan. The City Engineer may approve minor design modifications to the project plans during the plan check process, if such modifications conform to the provisions of the Banning Municipal Code. Substantial changes shall not be permitted except upon application for, and approval of modification of this entitlement in compliance with all applicable procedures and requirements.

52. Revisions to the approved Tentative Map during Final Map plan check process; including, but not limited to, lot line alignments, easements, improvement plan revisions, and similar minor changes that are in substantial compliance with the Tentative Map, or associated Conditions of Approval, shall be administratively approved through the plan check process with the mutual consent and approval of the Developer, the Community Development Director, and the City Engineer. Changes that are not administratively approved, through the process referenced above and herein shall be amended in accordance with the Subdivision Map Act, as amended and codified within the Banning Municipal Code (BMC).

53. All Ordinances, Policy Resolutions, and Standards of the City in effect at the time this project is approved shall be complied with as a condition of this approval.

54. A Public Works Permit shall be required prior to commencement of any work within the public right-of-way. The contractor working within the public right-of-way shall submit proof of a Class "A" State Contractor's License, City of Banning Business License, and Liability Insurance.

55. Prior to the issuance of any grading, construction, or public works permit by the City, the Applicant shall obtain any necessary clearances and/or permits from the following agencies. Permits will not be unreasonably withheld if the developer has met all typical standards for a permit and satisfied all relevant conditions of approval for the appropriate permit:

    - City of Banning Fire Marshall
    - City of Banning Community Development Department
    - City of Banning Public Works Department
    - City of Banning Water/Wastewater Department
    - City of Banning Electric Department

    The applicant is responsible for meeting all requirements of permits and/or clearances from the agencies from the non-inclusive list above. When the requirements include approval of approved plans, the applicant shall furnish such proof of approvals when submitting improvement plans to the City. The applicant shall comply with all conditions and mitigation measures and submit copies of all correspondence with the agencies to the Engineering Division.

56. All required plans and studies shall be prepared by a Registered Professional Engineer, Registered Professional Geologist. Registered Professional Landscape Architect or Registered Professional Surveyor in the State of California and submitted to the Public Works Department for review and approval.

57. The design of public infrastructure elements shall conform to the requirements of these Conditions of Approval, City General Plan, City/Regional Master Plans, City of Banning Grading Manual, City of Banning codes/standards, Standard Specifications for Public Works Construction (current edition), and Caltrans Standards and Specifications at no cost to any governmental agency as required by the City Engineer.

58. The design of private grading and improvements outside of public right of way shall comply with the City of Banning Grading Manual, Title 18 of the City of Banning Municipal Code, California Building Code, State Water Resources Control Board orders, rules, and regulations, and City of Banning standards and practices.

59. The following is a non-inclusive list of items that may be required by the Public Works Department. Unless otherwise authorized in writing by the City Engineer, plans shall utilize the minimum scale specified and shall be drawn on 24"x36" Mylar film. Plans should be drawn at a larger scale if additional detail and/or clarity is desired (Note: The applicant may be required to prepare other improvement plans not listed here pursuant to improvement required by other agencies and utility purveyors):

Plans:

- Precise Grading Plan 1"=20' Horizontal
  - Include sidewalk improvements and driveway installation on this plan set
  - Include water service laterals, meter boxes, and sewer laterals on separate utility sheet
  - Include private storm drain/infiltration basins on separate drainage sheet
- Retaining Wall Plan (if any) 1"=40' Horizontal
- Erosion and Sediment Control Plan 1"=100' Horizontal

Other engineered improvement plans prepared for City approval that are not listed herein shall be prepared in formats approved by the City Engineer prior to commencing plan preparation.

An index map shall be provided on the title sheet of all plan sets showing the overall view of the entire work area.

All plans shall be complete, to the satisfaction of the City Engineer, prior to final map recordation and determination of surety estimates.

Reports and Studies

- Geotechnical Report
- Grading and Pad Certifications and Compaction Report
- Final Hydrologic and Hydraulic Report
- Engineers Cost Estimates

Permits and Agreements

- Permission to Grade and Construction Agreements (if applicable)
- City Grading Permit
- City Encroachment Permit
- Non-Interference Letters
- Performance Bonds
- Labor and Material Bond

Survey Documents

- Final Map
- Easement Dedications
- Corner Records
- Record of Survey (if necessary)

60. The applicant is responsible for resolving any conflicts with existing or proposed easements. All easement(s) of record and proposed easements shall be shown on the final map, grading plan, and improvement plans where applicable.

61. Where survey monuments exist, such monuments shall be protected or shall be referenced and reset, pursuant to the Business and Professions Code, Sections 8700 to 8805 (Land Surveyors Act).

62. All future utility systems including gas, electric, telephone, water, sewer, and cable TV, shall be provided for underground, with easements provided as required, and designed and constructed in accordance with City codes and the utility provider. Telephone, cable TV, and/or security systems shall be pre-wired.

63. Any existing public improvements, or public improvements not accepted by the City that are damaged during construction shall be removed and replaced as determined by the City Engineer or his/her representative.

64. All precautions shall be taken to prevent washouts, undermining and subsurface ponding, caused by rain or runoff to all surface structures (curbs, gutters, sidewalks, paving, etc.). The Engineering Division may order repair, removal and replacement, extra compaction tests, load tests, etc. or any combination thereof for any such structure that was damaged or appears to have been damaged. All of the additional work, testing, etc., shall be at the expense of the Applicant.

65. Prior to the release of surety and upon completion of construction, the Applicant shall furnish the City with reproducible record drawings on Mylar film of all improvement plans that were approved by the City Engineer. Each sheet shall be clearly marked "As-Built" or "As-Constructed" and shall be stamped and signed by the engineer or surveyor certifying the accuracy and completeness of the drawings. The applicant shall have all AutoCAD files submitted to the City, revised to reflect the "As-Built" conditions

MAPPING AND SURVEY

66. The submittal, approval, and recordation of the map shall be in accordance with the provisions of the State Subdivision Map Act and Title 16, Subdivisions, of the Banning Municipal Code.

67. The final map shall have adequate reservations for public right of way as well as public and/or private utility easements and abandonment of existing utility easements to the satisfaction of the City Engineer. The applicant shall be responsible for contacting all utility providers to establish appropriate easements required to provide services to each development area.

68. The applicant shall file an Environmental Constraint Sheet. An Environmental Constraint Sheet means a duplicate of the final map on which are shown the Environmental Constraint Notes. This sheet shall be filed with the County Surveyor simultaneously with the final map and labeled ENVIRONMENTAL CONSTRAINT SHEET in the top margin. Applicable items will be shown under a heading labeled Environmental Constraints Notes. The Environmental Constraint Sheet shall contain the statement

    THE ENVIRONMENTAL CONSTRAINT INFORMATION SHOWN ON THIS MAP SHEET IS FOR INFORMATIONAL PURPOSES DESCRIBING CONDITIONS AS OF

THE DATE OF FILING, AND IS NOT INTENDED TO AFFECT RECORD TITLE INTEREST. THIS INFORMATION IS DERIVED FROM PUBLIC RECORDS OR REPORTS, AND DOES NOT IMPLY THE CORRECTNESS OR SUFFICIENCY OF THOSE RECORDS OR REPORTS BY THE PREPARER OF THIS MAP SHEET.

As required by the City Engineer, the sheet shall delineate constraints involving, but not limited to, any of the following that are conditioned by the Advisory Agency: archaeological sites, geologic mapping, grading, building, building setback lines, flood hazard zones, seismic lines and setbacks, fire protection, water availability, and sewage disposal.

69. All public facilities including sewer, water, reclaimed water and drainage shall be located in a public right of way or public utility easement. All final maps shall include appropriate easements per the approved tentative map and as required by the City Engineer. All easements shall meet minimum width and access requirements as mandated by the City or governing agency.

70. Submit a copy of the title report, closure calculations, and any separate instruments or necessary right-of-way documents to the Engineering Division prior to final map approval.

71. The Applicant shall be responsible for research on private utility lines (Gas, Edison, Telephone, Cable, Internet, etc.) to ensure there are no conflicts with site development. All existing on-site utility lines that conflict with this project shall be relocated, removed, or sealed to the satisfaction of the City Engineer.

Prior to Issuance of a Grading Permit, Public Works Permit, or Construction Permit

72. The applicant, at its sole expense, shall obtain all easement acquisitions necessary to implement any portion of condition of this project, including public improvements, off-site grading and construction, offsite street requirements, offsite public utility requirements, storm drain improvements, or any other requirement of these conditions.

73. The applicant shall provide an easement over, across, and which provides ingress and egress to fire department access dedicated to the City, for ingress, egress, and right to inspect otherwise directed by the City Engineer.

74. The applicant shall offer for dedication on the Final Map, within Final Map boundaries, all public street right-of-way and public utility easements in conformance with project entitlement documents. The City may reject the dedications and leave them open for future acceptance when all required public street improvements for the map are installed by the applicant in the rights of way.

75. The applicant shall offer to dedicate to the City of Banning additional Right of Way as described below if existing dedications do not meet current requirements:

West Wilson Street (30-Foot Half Width) fronting the site as a LOCAL ROAD for public street and utility purposes.

Prior to Map Recordation

76. Security for the construction of public improvements in accordance with Government Code Section 66499 shall be as follows:

Faithful Performance Bond	100% of estimated cost
Labor and Material Bond	100% of estimated cost

- Monumentation Bond - In the amount as supplied by the Record Engineer/Land Surveyor and as approved by the City Engineer.
- Securities for the public improvements shall be on file with the City Clerk prior to scheduling the final map for approval by City Council. Unit prices for bonding estimates shall be those specified or approved by the City Engineer.
- The developer shall provide the City Engineer an Improvement Certificate, or other surety acceptable to the City Engineer, prior to or concurrent with the Offer(s) of Dedicated referenced above.

Prior to the Issuance of a Building Permit

77. The applicant shall verify and/or set all property corners, r/w corners, and centerline monuments. Subsequently, the applicant shall cause the surveyor to file the appropriate documents and records to the County of Riverside.

Prior to the Release of Surety

78. Public improvements shall be completed and accepted by City of Banning prior to release of Faithful Performance Bond and Labor and Material Bond for such improvements. Faithful Performance Bond for applicable public improvements shall be reduced to 10% once City accepts improvements into maintenance period. Final 10% to serve as the maintenance bond for the 1-year maintenance period.

79. The Applicant shall comply with Assembly Bill 1414, which was enacted on January 1, 1995, and amended Section 8771 of the Business and Professions Code of the Land Surveyors Act. Assembly Bill 1414 requires that two (2) corner records be filed when:

    - Monuments exist that control the location of subdivisions or tracts, streets or highways; or provides survey control. The monuments are located and referenced by a licensed Land Surveyor before any streets or highways are reconstructed or relocated. The corner record(s) of the references are filed with the County Surveyor.
    - Monuments are reset in the surface of the new construction and a corner record is filed with the County Surveyor before recording of a Certificate of Completion for the project.

80. Permanent survey monuments shall be set in accordance with standard survey practice. A complete set of street centerline ties shall be submitted to the Engineering Division upon completion of improvements or prior to release of the monumentation bond.

STREETS AND TRAFFIC

81. Any public improvements damaged during the course of construction shall be replaced to the satisfaction of the City Engineer, or his/her designee.

82. The following street improvements are required:

    West Wilson Street: Complete half width street improvements for LOCAL roadway per City of Banning Standard ST-100 including the following: Sidewalk, Parkway Landscaping.

83. Access drives to the public right-of-way shall be restricted to those approved by the City Engineer as shown on the approved plans.

84. Residential driveway grades shall not exceed ten percent unless approved by the City Engineer.

Prior to Recordation of a Final Map

85. The applicant shall provide estimates to construct, improve, or finance the proposed public improvements to the City Engineer for review and approval. The estimate shall differentiate between public improvements within the property boundaries of the tentative map, improvements outside the project boundaries and public improvements which abut the boundary of the property to be subdivided.

86. Applicant shall post a bond with the City of Banning to guarantee the repair of the roads.

87. Landscape and irrigation plans for parkway improvements shall be submitted for approval and shall be subject to approval by the Community Development Director and City Engineer.

Prior to any Certificate of Occupancy (COO)

88. All required public improvements for the project shall be completed, tested, and approved by City of Banning and/or Caltrans to the satisfaction of the City Engineer or their designee.

Prior to Release of Bonds/Surety

89. Applicant shall make pavement repairs necessary to mitigate the impacts of project construction traffic on all affected existing streets.

Landscaping

90. The applicant shall plant and maintain trees, shrubs, and ground cover placed in the parkway constructed in connection with the project in accordance with applicable City standards. This includes ensuring that irrigation systems are operating properly, the clearing of debris, and regular weed removal.

91. The Applicant shall prepare a water conservation using xeriscape principles. "Xeriscape" shall mean a combination of landscape features and techniques that in the aggregate reduce the demand for and consumption of water, including appropriate low water using plants, non-living ground-cover, a low percentage of turf coverage

(limited to 25% of the planted area), and water conserving irrigation techniques and systems. A low water-using drought tolerant plant includes species suited to our climate, requiring less water in order to grow well.

92. An automatic sprinkler system and landscaping shall be installed, prior to certificate of occupancy for the portion of the project for which certificates of occupancy are requested, within the common areas including perimeter slopes and the interior collector streets. Each system shall include a smart landscape irrigation controller (including remote communication), a separate water meter and electric meter, and plantings as approved by the Community Development Director. Landscaping plans and specifications shall be reviewed and approved by the City Engineer.

GRADING AND DRAINAGE

93. The project grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage areas, outlet points and outlet conditions. Otherwise, a drainage easement shall be obtained for the release of concentrated or diverted storm flows. The project shall accept and convey storm flows from the adjacent property within the property boundaries, or within drainage devices and easements obtained by the applicant.

94. The applicant shall comply with Title 18 of the Banning Municipal Code "Grading, Erosion, and Sediment Control", the City of Banning Grading Manual, California Building Code related to excavation and grading, and State Water Resources Control Board orders, rules, and regulations.

95. Grading work shall be balanced on-site, wherever possible. If export is required as a result of the final grading plan, then measures will be taken to be in compliance with the applicable City of Banning Ordinances at time of final grading plan approval.

96. Rough grading plans shall include perimeter walls with top of wall and top of footing elevations shown. All footings shall have a minimum of 1-foot of cover, and/or sufficient cover to clear any obstructions. The Applicant shall submit design calculations and obtain permits for all perimeter and retaining walls from the Building and Safety Department.

97. The applicant shall comply with Chapter 13.24 "Stormwater Management Systems" of the Banning Municipal Code.

98. The applicant shall submit a Drainage Study with hydrologic and hydraulic analysis for developed and undeveloped (existing) conditions to the Engineering Division for review and approval. The study and analysis shall be prepared by a civil engineer licensed by the State of California. Drainage design shall be in accordance with Banning Master Drainage Plan adopted by Riverside County Flood Control and Water Conservation District (RCFCD), RCFCD Hydrology Manual, and standard plans and specifications. The 10-year storm flow shall be contained within the street curbs, and the 100-year storm shall be contained within the street right-of-way; when this criteria is exceeded, additional drainage facilities shall be designed and constructed.

99. The proposed drainage improvement plans shall be designed such that drainage facilities will maintain or reduce the 100-year peak runoff rates presently exiting all Project boundaries. The Project will use on-site infiltration basins to reduce the storm water flows to or below the existing condition flows prior to their discharge to areas located downstream of the project. The project shall be designed to retain the 100-year 3-hour storm. Detention facilities shall have a maximum draw down time of 72 hours.

Prior to Issuance of a Grading Permit

100. A grading permit shall be obtained from the Public Works Department prior to the commencement of any grading work.

101. Detailed grading plans shall be prepared and approved by the City prior to any on-site grading for the project.

102. Prepare an erosion control plan that provides the developed phases with the required flood protection. Flood protection shall be determined by the size of the undeveloped areas and the flow patterns.

103. A soils report and geotechnical study shall be submitted in conjunction with the grading plan with further analyses of on-site soil conditions and appropriate measures to control erosion and dust. Any issues or recommendations provided in the report shall be addressed to the satisfaction of the City Engineer. The responsible geotechnical engineer shall sign and stamp all grading plans indicating the plan complies with the recommendations of the comprehensive soils and geotechnical report.

Prior to the Issuance of a Building Permit

104. A precise grading plan shall be submitted to the City Engineer for review and approval. A grading permit shall be obtained prior to commencement of any grading activity.

105. The applicant shall provide a lot pad certification. The pad certification shall include an elevation and compaction certification. The elevation certification shall be stamped and signed by a licensed civil engineer or land surveyor and shall list the pad elevation as shown on the approved grading plan, the actual pad elevation and the difference between the two, if any. The compaction certification shall list the relative compaction of the pad soil and shall be certified by a licensed geotechnical engineer.

Prior to Recordation of a Final Map

106. A Grading Plan and Erosion Control Plan shall be submitted to the City Engineer for review and approval.

POTABLE WATER IMPROVEMENTS

107. All public potable water improvements shall be constructed per City of Banning Standards and Specifications, Standard Specifications for Public Works Construction, current edition, or as otherwise approved in writing by the City Engineer.

108. All private potable water improvement shall be designed and constructed per California Building Code, California Plumbing Code, and California Fire Code, latest editions. All private improvements shall be concurrently reviewed by the Building and Safety Department.

109. All private fire suppression systems shall be reviewed and approved by the City Fire Marshall.

110. Applicant shall install facilities within public rights of way. Where public right of way is not available, applicant shall provide easement rights to the City of Banning covering existing and proposed facilities necessary for the project.

111. A water improvement plan shall be submitted, on separate sheets within the precise grading plan showing proposed water service connection sizes and locations. Water laterals shall be installed per City of Banning Standard W-4 with dual water lines for each unity for potable and fire service.

112. Separate meters are required for each unit, and each meter requires an individual connection to the existing water main. Meter boxes shall be located outside the driveway easement for the 3 units.

Prior to Recordation of a Final Map

113. Prior to recordation of the final tract map, improvement plans for water facilities shall be prepared by a Licensed Engineer and submitted for review and approval by the City Engineer. All proposed new water laterals shall connect into the City's water supply and be designed and constructed to City Standards.

SEWER IMPROVEMENTS

114. All public sewer improvements shall be constructed per City of Banning Standards and Specifications, Standard Specifications for Public Works Construction, current edition, or as otherwise approved in writing by the City Engineer.

115. Applicant shall install facilities within public rights of way. Where public right of way is not available, applicant shall provide easement rights to the City of Banning covering existing and proposed facilities necessary for the project.

116. Submit Sewer Improvement Plans included on the Precise Grading Plan utility sheet. to the City Engineer for review and approval. The proposed new sewer laterals shall connect into the City's sewer system.

117. Each residential unit shall have its own sewer lateral and shall be PVC SDR 26.

118. A sewer check valve shall be provided for each building with a finish pad elevation lower than the rim elevation of the immediate up-stream sewer manhole.

119. Any pad with an elevation lower than the nearest upstream manhole rim elevation shall require a backwater valve.

Prior to Recordation of a Final Map

120. Prior to recordation of the final tract map, associated improvement plans for sewer facilities shall be submitted to the City for review and approval and shall be substantially complete to the satisfaction of the City Engineer.

TRASH/REFUSE/RECYCLING/ORGANICS

SOLID WASTE COLLECTION SERVICES

121. Effective January 1, 2022, all residential, single-family units shall subscribe to City's three-container (trash, recycling, organics), Collection Services per Banning Municipal Code, Title 8.28, "Garbage Collection and Disposal". Information on the program is available on the City of Banning website and made available at the following link: https://library.municode.com/ca/banning/codes/code_of_ordinances.

CONSTRUCTION & DEMOLITION PROJECTS

122. Pursuant to CAL Green Building Standards Code section code 5.408. Construction and demolition wastes must be recycled and or salvaged for a reuse minimum of 65% of nonhazardous construction demolition waste materials. All projects require construction waste reduction, disposal and recycling services that comply with the 2019 California Green Building Standards Code (CALGreen) as described in the Non-Residential (5.408).

123. Applicants are required to use the City's exclusive franchise hauler unless otherwise approved in writing by the Public Works Department.

124. Applicants are encouraged to review the referenced sections in the 2019 California Green Building Standard Code:https://calgreenenergyservices.com/wp/wp-content/uploads/2019_california_green_code.pdf.

125. Applicants shall submit a Construction and Demolition Waste Diversion Plan to the City's Solid Waste Program Coordinator (SWPC) prior to commencement of construction or demolition. Contact the SWPC at jgrunewald@banningca.gov or 951.922.3193 for further details and to obtain a plan template.

126. Applicants shall submit a Construction and Demolition Waste Diversion Reporting Form to the City's Solid Waste Program Coordinator upon completion of the project to obtain diversion approval prior to final sign-off. Contact the SWPC at jgrunewald@banningca.gov or 951.922.3193 for further details and to obtain a report form template.

FEES

127. All fees must be paid in full at the thresholds identified below.

128. Evidence of paid fees to agencies outside the City of Banning is required prior to the issuance of any applicable permit.

129. Plan check fees for professional report review and all improvement plan reviews shall be paid at the time of submittal of said documents in accordance with the fee schedule in effect at the time of the submittal.

Prior to the Issuance of a Grading Permit

130. Public Works Inspection fees shall be paid prior to the issuance of any permits in accordance with the fee schedule in effect at the time of scheduling.

Prior to the Issuance of an Encroachment Permit

131. Public Works Inspection fees shall be paid prior to the issuance of any permits in accordance with the fee schedule in effect at the time of scheduling.

Prior to Issuance of Certificate of Occupancy

132. Water connection fees and water meter installation charges shall be paid in accordance with the fee schedule in effect at that time.

133. Sewer connection fees will be based on a combination of quantity and quality of sewer discharges, and paid prior to permit issuance.

134. Development Impact Fees shall be paid in accordance with the fee schedule in effect at the time that the fees are paid.

135. A plan storage fee shall be paid for any engineering plans that may be required prior to issuance of certificate of occupancy in accordance with the fee schedule in effect at the time the fee is paid.

Fire Department

With respect to the conditions of approval for the referenced project, the Fire Department requires the following fire protection measures be provided in accordance with Riverside County Ordinances and/or recognized fire protection standards:

136. Fire Hydrants and Fire Flow: Prior to the issuance of building permits, plans for the water system shall be submitted to the fire department for review and approval. The water system shall be capable of delivering the required fire flow. Fire hydrant(s) location and spacing shall comply with the fire code. An approved water supply for fire protection during construction shall be made available prior to the arrival of combustible materials on site. Reference 2019 California Fire Code (CFC) 507.5.1, 3312, Appendices B and C.

137. Fire Department Access: Prior to building permit issuance, provide a site plan showing the fire lanes. Access roads shall be provided to within 150 feet to all portions of the exterior building walls and shall have an unobstructed width of not less than 24 feet. The construction of the access roads shall be all weather and capable of sustaining 40,000 lbs. over two axles for areas of residential development and 60,000

lbs. over two axels for commercial developments. Approved vehicle access, either permanent or temporary, shall be provided during construction Ref. CFC 503.1.1, 3310.1 and 503.2.1

138. Fire Department Access Easement: Prior to building permit issuance, the developer shall cause preparation of a Plat and Legal Description (prepared by a licensed surveyor or civil engineer) for the common driveway as an easement for residential access and public emergency and service vehicles. Said easement shall be dedicated in favor of the future residential lots in equal share. The easement documents shall require that the access road is kept in a state of good repair in perpetuity.

    Easement documents shall be submitted to the Office of the City Engineer and Office of the Fire Marshal for review and approval.

139. Requests for installation of traffic calming designs/devices on fire apparatus access roads shall be submitted and approved by the Office of the Fire Marshal. Ref. CFC 503.4.1

140. Grading Permit Fire Department Review: Submittal to the Office of the Fire Marshal for Precise Grading Permit will be required.

141. Construction Permits Fire Department Review: Submittal of construction plans to the Office of the Fire Marshal for development, construction, installation, and operational use permitting will be required. Final fire and life safety conditions will be addressed when the Office of the Fire Marshal reviews these plans. These conditions will be based on occupancy, use, California Building Code (CBC), California Fire Code, and related codes, which are in effect at the time of building plan submittal.

142. Fire Sprinkler System: Approved automatic sprinkler systems shall be provided throughout all new buildings and structures. Automatic fire sprinklers shall be installed per the requirements set forth in CFC Sections 903.2.1 through 903.2.18

Exception: *New non-residential occupancies, buildings or structures that do not exceed 350 square feet of building area and contain no plumbing fixtures.*

143. Fire Alarm and Detection System: A water flow monitoring system and/or fire alarm system may be required and determined at time of building plan review. Ref. CFC 903.4, CFC 907.2 and NFPA 72

144. Gate Access shall be Prohibited: No gates are allowed that may block, impede, or deny access to the common driveway, as shown on the Final Parcel Map. A note to this effect shall be placed on the Final Parcel Map.

145. Addressing: All commercial buildings shall display street numbers in a prominent location on the address side and additional locations as required. Ref. CFC 505.1 and County of Riverside Office of the Fire Marshal Standard #07-01

146. Deferred Submittals:
    - Fire Suppression Systems
    - Fire Alarm System
    - CO_2 Enrichment Systems
    - Pre-Fixed Suppression Systems

END

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 24, 2025**
SUBJECT:	**Consideration of Resolution 2025-90, Authorizing Staff to Sign the Subdivision Improvement Agreement and Accept Faithful Performance and Labor and Material Bonds for Public Improvements for Street, Sewer, and Water Improvements at the Wilson Street Crossing of Smith Creek adjacent to Final Map 37389-1**

RECOMMENDATION:

Adopt Resolution 2025-90.

BACKGROUND:

City Council took actions to approve the Final Maps related to Tentative Map 37389 in the Atwell project in previous actions, detailed below:

- Tentative Map 37389 Approval - Resolution 2021-59 on June 22, 2021
- Final Maps 37389-1, 37389-2, 37389-3 & 37389-5 - Resolution 2022-122 on September 23, 2022

The improvement plans related to the widening of Wilson Street at Smith Creek are a Condition of Approval of Tentative Map 37389. These plans have been submitted and reviewed by staff, and have since been approved, cost estimates approved, and Faithful Performance Bonds and Labor and Material Bonds as required in the Subdivision Improvement Agreement have been submitted. The developer is preparing for construction of the facilities included with these plan sets and secured with the required bonds.

JUSTIFICATION:

The street, sewer, and water improvement plans and affiliated cost estimates have been reviewed by Public Works Department staff and deemed complete and ready for execution of the Subdivision Improvement Agreement and acceptance of the required bonds.

FISCAL IMPACT:

None

ALTERNATIVES:

Do not adopt Resolution 2025-90 and provide staff with alternate direction

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Resolution 2025-90, Wilson and Smith Creek SIA.docx
2. Resolution 2025-90 Exhibit A.pdf
3. Att. 1 - Wilson and Smith Creek Bonds.pdf

RESOLUTION 2025-90

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AUTHORIZING STAFF TO SIGN THE SUBDIVISION IMPROVEMENT AGREEMENT AND ACCEPT FAITHFUL PERFORMANCE AND LABOR AND MATERIAL BONDS FOR PUBLIC IMPROVEMENTS FOR STREET, SEWER, AND WATER IMPROVEMENTS AT THE WILSON STREET CROSSING OF SMITH CREEK ADJACENT TO FINAL MAP 37389-1

WHEREAS, Tentative Tract Map (TTM) No. 37389 was approved by City Council on June 22, 2021. The proposed map implements the Atwell Specific Plan (also known as the Butterfield Specific Plan; "Specific Plan") originally approved by the City Council in March of 2012, with minor modifications approved in 2017 and provides for the development as allowed by the Specific Plan; and

WHEREAS, Final Tract Map (FM) No. 37389-1 has been previously approved by City Council and subsequently recorded with the County of Riverside; and

WHEREAS, the property owner has signed a Subdivision Agreement and has submitted bonds to assure that the required street, sewer, and water improvements are constructed; and

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

SECTION 1. The City Council approves the execution of the Subdivision Improvement Agreement to be signed by the Mayor which is hereby attached as Exhibit "A" and made part of this resolution.

SECTION 2. The City Council accepts the performance and labor and material bonds and authorizes staff to sign the final maps.

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 24th 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 2025-90, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held 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

EXHIBIT A

Subdivision Improvement Agreement for Final Tract Map 37389-1, Street, Sewer, and Water Improvements at Wilson Street at the Smith Creek Crossing

CITY OF BANNING

SUBDIVISION IMPROVEMENT AGREEMENT

* * * * * * SUBDIVISION REFERENCE DATA * * * * * *

[ ] FINAL TRACT MAP NO. 37389-1 ("Final Map" herein)

[ ] PARCEL MAP NO. _("Parcel Map" herein)

NAME OR TRACT NUMBER OF SUBDIVISION ("Subdivision" herein):	ATWELL – TR 37389-1 (Wilson Widening @ Smith Creek (Sewer, Water, Street))
NAME AND ADDRESS OF SUBDIVIDER(S):	TRI POINTE HOMES, IE-SD 1250 CORONA POINTE CT, #600 CORONA, CA 92879
CITY COUNCIL RESOLUTION OF APPROVAL NO.	_____ ("Resolution of Approval" herein)

DATE(S) THAT IMPROVEMENT PLANS WERE APPROVED BY THE CITY ENGINEER: _____

IMPROVEMENT/PLAN NO.:	Street Imp Plan	
	Water Imp Plan	
	Sewer Imp Plan	
ESTIMATED TOTAL COSTS:	IMPROVEMENTS	$675,112.73
	GRADING	$_____
	MONUMENTATION	$_____
	TOTAL:	$675,112.73

FORM OF IMPROVEMENT SECURITY:

[ ] AAA Corporate surety bonds

[ ] Deposit of money

NAME AND ADDRESS OF CORPORATE SURETY (if applicable):

RLI Insurance Company
(Name of Corporate Entity)

9025 N. Lindbergh Drive
(Street Address)

Peoria IL 61615
(City) (State) (Zip)

SURETY BOND NUMBERS (if applicable):

#CMS0359923

#CMS0359924

EFFECTIVE DATE OF AGREEMENT:

_____
(to be inserted by City)

COMPLETION PERIOD: All improvements of Tract 37389-1 (~~including the complete water and sewer system in _____ Street) with the exception of the roadway (street) improvements on _____ Street~~, shall be completed within two years from the Effective Date of the Agreement. ~~_____ Street roadway (street) construction (so that _____ Street is a continuous route from _____ to _____) shall be constructed prior to the Certificate of Occupancy for development of lots ____ and ____ of Tract _____.~~

* *

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SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Banning, a municipal corporation ("City"), and the Subdivider whose name and address is set forth above in the Subdivision Reference Data.

RECITALS

A. Subdivider has presented to the City for approval and recordation a Final Map, identified above in the Subdivision Reference Data, of a proposed subdivision pursuant to the Subdivision Map Act of the State of California and the City's ordinances and regulations as such ordinances and regulations are vested under the development agreement recorded in the official records of the County of Riverside on July 17, 2012 as Document No. 2012-0332888 ("Development Agreement") relating to the filing, approval and recordation of subdivision maps (collectively referred to herein as the "Subdivision Laws").

B. A tentative map of the Subdivision was previously approved by City, subject to the Subdivision Laws and to the City's standard requirements as vested under the Development Agreement and conditions of approval contained in the City Council's Resolution of Approval, a copy of which is on file in the Office of the City Clerk and which is incorporated herein by this reference.

C. The Subdivision Laws establish, as a condition precedent to the approval of a Final Map, that the Subdivider comply with the City Council's Resolution of Approval and either (i) complete, in compliance with applicable City standards, all of the improvements and land development work required by the Subdivision Laws and the City Council's Resolution of Approval; or (ii) enter into a secured agreement with the City to complete the improvements and land development work within a period of time specified by the City.

D. In consideration of approval of the Final Map for the Subdivision by the City Council, Subdivider desires to enter into this Agreement whereby Subdivider promises to install and complete, at its sole expense, except as otherwise provided in a credit/reimbursement agreement as provided for in the Development Agreement, all public improvement work required by the City as set forth on the Improvement Plans (as defined below) for the proposed Subdivision. Subdivider has secured this Agreement by improvement security required by the Subdivision Laws and approved by the City. In any conflict between the terms in this Agreement and the Development Agreement, the Development Agreement shall be the controlling document.

E. Improvement Plans, and related specifications, numbered as designated above in the Subdivision Reference Data, for the construction, installation and completion of the Improvements identified in Schedule A hereto, have been prepared by the Subdivider, approved by the City Engineer, and are on file in the office of the City Engineer. Said Improvement Plans, and related specifications, subsequently modified by the mutual written agreement of the parties, are hereby referred to as the "Improvement Plans" and are incorporated herein by this reference.

Any improvement to be constructed pursuant to the Improvement Plan is hereby referred to individually as an "**Improvement**" and collectively as the "**Improvements**".

NOW, THEREFORE, in consideration of the approval and recordation by the City Council of the Final Map of the Subdivision, Subdivider and City agree as follows:

1. SUBDIVIDER'S OBLIGATION TO CONSTRUCT IMPROVEMENTS

A. Subdivider shall, at its sole expense, unless otherwise provided in a credit/reimbursement agreement as provided for in the Development Agreement, and in compliance with the provisions of the Subdivision Laws, the Improvement Plans, conditions of approval of the Tentative Map, and all applicable City standards and fees, and in a good and workmanlike fashion, furnish, construct, install and guarantee (as set forth in Section 3) the Improvements, Grading, and Monumentation described on the tentative map and in the City Council's Resolution of Approval relating thereto (collectively, the "Improvements").

B. To the extent necessary to construct the Improvements, as determined by the City Engineer, the Subdivider shall acquire and dedicate, or pay the reasonable, documented cost of acquisition by City of, all rights-of-way, easements and other interests in real property for the construction or installation of the Improvements, free and clear of all liens and encumbrances. If the Subdivider is unable to acquire such rights-of-way, easements and other interests in real property by negotiation, then Subdivider shall, within 120 days of Final Map approval, enter into a condemnation agreement with City pursuant to Government Code Section 66462.5, by which the City will commence the process for the acquisition of the rights-of-way, easements or other real property.

C. Subject to any time extensions granted in accordance with Section 4, Subdivider shall complete all Improvements within its respective "Completion Period" specified in the Subdivision Reference Data; provided, however, that if the City Engineer reasonably determines in good faith that accelerated construction of the Improvements is essential in order to protect the public health, welfare and safety, the City Engineer shall give Subdivider not less than fifteen (15) business days' prior written notice to commence or accelerate installation and construction of such Improvements, or any portion thereof. The notice shall be in writing, and shall describe the work to be done by Subdivider, the time within which the work will commence, the period within which the work will be completed and identify the reasons that such early commencement is essential in order to protect the public health, welfare and safety. All or any portions of said Improvements may be required to be constructed or completed at a specified time, providing the foregoing criteria is met. If the Subdivider objects to the commencement or acceleration of the Improvements as specified by the City Engineer, Subdivider may appeal the decision of the City Engineer to the City Council. Any such appeal shall be filed with the City Clerk within 10 days after receipt by Subdivider of the written notice from the City Engineer.

D. If the Improvements to be constructed by Subdivider include monumentation, such monumentation shall be installed not later than thirty (30) days after the City's acceptance of all other Improvements pursuant to Section 2. As used herein,

"monumentation" shall mean the setting of survey monuments and tie points in accordance with the Subdivision Laws, and the delivery to the City Engineer of tie notes for said points.

E. Subdivider shall , at its sole expense, unless otherwise provided in a credit/reimbursement agreement as provided for in the Development Agreement, replace or repair all public improvements, public utility facilities, and surveying or subdivision monuments which are destroyed or damaged as a result of any work performed by Subdivider under this Agreement during or after the Completion Period. Any such replacement or repair shall be subject to the approval of the City Engineer.

F. In addition to, and separate from, the indemnity obligations contained in Section 9 of this Agreement, and without limiting the City's remedies under general construction defect law, Subdivider shall be responsible for the care, repair and maintenance of the applicable portion of the Improvements until the latter of the following time periods: (i) the Improvements or applicable portion thereof is accepted in writing by the City; or (ii) the expiration of the required one-year guarantee and warranty period as specified herein; or (iii) the expiration of any applicable period of time requiring the care, repair and maintenance of the applicable Improvement specified in the Development Agreement (not including the term of any Development Agreement). Neither City, nor its officers, agents and employees, shall have any liability for any accident, loss or damage to the Improvements and that may result from the construction of the Improvements prior to their completion and written acceptance by the City

G. In addition to, and separate from: (1) the indemnity obligations contained in Section 7 of this Agreement, (2) the care, repair and maintenance provisions under paragraph E of this Section 1 of this Agreement; and (3) the warranty and guarantee provisions of Section 3 of this Agreement, Subdivider shall repair and correct, or be liable to the City for any cost to repair and correct, any defect in the construction of the Improvements that is identified by City within in accordance with general construction defect law ten (10) years after City's acceptance of the Improvement, provided the City provides written notice to Subdivider of the existence of the defect within that the time period under law, and the defect is caused directly or indirectly by the design, construction, functionality, installation, assembly or workmanship of Subdivider. Nothing contained in this paragraph is intended to limit or otherwise waive any right or cause of action under applicable construction defect law that City may assert against Subdivider.

H. Subdivider shall, at its sole expense, unless otherwise provided in a credit/reimbursement agreement as provided for in the Development Agreement, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices, and pay all applicable fees required by City ordinance or resolution and all taxes required by law.

I. Not less than seven (7) days prior to commencement of work on the Improvements, Subdivider shall give written notice to the City Engineer of the date fixed for such commencement of work in order that the City Engineer shall have adequate time to schedule all necessary inspections.

J. SUBDIVIDER shall pay all applicable City fees and costs stipulated in the latest fee resolution as adopted by the City Council from time to time as required for the development of the SUBDIVISION including but not limited to the following:

1. Building Permit Fees --- to be paid at the time of building permit issuance;

2. Final Map Plan Check Fees --- to be paid at time of submittal of final map for plan check and resubmittal of revised final map for plan check;

3. Final Map Moratorium Fees --- to be paid from cash deposit established at time of filing final map;

4. Plan Check and Review Fees --- to be paid from cash deposit established at time of filing improvement plans for plan check;

5. Encroachment Permit Fees --- to be paid at time of application for encroachment permit;

6. Inspection Fees --- to be paid from cash deposit established at time of construction permit issuance; and

7. Grading Permit Fee --- to be paid from cash deposit established at time of grading permit issuance.

K. Subdivider shall provide City with final Record Drawings of all plans developed for the Subdivision, showing all changes and as built conditions as specified in the Tentative Tract Map Conditions of Approval, and shall provide electronic image files of those final Record Drawings consistent with electronic image file size and type specifications of the City prior to the acceptance of improvements and release of bonds or other security.

2. INSPECTION OF WORK AND FINAL ACCEPTANCE

A. Subdivider shall at all times maintain proper facilities and safe access for inspection of the Improvements by the City Engineer and other City personnel and inspection consultants.

B. Upon completion of the work on all or any category of the Improvements, the Subdivider may request a final inspection by the City Engineer. Within forty-five (45) days of receipt of the written letter request, the City Engineer shall inspect the Improvements and provide written notice to Subdivider of the list of items which have been found to be incomplete and the list of items which have been found to be complete. If the City Engineer determines that all or any specified category of the Improvements have been completed in accordance with this Agreement and in compliance with the Improvement Plans and all applicable City standards, then the City Engineer shall acknowledge that determination in a report to the City Council. If the Improvements that are completed are to be dedicated to or owned by the City (Improvements within City right of way and property for public use), the City Engineer's determination shall be

submitted to the City Council for final acceptance by the City, unless such power to accept has been delegated by the City Council to the City Engineer or some other officer of the City, in which case the final acceptance shall be subject to the approval of that specified official. If the Improvements that are completed are to be dedicated to or owned by a public entity other than the City, the Subdivider's written request shall be submitted to the applicable public entity or other owner, for final acceptance. Subdivider shall bear all costs of inspection and determination of completeness in accordance with City's formally adopted and applicable fees and rates.

C. Acceptance of all or any specified category of the Improvements by the City Council shall be made upon recommendation and certification of the City Engineer following inspection of said Improvements pursuant to subparagraph B above. The City Council shall act upon the City Engineer's recommendation that such public Improvements have been completed unless such power to accept has been delegated by the City Council to the City Engineer or some other officer of the City, in which case the final acceptance shall be subject to the approval of that specified official. Acceptance by the City or by the governing body of the entity that is to accept dedication or ownership of the public improvements shall not constitute a waiver by the City or such other public entity of any defects in the public Improvements.

3. GUARANTEE AND WARRANTY OF THE IMPROVEMENTS

A. If, within a period of one year following acceptance by the City of the applicable Improvements specified in Schedule A, any Improvements or part of any Improvements specified in Section A furnished, installed or constructed by the Subdivider, or any of the work performed under this Agreement by Subdivider, fails to comply with any requirements of this Agreement, or the Subdivision Laws, or the Improvement Plans and related specifications, the Subdivider shall, without delay and without cost to the City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Improvements. Subdivider's obligations hereunder shall include the repair, replacement or reconstruction of all irrigation systems and all trees, shrubs, ground cover and landscaping for such one year.

B. Should the Subdivider fail or refuse to act promptly or in accordance with subparagraph A above, or should the exigencies of the situation require repair, replacement, or reconstruction to be undertaken before the Subdivider can be notified and can perform the necessary work, then the City may, in its discretion, make the necessary repairs or replacements or perform the necessary reconstruction and draw upon the Subdivider's improvement security to reimburse itself for the costs incurred. If the Subdivider's improvement security does not cover the total cost of such repair, replacement, or reconstruction, the Subdivider shall reimburse the City for any excess costs incurred.

C. The security furnished for the faithful performance of the Subdivider's obligation to construct and install the Improvements described herein shall include the Subdivider's liability and obligation hereunder to provide the one-year guarantee and warranty of the Improvements.

4. TIME EXTENSIONS

A. Upon a showing by the Subdivider of good cause therefor, the duration of the Completion Period for the Improvements (or any of them) may be extended by the City Engineer in writing. As used herein, "good cause" may include, without limitation, delay resulting from, arising out of or relating to an act of the City; acts of God or force majeure, strikes, boycotts or similar job actions by employees or labor organizations which prevent the conduct of the work; findings made by a governmental entity that the site of a particular Improvement is of archeological significance or requires further permitting and approval; and/or actions or failure to act of native American monitor(s); and, the order of any court.

B. A time extension may be granted without notice to any surety or sureties of the Subdivider and shall not affect the validity of this Agreement nor release the surety or sureties on any bond given as an improvement security pursuant to this Agreement.

C. As a condition of any time extension provided for herein, the City Engineer, may require the Subdivider to furnish new or modified improvement security guaranteeing performance of this Agreement, as extended, in an increased amount as necessary to compensate for any projected increase in the Estimated Total Cost of Improvements, as determined by the City Engineer.

5. IMPROVEMENT SECURITY

A. Prior to City's execution of this Agreement, Subdivider shall provide as security to the City:

1. For Performance and Guarantee: Security in an amount equal to one hundred percent (100%) of the Estimated Total Cost of the Improvements, excluding Grading, as set forth above in the Subdivision Reference Data. The security shall be issued by a bonding company licensed to issue bonds in the State of California and having a Best rating of AAA or better. With this security, the form of which shall be subject to City Attorney's prior approval, the Subdivider assures faithful performance under this Agreement and guarantees the Improvements for one year after the completion and acceptance of the applicable portion of such Improvements, against any defective workmanship or materials or any unsatisfactory performance, pursuant to Section 3 hereof.

2. For Payment: Security in an amount equal to one hundred percent (100%) of the Estimated Total Cost of the Improvements, excluding Grading, as set forth above in the Subdivision Reference Data. The security shall be issued by a bonding company licensed to issue bonds in the State of California and having a Best rating of AAA or better. With this security, the form of which shall be subject to City Attorney's prior approval, the Subdivider guarantees payment to contractors, subcontractors, and persons renting equipment or furnishing labor or materials to them or to the Subdivider.

B. If the improvement security is a corporate surety bond and, in the opinion of the City, any surety or sureties thereon become insufficient, because (i) the surety becomes

insolvent; (ii) the surety's bond rating is downgraded; (iii) the surety declares bankruptcy; or (iv) the surety is no longer deemed to be an admitted surety in California by the California Department of Insurance, or (v) the form of the surety or the amount is found by City to be in error or materially insufficient, the Subdivider shall renew or replace any such surety bond with good and sufficient surety or sureties within thirty (30) days after receiving from City written demand therefor.

C. The amount of security for performance, payment and warranty obligations provided by this section shall not include the cost of monumentation, as required by Government Code Section 66497 so long as a separate cash deposit or security acceptable to the City Engineer for the estimated cost of monumentation has been submitted to the City.

D. Improvement security consisting of corporate surety bonds, in a form accepted by the City Attorney, shall be filed with the City Engineer and then kept on file with the City Clerk. If a corporate surety bond is replaced by another approved bond, the replacement shall be submitted to the City Engineer and, upon filing with the City Clerk, shall be deemed to have been made a part of and incorporated into this Agreement. Upon submission to the City Engineer and then filing with the City Clerk of a replacement bond, the former improvement security shall be released following written approval of the City Engineer.

E. Modifications of the Improvement Plans and related specifications, and modifications of the Improvements, not exceeding ten percent (10%) of the original Estimated Total Cost of the Improvements, shall not relieve or release any improvement security furnished by Subdivider pursuant to this Agreement. If any such modifications exceed ten percent (10%) of the Estimated Total Cost of the Improvements, Subdivider shall furnish additional improvement security for performance and guarantee, and for payment, as required by subparagraph A above, for one hundred percent (100%) of the revised Estimated Total Cost of the Improvements.

F. Subject to any time extensions granted in accordance with Section 4 herein, the Subdivider shall be in default if the Subdivider has not completed all improvements within two years from the Execution Date of the Agreement and has not repaired any defects in the completed Improvements within the one-year guarantee and warranty period.

Alternatively, in the event of a default by the Subdivider pursuant to Section 10, and after written notice to Subdivider and reasonable opportunity to cure, City, at its sole option, shall have the right, without limiting any other rights and/or remedies available to City at law or in equity, to draw upon or utilize the improvement security furnished herewith to construct and install the Improvements itself. If City exercises this right, the release of any unused portion of such improvement security shall be in accordance with the procedures outlined in Section 6 herein, including any retention necessary for the one-year guarantee period.

6. <u>REDUCTION OR RELEASE OF IMPROVEMENT SECURITY</u>

A. All public Improvements (Improvements that are to be owned or dedicated to the City or other public entity as distinguished from those owned by a private community

association) shall be first completed, deemed completed by the City Engineer and then accepted as complete by the City prior to release of sureties. All private Improvements (Improvements that are to be owned by a private community association and not dedicated or owned by the City or other public entity) shall be first completed and then accepted as complete in writing by the City Engineer.

B. Partial releases or reductions in the Subdivider's improvement (performance) security may be authorized prior to the City's acceptance of all Improvements required hereunder, as follows:

1. At the time that the Subdivider believes that the obligation to perform the work for which security was required is complete, the Subdivider may notify the City in writing of the completed work, including a list of work completed. Upon receipt of the written notice, the City shall review and comment or approve the completion of the required work within forty-five (45) days. If the City does not agree that all work has been completed in accordance with the plans and specifications for the Improvements, it shall supply a list of all remaining work to be completed within this 45-day period.

2. Within forty-five (45) days of receipt of the list of remaining work from the local agency, the Subdivider may then provide cost estimates for all remaining work for review and approval by the City. Upon receipt of the cost estimates, the City shall then have forty-five (45) days to review, comment, and approve, modify, or disapprove those cost estimates. The City shall not be required to engage in this process of partial release more than once between the start of work and completion and acceptance of all work; however, nothing in this section prohibits the City from allowing for multiple and phased partial releases as it otherwise deems appropriate.

3. If the City approves the cost estimate, the City shall release all performance security except for security in an amount up to two hundred percent (200%) of the cost estimate of the remaining work. The process allowing for a partial release of performance security shall occur when the cost estimate of the remaining work does not exceed twenty percent (20%) of the total original performance security unless the City allows for a release at an earlier time. Substitute bonds or other security may be used as a replacement for the performance security, subject to the approval of the City. If substitute bonds or other security is used as a replacement for the performance security released, the release shall not be effective unless and until the City receives and approves that form of replacement security. A reduction in the performance security, authorized under this section, is not, and shall not be deemed to be, an acceptance by the City of the completed improvements in and of itself, and the risk of loss or damage to the Improvements and the obligation to maintain the Improvements shall remain the sole responsibility of the Subdivider until the applicable required public Improvements have been accepted by the City in writing and all other required improvements have been fully completed in accordance with the plans and specifications for the improvements.

4. The Subdivider shall complete the works of Improvement until all remaining items are accepted by the City.

5. Upon the completion of the Improvements, the Subdivider, or his or her assigns, shall be notified in writing by the City within forty-five (45) days.

6. Within sixty (60) days of the issuance of the notification by the City Engineer, any remaining performance security, except ten percent (10%) of the original amount of the security to guarantee and warrant the Improvements for the one-year guarantee and warranty period, shall be released within sixty (60) days of the issuance of the written statement of completion.

C. Security securing the payment to the contractor, his or her subcontractors and to persons furnishing labor, materials or equipment shall, after passage of the time within which claims of lien are required to be recorded pursuant to Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code and after acceptance of the work, be reduced to an amount equal to the total claimed by all stop notice claimants for whom stop notices have been filed with the City, and if no claims have been filed, the security shall be released in full.

D. The partial release provisions of this Section 6 shall not apply to any required guarantee and warranty period required by Section 66499.9 for the guarantee or warranty nor to the amount of the security deemed necessary by the local agency for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees. Security furnished to guarantee and warrant the Improvements against any defective work or labor done or defective materials furnished, shall be released within thirty (30) days after the completion of the one-year period following completion and acceptance of all Improvements.

E. If Subdivider's obligations relating to any Improvements are subject to the approval of another governmental agency, the City shall not release the improvement (performance) security therefor until the obligations are performed to the satisfaction of such other governmental agency. Such agency shall have sixty (60) days after receipt of written notice from the Subdivider of the Subdivider's performance of the obligation to register its satisfaction or dissatisfaction. If at the end of that period it has not registered its satisfaction or dissatisfaction, it shall be conclusively deemed that the Subdivider's performance of the obligation was done to its satisfaction, and such improvement security shall be promptly released.

F. In the event the time periods for action by the City specified in this Section conflict with a shorter or longer time period for such actions as provided in Government Code Section 66499.7, the time periods in Government Code Section 66499.7 shall control.

7. <u>INDEMNIFICATION OF CITY BY SUBDIVIDER</u>

A. Neither the City, nor its officers, agents and employees, shall be liable or responsible for any accident, injury, loss or damage to either property or person attributable to or arising out of the defective design, construction, functionality, installation assembly or improper

maintenance including, without limitation, the use of defective methods, materials or workmanship (collectively "Subdivider's Faults") of the Improvements by Subdivider, its officers, employees and agents. Subdivider shall indemnify, hold harmless and defend the City, its officers, agents and employees, from and against any and all losses, claims, costs, expenses, liabilities, damages, actions, causes of action and judgments, including attorneys' fees, arising directly or indirectly out of or attributable to Subdivider's Faults.

B. Subdivider's obligations under this Section 7 are not conditioned or dependent upon whether the City, or its officers, agents and employees, prepared, supplied or reviewed any Improvement Plans or related specifications in connection with the Subdivision or the Improvements, or has insurance or other indemnification covering any of these matters.

C. Subdivider's obligation to indemnify, hold harmless and defend the City under this Section 7 shall extend to injuries to persons and damages to or alleged taking of property resulting from the Subdivider's Faults, and the Improvements required herein, and shall likewise extend to claims asserted by adjacent property owners based upon the diversion of waters caused by the Subdivider's defective design or defective construction of public drainage systems, streets, and other public facilities or improvements. Except for a City Directive as defined below, the City's acceptance of the Improvements shall not constitute an assumption by the City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Subdivision or the Improvements constructed or installed pursuant to the approved Improvement Plans or the Final Map, regardless of any act or omission by the City in approving the Improvement Plans or the Final Map, unless the particular Improvement design was required by the City over the written objection of the Subdivider, which objection stated that the Improvement design was potentially dangerous or defective and set forth an alternative design (a "City Directive"). After City's acceptance of the Improvements, the Subdivider shall remain obligated to correct or eliminate all dangerous conditions created by defects in design, construction or Subdivider's Faults (other than those required by a City Directive); provided, however, that Subdivider shall not be responsible for routine maintenance as specified in Section 1(F) of this Agreement. Subdivider's indemnity obligations hereunder shall remain in effect for ten (10) years following acceptance of the respective Improvement(s) by the City Council. Subdivider acknowledges and agrees that Subdivider shall be responsible and liable for the Subdivider's Faults with respect to the Improvements and other work done pursuant to this Agreement, unless same is due to a City Directive. City shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying any Improvement Plans or related specifications, or in inspecting, reviewing or approving any work or construction of Improvements, unless same is due to a City Directive. The Subdivider's improvement security shall not be required to secure the Subdivider's obligations under this subparagraph C beyond the one-year guarantee and warranty period, unless the City Engineer provides notice to Subdivider prior to the expiration of the one-year period of the existence of, or continued existence of, defects in the improvements, in which case the portion of the improvement security to guarantee and warranty the improvements against defective work shall not be released and shall remain in place until the City Engineer provides written confirmation that the defects have been cured and corrected. The indemnity shall be effective retroactively to the earliest recordation date of the Final Map.

D. Subdivider shall pay and satisfy any judgment, award or decree that may be rendered against City, its officers, officials, employees, agents, representatives and volunteers (collectively hereinafter "City and City Personnel") to the extent of the indemnity provided above, in any such suit, action, or other legal proceeding, provided City gives Subdivider prompt written notice of such claim and allows Subdivider to undertake the defense thereof, and provided further that City cooperates in any such suit, action, or other legal proceeding, but shall retain its right to reject a settlement that the City deems, in its sole and absolute discretion, to be contrary to the interests of the City.

E. Subdivider's obligation to indemnify shall not be restricted to Insurance proceeds, if any, received by the City and City Personnel.

F. Subdivider, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against City and City Personnel to the extent of the indemnity above provided.

8. INSURANCE

The following coverages will be provided by Subdivider and maintained on behalf of City and in accordance with the requirements set forth herein. If Subdivider performs construction activities through a general contractor, some or all of these insurance requirements for the period of construction may be satisfied by the general contractor's insurance coverages. In such case, Subdivider shall maintain during this same construction period, and after the construction period, the coverages shown below as "Insurance After Construction." In addition, Subdivider may elect to obtain, for all or any portion of the Project, an "Owner-Controlled Wrap Up" insurance policy in satisfaction of the insurance requirements for general contractors and subcontractors provided it satisfies all of the insurance requirements below for general contractors and subcontractors. Throughout these specifications, the word "Subdivider" refers to the Party responsible to provide the coverages as specified and, depending on context, may refer either to Subdivider or to a separate General Contractor.

A. Insurance During Construction. Subdivider shall provide the following insurance during construction of the Improvements. Insurance requirements may be met through insurance provided by Subdivider's General Contractor:

1. Commercial General Liability Insurance. Commercial General Liability Insurance (primary) shall be provided on ISO-CGL Form No. CG 00 01 or equivalent coverage, including provisions for defense of additional insureds. Policy limits shall be no less than two million dollars ($2,000,000) per occurrence for all coverages and five million dollars ($5,000,000) general aggregate. City and its officers, employees and agents shall be added as additional insureds using ISO Form CG 20 10 11 85 or other revision of the CG 20 10 form if available from the insurer and reasonably acceptable to the City, not limiting coverage for the additional insured to "ongoing operations" or in any way excluding coverage for completed operations. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any officer, employee or agent of City.

Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

2. Umbrella Liability Insurance. Umbrella Liability Insurance (or, at Subdivider's election, Excess Liability Insurance) (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum. Coverage shall be at least as broad as any underlying coverage. Coverage shall be provided on a "pay on behalf" basis. There shall be no cross liability exclusion and no contractor's limitation endorsement. Policy limits shall be not less than five million dollars ($5,000,000) per occurrence and in the aggregate, including any limits required in the underlying policies. The policy shall have a starting date no later than and an ending date no earlier than those of the underlying coverages. The Named Insured (Subdivider or General Contractor as appropriate) may determine the layering of primary and excess liability insurance provided that if such layering differs from that described here, the actual coverage program meets the minimum total required limits and complies with all other requirements listed here.

3. Business Auto Coverage. Business Auto Coverage shall be written on ISO Business Auto Coverage Form CA 00 01 or the equivalent, including symbol (1) (any Auto). If Subdivider (or Contractor) does not own any vehicles, this requirement may be satisfied by a non-owned vehicle endorsement to the general and umbrella liability policies. Limits shall be no less than one million dollars ($1,000,000) per accident. This policy shall be scheduled as underlying insurance to the umbrella policy required above for a total limit of no less than five million dollars ($5,000,000) each accident.

4. Workers' Compensation/Employer's Liability. Workers' Compensation/Employer's Liability shall provide workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than one million dollars ($1,000,000) per accident or disease. Employer's liability coverage shall be scheduled under the umbrella or excess liability policy described above. This policy shall be endorsed to waive any right of subrogation with respect to City, its officers, employees or agents.

5. Builder's Risk Insurance. Builder's Risk Insurance covering all real and personal property for "all risks" of loss or "comprehensive perils" coverage including but not limited to the perils of earth movement, including earthquake (if required by Subdivider's lender or if available at commercially reasonable rates) and flood for all Improvements.

B. Insurance After Construction. Upon completion of construction of the Improvements, and for the required one-year guarantee and warranty period for Improvements and the required 10-year indemnification period, Subdivider at Subdivider's expense shall maintain or cause to be maintained the following insurance:

1. Commercial Property Insurance. Commercial Property Insurance covering the Improvements. Coverage shall be at least as broad as the Insurance Services Offices broad causes of loss form CP 10 20, and reasonably approved of in writing by the City. Coverage shall be sufficient to insure 100% of the replacement value and there shall be no coinsurance provisions. The policy shall include an inflation guard endorsement, 100% rents coverage, contents coverage, coverage for personal property of others, ordinance or law and increased cost of construction coverage. Subdivider also agrees to provide builder's all-risk insurance using an inland marine form during the period of any major alteration or improvement, using the broadest form available.

The insurance coverage for the peril of earthquake required for this project is subject to availability on the open market at commercially reasonable premium cost, as determined by mutual agreement between Subdivider and City. If such earthquake insurance coverage should, after diligent effort by Subdivider, be unobtainable at such mutually determined commercially reasonable premium cost, then Subdivider shall obtain the maximum insurance reasonably obtainable at commercially reasonable premium cost (if any) and give notice to City of the extent of Subdivider's inability to obtain, in full, the required insurance, and in such event, Subdivider's obligation to procure and maintain such insurance may be excused, subject to City's verification of inability to obtain the required insurance. Subdivider and City agree that a premium cost of earthquake insurance coverage of up to 150% of the premium cost paid by Subdivider for such coverage on the Effective Date (to be adjusted over time based on the Consumer Price Index,) shall constitute a commercially reasonable premium cost. Non-availability at commercially reasonable premium cost must be documented by a letter from Subdivider's insurance broker or agent indicating a good faith effort to place the required insurance and showing, at a minimum, the names of the insurance carriers and the declinations or quotations received from each.

2. Commercial General Liability Insurance. Commercial General Liability Insurance (primary) shall be provided on ISO-CGL form No. CG 00 01 or equivalent coverage, including provisions for defense of additional insureds. Policy limits shall be no less than two million dollars ($2,000,000) per occurrence for all coverages and five million dollars ($5,000,000) general aggregate. City and its officers, employees and agents shall be added as additional insureds using ISO form CG 20 10 or equivalent if available from the insurer and reasonably acceptable to the City. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any officer, employee or agent of City until the warranty period specified in this Agreement expires.

3. Umbrella Liability Insurance. Umbrella Liability Insurance (or, at Subdivider's election, Excess Liability Insurance) (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum. Coverage shall be at least as broad as any underlying coverage. Coverage shall be provided on a "pay on behalf" basis. There shall be no cross liability exclusion. Policy limits shall be not less than five million dollars ($5,000,000) per occurrence and in the aggregate, including any limits required in the underlying policies. The policy shall have a starting

date no later than and an ending date no earlier than those of the underlying coverages. Subdivider may determine the layering of primary and excess liability insurance provided that if such layering differs from that described here, the actual coverage program meets the minimum total required limits.

4. Workers Compensation Insurance. Workers' Compensation/Employer's Liability shall provide workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than one million dollars per accident or disease. Employer's liability coverage shall be scheduled under any umbrella or excess liability policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects City, its employees or agents.

5. Business Auto Coverage. Business Auto Coverage for vehicles owned, operated or maintained in any way connected with the project, shall be written on ISO Business Auto Coverage form CA 00 01 or the equivalent, including symbol (1) (any Auto). If Subdivider (or Contractor) does not own any vehicles, this requirement may be satisfied by a non-owned vehicle endorsement to the general and umbrella liability policies. Limits shall be no less than one million dollars ($1,000,000) per accident. This policy shall be scheduled as underlying insurance to the umbrella or excess liability policy required above for a total limit of no less than five million dollars ($5,000,000) each accident.

C. Provisions Pertaining to Insurance Provided by Subdivider

1. All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to City or its operations limits the application of such insurance coverage.

2. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

3. All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit Subdivider, and Subdivider's employees, or agents, from waiving the right of subrogation prior to a loss. Subdivider waives its right of subrogation against City.

4. None of the policies required herein shall be in compliance with these requirements if they include any limiting endorsement that has not been first submitted to City and approved in writing by the City.

5. Unless otherwise approved by City, Subdivider's insurance and insurance provided by any contractor or subcontractor relating to the construction of the Improvements shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of at least "A-:VII." Self-insurance will not comply with these insurance specifications unless expressly approved in writing by the City.

6. In the event any policy of insurance required under this Agreement does not comply with these requirements and Subdivider does not cure the non-compliance within thirty (30) days after written notice from City (or Subdivider does not provide reasonable evidence of such cure within such period), or if the insurance is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any reasonable premium paid by City will be promptly reimbursed by Subdivider.

7. Subdivider agrees to provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to Subdivider's general liability and umbrella liability policies using ISO Form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide 30 days' notice of any cancellation of coverage and policies are to have a "cancellation endorsement" to the same effect. Subdivider agrees to provide copies of any endorsements modifying coverage in any way upon request from City.

8. Subdivider shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage.

9. Any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any additional insured, in this or any other regard.

10. Subdivider agrees to require all subcontractors or other parties (but not including a general contractor) hired for this project to construct the Improvements to purchase and maintain insurance for general liability (minimum limit $1,000,000 per occurrence), automobile liability ($1,000,000 per accident) and workers' compensation (statutory benefits). Prior to the issuance of the Certificate of Completion for each Phase, Subdivider shall, upon request by City, provide the City with copies of all insurance policies, certificates and endorsements related to such Phase.

11. Subdivider agrees to monitor and review all coverage required by this Section and assumes all responsibility for ensuring that such coverage is provided as required here. Subdivider agrees to obtain certificates evidencing such coverage. Subdivider agrees that upon request, all agreements with subcontractors or others with whom Subdivider contracts with on behalf of City, and all certificates of insurance

obtained in compliance with this paragraph will be submitted to City for review upon request by City. Failure of City to request copies of such documents will not impose any liability on City, or its employees.

12. Subdivider agrees to require that no contract used by any general contractor or subcontractor in connection with construction of the Improvements, or contracts Subdivider enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement.

13. Where appropriate (such as in the case of automobile insurance coverages), coverage will not be limited to the specific location designated as the Property.

14. Subdivider agrees to provide notice to City of any claim or loss against Subdivider that includes City as a defendant promptly after Subdivider receives written notice or obtains knowledge thereof. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City. City agrees to provide similar notice to Subdivider of any such claims it is notified of respecting the Property.

15. Subdivider agrees not to attempt to avoid its defense and indemnity obligations to City, and its officers, employees, agents by using as a defense Subdivider's statutory immunity under workers' compensation and similar statutes.

16. Subdivider agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and that there will be no cross liability exclusions that preclude coverage for suits between Subdivider and City or between City and any other insured or Named Insured under the policy, or between City and any Party associated with City or its employees.

17. If Subdivider or any contractor or subcontractor is a Limited Liability Company, general liability coverage must apply so that the Limited Liability Company and its Managers, Members, Affiliates, and their employees are insureds.

18. Subdivider shall require General Contractor to maintain commercial general liability, and if necessary, commercial umbrella liability insurance with a limit of not less than $15,000,000 for each occurrence, until the warranty period specified in this Agreement expires.

19. Subdivider agrees to obtain and provide to City evidence of professional liability coverage for Architects, Engineers or other design professionals working on the Improvements. The limit of liability required is subject to City approval, but in no event to be less than $1,000,000 per claim and in the aggregate, and Subdivider shall use reasonable efforts to require and cause such professionals to maintain coverage with respect to each occurrence for at least three years following substantial completion of the work and, in the event Subdivider is unable to do so, Subdivider shall promptly inform the City of the scope of such efforts and the reasons that it was unable to do so. If

Subdivider requests that the City approve a lower limit for any particular design professional Subdivider seeks to employ on the Improvements, City will evaluate each such request based on City's perception of liability exposure associated with the work that would be performed by that design professional.

20. To the extent a particular coverage or policy form or specification is not reasonably available from Subdivider's insurer or would result in an additional premium that is extraordinary or unreasonably disproportionate to the premium for the policy as a whole, then Subdivider shall provide substantially similar coverage reasonably acceptable to City for which the cost is not extraordinary or unreasonably disproportionate.

9. OWNERSHIP OF THE IMPROVEMENTS

A. Ownership of all or any category of the Improvements constructed and installed by the Subdivider pursuant to this Agreement and shown on the Map to be dedicated to the public shall vest, as applicable, in the City (or other specified governmental agency) upon acceptance of said Improvements by the City. The acceptance of the Improvements shall either be shown by a certificate on the Final Map or by subsequent resolution accepting the Improvements adopted by the City pursuant to Government Code Section 66477.2 and recorded with the County Recorder or by other writing.

B. The Subdivider shall at all times prior to the acceptance of the Improvements by the City, give good and adequate warning to the public of each and every dangerous and defective condition caused by the construction of the Improvements and shall take all steps reasonably necessary to protect the public from such dangerous or defective conditions. The Subdivider agrees and understands that until acceptance of the Improvements by the City in writing, each Improvement and Improvement area that is offered for dedication shall be under the charge of the Subdivider, and the Subdivider may close all or a portion of any street or area whenever necessary to protect the public during the construction of the Improvements.

10. PREPARATION AND RECORDATION OF CC&RS.

A. The Subdivider shall establish a Homeowners Association for the residential areas of the Final Map owned by Subdivider, and to pay all costs associated with the creation of the associations.

B. The Subdivider shall prepare and record Covenants, Conditions, and Restrictions (CC&Rs) which obligate each homeowners association to provide for maintenance of the shared facilities, improvements, and landscaping within the boundaries of the associations in perpetuity in accordance with the Development Agreement and conditions of approval. The CC&Rs shall describe the homeowners association and the City's responsibilities and rights, and shall be subject to the approval of the City prior to recordation.

C. The Subdivider shall implement applicable provisions of the Mitigation Monitoring and Reporting Program.

11. DEFAULT AND BREACH BY THE SUBDIVIDER AND REMEDIES OF THE CITY

A. Upon the occurrence of any of the following events, the Subdivider shall be deemed to be in default under this Agreement:

1. Subject to any time extensions granted in accordance with Section 4, failure to complete construction and installation of the Improvements or any of them by the completion date set forth above in the Subdivision Reference Data;

2. Failure to promptly correct or cure any defect in the Improvements or any of them (other than a City Directive) during the one-year guarantee and warranty period as required by Section 3.A or failure to commence correction or cure of any such defect or failure to diligently prosecute same to completion, in each instance following receipt by Subdivider of written notice that such defect exists;

3. Subject to any time extensions granted in accordance with Section 4, failure to perform substantial construction work of the Improvements or any of them, after commencement of work on same, for a period of thirty (30) days after Subdivider's receipt of written notice thereof from the City;

4. Insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, whether voluntary or involuntary, and such is not cured or discharged within a period of thirty (30) days;

5. Commencement of a foreclosure action against the Subdivision or any portion thereof, or any conveyance by the Subdivider in lieu or in avoidance of foreclosure, within thirty (30) days after receipt by Subdivider of written notice thereof from the City; or

6. Failure to perform any other obligations in accordance with the terms and provisions of this Agreement within thirty (30) days after receipt by Subdivider of written notice thereof from the City.

B. City reserves to itself all remedies available to it at law or in equity for any breach of Subdivider's obligations under this Agreement. City shall have the right, without limitation of other rights or remedies, after written notice to Subdivider and a reasonable opportunity for Subdivider to cure any such alleged default, to draw upon or utilize any improvement security furnished hereunder to complete the Improvements or otherwise mitigate City's damages in the event of Subdivider's default.

C. Following Subdivider's receipt of written notice of alleged default and failure by Subdivider to promptly commence the cure of any alleged default and to diligently prosecute such cure to completion, the City may serve written notice of any such default upon the surety on any corporate surety bond furnished as improvement security hereunder, and request that said surety take over and complete the Improvements herein specified. If such surety, within thirty (30) days after service of such notice of default, does not give the City

written notice of its intention to perform this Agreement, or does not commence such performance within thirty (30) days after notice to the City of such intention to perform, the City may take over the work and prosecute the same to completion, by contract or by any other method the City deems advisable, for the account and at the expense of the Subdivider and its surety.

D. Subdivider acknowledges that the Estimated Total Costs and Improvement Security amounts set forth herein may not reflect the actual cost of construction or installation of the Improvements, and, consequently, City's damages for Subdivider's default shall be measured by the actual cost of completing the required Improvements. If the damages incurred by the City in taking over and completing the Improvements exceeds the principal amount of the improvement security, then the Subdivider shall reimburse the City in the amount of such excess damages.

E. Following Subdivider's receipt of written notice of alleged default and failure by Subdivider to promptly commence the cure of any alleged default and to diligently prosecute such cure to completion, City may, without liability for so doing, take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary for the performance of the work. Subdivider hereby consents to such entry by the City and its representatives, including contractors, following written notice to Subdivider upon the real property in the Subdivision owned by Subdivider and necessary for City to enter or access under this Agreement, in the event the City elects to maintain or complete the work on the Improvements following Subdivider's default.

F. Subdivider acknowledges and agrees that approval of the Final Map for the Subdivision conferred substantial rights upon the Subdivider, including the right to sell, lease or finance lots within the Subdivision, and that such approval constitutes the final act necessary to permit the division of land within the Subdivision. As a result, City will be damaged to the extent of the cost of construction or installation of the Improvements upon Subdivider's failure to perform its obligations under this Agreement, which failure is not promptly remedied by sureties or by Subdivider.

G. The City's failure to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of the Subdivider.

H. If City sues to compel Subdivider's performance of this Agreement, or to recover damages or costs incurred in completing or maintaining the work on the Improvements, and is the prevailing party, Subdivider agrees to pay all reasonable attorneys' fees and other costs and expenses of litigation incurred by the City in connection therewith, even if Subdivider subsequently resumes and completes the work.

12. RELATIONSHIP OF THE PARTIES

Neither Subdivider, nor any of Subdivider's contractors, employees or agents, are or shall be deemed to be, agents of the City in connection with the performance of Subdivider's obligations under this Agreement.

13. ASSIGNMENT

A. Subdivider shall not assign this Agreement, or any portion thereof without the prior written consent of the City in accordance with the Development Agreement. Any attempted or purported assignment in violation of this subparagraph A shall be null and void and shall have no force or effect.

B. The sale or other disposition of the Subdivision shall not relieve Subdivider of its obligations hereunder. If Subdivider intends to sell the Subdivision, or any portion thereof (except for the sale of individual lots with homes to individual purchasers), to any other person or entity, the Subdivider may request an assignment or novation of this Agreement and a substitution of improvement security. Upon the City's approval of the assignment or novation and substitution of improvement security, the Subdivider may request a release or reduction of the improvement security furnished pursuant to this Agreement.

14. NOTICES

All notices required or provided for in this Agreement shall be in writing and delivered in person or by mail, postage prepaid, and addressed as follows:

If to the City:	Art Vela Director of Public Works/City Engineer City of Banning 99 E. Ramsey Drive Banning, California 92220
If to the Subdivider:	To the address set forth above in the Subdivision Reference Data, or to such other address as may subsequently be designated in written notice to the City.

Notice shall be effective on the date that it is delivered in person, or, if mailed, three (3) days after the date of deposit in the United States Mail.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties with respect to its subject matter. All modifications, amendments, or waivers of any terms of this Agreement shall be in writing and signed by the duly authorized representatives of the parties. In the case of the City, the duly authorized representative, unless otherwise specified herein, shall be the City Engineer.

16. SEVERABILITY

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

17. INCORPORATION OF SUBDIVISION REFERENCE DATA AND RECITALS

The Subdivision Reference Data and the Recitals are incorporated into this Agreement.

18. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California.

19. EFFECTIVE DATE OF THE AGREEMENT

This Agreement shall be and become effective as of the date that it is executed by a duly authorized officer or employee of the City, it being the intention of the parties that the Subdivider shall first execute this Agreement and thereafter submit it to the City. The City shall insert the effective date in the Subdivision Reference Data in all counterparts of this Agreement and shall transmit a fully executed counterpart to the Subdivider.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, thereunto duly authorized, as of the dates set forth below their respective signatures.

[Note: All signatures must be acknowledged by a notary public and the acknowledgement must be attached. If signed by a Corporation, the signatures of two Corporate officers are required, unless a resolution of the Corporation's Board of Directors is provided indicating that the signature of the one signatory is sufficient to bind the Corporation.]

SUBDIVIDER

By: _____
Print Name: Michael C. Taylor
Title: Division President

Date: 5·19·25

CITY

CITY OF BANNING

_____
MAYOR

ATTEST:

_____ (SEAL)

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On 05/19/2025 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

FRS01 EDELMIRA GONZALES
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2466323
RIVERSIDE COUNTY
My Comm. Exp. October 12, 2027 FRS01

Signature Edelmira Gonzales (Seal)

CITY CLERK

Approved as to form:

_____

CITY ATTORNEY

BOND NO.:CMS0359923
PREMIUM: $2,234.00

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell TR 37389-1 (Wilson Widening @ Smith Creek (Street))
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc. (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell TR 37389-1 (Wilson Widening @ Smith Creek (Street)); and

WHEREAS, said Agreement is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a corporate surety bond or other approved improvement security to guarantee the faithful performance of said Agreement;

NOW, THEREFORE, the Principal designated above, and RLI INSURANCE COMPANY, as Surety, are held and firmly bound unto the City in the penal sum of Five hundred ninety five thousand eight hundred sixty dollars and eighty eight cents Dollars ($595,860.88), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Agreement and any modification thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; then this obligation shall become void; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, the work to be performed thereunder, or the Improvement Plans and related specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the work, or the Improvement Plans and related specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Tri Pointe Homes IE-SD, Inc.
(Type name of Principal)

1250 Corona Pointe Court Suite 600
(Street Address)

Corona CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Michael C. Taylor Division President
(Title of officer)

Date: 5·19·25

"SURETY"

RLI INSURANCE COMPANY
(Type name of Surety)

9025 N. LINDBERGH DRIVE
(Street Address)

11303-0014\2299407v5.doc

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On 05/19/2025 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

FRS01 EDELMIRA GONZALES
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2466323
RIVERSIDE COUNTY
My Comm. Exp. October 12, 2027 FRS01

Signature Edelmira Gonzales (Seal)

PEORIA IL 61615
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

SARAH CAMPBELL, ATTORNEY-IN-FACT
(Title of officer)

Date: MAY 15, 2025

APPROVED:

_____
City Attorney

11303-0014\2299407v5.doc

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California
County of LOS ANGELES

On MAY 15 2025 (*Date*) before me, CHASE AUSTIN SEYFORTH, NOTARY PUBLIC (*Here Insert Name and Title of the Officer*),

personally appeared SARAH CAMPBELL (*Name(s) of Signer(s)*),

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

CHASE AUSTIN SEYFORTH
Notary Public - California
Los Angeles County
Commission # 2469380
My Comm. Expires Nov 2, 2027

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public
CHASE AUSTIN SEYFORTH, NOTARY PUBLIC

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Janina Monroe, Michelle Haase, Jennifer Ochs, Sarah Campbell, Rhonda Larson, Charles R. Teter, III, B. Aleman, Erin Brown, D. Garcia, Simone Gerhard, Edward C. Spector, Ethan Spector, Marina Tapia, KD Wapato, Rachel A. Mullen, Sandra Corona, Alysha Mendoza, Jaren A Marx, MB Neely, Chase Seyforth, jointly or severally

in the City of Los Angeles, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 26th day of July, 2024.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Eric Raudins
Eric Raudins — Sr. Vice President

State of Illinois
County of Peoria } SS

On this 26th day of July, 2024, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jill A. Scott
Jill A. Scott — Notary Public

NOTARY PUBLIC STATE OF OHIO
JILL A SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 22, 2025

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 15TH day of MAY, 2025.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D Fick
Jeffrey D Fick — Corporate Secretary

0415930020212

A0058D19

BOND NO.: CMS0359923
PREMIUM: SEE PERFORMANCE BOND

CITY OF BANNING

PAYMENT BOND

Atwell TR 37389-1 (Wilson Widening @ Smith Creek (Street))
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS,_Tri Pointe Homes IE-SD Inc.,
(hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell TR 37389-1 Atwell TR 37389-1 (Wilson Widening @ Smith Creek (Street))
; and

WHEREAS, said Agreement is dated _____, 20__ and is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement, before entering upon the performance of the work, to file with the City a good and sufficient payment bond, or other approved security, to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code and in Government Code Section 66497;

NOW, THEREFORE, the Principal designated above, and RLI INSURANCE COMPANY, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of Five hundred ninety five thousand eight hundred sixty dollars and eighty eight cents Dollars ($595,860.88), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, and under Government Code Section 66497, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Tri Pointe Homes IE-SD, Inc.
(Type name of Principal)

1250 Corona Pointe Court Suite 600
(Street Address)

Corona CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Michael C. Taylor Division President
(Title of Officer)

Date: 5·19·25

"SURETY"

RLI INSURANCE COMPANY
(Type name of Surety)

9025 N. LINDBERGH DRIVE

11303-0014\2299407v5.doc

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On 05/19/2025 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

EDELMIRA GONZALES
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2466323
RIVERSIDE COUNTY
My Comm. Exp. October 12, 2027

Signature Edelmira Gonzales (Seal)

(Street Address)

PEORIA IL 61615
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

SARAH CAMPBELL, ATTORNEY-IN-FACT
(Title of officer)

Date: MAY 15, 2025

APPROVED:

_____
City Attorney

11303-0014\2299407v5.doc

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California
County of LOS ANGELES

On MAY 15 2025 before me, CHASE AUSTIN SEYFORTH, NOTARY PUBLIC,
Date *Here Insert Name and Title of the Officer*

personally appeared SARAH CAMPBELL
Name(s) of Signer(s)

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

CHASE AUSTIN SEYFORTH
Notary Public - California
Los Angeles County
Commission # 2469380
My Comm. Expires Nov 2, 2027

Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature
Signature of Notary Public
CHASE AUSTIN SEYFORTH, NOTARY PUBLIC

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Janina Monroe, Michelle Haase, Jennifer Ochs, Sarah Campbell, Rhonda Larson, Charles R. Teter, III, B. Aleman, Erin Brown, D. Garcia, Simone Gerhard, Edward C. Spector, Ethan Spector, Marina Tapia, KD Wapato, Rachel A. Mullen, Sandra Corona, Alysha Mendoza, Jaren A Marx, MB Neely, Chase Seyforth, jointly or severally

in the City of Los Angeles, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 26th day of July, 2024.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Eric Raudins
Eric Raudins — Sr. Vice President

State of Illinois
County of Peoria } SS

On this 26th day of July, 2024, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jill A. Scott
Jill A. Scott — Notary Public

NOTARY PUBLIC STATE OF OHIO
JILL A SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 22, 2025

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 15TH day of MAY, 2025.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D Fick
Jeffrey D Fick — Corporate Secretary

0415930020212

A0058D19

ERSC APPROVED AS SUBMITTED
mbrudin 2:02:54 PM, Oct 17 2024

APPROVED BY
CITY OF BANNING
OCT 22 2024
PUBLIC WORKS DEPT

Prepared By:	MDS Consulting
Date Prepared:	10/15/2024
Approved By:	
Date Approved:	
Tract No.:	37389-1, Off-site Street Wilson Street at Smith Creek

City of Banning Engineering Division
Construction Cost Estimate for Bonding, Plan Check & Inspection Fees
(Subdivisions/Public Works/Commercial Projects)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STREET IMPROVEMENTS				
5.5" Asphalt Concrete (53,016 SF)	Ton	1,853	$ 80.00	$ 148,240.00
8.5" Aggregate Base Class II (53,016 SF)	Ton	2,861	$ 60.00	$ 171,660.00
6" Curb and Gutter	LF	98	$ 25.00	$ 2,450.00
8" Curb and Gutter	LF	791	$ 27.00	$ 21,357.00
Remove Existing AC Pavement & Base	SF	45,610	$ 1.45	$ 66,134.50
Concrete Sidewalk (4" Thick)	SF	3,586	$ 5.00	$ 17,930.00
6" to 8" Curb and Gutter Transition	LF	25	$ 27.00	$ 675.00
Modified Driveway Approach (8" Thick) Church Driveway	SF	371	$ 6.00	$ 2,226.00
Adjust Sewer Manhole to Grade (incl. cone)	Each	7	$ 1,500.00	$ 10,500.00
Adjust Water Valve to Grade	Each	10	$ 250.00	$ 2,500.00
0.15' Min AC Grind and overlay	SF	304	$ 3.00	$ 912.00
Modified Driveway Approach (8" Thick) Church Parking	SF	370	$ 6.00	$ 2,220.00
LED Street Light	Each	3	$ 5,000.00	$ 15,000.00
Remove Concrete Sidewalk	SF	1,763	$ 2.00	$ 3,526.00
Remove Existing Street Light	Each	2	$ 1,000.00	$ 2,000.00
Remove Existing Metal Guardrail	LF	183	$ 10.00	$ 1,830.00
Remove Curb & Gutter	LF	492	$ 18.00	$ 8,856.00
Remove Ex. Concrete Driveway Approach	SF	498	$ 6.00	$ 2,988.00
Adjust Gas Valve to Grade	Each	2	$ 500.00	$ 1,000.00
Modified Driveway Approach (8" Thick) Well C4 Site	SF	290	$ 6.00	$ 1,740.00
Adjust Telehone Manhole to Grade	Each	1	$ 1,000.00	$ 1,000.00
Relocate Existing Water Meter	Each	1	$ 1,200.00	$ 1,200.00
Modified Driveway Approach (8" Thick) Drainage Access Road	SF	318	$ 6.00	$ 1,908.00
Sign Post	Each	2	$ 150.00	$ 300.00
Remove Traffic Sign Post	Each	11	$ 50.00	$ 550.00
Remove Traffic Sign	Each	12	$ 50.00	$ 600.00
6" Thermoplastic Traffic Stripe	LF	4,923	$ 0.90	$ 4,430.70
Two-Way Left Turn Median Traffic Stripe	LF	2,054	$ 0.90	$ 1,848.60

Traffic Markings	Each	10	$ 100.00	$ 1,000.00
Relocate Existing Traffic Sign	Each	1	$ 150.00	$ 150.00
Traffic Sign	Each	7	$ 400.00	$ 2,800.00
Blue-reflective Fire Hydrant Marker	Each	1	$ 100.00	$ 100.00
SUBTOTAL				**$ 499,631.80**
CPI Adjustment				**$ 21,284.31**
15% Contingency				**$ 74,944.77**
TOTAL				**$ 595,860.88**
			Faithful Performance (100%)	$ 595,860.88
			Labor & Material (100%)	$ 595,860.88

BOND NO.: CMS0359924
PREMIUM: $297.00

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell TR 37389-1 (Wilson Widening @ Smith Creek (Sewer, Water))
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, INC. (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell TR 37389-1 (Wilson Widening @ Smith Creek (Sewer, Water)); and

WHEREAS, said Agreement is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a corporate surety bond or other approved improvement security to guarantee the faithful performance of said Agreement;

NOW, THEREFORE, the Principal designated above, and RLI INSURANCE COMPANY, as Surety, are held and firmly bound unto the City in the penal sum of Seventy nine thousand two hundred and fifty one dollars and eighty five cents. Dollars ($79,251.85), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Agreement and any modification thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; then this obligation shall become void; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, the work to be performed thereunder, or the Improvement Plans and related specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the work, or the Improvement Plans and related specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Tri Pointe Homes IE-SD, Inc
(Type name of Principal)

1250 Corona Pointe Court Suite 600
(Street Address)

Corona CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Michael C. Taylor Division President
(Title of officer)

Date: 5·19·25

"SURETY"

RLI INSURANCE COMPANY
(Type name of Surety)

9025 N. LINDBERGH DRIVE
(Street Address)

11303-0014\2299407v5.doc

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On 05/19/2025 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Edelmira Gonzales (Seal)

FRS01 EDELMIRA GONZALES
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2466323
RIVERSIDE COUNTY
My Comm. Exp. October 12, 2027 FRS01

PEORIA IL 61615
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

SARAH CAMPBELL, ATTORNEY-IN-FACT
(Title of officer)

Date: MAY 15, 2025

APPROVED:

_____
City Attorney

11303-0014\2299407v5.doc

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California
County of LOS ANGELES

On MAY 15 2025 (*Date*) before me, CHASE AUSTIN SEYFORTH, NOTARY PUBLIC (*Here Insert Name and Title of the Officer*),

personally appeared SARAH CAMPBELL (*Name(s) of Signer(s)*),

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

CHASE AUSTIN SEYFORTH
Notary Public - California
Los Angeles County
Commission # 2469380
My Comm. Expires Nov 2, 2027

Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public
CHASE AUSTIN SEYFORTH, NOTARY PUBLIC

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Janina Monroe, Michelle Haase, Jennifer Ochs, Sarah Campbell, Rhonda Larson, Charles R. Teter, III, B. Aleman, Erin Brown, D. Garcia, Simone Gerhard, Edward C. Spector, Ethan Spector, Marina Tapia, KD Wapato, Rachel A. Mullen, Sandra Corona, Alysha Mendoza, Jaren A Marx, MB Neely, Chase Seyforth, jointly or severally

in the City of Los Angeles, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 26th day of July, 2024.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Eric Raudins
Eric Raudins — Sr. Vice President

State of Illinois
County of Peoria } SS

On this 26th day of July, 2024, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jill A. Scott
Jill A. Scott — Notary Public

NOTARY PUBLIC STATE OF OHIO
JILL A SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 22, 2025

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 15TH day of MAY, 2025.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D Fick
Jeffrey D Fick — Corporate Secretary

0415930020212

A0058D19

BOND NO.: CMS0359924
PREMIUM: SEE PERFORMANCE BOND

CITY OF BANNING

PAYMENT BOND

Atwell TR 37389-1 (Wilson Widening @ Smith Creek (Sewer, Water))
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc., (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell TR 37389-1 (Wilson Widening @ Smith Creek (Sewer, Water)) payment bond; and

WHEREAS, said Agreement is dated _____, 20__ and is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement, before entering upon the performance of the work, to file with the City a good and sufficient payment bond, or other approved security, to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code and in Government Code Section 66497;

NOW, THEREFORE, the Principal designated above, and RLI INSURANCE COMPANY, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of Seventy nine thousand two hundred and fifty one dollars and eighty five cents. Dollars ($79,251.85), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, and under Government Code Section 66497, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Tri Pointe Homes IE-SD, Inc
(Type name of Principal)

1250 Corona Pointe Court Suite 600

(Street Address)

Corona CA 92879
(City) (State) (Zip)

By: Michael C. T
(Signature of authorized officer)

Michael C. Taylor Division President
(Title of officer)

Date: 5-19-25

"SURETY"

RLI INSURANCE COMPANY
(Type name of Surety)

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ACKNOWLEDGMENT

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

State of California
County of Riverside)

On 05/19/2025 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

FRS01 EDELMIRA GONZALES
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2466323
RIVERSIDE COUNTY
My Comm. Exp. October 12, 2027 FRS01

Signature Edelmira Gonzales (Seal)

9025 N. LINDBERGH DRIVE
(Street Address)

PEORIA IL 61615
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

SARAH CAMPBELL, ATTORNEY-IN-FACT
(Title of officer)

Date: MAY 15, 2025

APPROVED:

_____
City Attorney

11303-0014\2299407v5.doc

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California
County of LOS ANGELES

On MAY 15 2025 before me, CHASE AUSTIN SEYFORTH, NOTARY PUBLIC,
Date *Here Insert Name and Title of the Officer*

personally appeared SARAH CAMPBELL
Name(s) of Signer(s)

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

CHASE AUSTIN SEYFORTH
Notary Public - California
Los Angeles County
Commission # 2469380
My Comm. Expires Nov 2, 2027

Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature
Signature of Notary Public
CHASE AUSTIN SEYFORTH, NOTARY PUBLIC

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Janina Monroe, Michelle Haase, Jennifer Ochs, Sarah Campbell, Rhonda Larson, Charles R. Teter, III, B. Aleman, Erin Brown, D. Garcia, Simone Gerhard, Edward C. Spector, Ethan Spector, Marina Tapia, KD Wapato, Rachel A. Mullen, Sandra Corona, Alysha Mendoza, Jaren A Marx, MB Neely, Chase Seyforth, jointly or severally

in the City of Los Angeles, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 26th day of July, 2024.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Eric Raudins
Eric Raudins — Sr. Vice President

State of Illinois
County of Peoria } SS

On this 26th day of July, 2024, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jill A. Scott
Jill A. Scott — Notary Public

NOTARY PUBLIC STATE OF OHIO
JILL A SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 22, 2025

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 15TH day of MAY, 2025.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D Fick
Jeffrey D Fick — Corporate Secretary

0415930020212

A0058D19

APPROVED AS SUBMITTED:

REGISTERED PROFESSIONAL ENGINEER
MAHMOUD AHMADI ZADEH
C 58784
EXP
CIVIL
STATE OF CALIFORNIA

Prepared By:	MDS Consulting
Date Prepared:	12/23/2024
Approved By:	
Date Approved:	
Tract No.:	37389-1, Sewer & Water Wilson Street

City of Banning Engineering Division
Construction Cost Estimate for Bonding, Plan Check & Inspection Fees
(Subdivisions/Public Works/Commercial Projects)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WATER IMPROVEMENTS				
18" CML&C Main w/ R.J.	LF	127	$ 140.00	$ 17,780.00
Remove Existing 18" Main	LF	134	$ 50.00	$ 6,700.00
30" Steel Casing	LF	104	$ 150.00	$ 15,600.00
18" Fitting	Each	7	$ 750.00	$ 5,250.00
12" Fitting	Each	2	$ 500.00	$ 1,000.00
4" blow-Off Assembly	Each	1	$ 2,500.00	$ 2,500.00
12" DIP Main w/ Poly Encasement & R.J.	LF	32	$ 80.00	$ 2,560.00
Join Existing Pipe & Install Buttstrap	Each	2	$ 1,500.00	$ 3,000.00
Join Existing Pipe & Install Buttstrap	Each	3	$ 1,501.00	$ 4,503.00
Remove Existing 12" Main	LF	20	$ 35.00	$ 700.00
Hymax-2 Coupler	Each	1	$ 1,000.00	$ 1,000.00
Pipe Anchor	Each	1	$ 3,000.00	$ 3,000.00
SUBTOTAL				$ 63,593.00
SEWER IMPROVEMENTS				
6" Lateral Wye Saddel Connection to Existing	Each	1	$ 2,000.00	$ 2,000.00
Remove Existing 6" Sewer Lateral	LF	15	$ 20.00	$ 300.00
4" Lateral	LF	14	$ 40.00	$ 560.00
SUBTOTAL				$ 2,860.00
SUBTOTAL				**$ 66,453.00**
CPI Adjustment				**$ 2,830.90**
15% Contingency				**$ 9,967.95**
TOTAL				**$ 79,251.85**
			Faithful Performance (100%)	$ 79,251.85
			Labor & Material (100%)	$ 79,251.85

ACCEPTED
CITY OF BANNING PUBLIC WORKS

BY: Nathan Smith, PE
DATE: 5/7/25

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Robert Fisher, Acting City Manager**
PREPARED BY:	**Art Vela, Public Works Director**
MEETING DATE:	**June 24, 2025**
SUBJECT:	**Consideration of Resolution 2025-91, Approving Amendment No. 2 to the Professional Services Agreement with Woodard and Curran in the Amount of $49,005 for Grant Management Services for the Proposition 1-Round 2 Integrated Regional Water Management Implementation Grant**

RECOMMENDATION:

Adopt Resolution 2025-91.

BACKGROUND:

In 2016, the San Gorgonio Regional Water Management Group (RWMG) was formed to manage the development of a new Integrated Regional Water Management (IRWM) Region in the San Gorgonio Pass ("Region"). The RWMG includes the City of Banning, Banning Heights Mutual Water Company, Cabazon Water District, High Valleys Water District, Riverside County Flood Control and Water Conservation District, and the San Gorgonio Pass Water Agency. The RWMG is responsible for preparing the IRWM Plan and governing the planning process, as well as approving projects for inclusion in the Plan. The City of Banning has taken the lead role in the RWMG.

The Colorado River Basin Funding Area ("Funding Area") was notified that the Proposition 1-Round 2 funding was available and that $8,538,265 would be made available to the Funding Area. The three IRWM Regions (i.e. Coachella Valley, Imperial and San Gorgonio Pass) that make up the Funding Area agreed on a funding split based on population, resulting in an allocation of $1,912,755 to the Region. Shortly after, the City issued a Call for Projects to stakeholders and members of the Region.

On August 23, 2022 City Council approved Resolution 2022-110, approving a Professional Services Agreement ("Agreement") with Woodard & Curran ("W&C") for grant application preparation services for the Proposition 1-Round 2 IRWM Implementation Grant Program in the amount of $74,136. W&C assisted the City in the project selection phase; application preparation and submittal; and grant agreement and funding award support.

Resolution 2023-11 was approved by City Council on January 10, 2023, which authorized the submittal of a Proposition 1-Round 2 IRWM Implementation Grant. The grant application would fund one project for the Cabazon Water District, one for the High Valleys Water District and one for the City of Banning.

On May 18, 2023 the City received an Award Notification Letter indicating that the Region was awarded $1,912,755. Subsequently, the IRWM Grant Agreement was executed on October 23, 2023.

On September 19, 2023 Amendment No.1 to the W&C Agreement was executed. Amendment No. 1 was a no-cost amendment to extend the term of the Agreement through September 30, 2026. At this time,

there remained an unused budget of approximately $38,703.50 of the awarded $74,136. The unused budget was allocated to grant management services (i.e. coordination with the sub-grantees; project progress reports and invoices; and the processing of grant amendments). The Proposition 1 Round 2 Grant Agreement allocated an amount of $114,462 to grant administration/management activities, therefore the $38,703.50 was fully covered by grant funds.

JUSTIFICATION:

The approval of Amendment No. 2 with W&C will allow the Department of Public Works to continue to receive services in managing the Proposition 1-Round 2 Implementation Grant. This need is exacerbated with the current vacancies of the Grant Manager and Water/Wastewater Management Analyst.

FISCAL IMPACT:

If approved, Amendment No. 2 will increase the W&C Agreement by $49,005. There are available grant funds in the amount of $75,758 allocated to grant administration/management activities, therefore the increased amount will be fully funded by the Proposition 1-Round 2 Implementation Grant.

ALTERNATIVES:

Do not approve Resolution No. 2025-XX. This would require for current staff to be pulled away from other projects, programs and activities in order to manage the Proposition 1-Round 2 Implementation Grant.

BUDGETED?:

No

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Resolution 2025-91, Woodard and Curran.docx
2. Exhibit A Amendment No. 2 C00782 Woodard and Curran.docx
3. 8.23.22 SR Awarding Contract to W&C.pdf
4. 1.10.23 Authorizing IRWM Grant Submittal.pdf
5. 2.23.23 W&C Agreement IRWM Prop 1 Round 2.pdf
6. 5.18.23 San Gorgonio Prop. 1 Round 2 Award Notification Letter.pdf
7. 6.13.23 SR Authorizing Execution of IRWM Grant Agreement.pdf
8. 9.19.23 Amendment No.1 C00782 - W&C IRWM Grant Prop 1 Round 2.pdf
9. 10.23.23 Executed CA Dept of Water Resources Grant Agreement.pdf
10. 5.8.25 W&C Proposal Amendment 2.pdf

RESOLUTION 2025-91

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH WOODARD AND CURRAN IN THE AMOUNT OF $49,005 FOR GRANT MANAGEMENT SERVICES FOR THE PROPOSITION 1-ROUND 2 INTEGRATED REGIONAL WATER MANAGEMENT IMPLEMENTATION GRANT

WHEREAS, on August 23, 2022 City Council approved Resolution 2022-110, approving a Professional Services Agreement ("Agreement") with Woodard & Curran ("W&C") for grant application preparation services for the Proposition 1-Round 2 Integrated Regional Water Management (IRWM) Implementation Grant Program in the amount of $74,136; and

WHEREAS, Resolution 2023-11 was approved by City Council on January 10, 2023, which authorized the submittal of a Proposition 1-Round 2 IRWM Implementation Grant. The grant application would fund one project for the Cabazon Water District, High Valleys Water District and the City of Banning; and

WHEREAS, on May 18, 2023 the City received an Award Notification Letter indicating that the San Gorgonio Pass IRWM Region was awarded $1,912,755. Subsequently, the IRWM Grant Agreement was executed on October 23, 2023; and

WHEREAS, on September 19, 2023 Amendment No.1 to the W&C Agreement was executed. Amendment No. 1 was a no-cost amendment to extend the term of the Agreement through September 30, 2026. The remaining unused budget of approximately $38,703.50 of the awarded $74,136 was allocated to grant management services; and

WHEREAS, staff has requested for the approval of Amendment No. 2 to the Professional Services Agreement with W&C in the amount of $49,005 so that they may continue to provide needed grant management services; and

WHEREAS, to date, $38,703.50 has been spent on grant management services related to the Proposition 1-Round 2 IRWM Implementation Grant. The amount spent on said services has been reimbursed by the Proposition 1-Round 2 IRWM Implementation Grant. The additional amount of $49,005 will also be fully reimbursed.

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 Professional Services Agreement with Woodard and Curran increasing the compensation by $49,005 for a total contract amount of $123,141 for continued grant management services related to the Proposition 1-Round 2 Implementation Grant.

SECTION 2. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to this resolution.

SECTION 3. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 24th 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 2025-91, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held 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

EXHIBIT A
Amendment No. 2

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT (C00782) FOR GRANT APPLICATION PREPARATION SERVICES FOR THE PROPOSITION 1 ROUND 2 INTEGRATED REGIONAL WATER MANAGEMENT GRANT PROGRAM BY AND BETWEEN CITY OF BANNING AND WOOD & CURRAN, INCORPORATED

THIS AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES ("Amendment No. 2") by and between the **CITY OF BANNING** ("City") and **WOODARD & CURRAN, INCORPORATED**, a Maine Corporation ("Consultant") is effective as of this day: _____.

RECITALS

A. City and Consultant entered into that certain Contract dated February 23, 2023 for the purpose of providing Grant Application Preparation Services ("Agreement"), as approved by City Council Resolution 2022-110.

B. City and Consultant have entered into an Amendment No. 1 to the Agreement dated September 19, 2023 to extend the Term of the Agreement to September 30, 2026.

C. City and Consultant now desire to amend the Agreement to modify the Scope of Services and increase the Contract Sum to One Hundred Twenty-Three Thousand One Hundred Forty-One Dollars ($123,141.00).

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 1, attached hereto and incorporated herein.

   1.2 The maximum compensation for the Services performed pursuant to this Amendment No. 2 shall not exceed Forty-Nine Thousand Five Dollars ($49,005.00) thereby increasing the Contract Sum, as set forth in Section 2.1 of the Agreement, to One Hundred Twenty-Three Thousand One Hundred Forty-One Dollars ($123,141.00).

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 No. 1, 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, Acting City Manager	NAME: TITLE:
City Council Approval: _____	_____ NAME: TITLE:
ATTEST:	
_____	
Caroline Patton Administrative City Clerk	
APPROVED AS TO FORM: Slovak, Baron, Empey, Murphy & Pinkney LLP	
_____	
John O. Pinkney Acting 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.

ATTACHMENT NO.1

888 South Figueroa #1700
Los Angeles, California 90017
www.woodardcurran.com

T 800.426.4262
T 213.223.9460

Via Electronic Mail

May 8, 2025

Art Vela
Public Works Director
City of Banning
99 E. Ramsey Street
Banning, CA 92220

Re: Amendment Request 2 for San Gorgonio IRWM Region Proposition 1, Round 2 IRWM Implementation Grant Support

Dear Mr. Vela:

Woodard & Curran is pleased to submit this amendment request (Amendment 2) to the City of Banning, as contracting agency for the San Gorgonio Integrated Regional Water Management (IRWM) Region, to extend the grant administration services scope of work for the existing Proposition 1, Round 2 IRWM Implementation Grant Support project. Woodard & Curran prepared and submitted a grant application that was awarded approximately $1.9 million from California Depart of Water Resources under the Proposition 1 Round 2 IRWM grant cycle, and has been providing grant administration support for the projects included in the application since 2023.

BACKGROUND

The San Gorgonio IRWM Region's Proposition 1 Round 2 grant application included three projects, and was projected to span a total of 30 months, including final grant reporting. Due to project delays, the grant schedule (including grant completion reporting) was extended to March 2026. Project 2 Esperanza Street Waterline Improvements was completed in Fall 2024, while Project 1 Twin Pines Water Supply Reliability and Fire Protection Upgrades and Project 3 Lions Park Recycled Water Conversion Project are on-going, with anticipated completion dates in September 2025 and January 2026, respectively. DWR requires that IRWM-funded projects prepare and submit progress reports and invoices quarterly, followed by a completion report at the end of the project. Once all projects have filed their completion reports, a grant completion report is required, typically submitted 3 months after the last project completion report.

Under the previously approved Amendment 1, which added grant administration services, Woodard & Curran provided the first year of grant administration, which started in late 2023. This amendment request would extend grant administration services through March 2026, and add additional budget to cover costs for the second year of grant administration services. Remaining Grant Administration activities after December 2024 include:

- Project 1: Quarterly Reports and Invoices for work through June 2025 (Q4 2024, Q1 2025, Q2 2025); Draft and Final Project Completion Report
- Project 2: Final Project Completion Report

- Project 3: Quarterly Reports and Invoices for work through September 2025 (Q4 2024, Q1 2025, Q2 2025, Q3 2025), Draft and Final Project Completion Report

- Grant Administration: Grant Completion Report

Costs for grant administration services are eligible for reimbursement by the Proposition 1 Round 2 grant. The grant will fund up to $114,462 in grant contract administration costs. To-date, Woodard & Curran has billed the City of Banning $38,703 for grant contract administration costs, leaving $75,758 left in the grant for administration services. Woodard & Curran is requesting additional budget, to be funded by the grant, to cover costs incurred after the first year of grant admin ended in December 2025 and the costs to administer the grant through the grant completion report in March 2026.

SCOPE OF SERVICES

The proposed Scope of Services includes 3 subtasks, to be included as a new Task 6 Grant Administration – Year 2 under the existing contract, and will cover work through March 2026.

Task 6: Grant Administration – Year 2

Subtask 6.1: Project Management and Coordination

Woodard & Curran will assist the City of Banning on coordinating with the Local Project Sponsors (LPS) to request information and address questions from DWR. Woodard & Curran will meet with DWR and City staff as needed to discuss grant progress or potential changes to projects and schedules that may be requested by LPS. This task also includes project management and invoicing activities.

Deliverables:

- Monthly progress reports and invoices

Subtask 6.2: Project Progress Reports and Invoices

Woodard & Curran will request project updates from the LPS prior to each quarterly reporting deadline. Once information is received from the LPS, Woodard & Curran will review the progress report to confirm it aligns with the scope of the project as described in the grant agreement, and will confirm that invoice costs are both eligible and accurate. Woodard & Curran will compile the progress reports and invoices into a package for submittal to DWR. These progress reports and invoices will be completed quarterly in accordance with the grant agreement schedule. Woodard & Curran will address comments from DWR on the submitted quarterly reports and invoices, as needed.

This task assumes 4 quarterly progress reports and invoices per project per year, through the end of 2025. Woodard & Curran will prepare an amendment should projects be delayed and require additional quarterly reports beyond the end of 2025.

Deliverables:

- Quarterly Progress Report and Invoice package (4 quarterly reports)

Subtask 6.3: Project and Grant Completion Reports

Woodard & Curran will review draft Project Completion Reports for each of the project sponsors, adjust as needed, and upload to DWR's GRaNTS reporting system. Woodard & Curran will facilitate revisions to the project completion reports with the Local Project Sponsors following receipt comments from DWR. Once revised, Woodard & Curran will re-submit to DWR for final approval.

Following submittal of the final Project Completion Report, Woodard & Curran will draft a Grant Completion Report based on the project completion reports and grant administration work completed over the life of the grant.

Deliverables:

- Draft Project Completion Reports (x2 projects)
- Final Project Completion Reports (x3 projects)
- Grant Completion Report

Subtask 6.4: Grant Amendments

In the event of project changes that necessitate an amendment to the DWR agreement, Woodard & Curran will coordinate with the project sponsor to prepare an amendment request to DWR and will hold one call with DWR per amendment request to coordinate approval and address questions.

This task assumes that no more than 2 amendment requests will be required.

Deliverables:

- Amendment Request (up to 2)

SCHEDULE

Woodard & Curran can begin work immediately following approval of this amendment. Progress reports and invoices will be prepared quarterly. The duration of this scope and budget is though March 2026, covering four quarterly submittals to DWR and the Grant Completion Report.

BUDGET

Woodard & Curran proposed to complete this scope for an amount not-to-exceed $49,005 (see Budget Amendment attached). This would increase the total value of the contract to $123,141. The entire value of this amendment is anticipated to be eligible for grant reimbursement. The cost for Woodard & Curran's work will be on a time-and-materials basis.

TERMS AND CONDITIONS

The Scope of Services will be completed in accordance with the terms of the Consultant/Professional Services Agreement between Woodard & Curran, Inc. and City of Banning.

CLOSING

We greatly appreciate this opportunity to continue to provide grant administration support to the City and the San Gorgonio IRWM Region in achieving its important funding goals. Sally Johnson will continue to serve as Project Manager (sjohnson@woodardcurran.com, 858-875-7427).

Sincerely,

WOODARD & CURRAN, INC.

Sally Johnson
Water Resources Planner

Inken Mello
Senior Client Manager

Enclosure(s)

cc: Budget Amendment

888 South Figueroa #1700
Los Angeles, California 90017
www.woodardcurran.com

T 800.426.4262
T 213.223.9460

Amendment 2: Budget Amendment Request

Task Description	Budget	Amount Spent To-Date	Funds Remaining	Budget Change Request	Amended Task Total
Task 1: Project Management	$6,552.50	$6,553	$0	$0	$6,552.50
Task 2: Project Selection and Pre-Application Workshop Coordination	$5,360.00	$5,360	$0	$0	$5,360.00
Task 3: Application Preparation and Submittal	$23,370.00	$23,370	$0	$0	$23,370.00
Task 4: Post-Submittal Support	$150.00	$150	$0	$0	$150.00
Task 5: Grant Administration	$38,703.50	$38,703.50	$0	$0	$38,703.50
New Task – Task 6: Grant Administration Year 2	*$0*	*$0*	*$0*	*$49,005*	*$49,005*
TOTAL	**$74,136.00**	**$74,136**	**$0**	**$49,005**	**$123,141**

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

PREPARED BY: **Art Vela, Director of Public Works**

MEETING DATE: **August 23, 2022**

SUBJECT: **Consideration of Resolution 2022-110, Approving a Professional Services Agreement with Woodard & Curran for Grant Application Preparation Services for the Proposition 1 Round 2 Integrated Regional Water Management Grant Program in the amount of $74,136**

RECOMMENDATION:

Staff recommends that City Council adopt Resolution 2022-110:

1. Approving a Professional Services Agreement with Woodard & Curran of Los Angeles, CA for the preparation of the Proposition 1, Round 2, Integrated Regional Water Management Grant application in the amount of $74,136.
2. Authorizing the City Manager or designee to make necessary budget adjustments, appropriations and transfers related to the Professional Services Agreement.
3. Authorizing the City Manager or his designee to execute a Professional Services Agreement with Woodard & Curran in the amount of $74,136.

BACKGROUND:

In 2016, the San Gorgonio Integrated Regional Water Management Region ("Region") received a Proposition 1 Planning Grant to develop its first Integrated Regional Water Management (IRWM) plan. The San Gorgonio IRWM Regional Water Management Group (RWMG) was formed and tasked with, but not limited to, developing an IRWM plan that would meet the requirements for participation in the Statewide IRWM program, which provides funding opportunities that would otherwise not be available to the Region.

The City of Banning along with Banning Heights Water District, High Valleys Water District, Cabazon Water District, Riverside County Flood Control and Water Conservation District and San Gorgonio Pass Water Agency make up the San Gorgonio RWMG. The RWMG group collaborated with key stakeholders and members of the community to develop the IRWM Plan which identifies the water needs, goals, objectives, strategies and projects that are unique to the Region.

The Colorado River Basin Funding Area ("Funding Area") was notified that the Proposition 1 Round 2 funding was available and that $8,538,265 would be made available to the Funding Area. The three IRWM Regions that make up the Funding Area agreed on a funding split based on population, resulting in an allocation of $1,912,755 to the Region.

The City of Banning has taken a lead role in the Region and has initiated a Call for Projects inviting all identified stakeholders in the Region to participate. Once project nomination forms are submitted, an evaluation committee will review the projects and will select the most competitive ones for inclusion in a combined grant application for the Region, which is a requirement of the IRWM program.

JUSTIFICATION:

The Public Works Department currently does not have the staff resources to manage the Region's project nomination/evaluation process and the development of the Region's grant application.

Woodard & Curran has extensive experience completing grant applications as part of the IRWM program and demonstrable success being awarded funding in Prop. 1 Round 1.

FISCAL IMPACT:

The Professional Services Agreement will be funded by the Water Fund, Contract Services/Professional Services Account No. 660-6300-471.33-11 in the amount of $74,136. An appropriation from the Water Fund 660 to cover the expense is required.

Stakeholders who submit a project that is selected to be part of the Region's Proposition 1, Round 2 grant application will equally share in the cost for its preparation and will pay the City of Banning for Woodard and Curran's cost.

ALTERNATIVES:

Do not approve Resolution 2022-110 and provide alternative direction to staff.

ATTACHMENTS:

1. Resolution 2022-110
   https://banningca.gov/DocumentCenter/View/11108/Att-1-Resolution-2022-110--Grant-Application-Preparation-Svcs
2. Woodard & Curran Draft Agreement
   https://banningca.gov/DocumentCenter/View/11109/Att-2-C00782-Woodard---Curran
3. Funding Area MOU (Funding Split)
   https://banningca.gov/DocumentCenter/View/11106/Att-3-CRFA-P1R2-MOU-executed

4. Woodard & Curran Proposal
   https://banningca.gov/DocumentCenter/View/11107/Att-4-Banning-Prop-1-Round-2-Proposal_9Aug22

Approved by:

Douglas Schulze
City Manager

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

PREPARED BY: **Art Vela, Director of Public Works**

MEETING DATE: **January 10, 2023**

SUBJECT: **Consideration of Resolution 2023-11, Authorizing the Submittal of a Grant Application to the California Department of Water Resources to Obtain a Proposition 1 Round 2 Integrated Regional Water Management Implementation Grant and Authorizing the City Manager to Execute a Grant Agreement and Related Sub-Grantee Agreements**

RECOMMENDATION:

Staff recommends the adoption of Resolution 2023-11:

1. Authorizing the submittal of a grant application to the California Department of Water Resources to obtain a Proposition (Prop) 1 Round 2 Integrated Regional Water Management (IRWM) Implementation Grant.
2. Authorizing the City Manager to execute a Grant Agreement with the California Department of Water Resources to receive grant funding from the Prop 1 Round 2 IRWM Implementation Grant Solicitation and to execute Sub-Grantee Agreements with Cabazon Water District and High Valleys Water District.
3. The City Council authorizes the City Manager or his designee to accept and receive grant funding and to make necessary budget adjustments and appropriations related to this resolution.

BACKGROUND:

Proposition 1

The 2014 Proposition 1 Water Quality, Supply, and Infrastructure Improvement Act authorized $510 million in Integrated Regional Water Management (IRWM) funding. Proposition 1 provides funding for projects that help meet the long-term water needs of the state that include: assist water infrastructure systems adapt to climate change, provide incentives to regional water resources and water infrastructure, and reduce reliance on the Sacramento-San Joaquin Delta.

SG IRWM

In 2016, the San Gorgonio Integrated Regional Water Management Region ("Region") received a Proposition 1 Planning Grant to develop its first Integrated Regional Water Management (IRWM) plan. The San Gorgonio IRWM Regional Water Management Group (RWMG) was formed and tasked with, but not limited to, developing an IRWM plan that would meet the requirements for participation in the Statewide IRWM program, which provides funding opportunities that would otherwise not be available to the Region.

The City of Banning along with Banning Heights Water District, High Valleys Water District, Cabazon Water District, Riverside County Flood Control and Water Conservation District and San Gorgonio Pass Water Agency make up the San Gorgonio RWMG. The RWMG group collaborated with key stakeholders and members of the community to develop the IRWM Plan which identifies the water needs, goals, objectives, strategies and projects that are unique to the Region.

Prop 1 Round 2

In May 2022, the Department of Water Resources (DWR) released Prop 1 - Round 2 IRWM Implementation Grant Proposal Solicitation Package and Guidelines. This solicitation made available approximately $193 million to be awarded for IRWM Implementation projects, of which $25 million would be allocated to projects that directly benefit Disadvantaged Communities (DAC).

The Colorado River Basin Funding Area ("Funding Area") was notified that the Prop 1 Round 2 funding was available and that $8,538,265 would be made available to the Funding Area. The three IRWM Regions that make up the Funding Area agreed on a funding split based on population, resulting in an allocation of $1,912,755 to the Region.

The City of Banning has taken a lead role in the Region and initiated a Call for Projects inviting all identified stakeholders in the Region to participate and as a result, received five projects to be scored and nominated.

A scoring committee of members (not submitting projects) was assembled to objectively score the five projects. The IRWM scoring committee identified three of the five projects as being ready for implementation – one from the High Valleys Water District, one from the Cabazon Water District, and one from the City of Banning. The City of Banning submitted 3 projects for consideration.

1. Cabazon Water District – Waterline Replacement in Jensen Area
   This project consists of replacing Cabazon Water District's 4" deteriorating steel pipe (that has reached the end of its useful life span) with the district's minimum 8" diameter PVC water pipe in the Jensen area. This project is a segment of Cabazon's long-term plan to replace the dilapidated distribution system in the Jensen area that without replacement, would be prone to leaks and failures. Requested funding: $350,000. Recommended funding: $343,700.

2. High Valleys Water District – 2" Pipeline to 8" Pipeline
   High Valleys Water District's project would replace the current 2" line with an 8" line in the rural area of Twin Pines, Ca. Currently, it cannot adequately supply water to its 12 customers in the rural area. The line replacement will improve the water supply and provide more adequate fire flow protection bringing the area up to state fire marshal code for its existing and new incoming customers. Requested funding: $982,000. Recommended award: $964,324.

3. City of Banning - Lion's Park Recycled Water Conversion
   The City of Banning seeks to conserve potable water by converting the Lion's Park irrigation system from potable to recycled water and connecting it to a new recycled water meter located on Charles Street. Requested funding $499,256. Recommended funding: $490,269.

In August 2022, the City Council adopted Resolutions 2022-110, approving a Professional Services Agreement with Woodard and Curran grant application preparation services for Prop 1 Round 2 IRWM Implementation Grant program in an effort to secure funding. Woodard and Curran will prepare and submit the grant application on behalf of the three agencies selected to receive funding. The grant submittal deadline is February 1, 2023.

JUSTIFICATION:

Approval of Resolution 2023-11 is required to submit the Prop 1 Round 2 IRWM Implementation grant application.

The City of Banning continues to act in a lead capacity for the Region and will execute the grant agreement with the California Department of Water Resources. The City will also execute Sub-Grantee Agreements, as approved by the City Attorney's office, with Cabazon Water District and High Valleys Water District similar to those executed during the implementation of Prop 1 Round 1 funding.

FISCAL IMPACT:

City Council approval of Resolution 2023-11 could secure up to $490,269 in IRWM program funding for the City of Banning water conversion project. It is likely that the City will be granted a Disadvantaged Community (DAC) waiver which would not require a local match. If a DAC waiver is not granted the city would be responsible for funding the local match. The precise dollar amount of a required local match, if any, is not known at this time because grant awards can be for a portion of the requested amount, and waivers for the local share could be granted based on the community's financial hardship. Staff is hopeful that a waiver will be granted because the City of Banning is considered a disadvantaged community based on median household income.

As identified in Resolution 2022-110, the cost for the preparation of the Prop 1 Round 2 IRWM grant application is budgeted at $74,136. This cost will be shared equally ($24,712/each) amongst the three grant awardees. Additionally, 6% of the available grant

funding, or $114,462, will be set aside to fund an amendment to the Professional Services Agreement with Woodard and Curran for grant administration services.

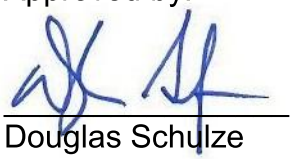
ALTERNATIVES:

Reject Resolution 2023-11. If rejected, the Region's grant application will be deemed incomplete and not considered for funding through the Prop 1 Round 2 IRWM Implementation Grant funding opportunity.

ATTACHMENTS:

1. Resolution 2023-11
   https://banningca.gov/DocumentCenter/View/11959/Att-1-Resolution-2023-11-IRWM-Planning-Grant
2. Colorado Funding Area Funding Split MOU
   https://banningca.gov/DocumentCenter/View/11957/Att-2-CRFA-P1R2-MOU-executed
3. Resolution 2022-110 Grant Application Preparation Services
   https://banningca.gov/DocumentCenter/View/11958/Att-3-CC-Resolution-No-2022-110

Approved by:



Douglas Schulze
City Manager

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AGREEMENT FOR PROFESSIONAL SERVICES (C00782) FOR GRANT APPLICATION PREPARATION SERVICES FOR THE PROPOSITION 1 ROUND 2 INTEGRATED REGIONAL WATER MANAGEMENT GRANT PROGRAM BY AND BETWEEN CITY OF BANNING AND WOODARD & CURRAN, INCORPORATED

THIS AGREEMENT FOR PROFESSIONAL SERVICES (herein "Agreement") is made and entered into this day: 2/23/2023, ("Effective Date") by and between the **CITY OF BANNING,** a California municipal corporation ("City") and **WOODARD & CURRAN, INCORPORATED,** a Maine corporation ("Consultant"). The Consultant has been qualified by the Secretary of State to conduct business in California. City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought the performance of the services for the grant application preparation services for the Proposition 1, Round 2 integrated regional water management grant program, 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 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 "professional standards" shall mean those standards of practice recognized by similar firms performing similar work under similar circumstances.

1.2 Contract Documents and Exhibits.

This Agreement includes the Request for Proposal and Consultant's accepted proposal ("Contract Documents"), both of which are on file with the City and incorporated herein by this general reference as though fully set forth herein. **Exhibit A** (Scope of Services), **Exhibit B** (Special Requirements), **Exhibit C** (Schedule of Compensation), and **Exhibit D** (Schedule of Performance) also constitute a part of this Agreement and are incorporated into this Agreement by this reference. Except as set forth in Section 1.10 regarding **Exhibit B**, this Agreement controls over the Contract Documents and the provisions in **Exhibits A, B** and **C**.

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain and maintain during the term of this Agreement, at its sole cost and expense, all necessary licenses, permits, certificates and approvals required by law for the performance of Services under this Agreement, including a City business license. Consultant shall have the sole obligation to pay for all fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and which arise from or are necessary for Consultant's performance of the Services required by this Agreement. Consultant shall indemnify, defend and hold harmless City, its officers, employees or agents, against all such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Services.

By executing this Agreement, Consultant represents 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 represents 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 caused by Consultant's negligence, until acceptance of the Services by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra services beyond that specified in the Scope of Services or to make changes by altering, adding to or deducting from the Services. No such extra services may be undertaken unless a written order is first given by the Contract Officer to Consultant, which written order incorporates therein an adjustment in (i) the Contract Sum (as defined in Section 2.1), and/or (ii) the Schedule of Performance, (as defined in Section 3.2), and which written order is approved in writing by Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum, or $25,000, whichever is less; or in the Schedule of Performance of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to Services which are specifically set forth in the Scope of Services or which are reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the Services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.9 Facilities and Equipment.

Except as otherwise provided, Consultant shall, at its own cost and expense, provide all facilities and equipment necessary to perform the Services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space ("City Facilities"), as City deems, in its sole discretion, to be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to a computer, long distance telephone, network data, internet or other communication charges, vehicles and reproduction facilities.

1.10 Special Requirements.

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

1.11 Corrections.

In addition to the indemnification obligations set forth in Article 4, and Sections 1.4, 1.13, 5.3, 5.4, and 6.3, Consultant shall correct, at its expense, all errors in the Services which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction(s) in a reasonably timely manner, such correction(s) may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction(s) from any retention amount held by City, or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction(s), as provided in Section 6.3.

1.12 Party Representatives.

A. Contract Officer: For the purposes of this Agreement, the Contract Officer shall be the City Manager, or such other person designated in writing by the City Manager ("Contract Officer"). Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of City required hereunder to carry out the terms of this Agreement.

B. Principals and Personnel of Consultant.

1) Consultant Representative: The following principal of Consultant is hereby designated as being the Consultant Representative authorized to act on Consultant's behalf regarding the Services specified herein and make all decisions in connection therewith:

Name	Title
Sally Johnson	Water Resources Planner

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,

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 $74,136.00 (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: 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.

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 one (1) year from the date hereof, unless sooner terminated as provided in Article 6 of this Agreement or extended as provided in Sections 1.8 and 3.3 of this Agreement. Maximum term and any subsequent amendment or modification shall not exceed five (5) years.

ARTICLE 4. INSURANCE AND INDEMNIFICATION

4.1 Minimum Scope and Limits of Insurance.

Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

A. Commercial General Liability Insurance with a minimum limit of $1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of $2,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, members, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

B. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of $1,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy.

C. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of $1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required; however, Consultant shall execute a declaration that it has no employees.

D. Professional Liability/Errors and Omissions Insurance with minimum limits of $1,000,000.00 per claim and in the aggregate.

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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 maintained by 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 or reduce 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

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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 redacted 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 prior to the expiration of the coverages.

4.10 Indemnity Requirements not Limiting.

Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under this Agreement.

4.11 Sub-contractor Insurance Requirements.

Consultant shall require each of its sub-contractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Article.

4.12 Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnification of City.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), at law or in equity, which arise out of, 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 Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, but only to the proportionate extent caused by the Consultant's negligence and excepting for Liabilities arising from the negligence or willful misconduct of the Indemnitees as determined by court decision

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or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2.

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Article from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's sub-contractor, its officers, agents, servants, employees, sub-contractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's sub-contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Article, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Article shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Article shall survive the expiration or termination of this Agreement.

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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.

Except for proprietary software, source code, software framework, and methodologies, all drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "Consultant Documents") prepared by Consultant, its employees, sub-contractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement. Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the Consultant Documents hereunder. Any use, reuse or assignment of such completed Consultant Documents for other projects and/or use of uncompleted Consultant Documents without specific written authorization by Consultant will be at City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use or assignment. Consultant may retain copies of such Consultant Documents for its

own use. Consultant shall have an unrestricted right to use the concepts embodied therein. All sub-contractors shall provide for assignment to City of all Consultant Documents prepared by them; and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

5.4 Confidentiality and Release of Information.

A. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than its employees, agents, sub-contractors, or the 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.

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6.2 Disputes; Default.

A. In the event that City determines Consultant is in default under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any Services performed after the date of default. In addition to the provisions of Section 4.8, and the right to terminate pursuant to Section 6.7, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City may serve Consultant with written notice of the default. Consultant shall have ten (10) calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

B. In the event of termination pursuant to this Section, City may take over the Services and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed City as provided in Section 6.3.

6.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement): (i) any payment amount of which may be in dispute hereunder or which is necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, (ii) all amounts retained pursuant to the provisions of Section 4.8, (iii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement, and (iv) all payments due or that become due to Consultant during the period that Consultant or any of its sub-contractors fail to maintain any required insurance in full force and effect, until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City, as provided in Section 4.9, above. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein.

6.4 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement.

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Acceptance by City of any Services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing, and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.5 Rights and Remedies are Cumulative.

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

6.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant must file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action against City under this Agreement.

6.7 Termination Prior to Expiration of Term.

This Article 6 shall govern any termination of this Agreement except as specifically provided in Section 6.2 for termination for default of Consultant. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of Consultant, the period of notice may be a shorter time as may be determined by the Contract Officer. In addition, Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of City, the period of notice may be a shorter time as Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Except where Consultant has initiated termination, Consultant shall be entitled to compensation for all Services rendered prior to the effective date of the notice of termination and for any Services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 6.3. In the event Consultant has initiated termination, Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 6.2.

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6.8 Attorneys' Fees.

In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorney's fees on any appeal, and in addition the Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 7. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

7.1 Non-liability of City Officers and Employees.

No officer or employee of City shall be personally liable to Consultant, or Consultant's Successor, in the event of any default or breach by City or for any amount which may become due to Consultant or Consultant's Successor, or for breach of any obligation of the terms of this Agreement.

7.2 Conflict of Interest.

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

No officer or employee of City shall have any direct or indirect financial interest in this Agreement within the scope of Government Code section 1090, nor shall any such officer or employee make, participate in making, or use his or her official position to influence, any City decision relating to the Agreement which has a material financial effect on his or her financial interests or the financial interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given, and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Consultant and its officers, employees, associates and sub-contractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar services for other clients; but Consultant and its officers, employees, associates and sub-contractors shall not, without the Contract Officer's prior written approval, perform services for

another person or entity for whom Consultant is not currently performing services that would require Consultant or one of its officers, employees, associates or sub-contractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

7.3 Covenant Against Discrimination.

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

7.4 Unauthorized Aliens.

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

ARTICLE 8. MISCELLANEOUS PROVISIONS

8.1 Notices.

Any notice, demand, request, document, consent, approval, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on confirmed delivery by courier service or overnight delivery service during Consultant's and City's regular business hours; or (b) three (3) Business Days after deposit in the United States mail, by certified or registered mail, and addressed to the Party to be notified as set forth below:

If to City	Attn: Art Vela Director of Public Works City of Banning 99 East Ramsey Street Banning, California 92220 Email: avela@banningca.gov

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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: Sally Johnson Water Resources Planner Woodard & Curran, Inc. 888 South Figueroa #1700 Los Angeles, CA 90017 Email: sjohnson@woodardcurran.com

8.2 Interpretation.

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

8.3 Counterparts.

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

8.4 Integration; Amendment.

This Agreement, and all exhibits referred to in this Agreement, constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. No amendment to or modification of this Agreement, nor any provision or breach hereof waived, shall be valid unless made in writing and approved by Consultant and by City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

8.5 Severability.

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

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8.6 Mutual Cooperation.

A. City's Cooperation. City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

8.7 No Third Party Beneficiaries Intended.

This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

8.8 Final Payment Acceptance Constitutes Release.

The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's Services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, sub-contractors and agents for the accuracy and competency of the information provided and/or Services performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the Services prepared by Consultant, its employees, sub-contractors and agents.

8.9 Non-Appropriation of Funds.

Payments to be made to Consultant by City for Services performed within the current fiscal year which are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Consultant's Services beyond the current fiscal year, this Agreement shall cover payment for Consultant's Services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

8.10 Headings.

The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

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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]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF BANNING

DocuSigned by:
0AD14BA212CE497...
2/23/2023

Douglas Schulze, Date
City Manager

ATTEST:

DocuSigned by:
72C57B436CA24C7...
2/24/2023

Caroline Patton, Date
Deputy City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

DocuSigned by:
F3821C827AF84EF...
2/16/2023

Serita R. Young Date
City Attorney

CONSULTANT

DocuSigned by:
A203D1846C1571D...
2/23/2023

NAME: Sally Johnson Date
TITLE: Project Manager

NAME: Date
TITLE:

01-0363222

Tax ID No.

Address:
41 Hitchins Drive
Portland, ME 04102

City Council Approval: 8/23/2022

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 Grant Application Preparation Services for the Proposition 1 Round 2 Integrated Regional Water Management Grant Program 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 attachment Electronic Mail dated March 9, 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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888 South Figueroa #1700
Los Angeles, California 90017
www.woodardcurran.com

T 800.426.4262
T 213.223.9460

Via Electronic Mail

March 9, 2022

Art Vela
Public Works Director
City of Banning
99 E. Ramsey Street
Banning, CA 92220

Re: Revised proposal for San Gorgonio IRWM Region Proposition 1, Round 2 IRWM Implementation Grant Support

Dear Mr. Vela:

Woodard & Curran is pleased to submit this revised letter proposal to the City of Banning, as contracting agency for the San Gorgonio Integrated Regional Water Management (IRWM) Region, to provide grant application preparation services for the Proposition 1 (Prop 1) IRWM Program. This proposal has been revised to update the proposed schedule to reflect the San Gorgonio IRWM Program's decision to extend the Call for Projects and pursue the February 1, 2023 application deadline.

BACKGROUND

Development of the San Gorgonio IRWM Plan was funded by a Prop 1 IRWM planning grant in the amount of $1,000,000 that Woodard & Curran helped the region secure in 2016. In 2019, our team assisted the City with preparing the San Gorgonio IRWM Region's Proposition 1 IRWM Implementation Grant for Round 1, which was awarded over $3.5 million to fund four priority projects and associated grant administration.

As a result of our extensive experience in preparing past IRWM implementation grant applications for the Region, the Woodard & Curran team is well positioned to provide the San Gorgonio IRWM Region and its stakeholders with the highest quality of support for the Proposition 1 Round 2 IRWM grant solicitation. This support would include assisting the Region and Regional Water Management Group (RWMG) in selecting projects for inclusion in the grant application, preparing and submitting application materials, and supporting post-application coordination with DWR. The San Gorgonio IRWM Region has agreed on a funding split within the Colorado River Funding Area and has been allocated $1,912,755 in grant funding for Round 2. Because the Funding Area has a funding split, the Department of Water Resources (DWR) has simplified the application process for the San Gorgonio IRWM Region that reduces the narrative required and removes DWR's scoring process, which has been taken into consideration for this proposal.

DWR's simplified application process also requires that each region complete a competitive local project selection process that adheres with Proposition 1 requirements for Funding Areas that have agreed on a funding split, as outlined in Attachment 7 of the Draft PSP. Woodard & Curran will work with the RWMG to update the project selection process outlined in Section 5.2 of the San Gorgonio IRWM Plan to ensure compliance with Attachment 7. A recusal process for

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the Project Review Subcommittee should be outlined for project voting and Table 5-1: Project Prioritization Criteria and Scoring in the IRWM Plan must be updated to include a CEQA/NEPA/Permitting prioritization criterion. DWR also encourages IRWM Regions to select a replacement project in the event that a project is removed from the application or grant agreement. This replacement project must be the next highest ranked project eligible to receive funding that is not included on the recommended project list. The replacement project will be added to the agreement if a project is removed from the grant agreement during the implementation period for failing to progress in a timely fashion.

Per the Draft PSP, in addition to the grant application checklist (consisting of grantee, project sponsor, and project information), the grant application is expected to consist of seven attachments, including the following:

- **Attachment 1: Authorization and Eligibility Requirements** consists of authorizing resolutions, self-certification forms for eligibility requirements, Groundwater Sustainability Agency support letter(s), and CASGEM-mapping
- **Attachment 2: Work Plan** includes a description of the tasks to be completed for each proposed project, and is limited to seven pages per project, exclusive of maps and figures.
- **Attachment 3: Budget** includes tables of costs for each project, organized consistent with the tasks described in Attachment 2 Work Plan. No budget justification narrative is expected to be required for the San Gorgonio IRWM proposal due to the funding split agreement for the Colorado River Funding Area.
- **Attachment 4: Schedule** requires a schedule for each project that shows the start and end dates, along with project milestone dates, organized consistent with the tasks in Attachment 2 Work Plan. No schedule justification narrative is expected to be required for the San Gorgio IRWM proposal due to the funding split agreement for the Colorado River Funding Area.
- **Attachment 5: Disadvantaged Community (DAC) / Economically Distressed Area (EDA)** includes a narrative explaining the DAC or EDA status and how the project(s) will benefit these communities. This attachment is optional, but expected to be required for the San Gorgonio IRWM proposal due to the presence of DACs and EDAs within the majority of the IRWM region's boundaries and anticipated request for funding match waivers for the projects.
- **Attachment 6: Climate Change** requires the region answer five climate change planning questions. This attachment is not evaluated by DWR as part of the application, and responses will not affect funding success. However, it is required prior to execution of the grant agreement.
- **Attachment 7: Review Process** is required for all IRWM regions that have a funding split agreement in place, including the San Gorgio IRWM region. This attachment requires the region to explain how the local project selection process is competitive and meets DWR's requirements.

The proposed Project Manager, Sally Johnson, is well-versed with managing grant applications, including large IRWM implementation grant applications, and previously served as the Project

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Manager for the Region's successful Round 1 grant. This proposal would be implemented by Woodard & Curran staff following standard project management practices. As described in Task 1: Project Management, monthly invoicing and progress reporting will be completed, which is used by the Project Manager to confirm progress on budget and schedule. Additionally, during grant writing efforts, the Project Manager will manage Woodard & Curran staff through regular team meetings and weekly budget checks using Woodard & Curran's timesheet and controls program, Deltek Vision. Input on draft deliverables will be solicited via email or sharepoint files, with all comments provided in track changes and compiled for discussion via teleconference as appropriate.

SCOPE OF SERVICES

The proposed Scope of Services includes 4 tasks. This scope is based on DWR's Draft Proposition 1 Round 2 IRWM Implementation Grant Proposal Solicitation Package (PSP, released December 2021), and the project selection process included in the San Gorgonio IRWM Plan. The Final PSP is expected to be released by DWR in April 2022. At that time, Woodard & Curran would review the Final PSP to determine whether any changes made by DWR from the Draft to Final PSPs would affect this proposed scope of work. If substantial changes to the scope of work are required due to changes found in the final PSP, Woodard & Curran may submit an amendment request to the City. For the purposes of this proposal, it is assumed that three projects will be included in the San Gorgonio IRWM Region's Round 2 implementation grant application. This proposal also assumes that the replacement project will not be included in the application itself, and therefore would be selected but not require application materials be developed.

Task 1: Project Management

Woodard & Curran will assist the City of Banning on behalf of the San Gorgonio RWMG to coordinate, complete, and submit the Prop 1 implementation grant application in accordance with DWR's Final PSP. Woodard & Curran will prepare and manage a schedule for the grant application process to ensure all agencies participating remain on task and will coordinate and conduct up to 3 meetings with RWMG members as needed during the grant process.

Task 1 includes all project management and project coordination activities that may occur between the estimated start date of April 2022 through the completion of Task 4 (estimated to be complete within one year of project start), including a kickoff meeting with the City of Banning. Woodard & Curran will prepare monthly invoices and progress reports and conduct ongoing schedule and budget management. Woodard & Curran will coordinate with the City throughout completion of Tasks 2 through 4.

Deliverables:

- SGIRWM grant application schedule
- Agendas, meeting materials, and notes for up to three RWMG meetings
- Monthly progress reports and invoices (for one year)

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Task 2: Project Selection

This proposal assumes the City of Banning and RWMG will initiate the project solicitation process without the assistance of Woodard & Curran, and that Woodard & Curran would begin involvement with the project selection process once the Call for Projects closes, if applicable.

Woodard & Curran assumes that project selection would occur during a virtual RWMG meeting to be held via conference call (Teams). Woodard & Curran will provide information about scoring criteria and priorities based on DWR's Final PSP to the RWMG and will attend the meeting via teleconference for the purpose of answering questions that might arise about DWR's process. Woodard & Curran would not be involved with making recommendations to the RWMG regarding project selection. This scope assumes the project selection meeting will be 2 hours, longer than the normal 1-hour RWMG meetings and will include official voting and recusal, if applicable. The result of the meeting will be a project list for inclusion in the grant application including a replacement project.

Deliverables:

- Updated project selection process (including updated criteria and recusal process)
- Project list for inclusion in grant application (including replacement project)
- One (1) two-hour project selection meeting

Task 3: Application Preparation and Submittal

Woodard & Curran will coordinate with each project sponsor to receive the necessary project information and data to prepare the grant application. Woodard & Curran will prepare a data request for project sponsors and distribute it via email. A one-hour virtual workshop will be held with project sponsors to review the data request and answer questions about the requested information and the application. Information received from the data request will be used to develop the Work Plan, Budget, and Schedule for each identified project (three projects are assumed in this scope).

Woodard & Curran will prepare draft versions of Attachments 1 through 7 and the grant application checklist. This task includes coordination calls and emails with project sponsors and the RWMG as necessary. RWMG and project sponsors will review the draft application materials and provide comments. Woodard & Curran will then incorporate comments and prepare a draft final version of all attachments. The RWMG and project sponsors will be given the opportunity to review the draft final attachments prior to submittal. Woodard & Curran will prepare a screencheck final application incorporating comments from the draft final, to be reviewed by City of Banning as the applicant on behalf of the San Gorgonio IRWM Region. Following City of Banning approval on the screencheck final, Woodard & Curran will finalize and submit the application to DWR via its online GRanTS system, using the City of Banning's access. Electronic versions of the application will be provided to the RWMG and project sponsors in MS Word, Excel, and PDF format.

Deliverables:

- Data request in MS Word and Excel format

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- Draft and draft final application
- Final electronic files of application in MS Word, Excel, and PDF format
- Confirmation final attachments successfully uploaded to DWR's GRanTS system

Task 4: Grant Agreement and Funding Award Support

Woodard & Curran will also provide post-submittal support. This will include reviewing DWR's draft grant awards and preparing a comment letter for submittal to DWR, as needed. If the SGIRWM region is selected for award, Woodard & Curran will review the draft funding agreement and provide comments to the RWMG regarding the requirements and recommended adjustments to project scope of work, budgets, and schedule. This task assumes up to 16 hours of Woodard & Curran time.

Deliverables:

- Draft and final comment letter on Draft Awards
- Comments on Draft Agreement

SCHEDULE

Woodard & Curran can begin work immediately following receipt of a Notice to Proceed (NTP). The current application timeline provided by DWR is as follows:

- Release of Draft PSP – December 2021
- Release of Final PSP - April 2022
- Applications due – February 1, 2023
- DWR review/notification of award - No timeline provided

Woodard & Curran has provided a schedule below assuming an NTP is issued in August 2022. This schedule has been revised to reflect the Round 2 Final PSP.

Table 1: Approximate Proposed Schedule

Activity	Anticipated Start	Anticipated Completion	Duration
Task 1: Project Management	August 2022	August 2023	1 year
Task 2: Project Selection and Coordination	August 2022	October 2022	3 months
Task 3: Application Preparation and Submittal	November 2022	February 2023	3 months
Task 4: Grant Agreement and Funding Award Support	March 2023	August 2023	6 months

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BUDGET

Woodard & Curran proposed to complete this Task Order for an amount not-to-exceed $74,136 (see Fee Estimate attached). The cost for Woodard & Curran's work will be on a time-and-materials basis.

TERMS AND CONDITIONS

The Scope of Services will be completed in accordance with the terms of the Consultant/Professional Services Agreement between Woodard & Curran, Inc. and City of Banning.

CLOSING

We greatly appreciate this opportunity to offer our funding services and hope to continue to support the San Gorgonio IRWM Region in achieving its important funding goals. Persephene St. Charles will serve as the Principal-in-Charge and Sally Johnson will serve as Project Manager (sjohnson@woodardcurran.com, 858-875-7427). Sally is the point of contact for this proposal.

If you accept this proposal and wish to proceed with the Scope of Services, please sign in the space indicated below and return a copy for our files. Please feel free to call the undersigned at 858-875-7427 if you have any questions regarding this proposal or require any further information.

Sincerely,

WOODARD & CURRAN, INC.

Sally Johnson
Water Resources Planner

Enclosure(s)

cc: Fee Estimate

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized agents as of the date indicated below.

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AUTHORIZATION BY:

WOODARD & CURRAN, INC.		CITY OF BANNING	
Signature	Date	Signature	Date
Persephene St. Charles		Art Vela	
Name (printed)		Name (printed)	
National Practice Leader		Public Works Director	
Title		Title	

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EXHIBIT "B"
SPECIAL REQUIREMENTS

None

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks ("Tasks") at the following rates:

TASK	DESCRIPTION	SUB-BUDGET
1.	Project Management	$13,106
2.	Project Selection and Coordination	$5,370
3.	Application Preparation and Submittal	$51,700
4.	Post-Submittal Support	$3,960
	TOTAL	**$74,136**

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. The total compensation for Services shall not exceed $74,136 as provided in Section 2.1 of this Agreement.

V. Consultant's billing rates for all personnel are attached as Exhibit C-1.

Woodard & Curran

Fee Estimate

City of Banning

March 9, 2022

San Gorgonio IRWM Region Prop 1 Round 2 Implementation Grant

Tasks	Labor						ODCs		Total
	Persephene St. Charles	Sally Johnson	Emily Honn	Jen Sindermann	Total Hours	Total Labor Costs (2)	ODCs	Total ODCs (3)	Total Estimated Fee
	PIC/PM	PM	Planner	Project Assistant					
	$330	$260	$235	$120					
Task 1: Project Management									
Ongoing PM and Coordination	2	18		18	38	$7,500	$0	$0	$7,500
Grant application process schedule		2	3		5	$1,225	$1	$1	$1,226
Conduct Meetings with RWMG members (up to 3 RWMG meetings)		6	12		18	$4,380	$0	$0	$4,380
Subtotal Task 1:	2	26	15	18	61	$13,105	$1	$1	$13,106
Task 2: Project Selection and Coordination									
Updated Project Selection Process		4	8		12	$2,920	$0	$0	$2,920
Project Selection Meeting		4	6		10	$2,450	$0	$0	$2,450
Subtotal Task 2:	0	8	14	0	22	$5,370	$0	$0	$5,370
Task 3: Application Preparation and Submittal									
LPS Data Request and Coordination		4	8		12	$2,920	$0	$0	$2,920
Prepare Draft Grant Application (3 projects)	2	33	96		131	$31,800	$0	$0	$31,800
Att 1 Authorization/Eligibility		*2*	*4*						
Att 2 Work Plan		*10*	*24*						
Att 3 Budget		*6*	*16*						
Att 4 Schedule		*6*	*16*						
Att 5 DAC/EDA		*4*	*16*						
Att 6 Climate Change		*2*	*8*						
Att 7 Review Process		*2*	*8*						
Grant Application Checklist		*1*	*4*						
Prepare Final Grant Application	1	20	40		61	$14,930	$0	$0	$14,930
Submit via GRanTS for City and Project Proponents		2	6	1	9	$2,050	$0	$0	$2,050
Subtotal Task 3:	3	59	150	1	213	$51,700	$0	$0	$51,700
Task 4: Post-Submittal Support									
Comment Letter on Draft Awards		2	4		6	$1,460	$0	$0	$1,460
Review and Comment on Draft Agreement		6	4		10	$2,500	$0	$0	$2,500
Subtotal Task 4:	0	8	8	0	16	$3,960	$0	$0	$3,960
Total	5	101	187	19	312	$74,135	$1	$1	$74,136

1. Assumes 3 projects included in grant application.
2. The individual hourly rates include salary, overhead and profit.
3. Other direct costs (ODCs) such as reproduction, delivery, mileage (rates will be those allowed by current IRS guidelines), and travel expenses, will be billed at actual cost plus 10%.
4. Woodard & Curran reserves the right to adjust its hourly rate structure and ODC markup at the beginning of the calendar year for all ongoing contracts.

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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 in accordance with the schedule attached as Exhibit D-1.

II. The Contract Officer may approve extensions for performance of the Services in accordance with Sections 1.8 and 3.3.

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EXHIBIT "D-1"
PROPOSED PROJECT SCHEDULE

Woodard & Curran has provided a schedule below assuming an NTP is issued in August 2022. This schedule has been revised to reflect the Round 2 Final PSP.

Table 1: Approximate Proposed Schedule

Activity	Anticipated Start	Anticipated Completion	Duration
Task 1: Project Management	August 2022	August 2023	1 year
Task 2: Project Selection and Coordination	August 2022	October 2022	3 months
Task 3: Application Preparation and Submittal	November 2022	February 2023	3 months
Task 4: Grant Agreement and Funding Award Support	March 2023	August 2023	6 months

DEPARTMENT OF WATER RESOURCES
P.O. BOX 942836
SACRAMENTO, CA 94236-0001
(916) 653-5791

May 18, 2023

Arturo Vela
Director of Public Works
City of Banning
99 E. Ramsey Street Banning, CA 92220

Award Notification for Proposition 1 Round 2 Integrated Regional Water Management (IRWM) Implementation Grant

Dear Mr. Vela:

Congratulations! We are pleased to inform you that the proposal, Proposition 1 Round 2 San Gorgonio IRWM Implementation Proposal, filed by the City of Banning has been awarded **$1,912,755** by the Department of Water Resources (DWR) through the Proposition 1 Round 2 IRWM Implementation Grant Solicitation. Costs incurred after May 5, 2023 (DWR Director's approval date of the awards) will be eligible for grant reimbursement and costs incurred after January 1, 2015, can be used as required local cost share. This award is conditioned upon the execution of a Grant Agreement between DWR and your agency. Please see the Agreement Template for your reference.

Your timely attention is directed to the following actions.
Within 14 calendar days of the date of this award letter:

Award Acceptance – Please submit a letter or e-mail signed by the authorized representative confirming your agency as the Grantee to accept the grant award in the amount of $1,912,755 and your commitment to provide the required local cost share of 50% of the total project costs, excluding projects receiving a cost share waiver or reduction.

Electronic Signatures – DWR uses DocuSign to process signatures electronically to expedite all grant-related documents requiring a signature. In order for DWR to send documents to you via DocuSign, we need your consent. If you consent to the use of DocuSign, please submit a letter on official letterhead signed by the authorized representative consenting to the use of DocuSign for all transactions related to this award (see sample language in Attachment 1). If you prefer not to use electronic signatures, DWR can send documents for original (wet) signatures via e-mail or mail, but this can delay the process significantly.

Authorizing Resolution Update – The applicant has provided a resolution adopted by the applicant's governing body designating an authorized representative to execute an agreement with the State of California for a Round 2 IRWM Implementation Grant but this resolution does not include language allowing a designee to sign in place of the authorized representative. Please provide a resolution that includes language allowing a designee to sign documents (see example in Attachment 2).

Following receipt of all required information, the DWR Project Manager will provide you with a draft agreement and work with you to finalize and execute the agreement.

Your timely attention to these requirements is critical to execute the Grant Agreement; failure to do so may result in DWR revoking the grant award. Please submit the required information in the time periods specified to the DWR Project Manager Pakiza Chatha at Pakiza.Chatha@water.ca.gov.

Please contact Desiree Ramirez at Desiree.Ramirez@water.ca.gov or (916) 902-6952 for any questions regarding the required materials.

Again, congratulations to your IRWM Region on this well-deserved grant award. Our team appreciates the time and effort you contributed to this grant solicitation process. We look forward to working with you to complete these IRWM projects to build water resilience in your communities.

Sincerely,

Carmel Kinsella Brown, P.E.
Manager, Financial Assistance Branch
Division of Regional Assistance

Attachment 1 – Sample DocuSign Language
Attachment 2– Authorizing Resolution Example

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

PREPARED BY: **Art Vela, Director of Public Works**

MEETING DATE: **June 13, 2023**

SUBJECT: **Consideration of Resolution 2023-113, Designating an Authorized Representative or Designee to Execute an Agreement with the State of California Department of Water Resources for a Proposition 1 Round 2 Integrated Regional Water Management (IRWM) Implementation Grant**

RECOMMENDATION:

Staff recommends that City Council adopt Resolution 2023-113, designating the City Manager or designee as the Authorized Representative to execute an agreement, or any amendments, with the State of California, Department of Water Resources (DWR) for a Proposition (Prop) 1 Round 2 Integrated Regional Water Management (IRWM) Implementation Grant.

BACKGROUND:

On January 10, 2023 City Council adopted Resolution 2023-11 (see Attachment 2) authorizing the following:

1. Authorizing the submittal of a grant application to DWR to obtain a Prop 1 Round 2 IRWM Implementation Grant.

2. Authorizing the City Manager to execute a Grant Agreement with DWR to receive grant funding from the Prop 1 Round 2 IRWM Implementation Grant Solicitation and to execute Sub-Grantee Agreements with Cabazon Water District and High Valleys Water District.

On May 18, 2023, the Department of Public Works received notification (see Attachment 3) from DWR that the Prop 1 Round 2 grant application submitted by the City of Banning on behalf of the San Gorgonio IRWM Region was awarded the requested amount of $1,912,755. As part of the notification, DWR has requested an updated authorizing resolution that includes the Authorized Agent authorized to assign a designee to sign in

place of the Authorized Representative, which would occur if the Authorized Representative is not available to sign.

It is noted that the DWR's award notification requires that, amongst other things, a new resolution be submitted to DWR within 14 days of the date of the award letter (i.e. June 1, 2023). Staff informed DWR it would not be able to meet this deadline and that the new resolution would be presented to City Council for consideration on June 13, 2023. DWR acknowledged the scheduling constraint and accepted that the new resolution would be submitted following the June 13, 2023 meeting, if approved by City Council. All other requested items (acceptance of grant award and consent for DocuSign) were submitted prior to the deadline.

JUSTIFICATION:

DWR requested, in its May 18, 2023 award notification, that the City provide a resolution designating an Authorized Representative and authority for said Authorized Representative to assign a designee to sign in place of the Authorized Representative.

Finalization and execution of the grant agreement is contingent on the adoption of Resolution 2023-113.

FISCAL IMPACT:

Adoption of Resolution 2023-113 will result in the San Gorgonio IRWM Region receiving $1,912,755 in grant funding of which $490,269 will be received by the City of Banning to fund the Lions Park Recycled Water Conversion Project (see Attachment 4).

ALTERNATIVES:

1. Adopt Resolution 2023-113 as recommended.
2. Adopt Resolution 2023-113 with modifications.
3. Do not approve Resolution 2023-113 and provide alternative direction to staff.

ATTACHMENTS:

1. Resolution 2023-113
   https://banningca.gov/DocumentCenter/View/12900/Att-1-Resolution-2023-113
2. Resolution 2023-11
   https://banningca.gov/DocumentCenter/View/12899/Att-2-SR-Resolution-2023-11-IRWM-Implementation-Grant
3. DWR Award Notification
   https://banningca.gov/DocumentCenter/View/12897/Att-3-San-Gorgonio-Prop-1-Round-2-Award-Notification-Letter
4. Colorado River Funding Recommendations
   https://banningca.gov/DocumentCenter/View/12898/Att-4-Final-Funding-Recommendations---Colorado-River-MH-1

Approved by:

Douglas Schulze
City Manager

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AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES (C00782) FOR GRANT APPLICATION PREPARATION SERVICES FOR THE PROPOSITION 1 ROUND 2 INTEGRATED REGIONAL WATER MANAGEMENT GRANT PROGRAM BY AND BETWEEN CITY OF BANNING AND WOODARD & CURRAN, INCORPORATED

1. PARTIES AND DATE

THIS AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT ("Amendment No. 1") by and between the **CITY OF BANNING** ("City") and **WOODARD & CURRAN, INCORPORATED,** a Maine corporation ("Consultant") is effective this day of: 9/19/2023.

2. RECITALS

2.1 City and Consultant entered into an agreement dated February 23, 2023 for the purpose of providing Grant Writing and Grant Management services ("Master Agreement") following Request for Proposals and approved by City Council Resolution No. 2022-110.

2.2 City and Consultant now desire to amend the Master Agreement to exercise the option to extend the term of the Master Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in the Master Agreement, the Parties mutually agree follows:

3. INCORPORATION OF RECITALS

3.1 The recitals listed above are true and correct and are hereby incorporated herein by this reference.

4. AMENDMENT TERMS

4.1 The compensation for services performed pursuant to this Master Agreement and Amendment No. 1 is a zero change thereby shall remain unchanged for a total not to exceed amount of Seventy-Four Thousand One Hundred Thirty-Six Dollars ($74,136.00).

4.2 The term of the Master Agreement shall be extended through September 30, 2026, unless terminated earlier as provided in the Master Agreement.

4.3 Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all provisions of the Master Agreement shall remain unchanged and in full force and effect.

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4.4 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. 1.

4.5 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 Agreement, and (iv) the entering into this Amendment No. 1 does not violate any provision of any other Agreement to which said party is bound.

4.6 This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original.

4.7 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 Amendment No. 1 to the Master Agreement the day and year first hereinabove written.

CITY OF BANNING

9/19/2023

Douglas Schulze, Date
City Manager

City Council Approval: Reso 2022-110

ATTEST:

9/19/2023

Caroline Patton Date
Deputy City Clerk

CONSULTANT

Sally Johnson 9/18/2023

NAME: Sally Johnson Date
TITLE: Project Manager

NAME: Date
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 THE CONSULTANT'S BUSINESS ENTITY.

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GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND CITY OF BANNING AGREEMENT NUMBER 4600015401 PROPOSITION 1 ROUND 2 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) IMPLEMENTATION GRANT

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or “DWR,” and the City of Banning, a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

1) PURPOSE. The State shall provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) to the Grantee to assist in financing the projects, which are included in and implemented in an adopted Integrated Regional Water Management Plan (IRWM Plan), pursuant to Chapter 7. Regional Water Security, Climate, and Drought Preparedness (Wat. Code, § 79740 et seq.). The provision of State funds pursuant to this Agreement shall be construed or interpreted to mean that the IRWM Plan, or any components of the IRWM Plan, implemented in accordance with the Work Plan as set forth in Exhibit A, has been adopted through the IRWM Plan Review Process, and is/are consistent with Water Code section 10530 et seq.

2) TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on May 6, 2023, through final payment plus three (3) years unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed by December 31, 2025, in accordance with the Schedule as set forth in Exhibit C and no funds may be requested after March 31, 2026.

3) GRANT AMOUNT. The maximum amount payable by the State under this Grant Agreement shall not exceed $1,912,755.

4) GRANTEE COST SHARE. Not applicable to this Agreement.

5) BASIC CONDITIONS. The State shall have no obligation to disburse money for the Project(s) under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):

   A. The Grantee shall demonstrate compliance with all eligibility criteria as set forth on pages 9-11, inclusive, of the 2022 IRWM Grant Program Guidelines (2022 Guidelines).

   B. For the term of this Agreement, the Grantee shall submit Quarterly Progress Reports which must accompany an invoice ($0 Invoices are acceptable) and all invoice backup documentation. The Quarterly Progress Report shall be submitted within 60 days following the end of the calendar quarter (i.e., reports due May 30, August 29, November 29, and March 1) and all other deliverables as required by Paragraph 14, “Submission of Reports” and Exhibit A, “Work Plan”.

   C. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State.

      i. Final plans and specifications certified, signed and stamped by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A of this Grant Agreement.

      ii. Work that is subject to the California Environmental Quality Act (CEQA) (including final land purchases) shall not proceed under this Grant Agreement until the following actions are performed:

         a) The Grantee submits to the State all applicable permits, as indicated on the Environmental Information Form to the State,

         b) All documents that satisfy the CEQA process are received by the State,

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c) The State has completed its CEQA process as a Responsible Agency, and

d) The Grantee receives written notification from the State of concurrence with the Lead Agency's CEQA documents (s) and State's notice of verification of permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project, or to require changes, alterations, or other mitigation. Proceeding with work subject to CEQA prior to the State's concurrence shall constitute a material breach of this Agreement. The Grantee or Local Project Sponsor (LPS) shall also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including Environmental Impact Statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/ implementation.

iii. A monitoring plan as required by Paragraph 16, "Monitoring Plan Requirements," if applicable.

6) DISBURSEMENT OF FUNDS. The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest-bearing account and shall be used solely to pay Eligible Project Costs.

7) ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Costs incurred after the May 5, 2023, may be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to, the following items:

A. Costs, other than those noted above, incurred prior to the award date of this Grant.

B. Costs for preparing and filing a grant application.

C. Operation and maintenance costs, including post construction performance and monitoring costs.

D. Purchase of equipment that is not an integral part of a project.

E. Establishing a reserve fund.

F. Purchase of water supply.

G. Replacement of existing funding sources (e.g., bridge loans).

H. Meals, food items, or refreshments.

I. Payment of any punitive regulatory agency requirement, federal or state taxes.

J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.

K. Indirect Costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs

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that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee or LPSs; non-project-specific accounting and personnel services performed within the Grantee's or LPS' organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee, LPSs, and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

L. Mitigation for environmental impacts not resulting from implementation of the Project funded by this program.

M. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.

8) METHOD OF PAYMENT. After the disbursement requirements in Paragraph 5, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee of an electronic invoice certified and transmitted via electronic/digital signature system (e.g., DocuSign) or via US mail or Express mail delivery of a "wet signature" for costs incurred, including Local Cost Share, and timely Quarterly Progress Reports as required by Paragraph 14, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Quarterly Progress Report must accompany an invoice ($0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e. invoices due May 30, August 29, November 29, and March 1). The State will notify the Grantee, in a timely manner, whenever, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.

B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.

C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:

i. Invoices shall contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.

ii. Invoices shall be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees shall include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).

iii. One set of sufficient evidence (i.e., receipts, copies of checks, personnel hours' summary table, time sheets) shall be provided for all costs included in the invoice.

iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount" and those costs that represent the Grantee's costs, as applicable, in Paragraph 4, "Grantee Cost Share."

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v. Original signature and date of the Grantee's Project Representative. Submit an electronic invoice, certified and transmitted via electronic/digital signature system (e.g., DocuSign), from authorized representative to the Project Manager or the original "wet signature" copy of the invoice form to the Project Manager at the following address: P.O. Box 942836 Sacramento, CA 94236.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Standard Condition D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

9) ADVANCED PAYMENT. Water Code section 10551 authorizes advanced payment by the State for projects included and implemented in an applicable Integrated Regional Water Management Plan, and when the project proponent is a nonprofit organization; a disadvantaged community (DAC); or the project benefits a DAC. If a project is awarded less than $1,000,000 in grant funds, the project proponent may receive an advanced payment of fifty (50) percent of the grant award; the remaining fifty (50) percent of the grant award will be reimbursed in arrears after the advanced funds of a budget category have been fully expended. Within ninety (90) calendar days of execution of the Grant Agreement, the Grantee may provide the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after the execution of this Agreement will not be eligible to receive an advanced payment. The Advanced Payment Request shall contain the following:

A. Documentation demonstrating that each Local Project Sponsor (if different from the Grantee, as listed in Exhibit I) was notified about their eligibility to receive an advanced payment and a response from the Local Project Sponsor stating whether it wishes to receive the advanced payment or not.

B. If the Grantee is requesting the advanced payment, the request(s) shall include:

i. Descriptive information of each project with an update on project status.

ii. The names of the entities that will receive the funding for each project, including, but not limited to, an identification as to whether the project proponent or proponents are nonprofit organizations or a DAC, or whether the project benefits a DAC.

iii. A detailed Funding Plan which includes how the advanced payment will be expended (in terms of workplan, budget, and schedule) within the timeframe agreed upon by DWR and the Grantee. The Funding Plan must clearly identify the total budget (at Budget Category Level) for each project clearly showing the portion of advanced payment and reimbursement funds.

iv. Any other information that DWR may deem necessary.

C. Upon review and approval of the Advanced Payment Request, DWR will authorize payment of the fully requested amount for the qualified project(s). Based on the project's Funding Plan and other considerations, DWR may determine it is not prudent to advance the full request in a single disbursement. In such a case, DWR will develop a "Disbursement Schedule," to disburse funds in installments. This Disbursement Schedule may change based on the project's ongoing compliance with the Advanced Payment requirements and the project's cash flow needs.

D. Once DWR authorizes the Advanced Payment Request, the Grantee shall submit Advanced Payment Invoice(s) for the initial amount based on the "Disbursement Schedule" on behalf of the LPS(s),

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containing the request for each qualified project, to the State with signature and date of the Grantee's Project Representative, as indicated in Paragraph 21, "Project Representative." The Grantee shall be responsible for the timely distribution of the advanced funds to the respective LPS(s). The Advanced Payment Invoice(s) shall be submitted on forms provided by the State and shall meet the following format requirements:

i. Invoice shall contain the date of the invoice, the time period covered by the invoice, and the total amount due.

ii. Invoice shall be itemized based on the budget categories specified in Exhibit B, "Budget."

iii. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of an Advance Payment Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies).

iv. On a quarterly basis, the Grantee will submit an Accountability Report to the State that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
   1. An itemization of how advanced funds have been spent to-date (Expenditure Report), including documentation that supports the disbursements (e.g., contractor invoices, receipts, personnel hours, etc.). Accountability Reports shall be itemized based on the budget categories (i.e., tasks) specified in Exhibit B.
   2. An updated Accountability Report including an updated Funding Plan that depicts how the remaining advanced funds will be expended and the activities and deliverables associated with the advanced funds within the timeframe agreed upon by DWR and the Grantee when the advanced payment request was approved.
   3. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
   4. Proof of distribution of advanced funds to LPS(s), if applicable.

v. The State's Project Manager will notify the Grantee, in a timely manner, when, upon review of the Accountability Report, the State determines that any portion of the expenditures claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit A, the State will reject the claim and remove them from the Accountability Report.

E. Once the Grantee has spent all advanced funds in a budget category, then the method of payment will revert to the reimbursement process for that budget category specified in Paragraph 8, "Method of Payment for Reimbursement."

10) <u>REPAYMENT OF ADVANCES.</u> The State may demand repayment from the Grantee of all or any portion of the advanced State funding along with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State, and take any other action that it deems necessary to protect its interests for the following conditions:

A. A project is not being implemented in accordance with the provisions of the Grant Agreement.

B. The Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction.

C. Failure by the Grantee to submit complete and accurate quarterly Accountability Reports by the required due dates, unless otherwise approved by DWR.

D. Failure to deposit funds in a non-interest-bearing account.

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E. Use of Advance Payment funds for ineligible expenses and/or activities not consistent with this Agreement.

F. Inappropriate use of funds, as deemed by DWR.

G. Repayment amounts may also include:

i. Actual costs incurred which are not consistent with the activities presented in Exhibit A, not supported, or are ineligible.

ii. Advanced funds which are not fully expended by project completion, notwithstanding Water Code section 10551(c)(4). Unused grant funds shall be returned to DWR within sixty (60) calendar days.

Any repayment of advanced funds may consist of reducing the amount from future reimbursement invoices. The State may consider the Grantee's refusal to repay the requested advanced amount a material breach of this Agreement subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to demand repayment or withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Agreement.

11) WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 12, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a material breach subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

12) DEFAULT PROVISIONS. The Grantee shall be in default under this Grant Agreement if any of the following occur:

A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other Agreement between the Grantee and the State evidencing or securing the Grantee's obligations.

B. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement.

C. Failure to operate or maintain the Project in accordance with this Grant Agreement.

D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Standard Condition D.5.

E. Failure to submit quarterly progress reports pursuant to Paragraph 5.

F. Failure to routinely invoice the State pursuant to Paragraph 8.

G. Failure to meet any of the requirements set forth in Paragraph 13, "Continuing Eligibility."

Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:

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A. Declare the funding be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.

B. Terminate any obligation to make future payments to the Grantee.

C. Terminate the Grant Agreement.

D. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

13) CONTINUING ELIGIBILITY. The Grantee shall meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2022 Guidelines to remain eligible to receive State funds:

A. An urban water supplier that receives grant funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) as set forth on page 11 of the 2022 Guidelines and as stated on page 24 of the 2022 IRWM Implementation Grant Proposal Solicitation Package.

B. An agricultural water supplier receiving grant funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply shall have their 2015 AWMP identified on the State's website. For more information, visit the website listed in Appendix A in the 2022 Guidelines.

C. A surface water diverter receiving grant funds shall maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et. seq.

D. If applicable, the Grantee shall demonstrate compliance with the Sustainable Groundwater Management Act (SGMA) set forth on page 10 of the 2022 Guidelines.

E. If the Grantee has been designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, the Grantee shall maintain reporting compliance, as required by Water Code section 10932 and the CASGEM Program.

F. The Grantee shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406, et seq.) for data sharing, transparency, documentation, and quality control.

G. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

14) SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to

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submittal to the State. All reports shall be submitted to the State's Project Manager and shall be submitted via the DWR "Grant Review and Tracking System" (GRanTS). I f requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for such project.

A. Quarterly Progress Reports: The Grantee shall submit quarterly Progress Reports to meet the State's requirement for disbursement of funds. Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload. Progress Reports shall, in part, provide a brief description of the work performed, the Grantee's activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Progress Report must accompany an invoice ($0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e., invoices due May 30, August 29, November 29, and March 1).

B. Accountability Report: The Grantee shall prepare and submit to the State an Accountability Report on a quarterly basis if the Grantee received an advanced payment, consistent with the provisions in Paragraph 9, "Advanced Payment."

C. Project Completion Report: The Grantee shall prepare and submit to the State a separate Project Completion Report for each project included in Exhibit A. The Grantee shall submit a Project Completion Report (or a Component Completion Report, if a Project has multiple Components) within ninety (90) calendar days of Project/Component completion as outlined in Exhibit F.

D. Grant Completion Report: Upon completion of all the Projects included in Exhibit A, the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Grant Agreement, as outlined in Exhibits A, and F. Retention for any grant administration line items in the Budget of this Grant Agreement will not be disbursed until the Grant Completion Report is approved by the State.

E. Post-Performance Reports: The Grantee shall prepare and submit to the State Post-Performance Reports for the applicable project(s). Post-Performance Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the project begins operation.

15) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal by the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 12, "Default Provisions."

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16) MONITORING PLAN REQUIREMENTS. A Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post-Performance Monitoring Report requirements as defined and listed in Exhibit F, and follow the guidance provided in Exhibit L, "Project Monitoring Plan Guidance."

17) STATEWIDE MONITORING REQUIREMENTS. The Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Water Code § 10780 et seq.) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit G for web links and information regarding other State monitoring and data reporting requirements.

18) NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:

A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.

B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.

C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find shall cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.

D. The initiation of any litigation or the threat of litigation against the Grantee or an LPS regarding the Project or which may affect the Project in any way.

E. Applicable to construction projects only: Final inspection of the completed work on a project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/licensed Professional), in accordance with Exhibit D. The Grantee shall notify the State's Project Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.

19) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:

A. By delivery in person.

B. By certified U.S. mail, return receipt requested, postage prepaid.

C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.

D. By electronic means.

E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices

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shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

20) PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

21) PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources	City of Banning
Arthur Hinojosa Manager, Division of Regional Assistance P.O. Box 942836 Sacramento, CA 94236 Phone: (916) 902-6713 Email: Arthur.Hinojosa@water.ca.gov	Doug Schulze City Manager 99 E. Ramsey Street Banning, CA 92220 Phone: (951) 922-4860 Email: DSchulze@banningca.gov

Direct all inquiries to the Project Manager:

Department of Water Resources	City of Banning
Pakiza Chatha Engineer, Water Resources 707 Fairmont Avenue, Suite 200 Glendale, CA 91203 Phone: (818) 621-7257 Email: Pakiza.Chatha@water.ca.gov	Arturo Vela Director of Public Works 99 E. Ramsey Street Banning, CA 92220 Phone: (951) 922-3130 Email: Avela@banningca.gov

Either party may change its Project Representative or Project Manager upon written notice to the other party.

22) STANDARD PROVISIONS. This Grant Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

Exhibit H – State Audit Document Requirements and Cost Share Guidelines for the Grantee

Exhibit I – Local Project Sponsors and Project Locations

Exhibit J – Appraisal Specifications

Exhibit K – Information Needed for Escrow Processing and Closure

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Exhibit L – Project Monitoring Plan Guidance

Exhibit M – Invoice Guidance for Administrative and Overhead Charges

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

Arthur Hinojosa
Manager, Division of Regional Assistance

Date 10/31/2023

CITY OF BANNING

Doug Schulze
City Manager

Date 10/31/2023

Approved as to Legal Form and Sufficiency

James Herink For

Robin Brewer
Assistant General Counsel,
Office of the General Counsel

Date 10/31/2023

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EXHIBIT A

WORK PLAN

PROPOSITION 1 ROUND 2 SAN GORGONIO IRWM IMPLEMENTATION GRANT

Grant Administration

IMPLEMENTING AGENCY: City of Banning (Grantee)

PROJECT DESCRIPTION: The Grantee will administer these funds and respond to DWR's reporting and compliance requirements associated with the grant administration. This Grantee will act in a coordination role: disseminating grant compliance information to the project managers responsible for implementing the projects contained in this agreement, obtaining and retaining evidence of compliance (e.g., CEQA/NEPA documents, reports, monitoring compliance documents, labor requirements, etc.), obtaining data for progress reports from individual project managers, assembling and submitting progress reports to the State, and coordinating all invoicing and payment of invoices.

Budget Category (a): Project Administration

Task 1: Agreement Administration

The Grantee will respond to DWR's reporting and compliance requirements associated with the grant administration and will coordinate with the project managers responsible for implementing the projects contained in this agreement.

Task 2: Invoicing

The Grantee will be responsible for compiling invoices for submittal to DWR. This includes collecting invoice documentation from each of the Local Project Sponsors and compiling the information into a DWR Invoice Packet.

Deliverables:

- Quarterly Invoices and associated backup documentation

Task 3: Reporting

The Grantee will be responsible for compiling progress reports for submittal to DWR. The Grantee will coordinate with Local Project Sponsor staff to retain consultants as needed to prepare and submit progress reports and final project completion reports for each project, as well as the grant completion report.

Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in Exhibit F of this Agreement.

Deliverables:

- Quarterly Progress Reports
- Grant Completion Report

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PROJECT 1: Twin Pines Water Supply Reliability and Fire Protection Upgrades

IMPLEMENTING AGENCY: High Valleys Water District

PROJECT DESCRIPTION: The project will replace and upsize approximately 4,800 linear feet of failing water main and install approximately 10 new fire hydrants within the rural community of Twin Pines, California. The project will provide a reliable water supply of 3.8 acre-feet per year (AFY) and will improve flows to meet fire code, bringing the 12 households in this community within a preferred threshold for fire protection.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with the Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR via the Grantee.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

Pipeline will be installed within the roadway right-of-way. The contractor will secure an encroachment permit from Riverside County for construction within the right-of-way. Both laterals will be constructed within existing easements.

Deliverables:

- Documentation supporting property value (if purchased)
- All relevant documentation regarding property ownership transfer or acquisition of easement including final recorded deed, title report, etc. (if required)

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Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

Project Feasibility Studies were completed in 2020 as part of the project development process. The Feasibility Studies include: an investigation for CEQA compliance, identification of the most cost-effective alignment for the proposed pipe, recommended pipe material, hydraulic calculations, compliance with county fire requirements and cost estimates for design and construction.

Deliverables:

- Relevant Feasibility Studies

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this project: (1) A Stormwater Pollution Prevention Plan permit and (2) an encroachment permit from the County of Riverside.

Deliverables:

- Permits as required

Task 7: Design

Preliminary and final design for the pipeline and fire hydrants will be completed. Final plans and specifications will be provided.

Deliverables:

- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

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Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site as needed for the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities include mobilization of equipment and transport to the site; setting up temporary facilities (e.g., field office, construction barriers) and clearing site for construction as needed; construction of approximately 4,700-4,800 feet of 8-inch water main and associated appurtenances to serve 12 existing homes, and up to 10 fire hydrant assemblies along the new upsized water main; and site cleanup and site restoration (e.g., post-construction restoration of the roadway), and removal of all temporary facilities. The existing pipeline will remain in place.

Deliverables:

- Photographic Documentation of Progress

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PROJECT 2: Esperanza Street Waterline Improvements, Phase 1

IMPLEMENTING AGENCY: Cabazon Water District

PROJECT DESCRIPTION: The project will replace and upsize approximately 900 linear feet of a failing water line in Cabazon, California. The project will conserve approximately 0.3 AFY and will improve flows to meet fire code, bringing the 27 service connections within the preferred threshold for fire protection.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with the Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR via the Grantee.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

Not applicable; the project is consistent with previous projects completed by Cabazon Water District and is necessary to address a system deficiency.

Deliverables: N/A

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Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this project: an encroachment permit from Riverside County to perform work within the Riverside County right-of-way. The encroachment permit will be secured prior to construction but cannot be secured until the contractor is selected.

Deliverables:

- Permits as required

Task 7: Design

Preliminary and final design for the pipeline will be completed. All designs will comply with applicable construction and health and safety standards. Final plans and specifications will be provided.

Deliverables:

- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

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Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities include mobilization of equipment and transport to the site; setting up temporary facilities (e.g., construction barriers), clearing site for construction as needed, and identification of existing underground utilities to avoid as necessary; Excavate trench to remove existing 4” steel pipe. Construct approximately 900 feet of 8-inch PVC water main and connect to the existing system. Connect the water main to existing meters and hydrants, and complete backfill and compaction of trench; site cleanup and site restoration (e.g., trench backfilling, post-construction restoration of the roadway), and removal of all temporary facilities and equipment.

Deliverables:

- Photographic Documentation of Progress

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PROJECT 3: Lions Park Recycled Water Conversion Project

IMPLEMENTING AGENCY: City of Banning

PROJECT DESCRIPTION: The project will convert the irrigation system at Lions Park from potable to recycled water. The work also includes installation of recycled water identification valve boxes, lids, and tags; installation of recycled water signs; sprinkler head retrofits to water efficient, color-coded purple heads; and installation of a smart irrigation controller and backflow preventer. The project will conserve approximately 36.75 AFY of potable water and an additional 7.35 AFY through installation of a smart irrigation controller that will reduce overall water demands at the 8.86-acre park for a total water savings of approximately 44.1 AFY.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

Not applicable.

Deliverables: N/A

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Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

No permits are required.

Deliverables: N/A

Task 7: Design

The Grantee will develop and finalize improvement plans and specifications that meet the goals of the project in a cost-effective manner. All designs will comply with applicable construction and health and safety standards. Final plans and technical specifications will be provided.

Deliverables:

- Final Plans and Technical Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

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Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. An engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities include mobilization of equipment and transport to the site; setting up temporary facilities (e.g., field office, construction barriers) and clearing site for construction as needed; Installing recycled water identification valve boxes, lids, and tags, and recycled water signs, Installing water efficient (anti-mist), color-coded sprinkler heads for recycled water, installing a smart irrigation controller and backflow prevention devise, and installing a new 4 inch recycled water meter for the park and connect the existing irrigation system to the new meter; and site cleanup and site restoration (e.g., post-construction restoration of the park), and removal of all temporary facilities and equipment. All construction work will be done as per the final design and specifications.

Deliverables:

- Photographic Documentation of Progress

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EXHIBIT B

BUDGET

PROPOSITION 1 ROUND 2 SAN GORGONIO IRWM IMPLEMENTATION GRANT

AGREEMENT BUDGET SUMMARY

	PROJECTS	Grant Amount	Required Cost Share: Non-State Fund Source	Other Cost Share	Total Cost	Cost Share Required %
	Grant Administration	$114,462	$0	$0	$114,462	N/A
1	Project 1: Twin Pines Water Supply Reliability and Fire Protection Upgrades	$964,324	$0	$20,000	$984,324	0%
2	Project 2: Esperanza Street Waterline Improvements, Phase 1	$343,700	$0	$16,000	$359,700	0%
3	Project 3: Lions Park Recycled Water Conversion Project	$490,269	$0	$8,987	$499,256	0%
	GRAND TOTAL	**$1,912,755**	**$0**	**$44,987**	**$1,957,742**	

Grant Administration

Implementing Agency: City of Banning

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source	Other Cost Share	Total Cost
(a)	Project Administration	$114,462	$0	$0	**$114,462**
	TOTAL COSTS	**$114,462**	**$0**	**$0**	**$114,462**

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PROJECT 1: Twin Pines Water Supply Reliability and Fire Protection Upgrades

Implementing Agency: High Valleys Water District

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a)	Project Administration	$3,324	$0	$20,000	$23,324
(b)	Land Purchase / Easement	$2,000	$0	$0	$2,000
(c)	Planning / Design / Engineering / Environmental Documentation	$72,000	$0	$0	$72,000
(d)	Construction / Implementation	$887,000	$0	$0	$887,000
	TOTAL COSTS	**$964,324**	**$0**	**$20,000**	**$984,324**

NOTES:

*The project received a 100% cost share waiver.

**Other Cost Share fund source(s): High Valleys Water District General Fund, provided as in-kind labor by District staff.

PROJECT 2: Esperanza Street Waterline Improvements, Phase 1

Implementing Agency: Cabazon Water District

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a)	Project Administration	$8,000	$0	$8,000	$16,000
(b)	Land Purchase / Easement	$0	$0	$0	$0
(c)	Planning / Design / Engineering / Environmental Documentation	$41,000	$0	$2,000	$43,000
(d)	Construction / Implementation	$294,700	$0	$6,000	$300,700
	TOTAL COSTS	**$343,700**	**$0**	**$16,000**	**$359,700**

NOTES:

*The project received a 100% cost share waiver.

**Other Cost Share fund source(s): Cabazon Water District General Fund, provided as in-kind labor by District staff.

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PROJECT 3: Lions Park Recycled Water Conversion Project

Implementing Agency: City of Banning

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a)	Project Administration	$35,065	$0	$8,987	$44,052
(b)	Land Purchase / Easement	$0	$0	$0	$0
(c)	Planning / Design / Engineering / Environmental Documentation	$42,100	$0	$0	$42,100
(d)	Construction / Implementation	$413,104	$0	$0	$413,104
	TOTAL COSTS	**$490,269**	**$0**	**$8,987**	**$499,256**

NOTES:

*The project received a 100% cost share waiver.

**Other Cost Share fund source(s): City of Banning Water Operations Fund.

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EXHIBIT C

SCHEDULE

PROPOSITION 1 ROUND 2 SAN GORGONIO IRWM IMPLEMENTATION GRANT

Grant Administration

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	05/01/2023	12/31/2025

PROJECT 1: Twin Pines Water Supply Reliability and Fire Protection Upgrades

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	05/01/2023	09/30/2025
b	Land Purchase / Easement	11/01/2023	03/31/2024
c	Planning / Design / Engineering / Environmental Documentation	05/01/2023	03/31/2024
d	Construction / Implementation	11/02/2023	06/30/2025

Budget Category (c) overlaps with Budget Category (d) to accommodate finalization of the Project Monitoring Plan (Task 8) and securing of the encroachment permit (Task 6), while beginning the Construction contracting processes (Task 9).

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PROJECT 2: Esperanza Street Waterline Improvements, Phase 1

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	05/01/2023	05/01/2025
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	05/01/2023	12/01/2023
d	Construction / Implementation	08/02/2023	02/01/2025

Budget Category (c) overlaps with Budget Category (d) to accommodate finalization of the Project Monitoring Plan (Task 8) and completion of the Notice of Exemption (Task 5), while beginning the Construction contracting processes (Task 9).

PROJECT 3: Lions Park Recycled Water Conversion Project

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	05/01/2023	09/30/2025
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	05/01/2023	02/28/2024
d	Construction / Implementation	01/01/2024	06/30/2025

Budget Category (c) overlaps with Budget Category (d) to accommodate finalization of the Project Monitoring Plan (Task 8) and to begin the Construction contracting processes (Task 9).

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EXHIBIT D

STANDARD CONDITIONS

D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

A. Separate Accounting of Funding Disbursements: Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.

B. Disposition of Money Disbursed: All money disbursed pursuant to this Grant Agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.

C. Remittance of Unexpended Funds: Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.

D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

D.3. AMENDMENT: This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.

D.4. AMERICANS WITH DISABILITIES ACT: By signing this Grant Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5. AUDITS: State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may elect to pursue any remedies provided in Paragraph 12 or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

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Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant Agreement with respect of all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Grantee's activities. Code, § 79708, subd. (b)

D.6. BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for this program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant Agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant Agreement with no liability occurring to State, or offer a Grant Agreement amendment to Grantee to reflect the reduced amount.

D.7. CALIFORNIA CONSERVATION CORPS: Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.

D.8. CEQA: Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 12, "Default Provisions."

D.9. CHILD SUPPORT COMPLIANCE ACT: The Grantee acknowledges in accordance with Public Contract Code section 7110, that:

A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

D.10. CLAIMS DISPUTE: Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

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D.11. COMPETITIVE BIDDING AND PROCUREMENTS: Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting.

D.12. COMPUTER SOFTWARE: Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

D.13. CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.

A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
D. Employees and Consultants to the Grantee: Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

D.14. DELIVERY OF INFORMATION, REPORTS, AND DATA: Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by State.

D.15. DISPOSITION OF EQUIPMENT: Grantee shall provide to State, not less than thirty (30) calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than $5,000.00 per item. Within sixty (60) calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.

D.16. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Grant Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under

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the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
   i. The dangers of drug abuse in the workplace,
   ii. Grantee's policy of maintaining a drug-free workplace,
   iii. Any available counseling, rehabilitation, and employee assistance programs, and
   iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
   i. Will receive a copy of Grantee's drug-free policy statement, and
   ii. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

D.17. EASEMENTS: Where the Grantee acquires property in fee title or funds improvements to real property using State funds provided through this Grant Agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

Failure to provide an easement or other title restriction acceptable to the State may result in termination of this Agreement.

D.18. FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL: Upon completion of the Project, Grantee shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.

D.19. GRANTEE'S RESPONSIBILITIES: Grantee and its representatives shall:

A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A and in accordance with Exhibits B and C.
B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
C. Comply with all applicable California, federal, and local laws and regulations.
D. Implement the Project in accordance with applicable provisions of the law.
E. Fulfill its obligations under the Grant Agreement and be responsible for the performance of the Project.
F. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall provide copies of permits and approvals to State.

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G. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Agreement.
H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

D.20. GOVERNING LAW: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

D.21. INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

D.22. INDEMNIFICATION: Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.

D.23. INDEPENDENT CAPACITY: Grantee, and the agents and employees of Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

D.24. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.

D.25. INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with State.

D.26. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: http://www.dir.ca.gov/ lcp.asp. For more information, please refer to DIR's *Public Works Manual* at: https://www.dir.ca.gov/ dlse/PWManualCombined.pdf. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers'

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compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

D.27. MODIFICATION OF OVERALL WORK PLAN: At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Grant Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Grant Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.

D.28. NONDISCRIMINATION: During the performance of this Grant Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, and denial of medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.

D.29. OPINIONS AND DETERMINATIONS: Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

D.30. PERFORMANCE BOND: Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than $25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)

D.31. PRIORITY HIRING CONSIDERATIONS: If this Grant Agreement includes services in excess of $200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.

D.32. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee meet its obligations under this

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Grant Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.

D.33. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.

D.34. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.

D.35. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

D.36. RETENTION: The State shall withhold ten percent (10%) of the funds, for each project, until the project is complete, and a Final Project Report is approved and accepted by DWR. If a project has multiple components (within a project), at the State's discretion and upon a written request by the Grantee, any retained amount attributable to a single component may be released when that component is complete and the Final Component Completion Report is approved. Upon approval of the Final Project Report and/or Final Component Completion Report, any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest.

D.37. RIGHTS IN DATA: Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.

D.38. SEVERABILITY: Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.

D.39. SUSPENSION OF PAYMENTS: This Grant Agreement may be subject to suspension of payments or termination, or both if the State determines that:

A. Grantee, its contractors, or subcontractors have made a false certification, or
B. Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.

D.40. SUCCESSORS AND ASSIGNS: This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.

D.41. TERMINATION BY GRANTEE: Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.

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D.42. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 12, "Default Provisions," the State may terminate this Grant Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 12, "Default Provisions."

D.43. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.

D.44. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.

D.45. TIMELINESS: Time is of the essence in this Grant Agreement.

D.46. TRAVEL – DAC, EDA, TRIBES PROJECT: Travel is only an eligible reimbursable expense for projects providing at least 75% of benefits to DACs, EDAs, and/or Tribes (based on population or geographic area). Only ground transportation and lodging are eligible for grant reimbursement. Per diem costs will not be eligible for grant reimbursement. Any reimbursement for necessary travel shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred. No travel outside of the IRWM region shall be reimbursed unless prior written authorization is obtained from the State.

D.47. UNION ORGANIZING: Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant Agreement. Furthermore, Grantee, by signing this Grant Agreement, hereby certifies that:

A. No State funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing.
B. Grantee shall account for State funds disbursed for a specific expenditure by this Grant Agreement to show those funds were allocated to that expenditure.
C. Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
D. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that Grantee shall provide those records to the Attorney General upon request.

D.48. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.

D.49. WAIVER OF RIGHTS: None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

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EXHIBIT E

AUTHORIZING RESOLUTION

RESOLUTION 2023-113

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, DESIGNATING AN AUTHORIZED REPRESENTATIVE TO EXECUTE AN AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES FOR A PROPOSITION 1 ROUND 2 INTEGRATED REGIONAL WATER MANAGEMENT IMPLEMENTATION GRANT

WHEREAS, on January 10, 2023 City Council adopted Resolution 2023-11 authorizing the submittal of a grant application to the Department of Water Resources to obtain Proposition (Prop) 1 Round 2 Integrated Regional Water Management (IRWM) Implementation Grant funds; and

WHEREAS, pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 the City of Banning, on behalf of the San Gorgonio IRWM Region, submitted a Prop 1 Round 2 IRWM grant application ("Proposal"); and

WHEREAS, on May 18, 2023 the City of Banning received an award notification that the submitted Proposal was awarded the requested funds in the amount of $1,912,755.

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

SECTION 1. The City Council authorizes and directs the City Manager of the City of Banning, or designee, to prepare the necessary data, conduct investigations, file the Proposal and execute a Prop 1 Round 2 grant agreement or any amendments related thereto with the California Department of Water Resources.

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 13th day of June 2023.

Alberto Sanchez, Mayor
City of Banning

ATTEST:

Caroline Patton, Deputy City Clerk
City of Banning

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APPROVED AS TO FORM AND LEGAL CONTENT:

Kevin G. Ennis, City Attorney's Office
Richards, Watson & Gershon

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CERTIFICATION:

I, Caroline Patton, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2023-113, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 13th day of June 2023 by the following vote, to wit:

AYES: Flynn, Gonzales, Minjares, Sanchez, and Wallace.

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Deputy City Clerk
City of Banning, California

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EXHIBIT F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, discuss the following at the task level, as organized in Exhibit A:

- Percent complete (by work)
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Scheduling concerns and issues encountered that may delay completion of the task.

For each project, discuss the following at the project level, as organized in Exhibit A:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Budget projections for grant share for the next two quarters
- Any schedule or budget modifications approved by DWR during the reporting period.

PROJECT COMPLETION REPORT

The Project Completion Report (or a Component Completion Report, if a Project has multiple Components) shall generally use the following format provided below for each project after completion.

Executive Summary

The Executive Summary should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- List any official amendments to this Grant Agreement, with a short description of the amendment.

Reports and/or Products

The following items should be provided, unless already submitted as a deliverable:

- A copy of any final technical report or study, produced for or utilized in this Project as described in the Exhibit A
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final project schedule showing actual progress versus planned progress as shown in Exhibit C

Additional information that may be applicable for implementation projects includes the following:

- Record drawings
- Final geodetic survey information
- Project photos

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Cost & Disposition of Funds

A list showing:

- Summary of Project costs including the following items:
  - Accounting of the cost of project expenditure;
  - Include all internal and external costs not previously disclosed (i.e., additional cost share); and
  - A discussion of factors that positively or negatively affected the project cost and any deviation from the original Project cost estimate.

Additional Information

- Benefits derived from the Project, with quantification of such benefits provided.
- If applicable, Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Exhibit D, that the project was conducted in accordance with the approved Work Plan in Exhibit A and any approved amendments thereto.
- Submittal schedule for the Post-Performance Report.

GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects funded by this Grant Agreement, and includes the following:

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion of: each project completed and how they achieved IRWM Plan objectives and/or Regional goals and whether the level, type, or magnitude of benefits of the project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; the benefits to DAC and/or EDA as part of this Grant Agreement if a DAC or EDA Cost Share Waiver was approved for a project; and a summary of final funds disbursement for each project.

Additional Information: Summary of the submittal schedule for the Post-Performance Reports applicable for the projects in this Grant Agreement.

POST-PERFORMANCE REPORT

The Post-Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance; whether the project is being operated and maintained and providing intended benefits as proposed. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

Reports and/or products

- Header including the following:
  - Grantee Name
  - Implementing Agency (if different from Grantee)
  - Grant Agreement Number
  - Project Name
  - Funding grant source (i.e., 2022 Proposition 1 IRWM Implementation Grant)
  - Report number

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- Post-Performance Report schedule
- Time period of the annual report (e.g., January 2024 through December 2024)
- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

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EXHIBIT G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: http://www.ceden.org.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program Information on the GAMA Program can be obtained at: https://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml.

Groundwater Level Data

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data in can be found at: http://www.water.ca.gov/waterdatalibrary/.

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EXHIBIT H

STATE AUDIT DOCUMENT REQUIREMENTS AND COST SHARE GUIDELINES FOR THE GRANTEE

The following provides a list of documents typically required by State Auditors and general guidelines for the Grantee. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. The Grantee should ensure that such records are maintained for each funded project.

State Audit Document Requirements

Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
   a) Receipts and deposits
   b) Disbursements
   c) State reimbursement requests
   d) Expenditure tracking of State funds
   e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

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Personnel:
1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:
1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

Cost Share Guidelines

Cost Share consists of non-State funds, including in-kind services. In-kind services are defined as work performed (i.e., dollar value of non-cash contributions) by the Grantee (and potentially other parties) directly related to the execution of the funded project. Examples include volunteer services, equipment use, and use of facilities. The cost if in-kind service can be counted as cost share in-lieu of actual funds (or revenue) provided by the Grantee. Other cost share and in-kind service eligibility conditions may apply. Provided below is guidance for documenting cost share with and without in-kind services.

1. Although tracked separately, in-kind services shall be documented and, to the extent feasible, supported by the same methods used by the Grantee for its own employees. Such documentation should include the following:
    a. Detailed description of the contributed item(s) or service(s)
    b. Purpose for which the contribution was made (tied to project work plan)
    c. Name of contributing organization and date of contribution
    d. Real or approximate value of contribution. Who valued the contribution and how was the value determined? (e.g., actual, appraisal, fair market, etc.). Justification of rate. (See item #2, below)
    e. Person's name and the function of the contributing person
    f. Number of hours contributed
    g. If multiple sources exist, these should be summarized on a table with summed charges
    h. Source of contribution if it was provided by, obtained with, or supported by government funds
2. Rates for volunteer or in-kind services shall be consistent with those paid for similar work in the Grantee's organization. For example, volunteer service of clearing vegetation performed by an attorney shall be valued at fair market value for this service, not the rate for professional legal services. In those instances, in which the required skills are not found in the recipient organization, rates shall be consistent with those paid for similar work in the labor market. Paid fringe benefits that are reasonable, allowable, and allocable may be included in the valuation.
3. Cost share contribution (including in-kind services) shall be for costs and services directly attributed to activities included in the Grant Agreement. These services, furnished by professional and technical personnel, consultants, and other skilled labor may be counted as in-kind if the activities are an integral and necessary part of the project funded by the Grant Agreement.
4. Cash contributions made to a project shall be documented as revenue and in-kind services as expenditures. These costs should be tracked separately in the Grantee's accounting system.

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EXHIBIT I

LOCAL PROJECT SPONSORS AND PROJECT LOCATIONS

The Grantee has assigned, for each project, a Local Project Sponsor (LPS) according to the roles of the participating agencies identified in the IRWM Plan. LPSs may act on behalf of the Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. LPSs are identified for each sponsored Project below:

Local Project Sponsor Agency Designation

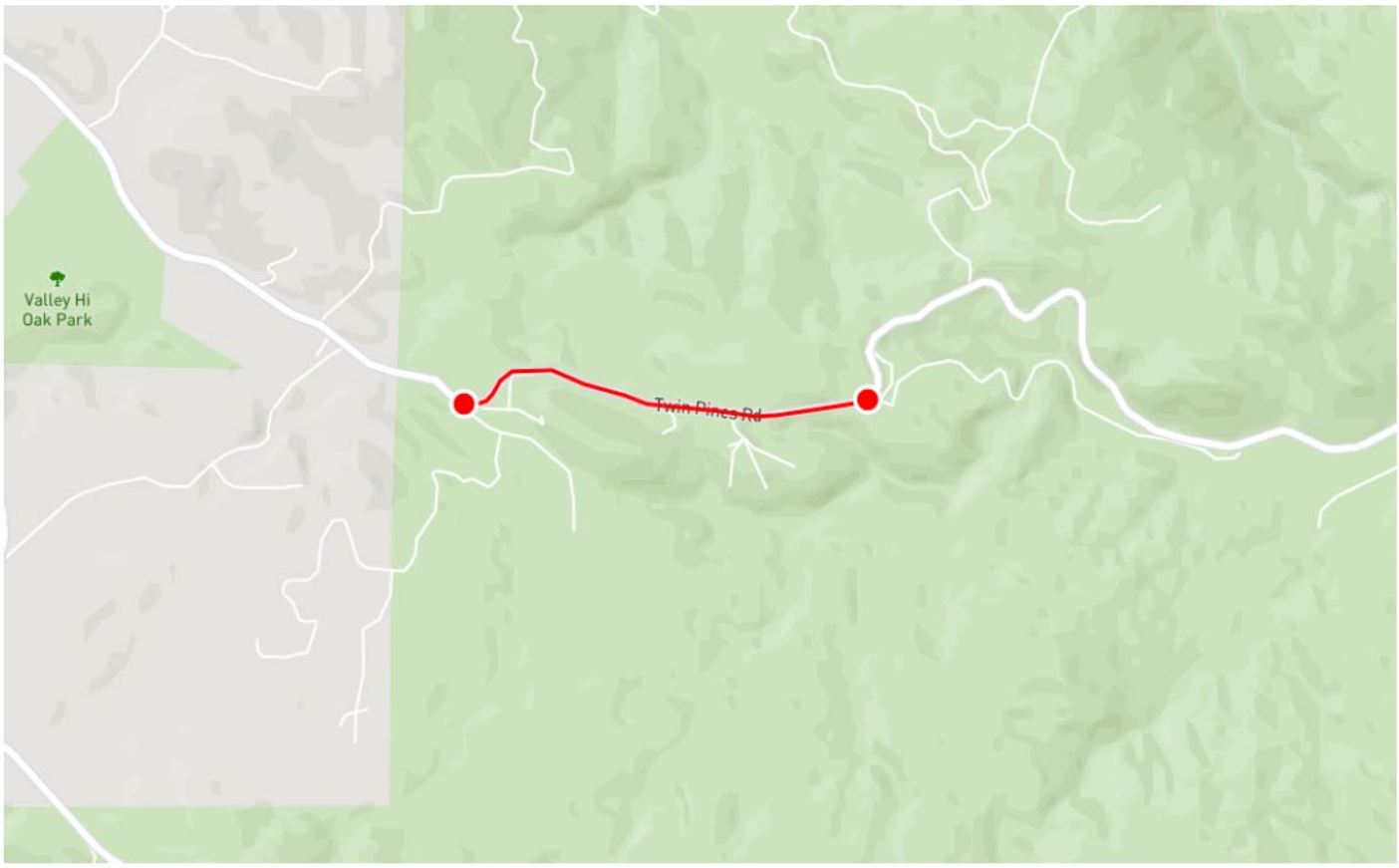
Sponsored Project: Project 1: Twin Pines Water Supply Reliability and Fire Protection Upgrades

Sponsor Agency: High Valleys Water District

Agency Address: 47781 Twin Pines Road, Banning, CA 92220

Project Location: Banning, California (33.86722, -116.822778 to 33.866667, -116.814167)

High Valleys Water District Pipeline Upgrade



1" = 1522 ft	Prop 1 Round 2 IRWM	08/02/2023	

This map may represents a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.

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Local Project Sponsor Agency Designation

Sponsored Project: Project 2: Esperanza Street Waterline Improvements, Phase 1

Sponsor Agency: Cabazon Water District

Agency Address: 14618 Broadway Street, Cabazon, CA 92230

Project Location: Cabazon, California (33.90055556, 116.75444444)

Esperanza Street Waterline Improvements, Phase 1

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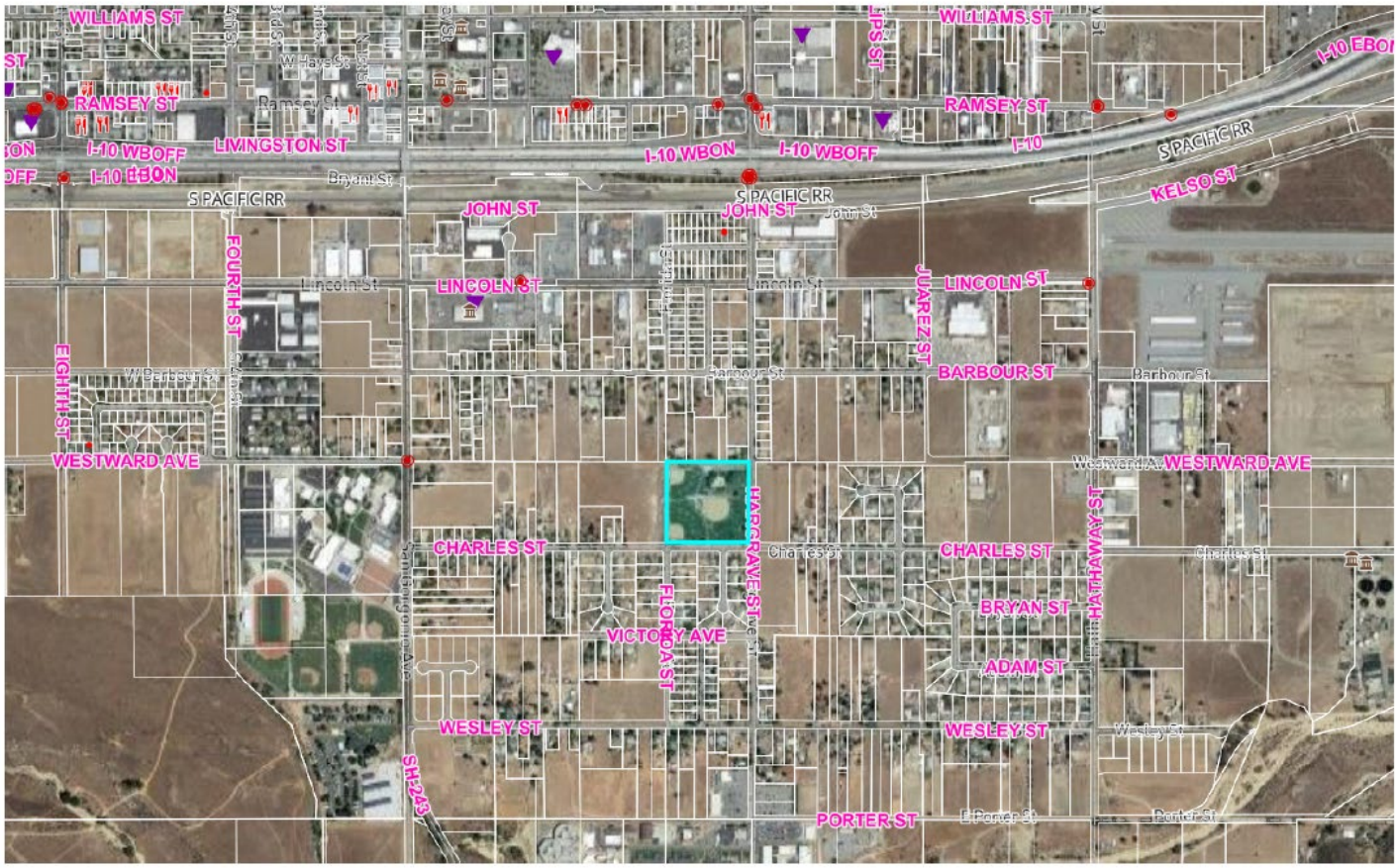
Sponsored Project: Project 3: Lions Park Recycled Water Conversion Project

Sponsor Agency: City of Banning

Agency Address: 99 E. Ramsey Street, Banning, CA 92220

Project Location: Banning, California (33.917222, -116.868611)

Lions Park, Banning Ca



1" = 1233 ft	Prop 1 Round 2	07/31/2023	

This map may represents a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.

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EXHIBIT J

APPRAISAL SPECIFICATIONS

For implementation projects that include Land Acquisition Only:

For property acquisitions funded by this Grant Agreement, the Grantee shall submit an appraisal for review and approval by the Department of General Services or DWR's Real Estate Branch prior to reimbursement or depositing State funds into an escrow account. This information should be submitted at least 90 days prior to a reimbursement request to account for review time. All appraisal reports, regardless of report format, shall include all applicable Appraisal Specifications below. Appraisals for a total compensation of $150,000 or more shall be reported as a Self-Contained Appraisal Report. Appraisals for a total compensation of less than $150,000 may be reported as a Summary Appraisal Report, which includes all information necessary to arrive at the appraiser's conclusion. Appraisal Specifications 14, 16, 21, 23-25, and 28 shall be a narrative analysis regardless of the reporting format.

1. Title page with sufficient identification of appraisal assignment.
2. Letter of transmittal summarizing important assumptions and conclusions, value estimate, date of value and date of report.
3. Table of contents.
4. Assumptions and Limiting Conditions, Extraordinary Assumptions, and Hypothetical Conditions as needed.
5. Description of the scope of work, including the extent of data collection and limitations, if any, in obtaining relevant data.
6. Definition of Fair Market Value, as defined by California Code of Civil Procedure, § 1263.320.
7. Photographs of subject property and comparable data, including significant physical features and the interior of structural improvements, if applicable.
8. Copies of Tax Assessor's plat map with the subject marked along with all contiguous assessor's parcels that depict the ownership.
9. A legal description of the subject property, if available.
10. For large, remote or inaccessible parcels, provide aerial photographs or topographical maps depicting the subject boundaries.
11. Three (3) year subject property history, including sales, listings, leases, options, zoning, applications for permits, or other documents or facts that might indicate or affect use or value.
12. Discussion of any current Agreement of Sale, option, or listing of subject property. This issue required increased diligence since state agencies often utilize non-profit organizations to quickly acquire sensitive habitat parcels using Option Agreements. However, due to confidentiality clauses, the terms of the Option are often not disclosed to the State If the appraiser discovers evidence of an Option or the possible existence of an Option, and the terms cannot be disclosed due to a confidentiality clause, then the appraiser is to cease work and contact the client.
13. Regional, area, and neighborhood analyses. This information may be presented in a summary format.
14. Market conditions and trends including identification of the relevant market area, a discussion of supply and demand within the relevant market area, and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area. This information may be presented in a summary format.

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15. Discussion of subject land/site characteristics (size, topography, current use, elevations, zoning and land use issues, development entitlements, General Plan designation, utilities, offsite improvements, access, land features such as levees and creeks, offsite improvements, easements and encumbrances, covenants, conditions and restrictions, flood and earthquake information, toxic hazards, water rights, mineral rights, toxic hazards, taxes and assessments, etc.).

16. Description of subject improvements including all structures, square footage, physical age, type of construction, quality of construction, condition of improvements and/or identification of any permanent plantings. Discussion of construction cost methodology, costs included and excluded, accrued depreciation from all causes, remaining economic life, items of deferred maintenance and cost to cure, and incurable items. Construction cost data shall include cost data source, date of estimate or date of publication of cost manual, section and page reference of cost manual, copies of cost estimate if provided from another source, replacement or reproduction cost method used, and supporting calculations including worksheets or spreadsheets.

17. Subject property leasing and operating cost history, including all items of income and expense.

18. Analysis and conclusion of the larger parcel for partial taking appraisals. For partial taking appraisals, Appraisal Specifications generally apply to the larger parcel rather than an ownership where the larger parcel is not the entire ownership.

19. Include a copy of a recent preliminary title report (within the past year) as an appraisal exhibit. Discuss the title exceptions and analyze the effect of title exceptions on fair market value.

20. For appraisals of partial takings or easements, a detailed description of the taking or easement area including surface features and topography, easements, encumbrances or improvements including levees within the subject partial take or easement, and whether the take area is characteristic of the larger parcel. Any characteristics of the taking area, including existing pre-project levees that render the take area different from the larger parcel shall be addressed in the valuation.

21. Opinion of highest and best use for the subject property, based on an in-depth analysis supporting the concluded use which includes the detail required by the complexity of the analysis. Such support typically requires a discussion of the four criteria of tests utilized to determine the highest and best use of a property. If alternative feasible uses exist, explain and support market, development, cash flow, and risk factors leading to an ultimate highest and best use decision.

22. All approaches to market value applicable to the property type and in the subject market. Explain and support the exclusion of any usual approaches to value.

23. Map(s) showing all comparable properties in relation to the subject property.

24. Photographs and plat maps of comparable properties.

25. In-depth discussion of comparable properties, similarities and differences compared to the subject property, adjustments to the comparable data, and discussion of the reliability and credibility of the data as it relates to the indicated subject property value. Improved comparable sales which are used to compare to vacant land subject properties shall include an allocation between land and improvements, using methodology similar to methodology used in item 16 above to estimate improvement value when possible, with an explanation of the methodology used.

26. Comparable data sheets.

    a. For sales, include information on grantor/Grantee, sale/recordation dates, listed or asking price as of the date of sale, highest and best use, financing, conditions of sale, buyer motivation, sufficient location information (street address, post mile, and/or distance from local landmarks such as bridges, road intersections, structures, etc.), land/site characteristics, improvements, source of any allocation of sale price between land and improvements, and confirming source.

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b. For listings, also include marketing time from list date to effective date of the appraisal, original list price, changes in list price, broker feedback, if available.

c. For leases, include significant information such as lessor/lessee, lease date and term, type of lease, rent and escalation, expenses, size of space leased, tenant improvement allowance, concessions, use restrictions, options, and confirming source. When comparing improved sales to a vacant land subject, the contributory value of the improvements shall be segregated from the land value.

27. For appraisals of easements, a before and after analysis of the burden of the easement on the fee, with attention to how the easement affects highest and best use in the after condition. An Easement Valuation Matrix or generalized easement valuation references may be used ONLY as a reference for a secondary basis of value.

28. For partial taking and easement appraisals, valuation of the remainder in the after condition and analysis and identification of any change in highest and best use or other characteristics in the after condition, to establish severance damages to the remainder in the after condition, and a discussion of special and general benefits, and cost to cure damages or construction contract work.

29. There are occasions where properties involve water rights, minerals, or salable timber that require separate valuations. If an appraisal assignment includes water rights, minerals, or merchantable timber that requires separate valuation, the valuation of the water rights, minerals, or merchantable timber shall be completed by a credentialed subject matter specialist.

30. For partial taking and easement appraisals, presentation of the valuation in California partial taking acquisition required format.

31. Implied dedication statement.

32. Reconciliation and final value estimate. Include analysis and comparison of the comparable sales to the subject, and explain and support conclusions reached.

33. Discussion of any departures taken in the development of the appraisal.

34. Signed Certification consistent with the language found in Uniform Standards of Professional Appraisal Practice.

35. If applicable, in addition to the above, appraisals of telecommunication sites shall also provide:

    a. A discussion of market conditions and trends including identification of the relevant market, a discussion of supply and demand within the relevant market area and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area.

    b. An analysis of other leases comparable to subject property. Factors to be discussed in the analysis include the latitude, longitude, type of tower, tower height, number of rack spaces, number of racks occupied, placement of racks, power source and adequacy, back-up power, vault and site improvements description and location on site, other utilities; access, and road maintenance costs.

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EXHIBIT K

INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE

For implementation projects that include Land Acquisition Only:

The Grantee shall provide the following documents to the State Project Representative during the escrow process. Property acquisition escrow documents shall be submitted within the term of this Grant Agreement and after a qualified appraisal has been approved.

- Name and Address of Title Company Handling the Escrow
- Escrow Number
- Name of Escrow Officer
- Escrow Officer's Phone Number
- Dollar Amount Needed to Close Escrow
- Legal Description of Property Being Acquired
- Assessor's Parcel Number(s) of Property Being Acquired
- Copy of Title Insurance Report
- Entity Taking Title as Named Insured on Title Insurance Policy
- Copy of Escrow Instructions in Draft Form Prior to Recording for Review Purposes
- Copy of Final Escrow Instructions
- Verification that all Encumbrances (i.e., Liens, Back Taxes, and Similar Obligations) have been Cleared Prior to Recording the Deed to Transfer Title
- Copy of Deed for Review Purposes Prior to Recording
- Copy of Deed as Recorded in County Recorder's Office
- Copy of Escrow Closure Notice

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EXHIBIT L

PROJECT MONITORING PLAN GUIDANCE

Introduction

For each project contained in Exhibit A, please include a brief description of the project (maximum ~150 words) including project location, implementation elements, need for the project (what problem will the project address) and responds to the requirements listed below.

Project Monitoring Plan Requirements

The Project Monitoring Plan shall contain responses to the following questions:

- What are the anticipated project physical benefits?
- What are the corresponding numeric targets for each project benefit?
- How will proposed numeric targets be measured?
- What are baseline conditions?
- When will the targets be met (e.g., upon project completion, five years after completion)?
- How often will monitoring be undertaken (e.g., monthly, yearly).
- Where are monitoring point locations (e.g., meter located at…, at stream mile…)? Include relevant maps.
- How will the project be maintained (e.g., irrigation, pest management, weed abatement)?
- What will be the frequency and duration of maintenance proposed activities?
- Are there any special environmental considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)?
- Who is responsible for collecting the samples (i.e., who is conducting monitoring and/or maintenance)?
- How, and to whom, will monitoring results be reported (e.g., paper reports, online databases, public meetings)?
- What adaptive management strategies will be employed if problems are encountered during routine monitoring or maintenance?
- What is the anticipated life of the project?

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EXHIBIT M

INVOICE GUIDANCE FOR ADMINISTRATIVE AND OVERHEAD CHARGES

The funds provided pursuant to this Agreement may only be used for costs that are directly related to the funded Project. The following provides a list of typical requirements for invoicing, specifically providing guidance on the appropriate methods for invoicing administrative and direct overhead charges.

Administration Charges

Indirect and General Overhead (i.e., indirect overhead) charges are not an allowable expense for reimbursement. However, administrative expenses that are apportioned directly to the project are eligible for reimbursement. Cost such as rent, office supplies, fringe benefits, etc. can be “Direct Costs” and are eligible expenses as long as:

- There is a consistent, articulated method for how the costs are allocated that is submitted and approved by the Grant Manager. The allocation method must be fully documented for auditors.
- A “fully-burdened labor rate” can be used to capture allowable administrative costs.
- The administrative/overhead costs can never include:
    - Non-project specific personnel and accounting services performed within the Grantee or an LPS’ organization
    - Markup
    - Tuition
    - Conference fees
    - Building and equipment depreciation or use allowances
- Using a general overhead percentage is never allowed

Labor Rates

The Grantee must provide DWR with supporting documentation for personnel hours (see personnel billing rates letter in example invoice packet). The personnel rate letter should be submitted to the DWR Grant Manager prior to submittal of the first invoice. The supporting documentation must include, at a minimum, employee classifications that will reimbursed by grant funds and the corresponding hourly rate range. These rates should be “burdened”; the burdened rate must be consistent with the Grantee’s/Local Project Sponsors standardized allocation methodology. The supporting documentation should also provide an explanation of what costs make up the burdened rate and how those costs were determined. This information will be used to compare against personnel hours summary table invoice back up documentation. Periodic updates may be needed during the life of the grant which would be handled through a revised billing rate letter.

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Certificate Of Completion

Envelope Id: 75B7F2A0D9F34102A11BC17C93EF9220
Subject: Complete with DocuSign: 4600015401 Agreement.pdf
FormID:
Optional 1:
Source Envelope:
Document Pages: 53
Certificate Pages: 6
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 3
Initials: 0

Status: Completed

Envelope Originator:
Graber, Lana
715 P Street
Sacramento, CA 95814
Lana.Graber@water.ca.gov
IP Address: 136.200.53.18

Record Tracking

Status: Original
2023/10/23 | 15:11
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Graber, Lana
Lana.Graber@water.ca.gov
Pool: StateLocal
Pool: Department of Water Resources

Location: DocuSign

Location: DocuSign

Signer Events	Signature	Timestamp
Muzaffar Eusuff Muzaffar.Eusuff@water.ca.gov Supervising Engineer Department of Water Resources Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 136.200.53.19	Sent: 2023/10/23 | 15:46 Viewed: 2023/10/23 | 15:47 Signed: 2023/10/23 | 15:49
Doug Schulze DSchulze@banningca.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2023/10/31 | 08:07 ID: 884b4f24-0fca-4e20-a1a3-9ed2fb6ea927	Signature Adoption: Uploaded Signature Image Using IP Address: 47.180.127.242	Sent: 2023/10/23 | 15:49 Viewed: 2023/10/31 | 08:07 Signed: 2023/10/31 | 08:07
James Herink James.Herink@water.ca.gov Attorney IV Department of Water Resources Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	James Herink Signature Adoption: Pre-selected Style Using IP Address: 73.2.6.220	Sent: 2023/10/31 | 08:07 Viewed: 2023/10/31 | 08:37 Signed: 2023/10/31 | 08:37
Arthur Hinojosa Arthur.Hinojosa@water.ca.gov Manager, Division of Regional Assistance Department of Water Resources Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**	Signature Adoption: Drawn on Device Using IP Address: 12.40.109.47	Sent: 2023/10/31 | 08:37 Viewed: 2023/10/31 | 08:54 Signed: 2023/10/31 | 08:55

Signer Events	Signature	Timestamp
Accepted: 2019/02/13 | 12:04 ID: 06486c94-6b1f-485f-a887-d0624ad04d23		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Desiree Ramirez Desiree.Ramirez@water.ca.gov senior Environmental Scientist Department of Water Resources Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	VIEWED Using IP Address: 136.200.53.16	Sent: 2023/10/23 | 15:18 Viewed: 2023/10/23 | 15:46

Carbon Copy Events	Status	Timestamp
Arturo Vela avela@banningca.gov Director of Public Works Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2023/10/16 | 14:18 ID: cb9fc1e0-8cd5-4454-adb9-3cf371a0890c	COPIED	Sent: 2023/10/23 | 15:49 Viewed: 2023/10/23 | 16:04
Joelin Nordine joelin.nordine@water.ca.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 2023/10/31 | 08:55
Pakiza Chatha Pakiza.Chatha@water.ca.gov Engineer, Water Resources Department of Water Resources Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 2023/10/31 | 08:55

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2023/10/23 | 15:18
Certified Delivered	Security Checked	2023/10/31 | 08:54
Signing Complete	Security Checked	2023/10/31 | 08:55
Completed	Security Checked	2023/10/31 | 08:55

Payment Events	Status	Timestamps

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Consequences of changing your mind

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Department of Water Resources:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by phone call: (916) 653-5791
To contact us by paper mail, please send correspondence to:
Department of Water Resources
P.O. Box 942836
Sacramento, CA 95236-0001

To advise Department of Water Resources of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at don.davis@water.ca.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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ii. send us an e-mail to and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account

Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	• Allow per session cookies • Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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- Until or unless I notify Department of Water Resources as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Department of Water Resources during the course of my relationship with you.

888 South Figueroa #1700
Los Angeles, California 90017
www.woodardcurran.com

T 800.426.4262
T 213.223.9460

Via Electronic Mail

May 8, 2025

Art Vela
Public Works Director
City of Banning
99 E. Ramsey Street
Banning, CA 92220

Re: Amendment Request 2 for San Gorgonio IRWM Region Proposition 1, Round 2 IRWM Implementation Grant Support

Dear Mr. Vela:

Woodard & Curran is pleased to submit this amendment request (Amendment 2) to the City of Banning, as contracting agency for the San Gorgonio Integrated Regional Water Management (IRWM) Region, to extend the grant administration services scope of work for the existing Proposition 1, Round 2 IRWM Implementation Grant Support project. Woodard & Curran prepared and submitted a grant application that was awarded approximately $1.9 million from California Depart of Water Resources under the Proposition 1 Round 2 IRWM grant cycle, and has been providing grant administration support for the projects included in the application since 2023.

BACKGROUND

The San Gorgonio IRWM Region's Proposition 1 Round 2 grant application included three projects, and was projected to span a total of 30 months, including final grant reporting. Due to project delays, the grant schedule (including grant completion reporting) was extended to March 2026. Project 2 Esperanza Street Waterline Improvements was completed in Fall 2024, while Project 1 Twin Pines Water Supply Reliability and Fire Protection Upgrades and Project 3 Lions Park Recycled Water Conversion Project are on-going, with anticipated completion dates in September 2025 and January 2026, respectively. DWR requires that IRWM-funded projects prepare and submit progress reports and invoices quarterly, followed by a completion report at the end of the project. Once all projects have filed their completion reports, a grant completion report is required, typically submitted 3 months after the last project completion report.

Under the previously approved Amendment 1, which added grant administration services, Woodard & Curran provided the first year of grant administration, which started in late 2023. This amendment request would extend grant administration services through March 2026, and add additional budget to cover costs for the second year of grant administration services. Remaining Grant Administration activities after December 2024 include:

- Project 1: Quarterly Reports and Invoices for work through June 2025 (Q4 2024, Q1 2025, Q2 2025); Draft and Final Project Completion Report
- Project 2: Final Project Completion Report

- Project 3: Quarterly Reports and Invoices for work through September 2025 (Q4 2024, Q1 2025, Q2 2025, Q3 2025), Draft and Final Project Completion Report

- Grant Administration: Grant Completion Report

Costs for grant administration services are eligible for reimbursement by the Proposition 1 Round 2 grant. The grant will fund up to $114,462 in grant contract administration costs. To-date, Woodard & Curran has billed the City of Banning $38,703 for grant contract administration costs, leaving $75,758 left in the grant for administration services. Woodard & Curran is requesting additional budget, to be funded by the grant, to cover costs incurred after the first year of grant admin ended in December 2025 and the costs to administer the grant through the grant completion report in March 2026.

SCOPE OF SERVICES

The proposed Scope of Services includes 3 subtasks, to be included as a new Task 6 Grant Administration – Year 2 under the existing contract, and will cover work through March 2026.

Task 6: Grant Administration – Year 2

Subtask 6.1: Project Management and Coordination

Woodard & Curran will assist the City of Banning on coordinating with the Local Project Sponsors (LPS) to request information and address questions from DWR. Woodard & Curran will meet with DWR and City staff as needed to discuss grant progress or potential changes to projects and schedules that may be requested by LPS. This task also includes project management and invoicing activities.

Deliverables:

- Monthly progress reports and invoices

Subtask 6.2: Project Progress Reports and Invoices

Woodard & Curran will request project updates from the LPS prior to each quarterly reporting deadline. Once information is received from the LPS, Woodard & Curran will review the progress report to confirm it aligns with the scope of the project as described in the grant agreement, and will confirm that invoice costs are both eligible and accurate. Woodard & Curran will compile the progress reports and invoices into a package for submittal to DWR. These progress reports and invoices will be completed quarterly in accordance with the grant agreement schedule. Woodard & Curran will address comments from DWR on the submitted quarterly reports and invoices, as needed.

This task assumes 4 quarterly progress reports and invoices per project per year, through the end of 2025. Woodard & Curran will prepare an amendment should projects be delayed and require additional quarterly reports beyond the end of 2025.

Deliverables:

- Quarterly Progress Report and Invoice package (4 quarterly reports)

Subtask 6.3: Project and Grant Completion Reports

Woodard & Curran will review draft Project Completion Reports for each of the project sponsors, adjust as needed, and upload to DWR's GRaNTS reporting system. Woodard & Curran will facilitate revisions to the project completion reports with the Local Project Sponsors following receipt comments from DWR. Once revised, Woodard & Curran will re-submit to DWR for final approval.

Following submittal of the final Project Completion Report, Woodard & Curran will draft a Grant Completion Report based on the project completion reports and grant administration work completed over the life of the grant.

Deliverables:

- Draft Project Completion Reports (x2 projects)
- Final Project Completion Reports (x3 projects)
- Grant Completion Report

Subtask 6.4: Grant Amendments

In the event of project changes that necessitate an amendment to the DWR agreement, Woodard & Curran will coordinate with the project sponsor to prepare an amendment request to DWR and will hold one call with DWR per amendment request to coordinate approval and address questions.

This task assumes that no more than 2 amendment requests will be required.

Deliverables:

- Amendment Request (up to 2)

SCHEDULE

Woodard & Curran can begin work immediately following approval of this amendment. Progress reports and invoices will be prepared quarterly. The duration of this scope and budget is though March 2026, covering four quarterly submittals to DWR and the Grant Completion Report.

BUDGET

Woodard & Curran proposed to complete this scope for an amount not-to-exceed $49,005 (see Budget Amendment attached). This would increase the total value of the contract to $123,141. The entire value of this amendment is anticipated to be eligible for grant reimbursement. The cost for Woodard & Curran's work will be on a time-and-materials basis.

TERMS AND CONDITIONS

The Scope of Services will be completed in accordance with the terms of the Consultant/Professional Services Agreement between Woodard & Curran, Inc. and City of Banning.

CLOSING

We greatly appreciate this opportunity to continue to provide grant administration support to the City and the San Gorgonio IRWM Region in achieving its important funding goals. Sally Johnson will continue to serve as Project Manager (sjohnson@woodardcurran.com, 858-875-7427).

Sincerely,

WOODARD & CURRAN, INC.

Sally Johnson
Water Resources Planner

Inken Mello
Senior Client Manager

Enclosure(s)

cc: Budget Amendment

888 South Figueroa #1700
Los Angeles, California 90017
www.woodardcurran.com

T 800.426.4262
T 213.223.9460

Amendment 2: Budget Amendment Request

Task Description	Budget	Amount Spent To-Date	Funds Remaining	Budget Change Request	Amended Task Total
Task 1: Project Management	$6,552.50	$6,553	$0	$0	$6,552.50
Task 2: Project Selection and Pre-Application Workshop Coordination	$5,360.00	$5,360	$0	$0	$5,360.00
Task 3: Application Preparation and Submittal	$23,370.00	$23,370	$0	$0	$23,370.00
Task 4: Post-Submittal Support	$150.00	$150	$0	$0	$150.00
Task 5: Grant Administration	$38,703.50	$38,703.50	$0	$0	$38,703.50
New Task – Task 6: Grant Administration Year 2	*$0*	*$0*	*$0*	*$49,005*	*$49,005*
TOTAL	**$74,136.00**	**$74,136**	**$0**	**$49,005**	**$123,141**

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Robert Fisher, Acting City Manager**
PREPARED BY:	**Brandon Robinson, Electrical Engineering Supervisor** **Art Vela, Director of Public Works**
MEETING DATE:	**June 24, 2025**
SUBJECT:	**Consideration of Resolution 2025-93, Adopting the City of Banning Electric Utility 2024 Wildfire Mitigation Plan**

RECOMMENDATION:

Adopt Resolution 2025-93.

BACKGROUND:

In 2018, the California Public Utilities Commission (CPUC) completed the development of the statewide Fire Threat Map that designates areas of the State at an elevated risk of electric line-ignited wildfires. This updated map incorporated historical fire data, fire-behavior modeling, and assessments of fuel, weather modeling, and a host of other factors. The map development and approval process involved detailed review by the relevant utility staff and local fire officials, a peer review process, and ultimate approval by a team of technical experts led by CAL Fire.

The CPUC's Fire Threat Map includes three Tiers/Levels of fire threat risk. Tier 1 consists of areas that have the lowest hazards and risks. Tier 2 consists of areas where there is an elevated risk for destructive electric line-ignited wildfires. Finally, Tier 3 consists of areas where there is an extreme risk for destructive electric line-ignited wildfires.

In 2018, Governor Brown signed SB 901 (stats. 2018), which addressed a wide range of issues relating to wildfire prevention, response, and recovery. SB 901 substantially revised the Public Utilities Code Section 8387, eliminating the prior process established by SB 1028 and instead mandated all Publicly Owned Utilities (POUs) to develop a wildfire mitigation plan (WMP). SB 901 required that POUs present their WMP at an appropriately noticed public meeting and receive public comment every year. The POU must also verify that the WMP complies with all applicable rules, regulations, and standards.

In 2019, another Senate Bill, SB 1054, required that all POUs must submit their wildfire prevention and mitigation plans updates to the California Wildfire Safety Advisory Board (WSAB) in each year. WSAB will then review the POU plans and will provide comments and advisory opinions on the content and sufficiency of the plan.

JUSTIFICATION:

The primary goal of City of Banning Electric Utility (BEU's) Wildfire Mitigation Plan (WMP) is to describe BEU's existing programs, practices, and measures that effectively reduce the probability that BEU's electric system could be the origin or contributing source for the ignition of a wildfire. The attached WMP has been updated and meets all the required criteria in Section 8387 of the Public Utility Code. Furthermore, BEU is required to meet the requirements of SB 901 by presenting the 2024 update of the

WMP at an appropriately noticed public meeting and receive any public comment, as required by state law.

FISCAL IMPACT:

There are no fiscal impacts to updating and resubmitting the Banning Electric Utility's Wildfire Mitigation Plan. The costs of implementation are unknown and dependent upon the degree of fire mitigation efforts needed to protect residents, businesses, and property throughout the service territory. Approval of Resolution 2025-XXX and adoption of the City of Banning Electric Utility Wildfire Mitigation Plan - 2024 update allows the City of Banning to become eligible for Federal and State Wildfire mitigation and prevention funds.

ALTERNATIVES:

Do not approve and provide alternate direction.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Resolution 2025-93, Wildfire Mitigation Plan.docx
2. Exhibit A - BEU 2025 Wildfire Mitigation Plan

RESOLUTION 2025-93

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, ADOPTING THE CITY OF BANNING ELECTRIC UTILITY 2025 WILDFIRE MITIGATION PLAN

WHEREAS, the City of Banning is a general law municipality governed by elected city council members; and

WHEREAS, City of Banning owns and operates a retail electrical energy distribution system which serves load to end-use customers in an assigned area of service; and

WHEREAS, SB 901, amending California Public Utilities Code ("CPUC") Section 8387, requires all POUs to prepare a wildfire mitigation plan before January 1, 2020, and annually thereafter; and

WHEREAS, SB 1054, amending CPUC Section 8387, requires each POU to submit its wildfire mitigation plan to the California Wildfire Safety Advisory Board (WSAB") by July 1, 2020, and every annually thereafter; and

WHEREAS, pursuant to California Public Utilities Code Section 326.2, WSAB reviews Banning Electric Utility's Wildfire Mitigation Plan annually and provides comments and advisory opinions on the content and sufficiency of the plan; and

WHEREAS, WSAB requires that City of Banning Electric Utility ("Utility") and all other Publicly-Owned Utilities must have their Wildfire Mitigation Plans adopted following a formal public comment process; and

WHEREAS, Utility staff will submit the 2025 Wildfire Mitigation Plan adopted this day by Banning City Council to the California Wildfire Safety Advisory Board.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning, California, declares, determines, and orders as follows:

SECTION 1. The City Council approves the Banning Electric Utility's 2025 Wildfire Mitigation Plan and authorizes the City Manager or his designees to implement the mitigation measures documented in the plan.

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 for original resolutions.

PASSED, APPROVED, AND ADOPTED this 24th day of June, 2025.

_____

Sheri Flynn, Mayor
City of Banning

ATTEST:

_____

Caroline Patton, Administrative City Clerk
City of Banning, California

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 2025-93, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held 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

EXHIBIT A

City of Banning Electric Utility 2025 Wildfire Mitigation Plan

CITY OF BANNING ELECTRIC UTILITY WILDFIRE MITIGATION PLAN

2025 PLAN

Presented to the City Council

June 24, 2025

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I. OVERVIEW

A. POLICY STATEMENT

Banning Electric Utility's (BEU) overarching goal is to provide safe, reliable, and economic electric service to its local community. In order to meet this goal, BEU constructs, maintains, and operates its electrical lines and equipment in a manner that minimizes the risk of catastrophic wildfire posed by its electrical lines and equipment.

B. PURPOSE OF THE WILDFIRE MITIGATION PLAN

This Wildfire Mitigation Plan describes the range of activities that BEU is taking to mitigate the threat of power-line ignited wildfires, including its various programs, policies, and procedures. This plan is subject to direct supervision by the Banning City Council and is implemented by the BEU Electric Utility Director. This plan complies with the requirements of Public Utilities Code section 8387 for publicly owned electric utilities to prepare a wildfire mitigation plan by January 1, 2020, and annually thereafter.

BEU is a department within the City of Banning. The City of Banning contracts with CAL Fire/Riverside County Fire Department for all fire department related services. BEU has collaborated with the City's fire prevention personnel to compile a program for patrol and vegetation clearance within the City and Utility's territory that is most susceptible to wildfire. BEU and CAL Fire have identified the utility poles that are within the high fire threat district within BEU's service territory. Since this identification was made, BEU has dedicated service crews to patrolling these areas while also utilizing on-call vegetation management services to ensure that the overhead conductors are clear from as many possible impacts.

CAL Fire creates its own fire-fighting plan for areas within the state's responsibility as well as within Banning city limits due to CAL Fire being the city's contracted Fire Agency. This plan was developed utilizing information about higher risk areas identified within the State Fire Map.

In this plan revision, BEU continued the use of the original California Municipal Utilities Association (CMUA) template, however adding elements from the recommended California Wildfire Safety Advisory Board's (WSAB) model comprehensive revision template. BEU has also considered the specific recommendations and has implemented changes where applicable. BEU may consider a major change to the template for future plan updates based on the information that will be required to present.

C. ORGANIZATION OF THE WILDFIRE MITIGATION PLAN

Senate Bill 1028 requires all electric utilities to construct, maintain and operate its electrical lines and equipment in a manner that minimizes the risk of wildfire posed by this equipment. SB 1028 (that modifies an earlier wildfire mitigation bill, SB 901) and AB 1054 requires each POU develop

and submit a Wildfire Mitigation Plan (WMP) to a new state agency, named the California Wildfire Safety Advisory Board (WSAB), for review and approval by July 1st each year.

Table 1 below indicates the statutory requirements of PUC 8387(b) with corresponding sections within this plan that addresses each requirement:

Table 1 Statutory Requirements of the Plan

PUC 8387 Requirement	Statutory Language	Location in WMP
(b)(2)(A)	An accounting of the **responsibilities of persons** responsible for executing the plan.	Section [III], page 15
(b)(2)(B)	The **objectives** of the wildfire mitigation plan.	Section [II], page 14
(b)(2)(C)	A description of the **preventive strategies and programs to be adopted by the local publicly owned electric utility** or electrical cooperative to minimize the risk of its electrical lines and equipment causing catastrophic wildfires, including consideration of dynamic climate change risks.	Section [V], page 28
(b)(2)(D)	A description of the **metrics the local publicly owned electric utility or electrical cooperative plans to use to evaluate the wildfire mitigation plan's performance** and the assumptions that underlie the use of those metrics.	Section [VIII(A)], page 40
(b)(2)(E)	A discussion of how the **application of previously identified metrics** to previous wildfire mitigation plan performances has informed the wildfire mitigation plan.	Section [VIII(E)], page 42
(b)(2)(F)	**Protocols for disabling reclosers and deenergizing portions of the electrical distribution system** that consider the associated impacts on public safety, as well as protocols related to mitigating the public safety impacts of those protocols, including impacts on critical first responders and on health and communication infrastructure.	Section[V(G-H)], page 35

(b)(2)(G)	Appropriate and feasible **procedures for notifying a customer** who may be impacted by the deenergizing of electrical lines. The procedures shall consider the need to notify, as a priority, critical first responders, health care facilities, and operators of telecommunications infrastructure.	Section [IV(A)], page 23
(b)(2)(H)	Plans for vegetation management.	Section [V(D)], page 28
(b)(2)(I)	**Plans for inspections** of the local publicly owned electric utility's or electrical cooperative's electrical infrastructure.	Section [V(E)], page 31
(b)(2)(J)	A list that **identifies, describes, and prioritizes all wildfire risks, and drivers for those risks, throughout the local publicly owned electric utility's or electrical cooperative's service territory**. The list shall include, but not be limited to, both of the following: **(i)** Risks and risk drivers associated with design, construction, operation, and maintenance of the local publicly owned electric utilities or electrical cooperative's equipment and facilities. **(ii)** Particular risks and **risk drivers** associated with topographic and climatological risk factors throughout the different parts of the local publicly owned electric utility's or electrical cooperative's service territory.	Section [IV], page 21
(b)(2)(K)	Identification of any **geographic area in the local publicly owned electric utility's or electrical cooperative's service territory** that is a higher wildfire threat than is identified in a commission fire threat map, and identification of where the commission should expand a high fire threat district based on new information or changes to the environment.	Section [IV(A)], page 23

(b)(2)(L)	A methodology for identifying and presenting **enterprise wide** safety risk and wildfire-related risk.	Section [IV(B)], page 30
(b)(2)(M)	A statement of how the local publicly owned electric utility or electrical cooperative will **restore service after a wildfire**.	Section [VII], page 39
(b)(2)(N)	A description of the processes and procedures the local publicly owned electric utility or electrical cooperative shall use to do all of the following. (i) **Monitor and audit** the implementation of the wildfire mitigation plan. (ii) **Identify any deficiencies** in the wildfire mitigation plan or its implementation and correct those deficiencies. (iii) **Monitor and audit** the effectiveness of electrical line and equipment inspections, including inspections performed by contractors that are carried out under the plan, other applicable statutes, or commission rules.	Section [VIII(C)], page 41

In 2018 the CPUC completed the development of the statewide Fire Threat Map, also known as Fire Map 2 (Figure 1), that designates areas of the state at an elevated risk of electric line-ignited wildfires. This updated map incorporated historical fire data, fire-behavior modeling, and assessments of fuel, weather modeling, and host of other factors. The map development and approval process involved detailed review by the relevant utility staff and local fire officials, a peer review process, and ultimate approval by a team of technical experts led by CAL Fire.

The CPUC's Fire Threat Map includes three Tiers/Levels of fire threat risk. Tier 1 consists of areas that have the lowest hazards and risks. Tier 2 consists of areas on the CPUC Fire Threat Map where there is an *elevated risk* for destructive utility-associated wildfires. Finally, Tier 3 consists of areas on the CPUC Fire-Threat Map where there is an *extreme risk* for destructive utility-associated wildfires.

SB 1028 was enacted prior to the adoption of the CPUC's Fire Threat Map and does not reference the tiers of fire risk. However, BEU staff believe that the Fire Threat Map is the best source of data for determining whether there is significant risk of wildfire resulting from electrical lines or

equipment. The Fire Threat Map incorporates historical fire data and received extensive input from electric utility staff and fire officials.

The CPUC's Fire Threat Map (Figure 2) for BEU identifies four primary areas of wildfire potential within Banning, a Tier 2 threat level within the site of the Rancho San Gorgonio Development, a tier 2 level in East Banning north and South of the Banning Airport, a Tier 2 threat level within the Communication Hill and Gilman Ranch areas, and a Tier 3 threat level in the Banning Canyon and Mias Canyon areas. There is also a short stretch of transmission line (0.9 miles long) in an open area south of the I-10 Freeway between Sunset Avenue and South Highland Home Road that is in a Tier 2 threat level area.

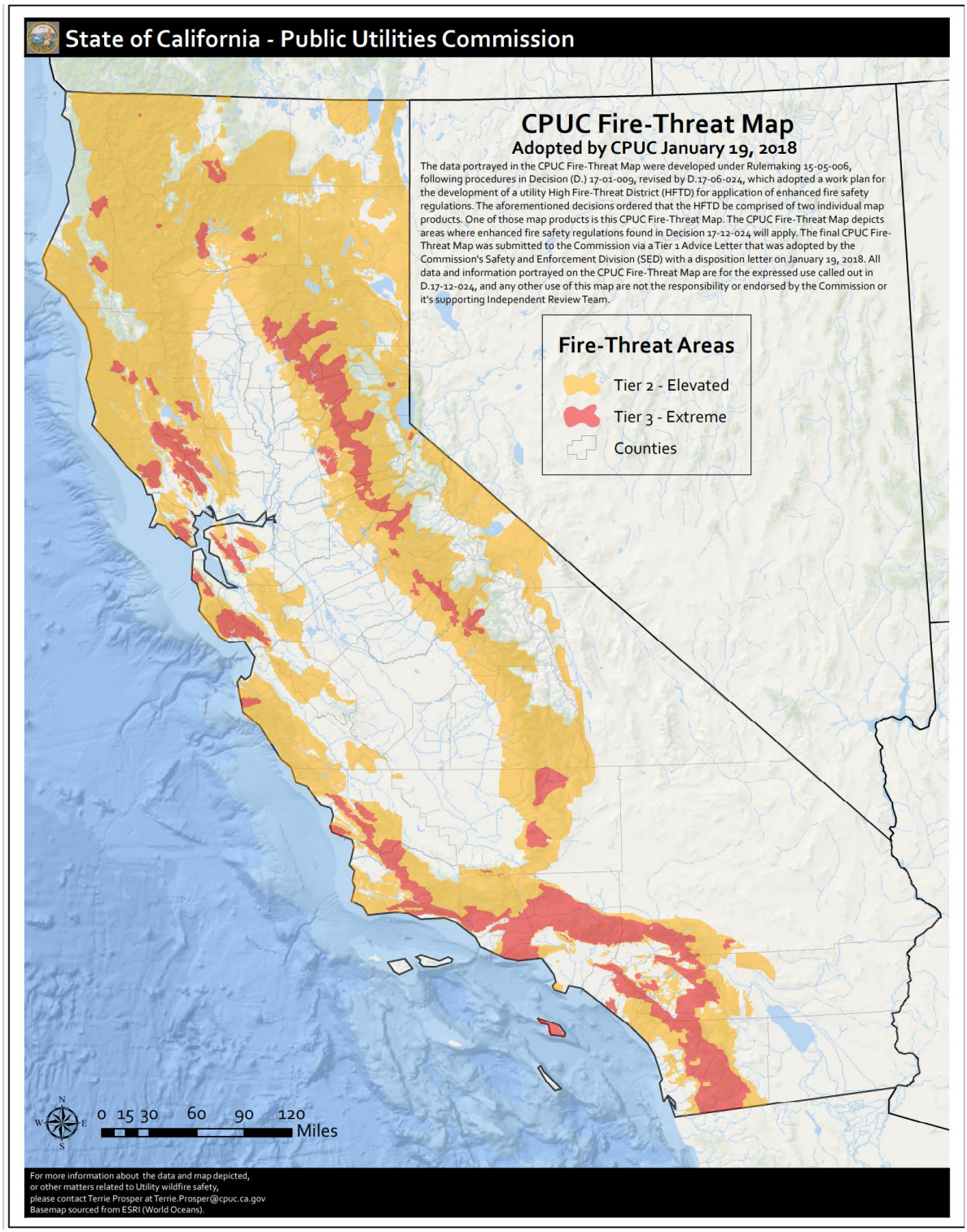


Figure 1 - CPUC Fire Map 2

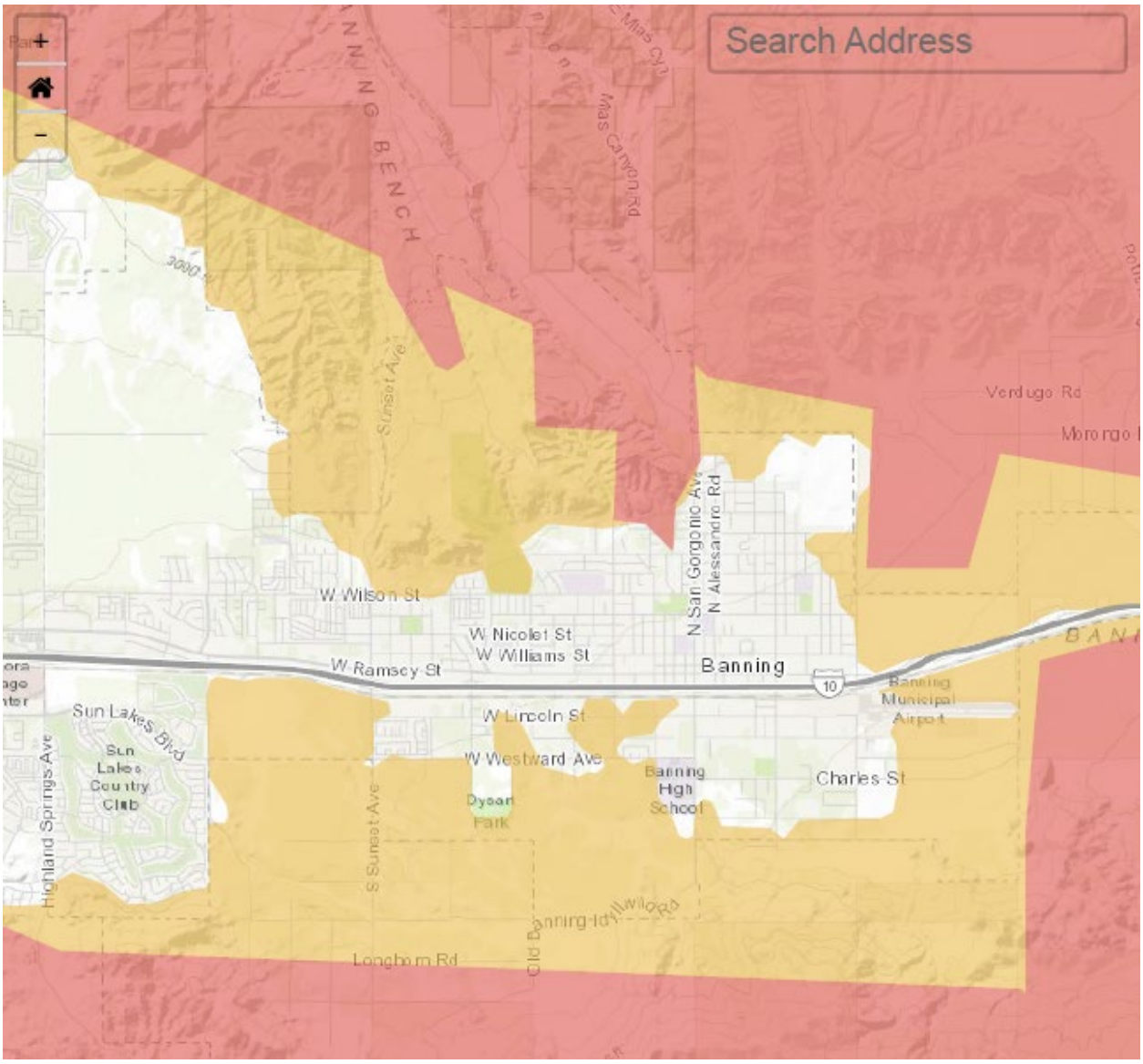
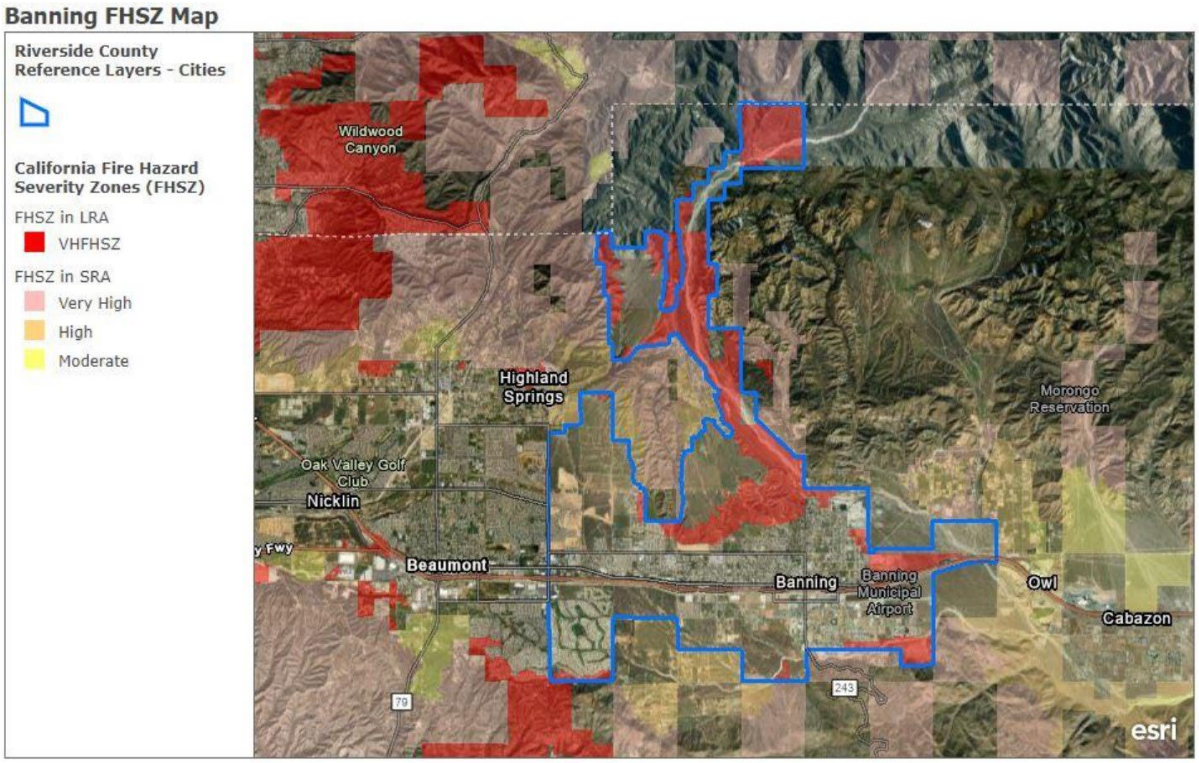


Figure 2 - CPUC Fire Map 2 BEU Service Territory

Conversely, the CALFIRE - Office of the State Fire Marshal (OSFM) had also developed a map in 2008 and then revised in 2012, also known as the Fire Hazard Severity Zone (FHSZ) Map, that depicts areas of California where there is an elevated hazard for the ignition and rapid spread of power-line fires due to strong winds, abundant dry vegetation, and other environmental conditions. During this period of plan evaluation, the FHSZ map was revised once again based on updated information within the State Responsibility Areas only, as the Local Responsibility Areas remained unchanged. The map below (Figure 3) identifies areas of wildfire potential within Banning's Local Responsibility Area. Banning and Mias Canyon areas, a portion of area along the boundary of

North Hathaway Street, areas near Gilman Ranch, and an area in southeast Banning south of Wesley Street and Smith Creek as Very High Fire Hazard Severity Zones (VHFHZs).

The OSFM has updated the map on March 24, 2025, and issued the 2025 Recommended Local Responsibility Area (LRA) FHSZ maps for City of Banning. Assembly Bill 211 requires local agencies to adopt Moderate, High, and Very High FHSZ designations within 120 days of OSFM recommendations. The City of Banning will be required, through Ordinance, to adopt this map and send the Ordinance to the Board of Forestry. BEU will include the updated map as a supplemental exhibit into its Wildfire Mitigation Plan as this process is completed.



RCIT GIS, LAFCO | TeleAtlas | ESRI, RCIT GIS, LAFCO | U.S. Census TIGERLINES | RCIT Geographical Solutions (GIS) | RCOE, RCIT-GIS | RCIT-GIS | TLMA GIS | USGS, California Division of Mining and Geology | California Geological Survey, C.W. Jennings, W.A. Bryant | CAL FIRE recoginzes the important contribution of various local government entities that contributed data, maps, and comments that were critical components of the FHSZ mapping process. | FRAP | San Bernardino County, Earthstar Geographics | Loma Linda University, UC Riverside, County of Riverside, California State Parks, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA

Figure 3 FHSZ Map - BEU Service Territory, Local and State Responsibility Areas

D. INFORMATION ABOUT THE UTILITY

Utility Name	Banning Electric Utility	
Service Territory Size	23 square miles	
Owned Assets	☒ Transmission ☒ Distribution ☐ Generation	
Number of Customers Served	13,650 customer accounts	
Population Within Service Territory	32,916 residents, per most recent census data	
Customer Class Makeup	*Number of Accounts*	*Share of Total Load (MWh)*
	88% Residential 1% Government 1% Agricultural 8% Small/Medium Business 2% Commercial/Industrial	52% Residential 4% Government 1% Agricultural 21% Small/Medium Business 22% Commercial/Industrial
Service Territory Location/Topography[15]	26% Shrub 74% Urban	
Service Territory Wildland Urban Interface[16] **(based on total area)**	36% Wildland Urban Interface 23% Wildland Urban Intermix	
Percent of Service Territory in CPUC High Fire Threat Districts (based on total area)	☒Includes maps Tier 2: 22% Tier 3: 15%	
Prevailing Wind Directions & Speeds by Season	East/west directional wind, primarily beginning late fall and lasting thru early spring.	
Miles of Owned Lines Underground and/or Overhead	Overhead Dist.: 79 miles Overhead Trans.: 12 miles Underground Dist.: 85 miles Underground Trans.: 4 miles	
	Explanatory Note 1 - *Methodology for Measuring "Miles":* Circuit miles	
	Explanatory Note 2 – *Description of Unique Ownership Circumstances:* None	

	Explanatory Note 3 – *Additional Relevant Context:* None
Percent of Owned Lines in CPUC High Fire Threat Districts	*Overhead Distribution Lines as % of Total Distribution System (Inside and Outside Service Territory)*
	Tier 2: 2% Tier 3: 4%
	Overhead Transmission Lines as % of Total Transmission System (Inside and Outside Service Territory)
	Tier 2: 12% (34.5kV is characterized as Sub-Transmission) Tier 3: 0%
	Explanatory Note 4 – *Additional Relevant Context:* None
Customers have ever lost service due to an IOU PSPS event?	☐ Yes ☒ No
Customers have ever been notified of a potential loss of service to due to a forecasted IOU PSPS event?	☐ Yes ☒ No
Has developed protocols to pre-emptively shut off electricity in response to elevated wildfire risks?	☐ Yes ☒ No
Has previously pre-emptively shut off electricity in response to elevated wildfire risk?	☐ Yes ☒ No If yes, then provide the following data for calendar year 2024: Number of shut-off events: 0 Customer Accounts that lost service for >10 minutes: 0 For prior response, average duration before service restored: Not applicable

Table 2 Statutory Requirements of the Plan

[1] This data shall be based on the California Department of Forestry and Fire Protection, California Multi-Source Vegetation Layer Map, depicting WHR13 Types (Wildlife Habitat Relationship classes grouped into 13 major land cover types) available at: https://www.arcgis.com/home/item.html?id=b7ec5d68d8114b1fb2bfbf4665989eb3

[2] This data shall be based on the definitions and maps maintained by the United States Department of Agriculture, as most recently assembled in the 2020 Wildland-Urban Interface of the Conterminous United States, available at https://data-usfs.hub.arcgis.com/documents/usfs::wildland-urban-interface-2020-map-service/explore

II. OBJECTIVES OF THE WILDFIRE MITIGATION PLAN

A. MINIMIZING SOURCES OF IGNITION

The primary goal of this Wildfire Mitigation Plan is to minimize the probability that BEU's transmission and distribution system may be the origin or contributing source for the ignition of a fire. BEU has evaluated the prudent and cost-effective improvements to its physical assets, operations, and training that can help to meet this objective. BEU will implement those changes consistent with this evaluation.

B. RESILIENCY OF THE ELECTRIC GRID

The secondary goal of this Wildfire Mitigation Plan is to improve the resiliency of the electric grid. As part of the development of this plan, BEU assesses new industry practices and technologies that will reduce the likelihood of an interruption (frequency) in service and improve the restoration (duration) of service.

C. IDENTIFYING UNNECESSARY OR INEFFECTIVE ACTIONS

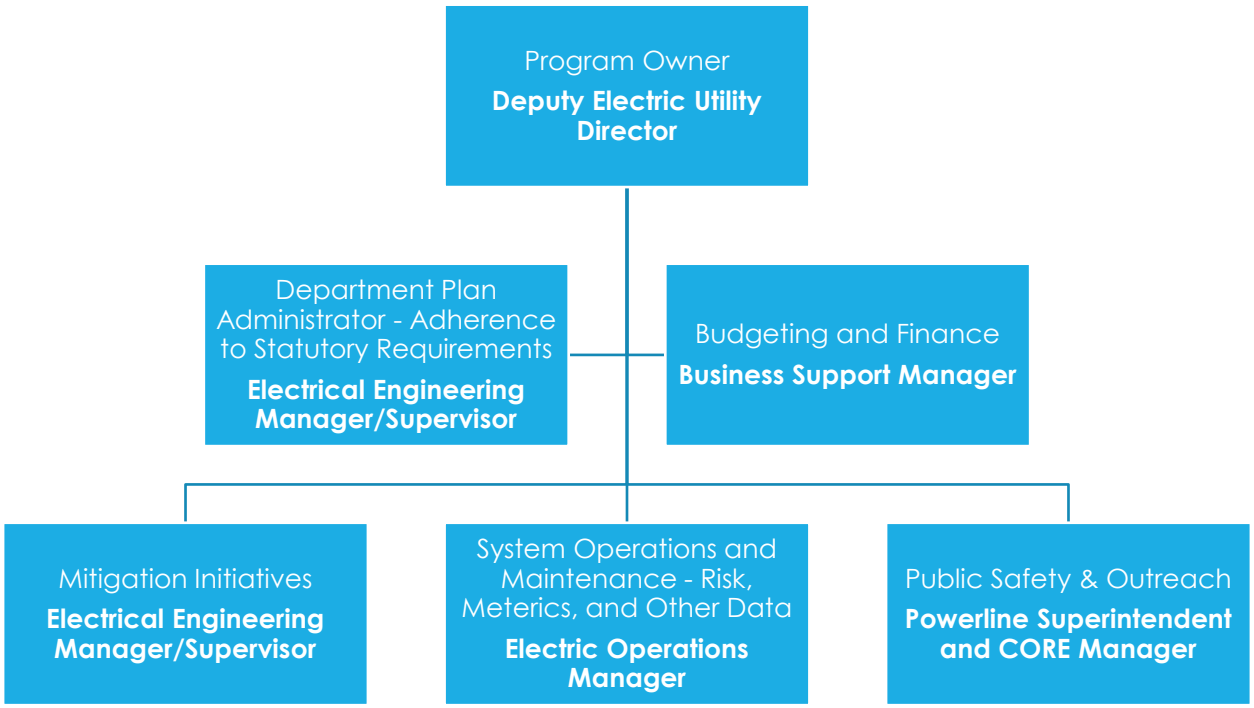
The final goal for this Wildfire Mitigation Plan is to measure the effectiveness of specific wildfire mitigation strategies. Where a particular action, program component, or protocol is determined to be unnecessary or ineffective, BEU will assess whether a modification or replacement is merited. This plan will also help determine if more cost-effective measures would produce the same or improved results.

III. ROLES AND RESPONSIBILITIES

A. UTILITY GOVERNANCE STRUCTURE

The individuals in the flow chart below are responsible for executing the Wildfire Mitigation Plan

Responsibilities of BEU Management



The BEU staff that have explicit responsibilities for wildfire prevention activities include:

Deputy Electric Utility Director: Assumes overall responsibility for BEU's planning and mitigation activities, including maintaining compliance with state and federal safety and operating requirements. Certain tasks are delegated through the Business Support Manager for financing and budgeting of wildfire resiliency projects.

Electric Operations Manager: Responsible for the safe operation of the BEU's 34.5kV, 12.47 kV, and service level voltage lines and equipment. The Electric Operations Manager supervises the BEU's linemen and is primarily responsible for ensuring that the lines are inspected, and a data base of pole and equipment inspections and O&M is maintained. The Electric Operations Manager is responsible for safety programs, including wildfire prevention training and evaluation and

installation of new protective equipment to reduce fire risk. This task may also be delegated to BEU's Powerline Superintendent.

Electrical Engineering Manager: Responsible for the reliable operation of the BEU's 34.5 kV transmission system and BEU's six 34.5/12.47 kV substations as well as maintaining system resiliency programs. This individual maintains compliance with federal, state and local fire management personnel to ensure that appropriate preventive measures are in place. This task may be delegated to the Electrical Engineering Supervisor or Electric Operations Manager in absence of the Electrical Engineering Manager.

Electrical Engineering Supervisor: Responsible for management of the WMP, tracking of wildfire mitigation efforts, leads research of new technological developments related to wildfire mitigation, acts as the liaison between BEU and other stakeholders of the WMP. The Electrical Engineering Supervisor also manages the design and analysis functions of the electric distribution system.

Power Resources and Revenue Administrator: Manages the resource adequacy for the Utility. Analyzes the effect that wildfire protection and prevention projects and mitigation activities will have rates and revenues.

B. WILDFIRE PREVENTION

BEU's overall responsibility is to provide safe, reliable and sustainable and energy to its customers. The main responsibilities of BEUs' wildfire prevention objective include:

- Operating system in a manner that will minimize potential wildfire risks.
- Taking all reasonable and practicable actions to minimize the risk of a catastrophic wildfire caused by BEU electric facilities.
- Coordinating with federal, state, and local fire management personnel as necessary or appropriate to implement BEU's Wildfire Mitigation Plan.
- Immediately reporting fires, pursuant to existing BEU practices and the requirements of this Wildfire Mitigation Plan.
- Taking corrective action when the staff witnesses or is notified that fire protection measures have not been properly installed or maintained.
- Complying with relevant federal, state, and industry standard requirements, including the industry standards established by the California Public Utilities Commission.
- Collecting and maintaining wildfire data necessary for the implementation of this Wildfire Mitigation Plan.
- Providing regular training programs for all employees having obligations for implementation of this Wildfire Mitigation Plan.

BEU has evaluated practical and feasible improvements to its physical assets to reduce the fire hazard due to BEU's equipment. BEU's response has been to:

- significantly increase vegetation removal in the elevated threat areas;
- increase the number of patrols during red-flag periods to check for downed lines and broken or damaged poles and cross-arms;
- install expulsion-limiting fuses and avian protection at pole connections as a standard practice, and
- pilot a project to inspect and take inventory of all the 12.47 kV and 34.5/69 kV circuits which will aid in the adoption of a more rigorous inspection program for circuits located in the elevated threat areas.

C. WILDFIRE RESPONSE AND RECOVERY

Whether or not Banning's Emergency Operations Plan is put into action, BEU emergency respondents have an obligation to communicate directly with local field level emergency response personnel as well as with local government officials during an apparent emergency event.

BEU staff have the following obligations regarding fire prevention, response and investigation:

- Take all reasonable and practicable actions to prevent and suppress fires resulting from BEU electric facilities.
- Follow BEU protocols during Red Flag Warnings.

D. COORDINATION WITH WATER UTILITIES/DEPARTMENT

BEU coordinates either directly with the Water/Wastewater Superintendent regarding information and implementation of strategies directly related to wildfire mitigation efforts. This communication would usually be elevated to the Public Works Director who oversees the Water/Wastewater Division during an actual wildfire event to ensure that all levels of management are informed of mitigation procedures and any fire-fighting activity that may be present within City limits that may affect power to water/wastewater resources.

E. COORDINATION WITH OTHER POWER AND COMMUNICATION INFRASTRUCTURE PROVIDERS

<u>Coordination with Southern California Edison (SCE)</u>

SCE has 220, 115, and 33 kV lines within BEU's service territory. SCE has developed their own Wildfire Prevention and Mitigation Plan detailing their plans for preventing any wildfire events and BEU and SCE are cooperating to reduce any impacts of the SCE plan on Banning customers.

Banning receives all its power imports SCE's 115 kV transmission lines from El Casco Substation to SCE's Banning Substation. SCE also has the ability to feed Banning through three other 115kV transmission lines from Zanja, Maraschino, or Devers Substations to SCE's Banning Substation. There

are six 33 kV lines out of Banning Substation. Three of these lines (Dysart, Saddleback, and Stubby) serve SCE customers outside BEU's service territory, with the remaining three serving Banning loads. SCE has performed system studies to determine what would happen to Banning residents if different combinations of these three lines serving Banning were interrupted.

Depending upon the circuit interrupted, Banning could see up to two-thirds of its load dropped. Banning does not currently utilize any internal generation that could make up the capacity shortfall, which could cause significant impacts on Banning's customers.

As a result, BEU and SCE will need to develop protocols for inspecting and energizing SCE lines that have tripped or been purposely de-energized during red flag periods. Development of these protocols had been designated as high priority in BEU's initial WMP. Since BEU last WMP update, SCE has reached out to BEU staff to begin discussions regarding circuit interruption and de-energization events that may affect BEU operations and Banning residents. BEU hopes to have made progress on de-energization protocol and coordination by the next WMP Comprehensive Review.

Coordination with Communication Infrastructure Providers

BEU has a direct relationship with communications providers such as Verizon, Frontier, AT&T, Spectrum/Charter, T-Mobile, MCI and others. Most communications regarding removal or upgrade of overhead utilities is handled through a Joint Pole Authorization (JPA) process. The JPA tracks the progress of changes to utility (joint pole owner) connections at any given pole and tracks the costs associated with specific changes or upgrades. The changes include but are not limited to new attachments, replacement of existing attachments, pole inspections, and removal of utility poles to convert to underground construction.

When communications with these companies are of an urgent matter, for instance in a high risk or red flag weather condition or if there is damage present at a utility pole, direct communication is required in order to assess all conditions and prepare for emergency. First responders are supplied with all of the direct contact information for these companies.

F. STANDARDIZED EMERGENCY MANAGEMENT SYSTEM

As a local governmental agency,[1] BEU has planning, communication, and coordination obligations pursuant to the California Office of Emergency Services' Standardized Emergency Management System ("SEMS") Regulations,[2] adopted in accordance with Government Code section 8607. The SEMS Regulations specify roles, responsibilities, and structures of communications at five different levels: field response, local government, operational area, regional, and state.[3]

[1] As defined in Cal. Gov. Code § 8680.2.
[2] 19 CCR § 2407.
[3] Cal. Gov. Code § 2403(b):

Pursuant to this structure, the City of Banning annually coordinates and communicates with the relevant safety agencies as well as other relevant local and state agencies.

BEU operates under the objectives and policies described within City of Banning's Emergency Operations Plan; the latest version of the plan was adopted in December 2012. The level of communication, training, and coordination required from management, field personnel, and responding agencies is outlined within this plan. This plan is also fully compliant with the National Incident Management System (NIMS), which was enacted by the US Department of Homeland Security on March 1, 2004.

SEMS/NIMS have five essential functions adapted from ICS. These functions, while originally designed to give direction and control only to field level responders, are also applicable in the EOC at the local government, operational area, regional, and state levels. They are:

- Command (field level) or Management (EOC level)
- Operations
- Planning & Intelligence
- Logistics
- Finance & Administration

Wildfires are considered a Level 2 Emergency Alert under the SEMS structure. Activation of personnel during a wildfire emergency is described in the following chart taken from Banning's Emergency Operations Plan:

---

(1) "Field response level" commands emergency response personnel and resources to carry out tactical decisions and activities in direct response to an incident or threat.

(2) "Local government level" manages and coordinates the overall emergency response and recovery activities within their jurisdiction.

(3) "Operational area level" manages and/or coordinates information, resources, and priorities among local governments within the operational area and serves as the coordination and communication link between the local government level and the regional level.

(4) "Regional level" manages and coordinates information and resources among operational areas within the mutual aid region designated pursuant to Government Code §8600 and between the operational areas and the state level. This level along with the state level coordinates overall state agency support for emergency response activities.

(5) "State level" manages state resources in response to the emergency needs of the other levels, manages and coordinates mutual aid among the mutual aid regions and between the regional level and state level, and serves as the coordination and communication link with the federal disaster response system.

Event/Situation	Activation Level	Minimum Staffing
• Small incidents involving two or more City Departments • Flood Watch • Resource request from outside the City • The Operational Area requests the City activate their EOC in support of the Operational Area EOC • There is an incident adjacent to the City that may impact the City..	One	• EOC Manager • Representatives of corresponding City departments
• Moderate Earthquake • Major wildland fire affecting developed area • Major wind or rain storm • Two or more large incidents involving two or more City Departments • Flood Warning	Two	• Dir. of Emergency Services • All Section Chiefs • Branches and Units as appropriate for the situation • Agency representatives as appropriate
• Major Countywide or Regional emergency • Multiple departments with heavy resource involvement • Major earthquake damage • Any real or potential failure of Perris Dam	Three	• All EOC positions

Figure 4 - Banning EOC Activation Levels

Under the SEMS structure, a significant amount of preparation is done through advanced planning at the county level, including the coordination of effort of public, private, and nonprofit organizations. Riverside County serves as the Operational Area and is guided by the Riverside County Disaster Council that is made up of representatives of several officials which include members of the Banning City Council. The Banning City Mayor, and lead representative of Banning City Council, is responsible for declaring a local disaster and implementing the Emergency Operations Plan. The Operational Area includes local and regional organizations that bring relevant expertise to the wildfire prevention and recovery planning process. These participants include Riverside County Sheriff – Banning Station, Riverside County Fire/CDF/ESC, Executive Management Team, Riverside County Office of Emergency Services, Banning Unified School District, Morongo Tribe, Banning City Council, EOC Command Management Staff, the American Red Cross, Hospitals, special districts, communications providers, and other similar organizations.

Pursuant to the SEMS structure, BEU members are encouraged to participates in annual training exercises that are coordinated through other local and county agencies. NIMS Training and Emergency Preparedness training is required for all emergency response personnel. Participation in Tabletop Exercises, Functional Exercises and Multi-Agency Exercise are recommended to provide emergency responders with a realistic simulation of emergency events with full field deployment.

BEU is a member of the California Utility Emergency Association, which plays a key role in ensuring communications between utilities during emergencies. BEU also participates in the Western Energy Institute's Western Region Mutual Assistance Agreement, which is a mutual assistance agreement covering utilities across several western states.

IV. WILDFIRE RISKS AND DRIVERS ASSOCIATED WITH DESIGN, CONSTRUCTION, OPERATION, AND MAINTENANCE

A. PARTICULAR RISKS AND RISK DRIVERS ASSOCIATED WITH TOPOGRAPHIC AND CLIMATOLOGICAL RISK FACTORS

Climate change is expected to cause increased temperatures, drier conditions, and insect outbreaks in the decades to come, all of which will likely increase the risk of wildfires, especially in the western United States.[4] Because wildfire risk is tied to higher temperatures, drought, and flooding, comprehensive resilience planning for multiple impacts is critical for communities.

Within BEU's service territory and the surrounding areas, the primary risk drivers for wildfire are the following:

- Extended drought;
- Vegetation type;
- Vegetation Density;
- Weather;
- High winds;
- Terrain;
- Changing Weather Patterns (Climate Change)
- Communities at Risk
- Fire History

Banning has two primary areas where the potential for wildfires is high due to fuels or vegetation, winds and terrain. The northeastern portion of Banning, the Banning and Mias Canyon areas, is a rugged, hilly area with canyons that makes travel through it difficult. This is the City's primary fire threat area. Wildfires can start within this area and then move to the west into the populated areas of Banning and unincorporated Riverside County due to prevailing winds.

The other area of concern is the undeveloped Communication Hill area of north-central Banning that contains communication towers and water reservoirs atop a large hill. Directly to the east side is a large undeveloped area identified as Gilman Ranch. The Gilman Ranch area is currently being developed and includes areas of overhead-to-underground circuit conversion which will help reduce wildfire threats. BEU will continue to plan to mitigate fires that may be affected or caused by any remaining overhead distribution lines in these areas. SCE has several high voltage 115 kV transmission lines going east-west across the very northern part of the area.

[4] D.J. Wuebbles et al., Climate Science Special Report: *Fourth National Climate Assessment*, (Washington, DC: U.S. Global Change Research Program, 2017)

Asset Classification

BEU does not have any substations in Banning and Mias Canyons, Communication Hill, or Gilman Ranch areas. BEU has a single, 12.47 kV overhead circuit along Gilman Street in the Gilman Ranch area, a single 12.47 kV overhead circuit through Banning Canyon adjacent to Bluff Street and a single-phase 7.2 kV overhead circuit through Mias Canyon on Mias Canyon Road. BEU does not have any 34.5kV or higher transmission lines through any of these areas.

Most of the 12.47 kV overhead circuit on Gilman Street has been converted to an underground circuit that serves a new development to the north. The threat of wildfire being caused by utility lines in this area will be eliminated for the most part through grid hardening and development of a single-family residential community which will eliminate over 65 acres of vegetation.

Both Banning Canyon and Mias Canyon lie within the Tier 3 extreme risk threat level area and present a challenge for BEU to provide reliable energy to these areas during an event that could potentially spark a wildfire.

One such challenge is that Banning Canyon is frequently referred to as the "Water Canyon" in that there are eight water distribution wells in which BEU currently provides energy. If BEU were to disconnect power to these wells, CAL Fire may be extremely limited in fire protection resources if these wells aren't pumping and providing water to fight wildfires. At the same time, the city's customers/rate payers could possibly be forced to operate on short water supply during a wildfire event which would have an immediate impact on quality of life for Banning residents.

SCE had undergone a project to replace most of their facilities thru the water canyon and has completed a significant portion of the project that includes joint poles with BEU facilities. Unfortunately, BEU was not able to effectively participate in hardening their facilities on this circuit due to inability to efficiently coordinate. There were several time-sensitive factors that disallowed BEU's consistent involvement in the project. SCE completed their portion of the upgrades to this circuit in late 2021.

Mias Canyon poses a unique challenge because BEU currently provides primary 12.47kV and 7.2kV electric power through Mias Canyon Road (Figure 5), and SCE transforms BEU's primary power to secondary power at 240V to serve 14 residential customers in this area (meters are owned by and billed through SCE). The task that must be defined is what type of event will require BEU to de-energize Mias Canyon and how will this be accomplished? Since the last WMP update, SCE and BEU have taken steps towards coordination and preparation for wildfire mitigation and response. There efforts will include notification protocols for both SCE and Banning customers alike that are within the Tier 2 and 3 HFTDs.

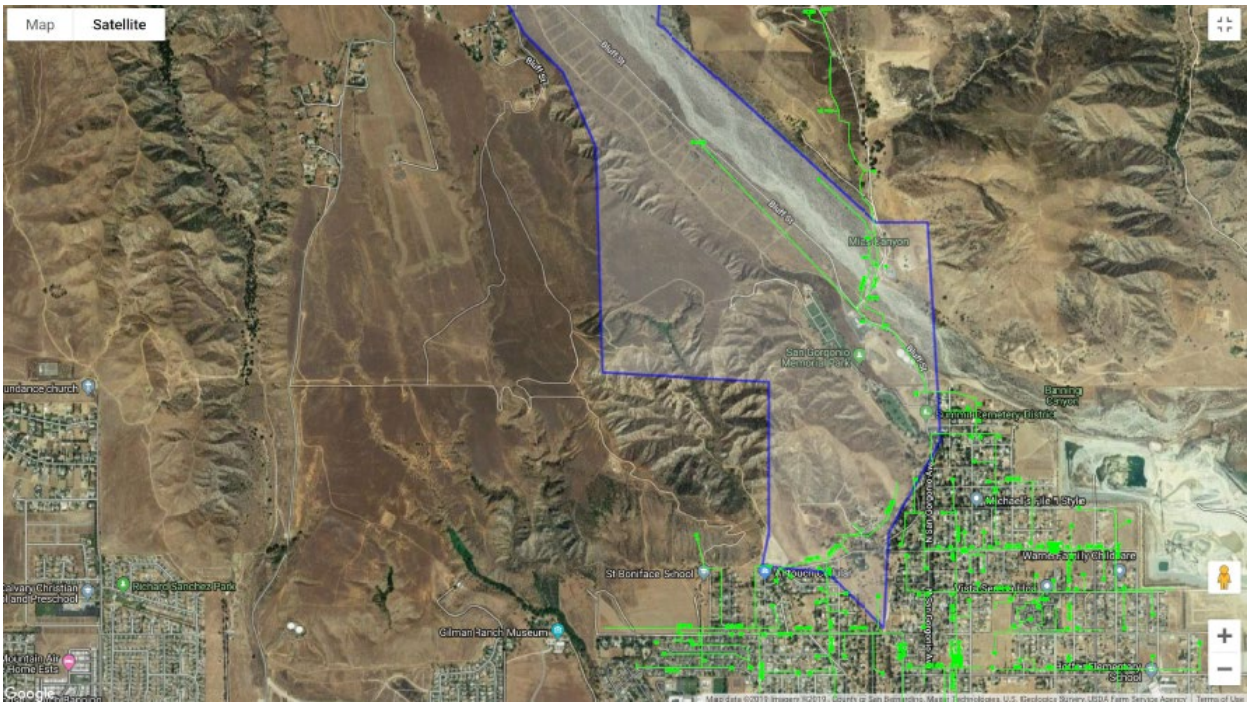


Figure 5 - Primary Utility in Tier 3 Area

To ensure conformity with all required actions of SB 1054, a timeline for necessary action to remediate potential threats in the Banning and Mias Canyon Tier 3 zones and other projects in Tier 2 zones is presented in Table 3 below.

Table 3 - Action Plan for Tier 2 and Tier 3 Area

Location	Fire Threat Tier	Electric Assets	Risk Description	Targeted Action/s	Timeframe
Banning Canyon	3	12.47kv OH distribution - 3 miles	Single-circuit overhead line feeds 8 water distribution wells needed for fresh water and fire protection	Joint project with SCE to harden the line which will include covered conductor, avian protection, fire-retardant wrap at base of poles, and 12.47kV recloser near base of the canyon.	Construction schedule is currently unknown. Coordination with SCE on shared cost will be required. Due to budget constraints, construction activity will fall into BEU's new Electric Master Plan to be completed in 2025. Additional information will be provided in a

					future WMP update.
Mias Canyon	3	BEU provides OH 12.47kv and 7.2kv through Mias Canyon to 14 SCE customers	No disconnect device (recloser) exists to disconnect power to SCE customers in case of fire emergency. Operating procedures with SCE have not been established. Coordination prior to construction will be required.	Install temporary in-line stick operated disconnects. Develop engineering estimate for line upgrade and reclosers Increase monitoring and limit fuels	Design is currently complete. Application for grant funding thru FEMA is complete and awaiting decision on award. Grant funding thru Prepare CA match has been approved as of November 2022. Construction to begin after award of FEMA grant funds, which should occur following completion of biological survey currently being conducted.
South of the I-10 Freeway between Sunset Avenue and South Highland Home Road	2	BEU provides OH 34.5kV for sub-transmission voltage to Midway Substation, 12.47kv and 7.2kv for supplemental service to a housing tract and municipal water facilities	Water wells and pump stations within this Tier 2 area are directly affected by loss of power along this pole line	Joint project with City of Banning Public Works and current developer to harden/underground the facilities as part of the new Sun Lakes Blvd extension between Sunset Avenue and Highland Home Road	Development agreement is being pursued thru the City for funding of this project. This project will be incorporated within BEU upcoming Capital Improvement Program.
East Banning, North of I-10 Freeway	2	BEU provides OH 12.47kv and 7.2kv along the boundary of North Hathaway Street	Service to large industrial facilities is affected by loss of power along this pole line.	Joint project with an aggregate processing industrial user to harden a pole line due to a required relocation and joint projects with several large	Design for the pole hardening project is currently complete. Coordination with the industrial user is underway

				warehouse developments to and underground facilities along Hathaway Steet, Nicolet Street and Wilson Street.	with a timeline of two years to complete. Undergrounding of overhead utilities will be coordinated in phases with the large industrial developers. The effort is expected to last several years and is tentatively scheduled to begin once the Development Agreements have been executed and permits are obtained.

B. ENTERPRISEWIDE SAFETY RISKS

BEU does not have a database of what type of events have caused the most fires over the years. Based on current outage information, the ranking of factors causing BEU's outages was estimated as equipment deterioration or failure, vegetation (tree branches and palm fronds), vehicles running into BEU equipment, animals (mostly birds, snakes, and rodents), mylar balloons, lightning and vandalism.

During the past three years, BEU's largest and longest lasting outages have been caused by equipment deterioration or failure and vehicle damage to BEU equipment. The most outages (by number) over this period are due to equipment deterioration or failure, vegetation (mostly customer trees in service laterals) and vehicles hitting BEU equipment. BEU contracts with professional tree trimming vendors to ensure that all transmission and distribution equipment within the public right-of-way and on City-owned property are clear from any potential hazards involving vegetation.

BEU has had a long-term problem with palm fronds and other taller trees on private property throughout the city that blow free during wind events and fall across BEU's power lines. BEU's field staff does its best to engage and educate property owners of the inconvenience to other rate payers and potential dangers that may be present by allowing tree branches to reside near live power lines. Older, unkept trees that have the appearance of deterioration possibly due to tree rot are given the highest priority for required action. BEU may impose penalties that may include a fine or temporary disconnection of electric service if such vegetation hazards are not remedied within a specified amount of time once official notice of the unsafe condition is given.

C. CHANGES TO CPUC FIRE THREAT MAP

BEU has considered the recommended threat levels identified on the CPUC Fire Threat Map and proposes to evaluate and remedy our construction standards accordingly. However, BEU has identified certain challenges to the methodology used to identify some of the areas with the service territory as high-risk wildfire threat zones.

As expressed in previous WMP updates, BEU may choose to evaluate and recommend the following areas be eliminated from designation as a high-risk fire area although the CPUC fire map shows these areas as elevated risk areas:

- The site of the Rancho San Gorgonio Development
- East Banning north and south of the Banning Airport
- Gilman Ranch area,
- The portion of southeast Banning that lies south of Wesley Street and Smith Creek

BEU believes that these areas could potentially have low risk of wildfire ignition due to the existence of only a few hundred feet of overhead wire in these sparsely developed areas. BEU also does not plan to construct additional overhead lines in these areas. Additionally, within the next few years, three new master planned communities will begin construction in the Rancho San Gorgonio and Gilman Ranch areas, eliminating much of the undeveloped at-risk area.

BEU is currently in the process of completing a new Electric Master Plan to address many aspects of improvement within its distribution system, which will also detail how to evaluate and effectively mitigate the areas referenced above. The plan, which will commence during the 2025 WMP review period, will outline recommended funding mechanisms to achieve its goals while also evaluating the level of risk associated with these areas, if any at all. This information will be presented to the Board for review and guidance based on BEU's findings.

V. WILDFIRE PREVENTATIVE STRATEGIES

A. HIGH FIRE THREAT DISTRICT

BEU directly participated in the development of the California Public Utilities Commission's (CPUC) Fire-Threat Map,[5] which designates a High-Fire Threat District. In the map development process, BEU served as a territory lead, and worked with utility staff and local fire & government officials to identify the areas of BEU's service territory that are at an elevated or extreme risk of power line ignited wildfire. BEU has incorporated the High Fire Threat District into its construction, inspection, maintenance, repair, and clearance practices, where applicable.

B. WEATHER MONITORING

BEU monitors current and forecasted weather data from a variety of sources including:

- United States National Weather Service
- United States Forest Service Wildland Fire Assessment System
- National Fire Danger Rating System
- National Interagency Fire Center – Predictive Services for Northern and Southern California.
- Any official warnings from CAL Fire

BEU assigns one of four operating conditions based on the relevant weather data and knowledge of local conditions:

(1) Normal: During normal conditions, no changes are made to operations or work policy.

(2) Elevated: During elevated fire-risk conditions, patrols begin in the areas of elevated and extreme risk to wildfires.

(3) Extreme: During extreme fire-risk conditions, an additional crew is assigned to either patrol or remain on stand-by to assist with any corrective action in the areas of elevated and extreme risk to wildfires.

(4) Red Flag: If the National Weather Service declares a Red Flag Warning for any portion of BEU's service territory, then an additional crew will be assigned to patrol the areas of elevated and extreme risk to wildfires and assist with any corrective action needed.

Table 4 below tracks the risks associated with red flag days.

[5] Adopted by CPUC Decision 17-12-024.

Table 4 – External Risk Metrics

Metric type	External Risk Event	2022	2023	2024	Unit(s)	Comments
1. Red Flag Warnings	Red Flags Warning Days* for Weather Zone that includes Utility Service Territory			9	#Days	
2. Wind Conditions	High Wind Warning Days* in Weather Zone that includes Utility Service Territory			2	#Days	

Notes:
* Red Flag Warnings and High Wind Warnings are declared by the National Weather Service.

C. DESIGN AND CONSTRUCTION STANDARDS

BEU's electric facilities are designed and constructed to meet or exceed the relevant federal, state, or industry standard. BEU treats CPUC General Order (GO) 95 as a key industry standard for design and construction standards for overhead electrical facilities. BEU meets or exceeds all standards in GO 95. Additionally, BEU monitors and follows as appropriate the National Electric Safety Code.

D. VEGETATION MANAGEMENT

BEU meets or exceeds the minimum industry standard vegetation management practices. For transmission-level facilities, BEU complies with NERC FAC-003-4, where applicable. For both transmission and distribution level facilities, BEU meets: (1) Public Resources Code section 4292; (2) Public Resources Code section 4293; (3) GO 95 Rule 35; and (4) the GO 95 Appendix E Guidelines to Rule 35. These standards require significantly increased clearances in the High Fire Threat District. The recommended time-of-trim guidelines do not establish a mandatory standard, but instead provide useful guidance to utilities. BEU will use specific knowledge of growing conditions and tree species to determine the appropriate time of trim clearance in each circumstance.

GO 95, Rule 35					
Case	Type of Clearance	Trolley Contact, Feeder and Span Wires, 0-5kv	Supply Conductors and Supply Cables, 750 - 22,500 Volts	Supply Conductors and Supply Cables, 22.5 - 300 kV	Supply Conductors and Supply Cables, 300 - 550 kV (mm)

13	Radial clearance of bare line conductors from tree branches or foliage	18 inches	18 inches	¼ Pin Spacing	½ Pin Spacing
14	Radial clearance of bare line conductors from vegetation in the Fire-Threat District	18 inches	48 inches	48 inches	120 inches

Appendix E Guidelines to Rule 35		
The radial clearances shown below are recommended minimum clearances that should be established, at time of trimming, between the vegetation and the energized conductors and associated live parts where practicable. Reasonable vegetation management practices may make it advantageous for the purposes of public safety or service reliability to obtain greater clearances than those listed below to ensure compliance until the next scheduled maintenance. Each utility may determine and apply additional appropriate clearances beyond clearances listed below, which take into consideration various factors, including: line operating voltage, length of span, line sag, planned maintenance cycles, location of vegetation within the span, species type, experience with particular species, vegetation growth rate and characteristics, vegetation management standards and best practices, local climate, elevation, fire risk, and vegetation trimming requirements that are applicable to State Responsibility Area lands pursuant to Public Resource Code Sections 4102 and 4293.		
Voltage of Lines	**Case 13**	**Case 14**
Radial clearances for any conductor of a line operating at 2,400 or more volts, but less than 72,000 volts	4 feet	12 feet

Within the High Fire Threat District, BEU performs an evaluation of every tree that has the potential to strike overhead facilities it if were to fail on a basis required by statewide frequency requirements. BEU performs more frequent and detailed inspections of any such trees, and in cases where "hazard trees" (dead, dying, diseased or leaning) could strike the facilities, will work with the land owner to remove the tree or portion of the tree that poses a risk.

BEU has completed vegetation management on all of it poles in the Tier 2 and Tier 3 HFTD and also in other areas identified by CAL Fire as possible hazardous to wildfire between April and June of 2023. The vegetation management activities include clearing away any tree branches, dry brush, or other types of vegetation within 4ft of energized line and up to 10ft from base of each pole operating at 12,470 volts and below. The poles that were identified and mitigated are shown in Figure 6 below.

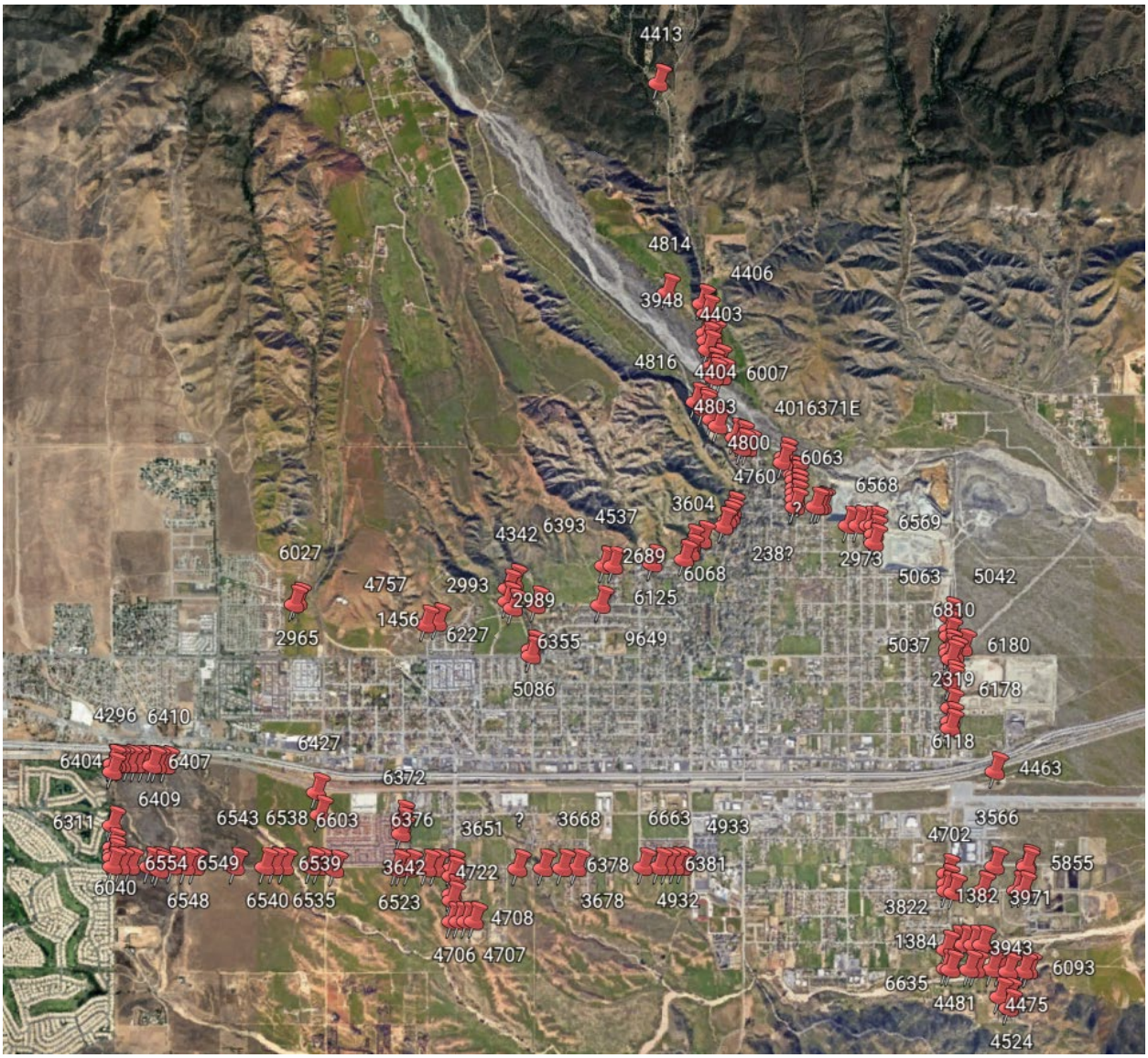


Figure 6 - Poles Cleared for Vegetation Management

There are approximately 164 solely owned and jointly owned utility poles that BEU mitigated during this maintenance interval, and will continue to do annually as part of the vegetation

management and fuel reduction program. Many of the areas identified in Figure 6 above aren't in the traditional Tier 2 and Tier 3 HFTD. We believe this is due to the incorporation of areas into the Fire Map that have had historical fire data, which do not pose elevated risks to wildfire. As a best practice, BEU has decided to incorporate these poles into our vegetation management program regardless of their relevance to Wildfire Mitigation.

E. INSPECTIONS

BEU meets or exceeds the minimum inspection requirements provided in CPUC GO 165 and CPUC GO 95, Rule 18. Pursuant to these rules, BEU inspects electric facilities in the Hight Fire Threat District more frequently than the other areas of its service territory. Additionally, BEU staff uses their knowledge of the specific environmental and geographical conditions to determine when areas outside of the High Fire Threat District require more frequent inspections.

BEU performs a detailed inspection of each pole. Detailed inspections include careful visual inspections of each pole to identify any non-conformance with GO 95 and GO 165, infringement by other utilities on poles or rights-of-way, defects, potential safety hazards and deterioration of poles, cross-arms or insulators.

BEU also performs safety/visual inspections (also known as patrols) of cross-arms, insulators and conductor, a brief visual inspection to identify obvious damage or non-conformance of the poles that could result in an ignition source.

Finally, BEU performs detailed pole tests to assess the condition of transmission and distribution poles to identify which poles need to be repaired or replaced. The specific tests include pole sounding, butt testing, and visual inspections. The test information is used to determine the pole strength and shell thickness.

If BEU staff discovers a facility in need of repair that is owned by an entity other than BEU, BEU will issue a notice to repair to the facility owner and work to ensure that necessary repairs are completed promptly. If BEU owns utility space on this pole, then the notification will be filed through the JPA process.

BEU works to ensure that all inspections to be performed within the High Fire Threat District are completed before the beginning of the historic fire season, which typically began on September 1. However, California continues to experience destructive wildfires and prolonged periods of high fire danger due to an extended drought, which produces a near year-round fire season. Therefore, BEU monitors drought conditions and other relevant factors throughout the year to determine if inspections should be completed on a shorter timeframe.

In Tiers 2 and 3 of the High Fire-Threat District, the inspection intervals for Solely-owned and Joint Use poles shall not exceed the time specified in the following Table.

Inspection	Tier 2	Tier 3
Patrol	2 Years	1 Year
Detailed – Includes pole-butt tests and/or intrusive testing	10 Years	5 Years

Although Tier 2 patrol inspection intervals are designated to be completed in two-year intervals, BEU has decided for now to patrol these areas yearly while drought conditions persist. The table below describes the performance metrics related to pole and line inspection:

Table 5 – Performance Metrics, Inspections in HFTD

		(Actual)	(Forecast)	(Forecast)		
		2023	**2024**	**2025**		
Metric type	**Progress metric name**	**In HFTD**	**In HFTD**	**In HFTD**	**Unit(s)**	**Comments**
1. Distribution Inspections	Patrol Inspections		6	6	# circuit miles	
	Detailed Inspections		2	3	# circuit miles	Performed 3 miles of detailed inspection for pending Mias Canyon line hardening project in 2025
	Routine Vegetation Management				# circuit miles	Up to 166 poles are sprayed and cleared each year
2. Transmission Inspections	Patrol Inspections		5	5	# circuit miles	
	Detailed Inspections		0	2	# circuit miles	Detailed in Tier 2 scheduled for this year
	Routine Vegetation Management				# circuit miles	Up to 72 poles are sprayed and cleared each year
Notes:						

F. WORKFORCE TRAINING

BEU has implemented work rules and complementary training programs for its workforce to help reduce the likelihood of the ignition of wildfires. As described earlier, the Election Operations Manager is responsible for such safety programs, which includes specific training that helps crews recognize and predict wildfire trends and patterns and learn the skills required to evaluate and install new protective equipment to reduce fire risk.

G. RECLOSING POLICY

BEU currently handles all circuit reclosing activities at the substation, particularly at the feeder circuit breaker control level. BEU does not currently have any in-field distribution circuit reclosers installed in its distribution system. However, BEU does plan to provide circuit reclosers on its circuit that supplies power to both Banning Canyon and Mias Canyon due to extreme (Tier 3) fire risk that this particular area is exposed to.

H. DE-ENERGIZATION

The combination of predicted wind gusts up to 50 mph, low humidity of 5 to 10 percent, and warm temperatures have created a Red Flag warning for extreme fire conditions in our area. As a result, of the most contentious areas of discussion in wildfire mitigation analysis has been the willingness or ability of utilities to de-energize transmission and distribution circuits during red flag weather events or other high-risk periods. Public Safety Power Shut-Offs (PSPS) is the de-energization of power lines to protect public safety under California law.

While SCE alerts have been deployed to BEU customers that the Dysart, Saddleback, and Stubby circuits could experience PSPS events during red flag weather events, these events will not impact Banning Electric Utility customers at this time. These unincorporated areas currently affected by PSPS are not served by BEU. A potential PSPS event within the City of Banning would only occur if the Banning Circuit out of El Casco is impacted by a PSPS event. Currently, per SCE, the Banning Circuit out of El Casco will not be scheduled for a PSPS event. If this policy changes and a SCE PSPS will impact Banning Electric Utility customers in the future, every attempt will be made to alert and inform our customers.

BEU identifies two separate justifications for de-energizing a circuit. The first is for operational reasons, such as a local fire or request by safety officers for a specific circuit to be de-energized as a result of an ongoing event. The second is a pre-emptive de-energization to reduce fire risk or some other potential impact due to anticipated conditions.

BEU recognizes that de-energizing circuits could have an impact on surrounding utilities such as SCE, water production and pumping facilities, wastewater reclamation facilities, local communication switchyards and cell towers. Any de-energization policy must consider the impacts on these entities. More importantly, de-energizing lines affects the ability of fire fighters to control the fire.

BEU will continue to de-energize circuits for operational reasons at the request of police and fire personnel, to aid in development/construction activities, or for the replacement of infrastructure. At this time, BEU does not intend to preemptively de-energize lines due to the impact on firefighting capabilities in the City. However, BEU must evaluate the effects of possible SCE line de-energization on its ability to serve customers during extreme weather events.

While not BEU's initial intent, this plan recognizes that BEU has the authority to preemptively shut off power due to fire-threat conditions; however, this option will only be used in extraordinary circumstances. BEU will make a case-by-case decision to shut off power based on the following considerations:

- Red Flag Warnings issued by the National Weather Service for fire weather zones that contain BEU circuits;
- BEU staff assessments of local conditions, including wind speed (sustained and gust), humidity and temperature, fuel moisture, fuel loading and data from weather stations;
- Real-time information from staff located in areas identified as at risk of being subject to extreme weather conditions;
- Input from BEU fire experts and vegetation experts;
- Input from local and state fire authorities regarding the potential consequences of wildfires in select locations;
- Alternative ways to reroute power to affected areas;
- Awareness of mandatory or voluntary evacuation orders in place;
- Expected impact of de-energizing circuits on essential services;
- Other operational considerations to minimize potential wildfire ignitions, including the blocking of reclosers on the identified circuit(s);
- On-going fire activity throughout BEU territory and California;
- Ability to notify customers;
- Notifications to local governments and public officials; and
- Potential impacts to communities and customers

A typical but not required procedure for identifying and responding to potential wildfire threats would be:

- During Extreme weather events where wind gusts exceed 25 mph, activate the appropriate operations requirements in response to the weather which may include public advisory through various communication channels
- During Red Flag weather events where wind gusts exceed 50 mph, activate the appropriate operations requirements in response to the weather, which will include public notice to customers of a potential PSPS event

Banning will occasionally experience higher than normal wind speeds, some that may exceed 80 mph. It is important for BEU to be even more vigilant during these extreme wind events, which may necessitate the need de-energize in elevated risk areas that may be susceptible to wildfire. BEU

plans to evaluate each case individually in order to make the best decision regarding PSPS for the Utility and its customers. Furthermore, specific protocols for de-energization of distribution lines are outlined in the City of Banning Electric Utility Rules & Regulations.

1. IMPACTS TO PUBLIC SAFETY

While there are not any impacts directly related to public safety through power shutoff, BEU understands the difficulty of its customers being able to function regularly and safely during a power outage. BEU always recommends that its customers prepare for outages regardless of cause.

2. CUSTOMER NOTIFICATION PROTOCOLS

BEU has sent letters to all customers encouraging them to follow Banning Electric on Twitter, Facebook, and Instagram for future updates and alerts and register for alerts and updates on the City of Banning at Nixle. Nixle helps keep customers up-to-date with relevant information from your local public safety departments & schools.

Key Accounts

BEU has a responsibility to the community when it comes to providing safe, reliable, and sustainable power to its customers. In that mission, BEU recognizes that it is important to keep its most vulnerable customers abreast of all information on situations that could have an impact on power delivery. BEU staff is developing a Key Accounts system that will quickly and thoroughly notify medical baseline customers and others that are identified as critical facilities in any event that poses a risk of wildfire and/or will compromise delivery of electric power to BEU customers. Key Accounts will not be limited to only critical care customers; it will include other critical demand customers as well such as first responders, public safety, mass transit, local government, etc.

VI. COMMUNITY OUTREACH AND PUBLIC AWARENESS

To date, BEU has not had any other community outreach in regard to fire safety aside of presenting each Wildfire Mitigation Plan thru Public Hearings at Banning City Council meetings. BEU plans to hold community meetings when appropriate to discuss information on BEU's fire mitigation activities including the potential use of PSPS de-energization protocols. Subject matter expert personnel will be available at these meeting and will deliver information and answer questions related to a variety of topics including:

- Climate change impacts on wildfires
- Grid hardening and other engineering practices
- Vegetation management
- Weather monitoring as it relates to elevated/extreme threat and red flag events
- PSPS protocol
- Safety during outages

VII. RESTORATION OF SERVICE

If a transmission or distribution line has been de-energized in anticipation of a wildfire threat, BEU troubleshooters or patrollers must perform additional steps prior to re-energization. In an event of a wildfire where distribution poles or transmission structures were burned, additional steps must be taken to rebuild the lines. BEU field crews must take several important steps prior to restoring electrical service after a de-energization event which include:

- Patrol - look for vegetation in lines and any obvious damage that may prevent safe energization; notify communication company(ies) if their cables have been affected and relocate if safe to do so
- Repair – if equipment damage is found, additional crews are dispatched with new materials to repair or replace damaged equipment after area is cleared of any obstructions
- Test - once the lines and poles are safe to operate, crews test the infrastructure by closing the fuse, or breaker to re-energize the power line
- Restore - power is restored and BEU provides notification of power restoration to customers

VIII. EVALUATING OF THE PLAN

A. METRICS AND ASSUMPTIONS FOR MEASURING PLAN PERFORMANCE

BEU will track two metrics to measure the performance of this Wildfire Mitigation Plan: (1) number of fire ignitions; and (2) wires down within the elevated fire threat areas.

METRIC 1: FIRE IGNITIONS

For purposes of this metric, a fire ignition is defined as follows:

- BEU facility was associated with the fire;
- The fire was self-propagating and of a material other than electrical and/or communication facilities;
- The resulting fire traveled greater than one linear meter from the ignition point; and
- BEU has knowledge that the fire occurred.

While there have been no ignitions of fire by BEU facilities as of the drafting of this plan, there have been three fires within City limits since the 2024 WMP update. Two of the three fires occurred inside of the BEU service territory:

- On July 12, 2024, a 50-acre vegetation fire ignited in the hills just east of Mias Canyon, outside of Banning city limits and BEU service territory. The fire was contained the following day. There were no BEU facilities within the area.
- On August 23, 2024, a 86-acre vegetation fire ignited north of Ramsey St near the eastern border of Banning and was contained the same day. There were no BEU facilities within the area.
- On September 9, 2024, a 54-acre vegetation fire ignited at the northwest intersection of Sunset Ave and Westward Ave in Banning and was contained the same day. One BEU utility pole was ignited but was extinguished quickly. Damage to the pole was not extensive.

METRIC 2: WIRES DOWN

The second metric is the number of distribution and transmission wires downed within BEU's elevated fire threat areas annually. For purposes of this metric, a wire down event includes any instance where an electric transmission or primary distribution conductor falls to the ground or on to a foreign object.

BEU will not normalize this metric by excluding unusual events, such as severe storms. Instead, BEU will supplement this metric with a qualitative description of any such unusual events.

B. IMPACT OF METRICS ON PLAN

BEU Performance Metrics

Table 6 below gives some information on BEU's performance metrics during this plan review period per the performance categories above.

Table 6 - WMP Performance Metrics

Category	Performance Metric
Equipment Failure	Number of fire ignitions due to equipment failure in Tier 2 or 3 HFTD: **0** Number of wires down in Tier 2 or 3 HFTD: **0** Number of pole failures in Tier 2 or 3 HFTD: **0**
Vegetation Management	Number of outages caused by wire contact with vegetation in Tier 2 or 3 HFTD: **0** Number of recurring tree issues in Tier 2 or 3 HFTD: **1**
Construction	Feet of primary non-insulated conductor replaced with insulated conductor in Tier 2 or 3 HFTD: **0** Feet of primary conductor placed underground in Tier 2 or 3 HFTD (grid hardening): **4,600 ft: 1,800 ft of underground conversion of existing distribution lines and 2,800 ft of new distribution circuits for a residential development in the Gilman Ranch area** Number of wood poles equipped with fire-protectant wrap in Tier 2 or 3 HFTD: **0** Number of wood poles replaced with fire-resilient poles in Tier 2 or 3 HFTD: **0** Installation of avian protection over equipment connections at utility poles in Tier 2 or 3 HFTD: **0**

C. MONITORING AND AUDITING THE PLAN

This Wildfire Mitigation Plan will be presented to Banning City Council in June of 2025 as part of the City Council approval process. BEU will present an update of this plan before the Banning City Council on an annual basis. Each year, BEU will conduct an internal audit of the plan as it is updated.

D. IDENTIFYING AND CORRECTING DEFICIENCIES IN THE PLAN

As each WMP plan update is reviewed, any noted areas of improvement will be presented to the Banning City Council for inclusion. Specific areas that should be examined include identifying

better communication methods with residents in high threat fire areas and identifying better evacuation methods. Evacuation and communication issues are part of the Riverside County's and City of Banning's Local Hazard Mitigation Plan (LHMP) and they will be responsible for implementing their plans with BEU's assistance. A primary goal of the City is to implement a mass communication system to help during disasters.

BEU will collaborate with SCE on protocols for notifying residents of Mias Canyon and City of Banning operational facilities in Banning Canyon of any potential fire threats. If necessary, SCE could make regional notifications of potential PSPS and fire threats and BEU must coordinate any information it releases with SCE to avoid releasing contradictory information. BEU will continue to monitor area weather conditions and work with SCE to provide advanced warning of extreme weather events, elevated fire danger conditions, and planned PSPS events that may affect BEU's service to its customers.

E. MONITORING THE EFFECTIVENESS OF INSPECTIONS

The Wildfire Prevention Plan will be evaluated on an annual basis to assess its effectiveness. This Plan will be judged based upon:

- Number of downed wires in elevated fire threat areas annually;
- Vegetation management in compliance with GO 95;
- Number of compromised poles repaired/replaced annually;
- Feet of non-insulated conductor replaced with insulated/covered conductor in high threat fire areas where applicable;
- Feet of primary and secondary power lines placed underground in high fire threat areas (grid hardening)
- Number of wood poles equipped with fire protectant wrap, coating or barrier in high fire threat areas
- Number of wood poles replaced with fire-resilient poles in high fire threat areas
- Installation of avian protection over equipment connections at utility poles within high fire threat areas
- Number of fires in elevated threat areas caused by BEU's electrical equipment.

BEU intends to do its best at keeping wires from falling, being aggressive with its vegetation management, replacing or repairing all its poles and replace its non-insulated conductor with insulated or covered conductor in the areas that make the most sense, BEU should not be responsible for many, if any, fires in high-threat areas even though wildfires may start in the area due to other reasons.

Review of Mitigation Activity Accomplishments

Each year following the first draft of the WMP, BEU has implemented several strategies to help minimize the risk/potential of wildfire within its service area. Table 7 below details some of the accomplishments made to reduce wildfire risk.

Table 7 - Mitigation Activity Accomplishments

Category	Risk Description	Accomplishments
Design and Construction	Overhead distribution lines within Tier 2 HFTD area	Completed a 1,800 ft underground12.47kV line conversion to support a new residential development within the Tier 2 HFTD.
Design and Construction	Distribution Construction Standards Improvements	Currently investigating the use of optical sensors to monitor voltage and current and install of reclosers to isolate circuits in the HFTD areas
Inspection and Maintenance	GO 165 Annual Inspections	Annual system patrol to inspect the condition of electrical assets in Tier 3 HFTD areas 100% complete. Bi-Annual system patrol and inspection of Tier 2 HFTD areas is 100% complete.
Operational Practices	Relay/Reclosing Strategies	Continued evaluation of substation reclosing schemes on feeders with assets in the Tier 2 and Tier 3 areas to coordinate with future line reclosers

To continue improving fire safety measures, BEU plans to utilize automated in-line field reclosers and cutout mounted reclosers at certain locations within the Tier 2 and 3 HFTD areas. Covered conductor will be utilized on utility lines within Banning Canyon and Mias Canyon which are the two areas that are almost completely within the Tier 3 HFTD, and BEU will analyze the use for other areas as well. Planning and engineering studies are on-going, with the intent of continuing to implement mitigation measures on a yearly basis or as needed.

IX. SUMMARY

BEU considers preventing wildfires a high priority. Reducing risk reduces the potential of property loss and injury. BEU believes that this Wildfire Mitigation Plan identifies the major concerns with wildfire and outlines processes and protocols to mitigate and manage these issues should any wildfires arise.

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Robert Fisher, Acting City Manager**
PREPARED BY:	**Art Vela, Public Works Director**
MEETING DATE:	**June 24, 2025**
SUBJECT:	**Consideration of Resolution 2025-94, Approving Amendment No.1 to the Professional Services Agreement with Innovative Federal Strategies, LLC to Provide Federal Legislative Advocacy and Governmental Affair Services for Two (2) Years Ending on June 30, 2027**

RECOMMENDATION:

Adopt Resolution 2025-94.

BACKGROUND:

On August 22, 2023, City Council approved Resolution 2023-149, approving a Professional Services Agreement with Innovative Federal Strategies, LLC to Provide Federal Legislative Advocacy and Governmental Affair Services for two (2) years ending on June 30, 2025.

Innovative Federal Strategies, LLC (IFS) has provided federal lobbying and advocacy services to the City since 2013. Over the past decade, they have developed a deep and nuanced understanding of the City's unique challenges, infrastructure priorities, and long-term federal funding strategies. This institutional knowledge allows them to provide targeted and effective representation in Washington, D.C., with minimal ramp-up time or duplication of effort.

Innovative Federal Strategies, LLC has established strong working relationships with key Congressional offices, federal agencies, and regional partners that are directly relevant to the City's current and future funding initiatives. Their continuity in service ensures the City can maintain its momentum on previously submitted federal funding requests, secure ongoing project support, and proactively align with emerging federal grant and policy opportunities.

Due to the specialized nature of federal lobbying and the importance of relationship continuity, retaining Innovative Federal Strategies, LLC preserves consistency in representation and positions the City to successfully compete for highly competitive federal resources.

JUSTIFICATION:

Due to the specialized nature of federal lobbying and the importance of relationship continuity, retaining Innovative Federal Strategies, LLC preserves consistency in representation and positions the City to successfully compete for highly competitive federal resources. Over the past several years Innovative Federal Strategies, LLC has demonstrated their ability to perform the services of federal legislative advocacy and consulting for the City of Banning.

For these reasons, City staff recommends continuing the professional services agreement with Innovative Federal Strategies, LLC.

FISCAL IMPACT:

The total fee for these services for Fiscal Year 2025/2026 is $61,500 and $64,500 for Fiscal Year 2026/2027.

Funding for these services will be paid from the following accounts 001-1000-411.33-11 (40%), 660-6300-471.33-11 (40%) and 680-8000-454.33-11 (20%).

ALTERNATIVES:

Do not approve as recommended; services provided by Innovative Federal Strategies will end on June 30, 2025.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Resolution 2025-94, Innovative Federal.docx
2. Amend No.1 Federal Legislative Advocacy.docx
3. Staff Report for Reso 2023-149.pdf
4. IFS Proposal FY 25/26 and FY 26/27.pdf

RESOLUTION 2025-94

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AMENDMENT NO.1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH INNOVATIVE FEDERAL STRATEGIES, LLC TO PROVIDE FEDERAL LEGISLATIVE ADVOCACY AND GOVERNMENTAL AFFAIR SERVICES FOR TWO (2) YEARS ENDING ON JUNE 30, 2027

WHEREAS, Innovative Federal Strategies, LLC (IFS) has provided federal lobbying and advocacy services to the City since 2013; and

WHEREAS, IFS has provided services such as support in applying for competitive grants and federal discretionary funding; representation of the City's position on federal legislation; communication with Congressional offices, federal agencies, and regional partners; and informing the City of emerging federal grants and policies; and

WHEREAS, over the past several years Innovative Federal Strategies, LLC has demonstrated their ability to perform the services of federal legislative advocacy and consulting for the City of Banning; and

WHEREAS, the City of Banning now desires to continue to receive the federal legislative advocacy and governmental affairs services of IFS for two (2) additional years; and

WHEREAS, the total fee for these services for Fiscal Year 2025/2026 is $61,500 and $64,500 for Fiscal Year 2026/2027.

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 Professional Services Agreement with Innovative Federal Strategies, LLC for two (2) additional years.

SECTION 2. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to this resolution.

SECTION 3. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 24th 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 2025-94, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held 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

EXHIBIT A
Amendment No. 1

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT (C00884) FOR FEDERAL LEGISLATIVE ADVOCACY BY AND BETWEEN CITY OF BANNING AND INNOVATIVE FEDERAL STRATEGIES, LLC

THIS AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES ("Amendment No. 1") by and between the **CITY OF BANNING** ("City") and Innovative Federal Strategies, LLC, a limited liability company ("Consultant") is effective as of this day: _____.

RECITALS

A. City and Consultant entered into that certain Contract dated September 14, 2023 for the purpose of providing Federal Legislative Advocacy Services ("Agreement"), as approved by City Council Resolution 2023-149.

B. City and Consultant now desire to amend the Agreement to extend the Term of the Agreement to June 30, 2027 and increase the Contract Sum to Two Hundred Forty Thousand Dollars ($240,000.00).

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 One Hundred Twenty-Six Thousand Dollars ($126,000.00) thereby increasing the Contract Sum, as set forth in Section 2.1 of the Agreement, to Two Hundred Forty Thousand Dollars ($240,000.00).

   1.2 The Term of the Agreement, as set forth in Section 3.4 of the Agreement, is hereby extended through June 30, 2027, unless sooner terminated or extended as provided in the Agreement.

   1.3 Exhibit C-1 to the Agreement is hereby amended to read as set forth in Attachment 1, attached hereto and incorporated herein.

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 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	CONSULTANT
_____	_____
Robert Fisher, Acting City Manager	NAME: TITLE:
City Council Approval: _____	_____ NAME: TITLE:
ATTEST:	
_____	
Caroline Patton Administrative City Clerk	
APPROVED AS TO FORM: Slovak, Baron, Empey, Murphy & Pinkney LLP	
_____	
John O. Pinkney Acting 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.

ATTACHMENT "1"

The two-year renewal period structured as follows:

- **Year 1 (July 1, 2025 – June 30, 2026): Total funding not to exceed $61,500.00 ($5,000.00/mo., expenses NTE $1,500 annually)**
- **Year 2 (July 1, 2026 – June 30, 2027): Total funding not to exceed $64,500.00 ($5,250.00/mo., expenses NTE $1,500 annually)**

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

PREPARED BY: **Laurie Sampson, Assistant City Manager**

MEETING DATE: **August 22, 2023**

SUBJECT: **Consideration of Resolution 2023-149, Approving the Professional Services Agreement with Innovative Federal Strategies, LLC to Provide Federal Legislative Advocacy and Government Affair Services for a Term of Two (2) Years Ending June 30, 2025**

RECOMMENDATION:

City Council adopt Resolution 2023-149, approving the Professional Services Agreement with Innovative Federal Strategies, LLC for Federal Legislative Advocacy and Government Affairs Services; and Authorize the City Manager to execute a Professional Service Agreement with Innovative Strategies, LLC in the form that is approved by the City Attorney; and authorize the Administrative Services Director to make, if necessary, appropriations and budget adjustments for FY2024 and FY2025.

BACKGROUND:

Over the course of the last ten (10) years, the City has approved and utilized the federal legislative advocacy services provided by Innovative Federal Strategies, LLC. Innovative Federal Strategies has assisted with several complex projects and continues to be integral to the process of the airport closure.

JUSTIFICATION:

The primary focus of a Federal Legislative Advocate is to assist the City with improving its efforts to influence legislation, applying for and receive competitive grants and other discretionary funding available to the City.

FISCAL IMPACT:

Funding for these services will be paid form the General Fund. The total fee for services to be provided is $4,500/month +$1,500 travel expenses for a total of $55,500 in FY2024 and $4,750/month +$1,500 travel expense for a total of $58,500 in FY2025.

Year	**Estimated Amount**
2023/2024	$55,500
2024/2025	$58,500

ALTERNATIVES:

1. Adopt Resolution 2023-149 as recommended.
2. Adopt Resolution 2023-149 with modifications.
3. Do not approve Resolution 2023-149 and provide alternative direction to staff.

ATTACHMENTS:

1. Resolution 2023-149
   https://banningca.gov/DocumentCenter/View/13274/Att-1-Resolution-2023-149-Innovative-Federal-Strategies
2. Draft Professional Services Agreement
   https://banningca.gov/DocumentCenter/View/13272/Att-2-C00884---Innovative-Federal-Strategies-PSA-Federal-Legislative-Advocacy
3. Approved Sole Source
   https://banningca.gov/DocumentCenter/View/13273/Att-3-Sole-Source-Vendor-Form---With-Additional-Pages

Approved by:

Douglas Schulze
City Manager

INNOVATIVE FEDERAL STRATEGIES, LLC
Comprehensive Government Relations

May 30, 2025

Mr. Robert Fisher
Acting City Manager
City of Banning, California
99 E. Ramsey Street
Banning, CA 92220

Dear Robert:

I wanted to express my thanks for the opportunity to represent the City of Banning since 2013. Together, Innovative Federal Strategies (IFS) and the City of Banning have made significant progress on a number of the City's federal legislative priorities. We would be honored to continue working on your behalf and serving as your staff in Washington, DC. We look forward to continuing to build on the strong working relationships the City and IFS have with our congressional delegation, their staff, and within federal agencies.

Innovative Federal Strategies is well suited to continue assisting the City in efforts to track and report on relevant legislation and policy efforts in Congress, to build and maintain relationships with key Members of Congress and staff, and to implement congressional outreach campaigns regarding ongoing and future City federal issues. The members of our bipartisan firm have over 175 years of combined federal service. We offer comprehensive business development, consulting and strategic advocacy services to a broadly diverse set of clients. We maintain outstanding awareness across a wide-range of germane federal agencies, topics, issues, and programs. We understand the nuanced, complex federal planning, programming, budgeting, contracting, and regulatory processes used throughout the Executive Branch.

Members of the firm have unique expertise in the intricate legislative processes that Congress uses for annual authorizations, appropriations (including earmarks), regulatory and policy issues, and agency oversight. Our firm works effectively with officials in both political parties, and works closely with Senators, Members and staff in the United States Congress and officials in many federal agencies. We currently serve over 75 clients including local governments and municipal organizations, small businesses, non-profit research entities, and major defense corporations. We work on issues across the federal ecosystem and spanning appropriations, authorization, local government issues, natural resources, tax, acquisition policy/reform, emergency response, science and technology policy, energy, and national security policy.

Specifically, we look forward to continuing our work on behalf of the City on the ongoing flume issue and economic development issues. We will also work to identify federal funding opportunities that align with the City's short-term priorities and long-term transportation and infrastructure priorities through the return of Community Project Funding, Congressionally

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Directed Spending, and Member Designated Projects. Additionally, IFS will continue to work with City staff to identify and resolve federal issues that could impact the City.

Given the long-standing relationship between the City and the IFS, we propose a two-year renewal period structured as follows:

- Year 1 (July 1, 2025 – June 30, 2026): Total funding not to exceed $61,500.00 ($5,000.00/mo., expenses NTE $1,500 annually)
- Year 2 (July 1, 2026 – June 30, 2027): Total funding not to exceed $64,500.00 ($5,250.00/mo., expenses NTE $1,500 annually)

Invoices will be payable NET30 upon receipt of a monthly invoice, and reimbursement for customary business expenses will be limited to those supporting IFS travel to California or supporting City officials or priorities in DC.

IFS proposes that either party may terminate the agreement with 60 days written notice, at which time all obligations with the exception of any nondisclosure agreements and outstanding payments due would cease.

Again, thank you for the opportunity to provide this renewal proposal. Innovative Federal Strategies looks forward continuing to advance the City's government engagement priorities.

Sincerely,

Letitia H. White

Letitia H. White
Principal

Statement of Work

Innovative Federal Strategies will continue to assist the City of Banning in the following areas during the proposed period of the contract:

- Tracking and Reporting on Legislation and Emerging Policy
    - Continue to meet collaboratively with the City of Banning to remain intimately familiar with the City's priorities and the breadth of policies and issues of interest to the City;
    - Perform research on salient federal requirements, programs, processes, and legislative histories;
    - Track and report on legislation that affects programs or funding in areas of interest to the City;
    - Provide real-time situational awareness into the complex evolving current year budget environment to include passage of appropriations and authorization bills; and Continuing Resolutions;
    - Provide timely information on Congressional processes, schedules, and content; Member office and Committee appropriations and authorization request deadlines; Congressional hearing schedules, topics, and witnesses; Subcommittee and full Committee legislation mark-ups, subsequent floor debate and amendments; and conferences between the House and Senate;
    - Review committee hearing transcripts and other proceedings for relevant information of interest to the City;
- Build and Maintain Congressional Relationships with Members and Staff
    - Develop a Congressional relations engagement strategy, to include initiating, developing, maintaining, strengthening, and expanding relations between the City and its Congressional delegation;
    - Increase the visibility of City issues and priorities with Professional Staff Members on key Congressional committees;
    - Identify opportunities for City officials to testify before Congressional Committees if desired and, as appropriate, support testimony by City officials;
    - Track and provide real-time information on key personnel changes in Congressional offices and to membership of and assignments for Professional Staff Members of relevant Congressional Committees;

  - Facilitate meetings with Members of Congress, their staff and Professional Staff Members to provide information and advocate for City priorities.

- Implement Congressional Outreach Campaigns
  - Develop a comprehensive annual legislative strategy to address and accomplish City objectives;
  - Develop specific legislative proposals that align with City priorities for Congressional authorization and/or appropriations bills when appropriate;
  - Develop Congressional Subcommittee, Committee, and Floor strategies and tactics to address and advocate for City priority programs and legislation;
  - Draft and edit briefings, issue papers, technical amendments, testimony, other Congressional correspondence, and appropriations/authorization office and committee request forms as needed;
  - Develop questions for use by Members of Congress at hearings with federal agency witnesses on City priorities.

Innovative Federal Strategies will assist the City of Banning in maintaining strict compliance with all applicable federal statues, regulations, rulings and filing requirements including but not limited to laws, regulations and rules pertaining to lobbying activities conducted in connection with an IFS contract. IFS will comply with all federal, state, and local laws, regulations and rulings, including but not limited to all laws, regulations and rulings governing the registration and activities of advocates to the extent that said laws are applicable in our capacity as a registered lobbyist under the contract.

Project Management

Letitia White and Jean Denton will be the principal partners and will directly support the City's day-to-day engagement. However, all IFS members will be available to support the City's legislative priorities and interests.

Innovative Federal Strategies will provide monthly reports detailing all actions taken on behalf of the City of Banning to give real-time visibility into the work we are performing and the progress we are making to address and accomplish the City's priorities. Additionally, we will have periodic scheduled conference calls to discuss strategy, actions taken, and future plans, along with occasional ad-hoc calls to discuss emergent issues in response to legislative action or intelligence received from other congressional engagement.

Innovative Federal Strategies has a strict conflict of interest policy. In the event issues arise where interests between existing clients might conflict, the firm will notify both clients of the potential conflict in the interest of full disclosure and to judge whether, from either client's

perspective, a conflict exists that requires remediation. In the event a conflict is determined to exist, the firm, on a specific case-by-case basis and after discussion with both clients, will remain neutral on the issue in conflict. At this time, we do not believe any conflicts of interest exist between the City and the firm's existing clients.

Because we appreciate the challenges that cities face, IFS prides itself on offering very reasonable retainers to our municipal clients. We understand that you are responsible for providing a vast number of services to your residents, including public safety, wastewater collection and treatment, water supply and numerous other community services.

Innovative Federal Strategies has a valid license to conduct business in the District of Columbia, has paid required annual federal income taxes, has complied fully with all lobbying activity disclosure and reporting requirements to the U.S. Senate and the House of Representatives, and has no pending disputes with any clients or vendors.

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 24, 2025**
SUBJECT:	**Consideration of Resolution 2025-95, Approving a Report in Connection with the Proposed Collection on the 2025/2026 Riverside County Property Tax Roll of Delinquent Solid Waste Service Charges for Single-Family and Multi-Family Dwelling Accounts and Making a Determination of Exemption under CEQA**

RECOMMENDATION:

Hold the public hearing and adopt Resolution 2025-95.

BACKGROUND:

On April 27, 2021, the City Council approved a solid waste franchise agreement with Waste Management of the Inland Empire ("Waste Management") for Residential and Commercial Garbage, Recyclable Materials and Organics Waste Collection, Transportation, Recycling and Disposal Services ("Franchise Agreement"), effective July 1, 2021.

In accordance with the Franchise Agreement, on October 12, 2021, the City Council adopted Ordinance No. 1576, amending and restating Chapter 8.28, “Garbage Collection and Disposal,” of Title 8, “Health and Safety,” of the Banning Municipal Code. In addition to implementing many aspects of the new Franchise Agreement, the ordinance allows the collection of delinquent residential service charges on the County Tax Roll in accordance with the Franchise Agreement and Article 4 of Chapter 6 of Part 3 of Division 5 of the California Health and Safety Code, commencing with Section 5470 (“Article 4”). The operative date of the amendments to the Municipal Code was January 1, 2022.

Pursuant to Article 4, delinquent charges collected on the County Tax Roll will be collected in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the City.

The Franchise Agreement provides that Waste Management shall provide solid waste collection services to residential accounts, which includes both single-family dwellings (SFD) and multi-family dwellings (MFD). Pursuant to the Franchise Agreement, services provided to residential accounts that become delinquent are not able to be discontinued. In consideration of Waste Management not being able to discontinue residential services, the City committed to working with Waste Management in placing qualifying residential delinquencies on the County Tax Roll. To initiate the process, the Franchise Agreement requires Waste Management, on May 1st of each year or such other agreed upon date, to notify the City in writing that it seeks to have the City place qualifying delinquencies on the County Tax Roll. At no cost to the City, Waste Management is responsible for timely preparing required information, reports, notices, and materials.

Pursuant to the Franchise Agreement, a qualifying delinquent charge is a SFD or MFD charge that is at least 90 days in arrears and for which Waste Management has provided at least one written notice of the delinquency by mail to the service recipient and to the property owner, as listed on the last equalized assessment roll.

On April 28, 2025, Waste Management submitted a formal letter to the City requesting that qualifying SFD and MFD delinquent solid waste service charges for calendar year 2024 be placed on the Fiscal Year 2025/2026 County Tax Roll, together with a report which includes a description of each parcel within the City for which there is a qualifying delinquent charge ("Identified Parcel") and the delinquent amount for each Identified Parcel (the "Report"). The Report is on file in the office of the City Clerk. Amounts listed in the Report include past due charges for service and late fees (2.5% or $5 minimum on balances over $15). Additionally, County Tax Roll Fees amount to 10% of unpaid balances per occurrence.

For the calendar year 2024 period, Waste Management's request amounts to 889 delinquent residential accounts for a total principal balance of $309,127.98. The principal balance for each parcel includes unpaid charges for solid waste collection services (including extra services) for all or a portion of the period of January 1, 2024 through December 31, 2024, and monthly late fees.

JUSTIFICATION:

The action before the City Council is to conduct a Public Hearing to place calendar year 2024 residential delinquent accounts on the Fiscal Year 2025/2026 County Tax Roll.

At the Public Hearing, the City Council shall hear and consider all oral and written objections or protests, if any, to the Report and the collection of the delinquent accounts on the Fiscal Year 2025/2026 County Tax Roll. If the City Council finds at the conclusion of the Public Hearing that the protest is made by the owners of a majority of the separate Identified Parcels, then the Report shall not be adopted and the delinquent charges shall not be collected on the County Tax Roll. In the absence of a majority protest, the City Council may adopt this resolution for inclusion of residential delinquent accounts to be added to the Fiscal Year 2025/2026 County Tax Roll.

The notice of Public Hearing was mailed at least 14 days prior to the hearing to the owner of each Identified Parcel at the address shown on the last equalized assessment roll available on the date the Report was prepared or as known to the City Clerk, and to the address to which the invoices are customarily mailed, if different than the owner's address. The mailed notices describe the Council's intent to place delinquent solid waste charges on the Fisal Year 2025/2026 County Tax Roll, public hearing and protests process and deadline to resolve delinquent balances prior to submittal of the delinquencies to the County. In addition, notices of this public hearing were published in the Record Gazette on June 6, 2025 and June 13, 2025.

The following outlines the process for collecting delinquent solid waste charges:

1. Waste Management prepares an annual written Solid Waste Delinquency Report and submits a copy to the City. The delinquency report contains a description of each SFD and MFD parcel receiving solid waste services and the amount of the delinquent amount for each parcel that remains outstanding, which include service charges, late fees and a tax roll fee.
2. City staff evaluates delinquent residential accounts reported and continuously works with Waste Management to identify and resolve any identified inconsistencies. This process is pursued from the time the initial report is submitted by Waste Management through its final submittal to the County of Riverside.
3. At the public hearing, in absence of a majority protest, City Council approves the Solid Waste Delinquency Report and adopts a resolution authorizing the collection of delinquent solid waste charges to be placed on the annual County tax roll. City staff is authorized to decrease the

number of residential delinquent accounts and/or principal balances reported to the County, if necessary. Property owners that resolve their outstanding calendar year 2024 solid waste charges with Waste Management, or make partial payment to Waste Management prior to July 18, 2025, will be removed from the accounts submitted to the County of Riverside Auditor-Controller by the City for collection on the County Tax Roll or the amounts submitted will be reduced accordingly.

4. Following the final determination of the delinquent solid waste charges, the City shall file with the County of Riverside Auditor-Controller any remaining delinquent balances, including applicable late fees and tax roll fee, to be included on the respective property owner's Fiscal Year 2025/26 property tax bill.

Property owners have two options to resolve delinquent solid waste charges:

1. Resolve unpaid solid waste delinquencies with Waste Management before the July 18, 2025 deadline; or
2. Resolve unpaid solid waste delinquencies with the County of Riverside once delinquent charges are included on the Fiscal Year 2025/2026 property tax bill. Delinquent charges collected on the County Tax Roll will be collected in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the City.

CEQA

City staff has evaluated the proposed collection of the delinquent charges on the County Tax Roll for purposes of compliance with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines. City staff has determined that the proposed collection of delinquent charges on the tax roll is an activity covered by the common sense exemption in that it can be seen with certainty that there is no possibility that such collection may have a significant effect on the environment because the collection only addresses the cost of an existing service provided to the public and not the commencement of a new service or program. Accordingly, the process for the collection of the delinquent charges on the County Tax Roll is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3).

FISCAL IMPACT:

At no cost to the City, Waste Management shall be responsible, without limitation, for all costs associated with preparing required information, including but not limited to, reports, notices, and materials, publication costs, and Riverside County fees. The Franchise Agreement provides that the City will pay Waste Management moneys collected from the payment of the delinquent charges placed on the County Tax Roll, less the franchise fee equal to twelve and one-half percent (12.5%).

ALTERNATIVES:

1. In the absence of a majority protest, adopt Resolution 2025-XX, as recommended.
2. In the absence of a majority protest, adopt Resolution 2025-XX with modifications.
3. Reject Resolution 2025-XX and provide alternative direction to staff. If rejected, delinquent charges will not be collected on the Fiscal Year 2025/2026 County Tax Roll, and pursuant to the Franchise Agreement, Waste Management shall have the right to dispute the denial action by pursing measures outlined in the Franchise Agreement.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Resolution 2025-95, Solid Waste Delinquencies.docx
2. WM Letter.pdf
3. Publication.pdf

4. Sample Notification Letter.docx

RESOLUTION 2025-95

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A REPORT IN CONNECTION WITH THE PROPOSED COLLECTION ON THE 2025/2026 RIVERSIDE COUNTY PROPERTY TAX ROLL OF DELINQUENT SOLID WASTE SERVICE CHARGES FOR SINGLE-FAMILY DWELLING AND MULTI-FAMILY DWELLING ACCOUNTS, AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

WHEREAS, the City Council is authorized pursuant to Section 8.28.270 of the Banning Municipal Code and Article 4 of Chapter 6 of Part 3 of Division 5 of the California Health and Safety Code, commencing with Section 5470 ("HSC Code"), to levy and collect annual service charges for the collection, transportation, recycling and disposal of solid waste ("Charges") and to have the delinquent Charges for single-family dwelling (SFD) and multi-family dwelling (MFD) accounts collected on the County of Riverside Property Tax Roll ("County Tax Roll"); and

WHEREAS, the City Council agreed to undertake annual proceedings to collect qualifying delinquent Charges for SFD and MFD accounts on the County Tax Roll in consideration of its franchise agreement with Waste Management of the Inland Empire ("Waste Management") which provides that Waste Management may not discontinue collection services for these delinquent residential accounts due to nonpayment; and

WHEREAS, pursuant to HSC Section 5473, delinquent Charges collected on the County Tax Roll shall be collected in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the City; and

WHEREAS, pursuant to its solid waste franchise agreement with the City, Waste Management notified the City in writing on April 28, 2025, that it seeks to have the City collect qualifying delinquent Charges for SFD and MFD accounts for calendar year 2024 on the 2025/2026 County Tax Roll; and

WHEREAS, pursuant to the Franchise Agreement, a qualifying delinquent Charge is a Charge that is at least 90 days in arrears and for which Waste Management has provided at least one written notice of the delinquency by mail to the service recipient and to the property owner, as the property owner is listed on the last equalized assessment roll ("Delinquent Charge"); and

WHEREAS, the City has caused a written report to be prepared and filed with the City Clerk in accordance with HSC Sections 5473 and 5473a ("Report"). The Report contains a description of each parcel within the City for which there is Delinquent Charge in connection with a SFD or MFD account ("Identified Parcel") and the delinquent amount for each Identified Parcel. The City has received the Report, which is on file in the office of the City Clerk; and

WHEREAS, the City set a Public Hearing on the Report and collection of delinquent Charges on the 2025/2026 County Tax Roll for June 24, 2025 in the Council Chambers; and

WHEREAS, the notice of Public Hearing was mailed at least 14 days prior the hearing to the owner of each Identified Parcel at the address shown on the last equalized assessment roll available on the date the Report was prepared or as known to the City Clerk, and to the address to which the invoices are customarily mailed, if different than the owner's address; and notices of the Public Hearing were published in the Record Gazette on June 6, 2025 and June 16, 2025; and

WHEREAS, the City Council has held a full and fair Public Hearing regarding the Report and collection of the Delinquent Charges on the 2025/2026 County Tax Roll, and the City Council considered all oral and written protests or objections regarding the Report and the collection of the Delinquent Charges on the 2025/2026 County Tax Roll; and

WHEREAS, no majority protest, as determined in accordance with Health and Safety Code Section 5473.2, exists against the Report and collection of the Delinquent Charges on the 2025/2026 County Tax Roll.

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

SECTION 1. The City Council hereby overrules all protests and objections to the Report and collection of the Delinquent Charges on the Fiscal Year 2025/2026 Tax Roll and approves the Report as filed.

SECTION 2. The City Council approves the Delinquent Charges, including late fees and a tax roll fee, to be placed for collection on the 2025/2026 County Tax Roll.

SECTION 3. The City Manager or designee is authorized to decrease the number of SFD and MFD accounts and/or principal balances set forth in the Report prior to final submittal, should the Delinquent Charges be resolved or paid in part prior to the deadline identified in the notice of the Public Hearing, which is July 18, 2025.

SECTION 4. The City Clerk or designee is authorized and directed to file a certified copy of this Resolution and the Report with the County of Riverside Auditor-Controller.

SECTION 5. The City Council concurs with staff's determination that the proposed collection of the Delinquent Charges on the 2025/2026 County Tax Roll is exempt from the California Environmental Quality Act ("CEQA") because it can be seen with certainty that there is no possibility that such collection will have a significant effect on the environment because the collection of the Delinquent Charges on the County Tax Roll only addresses the cost of an existing service provided to the public and not the commencement of a new service or program. Consequently, the City Council finds the process for the collection of the Delinquent Charges on the 2025/2026 County Tax Roll is exempt from CEQA pursuant to State CEQA Guidelines Section 15061 (b)(3).

SECTION 6. 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 24th 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 2025-95, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held 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

WM
17700 Indian St
Moreno Valley, CA 92551

April 28, 2025

Mr. Art Vela, P.E.
Director of Public Works/City Engineer
City of Banning
99 East Ramsey Street
Banning, CA 92220

RE: 2024 Tax Roll Process

Dear Mr. Vela,

As a part of WM responsibilities, per Section 4.02.1 of the Franchise Agreement, WM is required to provide notification in writing by May 1st our intent to place delinquent accounts on tax roll for calendar year 2024.

4.02.1 Delinquent SFD and MFD Service Accounts. Contractor shall provide SFD and MFD Service Recipients with a notice of delinquency in the event of non-payment if an account is five (5) or more days past due. Contractor will not discontinue Collection Service from delinquent SFD and MFD Service Units. In consideration for Contractor's agreement to not discontinue Collection Service from delinquent SFD and MFD Service Units, City agrees to assist Contractor with placing and collecting qualifying delinquencies on the tax roll in accordance with Health & Safety Code §5473a. Contractor shall, by May 1st of each year or at such other time as agreed upon by City and Contractor, notify City in writing as to whether it will seek to have City place and collect qualifying delinquencies on the tax roll. Contractor shall be responsible for timely preparing, at no cost to City, all required information, reports, notices, and materials including without limitation, the report required by Health & Safety Code §5473, the notices required by Health & Safety Code §5473.1 and paying for any publication costs. City agrees that it shall within one-hundred twenty (120) days after the Effective Date of this Agreement adopt the necessary ordinance authorizing collection of eligible delinquent SFD and MFD Service Recipients on the tax roll, and to hold all hearings, timely publish all notices, and to timely make all filings required under the above sections, provided Contractor has timely provided the required information, reports, notices, and materials to City. For the purposes of this Section, a "qualifying delinquency" is an SFD or MFD Service Recipient that is at least ninety (90) days in arrears and for which Contractor has provided at least one written notice of the delinquency delivered to the service recipient and to the property owner, as that owner is listed on the last equalized assessment roll, by mail. City shall pay Contractor money collected from payment of the delinquent fees, less the Franchise Fee and the City's cost to administer the tax roll lien process.

Once we established the dates, we will provide the customer delinquent report, notification to customers, and all other required information and support for the hearing, and any other related activities to this matter.

Should you have any questions, please contact me at (951) 415-4389. Thank you for your time.

Respectfully,

Douglas Tani
WM Public Sector Manager

CITY OF BANNING NOTICE OF PUBLIC HEARING

Notice of Public Hearing Regarding the Proposed Collection of Delinquent Solid Waste Charges for Single-Family and Multi-Family Accounts on the Riverside County 2025-26 Tax Roll on

June 24, 2025 at 5:00 p.m.

City Council Chambers – 99 East Ramsey Street, Banning, CA 92220

The City of Banning ("City") levies and collects annual service charges for the collection, transportation, recycling and disposal of solid waste ("Charges"). The City's franchised hauler, Waste Management of the Inland Empire ("Waste Management"), bills and collects the Charges.

Pursuant to Section 8.28.270 of the Banning Municipal Code and Article 4 of Chapter 6 of Part 3 of Division 5 of the California Health and Safety Code, commencing with Section 5470 ("Article 4"), the City is authorized to have the delinquent Charges for single-family and multi-family accounts collected on the County of Riverside Property Tax Roll ("Tax Roll").
Delinquent Charges collected on the Tax Roll shall be collected in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the City.

Waste Management has requested the City to collect on the 2025-26 Tax Roll qualifying delinquent Charges for single-family and multi-family accounts for all or a portion of the 2024 calendar year. A qualifying delinquent Charge is a Charge that is at least 90 days in arrears and for which Waste Management has provided at least one written notice of the delinquency by mail to the service recipient and to the property owner, as the property owner is listed on the last equalized assessment roll ("Delinquent Charge").

The City has caused a written report to be prepared and filed with the City Clerk in accordance with Article 4 ("Report"). The Report contains a description of each parcel within the City for which there is Delinquent Charge in connection with a single-family or multi-family account ("Identified Parcel") and the delinquent amount for each Identified Parcel. The Report is on file in the City Clerk's Office, Banning City Hall, 99 East Ramsey Street, Banning, CA 92220. The amount to be collected on the Tax Roll includes the unpaid Charges, accrued late fees, and a 10% Tax Roll fee.

NOTICE IS HEREBY GIVEN that the City Council will hold a **public hearing** on the Report on Tuesday, June 24, 2025 at 5:00 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers, located at 99 East Ramsey Street, Banning, CA, 92220. The public hearing may be continued from time to time.

At the public hearing, the City Council will hear and consider all oral or written objections or protests to the Report and the collection of the Delinquent Charges on the County Tax Roll. Written protests may be personally delivered to the City Clerk during the public hearing or personally delivered to the City Clerk's Office, Banning City Hall, 99 E. Ramsey Street, Banning, CA 92220. Written protests may also be mailed to the City Clerk's Office, P.O. Box 998, Banning CA 92220. Written objections or protests must arrive by 5:00 pm on June 24, 2025 to be counted. A written protest must clearly state the signer's opposition to the collection of the Delinquent Charges on the Tax Roll, identify the parcel for which the protest is being submitted, and include an original signature of the person submitting the protest.

If, at the conclusion of the public hearing, protest is made by the owners of a majority of the separate Identified Parcels, the Delinquent Charges shall not be collected on the 2025-26 Tax Roll, but may be collected by other means, including a collection action.
If a delinquent amount and accrued late fees are paid in full or in part or otherwise cleared by July 18, 2025, the delinquent amount set forth in the Report and late fees will be removed or reduced as applicable.

For questions or additional information regarding the public hearing, you may call the Public Works Department at (951) 922-3130 or email refuse@banningca.gov.

Si necesita ayuda para entender la información de esta notificación por favor llame al **(951) 922-3130.**

NOTICE OF PUBLIC HEARING ON DELINQUENT SOLID WASTE SERVICE CHARGES

May XX, 2025

TOTAL BALANCE DUE ON ACCT AS OF May XX, 2025: «Total_MAS»
MINIMUM AMOUNT DUE TO AVOID TAX ROLL: «Principal»

«OwnerName»
«MailAddress»
«MailCityState» «MailZip»

SERVICE LOCATION:
«NAME»
«HOUSE» «STREET»
«CITY», «STATE» «ZIPCOD»
ACCOUNT #: «COMPANY»-«CUSTOMER»
PARCEL #: «ParcelNo»

Your property has been identified as having unpaid charges for solid waste collection services for all or a portion of the period January 1, 2024 – December 31, 2024. Please be aware that under an agreement with its contract trash hauler, Waste Management of the Inland Empire ("Waste Management"), the City of Banning ("City") is authorized to annually place delinquent solid waste charges, together with accrued late fees and a Tax Roll fee, on the coming year's County property tax roll pursuant to Section 8.28.270 of the Banning Municipal Code and Article 4 of Chapter 6 of Part 3 of Division 5 of the California Health and Safety Code, commencing with Section 5470 ("Article 4"). This is done to avoid unnecessary City-wide rate increases in future years or a reduction in solid waste services. Delinquent charges collected on the County tax roll shall be collected in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the City.

The Minimum Amount Due to Avoid Tax Roll referenced above includes unpaid charges for all or a portion of the period January 1, 2024 - December 31, 2024 and accrued late fees. If such amount is <u>not paid or the amount otherwise cleared by July 18, 2025</u>, this amount, together with a 10% Tax Roll fee, will be considered for collection on your County property tax bill for the coming fiscal year (2025-26).

Waste Management has prepared a written report which has been filed with the City Clerk in accordance with Article 4 ("Report"). The Report contains a description of each parcel within the City for which there are unpaid charges for solid waste collection services for all or a portion of the period January 1, 2024 through December 31, 2024 in connection with a single-family or multi-family account ("Identified Parcel") and the amount to be collected on the County Tax Roll for each Identified Parcel. As described above, the amount to be collected on the Tax Roll includes unpaid charges, accrued late fees and a Tax Roll fee.

The Banning City Council will conduct a public hearing on delinquent solid waste service charges at the following date and time at which time it will consider the Report and the placement of unpaid charges on property tax bills:

5:00 P.M.
June 24, 2025
Banning City Hall
99 E Ramsey St.
Banning, CA 92220

At the public hearing, the City Council will hear and consider all oral or written objections or protests to the Report and the collection of delinquent solid waste service charges on the County tax roll. Written protests may be personally delivered to the City Clerk during the public hearing or personally delivered to the City Clerk's Office, Banning City Hall, 99 E. Ramsey Street, Banning, CA 92220. Written protests may also be mailed to the City Clerk's Office, P.O. Box 998, Banning, CA 92220 and must arrive by <u>5:00 P.M. on June 24, 2025 to be counted.</u> A written protest must clearly state the signer's opposition to the collection of the delinquent charges on the County tax roll, identify the parcel for which the protest is being submitted, and include an original signature of the person submitting the protest. If, at the conclusion of the public hearing, protest is made by the owners of a majority of the identified Parcels, the delinquent charges shall not be collected on the 2025-26 Tax Roll but may be collected by other means including a collection action.

If your property is a rental unit, this notice may indicate your tenant has not paid charges for solid waste services. The Banning Municipal Code makes solid waste disposal the responsibility of all property owners in the City. If tenants do not pay their solid waste service charges, the bill becomes the legal obligation of the property owner. Waste Management is willing to send property owners quarterly notices on rental units, so owners will be aware if their tenants have failed to pay. Call Waste Management at the number listed below to arrange for this service.

If you have recently acquired the property identified in this notice, you may not be responsible for charges for service prior to your purchase. You may establish the effective date of the change of ownership by providing a copy of the escrow document or grant deed to Waste Management.

Questions regarding unpaid charges should be directed to **Waste Management at (866) 949-9719**.

For your convenience, payments can now be made on-line at www.wm.com, or by automated attendant at 1-866-964-2729 using your WM Customer ID# «WM_ezPay_#».

For questions or additional information regarding the public hearing, you may call the Public Works Department at (951) 922-3130 or email refuse@banningca.gov.

Si necesita ayuda para entender la información de esta notificación por favor llame al (951) 922-3130.

Waste Management of the Inland Empire ~ PO BOX 3020 ~ Monroe ~ WI ~ 53566 ~ 866-949-9719

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Robert Fisher, Acting City Manager**
PREPARED BY:	**Mikki Sherry, Supervising Fire Marshall** **David Newell, Community Development Director**
MEETING DATE:	**June 24, 2025**
SUBJECT:	**Consideration of Introduction and First Reading of Ordinance 1610, Adopting the Fire Hazard Severity Zones within the City of Banning Based on Maps Provided by the California Department of Forestry and Fire Protection by Amending the Banning Municipal Code Section 8.16.020 and Chapter 15.28**

RECOMMENDATION:

Introduce by title only and waive further reading of Ordinance 1610.

BACKGROUND:

In 1992, Fire Hazard Severity Zone (FHSZ) classification in the Local Responsibility Areas (LRA) was established with Assembly Bill (AB) 337 in response to the Panorama and Tunnel Fires. From 2008 to 2011, CAL FIRE worked to designate areas as Very High Fire Hazard Severity Zones (VHFHSZ) within the Local Responsibility Area (LRA). During this time local governments were required to adopt the maps as recommended or adjust the recommendation to be more or even less restrictive.

In 2021, Senate Bill (SB) 63 expanded the scope of Fire Hazard Severity Zones (FHSZ) classifications by mandating the identification of additional zones, including Moderate and High Fire Hazard Severity Zones, in addition to the existing Very High. In 2022, Assembly Bill (AB) 211, as codified in Government Code Section 51179, reinforced these mandates and required local agencies to formally designate, by ordinance, all three classifications within 120 days of receiving the recommendations from the State Fire Marshal. The bill also eliminated the local governments' ability to downgrade the hazard levels recommended by the State Fire Marshal.

The classification of Fire Hazard Severity Zones (FHSZ) in California has evolved significantly over the past several decades in response to the increasing threat of wildfires. The State of California, through the Office of the State Fire Marshal (OSFM) and in collaboration with local jurisdictions, has developed a systematic approach to identifying and classifying areas based on their wildfire hazard potential.

Fire Hazard Severity Zones (FHSZ) are designated based on the likelihood of fire occurring and its expected behavior over a 30 to 50-year period. These zones are determined using factors such as fuel loading, terrain, fire weather conditions, historical fire activity, and wind patterns.

The previous Fire Hazard Severity Zones (FHSZ) maps in California were developed and adopted by the California Department of Forestry and Fire Protection (CAL FIRE) to identify areas at significant risk of wildfires. These maps, which classify zones as moderate, high, or very high fire hazard severity, were originally created using fire history, topography, vegetation, and climate data. They were first

implemented in 2007 for State Responsibility Areas (SRA), where CAL FIRE has primary jurisdiction, and later incorporated into Local Responsibility Areas (LRA) through local government planning and building regulations. The adoption of these maps played a crucial role in guiding land-use decisions, establishing building codes, and informing mitigation efforts to reduce wildfire risks. However, as fire behavior has evolved due to climate change, prolonged drought, and increased development in wildland-urban interface (WUI) areas, the need for updated maps has become evident to ensure accurate risk assessments and effective fire prevention strategies.

JUSTIFICATION:

The designation of Fire Hazard Severity Zones (FHSZ) under Government Code section 51178 requires local agencies to engage in a transparent and participatory process to ensure that affected communities have access to updated wildfire hazard information. The updated Fire Hazard Severity Zones (FHSZ) maps were released on March 24, 2025, triggering the requirement for local agencies to make this information available for public review and comment within 30 days of receipt. In compliance with this requirement, the map was posted on the City of Banning's website for public access and review on April 2, 2025. The City also held an informational workshop with the City Council on April 22, 2025.

Under Government Code Section 51179, cities and other local agencies are required to adopt the State's Fire Hazard Severity Zones (FHSZ) Map recommendation for Local Responsibility Areas (LRA's) within 120 days of receiving them. Government Code section 51179(b)(3) prohibits any local agency from decreasing the severity of the zones as identified by the State Fire Marshal for any area within the jurisdiction.

To adopt the FHSZ Map, the draft ordinance proposes repealing Chapter 15.28, Fire Districts, and amending Chapter 8.16, Fire Protection Code. Chapter 15.28 of Title 15 (Buildings and Construction) includes old references that are no longer applicable and therefore requires repealing this Section. Chapter 8.16 is proposed to be amended by identifying the FHSZ Map received on March 24, 2025, as the City's adopted map within the paragraph referenced as Chapter 49 of Section 8.16.020.

FISCAL IMPACT:

There is no fiscal impact on the City of Banning.

ALTERNATIVES:

Do not introduce Ordinance 1610, to adopt the updated Local Responsibility Areas (LRA) Fire Hazard Severity Zone (FHSZ) Map as mandated by the State.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Ordinance 1610 Adopting City of Banning Fire Maps
2. City of Banning Local Responsibility Area Fire Hazard Severity Zones.pdf
3. Existing Chapter 8.16 Fire Protection Code
4. Existing Chapter 15.28 Fire Districts

ORDINANCE 1610

AN ORDINANCE OF THE CITY OF BANNING, CALIFORNIA, ADOPTING THE FIRE HAZARD SEVERITY ZONES WITHIN THE CITY OF BANNING BASED ON MAPS PROVIDED BY THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION BY AMENDING THE BANNING MUNICIPAL CODE SECTION 8.16.020 AND CHAPTER 15.28

WHEREAS, California Government Code Section 51178 establishes the responsibility of the State Fire Marshal to identify areas within the state as Moderate, High, and Very High Fire Hazard Severity Zones, based on consistent statewide criteria and the severity of fire hazards expected to prevail in those areas; and

WHEREAS, California Government Code Section 51175 requires California Department of Forestry and Fire Protection (CAL FIRE) to evaluate fire hazard severity within Local Responsibility Areas and to identify where the Very High Fire Hazard Severity Zones exist; and

WHEREAS, Senate Bill 63 (2021) expanded the State Fire Marshal's evaluation requirements to include Moderate and High Fire Hazard Severity Zones within the Local Responsibility Areas; and

WHEREAS, the Fire Hazard Severity Zone maps have been updated to more accurately reflect the zones in California that are susceptible to wildfire, utilizing the Fire Hazard Severity Zone model established by the Office of the State Fire Marshal; and

WHEREAS, pursuant to Government Code Section 51178.5, the City of Banning made the updated Fire Hazard Severity Zones map available for public review and comment within thirty (30) days of its receipt on March 24, 2025; and

WHEREAS, pursuant to Government Code Section 51179(a), the City is required to adopt the updated Fire Hazard Severity Zones map by ordinance within one hundred twenty (120) days of its receipt on March 24, 2025; and

WHEREAS, the City Council hereby designates the Fire Hazard Severity Zones as required by CAL FIRE pursuant to Government Code Section 51178; and

WHEREAS, the Local Responsibility Area Fire Hazard Severity Zones map, as updated by CAL FIRE and the Office of the State Fire Marshal, is hereby incorporated by reference; and

WHEREAS, the Fire Hazard Severity Zones Map will be located electronically on the City's website at www.ci.banning.ca.us and maintained in the Office of the Fire Marshal.

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

SECTION 1. RECITALS. That the above Recitals are true and correct and are incorporated as though fully set forth herein.

SECTION 2. CEQA. The City Council finds that the proposed actions are not a project subject to the California Environmental Quality Act ("CEQA"). (State CEQA Guidelines, § 15060(c)(3).) Section 15378 of the State CEQA Guidelines provides that organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment do not qualify as a project subject to CEQA. Here, the proposed actions constitute an organization or administrative activity that will not result in direct or indirect physical changes in the environment because it involves the designation of FHSZs in the Local Responsibility Areas as recommended by the Office of the State Fire Marshal and amendments to the City's Fire Code

SECTION 3. REPEAL FIRE DISTRICTS, CHAPTER 15.28. Chapter 15.28 of the City of Banning Municipal Code, titled "Fire Districts," is hereby repealed in its entirety.

SECTION 4. AMEND FIRE PROTECTION CODE, CHAPTER 8.16. Chapter 49 (Requirements for Wildland-Urban Interface Fire Areas) of Section 8.16.020 - Amendments to California Fire Code, is hereby repealed and amended as follows:

…

CHAPTER 49 REQUIREMENTS FOR WILDLAND-URBAN INTERFACE AREAS

Fire Hazard Severity Zones Map

In accordance with Government Code Sections 51175 through 51189, the Moderate, High, and Very High Fire Hazard Severity Zones designated by the California Department of Forestry and Fire Protection, as shown on the Fire Hazard Severity Zones map dated March 24, 2025, and retained on file at the office of the Fire Chief, are hereby adopted by reference. This map supersedes any previously adopted Fire Hazard Severity Zones or related maps within the jurisdiction of the City of Banning.

…

All other remaining provisions of Section 8.16.020 shall remain unchanged and continue in full force and effect.

SECTION 5. CONFLICTING PROVISIONS REPEALED

Any provision of the City of Banning Municipal Code, or any ordinances or resolutions, that conflict with this Ordinance is hereby repealed to the extent of such conflict.

SECTION 6. EFFECTIVE DATE OF ORDINANCE

That this ordinance shall take effect thirty (30) days after its second reading and adoption by the City Council.

SECTION 7. CERTIFICATION

That the City Clerk shall certify the passage of this Ordinance and shall cause the same to be published according to law.

INTRODUCED at a regular meeting of the City Council on June 24, 2025, and PASSED, APPROVED, and ADOPTED by the City Council on _____, 2025, by the following vote.

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, Deputy City Clerk of the City of Banning, California, do hereby certify that Ordinance 1610 was duly introduced at a regular meeting of the City Council of the City of Banning, held on the 24th day of June, 2025, and was duly adopted at a regular meeting of said City Council on the __th day of _____, 2025, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

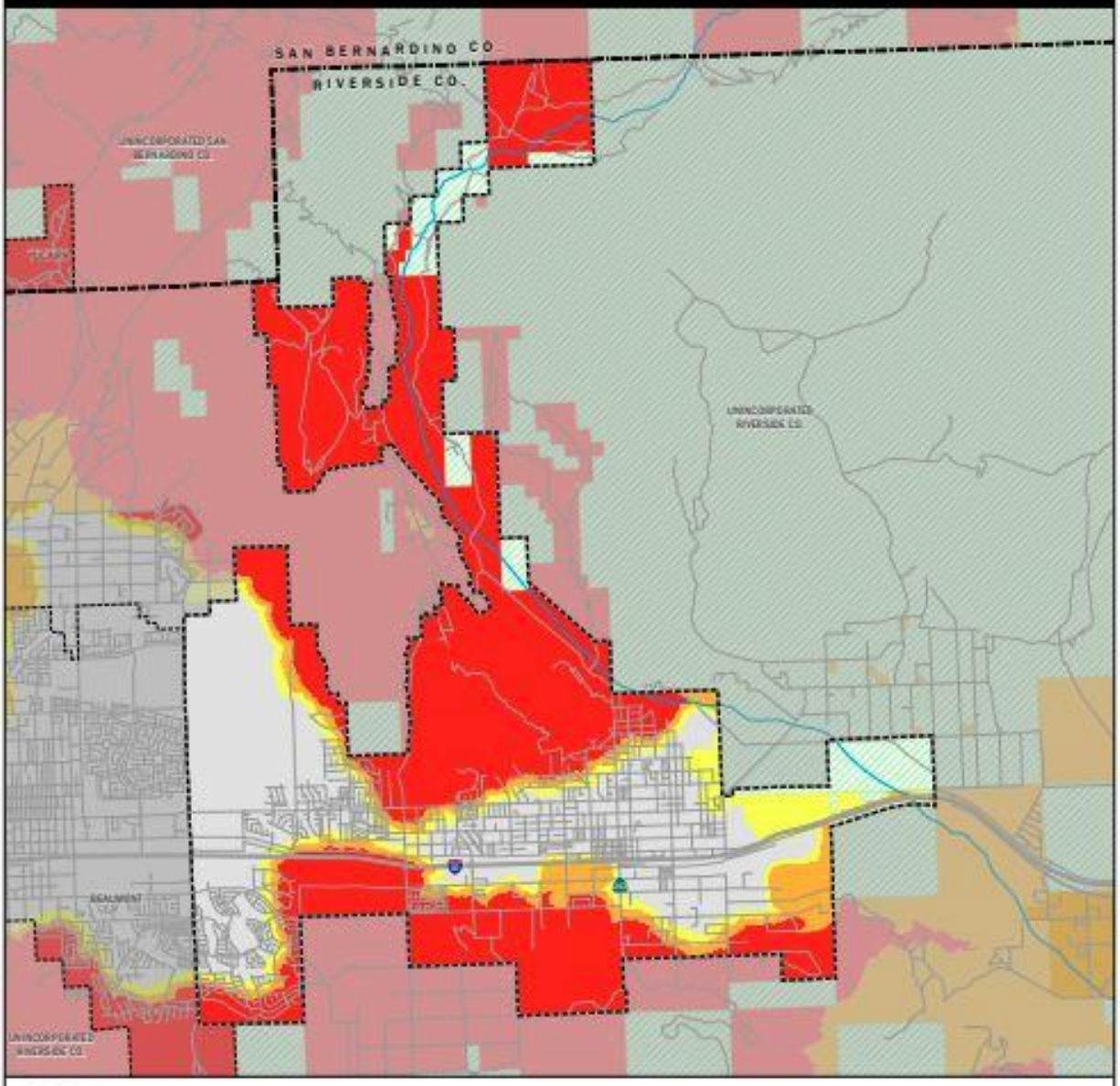
_____
Caroline Patton, Administrative City Clerk
City of Banning, California

CITY OF BANNING – RIVERSIDE COUNTY

Local Responsibility Area Fire Hazard Severity Zones

As Identified by the State Fire Marshal

March 24, 2025



Fire Hazard Severity Zones (FHSZ) in Local Responsibility Area (LRA), as Identified by the State Fire Marshal

Very High | High | Moderate

Fire Hazard Severity Zones in State Responsibility Area (SRA), Effective April 1, 2024

Very High | High | Moderate

Mi 0 1 2 3

Km 0 1 2 3 4 5

Projection: NAD 83 California Teale Albers
Scale: 1:64,000 at 11" x 17"

Incorporated City | Federal Responsibility Area (FRA) | Unzoned LRA

Government Code section 51178 requires the State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather, and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

The State of California and the Department of Forestry and Fire Protection make no representations or warranties regarding the accuracy of data or maps. Neither the State nor the Department shall be liable under any circumstances for any direct, special, incidental, or consequential damages with respect to any claim by any user or third party on account of, or arising from, the use of data or maps.

Gavin Newsom, Governor, State of California

Wade Crowfoot, Secretary for Natural Resources, CA Natural Resources Agency

Joe Tyler, Director/Fire Chief, CA Department of Forestry and Fire Protection

Daniel Berlant, State Fire Marshal, CA Department of Forestry and Fire Protection

Data Sources:

CAL FIRE Fire Hazard Severity Zones (FHSZSRA23_3, FHSZLRA_25_1)

CAL FIRE State Responsibility Areas (SRA25_1)

City and County boundaries as of 10/22/24 (CA Board of Equalization)

Chapter 8.16 - FIRE PROTECTION CODE

Footnotes:

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***Editor's note—** Section 2 of Ord. No. 1503, adopted Dec. 12, 2016, repealed and replaced in its entirety ch. 8.16 to read as herein set out. Former ch. 8.16 pertained to the same subject matter, consisted of §§ 8.16.010—8.16.050 and derived from the 1965 Code; Ord. 1380; and Ord. No. 1468, adopted Feb. 11, 2014.*

8.16.010 - Application and adoption of the California Fire Code.

Except as stated in this section or as amended below in section 8.16.020 of this chapter, all of the provisions and appendices of the 2022 California Fire Code, inclusive of all of the inclusions and exclusions set for in each chapter's matrix, are hereby adopted and shall apply to the City of Banning. In addition, the following provisions that are excluded in the 2022 California Fire Code are hereby adopted: Chapter 1 (excluding Sections 103.2 and 109.3), Chapters 3 and 25, and Sections 403.12, 503, 510.2, and 1103.2.

(Ord. No. 1503, § 2, 12-12-16; Ord. No. 1555, § 1, 12-10-19; Ord. No. 1586, § 2, 11-8-22)

8.16.020 - Amendments to California Fire Code.

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

CHAPTER 1. SCOPE AND ADMINISTRATION

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

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

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

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

1. Construction and design provisions of this code pertaining to the exterior of the structure shall apply including, but not limited to, premises identification, fire apparatus access and water supplies. Where interior or exterior systems or devices are installed, construction permits required by Section 105.7 of this code shall apply.

2. Administrative, operational and maintenance provisions of this code shall apply.

3. Automatic fire sprinkler system requirements of this code shall apply to detached accessory buildings 3,600 square feet (334 m^2) or greater in accordance with Section 903.2. The provisions contained in Section 903.2.18 of the California Fire Code or Section R309.6 of the California Residential Code may be used for the design of the automatic fire sprinkler system for detached private garages.

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

104.1.1 Authority of the Fire Chief and Fire Department.

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

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

2.1. The prevention of fires.

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

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

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

2.5. The maintenance and regulation of fire escapes.

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

2.7. The maintenance of means of egress.

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

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

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

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

3.3. The Riverside County Sheriff and any deputy sheriff.

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

3.5 Officers of the California Highway Patrol.

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

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

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

Sections 104.7 and 104.7.1 of the California Fire Code are deleted in their entirety and replaced with the following:

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

Section 104.13 is added to Section 104 of the California Fire Code to read as follows:

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

Section 105.3.1 of the California Fire Code is amended to add the following language:

105.3.1 Expiration. An operational permit shall remain in effect for a period of one (1) year (365 days), unless otherwise reissued, renewed, or revoked, or for such a period of time as specified in the permit and as specified in writing by the Fire Code Official.

Section 107.2 of the California Fire Code is deleted in its entirety and replaced with the following:

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

Section 107.7 is added to Section 107 of the California Fire Code to read as follows:

107.7 Cost recovery. Fire suppression, investigation, rescue, or emergency medical costs are recoverable in accordance with Health and Safety Code Sections 13009 and 13009.1, as may be amended from time to time. Additionally, any person who negligently, intentionally, or in violation of law causes an emergency response, including, but not limited to, a traffic accident, spill of toxic or flammable fluids or chemicals is liable for the costs of securing such emergency, including those costs pursuant to Government Code Section 53150 et seq., as may be amended from time to time. Any expense incurred by the Riverside County Fire Department for securing such emergency shall constitute a debt of such person and shall be collectable by Riverside County in the same manner as in the case of an obligation under contract, express or implied.

Section 108.2 of the California Fire Code is amended to add the following language:

108.2 Inspections. The Fire Code Official shall issue an annual permit for a building, structure, and operations therein.

Section 111.1 of the California Fire Code is deleted in its entirety and replaced with the following:

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

Section 112.4 of the California Fire Code is deleted in its entirety and replaced with the following:

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

CHAPTER 2. DEFINITIONS

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

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

CHAPTER 3. GENERAL REQUIREMENTS

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

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

CHAPTER 5. FIRE SERVICE FEATURES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 507.5.8 is added to Section 507 of the California Fire Code to read as follows:

507.5.8 Fire hydrant street marker. Fire hydrant locations shall be visually indicated in accordance with Riverside County Fire Department Technical Policy 06-11, as may be amended from time to time. Any hydrant marker damaged or removed during the course of street construction or repair shall be immediately replaced by the contractor, developer or person responsible for removal or damage.

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

508.1 General. Where required by other sections of this code and in all buildings classified as high-rise buildings by the California Building Code, in buildings greater than 300,000 square feet (27871 m^2) in area and in Group I-2 occupancies having occupied floors located more than 75 feet above the lowest level of fire department vehicle access, a fire command center for fire department operations shall be provided and comply with Sections 508.1.1 through 508.1.8.

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

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

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

Exception: A fire command center solely required because a building is greater than 300,000 square feet (27871 m^2) in area shall be a minimum of 96 square feet (9 m 2) with a minimum dimension of 8 feet (2438 mm).

Section 508.1.6 of the California Fire Code is amended to add the following:

Exception: A fire command center solely required because a building is greater than 300,000 square feet (27871 m^2) in area shall comply with NFPA 72 and contain the features set forth in Section 508.1.6 subsections 5, 8, 10, 12, 13 and 14. The features set forth in Section 508.1.6 subsections 1, 2, 3, 4, 6, 7, 9, 11, 15, 16, 17, 18 and 19 shall be required when such building contains systems or functions related to these features.

Section 508.1.7 of the California Fire Code is deleted in its entirety and replaced with the following:

508.1.7 Fire command center identification. The fire command center shall be identified by a permanent easily visible sign stating, "Fire Dept. Command Center," located on the door to the fire command center.

Section 509.2.1 is added to Section 509.2 of the California Fire Code to read as follows:

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

CHAPTER 6. BUILDING SERVICES AND SYSTEMS

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

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

CHAPTER 9. FIRE PROTECTION SYSTEMS

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

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

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

1. Detached Group U occupancies used for agricultural or livestock purposes, less than 5,500 square feet (511 m^2), and having setback distances of 50 feet (15 m) or more from the property line and other buildings.

2. Detached non-combustible equestrian arena shade canopies that are open on all sides and used for riding only - no commercial, assembly or storage uses.

3. Detached fabric or non-combustible shade structures that are open on all sides and used to shade playground equipment, temporary storage of vehicles and dining areas with no cooking.

4. Detached Group U occupancy greenhouses less than 5,500 square feet (511 m^2).

5. Where determined by the Fire Chief that no major life safety hazard exists, and the fuel load does not pose a significant threat to firefighter safety or to other structures or property, automatic fire sprinklers may be exempted.

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

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

a. Exception in Section 903.2.3

b. Exception 2 in Section 903.2.11.3

Section 903.3.5.3 is added to Section 903 of the California Fire Code to read as follows:

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

CHAPTER 32. HIGH-PILED COMBUSTIBLE STORAGE

Section 3204.2.1 is added to Section 3204.2 of the California Fire Code to read as follows:

3204.2.1 Minimum requirements for client leased or occupant owned warehouses. Designs of an automatic sprinkler system for client leased or occupant owned buildings containing high pile storage shall be based on the requirements of NFPA 13. The responsible fire protection engineer shall perform a survey of the building to determine commodity classification, storage configuration, building height and other information related to the development of an appropriate sprinkler system design. The fire protection engineer shall also make reasonable efforts to meet with the building owner or operator to understand seasonal or customer related fluctuations to the stored commodities, storage height, and configuration. The sprinkler design shall be based on the most demanding requirements determined through the onsite survey and discussions with the building owner or operator. The technical report shall describe the basis for determining the commodity and sprinkler design selection, how the commodities will be isolated or separated, and include referenced design document(s), including NFPA 13 or the current applicable factory mutual data sheets. If a specific fire test is used as the basis of design, a copy of the fire test report shall be provided at the time of plan review.

CHAPTER 49. REQUIREMENTS FOR WILDLAND-URBAN INTERFACE FIRE AREAS

Section 4904.4 is added to Section 4904 of the California Fire Code to read as follows:

4904.4 High Fire Hazard Severity Zone Maps. In accordance with Government Code Sections 51175 through 51189, Very High Fire Hazard Severity Zones are designated as shown on a map titled Very High Fire Hazard Severity Zones, dated December 24, 2009, and retained on file at the office of the Fire Chief, which supersedes other maps previously adopted designating high fire hazard areas.

———

APPENDIX B

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

TABLE B105.2

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

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

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

a. The reduced fire-flow shall be not less than 1,000 gallons per minute.
b. The reduced fire-flow shall be not less than 1,500 gallons per minute.

APPENDIX C

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

C103.1 Hydrant spacing. Fire apparatus access roads and public streets providing required access to buildings in accordance with Section 503 of the International Fire Code shall be provided with one or more fire hydrants, as determined by Section C102.1. Where more than one fire hydrant is required, the distance between required fire hydrants shall be in accordance with Sections C103.2 and C103.3. Fire hydrants shall be provided at street intersections."

(Ord. No. 1555, § 1, 12-10-19; Ord. No. 1586, § 2, 11-8-22; Ord. No. 1595, § 2, 9-12-23)

Chapter 15.28 - FIRE DISTRICTS

15.28.010 - Fire zones generally.

The fire districts shall be known and designated as Fire Zones One, Two and Three. Such zones shall include the territory or portions of the city described in the following section and as illustrated, outlined and designated on a certain map on file in the office of the city clerk for the application of the regulations included in the California Building Code adopted by Section 15.08.010.

(Code 1965, § 6-09.01.)

(Ord. No. 1555, § 21, 12-10-19)

15.28.020 - Description of fire zones.

Fire Zones One, Two and Three of the city are hereby created and established as follows:

A. Fire Zone One. None established;

B. Fire Zone Two. Fire Zone Two shall consist of all that territory in this city included in the following boundaries:

Beginning at the intersection of Murray Street and Livingston Street; north along the centerline of Hays Street to the centerline of Third Street; south along the centerline of Third Street to the centerline of Livingston Street; east to the centerline of Murray Street, being the point of beginning;

C. Fire Zone Three. Fire Zone Three shall consist of all that certain territory in this city lying outside of Fire Zone Two.

(Code 1965, § 6-09.02.)

15.28.030 - Restrictions related to fire zones.

A. The restrictions in Fire Zones One, Two and Three shall consist of and be the restrictions provided for in the California Building Code adopted by Section 15.08.010 except as hereby specifically amended.

B. Notwithstanding any contrary provisions of this Code, including provisions of the California Building Code as adopted or as amended, it shall be unlawful for any person, firm or corporation to erect, construct, or move in any building or structure in the city unless the same is provided with a fire-retardant roof covering as defined in section 3203(e) of the California Building Code 1979 Edition, or a roofing material designated as Class A or B by a testing laboratory which has

been approved by the superintendent of building safety and the fire chief of the fire department as a testing agency that is regularly engaged in conducting test Class A or B roofing. No wood roof-covering of any type shall be permitted within the city limits.

C. It shall be unlawful for any person, firm or corporation to make any alterations, repairs, improvements or additions to any building or structure in the city involving the removal, repair, replacement or installation of roofing material on more than fifty percent of the roof of such structure or building within any twelve-month period unless the roof area so altered, repaired, improved or added to is provided with a roof or roof covering as provided in subsection A of this section.

(Code 1965, § 6-09.03.)

(Ord. No. 1555, § 22, 12-10-19)

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Robert Fisher, Acting City Manager**
PREPARED BY:	**Robert Fisher, Acting City Manager**
MEETING DATE:	**June 24, 2025**
SUBJECT:	**Consideration of Resolution 2025-96, Approving a Budget Change Request related to Opportunity Village**

RECOMMENDATION:

Adopt Resolution 2025-96.

BACKGROUND:

Opportunity Village began in 2019 to address supportive housing for people in the City of Banning California. The goal of the program is to provide at least 90 days of transitional housing and client case management for individuals in need. The housing program is funded through a state grant. The Program is administered by the California Interagency Council on Homelessness ("Cal ICH") in the Business, Consumer Services and Housing Agency.

JUSTIFICATION:

The City of Banning has subsequently put into place approximately (20) very small portable houses between the Interstate-10 freeway and the Union Pacific Railroad. Although the city had good intentions at the time, we are suffering from unintended consequences. In placing these homes between the freeway and the railroad tracks the occupants are suffering from carcinogens from vehicle exhaust, diesel fumes and fumes from train exhaust. Along with this, the homes are a mere 150 feet away from the railroad track. Trains are required by federal law to activate a horn when approaching an intersection. Train horns can reach decibel levels between 96 and 100. In some cases, these air horns can even reach higher levels, up to 145 decibels. Many residents have complained that it is inhumane to house people in these conditions.

FISCAL IMPACT:

TBD

ALTERNATIVES:

1. City Council to provide direction to staff on whether to move forward with a Budget Change Proposal. This includes authorizing the Acting City Manager to dismantle Opportunity Village and sell at auction selected items purchased with grant funds and/or place these items with city departments as needed. Rent houses or apartments within Riverside County to house Banning's homeless population.
2. Allow Opportunity Village remain at its current location with no budget adjustments.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Resolution 2025-96, Opportunity Village Defunding.docx

RESOLUTION 2025-96

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING BUDGET ADJUSTMENTS RELATED TO OPPORTUNITY VILLAGE

WHEREAS, Opportunity Village is funded through the city and community and was provided housing for people in the City of Banning with the goal of providing transitional housing and client case management for individuals in need; and,

WHEREAS, the City of Banning strives to provide safe housing; and,

WHEREAS, the City of Banning is committed to helping low-income or at risk and unhoused individuals obtain and retain resources to meet their housing needs.

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

SECTION 1. The City Council authorizes the City Manager to make necessary changes, and to make budget adjustments with the California Department of Housing and community Development. The City Manager is authorized to reduce staff and defund the position of Homeless Services Director and Case Manager Specialist.

SECTION 2. The City Council authorizes the City Manager, or designee, to make necessary adjustments to contract services for the unhoused, including, but not limited to lease agreements for rent, along with utilities payments and the purchase of household items. The dismantlement of Opportunity Village along with the selling or auctioning of Opportunity Village assets.

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 24th 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 2025-96, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held 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

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Robert Fisher, Acting City Manager**

PREPARED BY: **Barbara Mason, Chief Procurement Officer**
Barbara Mason, Chief Procurement Officer

MEETING DATE: **June 24, 2025**

SUBJECT: **Review and Discussion of Travel Authorization for Leroy Miller and Travel Authorization for Colleen Wallace to League of California Cities Annual Conference in Long Beach, CA.**

RECOMMENDATION:

Direct Staff to process the Travel Authorization for Leroy Miller and Travel Authorization for Colleen Wallace to League of California Cities Annual Conference in Long Beach, CA in the amount of $1,692.32 each.

BACKGROUND:

The City Council attends many events, conferences, and training sessions while serving the City of Banning. The rules for these events and expenses are enforced by the Reimbursement Policy for Elected and Appointed Officials as well as by Policy E-3 Travel and Meeting Policy. According to the City Travel & Meeting Policy (E-3) approved by Resolution 2020-009 and the Reimbursement Policy for Elected and Appointed Officials approved by Resolution 2023-93, all City travel and conference expenses must be approved by the City Manager prior to the date of travel.

In May, the League of California Cities announced their Annual Conference in Long Beach, CA scheduled in November 2025. Three of the five Councilmembers accepted this event and travel authorizations were prepared by Staff and sent for signatures. Mayor Flynn withdrew her request while the remaining travel authorizations remained in process. At the direction of Mayor Flynn, the two remaining travel authorizations for Councilmember Wallace and Councilmember Miller are to be held until discussion at this Council Meeting.

JUSTIFICATION:

According to the City Travel & Meeting Policy (E-3) approved by Resolution 2020-009 and the Reimbursement Policy for Elected and Appointed Officials approved by Resolution 2023-9, both travel authorizations are qualified as a City travel expense.

FISCAL IMPACT:

This travel is within Council Travel Budget.

ALTERNATIVES:

Direct staff to cancel the pending travel authorization requests and provide direction on current travel

policy.

BUDGETED?:
Yes

CONTRACT/AGREEMENT:
No

ATTACHMENTS:
1. Reimbursement_Policy_for_Elected_and_Appointed_Officials.pdf
2. CC_Resolution_No._2020-009.pdf
3. CC_Resolution_No._2023-093.pdf
4. E-3-Travel-Meeting-Policy.pdf
5. L.Miller Travel Authorization.pdf
6. 2024 LOCC Annual Conference Session Materials.docx
7. League of California Cities agenda 10-08-2025 to 10-10-2025.pdf
8. Colleen Wallace travel authorazation 06-09-2025 # 1.pdf

City of Banning
Reimbursement Policy for Elected and Appointed Officials

PURPOSE

To establish a policy for the reimbursement of expenses incurred by elected and appointed officials (hereinafter "officials") of the City of Banning (City") in the performance of City business. This Policy will be applicable to all elected or appointed members of any legislative body (as defined in Government Code Section 54952(a), (b)) of the City, including the City Council, Planning Commission, Parks & Recreation Commission, Utility Authority Board, and any other City-affiliated commission, committee, board, or other body created by ordinance, resolution, or formal action of the City Council.

POLICY

It is the policy of the City to reimburse actual and necessary expenses incurred by officials in the performance of City business.

A. Activities for which Expense Reimbursement may be Granted

Expenses incurred in connection with the following types of activities are eligible for reimbursement:

1. Attendance and participation at meetings of the official's legislative body or at meetings of an advisory body of the legislative body.
2. Attendance and participation at meetings of any body or organization to which the official has been appointed by the official's governing or legislative body or at which the official serves as a designated representative of the City.
3. Communicating with constituents on matters within the jurisdiction of the official's legislative body.
4. Attending community events as a representative of the City.
5. Communicating with representatives of local, regional, state, and national government on City matters, policy positions, or legislation that may affect the City. However, the Mayor will be primary representative for activities relating to lobbying efforts. If the Mayor is not available, then the Mayor Pro Tem would be next in line.
6. Participating in local, regional, state, and national organizations and entities whose activities affect City interests.

Reimbursement for expenses incurred with respect to activities not authorized above require prior approval by the City Council or applicable legislative body.

Reimbursement for expenses incurred by a Board Member, Commissioner, or Committee Member require prior approval by the City Manager.

B. Expenses Authorized for Reimbursement

1. Transportation. Transportation expenses incurred in connection with activities authorized under Section A of this Policy are subject to the following requirements:

a. Airlines and Other Commercial Carriers: Travel reimbursement is generally limited to coach class fare at government rates or group rates when available. Fares that are equal to or less than those available through the League of California Cities or the State of California (www.catravelsmart.gov) are presumed to be economical and reasonable for purposes of reimbursement. If rates comparable to those available through the League of California Cities or the State are either not available or the fare to the applicable destination is not specified by these sources, then fares that do not exceed the median retail price of the fares posted on website like www.expedia.com or www.travelocity.com , or an equivalent service will be considered reasonable.
b. Automotive (Personal Vehicle): Travel using personal vehicles will be reimbursed at the IRS mileage rate in effect at the time.
c. Efficiency of Travel: When a personal automobile (vehicle) is used for travel, reimbursement for mileage shall be paid at the rate in Section B.1.b of this policy up to a maximum equal to the lowest reasonable round-trip airfare to the conference/meeting location. The travel option that is the least costly should be used whenever feasible.
d. Car Rental: Rental vehicles may be used if more economical and reasonable that other forms of transportation. Rental is generally limited to the most economical and reasonable mid-sized vehicle. Government rates or rental rates that are equal or less than those listed by the State of California (www.catravelsmart.gov) will be considered the most reasonable and economical for purposes of reimbursement. If government rates or rates comparable to those listed by the State are either not available or the State does not specify a rate for a particular location, then rental rates that do not exceed the median retail price of the rates posted on websites like www.expdia.com or www.travelocity.com or an equivalent service will be considered reasonable.
e. Taxis/Shuttle: Taxi, shuttle, and ride share fares, when reasonable and necessary will be reimbursed, including a 15% gratuity per fare.

2. Lodging. Lodging expenses incurred in connection with activities authorized under Section A of this Policy when travel requires an overnight stay are subject to the following requirements:
   a. Officials must user government or group rates for lodging when available.
   b. If lodging is in connection with a conference or organized activity, lodging expenses must not exceed the maximum group rate published by the conference or activity sponsor if such rate is available at the time of booking.
   c. If group or government rates are not available, lodging rates that do not exceed the median retail price for lodging in the areas listed on websites like www.hotels.com or and equivalent service will be considered reasonable.

3. Meals. Meal expenses incurred in connection with activities authorized under Section A of this Policy will be reimbursed at the applicable U.S. General Services

Administration (https://www.gsa.gov/travel/plan-book/per-diem-rates) meal rates in effect at the time. Receipts for meals must include a detailed description of items ordered. Alcoholic beverages will not be reimbursed.

4. Miscellaneous Expenses. Actual and necessary miscellaneous business expenses, as defined by the IRS and incurred in connection with activities authorized under section A of this Policy, may be reimbursed.

C. Expenses Not Authorized for Reimbursement

A. The personal portion of any trip;
B. Political or charitable contributions or events;
C. Family Expenses, including partners' expenses when accompanying the Council Member On City-related business, as well as children or pet related expenses;
D. Entertainment expenses, including theatre, movies (either in-room or at the theatre), Sporting events (including gym, massage and/or golf related expenses), or other Cultural events;
E. In-town mileage;
F. Non-mileage personal automobile expenses, including repairs, traffic citations, Insurance or gasoline;
G. Alcohol and personal bar expenses;
H. Personal losses incurred while on City business. Any questions regarding the Propriety of a particular type of expense should be resolved by the City Council Before the expense is incurred.

D. Reporting

1. Report Forms. Official should submit their expense reports within 30 calendar days after the end of the month in which the expense was incurred, accompanied by receipts documenting each expense. IN no event may a request for reimbursement be submitted later than the close of the fiscal year in which the expense was incurred absent exigent circumstances.

2. Reports to City Council, Board, or Commission. Each official must briefly report on outside meetings subject to the Brown Act that are attended at public expense at the next regular meeting of the officials' legislative body. If multiple officials attended such a meeting, a joint report may be made.

3. Expense Reports as Public Records. All expense reports of officials and City reimbursement expenditures are public records subject to disclosure under the Public Records Act and other applicable laws.

RESOLUTION 2020-9

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A NEW TRAVEL & MEETING POLICY NO. E-3

WHEREAS, City of Banning must establish and maintain policies and procedures to set standards for internal controls and guidelines to carry out related procedures; and

WHEREAS, On August 28, 2001 the City Council approved the Travel & Meeting Policy E-1, and Mileage Reimbursement Policy E-2; and

WHEREAS, On June 27, 2017 Purchasing Policy B-30 was adopted and approved by City Council which included a section travel section, superseding Policies E-1 and E-2; and

WHEREAS, It was determined that a more comprehensive travel policy would provide better internal controls along with more clear and concise requirements for City officials and City employees to follow when traveling on official City business; and

WHEREAS, Staff researched, reviewed, and completed a comprehensive Travel & Meeting Policy which is intended to supersede all previous travel policies; and

WHEREAS, the City now desires to adopt a resolution approving a new Travel & Meeting Policy.

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

SECTION 1. The Banning City Council adopts Resolution 2020-9 approving a new Travel & Meeting Policy E-3.

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 December, 2019.

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 2020-9, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 10th day of December, 2019, by the following vote, to wit:

AYES: Andrade, Happe, Wallace & Welch

NOES: None

ABSTAIN: None

ABSENT: None

Sonja De La Fuente, Deputy City Clerk
City of Banning, California

RESOLUTION 2023-93

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AMENDING THE REIMBURSEMENT POLICY FOR EXPENSES OF ELECTED AND APPOINTED OFFICIALS

WHEREAS, on May 30, 2006, the City Council of the City of Banning formally adopted Resolution 2006-55 establishing an expense reimbursement policy for elected and appointed officials; and

WHEREAS, on March 24, 2009, the City Council of the City of Banning, adopted Resolution 2009-24, amending the Reimbursement Policy for Expenses of Elected and Appointed Officials; and

WHEREAS, on January 24, 2023, the City Council of the City of Banning, adopted Resolution 2023-15, amending the Reimbursement Policy for Expenses of Elected and Appointed Officials; and

WHEREAS, the City Council now desires to make changes to said policy.

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

SECTION 1. **FINDINGS.** The City Council of the City of Banning ("City") finds as follows:

A. In addition to performing their day-to-day duties and responsibilities, it is in the best interest of the City that elected and appointed officials (hereinafter, "officials") remain informed and trained in activities, developments and professional trends affecting the affairs of the City and that attendance at institutes, hearings, meetings, conferences, or other gatherings is of value to the City and its citizens.

B. The City's officials include members of any legislative body (as defined in Government Code Section 54952(a), (b) of the City (hereinafter "legislative body"), including the City Council, as well as the Planning Commission. Utility Authority Board, Parks & Recreation Commission, and any other City-affiliated commission, committee, board, or other body created by ordinance, resolution, or formal action of the City Council.

C. The City takes its stewardship over the use of its limited public resources seriously.

D. Public resources should only be used when there is a substantial benefit to the City, including:

    1. Attendance and participation at meetings of the official's legislative body or at meetings of an advisory body of the legislative body

2. Attendance and participation at meetings of any body or organization to which the official has been appointed by the official's legislative body or at which the official serves as a designated representative of the City.
3. Communicating with constituents on matters within the jurisdiction of the official's legislative body.
4. Attending community events as a representative of the City.
5. Communicating with representatives of local, regional, state, and national government on City matters, policy positions, or legislation that may affect the City.
6. Participating in local, regional, state, and national organizations and entities whose activities affect City interests.
7. Attending seminars designed to improve officials' skill and information levels.

E. It is in the best interests of the City to adopt a policy to provide guidance to officials on the use and expenditure of City resources, as well as the standards against which those expenditures will be measured.

F. Government Code section 36514.5 allows the Mayor and City Council Members to be reimbursed for actual and necessary expenses incurred in the performance of their official duties.

G. The travel and expenses reimbursement policy adopted by this resolution is intended to and does satisfy the requirements of Government Code sections 53232.2 and 53232.3.

SECTION 2. **Adoption of Reimbursement Policy.** The "City of Banning Reimbursement Policy for Elected and Appointed Officials" as amended and set forth in "Exhibit A", is hereby adopted, and will apply to all applicable requests for the reimbursement of expenses incurred after the effective date of this resolution.

SECTION 3. 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 23rd day of May 2023.

Alberto, Sanchez, 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 2023-93, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 23rd day of May 2023 by the following vote, to wit:

AYES: Flynn, Sanchez, and Wallace.

NOES:

ABSENT: Gonzales and Minjares.

ABSTAIN:

Caroline Patton, Deputy City Clerk
City of Banning, California

EXHIBIT A

Reimbursement Policy for Expenses of Elected and Appointed Officials

City of Banning
Reimbursement Policy for Elected and Appointed Officials

PURPOSE

To establish a policy for the reimbursement of expenses incurred by elected and appointed officials (hereinafter "officials") of the City of Banning (City") in the performance of City business. This Policy will be applicable to all elected or appointed members of any legislative body (as defined in Government Code Section 54952(a), (b)) of the City, including the City Council, Planning Commission, Parks & Recreation Commission, Utility Authority Board, and any other City-affiliated commission, committee, board, or other body created by ordinance, resolution, or formal action of the City Council.

POLICY

It is the policy of the City to reimburse actual and necessary expenses incurred by officials in the performance of City business.

A. Activities for which Expense Reimbursement may be Granted

Expenses incurred in connection with the following types of activities are eligible for reimbursement:

1. Attendance and participation at meetings of the official's legislative body or at meetings of an advisory body of the legislative body.
2. Attendance and participation at meetings of any body or organization to which the official has been appointed by the official's governing or legislative body or at which the official serves as a designated representative of the City.
3. Communicating with constituents on matters within the jurisdiction of the official's legislative body.
4. Attending community events as a representative of the City.
5. Communicating with representatives of local, regional, state, and national government on City matters, policy positions, or legislation that may affect the City. However, the Mayor will be primary representative for activities relating to lobbying efforts. If the Mayor is not available, then the Mayor Pro Tem would be next in line.
6. Participating in local, regional, state, and national organizations and entities whose activities affect City interests.

Reimbursement for expenses incurred with respect to activities not authorized above require prior approval by the City Council or applicable legislative body.

Reimbursement for expenses incurred by a Board Member, Commissioner, or Committee Member require prior approval by the City Manager.

B. Expenses Authorized for Reimbursement

1. Transportation. Transportation expenses incurred in connection with activities authorized under Section A of this Policy are subject to the following requirements:

a. Airlines and Other Commercial Carriers: Travel reimbursement is generally limited to coach class fare at government rates or group rates when available. Fares that are equal to or less than those available through the League of California Cities or the State of California (www.catravelsmart.gov) are presumed to be economical and reasonable for purposes of reimbursement. If rates comparable to those available through the League of California Cities or the State are either not available or the fare to the applicable destination is not specified by these sources, then fares that do not exceed the median retail price of the fares posted on website like www.expedia.com or www.travelocity.com , or an equivalent service will be considered reasonable.
b. Automotive (Personal Vehicle): Travel using personal vehicles will be reimbursed at the IRS mileage rate in effect at the time.
c. Efficiency of Travel: When a personal automobile (vehicle) is used for travel, reimbursement for mileage shall be paid at the rate in Section B.1.b of this policy up to a maximum equal to the lowest reasonable round-trip airfare to the conference/meeting location. The travel option that is the least costly should be used whenever feasible.
d. Car Rental: Rental vehicles may be used if more economical and reasonable that other forms of transportation. Rental is generally limited to the most economical and reasonable mid-sized vehicle. Government rates or rental rates that are equal or less than those listed by the State of California (www.catravelsmart.gov) will be considered the most reasonable and economical for purposes of reimbursement. If government rates or rates comparable to those listed by the State are either not available or the State does not specify a rate for a particular location, then rental rates that do not exceed the median retail price of the rates posted on websites like www.expdia.com or www.travelocity.com or an equivalent service will be considered reasonable.
e. Taxis/Shuttle: Taxi, shuttle, and ride share fares, when reasonable and necessary will be reimbursed, including a 15% gratuity per fare.

2. Lodging. Lodging expenses incurred in connection with activities authorized under Section A of this Policy when travel requires an overnight stay are subject to the following requirements:
   a. Officials must user government or group rates for lodging when available.
   b. If lodging is in connection with a conference or organized activity, lodging expenses must not exceed the maximum group rate published by the conference or activity sponsor if such rate is available at the time of booking.
   c. If group or government rates are not available, lodging rates that do not exceed the median retail price for lodging in the areas listed on websites like www.hotels.com or and equivalent service will be considered reasonable.

3. Meals. Meal expenses incurred in connection with activities authorized under Section A of this Policy will be reimbursed at the applicable U.S. General Services

Administration (https://www.gsa.gov/travel/plan-book/per-diem-rates) meal rates in effect at the time. Receipts for meals must include a detailed description of items ordered. Alcoholic beverages will not be reimbursed.

4. Miscellaneous Expenses. Actual and necessary miscellaneous business expenses, as defined by the IRS and incurred in connection with activities authorized under section A of this Policy, may be reimbursed.

C. Expenses Not Authorized for Reimbursement

A. The personal portion of any trip;
B. Political or charitable contributions or events;
C. Family Expenses, including partners' expenses when accompanying the Council Member On City-related business, as well as children or pet related expenses;
D. Entertainment expenses, including theatre, movies (either in-room or at the theatre), Sporting events (including gym, massage and/or golf related expenses), or other Cultural events;
E. In-town mileage;
F. Non-mileage personal automobile expenses, including repairs, traffic citations, Insurance or gasoline;
G. Alcohol and personal bar expenses;
H. Personal losses incurred while on City business. Any questions regarding the Propriety of a particular type of expense should be resolved by the City Council Before the expense is incurred.

D. Reporting

1. Report Forms. Official should submit their expense reports within 30 calendar days after the end of the month in which the expense was incurred, accompanied by receipts documenting each expense. IN no event may a request for reimbursement be submitted later than the close of the fiscal year in which the expense was incurred absent exigent circumstances.

2. Reports to City Council, Board, or Commission. Each official must briefly report on outside meetings subject to the Brown Act that are attended at public expense at the next regular meeting of the officials' legislative body. If multiple officials attended such a meeting, a joint report may be made.

3. Expense Reports as Public Records. All expense reports of officials and City reimbursement expenditures are public records subject to disclosure under the Public Records Act and other applicable laws.

City of Banning Administrative Procedures **Travel & Meeting Policy**		**POLICY NO:** E-3
		ORIGINATING DEPARTMENT: Administrative Services Department
		DIVISION: Finance
ADOPTION DATE: 01/14/2020	**APPROVED BY:** City Council	**LAST AMENDED:**
SUPERSEDES: E-1 & E-2	**REFERENCE:** B-30	**PAGE 1 of 10**

PURPOSE

The purpose of this policy is to establish a travel and expense policy for the City of Banning (City) elected officials and City employees when authorized to travel on official City business. Non-City employees shall not be covered under this policy.

BACKGROUND

Occasionally, it is necessary for City personnel to travel to meetings to conduct City business, attend conferences, training seminars and other work related events. To control the costs, and compensate individuals for actual and necessary travel related expenses incurred for a bona fide business purpose, the City has established a travel policy.

POLICY

1. **INTRODUCTION**

(a) This policy applies to anyone who incurs travel expenses paid by the City of Banning. This policy supersedes all previous travel policies.

1.2 Responsibility of Traveler

(a) City of Banning travelers are expected to spend funds sensibly and plan appropriately so costs do not exceed budgets. Business travel expenses will be paid by the City when expenses are reasonable, appropriately documented, properly authorized, and within the guidelines of this policy. The traveler should neither gain nor lose personal funds as a result of travel.

(b) If a check is issued by the City for reimbursement, the check shall be cashed by the traveler within six (6) months of the issue date.

1.3 Traveler and Approver Accountability

(a) Travelers shall not commit City funds until travel is approved in accordance with this policy.

(b) ***IMPORTANT: Travelers shall obtain permission from their own authorized approver prior to engaging in any work related travel. The Finance Department is not responsible for***

authorizing travel for personnel in other departments. By signing any of the travel forms listed in this policy, authorized approvers have authorized their staff to travel for that single event.

(c) Any additional costs resulting from a traveler taking a companion on City travel shall not be reimbursed or paid by the City.

(d) Any additional costs related to traveling prior to, or extending the stay beyond the time necessary to attend the approved meeting, conference, training, convention, and other functions shall not be reimbursed or paid by the City. Approving officials are expected to use appropriate discretion when authorizing their staff to travel to an event prior to the event.

(e) Travelers may not authorize reimbursement of their own expenses. The Department Head or designee should approve the reimbursement for all travel. The City Manager will approve travel for all Department Heads.

(f) Reimbursements shall not be requested and made to third parties, or non-employees.

(g) The Statement of Expense report shall be submitted within 15 working days after returning from travel. **In addition, no future travel advances will be issued during that fiscal year if Statement of Expense reports are pending.** Statement of Expense reports must be signed by the traveler, and authorized approver.

(h) Travelers shall document all allowable and authorized travel-related expenditures with itemized receipts, invoices, or other acceptable documentation. Under no circumstance will the City provide reimbursement for an expense over $75.00 without the necessary receipt(s).

1.4 <u>Travel Time</u>

(a) Time traveled to and from the event for non-exempt (hourly) travelers during normal working hours will be counted as time worked. Generally, travel time to the event on City business is limited to the actual dates or a function plus reasonable travel time not to exceed a maximum of twenty-four (24) hours before and /or after the function.

(b) No overtime will be provided for travel time to and from the event other than that mandated by the Federal Fair Labor Standards Act ("FLSA") requirements and/or approved Memorandums of Understanding (MOU). Departments must be aware of the FLSA and MOU requirements when arranging for travel for all non-exempt (hourly) travelers. Travel-related overtime in connection with travel on City business requires authorization from the Supervisor.

2. TRANSPORTATION

2.1 Air Travel

(a) Generally, the lowest priced domestic coach class airfare is available with a 14-day advance purchase. Reservations should be made as soon as travel plans are finalized to receive advance purchase discounts.

(b) Upgrades – City will not reimburse any upgrades from "economy class" to a higher traveling class. Free upgrades or upgrades paid by the traveler must be clearly documented as such in the Statement of Expense Report.

(c) Frequent flyer memberships should not influence travelers to select a flight that is not the lowest priced flight available.

(d) Frequent flyer miles earned by any traveler during City business travel may be retained by the traveler for business or personal use.

(e) Dues for membership in any airport/airline club are not reimbursable.

(f) Airlines are responsible for compensating the owners of lost baggage. The City will not reimburse travelers for personal items lost while traveling on business unless approved by the City Manager.

(g) Employees will be reimbursed for excess baggage charges only when traveling with heavy, bulky materials or equipment necessary for business or when traveling for more than seven (7) days.

(h) When a trip is canceled after a ticket has been issued, the traveler should inquire with the issuing agent about using the ticket for future travel or processing a refund. The ticket will become property of City and will be used for City purposes only.

2.2 <u>Rental Car</u>

(a) Travelers may rent a vehicle to their business destination when driving is more convenient and less expensive than an airline (this must include the car rental, all additional rental fees and additional parking fees that may be incurred). Travelers must try to utilize a City vehicle whenever available prior to the rental. No mileage will be reimbursed on City vehicles.

(b) Reimbursement for gasoline will be allowed at regular gasoline rates. When the rental company requires the vehicle to be returned with a full tank of gasoline (or other specified quantity), the traveler is responsible for adhering to those terms. Incurring consequential fees for not adhering to the rental terms shall not be reimbursed.

(c) Travelers may rent a vehicle at their destination when it is the most convenient or least expensive mode of transportation. Expensive rental rates and parking costs, in addition to the lack of available parking generally makes vehicle rental in large cities impractical. Alternative mode of transportation such as public transit, taxis, Uber, Lyft, airport and hotel shuttles should be given first consideration.

(d) All travelers renting vehicles must comply with all rental agency requirements such as listing driver(s) on the rental agreement, age restrictions, location or state of operation, etc., as well as all state and local laws governing the operation of a motor vehicle. Violations of any requirement of the law (such as driving under the influence, traffic violations, careless or reckless driving, or parking tickets) are the employee's personal liability.

(e) Travelers are required to use intermediate or standard cars. Travelers are responsible for daily rental costs in excess of the approved class as stated above. When traveling in a large group greater than 4, a van, full size, or Sports Utility Vehicle may be rented. When upgrades are available to the traveler they may be taken as long as there is no additional cost to the City.

(f) Only City employees, who are renting vehicles for business purposes, are covered under the City's insurance plan. Spouses, friends and other non-employee listed drivers or passengers are covered only under insurance provided by the rental company or under their own personal insurance. Cost of insurance for these additional non-City employee individuals is not a reimbursable expense. The use of City vehicles is encouraged when available.

2.3 <u>Personal Car Usage Guidelines</u>

(a) Employees may use their personal car for business purposes if it is to save time, transport equipment or reduce costs when a number of people are traveling to the same destination.

(b) If a traveler chooses to use a personal car for travel to his/her destination, the cost must be less than or equal to coach class air fare and/or the cost of a rental car.

(c) The use of City vehicles is encouraged when available.

(d) In addition, if more than one traveler is traveling to the same destination they are encouraged to share transportation whenever possible. It is encouraged for travelers to carpool, and thus claim one (1) mileage reimbursement.

(e) Mileage will be reimbursed from either point of origin to point of travel, or from City Hall to point of travel, whichever distance is less. The Standard Mileage Rate for business is based on the IRS annual bulletin. **Mileage will not be granted in advance, and is only eligible for reimbursement.**

(f) City employees who receive gas allowance from the City shall not be entitled to mileage reimbursement unless their trip exceeds forty (40) miles round trip from either point of origin to point of travel, or from City Hall to point of travel, whichever distance is less, in which case the employee will be reimbursed for the miles driven, less forty (40) miles. If the reimbursable amount is less that twenty dollars ($20.00), traveler shall not be entitled to mileage reimbursement.

(g) It is the responsibility of the owner of the vehicle being used for business purposes to carry adequate insurance coverage (state mandatory insurance requirement at minimum) for their

protection and the protection of any passengers. When using a personal car for City business, an employee's personal car insurance carrier is the primary insurance carrier. The City's insurance will only cover up to the City's statutory limits in liability claims.

(h) Travelers will be reimbursed for business usage of personal cars at the Federal Government's IRS rate per mile. Tolls and parking will be reimbursed.

2.4 Other Transportation

(a) The most economical mode of transportation should be used to and from airline terminals. Many major hotels provide free transportation to and from airports, travelers should inquire for this type of service. Public transportation and shuttle services should be considered. Employees traveling to same location should share ground transportation whenever possible.

(b) Under special circumstances, employees and/or management may be granted the permission to travel in a larger vehicle in order to facilitate the travel of larger groups and reduce the cost. The City Manager or designee may grant approval of such transportation.

(c) Itemized Receipts should be provided for all ground transportation expenditures. Original Itemized receipts should be provided, when available, for reimbursement of taxi, shuttle, bus or other ground transportation fares.

3. LODGING

(a) Travelers should use standard room accommodations. When making reservations for lodging costs, the traveler should inquire about educational or governmental discounts. Most California hotels honor the City as a governmental agency and all travelers should make an effort in supplying this information to the hotel.

(b) Lodging costs exceeding established GSA rates may be reimbursed at a higher rate if a written statement explaining the reason for the expense is submitted by the department head to the City Manager along with the completed Travel Advance Request form. Lodging costs shall not exceed the maximum group rate published by the conference or activity sponsor, provided that lodging at the group rate is available to the traveler.

(c) Non-mandatory hotel related fees for bundled services (such as resort and health club fees) are not reimbursable. Mandatory hotel related fees will be reimbursed with a submission of an itemized receipt.

(d) Travelers must submit an itemized check-out receipt. Booking receipts are not acceptable forms of documentation.

4. MEALS

(a) Per diem allowances must be requested at least two weeks in advance of the day funds are required, or there shall be no obligation on the part of the City for an advance. These funds will be distributed to the requestor no more than seven (7) days prior to the travel date.

(b) Per Diem costs for employees traveling out-of-town on City business shall be allowed for meals related to attendance at conventions, scheduled meetings, conferences, seminars, special assignments or an assignment **when meals are not already provided by the event host and included with event registration at no additional cost.** If it is determined that an event hosted meal only includes a continental breakfast, hors d'oeuvres, or appetizers, the traveler may request per diem in place of these servings, but will have to provide documented information showing that the serving provided by the event host does not include a full meal.

(c) When out of town City business requires an employee to leave home one (1) hour earlier than normal worktime, the breakfast meal is allowable. When an employee is required to work out-of-town, or is still in transit two (2) hours past a normal business day, the evening meal is allowable.

(d) The maximum allowance for meals per day is based on the current GSA rates, inclusive of taxes and tips.

(e) The maximum amounts will be increased/decreased as the GSA Standard Meal Allowance rate is adjusted.

(f) An event agenda as well as proof of event registration shall be submitted with any request for meal allowance to be eligible to receive any meal allowances, if available.

(g) Where the cost of a meal is included as part of a registration charge or fee, no per diem allowance, nor reimbursement may be claimed for that meal.

(h) No reimbursement shall be made for alcoholic or Cannabis infused beverages of any kind.

(i) Special situations may be considered on a case-by-case basis. A memo from the traveler to the department head is required and the department head's approval must be attached to the Advance Request form and the Statement of Expense form.

5. USE OF TRAVEL FORMS

5.1 The following list of forms may be applicable to travel authorization and expenses:

- Travel Advance
- Requisition (only when requesting use of Purchasing credit card)
- Statement of Expense

5.2 Travel Advance:

(a) When a traveler requires advance pay for a planned trip on official City business, they shall fill out a "Travel Advance" form which shall be signed by both the traveler and the authorized approver with event documentation attached. By signing this form, the approver is authorizing both the travel and advance pay. When payment is being requested, the signed Travel Advance form and appropriate documentation shall be submitted to Finance for payment.

(b) If the traveler wishes to have expenses paid in advance by the Purchasing Division via credit card, the signed Travel Advance and appropriate documentation shall be submitted to the Purchasing Division with an approved "Requisition."

(c) Upon completion of travel, a Statement of Expense must be filed per the requirements below. Failure to provide the required documentation will result in the denial of future advances.

5.3 Statement of Expense:

(a) All reimbursement requests must be accompanied by a statement of expense form. If no travel advance pay was requested/provided to the traveler before an authorized City business trip, the traveler may be reimbursed after their return by filling out a Statement of Expense form with all travel related itemized receipts and documentation attached. The Statement of Expense form shall be signed by both the traveler and an authorized approver. By signing this form, the approver has authorized both the travel, and the reimbursable expenses to be paid out of their department's budgeted account. The signed Statement of Expense form and appropriate documentation shall be submitted to Finance for payment in order for the traveler to be reimbursed by the City.

(b) **By signing any/all of these forms, the authorized approver has audited the forms, receipts, and other applicable documentation, and authorized the travel and payment to the traveler within the constraints of this policy and their budget accounts.**

(c) All travel forms, expense reimbursements and associated documents are considered public records, and are subject to disclosure under the California Public Records Act. Penalties for the misuse of public resources or falsifying expense reports in violations of reporting policies may include, but are not limited to, the penalties specified in Government Code section 53232.4.

6. PROHIBITED ITEMS FOR REIMBURSEMENT

- Alcoholic or Cannabis infused beverages
- Upgrades to airline seating
- Dues/memberships to airline club(s)
- Personal items lost during travel
- Excess baggage charges (except as approved in the "air travel" section of the policy)
- Upgrades from intermediate or standard rental vehicles
- Insurance to cover non-City employee passengers
- Car repairs
- Rental car costs during repair of personal car
- Tickets, fines, or traffic violations
- Damage to personal vehicle

- Theft of personal vehicle or vehicle content
- Non-mandatory resort or health club fees at hotels
- Any personal expenses including, but not limited to the following:
    - Dry cleaning
    - Hotel movies
    - Other entertainment
    - Donations
- **If requesting reimbursement for ANY items *not* mentioned in this policy, reimbursement will be subject to the approval of the City Manager.**

CITY OF BANNING
TRAVEL AUTHORIZATION

TRAVEL NO. _____ (to be assigned by Purchasing)

EMPLOYEE ID: C00022 **VENDOR #:** 8891

Name: Leroy Miller

Event Description: **League of California Cities - 2025 Annual Conference**

Purpose/Benefit: Learning about changes in City environment, professional networking, improved capabilities and knowledge

Location: Long Beach, CA

Dates: 10/8/2025 to: 10/10/2025 Dept: CM - City Council

REGISTRATION COST

Event Registration — Enter Name of Event below: League of California Cities - Policy Committee Meeting — $ 725.00

Event Parking Fee $0.00 # of days: _____

(Attach event agenda/schedule/meals provided

Total Registration & Event Parking Costs: $ 725.00

TRAVEL COST

Accommodation — Enter Name of Hotel below:

Hotel: The Westin	# of Nights 2	Cost/night 325	Subtotal: $ 650.00
Resort Fee (avoid if possible):	# of Nights	Cost/night	Subtotal: $ -
Hotel Parking (use self parking	# of Nights 2	Cost/night 40.00	Subtotal: $ 80.00

Total Accommodation Costs: $ 730.00

Transportation — Enter Transportation Cost below:

Air Travel Cost _____ Airport Parking _____ # of days: _____ $ -

Baggage Cost _____

Ground Transport _____

Mileage: Total Mileage 175.1 Mileage (x .070) $ 122.57

(include map with total miles, if auto allowance subtract 40 miles)

Total Transportation Costs: $ 122.57

Meals IRS per Diem (attached GSA per diem - calculates from Detail tab) Meal Costs: $ 114.75

Miscellaneous (including venue parking, internet charges, training materials, etc.) (must provide detail on 'Detail' tab) Misc. Costs: $ -

TOTAL COSTS:

G/L Account No. 001-1000-411-23.05 Budget Available (Y/N): Y

TOTAL EVENT COSTS: $ 1,692.32

TRAVELER ACKNOWLEDGEMENT

I, Leroy Miller acknowledge that I understand by submitting a Travel Authorization Request that I have read and understand and will abide by the City of Banning Travel Policy and that the City reserves the right to interpret the provisions of the policy. I certify that will attend the event(s) associated with the travel and will notify Purchasing immediately if unable to attend. Further, I certify that this event is the closest offering for the event and any travel outside of the State is an essential need.

Requesting Employee Signature: [signature]

ADVANCES:

Payee: Leroy Miller Amount Requested: $ 114.75

Date Needed: _____ Account No. 001-1000-411-23.05

APPROVALS:

Approved:

Department Manager _____ Date _____

Admin Services Director (if over $500) _____ Date _____

City Manager (if over $2,500) _____ Date _____

Purchasing Manager [signature] Date 6/5/25

2025 Annual Conference and Expo

Long Beach Convention Center, Long Beach, CA Visit Website
Wednesday, October 08, 2025 - Friday, October 10, 2025 Add to Calendar

The **League of California Cities** is excited to announce that registration is now open for the **2025 Annual Conference and Expo** at the Long Beach Convention Center, Oct. 8-10!

The conference will feature inspiring keynote speakers and presentations on key topics for local leaders, plus numerous opportunities for peer-to-peer sharing with fellow California city officials.

Our popular Expo Hall will be brimming with opportunities to engage with organizations that provide essential services to cities. Expo spaces are available! Please visit our Exhibitor and Sponsorship page for more information on how to get involved and showcase your organization.

Importantly, the member-driven General Assembly and Resolutions process will take place during the conference. This is a great opportunity for a wide range of members to participate in the development of Cal Cities policy.

For registration questions, please contact Event Registration Specialist, Megan Dunn.

For program questions, please contact Senior Education and Events Manager, Christina George.

Please see our event and meeting policies.

▼ Registration Information

Capacity is limited, and registration is subject to sell out prior to the deadline. Register early!

Full registration includes

- Admission to general and concurrent sessions and the expo hall
- Wednesday host city reception
- Admission to CitiPAC and diversity caucus receptions
- Thursday grab-and-go breakfast, Thursday lunch, and Friday grab-and-go breakfast

Pre-registration deadline
Online registration ends Friday, Sept. 26. After this date, please register on-site if space allows.

Registration Process:

Register online through your MyCalCities account. If you have not yet used your MyCalCities account, please review details about the portal and contact us with questions.

If you are registering someone other than yourself, first sign in as yourself and then choose the option to register someone else.

NOTE: A credit card is required for registration through MyCalCities. If you need to pay with a check, create your account and then reach out to Megan Dunn to request a mail-in registration form. Full payment is due at the time of registration.

Conference registration is required for all conference activities, including department, division, and caucus meetings as well as the General Assembly. Sharing of registration is prohibited.

To request an accommodation or for inquiries about accessibility, please contact Megan Dunn. Every effort will be made to honor requests submitted.

FULL CONFERENCE REGISTRATION FEES

Save $50 on the published full conference registration fees if you register by Thursday, July 24

Member-City Official	$ 725
Non-member City Official	$1,725
Other Public Official	$ 800
All Others	$ 900

ONE-DAY REGISTRATION FEES

Member City Official	$ 375
Non-Member City Official	$1,375
Other Public Official	$ 425
All Others	$ 475

ADDITIONAL REGISTRATION OPPORTUNITIES

These events are not included in full conference or one day registration.

Member City Official	$ 200
Non-Member City Official	$ 375
Guest/Spouse Reception Pass*	$ 125

**The guest/spouse fee is restricted to persons who are not city or public officials, are not related to any Cal Cities Partner or sponsor, and would have no professional reason to attend the conference. It includes admission to the Expo Hall, Wednesday's host city reception and the CitiPAC Event. There is no refund for the cancellation of a guest/spouse registration. It is not advisable to use city funds to register a guest/spouse. If you believe you are eligible for a guest/spouse pass, please contact Megan Dunn.*

Refund Policy

Advance registrants unable to attend will receive a refund of the rate paid, minus a $75 processing charge, only when a written request is submitted to Megan Dunn, and received on or before Sept. 26. Refunds will not be available after this date. If you are unable to attend, you may substitute a colleague for your entire registration.

▼ Hotel and Travel

A limited number of discounted hotel rooms are available for registered attendees and exhibitors of the 2025 Annual Conference and Expo. Reserve by **Tuesday, Sept. 16**, or before rooms sell out.

STEP ONE:
Register via your MyCalCities account.
Instructions on how to access your account can be found at here.

STEP TWO:
After registering, you'll receive a confirmation email with a link to the Cal Cities housing information page to book your room at the discounted rate.

Important Scam Notice: Cal Cities does not use a housing service. Only trust emails from @calcities.org or the official hotel.

Parking and Transportation

Please visit the Long Beach Convention Center webpage for parking information. Parking prices are subject to change without notice.

Shuttles will also be available between certain hotels and the convention center. Please check the housing information page to confirm if your hotel is on the shuttle route. The shuttle schedule will be released at a later date.

Nearby airports:
Long Beach Airport (LGB): 10 miles
Los Angeles International Airport (LAX): 22 miles
John Wayne Airport (SNA): 30 miles

▼ Program

View Session Materials

SCHEDULE AT A GLANCE

(Schedule is subject to change.)

Tuesday, Oct. 7	
Various Times	Pre-Conference Tours and Workshops *(additional registration required)*
Wednesday, Oct. 8	
8:00 a.m. - 6:00 p.m.	Registration open/Voting Delegates Booth open
8:00 a.m. - 12:30 p.m.	Pre-Conference Tours and Workshops *(additional registration required)*
9:30 - 11:30 a.m.	AB 1234 Ethics Training
10:30 a.m. - 1:00 p.m.	Regional Division Lunches, Department and Caucus Meetings**
12:30 - 1:00 p.m.	First-Time Attendee Orientation
1:15 - 3:00 p.m.	**Opening General Session***
3:00 - 4:00 p.m.	Expo Hall Grand Opening*
4:00 - 5:30 p.m.	Concurrent Sessions, Expo Hall Open, and Department and Caucus Meetings**
5:15 - 7:30 p.m.	Host City Reception
7:30 - 9:30 p.m.	CitiPAC Event
Thursday, Oct. 9	
7:30 a.m. - 4:00 p.m.	Registration open/Voting Delegates Booth open
8:30 a.m.	Petition Resolutions Due
8:30 - 9:45 a.m.	Concurrent Sessions and Caucus Meetings**
9:00 a.m. - 4:00 p.m.	Expo Hall Open
10:00 - 11:30 a.m.	**General Session***
11:30 a.m. - 1:00 p.m.	Attendee Lunch in Expo Hall

1:00 - 2:30 p.m.	Resolutions Committee
1:00 - 5:15 p.m.	Concurrent Sessions; Department, Issues Group, and Caucus Meetings**
Evening	Regional Division and Caucus Events**

Friday, Oct. 18

7:30 - 11:30 a.m.	Registration open
7:00 - 8:15 a.m.	Regional Division Breakfasts**
8:00 - 10:45 a.m.	Concurrent Sessions
8:30 - 10:30 a.m.	General Assembly
8:45 - 10:45 a.m.	AB 1661 Sexual Harassment Prevention Training
11:00 a.m. - 12:30 p.m.	Closing General Session*

*No competing events may be scheduled during this time.
**Check with the staff assigned to your group for the specific daytime for this event. Additional registration may be required.

Register

Thank you to our Sponsors!

Schneider Electric

Become an exhibitor | Become a Sponsor

LEAGUE OF CALIFORNIA CITIES

1400 K Street, Suite 400
Sacramento, CA 95814

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F: (916) 658-8240

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U.S. General Services Administration

FY 2025 per diem rates for Long beach, California

Daily lodging rates (excluding taxes) | October 2024 - September 2025

Primary destination	County	2024 Oct	Nov	Dec	2025 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Standard Rate	Applies for all locations without specified rates	$110	$110	$110	$110	$110	$110	$110	$110	$110	$110	$110	$110
Los Angeles	Los Angeles / Orange / Ventura / Edwards AFB less the city of Santa Monica	$191	$191	$191	$191	$191	$191	$191	$191	$191	$191	$191	$191

Hotel Estimated ~~$~~ of ~~$~~
$277 / night conference - 2024.
M

99 E Ramsey St
to 99 E Ramsey St
2 stops

2 hr 50 min IRS reimbursement: **$117.33**
175.1 mi

1 hr 36 min (87.5 mi)
99 E Ramsey St to Long Beach Convention Center

99 E Ramsey St

Head west on E Ramsey St. Go for 282 ft.

Then 0.05 mi

Continue on W Ramsey St. Go for 0.5 mi.

Then 0.5 mi

Turn left onto S 8th St. Go for 299 ft.

Then 0.06 mi

Turn right and take ramp onto I-10 W (San Bernardino Fwy). Go for 6.0 mi.

Then 6.0 mi

Take left exit 93 toward CA-60/Riverside onto CA-60 W (Moreno Valley Fwy). Go for 18.7 mi.

Then 18.7 mi

Continue on I-215 N (Moreno Valley Fwy). Go for 3.9 mi.

Then 3.9 mi

Take exit 34B toward Riverside/Beach Cities onto CA-91 W (Riverside Fwy). Go for 15.4 mi.

Then 15.4 mi

Keep right onto CA-91 W (Riverside Fwy) toward Beach Cities. Go for 16.4 mi.

Then 16.4 mi

Take left exit 34 onto CA-55 S (Costa Mesa Fwy). Go for 4.9 mi.

Then 4.9 mi

Take exit 13 toward Garden Grove Fwy/Long Beach onto CA-22 W (Garden Grove Fwy). Go for 12.0 mi.

Then 12.0 mi

Keep right onto CA-22 W (Garden Grove Fwy). Go for 1.1 mi.

Then 1.1 mi

Continue on I-405 N (San Diego Fwy). Go for 1.8 mi.

Then 1.8 mi

Take exit 23 toward Long Beach onto CA-22 W. Go for 5.8 mi.

Then 5.8 mi

Turn left onto Alamitos Ave. Go for 0.6 mi.

Turn right onto E Ocean Blvd. Go for 0.2 mi.

Then 0.2 mi

Turn left onto Linden Ave. Go for 315 ft.

Then 0.06 mi

Turn right onto E Seaside Way. Go for 0.1 mi.

Then 0.1 mi

Turn left. Go for 272 ft.

Then 0.05 mi

Long Beach Convention Center
420 E Ocean Blvd, Long Beach, CA 90802

1 hr 38 min (87.6 mi)
Long Beach Convention Center to 99 E Ramsey St

Long Beach Convention Center

Head toward E Seaside Way. Go for 272 ft.

Then 0.05 mi

Continue on S Hart Pl. Go for 325 ft.

Then 0.06 mi

Turn right onto E Ocean Blvd. Go for 0.3 mi.

Then 0.3 mi

Turn left onto Alamitos Ave. Go for 0.7 mi.

Then 0.7 mi

Turn right onto E 7th St. Go for 5.6 mi.

Then 5.6 mi

Continue on I-405 S (San Diego Fwy). Go for 2.0 mi.

Then 2.0 mi

Take exit 21 toward Garden Grove onto CA-22 E (Garden Grove Fwy). Go for 12.3 mi.

Then 12.3 mi

Take the left exit toward Anaheim/Riverside onto CA-55 N (Costa Mesa Fwy). Go for 5.6 mi.

Then 5.6 mi

Continue on CA-91 E (Riverside Fwy). Go for 30.9 mi.

Then 30.9 mi

Take exit 65B toward I-215 S/San Diego/Indio onto CA-60 E (Moreno Valley Fwy). Go for 1.0 mi.

Then 1.0 mi

Continue on I-215 S (Moreno Valley Fwy). Go for 4.4 mi.

Keep left onto CA-60 E (Moreno Valley Fwy) toward Indio. Go for 17.9 mi.

Then 17.9 mi

Take left ramp onto I-10 E (San Bernardino Fwy) toward CA-79. Go for 6.1 mi.

Then 6.1 mi

Take exit 100 toward 8th St/CA-243/Idyllwild. Go for 0.2 mi.

Then 0.2 mi

Turn left onto S 8th St (CA-243). Go for 0.1 mi.

Then 0.1 mi

Turn right onto W Ramsey St. Go for 0.6 mi.

Then 0.6 mi

99 E Ramsey St
Banning, California 92220-4837

PER DIEM / GSA Rates:	22	23	36	$ 5.00	
Date	Breakfast	Lunch	Dinner	Incidentals	Total
First full day (75%) 10/8/2025			27.00	3.75	30.75
10/9/2025	22.00		36.00	5.00	63.00
					-
10/10/2025 Last Day (75%)	-	17.25		3.75	21.00
Total	$ 22.00	$ 17.25	$ 63.00	$ 12.50	$ 114.75

ALL OTHER EXPENSES:	Amount:
Telephone, Copy, Fax, Internet.	
Other Parking Fees (not incl. hotel, airport or event)	
Cab, Bus, Uber etc.	
Other (please itemize below)	
	0.00

U.S. General Services Administration

FY 2025 per diem rates for Long beach, California

Meals and incidental expenses (M&IE) rates and breakdown

Primary destination	County	M&IE total	Breakfast	Lunch	Dinner	Incidental expenses	First and lastday of travel
Standard Rate	Applies for all locations without specified rates	$68	$16	$19	$28	$5	$51.00
Los Angeles	Los Angeles / Orange / Ventura / Edwards AFB less the city of Santa Monica	$86	$22	$23	$36	$5	$64.50

2024 Session Materials

- 2024 Annual Conference Program
- 2024 Playbook for Developments in Municipal Finance Law and Policy
- A Collaborative Approach to Combat Fentanyl
- Are Cities Ready for an Electric Future
- Are You Ready for Disaster - Implementing Effective Crisis Management in the Early Stages of an Event
- Battling Misinformation in the Age of Artificial Intelligence
- Building Vibrant Communities Leveraging Partnerships for Fun and Engagement
- California Economic Forecast - Navigating Economic Trends
- Capital Improvement Funding for Technology and Innovation Within Cities - Black Leadership for Economic Development
- City Clerks Workshop - Local Democracy in the United States - Institutions, Trust, and Public Policy
- City Successes in Responding to Homelessness
- Code Enforcement
- Cyber Security and IT Strategy for Municipalities
- Don't Confuse Kindness with Weakness How to Handle Disruptive Public Meetings
- Economic Development and Public Finance - New Best Friends Forever
- Empowering Latino Homeownership - An Action Plan - Mojica
- Essential Tips for Effective Council Meetings
- Harassment Prevention Training for Supervisors and Officials - AB 1661 Training
- Housing Law Jeopardy
- How a Transparency Portal Can Improve Accountability and Inform Citizens
- How Embedded Acoustic Lead Detection is Resolving Non-Revenue Water Loss
- How to Integrate Real-Time Crime Centers and Advanced Training Simulators
- How Your City Can Help Secure Residents the Best Possible Insurance Rates - Molloy

- Integrating Higher Education and Public Sector Employment
- Main Street Climate Resiliency - Urban and Rural Solutions
- Maximize Inflation Reduction Act Funding for Your Community
- Navigating Homelessness - Press Release Orange County Continuum of Care Approves Funding for Regional Navigation Centers
- Navigating Homelessness - A Successful Regional Partnership in North Orange County
- Navigating Homelessness - Orange & Los Angeles Counties
- Navigating Homelessness - Orange County Service Planning Areas Map
- Show Me the Money - Evaluating and Explaining Your City's Financial Condition (3)
- Teamwork Makes the Dream Work - Effective City Council-City Manager Relationships Create Thriving Communities
- The AI Advantage - Automating Road Assessments for More Accurate Pavement Management
- The Rise of E-Bikes
- Trolls on Social Media Can I Block Them
- Understanding Public Service Ethics Laws & Principles - AB 1234 Training
- Where the Sidewalk Will End - The Dire Outlook For State Transportation Funding
- Winning Fistfuls of Dollars for Cities
- Wildfire Prevention and Preparedness
- Your Housing Element is Certified! Now What

MCLE Session Materials

See the MCLE session schedule here.
Read all Speaker Bios here.
Download all Whitepapers here.
LAC Report here

General Municipal Litigation Update
Speakers: Mark J. Austin, Partner, Burke Williams & Sorensen

Matthew Slentz, Senior Counsel, Colantuono, Highsmith & Whatley, PC
Paper | Presentation

Hate-Bombing and Poetry Recitations: Handling Disruptive Public Comment
Speakers: Amy Ackerman, Partner, Renne Public Law Group
Eli Beckman, Mayor, Corte Madera
Jonathan V. Holtzman, Founding Partner, Renne Public Law Group
Paper | Presentation

Land Use and CEQA Litigation
Speakers: Christie Crowl, Partner, Jarvis Fay
John Luebberke, Of Counsel, Herum Crabtree Suntag
Paper | Presentation

Development Agreements - All You Need To Know For Successful Development
Speaker*:* Gabrielle Janssens, Goldfarb & Lipman LLP
Karen Tiedemann, Goldfarb & Lipman LLP
Paper | Presentation

The Builder's Remedy: Fear and Trembling and Local Control
Speakers: Dave Rand, Founding Partner, Rand Paster & Nelson LLP
Susan Cola, Assistant City Attorney, Santa Monica
Barbara Kautz, Partner, Goldfarb & Lipman LLP
Paper | Presentation

Improving Civility
Speaker: Honorable Wendy Chang, Judge, Los Angeles Superior Court, Member, California Civility Task Force
Honorable Mary H. Strobel (Retired), Signature Resolution
Paper | Presentation

Labor and Employment Litigation
Speakers: Elizabeth Tom Arce, Partner, Liebert Cassidy Whitmore
Jennifer Rosner, Partner, Liebert Cassidy Whitmore
Paper | Presentation | Handout

Homeless Enforcement in Light of Boise, Grants Pass, and Supreme Court Review!
Speaker: Curtis Wright, Managing Partner, Serviam by Wright LLP
Paper | Presentation

Municipal Tort and Civil Rights Litigation
Speaker: Sean Richmond, Senior Deputy City Attorney, Sacramento
Paper | Presentation

A Comprehensive Update on the Evolving Landscape of Tenant Protections
Speaker: Nazanin Salehi, Associate, Goldfarb & Lipman LLP
Thomas Webber, Associate, Goldfarb & Lipman LLP
Paper | Presentation

Surplus Land Act (Part 2)
Speakers: Jena S. Acos, City Attorney, Carpinteria, Brownstein Hyatt Farber Schreck, LLP
Sydne Rennie, Associate Attorney, Brownstein Hyatt Farber Schreck, LLP
Paper | Presentation

2025 Annual Conference and Expo

Long Beach Convention Center, Long Beach, CA Visit Website
Wednesday, October 08, 2025 - Friday, October 10, 2025 iCalendar

The League of California Cities is excited to announce that registration is now open for the **2025 Annual Conference and Expo** at the Long Beach Convention Center, Oct. 8-10!

The conference will feature inspiring keynote speakers and presentations on key topics for local leaders, plus numerous opportunities for peer-to-peer sharing with fellow California city officials.

Our popular Expo Hall will be brimming with opportunities to engage with organizations that provide essential services to cities. Expo spaces are available! Please visit our Exhibitor and Sponsorship page for more information on how to get involved and showcase your organization.

Importantly, the member-driven General Assembly and Resolutions process will take place during the conference. This is a great opportunity for a wide range of members to participate in the development of Cal Cities policy.

For registration questions, please contact Event Registration Specialist, Megan Dunn.

For program questions, please contact Senior Education and Events Manager, Christina George.

Please see our event and meeting policies.

▶ Registration Information

▶ Hotel and Travel

▼ Program

View Session Materials

SCHEDULE AT A GLANCE

(Schedule is subject to change.)

Tuesday, Oct. 7

Various Times	Pre-Conference Tours and Workshops *(additional registration required)*

Wednesday, Oct. 8

8:00 a.m. - 6:00 p.m.	Registration open/Voting Delegates Booth open
8:00 a.m. - 12:30 p.m.	Pre-Conference Tours and Workshops *(additional registration required)*
9:30 - 11:30 a.m.	AB 1234 Ethics Training
10:30 a.m. - 1:00 p.m.	Regional Division Lunches, Department and Caucus Meetings**

12:30 - 1:00 p.m.	First-Time Attendee Orientation
1:15 - 3:00 p.m.	**Opening General Session***
3:00 - 4:00 p.m.	Expo Hall Grand Opening*
4:00 - 5:30 p.m.	Concurrent Sessions, Expo Hall Open, and Department and Caucus Meetings**
5:15 - 7:30 p.m.	Host City Reception
7:30 - 9:30 p.m.	CitiPAC Event

Thursday, Oct. 9

7:30 a.m. - 4:00 p.m.	Registration open/Voting Delegates Booth open
8:30 a.m.	Petition Resolutions Due
8:30 - 9:45 a.m.	Concurrent Sessions and Caucus Meetings**
9:00 a.m. - 4:00 p.m.	Expo Hall Open
10:00 - 11:30 a.m.	**General Session***
11:30 a.m. - 1:00 p.m.	Attendee Lunch in Expo Hall
11:30 a.m. - 1:00 p.m.	Regional Division Lunches**
1:00 - 2:30 p.m.	Resolutions Committee
1:00 - 5:15 p.m.	Concurrent Sessions; Department, Issues Group, and Caucus Meetings**
Evening	Regional Division and Caucus Events**

Friday, Oct. 10

7:30 - 11:30 a.m.	Registration open
7:00 - 8:15 a.m.	Regional Division Breakfasts**
8:00 - 10:45 a.m.	Concurrent Sessions
8:30 - 10:30 a.m.	General Assembly
8:45 - 10:45 a.m.	AB 1661 Sexual Harassment Prevention Training
11:00 a.m. - 12:30 p.m.	**Closing General Session***

**No competing events may be scheduled during this time.*
***Check with the staff assigned to your group for the specific day/time for this event. Additional registration may be required.*

Register

Thank you to our Sponsors!

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Sacramento, CA 95814

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Docusign Envelope ID: 7A67EADA-7F9D-4CA5-9605-237FB806BD64

CITY OF BANNING
TRAVEL AUTHORIZATION

TRAVEL NO. _____ (to be assigned by Purchasing)

EMPLOYEE ID: C00013 **VENDOR #:** 7576

Name: Colleen Wallace

Event Description: **League of California Cities - 2025 Annual Conference**

Purpose/Benefit: Learning about changes in City environment, professional networking, improved capabilities and knowledge

Location: Long Beach, CA

Dates: 10/8/2025 to: 10/10/2025 Dept: CM - City Council

REGISTRATION COST

Enter Name of Event below:

Event Registration League of California Cities - Policy Committee Meeting $ 725.00

Event Parking Fee $0.00 # of days:

(Attach event agenda/schedule/meals provided Total Registration & Event Parking Costs: $ 725.00

TRAVEL COST

Enter Name of Hotel below:

Accommodation

Hotel:	The Westin	# of Nights	2	Cost/night	325	Subtotal: $ 650.00
Resort Fee (avoid if possible):		# of Nights		Cost/night		Subtotal: $ -
Hotel Parking (use self parking		# of Nights	2	Cost/night	40.00	Subtotal: $ 80.00

Total Accommodation Costs: $ 730.00

Transportation

Enter Transportation Cost below:

Air Travel Cost _____ Airport Parking _____ # of days: _____ $ -

Baggage Cost

Ground Transport

Mileage: Total Mileage 175.1 Mileage (x .070) $ 122.57

(include map with total miles, if auto allowance subtract 40 miles)

Total Transportation Costs: $ 122.57

Meals IRS per Diem (attached GSA per diem - calculates from Detail tab) Meal Costs: $ 114.75

Miscellaneous (including venue parking, internet charges, training materials, etc.) Misc. Costs: $ -
(must provide detail on 'Detail' tab)

TOTAL COSTS:

G/L Account No. 001-1000-411-23.05 Budget Available (Y/N): Y

TOTAL EVENT COSTS: $ 1,692.32

TRAVELER ACKNOWLEDGEMENT

I, Colleen Wallace acknowledge that I understand by submitting a Travel Authorization Request that I have read and understand and will abide by the City of Banning Travel Policy and that the City reserves the right to interpret the provisions of the policy. I certify that will attend the event(s) associated with the travel and will notify Purchasing immediately if unable to attend. Further, I certify that this event is the closest offering for the event and any travel outside of the State is an essential need.

Requesting Employee Signature: Colleen Wallace

ADVANCES:

Payee: Colleen Wallace Amount Requested: $ 114.75

Date Needed: Account No. 001-1000-411-23.05

APPROVALS:

Approved:

Department Manager Date

Michelle Green 6/5/25
Admin Services Director (if over $500) Date

City Manager (if over $2,500) Date

Purchasing Manager 6/5/25 Date

Docusign Envelope ID: 7A67EADA-7F9D-4CA5-9605-237FB806BD64

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Long Beach Convention Center, Long Beach, CA Visit Website
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Capacity is limited, and registration is subject to sell out prior to the deadline. Register early!

Full registration includes

- Admission to general and concurrent sessions and the expo hall
- Wednesday host city reception
- Admission to CitiPAC and diversity caucus receptions
- Thursday grab-and-go breakfast, Thursday lunch, and Friday grab-and-go breakfast

Pre-registration deadline
Online registration ends Friday, Sept. 26. After this date, please register on-site if space allows.

Registration Process:

Register online through your MyCalCities account. If you have not yet used your MyCalCities account, please review details about the portal and contact us with questions.

If you are registering someone other than yourself, first sign in as yourself and then choose the option to register someone else.

NOTE: A credit card is required for registration through MyCalCities. If you need to pay with a check, create your account and then reach out to Megan Dunn to request a mail-in registration form. Full payment is due at the time of registration.

Conference registration is required for all conference activities, including department, division, and caucus meetings as well as the General Assembly. Sharing of registration is prohibited.

To request an accommodation or for inquiries about accessibility, please contact Megan Dunn. Every effort will be made to honor requests submitted.

FULL CONFERENCE REGISTRATION FEES	
Save $50 on the published full conference registration fees if you register by Thursday, July 24.	
Member-City Official	$ 725
Non-member City Official	$1,725
Other Public Official	$ 800
All Others	$ 900

ONE-DAY REGISTRATION FEES	
Member City Official	$ 375
Non-Member City Official	$1,375
Other Public Official	$ 425
All Others	$ 475

ADDITIONAL REGISTRATION OPPORTUNITIES
These events are not included in full conference or one day registration.
Pre-Conference Tours and Workshops - View event details.

Member City Official	$ 200
Non-Member City Official	$ 375
Guest/Spouse Reception Pass*	$ 125

**The guest/spouse fee is restricted to persons who are not city or public officials, are not related to any Cal Cities Partner or sponsor, and would have no professional reason to attend the conference. It includes admission to the Expo Hall, Wednesday's host city reception and the CitiPAC Event. There is no refund for the cancellation of a guest/spouse registration. It is not advisable to use city funds to register a guest/spouse. If you believe you are eligible for a guest/spouse pass, please contact Megan Dunn.*

Refund Policy

Advance registrants unable to attend will receive a refund of the rate paid, minus a $75 processing charge, only when a written request is submitted to Megan Dunn, and received on or before Sept. 26. Refunds will not be available after this date. If you are unable to attend, you may substitute a colleague for your entire registration.

▼ Hotel and Travel

A limited number of discounted hotel rooms are available for registered attendees and exhibitors of the 2025 Annual Conference and Expo. Reserve by **Tuesday, Sept. 16**, or before rooms sell out.

STEP ONE:
Register via your MyCalCities account.
Instructions on how to access your account can be found at here.

STEP TWO:
After registering, you'll receive a confirmation email with a link to the Cal Cities housing information page to book your room at the discounted rate.

Important Scam Notice: Cal Cities does **not** use a housing service. Only trust emails from **@calcities.org** or the official hotel.

Parking and Transportation

Please visit the Long Beach Convention Center webpage for parking information. Parking prices are subject to change without notice.

Shuttles will also be available between certain hotels and the convention center. Please check the housing information page to confirm if your hotel is on the shuttle route. The shuttle schedule will be released at a later date.

Nearby airports:
Long Beach Airport (LGB): 10 miles
Los Angeles International Airport (LAX): 22 miles
John Wayne Airport (SNA): 30 miles

▼ Program

View Session Materials

SCHEDULE AT A GLANCE

(Schedule is subject to change.)

Tuesday, Oct. 7

Various Times	Pre-Conference Tours and Workshops *(additional registration required)*

Wednesday, Oct. 8

8:00 a.m. - 6:00 p.m.	Registration open/Voting Delegates Booth open
8:00 a.m. - 12:30 p.m.	Pre-Conference Tours and Workshops *(additional registration required)*
9:30 - 11:30 a.m.	AB 1234 Ethics Training
10:30 a.m. - 1:00 p.m.	Regional Division Lunches, Department and Caucus Meetings**
12:30 - 1:00 p.m.	First-Time Attendee Orientation
1:15 - 3:00 p.m.	**Opening General Session***
3:00 - 4:00 p.m.	Expo Hall Grand Opening*
4:00 - 5:30 p.m.	Concurrent Sessions, Expo Hall Open, and Department and Caucus Meetings**
5:15 - 7:30 p.m.	Host City Reception
7:30 - 9:30 p.m.	CitiPAC Event

Thursday, Oct. 9

7:30 a.m. - 4:00 p.m.	Registration open/Voting Delegates Booth open
8:30 a.m.	Petition Resolutions Due
8:30 - 9:45 a.m.	Concurrent Sessions and Caucus Meetings**
9:00 a.m. - 4:00 p.m.	Expo Hall Open
10:00 - 11:30 a.m.	**General Session***
11:30 a.m. - 1:00 p.m.	Attendee Lunch in Expo Hall
11:30 a.m. - 1:00 p.m.	Regional Division Lunches**

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1:00 - 2:30 p.m.	Resolutions Committee
1:00 - 5:15 p.m.	Concurrent Sessions, Department, Issues Group, and Caucus Meetings**
Evening	Regional Division and Caucus Events**

Friday, Oct. 10

7:30 - 11:30 a.m.	Registration open
7:00 - 8:15 a.m.	Regional Division Breakfasts**
8:00 - 10:45 a.m.	Concurrent Sessions
8:30 - 10:30 a.m.	General Assembly
8:45 - 10:45 a.m.	AB 1661 Sexual Harassment Prevention Training
11:00 a.m. - 12:30 p.m.	**Closing General Session***

**No competing events may be scheduled during this time.*
***Check with the staff assigned to your group for the specific day/time for this event. Additional registration may be required.*

Register

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Sacramento, CA 95814

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U.S. General Services Administration

FY 2025 per diem rates for Long beach, California

Daily lodging rates (excluding taxes) | October 2024 - September 2025

Primary destination	County	2024 Oct	Nov	Dec	2025 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Standard Rate	Applies for all locations without specified rates	$110	$110	$110	$110	$110	$110	$110	$110	$110	$110	$110	$110
Los Angeles	Los Angeles / Orange / Ventura / Edwards AFB less the city of Santa Monica	$191	$191	$191	$191	$191	$191	$191	$191	$191	$191	$191	$191

Total estimated off of 2024 Conference rate $277 + 48 ↗ = 325/Night

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99 E Ramsey St
to 99 E Ramsey St
2 stops

2 hr 50 min **IRS reimbursement: $117.33**
175.1 mi

1 hr 36 min (87.5 mi)
99 E Ramsey St to Long Beach Convention Center

99 E Ramsey St

Head west on E Ramsey St. Go for 282 ft.

Then 0.05 mi

Continue on W Ramsey St. Go for 0.5 mi.

Then 0.5 mi

Turn left onto S 8th St. Go for 299 ft.

Then 0.06 mi

Turn right and take ramp onto I-10 W (San Bernardino Fwy). Go for 6.0 mi.

Then 6.0 mi

Take left exit 93 toward CA-60/Riverside onto CA-60 W (Moreno Valley Fwy). Go for 18.7 mi.

Then 18.7 mi

Continue on I-215 N (Moreno Valley Fwy). Go for 3.9 mi.

Then 3.9 mi

Take exit 34B toward Riverside/Beach Cities onto CA-91 W (Riverside Fwy). Go for 15.4 mi.

Then 15.4 mi

Keep right onto CA-91 W (Riverside Fwy) toward Beach Cities. Go for 16.4 mi.

Then 16.4 mi

Take left exit 34 onto CA-55 S (Costa Mesa Fwy). Go for 4.9 mi.

Then 4.9 mi

Take exit 13 toward Garden Grove Fwy/Long Beach onto CA-22 W (Garden Grove Fwy). Go for 12.0 mi.

Then 12.0 mi

Keep right onto CA-22 W (Garden Grove Fwy). Go for 1.1 mi.

Then 1.1 mi

Continue on I-405 N (San Diego Fwy). Go for 1.8 mi.

Then 1.8 mi

Take exit 23 toward Long Beach onto CA-22 W. Go for 5.8 mi.

Then 5.8 mi

Turn left onto Alamitos Ave. Go for 0.6 mi.

Then 0.6 mi

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Turn right onto E Ocean Blvd. Go for 0.2 mi.

Then 0.2 mi

Turn left onto Linden Ave. Go for 315 ft.

Then 0.06 mi

Turn right onto E Seaside Way. Go for 0.1 mi.

Then 0.1 mi

Turn left. Go for 272 ft.

Then 0.05 mi

Long Beach Convention Center
420 E Ocean Blvd, Long Beach, CA 90802

1 hr 38 min (87.6 mi)
Long Beach Convention Center to 99 E Ramsey St

Long Beach Convention Center

Head toward E Seaside Way. Go for 272 ft.

Then 0.05 mi

Continue on S Hart Pl. Go for 325 ft.

Then 0.06 mi

Turn right onto E Ocean Blvd. Go for 0.3 mi.

Then 0.3 mi

Turn left onto Alamitos Ave. Go for 0.7 mi.

Then 0.7 mi

Turn right onto E 7th St. Go for 5.6 mi.

Then 5.6 mi

Continue on I-405 S (San Diego Fwy). Go for 2.0 mi.

Then 2.0 mi

Take exit 21 toward Garden Grove onto CA-22 E (Garden Grove Fwy). Go for 12.3 mi.

Then 12.3 mi

Take the left exit toward Anaheim/Riverside onto CA-55 N (Costa Mesa Fwy). Go for 5.6 mi.

Then 5.6 mi

Continue on CA-91 E (Riverside Fwy). Go for 30.9 mi.

Then 30.9 mi

Take exit 65B toward I-215 S/San Diego/Indio onto CA-60 E (Moreno Valley Fwy). Go for 1.0 mi.

Then 1.0 mi

Continue on I-215 S (Moreno Valley Fwy). Go for 4.4 mi.

Then 4.4 mi

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Keep left onto CA-60 E (Moreno Valley Fwy) toward Indio. Go for 17.9 mi.

Then 17.9 mi

Take left ramp onto I-10 E (San Bernardino Fwy) toward CA-79. Go for 6.1 mi.

Then 6.1 mi

Take exit 100 toward 8th St/CA-243/Idyllwild. Go for 0.2 mi.

Then 0.2 mi

Turn left onto S 8th St (CA-243). Go for 0.1 mi.

Then 0.1 mi

Turn right onto W Ramsey St. Go for 0.6 mi.

Then 0.6 mi

99 E Ramsey St
Banning, California 92220-4837

PER DIEM / GSA Rates:	22	23	36	$ 5.00	
Date	Breakfast	Lunch	Dinner	Incidentals	Total
First full day (75%) 10/8/2025			27.00	3.75	30.75
10/9/2025	22.00		36.00	5.00	63.00
					-
10/10/2025 Last Day (75%)	-	17.25		3.75	21.00
Total	$ 22.00	$ 17.25	$ 63.00	$ 12.50	$ 114.75

ALL OTHER EXPENSES:	Amount:
Telephone, Copy, Fax, Internet.	
Other Parking Fees (not incl. hotel, airport or event)	
Cab, Bus, Uber etc.	
Other (please itemize below)	
	0.00

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FY 2025 per diem rates for Long beach, California

Meals and incidental expenses (M&IE) rates and breakdown

Primary destination	County	M&IE total	Breakfast	Lunch	Dinner	Incidental expenses	First and lastday of travel
Standard Rate	Applies for all locations without specified rates	$68	$16	$19	$28	$5	$51.00
Los Angeles	Los Angeles / Orange / Ventura / Edwards AFB less the city of Santa Monica	$86	$22	$23	$36	$5	$64.50

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GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND CITY OF BANNING AGREEMENT NUMBER 4600015401 PROPOSITION 1 ROUND 2 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) IMPLEMENTATION GRANT

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or “DWR,” and the City of Banning, a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

1) PURPOSE. The State shall provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) to the Grantee to assist in financing the projects, which are included in and implemented in an adopted Integrated Regional Water Management Plan (IRWM Plan), pursuant to Chapter 7. Regional Water Security, Climate, and Drought Preparedness (Wat. Code, § 79740 et seq.). The provision of State funds pursuant to this Agreement shall be construed or interpreted to mean that the IRWM Plan, or any components of the IRWM Plan, implemented in accordance with the Work Plan as set forth in Exhibit A, has been adopted through the IRWM Plan Review Process, and is/are consistent with Water Code section 10530 et seq.

2) TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on May 6, 2023, through final payment plus three (3) years unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed by December 31, 2025, in accordance with the Schedule as set forth in Exhibit C and no funds may be requested after March 31, 2026.

3) GRANT AMOUNT. The maximum amount payable by the State under this Grant Agreement shall not exceed $1,912,755.

4) GRANTEE COST SHARE. Not applicable to this Agreement.

5) BASIC CONDITIONS. The State shall have no obligation to disburse money for the Project(s) under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):

   A. The Grantee shall demonstrate compliance with all eligibility criteria as set forth on pages 9-11, inclusive, of the 2022 IRWM Grant Program Guidelines (2022 Guidelines).

   B. For the term of this Agreement, the Grantee shall submit Quarterly Progress Reports which must accompany an invoice ($0 Invoices are acceptable) and all invoice backup documentation. The Quarterly Progress Report shall be submitted within 60 days following the end of the calendar quarter (i.e., reports due May 30, August 29, November 29, and March 1) and all other deliverables as required by Paragraph 14, “Submission of Reports” and Exhibit A, “Work Plan”.

   C. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State.

      i. Final plans and specifications certified, signed and stamped by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A of this Grant Agreement.

      ii. Work that is subject to the California Environmental Quality Act (CEQA) (including final land purchases) shall not proceed under this Grant Agreement until the following actions are performed:

         a) The Grantee submits to the State all applicable permits, as indicated on the Environmental Information Form to the State,

         b) All documents that satisfy the CEQA process are received by the State,

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c) The State has completed its CEQA process as a Responsible Agency, and

d) The Grantee receives written notification from the State of concurrence with the Lead Agency's CEQA documents (s) and State's notice of verification of permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project, or to require changes, alterations, or other mitigation. Proceeding with work subject to CEQA prior to the State's concurrence shall constitute a material breach of this Agreement. The Grantee or Local Project Sponsor (LPS) shall also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including Environmental Impact Statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/ implementation.

iii. A monitoring plan as required by Paragraph 16, "Monitoring Plan Requirements," if applicable.

6) DISBURSEMENT OF FUNDS. The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest-bearing account and shall be used solely to pay Eligible Project Costs.

7) ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Costs incurred after the May 5, 2023, may be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to, the following items:

A. Costs, other than those noted above, incurred prior to the award date of this Grant.

B. Costs for preparing and filing a grant application.

C. Operation and maintenance costs, including post construction performance and monitoring costs.

D. Purchase of equipment that is not an integral part of a project.

E. Establishing a reserve fund.

F. Purchase of water supply.

G. Replacement of existing funding sources (e.g., bridge loans).

H. Meals, food items, or refreshments.

I. Payment of any punitive regulatory agency requirement, federal or state taxes.

J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.

K. Indirect Costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs

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that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee or LPSs; non-project-specific accounting and personnel services performed within the Grantee's or LPS' organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee, LPSs, and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

L. Mitigation for environmental impacts not resulting from implementation of the Project funded by this program.

M. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.

8) METHOD OF PAYMENT. After the disbursement requirements in Paragraph 5, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee of an electronic invoice certified and transmitted via electronic/digital signature system (e.g., DocuSign) or via US mail or Express mail delivery of a "wet signature" for costs incurred, including Local Cost Share, and timely Quarterly Progress Reports as required by Paragraph 14, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Quarterly Progress Report must accompany an invoice ($0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e. invoices due May 30, August 29, November 29, and March 1). The State will notify the Grantee, in a timely manner, whenever, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.

B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.

C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:

i. Invoices shall contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.

ii. Invoices shall be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees shall include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).

iii. One set of sufficient evidence (i.e., receipts, copies of checks, personnel hours' summary table, time sheets) shall be provided for all costs included in the invoice.

iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount" and those costs that represent the Grantee's costs, as applicable, in Paragraph 4, "Grantee Cost Share."

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v. Original signature and date of the Grantee's Project Representative. Submit an electronic invoice, certified and transmitted via electronic/digital signature system (e.g., DocuSign), from authorized representative to the Project Manager or the original "wet signature" copy of the invoice form to the Project Manager at the following address: P.O. Box 942836 Sacramento, CA 94236.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Standard Condition D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

9) ADVANCED PAYMENT. Water Code section 10551 authorizes advanced payment by the State for projects included and implemented in an applicable Integrated Regional Water Management Plan, and when the project proponent is a nonprofit organization; a disadvantaged community (DAC); or the project benefits a DAC. If a project is awarded less than $1,000,000 in grant funds, the project proponent may receive an advanced payment of fifty (50) percent of the grant award; the remaining fifty (50) percent of the grant award will be reimbursed in arrears after the advanced funds of a budget category have been fully expended. Within ninety (90) calendar days of execution of the Grant Agreement, the Grantee may provide the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after the execution of this Agreement will not be eligible to receive an advanced payment. The Advanced Payment Request shall contain the following:

A. Documentation demonstrating that each Local Project Sponsor (if different from the Grantee, as listed in Exhibit I) was notified about their eligibility to receive an advanced payment and a response from the Local Project Sponsor stating whether it wishes to receive the advanced payment or not.

B. If the Grantee is requesting the advanced payment, the request(s) shall include:

i. Descriptive information of each project with an update on project status.

ii. The names of the entities that will receive the funding for each project, including, but not limited to, an identification as to whether the project proponent or proponents are nonprofit organizations or a DAC, or whether the project benefits a DAC.

iii. A detailed Funding Plan which includes how the advanced payment will be expended (in terms of workplan, budget, and schedule) within the timeframe agreed upon by DWR and the Grantee. The Funding Plan must clearly identify the total budget (at Budget Category Level) for each project clearly showing the portion of advanced payment and reimbursement funds.

iv. Any other information that DWR may deem necessary.

C. Upon review and approval of the Advanced Payment Request, DWR will authorize payment of the fully requested amount for the qualified project(s). Based on the project's Funding Plan and other considerations, DWR may determine it is not prudent to advance the full request in a single disbursement. In such a case, DWR will develop a "Disbursement Schedule," to disburse funds in installments. This Disbursement Schedule may change based on the project's ongoing compliance with the Advanced Payment requirements and the project's cash flow needs.

D. Once DWR authorizes the Advanced Payment Request, the Grantee shall submit Advanced Payment Invoice(s) for the initial amount based on the "Disbursement Schedule" on behalf of the LPS(s),

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containing the request for each qualified project, to the State with signature and date of the Grantee's Project Representative, as indicated in Paragraph 21, "Project Representative." The Grantee shall be responsible for the timely distribution of the advanced funds to the respective LPS(s). The Advanced Payment Invoice(s) shall be submitted on forms provided by the State and shall meet the following format requirements:

i. Invoice shall contain the date of the invoice, the time period covered by the invoice, and the total amount due.

ii. Invoice shall be itemized based on the budget categories specified in Exhibit B, "Budget."

iii. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of an Advance Payment Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies).

iv. On a quarterly basis, the Grantee will submit an Accountability Report to the State that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
   1. An itemization of how advanced funds have been spent to-date (Expenditure Report), including documentation that supports the disbursements (e.g., contractor invoices, receipts, personnel hours, etc.). Accountability Reports shall be itemized based on the budget categories (i.e., tasks) specified in Exhibit B.
   2. An updated Accountability Report including an updated Funding Plan that depicts how the remaining advanced funds will be expended and the activities and deliverables associated with the advanced funds within the timeframe agreed upon by DWR and the Grantee when the advanced payment request was approved.
   3. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
   4. Proof of distribution of advanced funds to LPS(s), if applicable.

v. The State's Project Manager will notify the Grantee, in a timely manner, when, upon review of the Accountability Report, the State determines that any portion of the expenditures claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit A, the State will reject the claim and remove them from the Accountability Report.

E. Once the Grantee has spent all advanced funds in a budget category, then the method of payment will revert to the reimbursement process for that budget category specified in Paragraph 8, "Method of Payment for Reimbursement."

10) <u>REPAYMENT OF ADVANCES.</u> The State may demand repayment from the Grantee of all or any portion of the advanced State funding along with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State, and take any other action that it deems necessary to protect its interests for the following conditions:

A. A project is not being implemented in accordance with the provisions of the Grant Agreement.

B. The Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction.

C. Failure by the Grantee to submit complete and accurate quarterly Accountability Reports by the required due dates, unless otherwise approved by DWR.

D. Failure to deposit funds in a non-interest-bearing account.

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E. Use of Advance Payment funds for ineligible expenses and/or activities not consistent with this Agreement.

F. Inappropriate use of funds, as deemed by DWR.

G. Repayment amounts may also include:

i. Actual costs incurred which are not consistent with the activities presented in Exhibit A, not supported, or are ineligible.

ii. Advanced funds which are not fully expended by project completion, notwithstanding Water Code section 10551(c)(4). Unused grant funds shall be returned to DWR within sixty (60) calendar days.

Any repayment of advanced funds may consist of reducing the amount from future reimbursement invoices. The State may consider the Grantee's refusal to repay the requested advanced amount a material breach of this Agreement subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to demand repayment or withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Agreement.

11) WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 12, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a material breach subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

12) DEFAULT PROVISIONS. The Grantee shall be in default under this Grant Agreement if any of the following occur:

A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other Agreement between the Grantee and the State evidencing or securing the Grantee's obligations.

B. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement.

C. Failure to operate or maintain the Project in accordance with this Grant Agreement.

D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Standard Condition D.5.

E. Failure to submit quarterly progress reports pursuant to Paragraph 5.

F. Failure to routinely invoice the State pursuant to Paragraph 8.

G. Failure to meet any of the requirements set forth in Paragraph 13, "Continuing Eligibility."

Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:

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A. Declare the funding be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.

B. Terminate any obligation to make future payments to the Grantee.

C. Terminate the Grant Agreement.

D. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

13) CONTINUING ELIGIBILITY. The Grantee shall meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2022 Guidelines to remain eligible to receive State funds:

A. An urban water supplier that receives grant funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) as set forth on page 11 of the 2022 Guidelines and as stated on page 24 of the 2022 IRWM Implementation Grant Proposal Solicitation Package.

B. An agricultural water supplier receiving grant funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply shall have their 2015 AWMP identified on the State's website. For more information, visit the website listed in Appendix A in the 2022 Guidelines.

C. A surface water diverter receiving grant funds shall maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et. seq.

D. If applicable, the Grantee shall demonstrate compliance with the Sustainable Groundwater Management Act (SGMA) set forth on page 10 of the 2022 Guidelines.

E. If the Grantee has been designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, the Grantee shall maintain reporting compliance, as required by Water Code section 10932 and the CASGEM Program.

F. The Grantee shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406, et seq.) for data sharing, transparency, documentation, and quality control.

G. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

14) SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to

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submittal to the State. All reports shall be submitted to the State's Project Manager and shall be submitted via the DWR "Grant Review and Tracking System" (GRanTS). I f requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for such project.

A. Quarterly Progress Reports: The Grantee shall submit quarterly Progress Reports to meet the State's requirement for disbursement of funds. Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload. Progress Reports shall, in part, provide a brief description of the work performed, the Grantee's activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Progress Report must accompany an invoice ($0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e., invoices due May 30, August 29, November 29, and March 1).

B. Accountability Report: The Grantee shall prepare and submit to the State an Accountability Report on a quarterly basis if the Grantee received an advanced payment, consistent with the provisions in Paragraph 9, "Advanced Payment."

C. Project Completion Report: The Grantee shall prepare and submit to the State a separate Project Completion Report for each project included in Exhibit A. The Grantee shall submit a Project Completion Report (or a Component Completion Report, if a Project has multiple Components) within ninety (90) calendar days of Project/Component completion as outlined in Exhibit F.

D. Grant Completion Report: Upon completion of all the Projects included in Exhibit A, the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Grant Agreement, as outlined in Exhibits A, and F. Retention for any grant administration line items in the Budget of this Grant Agreement will not be disbursed until the Grant Completion Report is approved by the State.

E. Post-Performance Reports: The Grantee shall prepare and submit to the State Post-Performance Reports for the applicable project(s). Post-Performance Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the project begins operation.

15) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal by the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 12, "Default Provisions."

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16) MONITORING PLAN REQUIREMENTS. A Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post-Performance Monitoring Report requirements as defined and listed in Exhibit F, and follow the guidance provided in Exhibit L, "Project Monitoring Plan Guidance."

17) STATEWIDE MONITORING REQUIREMENTS. The Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Water Code § 10780 et seq.) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit G for web links and information regarding other State monitoring and data reporting requirements.

18) NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:

A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.

B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.

C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find shall cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.

D. The initiation of any litigation or the threat of litigation against the Grantee or an LPS regarding the Project or which may affect the Project in any way.

E. Applicable to construction projects only: Final inspection of the completed work on a project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/licensed Professional), in accordance with Exhibit D. The Grantee shall notify the State's Project Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.

19) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:

A. By delivery in person.

B. By certified U.S. mail, return receipt requested, postage prepaid.

C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.

D. By electronic means.

E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices

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shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

20) PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

21) PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources	City of Banning
Arthur Hinojosa Manager, Division of Regional Assistance P.O. Box 942836 Sacramento, CA 94236 Phone: (916) 902-6713 Email: Arthur.Hinojosa@water.ca.gov	Doug Schulze City Manager 99 E. Ramsey Street Banning, CA 92220 Phone: (951) 922-4860 Email: DSchulze@banningca.gov

Direct all inquiries to the Project Manager:

Department of Water Resources	City of Banning
Pakiza Chatha Engineer, Water Resources 707 Fairmont Avenue, Suite 200 Glendale, CA 91203 Phone: (818) 621-7257 Email: Pakiza.Chatha@water.ca.gov	Arturo Vela Director of Public Works 99 E. Ramsey Street Banning, CA 92220 Phone: (951) 922-3130 Email: Avela@banningca.gov

Either party may change its Project Representative or Project Manager upon written notice to the other party.

22) STANDARD PROVISIONS. This Grant Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

Exhibit H – State Audit Document Requirements and Cost Share Guidelines for the Grantee

Exhibit I – Local Project Sponsors and Project Locations

Exhibit J – Appraisal Specifications

Exhibit K – Information Needed for Escrow Processing and Closure

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Exhibit L – Project Monitoring Plan Guidance

Exhibit M – Invoice Guidance for Administrative and Overhead Charges

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

Arthur Hinojosa
Manager, Division of Regional Assistance

Date 10/31/2023

CITY OF BANNING

Doug Schulze
City Manager

Date 10/31/2023

Approved as to Legal Form and Sufficiency

James Herink For

Robin Brewer
Assistant General Counsel,
Office of the General Counsel

Date 10/31/2023

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EXHIBIT A

WORK PLAN

PROPOSITION 1 ROUND 2 SAN GORGONIO IRWM IMPLEMENTATION GRANT

Grant Administration

IMPLEMENTING AGENCY: City of Banning (Grantee)

PROJECT DESCRIPTION: The Grantee will administer these funds and respond to DWR's reporting and compliance requirements associated with the grant administration. This Grantee will act in a coordination role: disseminating grant compliance information to the project managers responsible for implementing the projects contained in this agreement, obtaining and retaining evidence of compliance (e.g., CEQA/NEPA documents, reports, monitoring compliance documents, labor requirements, etc.), obtaining data for progress reports from individual project managers, assembling and submitting progress reports to the State, and coordinating all invoicing and payment of invoices.

Budget Category (a): Project Administration

Task 1: Agreement Administration

The Grantee will respond to DWR's reporting and compliance requirements associated with the grant administration and will coordinate with the project managers responsible for implementing the projects contained in this agreement.

Task 2: Invoicing

The Grantee will be responsible for compiling invoices for submittal to DWR. This includes collecting invoice documentation from each of the Local Project Sponsors and compiling the information into a DWR Invoice Packet.

Deliverables:

- Quarterly Invoices and associated backup documentation

Task 3: Reporting

The Grantee will be responsible for compiling progress reports for submittal to DWR. The Grantee will coordinate with Local Project Sponsor staff to retain consultants as needed to prepare and submit progress reports and final project completion reports for each project, as well as the grant completion report.

Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in Exhibit F of this Agreement.

Deliverables:

- Quarterly Progress Reports
- Grant Completion Report

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PROJECT 1: Twin Pines Water Supply Reliability and Fire Protection Upgrades

IMPLEMENTING AGENCY: High Valleys Water District

PROJECT DESCRIPTION: The project will replace and upsize approximately 4,800 linear feet of failing water main and install approximately 10 new fire hydrants within the rural community of Twin Pines, California. The project will provide a reliable water supply of 3.8 acre-feet per year (AFY) and will improve flows to meet fire code, bringing the 12 households in this community within a preferred threshold for fire protection.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with the Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR via the Grantee.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

Pipeline will be installed within the roadway right-of-way. The contractor will secure an encroachment permit from Riverside County for construction within the right-of-way. Both laterals will be constructed within existing easements.

Deliverables:

- Documentation supporting property value (if purchased)
- All relevant documentation regarding property ownership transfer or acquisition of easement including final recorded deed, title report, etc. (if required)

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Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

Project Feasibility Studies were completed in 2020 as part of the project development process. The Feasibility Studies include: an investigation for CEQA compliance, identification of the most cost-effective alignment for the proposed pipe, recommended pipe material, hydraulic calculations, compliance with county fire requirements and cost estimates for design and construction.

Deliverables:

- Relevant Feasibility Studies

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this project: (1) A Stormwater Pollution Prevention Plan permit and (2) an encroachment permit from the County of Riverside.

Deliverables:

- Permits as required

Task 7: Design

Preliminary and final design for the pipeline and fire hydrants will be completed. Final plans and specifications will be provided.

Deliverables:

- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

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Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site as needed for the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities include mobilization of equipment and transport to the site; setting up temporary facilities (e.g., field office, construction barriers) and clearing site for construction as needed; construction of approximately 4,700-4,800 feet of 8-inch water main and associated appurtenances to serve 12 existing homes, and up to 10 fire hydrant assemblies along the new upsized water main; and site cleanup and site restoration (e.g., post-construction restoration of the roadway), and removal of all temporary facilities. The existing pipeline will remain in place.

Deliverables:

- Photographic Documentation of Progress

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PROJECT 2: Esperanza Street Waterline Improvements, Phase 1

IMPLEMENTING AGENCY: Cabazon Water District

PROJECT DESCRIPTION: The project will replace and upsize approximately 900 linear feet of a failing water line in Cabazon, California. The project will conserve approximately 0.3 AFY and will improve flows to meet fire code, bringing the 27 service connections within the preferred threshold for fire protection.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with the Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR via the Grantee.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

Not applicable; the project is consistent with previous projects completed by Cabazon Water District and is necessary to address a system deficiency.

Deliverables: N/A

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Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this project: an encroachment permit from Riverside County to perform work within the Riverside County right-of-way. The encroachment permit will be secured prior to construction but cannot be secured until the contractor is selected.

Deliverables:

- Permits as required

Task 7: Design

Preliminary and final design for the pipeline will be completed. All designs will comply with applicable construction and health and safety standards. Final plans and specifications will be provided.

Deliverables:

- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

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Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities include mobilization of equipment and transport to the site; setting up temporary facilities (e.g., construction barriers), clearing site for construction as needed, and identification of existing underground utilities to avoid as necessary; Excavate trench to remove existing 4” steel pipe. Construct approximately 900 feet of 8-inch PVC water main and connect to the existing system. Connect the water main to existing meters and hydrants, and complete backfill and compaction of trench; site cleanup and site restoration (e.g., trench backfilling, post-construction restoration of the roadway), and removal of all temporary facilities and equipment.

Deliverables:

- Photographic Documentation of Progress

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PROJECT 3: Lions Park Recycled Water Conversion Project

IMPLEMENTING AGENCY: City of Banning

PROJECT DESCRIPTION: The project will convert the irrigation system at Lions Park from potable to recycled water. The work also includes installation of recycled water identification valve boxes, lids, and tags; installation of recycled water signs; sprinkler head retrofits to water efficient, color-coded purple heads; and installation of a smart irrigation controller and backflow preventer. The project will conserve approximately 36.75 AFY of potable water and an additional 7.35 AFY through installation of a smart irrigation controller that will reduce overall water demands at the 8.86-acre park for a total water savings of approximately 44.1 AFY.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

Not applicable.

Deliverables: N/A

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Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

No permits are required.

Deliverables: N/A

Task 7: Design

The Grantee will develop and finalize improvement plans and specifications that meet the goals of the project in a cost-effective manner. All designs will comply with applicable construction and health and safety standards. Final plans and technical specifications will be provided.

Deliverables:

- Final Plans and Technical Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

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Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. An engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities include mobilization of equipment and transport to the site; setting up temporary facilities (e.g., field office, construction barriers) and clearing site for construction as needed; Installing recycled water identification valve boxes, lids, and tags, and recycled water signs, Installing water efficient (anti-mist), color-coded sprinkler heads for recycled water, installing a smart irrigation controller and backflow prevention devise, and installing a new 4 inch recycled water meter for the park and connect the existing irrigation system to the new meter; and site cleanup and site restoration (e.g., post-construction restoration of the park), and removal of all temporary facilities and equipment. All construction work will be done as per the final design and specifications.

Deliverables:

- Photographic Documentation of Progress

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EXHIBIT B

BUDGET

PROPOSITION 1 ROUND 2 SAN GORGONIO IRWM IMPLEMENTATION GRANT

AGREEMENT BUDGET SUMMARY

	PROJECTS	Grant Amount	Required Cost Share: Non-State Fund Source	Other Cost Share	Total Cost	Cost Share Required %
	Grant Administration	$114,462	$0	$0	$114,462	N/A
1	Project 1: Twin Pines Water Supply Reliability and Fire Protection Upgrades	$964,324	$0	$20,000	$984,324	0%
2	Project 2: Esperanza Street Waterline Improvements, Phase 1	$343,700	$0	$16,000	$359,700	0%
3	Project 3: Lions Park Recycled Water Conversion Project	$490,269	$0	$8,987	$499,256	0%
	GRAND TOTAL	**$1,912,755**	**$0**	**$44,987**	**$1,957,742**	

Grant Administration

Implementing Agency: City of Banning

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source	Other Cost Share	Total Cost
(a)	Project Administration	$114,462	$0	$0	**$114,462**
	TOTAL COSTS	**$114,462**	**$0**	**$0**	**$114,462**

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PROJECT 1: Twin Pines Water Supply Reliability and Fire Protection Upgrades

Implementing Agency: High Valleys Water District

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a)	Project Administration	$3,324	$0	$20,000	$23,324
(b)	Land Purchase / Easement	$2,000	$0	$0	$2,000
(c)	Planning / Design / Engineering / Environmental Documentation	$72,000	$0	$0	$72,000
(d)	Construction / Implementation	$887,000	$0	$0	$887,000
	TOTAL COSTS	**$964,324**	**$0**	**$20,000**	**$984,324**

NOTES:

*The project received a 100% cost share waiver.

**Other Cost Share fund source(s): High Valleys Water District General Fund, provided as in-kind labor by District staff.

PROJECT 2: Esperanza Street Waterline Improvements, Phase 1

Implementing Agency: Cabazon Water District

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a)	Project Administration	$8,000	$0	$8,000	$16,000
(b)	Land Purchase / Easement	$0	$0	$0	$0
(c)	Planning / Design / Engineering / Environmental Documentation	$41,000	$0	$2,000	$43,000
(d)	Construction / Implementation	$294,700	$0	$6,000	$300,700
	TOTAL COSTS	**$343,700**	**$0**	**$16,000**	**$359,700**

NOTES:

*The project received a 100% cost share waiver.

**Other Cost Share fund source(s): Cabazon Water District General Fund, provided as in-kind labor by District staff.

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PROJECT 3: Lions Park Recycled Water Conversion Project

Implementing Agency: City of Banning

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a)	Project Administration	$35,065	$0	$8,987	$44,052
(b)	Land Purchase / Easement	$0	$0	$0	$0
(c)	Planning / Design / Engineering / Environmental Documentation	$42,100	$0	$0	$42,100
(d)	Construction / Implementation	$413,104	$0	$0	$413,104
	TOTAL COSTS	**$490,269**	**$0**	**$8,987**	**$499,256**

NOTES:

*The project received a 100% cost share waiver.

**Other Cost Share fund source(s): City of Banning Water Operations Fund.

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EXHIBIT C

SCHEDULE

PROPOSITION 1 ROUND 2 SAN GORGONIO IRWM IMPLEMENTATION GRANT

Grant Administration

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	05/01/2023	12/31/2025

PROJECT 1: Twin Pines Water Supply Reliability and Fire Protection Upgrades

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	05/01/2023	09/30/2025
b	Land Purchase / Easement	11/01/2023	03/31/2024
c	Planning / Design / Engineering / Environmental Documentation	05/01/2023	03/31/2024
d	Construction / Implementation	11/02/2023	06/30/2025

Budget Category (c) overlaps with Budget Category (d) to accommodate finalization of the Project Monitoring Plan (Task 8) and securing of the encroachment permit (Task 6), while beginning the Construction contracting processes (Task 9).

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PROJECT 2: Esperanza Street Waterline Improvements, Phase 1

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	05/01/2023	05/01/2025
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	05/01/2023	12/01/2023
d	Construction / Implementation	08/02/2023	02/01/2025

Budget Category (c) overlaps with Budget Category (d) to accommodate finalization of the Project Monitoring Plan (Task 8) and completion of the Notice of Exemption (Task 5), while beginning the Construction contracting processes (Task 9).

PROJECT 3: Lions Park Recycled Water Conversion Project

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	05/01/2023	09/30/2025
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	05/01/2023	02/28/2024
d	Construction / Implementation	01/01/2024	06/30/2025

Budget Category (c) overlaps with Budget Category (d) to accommodate finalization of the Project Monitoring Plan (Task 8) and to begin the Construction contracting processes (Task 9).

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EXHIBIT D

STANDARD CONDITIONS

D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

A. Separate Accounting of Funding Disbursements: Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.

B. Disposition of Money Disbursed: All money disbursed pursuant to this Grant Agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.

C. Remittance of Unexpended Funds: Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.

D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

D.3. AMENDMENT: This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.

D.4. AMERICANS WITH DISABILITIES ACT: By signing this Grant Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5. AUDITS: State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may elect to pursue any remedies provided in Paragraph 12 or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

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Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant Agreement with respect of all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Grantee's activities. Code, § 79708, subd. (b)

D.6. BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for this program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant Agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant Agreement with no liability occurring to State, or offer a Grant Agreement amendment to Grantee to reflect the reduced amount.

D.7. CALIFORNIA CONSERVATION CORPS: Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.

D.8. CEQA: Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 12, "Default Provisions."

D.9. CHILD SUPPORT COMPLIANCE ACT: The Grantee acknowledges in accordance with Public Contract Code section 7110, that:

A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

D.10. CLAIMS DISPUTE: Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

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D.11. COMPETITIVE BIDDING AND PROCUREMENTS: Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting.

D.12. COMPUTER SOFTWARE: Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

D.13. CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.

A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
D. Employees and Consultants to the Grantee: Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

D.14. DELIVERY OF INFORMATION, REPORTS, AND DATA: Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by State.

D.15. DISPOSITION OF EQUIPMENT: Grantee shall provide to State, not less than thirty (30) calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than $5,000.00 per item. Within sixty (60) calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.

D.16. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Grant Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under

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the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
   i. The dangers of drug abuse in the workplace,
   ii. Grantee's policy of maintaining a drug-free workplace,
   iii. Any available counseling, rehabilitation, and employee assistance programs, and
   iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
   i. Will receive a copy of Grantee's drug-free policy statement, and
   ii. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

D.17. EASEMENTS: Where the Grantee acquires property in fee title or funds improvements to real property using State funds provided through this Grant Agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

Failure to provide an easement or other title restriction acceptable to the State may result in termination of this Agreement.

D.18. FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL: Upon completion of the Project, Grantee shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.

D.19. GRANTEE'S RESPONSIBILITIES: Grantee and its representatives shall:

A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A and in accordance with Exhibits B and C.
B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
C. Comply with all applicable California, federal, and local laws and regulations.
D. Implement the Project in accordance with applicable provisions of the law.
E. Fulfill its obligations under the Grant Agreement and be responsible for the performance of the Project.
F. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall provide copies of permits and approvals to State.

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G. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Agreement.
H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

D.20. GOVERNING LAW: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

D.21. INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

D.22. INDEMNIFICATION: Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.

D.23. INDEPENDENT CAPACITY: Grantee, and the agents and employees of Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

D.24. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.

D.25. INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with State.

D.26. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: http://www.dir.ca.gov/ lcp.asp. For more information, please refer to DIR's *Public Works Manual* at: https://www.dir.ca.gov/ dlse/PWManualCombined.pdf. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers'

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compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

D.27. MODIFICATION OF OVERALL WORK PLAN: At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Grant Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Grant Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.

D.28. NONDISCRIMINATION: During the performance of this Grant Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, and denial of medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.

D.29. OPINIONS AND DETERMINATIONS: Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

D.30. PERFORMANCE BOND: Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than $25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)

D.31. PRIORITY HIRING CONSIDERATIONS: If this Grant Agreement includes services in excess of $200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.

D.32. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee meet its obligations under this

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Grant Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.

D.33. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.

D.34. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.

D.35. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

D.36. RETENTION: The State shall withhold ten percent (10%) of the funds, for each project, until the project is complete, and a Final Project Report is approved and accepted by DWR. If a project has multiple components (within a project), at the State's discretion and upon a written request by the Grantee, any retained amount attributable to a single component may be released when that component is complete and the Final Component Completion Report is approved. Upon approval of the Final Project Report and/or Final Component Completion Report, any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest.

D.37. RIGHTS IN DATA: Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.

D.38. SEVERABILITY: Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.

D.39. SUSPENSION OF PAYMENTS: This Grant Agreement may be subject to suspension of payments or termination, or both if the State determines that:

A. Grantee, its contractors, or subcontractors have made a false certification, or
B. Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.

D.40. SUCCESSORS AND ASSIGNS: This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.

D.41. TERMINATION BY GRANTEE: Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.

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D.42. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 12, "Default Provisions," the State may terminate this Grant Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 12, "Default Provisions."

D.43. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.

D.44. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.

D.45. TIMELINESS: Time is of the essence in this Grant Agreement.

D.46. TRAVEL – DAC, EDA, TRIBES PROJECT: Travel is only an eligible reimbursable expense for projects providing at least 75% of benefits to DACs, EDAs, and/or Tribes (based on population or geographic area). Only ground transportation and lodging are eligible for grant reimbursement. Per diem costs will not be eligible for grant reimbursement. Any reimbursement for necessary travel shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred. No travel outside of the IRWM region shall be reimbursed unless prior written authorization is obtained from the State.

D.47. UNION ORGANIZING: Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant Agreement. Furthermore, Grantee, by signing this Grant Agreement, hereby certifies that:

A. No State funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing.
B. Grantee shall account for State funds disbursed for a specific expenditure by this Grant Agreement to show those funds were allocated to that expenditure.
C. Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
D. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that Grantee shall provide those records to the Attorney General upon request.

D.48. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.

D.49. WAIVER OF RIGHTS: None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

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EXHIBIT E

AUTHORIZING RESOLUTION

RESOLUTION 2023-113

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, DESIGNATING AN AUTHORIZED REPRESENTATIVE TO EXECUTE AN AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES FOR A PROPOSITION 1 ROUND 2 INTEGRATED REGIONAL WATER MANAGEMENT IMPLEMENTATION GRANT

WHEREAS, on January 10, 2023 City Council adopted Resolution 2023-11 authorizing the submittal of a grant application to the Department of Water Resources to obtain Proposition (Prop) 1 Round 2 Integrated Regional Water Management (IRWM) Implementation Grant funds; and

WHEREAS, pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 the City of Banning, on behalf of the San Gorgonio IRWM Region, submitted a Prop 1 Round 2 IRWM grant application ("Proposal"); and

WHEREAS, on May 18, 2023 the City of Banning received an award notification that the submitted Proposal was awarded the requested funds in the amount of $1,912,755.

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

SECTION 1. The City Council authorizes and directs the City Manager of the City of Banning, or designee, to prepare the necessary data, conduct investigations, file the Proposal and execute a Prop 1 Round 2 grant agreement or any amendments related thereto with the California Department of Water Resources.

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 13th day of June 2023.

Alberto Sanchez, Mayor
City of Banning

ATTEST:

Caroline Patton, Deputy City Clerk
City of Banning

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APPROVED AS TO FORM AND LEGAL CONTENT:

Kevin G. Ennis, City Attorney's Office
Richards, Watson & Gershon

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CERTIFICATION:

I, Caroline Patton, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2023-113, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 13th day of June 2023 by the following vote, to wit:

AYES: Flynn, Gonzales, Minjares, Sanchez, and Wallace.

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Deputy City Clerk
City of Banning, California

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EXHIBIT F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, discuss the following at the task level, as organized in Exhibit A:

- Percent complete (by work)
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Scheduling concerns and issues encountered that may delay completion of the task.

For each project, discuss the following at the project level, as organized in Exhibit A:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Budget projections for grant share for the next two quarters
- Any schedule or budget modifications approved by DWR during the reporting period.

PROJECT COMPLETION REPORT

The Project Completion Report (or a Component Completion Report, if a Project has multiple Components) shall generally use the following format provided below for each project after completion.

Executive Summary

The Executive Summary should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- List any official amendments to this Grant Agreement, with a short description of the amendment.

Reports and/or Products

The following items should be provided, unless already submitted as a deliverable:

- A copy of any final technical report or study, produced for or utilized in this Project as described in the Exhibit A
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final project schedule showing actual progress versus planned progress as shown in Exhibit C

Additional information that may be applicable for implementation projects includes the following:

- Record drawings
- Final geodetic survey information
- Project photos

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Cost & Disposition of Funds

A list showing:

- Summary of Project costs including the following items:
  - Accounting of the cost of project expenditure;
  - Include all internal and external costs not previously disclosed (i.e., additional cost share); and
  - A discussion of factors that positively or negatively affected the project cost and any deviation from the original Project cost estimate.

Additional Information

- Benefits derived from the Project, with quantification of such benefits provided.
- If applicable, Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Exhibit D, that the project was conducted in accordance with the approved Work Plan in Exhibit A and any approved amendments thereto.
- Submittal schedule for the Post-Performance Report.

GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects funded by this Grant Agreement, and includes the following:

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion of: each project completed and how they achieved IRWM Plan objectives and/or Regional goals and whether the level, type, or magnitude of benefits of the project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; the benefits to DAC and/or EDA as part of this Grant Agreement if a DAC or EDA Cost Share Waiver was approved for a project; and a summary of final funds disbursement for each project.

Additional Information: Summary of the submittal schedule for the Post-Performance Reports applicable for the projects in this Grant Agreement.

POST-PERFORMANCE REPORT

The Post-Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance; whether the project is being operated and maintained and providing intended benefits as proposed. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

Reports and/or products

- Header including the following:
  - Grantee Name
  - Implementing Agency (if different from Grantee)
  - Grant Agreement Number
  - Project Name
  - Funding grant source (i.e., 2022 Proposition 1 IRWM Implementation Grant)
  - Report number

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- Post-Performance Report schedule
- Time period of the annual report (e.g., January 2024 through December 2024)
- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

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EXHIBIT G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: http://www.ceden.org.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program Information on the GAMA Program can be obtained at: https://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml.

Groundwater Level Data

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data in can be found at: http://www.water.ca.gov/waterdatalibrary/.

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EXHIBIT H

STATE AUDIT DOCUMENT REQUIREMENTS AND COST SHARE GUIDELINES FOR THE GRANTEE

The following provides a list of documents typically required by State Auditors and general guidelines for the Grantee. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. The Grantee should ensure that such records are maintained for each funded project.

State Audit Document Requirements

Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
   a) Receipts and deposits
   b) Disbursements
   c) State reimbursement requests
   d) Expenditure tracking of State funds
   e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

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Personnel:
1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:
1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

Cost Share Guidelines

Cost Share consists of non-State funds, including in-kind services. In-kind services are defined as work performed (i.e., dollar value of non-cash contributions) by the Grantee (and potentially other parties) directly related to the execution of the funded project. Examples include volunteer services, equipment use, and use of facilities. The cost if in-kind service can be counted as cost share in-lieu of actual funds (or revenue) provided by the Grantee. Other cost share and in-kind service eligibility conditions may apply. Provided below is guidance for documenting cost share with and without in-kind services.

1. Although tracked separately, in-kind services shall be documented and, to the extent feasible, supported by the same methods used by the Grantee for its own employees. Such documentation should include the following:
    a. Detailed description of the contributed item(s) or service(s)
    b. Purpose for which the contribution was made (tied to project work plan)
    c. Name of contributing organization and date of contribution
    d. Real or approximate value of contribution. Who valued the contribution and how was the value determined? (e.g., actual, appraisal, fair market, etc.). Justification of rate. (See item #2, below)
    e. Person's name and the function of the contributing person
    f. Number of hours contributed
    g. If multiple sources exist, these should be summarized on a table with summed charges
    h. Source of contribution if it was provided by, obtained with, or supported by government funds
2. Rates for volunteer or in-kind services shall be consistent with those paid for similar work in the Grantee's organization. For example, volunteer service of clearing vegetation performed by an attorney shall be valued at fair market value for this service, not the rate for professional legal services. In those instances, in which the required skills are not found in the recipient organization, rates shall be consistent with those paid for similar work in the labor market. Paid fringe benefits that are reasonable, allowable, and allocable may be included in the valuation.
3. Cost share contribution (including in-kind services) shall be for costs and services directly attributed to activities included in the Grant Agreement. These services, furnished by professional and technical personnel, consultants, and other skilled labor may be counted as in-kind if the activities are an integral and necessary part of the project funded by the Grant Agreement.
4. Cash contributions made to a project shall be documented as revenue and in-kind services as expenditures. These costs should be tracked separately in the Grantee's accounting system.

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EXHIBIT I

LOCAL PROJECT SPONSORS AND PROJECT LOCATIONS

The Grantee has assigned, for each project, a Local Project Sponsor (LPS) according to the roles of the participating agencies identified in the IRWM Plan. LPSs may act on behalf of the Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. LPSs are identified for each sponsored Project below:

Local Project Sponsor Agency Designation

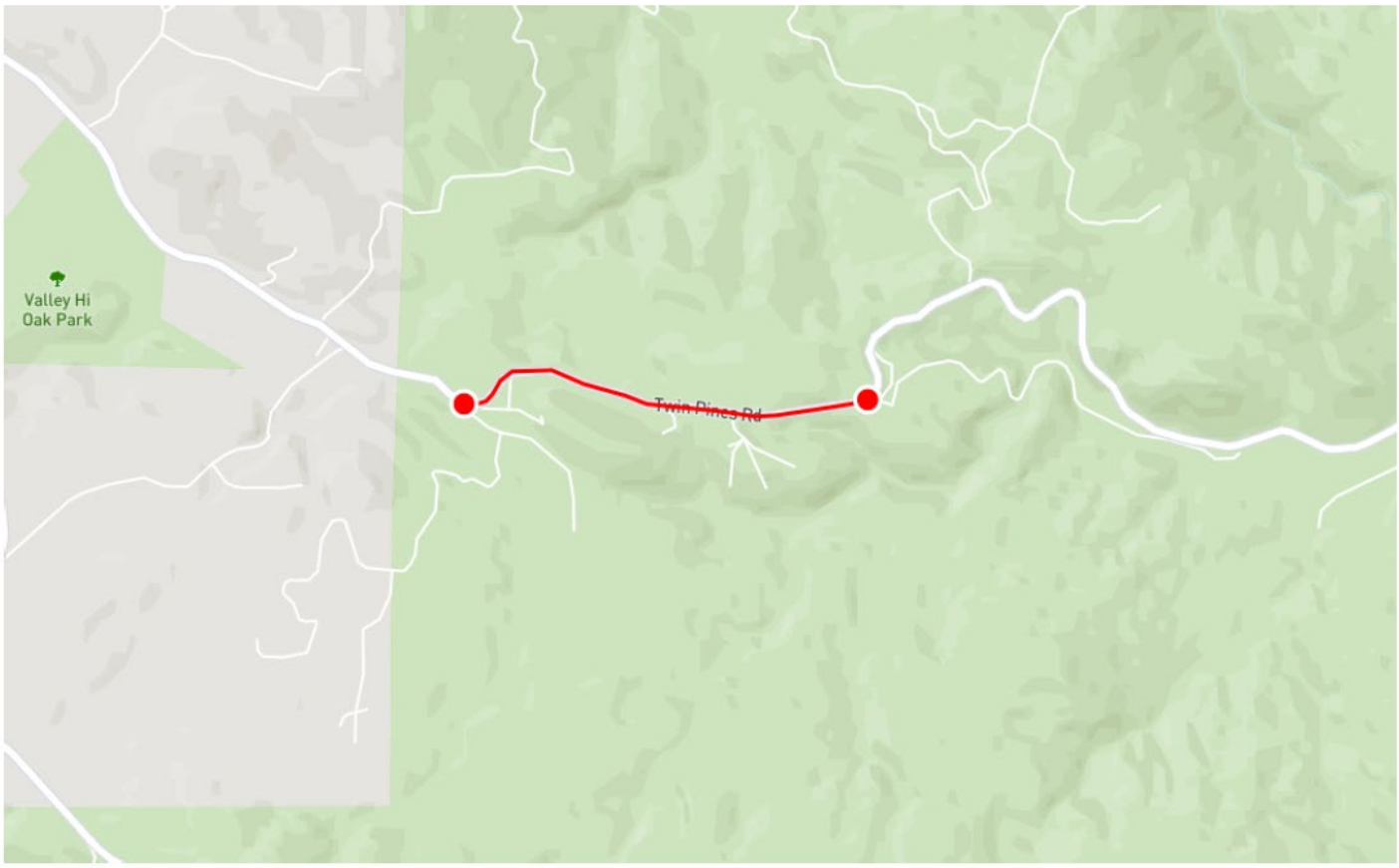
Sponsored Project: Project 1: Twin Pines Water Supply Reliability and Fire Protection Upgrades

Sponsor Agency: High Valleys Water District

Agency Address: 47781 Twin Pines Road, Banning, CA 92220

Project Location: Banning, California (33.86722, -116.822778 to 33.866667, -116.814167)

High Valleys Water District Pipeline Upgrade



1" = 1522 ft	Prop 1 Round 2 IRWM	08/02/2023	

This map may represents a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.

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Local Project Sponsor Agency Designation

Sponsored Project: Project 2: Esperanza Street Waterline Improvements, Phase 1

Sponsor Agency: Cabazon Water District

Agency Address: 14618 Broadway Street, Cabazon, CA 92230

Project Location: Cabazon, California (33.90055556, 116.75444444)

Esperanza Street Waterline Improvements, Phase 1

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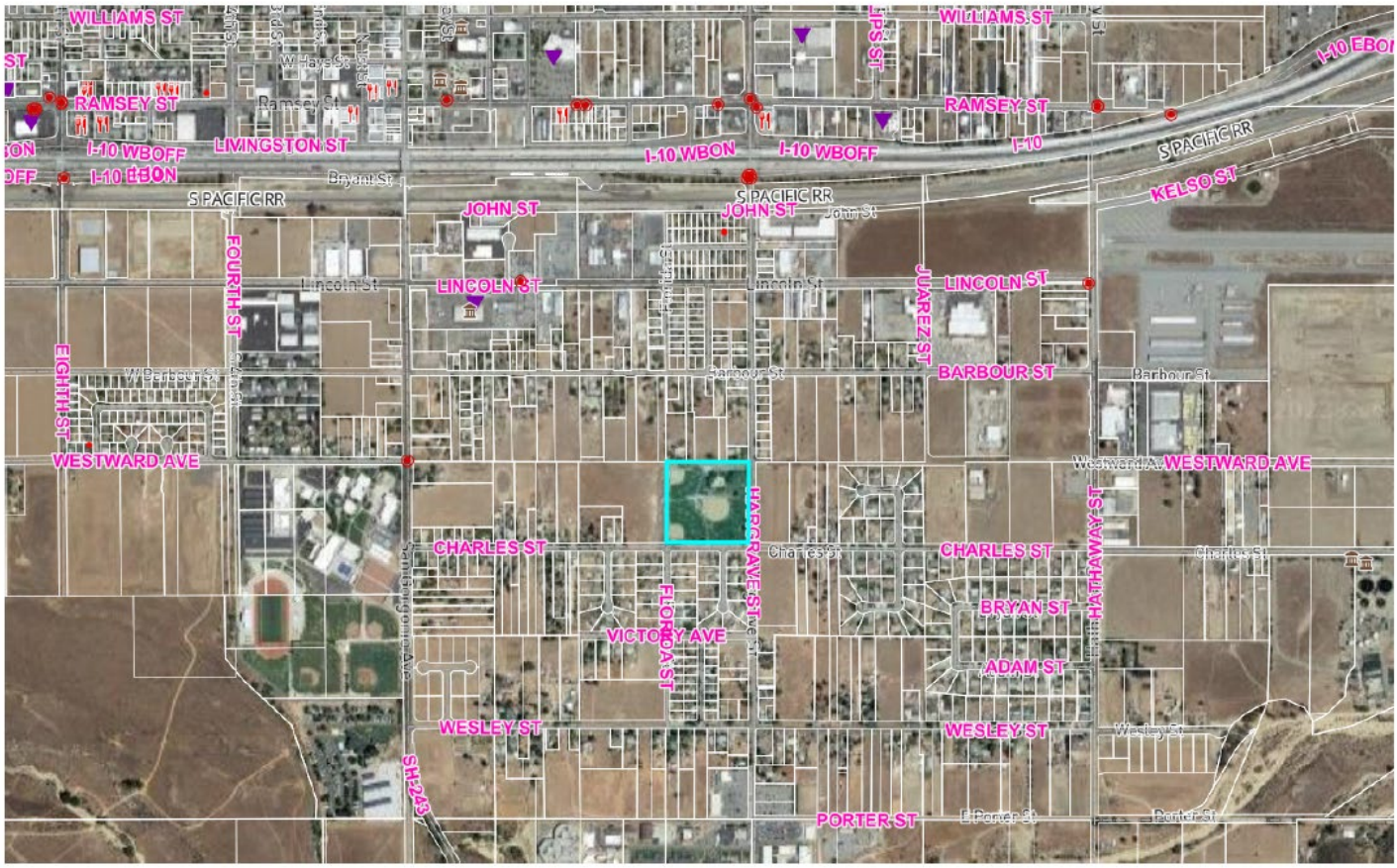
Sponsored Project: Project 3: Lions Park Recycled Water Conversion Project

Sponsor Agency: City of Banning

Agency Address: 99 E. Ramsey Street, Banning, CA 92220

Project Location: Banning, California (33.917222, -116.868611)

Lions Park, Banning Ca



1" = 1233 ft	Prop 1 Round 2	07/31/2023	

This map may represents a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.

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EXHIBIT J

APPRAISAL SPECIFICATIONS

For implementation projects that include Land Acquisition Only:

For property acquisitions funded by this Grant Agreement, the Grantee shall submit an appraisal for review and approval by the Department of General Services or DWR's Real Estate Branch prior to reimbursement or depositing State funds into an escrow account. This information should be submitted at least 90 days prior to a reimbursement request to account for review time. All appraisal reports, regardless of report format, shall include all applicable Appraisal Specifications below. Appraisals for a total compensation of $150,000 or more shall be reported as a Self-Contained Appraisal Report. Appraisals for a total compensation of less than $150,000 may be reported as a Summary Appraisal Report, which includes all information necessary to arrive at the appraiser's conclusion. Appraisal Specifications 14, 16, 21, 23-25, and 28 shall be a narrative analysis regardless of the reporting format.

1. Title page with sufficient identification of appraisal assignment.
2. Letter of transmittal summarizing important assumptions and conclusions, value estimate, date of value and date of report.
3. Table of contents.
4. Assumptions and Limiting Conditions, Extraordinary Assumptions, and Hypothetical Conditions as needed.
5. Description of the scope of work, including the extent of data collection and limitations, if any, in obtaining relevant data.
6. Definition of Fair Market Value, as defined by California Code of Civil Procedure, § 1263.320.
7. Photographs of subject property and comparable data, including significant physical features and the interior of structural improvements, if applicable.
8. Copies of Tax Assessor's plat map with the subject marked along with all contiguous assessor's parcels that depict the ownership.
9. A legal description of the subject property, if available.
10. For large, remote or inaccessible parcels, provide aerial photographs or topographical maps depicting the subject boundaries.
11. Three (3) year subject property history, including sales, listings, leases, options, zoning, applications for permits, or other documents or facts that might indicate or affect use or value.
12. Discussion of any current Agreement of Sale, option, or listing of subject property. This issue required increased diligence since state agencies often utilize non-profit organizations to quickly acquire sensitive habitat parcels using Option Agreements. However, due to confidentiality clauses, the terms of the Option are often not disclosed to the State If the appraiser discovers evidence of an Option or the possible existence of an Option, and the terms cannot be disclosed due to a confidentiality clause, then the appraiser is to cease work and contact the client.
13. Regional, area, and neighborhood analyses. This information may be presented in a summary format.
14. Market conditions and trends including identification of the relevant market area, a discussion of supply and demand within the relevant market area, and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area. This information may be presented in a summary format.

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15. Discussion of subject land/site characteristics (size, topography, current use, elevations, zoning and land use issues, development entitlements, General Plan designation, utilities, offsite improvements, access, land features such as levees and creeks, offsite improvements, easements and encumbrances, covenants, conditions and restrictions, flood and earthquake information, toxic hazards, water rights, mineral rights, toxic hazards, taxes and assessments, etc.).

16. Description of subject improvements including all structures, square footage, physical age, type of construction, quality of construction, condition of improvements and/or identification of any permanent plantings. Discussion of construction cost methodology, costs included and excluded, accrued depreciation from all causes, remaining economic life, items of deferred maintenance and cost to cure, and incurable items. Construction cost data shall include cost data source, date of estimate or date of publication of cost manual, section and page reference of cost manual, copies of cost estimate if provided from another source, replacement or reproduction cost method used, and supporting calculations including worksheets or spreadsheets.

17. Subject property leasing and operating cost history, including all items of income and expense.

18. Analysis and conclusion of the larger parcel for partial taking appraisals. For partial taking appraisals, Appraisal Specifications generally apply to the larger parcel rather than an ownership where the larger parcel is not the entire ownership.

19. Include a copy of a recent preliminary title report (within the past year) as an appraisal exhibit. Discuss the title exceptions and analyze the effect of title exceptions on fair market value.

20. For appraisals of partial takings or easements, a detailed description of the taking or easement area including surface features and topography, easements, encumbrances or improvements including levees within the subject partial take or easement, and whether the take area is characteristic of the larger parcel. Any characteristics of the taking area, including existing pre-project levees that render the take area different from the larger parcel shall be addressed in the valuation.

21. Opinion of highest and best use for the subject property, based on an in-depth analysis supporting the concluded use which includes the detail required by the complexity of the analysis. Such support typically requires a discussion of the four criteria of tests utilized to determine the highest and best use of a property. If alternative feasible uses exist, explain and support market, development, cash flow, and risk factors leading to an ultimate highest and best use decision.

22. All approaches to market value applicable to the property type and in the subject market. Explain and support the exclusion of any usual approaches to value.

23. Map(s) showing all comparable properties in relation to the subject property.

24. Photographs and plat maps of comparable properties.

25. In-depth discussion of comparable properties, similarities and differences compared to the subject property, adjustments to the comparable data, and discussion of the reliability and credibility of the data as it relates to the indicated subject property value. Improved comparable sales which are used to compare to vacant land subject properties shall include an allocation between land and improvements, using methodology similar to methodology used in item 16 above to estimate improvement value when possible, with an explanation of the methodology used.

26. Comparable data sheets.

    a. For sales, include information on grantor/Grantee, sale/recordation dates, listed or asking price as of the date of sale, highest and best use, financing, conditions of sale, buyer motivation, sufficient location information (street address, post mile, and/or distance from local landmarks such as bridges, road intersections, structures, etc.), land/site characteristics, improvements, source of any allocation of sale price between land and improvements, and confirming source.

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b. For listings, also include marketing time from list date to effective date of the appraisal, original list price, changes in list price, broker feedback, if available.

c. For leases, include significant information such as lessor/lessee, lease date and term, type of lease, rent and escalation, expenses, size of space leased, tenant improvement allowance, concessions, use restrictions, options, and confirming source. When comparing improved sales to a vacant land subject, the contributory value of the improvements shall be segregated from the land value.

27. For appraisals of easements, a before and after analysis of the burden of the easement on the fee, with attention to how the easement affects highest and best use in the after condition. An Easement Valuation Matrix or generalized easement valuation references may be used ONLY as a reference for a secondary basis of value.

28. For partial taking and easement appraisals, valuation of the remainder in the after condition and analysis and identification of any change in highest and best use or other characteristics in the after condition, to establish severance damages to the remainder in the after condition, and a discussion of special and general benefits, and cost to cure damages or construction contract work.

29. There are occasions where properties involve water rights, minerals, or salable timber that require separate valuations. If an appraisal assignment includes water rights, minerals, or merchantable timber that requires separate valuation, the valuation of the water rights, minerals, or merchantable timber shall be completed by a credentialed subject matter specialist.

30. For partial taking and easement appraisals, presentation of the valuation in California partial taking acquisition required format.

31. Implied dedication statement.

32. Reconciliation and final value estimate. Include analysis and comparison of the comparable sales to the subject, and explain and support conclusions reached.

33. Discussion of any departures taken in the development of the appraisal.

34. Signed Certification consistent with the language found in Uniform Standards of Professional Appraisal Practice.

35. If applicable, in addition to the above, appraisals of telecommunication sites shall also provide:

    a. A discussion of market conditions and trends including identification of the relevant market, a discussion of supply and demand within the relevant market area and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area.

    b. An analysis of other leases comparable to subject property. Factors to be discussed in the analysis include the latitude, longitude, type of tower, tower height, number of rack spaces, number of racks occupied, placement of racks, power source and adequacy, back-up power, vault and site improvements description and location on site, other utilities; access, and road maintenance costs.

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EXHIBIT K

INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE

For implementation projects that include Land Acquisition Only:

The Grantee shall provide the following documents to the State Project Representative during the escrow process. Property acquisition escrow documents shall be submitted within the term of this Grant Agreement and after a qualified appraisal has been approved.

- Name and Address of Title Company Handling the Escrow
- Escrow Number
- Name of Escrow Officer
- Escrow Officer's Phone Number
- Dollar Amount Needed to Close Escrow
- Legal Description of Property Being Acquired
- Assessor's Parcel Number(s) of Property Being Acquired
- Copy of Title Insurance Report
- Entity Taking Title as Named Insured on Title Insurance Policy
- Copy of Escrow Instructions in Draft Form Prior to Recording for Review Purposes
- Copy of Final Escrow Instructions
- Verification that all Encumbrances (i.e., Liens, Back Taxes, and Similar Obligations) have been Cleared Prior to Recording the Deed to Transfer Title
- Copy of Deed for Review Purposes Prior to Recording
- Copy of Deed as Recorded in County Recorder's Office
- Copy of Escrow Closure Notice

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EXHIBIT L

PROJECT MONITORING PLAN GUIDANCE

Introduction

For each project contained in Exhibit A, please include a brief description of the project (maximum ~150 words) including project location, implementation elements, need for the project (what problem will the project address) and responds to the requirements listed below.

Project Monitoring Plan Requirements

The Project Monitoring Plan shall contain responses to the following questions:

- What are the anticipated project physical benefits?
- What are the corresponding numeric targets for each project benefit?
- How will proposed numeric targets be measured?
- What are baseline conditions?
- When will the targets be met (e.g., upon project completion, five years after completion)?
- How often will monitoring be undertaken (e.g., monthly, yearly).
- Where are monitoring point locations (e.g., meter located at…, at stream mile…)? Include relevant maps.
- How will the project be maintained (e.g., irrigation, pest management, weed abatement)?
- What will be the frequency and duration of maintenance proposed activities?
- Are there any special environmental considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)?
- Who is responsible for collecting the samples (i.e., who is conducting monitoring and/or maintenance)?
- How, and to whom, will monitoring results be reported (e.g., paper reports, online databases, public meetings)?
- What adaptive management strategies will be employed if problems are encountered during routine monitoring or maintenance?
- What is the anticipated life of the project?

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EXHIBIT M

INVOICE GUIDANCE FOR ADMINISTRATIVE AND OVERHEAD CHARGES

The funds provided pursuant to this Agreement may only be used for costs that are directly related to the funded Project. The following provides a list of typical requirements for invoicing, specifically providing guidance on the appropriate methods for invoicing administrative and direct overhead charges.

Administration Charges

Indirect and General Overhead (i.e., indirect overhead) charges are not an allowable expense for reimbursement. However, administrative expenses that are apportioned directly to the project are eligible for reimbursement. Cost such as rent, office supplies, fringe benefits, etc. can be “Direct Costs” and are eligible expenses as long as:

- There is a consistent, articulated method for how the costs are allocated that is submitted and approved by the Grant Manager. The allocation method must be fully documented for auditors.
- A “fully-burdened labor rate” can be used to capture allowable administrative costs.
- The administrative/overhead costs can never include:
    - Non-project specific personnel and accounting services performed within the Grantee or an LPS’ organization
    - Markup
    - Tuition
    - Conference fees
    - Building and equipment depreciation or use allowances
- Using a general overhead percentage is never allowed

Labor Rates

The Grantee must provide DWR with supporting documentation for personnel hours (see personnel billing rates letter in example invoice packet). The personnel rate letter should be submitted to the DWR Grant Manager prior to submittal of the first invoice. The supporting documentation must include, at a minimum, employee classifications that will reimbursed by grant funds and the corresponding hourly rate range. These rates should be “burdened”; the burdened rate must be consistent with the Grantee’s/Local Project Sponsors standardized allocation methodology. The supporting documentation should also provide an explanation of what costs make up the burdened rate and how those costs were determined. This information will be used to compare against personnel hours summary table invoice back up documentation. Periodic updates may be needed during the life of the grant which would be handled through a revised billing rate letter.

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Certificate Of Completion

Envelope Id: 75B7F2A0D9F34102A11BC17C93EF9220
Subject: Complete with DocuSign: 4600015401 Agreement.pdf
FormID:
Optional 1:
Source Envelope:
Document Pages: 53
Certificate Pages: 6
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 3
Initials: 0

Status: Completed

Envelope Originator:
Graber, Lana
715 P Street
Sacramento, CA 95814
Lana.Graber@water.ca.gov
IP Address: 136.200.53.18

Record Tracking

Status: Original
2023/10/23 | 15:11
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Graber, Lana
Lana.Graber@water.ca.gov
Pool: StateLocal
Pool: Department of Water Resources

Location: DocuSign

Location: DocuSign

Signer Events	Signature	Timestamp
Muzaffar Eusuff Muzaffar.Eusuff@water.ca.gov Supervising Engineer Department of Water Resources Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 136.200.53.19	Sent: 2023/10/23 | 15:46 Viewed: 2023/10/23 | 15:47 Signed: 2023/10/23 | 15:49
Doug Schulze DSchulze@banningca.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2023/10/31 | 08:07 ID: 884b4f24-0fca-4e20-a1a3-9ed2fb6ea927	Signature Adoption: Uploaded Signature Image Using IP Address: 47.180.127.242	Sent: 2023/10/23 | 15:49 Viewed: 2023/10/31 | 08:07 Signed: 2023/10/31 | 08:07
James Herink James.Herink@water.ca.gov Attorney IV Department of Water Resources Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	James Herink Signature Adoption: Pre-selected Style Using IP Address: 73.2.6.220	Sent: 2023/10/31 | 08:07 Viewed: 2023/10/31 | 08:37 Signed: 2023/10/31 | 08:37
Arthur Hinojosa Arthur.Hinojosa@water.ca.gov Manager, Division of Regional Assistance Department of Water Resources Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**	Signature Adoption: Drawn on Device Using IP Address: 12.40.109.47	Sent: 2023/10/31 | 08:37 Viewed: 2023/10/31 | 08:54 Signed: 2023/10/31 | 08:55

Signer Events	Signature	Timestamp
Accepted: 2019/02/13 | 12:04 ID: 06486c94-6b1f-485f-a887-d0624ad04d23		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Desiree Ramirez Desiree.Ramirez@water.ca.gov senior Environmental Scientist Department of Water Resources Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	VIEWED Using IP Address: 136.200.53.16	Sent: 2023/10/23 | 15:18 Viewed: 2023/10/23 | 15:46

Carbon Copy Events	Status	Timestamp
Arturo Vela avela@banningca.gov Director of Public Works Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2023/10/16 | 14:18 ID: cb9fc1e0-8cd5-4454-adb9-3cf371a0890c	COPIED	Sent: 2023/10/23 | 15:49 Viewed: 2023/10/23 | 16:04
Joelin Nordine joelin.nordine@water.ca.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 2023/10/31 | 08:55
Pakiza Chatha Pakiza.Chatha@water.ca.gov Engineer, Water Resources Department of Water Resources Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 2023/10/31 | 08:55

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2023/10/23 | 15:18
Certified Delivered	Security Checked	2023/10/31 | 08:54
Signing Complete	Security Checked	2023/10/31 | 08:55
Completed	Security Checked	2023/10/31 | 08:55

Payment Events	Status	Timestamps

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Department of Water Resources (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Department of Water Resources:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by phone call: (916) 653-5791
To contact us by paper mail, please send correspondence to:
Department of Water Resources
P.O. Box 942836
Sacramento, CA 95236-0001

To advise Department of Water Resources of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at don.davis@water.ca.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to don.davisi@water.ca.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.
To withdraw your consent with Department of Water Resources

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account

Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	• Allow per session cookies • Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Department of Water Resources as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Department of Water Resources during the course of my relationship with you.

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AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES (C00782) FOR GRANT APPLICATION PREPARATION SERVICES FOR THE PROPOSITION 1 ROUND 2 INTEGRATED REGIONAL WATER MANAGEMENT GRANT PROGRAM BY AND BETWEEN CITY OF BANNING AND WOODARD & CURRAN, INCORPORATED

1. PARTIES AND DATE

THIS AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT ("Amendment No. 1") by and between the **CITY OF BANNING** ("City") and **WOODARD & CURRAN, INCORPORATED,** a Maine corporation ("Consultant") is effective this day of: 9/19/2023.

2. RECITALS

2.1 City and Consultant entered into an agreement dated February 23, 2023 for the purpose of providing Grant Writing and Grant Management services ("Master Agreement") following Request for Proposals and approved by City Council Resolution No. 2022-110.

2.2 City and Consultant now desire to amend the Master Agreement to exercise the option to extend the term of the Master Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in the Master Agreement, the Parties mutually agree follows:

3. INCORPORATION OF RECITALS

3.1 The recitals listed above are true and correct and are hereby incorporated herein by this reference.

4. AMENDMENT TERMS

4.1 The compensation for services performed pursuant to this Master Agreement and Amendment No. 1 is a zero change thereby shall remain unchanged for a total not to exceed amount of Seventy-Four Thousand One Hundred Thirty-Six Dollars ($74,136.00).

4.2 The term of the Master Agreement shall be extended through September 30, 2026, unless terminated earlier as provided in the Master Agreement.

4.3 Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all provisions of the Master Agreement shall remain unchanged and in full force and effect.

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4.4 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. 1.

4.5 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 Agreement, and (iv) the entering into this Amendment No. 1 does not violate any provision of any other Agreement to which said party is bound.

4.6 This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original.

4.7 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 Amendment No. 1 to the Master Agreement the day and year first hereinabove written.

CITY OF BANNING

9/19/2023

Douglas Schulze, Date
City Manager

City Council Approval: Reso 2022-110

ATTEST:

9/19/2023

Caroline Patton Date
Deputy City Clerk

CONSULTANT

Sally Johnson 9/18/2023

NAME: Sally Johnson Date
TITLE: Project Manager

NAME: Date
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 THE CONSULTANT'S BUSINESS ENTITY.